OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

April 7, 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**

  Arbor Day Proclamation

  Volunteer Month Proclamation

  Water Conservation Proclamation

- **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 March 3, 2026, and Special Session Meeting held March 19, 2026. **(City Clerk Sibbitt)**
  2. Actions Needed by City on Opioid Class Action Suit as to “Six Remnant Defendants”. **(City Attorney Geller)**
  3. Approval of a Letter of Intent and Proceed to Contract to Purchase 113 W. Oakland Avenue. **(Assistant City Manager Rumer)**
  4. Approval of Orange County's Reappointment to the Community Redevelopment Agency Board. **(CRA Administrator Vaca)**
  5. Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for Woodson Avenue Watermain Phase 2 Installation. **(Development Engineer Keaton)**
  6. Approval to Set Workshop and Hearing Dates for FY 2026/2027 Budget Process. **(Finance Director Weber)**
  7. Approval to Accept Florida Department of Health Emergency Medical Services (EMS) Matching Grant Award for Active Shooter Protective Equipment. **(Deputy Fire Chief Van Camp)**

8. Approval of Pryme Infil Software Agreement. **(Police Chief Ogburn)**
9. Approval of Declaration of City Surplus Property. **(Procurement Manager Tolbert)**
10. Approval to Award Invitation to Bid (ITB) #26-005 Asphalt Paving Projects for Fiscal Year 2026. (**Procurement Manager Tolbert**)
11. Approval of Basin Study Projects Awarded Funding under the Community Development Block Grant Disaster Recovery (CDBG-DR). **(Staff Engineer Burch)**
12. Approval to Piggyback City of Flagler Beach Contract for Federal and State Legislative Services. **(Utilities Director Bolling)**
13. Approval of Inspection of Over Seven (7) Miles of Critical Segments of the City's Force Mains. **(Utilities Director Bolling)**
14. Approval of Repair of Five (5) Sanitary Manhole Structures and Piggyback Atlantic Pipe Service (APS) Volusia County Contract. **(Utilities Director Bolling)**
15. Approval to Piggyback Sourcewell (RFP 092222) for Nixon Power Services to Repair Utilities Department Generators. **(Utilities Director Bolling)**
16. Approval of Change Order No. 1 for ITB #26-001 Flewelling 2-Inch Water Main Replacement Project. **(Utilities Director Bolling)**
17. Approval of Septic-to-Sewer Connection Fee Financing Options. **(Utilities Director Bolling)**
18. Emergency Water Repair Notification – Hammock and Ocoee Commons Subdivision. **(Utilities Director Bolling)**
19. Approval of Cover The Tees Single Source Phase 1 Contract. **(Park and Leisure Services Director Johnson)**

- **FIRST READING OF ORDINANCE**

20. First Reading of Ordinances for 1460 N. Lakewood PUD — Annexation, Rezoning from Orange County A-1 (Citrus Rural District) to Planned Unit Development (PUD) & PUD Land Use Plan (LUP); Project No. Ax-12-25-09 & RZ-25-12-19. **(Concurrency & Commitment Coordinator McFarlane)**
21. First Reading of Ordinance for the Annual Comprehensive Plan Text Amendment to Adopt Five-Year Schedule of Capital Improvements & Update the Capital Improvement Element (CIE); Project No. CPA-2026-001. **(Concurrency & Commitment Coordinator McFarlane)**
22. First Reading of Ordinance Amending the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund. **(Pension Board Attorney Herrera)**
23. First Reading of Ordinance Amending the City of Ocoee General Retirement Trust Fund. **(Pension Board Attorney Herrera)**

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

24. Second 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)**

- **PUBLIC HEARING**

25. Approval of 1248 Verde Pines Court - Thomas Property Variance Request; Project No. VR-26-05. **(Planner I Belizaire)**
26. Approval of Holiday Inn Express Special Exception; Project No. 15-25-SE-034. APPLICANT REQUEST TO CONTINUE IN ORDER TO HOLD A COMMUNITY MEETING. ITEM WILL BE ADVERTISED AT A LATER DATE FOR FUTURE CITY COMMISSION MEETING. **(Concurrency & Commitment Coordinator McFarlane)**
27. Approval of Resolution for the Abandonment and Vacation of a Portion of the Right of Way (ROW) for North Clarke Road; Project No. VAC-25-039. **(Concurrency & Commitment Coordinator McFarlane)**

- **REGULAR AGENDA**

28. Utility Billing Policies and Procedures Assessment. **(Finance Director Weber and Utilities Director Bolling)**

- **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.

Proclamation

WHEREAS , In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, Trees can reduce the erosion of our precious top soil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, Trees are a renewable resource giving us paper, wood for our homes, and countless other wood products; and

WHEREAS, Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, Trees, wherever they are planted, are a source of joy and spiritual renewal.

Now Therefore, I, Rusty Johnson, Mayor of the City of Ocoee, do hereby proclaim April 24, 2026, to be

ARBOR DAY

in the City of Ocoee, and urge all citizens to support efforts to protect our trees and woodlands and to support our City's urban forestry program, and I urge all citizens to plant trees to gladden hearts and promote the well-being of present and future generations.

IN WITNESS WHEROF, I hereunto have
Set my hand and caused the Seal of the
City of Ocoee, Florida to be affixed this
7th day of April, 2026.

Rusty Johnson, Mayor

Proclamation

WHEREAS, the month of April has been designated nationally as Volunteer Month to acknowledge and celebrate the contributions of our community volunteers; and

WHEREAS, the month is an opportunity to celebrate and honor the numerous individuals and groups who invest their time to better the community around them; and

WHEREAS, the City of Ocoee is proud to host eight Volunteer Advisory boards, which promote and maintain a positive relationship between citizens, the Commission, and the City's respective departments; and

WHEREAS, the city's 44 volunteers contribute their time and diligence to keep these positive connections; and

WHEREAS, all citizens of the City of Ocoee community benefit from the work of these selfless individuals; and

WHEREAS, the City of Ocoee holds great appreciation for their continued dedication and hard work.

NOW, THEREFORE, THE COMMISSION OF THE CITY OF OCOEE, does hereby proclaim the month of April, 2026 as

Volunteer Month

in the City of Ocoee and encourage all officials and residents to extend appreciation to the many volunteers who serve our community.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 7th day of April, 2026.*

Rusty Johnson, Mayor

WATER CONSERVATION PROCLAMATION

WHEREAS, water is a basic and essential need of every living creature; and
WHEREAS, The State of Florida, Water Management Districts and the City of Ocoee are working together to increase awareness about the importance of water conservation; and
WHEREAS, the City of Ocoee and the State of Florida have designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and
WHEREAS, the City of Ocoee has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and
WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and
WHEREAS, efficient irrigation design, programming, and; Maintenance can conserve water, the City of Ocoee will encourage citizens and businesses to evaluate their irrigation systems for potential efficiency enhancements.

NOW THEREFORE, the City Commission of the City of Ocoee, Florida does here by proclaim the month of April 2026 as "Water Conservation Month". The City of Ocoee is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water. For this, the 28th year of Water Conservation Month, there will be a special focus on community outreach and education.

IN WITNESS WHEREOF, I hereunto have set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 7th day of April 2026.

Rusty Johnson
Mayor

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florida

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

March 3, 2026 **MINUTES** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER** 6:15 PM

Mayor Johnson called the regular session to order at 6:15 PM in the Commission Chambers of City Hall. The invocation was led by **Ages Hart,** *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by a **Boy Scout Member**. **Deputy City Clerk Parks** called the roll and declared a quorum present.

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

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

- **PRESENTATIONS AND PROCLAMATIONS** 6:18 PM

Black History Month Essay Contest Winners – **Community Event Specialist Ochoa** recognized the first-place winners and the overall winner from the participating schools, and the overall winner read their essay. She also expressed her appreciation to Dr. Sandria Foster and Chick-fil-A for their award donations.

- **STAFF REPORTS AND AGENDA REVIEW -** 6:33 PM

City Manager Shadrix announced that the City received its Water and Sewer Bonding Capacity rating from Fitch, which remains strong at AAA. He also provided an update on the sidewalk replacement program, as requested by Commissioner Oliver, outlining the areas that have been completed and those scheduled to begin. The program commenced in January.

- **PUBLIC COMMENTS** 6:34 PM

The following persons addressed the City Commission:

- **Bishop Mary Barnes***, Deeper Life Assembly Church*, requested a partnership from the City on a community event hosted by the church and gave a brief overview of the event and its mission.
- **Dr. Jim Moyer,** *Orange County Water and Soil Conservation District 2 Supervisor*, announced that he is hosting a Stake Lake cleanup on Saturday, March 7th. He went on to discuss climate change and its impact on daily living.
- **Norine Dworkin**, *Editor in Chief of VoxPopuli*, announced a $500 journalism scholarship for high school seniors and gave information on the scholarship and how to apply.
- **Dakara Merthie,** *Ocoee High School Student,* announced that the Ocoee High School Girls Varsity Basketball Team has advanced to the State Championship. They requested a donation of $2,000 from the City Commission. **Commissioner Firstner** offered $2,000 from his discretionary funds.

- **Joseph Bandur,** *Ocoee Resident and Code Enforcement Board Chair,* commented on the February 3rd meeting and addressed what he described as misconceptions presented to the City Commission. He requested an opportunity to meet with the City Manager or the City Commission prior to a decision being made at the second reading of the ordinance concerning the Code Enforcement Board. **City Manager Shadrix** encouraged Mr. Bandur to contact Assistant City Manager Rumer to share his concerns and advised that the information would be provided to the City Commission. He also briefly expressed concerns regarding the letter sent to the Code Enforcement Board members, noting that the letter did not violate any statutes or the City Charter. **Mayor Johnson** explained what was voted on by the Commission and welcomed Mr. Bandur to speak at the public hearing.

- **CONSENT AGENDA** 6:57 PM

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Items #1-6; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 5-0.

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** 7:00 PM

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)**

City Attorney Geller read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the City Commission meeting scheduled for April 7, 2026, at 6:15 PM or soon thereafter.

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

- **PUBLIC HEARING** – None

- **REGULAR AGENDA** 7:01 PM

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

Deputy City Clerk Parks 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
W.O. Chamber of Commerce *	City Manager Shadrix
Education Incentive Board **	Commissioner Oliver
MetroPlan Orlando Municipal Advisory Committee (MAC) *	Commissioner Kennedy. Alternate member Commissioner Firstner.

* Required by * Required by Organization
** Required by Code or Bylaws
*** Not required by Code or Bylaws

Motion: Move to keep all advisory board liaisons the same and appoint Commissioner Firstner as the Alternate Member to the MetroPlan Orlando Municipal Advisory Committee (MAC); Moved by Commissioner Kennedy, seconded by Commissioner Firstner; Motion carried unanimously.

Commissioner Kennedy thanked the City Clerk for providing the board summary and by-laws requested at the previous meeting. He also encouraged the liaisons to ensure their respective board chairs emphasize and remain focused on their board's intended mission.

- **MAYOR'S ANNOUNCEMENTS** 7:05 PM

Mayor Johnson announced the upcoming City events in the month of March.

- **COMMENTS FROM COMMISSIONERS** 7:05 PM

Commissioner Kennedy – Commented on the following: 7:05 PM – 7:08 PM

1) Informed Mr. Bandur that a private group meeting with the City Commission cannot be held; however, individual meetings with Commissioners are permissible. He also stated that he would be happy to schedule a conference call with him to share his perspective.

2) Asked if the timer size on the screen could be reduced as it tends to cover a portion of the presentation.

3) Shared that he attended the Concerns of Police Survivors (COPS) gala event and was pleased to see that most members of the Citizen Advisory Council for the Police Department (CACOPD) were in attendance, noting that they have supported this event each year. He expressed that their presence allowed them to hear firsthand the mission and testimonials of police survivors, which aligns with their continued support of the event.

Commissioner Wilsen – Commented on the following: 7:08 PM – 7:10 PM

1) Announced the Shred-It event date, time and location.

2) Commented on instances where yard waste is not collected when piles exceed the permitted amount and inquired about what proactive measures can be taken to prevent this from becoming an issue. **City Manager Shadrix** addressed her concern.

Commissioner Firstner – No further comments

Commissioner Oliver – Commented on the following: 7:10 PM – 7:13 PM

1) Stated that he is pleased the sidewalk project is underway and encouraged residents to remain patient as the work progresses.

2) Announced that he had dialogue with Mr. Warren Lewis regarding the Code Enforcement Board and shared his thoughts.

3) Read an inspirational quote.

Mayor Johnson – Commented on the following: 7:13 PM – 7:16 PM

1) Stated that he contacted Mr. Lewis, but did not receive a call back.

2) Shared that he also attended the COPS gala event and noted that hearing the stories from the survivors and their families was truly heartbreaking. He further commended the Ocoee Honor Guard for doing an outstanding job.

3) Mentioned the need for additional speed bumps throughout the City, specifically highlighting Orange Avenue as an area that requires them.

4) Noted that the roundabout on Lakewood Avenue continues to deteriorate and emphasized that it needs to be repaired.

5) Briefly shared an encounter with an Ocoee resident who still had an Orlando zip code, highlighting the importance of the City's efforts to address and correct this issue.

- **ADJOURNMENT** 7:16 PM

APPROVED:

Attest: **City of Ocoee**

_____ _____

Melanie Sibbitt, City Clerk **Rusty Johnson, Mayor**

OCOEE CITY COMMISSION
City Hall Antechambers
1 N. Bluford Avenue
Ocoee, Florida

March 19, 2026 **MINUTES** **6:00 PM**

SPECIAL SESSION AND CLOSED SESSION MEETING

- **CALL TO ORDER** 6:00 PM

Mayor Johnson called the special session to order at 6:00 PM in the Commission Chambers of City Hall. **Recording Clerk Justice** called the roll.

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

Absent: Commissioner Firstner

Also Present: City Manager Shadrix, City Attorneys Langley and Geller, Attorney Greene, and Recording Clerk Justice

City Attorney Langley provided instructions regarding this meeting. In accordance with those instructions, **Mayor Johnson** announced that the public portion of the meeting was closed and that the attorney-client closed-door session would begin in the antechambers.

After the closed session, **Mayor Johnson** reopened the Special Meeting of the City Commission and announced that the closed attorney-client session had terminated. The time was 7:02 PM.

Mayor Johnson asked City Attorney Langley if there was any business he would like to discuss relating to the pending Ocoee Gateway LLC litigation. **City Attorney Langley** responded that he did not.

- **ADJOURNMENT** 7:04 PM

APPROVED:

Attest: **City of Ocoee**

_____ _____
Miranda Justice, Recording Clerk **Rusty Johnson, Mayor**

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 2

Contact Name:
Contact Number:

Department Director:
City Manager: Craig Shadrix

Subject: Actions Needed by City on Opioid Class Action Suit as to "Six Remnant Defendants". (City Attorney Geller)

Background Summary:

On September 7, 2021, the City Commission approved on the Consent Agenda Resolution 2021-008 to Participate in Opioid Litigation Settlement as described in a Memorandum of Understanding between the State of Florida and local governments. The Memorandum of Understanding established a unified plan for allocating and using opioid settlement proceeds including for programming and services to expand the availability of treatment for individuals impacted by substance use disorders.

On September 17, 2021, the City approved on the Consent Agenda a Contingency Fee Agreement with the Romano Law Group and other affiliated law firms to represent the City of Ocoee in national litigation against opioid manufacturers. The Romano firm fronts litigation costs. in the litigation, the Romano firm and most other participating law firms agreed that, in lieu of charging a 20% contingency fee, they will accept payment from separate attorneys' fee funds established as a part of each settlement. Ocoee and other local governments will keep 100% of the funds ultimately allocated to them. Attorney Eric Romano estimates that this will effectively reduce attorneys' fees to approximately 8-10% of the amounts recovered.

On August 19, 2025, the City Commission authorized the Mayor to execute a Participation Agreement as to the settlement with the Sackler family their company, Purdue Pharma, which marketed the pain medication OxyContin. Attorney Eric Romano has advised that the proposed Bankruptcy Plan will fund approximately $8 billion over 15 years to resolve opioid-related claims, including $6.5 billion from the Sackler family.

The United States Bankruptcy Court for the Southern District of New York held a hearing on November 18, 2025, and approved of the Purdue Bankruptcy Plan.

On July 28, 2025, the City received formal notice of settlements with eight pharmaceutical companies or their affiliates — Alvogen, Inc., Amneal Pharmaceuticals,
On September 7, 2021, the City Commission approved on the Consent Agenda Resolution 2021-008 to Participate in Opioid Litigation Settlement as described in a Memorandum of Understanding between the State of Florida and local governments. The Memorandum of Understanding established a unified plan for allocating and using opioid settlement proceeds including for programming and services to expand the availability of treatment for individuals impacted by substance use disorders.

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On August 19, 2025, the City Commission authorized the Mayor to execute a Participation Agreement, opting-in to the settlement, which the City duly submitted.

"Six Remnant Defendants"
On March 3, 2026, the City received formal notice of settlement with six regional distributors/dispensers of opioids, called the "six remnant defendants" and identified as Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics).

The proposed settlement will require the Six Remnant Defendants to pay a combined $97.625 million in cash for purposes of abating the opioid epidemic. If the City elects to participate, the Settlement will result in a one-time settlement payment to the City. Settlement allocations should follow the model used in previous national settlements and the 2021 Memorandum of Understanding between the State of Florida and local governments. More information about the Remnant Defendant settlement is available at: Remnant Settlements – National Opioids Settlement.

The City's class action counsel, Eric Romano, is recommending that the Mayor sign an online Participation form for the City to receive a pay-out from the Opioid class action lawsuit as to "six remnant defendants."

Issue:
Should the Honorable Mayor and City Commission authorize Mayor Johnson to sign the Participation Form and any other necessary documents to participate in the Remnant Defendant class action Settlement with the six regional distributors/dispensers of opioids?

Recommendations:
The City Attorney and Class Action Counsel recommend the Honorable Mayor and City Commission authorize the Mayor to sign the Participation Form and any other necessary documents for the City to participate in the Remnant Defendant Settlement.

Attachments:
1. Resolution 2021-008

Financial Impacts:
It is anticipated that the City will receive revenues of an undetermined amount by participating in the Settlements.

Type of Item: Consent

RESOLUTION NO. 2021-008

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, RELATING TO A UNIFIED PLAN FOR THE ALLOCATION AND USE OF OPIOID SETTLEMENT PROCEEDS; AUTHORIZING ACCEPTANCE OF THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ocoee is a litigating public entity with claims pending in the federal district court In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio); and

WHEREAS, the attorneys representing the State of Florida and various local governments involved in the litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from the multidistrict litigation; and

WHEREAS, the Florida Memorandum of Understanding ("Florida Plan") sets forth a non-binding general framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations, and

WHEREAS, the City Commission of the City of Ocoee has determined that participation in the Florida Plan is in the best interest of the City and its residents and citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of the City of Ocoee Home Rule Charter; Article VIII, Section 2 of the Florida Constitution; Section 166.041, Florida Statutes; and other applicable provisions of law.

SECTION 2. UNIFIED PLAN. That the City Commission of the City of Ocoee hereby acknowledges its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Memorandum of Understanding, attached hereto as Exhibit "A" (the "Memorandum of Understanding").

SECTION 3. EXECUTION. That the City Attorney is hereby authorized to execute the Memorandum of Understanding in substantially the form contained in the attached Exhibit "A" and any other formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Memorandum of Understanding and this Resolution.

SECTION 4. RECORDATION. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 5. SEVERABILITY. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of other provisions of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 7th day of September, 2021.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, MMC, City Clerk

Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY THIS 7TH DAY OF SEPT., 2021.

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON September 7, 2021, UNDER AGENDA ITEM NO. 2.

SHUFFIELD, LOWMAN & WILSON, P.A.

By: _____
City Attorney

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices";

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties' agreements.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.

6. "Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

7. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. "Parties" shall mean the State and Local Governments. The singular word "Party" shall mean either the State or Local Governments.

11. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at https://www.census.gov

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.

(c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a two-year term.

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.

(i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

City/County Fund		15%
Regional Fund		35%
Scenario 1	$	130,000,000.00
City/County Fund Scenario 1	$	19,500,000.00
Regional Fund Scenario 1	$	45,500,000.00
Scenario 2	$	100,000,000.00
City/County Fund Scenario 2	$	15,000,000.00
Regional Fund Scenario 2	$	35,000,000.00
Scenario 3	$	70,000,000.00
City/County Fund Scenario 3	$	10,500,000.00
Regional Fund Scenario 3	$	24,500,000.00

County	Allocated Subdivisions	Overall Total %	Allocated % by entity	Scenario 1 City/County Fund	Scenario 1 Regional Fund	Scenario 2 City/County Fund	Scenario 2 Regional Fund	Scenario 3 City/County Fund	Scenario 3 Regional Fund
Alachua		1.2410501644 49%			$ 564,682.37		$ 434,371.06		$ 304,059.74
	Alachua County		0.8216895463 03%	$ 160,229.46		$ 123,253.43		$ 86,277.40	
	Alachua		0.0131133324 57%	$ 2,557.10		$ 1,967.00		$ 1,376.90	
	Archer		0.0002197055 15%	$ 42.84		$ 32.96		$ 23.07	
	Gainesville		0.3815976113 47%	$ 74,411.53		$ 57,239.64		$ 40,067.75	
	Hawthorne		0.0002705464 60%	$ 52.76		$ 40.58		$ 28.41	
	High Springs		0.0119875686 63%	$ 2,337.58		$ 1,798.14		$ 1,258.69	
	La Crosse		0.0009750567 06%	$ 190.14		$ 146.26		$ 102.38	
	Micanopy		0.0021135307 37%	$ 412.14		$ 317.03		$ 221.92	
	Newberry		0.0061027292 15%	$ 1,190.03		$ 915.41		$ 640.79	
	Waldo		0.0029887212 99%	$ 582.80		$ 448.31		$ 313.82	
Baker		0.1931738041 30%			$ 87,894.08		$ 67,610.83		$ 47,327.58
	Baker County		0.1694492400 37%	$ 33,042.60		$ 25,417.39		$ 17,792.17	
	Glen St. Mary		0.0000962346 47%	$ 18.77		$ 14.44		$ 10.10	
	Macclenny		0.0236283294 46%	$ 4,607.52		$ 3,544.25		$ 2,480.97	
Bay		0.8396563733 12%			$ 382,043.65		$ 293,879.73		$ 205,715.81
	Bay County		0.5087726051 55%	$ 99,210.66		$ 76,315.89		$ 53,421.12	
	Callaway		0.0249538255 27%	$ 4,866.00		$ 3,743.07		$ 2,620.15	
	Lynn Haven		0.0392056320 15%	$ 7,645.10		$ 5,880.84		$ 4,116.59	
	Mexico Beach		0.0056142928 88%	$ 1,094.79		$ 842.14		$ 589.50	
	Panama City		0.1551538555 96%	$ 30,255.00		$ 23,273.08		$ 16,291.15	
	Panama City Beach		0.0808970231 17%	$ 15,774.92		$ 12,134.55		$ 8,494.19	
	Parker		0.0087046961 78%	$ 1,697.42		$ 1,305.70		$ 913.99	
	Springfield		0.0163544427 36%	$ 3,189.12		$ 2,453.17		$ 1,717.22	
Bradford		0.1894842040 81%			$ 86,215.31		$ 66,319.47		$ 46,423.63
	Bradford County		0.1514243090 90%	$ 29,527.74		$ 22,713.65		$ 15,899.55	
	Brooker		0.0004248850 45%	$ 82.85		$ 63.73		$ 44.61	
	Hampton		0.0028398299 59%	$ 553.77		$ 425.97		$ 298.18	
	Lawtey		0.0034008961 08%	$ 663.17		$ 510.13		$ 357.09	
	Starke		0.0313924681 32%	$ 6,121.53		$ 4,708.87		$ 3,296.21	
Brevard		3.8787991804 44%			$ 1,764,853.63		$ 1,357,579.71		$ 950,305.80
	Brevard County		2.3230226685 25%	$ 452,989.42		$ 348,453.40		$ 243,917.38	
	Cape Canaveral		0.0455607502 09%	$ 8,884.35		$ 6,834.11		$ 4,783.88	
	Cocoa		0.1492454114 23%	$ 29,102.86		$ 22,386.81		$ 15,670.77	
	Cocoa Beach		0.0843632861 55%	$ 16,450.84		$ 12,654.49		$ 8,858.15	
	Grant-Valkaria		0.0003213874 06%	$ 62.67		$ 48.21		$ 33.75	
	Indialantic		0.0241367389 02%	$ 4,706.66		$ 3,620.51		$ 2,534.36	
	Indian Harbour Beach		0.0210899136 65%	$ 4,112.53		$ 3,163.49		$ 2,214.44	
	Malabar		0.0025057323 17%	$ 488.62		$ 375.86		$ 263.10	
	Melbourne		0.3831046822 33%	$ 74,705.41		$ 57,465.70		$ 40,225.99	
	Melbourne Beach		0.0120910663 02%	$ 2,357.76		$ 1,813.66		$ 1,269.56	
	Melbourne Village		0.0037822032 00%	$ 737.53		$ 567.33		$ 397.13	
	Palm Bay		0.4048173974 81%	$ 78,939.39		$ 60,722.61		$ 42,505.83	
	Palm Shores		0.0001271023 64%	$ 24.78		$ 19.07		$ 13.35	
	Rockledge		0.0966032437 98%	$ 18,837.63		$ 14,490.49		$ 10,143.34	
	Satellite Beach		0.0359754162 24%	$ 7,015.21		$ 5,396.31		$ 3,777.42	
	Titusville		0.2400564189 24%	$ 46,811.00		$ 36,008.46		$ 25,205.92	
	West Melbourne		0.0519975770 66%	$ 10,139.53		$ 7,799.64		$ 5,459.75	
Broward		9.0579626725 78%			$ 4,121,373.02		$ 3,170,286.94		$ 2,219,200.85
	Broward County		3.9664035768 78%	$ 773,448.70		$ 594,960.54		$ 416,472.38	
	Coconut Creek		0.1011317194 48%	$ 19,720.69		$ 15,169.76		$ 10,618.83	
	Cooper City		0.0739354450 73%	$ 14,417.41		$ 11,090.32		$ 7,763.22	
	Coral Springs		0.3234065176 64%	$ 63,064.27		$ 48,510.98		$ 33,957.68	
	Dania Beach		0.0178070411 80%	$ 3,472.37		$ 2,671.06		$ 1,869.74	
	Davie		0.2669222271 53%	$ 52,049.83		$ 40,038.33		$ 28,026.83	
	Deerfield Beach		0.2024232247 25%	$ 39,472.53		$ 30,363.48		$ 21,254.44	
	Fort Lauderdale		0.8305812645 31%	$ 161,963.35		$ 124,587.19		$ 87,211.03	
	Hallandale Beach		0.1549504918 14%	$ 30,215.35		$ 23,242.57		$ 16,269.80	
	Hillsboro Beach		0.0124070064 63%	$ 2,419.37		$ 1,861.05		$ 1,302.74	
	Hollywood		0.5201646084 56%	$ 101,432.10		$ 78,024.69		$ 54,617.28	
	Lauderdale-By-The-Sea		0.0228076113 25%	$ 4,447.48		$ 3,421.14		$ 2,394.80	

	Lauderdale Lakes		0.062625150435%	$ 12,211.90		$ 9,393.77		$ 6,575.64	
	Lauderhill		0.144382838130%	$ 28,154.65		$ 21,657.43		$ 15,160.20	
	Lazy Lake		0.000021788977%	$ 4.25		$ 3.27		$ 2.29	
	Lighthouse Point		0.029131861803%	$ 5,680.71		$ 4,369.78		$ 3,058.85	
	Margate		0.143683775129%	$ 28,018.34		$ 21,552.57		$ 15,086.80	
	Miramar		0.279280208419%	$ 54,459.64		$ 41,892.03		$ 29,324.42	
	North Lauderdale		0.066069624496%	$ 12,883.58		$ 9,910.44		$ 6,937.31	
	Oakland Park		0.100430840699%	$ 19,584.01		$ 15,064.63		$ 10,545.24	
	Ocean Breeze		0.005381877237%	$ 1,049.47		$ 807.28		$ 565.10	
	Parkland		0.045804060448%	$ 8,931.79		$ 6,870.61		$ 4,809.43	
	Pembroke Park		0.024597938908%	$ 4,796.60		$ 3,689.69		$ 2,582.78	
	Pembroke Pines		0.462832363603%	$ 90,252.31		$ 69,424.85		$ 48,597.40	
	Plantation		0.213918725564%	$ 41,714.15		$ 32,087.81		$ 22,461.47	
	Pompano Beach		0.335472163493%	$ 65,417.07		$ 50,320.82		$ 35,224.58	
	Sea Ranch Lakes		0.005024174870%	$ 979.71		$ 753.63		$ 527.54	
	Southwest Ranches		0.025979723178%	$ 5,066.05		$ 3,896.96		$ 2,727.87	
	Sunrise		0.286071106146%	$ 55,783.87		$ 42,910.67		$ 30,037.47	
	Tamarac		0.134492458472%	$ 26,226.03		$ 20,173.87		$ 14,121.71	
	Weston		0.138637811283%	$ 27,034.37		$ 20,795.67		$ 14,556.97	
	West Park		0.029553115352%	$ 5,762.86		$ 4,432.97		$ 3,103.08	
	Wilton Manors		0.031630331127%	$ 6,167.91		$ 4,744.55		$ 3,321.18	
Calhoun		0.047127740781%			$ 21,443.12		$ 16,494.71		$ 11,546.30
	Calhoun County		0.038866087128%	$ 7,578.89		$ 5,829.91		$ 4,080.94	
	Altha		0.000366781107%	$ 71.52		$ 55.02		$ 38.51	
	Blountstown		0.007896688293%	$ 1,539.85		$ 1,184.50		$ 829.15	
Charlotte		0.737346233376%			$ 335,492.54		$ 258,071.18		$ 180,649.83
	Charlotte County		0.690225755587%	$ 134,594.02		$ 103,533.86		$ 72,473.70	
	Punta Gorda		0.047120477789%	$ 9,188.49		$ 7,068.07		$ 4,947.65	
Citrus		0.969645776606%			$ 441,188.83		$ 339,376.02		$ 237,563.22
	Citrus County		0.929715661117%	$ 181,294.55		$ 139,457.35		$ 97,620.14	
	Crystal River		0.021928789266%	$ 4,276.11		$ 3,289.32		$ 2,302.52	
	Inverness		0.018001326222%	$ 3,510.26		$ 2,700.20		$ 1,890.14	
Clay		1.193429461456%			$ 543,010.40		$ 417,700.31		$ 292,390.22
	Clay County		1.055764891131%	$ 205,874.15		$ 158,364.73		$ 110,855.31	
	Green Cove Springs		0.057762577142%	$ 11,263.70		$ 8,664.39		$ 6,065.07	
	Keystone Heights		0.000753535443%	$ 146.94		$ 113.03		$ 79.12	
	Orange Park		0.078589207339%	$ 15,324.90		$ 11,788.38		$ 8,251.87	
	Penney Farms		0.000561066149%	$ 109.41		$ 84.16		$ 58.91	
Collier		1.551333376427%			$ 705,856.69		$ 542,966.68		$ 380,076.68
	Collier County		1.354673336030%	$ 264,161.30		$ 203,201.00		$ 142,240.70	
	Everglades		0.000148891341%	$ 29.03		$ 22.33		$ 15.63	
	Marco Island		0.062094952003%	$ 12,108.52		$ 9,314.24		$ 6,519.97	
	Naples		0.134416197054%	$ 26,211.16		$ 20,162.43		$ 14,113.70	
Columbia		0.446781150792%			$ 203,285.42		$ 156,373.40		$ 109,461.38
	Columbia County		0.341887201378%	$ 66,668.00		$ 51,283.08		$ 35,898.16	
	Fort White		0.000236047247%	$ 46.03		$ 35.41		$ 24.78	
	Lake City		0.104559717920%	$ 20,408.64		$ 15,698.96		$ 10,989.27	
DeSoto		0.113640407802%			$ 51,706.39		$ 39,774.14		$ 27,841.90
	DeSoto County		0.096884684746%	$ 18,892.51		$ 14,532.70		$ 10,172.89	
	Arcadia		0.016755723056%	$ 3,267.37		$ 2,513.36		$ 1,759.35	
Dixie		0.103744580900%			$ 47,203.78		$ 36,310.60		$ 25,417.42
	Dixie County		0.098822087921%	$ 19,270.31		$ 14,823.31		$ 10,376.32	
	Cross City		0.004639236282%	$ 904.65		$ 695.89		$ 487.12	
	Horseshoe Beach		0.000281440949%	$ 54.88		$ 42.22		$ 29.55	
Duval		5.434975156935%			$ 2,472,913.70		$ 1,902,241.30		$ 1,331,568.91
	Jacksonville		5.270570064997%	$ 1,027,761.16		$ 790,585.51		$ 553,409.86	
	Atlantic Beach		0.038891507601%	$ 7,583.84		$ 5,833.73		$ 4,083.61	
	Baldwin		0.002251527589%	$ 439.05		$ 337.73		$ 236.41	
	Jacksonville Beach		0.100447182431%	$ 19,587.20		$ 15,067.08		$ 10,546.95	
	Neptune Beach		0.022814874318%	$ 4,448.90		$ 3,422.23		$ 2,395.56	
Escambia		1.341634449244%			$ 610,443.67		$ 469,572.06		$ 328,700.44
	Escambia County		1.005860871574%	$ 196,142.87		$ 150,879.13		$ 105,615.39	
	Century		0.005136751249%	$ 1,001.67		$ 770.51		$ 539.36	
	Pensacola		0.330636826421%	$ 64,474.18		$ 49,595.52		$ 34,716.87	
Flagler		0.389864712244%			$ 177,388.44		$ 136,452.65		$ 95,516.85
	Flagler County		0.279755934409%	$ 54,552.41		$ 41,963.39		$ 29,374.37	
	Beverly Beach		0.000154338585%	$ 30.10		$ 23.15		$ 16.21	
	Bunnell		0.009501809575%	$ 1,852.85		$ 1,425.27		$ 997.69	
	Flagler Beach		0.015482883669%	$ 3,019.16		$ 2,322.43		$ 1,625.70	
	Marineland		0.000114392127%	$ 22.31		$ 17.16		$ 12.01	
	Palm Coast		0.084857169626%	$ 16,547.15		$ 12,728.58		$ 8,910.00	
Franklin		0.049911282550%			$ 22,709.63		$ 17,468.95		$ 12,228.26
	Franklin County		0.046254365966%	$ 9,019.60		$ 6,938.15		$ 4,856.71	
	Apalachicola		0.001768538606%	$ 344.87		$ 265.28		$ 185.70	
	Carabelle		0.001888377978%	$ 368.23		$ 283.26		$ 198.28	
Gadsden		0.123656074077%			$ 56,263.51		$ 43,279.63		$ 30,295.74
	Gadsden County		0.090211810642%	$ 17,591.30		$ 13,531.77		$ 9,472.24	

	Chattahoochee		0.004181667772%	$ 815.43		$ 627.25		$ 439.08	
	Greensboro		0.000492067723%	$ 95.95		$ 73.81		$ 51.67	
	Gretna		0.002240633101%	$ 436.92		$ 336.09		$ 235.27	
	Havana		0.005459954403%	$ 1,064.69		$ 818.99		$ 573.30	
	Midway		0.001202025213%	$ 234.39		$ 180.30		$ 126.21	
	Quincy		0.019867915223%	$ 3,874.24		$ 2,980.19		$ 2,086.13	
Gilchrist		0.064333769355%			$ 29,271.87		$ 22,516.82		$ 15,761.77
	Gilchrist County		0.061274233881%	$ 11,948.48		$ 9,191.14		$ 6,433.79	
	Bell		0.000099866143%	$ 19.47		$ 14.98		$ 10.49	
	Fanning Springs		0.000388570084%	$ 75.77		$ 58.29		$ 40.80	
	Trenton		0.002571099247%	$ 501.36		$ 385.66		$ 269.97	
Glades		0.040612836758%			$ 18,478.84		$ 14,214.49		$ 9,950.15
	Glades County		0.040420367464%	$ 7,881.97		$ 6,063.06		$ 4,244.14	
	Moore Haven		0.000192469294%	$ 37.53		$ 28.87		$ 20.21	
Gulf		0.059914238588%			$ 27,260.98		$ 20,969.98		$ 14,678.99
	Gulf County		0.054715751905%	$ 10,669.57		$ 8,207.36		$ 5,745.15	
	Port St. Joe		0.004817179591%	$ 939.35		$ 722.58		$ 505.80	
	Wewahitchka		0.000381307092%	$ 74.35		$ 57.20		$ 40.04	
Hamilton		0.047941195910%			$ 21,813.24		$ 16,779.42		$ 11,745.59
	Hamilton County		0.038817061931%	$ 7,569.33		$ 5,822.56		$ 4,075.79	
	Jasper		0.004869836285%	$ 949.62		$ 730.48		$ 511.33	
	Jennings		0.002623755940%	$ 511.63		$ 393.56		$ 275.49	
	White Springs		0.001630541754%	$ 317.96		$ 244.58		$ 171.21	
Hardee		0.057110048132%			$ 30,535.07		$ 23,488.52		$ 16,441.96
	Hardee County		0.058100306280%	$ 11,329.56		$ 8,715.05		$ 6,100.53	
	Bowling Green		0.001797590575%	$ 350.53		$ 269.64		$ 188.75	
	Wauchula		0.006667426860%	$ 1,300.15		$ 1,000.11		$ 700.08	
	Zolfo Springs		0.000544724417%	$ 106.22		$ 81.71		$ 57.20	
Hendry		0.144460915297%			$ 65,729.72		$ 50,561.32		$ 35,392.92
	Hendry County		0.122147187443%	$ 23,818.70		$ 18,322.08		$ 12,825.45	
	Clewiston		0.017589151414%	$ 3,429.88		$ 2,638.37		$ 1,846.86	
	LaBelle		0.004724576440%	$ 921.29		$ 708.69		$ 496.08	
Hernando		1.510075949110%			$ 687,084.56		$ 528,526.58		$ 369,968.61
	Hernando County		1.447521612849%	$ 282,266.71		$ 217,128.24		$ 151,989.77	
	Brooksville		0.061319627583%	$ 11,957.33		$ 9,197.94		$ 6,438.56	
	Weeki Wachee		0.001234708678%	$ 240.77		$ 185.21		$ 129.64	
Highlands		0.357188510237%			$ 162,520.77		$ 125,015.98		$ 87,511.19
	Highlands County		0.287621754986%	$ 56,086.24		$ 43,143.26		$ 30,200.28	
	Avon Park		0.025829016090%	$ 5,036.66		$ 3,874.35		$ 2,712.05	
	Lake Placid		0.005565267790%	$ 1,085.23		$ 834.79		$ 584.35	
	Sebring		0.038172471371%	$ 7,443.63		$ 5,725.87		$ 4,008.11	
Hillsborough		8.710984113657%			$ 3,963,497.77		$ 3,048,844.44		$ 2,134,191.11
	Hillsborough County		6.523111204400%	$ 1,272,006.68		$ 978,466.68		$ 684,926.68	
	Plant City		0.104218491142%	$ 20,322.61		$ 15,632.77		$ 10,942.94	
	Tampa		1.975671881253%	$ 385,256.02		$ 296,350.78		$ 207,445.55	
	Temple Terrace		0.107980721113%	$ 21,056.24		$ 16,197.11		$ 11,337.98	
Holmes		0.081612427851%			$ 37,133.65		$ 28,564.35		$ 19,995.04
	Holmes County		0.066805002459%	$ 13,026.98		$ 10,020.75		$ 7,014.53	
	Bonifay		0.006898026863%	$ 1,345.12		$ 1,034.70		$ 724.29	
	Esto		0.006269778036%	$ 1,222.61		$ 940.47		$ 658.33	
	Noma		0.001278286631%	$ 249.27		$ 191.74		$ 134.22	
	Ponce de Leon		0.000179759057%	$ 35.05		$ 26.96		$ 18.87	
	Westville		0.000179759057%	$ 35.05		$ 26.96		$ 18.87	
Indian River		0.753076058781%			$ 342,649.61		$ 263,576.62		$ 184,503.63
	Indian River County		0.623571460217%	$ 121,596.43		$ 93,535.72		$ 65,475.00	
	Fellsmere		0.004917045734%	$ 958.82		$ 737.56		$ 516.29	
	Indian River shores		0.025322422382%	$ 4,937.87		$ 3,798.36		$ 2,658.85	
	Orchid		0.000305861421%	$ 59.64		$ 46.03		$ 32.22	
	Sebastian		0.038315915467%	$ 7,471.60		$ 5,747.39		$ 4,023.17	
	Vero Beach		0.060642353558%	$ 11,825.26		$ 9,096.35		$ 6,367.45	
Jackson		0.158936058795%			$ 72,315.91		$ 55,627.62		$ 38,939.33
	Jackson County		0.075213731704%	$ 14,666.68		$ 11,282.06		$ 7,897.44	
	Alford		0.000303229925%	$ 59.13		$ 45.48		$ 31.84	
	Bascom		0.000061735434%	$ 12.04		$ 9.26		$ 6.48	
	Campbellton		0.001648699234%	$ 321.50		$ 247.30		$ 173.11	
	Cottondale		0.001093080329%	$ 213.15		$ 163.96		$ 114.77	
	Graceville		0.002794436257%	$ 544.92		$ 419.17		$ 293.42	
	Grandridge		0.000030867717%	$ 6.02		$ 4.63		$ 3.24	
	Greenwood		0.001292812616%	$ 252.10		$ 193.92		$ 135.75	
	Jacob City		0.000481173235%	$ 93.83		$ 72.18		$ 50.52	
	Malone		0.000092603151%	$ 18.06		$ 13.89		$ 9.72	
	Marianna		0.073519638768%	$ 14,336.33		$ 11,027.95		$ 7,719.56	
	Sneads		0.002404050426%	$ 468.79		$ 360.61		$ 252.43	
Jefferson		0.040821647784%			$ 18,573.85		$ 14,287.58		$ 10,001.30
	Jefferson County		0.037584169001%	$ 7,328.91		$ 5,637.63		$ 3,946.34	
	Monticello		0.003237478783%	$ 631.31		$ 485.62		$ 339.94	
Lafayette		0.031911772076%			$ 14,519.86		$ 11,169.12		$ 7,818.38

	Lafayette County		0.03155588545 7%	$ 6,153.40		$ 4,733.38		$ 3,313.37	
	Mayo		0.00035588661 9%	$ 69.40		$ 53.38		$ 37.37	
Lake		1.13921122451 9%			$ 518,341.11		$ 398,723.93		$ 279,106.75
	Lake County		0.75745382734 3%	$ 147,703.50		$ 113,618.07		$ 79,532.65	
	Astatula		0.00272725357 9%	$ 531.81		$ 409.09		$ 286.36	
	Clermont		0.07590916320 9%	$ 14,802.29		$ 11,386.37		$ 7,970.46	
	Eustis		0.04192925409 8%	$ 8,176.20		$ 6,289.39		$ 4,402.57	
	Fruitland Park		0.00838149302 4%	$ 1,634.39		$ 1,257.22		$ 880.06	
	Groveland		0.02615403499 2%	$ 5,100.04		$ 3,923.11		$ 2,746.17	
	Howey-In-The-Hills		0.00298145830 7%	$ 581.38		$ 447.22		$ 313.05	
	Lady Lake		0.02504824442 6%	$ 4,884.41		$ 3,757.24		$ 2,630.07	
	Leesburg		0.09133939018 5%	$ 17,811.18		$ 13,700.91		$ 9,590.64	
	Mascotte		0.01141560802 5%	$ 2,226.04		$ 1,712.34		$ 1,198.64	
	Minneola		0.01605847580 3%	$ 3,131.40		$ 2,408.77		$ 1,686.14	
	Montverde		0.00134728505 7%	$ 262.72		$ 202.09		$ 141.46	
	Mount Dora		0.04102138007 0%	$ 7,999.17		$ 6,153.21		$ 4,307.24	
	Tavares		0.03182098467 3%	$ 6,205.09		$ 4,773.15		$ 3,341.20	
	Umatilla		0 0056233717 28%	$ 1,096.56		$ 843.51		$ 590.45	
Lee		3.32537188335 9%			$ 1,513,044.21		$ 1,163,880.16		$ 814,716.11
	Lee County		2.11526840750 9%	$ 412,477.34		$ 317,290.26		$ 222,103.18	
	Bonita Springs		0.01737489314 3%	$ 3,388.10		$ 2,606.23		$ 1,824.36	
	Cape Coral		0.71442967716 7%	$ 139,313.79		$ 107,164.45		$ 75,015.12	
	Estero		0.01208017181 3%	$ 2,355.63		$ 1,812.03		$ 1,268.42	
	Fort Myers		0.43110035058 5%	$ 84,064.57		$ 64,665.05		$ 45,265.54	
	Fort Myers Beach		0.00052293544 0%	$ 101.97		$ 78.44		$ 54.91	
	Sanibel		0.03459544770 2%	$ 6,746.11		$ 5,189.32		$ 3,632.52	
Leon		0.89719924493 9%			$ 408,225.66		$ 314,019.74		$ 219,813.82
	Leon County		0.47120114639 1%	$ 91,884.22		$ 70,680.17		$ 49,476.12	
	Tallahassee		0.42599809854 9%	$ 83,069.63		$ 63,899.71		$ 44,729.80	
Levy		0.25119240174 8%			$ 114,292.54		$ 87,917.34		$ 61,542.14
	Levy County		0.20013175067 9%	$ 39,025.69		$ 30,019.76		$ 21,013.83	
	Bronson		0.00570144889 4%	$ 1,111.78		$ 855.22		$ 598.65	
	Cedar Key		0.00518032920 2%	$ 1,010.16		$ 777.05		$ 543.93	
	Chiefland		0.01532672933 7%	$ 2,988.71		$ 2,299.01		$ 1,609.31	
	Fanning Springs		0.00080800788 5%	$ 157.56		$ 121.20		$ 84.84	
	Inglis		0.00497686542 0%	$ 970.51		$ 746.54		$ 522.58	
	Otter Creek		0.00040854331 2%	$ 79.67		$ 61.28		$ 42.90	
	Williston		0.01777435771 5%	$ 3,466.00		$ 2,666.15		$ 1,866.31	
	Yankeetown		0.00088426930 3%	$ 172.43		$ 132.64		$ 92.85	
Liberty		0.01939945222 5%			$ 8,826.75		$ 6,789.81		$ 4,752.87
	Liberty County		0.01930321757 8%	$ 3,764.13		$ 2,895.48		$ 2,026.84	
	Bristol		0 0000962346 47%	$ 18.77		$ 14.44		$ 10.10	
Madison		0.06354028745 5%			$ 28,910.83		$ 22,239.10		$ 15,567.37
	Madison County		0 0581451298 37%	$ 10,363.30		$ 7,971.77		$ 5,580.24	
	Greenville		0.00011076063 1%	$ 21.60		$ 16.61		$ 11.63	
	Lee		0.00001997322 9%	$ 3.89		$ 3.00		$ 2.10	
	Madison		0.01026442375 8%	$ 2,001.56		$ 1,539.66		$ 1,077.76	
Manatee		2.72132334623 5%			$ 1,238,202.12		$ 952,463.17		$ 666,724.22
	Manatee County		2.20164717400 6%	$ 429,321.20		$ 330,247.08		$ 231,172.95	
	Anna Maria		0 0099308261 16%	$ 1,936.41		$ 1,489.55		$ 1,042.68	
	Bradenton		0.37993075463 2%	$ 74,086.50		$ 56,989.61		$ 39,892.73	
	Bradenton Beach		0.01401212774 4%	$ 2,732.36		$ 2,101.82		$ 1,471.27	
	Holmes Beach		0.02803878147 3%	$ 5,467.56		$ 4,205.82		$ 2,944.07	
	Longboat Key		0.03489504613 1%	$ 6,804.53		$ 5,234.26		$ 3,663.98	
	Palmetto		0.05286913613 2%	$ 10,309.48		$ 7,930.37		$ 5,551.26	
Marion		1.70117616896 0%			$ 774,035.16		$ 595,411.66		$ 416,788.16
	Marion County		1.30372889283 7%	$ 254,227.13		$ 195,559.33		$ 136,891.53	
	Belleview		0.00979959225 6%	$ 1,910.92		$ 1,469.94		$ 1,028.96	
	Dunnellon		0.01840079079 5%	$ 3,588.15		$ 2,760.12		$ 1,932.08	
	McIntosh		0.00014525984 4%	$ 28.33		$ 21.79		$ 15.25	
	Ocala		0.36899450409 4%	$ 71,953.93		$ 55,349.18		$ 38,744.42	
	Reddick		0.00010712913 5%	$ 20.89		$ 16.07		$ 11.25	
Martin		0.86948729811 6%			$ 395,616.72		$ 304,320.55		$ 213,024.39
	Martin County		0.75076279575 8%	$ 146,398.75		$ 112,614.42		$ 78,830.09	
	Jupiter Island		0.02087383964 6%	$ 4,070.40		$ 3,131.08		$ 2,191.75	
	Ocean Breeze Park		0.00827073239 3%	$ 1,612.79		$ 1,240.61		$ 868.43	
	Sewall's Point		0.00835607255 1%	$ 1,629.43		$ 1,253.41		$ 877.39	
	Stuart		0.08122385776 7%	$ 15,838.65		$ 12,183.58		$ 8,528.51	
Miami-Dade		5.23211978417 3%			$ 2,380,614.50		$ 1,831,241.92		$ 1,281,869.35
	Miami-Dade County		4.28279767555 2%	$ 835,145.55		$ 642,419.65		$ 449,693.76	
	Aventura		0.02451972788 5%	$ 4,800.85		$ 3,692.96		$ 2,585.07	
	Bal Harbour		0.01004108674 7%	$ 1,958.01		$ 1,506.16		$ 1,054.31	
	Bay Harbor Islands		0.00427245517 5%	$ 833.13		$ 640.87		$ 448.61	
	Biscayne Park		0.00113484253 5%	$ 221.29		$ 170.23		$ 119.16	
	Coral Gables		0.07178015213 1%	$ 13,997.13		$ 10,767.02		$ 7,536.92	
	Cutler Bay		0.00941465366 8%	$ 1,835.86		$ 1,412.20		$ 988.54	
	Doral		0.01397762853 1%	$ 2,725.64		$ 2,096.64		$ 1,467.65	

	El Portal		0.0009242157609%	$ 180.22		$ 138.63		$ 97.04	
	Florida City		0.0039292787929%	$ 766.21		$ 589.39		$ 412.57	
	Golden Beach		0.0028470929519%	$ 555.18		$ 427.06		$ 298.94	
	Hialeah		0.0980158957859%	$ 19,113.10		$ 14,702.38		$ 10,291.67	
	Hialeah Gardens		0.0054526941419%	$ 1,063.27		$ 817.90		$ 572.53	
	Homestead		0.0249356680469%	$ 4,862.46		$ 3,740.35		$ 2,618.25	
	Indian Creek		0.0025438630269%	$ 496.05		$ 381.58		$ 267.11	
	Key Biscayne		0.0136834773469%	$ 2,668.28		$ 2,052.52		$ 1,436.77	
	Medley		0.0087482741319%	$ 1,705.91		$ 1,312.24		$ 918.57	
	Miami		0.2927930054489%	$ 57,094.64		$ 43,918.95		$ 30,743.27	
	Miami Beach		0.1814095724789%	$ 35,374.87		$ 27,211.44		$ 19,048.01	
	Miami Gardens		0.0406836509329%	$ 7,933.31		$ 6,102.55		$ 4,271.78	
	Miami Lakes		0.0078367686089%	$ 1,528.17		$ 1,175.52		$ 822.86	
	Miami Shores		0.0062879355169%	$ 1,226.15		$ 943.19		$ 660.23	
	Miami Springs		0.0061699118939%	$ 1,203.13		$ 925.49		$ 647.84	
	North Bay Village		0.0051603559749%	$ 1,006.27		$ 774.05		$ 541.84	
	North Miami		0.0303792807179%	$ 5,923.96		$ 4,556.89		$ 3,189.82	
	North Miami Beach		0.0303919909539%	$ 5,926.44		$ 4,558.80		$ 3,191.16	
	Opa-locka		0.0078476630969%	$ 1,530.29		$ 1,177.15		$ 824.00	
	Palmetto Bay		0.0074046205709%	$ 1,443.90		$ 1,110.69		$ 777.49	
	Pinecrest		0.0082961528869%	$ 1,617.75		$ 1,244.42		$ 871.10	
	South Miami		0.0078331371119%	$ 1,527.46		$ 1,174.97		$ 822.48	
	Sunny Isles Beach		0.0076933245119%	$ 1,500.20		$ 1,154.00		$ 807.80	
	Surfside		0.0048698362859%	$ 949.62		$ 730.48		$ 511.33	
	Sweetwater		0.0041163008429%	$ 802.68		$ 617.45		$ 432.21	
	Virginia Gardens		0.0011729732449%	$ 228.73		$ 175.95		$ 123.16	
	West Miami		0.0026546236579%	$ 517.65		$ 398.19		$ 278.74	
Monroe		0.4763887385859%			$ 216,756.88		$ 166,736.06		$ 116,715.24
	Monroe County		0.3301247854699%	$ 64,374.33		$ 49,518.72		$ 34,663.10	
	Islamorada		0.0223573058089%	$ 4,359.67		$ 3,353.60		$ 2,347.52	
	Key Colony Beach		0.0047518126619%	$ 926.60		$ 712.77		$ 498.94	
	Key West		0.0880738854179%	$ 17,177.04		$ 13,213.11		$ 9,249.18	
	Layton		0.0001507070899%	$ 29.39		$ 22.61		$ 15.82	
	Marathon		0.0309167421419%	$ 6,028.76		$ 4,637.51		$ 3,246.26	
Nassau		0.4769334630029%			$ 217,004.73		$ 166,926.71		$ 116,848.70
	Nassau County		0.3927063579519%	$ 76,577.74		$ 58,905.95		$ 41,234.17	
	Callahan		0.0002251527599%	$ 43.90		$ 33.77		$ 23.64	
	Fernandina Beach		0.0831594451959%	$ 16,216.09		$ 12,473.92		$ 8,731.74	
	Hillard		0.0008425070989%	$ 164.29		$ 126.38		$ 88.46	
Okaloosa		0.8192128659559%			$ 372,741.85		$ 286,724.50		$ 200,707.15
	Okaloosa County		0.6120596175459%	$ 119,351.63		$ 91,808.94		$ 64,266.26	
	Cinco Bayou		0.0007335622149%	$ 143.04		$ 110.03		$ 77.02	
	Crestview		0.0704401300669%	$ 13,735.83		$ 10,566.02		$ 7,396.21	
	Destin		0.0146785072819%	$ 2,862.31		$ 2,201.78		$ 1,541.24	
	Fort Walton Beach		0.0778374876449%	$ 15,178.31		$ 11,675.62		$ 8,172.94	
	Laurel Hill		0.0000798929149%	$ 15.58		$ 11.98		$ 8.39	
	Mary Esther		0.0093565497309%	$ 1,824.53		$ 1,403.48		$ 982.44	
	Niceville		0.0217453987139%	$ 4,240.35		$ 3,261.81		$ 2,283.27	
	Shalimar		0.0018248267969%	$ 355.84		$ 273.72		$ 191.61	
	Valparaiso		0.0104568930529%	$ 2,039.09		$ 1,568.53		$ 1,097.97	
Okeechobee		0.3534952786929%			$ 160,840.35		$ 123,723.35		$ 86,606.34
	Okeechobee County		0.3145438514059%	$ 61,336.05		$ 47,181.58		$ 33,027.10	
	Okeechobee		0.0389514272879%	$ 7,595.53		$ 5,842.71		$ 4,089.90	
Orange		4.6710282145469%			$ 2,125,317.84		$ 1,634,859.88		$ 1,144,401.91
	Orange County		3.0633303869799%	$ 597,349.43		$ 459,499.56		$ 321,649.69	
	Apopka		0.0972151508929%	$ 18,956.95		$ 14,582.27		$ 10,207.59	
	Bay Lake		0.0235665940139%	$ 4,595.49		$ 3,534.99		$ 2,474.49	
	Belle Isle		0.0107982536869%	$ 2,105.66		$ 1,619.74		$ 1,133.82	
	Eatonville		0.0083252048359%	$ 1,623.41		$ 1,248.78		$ 874.15	
	Edgewood		0.0097160678459%	$ 1,894.63		$ 1,457.41		$ 1,020.19	
	Lake Buena Vista		0.0103552111619%	$ 2,019.27		$ 1,553.28		$ 1,087.30	
	Maitland		0.0467282762099%	$ 9,112.01		$ 7,009.24		$ 4,906.47	
	Oakland		0.0054290866869%	$ 1,058.67		$ 814.36		$ 570.05	
	Ocoee		0.0665998229289%	$ 12,986.97		$ 9,989.97		$ 6,992.98	
	Orlando		1.1602484814909%	$ 226,248.45		$ 174,037.27		$ 121,826.09	
	Windemere		0.0075480646679%	$ 1,471.87		$ 1,132.21		$ 792.55	
	Winter Garden		0.0562645849969%	$ 10,971.59		$ 8,439.69		$ 5,907.78	
	Winter Park		0.1049030281599%	$ 20,456.09		$ 15,735.45		$ 11,014.82	
Osceola		1.0734520929409%			$ 488,420.70		$ 375,708.23		$ 262,995.76
	Osceola County		0.8372486913909%	$ 163,263.49		$ 125,587.30		$ 87,911.11	
	Kissimmee		0.1623660068729%	$ 31,661.37		$ 24,354.90		$ 17,048.43	
	St. Cloud		0.0738373946789%	$ 14,398.29		$ 11,075.61		$ 7,752.93	
Palm Beach		8.6015943720539%			$ 3,913,725.44		$ 3,010,558.03		$ 2,107,390.62
	Palm Beach County		5.5525484750269%	$ 1,082,746.95		$ 832,882.27		$ 583,017.59	
	Atlantis		0.0187512301699%	$ 3,656.49		$ 2,812.68		$ 1,968.88	
	Belle Glade		0.0208284459459%	$ 4,061.55		$ 3,124.27		$ 2,186.99	
	Boca Raton		0.4720690739619%	$ 92,053.47		$ 70,810.36		$ 49,567.25	

	Boynton Beach		0.3064982717 71%	$ 59,767.16		$ 45,974.74		$ 32,182.32	
	Briny Breezes		0.0032574520 12%	$ 635.20		$ 488.62		$ 342.03	
	Cloud Lake		0.0001888377 98%	$ 36.82		$ 28.33		$ 19.83	
	Delray Beach		0.3518465794 57%	$ 68,610.08		$ 52,776.99		$ 36,943.89	
	Glen Ridge		0.0000526566 94%	$ 10.27		$ 7.90		$ 5.53	
	Golf		0.0042833496 63%	$ 835.25		$ 642.50		$ 449.75	
	Greenacres		0.0764248356 57%	$ 14,902.84		$ 11,463.73		$ 8,024.61	
	Gulf Stream		0.0106711513 22%	$ 2,080.87		$ 1,600.67		$ 1,120.47	
	Haverhill		0.0010840015 89%	$ 211.38		$ 162.60		$ 113.82	
	Highland Beach		0 0325109689 34%	$ 6,339.64		$ 4,876.65		$ 3,413.65	
	Hypoluxo		0 0051530929 82%	$ 1,004.85		$ 772.96		$ 541.07	
	Juno Beach		0.0167557388 04%	$ 3,267.72		$ 2,513.63		$ 1,759.54	
	Jupiter Island		0.1254663748 88%	$ 24,465.94		$ 18,819.96		$ 13,173.97	
	Jupiter Inlet Colony		0.0052765638 49%	$ 1,028.93		$ 791.48		$ 554.04	
	Lake Clarke Shores		0.0075607749 03%	$ 1,474.35		$ 1,134.12		$ 793.88	
	Lake Park		0.0294332759 80%	$ 5,739.49		$ 4,414.99		$ 3,090.49	
	Lake Worth		0.1171466172 98%	$ 22,843.59		$ 17,571.99		$ 12,300.39	
	Lantana		0.0245071515 05%	$ 4,778.89		$ 3,676.07		$ 2,573.25	
	Loxahatchee Groves		0.0025311527 89%	$ 493.57		$ 379.67		$ 265.77	
	Manalapan		0.0216328223 33%	$ 4,218.40		$ 3,244.92		$ 2,271.45	
	Mangonia Park		0.0106965717 95%	$ 2,085.83		$ 1,604.49		$ 1,123.14	
	North Palm Beach		0.0443495462 56%	$ 8,648.18		$ 6,652.45		$ 4,656.71	
	Ocean Ridge		0.0127864978 07%	$ 2,493.37		$ 1,917.97		$ 1,342.58	
	Pahokee		0.0040182500 47%	$ 783.56		$ 602.74		$ 421.92	
	Palm Beach		0.1854768481 23%	$ 36,167.99		$ 27,821.53		$ 19,475.07	
	Palm Beach Gardens		0.2336758802 57%	$ 45,566.80		$ 35,051.38		$ 24,535.97	
	Palm Beach Shores		0.0141355986 12%	$ 2,756.44		$ 2,120.34		$ 1,484.24	
	Palm Springs		0.0380217642 82%	$ 7,414.24		$ 5,703.26		$ 3,992.29	
	Riviera Beach		0.1636170572 82%	$ 31,905.33		$ 24,542.56		$ 17,179.79	
	Royal Palm Beach		0.0492957439 59%	$ 9,612.67		$ 7,394.36		$ 5,176.05	
	South Bay		0.0018302740 40%	$ 356.90		$ 274.54		$ 192.18	
	South Palm Beach		0.0058666819 67%	$ 1,144.00		$ 880.00		$ 616.00	
	Tequesta		0.0318936145 95%	$ 6,219.25		$ 4,784.04		$ 3,348.83	
	Wellington		0.0501836447 58%	$ 9,785.81		$ 7,527.55		$ 5,269.28	
	West Palm Beach		0.5492656025 41%	$ 107,106.79		$ 82,389.84		$ 57,672.89	
Pasco		4.6920872604 94%			$ 2,134,899.70		$ 1,642,230.54		$ 1,149,561.38
	Pasco County		4.3192052398 13%	$ 842,245.02		$ 647,880.79		$ 453,516.55	
	Dade City		0.0558197267 23%	$ 10,884.85		$ 8,372.96		$ 5,861.07	
	New Port Richey		0.1498791074 94%	$ 29,226.43		$ 22,481.87		$ 15,737.31	
	Port Richey		0.0495299754 58%	$ 9,658.35		$ 7,429.50		$ 5,200.65	
	San Antonio		0.0021897921 55%	$ 427.01		$ 328.47		$ 229.93	
	St. Leo		0.0027980476 1%	$ 544.21		$ 418.62		$ 293.03	
	Zephyrhills		0.1126726140 89%	$ 21,971.16		$ 16,900.89		$ 11,830.62	
Pinellas		7.9348898167 77%			$ 3,610,374.87		$ 2,777,211.44		$ 1,944,048.01
	Pinellas County		4.5465931845 53%	$ 886,585.67		$ 681,988.98		$ 477,392.28	
	Belleair		0.0180957451 21%	$ 3,528.67		$ 2,714.36		$ 1,900.05	
	Belleair Beach		0.0042615606 85%	$ 831.00		$ 639.23		$ 447.46	
	Belleair Bluffs		0.0075026709 65%	$ 1,463.02		$ 1,125.40		$ 787.78	
	Belleair Shore		0.0004394110 29%	$ 85.69		$ 65.91		$ 46.14	
	Clearwater		0.6338631201 96%	$ 123,603.31		$ 95,079.47		$ 66,555.63	
	Dunedin		0.1024408737 96%	$ 19,975.97		$ 15,366.13		$ 10,756.29	
	Gulfport		0.0478939864 60%	$ 9,339.33		$ 7,184.10		$ 5,028.87	
	Indian Rocks Beach		0.0089534536 62%	$ 1,745.92		$ 1,343.02		$ 940.11	
	Indian Shores		0.0113230048 74%	$ 2,207.99		$ 1,698.45		$ 1,188.92	
	Kenneth City		0.0174547860 58%	$ 3,403.68		$ 2,618.22		$ 1,832.75	
	Largo		0.3741929907 77%	$ 72,967.63		$ 56,128.95		$ 39,290.26	
	Madeira Beach		0.0226169577 79%	$ 4,410.31		$ 3,392.54		$ 2,374.78	
	North Reddington Beach		0.0038203339 09%	$ 744.97		$ 573.05		$ 401.14	
	Oldsmar		0.0394217060 33%	$ 7,687.23		$ 5,913.26		$ 4,139.28	
	Pinellas Park		0.2516663119 91%	$ 49,074.93		$ 37,749.95		$ 26,424.96	
	Redington Beach		0.0036115228 82%	$ 704.25		$ 541.73		$ 379.21	
	Redington Shores		0.0064513528 41%	$ 1,258.01		$ 967.70		$ 677.39	
	Safety Harbor		0.0380617107 40%	$ 7,422.03		$ 5,709.26		$ 3,996.48	
	Seminole		0.0952486957 48%	$ 18,573.50		$ 14,287.30		$ 10,001.11	
	South Pasadena		0.0299689216 56%	$ 5,843.94		$ 4,495.34		$ 3,146.74	
	St. Pete Beach		0.0717910456 19%	$ 13,999.25		$ 10,768.66		$ 7,538.06	
	St. Petersburg		1.4565930901 34%	$ 284,035.65		$ 218,488.96		$ 152,942.27	
	Tarpon Springs		0.1019705955 0 50%	$ 19,884.27		$ 15,295.59		$ 10,706.91	
	Treasure Island		0.0406527832 15%	$ 7,927.29		$ 6,097.92		$ 4,268.54	
Polk		2.1504830252 98%			$ 978,469.78		$ 752,669.06		$ 526,868.34
	Polk County		1.5580498284 84%	$ 303,819.72		$ 233,707.47		$ 163,595.23	
	Auburndale		0.0286361625 84%	$ 5,584.05		$ 4,295.42		$ 3,006.80	
	Bartow		0.0439719706 60%	$ 8,574.53		$ 6,595.80		$ 4,617.06	
	Davenport		0.0053056158 18%	$ 1,034.60		$ 795.84		$ 557.09	
	Dundee		0.0055979512 55%	$ 1,091.60		$ 839.69		$ 587.78	
	Eagle Lake		0.0025801779 87%	$ 503.13		$ 387.03		$ 270.92	
	Fort Meade		0.0077024032 51%	$ 1,501.97		$ 1,155.36		$ 808.75	

	Frostproof		0.005857603227%	$ 1,142.23		$ 878.64		$ 615.05	
	Haines City		0.047984773863%	$ 9,357.03		$ 7,197.72		$ 5,038.40	
	Highland Park		0.000063551182%	$ 12.39		$ 9.53		$ 6.67	
	Hillcrest Heights		0.000005447244%	$ 1.06		$ 0.82		$ 0.57	
	Lake Alfred		0.007489960729%	$ 1,460.54		$ 1,123.49		$ 786.45	
	Lake Hamilton		0.002540231530%	$ 495.35		$ 381.03		$ 266.72	
	Lakeland		0.294875668468%	$ 57,500.76		$ 44,231.35		$ 30,961.95	
	Lake Wales		0.036293172134%	$ 7,077.17		$ 5,443.98		$ 3,810.78	
	Mulberry		0.005414560702%	$ 1,055.84		$ 812.18		$ 568.53	
	Polk City		0.001080370093%	$ 210.67		$ 162.06		$ 113.44	
	Winter Haven		0.097033576087%	$ 18,921.55		$ 14,555.04		$ 10,188.53	
Putnam		0.38489319406 8%			$ 175,126.40		$ 134,712.62		$ 94,298.83
	Putnam County		0.329225990182%	$ 64,199.07		$ 49,383.90		$ 34,568.73	
	Crescent City		0.005561636294%	$ 1,084.52		$ 834.25		$ 583.97	
	Interlachen		0.001877483489%	$ 366.11		$ 281.62		$ 197.14	
	Palatka		0.046955244716%	$ 9,156.27		$ 7,043.29		$ 4,930.30	
	Pomona Park		0.000379491344%	$ 74.00		$ 56.92		$ 39.85	
	Welaka		0.000893348043%	$ 174.20		$ 134.00		$ 93.80	
Santa Rosa		0.7012673195 13%			$ 319,076.63		$ 245,443.56		$ 171,810.49
	Santa Rosa County		0.592523984216%	$ 115,542.18		$ 88,878.60		$ 62,215.02	
	Gulf Breeze		0.061951507906%	$ 12,080.54		$ 9,292.73		$ 6,504.91	
	Jay		0.000159785829%	$ 31.16		$ 23.97		$ 16.78	
	Milton		0.046632041562%	$ 9,093.25		$ 6,994.81		$ 4,896.36	
Sarasota		2.805043857579%			$ 1,276,294.96		$ 981,765.35		$ 687,235.75
	Sarasota County		1.924315263251%	$ 375,241.48		$ 288,647.29		$ 202,053.10	
	Longboat Key		0.044489458856%	$ 8,675.44		$ 6,673.42		$ 4,671.39	
	North Port		0.209611771277%	$ 40,874.30		$ 31,441.77		$ 22,009.24	
	Sarasota		0.484279979635%	$ 94,434.60		$ 72,642.00		$ 50,849.40	
	Venice		0.142347384560%	$ 27,757.74		$ 21,352.11		$ 14,946.48	
Seminole		2.141148264544%			$ 974,222.46		$ 749,401.89		$ 524,581.32
	Seminole County		1.508694164839%	$ 294,195.36		$ 226,304.12		$ 158,412.89	
	Altamonte Springs		0.081305566430%	$ 15,854.59		$ 12,195.83		$ 8,537.08	
	Casselberry		0.080034542791%	$ 15,606.74		$ 12,005.18		$ 8,403.63	
	Lake Mary		0.079767627827%	$ 15,554.69		$ 11,965.14		$ 8,375.60	
	Longwood		0.061710013415%	$ 12,033.45		$ 9,256.50		$ 6,479.55	
	Oviedo		0.103130858057%	$ 20,110.52		$ 15,469.63		$ 10,828.74	
	Sanford		0.164243490362%	$ 32,027.48		$ 24,636.52		$ 17,245.57	
	Winter Springs		0.062262000824%	$ 12,141.09		$ 9,339.30		$ 6,537.51	
St. Johns		0.710333349554%			$ 323,201.67		$ 248,616.67		$ 174,031.67
	St. Johns County		0.656334818131%	$ 127,985.29		$ 98,450.22		$ 68,915.16	
	Hastings		0.000010894488%	$ 2.12		$ 1.63		$ 1.14	
	Marineland		0.000000000000%	$ -		$ -		$ -	
	St. Augustine		0.046510386442%	$ 9,069.53		$ 6,976.56		$ 4,883.59	
	St. Augustine Beach		0.007477250493%	$ 1,458.06		$ 1,121.59		$ 785.11	
St. Lucie		1.505627843552%			$ 685,515.67		$ 527,319.75		$ 369,123.82
	St. Lucie County		0.956156584302%	$ 186,450.53		$ 143,423.49		$ 100,396.44	
	Fort Pierce		0.159535255654%	$ 31,109.37		$ 23,930.29		$ 16,751.20	
	Port St. Lucie		0.390803453989%	$ 76,206.67		$ 58,620.52		$ 41,034.36	
	St. Lucie Village		0.000132549608%	$ 25.85		$ 19.88		$ 13.92	
Sumter		0.326398870459%			$ 148,511.49		$ 114,239.60		$ 79,967.72
	Sumter County		0.302273026046%	$ 58,943.24		$ 45,340.95		$ 31,738.67	
	Bushnell		0.006607507174%	$ 1,288.46		$ 991.13		$ 693.79	
	Center Hill		0.001312785844%	$ 255.99		$ 196.92		$ 137.84	
	Coleman		0.000748088199%	$ 145.88		$ 112.21		$ 78.55	
	Webster		0.001423546476%	$ 277.59		$ 213.53		$ 149.47	
	Wildwood		0.014033916721%	$ 2,736.61		$ 2,105.09		$ 1,473.56	
Suwannee		0.191014879692%			$ 86,911.77		$ 66,855.21		$ 46,798.65
	Suwannee County		0.161027800555%	$ 31,400.42		$ 24,154.17		$ 16,907.92	
	Branford		0.000929663004%	$ 181.28		$ 139.45		$ 97.61	
	Live Oak		0.029057416132%	$ 5,666.20		$ 4,358.61		$ 3,051.03	
Taylor		0.092181897282%			$ 41,942.76		$ 32,263.66		$ 22,584.56
	Taylor County		0.069969851319%	$ 13,644.12		$ 10,495.48		$ 7,346.83	
	Perry		0.022212045963%	$ 4,331.35		$ 3,331.81		$ 2,332.26	
Union		0.065156303224%			$ 29,646.12		$ 22,804.71		$ 15,963.29
	Union County		0.063629259109%	$ 12,407.71		$ 9,544.39		$ 6,681.07	
	Lake Butler		0.001398126003%	$ 272.63		$ 209.72		$ 146.80	
	Raiford		0.000012710236%	$ 2.48		$ 1.91		$ 1.33	
	Worthington Springs		0.000116207876%	$ 22.66		$ 17.43		$ 12.20	
Volusia		3.130329674480%			$ 1,424,300.00		$ 1,095,615.39		$ 766,930.77
	Volusia County		1.708575842287%	$ 333,172.19		$ 256,286.30		$ 179,400.41	
	Daytona Beach		0.447556752129%	$ 87,273.51		$ 67,133.47		$ 46,993.43	
	Daytona Beach Shores		0.039743093439%	$ 7,749.90		$ 5,961.46		$ 4,173.02	
	DeBary		0.035283616215%	$ 6,880.31		$ 5,292.54		$ 3,704.78	
	DeLand		0.098983689498%	$ 19,301.82		$ 14,847.55		$ 10,393.29	
	Deltona		0.199329190038%	$ 38,869.19		$ 29,899.38		$ 20,929.56	
	Edgewater		0.058042202343%	$ 11,318.23		$ 8,706.33		$ 6,094.43	
	Flagler Beach		0.000223337011%	$ 43.55		$ 33.50		$ 23.45	

	Holly Hill		0.031615805143%	$ 6,165.08		$ 4,742.37		$ 3,319.66	
	Lake Helen		0.004918861482%	$ 959.18		$ 737.83		$ 516.48	
	New Smyrna Beach		0.104065968306%	$ 20,292.86		$ 15,609.90		$ 10,926.93	
	Oak Hill		0.004820811087%	$ 940.06		$ 723.12		$ 506.19	
	Orange City		0.033562287058%	$ 6,544.65		$ 5,034.34		$ 3,524.04	
	Ormond Beach		0.114644516477%	$ 22,355.68		$ 17,196.68		$ 12,037.67	
	Pierson		0.002333236251%	$ 454.98		$ 349.99		$ 244.99	
	Ponce Inlet		0.023813535748%	$ 4,643.64		$ 3,572.03		$ 2,500.42	
	Port Orange		0.177596501562%	$ 34,631.32		$ 26,639.48		$ 18,647.63	
	South Daytona		0.045221205323%	$ 8,818.14		$ 6,783.18		$ 4,748.23	
Wakulla		0.115129321208%			$ 52,383.84		$ 40,295.26		$ 28,206.68
	Wakulla County		0.114953193647%	$ 22,415.87		$ 17,242.98		$ 12,070.09	
	Sopchoppy		0.000107129135%	$ 20.89		$ 16.07		$ 11.25	
	St. Marks		0.000068998426%	$ 13.45		$ 10.35		$ 7.24	
Walton		0.268558216151%			$ 122,193.99		$ 93,995.38		$ 65,796.76
	Walton County		0.224268489581%	$ 43,732.36		$ 33,640.27		$ 23,548.19	
	DeFuniak Springs		0.017057137234%	$ 3,326.14		$ 2,558.57		$ 1,791.00	
	Freeport		0.003290135477%	$ 641.58		$ 493.52		$ 345.46	
	Paxton		0.023942453860%	$ 4,668.78		$ 3,591.37		$ 2,513.96	
Washington		0.120124444109%			$ 54,656.62		$ 42,043.56		$ 29,430.49
	Washington County		0.104908475404%	$ 20,457.15		$ 15,736.27		$ 11,015.39	
	Caryville		0.001401757499%	$ 273.34		$ 210.26		$ 147.18	
	Chipley		0.012550450560%	$ 2,447.34		$ 1,882.57		$ 1,317.80	
	Ebro		0.000221521263%	$ 43.20		$ 33.23		$ 23.26	
	Vernon		0.000361333863%	$ 70.46		$ 54.20		$ 37.94	
	Wausau		0.000680905521%	$ 132.78		$ 102.14		$ 71.50	
		100.00%	100.00%	$ 19,500,000.00	$ 45,500,000.00	$ 15,000,000.00	$ 35,000,000.00	$ 10,500,000.00	$ 24,500,000.00

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 3

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director:
City Manager: Craig Shadrix

Subject: Approval of a Letter of Intent and Proceed to Contract to Purchase 113 W. Oakland Avenue. (Assistant City Manager Rumer)

Background Summary:

City staff has identified a time-sensitive opportunity to acquire the property located at 113 W. Oakland Avenue in downtown Ocoee. The parcel consists of 0.288 acres and sits adjacent to the recently reconstructed W. Oakland Avenue streetscape with a $4 million City investment, and is located near City Hall Campus and Unity Park.

Acquisition of this parcel is strategically important to the City's long-term vision for W. Oakland Avenue. Securing this property would allow the City to guide future development in alignment with community goals, while preventing speculative purchases or incompatible uses that could undermine the corridor's planned direction.

Per the attached LOI to Purchase, the agreed-upon purchase price is $225,000. While an appraisal is not required by City Charter for the purchase of land, staff has initiated one to ensure due diligence; however, it will not be available at the time of this report item. The strategic nature of this acquisition and the time-sensitive opportunity it represents, supports moving forward prior to receipt of the formal appraisal. Delay risks losing the property to speculative or incompatible private development.

The FY 25/26 budget provides sufficient funds for strategic property acquisition.

Issue:

Should the Honorable Mayor and City Commission approve an LOI and Proceed to Contract to Purchase 113 W. Oakland Avenue?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve an LOI and Proceed to Contract to Purchase 113 W. Oakland Avenue.

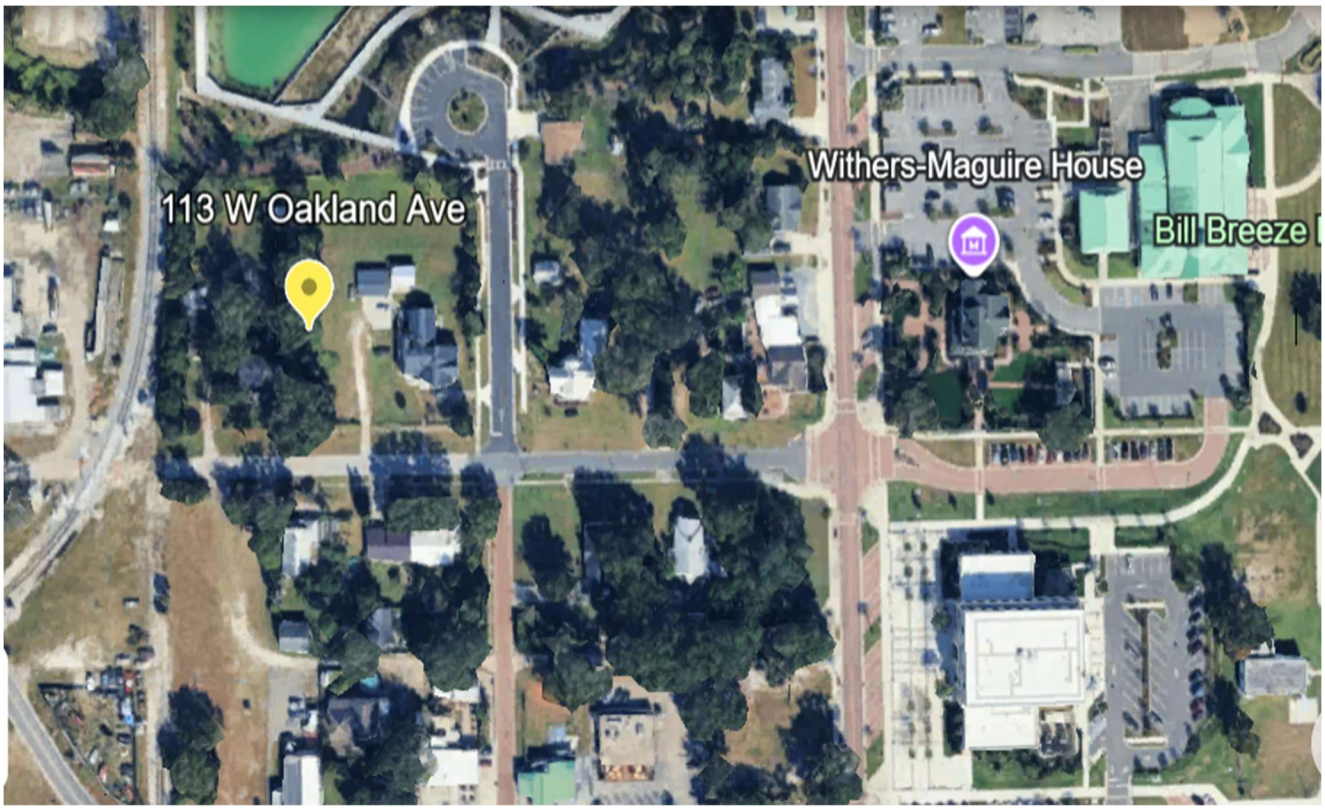
Attachments:

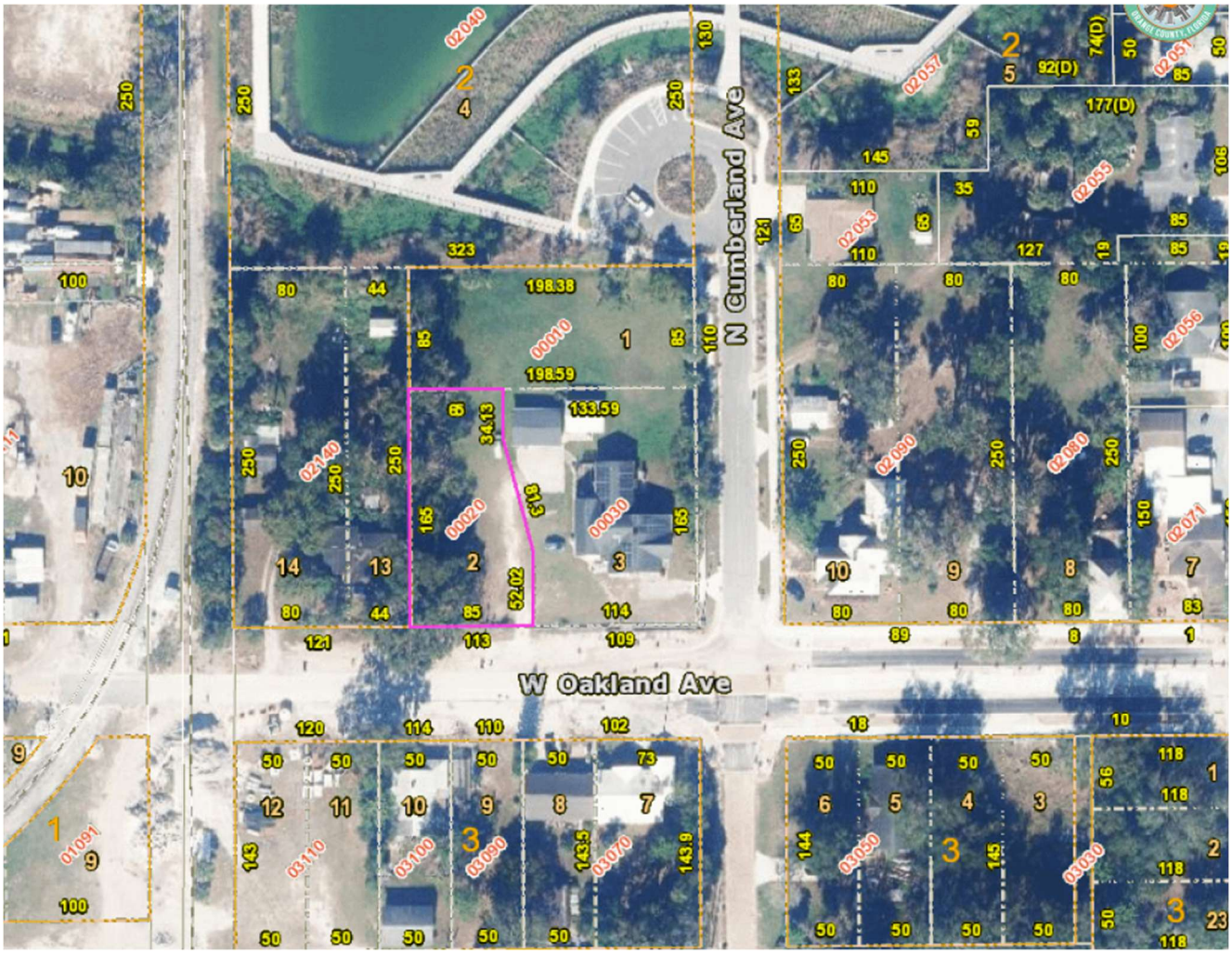
1. Location Map for 113 W. Oakland Ave.
2. Signed Letter of Intent

Financial Impacts:

$225,000 to be funded by GL-316-516-00-6100 Job A000585 which has the necessary funds.

Type of Item: Consent


113 W Oakland Ave
Withers-Maguire House
Bill Breeze


N Cumberland Ave
W Oakland Ave

Authentisign ID: 63E896EA-5B19-F111-A69A-000D3A4FF82A

March 6, 2026

To: Aplausos LLC

From: Michael Rumer, Assistant City Manager

Subject: Letter of Intent to acquire property at 113 W Oakland Drive, Ocoee, Florida, having Orange County Tax Parcel Identification Number 17-22-28-2873-00-020 (the "Property").

Dear Madam or Sir:

On behalf of the City of Ocoee, I hereby submit this Letter of Intent to acquire the above referended Property owned by Aplausos LLC ("Owner") containing 0.29 +/- acres ("Property") from the Owner on the following terms and conditions:

The Terms of the purchase would be as follows:

- Purchase Price of $225,000 paid by cash. No mortgage used for the purchase.
- Escrow Deposit by the City of $5,000.00, which will be applied towards the Purchase Price at Closing.
- Due Diligence Period of fifteen (15) days from the Effective Date of the Purchase and Sale Contract. The City may terminate the Contract at any time during the Due Diligence Period and receive a full refund of the Escrow Deposit.
- Closing within fifteen (15) days from the expiration of the Due Diligence Period or earlier upon no less than two (2) business days notice from Buyer.
- Pro-rated ad valorem taxes to the date of Closing will be withheld from the closing proceeds and paid to the Orange County Tax Collector as required by Florida Statutes. The City is tax exempt and does not pay ad valorem taxes.
- The City will select the title insurance agent and pay for the title search, title commitment and title insurance policy. Owner will provide and execute all affidavits, corporate documents, resolutions and other documentation required of Owner by the title commitment for City to obtain title insurance.
- Conveyance of the Property by Warranty Deed free and clear of all leases, mortgages, liens and encumbrances, except for existing recorded easements and deed restrictions as may be acceptable to the City.

Authentisign ID: 63E896EA-5B19-F111-A69A-000D3A4FF82A

- Owner is responsible for any costs associated with satisfaction and release of any mortgage on the Property. If there is a mortgage, Owner will provide a mortgage pay off estoppel letter at least ten (10) days prior to Closing.
- Documentary stamps taxes on the warranty deed will be paid by Owner. The City will pay all other closing costs, including title search costs, recording costs on the deed, escrow agent services and closing document preparation.
- The Closing will be performed by the City's Attorney with the law firm of Fishback Dominick, 1947 Lee Road, Winter Park, Florida 32789.
- A contract for the purchase and sale of the Property incorporating other acceptable terms must be drafted and executed by the parties. Any contract for the purchase and sale of the Property will need to be approved at a public meeting by the City Commission of the City of Ocoee before it will be effective.
- This Letter of Intent is not a contract but is a guide to assist the parties in their efforts to reach a mutually agreeable contract for the purchase and sale of the Property. Neither party is bound by any of the provisions herein and any contract may have any, all, or none of the provisions referenced herein, and the parties are free to add, subtract, modify, and have whatever provisions in such contract as the parties mutually agree in writing.

If you approve, please execute this letter of intent and return a copy to me.

Owner approves this
Letter of Intent

Aplausos LLC

By: Patricia Jo Anne Jarvis
Name/Title

Date: 03/06/26

Sincerely,
City of Ocoee

Michael Rumer
Assistant City Manager

Date:_____

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 4

Contact Name: Carolina Vaca
Contact Number: Ext. 1027

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of Orange County's Reappointment to the Community Redevelopment Agency Board. (CRA Administrator Vaca)

Background Summary:
Pursuant to Section 163.357(1)(c), Florida Statutes, the governing board of the City of Ocoee Community Redevelopment Agency (CRA) shall consist of the five members of the Ocoee City Commission plus two individuals appointed by the City Commission. In accordance with Orange County Resolution No. 2006-M-22, one of the appointed members shall be nominated by the Orange County Board of County Commissioners.

The four-year term of Orange County nominated member Randy June has concluded. On March 24, 2026, the Board of County Commissioners took official action to nominate Randy June for reappointment to the CRA Board with a term expiring December 31, 2029.

Issue:
Should the Honorable Mayor and City Commission reappoint Randy June to the CRA Board as the Orange County nominee for a term ending December 31, 2029?

Recommendations:
Staff respectfully recommends that the Honorable Mayor and City Commission reappoint Randy June to the CRA Board as the Orange County nominee for a term ending December 31, 2029.

Attachments:
1. BCC Nomination Action Letter

Financial Impacts:
None

Type of Item: Consent

ORANGE COUNTY GOVERNMENT
FLORIDA

AGENDA DEVELOPMENT OFFICE
201 South Rosalind Avenue ▪ Reply To: Post Office Box 1393 ▪ Orlando, Florida 32802-1393
407-836-5426 ▪ Fax: 407-836-2899 ▪ www.orangecountyfl.net

March 25, 2026

Mr. Craig Shadrix
City Manager, City of Ocoee
1 N. Bluford Avenue
Ocoee, Florida 34761

Dear Mr. Shadrix:

On March 24, 2026, the Orange County Board of County Commissioners took official action to nominate Randy June for reappointment to the Ocoee Community Redevelopment Agency with a term expiring December 31, 2029.

Please contact me should you require any further information.

Sincerely,

Cheryl J. Gillespie

Cheryl J. Gillespie
Supervisor

cc: Commissioner Christine Moore, District 2
Mayor Rusty Johnson, City of Ocoee
Melanie Sibbitt, MMC, City Clerk, City of Ocoee
Jason Reynolds, Deputy Director, Planning, Environmental, and Development Services Department
Alberto Vargas, Manager, Planning Division
Brandy Driggers, Manager, Neighborhood Services Division

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 5

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for Woodson Avenue Watermain Phase 2 Installation. (Development Engineer Keaton)

Background Summary:

The Woodson Avenue Watermain Phase 2 is located in Commission District 2, on the south side of Center Street, north of E. Silver Star Road, adjacent to the Sunny Slopes and Hillcrest Heights Subdivision. The developer has completed construction of the infrastructure improvements for the subdivision and has requested a Certificate of Completion. The infrastructure improvements include the Watermain to provide potable water to three (3) lots in the area, at 524, 518 & 508 Woodson Avenue.

As a requirement of the Land Development Code, the developer is required to furnish the City with a Surety to cover any possible damages discovered during the next two years. Should the developer not choose to make those repairs, Legacy Homes FL, LLC, has provided the City with a cash escrow in the amount of 10% of the constructed improvements. The attached Maintenance, Materials, and Workmanship Agreement (Form 8 of the Land Development Code) acts as the executable document between the developer and the City. The Surety will be returned to the developer upon completion of the two-year warranty period and the repair of any damages caused over those two years.

Issue:

Should the Honorable Mayor and City Commission accept the Surety as provided by Legacy Homes FL, LLC, for the two-year warranty for Woodson Avenue Watermain Phase 2 and execute the Maintenance, Materials, and Workmanship Agreement; and should the City accept the Surety as provided by Legacy Homes FL, LLC for the Maintenance, Materials, and Workmanship Agreement for the Woodson Avenue Watermain Phase 2 Installation?

Recommendations:

The Development Services Department recommends the Honorable Mayor and City Commission approve the Surety and the execution of the Maintenance, Materials, and Workmanship Agreement with Legacy Homes FL, LLC, for the Woodson Avenue Watermain Phase 2 Installation.

Attachments:

1. MMW Escrow Agreement

Financial Impacts:
There are no financial impacts to the City in accepting this two-year warranty Surety.

Type of Item: Consent

MAINTENANCE, MATERIALS, AND WORKMANSHIP ESCROW AGREEMENT

This Agreement is entered into this ___ day of _____, 20__, by Legacy Homes FL, LLC hereinafter referred to as "Developer" and the **City of Ocoee, a Florida municipal corporation,** hereinafter referred to as the "City".

WHEREAS, Developer is the owner of certain real property located in Orange County, Florida more fully described in the attached **Exhibit "A"** which exhibit is incorporated herein by this reference (the "Property"); and

WHEREAS, Developer has developed and constructed on the property, a Water Main known as Woodson Ave Water Main Phase II (the "Water Main") and in connection therewith has installed with the approval of the City certain improvements (the "Improvements") under the provisions, conditions, and requirements of the City's Regulations and the Permit approval granted the 17 day of June, 2025, by the City's Permitting and Utilities department; and

WHEREAS, under Section 4-4, Subdivision Review Process, of the City's Land Development Code, Developer is required to warrant the maintenance, materials, and workmanship of the Improvements constructed by Developer within the Subdivision; and

WHEREAS, Section 4-4, Subdivision Review Process, of the City's Land Development Code provide that Developer may guaranty such maintenance, materials, and workmanship by placing a cash escrow with the City; and

WHEREAS, Developer wishes to establish an escrow fund in order to guaranty the maintenance, materials, and workmanship of the Improvements as required by Section 4-4, Subdivision Review Process, of the Land Development Code.

NOW THEREFORE, the parties agree as follows:

SECTION 1. ESTABLISHMENT OF ESCROW FUND.

Developer does hereby establish an escrow fund with the City in the amount of **$1711.00** to guaranty the maintenance, materials, workmanship, and structural integrity of the Improvements. This escrow fund shall be placed by the City in an account at a local financial institution and shall be disbursed only in accord with the terms of this Agreement.

SECTION 2. TERMS AND CONDITIONS FOR RETURN OF ESCROW FUND.

In the event Developer shall maintain the Improvements in a first class condition for a period of two (2) years from the date of issuance of the Certificate of Completion for the Improvements, and if Developer shall replace all paving or other structures which within said two (2) year period shall be found by the City not to comply with said subdivision approval, and that if the Developer shall replace any other Improvements the materials, workmanship, or structural integrity of which shall be found by the City not to comply with said subdivision approval for a two (2) year period following issuance of the Certificate of Completion by the City, and shall pay any and all costs or expenses incidental to the performance of any work required to be performed hereunder, then the monies escrowed hereunder less an administrative fee of two (2) percent which shall be retained by the City and less all bank charges with respect to the maintenance of the escrow fund shall be returned to the Developer.

SECTION 3. CITY'S RIGHT TO DRAW ON ESCROW FUND.

The funds escrowed hereunder shall be used by the City only to repair or replace the Improvements deemed by the City to not comply with the subdivision approval except as mutually agreed to by the parties. If at any time during the two (2) year period following the issuance of the Certificate of Completion for the Improvements the City notifies Developer in writing of any deficiency or fault in the materials, workmanship, or structural integrity of the Improvements, and Developer fails to correct such deficiency or fault to the satisfaction of the City within thirty (30) days of such written notice, then the City may make such corrections, the cost of which shall be paid for out of the escrow fund for this purpose without further notice to Developer.

Notwithstanding anything contained in Section 2 above, in the event the City has notified Developer of a deficiency or fault as provided above, the term of this Agreement shall continue until such deficiency or fault is corrected.

SECTION 4. CONTINUED APPLICABILITY OF SUBDIVISION REGULATIONS.

This Agreement shall not be construed to relieve or release Developer from any of its obligations under the City Subdivision Regulations with respect to the Improvements.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

Vinton Best

Print Name Vinton Best

Mahendra Samaroo

Print Name Mahendra Samaroo

DEVELOPER:

Legacy Homes FL LLC, a Florida

By: Camilo Lopez

Print Name: Camilo Lopez

Its: Manager

CITY:

Signed, sealed and delivered in the Presence of:

CITY OF OCOEE, FLORIDA

By:_____

By: _____
Rusty Johnson, Mayor

Print Name: _____
Address: 1 N. Bluford Ave. Ocoee, FL 34761

By: _____

Print Name: _____
Address: 1 N. Bluford Ave. Ocoee, FL 34761

Attest: _____
Melanie Sibbitt, City Clerk

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA. Approved as to form and legality this ____day of _____, 20___.

APPROVED BY THE CITY OF OCOEE COMMISSION AT A MEETING HELD ON _____, 20___UNDER AGENDA ITEM NO. _____.

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, by means of □ physical presence or □ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **RUSTY JOHNSON** and **MELANIE SIBBITT**, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE, FLORIDA**, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this _____day of _____, 2025.

_____
Signature of Notary

_____
Name of Notary (typed, printed or stamped)
Commission Number (if not legible on seal):_____
Commission expires (if not legible on seal):_____

EXHIBIT "A"

(Legal Description of Real Property Constituting the Subdivision)

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 6

Contact Name: Steven Weber
Contact Number: Ext. 1520

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval to Set Workshop and Hearing Dates for FY 2026/2027 Budget Process. (Finance Director Weber)

Background Summary:
Workshops are held during August for staff and the Commission to discuss the proposed budget for the upcoming fiscal year. Public hearings are required by the TRIM Act in September, serving as a mechanism to notify the citizens of the proposed budget and allow the opportunity for their comments.

Issue:
The TRIM Act has specific timeframes for scheduling and holding the required hearings. The hearing dates cannot conflict with Orange County (9/10 and 9/24) or Orange County School Board (7/28 and 9/08) hearing dates.

Recommendations:
Potential dates for the budget workshops and hearings are restrictive due to the timing of the holidays and vacation schedules.

Staff recommends the City Commission approve the following dates for the August budget workshops:
August 5th and 19th

Staff recommends the City Commission approve the following dates for the September budget hearings:
September 9th and 23rd

Workshops and hearings will begin at 6:00 p.m.

Attachments:
None

Financial Impacts:
Decisions resulting from the workshops and hearings will establish the operating budget for fiscal year 2026/2027

Type of Item: Consent

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 7

Contact Name: Charles Van Camp
Contact Number: Ext. 2006

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: Approval to Accept Florida Department of Health Emergency Medical Services (EMS) Matching Grant Award for Active Shooter Protective Equipment. (Deputy Fire Chief Van Camp)

Background Summary: The Florida Department of Health (DOH), Division of Emergency Preparedness and Community Support, administers the Emergency Medical Services (EMS) Matching Grant Program to assist local agencies in enhancing emergency medical response capabilities through funding for equipment, vehicles, and training.

The Ocoee Fire Department previously received approval from the City Commission on October 7, 2025, to apply for this grant to replace expiring active shooter protective equipment. The Department has now been formally awarded EMS Matching Grant ID M2662 in the amount of $8,208.00.
This funding will support the purchase of:

- Six (6) ballistic vests and helmets

These items are critical as the Department's current ballistic personal protective equipment (PPE) is approaching the end of its 10-year service life and must be removed from service upon expiration. Replacement ensures continued responder safety and operational readiness for potentially violent situations (PVS), active shooter incidents, and other hostile environments where personnel may be required to operate in the "warm zone."
The upgraded equipment will provide:

- Rifle-rated ballistic protection
- Reduced weight and improved mobility
- Enhanced integration with communications and other PPE
- Improved interoperability during multi-agency responses

The total approved project cost is $10,944.00, with the following cost distribution:

- Grant Award (75%): $8,208.00

- City Match (25%): $2,736.00

Per grant requirements, the City must execute a Memorandum of Agreement (MOA) with the Florida Department of Health prior to the release of funds and comply with quarterly reporting requirements on expenditures and project progress.

Issue:
Should the Mayor and City Commission approve the acceptance of the Florida Department of Health EMS Matching Grant award, authorize execution of the required agreement and associated documents, and authorize purchasing of the equipment?

Recommendations:
It is recommended that the Mayor and City Commission approve the acceptance of the Florida Department of Health EMS Matching Grant award, authorize execution of the required agreement and associated documents, and authorize purchasing of the equipment.

Attachments:
1. Award Letter

Financial Impacts:
The required City match of $2,736.00 will be funded through the Fire Department's FY 2025–2026 budget (Account 001-522-00-5204 Protective Clothing). The grant will provide $8,208.00 in external funding, reducing the financial burden on the City for necessary safety equipment upgrades.

Type of Item: Consent

Via Email cvancamp@ocoee.org

March 9, 2026

Mr. Charles Van Camp, Deputy Fire Chief
Ocoee Fire Department
563 S. Bluford Ave
Ocoee, FL 34761

Dear Chief Van Camp,

The Florida Department of Health, Division of Emergency Preparedness and Community Support is pleased to award the Emergency Medical Services (EMS) Matching Grant, ID M2662 in the amount of $8,208.00 to Ocoee Fire Department. This award is subject to appropriation and availability of funds. Section 401.113(2)(b), Florida Statutes (F.S.), provides authority to dispense funds to entities annually from the EMS Trust Fund; no federal funding was utilized for this grant.

Grant funds are approved for the purchase and/or implementation of the following project components:

- (6) Ballistic Vests and Helmets

The approved funding for this project is as follows:

- Award Amount: $8,208.00
- Required Match Amount (Urban 25%): $2,736.00
- Total Project Amount: $10,944.00

Pursuant to section 401.113(2)(b), F.S., and in compliance with the Florida Catalog of State Financial Assistance, program number 64.003, agencies are required to report grant activities and purchases to the Department. Grant reports are due to the Department within 30 days of the end of each fiscal quarter. You will receive the MOA for your review and signature at a later date. Funds will not be released until after the MOA is executed in full. A copy of the executed MOA, with my signature, will be provided for your records.

Thank you for your participation in the Florida Department of Health, Bureau of Emergency Medical Oversight's EMS Matching Grant program. If you need assistance, please contact our staff at EMSGrants@FLHealth.gov.

Sincerely,

Steve McCoy
Division Director
Emergency Preparedness and Community Support

SM/cg

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 8

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of Pryme Infil Software Agreement. (Police Chief Ogburn)

Background Summary:

The Ocoee Police Department requests approval to implement Pryme Infil, a purpose-built software platform designed to support mission-specific law enforcement operations and recurring training. Pryme Infil complies with the standards established by the U.S. Department of Justice (DOJ) and the Criminal Justice Information Services (CJIS), ensuring the secure handling of sensitive law enforcement information. The platform is specifically designed to enhance coordination, communication, documentation, and data preservation for high-risk, highly scrutinized, and often litigated operations.

The software will enable Central Florida Metro SWAT and its participating agencies to effectively notify and deploy personnel for operations, securely disseminate accurate, concise information, and generate and distribute operational plans (SMEAC format) from the field. Additionally, Pryme Infil enables efficient organization of operations by integrating all required resources, including negotiators, dispatch, tactical units, medics, K-9 units, drones, and air support, into a unified platform. The system also reduces administrative burden on command staff and supervisors by eliminating redundant processes and improving operational efficiency.

Pryme Infil further provides a secure solution for documenting, storing, and managing all agency-related data, including operational reports, personnel records, and training documentation. This capability supports transparency, strengthens accountability, and reduces potential liability exposure, legal costs, and litigation risks. The platform also enhances recurring training efforts by applying the same structured framework used in live operations, ensuring consistency, preparedness, and improved performance outcomes.

This software will be purchased by the Winter Garden Police Department and utilized by members of the Ocoee Police Department assigned to the Metro SWAT Team.

Issue:

Should the Honorable Mayor and City Commission approve the annual subscription for Pryme Infil software for our Metro SWAT operators?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve the annual subscription for Pryme Infil software, which will be used by our Metro SWAT operators. This product will provide a secure solution for documenting, storing, and managing all Metro SWAT-related data, including operational reports, personnel records, and training documentation.

Attachments:
None

Financial Impacts:
The annual cost of the Pryme Infil software subscription is $1,200 and will be funded through the Police Department's existing operating budget under GL 001-521-00-5235. No additional budget appropriation is required.

Type of Item: Consent

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 9

Contact Name: Joyce Tolbert
Contact Number: Ext. 1516

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval of Declaration of City Surplus Property. (Procurement Manager Tolbert)

Background Summary:

Attached is a departmental listing of items requested to be declared as surplus property. A tentative listing was given to all departments, allowing an opportunity to request any items meeting their departmental needs, and all transfer requests were removed from the surplus list. The Police Department's unclaimed evidence and abandoned property have been transferred to the City, per the attached memorandum.

The City is currently under contract with George Gideon Auctioneers, Inc., Zellwood, Florida for the public sale of the City's surplus property, which piggybacks the School District of Osceola County's contract terms and conditions, which has been renewed to January 25, 2028. These items are identified on the list as **ID Code "G".** Due to market demand, Gideon Auctioneers performs online auctions only. Gideon Auctioneers will continue to act as the dealer in transferring all titles and collecting sales tax, collecting payments, removing city markings and preparing items for sale, taking auction pictures and listing each item, which includes answering questions and showing the items to the public. This action will present the City with the opportunity for a larger coverage area with more convenience for the public and would alleviate the overtime costs and auctioneer fees incurred in conducting the auction in-house.

The City successfully utilized Gideon Auctioneers for previous surplus sales, and found the proceeds received for items sold by Gideon Auctioneers to be comparable to those sold directly by the City or by other online auction platforms. Gideon Auctioneers receives a 9% buyer paid premium for all titled items (vehicles/on-road equipment), an 18% buyer paid premium for miscellaneous items, and a 2% buyer paid online bid processing fee, which is common for this industry. There is no commission charge to the City.

Any items that do not sell will be listed again, or other selling options will be explored by staff and brought back to the City Commission for approval. A detailed report of all items sold will be forwarded to the City along with payment within fourteen (14) business days of the end of the auction. The surplus property will be transported to Gideon Auctioneers property, located at 2753 N. Hwy. 441, Zellwood, FL 32798. The public inspection of items at the auction site is during business hours from 9:00 a.m. to 4:00 p.m., 3:00 p.m. for deliveries. A link to the City's surplus auctions on Gideon Auctioneer's auction site will be placed on the City's website. In compliance with Florida Statute §274, the public notice of auction will be advertised in the Orlando Sentinel, the West Orange Times, and the City's website.

Issue:

Should the Honorable Mayor and City Commission declare the attached listed items as surplus property and approve the disposition thereof?

Recommendations:
Staff recommends the Honorable Mayor & City Commission:
1. Declare the items listed as surplus property; and
2. Approve George Gideon Auctioneers, Inc. for the public online sale of the City's surplus property.

Attachments:
1. Final 25-26 Surplus List
2. Transfer of Unclaimed Property Memo
3. Gideon Contract

Financial Impacts:
City expenses would be administrative and labor to move or prepare the items for sale, plus any transport or city marking removal fees. However, the money received for all items sold should offset these expenses. Auction proceeds will be deposited back into the respective funds, and the City Commission will be notified of the final auction proceeds.

Type of Item: Consent

City of Ocoee FY 25/26 Surplus List

NO.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
1	G	Police	Adidas	N/A	N/A	Gray backpack	Unclaimed Evidence Labels not verified	Good
2	G	Police	Blueparrot	OTE922	N/A	Black headphones w/mic	Unclaimed Evidence Labels not verified	Good
3	G	Police	Unknown	N/A	N/A	Small black gun case	Unclaimed Evidence Labels not verified	Good
4	G	Police	Marvel	N/A	N/A	Avengers Hulk UFO Helicopter	Unclaimed Evidence Labels not verified	New in the package
5	G	Police	Marvel	N/A	N/A	Hulk 2CH mini IR RC Helicopter	Unclaimed Evidence Labels not verified	New in the package
6	G	Police	Farpoint	N/A	N/A	Small black flashlight	Unclaimed Evidence Labels not verified	Fair
7	G	Police	Vince Camuto	N/A	N/A	Black & clear sunglasses	Unclaimed Evidence Labels not verified	Fair; scratched
8	G	Police	Unknown	N/A	N/A	Thick gold chain	Unclaimed Evidence Labels not verified	Fair
9	G	Police	Billabong	N/A	N/A	Gray trucker hat	Unclaimed Evidence Labels not verified	Good
10	G	Police	Various	N/A	N/A	(11) Miscellaneous planners/journals	Unclaimed Evidence Labels not verified	Good
11	G	Police	Unknown	N/A	N/A	(1) Black & (1) Blue flashlight	Unclaimed Evidence Labels not verified	Good
12	G	Police	QFX	R-24	N/A	Black portable Radio	Unclaimed Evidence Labels not verified	Good
13	G	Police	GPX	PC332B	N/A	Black portable CD Player	Unclaimed Evidence Labels not verified	Good
14	G	Police	N/A	N/A	N/A	Family Scented Candle	Unclaimed Evidence Labels not verified	New
15	G	Police	N/A	N/A	N/A	Clear tote w/11 planners/notebooks	Unclaimed Evidence Labels not verified	New
17	G	Police	Beats	A1796	FL6ZCQC2H8VD	Black headphones w/case	Unclaimed Evidence Labels not verified	Good
18	G	Police	KJV	N/A	N/A	Little black New Testament Bible	Unclaimed Evidence Labels not verified	New
19	G	Police	N/A	N/A	N/A	USN medal/coin	Unclaimed Evidence Labels not verified	Good
20	G	Police	Slime	N/A	N/A	Black air pump	Unclaimed Evidence Labels not verified	Good /unknown if operable
21	G	Police	Various	N/A	N/A	Misc. foreign money (bills & coins)	Unclaimed Evidence Labels not verified	Used
22	G	Police	Unknown	N/A	N/A	Small gold necklace w/flower charms	Unclaimed Evidence Labels not verified	Good
23	G	Police	Unknown	Unknown	N/A	Black wallet	Unclaimed Evidence Labels not verified	Good
24	G	Police	Coach	Unknown	N/A	NY bag	Unclaimed Evidence Labels not verified	Good; minor stains
25	G	Police	Onn	WIABLK100140982	N/A	Black power bank w/cable	Unclaimed Evidence Labels not verified	Good
26	G	Police	JLAB	Go Sport	N/A	Earphones in blue box	Unclaimed Evidence Labels not verified	Open package

City of Ocoee FY 25/26 Surplus List

NO.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
27	G	Police	Unknown	N/A	N/A	Shiny bead rosary	Unclaimed Evidence Labels not verified	Signs of use
28	G	Police	Michael Kors	N/A	N/A	White wallet	Unclaimed Evidence Labels not verified	Signs of use
29	G	Police	VL	N/A	N/A	Black wallet	Unclaimed Evidence Labels not verified	Good
30	G	Police	Victoria's Secret	N/A	N/A	Black wallet	Unclaimed Evidence Labels not verified	Good
31	G	Police	Rolex Box	N/A	N/A	5-necklaces; 3-earrings; 3-watches; 4-charms; 7-bracelets; 17-rings	Unclaimed Evidence Labels not verified	Good
36	G	Police	N/A	N/A	N/A	Black extendable walking cane	Unclaimed Evidence Labels not verified	Good
37	G	Police	Wilson	GST	N/A	Football	Unclaimed Evidence Labels not verified	Good
38	G	Police	N/A	N/A	N/A	Haunted Doorbell	Unclaimed Evidence Labels not verified	New in the package
39	G	Police	LA Colors	Vogue	N/A	3D Gem Nails	Unclaimed Evidence Labels not verified	New in the package
40	G	Police	Tool Bench	N/A	N/A	Knife Set	Unclaimed Evidence Labels not verified	New in the package
41	G	Police	Marylin Monroe	N/A	N/A	(2) Two packs Multicolored socks	Unclaimed Evidence Labels not verified	New in the package
42	G	Police	Cello	N/A	N/A	Pack of blue pens (12 count)	Unclaimed Evidence Labels not verified	New in the package
43	G	Police	Sassy & Chic	N/A	N/A	(3) Makeup Brushes	Unclaimed Evidence Labels not verified	New in the package
44	G	Police	Pole Craft/CYA	N/A	N/A	(2) Black hard plastic gun holsters	Unclaimed Evidence Labels not verified	Good
45	G	Police	Various	N/A	N/A	(5) pairs character socks & (1) pair Reebok socks	Unclaimed Evidence Labels not verified	New in the package
46	G	Police	Various	N/A	N/A	(3) Athletic Works, (2) Hanes, (1) character underwear	Unclaimed Evidence Labels not verified	New in the package
47	G	Police	No Boundaries	N/A	N/A	Peace sign hat	Unclaimed Evidence Labels not verified	New
48	G	Police	Hanes	N/A	N/A	Wrangler Camo kids pants	Unclaimed Evidence Labels not verified	New
49	G	Police	3M	BC2u	BC2U58259	(2013) Fingerprint Reader	N/A	Good/Obsolete
50	G	Police	3M	BC2u	BC2U55844	(2013) Fingerprint Reader	N/A	Good/Obsolete
51	G	Police	3M	BC2u	BC2U58254	(2013) Fingerprint Reader	N/A	Good/Obsolete
52	G	Police	3M	BC2u	BC2U63761	(2013) Fingerprint Reader	N/A	Good/Obsolete
53	G	Police	3M	BC2u	BC2U63729	(2013) Fingerprint Reader	N/A	Good/Obsolete
54	G	Police	3M	BC2u	BC2U58417	(2013) Fingerprint Reader	N/A	Good/Obsolete
55	G	Police	Motorola	XTS	N/A	Radio connector cover	N/A	Good/Obsolete

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56	G	Police	Motorola	XTS	N/A	Radio earpiece	N/A	Good/Obsolete
57	G	Police	Zistos	PBC	128	Portable Video System	N/A	Good/Obsolete
58	G	Police	Zistos	PBC	410	Portable Video System	N/A	Good/Obsolete
59	G	Police	Best Duplicator	N/A	N/A	DVD Burner	N/A	Good/Obsolete
60	G	Police	Dell	N889	CN-0R126K-48220-2A8-OO1B	Pair of Speakers	N/A	Good/Obsolete
61	G	Police	VideoSecu	PJ2B	X0002GZZ0D	Projector Support	N/A	Good/Obsolete
62	G	Police	Dell	REV A00	CN-0D319]-74261-95V-2MCS	Display Monitor	N/A	Good/Obsolete
63	G	Police	Dell	E2422HS	5QCRTK3 | CN-0D7R2-FCC00-1CR-ENYB-A01	Display Monitor	N/A	Good/Obsolete
64	G	Police	Brother	PJ-863	U66992L2G699119	In-Car Printer	N/A	Defective/Printing Issues
65	G	Police	Brother	PJ-863	U66992G3G294726	In-Car Printer	N/A	Defective/Printing Issues
66	G	Police	Brother	PJ-723	U64146J8Z392145	In-Car Printer	N/A	Defective/Power Issues
67	G	Police	Brother	PJ-723	U64146K0Z411752	In-Car Printer	N/A	Defective/Power Issues
68	G	Police	Brother	PJ-623	U62664-G3Z902716	In-Car Printer	N/A	Defective/Power Issues
69	G	Police	Brother	PJ-863	U66992E2G672638	In-Car Printer	N/A	Defective/Power Issues
70	G	Police	Brother	PJ-723	U64146C8Z900042	In-Car Printer	N/A	Defective/Printing Issues
71	G	Police	Sony	KDL-40EX400	1857305	2010 Bravia TV	N/A	Good/Obsolete
72	G	Police	Mount Up	N/A	N/A	Display Mount	N/A	Good/Obsolete
73	G	Police	Dell	Dell	N/A	(10) 65W Laptop Chargers	N/A	Good condition
74	G	Police	Maglite	ASXX798	N/A	(31) Flashlight Cones	N/A	Good/Obsolete
75	G	Police	Insight	CFL-700	NN	(4) M Series Bulbs	N/A	NEW
76	G	Police	Point Blank	N/A	N/A	(12) Black Outer Vest Carriers	N/A	Worn/Faded
77	G	Police	Decatuar	Genesis II select	G2S-26020	In Car radar unit	N/A	Not Working/Obsolete
78	G	Police	Decatuar	Genesis II select	G2S-15134	In Car radar unit	N/A	Not Working/Obsolete
79	G	Police	Decatuar	Genesis II select	G2S-26016	In Car radar unit	N/A	Not Working/Obsolete
80	G	Police	Decatuar	Genesis II select	GHD-11328	Handheld radar unit	N/A	Not Working/Obsolete

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NO.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
81	G	Police	Falcon	HR	FH-01217	Handheld radar unit	N/A	Screen damaged
82	G	Police	Falcon	HR	FH-13190	Handheld radar unit	N/A	no audio tones
83	G	Police	Stalker	DSR2X	DP0249485	In Car radar unit	N/A	Not Working
84	G	Police	Pocket Detective	TM100	LL2960024338	Tint Meter	N/A	Good/Obsolete
85	G	Police	Pocket Detective	TM100	LL2960071123	Tint Meter	N/A	Good/Obsolete
86	G	Police	Pocket Detective	TM100	LL2960071125	Tint Meter	N/A	Good/Obsolete
87	G	Police	Unk	Unk	Unk	(3) Radar mounts	N/A	Good/Obsolete
88	G	Police	Tapco	Unk	Unk	Stop Sign & Slow Sign	N/A	Not Working
89	G	Police	Unk	Unk	Unk	Radar antennas & misc. wires	N/A	Unknown
90	G	Police	N/A	N/A	N/A	Art Print	N/A	Great condition / Looks like new
91	G	IT	Dell	OptiPlex 780 USFF	HXTBDP1	Desktop - C2Duo - E8400 3.0 GHz;4GB;250GB; DP	CPU0994	Outdated, Hard drive removed
92	G	IT	Dell	OptiPlex 780 USFF	7NKDKQ1	Desktop - C2Duo - E8400 3.0 GHz;2GB;250GB; DP	CPU1014	Outdated, Hard drive removed
93	G	IT	Dell	OptiPlex 790 USFF	8B4YHS1	Desktop - Core i3 2120 3.3 GHz;4GB;250GB	CPU1029	Outdated, Hard drive removed
94	G	IT	Dell	OptiPlex 790	8B46JS1	Desktop - Core i3 2120 3.3 GHz;4GB;250GB	CPU1032	Outdated, Hard drive removed
95	G	IT	Dell	OptiPlex 790	8B36JS1	Desktop	CPU1041	Outdated, Hard drive removed
96	G	IT	Dell	OptiPlex 790 USFF	3XJ5NS1	Desktop - Core i3 2120 3.3 GHz;4GB;320GB	CPU1049	Outdated, Hard drive removed
97	G	IT	Dell	OptiPlex 3010	8NMLPV1	Desktop	CPU1102	Outdated, Hard drive removed
98	G	IT	Dell	OptiPlex 3010	80HGCZ1	Desktop - Core i5-3470 3.20GHz;4GB;500GB	CPU1121	Outdated, Hard drive removed
99	G	IT	Dell	OptiPlex 3010	80GFCZ1	Desktop	CPU1122A	Outdated, Hard drive removed
100	G	IT	Dell	OptiPlex 3010	80HDCZ1	Desktop - Core i5-3470 3.20GHz;4GB;500GB	CPU1123	Outdated, Hard drive removed
101	G	IT	Dell	OptiPlex 7010	3N5LTW1	Desktop	CPU1145	Outdated, Hard drive removed
102	G	IT	Dell	OptiPlex 3010	D2C4GZ1	Desktop - Core i5-3470 3.20GHz;4GB;500GB	CPU1148	Outdated, Hard drive removed
103	G	IT	Dell	OptiPlex 3020	8H1ZN22	Desktop - Intel Core i5-4570 CPU @ 3.20GHz	CPU1152	Outdated, Hard drive removed
104	G	IT	Dell	OptiPlex 3010	H734DZ1	Desktop - Core i5-3470 3.20GHz;4GB;500GB	CPU1226	Outdated, Hard drive removed
105	G	IT	Dell	OptiPlex 3010	H724DZ1	Desktop - Core i5-3470 3.20GHz;4GB;500GB. Upgraded to 8 Gb	CPU1275	Outdated, Hard drive removed

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NO.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
106	G	IT	Dell	OptiPlex 3020	DF6SR12	Desktop - Intel Core i5-4570 CPU @ 3.20GHz	CPU1280	Outdated, Hard drive removed
107	G	IT	Dell	OptiPlex 3020	336SR12	Desktop	CPU1290	Outdated, Hard drive removed
108	G	IT	Dell	OptiPlex 3020	DT5K832	Desktop - Core i5-4590 3.3 GHz; 4GB; 500GB	CPU1307	Outdated, Hard drive removed
109	G	IT	Dell	Precision Tower 5810	7GC9W52	Desktop - Intel Xeon CPU E5-1650 v3 @ 3.50GHz	CPU1360	Hard drive removed
110	G	IT	Dell	Precision 7710	6D2LQ72	Desktop - 1 TB SATA, i7-6820, 16GB RAM	CPU1371	Outdated, Hard drive removed
111	G	IT	Dell	OptiPlex 7040	86H0GB2	Desktop - 1TB Hard Drive, i7 -6700, 8 GB Ram	CPU1373	Outdated, Hard drive removed
112	G	IT	Dell	OptiPlex 3040 SFF	8D63DD2	Desktop - Core i5	CPU1381	Outdated, Hard drive removed
113	G	IT	Dell	OptiPlex 7040 SFF	8044DD2	Desktop - Core i7	CPU1393	Hard drive removed, Runs slow
114	G	IT	Dell	OptiPlex 7040 SFF	9KLCDH2	Desktop - Core i7	CPU1415	Outdated, Hard drive removed
115	G	IT	Dell	OptiPlex 3040 SFF	88KLHH2	Desktop - Core I5; 8GB RAM	CPU1437	Outdated, Hard drive removed
116	G	IT	Dell	OptiPlex 7040 SFF	D1X4JH2	Desktop - 250 GB Hard Drive, Core i7-6700, 16 GB Ram	CPU1458	Outdated, Hard drive removed
117	G	IT	Dell	OptiPlex 3040 SFF	BJQZCH2	Desktop - Core I5; 8GB RAM	CPU1468	Hard drive removed, Bad fan
118	G	IT	Dell	OptiPlex 3060 SFF XCTO	DWJ5FW2	Desktop - Core i5, 8GB, 500GB SATA Hard Drive	CPU1590	Outdated, Hard drive removed
119	G	IT	Dell	OptiPlex 3050 SFF	G8ZRQ53	Desktop - Core i7-10700, 500GB SATA,AMD Radeon R5 430, 16GB Ram	CPU1709	Outdated, Hard drive removed
120	G	IT	Dell	OptiPlex 7090 SSF XCTO	1MVY0M3	Desktop - i7-10700 , 512GB SSD, 16GB Ram, AMD Radeon 540 1 GB,	CPU1815	Outdated, Hard drive removed
121	G	IT	Dell	OptiPlex 7090 SSF XCTO	2MVY0M3	Desktop - i7-10700 , 512GB SSD, 16GB Ram, AMD Radeon 540 1 GB,	CPU1816	Outdated, Hard drive removed
122	G	IT	Dell	Latitude 14 Rugged 5404	7PXVNY1	Rugged Laptop	CPU1410	Hard drive & Battery removed
123	G	IT	Dell	Latitude 7212 Rugged Extreme Tablet	HQPGTG2	Rugged Tablet - Fingerprint Reader i5, 8GB	CPU1595	Hard drive & Battery removed
124	G	IT	Dell	Latitude 7212 Rugged Extreme Tablet	F401TG2	Rugged Tablet - i5-6300U	CPU1602	Hard drive & Battery removed
125	G	IT	Dell	Latitude 7212 Rugged Extreme, XCTO	2191TG2	Rugged Tablet - Fingerprint Reader i5, 8GB	CPU1608	Hard drive & Battery removed
126	G	IT	Dell	Latitude 5420 Rugged	1SJNYX2	Rugged Laptop - Core i5-8350U; 8GB Ram; 256 SSD	CPU1717	Hard drive & Battery removed
127	G	IT	Dell	Latitude 5420 Rugged	4SJNYX2	Rugged Laptop - Core i5-8350U; 8GB Ram; 256 SSD	CPU1718	Hard drive & Battery removed
128	G	IT	Dell	Latitude E6430	JCSHBW1	Laptop	CPU1083	Hard drive removed
129	G	IT	Dell	Latitude E6440	6JWML12	Laptop - Core i5-4310M 2.7GHz;8GB;500GB; 14"	CPU1269	Hard drive removed
130	G	IT	Dell	Latitude E6440 CTO	JFXML12	Laptop - Core i5-4310M 2.7GHz;8GB;500GB; Hybrid HDD 14"	CPU1273	Hard drive removed

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NO.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
131	G	IT	Dell	Latitude E6440	7KWML12	Laptop	CPU1320	Hard drive removed
132	G	IT	Dell	Latitude E6440	1QF5162	Laptop - Intel Core i5-4310M CPU @ 2.70GHz; 4GB; 500GB	CPU1361	Hard drive removed Bad Motherboard.
133	G	IT	Dell	Latitude E5470	G1WZXF2	Laptop	CPU1455	Hard drive removed
134	G	IT	Dell	Latitude 5480 XCTO	6NGZQN2	Laptop - i5-7300U Dual core, 2.60GHz, 3MB Cache	CPU1526	Hard drive removed
135	G	IT	Dell	Latitude 5490 XCTO	246NQQ2	Laptop - i5, 8Gb RAM, Fingerprint reader	CPU1544	Hard drive removed
136	G	IT	Dell	Latitude 5490 XCTO	FNCNQQ2	Laptop - i5, 8Gb RAM, Fingerprint reader	CPU1545	Hard drive removed
137	G	IT	Dell	Latitude 5490 XCTO	1095RQ2	Laptop - i5, 8Gb RAM, Fingerprint reader	CPU1548	Hard drive removed
138	G	IT	Dell	Latitude 5290 2-in-1	H6N6TT2	Tablet - Fingerprint Reader, i5, 8GB	CPU1568	Hard drive removed
139	G	IT	Dell	Latitude 5290 2-in-1	9X45TT2	Tablet - Fingerprint Reader, i5, 8GB	CPU1571	Hard drive removed
140	G	IT	Dell	Latitude 5490 XCTO	44D6XT2	Laptop - Fingerprint Reader. i5, 8GB, 128 GB SSD	CPU1580	Hard drive removed
141	G	IT	Dell	Latitude 5490 XCTO	4WL3XT2	Laptop - i5, 8GB	CPU1584	Hard drive removed
142	G	IT	Dell	Latitude 5490 XCTO	9L6MRV2	Laptop - Fingerprint Reader. i5, 8GB, 128 GB SSD	CPU1586	Hard drive removed
143	G	IT	Dell	Latitude 5490 XCTO	1L6MRV2	Laptop - Fingerprint Reader. i5, 8GB	CPU1587	Hard drive removed
144	G	IT	Dell	Latitude 5490 XCTO	D3HVXT2	Laptop - Fingerprint Reader. i5, 8GB, 128 GB SSD	CPU1592	Hard drive removed Bad Motherboard.
145	G	IT	Dell	Latitude 5490 XCTO	J9Q23X2	Laptop - Fingerprint Reader. i5, 8GB, 128 GB SSD	CPU1594	Hard drive removed
146	G	IT	Dell	Latitude 5490 XCTO	CH4Y6Y2	Laptop - Fingerprint Reader. i5, 8GB	CPU1597	Hard drive removed
147	G	IT	Dell	Latitude 5490 XCTO	9N4Y6Y2	Laptop - Fingerprint Reader. i5, 8GB, 128 GB SSD	CPU1599	Hard drive removed
148	G	IT	Dell	Latitude 5490 XCTO	BR4Y6Y2	Laptop - Fingerprint Reader. i5, 8GB, 128 GB SSD	CPU1600	Hard drive removed
149	G	IT	Dell	Latitude 5490 XCTO	B8DW0Z2	Laptop - Fingerprint Reader. i5, 8GB	CPU1610	Hard drive removed
150	G	IT	Dell	Latitude 5490 XCTO	FG8X0Z2	Laptop - Fingerprint Reader. i5, 8GB, 128 GB SSD	CPU1611	Hard drive removed
151	G	IT	Dell	Latitude 5490 XCTO	F7DW0Z2	Laptop - Fingerprint Reader. i5, 8GB, 128 GB SSD	CPU1612	Hard drive removed
152	G	IT	Dell	Latitude 5400 XCTO	HBZKZY2	Laptop - Fingerprint Reader. i5, 8GB, 128 GB SSD	CPU1614	Hard drive removed
153	G	IT	Dell	Latitude 5400 XCTO	J6ZKZY2	Laptop - Fingerprint Reader. i5, 8GB, 128 GB SSD	CPU1617	Hard drive removed
154	G	IT	Dell	Latitude 5400 XCTO	95ZKZY2	Laptop - Fingerprint Reader. i5, 8GB, 128 GB SSD	CPU1618	Hard drive removed
155	G	IT	Dell	Latitude 5400 XCTO	H7ZKZY2	Laptop - Fingerprint Reader. i5, 8GB, 128 GB SSD	CPU1619	Hard drive removed

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NO.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
156	G	IT	Dell	Latitude 5400 XCTO	C7ZKZY2	Laptop - Fingerprint Reader. i5, 8GB, 128 GB SSD	CPU1620	Hard drive removed
157	G	IT	Dell	Latitude 5400 XCTO	94ZKZY2	Laptop - Fingerprint Reader. i5, 8GB, 128 GB SSD	CPU1621	Hard drive removed
158	G	IT	Dell	Inspiron 5482	B1RNZN2	Laptop - i7-8650U 16Gb SSD 256 GB	CPU1638	Hard drive removed
159	G	IT	Dell	Latitude E7470	3PKBVF2	Laptop - 14in Screen, i7-660, 16GB, 512 SSD	CPU1643	Hard drive removed
160	G	IT	Dell	Latitude 5400 CTO Base	C3J5533	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1652	Hard drive removed
161	G	IT	Dell	Latitude 5400 CTO Base	198B533	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1653	Hard drive removed
162	G	IT	Dell	Latitude 5400 CTO Base	878B533	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1654	Hard drive removed
163	G	IT	Dell	Latitude 5400 CTO Base	7QP5533	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1655	Hard drive removed
164	G	IT	Dell	Latitude 5400 CTO Base	DKB5533	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1656	Hard drive removed Case Damage
165	G	IT	Dell	Latitude 5400 CTO Base	6KNN433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1657	Hard drive removed
166	G	IT	Dell	Latitude 5400 CTO Base	B99N433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1658	Hard drive removed
167	G	IT	Dell	Latitude 5400 CTO Base	FQRN433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1659	Hard drive removed
168	G	IT	Dell	Latitude 5400 CTO Base	FDPY333	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1660	Hard drive removed
169	G	IT	Dell	Latitude 5400 CTO Base	FPNN433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1661	Hard drive removed
170	G	IT	Dell	Latitude 5400 CTO Base	3KLZ333	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1662	Hard drive removed
171	G	IT	Dell	Latitude 5400 CTO Base	C79N433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1664	Hard drive removed
172	G	IT	Dell	Latitude 5400 CTO Base	F49N433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1665	Hard drive removed
173	G	IT	Dell	Latitude 5400 CTO Base	6V9Y333	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1666	Hard drive removed
174	G	IT	Dell	Latitude 5400 CTO Base	G4HN433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1667	Hard drive removed
175	G	IT	Dell	Latitude 5400 CTO Base	CYRN433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1668	Hard drive removed
176	G	IT	Dell	Latitude 5400 CTO Base	2WRN433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1669	Hard drive removed
177	G	IT	Dell	Latitude 5400 CTO Base	959N433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1671	Hard drive removed
178	G	IT	Dell	Latitude 5400 CTO Base	JLNN433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1672	Hard drive removed
179	G	IT	Dell	Latitude 5400 CTO Base	BTNN433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1673	Hard drive removed
180	G	IT	Dell	Latitude 5400 CTO Base	9XRN433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1674	Hard drive removed

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181	G	IT	Dell	Latitude 5400 CTO Base	2PRX333	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1675	Hard drive removed
182	G	IT	Dell	Latitude 5400 CTO Base	7T1Q433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1676	Hard drive removed
183	G	IT	Dell	Latitude 5400 CTO Base	4TRX333	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1677	Hard drive removed
184	G	IT	Dell	Latitude 5400 CTO Base	H1SN433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1678	Hard drive removed
185	G	IT	Dell	Latitude 5400 CTO Base	FSVY333	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1679	Hard drive removed
186	G	IT	Dell	Latitude 5400 CTO Base	JZRN433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1681	Hard drive removed
187	G	IT	Dell	Latitude 5400 CTO Base	GSNN433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1682	Hard drive removed
188	G	IT	Dell	Latitude 5400 CTO Base	24VZ333	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1683	Hard drive removed
189	G	IT	Dell	Latitude 5400 CTO Base	C69N433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1684	Hard drive removed
190	G	IT	Dell	Latitude 5400 CTO Base	6VGN433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1685	Hard drive removed
191	G	IT	Dell	Latitude 5400 CTO Base	B7PY333	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1686	Hard drive removed
192	G	IT	Dell	Latitude 5400 CTO Base	DD9N433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1687	Hard drive removed
193	G	IT	Dell	Latitude 5400 CTO Base	6SRX333	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1688	Hard drive removed
194	G	IT	Dell	Latitude 5400 CTO Base	9TGN433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1691	Hard drive removed
195	G	IT	Dell	Latitude 5400 CTO Base	7QRX333	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1692	Hard drive removed Broken Screen.
196	G	IT	Dell	Latitude 5400 CTO Base	FSRN433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1693	Hard drive removed
197	G	IT	Dell	Latitude 5400 CTO Base	7K3N433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1694	Hard drive removed
198	G	IT	Dell	Latitude 5400 CTO Base	6YBR063	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1706	Hard drive removed
199	G	IT	Dell	Latitude 7210 2-in-1 XCTO	DR4X593	Tablet - i7-10610U; 128GB SSD ;16GB; Fingerprint Reader	CPU1721	Hard drive removed
200	G	IT	Dell	Latitude 7210 2-in-1 XCTO	4V7W593	Tablet - i7-10610U; 128GB SSD ;16GB; Fingerprint Reader	CPU1722	Hard drive removed
201	G	IT	Dell	Latitude 7210 2-in-1 XCTO	HSQS593	Tablet - i7-10610U; 128GB SSD; 16GB; Fingerprint Reader	CPU1723	Hard drive removed
202	G	IT	Dell	Latitude 7210 2-in-1 XCTO	FZ4X593	Tablet - i7-10610U; 128GB SSD; 16GB; Fingerprint Reader	CPU1724	Hard drive removed
203	G	IT	Dell	Latitude 7210 2-in-1 XCTO	7R4X593	Tablet - i7-10610U; 128GB SSD; 16GB; Fingerprint Reader	CPU1725	Hard drive removed
204	G	IT	Dell	Latitude 5410 XCTO	FZKT7C3	Laptop - 14", i5-1030, 8GB Ram, 128GB SSD, Fingerprint Reader	CPU1735	Hard drive removed
205	G	IT	Dell	Latitude 5420 XCTO	H55Y3D3	Laptop - 14", i5-1031, 8GB Ram, 128GB SSD, Fingerprint Reader	CPU1752	Hard drive removed

City of Ocoee FY 25/26 Surplus List

NO.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
206	G	IT	Dell	Latitude 5420 XCTO	39YH6D3	Laptop - 14", i5-1031, 8GB Ram, 128GB SSD, Fingerprint Reader	CPU1760	Hard drive removed
207	G	IT	Dell	XPS 15 9550	7KDCN72	Laptop - 15.6", Refurbished, Core i5, 512 GB SSD, 16 GB	CPU1772	Hard drive removed
208	G	IT	Dell	Latitude 5410 XCTO	1Z76573	Laptop	CPU1893	Hard drive removed
209	G	UE-PD	Lenovo	YOGA 80V5	MP18TV08	Laptop	N/A	N/A
210	G	UE-PD	HP Stream	14-ds00230nr	5CD9465PZH	Laptop	N/A	N/A
211	G	UE-PD	Dell	Latitude 5420	86F7CF3	Laptop	N/A	Hard drive removed
212	G	IT	Optima	DLP Projection Display	QU60905AAAAAC0158	Projector	N/A	No Known Issues
213	G	IT	Dell	E2423H	2JM1ZV3	24" Monitor	N/A	Doesn't turn on
214	G	IT	Jinsheng Electron	N/A	N/A	300V Power Strip	N/A	New
215	G	IT	Fujitsu	fi-61402	602884	Scanner	OEQ0075	Bad Rollers
216	G	IT	Fujitsu	fi-7160	C10A105487	Scanner	N/A	Bad Rollers
217	G	IT	Hikvision	DS-2CD2722FWD-125	Multiple	(11) Outdoor Network Camera	N/A	Used & Disassembled
218	G	PW-Utilities	Ford	L8000	1FDYX86F7WVA33707	1998 Truck w/18600	VEH0172-807	not running estimated mileage
219	G	PW-Streets	Sterling	Dump Truck	2FZHAZDE46AV74093	2006 Truck w/47650	VEH0264-150	not running estimated mileage
220	G	PW-Streets	Ford	F250XL	1FT7X2BT6BEA30669	2011 Truck w/88527	VEH0386-954	not running estimated mileage
221	G	PW-Streets	Ford	F150XL	1FTMF1EM9DKD43465	2013 Truck w/56099	VEH0421-1009	not running estimated mileage
222	G	PW-Streets	Miller	Bobcat	250NT	Electric Welder	EQP0235	past useful life
223	G	PW-Streets	Miller	Multiquip	V30-4EH	Single Drum Roller	EQP0578	past useful life
224	G	PW-Streets	Sweeper	Bobcat	78370604	Sweeper Attachment	N/A	past useful life
225	G	PW-Streets	Honda Multiquip	MVC88VGHW	R1374	2009 Plate Compactor	EQP0430	past useful life
226	G	PW-SW	Toyota	4Runner	JTEZU14R878076308	2007 SUV w/154776	1007	not running estimated mileage
227	G	PW-SW	Hustler	Super Z	941195 - 21020918	2021 Mower w/1500 hrs	1292	past useful life
228	G	PW-Parks	Toro	Workmaster 3200	07361-270000971	2008 Utility Cart w/982 hrs	MEQ0239 (913)	past useful life
229	G	PW-Parks	Toro	Workman	07369 - 312000193	2012 Utility Cart w/2273 hrs	VEH0423 (1011)	past useful life
230	G	PW-Parks	Ford	F550	1FDGF5GY1EEB30008	2014 Truck w/35000	1050	not running estimated mileage

City of Ocoee FY 25/26 Surplus List

NO.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
231	G	PW-Parks	Toro	41118	316000374	2016 Industrial Sprayer w/1200 hrs	1121	past useful life
232	G	PW-Parks	Ryobi	ZT480EX	JY19073D010118	2020 Riding Mower	1281	unknown hrs
233	G	PW-Parks	No Markings	No Markings	No Markings	Spray Tank Trailer	unknown	unknown hrs
234	G	PW-Parks	Ande	N/A	4YNTU1214WC277411	1998 Trailer	TRL 0016	unknown hrs
235	G	PW-Parks	U-Dump	Trailer	43ZDJ21B9X0004972	1999 Dump Trailer	TRL 0020	unknown hrs
236	G	PW-Fleet	Ford	F350XL	1FDWF37L81ED15347	2001 Truck w/21800	372	not running estimated mileage
237	G	PW-Fleet	Kohler	350REO2V	780169	2007 Generator w/836 hrs	928	past useful life
238	G	PW-Fleet	Industrial Gold	1546	624608	2006 15HP Air Compressor	EQP0657	unknown hrs
239	G	PW-Fleet	Honda	459381040	95349	2008 13HP Air Compressor	EQP0426	unknown hrs
240	G	PW-Fire	Honda	EM6500SX	EBJC-1502574	2019 Generator	EQP1463	unknown hrs
241	G	PW-Facilities	Ford	F450XL	1FDXF46P07EA02350	2007 Truck w/79484	VEH0320-137	not running estimated mileage
242	G	PW-Police	Ford	Fusion	1FA6P0G70E5387349	2014 Sedan w/61070	1043	not running estimated mileage
243	G	PW-Police	Ford	Fusion	1FA6P0G77E5387350	2014 Sedan w/91517	1045	not running estimated mileage
244	G	PW-Police	Dodge	Charger	2C3CDXAG5FH826275	2015 Sedan w/82597	1071	not running estimated mileage
245	G	PW-Police	Dodge	Charger	2C3CDXAG2FH826279	2015 Sedan w/87095	1075	not running estimated mileage
246	G	PW-Police	Dodge	Charger	2C3CDXAG6GH180813	2016 Sedan w/97504	1094	not running estimated mileage
247	G	PW-Police	Dodge	Charger	2C3CDXAG3GH205070	2016 Sedan w/100429	1098	not running estimated mileage
248	G	PW-Police	Dodge	Charger	2C3CDXAG3GH180820	2016 Sedan w/72826	1101	not running estimated mileage
249	G	PW-Police	Dodge	Charger	2C3CDXAG8GH180814	2016 Sedan w/88760	1104	not running estimated mileage
250	G	PW-Police	Dodge	Charger	2C3CDXAG6HH649237	2017 Sedan w/79686	1149	not running estimated mileage
251	G	PW-Police	Dodge	Charger	2C3CDXAG0HH649234	2017 Sedan w/106357	1154	not running estimated mileage
252	G	PW-Police	Dodge	Charger	2C3CDXAG2KH728170	2019 Sedan w/57871	1240	not running estimated mileage
253	G	PW-Police	HALN	Trailer	4K2UF0716XM137529	1999 Trailer	106	unknown hrs
254	G	PW-Police	Ram-Lin	Sentry	4WASF1018H1000196	2017 Sign Board Trailer	1138	unknown hrs
255	G	PW-Police	Ram-Lin	Sentry	4WASF1016H1000195	2017 Sign Board Trailer	1139	unknown hrs

City of Ocoee FY 25/26 Surplus List

NO.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
256	G	PW-Streets	Ford	F-250XL	1FT7X2BT4BEA30668	2011 Truck w/72121	VEH0385-953	not running estimated mileage
257	G	PW-Utilities	John Deere	Gator	W004X2X098194	1995 Gator	726	end of useful life
258	G	PW-Police	Kustom Signal	Onsite 300	1B9BR09179H659015	2009 Message Board	MEQ0201 940	unknown hrs
259	G	PD	Samsung	Samsung ST150F	A63VCNMD6003QHJ	CAMERA	N/A	OBSOLETE
260	G	PD	CAMERA POUCHES	N/A	N/A	(27) CAMERA POUCHES	NA	OBSOLETE
261	G	PD	CANON	POWERSHOT	702063001025-	CAMERA	N/A	OBSOLETE
262	G	PD	HP	PHOTOSMART M425	CN696G7259	CAMERA	N/A	OBSOLETE
263	G	PD	HP	PHOTOSMART M425	CN7BAA312B	CAMERA	N/A	OBSOLETE
264	G	PD	CANON	POWERSHOT	452064110634-	CAMERA	N/A	OBSOLETE
265	G	PD	CANON	POWERSHOT	672063005452-	CAMERA	N/A	OBSOLETE
266	G	PD	HP	PHOTOSMART M425	CN68EG411Z	CAMERA	N/A	OBSOLETE
267	G	PD	HP	PHOTOSMART M425	CN696G71JK	CAMERA	N/A	OBSOLETE
268	G	PD	HP	HP PHOTOSMART	CN696G71Z9	CAMERA	N/A	OBSOLETE
269	G	PD	KODAK	EASYSHARE C140	KCGE93931475	CAMERA	N/A	OBSOLETE
270	G	PD	CANON	POWERSHOT S60	9123102923	CAMERA	N/A	OBSOLETE
271	G	PD	HP	PHOTOSMART M425	CN696G71J3	CAMERA	N/A	OBSOLETE
272	G	PD	HP	PHOTOSMART M425	CN68EG413R	CAMERA	N/A	OBSOLETE
273	G	PD	HP	PHOTOSMART M425	CN697G401K	CAMERA	N/A	OBSOLETE
274	G	PD	HP	PHOTOSMART M425	CN68EG409X	CAMERA	N/A	OBSOLETE
275	G	PD	HP	PHOTOSMART M425	CN697G40QR	CAMERA	N/A	OBSOLETE
276	G	PD	KODAK	EASYSHARE C140	KCGLE93931089	CAMERA	N/A	OBSOLETE
277	G	PD	KODAK	EASYSHARE C140	KCGLE93931092	CAMERA	N/A	OBSOLETE
278	G	PD	HP	PHOTOSMART M425	CN68EG40WD	CAMERA	N/A	OBSOLETE
279	G	PD	NIKON	COOLPIX	31026570	CAMERA	N/A	OBSOLETE
280	G	PD	KODAK	EASYSHARE C140	KCGLE93931071	CAMERA	N/A	OBSOLETE

City of Ocoee FY 25/26 Surplus List

NO.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
281	G	PD	POLAROID	i633	ER700405990032618	CAMERA	N/A	OBSOLETE
282	G	PD	HP	PHOTOSMART M425	CN78EA3098	CAMERA	N/A	OBSOLETE
283	G	PD	KODAK	EASYSHARE M530	KCGMH03969364	CAMERA	N/A	OBSOLETE
284	G	PD	SAMSUNG	SAMSUNG ST150F	A63VCNMD6003QFZ	CAMERA	N/A	OBSOLETE
285	G	PD	SONY	DSC-W810	278879	CAMERA	N/A	OBSOLETE
286	G	PD	CANON	POWERSHOT	242061002780-	CAMERA	N/A	OBSOLETE
287	G	PD	KODAK	EASYSHARE M530	KCGMH03969638	CAMERA	N/A	OBSOLETE
288	G	PD	SONY	CYBER-SHOT	153000	CAMERA	N/A	OBSOLETE
289	G	PD	SONY	CYBER-SHOT	328251	CAMERA	N/A	OBSOLETE
290	G	PD	KODAK	EASYSHARE M530	KCGMH03969191	CAMERA	N/A	OBSOLETE
291	G	PD	SONY	SONY	328254	CAMERA	N/A	OBSOLETE
292	G	PD	SONY	CYBER-SHOT	232445	CAMERA	N/A	OBSOLETE
293	G	PD	Samsung	Samsung ST150F	A63VCNED5002EZY	CAMERA	N/A	OBSOLETE
294	G	PD	Samsung	Samsung ST150F	A63VCNJD9009N3A	CAMERA	N/A	OBSOLETE
295	G	PD	FUJIFILM	JX650	35885710	CAMERA	N/A	OBSOLETE
296	G	PD	CANON	POWERSHOT	302063000226-	CAMERA	N/A	OBSOLETE
297	G	PD	CANON	PC2275	222061015988-	CAMERA	N/A	OBSOLETE
298	G	PD	CANON	PC-1737	482064022636-	CAMERA	N/A	OBSOLETE
299	G	PD	NIKON	COOLPIX	30039377	CAMERA	N/A	OBSOLETE
300	G	PD	CANON	CB-2LF	C2282	BATTERY CHARGER	N/A	OBSOLETE
301	G	PD	CANON	CB-2LD	N/A	BATTERY CHARGER	N/A	OBSOLETE
302	G	PD	SONY	SONY	346309	CAMERA	N/A	OBSOLETE
303	G	PD	SONY	SONY	1459083	CAMERA	N/A	OBSOLETE
304	G	PD	CANON	POWERSHOT	722063032402-	CAMERA	N/A	OBSOLETE
305	G	PD	SONY	DSC-W810	337930	CAMERA	N/A	OBSOLETE

City of Ocoee FY 25/26 Surplus List

NO.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
306	G	PD	SONY	SONY	1667851	CAMERA	N/A	OBSOLETE
307	G	PD	CANON	POWERSHOT	872063001339-	CAMERA	N/A	OBSOLETE
308	G	PD	SONY	SONY	1580381	CAMERA	N/A	OBSOLETE
309	G	PD	SONY	DSC-W830	1656837	CAMERA	N/A	OBSOLETE
310	G	PD	SONY	DSC-W810	284397	CAMERA	N/A	OBSOLETE
311	G	PD	SONY	CYBER-SHOT	232444	CAMERA	N/A	OBSOLETE
312	G	PD	SONY	DSC-W830	1509347	CAMERA	N/A	OBSOLETE
313	G	PD	SONY	DSC-W810	328252	CAMERA	N/A	OBSOLETE
314	G	PD	SAMSUNG	Samsung ST150F	A63VCNMD6003QMV	CAMERA	N/A	OBSOLETE
315	G	PW-Streets	Cargo Mate	Enclosed Trailer	5NHUNSV22NU132053	2022 Trailer	VEH1295	past useful life
316	G	PW-Streets	Cargo Mate	Enclosed Trailer	5NHUNSV24NU132054	2022 Trailer	VEH1297	past useful life
317	G	PW- Parks	Ford	F-150 XL	1FTMF1CM5DKE77439	2013 Truck w/81503	VEH0426 1015	not running estimated mileage
318	G	PW-SW	(2) FUEL TANKS over 19 Years/ Possibly leftover from C&W Trucking which used to be PW property or from the old PW property on Enterprise Rd.					
			G = Gideon Auctioneers					

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Mayor
Rusty Johnson

Commissioners
Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Craig Shadrix

TO: **Craig Shadrix, City Manager**

FROM: **Vincent L. Ogburn Sr., Chief of Police**

DATE: **February 3, 2026**

SUBJECT: **Surplus Property**

This memorandum is to inform you that the Ocoee Police Department is transferring to the City of Ocoee all the Personal Property, found, abandoned, and unclaimed evidence listed on Schedule #1 attached hereto and made a part of hereof (the property). Our Department is hereby in compliance with F.S.S 705 by virtue of attempting to locate and notify the known owners of said property.

For the remainder of the property, the Department has determined that all the said property is valued at $100 or less and notice has been given by posting a description of the property at our department where the property is being held. The notice was posted for a period of not less than two consecutive weeks beginning December 1, 2025.

Ocoee Police Department

By: _____
Name: Vincent L. Ogburn Sr.
Title: Chief of Police

Accepted:
City of Ocoee, Florida

By: _____
Name: Craig Shadrix
Title: City Manager Date: 3 Feb 2026

AGREEMENT TO PIGGYBACK ON A CONTRACT

FOR COMMODITIES OR CONTRACTUAL SERVICES

BID BY ANOTHER GOVERNMENTAL ENTITY

THIS AGREEMENT is entered into this 4th day of MARCH, 2025, by and between the **CITY OF OCOEE**, a Florida municipal corporation, 1 N. Bluford Avenue, Ocoee, FL 34761 (hereinafter referred to as "CITY") and **GEORGE GIDEON AUCTIONEERS, INC.**, a Florida Corporation, 2753 N Hwy 441, Zellwood, FL 32798, (hereinafter referred to as CONTRACTOR); hereinafter referred to as the "Parties";

WITNESSETH:

WHEREAS, on October 22, 2024, CONTRACTOR entered into an Online Auction Services Agreement (Contract #C-25-0393-LV) with The School District of Osceola County, Florida (SDOC) pursuant to solicitation RFP #SDOC-25-P-007-LV and corresponding proposal by CONTRACTOR.; and

WHEREAS, the Contract was competitively procured by The School District of Osceola County; and

WHEREAS, CITY has the legal authority under chapter 287, Florida Statutes, and Chapter 21 of the City of Ocoee Code of Ordinances to "piggyback" onto a contract procured pursuant to section 287.057, Florida Statutes, by another governmental entity when seeking to utilize the same or similar commodities or services provided for in said Contract; and

WHEREAS, CITY desires to "piggyback" onto the above-referenced Contract between CONTRACTOR and The School District of Osceola County for Online Auction Services in order to dispose of surplus property as approved by the City of Ocoee City Commission, and CONTRACTOR agrees to provide the required services to CITY;

NOW THEREFORE, in consideration of the above recitals and the provisions set forth in this Agreement, the receipt and sufficiency of which is acknowledged and agreed to by the parties, the Parties agree as follows:

1. **Incorporation by Reference.** CONTRACTOR and CITY agree to incorporate by reference and supplement the terms and conditions of the agreement between Contractor and The School District of Osceola County (Contract #C-25-0393-LV). CONTRACTOR'S Fee and Commission Proposal is incorporated and attached hereto as Exhibit "A" and shall constitute the working contract between CONTRACTOR and CITY.

2. **Term.** The term of this agreement shall be in accordance with the term of The School District of Osceola County's Online Auction Services Agreement, which is effective January 26, 2025 through January 25, 2028, and shall include any subsequent renewals.

3. **Notices.** Whenever either party desires to give notice to the other, notice may be sent to:

CITY	CONTRACTOR
City of Ocoee	George Gideon
Finance Department	President
1 North Bluford Avenue	PO Box 1179
Ocoee, FL 34761-2258	Zellwood, FL 32798-1179
(407) 905-3100	(407) 886-2211

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

4. **Records and Audits.** CONTRACTOR shall maintain, in its place of business, all books, documents, papers, and other evidence pertaining to work performed under this agreement. CONTRACTOR shall maintain such for three (3) years from the date of final payment under this agreement for audit or inspection by the CITY or other entity authorized by the CITY.

5. **Public Records Compliance.** The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. Contractor agrees to comply with Florida's Public Records Law. Specifically, Contractor shall:

1. Keep and maintain public records required by City to perform the service.
2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public record to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@OCOEE.ORG, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.

6. **Conflict Of Interest Disclosure.** Respondent certifies that no City Commissioner, other City Official or City employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this Proposal. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.) Respondent 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, Respondent agrees to immediately notify the City in writing. Conflict of Interest Disclosure Form attached hereto as Exhibit "B."

7. **Human Trafficking.** Pursuant to Florida Statute, §787.06(13), when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in §787.06(2)(a) Florida Statutes. Human Trafficking Affidavit attached hereto as Exhibit "C."

8. **Foreign Countries of Concern.** Pursuant to Florida Statute 287.138(4)(a), a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity is not owned by or have a controlling interest in a foreign country of concern or does not meet any of the criteria in Florida Statute 287.138(2)(a)-(c). attached hereto as Exhibit "D."

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed as of the date first written above.

CONTRACTOR: GEORGE GIDEON AUCTIONEERS, INC.

BY: _____

PRINT NAME: Jason Gideon

TITLE: Sales Manager

WITNESS:

NAME: _____

TITLE: Transportation Manager

CITY: CITY OF OCOEE, FLORIDA

ATTEST:

BY: _____
Melanie Sibbitt, City Clerk

APPROVED:

BY: _____
Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA APPROVED AS TO FORM AND LEGALITY this 11th day of March, 2025.

APPROVED BY THE OCOEE CITY COMMISSION MEETING HELD ON MARCH 4, 2025 UNDER AGENDA ITEM NO. 8.

FISHBACK DOMINICK

By: _____
Richard S. Geller, Esq., City Attorney

EXHIBIT "A"
FEE AND COMMISSION
PROPOSAL

The undersigned hereby submits the following fee proposal and agrees to execute a contract with THE CITY OF OCOEE in accordance with the terms and conditions as set forth in this agreement.

FEE STRUCTURE

Items that are transported to George Gideon Auctioneers facility and posted by George Gideon Auctioneers:

- **9% Buyers Premium for Buses, Vehicles and Gas/Diesel Equipment (paid by the buyer and not the agency)**
- **18% Buyers Premium for Miscellaneous items**
- **2% Online Bid Processing Fee for all transactions (paid by the buyer and not the agency)**

This will include collection of all Auction funds, collecting and remitting all State of Florida Sales Tax and transfer of Titles included.

Transport Charges:

$400 Freight Trailer loaded on site by agency employees and unloaded by Auction employees
$100/hr. 16-ft Box Truck loaded & unloaded by Transport employee
$90 for each vehicle less than 1 ton
$175 for each vehicle 1 ton and over
$400 per bus
$400 for a landoll load (this can include heavy trucks 1 ton & greater and equipment)

Company Name: GEORGE GIDEON AUCTIONEERS, INC.

Phone: 407/886-2211 Fax: 407/886-2248

FEIN: 59-3404789

ocoee
florida

EXHIBIT "B"
BID CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. Bidder must disclose: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, City Consultant(s) 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 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 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:

X 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:

George Gideon Auctioneers Inc.
Firm Name

Jason Gideon
Signature

Jason Gideon, Sales Manager
Name and Title (Print or Type)

2/13/20225
Date

EXHIBIT "C"
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; 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.

Authorized Signature: Jason Gideon

Print Name: Jason Gideon

Print Title: Sales Manager

Company Name: George Gideon Auctioneers Inc.

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 13 day of February, 2025 by Jason Gideon, as Sales Manager of George Gideon Auctioneers Inc. who is ☐ personally known to me or ☒ produced Florida Drivers License as identification.

Alyssa Arnold

Public Notary Signature

(Seal)

ALYSSA ARNOLD
Notary Public - State of Florida
Commission # HH 594785
My Comm. Expires Sep 18, 2028

Print Notary Name: Alyssa Arnold

My Commission Expires: September 18, 2028

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

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:

1. I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of George Gideon Auctioneers Inc. (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
3. Entity is not owned by the government of a foreign country of concern.
4. No government of a foreign country of concern has a controlling interest in Entity.
5. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
6. 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.
7. 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: Jason Gideon
Print Name: Jason Gideon
Title: Sales Manager

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 13 day of February, 2025 by Jason Gideon, as Sales Manager of George Gideon Auctioneers Inc. who is ☐ personally known to me or ☒ produced Florida Drivers License as identification.

Alyssa Arnold
Public Notary Signature

(Seal)

ALYSSA ARNOLD
Notary Public - State of Florida
Commission # HH 594785
My Comm. Expires Sep 18, 2028

Print Notary Name: Alyssa Arnold
My Commission Expires: September 18, 2028

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 10

Contact Name: Joyce Tolbert, Olena Stokych
Contact Number: Ext. 1516, Ext. 1521

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval to Award Invitation to Bid (ITB) #26-005 Asphalt Paving Projects for Fiscal Year 2026. (Procurement Manager Tolbert)

Background Summary: The City of Ocoee, Florida (City) solicited bids from qualified contractors to furnish labor, supervision, materials, equipment, supplies and incidentals for the Asphalt Paving Projects for Fiscal Year 2026 for the milling and resurfacing for sections of the Clarke Road (A.D. Mims Rd – Ocoee Vista Pkwy), Northern Durango Ave, S Lakewood Ave (E Geneva St – E Orlando Ave), Blackwood Ave (Old Winter Garden Rd – W Colonial Dr), Economic Court, Kensington Manor Subdivision, Shoal Creek Subdivision, Windermere Groves Subdivision, Harbour Highlands 2 Subdivision, Prima Vista Subdivision, Lakeshore Gardens Subdivision in the City of Ocoee.

The ITB was publicly advertised on February 22, 2026, and opened on March 24, 2026. There were a total of seven (7) bids received, ranging from $2,122,295.25 to $2,868,187.77. All bids are available in the Finance Department for review. The Public Works and Finance Departments reviewed the bids received and all were considered responsive. Staff recommends awarding the bid to Middlesex Paving, LLC, which came in at $425,704.75 below the estimated budgeted amount, per the attached recommendation from Milen Womack, City Engineer. Once the contractor has substantially completed the work and actual funding levels have been determined through change orders, the following streets will be added to ensure all available funds are utilized: Little Rock Court, Little Iris Court, Springfoot Court, and the Ocoee Vista Parkway segment at the fire station entrances.

The following table is a listing of the bids received:

	Bidder	Total Bid
1.	**Middlesex Paving, LLC**	**$2,122,295.25**
2.	M&M Asphalt Maintenance Inc d/b/a All County Paving	$2,314,932.85
3.	Hubbard Construction Company	$2,400,891.09
4.	Superior Asphalt, Inc.	$2,419,001.00
5.	Ranger Construction Industries, Inc.	$2,479,110.15
6.	S&L Materials, Inc.	$2,517,334.15
7.	Preferred Materials, Inc.	$2,868,187.77

Issue:
Should the Honorable Mayor and City Commission award the bid for Asphalt Paving Projects for FY 2026 to Middlesex Paving, LLC, as recommended by the City Engineer?

Recommendations:
Staff recommends the Honorable Mayor and City Commission award ITB #26-005 Asphalt Paving Projects for FY 2026 to Middlesex Paving, LLC in the amount of $2,122,295.25, and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received. Staff also recommend the City Manager be authorized 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. ITB #26-005 Asphalt Paving Projects FY 2026 - Award Recommendation Memo
2. ITB #26-005 Asphalt Paving Projects FY 2026 - Bid Tabulation
3. Middlesex Paving, LLC - Proposal
4. M&M Asphalt Maintenance Inc DBA All County Paving - Proposal
5. Hubbard Construction Company - Proposal
6. ITB #26-005 Asphalt Paving Projects FY 2026 - Solicitation
7. ITB #26-005 Asphalt Paving Projects FY 2026 - Addendum 01

Financial Impacts:
The contract is adequately funded through the Public Works Department Road Repairs Budget, an estimated budgeted amount of $2,548,000.00, located in the General Government Repairs and Replacements (R&R) Fund: GL 321-541-10-5313 Job RR004-26.

Type of Item: Consent

ocoee
florida

Mayor
Rusty Johnson

Commissioners
Scott Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Craig Shadrix

MEMORANDUM

Date: March 30, 2026

To: Olena Stokych, Purchasing Analyst

From: Milen Womack, City Engineer

RE: Contract Award Recommendation.
ITB No. 26-005 Asphalt Paving Projects for FY 2026



Public Works recommends award of the Asphalt Paving Projects for FY 2026, ITB No. 26-005, to Middlesex Paving, LLC, with offices and an asphalt plant in Orlando, for the low bid of $ 2,122,295.25. The City received seven (7) qualified bids from interested contractors ranging from $2.1 million to $2.9 million. Middlesex Paving has been in business since the 1970s and has successfully completed previous projects for the City, including the asphalt resurfacing project for FY2019 and the Fullers Cross Intersection Improvements. The contract is adequately funded through the Public Works Department asphalt resurfacing budget.

ITB #26-005
ASPHALT PAVING PROJECTS FOR FY 2026
BID TABULATION
03/24/2026 2:00 P.M.

BID TABULATION		Hubbard Construction Company		M&M Asphalt Maintenance Inc d/b/a All County Paving		Middlesex Paving, LLC		Preferred Materials, Inc.		Ranger Construction Industries, Inc.		S&L Materials, Inc.		Superior Asphalt, Inc.	
Acknowleged Addendum #1		✔		✔		✔		✔		✔		✔		✔	
Bid Security (Bid Bond)		Bid Bond		Bid Bond		Bid Bond		Bid Bond		Bid Bond		Bid Bond		Bid Bond	
Company Verification/License Check		Active		Active		Active									
Exceptions		None		missing		None		None		None		None		None	
Required Forms		✔		missing list of subcontractors		✔									
DESCRIPTION	**QTY.**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
CLARKE ROAD (A.D. MIMS RD – OCOEE VISTA PKWY) - D4 MILL AND RESURFACING															
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	1	$6,514.76	$6,514.76	$13,150.00	$13,150.00	$10,000.00	$10,000.00	$12,848.62	$12,848.62	$8,690.00	$8,690.00	$11,235.00	$11,235.00	$9,500.00	$9,500.00
1.5" Milling (Max.)	9,119	$4.90	$44,683.10	$3.50	$31,916.50	$4.25	$38,755.75	$3.79	$34,561.01	$3.75	$34,196.25	$2.55	$23,253.45	$3.40	$31,004.60
1.5" Resurface Type FC-9.5 Asphalt Paving	9,119	$18.43	$168,063.17	$15.75	$143,624.25	$18.00	$164,142.00	$21.77	$198,520.63	$20.00	$182,380.00	$17.75	$161,862.25	$16.25	$148,183.75
Temporary Striping and Thermoplastic Final Striping	1	$28,881.61	$28,881.61	$21,275.00	$21,275.00	$20,000.00	$20,000.00	$18,500.00	$18,500.00	$20,800.00	$20,800.00	$23,355.00	$23,355.00	$19,500.00	$19,500.00
Traffic Loop System Restoration	1	$5,819.36	$5,819.36	$18,000.00	$18,000.00	$3,000.00	$3,000.00	$8,517.10	$8,517.10	$6,070.00	$6,070.00	$5,060.00	$5,060.00	$8,500.00	$8,500.00
SUB-TOTAL			$253,962.00		$227,965.75		$235,897.75		$272,947.36		$252,136.25		$224,765.70		$216,688.35
NORTHERN DURANGO AVE - D1 MILL AND RESURFACING															
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	1	$2,626.62	$2,626.62	$5,550.00	$5,550.00	$2,500.00	$2,500.00	$3,777.36	$3,777.36	$8,690.00	$8,690.00	$3,610.00	$3,610.00	$3,250.00	$3,250.00
1.25" Milling (Max.)	3,884	$2.73	$10,603.32	$3.50	$13,594.00	$4.50	$17,478.00	$3.22	$12,506.48	$2.95	$11,457.80	$2.65	$10,292.60	$3.75	$14,565.00
1.25" Resurface Type SP-9.5 Asphalt Paving	3,884	$11.52	$44,743.68	$11.50	$44,666.00	$10.50	$40,782.00	$15.85	$61,561.40	$12.25	$47,579.00	$13.85	$53,793.40	$13.10	$50,880.40
Temporary Striping and Thermoplastic Final Striping (1 stop bar & crosswalk)	1	$5,932.43	$5,932.43	$4,370.00	$4,370.00	$4,000.00	$4,000.00	$3,800.00	$3,800.00	$4,270.00	$4,270.00	$4,515.00	$4,515.00	$1,750.00	$1,750.00
SUB-TOTAL			$63,906.05		$68,180.00		$64,760.00		$81,645.24		$71,996.80		$72,211.00		$70,445.40
S LAKEWOOD AVE (E GENEVA ST – E ORLANDO AVE) - D2 MILL AND RESURFACING															
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	1	$2,108.83	$2,108.83	$5,650.00	$5,650.00	$5,000.00	$5,000.00	$6,286.49	$6,286.49	$8,690.00	$8,690.00	$6,110.00	$6,110.00	$3,750.00	$3,750.00
1.25" Milling (Max.)	3,000	$3.46	$10,380.00	$4.15	$12,450.00	$5.00	$15,000.00	$3.83	$11,490.00	$3.80	$11,400.00	$3.20	$9,600.00	$4.60	$13,800.00
1.25" Resurface Type SP-9.5 Asphalt Paving	3,000	$12.08	$36,240.00	$12.15	$36,450.00	$11.50	$34,500.00	$16.94	$50,820.00	$13.30	$39,900.00	$15.25	$45,750.00	$14.20	$42,600.00
Speed Table Restoration per City Detail (Price to include cost to stamp and paint)	3	$11,140.77	$33,422.31	$15,000.00	$45,000.00	$18,500.00	$55,500.00	$17,877.79	$53,633.37	$14,300.00	$42,900.00	$17,995.00	$53,985.00	$5,500.00	$16,500.00
Temporary Striping and Thermoplastic Final Striping (1 stop bar)	1	$7,181.37	$7,181.37	$5,290.00	$5,290.00	$10,000.00	$10,000.00	$7,100.00	$7,100.00	$5,170.00	$5,170.00	$6,810.00	$6,810.00	$7,350.00	$7,350.00
SUB-TOTAL			$89,332.51		$104,840.00		$120,000.00		$129,329.86		$108,060.00		$122,255.00		$84,000.00
BLACKWOOD AVE (OLD WINTER GARDEN RD – W COLONIAL DR) - D2 MILL AND RESURFACING															
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	1	$6,298.23	$6,298.23	$13,150.00	$13,150.00	$10,000.00	$10,000.00	$14,998.19	$14,998.19	$8,690.00	$8,690.00	$8,655.00	$8,655.00	$7,850.00	$7,850.00
1.5" Milling (Max.)	8,350	$5.00	$41,750.00	$3.55	$29,642.50	$4.25	$35,487.50	$5.03	$42,000.50	$4.10	$34,235.00	$2.55	$21,292.50	$3.20	$26,720.00
1.5" Resurface Type FC-12.5 Asphalt Paving	8,350	$17.93	$149,715.50	$15.30	$127,755.00	$18.00	$150,300.00	$25.36	$211,756.00	$17.75	$148,212.50	$16.90	$141,115.00	$16.35	$136,522.50
Temporary Striping and Thermoplastic Final Striping	1	$32,003.95	$32,003.95	$23,575.00	$23,575.00	$20,000.00	$20,000.00	$28,200.00	$28,200.00	$23,000.00	$23,000.00	$22,165.00	$22,165.00	$23,600.00	$23,600.00
Traffic Loop System Restoration	1	$5,819.36	$5,819.36	$18,000.00	$18,000.00	$8,000.00	$8,000.00	$8,353.14	$8,353.14	$6,070.00	$6,070.00	$5,065.00	$5,065.00	$16,000.00	$16,000.00
SUB-TOTAL			$235,587.04		$212,122.50		$223,787.50		$305,307.83		$220,207.50		$198,292.50		$210,692.50
ECONOMIC COURT - D3 MILL AND RESURFACING															
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	1	$414.25	$414.25	$5,650.00	$5,650.00	$1,000.00	$1,000.00	$1,768.36	$1,768.36	$8,690.00	$8,690.00	$1,200.00	$1,200.00	$1,250.00	$1,250.00
1.25" Milling (Max.)	657	$14.51	$9,533.07	$13.80	$9,066.60	$15.00	$9,855.00	$12.95	$8,508.15	$14.60	$9,592.20	$8.00	$5,256.00	$12.25	$8,048.25
1.25" Resurface Type SP-9.5 Asphalt Paving	657	$24.37	$16,011.09	$22.05	$14,486.85	$25.00	$16,425.00	$51.66	$33,940.62	$26.20	$17,213.40	$26.80	$17,607.60	$26.30	$17,279.10
SUB-TOTAL			$25,958.41		$29,203.45		$27,280.00		$44,217.13		$35,495.60		$24,063.60		$26,577.35
KENSINGTON MANOR SUBDIVISION - D4 MILL AND RESURFACING															
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	1	$13,707.34	$13,707.34	$9,400.00	$9,400.00	$7,500.00	$7,500.00	$11,891.94	$11,891.94	$8,690.00	$8,690.00	$12,455.00	$12,455.00	$4,600.00	$4,600.00
1.25" Milling (Max.)	22,595	$1.84	$41,574.80	$2.85	$64,395.75	$3.00	$67,785.00	$2.57	$58,069.15	$2.80	$63,266.00	$2.00	$45,190.00	$2.40	$54,228.00
1.25" Resurface Type SP-9.5 Asphalt Paving	22,595	$11.18	$252,612.10	$10.75	$242,896.25	$8.50	$192,057.50	$12.72	$287,408.40	$11.75	$265,491.25	$12.30	$277,918.50	$11.55	$260,972.25
Temporary Striping and Thermoplastic Final Striping (11 Stop bars and crosswalk)	1	$12,255.17	$12,255.17	$9,027.50	$9,027.50	$8,000.00	$8,000.00	$12,850.00	$12,850.00	$8,820.00	$8,820.00	$9,061.35	$9,061.35	$2,350.00	$2,350.00
SUB-TOTAL			$320,149.41		$325,719.50		$275,342.50		$370,219.49		$346,267.25		$344,624.85		$322,150.25

ITB #26-005
ASPHALT PAVING PROJECTS FOR FY 2026
BID TABULATION
03/24/2026 2:00 P.M.

BID TABULATION		Hubbard Construction Company		M&M Asphalt Maintenance Inc d/b/a All County Paving		Middlesex Paving, LLC		Preferred Materials, Inc.		Ranger Construction Industries, Inc.		S&L Materials, Inc.		Superior Asphalt, Inc.	
SHOAL CREEK SUBDIVISION - D2 **MILL AND RESURFACING**															
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	1	$7,682.13	$7,682.13	$9,250.00	$9,250.00	$7,500.00	$7,500.00	$11,214.25	$11,214.25	$8,690.00	$8,690.00	$9,640.00	$9,640.00	$4,600.00	$4,600.00
1.25" Milling (Max.)	12,828	$2.06	$26,425.68	$2.70	$34,635.60	$3.50	$44,898.00	$2.93	$37,586.04	$2.45	$31,428.60	$2.30	$29,504.40	$3.15	$40,408.20
1.25" Resurface Type SP-9.5 Asphalt Paving	12,828	$11.57	$148,419.96	$10.60	$135,976.80	$8.50	$109,038.00	$13.93	$178,694.04	$11.65	$149,446.20	$13.25	$169,971.00	$12.35	$158,425.80
Temporary Striping and Thermoplastic Final Striping (4 Stop Bar & crosswalk)	1	$7,493.60	$7,493.60	$5,520.00	$5,520.00	$5,500.00	$5,500.00	$4,800.00	$4,800.00	$5,390.00	$5,390.00	$5,540.00	$5,540.00	$5,700.00	$5,700.00
SUB-TOTAL			$190,021.37		$185,382.40		$166,936.00		$232,294.33		$194,954.80		$214,655.40		$209,134.00
WINDERMERE GROVES SUBDIVISION - D3 **MILL AND RESURFACING**															
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	1	$14,338.11	$14,338.11	$5,796.00	$5,796.00	$7,500.00	$7,500.00	$12,569.64	$12,569.64	$8,690.00	$8,690.00	$13,875.00	$13,875.00	$4,800.00	$4,800.00
1.25" Milling (Max.)	23,380	$2.15	$50,267.00	$2.75	$64,295.00	$3.00	$70,140.00	$2.86	$66,866.80	$2.70	$63,126.00	$2.25	$52,605.00	$2.70	$63,126.00
1.25" Resurface Type SP-9.5 Asphalt Paving	23,380	$11.12	$259,985.60	$10.65	$248,997.00	$8.50	$198,730.00	$13.45	$314,461.00	$11.75	$274,715.00	$13.00	$303,940.00	$11.75	$274,715.00
Temporary Striping and Thermoplastic Final Striping (9 Stop Bar)	1	$5,151.85	$5,151.85	$3,795.00	$3,795.00	$2,500.00	$2,500.00	$3,300.00	$3,300.00	$3,710.00	$3,710.00	$3,810.00	$3,810.00	$3,000.00	$3,000.00
SUB-TOTAL			$329,742.56		$322,883.00		$278,870.00		$397,197.44		$350,241.00		$374,230.00		$345,641.00
HARBOUR HIGHLANDS 2 SUBDIVISION - D2 **MILL AND RESURFACING**															
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	1	$6,232.33	$6,232.33	$5,650.00	$5,650.00	$5,000.00	$5,000.00	$10,404.64	$10,404.64	$8,690.00	$8,690.00	$7,130.00	$7,130.00	$4,600.00	$4,600.00
1.25" Milling (Max.)	10,796	$2.39	$25,802.44	$2.75	$29,689.00	$3.50	$37,786.00	$3.20	$34,547.20	$2.65	$28,609.40	$1.95	$21,052.20	$3.35	$36,166.60
1.25" Resurface Type SP-9.5 Asphalt Paving	10,796	$12.20	$131,711.20	$10.70	$115,517.20	$8.50	$91,766.00	$14.83	$160,104.68	$12.40	$133,870.40	$12.55	$135,489.80	$12.35	$133,330.60
Temporary Striping and Thermoplastic Final Striping (7 Stop Bar & 2 Crosswalk)	1	$6,088.56	$6,088.56	$4,485.00	$4,485.00	$3,000.00	$3,000.00	$3,900.00	$3,900.00	$4,380.00	$4,380.00	$4,500.00	$4,500.00	$3,100.00	$3,100.00
SUB-TOTAL			$169,834.53		$155,341.20		$137,552.00		$208,956.52		$175,549.80		$168,172.00		$177,197.20
PRIMA VISTA SUBDIVISION - D2 **MILL AND RESURFACING**															
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	1	$13,980.37	$13,980.37	$5,500.00	$5,500.00	$7,500.00	$7,500.00	$12,569.64	$12,569.64	$8,690.00	$8,690.00	$15,035.00	$15,035.00	$4,500.00	$4,500.00
1.25" Milling (Max.)	23,830	$2.20	$52,426.00	$2.70	$64,341.00	$3.00	$71,490.00	$2.83	$67,438.90	$2.65	$63,149.50	$2.20	$52,426.00	$2.80	$66,724.00
1.25" Resurface Type SP-9.5 Asphalt Paving	23,830	$11.84	$282,147.20	$10.60	$252,598.00	$8.50	$202,555.00	$13.36	$318,368.80	$11.55	$275,236.50	$12.90	$307,407.00	$12.60	$300,258.00
Temporary Striping and Thermoplastic Final Striping (10 stop bars & Crosswalk)	1	$7,025.26	$7,025.26	$5,175.00	$5,175.00	$5,000.00	$5,000.00	$4,500.00	$4,500.00	$5,060.00	$5,060.00	$5,195.00	$5,195.00	$2,500.00	$2,500.00
SUB-TOTAL			$355,578.83		$327,614.00		$286,545.00		$402,877.34		$352,136.00		$380,063.00		$373,982.00
LAKESHORE GARDENS SUBDIVISION - D2 **MILL AND RESURFACING**															
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	1	$14,498.15	$14,498.15	$10,000.00	$10,000.00	$7,500.00	$7,500.00	$12,569.64	$12,569.64	$8,690.00	$8,690.00	$13,925.00	$13,925.00	$5,000.00	$5,000.00
1.25" Milling (Max.)	25,463	$1.78	$45,324.14	$2.70	$68,750.10	$3.00	$76,389.00	$2.65	$67,476.95	$2.45	$62,384.35	$2.10	$53,472.30	$2.40	$61,111.20
1.25" Resurface Type SP-9.5 Asphalt Paving	25,463	$11.75	$299,190.25	$10.65	$271,180.95	$8.50	$216,435.50	$13.28	$338,148.64	$11.60	$295,370.80	$12.60	$320,833.80	$12.35	$314,468.05
Temporary Striping and Thermoplastic Final Striping (10 Stop Bars & 2 Crosswalks)	1	$7,805.84	$7,805.84	$5,750.00	$5,750.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,620.00	$5,620.00	$5,770.00	$5,770.00	$1,913.70	$1,913.70
SUB-TOTAL			$366,818.38		$355,681.05		$305,324.50		$423,195.23		$372,065.15		$394,001.10		$382,492.95
TOTAL BASE BID WITHOUT ANY ADD ALTERNATE			$2,400,891.09		$2,314,932.85		$2,122,295.25		$2,868,187.77		$2,479,110.15		$2,517,334.15		$2,419,001.00
		3		**2**		**1**		**7**		**5**		**6**		**4**	

*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.

25. LIST OF SUBCONTRACTORS:

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

Better Paving, Inc./684 Shepard Rd, Orlando, FL 32833/59-2717249/Greg Sherlock/407-468-9777

People Ready Florida, Inc./4200 S Orange Blossom Trail, Orlando, FL 32839/22-3606731/Brenda Hoerzing/407-648-4833

Sweep-It, LLC./5300 Vista Club Run, Sanford, FL 32824/46-4551874/Lupe Aranda/407-915-5123

American Pride Construction Services, Inc./8601 5th St, Orlando, FL 32836/02-0605255/Faisal Waseem/321-329-3744

Fausnight Stripe and Line, Inc./910 Charles St, Longwood, FL 32750/59-2556096/Phil Fausnight/407-261-5446

(Attach additional sheets if necessary)

The Bidder certifies that the Bidder has investigated each subcontractor/temporary worker agency listed and has received and has in the 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.**

26. EQUIPMENT LISTING:

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

Attached is a complete list of Middlesex Paving, LLC. owned equipment to support milling and asphalt paving work.

27. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK

The Bidder shall complete the following blanks regarding experience with similar type of work. Bidder must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three years.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT

See Attached

Have you any similar work in progress at this time? Yes X No ___.
Length of time in business 12 Years as MPLLC
Have you ever failed to complete work awarded to you? If so, where and why?
No

Bank or other financial references:
Bank of America
One Federal Street
Boston, MA 02110
Contact: Thomas Brennan, Senior Vice President
(617) 434-4512

(Attach additional sheets if necessary)

28. 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.

None

29. EXCEPTIONS:

Does Respondent have any Exceptions to the Scope of Services or terms of the Contract Documents?
Yes _____ No X

List any exceptions you have to this scope of services or contract terms. (**Note: exceptions will not be considered after award.**) The City reserves the right to accept or reject any requested exceptions. If Respondent leaves this question blank, Respondent agrees it has no exceptions.

(Attach additional sheets if necessary)

30. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. 1 Dated 3/17/2026
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____

(Remainder of page left blank intentionally)

MPLLC OWNED EQUIPMENT		
	504044	2013 MACK GU813 TRIAXLE DUMP
	504045	2013 MACK GU813 TRIAXLE DUMP
	504046	2013 MACK GU813 TRIAXLE DUMP
	504048	2016 MACK GU813 TRI-AXLE
	504049	2016 MACK GU813 TRI-AXLE
	504050	2016 MACK GU813 TRI-AXLE
	504051	2016 MACK GU813 TRI-AXLE
	504052	2017 MACK GU813 TRI-AXLE DUMP TRUCK
	504053	2017 MACK GU813 TRI-AXLE DUMP TRUCK
	504054	2017 MACK GU813 TRI-AXLE DUMP TRUCK
	504055	2017 MACK GU813 TRI-AXLE DUMP TRUCK
	504056	2017 MACK GU813 TRI-AXLE DUMP TRUCK
	504057	2017 MACK GU813 TRI-AXLE DUMP TRUCK
	504058	2017 MACK GU813 TRI-AXLE DUMP TRUCK
	504059	2017 MACK GU813 TRI-AXLE DUMP TRUCK
	504060	2017 MACK GU813 TRI-AXLE DUMP TRUCK
	504061	2017 MACK GU813 TRI-AXLE DUMP TRUCK
	504062	2019 Mack GR64B Dump Truck
	504063	2019 Mack GR64B Dump Truck
	504065	2019 Mack GR64B Dump Truck
	504066	2019 Mack GR64B dump truck
	504067	2019 Mack GR64B dump truck
	504068	2019 Mack GR64B dump truck
	504069	2019 Mack GR64B dump truck
	504070	2019 Mack GR64B live bottom truck
	504071	2019 Mack GR64B live bottom truck
	504072	2019 Mack GR64B live bottom truck
	504073	2019 Mack GR64B live bottom truck
	504074	2022 Mack GR84B Dump Truck
	504075	2022 Mack GR84B Dump Truck
	504076	2022 MACK GR84B Dump Truck
	504077	2022 MACK GR84B Dump Truck
	504078	2022 MACK GR84B Dump Truck
	504079	2022 MACK GR84B Dump Truck
	504080	2022 MACK GR84B Dump Truck
	504081	2022 MACK GR84B Dump Truck
	504082	2022 MACK GR84B Dump Truck
	504083	2022 MACK GR84B Dump Truck
	503533	2015 LEEBOY ROSCO MAXIMIZER II
	503534	2017 LEEBOY MAXIMIZER III DISTRIBUTOR TRUCK
	503535	2017 Freightliner Tack Distributor Truck MAX III
	503536	2018 TACK TRUCK
	503538	2020 ROSCO MAXIMIZER DISTRIBUTOR TRUCK

	T529	2005 EAGER BEAVER 50GS TRAILER
	T532	2009 INTERSTATE 12BST TRAILER
	T537	2016 TOWMASTER T-12DT TRAILER
	T538	2016 TOWMASTER T-12DT TRAILER
	T547	2017 EAGER BEAVER LOW BED TRAILER
	T548	2017 EAGER BEAVER LOW BED TRAILER
	505110	2015 MACK TRACTOR CHN613
	505111	2017 MACK CHU613 TRACTOR
	505112	2018 Mack CHU613 Low Bed Tractor
	505113	2019 Mack Pinnacle 64T Tractor
	504028	2005 MACK CV713 WATER TRUCK
	504040	2007 MACK CTP713B WATER TRUCK
	AGR207	2018 Roadtec RX700 Milling Machine
	AGR208	2022 WIRTGEN MILLING MACHINE
	P538	2016 8" ROADTEC RP-175E RUBBER TIRE PAVER
	P535	2015 ROADTEC RP-190 10' RUBBER TIRE PAVER
	P536	2016 ROADTECT RP190 10' RUBBER TIRE PAVER
	P537	2016 ROADTECT RP190 10' RUBBER TIRE PAVER
	P539	2018 ROADTEC RP195 TRACK PAVER
	P540	2019 RP-190E Tire Paver 225HP QSB6.7 T4F
	P541	Roadtec RP190 10 Rubber Tire Asphalt Paver
	P542	2022 ROADTEC R190 TIRE ASPHALT PAVER
	MTV502	2017 ROADTEC SB1500 SHUTTLE BUGGY
	MTV503	Roadtec SB-1500 Material Transfer Machine
	MTV504	2021 WEILER MATERIAL TRANSFER VEHICLE
	RS546	2014 WEILER C307 SPLIT DRUM ROLLER
	RS547	2016 WEILER C307 SPLIT DRUM COMPACTOR
	RS548	2018 Weiler C307 Steel Wheel Roller
	RS549	2019 WEILER C310A SPLIT DRUM ROLLER
	RT538	2007 ROSCO 915 COMPACTOR
	RT539	2013 BLAW-KNOX PTC15 RUBBER TIRE ROLLER
	RT540	2013 BLAW KNOX PTC15 RUBBER TIRE COMPACTOR
	RT541	2016 BLAW KNOX PTC15
	RT542	2016 BLAW-KNOX PTC15 RUBBER TIRE ROLLER
	RT537	2007 BOMAG BW24RH COMPACTOR
	SW538	2015 ROSCO CHALLENGER VI BROOM
	SW541	2015 CHALLENGER VI BROOM
	SW542	2015 CHALLENGER VI BROOM
	SW544	2016 Blaw Knox FB90
	SW545	2016 Blaw Knox FB90
	502507	2017 FORD F-750
	502508	2017 FORD F-750
	502509	2017 FORD F-750
	502510	2019 FORD F750 BOX TOOL TRUCK

	502511	2019 FORD F750 BOX TOOL TRUCK
	RSV201	CAT CB24B 2 TON ROLLER
	RSV202	2022 CAT CB2.7 Roller RPO
	RSV556	2017 CAT CB64B VIBRATORY ASPHALT COMPACTOR
	RSV557	2017 CAT CB64B VIBRATORY ASPHALT COMPACTOR
	RSV558	2017 CAT CB64B VIBRATORY ASPHALT COMPACTOR
	RSV559	2017 CAT CB64B VIBRATORY ASPHALT COMPACTOR
	RSV560	2017 CAT CB64B VIBRATORY ASPHALT COMPACTOR
	RSV561	2017 CAT CB64B VIBRATORY ASPHALT COMPACTOR
	RSV562	2018 Cat CB64B Paving Vibe Roller
	RSV563	2018 Cat CB64B Paving Vibe Roller
	RSV564	2018 Cat CB64B Paving Vibe Roller
	RSV565	2018 Cat CB64B Paving Vibe Roller
	RSV566	CAT CB13 ROLLER
	RSV567	2019 CAT CB13 ROLLER
	SKS528	2019 CAT 262D SKID STEER
	SKS529	CAT 262D SKID STEER
	SKS530	2020 CAT 262D SKID STEER
	SKS531	2020 CAT 262D SKID STEER
	SKS533	2022 CAT 262C SKID STEER
	SP501	2017 Roadtec SP100e Stealth Paver
	SW546	2018 BROOM BEAR TRUCK SWEEPER
	SW549	2020 ELGIN BROOM BEAR SWEEPER
	SW550	2022 Elgin Broom Bear Sweeper
	T534	2015 EAGER BEAVER 50GSL/PT
	T535	2016 TOWMASTER 16' SKIDSTEER TRAILER
	T536	2016 TOWMASTER 16' SKIDSTEER TRAILER
	T550	2016 TOWMASTER T-12DT 16' SKIDSTEER TRAILER
	T553	2019 TRAILBOSS KS48DTA PAVING RAMP TRAILER
	T556	2022 TOWMASTER 7-12DT 16'SKIDSTEER TRAILER
	T557	2023 EAGER BEAVER 60GSK-PT-BR LOWBOY
	201386	2016 FORD F150 XL SUPERCAB 4X4
	201399	2017 Ford F150 XLT Pickup
	201400	2017 Ford F150 XL Pickup
	503306	2011 International 4300SBA Durstar 2000 Gallon Water Truck
	503307	2011 International 4300SBA Durastar 2000 Gallon Water Truck
	504019	1999 MACK RD688S WATER TRUCK
	SERLT	Lightower
	5LHT16	2017 ALLMAND NLPRO VII LIGHT TOWER
	5LHT17	2017 ALLMAND NLPRO VII LIGHT TOWER
	5LHT18	2017 ALLMAND NLPRO VII LIGHT TOWER
	5LHT19	2017 ALLMAND NLPRO VII LIGHT TOWER
	5LHT20	2017 ALLMAND NLPRO VII LIGHT TOWER

	5LHT21	2017 ALLMAND NLPRO VII LIGHT TOWER
	5LHT22	2018 ALLMAND NL-V LIGHT TOWER
	5LHT23	2018 ALLMAND NL-V LIGHT TOWER
	5LHT24	2018 ALLMAND NL-V LIGHT TOWER
	5LHT25	2019 ALLMAND NL-V LIGHT TOWER
	5LHT26	2019 ALLMAND NL-V LIGHT TOWER
	5LHT27	2019 ALLMAND NL-V LIGHT TOWER
	5LHT28	2019 ALLMAND NL-V LIGHT TOWER
	5LHT29	2022 Allmand Night Lite Pro II
	5LHT30	2022 Allmand Night Lite Pro II
	5LHT31	2022 Allmand Night Lite Pro II
	5LHT32	2022 Allmand Night Lite Pro II
	5LHT33	2023 ALLMAND NIGHT LIFE PRO II

REFERENCES and PAST PROJECTS

City of Orlando
Mr. Howard Elkin
Division Manager, Streets and Stormwater Division
1010 Woods Avenue
Orlando, FL 32805
Howard.elkin@cityoforlando.net
Phone: 407-327-5989
Fax: 407 327-6695

- IFB 21-0028 Resurfacing of City Streets is annual term contract for asphalt milling and paving for the City of Orlando on an "as needed" basis. The original Contract amount was $5,085,010 for the initial 1-year term. This an active Contract that has been extended each year since commencement in 2021 with a to-date placement of over 160k tons of asphalt ($27M billed to-date) with current contract expiration on April 13, 2026. This project includes Milling, Paving, and MOT performed on various streets within the City of Orlando.
- IFB 15-0251 Resurfacing of City Streets was annual term contract for asphalt milling and paving for the City of Orlando on an "as needed" basis. This Contract was originally awarded in 2015 in the amount of $4,885,556 and was extended for the full 5-year (plus) allowance and included the placement of over 140k tons of asphalt for a final amount contract value of $22.8M. This Contract (with full extension allowances) expired April 30, 2021. This project included Milling, Paving, and MOT performed on various streets within the City of Orlando

Osceola County
Mr. Matthew Perry
1 Courthouse Square
Kissimmee, FL 34741
Matthew.perry@osceola.org
(407) 742-7515

- Contract AR-21-125-16-HL for Asphalt Resurfacing is a 3-year term contract with options for two additional 1-year terms. The original 3-year Contract was $39,684,194 with scope of work including Milling, Asphalt Paving, Striping, and MOT performed on various streets throughout Osceola County (as needed).
    - Initial 3-year term commenced October 21, 2021, and was completed Oct. 20, 2024 with the placement of 155,000 tons of asphalt for $30M Contract value. Extended "Year 4" added another 60,000 tons and another $13M…for total Years 1-4 of 215,000 tons of asphalt placed for contract value of $43M to-date.
    - Contract was extended to Year 5 and is currently active and on track for completion/expiration on October 20, 2026.

City of Winter Springs
Peter Crespi
Assistant Director of Public Works and Utilities
1126 East State Road 434
Winter Springs, FL 34708
pcrespi@winterspringsfl.org
Phone: (407) 327-7591

- FY 2025 Asphalt Resurfacing Various City Streets (PO 2025-00000900) was contracted February 13, 2025, for $940,906 which included the placement of 4,650 tons of asphalt for Final Contract value of $964k. This project included Milling, Paving, Striping, and MOT performed on various streets, as directed. This project was completed in March 2025, within the allowed contract time.
- FY 2024 Asphalt Resurfacing program (PO 2024-00001015) was contracted March 1, 2024 for $1077,760 which included the placement of 4,650 tons of asphalt for Final Contract value of $1.1M. This project included Milling, Paving, Striping, and MOT performed on various streets, as directed. This project was completed in April, 2024, ahead of the May 3, 2024 completion.
- FY 2023 Asphalt Resurfacing Various City Streets (PO 2023-00000837) was contracted March 13, 2023, for $1,754,720 which included the placement of 8,400 tons of asphalt for a Final Contract value of $1.6M. This project included Milling, Paving, Striping, and MOT performed on various streets, as directed. This project was completed in June 2023, within the allowed contract time.
- FY 2022 Asphalt Resurfacing program (PO 2022-00000001) was contracted October 6, 2021 for $858,316 which included the placement of 6,000 tons of asphalt for Final Contract value of $855k. This project included Milling, Paving, Striping, and MOT performed on various streets, as directed. This project was completed in October 2022, within the allowed contract time.
- FY 2021 Asphalt Resurfacing Various City Streets (PO 2021-00001342) was contracted September 22, 2021 for $1,036,573 which included the placement of 7,200 tons of asphalt for Final Contract value of $1,029,717. This project included Milling, Paving, Striping, and MOT performed on various streets, as directed. This project was completed in September 2021, within the allowed contract time.
- FY 2020 Asphalt Street Resurfacing (PO 2020-00000746) was contracted March 25, 2020, for $1,319,205 which included the placement of 10,100 tons of asphalt for Final Contract value of $1,353,640. This project included Milling, Paving, Striping, and MOT performed on various streets, as directed. This project was completed in May 2020, within the allowed contract time.

City of Winter Garden
Jim Monahan, P.E.
City Engineer
300 Plant Street
Winter Garden, FL 34787
Jmonahan1@cwgdn.com
Phone: (407) 656-4111 (ext 5463)

- FY 2025 Asphalt Resurfacing PO 25-109 was issued April 23, 2025, for $997,537 that included the placement of 2,600 tons of asphalt for Final Contract value of $950k. This project included Milling, Paving, Striping, and MOT performed on various streets, as directed. This project was completed in May 2025, within the allowed contract time.
- FY 2024 Asphalt Resurfacing PO 24-41 was issued December 18, 2023, for $1,679,726 that included the placement of 5,600 tons of asphalt for Contract Final value of $1,633,551. This project included Milling, Paving, Striping, and MOT performed on various streets, as directed. This project was completed in April 2024, within the allowed contract time.
- FY 2023 Asphalt Resurfacing PO 23-79 was issued March 2, 2023, for $1,962,226 that included the placement of 6,100 tons of asphalt for final Contract value of $1.7M. This project included Milling, Paving, Striping, and MOT performed on various streets, as directed. This project was completed in April, 2023, within the allowed contract time.
- FY 2022 Asphalt Resurfacing PO 22-60 was issued December 17, 2021, for $1,972,186 that included the placement of 11,000 tons of asphalt for final Contract value of $1,924,141. This project included Milling, Paving, Striping, and MOT performed on various streets, as directed. This project was completed in March, 2022, within the allowed contract time.
- FY 2021 Asphalt Resurfacing program included the placement of 13,300 tons of asphalt for Contract value over $2.1M. This project included Milling, Paving, Striping, and MOT performed on various streets, as directed.
- FY 2020 Asphalt Resurfacing program included the placement of 12,900 tons of asphalt for Contract value of $1.9M. This project included Milling, Paving, Striping, and MOT performed on various streets, as directed.

City of Oviedo
Ms. Alexis Stewart, P.E.
City Engineer
400 Alexandria Blvd.
Oviedo, FL 32765
astewart@cityofoviedo.net
Phone: (407) 971-5651

- FY 2024-2025 Asphalt Resurfacing of Various City Streets (Bid No. 25-17) was contracted April 23, 2025 for $2,421,047 which included the placement of 17,000 tons of

asphalt for Final Contract value (with change orders) over $3.2M. This project included Milling, Paving, Striping, and MOT performed on various streets. The paving was completed December, 2025, but project still open pending final striping and acceptance.

- FY 2021-2022 Asphalt Resurfacing of Various City Streets (Bid No. 22-0237) was contracted May 15, 2023, for $963,719 which included the placement of 6,100 tons of asphalt for Final Contract value (with change orders) over $1.3M. This project included Milling, Paving, Striping, and MOT performed on various streets, as completed in September 2023, within the allowed contract time and approved extensions.
- FY 2020-2021 Asphalt Resurfacing of Various City Streets (Bid 21-02) was contracted January 4, 2021, for $1,974,438 which included the placement of 15,800 tons of asphalt for Contract value over $2M. This project included Milling, Paving, Striping, and MOT performed on various streets, as completed in July 2021, within the allowed contract time.

Orange County
Mr. Gildo Hermenegildo Pegado
Assistant Project Manager
Orange County Public Works, Roads & Drainage Division
4200 South John Young Parkway
Orlando, FL 32839
Hermenegildo.pegadocustodiorodri@ocfl.net
Phone: 407-836-7817(office)

- Contract Y22-1054 is an active annual Term Contract that started in 2023, with mutually agreed extensions to-date has included the placement of over 100k tons of asphalt for current Contract value over $23M…and still going. The original 1-year Term Contract was for $19,172,855, for Milling, Asphalt Paving, Striping, and MOT performed on various streets, as needed and directed through work order. This project is still active.
- Contract Y20-1031 was an annual Term Contract for Asphalt Milling and Resurfacing with Friction Course from August 2020 through June 2023, with an initial 1-year term contracted July 19, 2020 for $8,017,500. This contract was fully extended for the allowed additional 2 years as “mutually agreed” that included the placement of over 43k tons of asphalt for final Contract value of $7.3M. This project included Milling, Asphalt Paving, Striping, and MOT performed on various streets, as needed and directed through work order. This project was completed within contract expiration on July 6, 2023.
- Contract Y19-1128 was annual Term Contract for Asphalt Milling and Resurfacing with Friction Course contracted on October 17, 2019, for $6,150,975 for the initial 1-year term.. This contract was fully extended for the allowed additional 2 years as “mutually agreed” that included the placement of over 53k tons of asphalt for final Contract value of $8.4M. This project included Milling, Asphalt Paving, Striping, and MOT performed on various streets, as needed and directed through work order. This project was completed within the contract expiration on October 31, 2020.

(FDOT) Florida's Turnpike Enterprise
Mr. Virgil Rook, P.E.
Civil/Site Engineering, Inc.
Virgil.rook@dot.state.fl.us
vrook@csei-fl.com
(407) 468-6240

- FDOT E8T95 for Turnpike Mainline Resurface and Safety Improvements was contracted in 2022 for $21,849,073 to mill and resurface 4-lane section of Florida Turnpike from MP 198.5 to 207.0. This FDOT/Turnpike project E8T95 included Milling, Asphalt Paving, Base Repair, Guardrail replacement, Shoulder grading, Sodding, Misc. Asphalt, MOT, and Striping. Asphalt Paving included placement of over 65k tons of asphalt with project completed in October, 2024, within the allowed contract time.

EXHIBIT B
BID FORM (Page 1 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

ITEM NO.	Clarke (AD Mims - Ocoee Vista) - D4	UNIT	QTY	UNIT PRICE	ITEM TOTAL
1.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	$ 10,000.00	$ 10,000.00
1.02	1.5” Milling (Max.)	SY	9119	$ 4.25	$ 38,755.75
1.03	1.5” Resurface Type FC-9.5 Asphalt Paving	SY	9119	$ 18.00	$ 164,142.00
1.04	Temporary Striping and Thermoplastic Final Striping	LS	1	$ 20,000.00	$ 20,000.00
1.05	Traffic Loop System Restoration	LS	1	$ 3,000.00	$ 3,000.00
				SUB-TOTAL:	$ 235,897.75

ITEM NO.	Northern Durango Ave - D1	UNIT	QTY	UNIT PRICE	ITEM TOTAL
2.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	$ 2,500.00	$ 2,500.00
2.02	1.25” Milling (Max.)	SY	3884	$ 4.50	$ 17,478.00
2.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	3884	$ 10.50	$ 40,782.00
2.04	Temporary Striping and Thermoplastic Final Striping (1 stop bar & crosswalk)	LS	1	$ 4,000.00	$ 4,000.00
				SUB-TOTAL:	$ 64,760.00

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

BID SUBMITTED BY Middlesex Paving, LLC. **FL CONTRACTOR LICENSE #** CGC1525524

ITEM NO.	S Lakewood Ave (E Geneva - E Orlando) - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
3.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	$ 5,000.00	$ 5,000.00
3.02	1.25” Milling (Max.)	SY	3000	$ 5.00	$ 15,000.00
3.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	3000	$ 11.50	$ 34,500.00
3.04	Speed Table Restoration per City Detail (Price to include cost to stamp and paint)	EA	3	$ 18,500.00	$ 55,500.00
3.05	Temporary Striping and Thermoplastic Final Striping (1 stop bar)	LS	1	$ 10,000.00	$ 10,000.00
				SUB-TOTAL:	$ 120,000.00

ITEM NO.	Blackwood (OWG - 50) - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
4.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	$ 10,000.00	$ 10,000.00
4.02	1.5” Milling (Max.)	SY	8350	$ 4.25	$ 35,487.50
4.03	1.5" Resurface Type FC-12.5 Asphalt Paving	SY	8350	$ 18.00	$ 150,300.00
4.04	Temporary Striping and Thermoplastic Final Striping	LS	1	$ 20,000.00	$ 20,000.00
4.05	Traffic Loop System Restoration	LS	1	$ 8,000.00	$ 8,000.00
				SUB-TOTAL:	$ 223,787.50

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

BID SUBMITTED BY Middlesex Paving, LLC. **FL CONTRACTOR LICENSE #** CGC1525524

ITEM NO.	Economic Ct - D3	UNIT	QTY	UNIT PRICE	ITEM TOTAL
5.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	$ 1,000.00	$ 1,000.00
5.02	1.25” Milling (Max.)	SY	657	$ 15.00	$ 9,855.00
5.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	657	$ 25.00	$ 16,425.00
				SUB-TOTAL:	$ 27,280.00

ITEM NO.	Kensington Manor Subdivision - D4	UNIT	QTY	UNIT PRICE	ITEM TOTAL
6.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	$ 7,500.00	$ 7,500.00
6.02	1.25” Milling (Max.)	SY	22595	$ 3.00	$ 67,785.00
6.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	22595	$ 8.50	$ 192,057.50
6.04	Temporary Striping and Thermoplastic Final Striping (11 Stop bars and crosswalk)	LS	1	$ 8,000.00	$ 8,000.00
				SUB-TOTAL:	$ 275,342.50

BID FORM (Page 4 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

BID SUBMITTED BY Middlesex Paving, LLC. **FL CONTRACTOR LICENSE #** CGC1525524

ITEM NO.	Shoal Creek Subdivision - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
7.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	$ 7,500.00	$ 7,500.00
7.02	1.25” Milling (Max.)	SY	12828	$ 3.50	$ 44,898.00
7.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	12828	$ 8.50	$ 109,038.00
7.04	Temporary Striping and Thermoplastic Final Striping (4 Stop Bar & crosswalk)	LS	1	$ 5,500.00	$ 5,500.00
				SUB-TOTAL:	$ 166,936.00

ITEM NO.	Windermere Groves Subdivision - D3	UNIT	QTY	UNIT PRICE	ITEM TOTAL
8.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	$ 7,500.00	$ 7,500.00
8.02	1.25" Milling (Max.)	SY	23380	$ 3.00	$ 70,140.00
8.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	23380	$ 8.50	$ 198,730.00
8.04	Temporary Striping and Thermoplastic Final Striping (9 Stop Bar)	LS	1	$ 2,500.00	$ 2,500.00
				SUB-TOTAL:	$ 278,870.00

BID FORM (Page 5 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

BID SUBMITTED BY Middlesex Paving, LLC. **FL CONTRACTOR LICENSE #** CGC1525524

ITEM NO.	Harbour Highlands 2 Subdivision - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
9.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	$ 5,000.00	$ 5,000.00
9.02	1.25" Milling (Max.)	SY	10796	$ 3.50	$ 37,786.00
9.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	10796	$ 8.50	$ 91,766.00
9.04	Temporary Striping and Thermoplastic Final Striping (7 Stop Bar & 2 Crosswalk)	LS	1	$ 3,000.00	$ 3,000.00
				SUB-TOTAL:	$ 137,552.00

ITEM NO.	Prima Vista Subdivision - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
10.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	$ 7,500.00	$ 7,500.00
10.02	1.25" Milling (Max.)	SY	23830	$ 3.00	$ 71,490.00
10.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	23830	$ 8.50	$ 202,555.00
10.04	Temporary Striping and Thermoplastic Final Striping (10 stop bars & Crosswalk)	SY	1	$ 5,000.00	$ 5,000.00
				SUB-TOTAL:	$ 286,545.00

BID FORM (Page 6 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

BID SUBMITTED BY Middlesex Paving, LLC. **FL CONTRACTOR LICENSE #** CGC1525524

ITEM NO.	Lakeshore Gardens Subdivision - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
11.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	$ 7,500.00	$ 7,500.00
11.02	1.25" Milling (Max.)	SY	25463	$ 3.00	$ 76,389.00
11.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	25463	$ 8.50	$ 216,435.50
11.04	Temporary Striping and Thermoplastic Final Striping (10 Stop Bars & 2 Crosswalks)	SY	1	$ 5,000.00	$ 5,000.00
				SUB-TOTAL:	$ 305,324.50

TOTAL BASE BID = $ 2,122,295.25

WRITTEN: Two Million One Hundred Twenty-Two Thousand Two Hundred Ninety-Five Dollars and Twenty Five Cents

Officers and Board Members of
Middlesex Paving, LLC.
Principal Office:
10801 Cosmonaut Blvd
Orlando, FL 32824

Name	Title	Phone Number	E-Mail Address
Robert W. Pereira	Chief Executive Officer & Managing Member	978-742-4400	N/A
Robert W. Pereira II	President and Chief Operating Officer & Managing Member	978-742-4400	rwpjr@middlesexco.com
Peter J. Martinkus	Senior Vice President Finance, CFO, Secretary & Manager	978-742-4400	pmartinkus@middlesexco.com
Michael J. Iapaluccio	Senior Vice President, Paving	407-632-4028	mikei@middlesexco.com
Joe T. Meier	Vice President, Estimating	407-515-3569	jmeier@middlesexco.com

Attachment "A"

EXHIBIT D
CERTIFICATION OF NON-SEGREGATED FACILITIES

The 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. The 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. The 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. The 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 March 24 , 2026.

Middlesex Paving, LLC.

By: _____

Michael Iapaluccio, Senior Vice President, Paving

(Title)

MIDDLESEX PAVING LLC LIMITED LIABILITY COMPANY 2012 FLORIDA

Official Address (including Zip Code):

10801 Cosmonaut Blvd, Orlando, FL 32824

EXHIBIT E - ITB #26-005 BID CONFLICT OF INTEREST DISCLOSURE FORM

The 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 the 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:

X _____ 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:

Middlesex Paving, LLC.
Firm Name

MIDDLESEX PAVING LLC LIMITED LIABILITY COMPANY 2012 FLORIDA

Signature

Michael Iapaluccio, Senior Vice President, Paving
Name and Title (Print or Type)

March 24, 2026
Date

EXHIBIT F
CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent 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 the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent 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. The Respondent 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 the Respondent 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 Respondent: Middlesex Paving, LLC.

By: _____
(Authorized Signature)

MIDDLESEX PAVING LLC
LIMITED LIABILITY COMPANY
2012
FLORIDA

Printed Name and Title: Michael Iapaluccio, Senior Vice President, Paving

Date: March 24, 2026

EXHIBIT G
ITB #26-005 DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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: Middlesex Paving, LLC.

Signed: _____

By: Michael Iapaluccio
(Print or Type Name)

Title: Senior Vice President, Paving

Date: March 24, 2026

END OF SECTION

EXHIBIT H - BID #26-005 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.

Middlesex Paving, LLC.
COMPANY NAME

407-632-4028
TELEPHONE (INCLUDE AREA CODE)

407-206-3558
FAX (INCLUDE AREA CODE)

mikei@middlesexco.com
E-MAIL ADDRESS

MIDDLESEX PAVING, LLC LIMITED LIABILITY COMPANY 2012 FLORIDA

AUTHORIZED SIGNATURE (manual)

Michael Iapaluccio, Senior Vice President, Paving
NAME/TITLE (PLEASE PRINT)

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

10801 Cosmonaut Blvd
STREET ADDRESS

Orlando Florida 32824
CITY STATE ZIP

FEDERAL ID # 46-1625297

_____Individual _____Corporation _____Partnership _____Other (Specify) LLC

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 24th day of March, 2026.

Personally Known X or

Produced Identification_____

_____
(Type of Identification)

Notary Public - State of Florida
County of Orange

Signature of Notary Public

EVELYN S. SERGEANT
Notary Public
State of Florida
Comm# HH425179
Expires 7/24/2027

Evelyn S Sergeant
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT I
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Middlesex Paving, LLC. [insert contractor company name] 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 Middlesex Paving/The Middlesex Corporation [insert contractor company name] **proof of registration in the E-Verify system is attached to this Affidavit.**

Print Name: Michael Iapaluccio

Date: March 24, 2026

MIDDLESEX PAVING LLC LIMITED LIABILITY COMPANY 2012 FLORIDA

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this March 24, 2026 (date) by Michael Iapaluccio (name of officer or agent, title of officer or agent) of Middlesex Paving, 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.

[Notary Seal]

Notary Public

EVELYN S. SERGEANT
Notary Public
State of Florida
Comm# HH425179
Expires 7/24/2027

Evelyn S Sergeant
Name typed, printed or stamped

My Commission Expires: July 24, 2027

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
The Middlesex Corporation, Inc.

Doing Business As (DBA) Name

Company ID
392284

Enrollment Date
Feb 14, 2011

Employer Identification Number (EIN)
042534615

Unique Entity Identifier (UEI)

DUNS Number
062185517

Total Number of Employees
500 to 999

NAICS Code
237

Sector
Construction

Subsector
Heavy and Civil Engineering Construction

EXHIBIT J
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 foregoing document and that the facts stated in it are true.

By: _____
Print Name: Michael Iapaluccio
Print Title: Senior Vice President, Paving
Company Name: Middlesex Paving, LLC.

MIDDLESEX PAVING LLC LIMITED LIABILITY COMPANY 2012 FLORIDA

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24th day of March, 2026, by Michael Iapaluccio, as Senior Vice President, Pavir of Middlesex Paving, LLC., who is ☒ personally known to me or ☐ produced _____ as identification.

Evelyn S Sergeant
Public Notary Signature
Print Notary Name: Evelyn S Sergeant
My Commission Expires: July 24, 2027

(Seal)

EVELYN S. SERGEANT
Notary Public
State of Florida
Comm# HH425179
Expires 7/24/2027

EXHIBIT K
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 Middlesex Paving, 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: _____

Printed Name: Michael Iapaluccio

Title: Senior Vice President, Paving

MIDDLESEX PAVING LLC LIMITED LIABILITY COMPANY 2012 FLORIDA

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged ☒ by physical means / ☐ by electronic means before me this 24th day of March 2026, by Michael Iapaluccio, who ☒ is personally known to me / ☐ presented _____ as identification and who ☐ did / ☒ did not take an oath.

Notary Public, Commission Seal: _____

Print Name: Evelyn S Sergeant

EVELYN S. SERGEANT
Notary Public
State of Florida
Comm# HH425179
Expires 7/24/2027

Middlesex Paving, LLC.

Prequalification Certificates,

Licenses and

Affirmative Action Plan

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 05,2025

MIDDLESEX PAVING, LLC
10801 COSMONAUT BOULEVARD
ORLANDO, FLORIDA 32824

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
FLEXIBLE PAVING, HOT PLANT-MIXED BITUM. COURSES, Driveways, Milling.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

PEREIRA, ROBERT WILLIAM II

MIDDLESEX PAVING, LLC
10801 COSMONAUT BLVD
ORLANDO FL 32824

LICENSE NUMBER: CGC1525524

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 125 High Street, Suite 2205 Boston MA 02110	**CONTACT NAME:** Heather Roe **PHONE (A/C, No, Ext):** 561-214-6368 **FAX (A/C, No):** **E-MAIL ADDRESS:** TMCCerts@alliant.com
INSURED MIDSEXC-01 Middlesex Paving LLC 10801 Cosmonaut Boulevard Orlando, FL 32824	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Indemnity Company 25658 **INSURER B :** Travelers Property Casualty Co 25674 **INSURER C :** Charter Oak Fire Insurance Com 25615 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1383286686 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	VTC2K-CO-5810B418-IND-25	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	VTC2K-CAP-5810B42A-IND-25	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	VTFSJEX-5810B431-TIL-25	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE see attached	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-2Y119295-25-25-K	7/1/2025	7/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance Purposes Only

CERTIFICATE HOLDER

Middlesex Paving, LLC
10801 Cosmonaut Blvd.
Orlando FL 32824

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Alliant Insurance Services, Inc.	Middlesex Entity Listed above
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

ADDITIONAL POLICY INFORMATION

EXCESS LIABILITY

CARRIER: National Fire & Marine Insurance Company
POLICY #: 42-XSF-308038-07
POLICY TERM: 7/1/2025-7/1/2026
POLICY LIMIT: $5M x $5M

CARRIER: Lexington Insurance Company
POLICY #: 023627748
POLICY TERM: 7/1/2025-7/1/2026
POLICY LIMIT: $7.5M p/o $15M x $10M

CARRIER: SiriusPoint Specialty Insurance Corporation
POLICY #: TSX-000107-25
POLICY TERM: 7/1/2025-7/1/2026
POLICY LIMIT: $7.5M p/o $15M x $10M

CARRIER: Illinois Union Insurance Company
POLICY #: G72532910 005
POLICY TERM: 7/1/2025-7/1/2026
POLICY LIMIT: $15M x $25M

CARRIER: Starr Surplus Lines Insurance Company
POLICY #: 1001261285251
POLICY TERM: 7/1/2025-7/1/2026
POLICY LIMIT: $10M x $40M

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwanee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

4/1/2022

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

MIDDLESEX PAVING, LLC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,



Stefan Kulakowski
State Contract Compliance Administrator
Equal Opportunity Office

AFFIRMATIVE ACTION PLAN EXPIRATION: 4/1/2025

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.

Middlesex Paving LLC hereafter referred to as "the Company" or "this Company" has adopted this policy and plan.

Date: March 31, 2022 By: _____ Signature

Corporate FEID No.: 46-1625297 Robert W. Pereira, II, President & COO Printed name & title

DISADVANTAGED BUSINESS ENTERPRISE ('DBE') AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of this Company that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation (FDOT).

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between FDOT and the Company. Subcontractors and/or suppliers to the Company will also be bound by the requirements of Rule Chapter 14-78 F.A.C. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with FDOT. The Company and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with FDOT. The Company has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout the Company and to disadvantaged controlled businesses. This statement is posted on notice boards of the Company.

I. DESIGNATION OF LIAISON OFFICER

The Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with FDOT. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C. The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

(1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all FDOT contracts;
(2) The Liaison Officer will submit all records, reports, and documents required by FDOT, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of FDOT.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of FDOT.

DBE LIAISON OFFICER:

NAME: Evelyn Sergeant
TITLE: Coordinator-Estimating
EMAIL: eseargeant@middlesexco.com
ADDRESS: 10801 Cosmonaut Blvd Orlando FL 32824

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, the Company has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform FDOT work;
3. Lack of interest in performing on FDOT contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of FDOT plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of the Company to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with FDOT will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting the state's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, notrejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by FDOT to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.
8. Utilize FDOT's DBE Supportive Services providers for assistance in identifying and notifying DBE's of contracting opportunities.

The Company understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

The Company will make every effort to

1. Meet state goals by utilizing its affirmative action methods.
2. Express good faith by seeking to utilize DBE subcontractors where work is to be subcontracted.
3. Ensuring that contracted DBE's perform a commercially useful function as evidenced by their execution of a distinct element of work with its own workforce and the carrying out responsibilities by actually performing, managing and supervising the work involved.

IV. REPORTING

The Company shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan. The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all FDOT projects;
4. The Company shall comply with FDOT's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORY

The Company will utilize the DBE Directory published by the FDOT.

THE MIDDLESEX CORPORATION

DRUG-FREE WORKPLACE

POLICY SUMMARY

February 2022

IMPORTANT: This document is only a summary of The Middlesex Corporation's official Drug-Free Workplace Policy. The official copy is available to all Team Members for their review and should be reviewed with respect to specific terms, definitions, or procedures. This policy does not create a binding employment contract or modify an existing contract.

Disclaimer & Statement of Copyright

This document has been prepared for The Middlesex Corporation with every effort made to ensure accuracy and completeness. Responsibility for any errors or omissions, or responsibility for any interpretations, applications, and changes made by The Middlesex Corporation are that of The Middlesex Corporation. The enclosed document is not intended to substitute for a labor attorney should legal advice or representation be necessary in protecting the company's legal rights. The Middlesex Corporation should consult and rely upon the advice of their own legal counsel when making decisions pertaining to their Team Members.

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company, agency, or individual found using any or all of this material in any way other than its intended use, without specific written permission, is subject to legal action.

PURPOSE

The Company is committed to providing a safe, healthy, and productive work environment. Therefore, to meet this objective, as well as our obligations under applicable federal and state laws, the Company has a Drug-free Workplace Policy and Program that provides the Company with reasonable measures to ensure that team member drug or alcohol use does not jeopardize the successful operation of our business, or otherwise negatively affect the Company, our team member s, or the public.

While it is not the Company's intention to intrude into the private lives of its team members, the Company does expect team members to report to work in fit condition to perform their duties. We realize that team members with drug and alcohol problems make up only a small percentage of the workforce, and recognize that having a Drug-free Workplace Policy will benefit all team members.

WHO IS COVERED

The drug-free workplace policy covers all temporary team members, part-time team members, and full-time team members, including independent contractors, subcontractors, and interns of the Company.

Team members who are covered under the Department of Transportation (DOT) regulations must comply with the DOT regulated rules, as well as the Company policy and may contact a member of the Health, Safety & Environment Department ("HSE") staff for a copy of the DOT Rules.

WHEN THE POLICY APPLIES

The Drug-Free Workplace Policy applies to any employee while he/she is on or using company property and/or conducting company business, including while traveling overnight on the Company business

AVAILABILITY OF TREATMENT

All eligible part-time, full-time, and temporary team members and their family members have access to the Employee Assistance Program (EAP) at no charge.

Should there be a need for treatment, coverage is based on the parameters set forth in the team member's medical benefits plan. team members who participate in another provider's plan should refer to that plan to determine what coverage is available. team members are responsible for all costs of treatment that are not covered by their applicable medical benefits plan.

SUPPORT FOR VOLUNTARILY SEEKING HELP

To assist team members in obtaining treatment, the Company offers the services of an EAP, which provides assessment, counseling, and referral services for eligible team members with substance abuse and other personal problems. This service may be accessed 24 hours a day, 365 days a year. The EAP provides experienced counselors to help with personal problems, including those related to drug and alcohol. Confidentiality is assured to the extent possible.

Team members who undergo voluntary counseling or treatment that continue to work are subject to the same job performance and behavior standards as other team members. As is the case of all team members, those seeking voluntary counseling or treatment who fail to meet performance standards will be subject to disciplinary action up to and including termination.

When treatment is necessary, coverage is based on the parameters set forth in the medical benefits plan. Team members are solely responsible for all costs of treatment not covered by their applicable medical benefits plan.

INTERVENTION

Since substance abuse often involves denial of the problem, many abusers do not voluntarily seek treatment. In such cases, the Company reserves the right to intervene.

Intervention by a Supervisor or Manager: Whenever a supervisor or manager believes a team member or supervisor or manager's behavior and/or action(s) may be related to the use of drugs or alcohol, the supervisor or manager will take appropriate action, which may include a drug and alcohol test, as described in the Referral Procedures Section of this Policy. A supervisor or manager failing to take action when he/she believes a team member or supervisor or manager's behavior and/or action(s) may be related to the use of drugs or alcohol may lead to disciplinary action up to and including termination.

Intervention by a team member: Whenever a team member has concerns or reasonable suspicion, as defined in the Appendix, that the questionable behavior and/or action(s) of a fellow team member, supervisor, or manager may be related to the use of drugs or alcohol, the team member should contact a Department Manager or a Project Manager or a member of the Department. The information provided to the individual is confidential. The information provided to him/her is confidential to the extent possible.

PROHIBITED CONDUCT

The Company has defined team member conduct that is prohibited on company property, on company business, and in company-supplied vehicles or personal vehicles being used for company business or during working hours. The policy lists the prohibited conduct, with the following as only examples of such prohibited conduct:

- Use, possession, manufacturing, distribution, attempted distribution, dispensation, attempted dispensation, sale, attempted sale, purchasing, attempted purchasing, cultivation, or storage (including in a desk, locker, automobile, or other repository) of a controlled substance, illegally used drug, or drug paraphernalia

In accordance with Federal law, the Company prohibits any team member from being under the influence of marijuana while on company property or engaging in company business regardless of whether the team member has a medical marijuana card or recommendation for medical marijuana use.

The Company does not allow any team member to use, possess, cultivate, manufacture, distribute, dispense, sell, or store marijuana while on company property or engaging in company business under any circumstance.

In addition, in accordance with Connecticut, Maine, New York, and Rhode Island specific state medical marijuana laws:

The Company does not have to make any accommodation of the use of medical marijuana or CBD on company property or premises or while conducting company business;

The Company will not refuse to hire or otherwise penalize an individual solely for that person's status as a certified medical marijuana patient.

The Company, for purposes of safety, will not place an applicant or a team member having a certified medical marijuana card and actively using marijuana into a safety-sensitive position, as defined in the Appendix of this policy.

Team members in safety-sensitive positions must report to his/her manager his/her status as a certified, registered medical marijuana user. See the Glossary for a list of safety-sensitive positions. See the reporting procedures for a prescription drug in this section of the Policy.

In addition, in accordance with Federal law, the Company does not allow any team member to use, possess, consume, distribute, store or be under the influence of any synthetic drugs simulating the effects of cannabinoid, cocaine or amphetamine products.

- Unauthorized use, possession, or being "under the influence" of alcohol (defined as a breath alcohol concentration of .01 or higher, unless otherwise specified in the Permitted Conduct section of this policy summary);

  In addition, the Company prohibits team members who leave company property during work hours to consume alcohol if they will be returning to work (e.g., meals, breaks, between sales or service calls), unless otherwise specified in the Permitted Conduct section of this policy summary.

- Conviction for any criminal drug or alcohol statute for a violation occurring in the workplace, while conducting company business, while driving company owned, rented, or leased vehicles or personal vehicles being used for company business, or which is directly related to your job or creates an unreasonable risk of harm to property or to the welfare of team members or customers of the company or the general public.

- Failing to immediately notify the Director of Human Resources or an HSE Director of any criminal drug or alcohol statute conviction or arrest within 24 hours or the next working day for a violation occurring in the workplace, while conducting company business, while driving company owned, rented or leased vehicles or personal vehicles being used for company business, or which is directly related to your job or creates an unreasonable risk of harm to property or to the welfare of team members or customers of the company or the general public.

- Failing to report any change in driver's license status (restrictions or loss of license), within 24 hours or the next working day, to his/her supervisor, if his/her job function may include driving a vehicle for company business.

- Failure by a team member to immediately notify his/her immediate manager, and in turn, an HSE Director or the Human Resources Director of any accident.

- Taking a prescription drug that is not according to their physician's direction, as well as not following manufacturers' directions when taking over-the-counter drugs.

  Team member s in safety-sensitive positions must report to his/her supervisor the use of a prescription drug that may alter the team member's physical or mental ability to perform his/her safety-sensitive function and must provide a note, based on the team member's job description, from the prescribing licensed physician that the team member is able to continue to perform his/her safety-sensitive job function for the term of the prescription, including any specified restrictions.

  The need to report includes those team members in safety-sensitive positions in Connecticut, Maine, New York and Rhode Island having a certified medical marijuana card and actively using marijuana. See the attached list of safety-sensitive positions.

  The prescription is to be written in the team member's own name only and from a foreign country are not acceptable. The type of drug being taken and the purpose for taking the drug need not be reported. The team member's supervisor and an HSE Director or the Director of Human Resources will determine whether the team member's job assignment should be temporarily changed while the prescription is being administered. Sick leave, short-term disability, and/or vacation time may be use if available. All other leave will be unpaid.

- Refusing to consent to, remain ready for, cooperate with, submit to, or tampering with a drug and/or alcohol specimen or testing process when required under the policy including switching, substituting, adulterating, or diluting a specimen or conduct that clearly obstructs the testing process.

- Refusing to sign the Drug-Free Workplace Policy Acknowledgment and Consent Form or the Rehabilitation Agreement when required is a violation of the policy;

- Failure to notify the designated manager when contacted to report for duty outside the team members scheduled shift – not previously scheduled, when the team member believes that he/she may be under the influence of drugs and/or alcohol, as defined above. The manager contacted by the team member will determine if the team member shall report to work.

- Having any drug or alcohol statute conviction or arrest or engaging in the following conduct, either off company premises or during off-duty hours:
    - Possession, use, manufacture, distribution, dispensation, cultivation, or sale of controlled substances, illegally used drugs, or alcohol off company premises that may adversely affect the company, the team member's work performance, or the team member's safety, others' safety at work or the general public
    - Illegal use of legal substances off company premises or during off-duty hours that may adversely affect the company, the team member's work performance, the team member's safety or others' safety at work or the general public

PERMITTED CONDUCT

The Company never encourages the consumption of alcohol. However, the Company permits the consumption, possession and storage of alcohol under the following exceptions. Nevertheless, these exceptions:

- Do not permit any team member to be under the influence of alcohol, which is a BrAC of .04 or higher;
- Do not permit consumption of alcohol at any time by underage persons;
- Require all team members who are covered under the DOT/FMCSA regulations to comply with the DOT/FMCSA regulated rules pertaining to the consumption and storage of alcohol.

GUIDELINES:

For purposes of this policy, 1 drink equals 1.5-ounces of 80-proof alcohol, a 5-ounce glass of wine, or a 12-ounce beer. As a guideline, an individual weighing 180 pounds who consumes 2 drinks in one hour will have an approximate alcohol level of .04 BrAC. A 120-pound individual consuming 2 drinks in one hour will have an approximate alcohol level of .06 BrAC. Consuming the same number of drinks consuming higher proof liquor or higher gravity beers can cause a greater under-the-influence levels.

It is important for team members to note reaching the under-influence level, as defined in this policy, will vary individual by individual. It is related to several factors, such as the person's age, gender, amount of food in the stomach, prior experience with drinking, level of tolerance and the individual's weight.

In accordance with the conditions above, consumption of alcohol will be seen as a violation of the policy unless expressly permitted below.

- Consumption of alcohol is permitted while attending a mandatory or non-mandatory company-sponsored function if consumption is authorized in advance by a member of the Executive Leadership Team ("ELT") of the Company.

Consumption of alcohol is permitted while attending professional events, including professional association meetings. However, consumption is not permitted during the normal working hours of 7:00 a.m. to 5:00 p.m. or until the official meeting and/or training sessions have concluded, unless otherwise authorized by a member of ELT.

- Consumption of alcohol is permitted while conducting business-related entertainment with non-company personnel, including sales functions or while traveling on business.
- Consumption of alcohol is permitted while conducting business-related entertainment with company personnel, when authorized in advance by a member of the ELT of the Company.
- Consumption of alcohol is permitted, within the defined limits established above, by a team member who is authorized to operate a company supplied vehicle on personal time and using such vehicle on personal time.

  Refer to the company's "Use of Motor Vehicles Safety Policy" to determine who is authorized to operate a company supplied vehicle on personal time.
- Consumption of alcohol is permitted while residing at a project site. However, consumption is not permitted during the normal working hours of 7:00 a.m. to 5:00 p.m. or until the official workday has concluded.

NOTE: While traveling overnight on the Company business, the team member is to follow the appropriate conducts established in this policy from the time the team member begins travel until he/she returns from the travel, including after business sessions have concluded.

Based on the exceptions above, if a situation occurs where a team member believes that he/she may be "under the influence" of alcohol, or when a manager believes a team member may be "under the influence" of alcohol, the team member is not permitted to drive a vehicle. If a team member drives a vehicle against the direction of management, it will be considered a violation of the policy. When it is necessary for the team member, while conducting company business to take a taxicab, the reasonable costs shall be reimbursed by the Company.

Possession and storage of alcohol containers will be seen as a violation of the policy unless expressly permitted below.

- Storage of unopened, sealed alcohol containers which are not visible and are locked in a team member's vehicle, or company-supplied vehicle authorized for personal use, while the vehicle is on company property, being used for company business, or during working hours is permitted when authorized in advance by ELT of the Company. Storage of unsealed containers of alcohol will be seen as a violation of the policy .
- The Company will provide a storage facility to team members who need to store unopened, sealed containers of alcohol for company events during working hours. Arrangements for storage can be made with by the ELT of the Company.

NOTE: For the storage exceptions above, this does not apply to those company-owned vehicles with company insignias. No containers of alcohol, including those that are unopened and sealed, are to be placed or stored in vehicles with company insignias.

NOTE: For the consumption, possession and storage alcohol exceptions above, they do not apply to project sites.

NOTE: In addition, at no time is alcohol permitted to be transported in a DOT/FMCSA regulated vehicle (over 26,001 pounds or more), unless it is under manifest and is not permitted to be transported in a home delivery truck, unless authorized in advance by a member of the ELT of the Company.

KINDS OF TESTING

The only way to know with certainty if a team member is under the influence of drugs or alcohol is to conduct a test. The methods used to determine the presence of alcohol or drugs in the system under this policy include a urine, saliva, blood, and/or breath test. Therefore, for the safety of all our team members, the Company tests for drugs and/or alcohol in the following circumstances:

- During the pre-employment period;
- Where there is reasonable suspicion of prohibited drug or alcohol use;
- After an accident;
- On a return after lay-off of 30 days or more;
- When required by a client or the government; and
- As a follow-up to treatment or assessment.

the Company has adopted procedures that respect team members' privacy and confidentiality to the greatest extent possible. For example, before the Company requests a reasonable-suspicion test, a supervisor must document all suspected behavior and confer with another supervisor/manager to discuss the situation and to receive authorization for a referral. Whenever possible, the supervisor will discuss the reasonable suspicion referral with the team member in a private location. Further, to ensure testing reliability, the Company has chosen a testing laboratory, which uses the most accurate and advanced testing methods available.

Finally, before a positive test result is reported to the Company, an outside Medical Review Officer (MRO), who is a licensed physician, will review the test result. The MRO will contact the team member for further information. If a team member has a legitimate medical explanation for the positive test and the MRO has verified the explanation, the test will be reported as negative to the company.

CONSEQUENCES

Any violation of the Drug-Free Workplace Policy, even a first offense, may be a basis for disciplinary action, up to and including termination. However, particularly serious violations, such as selling drugs at the Company, will normally result in immediate termination and referral for criminal prosecution. In addition, team members should be aware that:

- A positive pre-employment drug test will result in a no hire determination.

Per Connecticut and New York specific statutory law, in the case of a positive pre-employment marijuana drug test result, the applicant will need to have a certified medical marijuana card and, if he/she does, for purposes of safety, the applicant will not be placed in a safety-sensitive position.

- A team member having a positive test result will normally result in immediate termination. The company may choose to rehire the team member. Should this occur, the team member will need to provide written proof of having received and completed assessment, counseling and/or treatment from a licensed substance abuse treatment facility and have a driver's license in good standing in the state in which he/she may be assigned, if a license is required for his/her job function. In addition, the individual reapplying for a safety-sensitive position will be required to submit to unannounced drug and/or alcohol testing for the first twelve (12) months of employment.
- A refusal to consent to or a refusal to submit to or tampering with or a failure to report for a test will result in a 'no hire' determination and/or immediate termination.
- A second positive drug or alcohol test result will result in automatic termination.

NOTE: Should the Medical Review officer report a negative drug test result and report safety concerns for the team member based on the prescription being taken by the team member, the company reserves the option to contact the team member's prescribing licensed physician or the pharmacist directly for guidance as to the team member's ability to continue performing his/her safety-sensitive job function.

Team members who violate the policy or whom the Company refers to assessment or treatment will be required to sign a rehabilitation agreement. team members must comply with all the treatment conditions, or they may be terminated. Team members are always required to meet the established standards of conduct and job performance while undergoing substance abuse treatment.

For the purposes of Worker's Compensation, should a team member produce a positive drug or alcohol test result or refuse to submit to a drug or alcohol test as required under this policy, his/her eligibility for compensation and benefits may be affected.

COST OF TESTING

The company will pay for any drug and/or alcohol test that it requests or requires, in accordance with this policy. Should a team member request a retest, the cost is to be assumed by the team member unless otherwise required by state and/or federal law or if the cost is voluntarily assumed by the company.

RIGHT TO A RETEST

A team member who tests positive on a confirmatory drug test required by the company may consult with the Medical Review Officer to identify possible legitimate explanations for the positive result.

In addition, the team member may request in writing a retest of the original specimen at his/her expense within 5 working days after the team member has been informed of the confirmed positive result. The retest is to be conducted at the Company's NIDA Certified Laboratory or another NIDA Certified Laboratory. A team member who tests positive for alcohol by breath is automatically given a retest, at the time of the original collection, as a confirmation. If a retest is requested by the team member, no final disciplinary action will be taken until the result of the re-analysis have been made available.

INSPECTIONS

Should the Company have reason to believe that a team member may be in possession of alcohol, drugs, or drug paraphernalia on company property or on company time in violation of this policy, the Company may search company property or may request that the team member empty the contents of his or her personal effects or personal vehicle on company property or on company time.

SAFETY-SENSITIVE POSITIONS

Any job position determined by the Company which by the nature of the work involved is accompanied by such risk, by the nature of the work involved, that even a momentary lapse of attention could have serious consequences to the safety of the co-worker, other co-workers, customers, the company, or the general public. For purposes of this policy, the following are the designated safety-sensitive positions:

- All personnel driving company owned, rented or leased vehicles
- All personnel driving personal vehicles being used for company business
- All personnel receiving car allowances
- All field personnel
- All plant personnel
- All shop personnel

The purpose of identifying these safety-sensitive positions is that it is team members in these positions that:

- need to report a prescription drug that may affect their ability to do their job function.
  The need to report includes those team members in safety-sensitive positions in Connecticut, Maine, New York, and Rhode Island having a certified medical marijuana card and actively using marijuana.
- are subject random drug testing; and
- due to state law restricts, may find certain forms of testing limited to safety-sensitive positions.

CONFIDENTIALITY

All information concerning drug or alcohol testing referrals and testing results, or treatment and rehabilitation of a team member will be kept confidential.

RESERVATION OF RIGHTS

The Company reserves the right to right to amend, correct, edit, modify, rescind and/or revise the policy in whole or in part, with or without notice. In addition, changes to applicable federal or state laws or regulations may require the Company to modify or supplement the policy. This policy does not create a binding employment contract.

Severability: Unenforceability or invalidity of one or more clauses in this Policy shall not have an effect on any other clause in this Policy. If it is possible, any unenforceable or invalid clause in this Policy shall be modified to show the original intention of the parties.

Drug-Free Workplace Policy
Acknowledgment & Consent Form

for

The Middlesex Corporation

I have received the summary of the Drug-Free Workplace Policy of The Middlesex Corporation. In addition, I have been provided the opportunity to read the Drug-Free Workplace Policy in its entirety. I understand that I am required to follow this policy. I also understand that failure to comply with this policy is the basis for discipline, up to and including termination.

I understand the Drug-Free Workplace Policy of The Middlesex Corporation establishes conditions under which I may be required to provide a breath, blood, saliva, or urine sample for drug and/or alcohol testing. If this occurs, I hereby consent to such testing. I authorize the testing laboratory to release my test results to the Medical Review Officer (MRO) and/or to designated supervisors and managers on a need-to-know basis.

If there is a positive test result, I understand that the MRO may ask me to provide, and I agree to provide, information about any legal nonprescription drugs and other drugs for which I have a prescription that I take routinely or have taken within the last thirty days.

I understand that any communication I may have with the collection site personnel, testing laboratories or MRO does not create or imply a doctor/patient relationship.

_____ _____

Date *Applicant's/Team Member's Signature*

_____

Applicant's/Team Member's Name (Printed)

_____ _____

Date *Parent or Guardian's Signature (Required for Minor Team Members)*

Note: A determination of the definition of a minor is to be ascertained on a state-by-state basis.

EXHIBIT C
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Middlesex Paving, LLC _____, as Principal, and Travelers Casualty and Surety Company of America _____ 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 (5%) of Amount Bid

(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 19th day of March, 2026. 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 #26-005 Asphalt Paving Projects for FY 2026 (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.

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.

_____ (Individual's Signature)	(1) _____ (Witness)
_____ (Individual's Signature)	(2) _____ (Witness)
doing business as _____	
_____ (Business Address)	**(SEAL)**
_____ _____ (Telephone No.) (Florida License No.)	

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

_____ (Partnership Name)	(1) _____ (Witness)
_____ (General Partner's Signature)	(2) _____ (Witness)
_____ (General Partner's Name)	**(SEAL)**
_____ (Business Address)	
_____ _____ (Telephone No.) (Florida License No.)	

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

Middlesex Paving, LLC
(Corporation Name)

Florida
(State of Incorporation)

By: Michael Lapaluccio
(Name of Person Authorized to Sign - See Note 1)

Senior Vice President, Paving
(Title)

(Authorized Signature)

Robert W. Pereira II
(Corporation President)

10801 Cosmonaut Blvd, Orlando, FL 32824
(Business Address)

407-632-4028
(Telephone No.)

46-1625297
(Florida License No.)

(1) _____
(Witness)

(2) _____
(Witness)

(SEAL)

MIDDLESEX PAVING, LLC
LIMITED LIABILITY COMPANY
2012
FLORIDA

SURETY

Travelers Casualty and Surety Company of America (Surety Business Name)	Witness: (If agency is not a Corporation) (1) _____ (Witness)
One Tower Square, Hartford, CT 06183 (Principal Place of Business)	(2) _____ (Witness)
By: _____ (Surety Agent's Signature - See Note 2)	Attest: (If Agency is a Corporation) _____ (Corporate Secretary Signature) Witness
Nicole Roy (Surety Agent's Name)	Laurie Rothwell (Corporate Secretary Name) Witness
Attorney-in-Fact, FL Non-Resident License No. W051277 (Surety Agent's Title)	(Corporate Seal)
Alliant Insurance Services, Inc. (Business Name of Local Agent for Surety)	
125 High Street, Suite 2205, Boston, MA 02110 (Business Address)	
617-535-7200 (Telephone No.) N/A (Bond No.)	

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 Massachusetts)

COUNTY OR CITY OF Boston)

Before me, a Notary Public, personally came Nicole Roy known to me, and known to be the Attorney-in-Fact of Travelers Casualty and Surety Company of America, a Connecticut Corporation, which (Surety Company) (State)

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said

Travelers Casualty and Surety Company of America 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 Travelers Casualty and Surety Company of America (Surety Company)

Given under my hand and seal this 19th day of March, 20 26.

Sandra C. Lopes
(Notary Public)

My Commission Expires June 5, 2026

SANDRA C. LOPES
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires On
June 05, 2026

END OF SECTION

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **NICOLE ROY** of **BOSTON**, **Massachusetts**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **March**, **2026**.

SEAL SEAL SEAL

SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

MIDDLESEX PAVING LLC

At a meeting of the Board of Directors of MIDDLESEX PAVING, LLC held on May 7, 2025, at which all the Directors were present or waived notice, it was VOTED, that Robert W. Pereira, Chief Executive Officer & Managing Member; Robert W. Pereira II, President and Chief Operating Officer & Managing Member; Peter J. Martinkus, Senior Vice President Finance, CFO, Secretary & Manager and Michael J. Iapaluccio, Sr. Vice President Paving; Joe T. Meier, Vice President Estimating; be and they hereby are authorized to execute bids, contracts, bonds, and owners' payment requisitions in the name and on behalf of said Corporation, and affix its Corporate Seal thereto; and such execution of any contract or obligation in the Corporation's name on its behalf by such Chief Executive Officer, President, Vice President, and Secretary under seal of the Corporation, shall be valid and binding upon this Corporation.

MIDDLESEX PAVING LLC LIMITED LIABILITY COMPANY 2012 FLORIDA

A true copy

ATTEST: _____
Peter J. Martinkus
Secretary

Place of Business: 10801 Cosmonaut Blvd
Orlando, Florida 32824

Date: 3-24-2026

I hereby certify that I am the Secretary of MIDDLESEX PAVING, LLC, that Robert W. Pereira is the duly elected Chief Executive Officer & Managing Member, Robert W. Pereira II is the duly elected President, Chief Operating Officer & Managing Member, Peter J. Martinkus is the duly elected Senior Vice President Finance, CFO, Secretary & Manager, Michael J. Iapaluccio is the duly elected Senior Vice President Paving and Joe T. Meier is the duly elected Vice President Estimating of said Corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

MIDDLESEX PAVING LLC LIMITED LIABILITY COMPANY 2012 FLORIDA

_____
Peter J. Martinkus
Secretary

EXHIBIT D
CERTIFICATION OF NON-SEGREGATED FACILITIES

The 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. The 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. The 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. The 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 MARCH 24th , 2026.

By: _____

KENNETH GOLDBERG, PRESIDENT
(Title)

Official Address (including Zip Code):

1180 SW 10th STREET

DELRAY BEACH, FL 33444

EXHIBIT E - ITB #26-005 BID CONFLICT OF INTEREST DISCLOSURE FORM

The 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 the 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:

X 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:

M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING

Firm Name

Signature

KENNETH GOLDBERG, PRESIDENT

Name and Title (Print or Type)

MARCH 24, 2026

Date

EXHIBIT F
CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent 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 the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent 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. The Respondent 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 the Respondent 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 Respondent: M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING

By: _____
(Authorized Signature)

Printed Name and Title: KENNETH GOLDBERG, PRESIDENT

Date: MARCH 24, 2026

EXHIBIT G
ITB #26-005 DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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: M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING

Signed: 

By: KENNETH GOLDBERG
(Print or Type Name)

Title: PRESIDENT

Date: MARCH 24, 2026

END OF SECTION

EXHIBIT H - BID #26-005 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.

M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING
COMPANY NAME

561-588-0949
TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

PUBLICWORKS@ALLCOUNTYPAVING.COM
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

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

KENNETH GOLDBERG, PRESIDENT
NAME/TITLE (PLEASE PRINT)

1180 SW 10th ST
STREET ADDRESS

DELRAY BEACH FL 33444
CITY STATE ZIP

FEDERAL ID # 61-1595442

_____Individual X ____Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this 24th day of MARCH, 20 26.

MAUREEN NORTON
Notary Public - State of Florida
Commission # HH 449208
My Comm. Expires Jan 8, 2028
Bonded through National Notary Assn.

Personally Known X or

Produced Identification_____

(Type of Identification)

Notary Public - State of FLORIDA
County of PALM BEACH

Signature of Notary Public

MAUREEN NORTON
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT I
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING [insert contractor company name] 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 M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING [insert contractor company name] **proof of registration in the E-Verify system is attached to this Affidavit.**

Print Name: KENNETH GOLDBERG, PRESIDENT

Date: 03/24/2026

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 24th of MARCH, 2026 (date) by KENNETH GOLDBERG (name of officer or agent, title of officer or agent) of M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING (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.

[Notary Seal]

MAUREEN NORTON
Notary Public - State of Florida
Commission # HH 449208
My Comm. Expires Jan 8, 2028
Bonded through National Notary Assn.

Notary Public

MAUREEN NORTON
Name typed, printed or stamped

My Commission Expires: 01/08/2028

EXHIBIT J
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: _____
Print Name: KENNETH GOLDBERG
Print Title: PRESIDENT
Company Name: M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 24th day of MARCH, 2026, by KENNETH GOLDBERG, as PRESIDENT of M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING, who is ☑ personally known to me or ☐ produced _____ as identification.

_____
Public Notary Signature
Print Notary Name: MAUREEN NORTON
My Commission Expires: 01/08/2028

(Seal)

MAUREEN NORTON
Notary Public - State of Florida
Commission # HH 449208
My Comm. Expires Jan 8, 2028
Bonded through National Notary Assn.

EXHIBIT K
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 M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING (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: _____

Printed Name: KENNETH GOLDBERG

Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged ☑ by physical means / ☐ by electronic means before me this 24th day of MARCH 2026, by KENNETH GOLDBERG, who ☑ is personally known to me / ☐ presented _____ as identification and who ☑ did / ☐ did not take an oath.

Notary Public, Commission Seal:

MAUREEN NORTON
Notary Public - State of Florida
Commission # HH 449208
My Comm. Expires Jan 8, 2028
Bonded through National Notary Assn.

_____

Print Name: MAUREEN NORTON

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SPADA, ROBERT G

ALL COUNTY PAVING
1180 SOUTHWEST 10TH STREET
DELRAY BEACH FL 33444

LICENSE NUMBER: CGC1534510

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/26/2024

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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure South Insurance Services, LLC
1317 Citizens Blvd
Leesburg, FL 34748

CONTACT NAME: Sandy Simeon
PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Executive Risk Indemnity Inc.	35181
INSURER B : Federal Insurance Company	20281
INSURER C : Landmark American Insurance Company	33138
INSURER D : AGCS Marine Insurance Company	22837
INSURER E : Ironshore Specialty Insurance Company	25445
INSURER F :	

INSURED
M & M Asphalt Corp. Maintenance, Inc dba All County Paving
1180 SW 10th Street
Delray Beach, FL 33444

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	5432668701	4/30/2025	4/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	54326686	4/30/2025	4/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			LHA606422	4/30/2025	4/30/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	(26)54326879	4/30/2025	4/30/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Leased/Rent			MXI9307982455685	4/30/2025	4/30/2026	$5k Deductible	500,000
E	Pollution			ICELLUW00164872	8/5/2025	8/5/2026	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Ocoee is included as additional insured with respect to general liability and auto liability on a primary and non-contributory basis when required by written contract. Waiver of subrogation applies in favor of the additional insured with respect to general liability, auto liability and workers comp when required by written contract. Contractual liability included. 30 day notice of cancellation except 10 days for non-payment of premium subject to policy terms and conditions.

CERTIFICATE HOLDER
City of Ocoee
1 North Bluford Avenue
Ocoee, FL 34761

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acrisure South Insurance Services, LLC	M & M Asphalt Corp. Maintenance, Inc dba All County Paving 1180 SW 10th Street Delray Beach, FL 33444 Palm Beach
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Pollution
Pollution Policy
Effective 8/5/25 to 8/5/26
POLICY NUMBER: ICELLUW00164872
Limit of Insurance:
Each Occurrence Limit – Coverage A: Contractors Pollution Liability $1,000,000 Deductible $10,000
Each Occurrence Limit – Coverage B: Pollution Liability During Transportation $1,000,000 Deductible $10,000
Each Occurrence Limit – Coverage C: Non-Owned Site Pollution Liability $1,000,000 Deductible $10,000
Each Occurrence Limit – Coverage D: Time-Element Pollution Liability $1,000,000 Deductible $10,000
Policy Aggregate Limit $2,000,000

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Insurance Requirements

1. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Consultant and/or Subconsultant providing such insurance.

2. Workers' Compensation Insurance: The Consultant shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of $500,000/$500,000/$500,000 for all the Consultant's employees connected with the work of this project and, in the event any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Consultant shall provide, and cause each subconsultant to provide adequate insurance, satisfactory to the City, for the protection of the Consultant's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.

3. Consultant's Public Liability and Property Damage Insurance: The Consultant shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Consultant and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant, and the amounts of such insurance shall be the minimum limits as follows:

4. Automobile Bodily Injury Liability & Property Damage Liability

- $1,000,000 Combined single limit per occurrence (each person, each accident)
- All covered automobile will be covered via symbol 1
- Liability coverage will include hired & non-owned automobile liability
- Include Waiver of Subrogation in favor of The City of Ocoee

5. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Consultant is primary and non-contributory.

- $2,000,000 GENERAL AGGREGATE

- $2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
- $1,000,000 PER OCCURRENCE
- $1,000,000 PERSONAL & ADVERTISING INJURY
- Include Waiver of Subrogation in favor of the City of Ocoee

6. Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Consultant shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the Consultant's policy, as specified above.

7. Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the named insured's general supervision of the independent consultant. The Consultant shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.

8. Contractual Liability: If the project is not bonded, the consultant's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**

- $1,000,000 PER OCCURRENCE
- $2,000,000 AGGREGATE

Commercial Umbrella:

- $1,000,000 PER OCCURRENCE
- $2,000,000 Aggregate
- Including Employer's Liability and Contractual Liability

Builders Risk: Case by Case Construction Basis

- $100,000 Any (1) Location
- $1,000,000 Any (1) Occurrence

9. Contractual Liability: Certificate of Insurance Form, naming the City of Ocoee as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:

- The name of the Insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

Construction Safety Policy



1910, 1926
Construction Safety
Policy Table of Contents

I. Objective

II. Policy

III. Applicability

IV. Implementation

V. Administration

VI. Reporting Injuries

VII. Notifications

VIII. Basic Safety Rules

IX. Enforcement of Safety Policy

X. Attachments

- A. Job Safety Checklist
- B. Safety Equipment Checklist
- C. Safety Meeting Report
- D. Employee Acknowledgment

All County Paving

Safety Policy

I. OBJECTIVE

The Safety Policy of ***All County Paving*** is designed to comply with the Standards of the Occupational Safety and Health Administration, and to endeavor to maintain a safe and injury/illness free workplace. A copy of the OSHA Safety and Health Standards 1926 and 1910 are available for all employees use and reference. These Standards shall be available in the home office at all times and will be sent to the jobsite on request.

Compliance with the following Safety Policy and all items contained therein is mandatory for all employees of the company.

II. POLICY

It is company policy that accident prevention be a prime concern of all employees. This includes the safety and well-being of our employees, subcontractors, and customers, as well as the prevention of wasteful, inefficient operations, and damage to property and equipment.

III. APPLICABILITY

This Safety Policy applies to all employees of ***All County Paving***, regardless of position within the company. The Safety Rules contained herein apply to all subcontractors and anyone who is on a company project site.

Every employee is expected to comply with the Safety Policy, as well as OSHA Health and Safety Standards.

IV. IMPLEMENTATION

This Safety Policy supports six fundamental means of maximum employee involvement:

A. Management commitment to safety.
B. Weekly tool box safety meetings at all jobsites.
C. Effective job safety training for all categories of employees.
D. Job hazard analysis provided to all employees.
E. Various incentive awards for exemplary safety performance.

V. ADMINISTRATION

The Safety Policy will be carried out according to guidelines established and published in this and other related procedures. Each supervisor will be responsible for meeting all of the requirements of the Safety Policy, and for maintaining an effective accident prevention effort within his or her area of responsibility. Each supervisor must also ensure that all accidents are thoroughly investigated and reported to the appropriate person on the same day of the occurrence.

VI. REPORTING OF INJURIES

All employees will be held accountable for filling out a "Notice of Injury Form" immediately after an injury occurs, even if medical treatment is not required. (Notice must be made at or near the time of the injury and on the same day of the injury.) Employees must report the injury to their supervisor/leadman/foreman/superintendent/project manager, etc. A casual mentioning of the injury will not be sufficient. Employees must let their supervisor know:

A. How they think they hurt themselves.
B. What they were doing at the time.
C. Who they were working with at the time.
D. When and where it happened.
E. Other pertinent information that will aid in the investigation of the incident.

Failure to report an injury immediately (meaning at or near the time of the injury and on the same day of the injury) is a violation of the Safety Policy, and may result in immediate termination, in accordance with company policy.

VII. NOTIFICATIONS

A. In Case of Serious Injury or Death

After the injured has been taken to the hospital, the leadman/foreman/supervisor shall notify the main office as soon as possible. Statements from witnesses shall be taken. Statements are to be signed by witnesses and should include the time and date. Photographs of the area where the incident occurred and any other relevant items are to be taken. The completed accident report form will be sent to the main office.

B. In Case of Inspection by OSHA Inspector

The leadman/foreman/supervisor must notify their supervisor that an OSHA Inspector is on the jobsite. It is the responsibility of all employees to make the inspector's visit on the jobsite as pleasant and timely as possible.

VIII. BASIC SAFETY RULES

A. Compliance with applicable federal, state, county, city, client, and company safety rules and regulations is a condition of employment.

B. All injuries, regardless of how minor, must be reported to your supervisor and the Safety Office immediately. An employee who fails to fill out a "Notice Of Injury Form" and send it to the Safety Office can be issued a safety violation notice and may be subject to termination, in accordance with company policy. In the event of an accident involving personal injury or damage to property, all persons involved in any way will be required to submit to drug testing.

C. Hard hats will be worn by all employees on the project site at all times. The bill of the hard hat will be worn in front at all times. Alterations or modifications of the hat or liner are prohibited. Crane operators, when in an enclosed cab, have the option of not wearing a hard hat due to the possible obstruction of view.

D. Safety glasses will be worn as the minimum-required eye protection at all times. Additional eye and face protection such as mono-goggles and face shields are required for such operations as grinding, jack hammering, utilizing compressed air or handling chemicals, acids and caustics. Burning goggles for cutting, burning or brazing and welding hoods for welding, etc., are required.

E. Fall Protection Requirements

1. Full body harnesses and lanyards shall be worn and secured any time there is a fall hazard of more than six (6) feet.
2. Lifelines shall be erected to provide fall protection where work is required in areas where permanent protection is not in place. Horizontal lifelines shall be a minimum of 2-inch diameter wire rope. Vertical lifelines shall be 3/4 inch manila rope or equivalent and shall be used in conjunction with an approved rope grab.
3. Structural steel erectors are required to "hook up" with full body harness and lanyard.
4. Employees using lanyards to access the work or position themselves on a wall or column, etc., must use an additional safety lanyard for fall protection.
5. Manlifts must be used properly. As soon as an employee enters an articulating boom lift and before the lift is started, the employee must put on the harness and attach the lanyard to the lift. Employees are not required to wear harnesses on scissor lifts.

F. Clothing must provide adequate protection to the body. Shirts must have at least a tee sleeve. Shirts with sleeves and long pants will be worn at all times. No shorts are to be worn on projects. All employees, except welders and burners, must tuck shirt tails inside trousers. Burners and welders will not be permitted to wear polyester or nylon clothing. Sturdy work boots with rigid, slip resistant soles are required. No clogs, tennis shoes or loafers are permitted. Steel-toed tennis shoes with the ANSI label are the only alternative to the leather work boot.

G. All personnel will be required to attend safety meetings as stipulated by project requirements in order to meet OSHA Safety Standards.

H. Firearms, alcoholic beverages or illegal drugs are not allowed on company property or in company vehicles at any time. The use or possession of illegal drugs or alcoholic beverages on the jobsite will result in immediate termination.

I. Housekeeping shall be an integral part of every job. Supervisors\foremen\leadmen and employees are responsible for keeping their work areas clean and hazard-free. Clean up is required when a job is finished at the end of the day.

J. Burning and cutting equipment shall be checked daily before being used. Flash back arresters shall be installed at the regulators on both oxygen and LP bottles. All gas shall be shut off and hoses disconnected from bottles and manifolds at the end of the work day. Caps shall be replaced on bottles when gauges are removed. When gauges are removed and caps replaced, the oxygen and LP bottles shall be separated into storage areas no less than 20 feet apart with a "No Fire or Smoking" sign posted and a fire extinguisher readily available. Makeshift field repairs will not be allowed.

K. Drinking water containers are to be used for drinking water and ice only. Tampering with or placing items such as drinks in the water cooler will result in immediate termination. The "common drinking cup" is not allowed. Only disposable cups will be used.

L. All tools whether company or personal, must be in good working condition. Defective tools will not be used. Examples of defective tools include chisels with mushroomed heads, hammers with loose or split handles, guards missing on saws or grinders, etc.

M. All extension cords, drop cords, and electrical tools shall be checked, properly grounded with ground fault interrupters (GFI′ s), and color-coded by a designated competent person each month. This shall be part of the assured grounding program. Cords and equipment that do not meet requirements shall be immediately tagged and removed from service until repairs have been made.

N. "Horseplay" on the jobsite is strictly prohibited. Running on the jobsite is allowed only in extreme emergencies.

O. Glass containers or bottles of any kind are not permitted on jobsites or in company vehicles.

P. The jobsite speed limit is 10 MPH. No employee is permitted to ride in the bed of a truck standing up or sitting on the outside edges of a truck. Employees must be sitting down inside the truck or truck bed when the vehicle is in motion. Riding as a passenger on equipment is prohibited unless the equipment has the safe capacity for transporting personnel.

Q. Adequate precautions must be taken to protect employees and equipment from hot work such as welding or burning. Fire extinguishing equipment shall be no further than 50 feet away from all hot work. Use of welding blinds is required in high traffic areas.

R. All scaffolding and work platforms must be built and maintained in accordance with OSHA specifications. All ladders must be in safe condition without broken rungs or split side rails. Damaged ladders shall be removed from service. Ladders shall be secured at the top and bottom and extend three (3) feet past the working surface. Metal ladders around electrical work are prohibited. A step ladder shall never be used as an extension ladder. A step ladder must only be used when fully opened with braces locked.

S. Crowfoot connections on air hoses shall be wired to prevent accidental disconnection. Compressed air shall not be used to dust off hands, face or clothing.

T. All floor openings or excavations shall be barricaded on all sides to ensure employees are aware of the hazards. Floor holes shall be covered, with the covers secured and clearly marked.

U. Warning signs, barricades, and tags will be used to the fullest extent and shall be obeyed.

V. Scaffold Tag System

1. Green tags are to be placed on 100 percent complete scaffolds with all braces, locks and hand, mid, and toe rails in place before use.
2. Yellow tags indicate incomplete scaffolds. If scaffold is missing a hand, mid, or toe board, it must have a yellow tag and employees on it must be tied off at all times.
3. Red tags indicate scaffolds that are in the process of either being erected or disassembled. These scaffolds are not to be used at any time.
4. Scaffold tags should be placed in a highly visible location on the scaffolds for all employees to see.

W. All OSHA Safety Standards will be followed for job processes requiring respiratory protection.

X. All OSHA Safety Standards will be followed during excavation.

Y. All OSHA Safety Standards concerning confined space entry will be followed.

Z. All OSHA Safety Standards concerning lockout/tagout of energized equipment will be followed.

AA. All OSHA Safety Standards will be followed for job processes requiring fall protection.

IX. ENFORCEMENT OF SAFETY POLICY

Safety violation notice(s) shall be issued to any employee, subcontractor, or anyone on the jobsite violating the safety rules or regulations.

A. Any violation of safety rules can result in suspension or immediate termination.

B. Any employee receiving three (3) written general violations within a six (6) month period shall be terminated.

C. Issuance of a safety violation notice for failure to use fall protection or for failure to report a job injury (at the time of the injury) may result in immediate termination, in accordance with company policy.

It is understood that ***All County Paving*** is not restricting itself to the above rules and regulations. Additional rules and regulations as dictated by the job will be issued and posted as needed.

ATTACHMENT A

JOB SAFETY CHECKLIST

A. Safety Rules

_____Hard hats and safety glasses worn.
_____Shirts with sleeves worn.
_____Work shoes worn.
_____Subcontractors' personnel hold safety meetings as indicated by project requirements in accordance with OSHA Safety Standards.
_____Work areas safe and clean.
_____Safety mono-goggles/face shields worn when circumstances warrant.
_____Electrical cords and equipment properly grounded with GFI's in place and checked by a competent person.
_____No use of alcoholic beverages or controlled substances.
_____Subcontractors provide fall protection for their employees in accordance with OSHA Safety Standards.
_____All scaffolds built to specifications as established by OSHA.
_____Excavation/trenches sloped or shored as established by OSHA.
_____Drug testing of employees involved in accident(s) resulting in personal injury or property damage.

B. Recordkeeping

_____OSHA poster "Safety and Health Protection on the Job" posted.
_____OSHA " 300A Summary Log or Occupational Injuries and Illnesses" posted from February 1st to April 30, 2025 only, per Federal Mandate
_____Hard hat sign posted in a conspicuous manner.
_____Weekly safety meeting sign-in logs maintained in a folder with a copy forwarded to the main office weekly.

C. Housekeeping and Sanitation

_____General neatness.
_____Regular disposal of trash.
_____Passageways, driveways, and walkways clear.
_____Adequate lighting.
_____Oil and grease removed.
_____Waste containers provided and used.

_____Adequate supply of drinking water.
_____Sanitary facilities adequate and clean.
_____Adequate ventilation.

D. First Aid

_____First aid stations with supplies and equipment. The expiration dates of supplies checked monthly. Expired supplies discarded.
_____Trained first aid personnel.
_____Injuries promptly and properly reported.

E. Personal Protective Equipment

_____Hard hats.
_____Hearing protection.
_____Eye and face protection.
_____Respiratory protection.
_____Fall protection.

F. Fire Protection

_____ Fire extinguishers charged and identified.
_____ No Smoking@ signs posted.
_____ Flammable and combustible material storage
_____area. Fuel containers labeled.

G. Hand and Power Tools

_____Tools inspected.
_____Power tools properly guarded.
_____Safety guards in place.

H. Welding & Cutting

_____Compressed gas cylinders secured in vertical position.
_____Hoses inspected.
_____Cylinders, caps, valves, couplings, regulators, and hoses free of oil and grease.
_____Caps on cylinders in storage in place.
_____Flash back arresters in place.
_____Welding screens in place.
_____Fuel and oxygen cylinders separated in storage.

I. Electrical

_____All portable tools and cords properly grounded [Ground Fault Interrupters (GFI=s) properly installed].
_____Daily visual inspection of caps, ends and cords for deformed or missing pins, insulation damage and internal damage.
_____Tests of cords, tools and equipment for continuity and correct attachment of the equipment grounding connector (GFI) to the proper terminal made every month and:

1. Prior to first use.
2. Prior to return to service after repairs.
3. Prior to return to service after incident that may have caused damage to cord or equipment.

_____Cords and equipment not meeting requirements immediately tagged and removed from service until repairs have been made.

J. Ladders

_____Inspected at regular intervals.
_____No broken or missing rungs or steps.
_____No broken or split side rail.
_____Extend at least 36 inches above landing and be secured.
_____Side rails of 2 x 4 up to 16 feet, or 3 x 6 over 16 feet.

K. Scaffolding

_____Inspected at regular intervals.
_____Footings are a sound ridge and capable of carrying maximum intended load.
_____Tied into building vertically and horizontally at 14 foot intervals.
_____Properly cross-braced.
_____Proper guardrails and toe boards.
_____Scaffold planks capable of supporting at least four (4) times the maximum intended load.
_____No unstable objects such as concrete blocks, boxes, etc., used as scaffold foundations.
_____Use of OSHA Scaffold Tagging Program.

L. Guardrails, Handrails and Covers

_____Guardrails, handrails and covers installed wherever there is danger of employees or materials falling through floors, roots or wall openings and shall be guarded on all exposed sides.
_____Posts at least 2 x 4 stock and spaced no more than eight (8) feet apart.

_____Top rail 42 inches above the floor and of 1 x 4 stock.
_____Intermediate rail 21 inches above the floor and of 1 x 4 stock.
_____Guardrail assemblies around floor openings equipped with toe boards. Toe boards at least four (4) inches above the floor level with no more than 1/4 inch clearance above the floor level, when there are employees below or when conditions dictate.
_____Hole covers permanently attached to the floor or structure and identified with a hole cover sign stenciled with the word "Danger". Hole covers for holes two (2) inches or greater in diameter made of at least 3/4 inch plywood or heavier.

M. Material Hoists

_____Inspected at regular intervals.
_____Operating rules posted at operators station.
_____"No Rider" signs prominently posted at all stations.
_____All entrances properly protected.
_____All entrance bars and gates painted with diagonal contrasting stripes.
_____Experienced operators.
_____Current crane certification inspection sticker and papers on the rig.

N. Motor Vehicles

_____Lights, brakes, tires, horn, etc., inspected at regular intervals.
_____No overloaded vehicles.
_____Trash trucks have covers.
_____No riding on the edge of pickup truck beds.
_____No riding on concrete trucks, loaders, backhoes, etc.
_____Functioning back-up alarms on loaders, tractors, backhoes, etc.
_____Fire extinguishers installed and readily available.
_____Seat belts worn at all times.

O. Material Storage and Handling

_____Material at least two (2) feet from edge of excavation site.
_____Proper temperature and moisture levels for safe storage of materials to prevent deterioration or volatile hazards within the storage area.
_____Inventory maintained and inspected frequently.
_____Proper protective gear worn when handling chemicals.

P. Concrete, Concrete Forms and Shoring

_____Full body harnesses as positioning devices for employees tying rebar greater than six (6) feet above adjacent working surface have
_____Automatic shut-off switches on trowel machines.

_____No riding on concrete buckets or flying forms.
_____All forms properly shored.
_____Single post shores braced horizontally.

Q. Use of Cranes and Derricks

_____Prohibition of the use of cranes or derricks to hoist employees on a personal platform except in the situation where no safe alternative is possible.

ATTACHMENT B

SAFETY EQUIPMENT CHECKLIST

The following is a list of Safety Equipment that should be on the job, if required, or available at all times. Equipment should be checked at intervals in accordance with the applicable OSHA Safety Standards by the Superintendent to ensure that all required equipment is present and in good condition.

_____Safety goggles, shields, and glasses.
_____Hearing protection.
_____Respirators.
_____Hard hats.
_____Fire extinguishers (properly charged).
_____First aid kit (check list inside kit).
_____Stretcher or stroke litter (tool room).
_____Welding masks and goggles.
_____Storage racks for compressed gases.
_____Guards on all power tools.
_____Trash barrels.
_____OSHA forms posted.
_____Company "Safety Policy" packet posted.
_____Company "Hazardous Communication Program" packet posted.
_____Emergency vehicle (vehicle designated to carry injured to hospital).

ATTACHMENT C

SAFETY MEETING REPORT

A safety meeting report is signed to indicate attendance. The form has room for employees to sign after attending their weekly safety meeting. This form shall be filled out for each jobsite safety meeting that is held. After completion of the form, make a copy to maintain at each jobsite and return the signed original copy to the main office.

Safety Meeting Date:

Topic:

Safety Meeting Conducted

Employee Name (printed)	**Employee Signature**	**Job Title**

By:

ATTACHMENT D

EMPLOYEE ACKNOWLEDGMENT

I _____ state that I have attended the safety orientation, and have read and received a copy of the ***All County Paving*** safety rules and regulations.

I further state that I understand these rules and acknowledge that compliance with the safety rules and regulations is a condition of employment. If I violate the safety rules or fail to report an injury to my supervisor immediately, I understand that I am subject to termination, in accordance with company policy.

_____
EMPLOYEE SIGNATURE

_____
DATE

_____
SUPERVISOR SIGNATURE

_____
DATE

cc: Superintendent
Safety Records

M&M ASPHALT MAINTENANCE, INC d/b/a ALL COUNTY PAVING PENDING/CLOSED LAWSUITS

Pending

Cobra 24 Holdings v. M&M Asphalt Maintenance, Inc dba All County Pacing

Travis Leflar v. M&M Asphalt, LLC

Mayra Macieda v. Saddleridge Holdings, G&E Real Estate, and M&M Asphalt-

Arlene Molen v. Peppertree Plaza and All County Paving,

Andrea Cottica v. The Pines of Delray Assn , Seacrest Services and M&M Asphalt Maintenance, Inc,

Yak Vargas v. Philip Gilot and MAACP LEASING AND M&M Asphalt

Miriam Soudai v. Target Corporation, RK Centers and M&M Asphalt Maintenance-

Peter Arino v. M&M Asphalt Maintenance, Inc , Champion Quality Construction and Real Manage, LLC

Junior Pinnock and Repha Oconner v. Christopher Suanno and M&M Asphalt Maintenance, Inc

M&M Asphalt Maintenance, Inc. v. Savits Enterprises, Inc.

Closed

Ynirida Tereas Gallegos v. Weston Apartments and M&M Asphalt Maintenance, Inc.

Dawn Goebel, et al. v. Twelve Oaks and All County Paving,

Jeff Hinson v. Colombia Station and M&M Asphalt Maintenance, Inc.

Margert Heger v. M&M Asphalt Maintenance, Inc. and Derrick Hall-

Jaisubhas Sawyack v. Dominium Management Services, LLC and M&M Asphalt Maintenance, Inc,

M&M Asphalt Maintenance, Inc. v. Tequesta Maintenance, Inc.

Paul Ryan v. M&M Asphalt Maintenance, Inc. and Giovanni

References

CITY OF BOYNTON BEACH: Annual Asphalt Mill and Resurfacing
PM ON THE PROJECT: Carl Frumenti 561-742-6238
CONTRACT AMOUNT: $188,720.79
SCOPE OF WORK: Road resurfacings, general road construction, asphalt pavement, roadway repair, guardrail work, sidewalks, sodding, roadway striping, earthwork
construction, and other incidental work associated with asphalt and sidewalk rehabilitation, located throughout the City of Boynton Beach.

SCHOOL BOARD OF PALM BEACH COUNTY ANNUAL PAVING AND DRAINAGE SERVICES CONTRACT
PM ON THE PROJECT: Janet Butts 561-434-8213
CONTRACT AMOUNT; $2,649,255.00
SCOPE OF WORK: Paving and Drainage Services.

CITY OF FORT LAUDERDALE: Annual Asphalt Mill and Resurfacing
PM ON THE PROJECT: Jean Examond 954-649-2487
CONTRACT AMOUNT: $2,500,000.00
SCOPE OF WORK: Annual Asphalt Mill and Resurfacing

CITY OF HALLANDALE BEACH: Annual Pavement Resurfacing
PM ON THE PROJECT: Charles Casimir 954-457-1629
CONTRACT AMOUNT: $1,500,000.00
SCOPE OF WORK: Milling, Paving, Pavement Markings and Concrete repairs.

If more references are needed, please let us know and we can provide.

EXHIBIT B
BID FORM (Page 1 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

ITEM NO.	Clarke (AD Mims - Ocoee Vista) - D4	UNIT	QTY	UNIT PRICE	ITEM TOTAL
1.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	13,150.00	13,150.00
1.02	1.5" Milling (Max.)	SY	9119	3.50	31,916.50
1.03	1.5" Resurface Type FC-9.5 Asphalt Paving	SY	9119	15.75	143,624.25
1.04	Temporary Striping and Thermoplastic Final Striping	LS	1	21,275.00	21,275.00
1.05	Traffic Loop System Restoration	LS	1	18,000.00	18,000.00
				SUB-TOTAL:	$227,965.75

ITEM NO.	Northern Durango Ave - D1	UNIT	QTY	UNIT PRICE	ITEM TOTAL
2.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	5,550.00	5,500.00
2.02	1.25" Milling (Max.)	SY	3884	3.50	13,594.00
2.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	3884	11.50	44,666.00
2.04	Temporary Striping and Thermoplastic Final Striping (1 stop bar & crosswalk)	LS	1	4,370.00	4,370.00
				SUB-TOTAL:	$68,130.00

BID SUBMITTED BY M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING FL CONTRACTOR LICENSE # CGC 1534510

ITEM NO.	S Lakewood Ave (E Geneva - E Orlando) - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
3.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	5,650.00	5,650.00
3.02	1.25” Milling (Max.)	SY	3000	4.15	12,450.00
3.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	3000	12.15	36,450.00
3.04	Speed Table Restoration per City Detail (Price to include cost to stamp and paint)	EA	3	15,000.00	45,000.00
3.05	Temporary Striping and Thermoplastic Final Striping (1 stop bar)	LS	1	5,290.00	5,290.00
				SUB-TOTAL:	$104,840.00

ITEM NO.	Blackwood (OWG - 50) - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
4.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	13,150.00	13,150.00
4.02	1.5” Milling (Max.)	SY	8350	3.55	29,642.50
4.03	1.5" Resurface Type FC-12.5 Asphalt Paving	SY	8350	15.30	127,755.00
4.04	Temporary Striping and Thermoplastic Final Striping	LS	1	23,575.00	23,575.00
4.05	Traffic Loop System Restoration	LS	1	18,000.00	18,000.00
				SUB-TOTAL:	$212,122.50

BID SUBMITTED BY M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING FL CONTRACTOR LICENSE # CGC 1534510

ITEM NO.	Economic Ct - D3	UNIT	QTY	UNIT PRICE	ITEM TOTAL
5.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	5,650.00	5,650.00
5.02	1.25” Milling (Max.)	SY	657	13.80	9,066.60
5.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	657	22.05	14,486.85
				SUB-TOTAL:	$29,203.45

ITEM NO.	Kensington Manor Subdivision - D4	UNIT	QTY	UNIT PRICE	ITEM TOTAL
6.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	9,400.00	9,400.00
6.02	1.25” Milling (Max.)	SY	22595	2.85	64,395.75
6.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	22595	10.75	242,896.25
6.04	Temporary Striping and Thermoplastic Final Striping (11 Stop bars and crosswalk)	LS	1	9,027.50	9,027.500
				SUB-TOTAL:	$325,719.50

BID SUBMITTED BY M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING FL CONTRACTOR LICENSE # CGC 1534510

ITEM NO.	Shoal Creek Subdivision - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
7.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	9,250.00	9,250.00
7.02	1.25” Milling (Max.)	SY	12828	2.70	34,635.60
7.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	12828	10.60	135,976.80
7.04	Temporary Striping and Thermoplastic Final Striping (4 Stop Bar & crosswalk)	LS	1	5,520.00	5,520.00
				SUB-TOTAL:	$185,382.40

ITEM NO.	Windermere Groves Subdivision - D3	UNIT	QTY	UNIT PRICE	ITEM TOTAL
8.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	5,796.00	5,796.00
8.02	1.25" Milling (Max.)	SY	23380	2.75	64,295.00
8.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	23380	10.65	248,997.00
8.04	Temporary Striping and Thermoplastic Final Striping (9 Stop Bar)	LS	1	3,795.00	3,795.00
				SUB-TOTAL:	$322,883.00

BID FORM (Page 5 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

BID SUBMITTED BY M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING **FL CONTRACTOR LICENSE #** CGC 1534510

ITEM NO.	Harbour Highlands 2 Subdivision - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
9.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	5,650.00	5,650.00
9.02	1.25" Milling (Max.)	SY	10796	2.75	29,689.00
9.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	10796	10.70	115,517.20
9.04	Temporary Striping and Thermoplastic Final Striping (7 Stop Bar & 2 Crosswalk)	LS	1	4,485.00	4,485.00
				SUB-TOTAL:	$155,341.20

ITEM NO.	Prima Vista Subdivision - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
10.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	5,500.00	5,500.00
10.02	1.25" Milling (Max.)	SY	23830	2.70	64,341.00
10.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	23830	10.60	252,598.00
10.04	Temporary Striping and Thermoplastic Final Striping (10 stop bars & Crosswalk)	SY	1	5,175.00	5,175.00
				SUB-TOTAL:	$327,614.00

BID FORM (Page 6 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

BID SUBMITTED BY M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING **FL CONTRACTOR LICENSE #** CGC 1534510

ITEM NO.	Lakeshore Gardens Subdivision - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
11.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	10,000.00	10,000.00
11.02	1.25" Milling (Max.)	SY	25463	2.70	68,750.10
11.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	25463	10.65	271,180.95
11.04	Temporary Striping and Thermoplastic Final Striping (10 Stop Bars & 2 Crosswalks)	SY	1	5,750.00	5,750.00
				SUB-TOTAL:	$355,681.05

TOTAL BASE BID = $ 2,314,882.85

WRITTEN: TWO MILLION, THREE HUNDRED FOURTEEN THOUSAND, EIGHT HUNDRED EIGHTY-TWO DOLLARS & EIGHTY-FIVE CENTS

EQUIPMENT RATES FOR ACP

Equipment Name	Category
Blower - Backpack	Small Tools
Blower - Walkbehind	Small Tools
Broom - 3 Wheel	Broom
Broom - Power Sweeper	Broom
Broom Tractor	Broom
Buffalo Turbine BT-CKB4	Misc. Equipment
Bulldozer - Large	Bulldozer
Bulldozer - Medium	Bulldozer
Bulldozer - Small	Bulldozer
Chainsaw	Small Tools
Curb Machine	Concrete Curb Machine
Distributor Truck	Distributor Truck
Excavator - Small	Excavator
Forklift	Misc. Equipment
Golf Cart	Misc. Equipment
Grader - Large	Grader
Grader - Rental	Rental Equipment
Light Tower	Misc. Equipment
Lightboard	Misc. Equipment
Loader - Combo	Loader
Loader - Large	Loader
Loader - Medium	Loader
Loader - Rental	Rental Equipment
Loader - Small	Loader
Low Boy Tractor	Low Boy
Low Boy Trailer	Low Boy
Mack CV713	Tri Axle Dump Truck
Mack GU713 Dump Truck	Tri Axle Dump Truck
Mack RD688S	Tri Axle Dump Truck
Milling Machine - Wirtgen	Milling Machine

Paver - Large 190 Paver	Paver
Paver - Medium 170 Paver	Paver
Paver - Rental	Rental Equipment
Paver - Sidewalk	Paver
Paver - Weiler	Paver
Plate Compactor - Large	Small Tools
Plate Compactor - Small	Small Tools
Plate Tamper - Rental	Rental Equipment
Pressure Washer	Misc. Equipment
Reclaimer	Reclaimer
Roller - 2 Ton Steel	Roller
Roller - 3-5 Ton Steel	Roller
Roller - 8-12 Ton Steel	Roller
Roller - 9 Wheel Rubber Tire	Roller
Roller - Rental	Rental Equipment
Roller - Rock	Roller
Roller- 1 Ton Wacker Neuson RD12	Roller
Sandblaster	Misc. Equipment
Saw - Handheld	Small Tools
Saw - Walkbehind	Small Tools
Sealcoat Service Truck	Service Vehicle
Service Truck - Milling	Service Vehicle
Service Truck - Paving	Service Vehicle
Service Truck - Rock	Service Vehicle
Service Van - Personnel Transport	Service Vehicle
Single Axle Dump Truck	Truck
Skidsteer - Rental	Rental Equipment
Skidsteer Attachment - Misc.	Attachment
Skidsteer Bucket Attachment	Attachment
Skidsteer Fork Attachment	Attachment
Skidsteer Grapple Attachment	Attachment
Skidsteer Mill Head Attachment	Attachment

Skidsteer Pnumatic Impact Breaker	Attachment
Skidsteer Sweeper Box Broom Attachment	Attachment
Skidsteer Tracked	Skid Steer
Skidsteer Wheel	Skid Steer
Squeegee Machine	Misc. Equipment
Storage Container	Misc. Equipment
Trailer - 1500 Gal. Sealcoat	Trailer
Trailer - 1500 Gal. Sealcoat W/ Spraybar	Trailer
Trailer - Misc.	Trailer
Trailer - Patching	Trailer
Trailer - Tack 750 Gal.	Trailer
Trencher - Vermeer RTX100	Small Tools
Truck - HD Pickup	Truck
Truck - LD Pickup	Truck
Truck - Misc. Service Pickup	Service Vehicle
Water Truck	Water Truck

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

March 17, 2026

ADDENDUM NO. ONE (1)
CITY OF OCOEE
ITB No. 26-005
ASPHALT PAVING PROJECTS FOR FY 2026

This addendum shall modify and become a part of the original bid documents for the Asphalt Paving Projects for FY 2026. This addendum consists of two (2) pages. Bidders shall acknowledge receipt of this Addendum in the space provided on page 23 of the bid documents. Failure to do so may subject the bidder to disqualification. **The bid date remains the same.**

Answers to questions received and/or amendments to the bid documents are as follows:

Q1. For the Clarke Road location, the plans show three (3) Type F loops to be replaced, but at the Blackwood Avenue location there has been no quantity provided. Can the City elaborate on the number and type of loops to be replaced on Blackwood Avenue?

A1. For Blackwood Ave, plan on replacing up to three (3) Type F loops at the Blackwood Ave – Old Winter Garden Rd intersection (Southbound). The Blackwood Ave – SR 50 intersection uses camera detection so there are no loops to replace on that end of the project.

Q2. Will Railroad Liability Insurance be required for the work on Clarke Road?

A2. Please reach out to Florida Central Railroad (FCEN). Any work within the railroad right-of-way will have to meet the requirements of FCEN.

Q3. Will Railroad flaggers be required for Clarke Road?

A3. Please reach out to Florida Central Railroad (FCEN). Any work within the railroad right-of-way will have to meet the requirements of FCEN.

Q4. Are we allowed to leave a milled surface?

A4. This depends on location and duration. Generally, the City is ok with a milled surface provided that the surface is repaved within 24 hours. Milled surfaces within intersections must be repaved same day. For subdivisions, the City is ok if the whole subdivision is milled and then resurfaced the same week.

Q5. Is this project using FDOT standard specifications for the asphalt?

A5. The asphalt specifications shall meet FDOT standards.

Olena Stokych

Olena Stokych
Purchasing Analyst
Cc: Milen Womack, City Engineer

EXHIBIT C
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING, as Principal, and The Gray Surety & Casualty 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 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 24th day of March, 2026. 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 #26-005 Asphalt Paving Projects for FY 2026 (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.

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.	
N/A (Individual's Signature) N/A (Individual's Signature) doing business as N/A N/A (Business Address) N/A (Telephone No.) N/A (Florida License No.)	(1) N/A (Witness) (2) N/A (Witness) **(SEAL)**

If Bidder is **PARTNERSHIP**, complete this signature block.	
N/A (Partnership Name) N/A (General Partner's Signature) N/A (General Partner's Name) N/A (Business Address) N/A (Telephone No.) N/A (Florida License No.)	(1) N/A (Witness) (2) N/A (Witness) **(SEAL)**

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

M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING

(Corporation Name)

FLORIDA

(State of Incorporation)

By: _____

(Name of Person Authorized to Sign - See Note 1)

PRESIDENT

(Title)

_____

(Authorized Signature)

KENNETH GOLDBERG

(Corporation President)

1180 SW 10th ST, DELRAY BEACH, FL 33444

(Business Address)

56-588-0949 (Telephone No.)

CGC 1534510 (Florida License No.)

(1) _____ (Witness)

(2) _____ (Witness)

(SEAL)

SURETY

The Gray Surety & Casualty Company (Surety Business Name)	Witness: (If agency is not a Corporation) (1) _____ (Witness)
P.O. Box 6202, Metairie, LA 70009 (Principal Place of Business)	(2) _____ (Witness)
By: _____ (Surety Agent's Signature - See Note 2)	Attest: (If Agency is a Corporation)
Kevin Wojtowicz (Surety Agent's Name)	_____ (Corporate Secretary Signature)
Attorney-in-Fact (Surety Agent's Title)	n/a (Corporate Secretary Name)
Acrisure (Business Name of Local Agent for Surety)	(Corporate Seal)
3100 S Federal Hwy., Ste G, Delray Beach, FL 33483 (Business Address)	
561-454-8202 (Telephone No.) n/a (Bond No.)	

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 Palm Beach)

Before me, a Notary Public, personally came Kevin Wojtowicz known to me, and known to be the Attorney-in-Fact of The Gray Surety & Casualty Company (Surety Company), a Louisiana (State) Corporation, which

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said

The Gray Surety & Casualty Company (Surety Company) were affixed by order and authority of said Company's Board of Directors,

and that the execution of the attached bond is the free act and deed of The Gray Surety & Casualty Company (Surety Company).

Given under my hand and seal this 24th day of March, 20 26.

KAILEE ROSENHAUS
Notary Public - State of Florida
Commission # HH 710803
My Comm. Expires Nov 9, 2029
Bonded through National Notary Assn.

(Notary Public)

My Commission Expires 11/9/2029.

END OF SECTION

09/23/2025 09:57 2999394022689

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: n/a **Principal:** M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING

Project: ITB #26-005 Asphalt Paving Projects for FY 2026

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Fabian Perez, Kevin Wojtowicz, Jessica Reno, Sabra Gambino, Edwin T. Collins, IV, Devin Phillips, and Christian Collins of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 24th day of March , 2026 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 24th day of March , 2026 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

25. LIST OF SUBCONTRACTORS:

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY
NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

Mill It Corp 59-2326966 9630 Discovery Ct Altamonte Spgs, FL 32714 407-661-1181
Trans Premier LLC 65-1024796 7616 Narcoossee Rd Olrando, FL 32824 407-905-4433
Straight Line Loops 33-1123002 3640 Lake Diana Dr Deltona, FL 32738 386-804-7376
Fausnight Stripe & Line Inc 59-2556096 910 Charles St Longwood, FL 32750 407-261-5446
Better Paving Inc 59-2717249 684 Shepard Rd Orlando, FL 32833 407-568-2583

(Attach additional sheets if necessary)

The Bidder certifies that the Bidder has investigated each subcontractor/temporary worker agency listed and has received and has in the 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.**

26. EQUIPMENT LISTING:

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

See attached spreadsheet

27. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK

The Bidder shall complete the following blanks regarding experience with similar type of work. Bidder must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three years.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT

See attached spreadsheet

Have you any similar work in progress at this time? Yes X No ___.
Length of time in business 104
Have you ever failed to complete work awarded to you? If so, where and why? NO

Bank or other financial references:

Wells Fargo, NC
Attn: Scott Wilmeth
Commerical Banking/Orlando
800 N. Magnolia Avenue, Suite 800
Orlando, FL 32803

(Attach additional sheets if necessary)

28. 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.

See attached spreadsheet

29. EXCEPTIONS:

Does Respondent have any Exceptions to the Scope of Services or terms of the Contract Documents?
Yes _____ No X

List any exceptions you have to this scope of services or contract terms. (**Note: exceptions will not be considered after award.**) The City reserves the right to accept or reject any requested exceptions. If Respondent leaves this question blank, Respondent agrees it has no exceptions.

None

(Attach additional sheets if necessary)

30. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. 01 Dated 03/17/2026
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____

(Remainder of page left blank intentionally)

Object Description	CntrRead.	Assignee	Plate no.	ConY	Start-up	Mfr	ManufSerialNumber
CAR FUSION SE HYBRID	87,047	BAKER,DUSTIN	ISHC21	2018	3/3/18	FORD	3FA6P0LU1JR177703
SUV EXPLORER XLT 4X2 FORD	100,883	SALDANA,JUIS	NHJU66	2019	11/15/19	FORD	1FMSK7BHXLGB12522
SUV EXPLORER BASE 4X2 FORD	16,534	GOMEZ,DIMITROV	PJMY85	2020	8/4/20	FORD	1FMSK7BH2LGC66996
OO-SUV EXPLORER BASE 4X2 FORD		SALDANA,LUIS				FORD	
OO-SUV EDGE SEL 4X2 U/G FORD		BAKER,DUSTIN				FORD	
SUV EXPLORER XLT 4X2 FORD	35,616	MONTGOMERY,CODY	Z28CDW	2018	5/1/18	FORD	1FM5K7D8XJGB45107
SUV EXPLORER LIMITED 4X2 FORD	94,738	MCBRAYER,JOHN	KVEU70	2018	11/22/18	FORD	1FM5K7F8XKGA47306
SUV EXPLORER LIMITED 4X2 U/G F	34,322	ADDISON,WARREN	NDDG66	2019	9/13/19	FORD	1FMSK7FH8LGA55179
SUV EXPLORER XLT U/G	27,831	SUSTAITA,JOE	NDDG81	2019	9/24/19	FORD	1FMSK7DH2LGA55178
OO-SUV EXPLORER XLT 4X2 U/G FORD		MCBRAYER,JOHN				FORD	
P/U F150 4X2 W/T FORD	104,211	REEDER, GREGORY	206QHC	2014	3/25/14	FORD	1FTMF1CM4EKD61246
P/U F150 4X2 W/T FORD	101,402	BOURACHED,SOUFI	CZFH81	2014	8/11/14	FORD	1FTMF1CM2EKE40432
P/U F150 4X2 W/T FORD	102,587	MENEZES,GUSTAVO	DIDG66	2014	11/24/14	FORD	1FTMF1CM3EKF76935
P/U F150 4X2 W/T FORD	101,491	LEQUINDRE,DAVIS	DUGQ85	2014	1/20/15	FORD	1FTMF1CMXEKG06325
P/U F150 4X2 W/T FORD	90,864	AGUILUZ,CARLOS	EMVU12	2016	1/15/16	FORD	1FTMF1C81FKE52186
P/U F150 4X2 S/C W/T FORD	93,222	BROWN, DARREN	EMUJ08	2015	9/23/15	FORD	1FTEX1C86FKE22764
P/U F150 4X2 S/C W/T FORD	114,727	VELANDIA,ESTEBA	EMUJ63	2015	10/19/15	FORD	1FTEX1C82FKE22762
P/U F150 4X2 W/T FORD	110,090	SPARE OPC	EMVT95	2016	2/24/16	FORD	1FTMF1C85GKD58085
P/U F150 4X2 W/T FORD	124,838	GREEN, EDWARD	EMVT94	2016	2/26/16	FORD	1FTMF1C80GKD58074
P/U F150 4X2 W/T FORD	83,170	MYRTIL,FRITZNEL	EMXC26	2016	3/15/16	FORD	1FTMF1C86GKD58077
P/U F150 XLT 4X2 S/C U/G FORD	93,553	THACKER, ROBERT	EMZE70	2016	6/20/16	FORD	1FTEX1C82GKE75995
P/U F150 4X2 W/T FORD	93,565	SWAGGERTY, STEV	GAVK07	2016	7/22/16	FORD	1FTMF1C87GKF06415
P/U F150 XL 4X4 W/T FORD	83,186	HEROLD,KING	GAVK57	2016	8/5/16	FORD	1FTMF1E88GKF20918
P/U F150 4X2 W/T FORD	115,956	COLLER,CHARLIE	HQFL30	2016	12/17/16	FORD	1FTMF1C82HKC19727
P/U F150 4X2 W/T FORD	113,884	WILSON,ANDREW	HQFL32	2016	12/17/16	FORD	1FTMF1C89HKC19725
P/U F150 4X2 W/T FORD	102,087	BELL,JUSTIN	HLSW89	2016	12/13/16	FORD	1FTMF1C81HKC19721
P/U F150 4X2 W/T FORD	65,019	DAVIS,ALTON	IDFZ43	2017	5/25/17	FORD	1FTMF1C8XHKD60643
P/U F150 4X2 W/T FORD	53,819	HINSON,DANIEL	IDFZ44	2017	5/25/17	FORD	1FTMF1C81HKD60644
P/U F150 4X2 W/T FORD	59,083	ARROYO, CESAR	IDFZ47	2017	5/25/17	FORD	1FTMF1C85HKD60646
P/U F150 4X2 W/T FORD	84,420	HUTCHISON,SHAWN	Z36CDW	2018	5/3/18	FORD	1FTEX1CP5JKD58748
P/U F150 4X2 S/C W/T FORD	52,096	KPOGOH,VICTOR	KVGM20	2018	1/5/19	FORD	1FTEX1CP4KKC16036
P/U F150 4X2 S/C W/T FORD	44,102	ARROYO,REINALDO	KV1G51	2018	1/8/19	FORD	1FTEX1CP8KKC16038
P/U F150 4X2 S/C W/T FORD	49,083	HILL,TIMOTHY	KVUU58	2018	1/15/19	FORD	1FTEX1CP6KKC16037
P/U F150 XLT 4X2 S/C FORD	25,866	WALLACE,JAMES	LQML69	2019	7/25/19	FORD	1FTEX1CP4KKD90916
P/U F150 4X2 S/C W/T FORD	36,594	EIDE, MARC	LTCJ53	2019	8/6/19	FORD	1FTEX1CP6KKE16397
P/U F150 4X2 S/C W/T FORD	39,476	HAINES,MATTHEW	NSJL76	2020	2/25/20	FORD	1FTEX1CB8LKD50330
P/U F150 4X2 W/T FORD	22,775	RICHARDSON,BRIA	NLEN31	2019	11/25/19	FORD	1FTMF1CB2KKE57404
P/U F150 4X2 S/C U/G FORD	29,515	DARNOLD,WAYNE	NXSW94	2019	5/4/20	FORD	1FTEX1CB2LKE07542
P/U F150 4X2 S/C U/G FORD	15,020	WASHINGTON,HENR	PTXV04	2020	8/25/20	FORD	1FTEX1CB1LKE46686
P/U F150 XL 4X2 W/T FORD	9,707	COSTA,VICTOR	PTXU45	2020	8/18/20	FORD	1FTMF1CBXLKE46670
P/U F150 XL 4X2 W/T FORD	11,149	COULIBALY,DARLE	PTXU38	2020	8/18/20	FORD	1FTMF1CB1LKE46671
OO-P/U F150 XL 4X2 W/T FORD		MENEZES,GUSTAVO		2021		FORD	
OO-P/U F150 XL 4X2 W/T FORD		VELANDIA,ESTEBA		2021		FORD	
OO-P/U F150 XL 4X2 W/T FORD		BOURACHED,SOUFI		2021		FORD	
OO-P/U F150 XL 4X2 W/T FORD		COLLER,CHARLIE		2021		FORD	
OO-P/U F150 4X2 S/C U/G FORD		SHULL,NOEL		2021		FORD	
OO-P/U F150 XL 4X2 W/T FORD		DAVIS,LEQUINDRE				FORD	
OO-P/U F150 XL 4X2 W/T FORD		AGUILUZ,CARLOS				FORD	
OO-P/U F150 XL 4X2 W/T FORD		GREEN,EDWARD				FORD	
OO-P/U F150 XL 4X2 S/C FORD		REEDER,GREGORY				FORD	
FLATBED CREW F350 DRW FORD 4	84,517	SCRUGGS,MICHAEL	GVPS44	2016	9/6/16	FORD	1FD8W3HT2GED17000
15-PASSENGER VAN E350-XL FORD	47,721	I-4 HAINES	HHWQ25	2016	10/31/16	FORD	1FBAX2CM3GKA52252
P/U F250 4X2 CREWCAB FORD	81,787	RODRIGUE,MERILI	EMXC27	2016	3/14/16	FORD	1FT7W2A68GEB61818
P/U F250 4X2 CREWCAB FORD	79,259	ROBINSON,MENTOR	EMXC63	2016	3/16/16	FORD	1FT7W2A6XGEB61819
FLATBED F450 TRAFFIC TRK CREW CAB FOR		OPC SPARE	KMZC85	2017	8/30/18	FORD	1FD0W4GT4HEF20363
FLATBED F450 TRAFFIC TRK CREW	96,172	OPC SPARE	KMZC83	2017	8/30/18	FORD	1FD0W4GT2HEF20359
FLATBED F450 TRAFFIC TRK CREW	56,332	SR417 KING JOB	KMZC84	2017	8/30/18	FORD	1FD0W4GT2HEF20362
FLATBED F450 TRAFFIC TRK CREW CAB		OPC SPARE	QTFM15	2021	4/29/21	FORD	1FD0W4GT8MEC42769
CREWCAB FLATBED ASPH SERV F650		JURDEN,CHARLES	IPHM52	2009	8/26/09	FORD	3FRWW65D99V215875
TRUCK FLATBED ASPH SERV F650	127,962	OPC SPARE	BVQS69	2006	12/1/06	FORD	3FRWW65R77V517951
CREWCAB FLATBED ASPH SERV F7	29,744	SPARE OPC	1B78UB	2018	9/28/18	FORD	1FDNW7DC0JDF04152
CREWCAB FLATBED ASPH SERV F7	35,666	LAURENT,HERBY	IB36UB	2018	8/20/18	FORD	1FDNW7DC2JDF04153
CREWCAB FLATBED ASPH SERV F7	71,776	SAINT-HILLAIRE	LMCE21	2019	6/25/19	FORD	1FDNW7DC7KDF00536
CREWCAB FLATBED ASPH SERV F7	13,751	JURDEN, CHARLES	NKVK79	2019	6/26/20	FORD	1FDWW7DC8KDF14448
TRACTOR T800 TANDEM AXLE KEN	403,897	MONTOYA,MICHAEL	JGUL92	2007	10/5/07	KENWORTH	1XKDDU9X38J227965
TRACTOR T800 TANDEM AXLE KEN	432,634	BOOS, RICHARD	NLEN19	2009	11/9/09	KENWORTH	1XKDDU9X9AJ271149
TRACTOR TANDEM AXLE T800 KEN	360,320	JOHNSON ,GREG	Z7841U	2012	5/1/12	KENWORTH	1XKDDP9X9DJ348978
TRACTOR W900L TRI AXLE KENWO	436,585	SPARE LSR	JFMU62	2007	7/1/06	KENWORTH	1XKWPBEX17J173719
TRAILER TK70RG TANDEM AXLE TRAILKING		SPARE LSR	0953CD	2008	1/10/08	TRAILKING	1TKS048298B103562
TRAILER 50GSL 50TON EAGER BEAVER		JOHNSON,GREGORY	C8880J	2002	1/1/02	FORD	112SE25192L059365

TRAILER 55GSL 55TON EAGER BEAVER		BOOS, RICHARD	9353CL	2007	1/1/07	EAGER BEAVE	112SAY5067L073432		
OO-TRAILER 50GSL 50TON EAGER BEAVER		TBD		2021		EAGER BEAVER			
TRAILER TK100HDG TRI AXLE TRAILKING		MONTOYA,MICHAEL	1562CE	2006	5/1/06	TRAILKING	1TKJ053386B125471		
TRAILER ENCLOSED 6X12 S/A RAMP & SD		OPC OPERATIONS	Z19AAA	2017	5/17/17	FREEDOM	5WKBE1218H1048254		
LOADER 70ZV KAWASAKI	7,563	LANDSTREET		2005	1/1/05	KAWASAKI	70C45288		
TRACTOR 210LJ JOHN DEERE W/BC	6,046	LANDSTREET		2009	1/23/09	JOHN DEERE			890167
ROAD WIDENER RW100B BLAW KN	2,586	LSR 9/16/2019		2011	3/15/12	BLAW KNOX			78446
ROLLER STATIC WEILER C307		OPC OPERATIONS		2016	4/15/16	WEILER			1059
ROLLER STATIC BW9AS BOMAG	6,685	LANDSTREET		2014	8/24/16	BOMAG	901C14621002		
ROLLER VIB CB64B CATERPILLAR	4,388	OPC 12/20/2017		2016	8/23/17	CATERPILLAR	C5600222		
ROLLER VIB CB64B CATERPILLAR	3,801	OPC OPERATIONS		2017	7/31/18	CATERPILLAR	C5600355		
ROLLER VIB CB13B CATERPILLAR	4,013	BODIFORD, FERRE		2018	10/9/18	CATERPILLAR	PWP00132		
ROLLER VIB CB13B CATERPILLAR	4,305	BODIFORD, FERRE		2018	10/9/18	CATERPILLAR	PWP00135		
VIB ROLLER CB13B CATERPILLAR	2,794	OPC PAVING		2018	10/9/18	CATERPILLAR	PWP00149		
ROLLER VIB CB13B CATERPILLAR	1,914	BROWN, DARREN		2019	6/3/19	CATERPILLAR	PWP00254		
ROLLER VIB CB13B CATEPILLAR	2,073	JAMES, BARNES		2018	6/5/19	CATERPILLAR	PWP00248		
ROLLER VIB CB54 CATERPILLAR	4,223	BROWN,DARREN		2015	1/26/15	CATERPILLAR	K3J00163		
ROLLER VIB CB54 CATERPILLAR	4,257	GREEN,ED		2014	10/7/14	CATERPILLAR	K3J00137		
ROLLER VIB CB64 CATERPILLAR	5,745	GREEN,ED		2011	9/1/16	CATERPILLAR	DJM00331		
ROLLER VIB CB64 CATERPILLAR	5,902	SUSTAITA,JOE		2011	2/29/16	CATERPILLAR	0DJM00225		
ROLLER TRAFFIC C530AH HYPAC	7,992	OPC 11/14/2017		2007	6/1/07	HYPAC	901A22202357		
ROLLER TRAFFIC 915 ROSCO	7,833	OPC		2008	5/27/08	ROSCO			49833
ROLLER TRAFFIC 915 ROSCO	2,326	LANDSTREET		2012	3/20/13	ROSCO			70798
ROLLER PNEUMATIC 915 ROSCO	472	BROWN, DARREN		2019	6/3/19	ROSCO			195046
ROLLER R.T. PTC15 BLAW KNOX	3,297	LSR		2011	6/6/16	BLAW-KNOX	PTC15KUB-73318		
TAMP PLATE WP1550AW WACKER		DROWN, DARREN		2017	9/1/17	WACKER			10738465
TAMP PLATE WP1550AW WACKER		BARNES, JAMES		2017	9/1/17	WACKER			10738467
GRADE CONTROL SYSTEM PAVESET				2002	8/1/02	PAVESET			
PAVER TRACK AP655D CATERPILLA	8,284	OPC		2015	5/11/15	CATERPILLAR	GNZ00558		
PAVER TRACK AP655F CATERPILLA	4,405	SUSTAITA,JOE		2018	5/10/18	CATERPILLAR	MH600308		
PAVER TRACK AP1055F CATERPILL	5,687	BROWN, DARREN		2018	4/23/18	CATERPILLAR	TJ500700		
PAVER TRACK AP1055E	5,777	AGUILUZ,CARLOS		2015	4/21/15	CATERPILLAR	TJF00225		
PAVER TRACK AP1055E CATERPILL	8,472	SUSTAITA,JOE		2012	8/31/16	CATERPILLAR	TJF00190		
PAVER WHEEL AP1000F CATERPILL	8,506	OPC		2016	4/20/16	CATERPILLAR	AC400194		
TRANSFER VEHICLE E1250A WEILEI	6,836	HOFFMAN,TRAVIS		2014	4/15/14	WEILER	E1250A-1121		
TRANSFER VEHICLE E1250A WEILEI	5,774	TBD		2016	9/14/16	WEILER	W1140		
DISTRIBUTOR ETNYRE CENT T370 K	124,680	SPARE OPC	N9033V	2008	1/10/08	ETNYRE	3FRXF75T98V675246		
DISTRIBUTOR ETNYRE CENT T370 KENWORTH		SPARE OPC	N1978S	2008	10/13/08	ETNYRE	3FRXF75T69V110759		
DISTRIBUTOR ETNYRE CENT T370 K	67,007	GILMORE,KENNETH	N3019Y	2016	8/16/16	ETNYRE	2NKHHM7X1HM130369		
DISTRIBUTOR ETNYRE CENT T370 K	41,254	CHARLECIN, JEAN	P4501A	2018	4/24/18	ETNYRE	2NKHHM7X4JM209508		
DISTRIBUTOR ETNYRE CENT T370 K	28,754	PIERRE, MIRANDO	P61696C	2019	8/1/19	ETNYRE	2NKHHM7X4KM300005		
DISTRIBUTOR ETNYRE CENT T370 K	26,935	KISER,DONALD	P5397A	2019	12/15/19	ETNYRE	2NKHHM7X1KM300009 - S7685		
OO-DISTRIBUTOR ETNYRE CENT T370 KENWORTH		TBD	DAE5341	2021		ETNYRE	2NKHHM7X6NM490779		
BROOM MF4607M F/M MASSEY FI	1,738	OPC 10/9/2018		2018	10/9/18	SSEY FERGUS	M46070JJM70904		
BROOM MF4607M F/M MASSEY FI	1,438	BROWN, DARREN		2018	4/5/19	SSEY FERGUS	JJM72103		
BROOM MF4607M F/M MASSEY FI	1,617	OPC		2018	4/5/19	SSEY FERGUS	JJM71903		
BROOM MF4607M F/M MASSEY FI	1,390	OPC		2019	5/13/19	SSEY FERGUS	JJM72105		
OO-BROOM MF4607M F/M MASSEY FERGUSON		TBD		2021		MASSEY FERGUS	AG3M4607OMJM70204		
CONTAINER BOX 8X20				2007	7/20/07	UNKNOWN			
DENSITY MACHINE 3440 TROXLER		CHAMBERS, ERON		2004	4/1/04	TROXLER			20461
PAVEMENT QUALITY INDICATOR TROXLER		TBD		2021	3/30/21	TROXLER			2919
TRAILER W/CORE DRILL		RICHARDSON,BRIA	LTAD54	2004	3/1/04	N/A			3.50051E+14
VISCOTESTER DIGITAL				2005	10/1/05	N/A			
TRAILER W/CORE DRILL		SMITH, MICHAEL	Y63DBJ	2005	12/1/05	N/A	1DT300B11G3DT9624		
TRAILER W/ROLLING STRAIGHTEDGE		RICHARSON,BRIAN	HFCD30	2006	4/1/06	N/A	NOVIN0200497354		
PAVEMENT QUALITY INDICATOR				2006	5/1/06	N/A			
PAVEMENT QUALITY INDICATOR				2006	11/1/06	N/A			
PAVEMENT QUALITY INDICATOR				2008	3/31/08	TRANS-TECH			
TRAILER W/CORE DRILL		RICHARDSON,BRIA	719PLT	2009	8/1/10	HOME-MADE	NOVIN0200485520		
PAVEMENT QUALITY INDICATOR		STACY,MIKE		2017	8/22/17	TRANSTECH	PQI3801725		
TRAILER W/CORE DRILL & GENERATOR		SMITH, MICHAEL	2620BF	2018	4/20/18	VARIOUS	1XNU5X8G4J1082539		
PAVEMENT QUALITY INDICATOR		SMITH,MICHAEL		2019	4/12/19	TRANSTECH			
ICE MACHINE MANITOWAC		OPC PLT 5		2014	6/19/14	MANITOWOC			
TRAILER W/ROLLING STRAIGHT EDGE		RICHARDSON,BRIA	Y34ALH	1978	1/15/78	N/A	NOVIN000082475541		
TRAILER W/ROLLING STRAIGHT EDGE		RICHARDSON,BRIA	K910AU	1997	1/1/97	N/A	NOVIN000082802574		
TRAILER W/ROLLING STRAIGHT EDGE		RICHARDSON,BRIA	NYLW96	2009	8/1/07	MACHINE AN			9813595
PAVEMENT HEATER		OPC PLT 5	817QMT	2009	8/3/09	KMI KM	HEATERTRAILER		
FLOOR SAW CC1211-18 DIAMOND		BODIFORD, FERRE		2015	8/13/15	MOND PRODU			150490
FLOOR SAW CC1211-18 DIAMOND		GREEN, EDWARD		2015	8/13/15	MOND PRODU			150491
BLADE LIGHT SYSTEM VISION X		OPC		2016	3/15/16	VISION X			153498
BLADE LIGHT SYSTEM VISION X		OPC		2016	4/1/16	VISION X			153498
FLOOR SAW CC1211-18 DIAMOND		BODIFORD,FERREL		2021	4/29/21	DIAMOND			165178

TABLET APPLE IPAD AIR BLACK 16GB WI-FI &	SUSTAITA, JOE	2014	1/1/14	APPLE		
MICROSOFT SURFACE PRO 4 12.3" 256GB INTE	ADDISON,PHIL	2016	8/5/16	MICROSOFT		55003162453
HP ZBOOK 15 G4	BAKER,DUSTIN	2017	12/22/17	HP	CND75094R1	
HP ZBOOK 15 G4	MCBRAYER,JOHN	2017	12/22/17	HP	CND75094R2	
HP ZBOOK 15 G4	MENDOLARO,WILL	2017	12/22/17	HP	CND75094R3	
MICROSOFT SURFACE PRO 7 12.3" i7	ADDISON,PHIL	2020	12/1/20	MICROSOFT		16164302253
OO-LAPTOP, THINKPAD P17 11850H 32GB LEN	ROWE,CRAIG			LENOVO		
OO-LAPTOP, THINKPAD P17 11850H 32GB LENO	MONTICCO,JOE			LENOVO		
OO-LAPTOP, THINKPAD P17 11850H 32GB LENO	BAKER,DUSTIN			LENOVO		
OO-LAPTOP, THINKPAD P17 11850H 32GB LENO	MENDOLARO,WILLI			LENOVO		
OO-LAPTOP, THINKPAD P17 11850H 32GB LENO	MCBRAYER,JOHN			LENOVO		
SOFTWARE ESTIMATING HCSS	RITCHEY, JON	2008	3/1/08	NST. SYST. SPECIALISTS		
COPIER MP4502 RICOH	OPC	2012	5/30/12	RICOH	W512L501008	
COPIER, RICOH MP C3003	OPC PLANT 5	2015	9/1/15	RICHO		
L1021-COPIER IMC2500 RICOH	OPC PLANT 5			RICOH		
U-SHAPED EXECUTIVE DESK	ADDISON, PHIL	2015	3/25/15	BUSINESS INTERIORS		
WELL 4"		2001	3/1/01	N/A		
SITE IMPROVEMENTS		2001	3/1/01	N/A		

801Orange County

400 East South Street

Orlando, FL 32801

Edward Quinn Edward.quinn@ocfl.net 407-836-7960

Term Contract for Milling and Resurfacing

$15,000,0000 – Ongoing

City of Maitland

1827 Fennell Street

Maitland, FL 32751

Joseph Maynard jmaynard@itsmymaitland.com 407-660-1677

Milling and resurfacing in various locations throughout the city

$3,000,000 – Ongoing

Seminole County Pavement Management Program

1301 East Second Street

Sanford, FL 32771

David Andrews dandrews@seminolecountyfl.gov 407-665-5716

Term Contract for milling and resurfacing

$27,000,000 – Ongoing

Updated 01.07.26

Hubbard Construction Company
Litigation By or Against (Last 5 Years)

Project No.	Year Filed	Counterparty	Project Owner	Project	Description
CFX 6011.010430	2021	Mack Industries	Central Florida Expressway Authority ("CFX") 4974 ORL Tower Road Orlando, FL 32807 Tel 407-690-5000 Fax 407-690-5011 info@CFXway.com	SR 417 Widening from Econlockhastchee to Seminole County	Mack Industries sued Hubbard and its bonding company over alleged non-payment after certain work was deducted from their subcontract scope. This matter was settled before trial in October 2021.
70039	2022	Florida Department of Transportation	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947	SR-9/I-95 Express Lanes	FDOT directed Hubbard to perform certain repairs to vertical sign structures that were alleged to have cracks near the base. Hubbard performed the work but initiated arbitration at the State Arbitration Board in June 2022. After a hearing in April 2024, claim was denied in July 2024.
E1V43 FPID 436673-1-52-01	2023	Florida Department of Transportation	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947	SR35(US98) W. Socrum Loop Road to CR54 in Polk County	Hubbard filed a bid protest related to a design build project award. This protest was resolved and voluntarily dismissed before assignment to an administrative judge.
N/A	2024	Marathon FBO	AeroCenters 4050 Airport Rd. Lakeland, FL 33811	AeroCenter Lakeland Project	Hubbard sued to recover unpaid contract amounts after the general contractor abandoned the project and filed bankruptcy. This matter was resolved in a confidential settlement in May 2025.
N/A	2024	Core Construction	N/A	N/A	Asphalt purchaser defaulted on payments so Hubbard sued to recover damages. Defendant filed for bankruptcy.
N/A	2025	Jose Antonio Martinez, Sheri Clevenger, et.al.	N/A	N/A	Residents filed class action suit against Hubbard (dba MFM) alleging negligence related to odor complaints in the area of its C&D collection facility. The case is currently pending.

No stop notices have been filed and no terminations for cause have occurred on work undertaken by Hubbard. A few projects were temporarily suspended by owners due to impacts caused by COVID-19 and Hubbard cooperated with Owner directives to mitigate those impacts.

Hubbard performs over $300,000,000 of construction each year and in the ordinary course of its business is subject to various claims, disputes, termination, arbitrations, and other legal proceedings which are customary in the industry. This list does not include customary project-level disputes or claims, efforts to secure payment from outstanding debtors, or other personal injury or other covered insurance claims (that are handled by the Company's insurance carrier).

Pending
Against Owner

EXHIBIT B
BID FORM (Page 1 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

ITEM NO.	Clarke (AD Mims - Ocoee Vista) - D4	UNIT	QTY	UNIT PRICE	ITEM TOTAL
1.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	6,514.76	6,514.76
1.02	1.5" Milling (Max.)	SY	9119	4.90	44,683.10
1.03	1.5" Resurface Type FC-9.5 Asphalt Paving	SY	9119	18.43	168,063.17
1.04	Temporary Striping and Thermoplastic Final Striping	LS	1	28,881.61	28,881.61
1.05	Traffic Loop System Restoration	LS	1	5,819.36	5,819.36
				SUB-TOTAL:	**$253,962.00**

ITEM NO.	Northern Durango Ave - D1	UNIT	QTY	UNIT PRICE	ITEM TOTAL
2.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	2,626.62	2,626.62
2.02	1.25" Milling (Max.)	SY	3884	2.73	10,603.32
2.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	3884	11.52	44,743.68
2.04	Temporary Striping and Thermoplastic Final Striping (1 stop bar & crosswalk)	LS	1	5,932.43	5,932.43
				SUB-TOTAL:	**$63,906.05**

BID FORM (Page 2 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

BID SUBMITTED BY Hubbard Construction Company **FL CONTRACTOR LICENSE #** CGC059695

ITEM NO.	S Lakewood Ave (E Geneva - E Orlando) - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
3.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	2,108.83	2,108.83
3.02	1.25" Milling (Max.)	SY	3000	3.46	10,380.00
3.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	3000	12.08	36,240.00
3.04	Speed Table Restoration per City Detail (Price to include cost to stamp and paint)	EA	3	11,140.77	33,422.31
3.05	Temporary Striping and Thermoplastic Final Striping (1 stop bar)	LS	1	7,181.37	7,181.37
				SUB-TOTAL:	**$89,332.51**

ITEM NO.	Blackwood (OWG - 50) - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
4.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	6,298.23	6,298.23
4.02	1.5" Milling (Max.)	SY	8350	5.00	41,750.00
4.03	1.5" Resurface Type FC-12.5 Asphalt Paving	SY	8350	17.93	149,715.50
4.04	Temporary Striping and Thermoplastic Final Striping	LS	1	32,003.95	32,003.95
4.05	Traffic Loop System Restoration	LS	1	5,819.36	5,819.36
				SUB-TOTAL:	**$235,587.04**

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

BID SUBMITTED BY Hubbard Construction Company **FL CONTRACTOR LICENSE #** CGC059695

ITEM NO.	Economic Ct - D3	UNIT	QTY	UNIT PRICE	ITEM TOTAL
5.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	414.25	414.25
5.02	1.25" Milling (Max.)	SY	657	14.51	9,533.07
5.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	657	24.37	16,011.09
				SUB-TOTAL:	$25,958.41

ITEM NO.	Kensington Manor Subdivision - D4	UNIT	QTY	UNIT PRICE	ITEM TOTAL
6.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	13,707.34	13,707.34
6.02	1.25" Milling (Max.)	SY	22595	1.84	41,574.80
6.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	22595	11.18	252,612.10
6.04	Temporary Striping and Thermoplastic Final Striping (11 Stop bars and crosswalk)	LS	1	12,255.17	12,255.17
				SUB-TOTAL:	$320,149.41

BID FORM (Page 4 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

BID SUBMITTED BY Hubbard Construction Company **FL CONTRACTOR LICENSE #** CGC059695

ITEM NO.	Shoal Creek Subdivision - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
7.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	7,682.13	7,682.13
7.02	1.25” Milling (Max.)	SY	12828	2.06	26,425.68
7.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	12828	11.57	148,419.96
7.04	Temporary Striping and Thermoplastic Final Striping (4 Stop Bar & crosswalk)	LS	1	7,493.60	7,493.60
				SUB-TOTAL:	**$190,021.37**

ITEM NO.	Windermere Groves Subdivision - D3	UNIT	QTY	UNIT PRICE	ITEM TOTAL
8.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	14,338.11	14,338.11
8.02	1.25" Milling (Max.)	SY	23380	2.15	50,267.00
8.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	23380	11.12	259,985.60
8.04	Temporary Striping and Thermoplastic Final Striping (9 Stop Bar)	LS	1	5,151.85	5,151.85
				SUB-TOTAL:	**$329,742.56**

BID FORM (Page 5 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

BID SUBMITTED BY Hubbard Construction Company **FL CONTRACTOR LICENSE #** CGC059695

ITEM NO.	Harbour Highlands 2 Subdivision - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
9.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	6,232.33	6,232.33
9.02	1.25" Milling (Max.)	SY	10796	2.39	25,802.44
9.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	10796	12.20	131,711.20
9.04	Temporary Striping and Thermoplastic Final Striping (7 Stop Bar & 2 Crosswalk)	LS	1	6,088.56	6,088.56
				SUB-TOTAL:	$169,834.53

ITEM NO.	Prima Vista Subdivision - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
10.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	13,980.37	13,980.37
10.02	1.25" Milling (Max.)	SY	23830	2.20	52,426.00
10.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	23830	11.84	282,147.20
10.04	Temporary Striping and Thermoplastic Final Striping (10 stop bars & Crosswalk)	SY	1	7,025.26	7,025.26
				SUB-TOTAL:	$355,578.83

BID FORM (Page 6 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

BID SUBMITTED BY Hubbard Construction Company **FL CONTRACTOR LICENSE #** CGC059695

ITEM NO.	Lakeshore Gardens Subdivision - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
11.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1	14,498.15	14,498.15
11.02	1.25" Milling (Max.)	SY	25463	1.78	45,324.14
11.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	25463	11.75	299,190.25
11.04	Temporary Striping and Thermoplastic Final Striping (10 Stop Bars & 2 Crosswalks)	SY	1	7,805.84	7,805.84
				SUB-TOTAL:	$366,818.38

TOTAL BASE BID = $ $2,400,891.09

WRITTEN: two million, four hundred thousand, eight hundred ninety-one dollars and nine cents

EXHIBIT C
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Hubbard Construction Company _____, as Principal, and Liberty Mutual 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) $ 120,044.60

One hundred twenty thousand fourty-four dollars and sixty cents

(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 10th day of March, 2026. 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 #26-005 Asphalt Paving Projects for FY 2026 (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.

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.	
_____ (Individual's Signature) _____ (Individual's Signature) doing business as _____ _____ (Business Address) _____ _____ (Telephone No.) (Florida License No.)	(1) _____ (Witness) (2) _____ (Witness) **(SEAL)**

If Bidder is **PARTNERSHIP**, complete this signature block.	
_____ (Partnership Name)	(1) _____ (Witness)
_____ (General Partner's Signature)	(2) _____ (Witness)
_____ (General Partner's Name)	**(SEAL)**
_____ (Business Address)	
_____ _____ (Telephone No.) (Florida License No.)	

If Bidder is **CORPORATION**, complete this signature block.	
Hubbard Construction Company (Corporation Name)	(1) _____ (Witness)
Florida (State of Incorporation)	(2) _____ (Witness)
By: Thomas Craft - Sr. Vice President (Name of Person Authorized to Sign - See Note 1)	**(SEAL)**
_____ (Title)	
_____ (Authorized Signature)	
Alan Cahill - CEO/President (Corporation President)	
1936 Lee Road, Suite 300 Winter Park, FL 32789 (Business Address)	
407-645-5500 (Telephone No.) CGC059695 (Florida License No.)	

SURETY

Liberty Mutual Insurance Company (Surety Business Name)	Witness: (If agency is not a Corporation) (1) George Douaire (Witness) George Douaire
175 Berkeley St,. Boston, MA 02116 (Principal Place of Business)	(2) A A Allie (Witness) Amanda Allie
By: Benjamin A Stahl (Surety Agent's Signature - See Note 2)	Attest: (If Agency is a Corporation)
Benjamin A. Stahl (Surety Agent's Name)	(Corporate Secretary Signature)
Attorney In Fact (Surety Agent's Title)	(Corporate Secretary Name)
Aon Risk Services South, Inc. (Business Name of Local Agent for Surety)	(Corporate Seal)
3 Ravinia Dr., #2200, Atlanta, Ga 30346 (Business Address)	
404-261-3400 (Telephone No.) N/A (Bond No.)	

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 Georgia)

COUNTY OR CITY OF Cherokee)

Before me, a Notary Public, personally came Benjamin A. Stahl known to me, and known to be the Attorney-in-Fact of Liberty Mutual Insurance Company, a Massachusetts Corporation, which (Surety Company) (State)

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said

Liberty Mutual 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 Liberty Mutual Insurance Company. (Surety Company)

Given under my hand and seal this 10th day of March, 2026.

ELIZABETH K. STERLING NOTARY PUBLIC COMMISSION EXPIRES JANUARY 14, 2029 CHEROKEE COUNTY, GEORGIA

(Notary Public) Elizabeth K. Sterling

My Commission Expires 01/14/2029.

END OF SECTION

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213983-016072**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Megan K. Douaire; Sandy K McElhaney; Benjamin A. Stahl; Elizabeth K. Sterling

all of the city of Atlanta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of May, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of March, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT – DECEMBER 31, 2024

Assets		Liabilities	
Cash and Bank Deposits	$4,608,826,756.00	Unearned Premiums	$9,890,896,878.00
*Bonds – U.S Government	$4,281,375,446.74	Reserve for Claims and Claims Expense	$29,467,071,865.00
*Other Bonds	$21,566,489,527.26	Funds Held Under Reinsurance Treaties	$341,948,172.00
*Stocks	$15,589,644,012.00	Reserve for Dividends to Policyholders	$954,025.00
Real Estate	$86,497,925.00	Additional Statutory Reserve	$150,547,865.00
Agents' Balances or Uncollected Premiums	$7,512,975,129.00	Reserve for Commissions, Taxes and Other Liabilities	$5,049,906,410.00
Accrued Interest and Rents	$225,249,712.00	**Total**	**$47,104,416,171.00**
Other Admitted Assets	$19,367,663,200.00	Special Surplus Funds	$174,153,086.00
		Capital Stock	$10,000,075.00
		Paid in Surplus	$13,209,595,772.00
		Unassigned Surplus	$13,415,980,561.00
		Surplus to Policyholders	$27,435,067,490.00
Total Admitted Assets	**$74,539,483,661.00**	**Total Liabilities and Surplus**	**$74,539,483,661.00**

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

LMS-1262/LMIC

EXHIBIT D
CERTIFICATION OF NON-SEGREGATED FACILITIES

The 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. The 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. The 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. The 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 March 24, , 2026.

By: _____

Thomas Craft - Sr. Vice President

(Title)

Official Address (including Zip Code):

1936 Lee Road, Suite 300

Winter Park, Florida 32789

EXHIBIT E - ITB #26-005 BID CONFLICT OF INTEREST DISCLOSURE FORM

The 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 the 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:

X 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:

Hubbard Construction Company
Firm Name


Signature

Thomas Craft - Sr. Vice President
Name and Title (Print or Type)

03/24/2026
Date

EXHIBIT F

CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent 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 the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent 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. The Respondent 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 the Respondent 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 Respondent: Hubbard Construction Company

By: BOSA
(Authorized Signature)

Printed Name and Title: Thomas Craft - Sr. Vice President

Date: 03/24/2026

EXHIBIT G
ITB #26-005 DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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: Hubbard Construction Company

Signed: BOSH

By: Thomas Craft
(Print or Type Name)

Title: Sr. Vice President

Date: 03/24/2026

END OF SECTION

EXHIBIT H - BID #26-005 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.

Hubbard Construction Company
COMPANY NAME

407-645-5500
TELEPHONE (INCLUDE AREA CODE)

N/A
FAX (INCLUDE AREA CODE)

asphalt@hubbard.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

Thomas Craft-Sr. Vice President
NAME/TITLE (PLEASE PRINT)

1936 Lee Road, Suite 300
STREET ADDRESS

Winter Park, FL 32789
CITY STATE ZIP

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

FEDERAL ID # 59-0594298

_____Individual _X___Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 24th day of March, 2026.

Personally Known X or

Produced Identification N/A

N/A
(Type of Identification)

Notary Public - State of Florida
County of Orange

Signature of Notary Public

Notary Public State of Florida
Peggy Jandrew
My Commission HH 480813
Expires 2/10/2028

Peggy Jandrew
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT I
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Hubbard Construction Company [insert contractor company name] 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 Hubbard Construction Company [insert contractor company name] **proof of registration in the E-Verify system is attached to this Affidavit.**

Print Name: Thomas Craft - Sr. Vice President

Date: 03/24/2026

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this March 24, 2026 (date) by Thomas Craft-Sr Vice Pres (name of officer or agent, title of officer or agent) of Hubbard Construction Co. (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 N/A (type of identification) as identification.

[Notary Seal]

Notary Public

Notary Public State of Florida
Peggy Jandrew
My Commission HH 480813
Expires 2/10/2028

Peggy Jandrew

Name typed, printed or stamped

My Commission Expires: 02/10/2028

EXHIBIT J
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: _____
Print Name: Thomas Craft
Print Title: Sr. Vice President
Company Name: Hubbard Construction Company

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24th day of March, 2026, by Thomas Craft, as Sr. Vice President of Hubbard Construction Co., who is ☒ personally known to me or ☐ produced N/A as identification.

_____
Public Notary Signature
Print Notary Name: Peggy Jandrew
My Commission Expires: 02/10/2028

(Seal)

Notary Public State of Florida
Peggy Jandrew
My Commission HH 480813
Expires 2/10/2028

EXHIBIT K
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 Hubbard Construction Co. (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: _____

Printed Name: Thomas Craft

Title: Sr. Vice President

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged ☒ by physical means / ☐ by electronic means before me this 24th day of March 2026, by Thomas Craft, who ☒ is personally known to me / ☐ presented N/A as identification and who ☐ did / ☐ did not take an oath.

Notary Public, Commission Seal: _____

Print Name: Peggy Jandrew

Notary Public State of Florida
Peggy Jandrew
My Commission HH 480813
Expires 2/10/2028

E-Verify

Company ID Number: 383242

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Hubbard Construction Company** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Company ID Number: 383242

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

Company ID Number: 383242

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

Company ID Number: 383242

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 383242

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify

Company ID Number: 383242

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Hubbard Construction Company **Susan Montgomery**	
Name (Please Type or Print) ***Electronically Signed***	Title **01/06/2011**
Signature	Date
Department of Homeland Security – Verification Division **USCIS Verification Division**	
Name (Please Type or Print) **Electronically Signed**	Title **01/06/2011**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Hubbard Construction Company**
Company Facility Address:	**1936 Lee Road**
	Suite 101
	Winter Park, FL 32789
Company Alternate Address:	
County or Parish:	**ORANGE**
Employer Identification Number:	**590594298**

E-Verify

Company ID Number: 383242

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	500 to 999
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- FLORIDA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Susan J Montgomery**		
Telephone Number:	**(407) 623 - 3891**	Fax Number:	**(407) 623 - 3930**
E-mail Address:	**susan.montgomery@hubbard.com**		
Name:	**Tracy E Hunnicutt**		
Telephone Number:	**(407) 623 - 3919**	Fax Number:	**(407) 623 - 3930**
E-mail Address:	**tracy.hunnicutt@hubbard.com**		

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 01,2025

HUBBARD CONSTRUCTION COMPANY
1936 LEE ROAD, SUITE 300
WINTER PARK, FLORIDA 32789

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
BASCULE BRIDGE REHABILITATION, DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BASCULE SPANS, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE, MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MINOR BRIDGES, PAVEMENT MARKING, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, CURB & GUTTER, DRIVEWAYS, IRRIGATION, LIFT STATION, MILLING, PILE DRIVING, RETAINING WALLS, RIP RAP, RUBBLE RIP RAP, SOUNDWALLS, WETLAND MITIGATION AND UNDERGROUND UTILITIES.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

KANADAY, JOSEPH MICHAEL

HUBBARD CONSTRUCTION COMPANY
PO BOX 547217
ORLANDO FL 32854

LICENSE NUMBER: CGC059695

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/06/2024

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.

HUBBARD

Secretary Certificate

The undersigned certifies that he is General Counsel and Secretary of Hubbard Construction Company ("Company"), a Florida corporation presently existing and in good standing, and that the Company has duly authorized, directed, and empowered by resolution the following individuals to execute and deliver on behalf of the Company, in accordance with company policies, any bids, proposals, payment bonds, performance bonds, agreements, contracts and subcontracts, and other contracts for the purchase or sale of materials and services, and amendments to any and all of the foregoing:

Stéphane Abry – Chairman
Alan M. Cahill – President and CEO
Thomas O. Craft – Senior Vice President
Pablo Tunas – Treasurer, CFO, and Assistant Secretary
Gregory T. Gledhill – General Counsel and Secretary
Carmen Budnovich – Controller and Assistant Secretary
William N. Dumas – Assistant Secretary
Tracy Hewett – Assistant Secretary
Dirk D. Story – Assistant Secretary
Laura Rehwaldt – Assistant Secretary
Camel Hollin – Assistant Secretary

Date 2/1/24

Greg Gledhill, Assistant Secretary

CITY OF OCOEE

INVITATION TO BID (ITB) #26-005

ASPHALT PAVING PROJECTS FOR FY 2026

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BID ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

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Submit with Bid

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Invitation to Bid, Legal Advertisement

The City of Ocoee, Florida (the "City") is soliciting sealed bids for the following project: **ITB #26-005 Asphalt Paving Projects for FY 2026.** Proposals will only be accepted electronically through Bonfire/Euna Procurement, a free e-Procurement platform, **until 2:00 pm, local time, on March 24, 2026.** Bids received after that time or through any other method will not be accepted under any circumstances. Bids that have been timely received will be publicly opened, virtually online and the names of the bidders read aloud at that time; instructions will be provided at https://www.ocoee.org/959/Public-Bid-Meetings. All questions regarding this ITB should be in writing to Olena Stokych, Purchasing Analyst, Finance Department/Purchasing at ostokych@ocoee.org OR sent through the questions and answer section of the project file on Bonfire/Euna Procurement. No Pre-Bid conference is scheduled at this time. Prospective bidders may secure a copy of the documents required for submitting a bid at no charge through Bonfire/Euna Procurement by accessing the City's published solicitation page https://ocoee.bonfirehub.com. For more information, please visit https://www.ocoee.org/323/Purchasing. Prospective bidders will be provided with all information regarding this ITB, addenda, and changes to the project requirements through the Bonfire/Euna Procurement e-Procurement Platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, February 22, 2026.

CITY OF OCOEE
INVITATION TO BID ITB #26-005
ASPHALT PAVING PROJECTS FOR FY 2026

INTENT:

Sealed bids for Bid **ITB #26-005** will be received by the City of Ocoee, hereinafter called "City" or "Owner," by any person, firm, corporation or agency submitting a bid for the work proposed, hereinafter called "Bidder", "Respondent", "Contractor", or "Offeror".

The proposed Contract will be for the labor, supervision, materials, equipment, supplies and incidentals for the Asphalt Paving Projects for FY 2026 for the Clarke Road (A.D. Mims Rd – Ocoee Vista Pkwy), Northern Durango Ave, S Lakewood Ave (E Geneva St – E Orlando Ave), Blackwood Ave (Old Winter Garden Rd – W Colonial Dr), Economic Court, Kensington Manor Subdivision, Shoal Creek Subdivision, Windermere Groves Subdivision, Harbour Highlands 2 Subdivision, Prima Vista Subdivision, Lakeshore Gardens Subdivision, in the City of Ocoee, as listed under the "Scope of Work/Bid Form" sections of this Invitation to Bid.

BIDDING INSTRUCTIONS:

A. Each Bidder shall furnish the information required on the bid form supplied and each accompanying sheet thereof on which an entry is made. Bids submitted on any other format shall be disqualified. Please check your prices before submission of bid, as no changes will be allowed after bid opening. Bids must be typewritten or handwritten using ink. Do not use pencil. No erasures are permitted. Mistakes may be crossed out and the correction typed adjacent and must be initialed and dated by the person signing the bid. Bid documents must be signed by a legally responsible representative, officer, or employee and should be properly witnessed and attested. All bids should also include the name and business address of any person, firm, or corporation interested in the bid, either as a principal, member of a firm, or general partner. If the Bidder is a corporation, the bid should include the name and business address of each officer, director, and holder of 10% or more of the stock of such corporation.

B. The City will receive questions regarding this ITB through the Bonfire/Euna Procurement Platform or through written inquiries directed to Olena Stokych, Purchasing Analyst at ostokych@ocoee.org. Deadline for receipt of written inquiries will be **March 12, 2026, at 2:00 p.m., local time.** Any clarifications/changes will be made by way of written addenda only, issued by the Finance Department/Purchasing. Bidders should not contact City staff, with the exception of the Procurement Manager, 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.

C. Prospective Bidders may secure a free copy of the documents required for submitting a Bid through the Bonfire/Euna Procurement platform by accessing the City's published solicitation page at https://ocoee.bonfirehub.com. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective Bidders will be provided with all information regarding this ITB, addenda, and changes to the project requirements through the Bonfire/Euna Procurement platform; there is no charge to use the Bonfire/Euna Procurement platform. Partial sets of the documents required for submitting a Bid will not be issued.

The City is **ONLY** accepting electronic solicitation responses online through the City's Bonfire/Euna Procurement platform at https://ocoee.bonfirehub.com. This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the ***Current Open Solicitations*** menu. All Bid submissions for this ITB **MUST** be submitted through the Bonfire/Euna Procurement Platform. 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/Euna Procurement e-procurement platform. Bonfire/Euna Procurement platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Registration with Bonfire/Euna Procurement is free and is required prior to submitting a bid. You will be required to register once you click the "PREPARE YOUR SUBMISSION" in the solicitation file. It is suggested your company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Bonfire/Euna Procurement 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/Euna Procurement, bidders will be able to submit a bid securely, any time before the bid submission deadline, at https://ocoee.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/Euna Procurement platform and an email confirmation of the bid submission. Bids submitted on the Bonfire/Euna Procurement 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 responses upon the bid deadline.** A virtual public bid opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings. 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.

D. Bidders shall submit one (1) complete electronic copy, preferably in a single file, of their Bid on the Bonfire/Euna Procurement Platform. Bids must be received and by Bonfire/Euna Procurement no later than **2:00 p.m., local time, on March 24, 2026.** Any attempt to submit a bid after the bid deadline will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. It shall be the sole responsibility of the Bidder to have the bid **uploaded and submitted** on the Bonfire/Euna Procurement Platform prior to the due date and time.

File Uploads – Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire/Euna Procurement Platform. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Respondents will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

E. All Bidders shall thoroughly examine and become familiar with the bid package and carefully note the items which must be submitted with the bid, such as:

a) Bid Security in the form of a Cashier's or Certified check or Bid Bond;
b) Addenda acknowledgement, if applicable;
c) List of References/Experience;
d) List of Subcontractors/Temporary Worker Agencies;
e) Equipment Listing;
f) Summary of Litigation;
g) Exceptions;
h) Bid Form;
i) Certification of Non-segregated Facilities Form;
j) Conflict of Interest Disclosure Form;
k) Certification Regarding Scrutinized Companies' List;
l) Drug free workplace Form
m) Company information/signature sheet;
n) Contractor E-Verify Affidavit;
o) Human Trafficking Affidavit;
p) Company Not an Entity of Foreign Country of Concern;
q) Any other information specifically called for in these Bid Documents.

F. **Submission of a bid shall constitute an acknowledgment that the Bidder has complied with Paragraph E.** The failure or neglect of a Bidder to receive or examine a bid document shall in no way relieve it from any obligations under its bid or the contract. No claim for additional compensation that is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work will be allowed. All items quoted shall be in compliance with the bid documents/scope of work.

G. A Pre-Bid Conference has not been scheduled for this project.

H. Any response by the City to a request by a prospective Bidder for clarification or correction will be made in the Bonfire/Euna Procurement ITB file or in the form of a written addendum, which will be distributed via Bonfire/Euna Procurement not later than twenty-four (24) hours before bid opening. It shall be the responsibility of each Bidder to obtain a copy of all issued Addenda. The City reserves the right to issue Addenda concerning date and time of bid opening at any time up to the date and time set for bid opening. **In case any Bidder fails to acknowledge receipt of any such Addendum, its bid will nevertheless be construed as though the Addendum had been received and acknowledged**. **Submission of a bid will constitute acknowledgment of the receipt of the Bid Documents and all Addenda**. Only interpretations or corrections provided by written Addenda shall be binding on the City. Bidders are cautioned that any other source by which a Bidder receives information concerning, explaining, or interpreting the Bid Documents shall not bind the City.

I. Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its bid:
   a) Submission of more than one (1) bid for the same work by an individual, firm, partnership or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships or corporations under common control may be considered to be the same entity;
   b) Evidence of collusion between or among Bidders;
   c) Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;

d) Poor, defective, or otherwise unsatisfactory performance of work for the City or any other party on prior projects that, in the City's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or
e) Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its bid.

J. **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.]

K. **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.

L. **PUBLIC RECORDS COMPLIANCE.** The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law.
Specifically, the Contractor shall:
1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE

CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, CCDL@ocoee.org, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.

M. **No bid may be withdrawn for a period of ninety (90) days after the time and date scheduled for the bid opening. A request for withdrawal or a modification of a bid may be submitted to the Purchasing Agent, in writing, at any time prior to the deadline for submitting bids. After expiration of the deadline for receiving bids, no bid may be withdrawn or modified.**

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.

(Remainder of page left blank intentionally.)

GENERAL TERMS & CONDITIONS:

1. BID SECURITY:

a) Each proposal must be accompanied by Bid Security in the form of a Cashier's/Certified Check or company check upon an incorporated bank or trust company **or** a Bid Bond in an amount equal to five percent (5%) of the amount of the bid. A combination of any of the former is not acceptable. Cash will not be accepted as Bid Security. The Bid Security is submitted as a guarantee that the respondent, if awarded the Contract, will after written notice of such award, enter into a written Contract with the City and as a guarantee that the respondent will not withdraw its bid for a period of ninety (90) days after the scheduled closing time for the receipt of bids, in accordance with the accepted bid and bid documents. Please note checks will be deposited.

b) A copy of the bid security is to be included with the bid submitted electronically Bonfire/Euna Procurement. 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: Olena Stokych, Purchasing Analyst, 1 N. Bluford Avenue, Ocoee, FL 34761. Failure to provide the original bid security will cause your bid to be deemed non-responsive.

c) In the event of withdrawal of said bid within ninety (90) days following the opening of bids, or respondent's failure to enter into said contract with the City or failure to provide the City with other requirements of the contract documents or the bid invitation after issuance of Notice of Intent to Award by the City, then such respondent shall be liable to the City in the full amount of the check or bid bond and the City shall be entitled to retain the full amount of the check or to demand from the Surety the penal sum of the bid bond as liquidated damages and not a penalty.

d) Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond.

e) The cost of the required bond and required insurance coverage is to be included in the respondent's overhead and is not eligible for reimbursement as a separate cost by the City.

f) The checks of the three (3) most favorable respondents will be returned within three (3) days after the City and the successful respondent have executed the contract for work or until the 91st day after bid opening, whichever is earlier. The remaining checks will be returned within thirty (30) days after the opening of bids. Bid Bonds will be returned upon request following the same criteria as a check.

2. PERFORMANCE AND PAYMENT BONDS

(Required if Project is over $200,000.00.)

a) The Successful Bidder shall furnish the City with a State of Florida 100% Performance and a 100% Payment Bond written by a Surety Company acceptable to the City. Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond. The attached Performance and Payment Bond Forms shall be used.

b) The cost of the Payment and Performance Bonds shall be borne by the Successful Respondent. The bonds shall be accompanied by duly authenticated or certified documents, in duplicate, evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the bonds. The date of the certification cannot be earlier than the Agreement.

3. DEFAULT:

As a result of bids received under this Invitation, the award of the contract may be based, in whole or in part, on delivery and specification factors. Accordingly, should the Contractor not meet the delivery deadline(s) set forth in the specifications or should the Contractor fail to perform any of the other provisions of the specifications and/or other contract documents, the City may declare the Contractor in default and terminate the whole or any part of the contract. Upon declaring the Contractor in default and the contract in whole or in part, the City may procure and/or cause to be delivered the equipment, supplies, or materials specified, or any substitutions thereof and the Contractor shall be liable to the City for any excess costs resulting therefrom. In the event the Contractor has been declared in default of a portion of the contract, the Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this paragraph. Where the Contractor fails to comply with any of the specifications, except for delivery deadline(s), the City may, in its discretion, provide the Contractor with written notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specified period of time. Such notification shall not constitute a waiver of any of the City's rights and remedies hereunder.

4. PATENT INDEMNITY:

Except as otherwise provided, the successful Bidder agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and persons employed or utilized by the Respondent in the performance of the construction contract.

Further, the Respondent shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials.

5. PRICING:

Pricing should be provided as indicated on the Scope of Work/Bid Sheet attached, to include any alternate bids. Please note that alternate bids will not be accepted unless specifically called for on the Scope of Work/Bid Sheet. In case of a discrepancy between the unit price and extended price, the unit price will be presumed to be correct. Cost of preparation of a response to this bid is solely that of the bidder and the City assumes no responsibility for such costs incurred by the bidder.

The Bid form should not be completed in pencil. All entries on the Bid form shall be legible. The City reserves the right, but does not assume the obligation, to ask a Bidder to clarify an illegible entry on the Bid form. If the Bid form requires that the Bid price, or constituent portions of the Bid price, be stated in unit prices and total price; the unit prices and the total price for the stated number of units identified on the Bid form should be provided by the Bidder and be correctly computed. If there is an arithmetical conflict, between the unit price stated by the Bidder on the Bid form and the total price stated by the Bidder on the Bid form, the unit price stated by the Bidder on the Bid form shall take precedence. The City may

unilaterally correct such arithmetical conflict on the Bid form to calculate the total price, utilizing the unit prices that have been identified by the Bidder. The taking of such action by the City shall not constitute grounds for the Bidder to withdraw its bid nor shall it provide a defense constituting discharge of the bid bond. The City reserves the right, but does not assume the obligation, to waive any mistake, omission, error or other irregularity that may appear on the Bid form. However, the City reserves the right to reject as non-responsive Bid forms that are incomplete or contain information that is not required.

a) The Bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and unused (unless specifically so stated) and that the quality has not deteriorated so as to impair its usefulness.
b) The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restriction competition, as to any matter relating to such prices with any other Bidder or with any competitor;
c) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor;
d) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Every contract, combination or conspiracy in restraint of trade or commerce in this State is unlawful (s. 542.18, Florida Statutes, and all applicable federal regulations);
e) Bidder warrants the prices set forth herein do not exceed the prices charged by the Bidder under a contract with the State of Florida Purchasing Division; and
f) Bidder agrees that supplies/services furnished under this quotation, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

6. DISCOUNTS:

a) Trade and time payment discounts will be considered in arriving at new prices and in making awards, except that discounts for payments within less than 30 days will not be considered in evaluation of bids. However, offered discounts will be taken for less than 30 days if payment is made within discount period.
b) In connections with any discount offered, time will be computed from date of delivery and acceptance at destination, or from the date correct invoice is received in the office of Finance, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of City Check.

7. SAMPLES:

Samples of items, when required, must be furnished free of expense to the City and, if not called for within fifteen days from date of bid opening, same will be disposed of in the best interest of the City.

8. AWARD CRITERIA:

The contract will be recommended to be awarded to the overall lowest most responsive and responsible Bidder according to the following criteria:

- Compliance with scope of work, specifications, terms, and conditions

- Bid price, the City will evaluate the Total Base Bid including alternates as the basis of review and award provided the total bid is within budget. For clarification, Mobilization shall be 5% of the total bid amount plus any Add Alternates.
- Warranty offered
- Experience with similar work
- Successful reference check

9. LITERATURE:

If required by the scope of work, or the specifications, descriptive literature/brochures shall be included with this bid in order to properly evaluate make/model offered. Bids submitted without same may be considered non-responsive and disqualified.

10. BID PROTESTS:

All Bid Protests shall be submitted to the Procurement Manager in the following manner:

1. A Bidder **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.

2. A bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.

3. The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.

4. The bid protest **shall** be filed with the Procurement Manager not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.

5. The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

11. PAYMENT TERMS:

Payment will be based upon monthly applications for payment properly submitted by the Contractor to the Owner and based upon the percentage of work complete. Retainage shall be five (5) percent of work to date based on the progress payment, including all change orders. All retainage amounts shall be paid when the work is complete, unless otherwise stated in the contract. Payment for all applications for payment for work properly completed shall be made, not later than the Twenty-fifth (25^{th}) business day after the date on which the properly submitted Application for Payment is initially received by the Owner.

No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services, have been received and accepted by the City in the quality and quantity ordered.

Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.

The City of Ocoee, Florida has the following tax exemption certificates assigned:

- Florida Sales & Use Tax Exemption Certificate No. 85-8013779974C-0; and
- Pursuant to Chapter 212, Florida Statutes, the City is exempt from federal excise, state, and local sales taxes.

12. CONTRACT:

a) The successful Bidder, hereinafter referred to as "Contractor," will be required to enter into a contract with the City. The contract shall be a written agreement similar to the ASCE standard construction contract or City-issued purchase order. Construction time will be sixty (60) days from the Notice to Proceed for substantial completion and one hundred and twenty (120) days from the Notice to Proceed for final completion.

b) The City may in its sole discretion award any additional work, whether in the existing area, or in any additional area, to any third party, or such work may be performed by the City's employees. Contractor will be expected to cooperate with any or all other Contractors who may be performing work for the City.

13. SAFETY/OSHA REQUIREMENTS:

The Bidder guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

a) All contractors are required to comply with the Congressional Federal Register (CFR) of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910, General Industry Standards, that are applicable in construction work.
b) The prime contractor is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
c) Assure that a certified first aid person is designated, phone numbers of physicians, hospital and ambulance services are posted (copy to Personnel Director, City of Ocoee) and that a first aid kit is available.
d) All individuals are required to wear hard hats on all construction sites.
e) Provide personal protective equipment that may be required for jobs in progress (e.g.: hard hats, safety glasses, respirators, ear protection, long pants and shirts, etc.).
f) Observe the speed limit on City property.
g) Construction areas cleaned **daily**; excavations must be barricaded or flagged until backfilled. In some cases, bracing, shoring and sloping may be required.
h) Scaffolds shall have guard rails on all open sides and secured to prevent displacement.

i) Powder actuated stud guns or low velocity and/or similar powder actuated tools require eye and ear protection as well as to ensure that all unauthorized personnel are well clear.
j) Welding and cutting - a fire watch and appropriate fire extinguisher shall be provided and combustible materials cleaned up.
k) All heavy equipment must have, where applicable, (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (3) fire extinguisher, (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.
l) Construction material shall not be stored so as to block exits.
m) Ground fault circuit interrupters are required on all electrical circuits not part of the permanent wiring of the building.
n) Personal fall protection must be provided at elevations exceeding ten (10) feet.
o) Per City Ordinance, any Contractor using construction dumpsters within the City of Ocoee must obtain these services through Superior Waste Services of Florida, Inc.

14. DRUG-FREE WORKPLACE:

Provide a statement concerning the Bidder's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program. Submit the attached drug free workplace form with bid documents. **Bidder must complete and submit the attached Drug-Free Workplace Form with bid.**

15. CERTIFICATION OF NON-SEGREGATED FACILITIES:

The Bidder certifies that the Bidder does not and will not maintain or provide for the Bidder's employees any segregated facilities at any of the Bidder's establishments and that the Bidder does not permit the Bidder's employees to perform their services at any location, under the Bidder's control, where segregated facilities are maintained. The 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 room, work areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking facilities provided for employees which are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed contractors for specific time periods) the Bidder will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that the Bidder will retain such certifications in the Bidder's files.

The non-discriminatory 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 U.S. Secretary of labor, are incorporated herein. **Bidder must submit the attached form with bid.**

16. CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:

The Bidder declares by submission of a bid package that the only persons, or parties interested in their bid are those named herein, that this bid is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's

submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

The Bidder certifies that no City Commissioner, other City Official or City employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The 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, the Bidder agrees to immediately notify the City in writing. **Bidder must submit the attached Conflict of Interest Disclosure form.**

The Bidder further declares that a careful examination of the scope of services, instructions, and terms and conditions of this bid has occurred, and that the bid is made according to the provisions of the bid documents, and will meet or exceed the scope of services, requirements, and standards contained in the Bid documents.

Bidder agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Bidder offers and agrees that if this negotiation is accepted, the Bidder will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder. The bid constitutes a firm and binding offer by the Bidder to perform the services as stated.

17. PUBLIC ENTITY CRIME STATEMENT:

All invitations to bid as defined by Section 287.012(16), Florida Statutes, requests for proposals as defined by Section 287.012(23), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"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 a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of 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 contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

All Bidders who submit a Bid or Request for Proposal to the City of Ocoee are guaranteeing that they have read the previous statement and by signing the bid documents are qualified to submit a bid under Section 287.133 (2)(a), Florida Statutes.

18. SCRUTINIZED COMPANIES:

Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that the 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. **Bidder must submit the attached form with bid.**

19. 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.

20. HUMAN TRAFFICKING:

Pursuant to Florida Statute, §787.06(13), when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in §787.06(2)(a) Florida Statutes. **Bidder must complete and submit the attached affidavit with bid.**

21. FOREIGN COUNTRIES OF CONCERN:

Pursuant to Florida Statute 287.138(4)(a), a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in Florida Statute 287.138(2)(a)-(c). **Bidder must complete and submit the attached affidavit with bid.**

22. PERMITS/LICENSES/FEES:

a) Any permits, licenses or fees required will be the responsibility of the contractor; no separate payments will be made. Permit fees are waived for any City of Ocoee permits required.

b) The City requires a City of Ocoee registration if permitting is required. Please contact the City's Building Department at (407)905-3100 extension 1000, directly for information concerning this requirement.
c) Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the contractor.

23. E-VERIFY REGISTRATION AND USE.

By entering into the Contract, the awarded Contractor is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.

C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. **Bidder must complete and submit the attached Contractor E-Verify affidavit with bid.**

24. INSURANCE REQUIREMENTS:

The Contractor shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by 440.57, Florida Statutes.

a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.
b) Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of $500,000/$500,000/$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected.
   - Include Waiver of Subrogation in favor of the City of Ocoee
c) Contractor's Public Liability and Property Damage Insurance: The Contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Contractor and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amounts of such insurance shall be the minimum limits as follows:

1) Automobile Bodily Injury Liability & Property Damage Liability
   - $1,000,000 Combined single limit per occurrence (each person, each accident)
   - All covered automobile will be covered via symbol 1
   - Liability coverage will include hired & non-owned automobile liability
   - Include Waiver of Subrogation in favor of The City of Ocoee

2) Comprehensive General Liability (Occurrence Form) - this policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Contractor is primary and non-contributory.
   - $2,000,000 GENERAL AGGREGATE
   - $2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
   - $1,000,000 PER OCCURRENCE
   - $1,000,000 PERSONAL & ADVERTISING INJURY
   - Include Waiver of Subrogation in favor of the City of Ocoee

3) Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.

4) Owner's Protective Liability Insurance: **n/a for this project**.

5) Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 AGGREGATE

6) Commercial Umbrella:
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 Aggregate
   - Including Employer's Liability and Contractual Liability

7) Builders Risk: **n/a for this project**

8) Certificates of Insurance: Certificate of Insurance Form (see sample attached), naming the City of Ocoee as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:

   - The name of the Insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date.
   - Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JC FRAZE-1 | DATE (MM/DD/YYYY) 11/04/04

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Contractor's Name
Address

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AM Best Rating A- or Better	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
X	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC				EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
X	X	EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$ 1,000,000
						AGGREGATE	$ 2,000,000
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER Builders Risk				Any 1 Loc Any 1 Occ	100,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.

CERTIFICATE HOLDER

OCOEE01

City of Ocoee
150 N. Lakeshore Drive
Ocoee FL 34761-2258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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SAMPLE

25. LIST OF SUBCONTRACTORS:

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY
NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

_____
_____
_____
_____
_____
_____
_____

(Attach additional sheets if necessary)

The Bidder certifies that the Bidder has investigated each subcontractor/temporary worker agency listed and has received and has in the 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.**

26. EQUIPMENT LISTING:

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

_____
_____
_____
_____
_____
_____
_____

27. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK

The Bidder shall complete the following blanks regarding experience with similar type of work. Bidder must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three years.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT

_____
_____
_____
_____
_____
_____
_____

Have you any similar work in progress at this time? Yes___ No ___.
Length of time in business_____
Have you ever failed to complete work awarded to you? If so, where and why?

_____

Bank or other financial references**:**

_____
_____
_____
_____
_____
_____
_____

(Attach additional sheets if necessary)

28. 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.

_____
_____
_____
_____
_____
_____
_____

29. EXCEPTIONS:

Does Respondent have any Exceptions to the Scope of Services or terms of the Contract Documents? Yes _____ No _____

List any exceptions you have to this scope of services or contract terms. (**Note: exceptions will not be considered after award.**) The City reserves the right to accept or reject any requested exceptions. If Respondent leaves this question blank, Respondent agrees it has no exceptions.

_____
_____
_____
_____
_____
_____

(Attach additional sheets if necessary)

30. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No._____ Dated _____
No._____ Dated _____
No._____ Dated _____
No._____ Dated _____
No._____ Dated _____

(Remainder of page left blank intentionally)

EXHIBIT A

CITY OF OCOEE
ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

CLARKE ROAD (A.D. MIMS RD – OCOEE VISTA PKWY)
MILL AND RESURFACING

NORTHERN DURANGO AVE
MILL AND RESURFACING

S LAKEWOOD AVE (E GENEVA ST – E ORLANDO AVE)
MILL AND RESURFACING

BLACKWOOD AVE (OLD WINTER GARDEN RD – W COLONIAL DR)
MILL AND RESURFACING

ECONOMIC COURT
MILL AND RESURFACING

KENSINGTON MANOR SUBDIVISION
MILL AND RESURFACING

SHOAL CREEK SUBDIVISION
MILL AND RESURFACING

WINDERMERE GROVES SUBDIVISION
MILL AND RESURFACING

HARBOUR HIGHLANDS 2 SUBDIVISION
MILL AND RESURFACING

PRIMA VISTA SUBDIVISION
MILL AND RESURFACING

LAKESHORE GARDENS SUBDIVISION
MILL AND RESURFACING

SCOPE OF WORK

The City of Ocoee, Florida (City) is soliciting bids from qualified contractors to mill and resurface using SP-9.5, SP-12.5 and FC-12.5 Asphaltic Concrete. Refer to description of services and technical specifications provided herewith. All work of this contract shall conform to the applicable technical specifications of Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction" Latest Edition, and "Roadway and Traffic Design Standards" Latest Edition including any amendments thereto. The CONTRACTOR shall acquire his own copies of the FDOT Standards.

All work is to be done in accordance with the drawings prepared by the City of Ocoee, the Measure and Payment section, below, and other bid documents. The total base bid price must include all costs required to complete the work, whether or not the materials and labor are explicitly listed. Quantities shown in the Bid Form are summarized from the plans. Such quantities are provided as an aid to preparing bids and are not binding on City as minimum quantities. Payment will be based on installed and accepted quantities.

Work is to be performed during normal business hours of Monday through Friday between 7 am – 5 pm. Any work performed outside of these standard work hours must be authorized by the City of Ocoee Public Works Director.

The City reserves the right to omit one or more bid items, as may be required to stay within the available project budget, when the work is awarded. If this occurs, the City or Contractor may seek to negotiate price changes for lump sum bid items that relate to the overall quantity of work, such as mobilization or maintenance of traffic. Should the City instead award one or more of the add-alternate bid items, no increases in lump sum unit prices will be permitted, as the add-alternate item bids should be inclusive of all additional effort and costs related to that work.

MEASUREMENT AND PAYMENT

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establish the basis upon which payment will be made. Contractor is required to visit sites and field estimate existing and required striping quantity for Lump Sum Bid.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. CITY or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS (IF APPLICABLE)

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

- Clearing and grubbing (including disposal of excess material)
- Replacement of unpaved roadways, grass and shrubbery plots
- Cleanup
- Testing and placing system in operation
- Any material and equipment required to be installed and utilized for tests
- Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
- Maintaining or detouring of the traffic (Temporary Traffic Control)
- Appurtenant work as required for a complete and operable system
- Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.

- Relocation and/or replacement of irrigation systems disturbed by construction
- Relocation and/or replacement of mail boxes disturbed by construction
- Furnishing adequate sanitary facilities for workers
- Adjustment of valve boxes
- Erosion control mechanisms
- Maintaining Driveway Access for Residences
- Tack for Asphalt

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week's scheduled work.

Work Outside Authorized Limits:
No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the CITY in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the CITY at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

A Change Order is a written order to the CONTRACTOR signed by the CITY authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement. Refer to Change Order Form attached.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The CITY shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The CITY shall issue a written order to the CONTRACTOR directing him to make the change. If the CITY feels that the Contract price should be reduced as a result of the change, the CITY shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

1.09 BID ITEMS

The following numbered paragraphs explain each of the bid items listed on the Bid Form. The paragraphs explain what is included in each item and how it will be paid.

Bid Items 1.01, 2.01, 3.01, 4.01, 5.01, 6.01, 7.01, 8.01, 9.01, 10.01, 11.01
Mobilization / Demobilization and General Requirements and Restoration

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and if necessary the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Permitting is excluded and not the responsibility of the contractor. City of Ocoee shall provide (if necessary) custom signs or message board, only. In addition, payment for Quality Assurance Soil Testing, general Temporary Traffic Control and General Construction Requirements, unless stated under separate bid items, shall be included under this bid item and shall include the CONTRACTOR's overhead costs related specifically to this Contract. The contractor shall also be responsible for miscellaneous concrete and asphalt damage caused by paving equipment or trucks that must be traveled over to access paving areas. This includes valley gutters and concrete drives and sidewalks or brick pavers, asphaltic concrete that may be damaged during construction activities. Demobilization shall be the work of removing temporary facilities from the site. The cost of any fencing, signs, markings, and other items necessary to secure each work site and to notify the public as to the hazards present is explicitly included in this bid item. Insurance and indemnification costs are part of this bid item.

The lump-sum mobilization Bid Price in the Proposal should be limited to a maximum of five percent (5%) of the total Contract Price. Mobilization costs, estimated by the Contractor, that exceed five percent (5%) may be proportioned among and included within other pay item unit prices of the Contract. If the Contractor elects to exceed the five percent (5%) limit on the mobilization Bid Item, the amount exceeding this limit will be paid upon Final Acceptance of the Work. The City will evaluate the Total Base Bid including alternates as the basis of review and award provided the total bid is within budget. For clarification, Mobilization shall be 5% of the total bid amount plus any Add Alternates. Bidder must Bid an all Bid items including any Add Alternate.

Bid Items 2.02, 3.02, 5.02, 6.02, 7.02, 8.02, 9.02, 10.02, 11.02
1.25" Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), and shall include full compensation for all labor, material and equipment required to complete the work. Payment includes full compensation for all materials and equipment required to mill a MAXIMUM of 1.25" of existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. The measurement for payment under this item shall be the actual number of square yards of specified road satisfactorily milled. For Quality Control, if additional milled material is removed caused by scabbing, the contractor must immediately contact the City for direction. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

Bid Items 1.02, 4.02
1.5" Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), and shall include full compensation for all labor, material and equipment required to complete the work. Payment includes full compensation for all materials and equipment required to mill a MAXIMUM of 1.5" of existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. The measurement for payment under this item shall be the actual number of square yards of specified road satisfactorily milled. For Quality Control, if additional milled material is removed caused by scabbing, the contractor must immediately contact the City for direction. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

Bid Items 1.03, 2.03, 3.03, 4.03, 5.03, 6.03, 7.03, 8.03, 9.03, 10.03, 11.03
1.25" Resurface Type SP-9.5, 1.5" Resurface Type FC-9.5, 1.5" Resurface Type FC-12.5

Payment for constructing asphaltic concrete surface course shall be made at the Contract unit price per square yard (SY) placed and accepted, as shown on the Drawings, and shall be full compensation for all labor, material and equipment required to do the work. Payment shall include quality control testing, cleaning, sweeping and tack coat. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the CITY or CITY's representative. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 334 – Superpave Asphalt Concrete. Note: Warm Mix Asphalt is an acceptable option, per the Contractor's request.

Bid Items 1.04, 2.04, 3.05, 4.04, 6.04, 7.04, 8.04, 9.04, 10.04, 11.04
Temporary Striping and Thermoplastic Final Striping

Payment for temporary striping and thermoplastic final striping, stop bars required at each stop sign and RPMs shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing striping and striping notes on the plan sheets along the road, intersections and crosswalks. There are some areas where existing striping is difficult to discern. City recommends bidder visit site to determine quantity.

Bid Items 1.05, 4.05
Traffic Loop System Restoration

Payment for Traffic Signal Loop shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing loop system at intersection signals. City highly recommends bidder visit site.

Bid Item 3.04
Speed Table Restoration

Payment for removing and restoring the existing speed tables shall be paid Each (EA), and shall be placed and accepted, based on the City of Ocoee Speed Table Detail. Payment shall include full compensation for all labor material and equipment required to do the work. Payment shall include the cost of asphalt, cost to stamp the brick pattern, and cost to paint the speed table and advance speed table markings.

Contractor Qualifications

The prime contractor submitting a bid shall be preapproved for the associated FDOT Work Classes for Flexible Paving and Hot Plant-Mixed Bituminous Courses. The party responsible for all work related to the improvements, which may be a subcontractor, will be required to hold the same preapproved FDOT Work Classes. A City of Ocoee right-of-way permit will be required for all improvements. Contractor will be required to secure a right-of-way permit the cost of which will be waived by the City, and to schedule and pass related inspections performed by City staff. A state-licensed electrician will be required to secure a building permit for the electrical power requirements of the work, if any.

Shop Drawings

Where required, the Contractor shall furnish shop drawings to the City in sufficient time to allow a thorough review by City staff while not delaying progress of the work. Shop drawings shall be provided as three complete sets of drawings and specifications. Two sets will be returned to the Contactor; the City will retain one set. All sets returned to the Contactor will be stamped by the City indicating its decision as to the acceptability of the proposed material and manner of incorporation into the work. Any work not provided or installed in accordance with the approved shop drawings and/or the plans and specifications will be rejected by the City and must be replaced with acceptable material and/or workmanship prior to payment.

Construction Schedule

The construction period is **60 calendar days to substantial completion** and **120 calendar days to final completion**. Substantial completion is the point where all facilities may be used for the purpose intended with no significant "punch list" items remaining to be resolved. Note that there is no restoration phase of the work. Each bid item includes related restoration work as part of the bid item. Thus, any facility for which restoration has not been completed and accepted by the City cannot be considered to have reached the point of substantial completion. The construction warranty period begins on the date of substantial completion, which will be recorded using a certificate issued by the City and acknowledged by the Contractor.

The Contractor will be required to furnish a confirmed start date and construction phasing schedule to the City at the preconstruction conference so the period of construction can be determined for each part of the work. The City can delay the start date shown on the Notice to Proceed to allow a reasonable time for approval of shop drawings, mobilization, and similar start-up actions. The City may levy liquidated damages in the amount of $250 for each day beyond the final completion date shown on the Notice to Proceed.

The number of unfavorable weather days that are not included in the 60-day construction period to Final Completion. The City will evaluate any time extension sought by Contractor in light of these built-in time considerations.

Warranty Period

The Contractor is to provide a minimum one-year warranty beginning on the date of substantial completion, as recorded on a certificate of substantial completion issued by the City to the Contractor. The City will perform periodic inspections of the work and note any items that require correction. Unless posing a danger to the public, potentially leading to further damage to the affected improvement if not corrected, the City will normally wait to compile a list of all required corrective actions and transmit it to the Contractor near the end of the warranty period.

The period allowed for correction of all noted warranty repair issues is generally 30 days, but may be extended in consideration of the need to fabricate or receive necessary materials, arrange for the work to be performed by a subcontractor, and other reasonable causes. The notice of required corrective action will include the period allowed for correction. The City may levy liquidated damages in the amount of $250 for each day beyond the final completion date shown on the notice. Any corrective work provided may be subject to a warranty extension determined by the City, but in no case longer than one year in duration from the date of correction.

Payments

Contractor will be required to use the attached progress payment form and the final payment will need to be accompanied by a release of lien from all subcontractors and suppliers.

END OF SECTION

CITY OF OCOEE
1 N. Bluford Avenue
Ocoee, Florida 34761

ITB #26-005 ASPHALT PAVING PROJECTS FY 2026

CHANGE ORDER FORM

DATE: _____ PURCHASE ORDER: _____

The following changes are hereby made to the CONTRACT DOCUMENTS.

Original CONTRACT PRICE	$0.00
Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDERS	$0.00
Net Increase (Decrease) Resulting from this CHANGE ORDER	**[$0.00]**
The current CONTRACT PRICE including this CHANGE ORDER	**[$0 .00]**
Original CONTRACT COMPLETION DATE:	[original contract date]
Current CONTRACT COMPLETION DATE adjusted by previous CHANGE ORDERS	[current contract date]
Net Increase Resulting from this CHANGE ORDER	**[number] days**
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	**[new contract date]**

CHANGES ORDERED:

I. REQUIRED CHANGES

II. JUSTIFICATION

III. NARRATIVE OF NEGOTIATIONS

IV. PAYMENT

V. APPROVAL AND CHANGE AUTHORIZATION

This proposed change to the Contract requires approval by the Ocoee City Commission or the City Manager, dependent upon project approval authority, in order to supplement the project budget to fund the changes. It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in Contract Price and Time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications of performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the OWNER for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the OWNER arising from or relating to the matters or Work set forth or contemplated by this Change Order.

RECOMMENDED BY:

CITY OF OCOEE, FLORIDA

By: _____
Signature

Date: _____

Title: _____

ACCEPTED BY:

[contractor name]

By: _____
Signature

Date: _____

Title: _____

APPROVED BY:

CITY OF OCOEE, FLORIDA

By: _____
Public Works Director

Date: _____

By: _____
Director of Finance

Date: _____

By: _____
City Manager

Date: _____

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF _____ , 20___

By: _____
City Attorney

APPROVED BY THE CITY OF OCOEE COMMISSION IN A MEETING HELD ON _____, 20___ UNDER AGENDA ITEM NO. _____.

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No._____ _____Progress Payment _____Final Payment

Contractor: _____ Contract Date: _____

Application Date: _____ For Period Ending _____

City Project No.: _____ Account No.: _____ P.O. No.: _____

Project Name: **ITB #26-005 Asphalt Paving Projects for FY 2026**

Construction Start Date: _____ End Date: _____

Construction Days - Elapsed: _____ Remaining: _____

1. Original Contract Amount $_____
2. Sum of Approved Change Orders to Date (from Table) $_____
3. Current Contract Amount (Sum of Lines 1 and 2) $_____
4. Total of Prior Pay Applications (including retainage) $_____
5. Amount of this Pay Application (including retainage; from Bid Item Quantity Spreadsheet) $_____
6. Total Earned to Date (Sum of Lines 4 and 5) $_____
7. Retainage Held from Prior Pay Applications $_____
8. Retainage to Be Held in this Pay Application $_____
9. Total Retainage Held to Date (Sum of Lines 7 and 8) $_____
10. Total Earned to Date Less Retainage (Line 6 minus Line 9) $_____
11. Total Earned less Retainage for this Pay Application (Line 5 minus Line 7) $_____

Approved Change Orders

Change Order No.	Date Approved by City	Date Accepted by Contractor	Total Change in Contract Price
		Total (Write in Line 2, above)	

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____, 20____ _____
(Contractor)

By:_____
(Name)

_____
(Title)

COUNTY OF_____

STATE OF_____

Before me on this _____ day of _____, 20__, personally appeared _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor above mentioned; that(s) he executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

_____
Notary Public
My Commission Expires_____

Payment shown on Line 11 is recommended by City's Resident Project Representative:

By:_____ Date: _____
(Authorized Signature)

Owner's Approval By:_____
(Authorized Signature)

Date:_____ _____
(Title)

EXHIBIT B
BID FORM (Page 1 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

ITEM NO.	Clarke (AD Mims - Ocoee Vista) - D4	UNIT	QTY	UNIT PRICE	ITEM TOTAL
1.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1		
1.02	1.5” Milling (Max.)	SY	9119		
1.03	1.5” Resurface Type FC-9.5 Asphalt Paving	SY	9119		
1.04	Temporary Striping and Thermoplastic Final Striping	LS	1		
1.05	Traffic Loop System Restoration	LS	1		
				SUB-TOTAL:	

ITEM NO.	Northern Durango Ave - D1	UNIT	QTY	UNIT PRICE	ITEM TOTAL
2.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1		
2.02	1.25” Milling (Max.)	SY	3884		
2.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	3884		
2.04	Temporary Striping and Thermoplastic Final Striping (1 stop bar & crosswalk)	LS	1		
				SUB-TOTAL:	

BID FORM (Page 2 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

BID SUBMITTED BY _____FL CONTRACTOR LICENSE #_____

ITEM NO.	S Lakewood Ave (E Geneva - E Orlando) - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
3.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1		
3.02	1.25” Milling (Max.)	SY	3000		
3.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	3000		
3.04	Speed Table Restoration per City Detail (Price to include cost to stamp and paint)	EA	3		
3.05	Temporary Striping and Thermoplastic Final Striping (1 stop bar)	LS	1		
				SUB-TOTAL:	

ITEM NO.	Blackwood (OWG - 50) - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
4.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1		
4.02	1.5” Milling (Max.)	SY	8350		
4.03	1.5" Resurface Type FC-12.5 Asphalt Paving	SY	8350		
4.04	Temporary Striping and Thermoplastic Final Striping	LS	1		
4.05	Traffic Loop System Restoration	LS	1		
				SUB-TOTAL:	

BID FORM (Page 3 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

BID SUBMITTED BY _____FL CONTRACTOR LICENSE #_____

ITEM NO.	Economic Ct - D3	UNIT	QTY	UNIT PRICE	ITEM TOTAL
5.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1		
5.02	1.25” Milling (Max.)	SY	657		
5.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	657		
				SUB-TOTAL:	

ITEM NO.	Kensington Manor Subdivision - D4	UNIT	QTY	UNIT PRICE	ITEM TOTAL
6.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1		
6.02	1.25” Milling (Max.)	SY	22595		
6.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	22595		
6.04	Temporary Striping and Thermoplastic Final Striping (11 Stop bars and crosswalk)	LS	1		
				SUB-TOTAL:	

BID FORM (Page 4 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

BID SUBMITTED BY _____FL CONTRACTOR LICENSE #_____

ITEM NO.	Shoal Creek Subdivision - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
7.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1		
7.02	1.25” Milling (Max.)	SY	12828		
7.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	12828		
7.04	Temporary Striping and Thermoplastic Final Striping (4 Stop Bar & crosswalk)	LS	1		
				SUB-TOTAL:	

ITEM NO.	Windermere Groves Subdivision - D3	UNIT	QTY	UNIT PRICE	ITEM TOTAL
8.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1		
8.02	1.25" Milling (Max.)	SY	23380		
8.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	23380		
8.04	Temporary Striping and Thermoplastic Final Striping (9 Stop Bar)	LS	1		
				SUB-TOTAL:	

BID FORM (Page 5 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

BID SUBMITTED BY _____FL CONTRACTOR LICENSE #_____

ITEM NO.	Harbour Highlands 2 Subdivision - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
9.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1		
9.02	1.25" Milling (Max.)	SY	10796		
9.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	10796		
9.04	Temporary Striping and Thermoplastic Final Striping (7 Stop Bar & 2 Crosswalk)	LS	1		
				SUB-TOTAL:	

ITEM NO.	Prima Vista Subdivision - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
10.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1		
10.02	1.25" Milling (Max.)	SY	23830		
10.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	23830		
10.04	Temporary Striping and Thermoplastic Final Striping (10 stop bars & Crosswalk)	SY	1		
				SUB-TOTAL:	

BID FORM (Page 6 of 6)

ITB #26-005 ASPHALT PAVING PROJECTS FOR FY 2026

BID SUBMITTED BY _____FL CONTRACTOR LICENSE #_____

ITEM NO.	Lakeshore Gardens Subdivision - D2	UNIT	QTY	UNIT PRICE	ITEM TOTAL
11.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus any add alternates)	LS	1		
11.02	1.25" Milling (Max.)	SY	25463		
11.03	1.25” Resurface Type SP-9.5 Asphalt Paving	SY	25463		
11.04	Temporary Striping and Thermoplastic Final Striping (10 Stop Bars & 2 Crosswalks)	SY	1		
				SUB-TOTAL:	

TOTAL BASE BID = $ _____

WRITTEN: _____

EXHIBIT C
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____, as Principal, and _____

_____ 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) $_____

_____

(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 _____ day of _____, 20__. 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 #26-005 Asphalt Paving Projects for FY 2026 (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.

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.	
_____ (Individual's Signature) _____ (Individual's Signature) doing business as _____ _____ (Business Address) _____ _____ (Telephone No.) (Florida License No.)	(1) _____ (Witness) (2) _____ (Witness) **(SEAL)**

If Bidder is **PARTNERSHIP**, complete this signature block.	
_____ (Partnership Name) _____ (General Partner's Signature) _____ (General Partner's Name) _____ (Business Address) _____ _____ (Telephone No.) (Florida License No.)	(1) _____ (Witness) (2) _____ (Witness) **(SEAL)**

If Bidder is **CORPORATION,** complete this signature block.	
_____ (Corporation Name) _____ (State of Incorporation) By:_____ (Name of Person Authorized to Sign - See Note 1) _____ (Title) _____ (Authorized Signature) _____ (Corporation President) _____ (Business Address) _____ _____ (Telephone No.) (Florida License No.)	(1) _____ (Witness) (2) _____ (Witness) **(SEAL)**

SURETY

_____ (Surety Business Name) _____ (Principal Place of Business) By:_____ (Surety Agent's Signature - See Note 2) _____ (Surety Agent's Name) _____ (Surety Agent's Title) _____ (Business Name of Local Agent for Surety) _____ (Business Address) _____ _____ (Telephone No.) (Bond No.)	Witness: (If agency is not a Corporation) (1) _____ (Witness) (2) _____ (Witness) Attest: (If Agency is a Corporation) _____ (Corporate Secretary Signature) _____ (Corporate Secretary Name) (Corporate Seal)

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_____)

COUNTY OR CITY OF _____)

Before me, a Notary Public, personally came _____ known to me, and known to be the Attorney-in-Fact of _____, a _____ Corporation, which (Surety Company) (State)

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said

_____ 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 _____.
(Surety Company)

Given under my hand and seal this _____ day of _____, 20__.

_____
(Notary Public)

My Commission Expires _____.

END OF SECTION

EXHIBIT C
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____ _____, (hereinafter referred to as "Principal"), and _____ _____, a corporation organized under the laws of the State of _____ _____and licensed to do business in the State of _____, (hereinafter referred to as "Surety"), and held and firmly bound unto the City of Ocoee, Florida, as Obligee, (hereinafter referred to as "Obligee"), in the Penal Sum of _____, for the payment of which sum well and truly made, Principal and Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____,entered into a contract, (hereinafter referred to as the "Contract") with Obligee for the construction of **ITB #26-005 Asphalt Paving Projects for FY 2026** (hereinafter referred to as the "Project") in accordance with the plans and specifications prepared by City of Ocoee, dated February 2026; and

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT IF Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Contract including, but not limited to, the making of payments to persons or entities providing labor, materials or services to Principal under the Contract, as well as, fulfilling all warranty obligations required after the Certificate of Completion is issued, within the time provided therein, and any extensions thereof that may be granted by the Obligee, and also during the life of any warranty or guaranty required under said Contract, and shall also well and truly perform all undertakings, covenants, terms, conditions, and agreements of any and all duly authorized and modifications of said Contract that may hereafter be made, and shall pay, compensate, indemnify and save harmless the said Obligee of and from any and all loss, damage and expense, or from any breach or default by Principal under the Contract, including, but not limited to, liquidated damages, damages caused by delays in performance of the Principal, expenses, cost and attorneys' fees, including appellate proceedings, that Obligee sustains resulting directly or indirectly from failure of the Principal to perform the Work identified by the Contract, then this obligations shall be null and void; otherwise, it shall remain in full force and effect and Surety shall be liable to Obligee under this Performance Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Obligee's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (I) amendments or modifications to the contract or contract entered into by Obligee and Principal without the Surety's knowledge or consent; (ii) waivers of compliance with or any default under the Contract granted by Obligee to Principal or by Principal to Obligee without the Surety's knowledge or consent; (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings; or (iv) any other action taken by Obligee or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Obligee harmless from any and all loss, damage, cost

and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

Any changes in or under the Contract or the Contract and compliance or noncompliance with any formalities connected with the Contract or the Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or modifications to the Contract.

The said Principal and the said surety agree that this bond shall inure to the benefit of all persons supplying labor and material in the prosecution of the work provided for in the said subcontract, as well as to the Obligee, and that such persons may maintain independent actions upon this bond in their own names.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____Principal

By:_____(SEAL)

_____ (Official Title)

_____Surety

By:_____ (SEAL)

_____ (Official Title)

NOTES: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Surety shall execute and attach a certified copy of Power of Attorney Appointing Individual Attorney-In-Fact for execution of Performance Bond on behalf of Surety.

END OF SECTION

EXHIBIT C
Statutory Payment Bond
Pursuant to Florida Statutes, 255.05, et seq.

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (hereinafter called the "Principal"), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Ocoee, Florida, (hereinafter called the "Obligee"), by bond number _____ in the sum of _____ _____ Dollars and ____Cents ($_____), for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written Contract with the Obligee dated ____ _____, 20__ to perform, as Contractor, in accordance with the Contract and Contract Documents, which Contract and Contract Documents are hereby incorporated herein by reference for **ITB #26-005 Asphalt Paving Projects for FY 2026**.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, that provide or furnish the Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Principal and the Surety agree that this Bond shall inure to the benefit of all claimants, as defined in Section 255.05 (1), Florida Statutes, that provide or furnish the Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in said Contract, and that any such claimant may maintain an independent action upon this Bond in its own name.

The provisions of Florida Statutes, Section 255.05, et seq. are hereby incorporated herein by reference and made a part of this payment bond including, but not limited to, the notice and time limitation provisions in subsection (2). Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____(Seal)
(Principal)

By _____
(Name & Title)

_____
(Signature)

_____
Witness or Secretary's Attestation

_____(Seal)
(Surety)

By _____
(Name & Title*)

_____
(Signature)

_____
Witness or Secretary's Attestation

*Attach Power-Of-Attorney

END OF SECTION

EXHIBIT D
CERTIFICATION OF NON-SEGREGATED FACILITIES

The 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. The 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. The 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. The 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_____ , 20___.

_____

By:

_____

_____
(Title)

Official Address (including Zip Code):

_____

_____

EXHIBIT E - ITB #26-005 BID CONFLICT OF INTEREST DISCLOSURE FORM

The 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 the 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:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

EXHIBIT F
CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent 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 the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent 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. The Respondent 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 the Respondent 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 Respondent:_____

By:_____
(Authorized Signature)

Printed Name and Title:_____

Date:_____

EXHIBIT G
ITB #26-005 DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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:_____

Signed:_____

By: _____
(Print or Type Name)

Title: _____

Date:_____

END OF SECTION

EXHIBIT H - BID #26-005 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.

_____
COMPANY NAME

_____
TELEPHONE (INCLUDE AREA CODE)

_____
FAX (INCLUDE AREA CODE)

_____
E-MAIL ADDRESS

_____
AUTHORIZED SIGNATURE (manual)

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

_____
NAME/TITLE (PLEASE PRINT)

_____

_____
STREET ADDRESS

_____

_____
CITY STATE ZIP

FEDERAL ID #_____

_____Individual _____Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 20____.

Personally Known_____ or

Produced Identification_____

_____
(Type of Identification)

Notary Public - State of _____
County of _____

_____
Signature of Notary Public

_____
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT I
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert contractor company name] 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 _____ [insert contractor company name] **proof of registration in the E-Verify system is attached to this Affidavit.**

_____

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____(date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (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.

[Notary Seal]

_____
Notary Public

_____
Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT J
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: _____
Print Name: _____
Print Title: _____
Company Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202____, by _____, as _____ of _____, who is ☐ personally known to me or ☐ produced _____ as identification.

_____
Public Notary Signature
(Seal)
Print Notary Name:_____
My Commission Expires: _____

EXHIBIT K
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 _____ (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: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

Notary Public, Commission Seal: _____

Print Name: _____

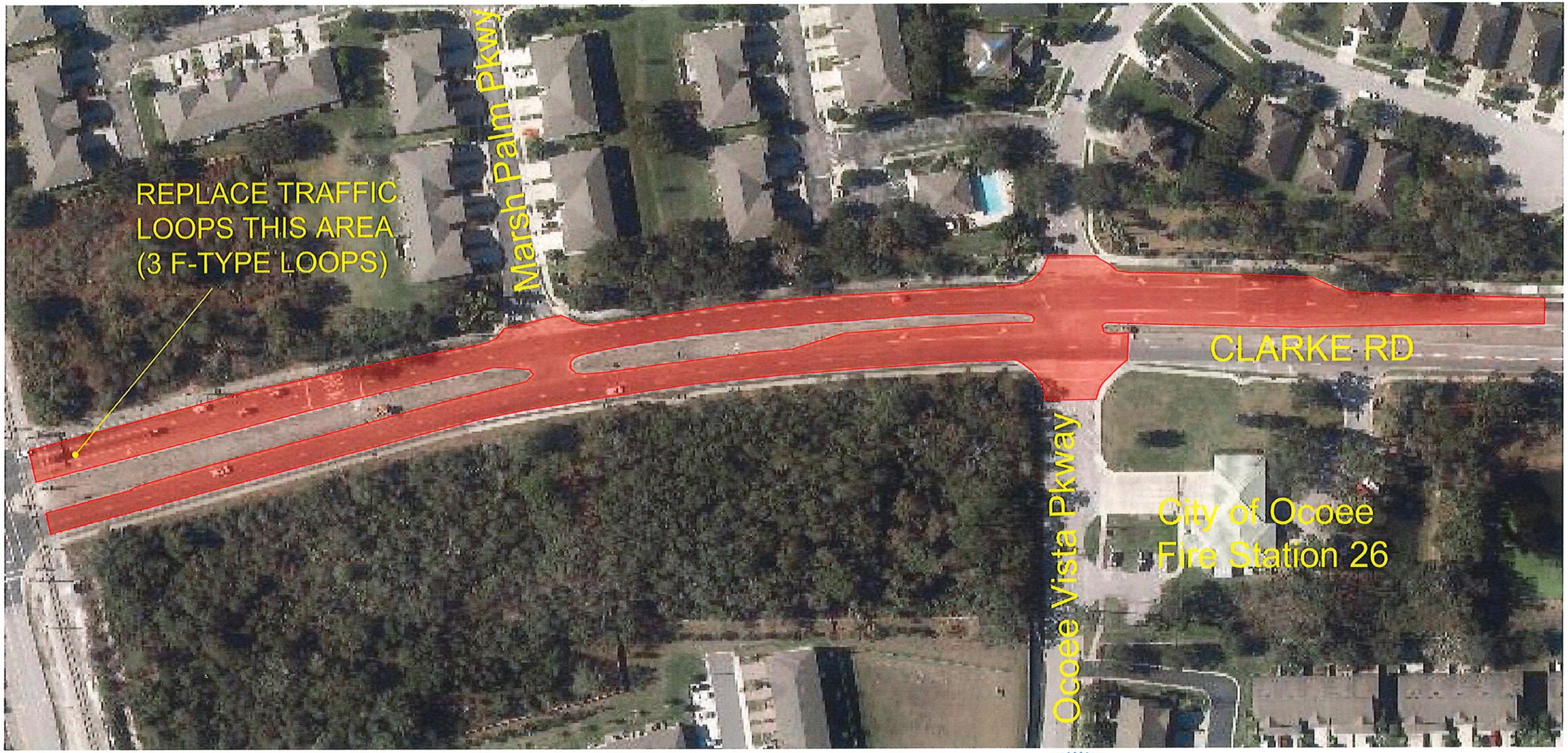
EXHIBIT L

2025-2026 Asphalt Plan Sheets PDF

Plan Sheets Include Plans for All Projects Listed in Exhibit A

1) 1.0: Clarke Road (A.D. Mims Rd – Ocoee Vista Pkwy)
2) 2.0: Northern Durango Ave
3) 3.0: S Lakewood Ave (E Geneva St – E Orlando Ave)
4) 4.0: Blackwood Ave (Old Winter Garden Rd – W Colonial Dr
5) 5.0: Economic Court
6) 6.0: Kensington Manor Subdivision
7) 7.0: Shoal Creek Subdivision
8) 8.0: Windermere Groves Subdivision
9) 9.0: Harbour Highlands 2 Subdivision
10) 10.0: Prima Vista Subdivision
11) 11.0: Lakeshore Gardens Subdivision
12) City of Ocoee Speed Table Detail

1" = 100'
GRAPHIC SCALE
0 50 100



GENERAL CONSTRUCTION NOTES:

1. *CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".*
2. *CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.*
3. *TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.*
4. *CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.*
5. *CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.*
6. *CONTRACTOR TO NOTIFY RESIDENCE AND BUSINESSES PRIOR TO PAVING OPERATIONS.*
7. *CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.*
8. *CONTRACTOR TO INCLUDE ALL TRAFFIC SIGNAL LOOP SYSTEMS IN COST.*

MILEN DARYL WOMACK
LICENSE
No. 94559
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

1.5" MILL AND
1.5" RESURFACE (FC-9.5)
CLARKE ROAD
TOTAL SURFACE AREA = 9119 SY

DESIGNED BY: MDW
DRAWN BY: MDW
CHECKED BY: MJA
DATE PLOTTED: FEB 2026

ENGINEER OF RECORD
MILEN D WOMACK, P.E. # 94559

CITY OF OCOEE, FL
PUBLIC WORKS
1000 E. WHITE HORSE ROAD
OCOEE, FL 34761
PH: 407-905-3170 ext. 1305
FAX: 407-905-3174

PUBLIC WORKS PAVING PROJECTS

CLARKE ROAD
(A D Mims Rd - Ocoee Vista Pkwy)

FIGURE
1.0

1" = 100'
GRAPHIC SCALE
0 50 100



GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

MILEN DARYL WOMACK LICENSE No. 94559 STATE OF FLORIDA PROFESSIONAL ENGINEER

1.25" MILL AND
1.25" RESURFACE (SP-9.5)
Northern Durango Ave
TOTAL SURFACE AREA = 34,955 SF
OR 3884 SY

DESIGNED BY: MDW
DRAWN BY: KDW
CHECKED BY: MJA
DATE CREATED: FEB 2026

ENGINEER OF RECORD
MILEN D WOMACK, P.E. # 94559

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
101 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3113 FAX: 407-905-3175

PUBLIC WORKS PAVING PROJECTS

NORTHERN DURANGO AVE

FIGURE
2.0

1" = 100'
GRAPHIC SCALE
0 50 100



GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. SPEED TABLE REPLACEMENT SHALL FOLLOW ALL SPECIFICATIONS SHOWN IN CITY DETAIL PW000
5. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
6. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
7. CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.
8. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

MILEN DARYL WOMACK
LICENSE
No. 94559
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

1.25" MILL AND
1.25" RESURFACE (SP-9.5)
S Lakewood Ave
TOTAL SURFACE AREA = 27,000 SF
OR 3,000 SY

DESIGNED BY: MDW
DRAWN BY: MDW
CHECKED BY: MJA
DATE CREATED: FEB 2024

ENGINEER OF RECORD
MILEN D WOMACK, P.E. # 94559

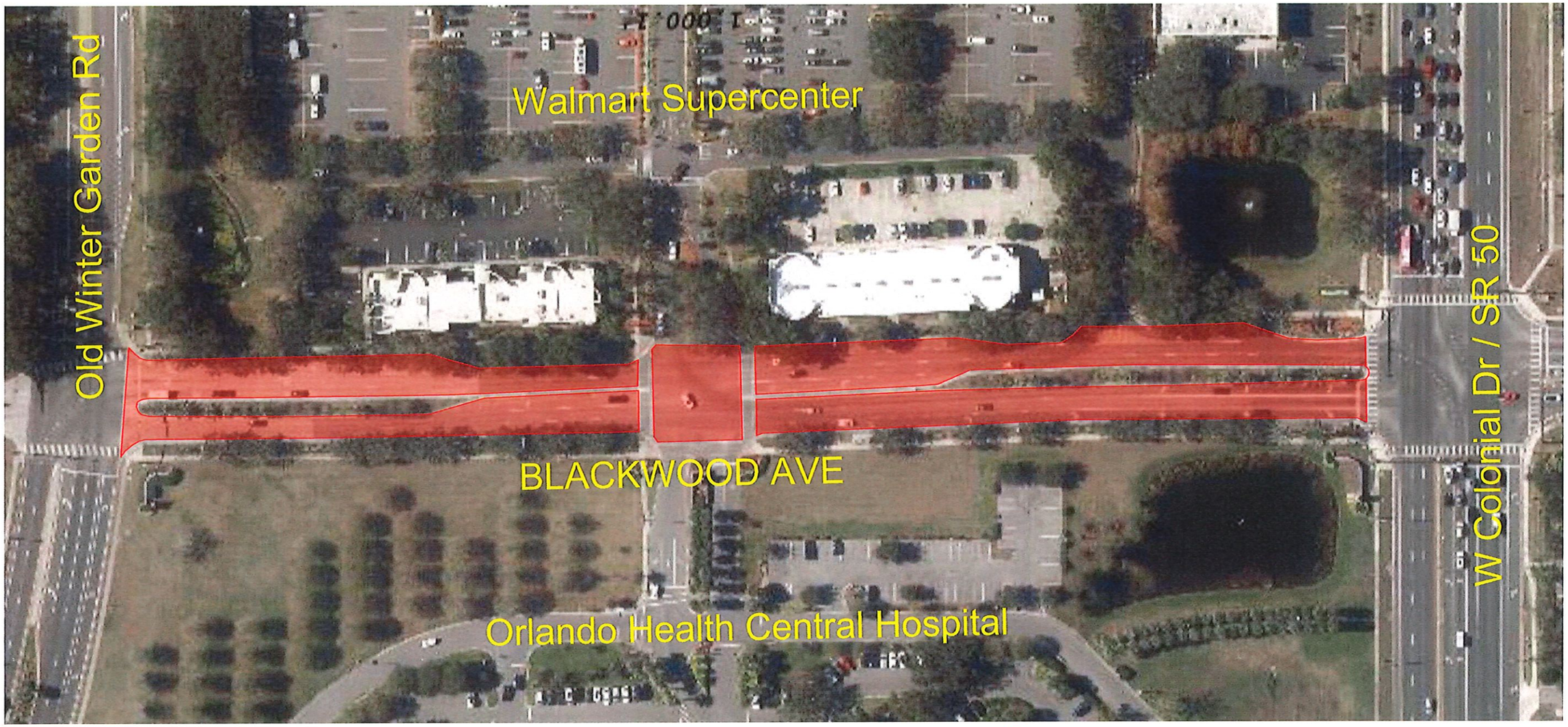
CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: (407) 905-3100
FAX: (407) 905-3174

PUBLIC WORKS PAVING PROJECTS

S LAKEWOOD AVENUE
(E Geneva St - E Orlando Ave)

FIGURE
3.0

1" = 100'
GRAPHIC SCALE
0 50 100



GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

MILEN DARYL WOMACK
LICENSE
No. 94559
STATE OF FLORIDA
PROFESSIONAL ENGINEER

1.5" MILL AND
1.5" RESURFACE (FC-12.5)
Blackwood Ave
TOTAL SURFACE AREA = 75,000 SF
OR 8350 SY

DESIGNED BY: MDW
DRAWN BY: MDW
CHECKED BY: MJA
DATE CREATED: FEB 2025

ENGINEER OF RECORD
MILEN D WOMACK, P.E. # 94559

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: (407) 905-3100 ext. 1503
FAX: (407) 905-3178

PUBLIC WORKS PAVING PROJECTS

BLACKWOOD AVE
(Old Winter Garden - SR 50)

FIGURE
4.0



1" = 50'
GRAPHIC SCALE
0 25 50

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

MILEN DARYL WOMACK LICENSE No. 94559 STATE OF FLORIDA PROFESSIONAL ENGINEER

1.25" MILL AND
1.25" RESURFACE (SP-9.5)
Economic Court
TOTAL SURFACE AREA = 5910 SF
OR 657 SY

DESIGNED BY: MDW
DRAWN BY: MDW
CHECKED BY: MJA
DATE CREATED: FEB 2020

ENGINEER OF RECORD
MILEN D WOMACK, P.E. # 94559

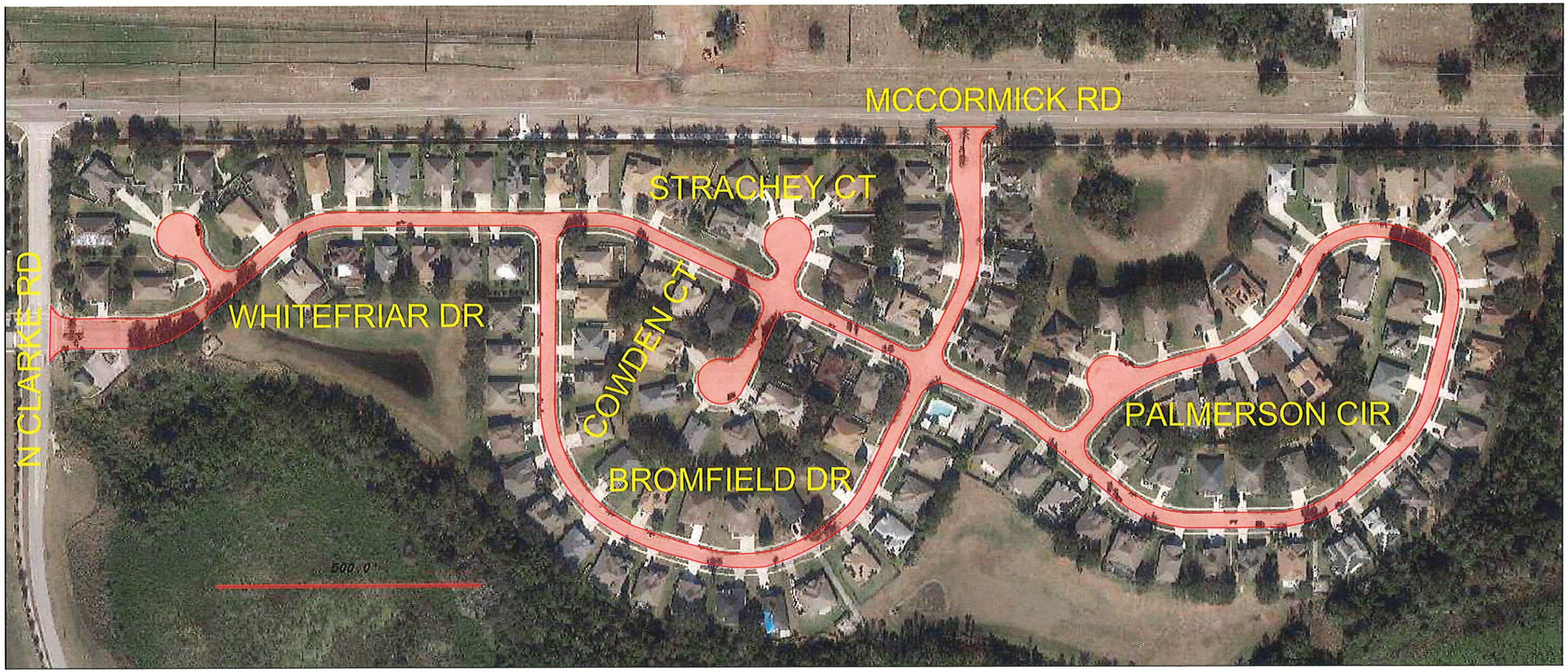
CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3100
FAX: 407-905-3174

PUBLIC WORKS PAVING PROJECTS

ECONOMIC COURT

FIGURE
5.0

1" = 200'
GRAPHIC SCALE
0 100 200



GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS. INCLUDES BUT IT NOT LIMITED TO 11 STOP BARS
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

MILEN DARYL WOMACK
LICENSE
No. 94559
STATE OF FLORIDA
PROFESSIONAL ENGINEER

1.25" MILL AND
1.25" RESURFACE (SP-9.5)
Kensington Manor Subdivision
TOTAL SURFACE AREA = 203,360 SF
OR 22,595 SY

DESIGNED BY: MDW
DRAWN BY: MDW
CHECKED BY: MJA
DATE CREATED: FEB 2020

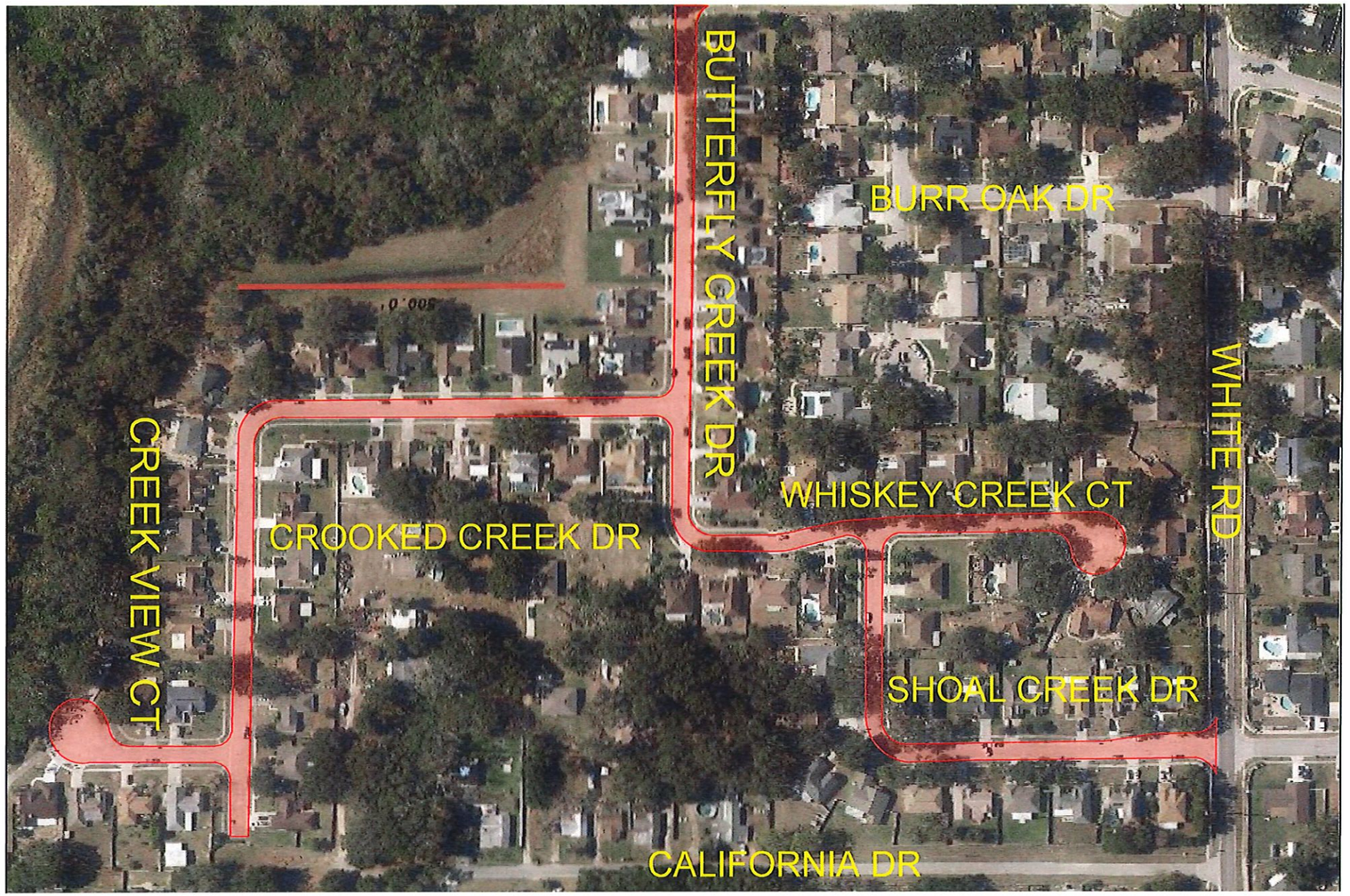
ENGINEER OF RECORD
MILEN D WOMACK, P.E. # 94559

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PHONE: 407-905-3100
FAX: 407-905-3178

PUBLIC WORKS PAVING PROJECTS

KENSINGTON MANOR SUBDIVISION

FIGURE
6.0



1" = 200'
GRAPHIC SCALE
0 100 200

GENERAL CONSTRUCTION NOTES:

1. *CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".*
2. *CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS. INCLUDES BUT IT NOT LIMITED TO 4 STOP BARS AND CROSSWALK STRIPING AT WHITE ROAD*
3. *TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.*
4. *CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.*
5. *CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.*
6. *CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.*
7. *CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.*

MILEN DARYL WOMACK LICENSE No. 94559 STATE OF FLORIDA PROFESSIONAL ENGINEER

1.25" MILL AND
1.25" RESURFACE (SP-9.5)
Shoal Creek Subdivision
TOTAL SURFACE AREA 11,450 SF
OR 12828 SY

DESIGNED BY: MDW
DRAWN BY: MDW
CHECKED BY: MJA
DATE CREATED: FEB 2026

ENGINEER OF RECORD
MILEN D WOMACK, P.E. #94559

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
291 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3100
FAX: 407-905-3175

PUBLIC WORKS PAVING PROJECTS

SHOAL CREEK SUBDIVISION

FIGURE
7.0



1" = 200'
GRAPHIC SCALE
0 100 200

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS. INCLUDES BUT IT NOT LIMITED TO 9 STOP BARS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

MILEN DARYL WOMACK LICENSE No. 94559 STATE OF FLORIDA PROFESSIONAL ENGINEER

1.25" MILL AND
1.25" RESURFACE (SP-9.5)
Windermere Groves Subdivision
TOTAL SURFACE AREA = 210,421 SF
OR 23,380 SY

DESIGNED BY: JDW
DRAWN BY: MDW
CHECKED BY: MJA
DATE INDICATED ON PLANS

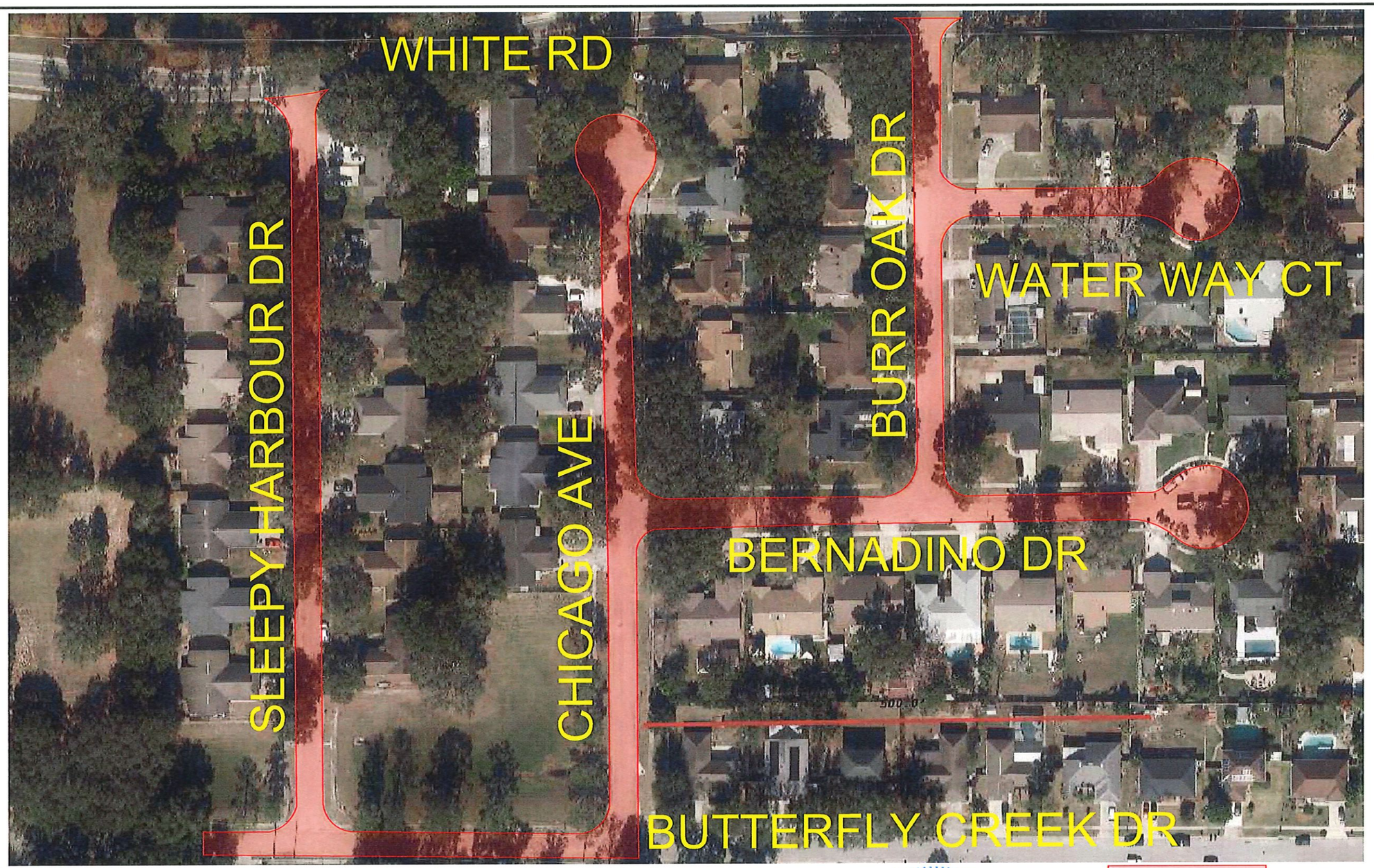
ENGINEER OF RECORD
MILEN D WOMACK, P.E. # 94559

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
501 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3179 ext. 1329
FAX: 407-905-3176

PUBLIC WORKS PAVING PROJECTS

WINDERMERE GROVES SUBDIVISION

FIGURE
8.0



1" = 100'
GRAPHIC SCALE
0 50 100

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS. INCLUDES BUT IT NOT LIMITED TO 7 STOP BARS AND THE CROSSWALK STRIPING AT WHITE ROAD.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

MILEN DARYL WOMACK LICENSE No. 94559 STATE OF FLORIDA PROFESSIONAL ENGINEER

1.25" MILL AND
1.25" RESURFACE (SP-9.5)
Harbour Highlands Subdivision
TOTAL SURFACE AREA = 97,160 SF
OR 10,796 SY

DESIGNED BY: MDW
DRAWN BY: MDW
CHECKED BY: MJA
DATE CREATED: FEB 2025

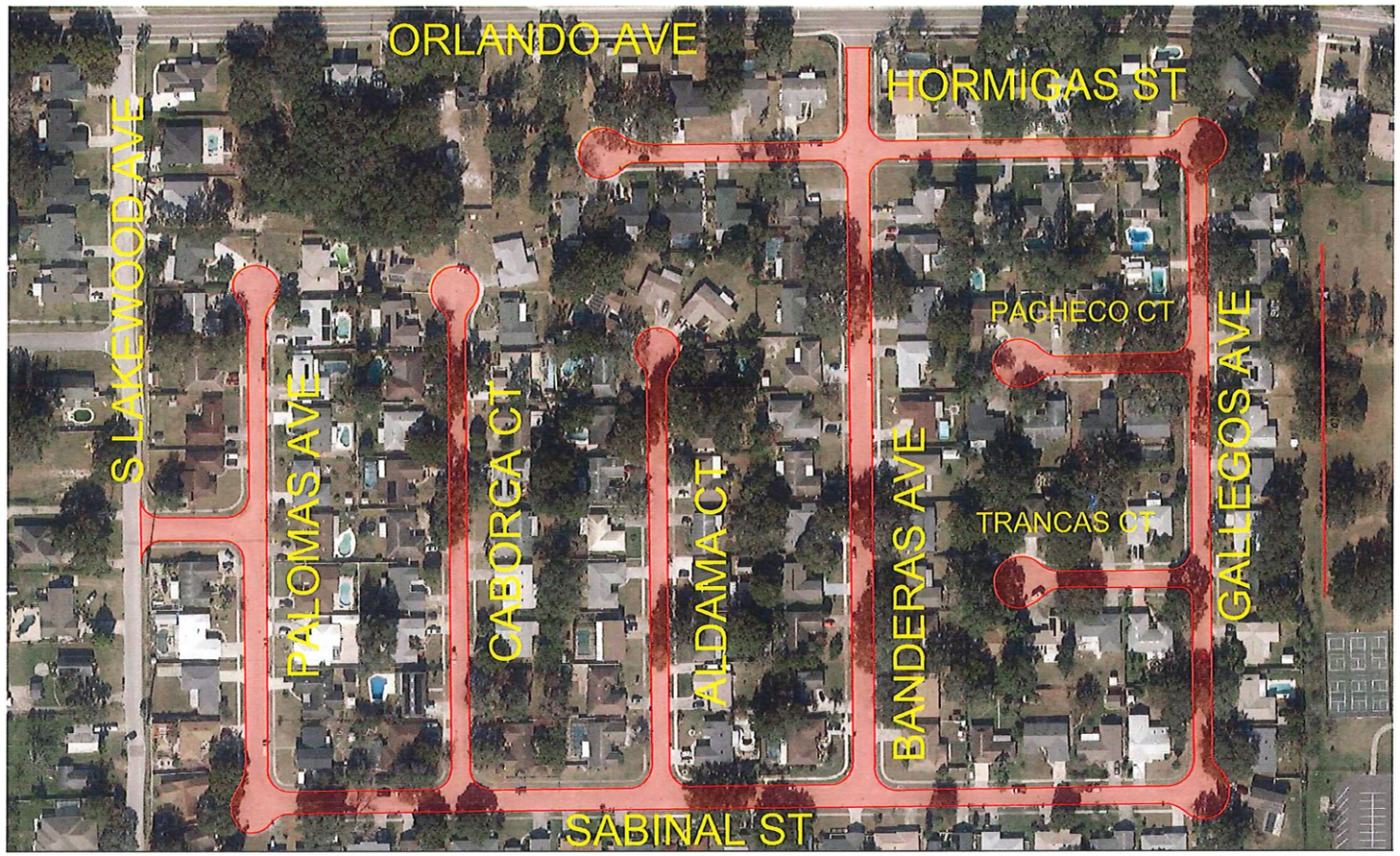
ENGINEER OF RECORD
MILEN D WOMACK, P.E. # 94559

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: (407) 905-3100
FAX: (407) 905-3174

PUBLIC WORKS PAVING PROJECTS

HARBOUR HIGHLANDS SUBDIVISION

FIGURE 9.0



1" = 200'
GRAPHIC SCALE
0 100 200

GENERAL CONSTRUCTION NOTES:

1. *CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".*
2. *CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS. INCLUDES BUT IT NOT LIMITED TO 10 STOP BARS AND THE CROSSWALK STRIPING AT S LAKEWOOD AVE.*
3. *TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.*
4. *CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.*
5. *CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.*
6. *CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.*
7. *CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.*

MILEN DARYL WOMACK
LICENSE
No. 94559
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

1.25" MILL AND
1.25" RESURFACE (SP-9.5)
Prima Vista Subdivision
TOTAL SURFACE AREA = 214,470 SF
OR 23,830 SY

DESIGNED BY: MDW
DRAWN BY: MDW
CHECKED BY: MJA
DATE CREATED: FEB 2025

ENGINEER OF RECORD
MILEN D WOMACK, P.E. # 94559

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PHONE: 407-905-3100
FAX: 407-905-3175

PUBLIC WORKS PAVING PROJECTS

PRIMA VISTA SUBDIVISION

FIGURE
10.0



1" = 200'
GRAPHIC SCALE
0 100 200

GENERAL CONSTRUCTION NOTES:

1. *CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".*
2. *CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS. INCLUDES BUT IT NOT LIMITED TO 10 STOP BARS AND THE CROSSWALK STRIPING AT ORLANDO AVE.*
3. *TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.*
4. *CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.*
5. *CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.*
6. *CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.*
7. *CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.*

MILEN DARYL WOMACK
LICENSE
No. 94559
STATE OF FLORIDA
PROFESSIONAL ENGINEER

1.25" MILL AND
1.25" RESURFACE (SP-9.5)
Lakeshore Gardens Subdivision
TOTAL SURFACE AREA = 229,169 SF
OR 25,463 SY

DESIGNED BY: MDW
DRAWN BY: MDW
CHECKED BY: MJA
DATE FOR PERMIT: FEB 2026

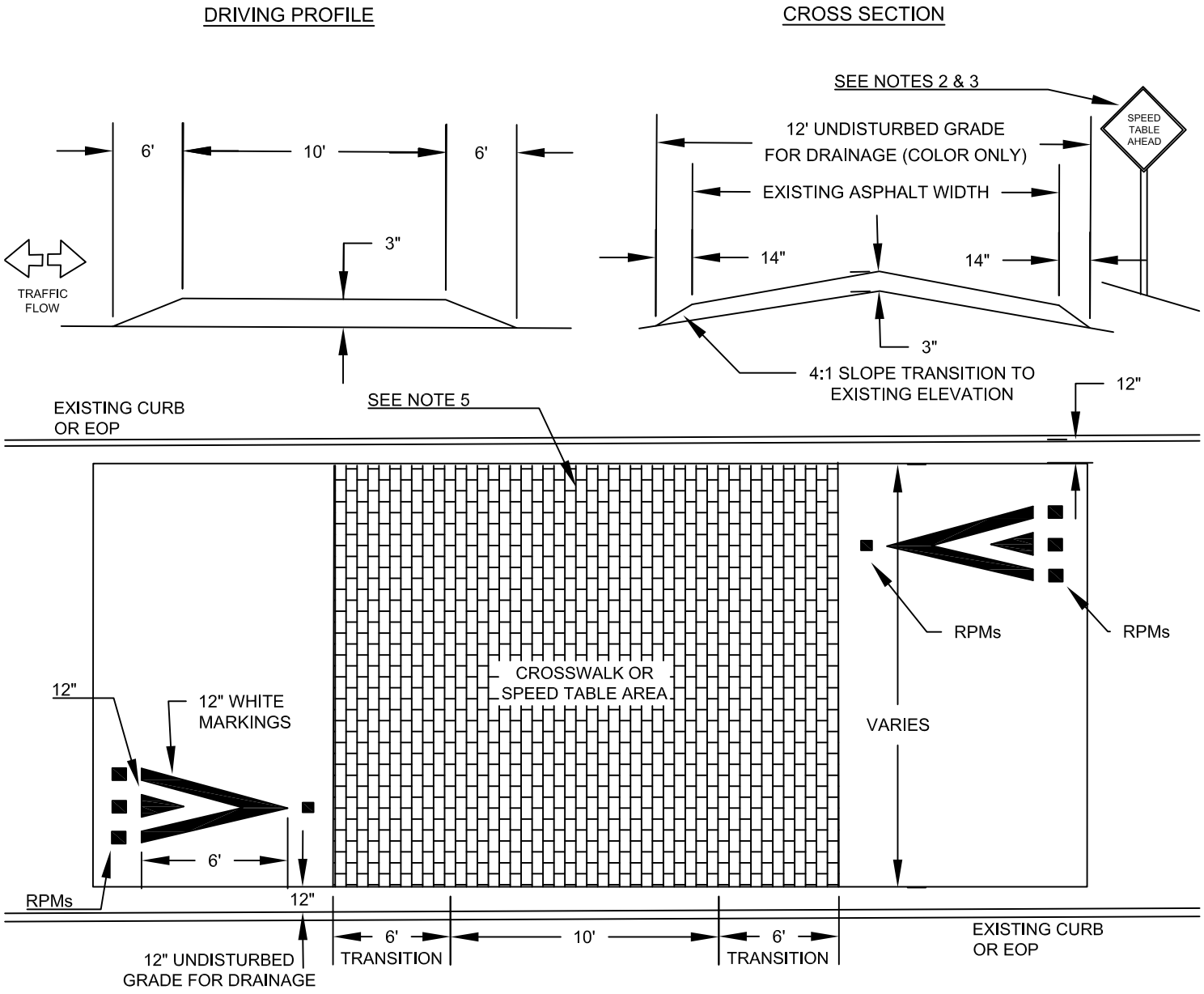
ENGINEER OF RECORD
MILEN D. WOMACK, P.E. # 94559

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
321 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-905-3170 ext. 1301
FAX: 407-905-3176

PUBLIC WORKS PAVING PROJECTS

LAKESHORE GARDENS SUBDIVISION

FIGURE
11.0



NOTES:

1. Speed table cross section shall match the existing cross section slopes of the roadway.
2. If multiple speed tables exist in close proximity, the advanced warning sign shall be installed ahead of the first table in the series.
3. Speed table advanced warning sign shall be sign W17-1 in figure 2C-7 of the MUTCD 11th Edition.
4. All pavement markings shall be thermoplastic paint.
5. Runningbond brick pattern, brick red color, brick size: 8.75" x 4.75", cable stamping cable size: 0.325

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
PW000	Speed Table Detail	
DATE: Nov 2025	SCALE: N/A	

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

March 17, 2026

ADDENDUM NO. ONE (1)
CITY OF OCOEE
ITB No. 26-005
ASPHALT PAVING PROJECTS FOR FY 2026

This addendum shall modify and become a part of the original bid documents for the Asphalt Paving Projects for FY 2026. This addendum consists of two (2) pages. Bidders shall acknowledge receipt of this Addendum in the space provided on page 23 of the bid documents. Failure to do so may subject the bidder to disqualification. **The bid date remains the same.**

Answers to questions received and/or amendments to the bid documents are as follows:

Q1. For the Clarke Road location, the plans show three (3) Type F loops to be replaced, but at the Blackwood Avenue location there has been no quantity provided. Can the City elaborate on the number and type of loops to be replaced on Blackwood Avenue?

A1. For Blackwood Ave, plan on replacing up to three (3) Type F loops at the Blackwood Ave – Old Winter Garden Rd intersection (Southbound). The Blackwood Ave – SR 50 intersection uses camera detection so there are no loops to replace on that end of the project.

Q2. Will Railroad Liability Insurance be required for the work on Clarke Road?

A2. Please reach out to Florida Central Railroad (FCEN). Any work within the railroad right-of-way will have to meet the requirements of FCEN.

Q3. Will Railroad flaggers be required for Clarke Road?

A3. Please reach out to Florida Central Railroad (FCEN). Any work within the railroad right-of-way will have to meet the requirements of FCEN.

Q4. Are we allowed to leave a milled surface?

A4. This depends on location and duration. Generally, the City is ok with a milled surface provided that the surface is repaved within 24 hours. Milled surfaces within intersections must be repaved same day. For subdivisions, the City is ok if the whole subdivision is milled and then resurfaced the same week.

Q5. Is this project using FDOT standard specifications for the asphalt?

A5. The asphalt specifications shall meet FDOT standards.

Olena Stokych

Olena Stokych
Purchasing Analyst
Cc: Milen Womack, City Engineer

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 11

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Basin Study Projects Awarded Funding under the Community Development Block Grant Disaster Recovery (CDBG-DR). (Staff Engineer Burch)

Background Summary:

The US Department of Housing Urban Development (HUD) has awarded Orange County $219,712,000 under the Community Development Block Grant Disaster Recovery (CDBG-DR) Program to fund activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation. Of this, the County awarded the City $486,627 for the City's Roper Parkway and Capitol Court Drainage Improvement Project; this project was approved by City Commission on January 6, 2026.

Additionally, Orange County has awarded the City of Ocoee $500,000 for the Lake Lotta and Northwest Ditch Basin Studies (see attached) through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) Program. These planning projects serve to improve the City's flood resiliency by guiding staff efforts to improve the safety of the community through increased flood protection during severe storms. These activities align with the City's Envision 2045 Comprehensive Plan, the County's CDBG-DR Program goals, and the Local Mitigation Strategy (LMS) Working Group's goals.

Public Works recommends approval of the Basin Study projects awarded under the CDBG-DR Program.

Issue:

Should the Honorable Mayor and City Commission approve the Basin Study projects awarded under the Community Development Block Grant Disaster Recovery (CDBG-DR) Program?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the Basin Study projects awarded funding under the Community Development Block Grant Disaster Recovery (CDBG-DR) Program.

Attachments:

1. Award Letter
2. CDBG Project Awards
3. Cty of Ocoee- Lake Lotta & Northwest Ditch Basin Planning Studies

Financial Impacts:
There is no financial impact at this time as the City prepares to put the projects out to bid. Project costs exceeding $500,000 will be funded by the City of Ocoee Stormwater Enterprise.

Type of Item: Consent

ORANGE COUNTY GOVERNMENT FLORIDA

HOUSING AND COMMUNITY DEVELOPMENT DIVISION
MITCHELL L. GLASSER, *Manager*
525 East South Street • Orlando, Florida 32801
407-836-5150 • Fax: 407-836-5193
www.OrangeCountyFL.net

May 1, 2025

Mr. Hseth Burch, Staff Engineer
City of Ocoee
301 Maguire Rd.
Ocoee, FL 34761

Dear Mr. Burch:

Subject: Community Development Block Grant – Disaster Recovery (CDBG - DR) Program (Planning Program)

This letter is to acknowledge receipt of your grant application for Community Development Block Grant – Disaster Recovery funding (Planning Program). Your application was reviewed by the evaluation committee, and a recommendation was submitted to the Community Development Advisory Board (CDAB).

We are pleased to inform you that we will be recommending **$500,000** in CDBG-DR funding for the Lake Lotta and Northwest Ditch Basin Studies project that will assist with mitigation measures to reduce long-term flood risks.

The next step in the process will be to submit funding recommendations for approval to the Board of County Commissioners (BCC) in June of 2025. Funding is contingent upon the availability of funds from the federal government, and an execution of a subrecipient agreement between the County and the City, including completion of the conditions determined by the County's assessment of the City's capacity and risk.

Should you have any additional questions, please contact Sherry Julien, Project Manager, at 407-836-5169 or via email at Sherry.Julien@ocfl.net.

Sincerely,

Mitchell Glasser, Manager
Housing and Community Development Division

cc: Sherry Julien, Project Manager, Housing and Community Development Division
Janna Souvorova, Ph.D., AICP, Chief Planner, Housing and Community Development Division

Legislation Details (With Text)

File #:	25-765 **Version:** 1	**Name:**	
Type:	Recommendation	**Status:**	Passed
File created:	5/7/2025	**In control:**	Planning, Environmental, and Development Services Department
On agenda:	6/3/2025	**Final action:**	6/3/2025
Title:	Approval of Projects and Award Amounts for Community Development Block Grant - Disaster Recovery for Hurricane Ian. All Districts. (Housing and Community Development Division)		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	1. CDBG-DR Funding Project Description for Hurricane Ian.docx, 2. 2025-06-03 Planning, Environmental, and Development Services Department Consent Item-03		

Date	Ver.	Action By	Action	Result
6/3/2025	1	Board of County Commissioners	Approved	Pass

Interoffice Memorandum

DATE: May 7, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Tanya Wilson, AICP, Director, Planning, Environmental, and Development Services Department

CONTACT: Mitchell Glasser, Manager

PHONE: 407-836-5190

DIVISION: Housing and Community Development Division

ACTION REQUESTED:
Approval of Projects and Award Amounts for Community Development Block Grant - Disaster Recovery for Hurricane Ian. All Districts. (Housing and Community Development Division)

PROJECT: Projects and Award Amounts for Community Development Block Grant - Disaster Recovery for Hurricane Ian

PURPOSE: On March 15, 2023, the U.S. Department of Housing and Urban Development announced a direct allocation of Community Development Block Grant - Disaster Recovery (CDBG-DR) funds, in the amount of $219,712,000, to Orange County to address long-term impacts from

Hurricane Ian. On January 9, 2024, the Board approved an Action Plan that included an analysis of unmet and mitigation needs, a summary of citizen input and engagement, general program requirements, and the County's proposed budget for the CDBG-DR Program.

To advance implementation of programs and strategies proposed in the approved CDBG-DR Action Plan, the County issued Requests for Applications (RFA) on December 10, 2024, for the infrastructure, public facilities, mitigation programs, and for the planning program. The RFAs closed on February 5, 2025. All applications received were evaluated and scored by an evaluation committee, with members recommended by the local Mitigation Strategy group. The projects recommended for funding were presented and approved by the Community Development Advisory Board on April 16, 2025. Pending Board approval, agreements are anticipated to be issued in Summer of 2025, upon completion of environmental reviews, capacity, and risk assessments for the selected projects.

PROJECTS AND AWARD AMOUNTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY FOR HURRICANE IAN

Infrastructure and Public Facilities Program		
Orange County Utilities - Orlo Vista Integrated Water Resources	$12,600,000	
Orange County Public Works - Long Lake Pump Station Improvement	$ 8,711,455	
Orange County Public Works - Bonnie Brook Subdivision Drainage Improvements		$ 1,514,104
City of Orlando - Richmond Heights Flood Mitigation		$12,498,549
City of Orlando - Haralson Estates Stormwater and Flood Mitigation		$ 8,701,411
City of Winter Garden - Bethune, Edgeway, Basin, Maxey & Dunbar Drainage		$ 6,562,500
City of Winter Park - W/WW Lift Station Project Ravaudage & Wymore		$ 5,157,507
Total Infrastructure and Public Facilities Program		**$55,745,526**
Mitigation Program		
Orange County Public Works - Verona Park Subdivision & Pump Station Improvement		$ 3,660,966
City of Ocoee - Roper Pkwy & Capitol Court Drainage Improvement		$ 486,627
City of Orlando - Flood Mitigation through Drain Well Replacements		$15,750,000
Town of Eatonville - Eatonville Resilience & Recovery		$ 8,291,743
Total Mitigation Program		**$28,189,336**
Planning Program		
Orange County Office of Sustainability & Resilience Building Community Resilience		$ 500,000
City of Ocoee - Lake Lotta and Northwest Ditch Basin Studies		$ 500,000
City of Orlando - Nature Based Solutions for Flood Mitigation		$ 500,000
Total Planning Program		**$ 1,500,000**

BUDGET: N/A

PLANNING STUDIES SUBRECIPIENT AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CITY OF OCOEE

regarding

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD")
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY ("CDBG-DR") PROGRAM
B-23-UN-12-0003

THIS AGREEMENT (**"Agreement"**) is made and entered into by and between **ORANGE COUNTY, FLORIDA,** a charter county and political subdivision of the State of Florida, on behalf of its Housing and Community Development Division (the **"County"**), and **CITY OF OCOEE** a political subdivision of the State of Florida (the **"Subrecipient"** or **"Agency"**).

RECITALS

WHEREAS, pursuant to Public Law 117-328 (the Appropriations Act) and the "Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements Notice" published in the Federal Register Thursday, May 18, 2023 (**"Federal Register"**), the US Department of Housing Urban Development (**"HUD")** has awarded $219,712,000 in Community Development Block Grant Disaster Recovery (**"CDBG-DR"**) funding to the County for activities authorized under Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.) and described in the County's CDBG-DR Action Plan, which was approved by the Orange County Board of County Commissioners (**"Board"** or **"BCC"**) on January 9, 2024, and amended on February 27, 2025 (**"Action Plan")**, related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation; and;

WHEREAS, as a CDBG-DR funding recipient, the County fulfills the CDBG-DR Program's Goal of advancing long-term recovery and mitigation measures by issuing federal subawards (**"Subaward(s)"**) to other governmental agencies that are able to create a planning study, a CDBG-DR eligible activity;

WHEREAS, the Agency is a local government entity with experience in developing CDBG-DR funding eligible projects (**"Work"**) described in the *Scope of Work* attached to this Agreement as **"Exhibit C"** (hereafter referred to as the **"Project"**),

WHEREAS, the Agency submitted a proposal to the County requesting monetary assistance for the Project as part of the Planning Studies Program of the Action Plan; and

WHEREAS, the County has determined that the Project will serve a valid public purpose that fulfills the purposes and policies of the Act and the CDBG-DR Program and desires to utilize certain CDBG-DR Funds to meet the objectives further detailed in the *Scope of Work* attached as **"Exhibit C"**; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency's compliance with the requirements of the CDBG-DR Program regulations, and to secure other covenants and obligations from the Agency regarding the Project and use of CDBG-DR Funds.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge County and Agency agree as follows:

ARTICLE I - RECITALS

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

ARTICLE II – NATIONAL OBJECTIVES AND APPLICABLE FEDERAL REQUIREMENTS

Section 1. Compliance with National Objectives

1.1 **National Objectives.** The Agency, as a subrecipient of CDBG-DR Funds, hereby affirms that the activities carried out with the Funds provided under this Agreement meet one or more of the CDBG Program national objectives, as defined in the CDBG Code of Federal Regulations 24 CFR § 570.200(a) and 24 CFR § 570.205 as eligible planning activities (collectively hereinafter referred to as **"National Objectives"**) and .

Section 2. Applicable Federal Requirements

2.1 This Agreement is funded pursuant to **Federal Award Identification Number: B-23-UN-12-0003** and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related Work. The funds shall not be used for activities reimbursable by or for which funds are made available by the Federal Emergency Management Agency (**"FEMA")** or the U.S. USACE of Engineers ("**USACE"**).

2.2 The Agency shall comply with the regulations found in 2 CFR Part 570 (**"Community Development Block Grants"**), with details of HUD requirements concerning CDBG, with the Code of Federal Regulations Title 2, Part 200, as amended by 24 CFR § 570.502 (**"Uniform Administrative Requirements"**), all federal regulations and policies issued pursuant to these regulations, and any other relevant or related federal directive or applicable laws (collectively, **"Applicable Federal Law(s)"**).

2.3 In addition to the regulations listed above, the Agency will comply with core CDBG-DR tenets and requirements listed below:

2.3.1 **Most Impacted and Distressed (MID) Requirement:** The Agency must conduct all activities and expend all CDBG-DR award funds granted by the County in the "most impacted and distressed" (MID) areas resulting from the qualifying major disaster in 2022, which is in response to Hurricane Ian (Federal Emergency Management Agency (FEMA) Disaster No. 4673 – DR). As noted in the Federal Register Guidance (88 FR 32047), the HUD-identified MID for the area for this disaster allocation is all of Orange County.

2.3.2 **Eligible Activities:** CDBG-DR funds are provided for necessary expenses for activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA), as amended (42 United States Code (U.S.C.) 5301 et seq.), related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation of related risk. The Agency must utilize CDBG-DR funds as prescribed under 24 CFR 570 Subpart C – Eligible Activities, and for alternative requirements and waivers as prescribed within the Federal Register Guidance. Furthermore, the Agency shall conduct its project to align with the approved eligible activities found under the most recently approved Action Plan for County's CDBG-DR Unmet Needs Assessment and the County's Planning Program Policies and Procedures.

2.3.3 **CDBG-DR Mitigation Set-Aside and Storm "Tie-Back".** The County is responsible for informing the Agency of whether CDBG-DR funding is awarded for an activity(ies) to address an unmet recovery need, a mitigation and resilience measure, or both. Depending on the recovery or mitigation designation by the County, the Agency is responsible for documenting proof of the designation. For recovery activities, the Agency must demonstrate that their activities "tie-back" to the specific disaster and address a specific unmet recovery need for which the CDBG-DR funds were appropriated. For mitigation set-aside activities, the Agency must document how its activity(ies)(1) meet the definition of

mitigation activities; (2) address the current and future risks as identified in the Agency's mitigation needs assessment in the MID areas under its Action Plan; (3) is a CDBG-eligible activity under title I of the HCDA (or otherwise eligible pursuant to a waiver or alternative requirement); and (4) still meets a national objective. In some cases, the County may require the Agency to provide evidence of the activity meeting both the CDBG-DR "tie-back" and mitigation measures justification. The County will spell out specific requirements for the Agency, its project, and the project's eligible activities under the *Scope of Services* attached as **Exhibit "C".**

2.3.4 **Duplication of Benefits.** The agency certifies that it shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined in Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 et seq.) and described within Appropriations Acts and Federal Register Guidance. The Agency must comply with HUD's requirements for Duplication of Benefits (DOB) as described in the Federal Register Guidance (Section IV.A.1. – Grant Administration; Duplication of Benefits) and HUD guidance (including HUD training materials), including specific Order of Assistance requirements. The Agency shall carry out the activities under this Agreement in compliance with the County's procedures to prevent DOB. In consideration of the Agency's receipt of funds under the CDBG-DR Program administered by the County, the Agency hereby assigns to the County all of the Agency's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies or any type of coverage, or under any reimbursement or relief program related to or administered by FEMA or the Small Business Administration ("SBA") that was the basis of the calculation of the award made pursuant to this Agreement and that are determined at the sole discretion of the County to be a DOB.

In accordance with the Federal Register Guidance at 88 FR 32053 – Section IV.A.1.(d)(v) Applicable Rules, Statutes, Waivers and Alternative Requirements: Reassess Unmet Need When Necessary, the Agency certifies that they will notify the County immediately of any funding source changes and/or additions from other sources that are different from that shown in the Agency's application. This notification must include a statement explaining how this change in funding affects the provisions of the project and activity requirements as well as the use of and continued need for CDBG-DR funds through the County. The Consultant will perform checks to determine if Agency is in compliance with this requirement.

2.4 A partial list of the Applicable Federal Laws is attached as **"Exhibit A,"** for convenience and reference purposes only and shall not be relied upon by the Agency to be the full and exhaustive list of Applicable Federal Laws.

2.5 The Agency hereby acknowledges that the specific provisions of Applicable Federal Laws referenced in this Agreement or in **"Exhibit A"** are referenced only for emphasis. The exclusion of a specific provision of Applicable Federal Law from this Agreement does not alleviate the Agency from its obligation to comply with such applicable provisions.

2.6 **By executing this Agreement, the Agency hereby certifies that it has reviewed the Applicable Federal Laws and that it understands its obligations pursuant to such federal laws, regulations, policies, and directives.**

2.7 The Agency must conduct all activities and expend all CDBG-DR award funds granted by the County in the "most impacted and distressed" (MID) areas resulting from the qualifying major disaster in 2022, which is in response to Hurricane Ian FEMA Disaster No. 4673-DR. As noted in the Federal Register, the HUD-identified MID area for this disaster is all of Orange County.

Section 3. Agreement between County and HUD. The Agency shall be bound by the standard terms and conditions used in the Community Development Block Grant Disaster Recovery (CDBG-DR) Grant Agreement between the County and HUD (a copy of which has been provided to the Agency and is hereby incorporated into this Agreement by reference), to the extent such standard terms and conditions are applicable to the Agency

and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement, or subsequent to the execution of this Agreement by the parties hereto.

Section 4 – Duplication of Benefits. The Agency certifies that it shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 et seq.) and described within Appropriations Acts and Federal Register Guidance. The Agency must comply with HUD's requirements for Duplication of Benefits (DOB), as described in the Federal Register Guidance (Section IV.A.1. – Grant Administration; Duplication of Benefits (DOB)) and HUD guidance (including HUD training materials), including specific requirements as noted under Section 2.3.4 above. The Agency shall carry out the activities under this Agreement in compliance with the County's procedures to prevent DOB. The Agency shall also sign a Subrogation Agreement (see "**Exhibit Q"** – CDBG-DR Program Subrogation Agreement)

Section 5 – Copyright, Patent and Trademark. In accordance with 2 CFR 200.1 and 2 CFR 200.315, trademarks, copyrights, patents and patent applications and property, are identified as intangible property, or property having no physical existence. The Agency may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this CDBG-DR award. HUD, through the County as its pass-through entity, reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The Agency is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR 401 ("Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contract and Cooperative Agreements")

Any and all patent rights accruing under, or in connection with, the performance of this Agreement are hereby reserved to the County. Any and all copyrights accruing under, or in connection with the performance of this Agreement are hereby transferred by the Agency to the County.

5.1 If the Agency has a pre-existing patent or copyright , the Agency shall retain all rights and entitlement to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

5.2 If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, the Agency shall refer the discovery or invention to the County for a determination whether the County will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the County. If any books, manuals, films, or other copyrightable material are produced, the Agency shall notify the County. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Agency to County. Within thirty (30) calendar days of execution of this Agreement, the Agency shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. The Agency shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and the County shall have the right to all patents and copyrights which accrue during performance of this Agreement.

ARTICLE III – USE OF SUBAWARD

Section 1. Use of Subaward Funds

1.1 The Agency shall use the Subaward received under this Agreement only for the purpose of conducting the Project and providing the agreed upon Work described in the *Scope of Work* attached to this Agreement as **"Exhibit C"**. CDBG-DR Funds shall not be used for any purpose other than those provided for in this Agreement.

1.2 The Agency shall provide all required staff, volunteer workers, and services required for the operation of the Project. All services or work provided pursuant to this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Agency removes any employee, volunteer, associate, or agent of the Agency that the County deems incompetent, careless, or otherwise

objectionable from performing work or services related to this Agreement. The County shall not be responsible for any costs related to such removal.

1.3 CDBG-DR Funds shall be expended only for costs associated with the Work activities in the *Budget* attached as **"Exhibit B"**.

1.4 CDBG-DR Appropriations Acts generally include a statutory order of assistance for Federal agencies which require Grantees to verify whether funds made available by FEMA or the U.S. Army Corps of Engineers (USACE) are available for an activity, or the costs are reimbursable by FEMA or the USACE, before awarding CDBG-DR assistance for the cost of carrying out the same activity. The Agency shall not use CDBG-DR funds for activities reimbursable by or for which funds are made available by FEMA or USACE. The Agency must verify and inform the County if FEMA and USACE funds are available prior to award or expenditure of CDBG-DR funds to an eligible activity within the *Scope of Services* attached as **"Exhibit "C"**. Failure to do so can result in a return of funds as outlined in Section 2.3 of Article VI of this Agreement.

Section 2. Project Completion Date. The Project shall be completed no later than **February 28, 2030** (**"Completion Date"**). The Completion Date may be extended by the Program Administrator, in their sole discretion, in the event of any unavoidable delays deemed to be beyond the control of the Agency. Any such extension of the Completion Date by the Program Administrator shall be done in writing and shall not extend beyond the term of the Federal Award. For the purposes of this Agreement, the "**Program Administrator**" is the Manager of the County's Housing and Community Development Division or their designee.

ARTICLE IV – CONFIDENTIALITY AND PUBLIC RECORDS

Section 1. Florida Information Protection Act ("FIPA")

1.1 If applicable, the Agency shall be responsible for protecting **"Personal Information"** in compliance with the terms of Section 507.171, Florida Statutes.

1.2 Pursuant to Section 501.171(g)1., Florida Statutes, "Personal Information" means either of the following:

(a) An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

(1) A social security number;

(2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

(3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;

(4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional;

(5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual; or

(6) Any information regarding an individual's geolocation.

(b) A username or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

Section 2. Public Records Compliance Requirements.

2.1 Pursuant to Section 119.0701, Florida Statutes, the Agency shall:

(a) Keep and maintain public records required by the County to perform the service.

(b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Agency does not transfer the records to the County.

(d) Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the service in accordance with Florida law.

(e) If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

(f) All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

2.2 **Florida Agencies.** If the Agency is an "Agency" as defined by Section 119.011, Florida Statutes, then the Agency shall comply with its own obligations under Chapter 119, Florida Statutes. The Agency additionally agrees to cooperate in good faith with the County in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the Agency will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Section 3. Health Insurance Portability and Accountability Act ("HIPAA")

3.1 Under this Agreement, each party shall limit its transmission of data to the other party only to data that either: (a) is not **"Protected Health Information,"** as defined in 45 CFR § 160.103; or (b) has been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 164.514.

3.2 Should the need for the transmission of Protected Health Information arise pursuant to this Agreement, the party transmitting that Protected Health Information shall, prior to such transmission, ensure that: (a) a Business Associate Agreement has been executed; and (b) all the protections of the HIPAA Privacy and Security Rules found in 45 CFR Part 164 are properly followed including, but not limited to, obtaining signed and written authorizations or consents from the patient or client.

ARTICLE V - FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding Limitations.

1.1 The Agency understands that this Agreement receives one hundred percent (100%) of its funding from federal funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of any portion of the funds provided through the Subaward, the Agency shall be

responsible for reimbursing the County for the total amount owed. The Agency shall expend CDBG-DR funds only for allowable costs and eligible activities which are incurred during the Agreement period, In accordance with federal cost principles at 2 CFR § 200 Subpart E and 24 CFR § 570 Subpart C.

1.2 The amount of reimbursement requested by the Agency from the County for the Project shall not exceed the total Funds allocated and approved by the County under this Agreement. Any expenses or charges incurred by the Agency exceeding the Funding amount approved by the County shall be the sole responsibility of the Agency.

1.3 Any Funds allocated to the Agency by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Agency shall not be reimbursed by the County for any services or expenses incurred not within the term of this Agreement.

1.4 The County shall be the final authority as to the availability of CDBG-DR Program funds and as to how such funds will be allocated.

1.5 The County reserves the right to reduce or otherwise alter the Subaward amount of this Agreement at its sole discretion. Notification of such funding modification shall be provided in accordance with **Article XIV ("Notices")**.

Section 2. Budget.

2.1 The Subaward shall be an amount not to exceed the total amount indicated in the *Budget* attached as **"Exhibit B"**. Such Subaward shall be paid in accordance with the *Budget*, and any federal, state and local laws, rules, regulations, and orders.

2.2 All Funds allocated to the Agency from the County for the current CDBG-DR Program shall be expended according to the budgetary line-item expenditures provided for in the *Budget*. Requests for transfers within approved line items in the *Budget* that are reasonable and justifiable, are permissible with the approval of the County's Manager of the Housing and Community Development Division (**"Manager"**) upon written request by the Agency. Such request shall be submitted no later than ten (10) days prior to the Project's Completion Date set forth in **Article III** of this Agreement.

ARTICLE VI - BILLING REQUIREMENTS AND PAYMENT METHODS

Section 1. Billing Requirements

1.1 The Agency shall submit all invoices and/or requests for reimbursement to the County on or before the last business day of each month . Submittals shall include CDBG-DR Program allowable Work incurred during the prior month and a completed itemized *Invoice*, a draft copy of which is attached as **"Exhibit D.**"

1.2 Each invoice shall be completed in its entirety and shall itemize all CDBG-DR Program approved Work and expenditures incurred by the Agency for the prior month.

1.3 Invoices submitted to the County shall include copies of supporting documentation for all expenditures and/or Work charged. "**Supporting Documentation"** shall include, but not be limited to: documentation supporting the completion of services (material and labor costs, etc.), accounting records supported by documentation (copies of issued checks, invoices, payroll and time sheets submitted via Canopy, etc.), and any other documents relating to the expenditures incurred and paid for by the Agency relating to the Project and Work provided under this Agreement. All charges for Work or expenditures submitted for reimbursement must be eligible under the CDBG-DR Program requirements.

1.4 Requests for payment or reimbursement deemed by the County, in its sole discretion, as ineligible, shall be rejected by the County for payment. The County retains the right to reject approval for payment of any expenses or services the County deems as failing to meet CDBG-DR Program requirements.

1.5 The Agency shall submit the Agency's invoices in accordance with the following procedures:

(a) Submit a completed Invoice to the attention of the Program Administrator on or before the last business day of the month following the month during which CDBG grant-related work was provided and expenses were incurred.

(b) Submit records of the Subaward funds expended during the prior month along with Supporting Documentation of payment being made by the Agency.

(c) For employee salaries, the Agency shall submit time sheets or other records documenting the time employees spent in CDBG-DR Program related activities for the pay period(s) reimbursement is being requested. As part of its monthly reimbursement request, the Agency shall include a summary page itemizing the expenditures to be reimbursed for the Project activities, payroll expenditures for each employee, and/or all of the portions of each payment provided to vendors.

(d) The Agency must submit an AIA form that is standard use in the capital improvement project industry that includes the original *Budget* amount, amount requested to date, current billing amount and balance of funding, all of which is to be listed by line item.

Section 2. Payment

2.1 **Local Government Prompt Payment Act.** The County shall make payments to the Agency for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70, et. seq., Florida Statutes. All checks disbursed from the County shall be made payable to the Agency.

2.2 The County reserves the right to withhold or deny payment of Funds to the Agency for: (i) an incomplete invoice and/or failure to provide any and all required supporting documentation; (ii) Work performed relating to the Project or this Agreement deemed to be unsatisfactory; and (iii) the Agency's failure to comply with the terms and conditions of the CDBG-DR Program, Applicable Federal Laws, or this Agreement. In such case, the County shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance of such action.

2.3 The Agency shall repay the County any funds deemed by the County as paid in error to the Agency under the terms of this Agreement. The County reserves the right to reduce future payments due to the Agency by the amount owed to the County which is not repaid within ninety (90) days after the County's request.

2.4 The County reserves the right to withhold final payment or ten percent (10%) of the Agreement amount, whichever is greater, if the requirements of the Agreement, including, but not limited to, failure to submit CDBG-DR Programmatic Reports attached to this Agreement as **"Exhibit E"**, or failure to meet timelines for completion of the Project.

2.5 **Funds Paid in Advance.** If the Agency is provided Subaward funds in advance pursuant to this Agreement, the Agency and the County must agree to and execute the *Subaward Advance Terms and Affidavit* attached to this Agreement as **"Exhibit F"**. Additionally, the Agency hereby certifies to the County that, if the Agency receives an advance of the Subaward:

(a) The Agency shall comply with 2 CFR § 200.305(b) (**"Federal payment"**) and therefore shall:

(1) Maintain written procedures that minimize the time elapsing between: (i) the transfer of funds by the County to the Agency, and (ii) the Agency's disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;

(2) Review 2 CFR § 200.302(b) and maintain financial management systems that comply with the standards therein for fund control and accountability; and

(3) Make timely payment to its contractors and vendors.

(b) **Fidelity & Employee Dishonesty Insurance.** If paid in advance, the Agency shall present the following proof of insurance Fidelity & Employee Dishonesty Insurance with a limit of not less than the Subaward amount awarded under this Agreement. This insurance may be waived at the discretion of the County's Risk Management Division if the Agency is a "state agency or subdivision" as defined by Section 768.28(2), Florida Statutes.

(c) Failure on the part of the Agency to use advance funds exclusively for permitted uses shall be cause for termination of this Agreement and will jeopardize the Agency's ability to receive advances or awards from the County in the future.

ARTICLE VII - PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

Section 1. Maintenance, Retention, and Access to Records

1.1 The Agency, and its subcontractors (if any) that are providing Work, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this Section.

1.2 The County has engaged a consultant, Horne LLP (**"Consultant")**, to assist County in managing this subaward and the reporting requirements within this Agreement.

1.3 The Agency shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities.

1.4 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each subaward awarded separately from expenditures from other sources. The Agency shall ensure that all funds received from the County under the CDBG-DR Program are kept in accounts separate and apart from all other funds and accounts of the Agency.

1.5 The Agency shall establish and maintain separate accounting records for the Agency's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the CDBG-DR Program, and any directives issued by HUD.

1.6 The Agency shall maintain records including, but not necessarily limited to, the following:

(a) Records providing a full description of each activity undertaken;

(b) Records required to determine the eligibility of activities;

(c) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program;

(d) Financial records as required by 24 CFR § 570.502 and 2 CFR Part 200;

(e) Records necessary to document compliance with CDBG-DR program requirements;

(f) Voucher System showing all supporting documentation, including purchase orders, invoices, and requisition;

(g) Book of Original Entry showing cash receipts, disbursement journals and general ledger;

(h) Chart of Accounts listing all accounts;

(i) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;

(j) Petty cash record system showing monthly or more frequent reimbursement procedures;

(k) Documentation of purchasing practices showing formal pre-numbered purchase order system;

(l) Inventories and other safeguards against loss by theft or physical deterioration of supplies, or other items;

(m) Formal subsidiary records of Project property and supplies disclosing acquisition and disposition of property with a minimum value of One Thousand Dollars ($1,000.00), and annual inventory reflecting actual value of property;

1.7 The Agency shall furnish the County with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Agency's performance under this Agreement.

1.8 All records that were created, utilized, or maintained for the purpose of fulfilling the Agency's obligations pursuant to this Agreement, whether paper or electronic (**"Relevant Records"**), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.

1.9 In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of ten (10) years after the resolution of any such event.

1.10 The Agency shall permit the County, the Comptroller of Orange County (the **"Comptroller"**), HUD, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records and provide timely and reasonable access to the Agency's personnel for the purpose of interview and discussion related to such documents and or to the award made under this Agreement.

1.11 **The Agency shall ensure that the provisions of this Section are incorporated into any agreements into which it enters that are related to this Agreement and the CDBG-DR Program.**

Section 2. Financial Standards

2.1 The Agency shall maintain accounting systems with internal controls in accordance with 2 CFR §200.303 that safeguard HUD funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the 2 CFR Part 200, Subparts D (**"Post Federal Award Requirements"**) E (**"Cost Principles"**) and F (**"Audit Requirements"**).

2.2 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.

Section 3. Program Income and Fees

3.1 **Program Income**

(a) CDBG **"Program Income,"** is defined in 24 CFR §570.500(a) and, for the purposes of this Agreement, means gross income received by the Agency and directly generated by a CDBG supported activity or earned only as a result of this Agreement during the Project period.

(b) Program Income includes, but is not limited to, income from fees for Work performed; funds received from the use or rental of real or personal property acquired or improved with Subaward funds; proceeds from the disposition of property purchased or improved with CDBG-DR Funds; any interest earned on CDBG-DR funds held in a revolving fund account; or proceeds from the disposition of equipment bought with CDBG-DR funds.

(c) Program income shall be treated in the same manner as any other funds granted under this Agreement. For those Program Income generating activities that are only partially assisted with

CDBG-DR Program funds, such income shall be prorated to reflect the actual percentage of CDBG-DR Program funds that are used in accordance with 24 CFR §570.500.

3.2 The Uniform Administrative Requirements require that Program Income earned during the Project period shall be reported to the County within the month that it is earned and shall be accounted for in one of the following ways:

(a) Added to funds committed to the Project by the County and used to further eligible Project goals;

(b) Used to finance the non-federal share of the Project when approved by the County; and

(c) Deducted from the total Project costs in determining the net costs on which the County's share of costs will be based.

3.3 Program Income on hand at the time of expiration of the Agreement must be returned to the County along with accounts receivable that are attributable to the use of CDBG-DR Program Funds.

Section 4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR § 200, including, but not limited to 2 CFR § 200.314- and 24 CFR § § 570.502, 570.503, and 570.504, as applicable, which include, but are not limited to, the following:

4.1. The Agency shall transfer to the County any CDBG-DR funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

ARTICLE VIII - RISK ASSESSMENT, MONITORING, AND AUDITING

Section 1. Risk Assessment. The County shall conduct a risk assessment of the Agency per 2 CFR § 200.332(c) and regularly complete a suspension and debarment check for the Agency performing Work under this Agreement to ensure compliance with 200 CFR § 200.214. A minimum of one employee of the Agency who is primarily responsible for the Project will be required to attend two training courses (Subrecipient Compliance and OIG Fraud, Waste and Abuse) by the deadline communicated by the County for when each course is offered.

Section 2. Monitoring and Remedies for Non-Compliance.

2.1 The Agency shall systematically and expeditiously furnish the County any and all data needed for the purpose of CDBG-DR Project monitoring and evaluation. This data shall include information of the Work provided and any other data that may be required by the County, in its sole discretion, to adequately evaluate the CDBG-DR Project cost and effectiveness of the Work provided.

2.2 CDBG-DR Project programmatic and financial monitoring shall be performed periodically by the County with a Letter of Findings provided, if applicable, and shall comply with the 2 CFR § 200.329 (**"Monitoring and Reporting Program Performance"**) and 2 CFR § 200.332(e) ("**Requirements for Pass-Through Entities").** The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the County, within thirty (30) days of the date of the Letter of Findings. The Corrective Action Plan and Implementation Schedule will be subject to review and approval by the County.

2.3 The Agency agrees to reimburse the County any, and all monies identified as over-payment or ineligible as a result of monitoring findings.

2.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right of termination of monthly contribution payments, and/or restitution of any use by the Agency

of CDBG-DR Funds determined to not be in conformance with the terms and conditions of this Agreement. This provision shall survive the termination of this Agreement.

2.5 Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.

2.6 Financial reporting shall be performed in accordance with the 2 CFR § 200.328 (**"Financial Reporting"**). In the event of any conflict between the provisions set forth in this Section and the requirements of the Federal Code, the Federal Code shall take precedence.

2.7 The Agency shall allow the County and HUD representatives to review its files and allow on-site monitoring of the Project during the term of this Agreement, or as may be required by the County or HUD, to determine compliance with CDBG-DR regulations.

2.8 The County may conduct monitoring visits, as it deems necessary, to evaluate the Agency's compliance with the terms of this Agreement, requirements of the CDBG-DR Program, and federal regulations.

Section 3. Auditing. The County, the Orange County Comptroller (**"Comptroller"**), the Federal Government, or any authorized designee or representative of any such government agency, shall have the right to audit the Agency's use of Subaward funds disbursed under this Agreement, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller to perform such audit.

3.1 **Audit requirements**. If the Agency expends $1,000,000 or more during its fiscal year in federal awards, the Agency must have a single audit or program-specific audit conducted for that year in accordance with 2 CFR § 200.501 (**"Audit Requirements"**).

3.2 **Single audit**. If the Agency expends $1,000,000 or more during the its fiscal year in federal awards, the Agency must have a single audit conducted in accordance with the Federal Code 2 CFR § 200.514 (**"Scope of Audit"**), except when the Agency elects to have a program-specific audit conducted in accordance with 2 CFR Part 200.501(c).

3.3 **Exemption.** An exemption shall apply when the federal awards expended are less than $1,000,000. If the Agency expends less than $1,000,000 during its fiscal year in federal awards, the Agency is exempt from federal audit requirements for that year, except as noted in 2 CFR § 200.503 (**"Relation to Other Audit Requirements"**), but records must be available for review or audit by the County, Comptroller, appropriate HUD officials, and Government Accountability Office (**"GAO"**).

Section 4. Audit Submission

4.1 Audits shall be submitted to the County, no later than thirty (30) days after the auditor's report is received by the Agency. All audits shall be completed no later than one-hundred eighty (180) days after the close of the Agency' fiscal year, or as specified in accordance with 2 CFR Part 200, Subpart F (**"Audit Requirements"**).

4.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which is compliant with 2 CFR Part 200, Subpart F, shall be forwarded to the County, with a copy provided to the Orange County Comptroller's Office, at both of the following addresses:

(a) Orange County, Florida
Housing and Community Development Division
Attn: Manager
525 E. South Street
Orlando, Florida 32802-1393

Or electronic mail to: sherry.julien@ocfl.net

AND

(b) Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38, Orlando, Florida 32802

Or electronic email to: jamille.clemens@occompt.com

4.3 Audit requirements stipulate that grantees and sub-grantees that spend $1,000,000 or more during their fiscal year in federal awards must have a single or program-specific audit conducted for that year, in accordance with the provisions of the Federal Code 2 CFR Part 200, Subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is: https://harvester.census.gov/facweb/.

4.4 In the event the Agency is required to submit their audit (single or program-specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200, Subpart F, a copy of the audit will be forwarded to the County and Comptroller's Office, as otherwise required by this Article.

4.5 Failure to comply with this requirement shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement from the Agency.

ARTICLE IX – TERM AND TERMINATION

Section 1. Term. The "**Term**" of this Agreement begins on the date of execution by the County and terminates five (5) years after the Project's Completion Date (as defined in the *Scope of Work*) (or **"Use Period"**). Due to the County's obligations to HUD, funding availability under this Agreement shall terminate on **April 9, 2030**.

Section 2. Subaward Period of Performance

2.1 The "Subaward Period of Performance" is the time during which the Agency may incur obligations to carry out the work or services authorized under this Agreement. The Agency may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(b)(1)(v).

2.2 The Subaward Period of Performance of this Agreement is: the date of execution by the County to February 28, 2030. If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, the Federal Award's Period of Performance shall prevail. The Manager of the County's Housing and Community Development Division may grant an extension of the Subaward Period of Performance provided that such extension does not exceed (12) twelve months and does not extend the Subaward Period of Performance beyond the Period of Performance provided in the Federal Award.

Section 3. Termination

3.1 The County may terminate this Agreement without cause and for convenience upon its provision of thirty (30) days prior written notice to the Agency. The Agency may terminate this Agreement without cause and for convenience upon its provision of forty-five (45) days prior written notice to the County. Any such notice shall comply with the requirements set forth in **Article XIV** (**"Notices"**) and shall be effective upon the other party's receipt of such notice.

3.2 In the event this Agreement is terminated before the end of the Term, whether for cause or convenience, the Agency shall reimburse the County all, or a portion, of the Subaward funds expended on the Project. Enforcement of such requirement shall be at the sole discretion of the County.

3.3 The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24)-hour prior written notice to the Agency. Cause shall include, but not be limited to, the following:

(a) Unauthorized or improper use of Funds for the Project;

(b) Failure to comply with the requirements of the CDBG-DR Program or the terms and conditions of this Agreement;

(c) Submission of incorrect or incomplete invoices, annual programmatic reports, or support documentation to the County;

(d) Inability to perform under this Agreement for any reason, including unavailability of CDBG-DR Program Funds to finance all or parts of the Project; or

(e) Violation of the conflict of interest or provisions of this Agreement and applicable law.

3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24)-hour notice delivered in accordance with **Article XIV.**

3.5 Upon notice from the County to terminate the Project, the Agency shall immediately discontinue expending any Funds for the Project. The Agency shall not resume providing Work under the Project without written approval from the County. Any charges or expenses incurred by the Agency without first receiving the required written approval from the County will be the sole responsibility of the Agency.

3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:

(a) Stop working under this Agreement on the date and to extent specified in the notice of termination;

(b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which has been terminated;

(d) Manage CDBG-DR Program properties as directed by the County;

(e) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and

(f) Take any other actions directed in writing by the County.

3.7 Pursuant to 2 CFR § 200.340(a)(4), the Agency may terminate this Agreement upon sending the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the County may terminate the Subaward in its entirety. Additionally, the Agency's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the Agency's ability to receive subawards, other grants, or any other contract opportunities from the County in the future.

Section 4. Force Majeure

4.1 Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil

or military authority, pandemic, act of God, or other similar causes beyond the party's control so long as the delay is not caused by the party's own fault or negligence. Notwithstanding the foregoing, the Agency cannot claim *Force Majeure* under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the *Scope of Work* of this Agreement, or which in any way existed at the time this Agreement was executed.

4.2 No other damages, fees, or costs may be assessed against the County for the County's termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

ARTICLE X – REPORTING AND CLOSEOUT

Section 1. Monthly Reports

1.1 The Agency shall submit monthly reports to the Program Administrator, together with the Invoice on or before the last day of the month following the month which work was performed.

1.2 The CDBG-DR Programmatic Report shall be submitted in accordance with the reporting requirements, attached to this Agreement as **"Exhibit E,"** which shall include, but not be limited to, the following information:

(a) Summary of current status;

(b) Summary of progress towards completion;

(c) Identification of any completed work.

1.3 The Program Administrator should be notified in writing of any problems, delays, or adverse conditions which may cause a delay in the Completion Date. Any such notification should be immediately after any of these conditions become known. A statement of action taken and any technical assistance needed to resolve the situation shall accompany this disclosure.

Section 2. Subaward Closeout

2.1 The closeout of the Federal Award, or this Subaward, does not affect any of the following:

(a) The right of the Federal Awarding Agency or the County to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or County must make any cost disallowance determination and notify the Agency within the record retention period.

(b) The requirement for the Agency to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost-rate adjustments.

(c) The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

(d) Audit requirements in 2 CFR Part 200, Subpart F.

(e) Property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.

(b) Records retention as required in §§ 200.334 through 200.338 of 2 CFR Part 200.

2.2 The Subrecipient is required to provide close out documents to the County including, but not limited to the following.

(a) Documentation reporting the grant accomplishments and expenditures

(b) Documentation that funds were expended in full or certification of the return of the remaining funds.

(c) Documentation describing the resolution of any outstanding audit or monitoring issues.

(d) Duplication of benefits verification form. A final review to be completed by the subrecipient and verified by Orange County as part of the close out process.

(e) Copy of the plan/study that was produced as a result of the CDBG-DR funded project.

2.3 After closeout of the Federal Award and/or this Subaward, a relationship created under the Federal Award and/or this Subaward may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the County and the Agency, provided the responsibilities of the Agency, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the Agency, as appropriate.

ARTICLE XI - ASSIGNMENTS AND SUBCONTRACTS

Section 1. Assignments

1.1. The parties deem the Work to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

1.2. The Agency shall not assign, sublet, convey, or transfer any interest, right, or duty under this Agreement without prior written consent from the County, which may be given at the County's sole discretion. If the Agency attempts to assign any such rights or duties without the prior written consent by the County, the County may declare this Agreement void and the Agency thereupon agrees to remit to the County all payments made pursuant to and for the entire term of this Agreement.

Section 2. Subcontracting

2.1 Primary roles and responsibilities of the Agency cannot be subcontracted. It is mutually agreed that any program component that is subcontracted by the Agency must have a written contract. The Agency must provide written notice to the County of all subcontractors. Procurement and/or bidding of non-primary roles and responsibilities must be awarded on a fair and non-collusive basis and must be in compliance with all applicable Orange County, State of Florida and Federal procurement standards at 2 CFR 200.318-327. The Agency shall not enter into a transaction with a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. The Agency shall not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List, in accordance with 2 CFR 200.214. The Agency must ensure that each subcontractor conforms to the terms and conditions of this Agreement and must be subject to indemnification as stated in Article XIII below.

2.2 The Agency shall ensure that subcontractors, if applicable, are required to comply with the requirements set forth in the Uniform Administrative Requirements.

2.3 The County shall retain the right to review and comment on the Agency's solicitation plans and documents prior to the solicitation of bids, and, if utilizing that right, the County shall approve the selected contractor in writing prior to the Agency entering into any contract relating to the Project. The Agency shall provide the Program Administrator a copy of all executed contracts with the selected contractors and sub-contractors, all of which shall include a provision requiring the respective contractor or sub-contractor to comply with the requirements of the Uniform Administrative Requirements and 2 CFR Part 200 Appendix II.

2.4 The Program Administrator shall retain the right to review and evaluate all submittals, attend all progress meetings, and be fully informed of all issues including, but not limited to, any deletions or revisions in work

resulting in a change in the Completion Date, and contract amount or scope of work. In no event shall the Completion Date be changed or otherwise modified beyond term of this Agreement without prior written approval by the County.

2.5 Section 3 Reports (as applicable): When an activity triggers Section 3 requirements, the Agency is required to submit data and information on Targeted Section 3 worker labor hours, Section 3 worker labor hours, total worker labor hours, and other qualitative efforts which the Agency and their vendors took in an attempt to reach or achieve Section 3 goals.

2.6 County staff will be responsible for completing and submitting all Federal Funding Accounting and Transparency Act (FFATA) reporting requirements.

ARTICLE XII - PROCUREMENT REQUIREMENTS

Section 1. General Requirements. The Agency shall comply with the applicable requirements set forth in 2 CFR § 200.318-200.327 (**"Procurement Standards"**) when performing procurement in the process of delivering Work specified in this Agreement.

Section 2. County Procurement Requirements

2.1 When procuring any goods or services provided to the Agency pursuant to this Agreement, the Agency must comply with the Procurement Standards. Moreover, by executing this Agreement, the Agency certifies that, for the purposes of using the Subaward funds, the Agency either: (a) maintains written purchasing procedures in compliance with such Procurement Standards; or (b) does not maintain written purchasing procedures that are compliant with such Procurement Standards and therefore agrees to use the County's purchasing procedures, which can be found at this link: https://www.orangecountyfl.net/VendorServices.aspx.

2.2 The Agency shall maintain an inventory of all property purchased or acquired with CDBG-DR Program Funds. "Property" shall mean all non-expendable, tangible property with a value of at least $1,000 (One Thousand Dollars) and a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each property item, verification of the existence and continued use of the property and, if applicable, the continued need for such property. The Agency assumes sole responsibility for insuring, and assumes all risk of damage or loss to, all property in the Agency's care, custody or control purchased or acquired with CDBG-DR Program Funds.

2.3 The Agency will immediately report lost or stolen property to the County. The Agency will also report stolen property to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the property, the Agency will submit a report to the County listing the item received or returned as well as a description, serial number and quantity.

2.4 Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired with CDBG-DR Program Funds, pursuant to the requirements of 2 CFR § 200.314 to 2 CFR § 200.316 (**"Property Standards"**). At the County's discretion, the County may allow the Agency to retain property purchased with CDBG-DR Program Funds if such property is needed to continue performing Work for low-income persons such as those provided for under this Agreement. The Agency shall obtain written permission from the Manager to continue using the property purchased with CDBG-DR Funds beyond the termination of this Agreement.

ARTICLE XIII – INDEMNIFICATION, SAFETY, AND INSURANCE REQUIREMENTS

Section 1. Indemnification. To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, as Grantee, the County's officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or the Agency's sub-consultants or providers (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Agency is a State department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 2. Protection of Persons and Property. While working or performing Work at County facilities, the Agency shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement.

2.1 The Agency shall take all reasonable precautions for the safety and protection of:

(a) All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;

(b) All property, materials, and equipment on the premises under the care, custody or control of the Agency; and

(c) Other property at or surrounding the premises including trees, shrubs, lawns, walks, pavement, and roadways.

2.2 The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, the Agency's agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft of loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.

2.3 The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:

(a) Occupational Safety & Health Act (OSHA)

(b) National Institute for Occupational Safety & Health (NIOSH)

(c) National Fire Protection Association (NFPA)

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx

2.4 In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

Section 3. Insurance

3.1 The Agency agrees to maintain, on a primary basis and at the Agency's sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review

and acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities assumed by the Agency under this Agreement. The Agency is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 440, Florida Statutes, as may be amended from time to time.

3.2 The Agency shall require and ensure that each of the Agency's contractors and sub-vendors/sub-contractors, consultants providing Work hereunder (if any) procures and maintains, until the completion of their respective Work, insurance of the types and to the limits necessary to protect the Agency and the County against any loss or claim resulting from the activities contemplated under this Agreement.

3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via *www.floir.com/companysearch* and A.M. Best's Ratings are available at *www.ambest.com*.)

3.4 **Required Coverage:**

(a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than $1,000,000 (One Million Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

Required Endorsements:

Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent.

(b) **Sexual abuse and molestation coverage** with limits of not less than $100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.

(c) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than $100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.

Required Endorsements:

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

(d) **Fidelity & Employee Dishonesty** – The Agency shall maintain fidelity/employee dishonesty coverage with a limit of not less than the CDBG-DR Funds awarded for the Project.

3.5 By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. Sample documents have been attached to this Agreement as **Exhibits I, J, and K**, but the Agency shall provide the Agency's own original forms as provided by the Agency's insurer. When required by the insurer, or should a policy condition permit the Agency to enter into a pre-loss agreement to waive

subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. Blanket endorsements will be accepted as long as the entire endorsement is submitted, and the policy number appears at the top of the first page. All specific policy endorsements shall be in the name of Orange County, Florida.

3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificates compliance management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section.

3.8 The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any cancellation or non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policies.

The certificate holder shall read:

Orange County, Florida
c/o Housing and Community Development Division
525 E. South Street
Orlando, Florida 32801

3.9 **State Agencies or Subdivisions.** If the Subrecipient is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes) and is self-insured:

(a) Paragraphs 3.1 – 3.8 of this Article are not applicable to the Subrecipient. However, such paragraphs do apply to any of the Subrecipient's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the Subrecipient in any such subcontracts.

(b) Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Subrecipient may self-insure its liability with coverage limits of $200,000 per person and $300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County's Risk Management Division at the address in Paragraph 3.8 of this Article.

Section 4. Vulnerable Persons

4.1 If the Work to be provided in the *Scope of Work* attached to this Agreement as **"Exhibit C"** involve "vulnerable persons" as defined in Section 435.02(6), Florida Statutes, then the Agency's employees, including its volunteers or any associates or agents of the Agency, that are contributing to the delivery of that Work, or who will come into contact with such vulnerable persons in any way, must undergo a background screening that complies with Section 435.04 (Level 2 screening standards), Florida Statutes. Additionally, the Agency agrees that it shall pass down this obligation to its subcontractors (if any).

4.2 This screening shall:

(a) Be completed at no cost to the County;

(b) Be completed prior to the employee/volunteer beginning work pursuant to this Agreement;

(c) Be repeated at five (5)-year intervals for the duration of this Agreement and any amendment hereto;

(d) Consist of an employment history check; and

(e) Include fingerprinting that will be checked against the following databases: (1) Statewide Criminal and Juvenile Justice Records through the Florida Department of Law Enforcement (FDLE); (2) Federal Criminal Records through the Federal Bureau of Investigation (FBI); and (3) Local Criminal Records through local law enforcement agencies.

4.3 If applicable, the Agency shall provide the Manager of the County's Housing and Community Development Division, or their designee, confirmation that the aforementioned screenings have been conducted and that the employee(s) providing Work are acceptable to use in the Agency's provision of Work to, or engagement with, such vulnerable persons.

Section 5. Independent Contractor. It is understood and agreed that nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Agency as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Agency is to be, and shall remain, an independent contractor with respect to all Work performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the Agency for all purposes, including but not limited to for any worker's compensation matters.

Section 6. Bonds: The Agency will comply with bonding requirements set forth in Section 255.05, Florida Statutes and 2 CFR § 200.326 with regard to the project funded under this Agreement.

ARTICLE XIV - NOTICES

All notices permitted or required shall be deemed validly given if sent by hand-delivery or mailed, return receipt requested, or by carrier or by overnight delivery addressed as follows:

As to County: Orange County Housing and Community Development Division
Attention: Manager
525 East South Street, Orlando, FL 32801

With Copy to: Orange County Administration
Attention: Infrastructure, Community, and Development Services
Administration Building, 5th Floor
201 S. Rosalind Avenue, Orlando, FL 32801

As to Agency: Rusty Johnson, City Mayor
City of Ocoee
1 N Bluford Ave.
Ocoee, FL 34761

ARTICLE XV - GENERAL TERMS AND CONDITIONS

Section 1. Religious and Political Activities. The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the CDBG-DR Program for sectarian or religious activities, lobbying, or political patronage activities. The Agency further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (**"Hatch Act"**), 24 CFR § 570.207(a)(3).

Section 2. Anti-Lobbying Provision. The Agency agrees that no federally appropriated funds will be used by the Agency, or on behalf of the Agency, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 USC § 1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the *Certification Regarding Lobbying* attached as **"Exhibit H."** A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency has already paid or will pay any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an employee or officer of the United States Congress, or an employee of a member of the United States Congress in connection with this federal grant, the Agency shall confirm that payment was not or shall not be paid with any federally appropriated funds and shall complete and submit a Standard Form LLL (**"Disclosure Form to Report Lobbying"**) in accordance with its instructions.

Section 3. Non-Discrimination. The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny any persons the benefits of, or subject any person to discrimination, with respect to any part of the operation of the Project or performance of Work related thereto. The Agency shall comply with 42 USC § 5301, et seq.; 42 USC § 6101; 29 USC § 794; 24 CFR §570.602; and 24 CFR Part 6. The Agency shall comply with Title VI of the Civil Rights Act of 1964 (42 USC § 2000d, et seq.) and implementing regulations in 24 CFR Part 1. The Agency shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 USC § 6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

Section 4. Resident Aliens. The Agency agrees to comply with the requirements set forth in 24 CFR § 570.613 regarding eligibility restrictions for certain resident aliens.

Section 5. Debarment and Suspension. The Agency acknowledges and understands that the regulations at 2 CFR Part 180 (**"OMB Guidelines to Agencies on Governmentwide Debarment And Suspension"**) specifically prohibit the County from entering into a **"Covered Transaction,"** as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (**"SAM"**) Exclusions list.

5.1 By executing this Agreement, the Agency hereby certifies that:

(a) It does not appear on the SAM Exclusions list;

(b) It shall maintain an active registration with SAM for the entire Term of this Agreement; and

(c) It shall notify the County within five (5) business days if is added to the SAM Exclusions list, or should its status under the SAM system change in any way, during the Term of this Agreement.

5.2 The Agency shall comply with 2 CFR Part 180, Subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5.3 The County reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Agency: (a) be found to have misrepresented its SAM system status in any manner; or (b) fail to notify the County of any change in its status under the SAM system.

5.4 By executing this Agreement, the Agency certifies it complies with the terms of this Article and 2 CFR Part 180, Subpart C (**"Responsibilities of Participants Regarding Transactions Doing Business with Other Persons"**). This certification is a material representation of fact relied upon by the County. If it is

later determined that the Agency fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Section 6. Conflict of Interest. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 2 CFR Part 200. The Agency shall comply with the conflict-of-interest provisions contained in 24 CFR § 570.611 for those cases not governed by 2 CFR Part 200. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG-DR Funds or who is in the position to participate in decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-DR-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one (1) year thereafter. The Agency shall also keep records supporting its requests for waivers of conflicts.

Section 7. Gifts. The Agency has an obligation to avoid or monitor gifts to the Agency that may create a potential conflict of interest or may create an appearance of a conflict.

Section 8. Unlawful Compensation. The Agency shall comply with all requirements regarding procurement issues as set forth in Chapter 287, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 9. Scrutinized Companies

9.1 By executing this Agreement, the Agency certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes. Specifically, by executing this Agreement, the Subrecipient certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

9.2 Additionally, if this Agreement is for an amount of one million dollars ($1,000,000) or more, by executing this Agreement, the Subrecipient certifies that it is not: (a) on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or (b) engaged in business operations in Cuba or Syria.

9.3 The County reserves the right to terminate this Agreement immediately should the Subrecipient be found to: (a) have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or (b) have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.

9.4 If this Agreement is terminated by the County as provided in subparagraph 9.3(a) above, the County reserves the right to pursue any and all available legal remedies against the Subrecipient, including but not limited to the remedies as described in Section 287.135, Florida Statutes. If this Agreement is terminated by the County as provided in subparagraph 9.3(b) above, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of the County's termination. Unless explicitly stated in this Section, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

Section 10. Prohibition of Use of Excessive Force. The Agency accepts and acknowledges the County's "Certification Regarding Policy Prohibiting Use of Excessive Force" attached hereto and incorporated by this reference as "**Exhibit M**."

Section 11. Environmental Review Requirements. The Agency shall submit to the County any changes to the original proposed scope of work, or any changes in the cost of the work, so that the County may evaluate this new information and conduct any further environmental review.

Section 12. Intentionally omitted.

Section 13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

13.1 The Agency is prohibited from obligating or expending any portion of the Subaward funds to procure or obtain, extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

13.2 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance services provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 14. Public Entity Crimes

14.1 By executing this Agreement, the Agency hereby certifies that neither the Agency, nor one or more of Agency's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Agency, nor any affiliate of the Agency, has been charged with and convicted of public entity crime subsequent to July 1, 1989. The Agency additionally certifies that the Agency has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list. For the purposes of this provision, the terms "public entity crime," "convicted," and "affiliate," are as defined in Section 287.133, Florida Statutes.

Section 15. Employment Eligibility.

15.1 By executing this Agreement, the Agency hereby certifies that, pursuant to Section 448.095, Florida Statutes, the Agency is registered with and will use the E-Verify system to verify authorization status of all newly hired employees.

15.2 Additionally, should the Agency enter into a subcontract utilizing any portion of the Subaward funds provided pursuant to this Agreement, the Agency shall require that such subcontractor provide the Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Agency shall maintain a copy of such subcontractor's affidavit in compliance with the records retention terms of this Agreement.

15.3 The Subcontract hereby acknowledges that if the County has a good faith belief that the Agency has knowingly violated Section 448.09(1), Florida Statutes, then the County is obligated to terminate this Agreement with the Agency pursuant to Section 448.095(5)(c)1., Florida Statutes.

15.4 If the County terminates this Agreement for the foregoing reason, the Agency will not be awarded a public contract for at least one (1) year after the date on which this Agreement was terminated, and the Agency will be liable for any additional costs incurred by the County as a result of the termination of this Agreement.

Section 16. Mandatory Disclosure

In accordance with 2 CFR § 200.113, the Agency will promptly disclose whenever, in connection with the Federal Award or this Subaward, the Agency has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). This disclosure must be made in writing to HUD, HUD's Office of the Inspector General, and the County. The Agency will also report matters related to recipient integrity and performance in accordance with 2 CFR Part 200, Appendix II. Failure to make required disclosures can result in the "**Remedies for Noncompliance**" described in 2 CFR § 200.339 including, but not limited to, withholding payments, disallowing costs, suspension or debarment, and suspension or termination of this Agreement.

Section 17. Whistleblower Protections

17.1. In accordance with 2 CFR § 200.217, the Agency may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

17.2. The Agency shall inform the Agency's employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.

ARTICLE XVI - MISCELLANEOUS

Section 1. Attorneys' Fees and Costs. Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an **"Action"**).

Section 2. Conflicts. The Agency shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

Section 3. Construction and Representations. Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

Section 4. Counterparts and Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of signature pages to the other parties at electronic mail addresses as designated by the parties, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such electronic delivery.

Section 5. Governing Law. This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.

Section 6. Headings. The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 7. Jury Waiver. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

Section 8. Remedies. No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 9. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

Section 10. Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

Section 11. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

Section 12. Use of County and Agency Logos. The Agency may not use of any the County's emblems, logos, or identifiers without written permission from the County. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

Section 13. Venue. Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

Section 14. Waiver. No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Section 15. Written Modification

16.1 No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

16.2 Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line-item transfers, personnel changes, and removal of special conditions, must be submitted to the Program Administrator no later than ten (10) days prior to the Project's Completion

Date set forth in **Article III**. Amendments that require approval by the BCC must be submitted to the Program Administrator no later than sixty (60) days prior to the Project's Completion Date. All amendment requests must be submitted in writing on the Agency's letterhead and include an explanation as to why an amendment is being requested.

Section 16. Entire Agreement. This written agreement and its exhibits constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ORANGE COUNTY SIGNATURE PAGE

"Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. §§ 287, 1001 and 31 U.S.C. §§ 3729–3733.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA
BY: Orange County Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

Date:_____

ATTEST:
Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

Date: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

SUBRECIPIENT SIGNATURE PAGE

BY: CITY OF OCOEE

Signature	**Signature**
Printed Name	**Printed Name**
Official Capacity	**Official Capacity**
Date	**Date**

NOTARY:

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence, or ☐ online notarization, this _____ day of _____, 20___, by _____, in their official capacity as _____ for the Agency.

☐ Personally Known; OR
☐ Produced Identification.
Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

NOTARY:

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence, or ☐ online notarization, this _____ day of _____, 20___, by _____, in their official capacity as the Board Chair or Authorized Representative for the Agency.

☐ Personally Known; OR
☐ Produced Identification.
Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

EXHIBIT A
APPLICABLE FEDERAL LAWS

The parties shall comply with the following laws and regulations in the performance of this Agreement:

1. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063.

2. Equal participation of faith-based organizations. The HUD program requirements in 24 CFR § 5.109 apply to the activities performed under this program, including the requirements regarding disposition and change in use of real property by a faith-based organization.

3. Debarred, suspended or ineligible contractors, 2 CFR part 200.213 and 2 CFR part 200 Appendix II.

4. Clean Air Act, as amended (42 USC §§ 7401--7671q.)

5. Water Pollution Control Act, as amended, 33 USC 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

6. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.

7. Drug Free Workplace Act of 1988.

8. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act

9. National Historic Preservation Act of 1966, as amended (Public Law 102-575).

10. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement. See 2 CFR § 200.321.

11. Fair Housing Act (42 U.S.C. § 3601, et. seq.) and implementing regulations at 24 CFR Part 100;; and their implementing regulations in 24 CFR Part 107 and shall keep all records demonstrating said compliance.

12. Rights to Inventions Made Under this Agreement. If the Federal Award and/or this Agreement meet the definition of "funding agreement" under 37 CFR §401.2(a), and the Agency is a small business firm or nonprofit organization, then the County shall comply with the requirements of 37 CFR §401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements), and any implementing regulations issued by the Federal Agency.

13. **The relevant provisions of 2 CFR Part 200 may be found at the following link: https://ecfr.federalregister.gov/current/title-2/subtitle-A/chapter-II. These provisions apply, except as set forth in 24 CFR § 570.502. Such relevant provisions include, but are not limited to:**

    - 2 CFR § 200.328 ("Financial reporting")
    - 2 CFR § 200.329 ("Monitoring and reporting program performance")
    - 2 CFR § 200.332 ("Requirements for pass through entities")
    - 2 CFR § 200.334 ("Retention requirements for records")
    - 2 CFR § 200.337 ("Access to records")
    - 2 CFR § 200.338 ("Restrictions on public access to records")
    - 2 CFR § 200.339 ("Remedies for noncompliance")
    - 2 CFR § 200.340 ("Termination")
    - 2 CFR § 200.341 ("Notification of termination requirement")
    - 2 CFR § 200.342 ("Opportunities to object, hearings and appeals")
    - 2 CFR § 200.343 ("Effects of suspension and termination")

EXHIBIT A
APPLICABLE FEDERAL LAWS

- 2 CFR § 200.345 (“Post-closeout adjustments and continuing responsibilities”)
- 2 CFR § 200.346 (“Collection of amounts due”)

EXHIBIT B
PROJECT BUDGET

CITY OF OCOEE
LAKE LOTTA AND NORTHWEST DITCH BASIN STUDIES
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)

Direct Costs	**Total Cost**
Project includes Studies of Lake Lotta and the Northwest Ditch basin to help the City of Ocoee develop a Watershed master Plan to support drainage improvement to reduce or eliminate long term flood risks, avoid drainage issues in developing areas and improve the City's rating with the Community Rating System (CRS) system to increase the discount received by residents on their NFIP flood insurance.	
Planning Study	$500,000
TOTAL BUDGET	**$500,000**

FUNDING ELIGIBLE ACTIVITIES: As further described in the *Scope of Work* found in **"Exhibit C".**

EXHIBIT C
SCOPE OF WORK

CITY OF OCOEE
LAKE LOTTA AND NORTHWEST DITCH BASIN STUDIES
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)

The proposed Project include activities associated with the Studies of Lake Lotta and the Northwest Ditch basins to support comprehensive planning activities based on the Interconnected Channel and Pond Routing (ICPR) modeling that will prioritize mitigation measures to reduce or eliminate long-term flood risks. The studies will help the City develop a Watershed master Plan to support drainage improvement projects, avoid drainage issues in developing areas, and improve the City's rating with the Community Rating System (CRS) system to increase the discount received by residents on their NFIP flood insurance.

Costs associated with planning, procurement, contracting, assessment, and engagements necessary for the development of a Watershed Master Plan

Project Location: The study is to take place in the Lake Lotta and Northwest Ditch basins within multiple Sections spanning Township 22 South, Ranges 28 and 27 of the City of Ocoee, FL 34761.

Projected Output/Outcomes:

Output: Full completion of all of the above-referenced activities by the Project Completion Date (see **Article III, Section 2** of the Agreement).

Outcome: The studies of Lake Lotta and the Northwest Ditch basins will support comprehensive planning activities based off of ICPR modeling that will prioritize mitigation measures that will reduce or eliminate long-term disaster risks. Data from the studies will help the City identify where and why there are elevated flood risks within the basins and help plan capital improvement projects that will benefit low income and underserved communities through increased flood resiliency.

PROGRAM/PROJECT ACTIVITY OVERVIEW

Project Name: City of Ocoee Lake Lotta and Northwest Ditch Basin Studies

Municipality/Dept/Division: City of Ocoee

CDBG-DR Program Eligible activity: Planning Studies

National Objective: N/A

CDBG-DR storm tie-back (for recovery projects) and/or mitigation resilience (for mitigation projects) measures:

Storm Tie Back:
- Photographic evidence from the storm event
- Federal, state, county, or municipal storm damage summary reports, road closure listings, or other storm related reporting
- Verified reporting by residents or witnesses
- Newspapers or other media reporting indicating impacts from the storm event

Mitigation Resilience Measures:
- Direct future development to integrate flood resiliency and mitigation measures into projects
- Identify means to reduce flood risks to current and future residents and property
- Lessens the risk of future natural disasters

- Enhance awareness of hazards and risks in the community
- Assists local planning efforts in the integration of new information

EXHIBIT D
INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to:

Orange County
Manager, Housing and Community Development
525 E. South Street
Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E
CDBG-DR PROGRAMMATIC REPORTING

Department/Division: City of Ocoee	**Report Period:**
Project Name: LAKE LOTTA AND NORTHWEST DITCH BASIN STUDIES	
Contact Person Name/Number: Hseth Burch 407-905-3170	

Projected Accomplishments (SECTION 1)

	Performance Measure	Projected	Actual
1	# acres of newly added or improved green space		
2	# acres of wetlands created		
3	# cubic feet of stormwater storage added		
4	% decrease in affluent discharged		
5	% decrease in area inundated by flooding		
6	% decrease in disruption hours to residents and businesses from impacts of storm events		
7	% decrease in NFIP CRS score		
8	% decrease in road closures in target area during a flood event		
9	% decrease water surface elevation level during a flood with a qualifying event		
10	$ estimated flood loss avoidance		
11	$ Funds allocated for water management/flood mitigation improvements		
12	$ Funds allocated for water-quality improvements		
13	% increase in acres of cropland protected from flooding		
14	% increase in groundwater infiltration		
15	% increase in number of acres converted to open space		
16	% increase in pumping capacity		
17	# linear feet of streams restored		
18	# occupied structures in floodplain		
19	# of acres green infrastructure created		
20	# of acres green space created		
21	# of acres green space preserved		
22	# of acres no longer vulnerable to flood events		
23	# of acres of native vegetation planted		

24	# of acres with improved multiple hazard risk mapping		
25	# of brownfield acres converted to wetland		
26	# of buildings (non-residential)		
27	# of containment systems constructed		
28	# of Elevated Structures		
29	# of fewer outages of critical facilities and utilities		
30	# of green infrastructure projects constructed		
31	# of greenspace users		
32	# of Linear feet of Public Improvement		
33	# of Linear Feet of Sewer Lines		
34	# of linear feet of shoreline restored		
35	# of linear feet of stream restored		
36	# of linear feet of trails constructed		
37	# of Linear Feet of Water Lines		
38	# of Linear miles of Public Improvement		
39	# of Non-business Organizations benefitting		
40	# of non-invasive species trees planted on project sites		
41	# of properties protected from future flooding		
42	# of properties with access above 100-yr flood level		
43	# of public facilities		
44	# of pump stations repaired/replaced		
45	# of reduced hours streets are flooded		
46	# of residents protected from future flooding		
47	# of Section 3 Labor Hours		
48	# of small water retention devices/systems installed		
49	# of storm water projects implemented		
50	# of Targeted Section 3 Labor Hours		
51	# of Total Labor Hours		
52	# of vacant lots repurposed		
53	# of water control structures repaired/replaced		
54	% reduction in emergency maintenance costs		
55	% reduction in energy costs		
56	% reduction in loss of service		
57	% reduction of sanitary sewer overflows		
58	% reduction of watershed nitrate loading		

59	% reduction of water surface elevation level		

Performance Measure	Projected	Actual
# of Planning Studies		

Projected Beneficiaries (SECTION 2)

Performance Measure	Projected Total	Low	Mod
# of Study/Plans completed			

Performance Measure	Projected Total	Low	Mod

**Note: should the measure not apply leave it blank. Projected number of houses/structures must be filled out. Some numbers might be the same. Projected # of persons can be taken from the Low/Mod Census Tract/Block of project area.

SECTION 3: (Attach a Narrative of Accomplishments for the year)

1. Provide Summary of accomplishments made with Orange County's CDBG-DR funds.
2. Describe mitigative and resiliency measures projected as a result of the study/plan completed using CDBG-DR funds..

Certification: I certify that this information is true and accurately reflects the information contained in agency records.

CITY OF OCOEE
By:

Signature of Subrecipient Representative

Official Title

Printed Name

Date

EXHIBIT F
SUBAWARD ADVANCE TERMS

Please select one of the choices below.

☒ The Subrecipient **will not be receiving funds in advance** pursuant to this Subrecipient Agreement.

☐ The Subrecipient **will be receiving an advance** of the Subaward pursuant to this Subrecipient Agreement and, therefore, the therefore hereby executes the following affidavit agreeing to the terms of such advance:

Part 1: Subaward Advance Terms

A. 2 CFR 200.305(b) (**"Federal Payment"**) permits the County to issue advance payments of the Subaward to the Subrecipient as long as such advanced payments are: (1) limited to the minimum amounts needed; and (2) timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the *Scope of Work*.

B. As such, the following **"Subaward Advance Budget"** was prepared:

C. Based upon the foregoing, the County shall issue an advance of $_____ at the beginning of the Agreement's term, or when such advance is agreed upon by the parties in writing. **All advanced Subaward funds must be spent no later than thirty (30) calendar days from the Subrecipient's receipt of the advance.**

D. **Subaward Advance Reconciliation.**

- The Subrecipient shall provide the County with a *Subaward Advance Reconciliation Report* with all documentation necessary (paid invoices, receipts, etc.) showing that the advance was appropriately spent no later than forty-five (45) calendar days after the Subrecipient receives the advance of the Subaward.

- Such *Subaward Advance Reconciliation Report* must be: (a) executed by the Subrecipient's authorized representative; and (b) include attestation language.

- If the Subrecipient failed to expend all of the advanced Subaward funds within the thirty (30) days provided, the balance of unspent funds shall be deducted from subsequent invoices received by the County until it is fully exhausted. Any such advanced funds remaining at the end of the Agreement's term must be returned to the County.

- The County reserves its right to suspend any further payments to the Subrecipient until it receives a sufficient *Subaward Advance Reconciliation Report* from the Subrecipient. Nothing in this **"Exhibit G"** should be construed as limiting the County from pursuing any additional remedies contemplated in the Agreement or at law.

E. The Subrecipient shall comply with all terms found in the Agreement regarding advances, including but not limited to, those found in the **"Payment"** section of this Agreement and shall provide evidence to the County that it has obtained the Fidelity & Employee Dishonesty Insurance as contemplated in this Agreement.

Part 2: Subaward Advance Affidavit

The undersigned hereby certifies on behalf of the Subrecipient, that:

1. The Subrecipient understands and will comply with the *Subaward Advance Terms* provided in **Part 1** above.

2. The *Subaward Advance Budget* provided for in **Part 1** above is a true and accurate representation of the Subrecipient's actual, immediate cash requirements for carrying out the *Scope of Work*.

3. The Subrecipient shall comply with 2 CFR § 200.305(b) and therefore shall maintain written procedures that minimize the time elapsing between: (1) the transfer of funds by the County to the Subrecipient, and (2) the Subrecipient's disbursement of such funds for direct project costs and the proportionate share of any allowable indirect costs.

4. The Subrecipient has reviewed 2 CFR § 200.305(b) and maintains financial management systems that comply with the standards therein for fund control and accountability.

5. The Subrecipient shall make timely payment to its contractors, vendors, and any agencies providing services to the Subrecipient pursuant to the Agreement.

6. Should the Subrecipient be found to have mismanaged the Subaward advanced by the County, the County may consider such mismanagement cause for termination of the Agreement.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

CITY OF OCOEE
By:

Signature of Subrecipient Representative	Official Title
Printed Name	Date

EXHIBIT G
LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured subcontractors or casual labor exposure.

I hereby certify that 100 percent of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if I terminate the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____

Date: _____

EXHIBIT H
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CITY OF OCOEE
By:

Signature of Subrecipient Representative	Official Title
Printed Name	Date

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SAMPLE

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

ABOVE IMAGE IS A SAMPLE ONLY

EXHIBIT J
(if/when applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

● 1983 National Council on Compensation Insurance.

ABOVE IMAGE IS A SAMPLE ONLY

EXHIBIT K
(if/when applicable)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE

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ABOVE IMAGE IS A SAMPLE ONLY

EXHIBIT L
CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by Orange County, Florida and the U.S. Department of Housing and Urban Development ("HUD") in awarding the grant funds. If it is later determined that the City of Ocoee knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the County's Housing and Community Development Department and/or HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. The City of Ocoee will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

The undersigned hereby certifies that the City of Ocoee will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the City of Ocoee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) The City of Ocoee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the Loan, the employee will:

   1. Abide by the terms of the statement; and

   2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

E. Notify the County's Housing and Community Development Department and/or HUD in writing within ten (10) calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

   1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

CITY OF OCOEE
By:

Signature of Subrecipient Representative	Official Title
Printed Name	Date

EXHIBIT M
CERTIFICATION REGARDING
PROHIBITING USE OF EXCESSIVE FORCE

In accordance with section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act), Orange County, Florida, certifies that:

It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

NOTE: This certification does not require the City of Ocoee to adopt a policy regarding excessive force. It is included for informational purposes only.

EXHIBIT N
SUBAWARD/SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST

CRITERIA	REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)		SUBRECIPIENT INFORMATION
2 CFR 200.332 (b)(1)(i)	Subrecipient name (which must match registered name in SAM.gov)		CITY OF OCOEE
(b)(1)(ii)	Subrecipient's Unique Entity Identifier:		PW36JGN235S7
(b)(1)(iii)	Federal Award Identification Number (FAIN)		B-23-UN-12-0003
(b)(1)(iv)	Federal Award Date (see 2 CFR § 200.39 Federal award date) or award to the recipient by the Federal agency		May 18, 2023
(b)(1)(v)	Subaward Period of Performance Start and End Date		See Article IX, Section 2.2.
(b)(1)(vi)	Subaward Budget Period Start and End Date		See Article IX, Section 2.2.
(b)(1)(vii)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient		$500,000
(b)(1)(viii)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation		Unknown
(b)(1)(ix)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity		$500,000
(b)(1)(x)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA)		Project includes studies of Lake Lotta and the Northwest Ditch basin to help the City of Ocoee develop a Watershed master Plan to support drainage improvement to reduce or eliminate long term flood risks, avoid drainage issues in developing areas and improve the City's rating with the Community Rating System (CRS) system to increase the discount received by residents on their NFIP flood insurance.
(b)(1)(xi)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity		U.S. Department of Housing and Urban Development; Pass-through entity: Orange County Contact: Mitchell Glasser, 407-836-5190
(b)(1)(xii)	Assistance Listings Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings number at time of disbursement		14.218 Community Development Block Grant $219,712,000
(b)(1)(xiii)	Identification of whether the award is R&D		No
(b)(1)(xiv)	Indirect cost rate for the Federal award (including if the de minimis rate is charged) per 2 CFR § 200.414		7.8344%
2 CFR 200.332 (b)(2)	All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.		Yes, see terms of the Agreement and Exhibit A.

EXHIBIT N
SUBAWARD/SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST

(b)(3)	Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports		Yes, Exhibits B, C, D, E, F, G, H, L, M, O
(b)(4)(i)	An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either: (A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so; (B) The de minimis indirect cost rate.		
(b)(4)(ii)	The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).		
(b)(5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part.		Yes, Article VII, Section 1 of Agreement, and Article VIII, Sections 3 and 4.
(b)(6)	Appropriate terms and conditions concerning closeout of the subaward.		Yes, Article X, Section 2 of Agreement.

OTHER SUBAWARD/SUBRECIPIENT FEDERAL AWARD REQUIREMENTS

(a)	**Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:**
(1)	The subrecipient's prior experience with the same or similar subawards (2 CFR 200.332(c)(1));
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program (2 CFR 200.332(c)(2);
(3)	Whether the subrecipient has new personnel or new or substantially changed systems (2 CFR 200.332(c)(3)); and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency) (2 CFR 200.332(c)(4)).
(b)	**Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR § 200.208.**
(c)	**Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:**

(1)	Reviewing financial and performance reports required by the pass-through entity (2 CFR 200.332(e)(1)).
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward (2 CFR 200.332(e)(2)).
(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521 (2 CFR 200.332(e)(3)).
(4)	The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with 2 CFR § 200.513(a)(4). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward (2 CFR 200.332(e)(4)).
(d)	**Depending upon the pass-through entity's assessment of the risk posed by the subrecipient (as described in paragraph (a) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:**
(1)	Providing Subrecipients with training and technical assistance on program-related matters (2 CFR 200.332(f)(1)); and
(2)	Performing on-site reviews of the subrecipient's program operations (2 CFR 200.332(f)(2)); and
(3)	Arranging for agreed-upon-procedures engagements as described in 2 CFR § 200.425 (2 CFR 200.332(f)(3)).
(e)	**Verify that every subrecipient is audited as required by Subpart F—Audit Requirements—of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR § 200.501.**
(f)	**Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.**
(g)	**Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR § 200.339 of this part and in program regulations.**
[April 2024 Update to 2 CFR Part 200]	

Name of Reviewer: _____

Signature: _____

Title: Manager (or designee)
Orange County Housing and Community Development Division

EXHIBIT O
SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into by and between City of Ocoee (hereinafter referred to as "Agency") and Orange County (hereinafter referred to as “County”).

In consideration of the Agency's receipt of funds or the commitment by the County to evaluate the Agency's application for the receipt of funds (collectively, the "Agency Award") under the Community Development Block Grant – Disaster Recovery Program (the "CDBG-DR Program") administered by the County, the Agency hereby assigns to the County all of the Agency's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit, or insurance policies of any type or coverage, or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA”) or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs"), that was the basis of the calculation of the Agency Award paid or to be paid to the Agency under the CDBG-DR Program and that are determined at the sole discretion of the County to be a duplication of benefit ("DOB”), as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA, or the SBA, or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds."

The Agency agrees to notify the County within five (5) business days of any additional or new payments, loans, grants, or awards by HUD, FEMA, SBA, the State of Florida, or any other entity not specifically disclosed in this Agreement. Further, the Agency understands and acknowledges the County’s right and responsibility to enforce this requirement by recapturing all or a portion of the CDBG-DR Agency Award if the Proceeds received are determined to be DOB Proceeds within this CDBG-DR Program activity. The Agency will be required to pay back the received CDBG-DR Agency Award, which was found to be DOB Proceeds, within 30 days of receipt of the identified duplicative payment. The amount of DOB determined to be paid to the County shall not exceed the Agency Award amount received by the Agency from the CDBG-DR Program.

The Agency agrees to assist and cooperate with the County to pursue any of the claims the Agency has against insurers for reimbursement of DOB Proceeds under any such policies. The Agency's assistance and cooperation shall include, but not be limited to, allowing suit to be brought under the Agency's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the County. The Agency further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Agency would be entitled to under any applicable Disaster Program.

If requested by the County, the Agency agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the County, to the extent of the Agency Award paid to the Agency under the CDBG-DR Program, the policies, any amounts received under the CDBG-DR Program that are DOB Proceeds, and/or any right thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the County to consummate and make effective for the purposes of this Agreement.

The Agency explicitly allows the County to request of any company with which the Agency held insurance policies, FEMA, SBA, or any other entity from which the Agency has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the County to monitor and enforce its interest in the rights assigned to it under this Agreement and give the Agency's consent to such company(ies) to release all information to the County.

If the Agency (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, the Agency agrees to promptly pay such amounts to the County, if Agency received an Agency Award under the CDBG-DR Program in an amount greater than the amount the Agency would have received if such DOB Proceeds had been considered in the calculation of the Agency's award.

In the event that the Agency receives or is scheduled to receive any subsequent Proceeds, the Agency shall notify the County in the manner above of such subsequent Proceeds. The County will determine the amount, if any, of the subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of the

determined Subsequent DOB Proceeds shall not be requested from the Agency to provide to the County. Subsequent DOB Proceeds shall be remitted to the County as follows:

1. If the Agency has received full payment of the Agency Award, any Subsequent DOB Proceeds shall be remitted to the County.
2. If the Agency has received no payment of the Agency Award, any determined Subsequent DOB Proceeds shall be used by the County to reduce payments and the agreed-upon amount of the Agency Award to the Agency, and all Subsequent DOB Proceeds shall be retained by the Agency for use on the CDBG-DR Program activity.
3. If the Agency has received a portion of the Agency Award, any Subsequent DOB Proceeds shall be used, retained, and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments or agreed-upon amount of the Agency Award, and Subsequent DOB Proceeds in such amount shall be retained by the Agency for use on the CDBG-DR Program activity; and (B) any remaining Subsequent DOB Proceeds shall be remitted to the County.
4. If the County makes the determination that the Agency does not qualify to participate in the CDBG-DR Program or the Agency determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to the Agency, less any portion of the Agency Award amount paid to the Agency and which needs to be remitted to the County, and this Agreement shall terminate.

Once the County has recovered an amount equal to the Agency Award paid to the Agency, the County will reassign to the Agency any right assigned to the County pursuant to this Agreement.

The Agency represents that all statements and representations made by the Agency regarding Proceeds received by the Agency shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

The person executing this Agreement on behalf of the Agency hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by the Agency.

In any proceeding to enforce this Agreement, the County shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF OCOEE
By:

Signature of Subrecipient Representative	Official Title
Printed Name	Date

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 12

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Piggyback City of Flagler Beach Contract for Federal and State Legislative Services. (Utilities Director Bolling)

Background Summary:

The City of Ocoee Utilities Department is facing significant infrastructure costs to maintain service levels and meet constantly evolving and costly regulatory requirements. While federal and state grants are available to offset these costs, the application process has become increasingly competitive. Legislative assistance to secure grant funding will be critical to the Utilities Departments efforts to fund costly projects. To ensure that the City's interests and needs are represented on a state and federal level, Staff recommends retaining a firm specialized in legislative assistance using available funding from the approved City of Ocoee budget for Fiscal Year 2025-2026 Utility Administration Professional Services budget. Anfield Consulting Partners (Anfield) is currently under contract with the City of Flagler Beach for "Professional Consulting and Lobbying Services" at a monthly rate of $8,500.00. For an $8,500 monthly rate, Anfield with the subconsultant Arrow Group, will provide the City of Ocoee legislative assistance for state and federal grants and appropriations.

Issue:

Should the Honorable Mayor and City Commission approve to piggyback the City of Flagler Beach Contract for professional consulting and legislative assistance by Anfield Consulting Partners?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve piggybacking the Flagler Beach Professional Consulting and Lobbying Services Contract and award professional consulting for state and federal legislative services to Anfield in the amount of $51,000, and authorize the Mayor to execute the required contract. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order.

Attachments:

1. City of Flagler Beach Agreement

Financial Impacts:

Services are adequately funded under GL 401-531-00-3128.

Type of Item: Consent

Anfield [CONSULTING]

AGREEMENT FOR PROFESSIONAL SERVICES

This contract for professional consulting and lobbying services (hereinafter referred to as "Agreement") between Anfield Consulting, Inc. a privately-owned corporation registered in the State of Florida (hereinafter referred to as "ANFIELD"), and City of Flagler Beach, a political subdivision of the State of Florida (hereinafter referred to as "CLIENT"). ANFIELD and CLIENT shall collectively be referred to as the "Parties." (https://www.anfieldflorida.com)

(1) Services: ANFIELD shall assist CLIENT with lobbying all relevant issues before the State Legislative and the Executive Branches including all state agencies, St. Johns River Water Management District and Flagler County. The primary manager lead for ANFIELD will be Edgar G. Fernandez. He will be supported by his Partners, Brett Cyphers and Natalie Fausel.

In addition to its state lobbying responsibilities ANFIELD will also lobby, coordinate and manage federal outreach and advocacy efforts in furtherance of the City of Flagler Beach's goals.. ANFIELD will be assisted in this effort by the law firm of Becker & Poliakoff, P.A. Florida, a privately-owned corporation registered in the State of Florida for federal lobbying services. (https://beckerlawyers.com/washington-dc/).. Omar Franco, the managing director of the Becker & Poliakoff's, Washington DC office lobbying practice will serve as the lead on outreach to the Federal Legislative and Executive Branches, as well as the U.S. Army Corps of Engineers.

The ANFIELD / Becker team shall provide strategic consulting, facilitation and advocacy services.

All representations made by the ANFIELD / Becker team on CLIENT'S behalf shall be subject to prior approval by CLIENT'S authorized representative, City Manager or designee.

(2) Term and Compensation: The term for the agreement will commence on **November 13th, 2024 and end November 12th, 2026.** CLIENT will pay ANFIELD a monthly payment in the amount of EIGHT THOUSAND FIVE HUNDRED dollars ($8,5000.00) to perform the services specified in Section (1).

Each shall be payable monthly upon receipt of an invoice from ANFIELD. All payments will be made by check or money order consistent with Section (3) of this Agreement.

The retainer and monthly fee payable to ANFIELD covers all incidental costs or fees related to services provided by subcontractors identified by ANFIELD and authorized by CLIENT for retention such as regular U.S. mail, copies, and telephone. However, ANFIELD shall be entitled to reimbursement in addition to the retainer and monthly fee for those additional expenses including but not limited to business travel, lodging, state or local lobbying registration or renewal fees, express mail costs, costs of preparing presentation materials needed to represent the client, and similar related costs during the term of the agreement. ANFIELD will discuss such expenditures before incurring them and to receive prior authorization for said expenses from CLIENT'S authorized representative, the City Manager or their designee.

(3) Issuance of Payments and Notice: CLIENT shall make checks payable to ANFIELD Consulting, Inc. and send payment(s) to: 201 West Park Avenue, Suite 100, Tallahassee, FL 32301. All written notices from CLIENT to ANFIELD shall also be sent to this address.

(4) Renewal and Termination: This Agreement may be modified or extended only by a written document signed by both Parties. Conversely, either Party may terminate this Agreement prior to the date (if applicable) established in section (2) of this Agreement by providing written notice to the other Party thirty (30) days prior to the desired date of termination. CLIENT shall pay ANFIELD for any and all services and CLIENT approved expenses during the term of this Agreement up to and until the established date of termination. In the event of early termination, the final amount to be paid shall be established on a pro-rata basis based on number of business days in a calendar year. If retainer and monthly fee exceed the pro-rata amount due, ANFIELD shall remit the difference within 30 days of termination in a check or money order payable to: City of Flagler Beach.

(5) Governing Law: This Agreement is executed in the State of Florida and shall be construed, interpreted, and governed by the laws of such state, and by all applicable laws of the United States of America.

(6) Confidentiality: ANFIELD acknowledges and understands that this Agreement and the services rendered to the CLIENT are confidential between the two Parties and that a violation or breach of confidentiality is cause for termination and other relief pursuant to section (5) of this Agreement.

(7) Agreement Execution: The Parties, after reviewing, reading, and understanding the contents of this document, do hereby execute this Agreement by their respective signatures. This Agreement is effective as of November 13th, 2024.

For the Anfield Consulting, Inc.:

Alberto Balido, Managing Partner

10/25/24

Date Executed

For the City of Flagler Beach:

Patti King, Mayor

October 24, 2024

Date Executed

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 13

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Inspection of Over Seven (7) Miles of Critical Segments of the City's Force Mains. (Utilities Director Bolling)

Background Summary:

As part of the wastewater collection system preventive maintenance program, the FY 26 approved budget incudes the inspection of 7 miles of critical segments of the City's force mains. The inspection will utilize a specialized technology known as a "smart ball". The smart ball device is inserted into the force main and propelled through designated force main segments by lift station pumps. As it travels through the pipeline, it collects data including pressure variations that may indicate leaks, locations of air pockets (trapped gases), and mapping of the force main alignment. This data is used to assess the pipe condition in an effort to prevent pipe failures.

Air pockets and leaks are of particular concern. Air pockets and leaks can create corrosive environments and strain on pipe, accelerating pipe deterioration and negatively impacting lift station pump performance. Early detection allows staff to take corrective action, extending the lifespan of the infrastructure and reducing the likelihood of costly emergency repairs. Staff requested quotes from Xylem, RJN Group, and American Pipeline Solutions, Inc. (APS). Staff received quotes of $182,212.50, $199,600, and $168,000 respectively, and APS provided the lowest quote.

Issue:

Should the Honorable Mayor and City Commission approve to contract with APS for the force main pipe condition assessment of over 7 miles of critical force main segments in the amount of $168,000?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission authorize the City Manager to cause the approval of FM inspections by contracting with APS at a cost of $168,000 and authorize the City Manager to approve changes to this contract up to the limit of his purchasing authority for each change order.

Attachments:

1. Xylem Quote
2. RJN Group Quote
3. APS Quote

Financial Impacts:
This is adequately funded using the approved City of Ocoee Budget for Fiscal Year 2025-2026 (RR016-26 Wastewater Field – Smart Ball under GL 407-535-10-4608).

Type of Item: Consent

xylem
Let's Solve Water



Proposal for

IN-SERVICE WASTEWATER PIPELINE CONDITION ASSESSMENT

LS 70, LS 63 and LS 7 Force Mains

SmartBall®

pure TECHNOLOGIES
a xylem brand

February 13, 2026

Mr. Richard Dilyerd
Utilities Operator
City of Ocoee
1 N. Bluford Avenue
Ocoee, FL 34761

RE: LS 70, LS 63 and LS 7 Force Mains Condition Assessment

Dear Mr. Dilyerd,

Pure Technologies U.S. Inc., a Xylem brand, is pleased to offer our services to the City of Ocoee for inline leak and gas pocket detection of the City's major east and west force mains. The project scope includes inspection of the following:

- 7,520 linear feet (LF) of 8-, 16-, 20-, 20- and 24-in force main from LS 70 to LS 63
- 11,521 LF of 20- and 24-in force main from LS 63 to the wastewater treatment facility (WWTF)
- 21,396 LF of 16- and 20-in force main from LS 7 to the WWTF

We propose using our SmartBall® free-swimming inspection platform to complete this project. SmartBall inspects pipelines while they are in service, detects acoustic activity associated with leaks and trapped air pockets, and uses motion data to map the pipelines' true alignment.

As a recognized industry leader in the inspection, assessment, and management of pressurized water and wastewater pipelines, Pure Technologies continually strives to set the industry standard with the most trusted, technologically advanced tools operated by our highly experienced team.

We look forward to addressing any questions you may have and look forward to working with you on this important project.

Jennifer Leone, PE.
Business Development Manager
Pure Technologies U.S. Inc.
Jennifer.Leone@xylem.com

Will Craven, P.E.
Business Development Manager – East
Pure Technologies U.S. Inc.
william.craven@xylem.com

In-Service Wastewater Pipeline Condition Assessment and (Optional) Mapping

Free-swimming inline inspection is the best solution for detecting gas pockets in wastewater pipelines as it brings the acoustic sensor directly to the gas pocket while the pipeline remains operating under normal conditions, providing greater sensitivity and accuracy, and covering long distances in a single deployment. The SmartBall inspection platform is deployed in an active line, avoiding the inconveniences associated with shutting off flow for the duration of the inspection. Using the SmartBall inspection platform, Pure Technologies has inspected over 1,100 miles of wastewater pressure pipes.

Gas Pocket Detection and Mapping for Condition Assessment. While there are several mechanisms for the failure of wastewater pressure pipe, research conducted as part of the Water Research Foundation (WRF): 2010 Guidelines for the Inspection of Wastewater Force Mains, shows the most common failure mode is internal corrosion due to hydrogen sulfide (H2S). This failure mode is caused by a gas pocket containing H2S forming in the pipeline, which corrodes the pipe wall and eventually leads to a failure. Failure modes identified in the WRF study are shown in **Figure 1**. Hydrogen sulfide gas, when released from the system or the pipe's appurtenances can also create a toxic environment for humans, ranging from a mild irritant to concentrations that are fatal.

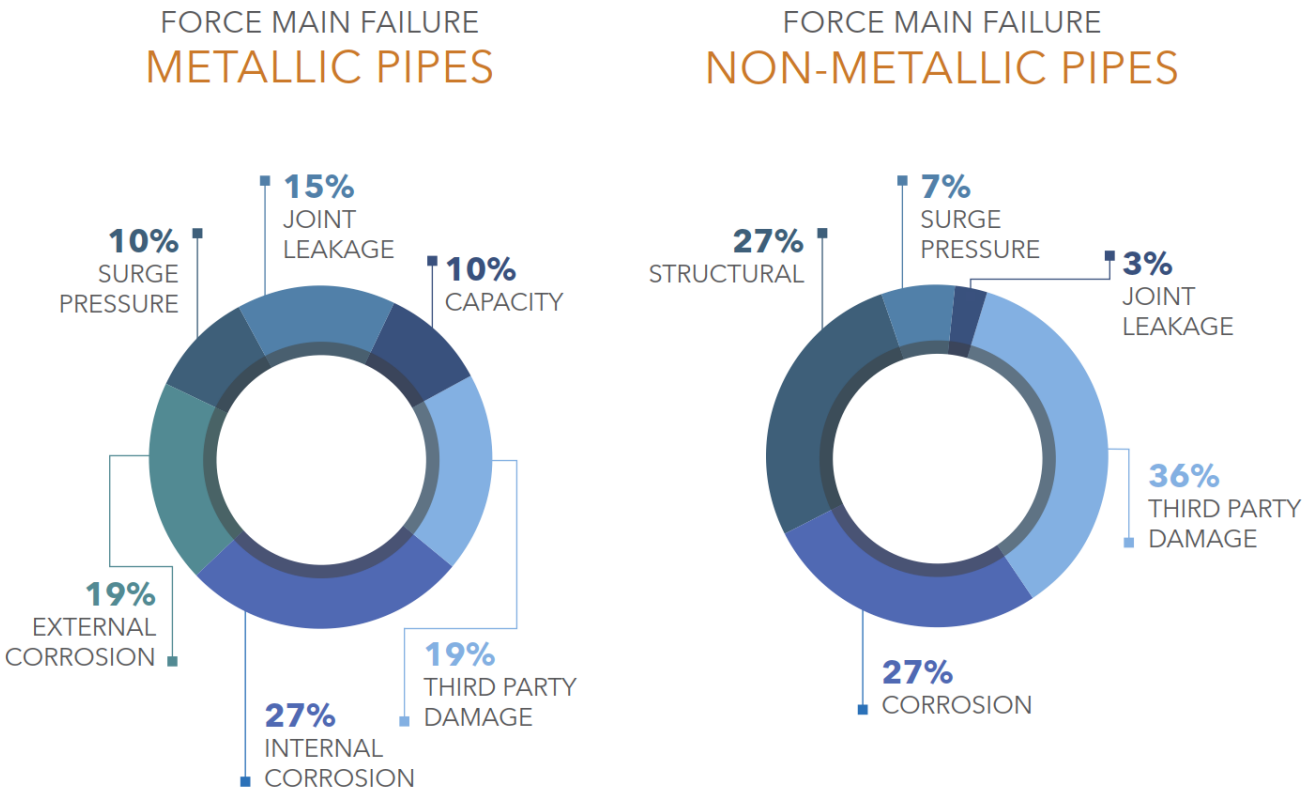


Figure 1. Failure Modes Identified in WRF's 2010 Guidelines for the Inspection of Wastewater Force Mains

Additionally, gas pockets can impact the operation of pump stations by reducing the capacity of the pipeline and increase the risk of collapse due to vacuum at gas pocket locations should a transient pressure wave traverse the pipeline.

Pure Technologies has performed an analysis of force mains inspected using acoustic based technologies in order to better characterize the frequency and location of gas pockets. Based on the analysis, 72% of gas pockets were not located at known high points or gas release valves. Inspections utilizing the SmartBall inspection platform allows utilities to identify and address leaks and gas pockets before they lead to catastrophic failures.

Condition Assessment Engineering and Transient Pressure Monitoring. Gain an in-depth understanding of force main condition by combining SmartBall data with additional assessment techniques, such as transient pressure monitoring (TPM) and by conducting strategic test pit validations at gas pocket locations to directly measure wall thickness. Evaluate the significance of wall loss through a structural evaluation consisting of a design check and a Finite Element Analysis (FEA) structural performance curve. This evaluation can then be used to statistically calculate the probability of failure under the wall loss conditions.

Pipeline Mapping (Optional). Knowing the location of underground pipelines with certainty is a key component of pipeline management and comprehensive condition assessment programs. Confirming the location of buried assets helps pipeline managers evaluate the risk of pipeline failure, understand the alignment relative to other critical assets and nearby utilities, efficiently plan to minimize the cost of maintenance work, reduce the likelihood of third-party damage, and conduct more accurate hydraulic modeling.

SmartBall

The SmartBall inspection platform is a free-swimming, non-destructive inline inspection technology that detects acoustic activity associated with leaks and pockets of trapped gas in pressurized pipelines. Optionally, SmartBall can map the pipeline using the motion data of the tool along with field-collected global positioning system (GPS) data as shown in **Figure 2**.

The SmartBall tool is typically inserted into an active line through a check valve in a pump station. Once deployed, the tool is propelled by the hydraulic flow and can navigate inline valves, 90-degree bends, tees, diameter changes, profile changes, and vertical risers. It is typically extracted from the pipeline by installing a metal bar screen at a gravity transition manhole or other depressurized feature as shown in **Figure 3**.

Since 2005, utilities around the world have relied on the SmartBall platform to inspect more than 8,895 miles of pipelines including 1,100 miles of wastewater pipelines.

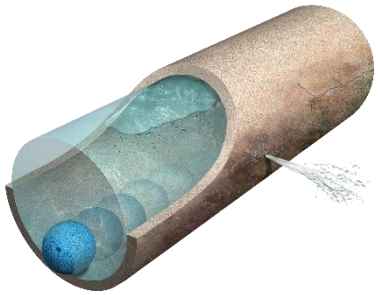


Figure 2: SmartBall Free-swimming Inspection Platform for Pipeline Leak, Gas Pocket Detection and Mapping

The SmartBall tool is continuously tracked during an inspection using proprietary tracking devices synchronized with the tool and tracking sensors installed along the pipeline prior to deployment.

The collected data is evaluated by experienced data analysts using proprietary software and methods to report the location of leaks and gas pockets, as well as provide a qualitative estimate of leak magnitudes to help prioritize further investigation and repair activities. When mapping of the pipeline is included in the project scope, advanced location algorithms are used to evaluate

motion data recorded by the SmartBall tool in combination with field-collected GPS data to determine the alignment of the pipeline.

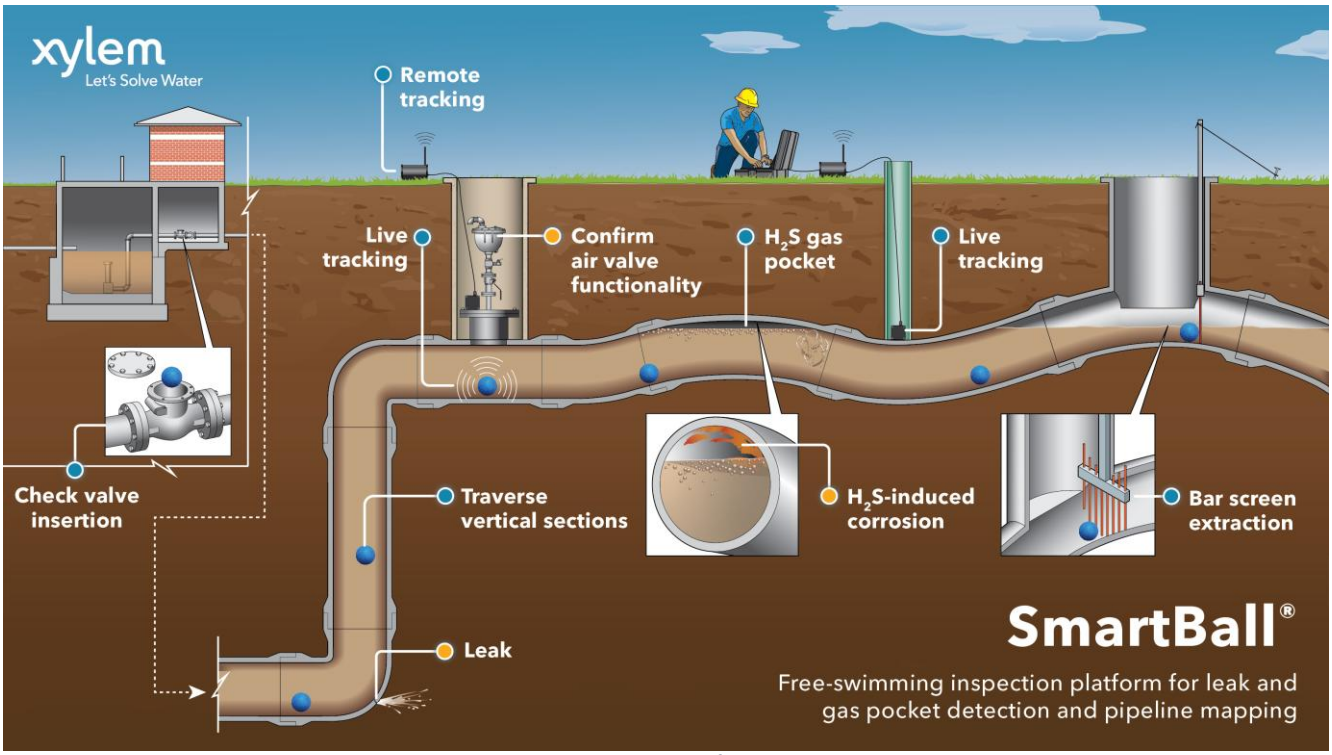


Figure 3. SmartBall Platform Overview

Condition Assessment Engineering

Transient Pressure Monitoring

A hydraulic evaluation is proposed in order to understand the operational and surge pressures within the pipeline. When pipe wall degradation is combined with surge pressures, the likelihood of pipe failure can be significantly increased. Evaluation of the pump station operation, such as pump startup mode, typical and peak flows, operating and surge pressures, and surge protection, can provide important information on the stresses imparted on the pipeline.

Hydraulic pressure transients (also known as surges or water hammers) occur in pipelines when the pressure conditions in the system change due to variances in pressure or flow (e.g., pump on/off cycles or the rapid closure of a valve). The magnitude of a transient is related to several factors that include, but are not limited to, the flow rate within the pipeline, the time over which the change in steady-state condition occurs, and a pipe's hoop stiffness. During a transient event, the kinetic energy within the pipeline (velocity of the water) is converted into potential energy (pressure in the pipe) and strain energy (deformation/strain in the pipe wall) by the propagation of transient pressure waves. A transient pressure wave can travel through the pipeline at speeds greater than 3,000 feet per second and can cause damaging pressure events and vacuum conditions, which can lead to permanent damage within the pipe wall and failure within the pipe system.

Conventional pressure monitors collect data in intervals of seconds or minutes while a transient may occur in a fraction of a second and may be missed by traditional equipment. A transient pressure monitor (TPM) continuously samples pressure at a high rate and records data every few

minutes under normal operating conditions; however, when a transient pressure event is detected in the pipeline, the sampling rate increases to once every 50 milliseconds (20 readings per second). Transient pressure monitors are also capable of recording negative pressures in a pipeline as low as -14.7 psi, or perfect vacuum, as well as positive pressures in the pipelines as high as 300 psi.

Field Verifications

Test pits along with field verifications/wall thickness measurements performed in conjunction with a SmartBall leak and gas pocket inspection can provide input for structural modeling and remaining useful life (RUL) analysis, where repairs are being made. Pure Technologies can coordinate test pit location and site preparation prior to mobilizing to the project sites.

External testing will be performed to determine wall thickness and areas of internal and external corrosion using one or more testing technique—ultrasonic, pulsed eddy current, external magnetic flux leakage, magnetic particle or dye penetrant testing.

Design Check

American Water Works Association (AWWA) C150 standard dictates the design requirements for Ductile-Iron Pipe (DIP). By using the equations presented in the standard, the minimum required wall thickness for current loading conditions is calculated over the length of the pipeline. With only the inputs of overburden, internal pressure, and pipe material, we can understand if the pipe that was installed meets or exceeds the standards (was the pipe over or under designed). This is a first and conservative step to evaluating the significance of any defects.

The withdrawn AWWA C101 standard dictated the design requirements for Cast Iron Pipe (CIP). By using the equations presented in the standards, the minimum required wall thickness for current loading conditions is calculated over the length of the pipeline. With only the inputs of overburden, internal pressure, and pipe material, we can understand if the pipe that was installed meets or exceeds the standards (was the pipe over or under designed). This is a first and conservative step to evaluating the significance of any defects.

Using the equations and requirements presented in the standard and design manual, Pure Technologies will calculate the minimum area of pipe wall thickness required to withstand both internal working pressure, instantaneous surge pressure, and external loading along the length of the pipeline. This analysis assumes uniform wall thickness as opposed to evaluating the effects of individual defects.

Probability of Failure

Using a probability of failure simulation, pipeline management strategies can be developed that address the short-term management and long-term renewal strategies for the force mains. It should be noted that a statistical evaluation and RUL calculations are contingent upon performing test pits to obtain wall thickness measurements. The preferred means to accomplish the RUL calculations is via test pits that are chosen at statistically significant locations. Additional ultrasonic thickness measurements can be taken at existing air release valves locations or where leaks or pockets of trapped gas are being externally repaired.

Project Milestones and Deliverables

Additional details regarding insertion, extraction and tracking of the inspection tools are provided in Appendix A, Inspection Considerations.

Planning and Mobilization

The planning process is an integral element of a successful project. It allows the team to identify features of the site or the pipe that could prevent a successful inspection. Actions can then be implemented to mitigate any potential risk.

Pure Technologies will meet with the City to perform a site visit to assess access to the pipeline and identify potential challenges and risks. As much information as possible on the pipeline will be requested during the planning process. It is our understanding that the City will facilitate all civil activity for pipeline access and tracking sensor installation, which may require modification to existing features, excavation, tapping, traffic control, scaffolding and other activities identified during the planning process necessary to access pipeline features determined to be critical to the inspection. Pure Technologies will make every effort to utilize existing pipeline features where feasible.

Activities undertaken as part of the planning and mobilization process include, but are not necessarily limited to the following:

- Project document review
- Project planning site visit and review
- Pre-inspection coordination/meetings
- Planning document development, including tracking plan and tracking sensor installation details
- Equipment and staffing logistics
- Tool preparation
- Pre-inspection activities required in advance of the scheduled inspection date

Based on the information gathered from the project planning site visit and all available documents, a detailed Project Planning Document (PPD) outlining the inspection plan, including insertion and extraction procedures and tracking sensor locations will be submitted prior to commencing the work. The PPD will be submitted to the City in electronic portable data format (PDF) format at least two weeks prior to the inspection, dependent on the receipt of project data, or as soon as possible in cases of urgent mobilization. The City should review and provide comments or approval of the PPD prior to mobilization. Any changes to the scope that arise in the planning process which impact the pricing in this proposal will be discussed with the City and mutually agreed upon before proceeding.

Note that some operation conditions commonly encountered during force main inspections, such as excessive sludge on the pipe wall or pump-cycling during the inspection, can negatively impact mapping accuracy. During this project planning phase, the Pure Technologies team will highlight best practices to minimize these conditions, such as cleaning ahead of inspection,

supplementation of the wet well to ensure constant pumping and/or potholing additional Control Points. Implementing these recommendations will ensure that high quality data is collected and reported.

During the site visit, GPS location data will be collected for all Control Points and Reference Points. Chambers and vaults must be opened to ensure that the GPS points are recorded above the actual pipeline feature or to add an offset to the GPS points.

Planning and Mobilization Deliverables

1. Project Planning Document that outlines the inspection plan, including insertion and extraction procedures and tracking sensor locations.

Inspection

SmartBall tracking sensor installation will be completed prior to inspection and may take one to two days, depending on sensor locations and accessibility. It is expected that the City will provide assistance with any sensor installations that require soft digs or pavement coring to access the pipeline and will provide appropriate traffic control during tracking installations, if required, as outlined in the PPD.

The inspection is anticipated to take 2-3 days to complete. Tracking teams will be assigned to monitor the tool's movement through the pipeline. If required, the City will provide traffic control during the inspection at each tracking sensor location. Coordination with operations staff will be required throughout the duration of the inspection, particularly for activities such as valve operation, pump management, etc. These activities will be outlined in the PPD. Upon completion of the inspection, data will be downloaded from the SmartBall tool and shared with the Pure Technologies analysis team.



Figure 5. Example of Bar Screen Extraction of the

The SmartBall tool is typically inserted into force mains through the open bonnet of an isolated check valve in a pump station but can be inserted using any new or existing 4-inch full bore flanged valve (e.g., an isolation valve under an air release valve or other pipeline feature), gravity transitions, or bypass piping.

Extraction of the SmartBall tool is typically performed by installing a metal bar screen at a gravity transition manhole or other depressurized feature. The SmartBall, which is rolling along the bottom of the pipe, will be stopped by the bar screen and a net is used to extract it from the pipeline. Other extraction methods are possible and can be evaluated by the SmartBall technical experts for feasibility. An example of extracting the SmartBall tool with Pure Technologies' standard bar screen is shown in **Figure 5**.

Leak and gas pocket locations are determined using data recorded by the sensors onboard the SmartBall tool as well as that recorded by the tracking devices. This data is also used to determine

if a leak is occurring on a pipe joint, barrel, or pipeline feature. Leaks occurring on the barrel of a pipe may indicate the pipe has been structurally weakened and is in danger of failing. Experience has shown our analysis methods are accurate to within approximately ±6 feet.

Prior to demobilizing from the inspection, the Pure Technologies team will review data recorded by the SmartBall tool and investigate suspected medium and large leaks identified during the inspection. The results from this analysis will be communicated directly to the City through email, phone, or in-person. To investigate, personnel will travel to the location of the suspected leak to look for obvious signs of leakage, listen with a ground microphone, investigate nearby pipeline features and manholes, and will record additional GPS points used to improve the final reported location of the leak that will be delivered in the draft report.

For the optional mapping services, the SmartBall tool will be inserted into the pipeline a second time to acquire the data needed to map the pipeline alignment. The pipeline alignment will be determined using motion data collected during inspection runs, as well as advanced algorithms.

Further details on considerations related to the pipeline inspection such as pressure, flow requirements, or insertion/extraction requirements can be found in Appendix A, SmartBall Inspection Consideration.

Data Analysis

The Pure Technologies analysis team will analyze the data collected by the SmartBall platform to document details of acoustic events including acoustic intensity plots and tracking details. A dig sheet will be developed for each leak to aid in location and excavation. Dig sheets include an aerial view of the pipeline alignment and detail a leak location based on the distance from the leak to the nearest upstream and downstream pipeline features.

The location of gas pockets will be provided by reporting the start and end point of each gas pocket in relation to the nearest upstream and downstream pipeline features. An aerial view of the pipeline showing the approximate location of the gas pocket will also be included.

For the optional pipeline mapping, data analysts will use the SmartBall directional data, along with field collected GPS points and pipeline bearing information, to create a geodatabase that characterizes the true alignment of the pipeline. This alignment is then compared to available pipeline information, such as an existing pipeline geographic information system (GIS) and as built drawings, to identify conflicts or confirm the assumed pipeline alignment. In areas where the SmartBall-derived alignment agrees with a utility's records, the utility can feel more confident the assumed location of the pipeline is close to actual. If a conflict is identified, a targeted effort of exposing the pipeline, line finding and/or surveying at these specific areas may be warranted depending on the location accuracy required for the subject pipeline.

The error range of the mapping results will be calculated considering the distance between control points, availability of GPS points and pipeline heading, and quality of rolling motion of the SmartBall tool. A comparison between the SmartBall Mapping Line and a utility's GIS is shown in **Figure 6**.

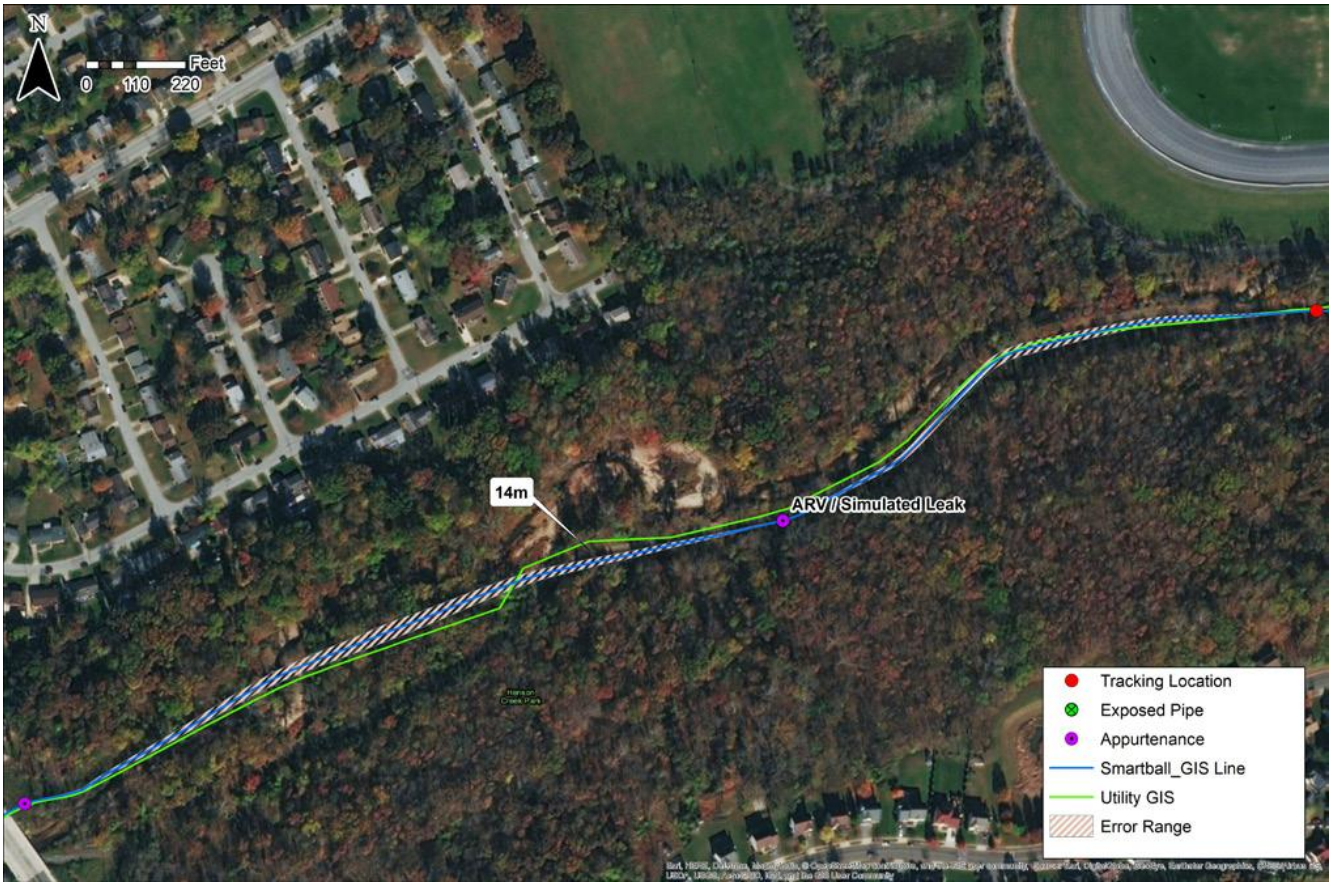


Figure 6. The SmartBall Mapping Line Compared to a Utility's GIS

Data Analysis Deliverables

1. Immediate notification of suspected medium and large leaks, if needed
2. Draft Inspection Report including:
   - Project background and inspection details
   - Details of acoustic events including acoustic intensity plots and tracking details
   - A table of results identifying locations of acoustic events (e.g., leaks and/or gas pockets)
   - Dig sheets to aid in locating and excavating reported leaks, including an aerial view of the pipeline alignment and detail of each leak location
3. Optional mapping services - geodatabase including SmartBall-collected alignment data, GPS points, and range of accuracy. By default, SmartBall Mapping results will be delivered in a geodatabase in the WGS84 coordinate system. Please notify Pure Technologies if a different file format or coordinate system is required prior to executing the project to avoid delayed delivery of the results.
4. Optional mapping services - identification of conflicts between an existing pipeline alignment dataset and the SmartBall generated GIS alignment.
5. Final Inspection Report incorporating comments from the City.

H2S Monitoring (Optional)

Pure Technologies proposes to install a VaporLink H2S monitor in the system in an accessible location, such as a manhole (air release or gravity transition) or lift station wetwell, for one month. A data log of H2S levels, temperature, and humidity will be recorded and analyzed by our Infrastructure Solutions group to assess regulatory compliance and develop recommendations for future actions. Water testing may be employed to measure factors such as dissolved sulfide concentrations and pH.

The robust, moisture resistant VaporLink monitor is available in two detection ranges, (0–100 ppm, 0–1000ppm). Generally, a 0–100 ppm unit is recommended, although a 0-1000ppm unit can be deployed when needed. For most collection lines, a 300-second recording interval is sufficient to detect slow changing hydrogen sulfide levels. In applications where concentration levels change more rapidly, a 60-second recording interval is preferred to assure the accuracy of collected data. The Pure Technologies team will work with [Client] to determine the appropriate parameters for data collection.

H2S Monitoring Deliverable

1. The final inspection report will include a one-month data log, analysis findings, and recommendations. This analysis will enable a comparison to recorded gas pocket locations, pipe wall measurements, fluid velocities and retention times, and will level-set the overall management recommendations proportionate to the risk, or expected useful life, associated with the quantified levels of H2S.

Condition Assessment Engineering

Transient Pressure Monitoring

Pure Technologies will install Pressure Impulse Recorders at LS 70, LS 63 and LS 7 to collect pressure data for at least 30 days. The recorder can be programmed to record the minimum, average, and maximum background operating pressure every five minutes.

Pure Technologies will then remove the recorder and incorporate the results in the final report. The raw monitoring data will be provided in spreadsheet format. Transient monitoring will be performed concurrently with project planning and implementation to maintain project schedule.

Field Verifications (Optional)

A summary of the typical field verification protocols is summarized below:

- Prior to external testing, pipe diameter and length will be measured. The pipe's identification, station location, or length to known reference point will be boldly marked or painted on the pipe to be clearly seen in photographs. Photographs will be taken of the in-situ pipe from various angles.
- Burial depth will be measured as well as notation made on potential live loading.
- GPS points will be captured for pipe and excavation including elevations and photographs are recorded.

Design Check (Optional)

Using the equations and requirements presented in the relevant standard and design manual, Pure Technologies will calculate the minimum area of pipe wall thickness required to withstand both internal working pressure, instantaneous surge pressure, and external loading along the length of the pipeline. This analysis assumes uniform wall thickness as opposed to evaluating the effects of individual defects.

Probability of Failure (Optional)

Wall thickness data for metallic pipes will be statistically analyzed to evaluate the failure probability for the force mains. A Monte Carlo simulation is used to estimate remaining wall thickness and rate of loss based on the results of the SmartBall surveys, actual wall thickness measurements obtained during field verifications and the structural evaluation.

Condition Assessment Engineering Deliverables

1. Geodatabase of the pipeline, segmented by individual pipes, populated with inspection data, and structural evaluation results in a format consistent with the results of the framework to be determined in the data management work request
2. RUL report that summarizes the methodology and results, including:
    - Deterioration Projection (probability of failure for each pipe segment)
    - Number of pipes forecasted to require repair up to year 2050
    - Recommendations for asset management
3. Technical Report describing the analyses conducted, the results of the analyses, a summary of all principal conclusions, and management recommendations
4. Workshop to review analysis results

City of Ocoee Responsibilities

It is expected that the activities listed below will be completed by the City. Requirements will be determined in more detail during the inspection planning process.

- Provide information about the pipelines at least four weeks prior to the inspection date including, but not limited to, plan and profile drawings, lay sheets, shop drawings, manufacturing details, and details of access structures and appurtenances – if available.
- Obtain any required legal right-of-entry on the property.
- Provide support personnel during the inspection for locating the access structures, traffic control, valve operation, pump operation, and other support as necessary.
- Provide Pure Technologies with the typical flow velocities and pressures for pipeline operation, and the expected minimum and maximum values for each.
- Provide and maintain safe and reasonable access to all work sites throughout the inspection and obtain permits as required.
- Prepare and/or modify existing pipeline fittings and structures as indicated by Pure Technologies to accommodate insertion and extraction of the equipment as outlined in the Planning Document.

- Render confined space areas safe for the services, including lockout tagout of pumps, valves and motors; dewatering chambers and vaults to permit movement of persons and equipment; and vector and rodent control as necessary.
- Provide scaffolding to support SmartBall insertion or extraction if needed.
- Excavate, dewater, shore up, and/or provide scaffolding of job area and other civil activity as necessary in compliance with Occupational Safey and Health Administration and local standards and regulations.
- Provide pumping services to allow for insertion of the SmartBall tool through bypass piping, if necessary.
- Operate the pipeline in a manner that will achieve the minimum required flow velocity indicated in the Planning Document throughout the inspection.

Project Schedule

The proposed schedule for the project is shown below.

Leak Detection	
Task	**Timing**
Site visit	Within 30 days following Notice to Proceed
Project Planning Document	2-3 Weeks following the Site Visit
Inspection	2-3 weeks following acceptance of Project Planning Document
Leak investigation prior to demobilization	24 hours following completion of inspection
Draft Report	10 weeks following inspection completion (4 weeks for gas pocket detection only)
Final Report and Geodatabase	2 weeks following receipt of comments on Draft Report *If no response to the Draft Report is received within 30 days of submittal, the report will be finalized and submitted to the City.*

Proposed Fee and Payment Schedule

The estimated cost for this project is based on the information provided at the time of this proposal and detailed in the table below.

Project Pricing – SmartBall Inspection					
Item	**Description**	**Unit**	**Unit Price**	**Quantity**	**Total Price**
1	Mobilization and Project Planning	LS	$22,660.00	1	$22,660.00
2	SmartBall Inspection and Data Analysis – LS 7 to WWTP – 4.1 miles (2 mile minimum)	LS	$49,173.00	1	$49,173.00
3	SmartBall Inspection and Data Analysis – LS 70 to LS 63 – 1.4 miles	LS	$28,892.00	1	$28,892.00
4	SmartBall Inspection and Data Analysis – LS 63 to WWTP – 2.2 miles (2 mile minimum)	LS	$31,158.00	1	$31,158.00
5	Transient Pressure Monitoring	EA	$8,250.00	3	$24,750.00
6	SmartBall Reporting	LS	$25,493.00	1	$25,493.00
			Total SmartBall Inspection Cost		**$182,126.00**
Project Pricing - Optional Services					
7	H2S Monitoring	EA	$2,875.00	3	$8,625.00
8	Mapping	MI	$7,365.00	7.7	$56,710.50
9	Design Check (per diameter/pipe class)	EA	$2,946.00	9	$26,514.00
10	Field Verifications (min 2 days) *Civil work provided by others	DAY	$7,000.00	4	$28,000.00
11	RUL, per diameter/pipe class, 1st diameter	LS	$9,517.00	1	$9,517.00
12	RUL, per diameter/pipe class, additional diameters	EA	$5,000.00	4	$20,000.00
13	Condition Assessment Engineering Reporting	LS	$13,596.00	1	$13,596.00
14	Traffic Control (sensor installation and inspection plus contingency day)	DAY	$3,850.00	5	$19,250.00
			Total Optional Services Cost		**$182,212.50**

Notes and Assumptions

- All travel, shipping and related expenses are included in the mobilization and field data collection/inspection fees.
- If additional work is required due to circumstances outside of Pure Technologies' control or based on additional requests from the City, a mutually agreed change order will be required.

- Costs associated with scaffolding to support SmartBall insertion or extraction are not included in this proposal.
- A charge of 25% of the planning and mobilization fee will apply should the work be delayed by the City within two weeks prior to agreed mobilization date. A project delayed into the next calendar year may incur a price increase in the amount of the local Consumer Price Index.
- A charge of 50% of the planning and mobilization fee will apply should the work be cancelled by the City within two weeks prior to agreed mobilization date. Any other charges incurred prior to the cancellation scenario shall be invoiced in full.
- A stand-by charge of $10,815 per crew day will apply if the project is delayed for 24 hours or more by the City after mobilization.
- Pricing does not include custom equipment fabrication, traffic control, civil works, permitting, confined space rescue support, lighting for night inspections, or valve exercising. These tasks and their respective costs are the responsibility of the City unless otherwise agreed, or is included in the project estimate above.
- Suitable access points for insertion and extraction of the inspection tool are the responsibility of the City.
- Pipeline mapping costs include the required re-insertion of the SmartBall tool into the line.
- Cost associated with pipeline mapping appropriate only as add-on service to inspection, not a standalone mapping project.
- Please note that Project Pricing included herein is valid for 120 days from the date of this proposal.
- Pure Technologies' liability and insurance for this project are standard as detailed in the Standard Terms & Conditions included with this proposal. Non-standard conditions may be subject to a surcharge fee equal to 5% of the total project estimate.
- All taxes, levies, duties, tariffs and other governmental charges, and any incremental increases thereto, shall be paid by the City. Pure Technologies reserves the right to adjust pricing and schedule of the affected goods to reflect any impact resulting from tariffs not already included in the proposed pricing. Pure Technologies is not obligated to deliver the goods and/or services until an agreement on the new price and/or schedule has been reached.

Payment Schedule

Invoicing Schedule		
Service	**Fee**	**Invoicing Period**
Mobilization and Project Planning	$22,660.00	Upon submittal of the SmartBall PPD
SmartBall Inspection and Data Analysis – LS 7 to WWTP – 4.1 miles (2 mile minimum)	$49,173.00	Upon completion of the inspection
SmartBall Inspection and Data Analysis – LS 7 to LS 63 – 1.4 miles	$28,892.00	Upon completion of the inspection
SmartBall Inspection and Data Analysis – LS 63 to WWTP – 2.2 miles (2 mile minimum)	$31,158.00	Upon completion of the inspection
Transient Pressure Monitoring	$8,250/unit	Upon submittal of the draft report
SmartBall Reporting	$25,493.00	Upon submittal of the final report
Optional Services	As Incurred	Per Unit Rate in the Fee Schedule

Standard Terms and Conditions

CONDITIONS OF ENGAGEMENT FOR THE PROVISION OF SERVICES

(North America)

The Proposal is issued upon and is subject to these Conditions of Engagement. If the Proposal is accepted by the Client, these Conditions of Engagement and the Proposal will be deemed to form part of the Contract between the Client and Pure.

1. DEFINITIONS

In these Conditions of Engagement the following definitions apply:

"Client" means any person or persons, firm or company engaging Pure to provide the Services.

"Contract" means the agreement awarded to Pure as a result of the Proposal.

"Pure" means Pure Technologies Ltd., Pure Technologies U.S. Inc., PureHM Inc., PureHM U.S. Inc. or any of their affiliates, as the case may be, which submitted the Proposal and is a party to the Contract.

"Proposal" means Pure's offer to carry out the Services and includes all related correspondence plus agreed written variations or amendments thereto.

"Services" mean those services of whatever nature to be supplied by Pure under the Contract.

"Site" means the facility, land, installation or premises to which Pure is granted access for the purposes of the Contract and may include any combination of the foregoing.

2. PURE'S OBLIGATIONS

2.1 Pure will perform the Services in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence and consistent with industry standards.

2.2 Pure will ensure that the equipment used in performing the Services is in a good and functional state.

3. CLIENT'S OBLIGATIONS

3.1 The Client will provide to Pure full, good faith co-operation to assist Pure in providing the Services. Unless otherwise specified in the Proposal and without limiting the generality of the foregoing, the Client will at its own expense:

(i) ensure, if required, access to private land will be given to Pure and that any official permits or permissions required for Pure to have access to the Site or carry out the Services are obtained and are in force for the duration of the Services;

(ii) inform Pure in writing of any special circumstances or danger which the execution of the Services may entail or which are inherent in the Site, including the existence and identity of any known hazardous substance or material;

(iii) perform such additional duties and responsibilities and provide such information and resources as are described in the Proposal.

3.2 The description of the Services and related compensation amount set out in the Proposal will be based upon information that the Client shall have provided to Pure, and assumptions that Pure shall have identified in the Proposal. The Client acknowledges that if any such

information provided by Client is materially incomplete or inaccurate, or if the assumptions identified by Pure are not correct, then the parties will modify the Proposal to reflect the actual information, assumptions, and Services required, and the compensation to Pure will be adjusted accordingly using the change order process set out in the Contract, or if there is no such process, on an equitable basis.

3.3 Client will pay Pure within 30 days of Client's receipt of an invoice therefrom. Client acknowledges that Pure is entitled to payment for any and all Services performed hereunder up and until the date of the full completion of such Services.

3.4 Upon Client's termination of the provision of Services or any goods by Pure hereunder, Pure will be entitled to payment for any and all goods and Services provided up to and until the date Pure receives notice of termination from Client. Such payments will be at the rates as provided to Client in the Proposal.

3.5 The pricing provided in the proposal shall remain firm for 12 months from the date hereof. Thereafter, in recognition of the current inflationary environment and potential of labor and component cost increases to Pure, a price adjustment may be requested by Pure to account for such cost increase.

4. PROPRIETARY AND CONFIDENTIAL INFORMATION

4.1 All reports generated in the performance of the Services and delivered by Pure to the Client will become the property of the Client.

4.2 Pure's equipment which is made available to the Client in connection with the Contract and the raw data generated in the performance of the Services will remain the sole and exclusive property of Pure. The Client will not acquire any proprietary rights in Pure's equipment, systems, software, technology, inventions (whether or not patentable), patents, patent applications, documentation, specifications, designs, data, databases, methods, processes or know-how ("Pure's Proprietary Technology"). Any modifications or improvements to the Pure's Proprietary Technology made during the performance of the Services will be the sole and exclusive property of Pure.

4.3 Both parties agree to keep confidential all documentation and information provided by the other during the performance of the Contract. The obligations set out in this clause 4.3 will remain in full force and effect after any termination or expiry, as the case may be, of the Contract.

4.4 Notwithstanding anything herein to the contrary, Contractor will have a limited, non-exclusive, royalty-free license to utilize data collected and received in the performance of services hereunder for purposes of (a) providing services, (b) analyzing and improving the services, and (iii) internal research and development for the benefit of Contractor and Client's clients.

5. LIABILITY AND WARRANTIES

5.1 Pure will indemnify and hold the Client harmless against any expense, demand, liability, loss, claim, lawsuit or proceeding whatsoever in respect of personal injury to or the death of any person, or any loss, destruction or damage to any tangible property and arising directly or indirectly from the negligence of Pure, its employees, servants or agents except to the extent caused by the negligence of the Client or any person for whom the Client is responsible. The Client will similarly indemnify Pure.

5.2 Pure will not be liable for any loss of production, loss of use of property, loss of revenue or profit, equipment downtime, business interruption, loss of goodwill, loss of anticipated savings, cost of procurement of substitute goods or services, or for any consequential, indirect, incidental, or special loss or damage suffered by the Client or any third party, or for any punitive damages, even if advised of the possibility thereof and notwithstanding the failure of essential purpose of any remedy.

5.3 Pure's cumulative liability hereunder, whether in contract, tort, or otherwise, will in no event exceed the greater of (i) the aggregate consideration paid by the City to Pure for the portion of the Services that gave rise to the liability, or (ii) $2 million; provided, however, that this clause shall not limit Pure's indemnification obligations hereunder. The report(s) and any other recommendations or advice made by Pure relating to the pipeline or the Services will be made in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence consistent with industry standards, but do not and will not constitute a warranty of the pipeline's quality, capacity, safety or fitness for purpose. Pure will not be liable to the Client for any liability or damages that arise from the Client's reliance upon or application or use of such final report or recommendations or advice made by Pure in relation to the pipeline or Services, and the Client will indemnify Pure against any liability to third parties resulting therefrom.

5.4 Pure's warranties for the Services will be set out in the Contract. Pure disclaims all implied or statutory warranties or conditions, including of merchantability, merchantable quality, durability, or fitness for particular purpose to the extent allowed by applicable law. This means Pure's warranty obligations will be limited to what is expressly set out in the Contract.

6. Insurance

Pure will provide the Client with a certificate of insurance evidencing the following coverages:

6.1	Commercial General Liability	$2,000,000
6.2	Automobile Liability	$1,000,000
6.3	Workers Compensation	Statutory
6.4	Professional Liability	$500,000

7. Solicitation of Employees

Pure and Client (the "Parties") agree that, for the term of Client's engagement of Pure, and for one (1) year thereafter, the Parties will not:

7.1 directly or indirectly solicit, or attempt to solicit or endeavour to cause any employee, volunteer or consultant of the other Party to leave his or her employment, volunteer or consulting relationship; or

7.2 directly or indirectly induce or attempt to induce any customer or prospective customer of the other Party to cease doing business in whole or in part with the other Party or solicit the business of any customer or prospective customer of the other Party for a purpose which is competitive with the Party's business.

8. Special Conditions/Acknowledgement of Events.

Each Party acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Pure to meet its obligations under this Agreement. The Parties agree that, for so long as there is an impact of COVID-19 on Pure's performance, all performance efforts by Pure will be on a reasonable efforts basis only and Pure shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The Parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.

Appendix A: SmartBall Inspection Considerations

Pipeline Pressure

Inline leak detection technology is inherently more sensitive than external methods and correlators because it brings the acoustic sensor within one pipe diameter of the leak. Acoustic leak detection functions by detecting the acoustic signature generated by the sudden drop in pressure of water exiting the pipeline at the site of a leak. SmartBall technology requires a minimum pressure differential between internal and external pipeline conditions of 15 psi (1 bar) for acoustic leak detection. For pipelines in high water tables or river crossings, the resultant hydrostatic head acting against the exterior of the pipe wall must be taken into consideration.

During the SmartBall inspection, City staff will need to operate the system to maintain pipeline pressures as necessary to accommodate the needs of its customers. A review of the pipeline will be performed as part of the planning process to identify potential areas where the pressure may drop below the minimum required pressure differential for acoustic leak detection. Additional factors that affect acoustic leak detection include tunnels and encasements where the sudden drop in pressure that causes the acoustic signature generated by the leak may not occur at the site of the leak inside the pipeline, but rather at the point where the fluid exits the tunnel or encasement if the 'leak path' becomes pressurized between the pipe wall and the tunnel or encasement. Approximate pressure measurements may be requested prior to and/or during the inspection to ensure the pipeline is operating within expected conditions.

Insertion and Extraction Requirements

The SmartBall tool is typically inserted through a 4-inch (100mm) or larger full-bore flanged valve into an active pipeline. When using standard insertion equipment, the valve should have direct access to the pipeline with no bends in the connecting riser. The minimum internal diameter of valve opening and pipeline access must be no less than 3.75 inches (95.3mm). A minimum of 4 feet (1.3m) of overhead clearance is required above the flange of the insertion valve. Alternative methods for insertion include utilizing check valves in pump stations, areas where the pipeline transitions to gravity, or pumping the SmartBall through offset piping such as a hydrant or bypass.

If a hot tap is being performed to add an access point, the drill bit must be at least 3.75 inches (95.3mm) in diameter and centered within the newly installed valve. Note that a 4-inch valve on an access point installed with a drill bit smaller than 3.75 inches will not provide the clearance needed.

The SmartBall tool is typically extracted from the pipeline by installing a pressurized stack on a 4-inch (100mm) full bore flanged valve, or larger, with a minimum internal diameter no less than 3.75 inches (95.3mm). The valve should be on the crown of the pipe and be located on a flat section of pipeline with no vertical slopes or horizontal bends 30 feet (9m) upstream of the valve. A minimum of 16 feet (5m) of overhead clearance is required above the flange of the extraction valve. It is possible to core the roof of a vault above the valve with a 6-inch (150mm) or greater opening if the vault does not have enough overhead clearance. The extraction net utilizes a tracking sensor and a camera to confirm the SmartBall tool has been caught. Other extraction methods, such as retrieval from a reservoir using a remotely operated vehicle, are possible and can be evaluated by the SmartBall technical experts for feasibility.

Tracking

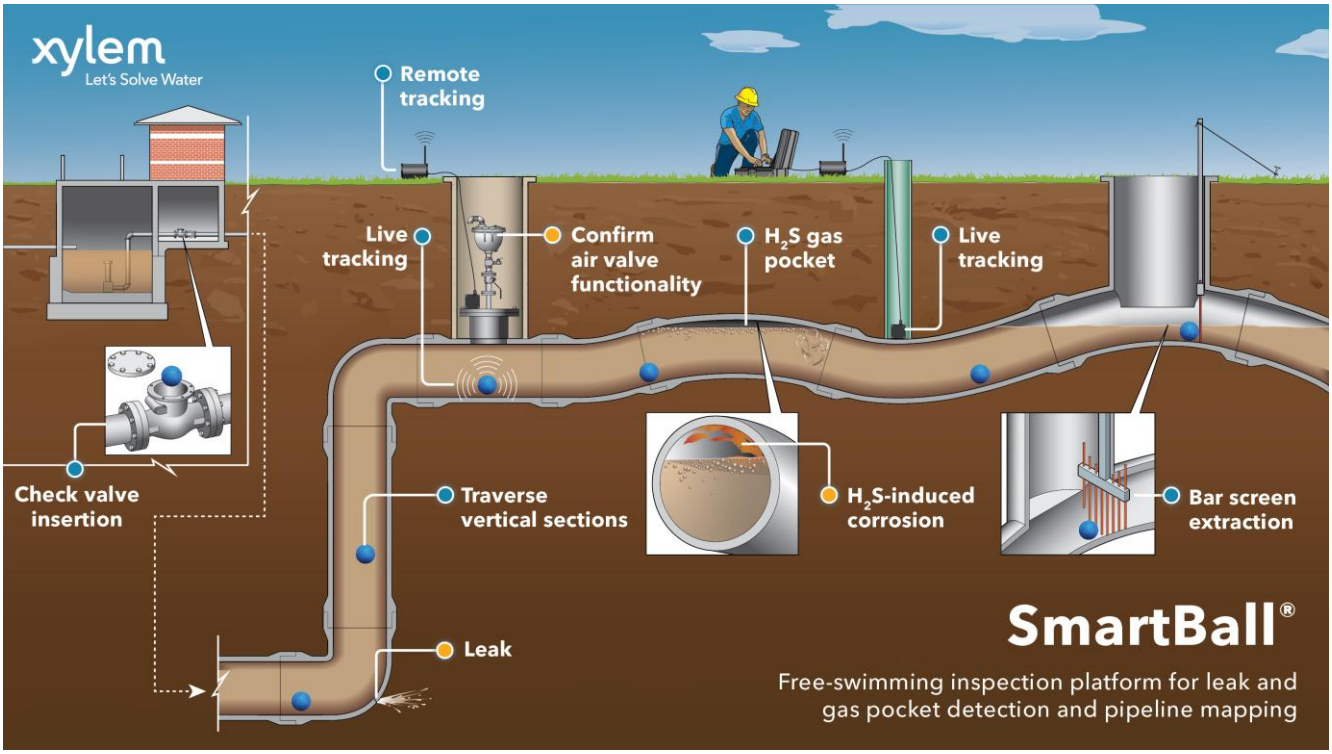
Prior to the inspection, tracking sensors will be installed along the pipeline to track the position of the SmartBall tool. The tracking sensors function best when installed as close as possible to the water column in the pipeline and are attached to metal surfaces of pipeline appurtenances, such as air release valves, flanges, valves, or any other contact point on the pipeline. At these locations, Pure Technologies staff clean an area of the pipe approximately 3 inches by 3 inches (75mm by 75mm) and will adhere tracking sensors using a fast-drying epoxy. Computers synchronized with the SmartBall tool will be connected to the tracking sensors to calculate the location and velocity of the SmartBall tool as it approaches and passes the tracking location. Tracking teams will set up at tracking sensors before deploying the SmartBall tool and will 'leap-frog' to subsequent tracking locations as the SmartBall tool traverses the pipeline on its way to the extraction point. A tracking plan and details for installing tracking sensors will be included in the PPD submitted to the City prior to the inspection.

Flow Requirements

The SmartBall tool requires a fluid velocity of 0.5 feet per second (0.15 meters per second) to traverse flat sections of pipeline. The ideal fluid velocity for most pipelines is 2 to 4 feet per second (0.6 to 1.2 meters per second) for traversing slopes and allowing tracking teams to relocate to the next tracking location. The maximum fluid velocity before data quality is impacted is 6 feet per second (1.8 meters per second) for leak and air pocket inspection and 3 feet per second (0.9 meters per second) for SmartBall mapping. The SmartBall tool usually travels at approximately 70% of average fluid velocity. City staff will control the flow rate to confirm the requisite velocity during tool deployment as defined in the PPD. Pure Technologies will also evaluate pumping rates and cycle times to determine if supplemental water will be required to complete the inspection. It should be noted that air pocket and leak detection surveys should be performed as close to typical operating conditions as feasible.

Live Pipeline Inspection Risks

Despite meticulous planning and preparation, live pipeline inspection carries an inherent risk that cannot be avoided. There is a possibility that the inspection platform could encounter problems during the inspection run that could lead to loss of data, requiring a re-inspection or at worst the tool getting stuck in the pipeline due to unforeseen or unknown obstructions. The planning process is used to mitigate any potential risks.



SmartBall Inspection Overview

February 20, 2026

Richard Dilyerd
Utilities Operator
City of Ocoee
1800 A.D. Mims Road
Ocoee, FL 34761
rdilyerd@ocoee.org

Subject: **Budget Proposal for Professional Engineering Services**
Force Main Condition Assessments

Dear Mr. Dilyerd:

RJN Group, Inc. is pleased to submit this proposal to the City of Ocoee for the internal inspection of the three (3) requested force main areas provided in your email on January 26, 2026. These include:

- Lift Station 63 to the Wastewater Treatment PVC force main from LF 63 to A.D. Mims Road as well as the 978 linear feet of 24" diameter from A.D. Mims Road to the WWTF.
- Lift Station 70 to Lift Station 63 which includes 7,580 linear feet of 8" - 20" diameter pipe.
- Lift Station 7 to the 61Wastewater Treatment Facility (WWTF) which includes 13,988 linear feet long of pipe type and " diameter and 7,048 of 20 " diameter force main to A.D. Mims Road as well as the 978 linear feet of 24" diameter from A.D. Mims Road to the WWTF.

RJN, established in 1975, is a consulting firm focused on providing innovative engineering solutions and field services. With over 90% of our clients being municipalities and public utilities, and over 85% of our work focused on sewer collection systems, we are uniquely qualified for this project.

Key Project Goals and Objectives

The primary goal of this project is to review all available data and records and to conduct an internal inspection of the force main. Given the critical nature of this infrastructure, the inspection results will be meticulously analyzed. Recommendations for operation and maintenance methods will be provided, along with rehabilitation recommendations if warranted, to ensure the continued reliability and safety of the system.The inspection will include the following:

- Data collection and review
- General pump station assessment
- In-line screening assessment of force mains
- A summary of findings and conclusions



Piper ready for deployment in Naperville, IL

The internal screening will be completed using INGU Solutions' in-line screening technology, a free-floating multi-sensor technology called Pipers®.

The Pipers technology allows for a complete screening assessment of the pipeline including:

- Acoustic leak detection (under appropriate pressures)
- Air and gas pocket detection
- High resolution pressure sensing
- Deposit, debris, and blockage locating
- Magnetometer survey to identify significant changes in bulk wall thickness on metallic pipes (detectable when wall loss exceeds 30%).

The deployment of the Pipers will be a joint effort between RJN and the City. RJN will perform the preliminary planning and meet with the City to discuss their role which will include operating the pump station and assistance with Piper insertion.

Assuring Quality and Safety

Quality Assurance

RJN is dedicated to delivering high-quality results. The data, analysis, and recommendations we provide will guide decisions on the allocation of City's sanitary sewer system funds. Our use of electronic forms for data collection, featuring standardized entry and error trapping, combined with QC tools in our in-house data management software, and our rigorous corporate training and QC processes, ensures that our results and recommendations will offer significant value to the City.

We will also apply lessons learned from over 50 force main condition assessments completed in the past five years using the same technology, along with additional inspections of force mains and water mains conducted nationwide.

Safety

As an employee-owned firm, RJN's commitment to the **safety** of our employees, City staff, and the public is paramount. RJN demonstrates that commitment to safety in our internally developed and audited safety program where our goal is to have all field staff, engineers, and project managers "RJN Safety Certified." Every project follows RJN's health and safety guidelines when completing any field work.

Price and Schedule Summary

As requested, we have broken down the pricing into three separate evaluations. The City can choose one force main evaluation, two evaluations or all three pipeline evaluations. If the City chooses multiple evaluations, RJN will provide discounts if the evaluations are completed in the same mobilization as outlined in the Scope of Services.

This project will be invoiced on a Lump Sum, percent complete basis for a total not-to-exceed the fees in the pricing schedules as outlined in Exhibit B. We will complete the inspections within four months of an NTP and reporting within three months of the completion of inspections. RJN is ready to begin the project immediately upon an agreement with the City of Ocoee. Complete Scope of Service, Pricing, and Schedule are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule

We are looking forward to the opportunity to work with the City of Ocoee on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact me at 717-344-0839 if you would like to discuss this proposal or have any questions.

Sincerely,

W. Scott Helfrick

W. Scott Helfrick
Regional Client Manager
Scott.helfrick@rjnmail.com
(M) 717344-0859

EXHIBIT A
SCOPE OF SERVICES

RJN is proposing the following scope of services for the Force Main Assessment for the City.

1. **Preparatory Work & Data Review**
    a. Conduct a kickoff meeting with the City to discuss the project.
    b. Discuss pump station history, operation, and maintenance.
    c. Gather and review all available data from the City regarding the lift station and force main, including GIS maps and databases, design and/or record drawings, maintenance, modification/rehabilitation, and repair records, past inspection data, lift station operational data, and any other related data.
        i. Dye Test Travel Time Calculations
        ii. Finalize Launch and Retrieval Locations
    d. Share follow-up questions with the City for discussion during the site visit.
    e. Prepare for a field planning visit.
    f. INGU Data Preparation
        i. Kickoff Meeting – RJN and INGU
        ii. INGU Deliverables
            1. KMZ File of Force Main Paths
                a. Mapping grade locates
            2. Excel Elevation Profile(s)
            3. Questionnaire(s)

2. **Field Planning Visit**
    a. Meet with City staff on-site for site visit inspections. During visit, discuss any questions that arose during the data review process.
    b. Pump station field check:
        i. Perform general assessments including verifying data from data review and accessing force main access for internal inspections.
        ii. Observe pump operations and conduct a dye test to measure travel time.
        iii. Discuss and confirm the ability to provide supplemental water to wet well for extended pumping of lift station to complete inspection, if necessary.
        iv. GPS locate (mapping grade) lift station structure.
    c. Force main field check:
        i. Visually inspect all air-release valves (ARV) and structures on the force main route. Observe valve exercising by City staff to confirm operation, if possible.
        ii. Inspect force main outlet. Look for signs of corrosion and H_2S gas and lamp up the force main pipes, as able. Determine methodology for catching Pipers.
        iii. GPS locate ARVs, known bends, other force main structures, and downstream discharge structures using an antenna, and incorporate this data into a KMZ file
    d. Provide access to collected data on Clarity®, RJN's online data management hub.

e. Discuss results of preliminary assessment with City. Confirm that internal inspection of the force mains is feasible.

3. Internal Inspection

a. Contract with INGU on the rental of Pipers multi-sensors.
b. Provide equipment and personnel as necessary to perform internal inspection of the force mains and retrieval of the inspection tools. Customize catching devices as necessary for force main discharge point.
c. Work with City to assist in the launching, the operation of the pump station and the retrieval at the discharge manhole.
    i. Perform two Piper deployments for the force main.

4. Data Evaluation and Technical Memorandum (TM)

a. Review and analyze inspection results and recommendations.
    i. Pipers' technology includes the following results:
        1. Acoustic leak detection
        2. Air and gas pocket detection
        3. High resolution pressure sensing
        4. Deposit, debris, and blockage locating
b. Include a summary of the work completed and results of the internal screening.
c. Prepare a GIS map of the twin force main system, including findings from the site inspections, document review, and internal screening.
d. Provide recommendations for further inspections, rehabilitation/repair, and/or maintenance of the twin force main.
e. Provide high-level budgetary estimates and recommended implementation timeline based on urgency.
f. Technical Memorandum (TM) Submittal:
    i. Provide a digital draft of TM,
    ii. Revise draft based on City comments and submit a digital and two hard copies (if desired) of final TM.
    iii. Provide digital copies of all data, results, and photographs from inspections.
    iv. Upload final report to Clarity and submit a digital and two hard copies (if desired).

5. Project Management

a. Provide project management services including invoicing, scope, schedule, and fee tracking, and closeout services.
b. Meet with City staff as necessary to discuss progress of the project.

Items Requested from the City

1. Updated GIS geodatabases and/or shape files for the sanitary sewer collection system.
2. Copies of available plan sets, specifications, record/as-built drawings, hydraulic profiles, pump records, or other documents related to the lift stations and force mains.
3. Access to sanitary structures for inspection. Assistance locating and opening seized/buried manholes and valve vaults/boxes as required.
4. If necessary, vacuum out structures that are inundated with infiltration.
5. We request the City operate pump station and valves during Pipers launch and assist by opening launch locations and inserting Pipers.
6. Provide supplemental water for continuous pumping of the lift station during the tests, if necessary.
7. Provide access for instrument insertion and retrieval.
8. Assistance with traffic control in high traffic areas, as necessary.

EXHIBIT B
BUDGETARY PRICING

This project will be invoiced on a lump sum, on a percentage complete basis based on the cost schedule below:

Pricing Terms for Invoicing: Lump Sum, Percent Complete

The cost breakdown provided herein reflects a separate lump sum fee for each identified pipe segment. In the event that multiple segments are authorized under a single task order, RJN anticipates achieving efficiencies in mobilization, project management, and coordination. Accordingly, a fee adjustment may be applied to reflect these efficiencies.

If two segments are awarded concurrently under one task order, an estimated reduction of five percent (5%) would be applied to the combined total. If all three segments are awarded under a single task order, an overall estimated reduction of ten percent (10%) would be applied to the combined total.

Cost Schedule

Lift Station 63 to the Wastewater Treatment Facility(WWTF)

Task	Fee
Preparatory Work, Field Reconnaissance Visit & Equipment Preparation	$16,600
Internal Inspection Effort	$34,500
Data Evaluation and Technical Memorandum	$12,900
TOTAL	**$64,000**

* Includes 24” diameter from A.D. Mims Road to the WWTF

Lift Station 70 to Lift Station 63

Task	Fee
Preparatory Work, Field Reconnaissance Visit & Equipment Preparation	$15,600
Internal Inspections	$34,500
Data Evaluation and Technical Memorandum	$12,400
TOTAL	**$62,500**

Lift Station 7 to the Wastewater Treatment Facility (WWTF)

Task	Fee
Preparatory Work, Field Reconnaissance Visit & Equipment Preparation	$14,600
Internal Inspections	$34,800
Data Evaluation and Technical Memorandum	$23,700
TOTAL	**$73,100**

* Includes 24” diameter from A.D. Mims Road to the WWTF

EXHIBIT C
PROPOSED SCHEDULE

RJN is prepared to start work immediately upon an Agreement.

Task	Timeline
Field Reconnaissance Visit	Will be completed following the kickoff meetings with City and INGU. To be completed within 3 weeks of a signed Agreement.
Internal Inspections	To be completed within twelve weeks of a successful field reconnaissance visit.
Technical Memorandum	To be completed within six weeks of successful Internal Inspection.

AMERICAN PIPELINE SOLUTIONS
34 Delaware St.
New Milford, PA 18834
201-525-0088
www.americanpipelinesolutions.com

February 11, 2026

Richard Dilyerd
City of Ocoee

RE: Condition Assessment and Optional Cleaning of Approximately 39,500 LF of 8”-24" Force Main

Dear Richard,

We hope this letter finds you well. On behalf of American Pipeline Solutions, Inc. (APS), we are delighted to present our proposal for the above-referenced project. Our team is committed to providing top-notch services that will effectively and efficiently meet your project's requirements.

Scope of Work: The proposed prices *(plus sales tax if not exempt)* for this condition assessment project is the following for each line:

LS63	EA	Insight	$57,000
LS70(8")	EA	Nemeaux	$39,000
LS7	EA	Insight	$72,000

One time site visit for planning: $4000

Each section cost is broken down above and represents STANDALONE pricing e.g. three separate mobilizations. It includes the following services and resources:

1. Mob/demob
2. Technicians
3. Temporary launcher installation (if required) and retrieval tools
4. One Assessment Ball run per pipeline segment
5. Above ground tracking system for monitoring (ball dependent).
6. Service vehicle.
7. Travel expenses.
8. Room and board.

Customer Responsibilities: To ensure the project's success, we request the following cooperation from Customer Name at no additional cost or delay:

1. Assistance with ball tracking, if necessary.
2. Labor support for launcher installation and removal (if necessary).

3. Access to the pipeline.
4. Required fitting work before APS's arrival.
5. Required licenses or permits
6. Required traffic control

Additional Notes:

1. Any standby or additional work required will be charged according to our attached Time and Material Rates.
2. We have not accounted for any weekend, nighttime, or holiday work in this proposal.

Company Overview

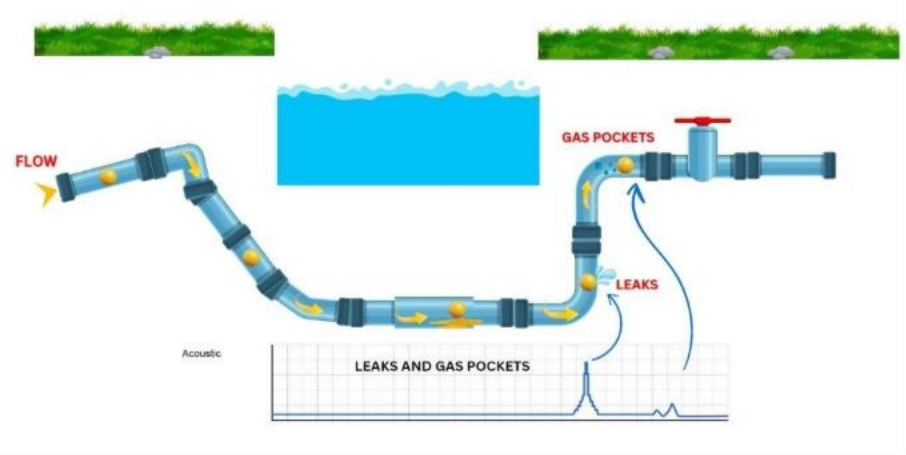
American Pipeline Solutions (APS) is a specialist pigging company headquartered in New Milford, PA that offers a variety of pipeline services across several industries. From oil and gas pipeline pre-commissioning services to Ice Pigging™, plus integrity testing of water and force mains.

APS also has experience operating smart pigs to collect integrity information, XYZ mapping data and caliper or blockage information.

APS also owns and operates a mechanical cleaning tool to prep pipelines for Picote epoxy coating to seal the inside of pipes to prevent buildup and corrosion.

Our technology included in this Proposal includes the following inspection service offering for City of Ocoee's consideration:

- Insight Water Technology's neutrally buoyant, trackable, In-line leak and gas pocket detection





Name	Insight Leak Detection Device
Description	Spherical inspection device with high visibility urethane coating to detect leaks and pockets of gas in pressure pipe.
Available Diameters	3-¼ inch 6 inch 9 inch (long distance pipelines)
Maximum Pressure	600 psi
Minimum Pressure	15 psi for leak detection
Buoyancy	Neutral
Tracking	Yes
Tracking Report	Remote or manual
Sensors	• Acoustic • IMU • Ultrasonic Pinger • Magnetometer • Pressure (upon request)
Capabilities	• Detection of leaks as low as 0.1 gpm pending site conditions • Gas pocket detection • Defect reporting accuracy of +/-3 feet depending on distance between control points.

Technology Description

INSIGHT Water Technologies' leak detection system utilizes the latest in nondestructive testing technologies to provide accurate, reliable leak and gas pocket detection while minimizing the logistical burden associated with performing these inspections.

The leak detection device is inserted into operational pipelines and is propelled by water flow in the pipeline. As it travels the pipeline, it records a variety of datasets to detect and accurately report the location of leaks and pockets of gas.

The inspection device is neutrally buoyant, so it travels near the centerline of the pipeline allowing it to traverse pipelines with debris along the invert.

As the inspection device traverses the pipeline, it emits an acoustic tracking signal into the water column. The signal propagates up and down the pipeline and is detected by surface mounted acoustic sensors installed on the surface of the pipe or appurtenances such as air valves. The inspection team can see the device approach, arrive and travel away from each tracking location. To facilitate easier and safer inspections, the tracking system reports its data online, so the inspection team can track progress remotely (e.g. in an office setting) as the device traverses the pipeline.







APS and Insight have reviewed the information provided and propose its innovative free-swimming leak detection technology. We believe this technology is the right solution for the following reasons:

- Inline Leak Detection: The inspection device travels inline which results in an acoustic sensor traveling within one pipe diameter of any leaks. This provides high confidence and sensitivity.
- Free Swimming: The free-swimming aspect of the technology means an entire pipeline can be inspected with minimal logistics associated with operations of the pipeline.
- Neutrally Buoyant: The neutrally buoyant aspect of the device provides two primary benefits:
  - -Ability to traverse pipelines with debris on the invert.
  - -Ability to traverse a vertical standpipe.

- Trackability: The inspection device is trackable which permits monitoring its progress as it traverses the pipeline and troubleshooting if problems arise.

Proposed Inspection Device

Insight's leak detection device is a neutrally buoyant sphere that records accurate acoustic data as it traverses a pipeline. The data is evaluated post inspection to report the location and magnitude of leaks and pockets of trapped gas. The shell of the sphere is made of anodized aluminum that is covered with a brightly colored urethane to increase visibility and impact resistance. All leak devices are pressure tested to 600 psi.

The device includes batteries, a data acquisition system, storage, two acoustic sensors, magnetometer and an ultrasonic transponder for tracking purposes.

The proposed leak detection device is currently available in 3 and 9-inch diameters. Based on the length and diameters of the water mains to be inspected, Insight will perform the inspection utilizing the 3-inch ball. This device requires at least a 4-inch opening into the pipeline, but if the Tyler modifies the pipe to allow access for the inspection, we recommend a larger opening be constructed to make the insertion easier and provide flexibility for future inspection devices.

Tracking

A high frequency transponder inside the inspection device transmits an ultrasonic pulse every three seconds as it travels through the water column in the pipe. Acoustic sensors placed on the pipeline detect the pulses. The acoustic sensor is connected to a Remote Tracking Unit (RTU) that receives the signal, calculates the location of the device, and transmits its location through an online portal.

Technology Capabilities and Limitations

The leak detection device has the capability of detecting leaks in pressurized water mains as small as 0.4 liters per minute under ideal conditions. In addition, the relative size of leaks is reported as small medium, or large, based on the acoustic magnitude of the leak. The acoustic data is also used to identify pockets of trapped gas/air by location and length.

Leaks are detected by identifying the acoustic activity or "hissing sound" associated with a leak. The acoustic activity is generated by the pressure drop from inside the pipe to outside the pipe where pressure is nearly zero. However, in some cases, this pressure drop may not occur at the pipe wall. If the escaping water is trapped within bedrock or other pressure containing features, the pressure drop may occur at a distance away from the pipeline. A minimum of 10 psi pressure drop across the pipe wall is necessary for leak detection. In some cases, large volume leaks can be detected under 10 psi. The ability to detect small leaks with inline acoustic leak detection is well documented in industry technical papers.

The inspection device records and stores data onboard and thus the location of leaks are calculated post inspection. This is done by establishing control points along the pipeline where the location of the inspection device is known at a particular moment in time. Control points can be established at tracking stations, diameter changes (detected by the IMU), inline valves (some are detected by the magnetometer, and the insertion/retrieval points). The closer the

control points on a pipeline, the more accurate the reported locations of acoustic anomalies of interest. Ideally, control points can be spaced within 1,000 to 3,000 feet along the pipeline.

Safety and Compliance: We take pride in our team's commitment to safety and compliance with industry standards and regulations. Our lead technicians hold DOT Operator Qualified accreditations for pigging, abnormal operating conditions, and hydrostatic testing for fuel and natural gas systems. APS's Lead Technicians are 40-hour HAZWOPER, OSHA 10, OSHA 30, OSHA Site Supervisors, Confined Space Entry trained, and have TWIC credentials. APS is a member of ISNetworld and Veriforce. We have received the 2020 and 2021 Gold Safety Awards, demonstrating our dedication to maintaining a safety score of 95% in the Construct Secure Safety Assessment Program.

General Terms and Conditions: For your convenience, we have outlined our general terms and conditions below:

1. Price and Payments: A.) Price excludes applicable sales or local taxes, and tax liability shall be the purchaser's responsibility. B.) Payment terms are Net 30 days from completion of services. C.) Past due amounts over 30 days will incur a monthly finance charge of a maximum of 1-1 ½% or an annual percentage rate of 18 ½%. D.) This quote is based on APS's current insurance coverage, and any additional insurance requirements will be added to the quote. E.) All stated prices and terms will remain in effect for 60 days from the date of this proposal. F.) No funds shall be withheld as retainage, as APS performs a service-only project. G.) Any costs associated with third-party compliance group membership not already covered by APS will be added to this proposal.
2. Notice of Alleged Neglect or Default: APS shall not be responsible for any charges, claims, or demands due to alleged neglect or default on our part unless written notice thereof is delivered within ten (10) days after the alleged occurrence.
3. Before mobilization, we require a 25% deposit of the proposed price in the Scope of Work section above to proceed with the project. The deposit secures your project's position in our schedule and covers the initial costs associated with planning and preparation.
4. Rescheduling Fee: If the project's start date is changed within one week of the scheduled date, a rescheduling fee of $10,000 will be charged. This fee covers any additional expenses and impacts on our schedule. We understand that unforeseen circumstances may arise, and we will work closely with you to minimize any potential disruptions.

Acceptance of Proposal: Please sign and return a copy of this letter to indicate your acceptance of this proposal. Upon receipt of the signed acceptance and the requested deposit, we will initiate the necessary arrangements and commence the project according to the agreed timeline.

We are eager to collaborate with you on this project and deliver exceptional results. If you have any questions or require further clarification, please do not hesitate to contact us.

Thank you for considering APS as your trusted partner for this endeavor. We look forward to the opportunity to work with you.

Sincerely,

Blake Murphey
President

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 14

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Repair of Five (5) Sanitary Manhole Structures and Piggyback Atlantic Pipe Service (APS) Volusia County Contract. (Utilities Director Bolling)

Background Summary:
The City of Ocoee annually budgets funds to repair and rehabilitate manholes and lift stations on a rolling maintenance schedule. This preventative maintenance is a best management practice to proactively address structural decay that naturally occurs over time, and it is crucial to ensuring the longevity of the utility collection system. Atlantic Pipe Services (APS) has provided similar services to the City on three separate projects this year, and staff have been very satisfied with both the product and services provided. APS is currently under contract with Volusia County for "Coatings of Wet Well and Manholes", providing opportunity to piggyback on the Volusia County contract. APS provided a quote of $72,196.45 to rehabilitate 5 manholes.

Issue:
Should the Honorable Mayor and City Commission approve to piggyback on the APS Volusia County Contract No. 780 120503-2 for the repair of five (5) Sanitary Manhole structures in need of rehabilitation?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission authorize the rehabilitation of five (5) sanitary sewer manhole structures by APS utilizing Volusia County Contract No. 780 120503-2. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order.

Attachments:
1. Master Agreement
2. Atlantic Pipe Services Quote

Financial Impacts:
The Utility Department has adequate funding in Job No. P000236 Wastewater Field Operations for the proposed repairs.

Type of Item: Consent

Master Agreement

NO. 780 12503 - 2

TERM: 2023-08-11 to 2026-08-11

Volusia County
FLORIDA

Date Issued: 08/01/2023

Vendor contact:	**County contact:**	**Bill To:**
Name: Ryan Clayton	**Name:** ALAN FERGUSON	**County of Volusia**
Phone: 407-792-1360 **Ext.:**	**Phone:** 386-822-6465 **Ext.:**	UTILITIES OPERATION
E-mail: info@atlanticpipe.us	**E-mail:** AFerguson@volusia.org	3151 E New York Ave., 2nd Floor
		DELAND, FL 32724

Vendor Name:	**Vendor No.** VS8930	**Ship To:**
Atlantic Pipe Services LLC		UTILITIES OPERATION
3918 MOORES STATION RD		""PROJECT SITE""
SANFORD, FL 32773		VOLUSIA COUNTY, FL 32724

Solicitation Number:	23-B-105LS	**Purchasing**	LISA SMITH
Award Date:	2023-07-13	**Phone:**	386-822-5788 **Ext:** 15788
Award Authorization:	DIRECTOR	**E-mail:**	mlsmith@volusia.org
		Payment Terms:	Net 45 Days, FOB Dest, Freight allowed

Document Description:
Coatings for Wet Well and Manholes-Backup

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	89030	EA	Coating for wet well and manholes per attached updated price list	0.000000

Pam Wilsky

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to the PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty- five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

E-Verify. By providing any good or service to the County or accepting payment for same, Provider warrants and certifies it has registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees. Provider is subject to and agrees to abide by Sections 446.09 and 446.095, Fla. Stat. Provider shall not enter into a contract with a subcontractor without prior approval from the County; Provider will be required to comply with the provisions of Section 446.095, Fla. Stat.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/ or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

County of Volusia
Purchasing and Contracts
Pam Wilsky, Director
123 W. Indiana Ave., DeLand, FL 32720

PROPOSAL DOCUMENT REPORT

ITB No. 23-B-105LS

Coatings for Wet Well and Manholes

RESPONSE DEADLINE: June 13, 2023 at 3:01 pm

Report Generated: Tuesday, June 13, 2023

Atlantic Pipe Services, LLC Proposal

CONTACT INFORMATION

Company:
Atlantic Pipe Services, LLC

Email:
bduncan@atlanticpipe.us

Contact:
Brandon Duncan

Address:
1420 MARTIN LUTHER KING JR BLV
SANFORD, FL 32771

Phone:
(407) 792-1360

Website:
www.atlanticpipe.us

Submission Date:
Jun 13, 2023 11:58 AM

ATLANTIC PIPE SERVICES
1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

PROPOSAL

11944

CUSTOMER: CITY OF OCOEE	**PHONE:** 407-666-5209	**DATE:** 03/04/2026
STREET: 301 Maguire Rd	**JOB NAME:** Bluford Ave Manhole Rehabilitation	
CITY/STATE/ZIP: Ocoee, FL, 34761	**JOB LOCATION:** Various, Ocoee, FL,	
ATTN: Frank Tagliente	**E-MAIL:** FTagliente@ocoee.org	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
	Seq: Manhole Rehabilitation			
1,003.30	Removal of Existing Coating	SF	19.25	19,313.53
13.00	MH 4571- 48" Diameter Manhole Liner Application	VF	388.85	5,055.05
16.00	MH 3558- 48" Diameter Manhole Liner Application	VF	388.85	6,221.60
16.00	MH 2948- 48" Diameter Manhole Liner Application	VF	388.85	6,221.60
18.00	MH 2950- 48" Diameter Manhole Liner Application	VF	388.85	6,999.30
13.50	MH 3560- 60" Diameter Manhole Liner Application	VF	398.33	5,377.46
4.00	Replacement of Ring & Cover (3560,4571,3558 and 2948)	EA	1,729.54	6,918.16
5.00	Sewer MH Rehab - Bench Replacement	EA	517.95	2,589.75
30.00	Injection Grouting	GAL	450.00	13,500.00
			TOTAL	72,196.45

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS

ATLANTIC PIPE SERVICES
1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate

2) Emergeny Call Outs will be subject to increased rates.

3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified

4) Travel Time charges are assessed on a job by job basis

5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at $75.00 per set.

6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site

7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is comitted to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

Our proposal includes all labor, material, equipment, and workmanship to perform rehabilitation of the structure by means of Concrete and Epoxy coating in compliance with Manufacturers spec.

Cleaning of structure will be completed with a 5000 psi pressure washer to get the structure to the correct profile for underlayment application as per Manufacturers spec.

Price does include use of grout if necessary. This covers up to 30 gallons of grout. If additional grout is needed it will be billed at a rate of $500 per gallon.

In the event that any new specs or requirements for coating, bypass operation, or injection are presented to APS, we reserve the right to renegotiate without penalty.

Price does not include any pressure or vacuum test of manholes. Price does not include Holiday/Spark testing. Please inform if testing is needed. Price Per repair is contingent on volume of repairs performed if quantity changes APS will re-quote work.

Structures must be set in ground and backfilled before any work by APS can be started. If unforeseen circumstances are encountered during the project, APS will re-quote the work.
, Our proposal includes all labor, material, equipment, and workmanship to perform rehabilitation of the structure by means of Concrete and Epoxy coating in compliance with Manufacturers spec.

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ATLANTIC PIPE SERVICES
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(407) 792-1360
info@atlanticpipe.us

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- [x] *Local Dump-Site for safe disposal of debris / waste material removed from Project Location*
- [x] *Local Metered Water Source*
- [x] *Exposure of structures and access to all work areas without delay*
- [x] *Stabilized Access to Work Areas - Two Wheel Drive Accessible*
- [ ] *Access to secure site for equipment storage*
- [x] *Maintenance of Traffic - If Applicable*

CUSTOMER RESPONSIBILITIES

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renogotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE		DATE	3/13/2026
SIGNATURE	*Niasha Tulloch*		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		DATE	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considerec as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

DISCLAIMER: APS shall perform any and all repairs (e.g sag removal, rerounding, grouting, sectional CIPP, internal joint seals, mechanical repair sleeves, CIPP, coatings,) services on a best-effort basis and makes no representations or warranties, express or implied, regarding the success or effectiveness of such services. Billing shall be due and payable regardless of the outcome of the sag removal process. APS shall not be held liable or responsible for any damage, deformation, failure, or other adverse effects that may occur to the pipeline as a result of the sag removal attempt. Furthermore, APS shall bear no responsibility or liability for any costs, damages, or liabilities arising from dig-ups, excavations, or other activities outside of APS's control. The client agrees to indemnify, defend, and hold harmless APS, its officers, employees, and subcontractors from and against any and all claims, damages, losses, or expenses (including attorney's fees) arising out of or related to the sag removal work, except to the extent caused by APS's sole gross negligence or willful misconduct.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

PRICE TABLES

PRICING SHEET

Award will be made to the lowest responsive and responsible bidder(s) based on the total cost of the line items listed on the Pricing Sheet as may be deemed in the best interest of the County. Bidder(s) are required to complete all fields on the Pricing Sheet to be considered responsive.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	48" diameter manhole liner application (vertical foot)	1	VF	$388.85	$388.85
2	60" diameter manhole liner application (vertical foot)	1	VF	$398.33	$398.33
3	Other Structures: Pump Station/ Wet Well liner application	1	SF	$34.50	$34.50
4	Removal of Existing Coating (Water Blasting)	1	SF	$19.25	$19.25
5	Injection Grouting	1	GAL	$450.00	$450.00
6	Rebuild Manhole Bench	1	MH	$517.95	$517.95
7	Replacement of Ring & Cover	1	MH	$1,729.54	$1,729.54
8	Maintenance of Traffic (MOT) for County Road (per 8 HR workday)	1	DAY	$640.00	$640.00
9	Maintenance of Traffic (MOT) for State Road (per 8 HR workday)	1	DAY	$1,800.00	$1,800.00
TOTAL					**$5,978.42**

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 15

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Piggyback Sourcewell (RFP 092222) for Nixon Power Services to Repair Utilities Department Generators. (Utilities Director Bolling)

Background Summary:

As part of the approved City of Ocoee Fiscal Year 2025–2026 Budget, the Wastewater Field Contractual Services budget included $56,000.00 for a Generator Maintenance Agreement. This agreement is necessary to ensure that back-up power systems function properly during outages, storm events, and other emergency situations. Staff evaluated the growing size of the generator fleet managed by Staff and identified the need for a more detailed and comprehensive testing, maintenance, and repair program. It is critical that these units operate at peak capacity, as they provide the highest level of protection for utility services during emergencies and hurricane events.

The City utilized a piggyback purchasing contract through Sourcewell (RFP 092222) to procure generator maintenance services in accordance with the City's purchasing policies. Nixon Power Services was awarded under this cooperative contract and was subsequently approved as part of the Fiscal Year 2025–2026 Budget in the amount of $49,125.00. Nixon Power Services began inspection and load testing of the utility generators in December 2025.

Through these inspections, multiple generators were identified as requiring repair or rehabilitation. As a result, the total cost of the necessary repairs, combined with the maintenance agreement, exceeds the City Manager's $49,999.99 approval threshold.

Issue:

Should the Honorable Mayor and City Commission authorize to continue use of the Sourcewell piggyback purchasing contract (RFP 092222) to contract with Nixon Power Services for generator repair and rehabilitation services for the Utilities Department's back-up power systems?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve the use of the Sourcewell piggyback purchasing contract (RFP 092222) to contract with Nixon Power Services for generator maintenance, repair, and rehabilitation services for the Utilities Department's back-up power systems and authorize the Mayor, City Clerk and staff to execute the agreement. Staff further recommends authorization for the City Manager to approve change orders associated with this contract up to the limits of his purchasing authority.

Attachments:
1. Nixon Sourcewell
2. Nixon Contract - City of Ocoee 1yr w 2 1 yr renewal options (1)

Financial Impacts:
Sufficient funding is available in the Fiscal Year 2025–2026 Budget within 401-535-10-3400, Contractual Services.

Type of Item: Consent

SERVICE PROPOSAL

Date: 02-02-2026
Customer Reference #: JG 34148

Recommended by: Daniel Jarolim
Urgency: Immediate

Equipment:

Attn: Bruce Chiesa
bchiesa@ocoee.org
Phone:

Alt Site ID:
W/O: 26-06451

TRADEWINDS
431CSL6204
734763-0515

Customer: OCOEEF001 - City of Ocoee FL
LIFT STATION 32
1730 N Clarke Rd
Ocoee, FL 34761

Nixon Power Services is pleased to offer a proposal for the following:

Per the technician, the cooling system is due for service, and the radiator is rusted and needs to be replaced. The controller and voltage regulator are not working correctly and need to be replaced. The exhaust system is rusted and deteriorating and needs to be replaced.

Description	Cost/Each	Quantity	Item Total
Thermostat seal	$7.93	1.00	$7.93
CLAMP GUIL	$12.02	1.00	$12.02
CLAMP, U-BOLT 5 IN (127 MM)	$17.27	1.00	$17.27
Antifreeze, Green, 50/50, 1 Gal Jug (Case=6)	$18.35	10.00	$183.50
SEALCLAMP 4"	$30.66	1.00	$30.66
CONNECTOR, 5 IN (127 MM)	$77.05	1.00	$77.05
REDUCER	$77.44	1.00	$77.44
Hose	$95.69	1.00	$95.69
ELBOW	$118.42	1.00	$118.42
Hose	$128.67	2.00	$257.34
Hose	$130.68	1.00	$130.68
RAIN CAP 5 ALUMINUM	$166.80	1.00	$166.80
ELBOW	$180.59	1.00	$180.59
P226142DON	$199.50	1.00	$199.50
Hose	$232.76	1.00	$232.76
Thermostat	$252.47	1.00	$252.47
TUBING, STRAIGHT, 5 IN OD X	$364.95	1.00	$364.95
CONNECTOR FITTING 90o 3 FOR	$394.75	1.00	$394.75
COOLANT HOSE	$402.30	1.00	$402.30
PROGRAMMING SERVICE FEE	$459.25	1.00	$459.25
Hotstart Block Heater 1500w 120v	$608.30	1.00	$608.30
DIGITAL CONTROLLER DGC2020	$2,658.64	1.00	$2,658.64
SILENCER, Side In/End Out	$5,116.10	1.00	$5,116.10
Radiator	$20,662.74	1.00	$20,662.74
Onsite Regular Hours	$150.00	40.00	$6,000.00
Freight	$400.00	1.00	$400.00
		Total:	$39,107.15

Terms & Conditions: This estimate is valid for 30 days and may be subject to additional charges or revision if approved at a later date. Estimated taxes are not included in the above pricing, unless specified. If taxes are included, they are an estimate only, and are subject to change. This estimate stands alone, and does not include the cost of any other service calls or parts. All credit card transactions will be subject to a 3% credit card processing fee.

Acceptance of Proposal:

SERVICE PROPOSAL

Date: 02-02-2026
Customer Reference #: JG 34148

Recommended by: Daniel Jarolim
Urgency: Immediate

Equipment:

Attn: Bruce Chiesa
bchiesa@ocoee.org
Phone:

Alt Site ID:
W/O: 26-06451

TRADEWINDS
431CSL6204
734763-0515

Customer: OCOEEF001 - City of Ocoee FL
LIFT STATION 32
1730 N Clarke Rd
Ocoee, FL 34761

Nixon Power Services is pleased to offer a proposal for the following:

Per the technician, the cooling system is due for service, and the radiator is rusted and needs to be replaced. The controller and voltage regulator are not working correctly and need to be replaced. The exhaust system is rusted and deteriorating and needs to be replaced.

Print Name: _____ John Gilvin

Signature: _____ Nixon Power Services

PO: _____ 02-02-2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Janica Bolden
Scott Insurance 400 Bellemeade Street, Suite 201 Greensboro NC 27401	PHONE (A/C, No, Ext): 615-224-2658 FAX (A/C, No): E-MAIL ADDRESS: jbolden@scottins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company (A+)	16535
INSURER B : Travelers Property Casualty Company of America (A+	25674
INSURER C : Federal Insurance Company (A++)	20281
INSURER D :	
INSURER E :	
INSURER F :	

INSURED NIXONP1
Nixon Power Services LLC, Geneva LLC, Nixon Dedicated Services
Nixon Energy Solutions, & Nixon Site Services
155 Franklin Road, Suite 255
Brentwood TN 37027

COVERAGES **CERTIFICATE NUMBER:** 1792627868 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			GLO 9282297-10	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Comp $1,000 / X Coll $1,000			BAP 9282298-10	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-9S106257-25-NF	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE Prods/CO Aggregate	$ 10,000,000 $ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 9282296-10	3/1/2025	3/1/2026	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	Stop Gap, USL&HW $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Excess Liability			5672-68-66	3/1/2025	3/1/2026	Occurrence	$5,000,000 excess of $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Property Package - IMMA2410001605-03 - Insurer Ascot Insurance Company (A) NAIC: 23752- effective 03/01/2025 - 03/01/2026
Installation & Equipment - $2,000,000
Transit Coverage - $1,000,000
Property at Temporary Premises - $2,000,000
Leased or Rented Equipment - $3,000,000

City of Ocoee is an additional insured as respects General Liability if required by written contract.

CERTIFICATE HOLDER

City of Ocoee
1 N. Bluford Avenue
Ocoee FL 34761

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Sourcewell

Solicitation Number: RFP #092222

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kohler Power Systems (Kohler Company), N7650 Lakeshore Dr., Sheboygan, WI 53083 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer used, close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

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apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, directly arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by conditions that are beyond that party's reasonable control, including, without limitation, acts of God, acts of requests of government or governmental agencies in their non-commercial capacity, riot, or civil commotion, sabotage, accidents, fire, flood, explosion, mass shootings, damage to plants or facilities, epidemics, typhoons, quarantine, restrictions, or absence of normal means of communication or transportation, or other conditions beyond the party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Intentionally omitted.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must

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require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

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A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or

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under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

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covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

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N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

11/21/2022 | 7:52 PM CST

Date: _____

Kohler Power Systems (Kohler Company)

DocuSigned by:
Sean Kenefick
247E9098053E446...

By: _____

Sean Kenefick

Title: Vice President-Industrial Sales Power Systems North America

11/23/2022 | 7:56 AM PST

Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

11/23/2022 | 11:08 AM CST

Date: _____

RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name:	Kohler Power Systems
Does your company conduct business under any other name? If yes, please state:	Kohler Company
Address:	N7650 Lakeshore Rd. Sheboygan, WI 53083
Contact:	Robi Hullner
Email:	robi.hullner@kohler.com
Phone:	480-202-8667
Fax:	920-457-4441
HST#:	390-0402810

Submission Details

Created On:	Monday August 08, 2022 17:14:28
Submitted On:	Friday September 16, 2022 09:04:00
Submitted By:	Robi Hullner
Email:	robi.hullner@kohler.com
Transaction #:	f3b8ea4a-fbfc-4c83-bef9-bf5d464cd705
Submitter's IP Address:	104.129.198.251

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Kohler Power Systems (Kohler Company)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	67271	*
5	Proposer Physical Address:	N7650 Lakeshore Dr., Sheboygan, WI 53083	*
6	Proposer website address (or addresses):	http://kohlerpower.com/powerhub/index.htm	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Sean Kenefick - Vice President – Industrial Sales, Power Systems North America Email: sean.kenefick@kohler.com Phone: 630-333-5805	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robi Hullner - Manager of Government Accounts, Power Systems Email: robi.hullner@kohler.com Phone: 480-202-8667	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Scott Cinealis - Senior Market Analyst, Power Systems Email: scott.cinealis@kohler.com Phone: 920-918-1669	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1873, Kohler Co. has been improving the level of gracious living by providing exceptional products and services for our customers' homes and their lifestyles. We believe better business and a better world go together. Fueled by the passion of more than 40,000 associates worldwide, we strive to enhance the quality of life for current and future generations through design, craftsmanship and innovation. Kohler was founded by John Michael Kohler in 1873 as an iron foundry making farm tools. In 1889 Kohler started the plumbing fixture division, and in 1920 built the first modern-day generators. Kohler was the first company in the USA to offer Electric Power Plants for farms, homes, and businesses. Since then, our engines and generators have powered historic expeditions to the South Pole, construction of the Hoover Dam, Hollywood movie productions, the Eiffel Tower, and more. In 1985 Kohler expanded into interiors and hospitality businesses and the company went global. Today Kohler Company has 30+ brands globally, and there are Power Systems factories in 7 countries. Kohler owns 50+ manufacturing locations worldwide with 40,000+ associates. The company is still privately held by the Kohler family and is considered one of the largest and oldest privately held companies in the country. For over 100 years, our engines, generators, and uninterruptible power supplies (UPS) products have powered homes, hospitals, lawn mowers, stadiums, and everything in-between. In 2020 Kohler introduced the next leap forward in industrial power with the KD series generators designed to last for decades, with better fuel economy and a smaller footprint than ever before ranging from 800 to 4,000kW (4mW). Today, we're one of the world's largest power-generation manufacturers with manufacturing facilities on 4 continents and vast global sales, service, and distribution networks. No matter where you're located, you can always count on Kohler for reliable, intelligent engines, generators, and uninterruptible power supplies. Kohler Power Systems' state of the art 620,000 ft² generator-manufacturing, product training, and test facility is found in Mosel, Wisconsin. In addition to the primary generator manufacturing facility in Mosel, Wisconsin, Kohler Power Systems recently expanded its manufacturing footprint by locating its ATS & Switchgear production in an available 400,000 ft² facility in Kohler, Wisconsin. Kohler also manufactures diesel fuel tanks and enclosures at another 70,000 ft² facility in Saukville, Wisconsin. Between all 3 Wisconsin-based manufacturing locations, Kohler manages an astounding 1,090,000 ft² of total manufacturing space to support its North American customers. This is equivalent to an incredible 25 acres of world-class power systems equipment manufacturing capacity. Kohler is committed to being a best-in-class supplier and continues to invest in capital and equipment necessary to be a global producer and meet the increasing demands of its customers for generators and related equipment. In Q1, 2022 construction was completed on a 155,000 ft² addition of the Mosel facility to further expand production capabilities. This factory expansion, which is designed primarily for large generator manufacturing, includes a world-class customer experience center. Kohler Co. and each associate have the mission of contributing to a higher level of gracious living for those who are touched by our products and services. Gracious living is marked by qualities of charm, good taste, and generosity of spirit. It is further characterized by self-fulfillment and the enhancement of nature. We reflect this mission in our work, in our team approach to meeting objectives, and in each of the products and services we provide to our customers. Kohler Co. is committed to compliance with all laws and regulations in the countries where we operate. This code is the foundation of our commitment to ethical business practices. It sets out the standards for how we interact with each other and engage in business activities globally. Kohler offers a comprehensive power portfolio that meets the increasing demands of the markets we serve. Every part of our power system is designed and engineered by Kohler. Everything works together, just as it should.

11	What are your company's expectations in the event of an award?	Kohler expects to continue to cultivate the close partnership formed with Sourcewell over the years. A major highlight of this success has been a consistent aligning of expectations as shown by the growth in sales throughout the contract. Sourcewell sales from 2018 to 2022 YTD: 2018: $1,079,479.96 2019: $3,956,269.78 2020: $5,309,401.25 2021: $4,016,244.87 2022 (Orders August YTD): $8,284,786.19 Since receiving the Sourcewell contract, we have developed and trained a dedicated team that supports Sourcewell from all areas of the business. We plan to grow this team further by adding the Kohler Kitchen and Bath division as they are planning to pursue a separate Sourcewell contract. As a result, we have strategic plans to set up a corporate marketing campaign partnering with our Kitchen and Bath division that drives a call to action from targeted Sourcewell markets to drive sales. The markets will include both prospective and existing Sourcewell customers across the United States. Upon receipt of the award, Kohler will continue to place a strong emphasis on continued growth through Sourcewell by holding monthly dashboard meetings with Kohler's 22 distributors. In addition, we expect to continue collaborating closely with Sourcewell on marketing efforts to drive increased contract usage and growth, as well as attending Sourcewell sales accelerator meetings to educate our employees on best practices. In 2022, we set up an internal award specific to our highest performing distributor on the Sourcewell contract and plan to continue this award annually. This award highlights the strong connection we have built between Sourcewell, Kohler, and our distributor network. Kohler welcomes the opportunity to have performance/dashboard reviews on a regular cadence at Sourcewell's discretion.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Kohler is one of the country's largest and oldest privately held companies. Kohler was ranked #57 by Forbes in 2021 in the America's Largest Private Companies list. Kohler has continued to grow year over year in sales and has an annual revenue of over $9B. Please see attached "Financial Information" for financial information including credit references and Moody's financial report.
13	What is your US market share for the solutions that you are proposing?	The US market share is estimated at 20% and growing.
14	What is your Canadian market share for the solutions that you are proposing?	The Canadian market share is estimated at 20% and growing.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, never.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Kohler is best described as B below, a manufacturer/service provider. Kohler Power Systems is a manufacturer of various power systems as an OEM with distribution agreements with 22 privately owned and operated distributors. These distributors provide local sales and service across North America in accordance with the Kohler Distribution Agreement Policy and Procedures. Distributor's sales efforts are supported by the Kohler Field Sales Team, Application Engineering Team, Sales Administration Team, Product Sales Training Team, and the Kohler Management Team. Distributor Service Technicians are factory trained and distributor service team-leaders have completed factory certification training. Distributor Service efforts are supported by the Kohler Service, Warranty, Parts, and Training Teams.

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Kohler is not aware of any applicable licenses or certifications required in this contract, but if required Kohler is willing to pursue. Distributors hold engineering and contracting licenses in the states they operate. Kohler also ensures quality through adhering to ISO 9001:2015 certification, and adhere to ISO 14001 and 17025 compliance, and various product certifications (UL, CSA, IBC, NFPA, EN).	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable, Kohler has not received any suspension or debarment letters.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	- 2017, Kohler KD series awarded for category innovation: The KOHLER KD1000 industrial generator, powered by Kohler's own KD Series large diesel engine, was recently singled out in a new product competition held in conjunction with MCEE 2017, the largest trade show and conference for the plumbing, hydronics, HVACR, electrical and lighting industries in Canada. -2018, Kohler KD Series recognized as product of the year: The KOHLER KD Series, the company's highly regarded lineup of large diesel industrial generators, has been recognized as a 2018 Product of the Year by readers of Consulting-Specifying Engineer magazine. The publication's annual Product of the Year competition identifies the best new products in twelve key industrial categories and then lets readers vote for their favorites. This year, the KOHLER KD Series was recognized with a Gold Award – the top level of recognition – in the Emergency, On-Site, and Standby Power category. -2020, Kohler gaseous powered industrial generator recognized as "product of the year" by leading trade publication: The KOHLER KG Series gaseous-powered generators has been recognized as a 2020 Product of the Year by readers of Consulting-Specifying Engineer magazine. The publication's 16th annual Product of the Year competition identifies the best new products launched between Jan. 1, 2019, and March 31, 2020, in 11 key industrial categories and then invites its professional readership to vote for their favorites. This year, the KOHLER KG Series gas generators at 80kW, 100kW and 125kW Series was recognized with a Silver Product of the Year Award in the Power Systems & Equipment category. The recognition is Kohler's second award in three years from Consulting-Specifying Engineer after winning gold for the KD Series generator line in 2018. -2021, Kohler Power wins business intelligence group's sustainability product of the year award: Kohler Power, the data center industry's global power partner, announces that it has been named to The Business Intelligence Group's 2021 Sustainability Awards program, securing the Sustainability Product of the Year award. The Sustainability Awards honor people, teams and organizations who have made sustainability an integral part of their business practice or overall mission. Kohler was named a Sustainability Product of the Year winner for its Kohler Tier 4 Final KD Series Generator, an industrial-grade, diesel-powered generator that provides backup power for large hyperscale and regional global data centers. As the amount of data being created increases, the number of worldwide data centers will grow to support that demand. With that comes the increased need for reliable backup power — and an increasingly acute demand for power solutions that reduce environmental impacts wherever possible. -2022, Kohler Co. wins mission critical 2022 top tier products for generators: As the amount of data being created increases, the number of worldwide data centers will grow to support that demand. With that comes the increased need for reliable backup power — and an increasingly acute demand for power solutions that reduce environmental impacts wherever possible. Kohler's Tier 4 Final KD Series Generator provides a key advantage, resulting in minimal maintenance demands for optimized continuity and maximized ease for users — all while meeting strict EPA-controlled sustainability requirements. -2022, Kohler Co. ranks in top 10 for 2022 fast company's best workplaces for innovators: Fast Company today announced its fourth annual Best Workplaces for Innovators list, honoring organizations and businesses that demonstrate a steadfast commitment to encouraging innovation at all levels. Kohler Co. is listed No.10 on the 100 Best Workplaces for Innovators list, named the winner of Fast Company's 2022 Best Workplaces for Innovators Sustainability list and a finalist on the Large Companies list. -2022, Kohler Power named to data center magazine's list of top 10 power supply and management companies: Kohler Power, the data center industry's global power partner, recently received international recognition for the critical role it plays in keeping data centers operational. Data Centre Magazine, a leading voice for the global big data and cloud industry, recently awarded Kohler Power the top spot on its list of Top 10 Power Supply and Management Companies.
20	What percentage of your sales are to the governmental sector in the past three years	Based on total sales approximately 20%.
21	What percentage of your sales are to the education sector in the past three years	Based on total sales approximately 15%.

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Kohler does not directly hold any agreements with local or state governments, however most cooperative purchasing agreements are held and managed by Kohler authorized distributors.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA MAS Contract number GS-07F-019DA generating multi-million dollars annually each year.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
The Town of Amherst Water Utility	Rust Coombs	413-259-3163	*
Rathbun Regional Water Association Inc. – Water Treatment at Centerville, IA.	Rod Witt	641-647-2416	*
Central Arkansas Water Treatment located at Ozark.	Jim Ferguson	501-377-1298	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Restricted	Government	Maryland - MD	Due to classification status, cannot be shared.	Due to classification status, cannot be shared.	> $20,000,000 ($20M)	*
FAA	Government	Maryland - MD	Kohler generators and related equipment have supported the FAA for over 15 years providing backup power across 23 sites within the United States.	Large IDIQ contract consisting of several orders annually over 15 years.	>$38,000,000 ($38M)	*
GSA	Government	Maryland - MD	GSA Contract # GS-07F-019DA	Various generators, transfer switches, and switchgear ranging in size and scope.	$3,300,000 ($3.3M)	*
NOAA	Government	Missouri - MO	Backup generators supporting the National Weather Service's programs across the United States.	Over 100 backup generators to support various NOAA sites.	$1,500,00 ($1.5M)	*
Sourcewell	Government	Minnesota - MN	Various generators, transfer switches, and services under Sourcewell contract #120617-KOH	Several orders by Sourcewell customers from 2020 to 2022 ranging in various sizes.	$17,610,432.31 ($17.6M)	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	In North America, Kohler's 22's distributors employ over 300 field sales personnel that support customers 24/7/365 managing projects from cradle to grave. These field sales employees work closely with design/consulting engineers, general contractors, electrical contractors, and most importantly the end user to tailor custom solutions for their clients. Our distributors receive continuous improvement training on Kohler products and services and have access to the same technical information that our employees have at the factory level. Using a data driven approach, our distributor sales force are experts in communication and have developed a proven process to deliver solutions that go above and beyond customer expectations. Our distributor sales force is strongly supported by the Kohler field sales team consisting of dedicated account managers, sales directors, and regional sales managers in each distributor region. Within this high performing team, Kohler has engineering sales managers who work closely with our distributor sales force to answer technical questions and provide continuous training to ensure our distributors are up to date on Kohler products. Our sales force ensures total customer satisfaction before, during, and after the sale and maintains that satisfaction over the entire life of the product. We differentiate ourselves from our competitors by providing gracious customer service experiences and ensuring that our customers are our number one focus. In addition, we hold monthly meetings specific to government sales led by our dedicated Sourcewell account manager, and our own sales force and distributor sales force are educated specifically on Sourcewell and how to identify new customers and grow relationships with existing members. For more information about our distributor network, please see the attachment "Industrial Distributor Directory, G1405" in the additional documents section, and the "Kohler Proven Process" attachment.
27	Dealer network or other distribution methods.	Kohler holds a global presence of over 800 distributors and 10,000 dealers. In the United States and Canada alone our distributor and dealer network contain: -18 USA distributor headquarters -56 USA distributor branches -204 USA industrial dealers -4 Canada distributor headquarters -5 Canada distributor branches -22 Canada industrial dealers -2,000 residential dealers As described in the earlier question, Kohler's distribution network provides 24/7/365 support to all Kohler customers and is within 4 hours of even the most remote locations. We partner closely with our distributors and support their efforts in selling, promoting, and servicing all Kohler products and services. We provide our distributors with all the tools necessary to gain a comprehensive understanding of our products and services. Our distributors concentrate on their area of responsibility and are knowledgeable about local regulations within their area of responsibility, which is critical for Sourcewell customers. Our distributor network regularly attends training and meetings with Kohler to ensure they are up to date with Kohler products and regulations. We view our distributors and dealers as part of the Kohler family, and work closely with them to ensure that our customers are satisfied.

28	Service force.	Kohler has a nationwide dedicated service team that is available 24/7/365 that prides itself on providing a gracious experience for our customers. Kohler customers have the assurance of 24/7 emergency service and responsive aftermarket support. Certified and regularly trained, our factory-based technicians are always ready to offer post installation troubleshooting, advice, service, and support. All Kohler distributor technicians are certified in power generation, not just engines. Our service team provides: -24/7 availability -After market support -Installation/startup -Post sales service -Parts support -Repairs and overhaul -Training and documentation -Testing and commissioning -Supervision -Hands on technical support -Warranty support -Remote monitoring and diagnostics -Cost effective service plans 100% of our service territory is covered by a Kohler certified technician within a maximum 4-hour radius as part of our distributor agreement. Our distributor network has access to complete inventories of Kohler genuine parts, and are factory trained technicians who have been fully vetted and rigorously tested to provide the level of customer support we expect. Our distributors are required to complete an extensive training process to become subject matter experts for our products. Our service team provides world-class customer service. We are 100% self-servicing and certified to service and repair all the products sold.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process for Sourcewell will mirror the current process Kohler has successfully implemented on the contract. Kohler will leverage its distributor network to work closely with the end user to develop a custom quote to meet the customer's specification based on the location of the Sourcewell customer. A dedicated Kohler Sourcewell account manager will work closely with the distributor to correctly identify/code the Sourcewell order so the proper discounts are applied, and that the administrative fee is appropriately captured. In addition to the equipment, the distributor will be able to quote any additional services requested by the customer, which will be broken out as separate line items identified as services. Each quote will clearly identify the Sourcewell member discount in a manner that is easily understood by the customer, so that all parties have visibility to the discount. The Kohler distributor will convert the quotation into a purchase order (PO) via an electronic system, and Kohler will acknowledge the PO with an estimated ship date so that the distributor can relay this information to the Sourcewell member. All Sourcewell quotations and POs will have the appropriate Sourcewell contract number on it and will be closely monitored by the Kohler account manager to ensure compliance of the contract. Kohler's internal business system allows us to easily search each month/quarter for reporting and auditing purposes. All Kohler distributors have a dedicated Sourcewell point of contact who will handle supplying order updates and answering inquiries from the Sourcewell member. Finally, Kohler has a website URL dedicated to assist end users find the right distributor, and a dedicated Kohler point of contact to help with any questions with this process. Kohler's Sourcewell account manager will also be available to guide existing and prospective Sourcewell members through any questions that may arise. Link to distributor locator: https://kohlerpower.com/en/generators/industrial/distributor-locator

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service team is available 24/7/365. We understand the importance of maintaining a proper emergency electrical standby power system to protection against property loss and life safety operations during emergency situations resulting from a blackout. Kohler distributors have service technicians on-call 24/7/365. Response time is typically less than 2 - 4 hours, even in remote parts of the country as many technicians operate remotely from the offices so they can respond faster when needed. The after-sales support portion of our business is important to Kohler and its distributors. Kohler has a vast comprehensive network of authorized distributors across North America to offer sales and service support for Sourcewell members at all stages of a project. Each distributor must have an appropriate number of qualified technicians located in the correct locations to help minimize travel time as well as provide a quick response time. Kohler Power Systems has a dedicated phone line (1-800-544-2444) to redirect calls to the local distributor for the fastest possible response time.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Kohler is eager to continue supplying products and services to current and prospective Sourcewell entities in the United States. Since first becoming a partner of Sourcewell in 2018, we have made Sourcewell a key strategic business initiative, and the results have been remarkable. Sourcewell sales are closely tracked and reported monthly in our meetings with distributors, and part of our scorecard process is dedicated to Sourcewell. Kohler is dedicated to its partnership with Sourcewell to support state governments, local governments, and education by helping entities save time and money by using the Sourcewell contract vehicle.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Like the response for North America, Kohler and our Canadian distributors are ready to continue supporting products and services to Sourcewell participating entities in Canada. Our Canadian distributors receive the same level of training and education regarding Sourcewell that our US distributors receive, and we specifically tailor their scorecards for the Canadian market. We work closely with our distributors in Canada to educate them on Sourcewell/Canoe and look forward to continuing this relationship.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Kohler can sell to and service all 50 states and 10 providences of Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Kohler is proposing all parts of RFP #092222 "Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services" except for Ground Power Units. Everything contained in this proposal is available to all entity sectors with no restrictions to the participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Kohler and two distributorships can serve Alaska, Hawaii & US territories along with local authorized dealer with the same level of service as the continental US and Canada.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Kohler has a dedicated website that advertises Sourcewell and Canoe (https://kohlerpower.com/en/generators/industrial/cooperative-purchasing). We consistently post on social media regarding our partnership with Sourcewell, and have brought Sourcewell marketing material to trade shows as well as distributor headquarters openings. Our distributors have Sourcewell information on their websites, and consistently post about Sourcewell opportunities. We have trained our sales force to advertise Sourcewell by encouraging end users to sign up as members, highlighting how simple it is to become a member and the benefits of doing so. The effectiveness of this approach is highlighted by our rapid sales growth on the contract from 2018 to 2022, and we expect to further continue this growth in 2023 and beyond. In 2022 Kohler launched a pilot that consisted of a joint marketing campaign using digital data between TAW, Kohler, and a third-party marketing agency to target potential Sourcewell customers. This pilot will be expanded in 2023 to all 22 distributors based on the success we have seen resulting from this campaign. Our sales force and marketing teams are well versed in promoting Sourcewell to new and existing customers. We have plans in 2023 to launch a corporate marketing campaign partnering with Kitchen and Bath that drives a call to action from targeted markets to drive sales through both contracts if awarded specifically targeting prospective and existing Sourcewell customers. Please see attached "Marketing Plan Examples" for examples of Sourcewell related marketing that Kohler and our distributor network has created specific to Sourcewell.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As mentioned in the earlier question, Kohler recently launched a pilot that used digital data to drive growth specifically on the Sourcewell contract. We plan to expand this campaign across all 22 distributors in 2023 and set up a corporate marketing campaign leveraging technology and digital data to enhance our marketing effectiveness. Kohler is active in all forms of social media, and all Kohler distributions have their own websites that are linked to the http://www.kohlerpower.com website. It is also a requirement on our distributor scorecard that our distributors are actively promoting and marketing Sourcewell on their websites and/or social media. Kohler has developed a sizing program in our "Power Solutions Center" that is available online to customers to help spec and size their power system, and provides them with technical and pricing information at the click of a button. https://kohlerpower.com/en/generators/industrial/sizing-program Links to social media: LinkedIn: KOHLER Power – Generators (14,586 followers) https://www.linkedin.com/showcase/kohlerpower/ Twitter: KOHLER Power – Generators (6,961 followers) https://twitter.com/KOHLERPower YouTube: Kohler has 12 feature specialized channels. https://www.youtube.com/channel/UC2iCsEGEaaPRAFOWVVKIG0g Facebook: Kohler Power – Generators (338,266 followers) https://www.facebook.com/KOHLERPower/ PowerSource E-newsletter – featured articles and stories are sent monthly to anyone that signs up. All Sourcewell members and prospective members would be eligible for this newsletter.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has grown from a small, local purchasing cooperative to a national leader in public contracts. This growth is attributed to Sourcewell's focus on helping its members reduce time and money spent on acquiring goods and services. Kohler views Sourcewell's role in promoting contracts as a close partnership with Kohler to collaborate and launch Sourcewell specific material to current and prospective customers. Sourcewell has proven to be a trusted advisor to Kohler in helping establish consistent mutual growth on the contract, and we look forward to growing this relationship. Both parties play an integral role in working together to promote the Sourcewell contract, and the success is shown by Kohler's continued growth since being awarded the contract. Kohler has fully integrated the Sourcewell contract into its sales process shown by the rapid sales growth from 2018 to 2022, and the close partnership built with Sourcewell over the years. To ensure this success continues, we will conduct a "refresh training" course with all distributors and internal staff supporting Sourcewell.

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the highly engineered and customized products we offer, e-procurement is not conducive to a gracious customer experience. However, all orders that our distributors receive are handled using an electronic ordering system providing complete visibility to order status. As mentioned in a previous response, we do have an online sizing program available that customers can use to spec and size generator requirements that provides a hassle-free estimate and technical info. This information can quickly be turned into a quotation or purchase order after review by the Kohler team.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Product, equipment, maintenance, and operating training are key services that Kohler and our distributors provide that are unique to each customer requirement. During the startup/commissioning process our technicians are available to train end users on our products, and though these trainings are standard and optional they are provided at an added cost aligned with the 5% discount Kohler is proposing described later in the proposal.	*
41	Describe any technological advances that your proposed products or services offer.	-Kohler is the first generator manufacturer to offer factory direct Hurricane-Rated Enclosures on our industrial stationery gas and diesel generators. Kohler meets both ballistic and wind load certifications per the Florida Building code requirements and 185 mph wind load rating to protect your generator from hazardous weather. -AMP603 generator controller is an intelligent, touch screen database loaded with all the generator information (and controls) you need. Whether you want to customize your screen navigation, download data for deeper analysis or parallel with load and generator management, this controller offers it all. It also continuously monitors and manages operating conditions to protect your generator from damage and ensure ultimate reliability, flexibility, and performance. See "APM 603 G12525" for more detailed information. -eFRAME Enclosure – Kohler has designed a range of enclosures specifically geared to accommodate Kohler generators. This allows for complete customization with the luxury of shorter lead times. The eFRAME walk-in enclosure is ideal for mission critical applications including data centers, water utility, and healthcare facilities. It has a custom-designed modular enclosure that is easily accessible for service without having to disconnect the generator, and has four external lifting eyes for easy site installation. The exterior is fade, scratch, and corrosion resistant. For more information please see "eframe enclosure g12545" attachment. -Paralleling Box – the mobile paralleling box allows the connection of 2 generators to one distribution bus. It provides contactors to connect to and disconnect from the bus, eliminating the need for motorized breakers for each generator set. Up to 4 boxes and 8 generators can be connected to single distribution bus. This helps provide redundancy in case a single generator fails allowing the remaining generators to pick up the load. It also allows multiple generators to be paired together to increase your kW output. See "mobile p-box" attachment for more information. -Paralleling Switchgear- Kohler paralleling switchgear systems are designed to manage your power needs by carefully monitoring and adjusting the load between generators that have been installed to work in tandem. As switchgear technology continues to advance, Kohler leads the charge with product enhancements keeping your system current, so you have reliable power that can be easily serviced. Our upgrades use the latest programmable logic control (PLC) and human interface (HMI). Upgraded system with a new PLC updated software for a more efficient and robust operation allows for acceleration of troubleshooting should the need arise. For more information reference "G12542 Paralleling Switchgear Upgrades". -KD Series, EPA Certified Tier 4 Final, No DPF (Diesel Particulate Filter). No DOC (Diesel Oxidation Catalyst). With only an SCR (Selective Catalytic Reduction), we have removed all those complicated aftertreatment specifications. Not only that, since these generators are built for prime power and peak shaving, your clients can save big on utility bills. It also allows greater flexibility for installations. This product won the 2021 Sustainability Award and is built for the most critical jobs on earth. For more information see the "KD Series Spec g12506" attachment. -Kohler gaseous generators ranging from 25-1300kW are tailored and targeted to your specific job requirements. Unlike most generator models, every Kohler generator is designed to work precisely for standby, prime, or continuous applications. Every model is available EPA-certified to meet operational requirements on pipeline natural gas. For more information see "G12349 Gas Generators" attachment.	*

		-HVO is made from waste products and residues such as vegetable oils, animal fats, and used cooking oils. It is 100% fossil-free and 100% recycled, and can reduce carbon emissions from your mission-critical power systems by up to 90%. Our generators are fully compatible with HVO and can be mixed in engines with diesel with no impact on performance; so, it is not just mission critical, it is planet critical too. For more information visit: https://hvo.kohlerpower.com/ -Our automatic transfer switches (ATS) have a new line of electrically operated bypass-isolation transfer switches that are designed to interface with KOHLER generators and paralleling switchgear. The new line of electrically operated bypass-isolation transfer switches, available as standard (KAS) and programmed (KAP) transition configurations, features advanced, single-touch controls allowing users to transfer critical loads between power sources. -In January of 2022 Kohler acquired Curtis Instruments, a leading electrification partner to OEMs across a broad range of markets. Curtis' product portfolio spans motor speed controllers, HMIs and instrumentation, power conversion, CAN modules and other accessories. With a deep roster of talent across five engineering centers, Curtis also develops advanced IOT solutions for its customers. The acquisition expands and diversifies Kohler's power portfolio by leveraging Curtis' electrification expertise with Kohler's well-established gasoline and diesel engine business to best serve off-highway OEM customers. -In 2022 Kohler also acquired Heila Technologies, a modular energy platform designed to advance a more modern, cleaner energy supply by simplifying the integration, operation, optimization and scale-up of DERs. Its decentralized system provides unparalleled automation and modularity, dramatically reducing system complexity and cost while increasing resiliency and reliability.	
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Kohler's growth and success since its founding in 1873 have been built on a solid foundation of honest and fair behavior and a culture of ethical leadership. As a dynamic and purpose-driven company, we stay focused on controlling what we can by practicing our mission, abiding by our guiding principles, and making sure we do all we can to leave the world a better place. Kohler ranked 45th in the EPA's green Power Partnership list of largest consumers of renewable power in 2021, with 100% of the electricity for US and Canada operations coming from renewable sources such as wind and solar. For information on Kohler Co's 2021 environmental, social, and governance report please visit the following URL: https://kohler.dirxion.com/BelieveInBetter/KohlerCo-2021-Environmental-Social-Governance-Report/1/ In 2022, Kohler announced the offering of mission-critical diesel generators is compatible with Hydrotreated Vegetable Oil (HVO), marking a significant breakthrough in the usage of alternative fuels in backup power. HVO is made from waste vegetable oils and other feedstocks, provides a high-quality slot-in alternative to fossil diesel that can reduce carbon emissions by up to 90%. It is a liquid fuel that can be used in existing infrastructure, such as mission-critical generators, without any modifications. And it has complete blending compatibility with fossil diesel, providing end-users with total flexibility in their operations meaning that you can mix the two or use either/or as fuel. For more information visit: https://hvo.kohlerpower.com/ Please see "Kohler Co 2021 Environmental Social Governance Report" attached for more details and HVO sell sheet in the additional documents section.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We are committed to leaving the world a better place than we found it and are working toward net zero environmental impact by 2035. For us, this means reducing or offsetting all greenhouse gas emissions for Kohler operations (scope 1 and 2) and sending zero solid waste to landfill; developing innovative energy- and water-saving products and encouraging people to act. See the report below for more details. https://kohler.dirxion.com/believeinbetter/KohlerCo-2021-Environmental-Social-Governance-Report/1/	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Kohler is considered a large business but most of our distributors are considered small businesses. In addition, we partner with 2 companies: Native Instinct - SDVOSB (CVE) OLB Associates LLC - Woman Owned Small Business (WOSB)	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	What makes Kohler unique is our obsession to supply resilient mission-critical power, but to do so innovatively, responsibly, and sustainably. Unlike many of our competitors, Kohler is a privately held family business that has been in operation for over 150 years, and our customers can expect to be treated as such. We are the only company that is solely dedicated to power. Our product offering will continue to adapt to the regulatory and environmental changes of the market. We have the designers, engineers, and vision to deliver constant innovation in mission-critical power generation. Our customers are our #1 focus, and our distributors are a direct extension of the Kohler family that are experts in selling and servicing our products. Unlike some of our competitors who are large public firms, we reinvest more than 90% of our earnings into our private family-owned business. We pride ourselves in product development and customer service in supplying a gracious experience for our customers. We have evolved from a power generator company to developing new products such as battery storage, microgrids, fuel cells, and other renewable energy products to serve our customers' power resiliency needs. There is no job that is too big or too small, and we will work with the customer during every step of the process. Government agencies, public and private schools/colleges, tribal government, and nonprofit organizations have relied on Kohler over the last 100 years. We are a turnkey solutions provider that can engineer, procure, and integrate power systems. From first contact through planning, project execution to maintenance, Kohler provides you with complete end-to-end support. Our dedicated project team assesses your project scope, requirements, and challenges, and supplies full support and transparency throughout every stage of the project. By working closely with you, we ensure that your project is equipped with reliable, custom-designed power systems tailored to your specifications and budget.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, our standard warranty covers all products, parts, and labor. We offer warranties ranging from 1 year up to 10 years. For more information on warranty, please see the attachments under the warranty information. The ZIP file attached "Warranty Policy and Procedures" has all relevant warranty info. TP5180 – Warranty Policies and Procedures TP5374- Stationery and Prime Power Warranty TP5820- Warranty Program Features TP6170- Industrial Trailer Mounted	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, warranties are available ranging from 1-year/2000 hours, whichever occurs first through optional 10-year warranties. Per EPA (Environmental Protection Agency) laws Stationary Emergency Power Systems can only be operated while a reliability utility is out of specification plus up to 100 hours/year for maintenance and readiness testing. For Stationary Non-Emergency and mobile diesel powered (CI) units EPA T4 Certification is required, or EPA certified (SI) Gas engines need to be used. These restrictions do not necessarily affect the warranty but misuse/application of EPA law is illegal. Start-up must be performed by Kohler Distributor, Dealer or Authorized Representative within 24 months of shipment. For more detailed information, please see the ZIP file attached in the warranty information section. Please see TP5374 mentioned in previous response, as well as TP5820 "Industrial Generator Set Limited Warranties" that provides more details on the various warranty options.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the standard warranty includes up to 150-, 200- or 300-miles round trip with travel time included depending upon the product category and covers the expenses of technicians travel time and mileage to perform warranty repairs. The ZIP file mentioned previously has all relevant information.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have service available in all regions supported by the Kohler service team and distributor service network. Sourcewell entities will be provided service for warranty repair from our distributor network supported by the Kohler service team at the factory. The local distributor in the Sourcewell entity's location will be the primary point of contact for service issues, and if any issues arise the dedicated Sourcewell account team from Kohler is there to help available 24/7/365.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Everything included in the Kohler proposal is covered by a Kohler warranty as Kohler is the manufacturer of these parts. There are no third-party items included in the Kohler proposal. If other items are negotiated between the Sourcewell member and local Kohler distributor, warranty on those items will be by other coverage not applicable in this agreement/proposal.	*
51	What are your proposed exchange and return programs and policies?	Exchange program is explained in the Kohler warranty statement, at the discretion of Kohler Co., defective product will be repaired or replaced. Due to the size and customization of each product for a specific application, returns are treated the same. Typically, damaged, or defective product is promptly repaired in the field at site by the local Kohler distributor and if needed with factory help. Please refer to the attached ZIP file in the warranty section for detailed information.	*
52	Describe any service contract options for the items included in your proposal.	Kohler distributors provide and renew service contracts every day for Kohler Power Systems products. Contracts are tailored to meet customer needs/budgets such as annual, semi-annual, or quarterly visits. Some also include annual load bank testing, fuel polishing and fuel delivery services unique to each customer. Kohler is offering a 5% discount on these services to Sourcewell members discussed later in the proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Traditional payment terms are net 30. POs will come from Sourcewell members to the local Kohler distributor, and as such the terms will be detailed on each quote/order. Kohler and its authorized distributors understand that terms can vary from project to project depending on scope of work and can be flexible to support end user requirements.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Kohler does not offer such programs; however, Kohler distributors may be able to assist Sourcewell members with leasing or financing options depending on the scope of work under the services category of products offered.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have a standard process and template that we use to ensure that Sourcewell members receive the correct discount, and that the administrative fee is captured. Attached is a sample of the Sourcewell pricing template that we provide to our distributors. The pricing template contains the Sourcewell contract number, logo, and discount clearly highlighted to the customer. You can see the Sourcewell contract number at the top of the document. All documentation is provided to Sourcewell members through our distribution network who provide their own unique documents to the Sourcewell members. Please see, "Blank Sourcewell Copy Template" for an example.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sourcewell orders are fulfilled through our distributor network. Our authorized network of distributors can accept p-cards or credit cards as a form of payment, with an average transaction fee of 2% to the customer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	To ensure Sourcewell members can easily procure products at competitive discounts, Kohler is offering a simplified discount model that will be easily understood by the Sourcewell member. Due to the customizable nature of the products involved, Kohler is providing a discount off the configured list price. Freight, start-up, training, and maintenance agreements will be considered services. The discounts offered to Sourcewell members are better than what is widely available to non-members. Kohler does have the ability to offer additional discounts on a case-by-case basis to Sourcewell members. We are offering the following discount percentages off configured list price: -30% for gaseous generator products -32% for diesel generator products -30% for industrial ATS (automatic transfer switch) -30% for residential products -5% off list price for services The attached document titled, "Kohler Sourcewell Pricing 2022" holds further details on the products and services offered.	*

58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The product pricing that Kohler is proposing is a discount off "configured list price" due to the customizable nature of the products offered in this proposal. The discount off configured list price will be taken off the final bill of material once configured by the Kohler distributor and confirmed by the Kohler account manager following the proposed discount structure below. For services Kohler is proposing a 5% discount off list price. -30% for gaseous generator products -32% for diesel generator products -30% for industrial ATS (automatic transfer switch) -30% for residential products -5% for services The attached document titled, "Kohler Sourcewell Pricing 2022" holds further details on the products and services offered.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	These discounts and rebates are considered on a case-by-case basis because in Kohler's experience most projects typically involve just one electrical power system. In cases where multiple systems are quoted/purchased at the same time, Kohler will review the opportunity and give a one-time consideration to provide an extra discount to the customer. If multiple units are purchased Kohler can consolidate freight to minimize cost for the end user. Rebate programs are not typical in this product line/industry as most customers purchase one or less electric power systems per year, however if larger volumes are purchased, we will review a volume discount on a case-by-case basis.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced, open market, or nonstandard options will be priced and fulfilled by the local Kohler authorized distributor per the Sourcewell discount schedule off list price at a 5% discount to Sourcewell customers. Some of these items can include fuel, storage tanks, testing/permits, service contracts, rental equipment, and parts.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Kohler does not automatically include freight costs at time of bid. Sourcewell members can request a Kohler preferred carrier freight quote through their distributor if they wish. If Sourcewell members can obtain freight at a lower rate, Kohler will mark the order as customer pick-up, FOB origin. Installation is performed by others due to coordination involving 3rd parties (i.e., architect, engineers, general contractors, and sub-contractors) to ensure building codes and inspections are met. Installation, supervision, start-up, and training will be quoted by the Kohler distributor and listed as separate line items as a service aligned with the 5% discount proposed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is quoted FOB Sheboygan, WI, 53083. Freight cost is determined by the size of the equipment and the shipping method required. The smaller product can be shipped by LTL (Less Than Truckload), whereas larger product requires specialized trailers such as drop deck, double drop, and low-boys, and can even require multiple trucks. Kohler is not involved in the arrangement of on-site delivery and off-loading. That is arranged through Kohler's authorized distributor, Sourcewell member, and necessary onsite personnel. If special equipment is required for installation, like cranes, quotes will need to be obtained through a 3rd party.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, or any offshore deliveries that require multiple-stage shipments and are quoted FOB Kohler. The first leg of the shipment is handled the same as if it were delivered to a site in the continental United States. The difference is that the first destination will be to a port on the coast where the equipment will be loaded onto a barge then shipped via ocean to its second destination. Canadian shipments will follow the same process as shipping to the lower 48 states. Special guidelines are followed by truckers when traveling over ice roads in northern territories to ensure the safety of equipment and driver. Whenever product leaves the United States proper export and import documents are maintained by Kohler's international traffic team to ensure smooth crossing at the border. Kohler can help in coordinating export packaging, if necessary, through a third party.	*

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Two unique delivery methods that Kohler offers are the preferred carrier program for generators 700kW+ and split shipments. Through the preferred carrier program, Sourcewell members can capitalize on Kohler's partnership with local carriers. This benefit offers lower freight rates and peace of mind in knowing that equipment is being moved by the best in the industry. Split shipments are available when some equipment, like an Automatic Transfer Switch, is needed on site before the generator so that certain on-site construction can continue.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Kohler uses an SAP based business system and extends this system to all distributors. All quotes, purchases, and deliveries are made via this system, which makes monitoring activity seamless. We perform monthly, quarterly, and annual reports through this system to ensure Sourcewell entities receive the proper pricing, and correctly report all sales through the contract each quarter. Kohler has developed a dedicated dashboard within PowerBI to Sourcewell quotes and orders/sales providing visibility to all Sourcewell related activity. All Sourcewell quotes are verified by Kohler personnel prior to being sent to the customer to ensure that all terms and conditions are properly followed.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Kohler currently tracks all Sourcewell related activity in a dedicated PowerBI dashboard that shows all quote and order activity. We have visibility to all quotes and orders received as well as shipments. These metrics can be filtered down by each distributor and are presented at monthly meetings with each distributor to track and measure performance. Our data analytics group continues to make improvements to the dashboard, and it has visibility to all levels of the organization. Utilizing this dashboard, we can drill down from high level quote/order activity to the specific job that was quoted allowing us to measure contract success. A representative sample of internal metrics we have found as good indicators are the following: - Number of opportunities identified - Quote Net ($) - Order Net ($) - Win rate % - Repeat customers - Number of new customers Kohler is open to tracking additional metrics as suggested by Sourcewell in the future as part of a collaborative process together.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Kohler is proposing the same general administrative fee which led to more than $15M in sales over the term of the contract; not including the $8M year to date in Sourcewell orders we have received this year. We expect even greater results in the next contract as our partnership with Sourcewell continues to grow and evolve. Kohler proposes a 2% fee of Kohler FOB net invoice price on equipment, which will exclude services, "open market", or "nonstandard items" such as freight, start-up, services, maintenance agreements, and training. Kohler will offer the customer a 5% discount on these items, but requests this to be excluded from the administration fee. For single projects exceeding $2,000,000 ($2M), Kohler will increase the administrative fee to 3% for that order. If Kohler coordinated Pre-Pay and Add freight is used, it will be treated as a service and not included in the administration fee. The discount will be limited to Kohler FOB bill of material and will exclude open market or nonstandard options that may be supplied by others.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you	We offer a full line of diesel and natural gas generators, which include mobile generators with trailers. We also offer the necessary equipment to supplement	

	are offering in your proposal.	generator purchases including Automatic Transfer Switches (ATS), switchgear, paralleling equipment, and microgrid solutions. Our distributor network can also offer a variety of services, custom enclosures, fuel tanks, automatic transfer switches, and much more. To further enhance the Sourcewell members' experience and product offerings, our distributor network can supply rental equipment across the United States and Canada. A detailed description of Kohler's offerings is listed below. Industrial Generators: We offer diesel generators ranging from 7 to 4,000kW, which is the largest standby generator on the market today. Our gaseous generators range from 25kW to 10,000kW and can be paralleled for a total of 100MW of power. The Kohler KD Series engines supply unparalleled power density and exceptional fuel economy. Think about the most important places in the world: hospitals, airports, data centers, water treatment plants, etc. Those are the places we protect. The ones that absolutely must have power—no matter what. And with diesel generators ranging from 7 to 4,000 kW, there are no jobs too small, no buildings too big. Kohler diesel generators are available EPA-certified. You can customize them any way you like with a variety of accessories. Our EPA-Certified Tier 4 final generators are the simplest tier 4 generators on the market and are trusted to supply power to critical infrastructure. Residential Generators: Our standby and portable generators protect sensitive electronics from power surges and outages available in natural or LP (Liquid Propane). We also offer compatible automatic transfer switches that monitor the electricity coming from the utility, and when needed signal the generator to start within seconds. Our standby generators range from 6kW to 150kW, and our portable generators range from 1.8kW to 9kW. The smallest 1.8kW portable generator is solar powered and can generator 1440 watts of continuous power. Mobile Generators: Our mobile generators range from 30kW to 175kW and are Tier 4 EPA-emission-certified for nonroad use with 110% containment of fuel, oil, and coolant. They are designed to be easy on the environment and have no DPF (diesel particulate filter) for a smaller overall footprint without DPF maintenance. Cooled exhaust gas recirculation (EGR) helps achieve the industry's toughest emissions standards. Ultraefficient performance provides savings for our customers. Tier 4 Final engines with lower operating costs give you heavy-duty power for any demanding application. Some of the standard features are: - Trailer mounted - Three-position selector switch: 277/480 V 3 Ph, 120/208 V 3 Ph, 120/240 V 1 Ph - Two-way fuel valve easily switches from onboard to external fuel source - Convenience receptacles: two 120 V, 15 A duplex outlets; and three 250 V, 50 A outlets - Cold-weather package including block heater and battery heater -Kohler Decision-Maker 3500 digital controller features user-friendly displays and keypad functions, plus advanced network communications for remote system monitoring and diagnostics Automatic Transfer Switches (ATS): We offer customizable transfer switches ranging from 30 to 4,000 amps that are available in standard, bypass-isolation, and serve-entrance configurations. Our ATS products can be open, closed, and programmed transition with either breaker based or contractor-based configurations. When the grid fails, power is transferred to the standby system. And then it is back to business as usual. Paralleling Switchgear: Whether your needs are for emergency, prime power, interruptible rate, or peak shaving applications, Kohler has the switchgear to back them all up. When it is time to spec, our team will take care of you every step of the way—from concept to startup. And we will engineer custom switchgear to meet your needs. Kohler Power Reserve: For homes and businesses with solar panels, Power Reserve stores the solar energy gathered throughout the day and reserves that energy for use whenever you want it. The power reserve is compatible with any solar panel installation and can provide up to 7.6kW of continuous power. The system stores excess solar energy throughout the day and then uses that energy to power your home or business at night. We also have a 5kWh battery expansion available that can be added to the system. Other services including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service, and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services will be provided by Kohler's distributor network at a 5% discount to Sourcewell customers. Not to be confused for portable/towable generators that Kohler does provide, Kohler	

		does not supply Ground Power Units. Please see the following attachments for more detail on specific products: - G125-18, Brochure, Full Line Industrial - G12458, Brochure, Standby and Portable Full Line - G12-429, Brochure, Consumer, Res/Commercial	
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Products, which include gaseous, diesel, industrial ATS, and residential -Services	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	(•) Yes ( ) No	Please note that Ground Power Units are not being proposed in this proposal, Kohler does not manufacture Ground Power Units.	*
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	(•) Yes ( ) No	Kohler is offering Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools as part of this proposal.	*
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	(•) Yes ( ) No	Kohler is offering these services through our distributor network at a 5% discount to Sourcewell members.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Kohler Sourcewell Pricing 2022.pdf - Friday September 16, 2022 09:02:51
- Financial Strength and Stability - Financial Information.zip - Wednesday September 14, 2022 11:54:23
- Marketing Plan/Samples - Marketing Plan Examples.zip - Wednesday September 14, 2022 11:55:17
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty Policy and Procedures - Kohler ZIP.zip - Friday September 09, 2022 12:38:19
- Standard Transaction Document Samples - Blank Sourcewell Copy Template 4.4.2022.docx - Wednesday September 14, 2022 11:55:54
- Upload Additional Document - Additional Documents - References, Spec Sheets, Etc..zip - Wednesday September 14, 2022 11:59:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Kenefick, Vice President, Sales, Kohler Co.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM	☑	1
Addendum_3 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM	☑	1
Addendum_2 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM	☑	1
Addendum 1 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM	☑	1

ASSIGNMENT OF AND AMENDMENT TO CONTRACT # 092222-KOH

THIS ASSIGNMENT AGREEMENT is effective upon the date of the last signature below, and is by and among **Sourcewell; Kohler Power Systems,** N7650 Lakeshore Dr., Sheboygan, WI 53083 **(Kohler);** and **Discovery Energy, LLC,** 200 Twin Oaks Rd, Kohler, WI 53044 **(Supplier).**

Sourcewell awarded a contract to Kohler to provide Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services for use by Sourcewell and its Participating Entities, effective November 23, 2022, through November 22, 2026 (Contract).

Kohler wishes to assign the Contract to Supplier; and the assignment provision of the Contract requires assignment only upon written consent of Sourcewell.

1. Kohler wishes to assign to Supplier all of Kohler's rights, responsibilities, and other provisions set forth in the Contract, Sourcewell Contract Number 092222-KOH.
2. Supplier has obtained a copy of the Contract from Kohler, and certifies it will comply with the terms of the Contract as executed Kohler and Sourcewell, except as amended below. The parties agree this assignment is unconditional and without recourse.
3. Kohler and Supplier jointly and severally represent and warrant to Sourcewell that:
   a. Kohler is not in default of any of its obligations under the Contract;
   b. Supplier is ready, willing, and able to perform all of the obligations and responsibilities of the Contract;
   c. Kohler and Supplier request consent from Sourcewell to this assignment; and
   d. Supplier accepts assignment of the provisions of the Contract.
4. In consideration for the above, Sourcewell consents to the assignment.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Director of Operations/CPO

Date: 4/12/2024 | 11:01 AM CDT

Kohler, LLC

By: Ryan Bauer

Title: Vice President – Power Solutions

Date: Apr 11, 2024

Discovery Energy, LLC

By: Ryan Bauer

Title: Vice President – Power Solutions

Date: Apr 11, 2024

PREVENTATIVE MAINTENANCE

Quote To:

Bruce Chiesa

Email: BChiesa@ocoee.org
Phone Number: 407-353-6417

From: Jeffrey Durner
386-837-4956
jdurner@nixonpower.com

Name: City of Ocoee
Quote Number: JD10012025

Date: 10/17/2025

ITEM DESCRIPTION	PROPOSED START DATE	SCOPE OF SERVICE	PRICING
Generator: City of Ocoee **Other** *Various Units* *Qty: 18* 1800 A.D. Mims Road Ocoee, Florida 34761	10/1/2025	*Price for Annual Services:*	**$49,125.00**

ADDITIONAL SERVICE OPTIONS

Annual Price:	**$49,125.00**
(Two 1yr Renewals available at this pricing.) Years of PM:	**1**
TOTAL ANNUAL PRICE:	**$49,125.00**

Rehlko's warranty strictly requires that maintenance, repairs, and service be performed by an authorized distributor to remain valid. Without an active service agreement with Nixon Power Services—your authorized Rehlko distributor—your generator could be at risk of warranty denial due to improper upkeep or unauthorized repairs. Protect your investment, ensure compliance, and guarantee reliable backup power by securing a service agreement with the experts who know your system best.

SIGNATURES:

Quote is valid for 30 days.

Accepted By (Print Name)	*Accepted By (Signature)*	*PO Number*

TERMS & CONDITIONS:

"This agreement is at time of service from the date of acceptance. A 30-day written notice is required before scheduled service or anniversary date of the agreement to cancel. All prices quoted are for services listed."

Price does not include applicable sales tax.
Our service department is on call 24-hours a day, 365 days per year. Please call (800) 766-4966. Additional or emergency services will be quoted on a time and material basis at your preferred customer rate. By signing below, you agree to the attached Standard Terms and Conditions.

MINOR SERVICE includes & MAJOR SERVICE includes

FUEL SYSTEM

- Inspection of all components
- Drain fuel/water separator
- Check & record water level in main tank
- Check operation of day tank
- Check fuel pressure (gas only)



- Minor Services & the following
- Change fuel filter elements
- Check for water in day tank

AIR INTAKE SYSTEMS

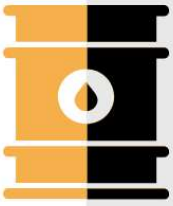
- Check breather tube
- Check air system piping
- Check condition of dry type cleaner



- Minor Services & the following
- Check breather tube
- Drain air box reservoir
- Check air system piping
- Service oil bath air cleaner
- Change filter element (as required)

LUBRICATING SYSTEM

- Check engine oil level
- Check for oil leaks



- Minor Services & the following
- Change engine oil & filter
- Change governor oil & filter
- Check engine oil pressure
- Oil laboratory analysis (when contracted)

ENGINE ELECTRICAL SYSTEM CHECKS

- Clean batteries & cables
- Check specific gravity
- Add distilled water
- Check operation of float charger
- Check & record battery voltage under load



- Minor Services & the following
- Change rotor & cap
- Change spark plugs, points & condenser
- Check specific gravity of cells
- Add distilled water (as required)
- Check operation of float charger
- Check & record battery voltage under load

MINOR SERVICE includes & MAJOR SERVICE includes

COOLING SYSTEM

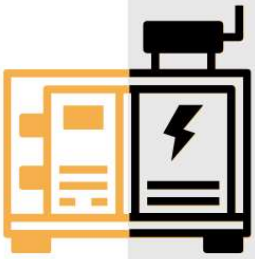
- Visually inspect system
- Check coolant level
- Check for coolant leaks
- Check radiator cap



- Minor Services & the following
- Change coolant filter
- Test antifreeze (add inhibitor)
- Coolant testing samples

GENERATOR CHECKS

- Check circuit breaker operation



- Minor Services & the following
- Vacuum debris
- Check condition of bearings
- Check condition of AC/DC brushes
- Measure non-contact temperature

EXHAUST SYSTEMS

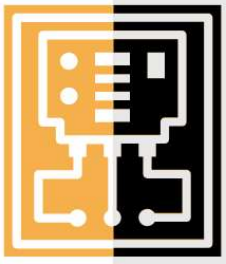
- Check condition of exhaust system
- Check condition of turbocharger
- Check for exhaust leaks
- Check exhaust rain shield
- Check for wet stacking



- All Minor Services Repeated

TRANSFER SWITCH

- Visual inspection of condition
- Perform transfer test (with client approval)
- Check all alarm lights
- Perform non-contact temperature measurements
- Vacuum debris

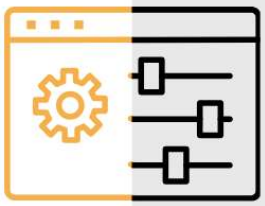


- All Minor Services Repeated
- Inspect linkage for binding

MINOR SERVICE includes & MAJOR SERVICE includes

CONTROL SYSTEM

- Check gauges & meters operation
- Clean control cabinet
- Check controls operation
- Check shutdown system
- Check indicator & panel lights
- Check/record frequency & voltage



- All Minor Services Repeated

GENERAL CHECKS

- Perform transfer test (with client approval)
- Inspect linkage for binding



- All Minor Services Repeated

LOAD BANK INFORMATION



LOAD BANK TESTING CAN BE PERFORMED WITH MINOR OR MAJOR SERVICE

- Meets NFPA & Joint Commission requirements
- Test results for permanent files
- Simulates full load conditions
- Tests generator in a controlled environment
- Removes carbon buildup from engine
- Helps seat piston rings and resolves wet-stacking

ADDITIONAL SERVICE OPTIONS AVAILABLE:

System Monitoring
Coolant Sampling
Fuel Sampling
Air Filters
Fuel Polishing
Batteries

NIXON POWER SERVICES

rehlko

NIXON POWER SERVICES

TRIENNIAL SERVICE

(EVERY 3 YEARS)

INCLUDES REPLACEMENT OF:

- Belts
- Batteries
- Hoses
- Thermostats
- Coolant
- Gaskets
- Air Filters
- Spark Plugs (Gaseous Engines Only)
- Clamps
- Perform All Major Services

rehlko KOHLER CAT Cummins GENERAC mtu ASCO TAYLOR POWER SYSTEMS

STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale ("Terms") shall, unless otherwise explicitly stated in writing by Nixon Power Services, govern all sales of goods ("Goods") or services, including without limitation repairs, maintenance, warranty repairs, or services provided pursuant to a maintenance agreement (collectively, "Services"), by Nixon Power Services ("Nixon") to the customer purchasing such Goods or Services (the "Buyer"). Special Conditions of Sale, where applicable, are included at Exhibit B, attached hereto.

1.Contract- These Terms, together with any: price list or schedule, quotation, acknowledgement, or scope of work provided by Nixon; or documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods or Services by Nixon to Buyer. Nixon's acceptance of Buyer's authorization to proceed is expressly conditioned on Buyer's assent to all of Nixon's Terms, including terms and conditions that are different from or additional to any terms or conditions in Buyer's purchase order. Buyer's placement of an order with Nixon and/or acceptance of Goods or Services constitute Buyer's assent to Nixon's Terms.

2.Service, Repair, Maintenance- Nixon reserves the right in its sole discretion to refuse to provide service or repair. All maintenance plans exclude and do not cover or apply to rotors, stators or engine crank shafts. The cost of providing a rental generator while a permanent generator is being maintained or repaired, regardless of whether the repair is a warranty repair or a non-warranty repair or whether the service or maintenance is provided under warranty or pursuant to a maintenance agreement, and regardless of whether the service, maintenance or repair is the responsibility of the manufacturer of the Goods or of Nixon, is excluded from any service or maintenance plan or product warranty and shall be the responsibility of Buyer. Service or maintenance of any fire pump covers only the diesel engine component and no other component. Waste oil and coolant from emergency generators are hazardous materials and must be handled as such. Disposal of hazardous materials is Buyer's responsibility and done at Buyer's expense, and when handling or disposing of such materials is Nixon's responsibility, Nixon charges an additional "hazmat fee" and safely removes and recycles such materials.

3.Quotations And Published Prices- Prices quoted in writing by Nixon shall remain in effect for thirty (30) calendar days from the date of issuance by Nixon, unless withdrawn in writing by Nixon before that time expires, and may be accepted only by an unconditional authorization or purchase order from Buyer that is received and accepted by Nixon within this period.

3b. SCOPE- Nixon Power shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Nixon Power reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for the duration of time as listed in clarifications above and the price is firm provided drawings are approved and returned within specified dates quoted. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

4.Taxes- Nixon's prices do not include any applicable sale, use, excise or similar taxes, and the amount of any such tax that Nixon may be required to pay or collect is Buyer's responsibility and will be added to Buyer's invoice unless Buyer timely furnishes Nixon with a valid tax exemption certificate acceptable to the appropriate taxing authorities. Where Buyer fails to furnish the required documentation, any unpaid sales, use, excise, or similar tax will be billed to Buyer. If at any time the appropriate taxing authority determines, for whatever reason, that an exemption certificate provided to Nixon by Buyer is invalid, Nixon will make a reasonable, good-faith attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer, and Buyer agrees to cooperate fully and promptly with Nixon in such circumstances. If Buyer fails to timely furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, or fails to cooperate with Nixon, or if the appropriate taxing authority does not accept the additional documentation provided, the sales, use, excise or similar tax will be billed to Buyer.

5.Payment Terms- Unless otherwise specified by Nixon and subject to Nixon's review and approval of Buyer's credit, payment terms are net thirty (30) days from date of Nixon's invoice, payable in U.S. currency. If Buyer wishes to use a Visa or MasterCard as the form of payment, Nixon may charge a 5% convenience fee (5% of the total invoice), which Buyer agrees to pay. Nixon shall have the right to cancel or suspend any order for Goods or Services if Buyer fails to make any payments when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Amounts past due are subject to a service charge of the lower of one-and-a-half percent (1.5%) per month (or fraction thereof) or the maximum rate allowed by law, from the date on which they are due until they are paid, and any payments will be applied first to service charges due. Nixon reserves the right, in its sole discretion based on Nixon's determination of Buyer's creditworthiness, to require payment in advance of shipping Goods or providing Services and/or payment of a deposit before accepting and processing any order. If such cash payment or security is not provided, Nixon may refuse to accept and process Buyer's order and/or may suspend or cancel production and/or delivery of Goods or Services. Buyer hereby grants Nixon a security interest in all Goods sold to Buyer by Nixon, which security interest shall continue until all such Goods are fully paid for, and Buyer, upon Nixon's demand, will execute and deliver to Nixon such instruments as Nixon requests to protect and perfect such security interest.

6.Delivery- While Nixon will use all reasonable commercial efforts to maintain the shipping and/or performance date(s) quoted by Nixon, all shipping dates and/or performance dates are approximate and not guaranteed. Nixon shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions or other required information. If shipment of any Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Nixon for any and all storage costs and other additional cost or expenses resulting from the postponement or delay. All shipments of Goods are F.O.B. Nixon's facility. All shipments are made at Buyer's risk. Risk of loss and legal title shall pass from Nixon to Buyer upon delivery to and receipt by carrier at Nixon's shipping point. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and must be submitted by Buyer directly to the freight carrier. Shortages or damages must be identified and signed for at the time of delivery.

7.Manufacturer's Limited Warranty- The manufacturer of the Goods warrants its product(s) to be free from defects in materials and workmanship for a period of ninety (90) days, commencing on the start-up date. In the sole discretion of the manufacturer, repair, replacement, or an appropriate price adjustment will be provided by the manufacturer if, but only if, Goods are found by the manufacturer and Nixon (1) to have been and to be properly installed, operated, and maintained in accordance with manufacturer's instruction manuals; and (2) defective in materials or workmanship, within the warranty period. This warranty does not apply to defects or malfunctions caused by damage, unreasonable use, misuse, repair or service by unauthorized persons, or normal wear and tear. For more information regarding the specific manufacturer's warranty coverage applicable to the Goods, refer to the applicable Warranty Technical Publication, which will be made available by Nixon upon request. Replacement or installation of Goods, including without limitation equipment, components or accessories, which fail to provide satisfactory performance due to obsolescence or design conditions are not covered by the manufacturer's warranty or included in the manufacturer's warranty obligations. Nixon is not the manufacturer of the Goods and does not warrant the Goods in any way.

8.Disclaimer Of Warranty- LIMITATION OF LIABILITY, EXCEPT AS EXPRESSLY PROVIDED IN MANUFACTURER'S WARRANTY, NEITHER MANUFACTURER NOR NIXON MAKES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The manufacturer's obligation under its warranty, and Buyer's sole and exclusive remedy for breach of any warranty hereunder, shall be limited to repair, replacement, or price adjustment, at the manufacturer's election. Under no circumstances shall Nixon be liable for any damages incurred by Buyer or any third party that result from or arise out of: any breach of the manufacturer's warranty; or any delay in performance by Nixon or manufacturer, and the remedies of Buyer set forth herein are exclusive. In no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall Nixon's liability to Buyer, its customer(s), or any other third party exceed the price paid by Buyer for the specific Goods provided by Nixon giving rise to the claim or cause of action. All reasonable efforts shall be extended in performing Services, but Nixon shall not be liable for any losses or consequential damage(s) that arise out of delays or misuse or improper use by Buyer, its agents or employees.

9.Incidental, Consequential or Punitive Damages- The term "consequential damages" shall include but is not be limited to: loss of anticipated profits; business interruption; loss of use, revenue, reputation or data; costs incurred, including without limitation, for capital, fuel, or power; and loss or damage to reputation, property or equipment. Buyer agrees that under no circumstances shall Nixon be responsible or liable for any consequential, incidental or punitive damages arising out of or relating to any purchase of any Goods or Services.

10. Technical Support- It is expressly understood that any technical advice furnished by Nixon with respect to the use of Goods is given without charge, and Nixon assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

11.Excuse Of Performance- Nixon shall not be liable for delays in performance or for non-performance due to acts of God, actions or inactions of Buyer, war, epidemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requests, restrictions, allocations, laws, regulations, orders or actions, unavailability of or delays in transportation, default of suppliers, or unforeseen circumstances, or any events or causes beyond Nixon's reasonable control. Shipments of Goods or the provision of Services may be suspended or canceled by Nixon upon notice to Buyer in the event of any of the foregoing, but the balance of any related order shall otherwise remain unaffected. If Nixon determines that its ability to supply the demand for Goods, or to obtain material used directly or indirectly in the provision of Goods, is hindered, limited or made impracticable due to any of the causes set forth in this paragraph, Nixon may allocate its available supply of Goods and/or such material, without obligation to acquire other supplies of Goods or materials, among its purchasers on such basis as Nixon determines to be equitable, without liability for any failure of performance which may result therefrom.

12.Changes- Buyer may request changes or additions to Goods consistent with Nixon's specifications and criteria. Any such request must be made in writing and is subject to acceptance in Nixon's sole discretion. In the event such changes or additions are accepted by Nixon, Nixon may revise as it deems appropriate the price(s) of Goods or the dates of shipping or performance. Nixon reserves the right to change designs and specifications for Goods without prior notice to Buyer. Nixon shall have no obligation to install or make such changes in any Goods manufactured prior to the date of such change.

13.Cancellation- Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Nixon. If Buyer makes an assignment for the benefit of creditors or in the event that Nixon for any reason feels insecure about Buyer's willingness or ability to perform, Nixon has the right to cancel any open orders. In the event a request by Buyer to cancel an order is agreed to by Nixon, Buyer shall forfeit its deposit, if any, and shall pay to Nixon the reasonable costs and expenses (including without limitation engineering expenses and commitments, such as deposits, quotes, or agreements, to suppliers and subcontractors) incurred by Nixon prior to receipt of notice of such cancellation, plus Nixon's usual profit for similar work. In the event Nixon agrees to accept equipment for restocking, a minimum restocking charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.

14.Default- Upon default and placing of any invoice with an attorney for collection or repossession of Goods or related equipment or materials, Buyer agrees to reimburse Nixon for its reasonable attorney's fees and other costs, including without limitation court costs, incurred in connection therewith.

15.Buyer Acceptance- Any Goods delivered hereunder shall be deemed to be fully accepted by Buyer unless Nixon receives written notice of rejection of any such Goods within ten (10) days after the date of delivery to Buyer.

16.Regulatory Laws and/or Standards- The manufacturer takes reasonable steps to keep the Goods in conformity with certain nationally-recognized standards and such regulations which may affect them; however, Buyer understands and acknowledges that the Goods are utilized in many regulated applications and that, from time to time, standards and regulations are in conflict with each other. Nixon makes no promises or representations that the Goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing as a part of the contract between Buyer and Nixon. Nixon's prices do not include the cost of any related inspections or permits or inspection fees, all such costs to be paid by Buyer.

17.Non-assignment- No order for Goods may be assigned by Buyer, in whole or in part, without Nixon's prior written consent, which may be withheld in Nixon's sole discretion.

18.Billable Services- Additional charges will be billed to Buyer at Nixon's then-prevailing labor rates for any services not specified in Nixon's quotation or subsequent engineering submittal. If reasonable site and/or equipment access is denied by the Nixon service representative and if it is necessary, due to local circumstances, to hire a third-party contractor, Nixon service personnel will provide supervision only and the cost of such contract labor will be charged to and paid by Buyer.

19.General Provisions- These Terms supersede all other communications, negotiations and prior oral or written statements regarding the subject matter. No change, modifications, rescission, discharge, abandonment or waiver of these Terms shall be binding upon Nixon unless made in writing and signed on its behalf by a duly authorized representative. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement these Terms shall be binding unless made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to any order simply by Nixon's receipt, acknowledgement, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with, or in addition to, those set forth herein. Any such modifications or additional terms are deemed a material alteration hereof and are specifically rejected. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditioned upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Nixon in any quotation, acknowledgement or publication are subject to correction.

20.Hours of Operation- Nixon's normal business hours are from 8:00 AM to 4:30 PM, local time at Nixon's place of business, Monday through Friday. Services will be provided only during these normal business hours unless otherwise specified. Should Buyer require Services during a time other than Nixon's normal business hours, Buyer shall pay Nixon the additional overtime portion of the normal service rates. Non-holiday overtime is time-and-a-half, or the normal service rate multiplied by one-and-a-half (1.5). Holiday overtime is double time, or the normal service rate multiplied by two (2).

EXCLUSIONS: The following are specifically excluded from coverage under any warranty provided by either the manufacturer or Nixon and from any scope of work provided or approved by Nixon:

- All equipment, components and supporting systems NOT specifically listed on the "Equipment covered" list.
- Loss of, partial failure of, or insufficient capacity of, utilities, such as, but not limited to, electrical service, open circuit breakers or fuses.
- External power wiring, circuit breakers, and disconnects supplying electrical service to the listed equipment.
- Refinishing, repair, replacement, cleaning, or modification of duct work louvers, cabinetry, housings, bases, mountings, foundations, supporting structures, or trim.
- Any emergency freight or expediting charges.
- Additional maintenance and adjustments required or requested by Buyer that are not within the scope of work agreed to by Nixon.

NIXON POWER SERVICES

CITY OF OCOEE SIGNATURE PAGE
FOR COMMODITIES/SERVICES UNDER $50,000
Utility Lift Stations, Buildings, etc.
Nixon Power Services
Generators Maintenance Agreement
For One Year $49,125.00

APPROVED:

CITY OF OCOEE, FLORIDA

Craig Shadrix, City Manager

ATTEST:

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

DATE: 10-24-2025

(SEAL)

Pursuant to City of Ocoee Ordinance No. 2017-021, Section 21.7.

Purchase Order No. TBD **or**

City Purchasing Card n/a
Department Name

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 16

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

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Change Order No. 1 for ITB #26-001 Flewelling 2-Inch Water Main Replacement Project. (Utilities Director Bolling)

Background Summary: The Flewelling 2 Inch Water Main Replacement Project (also known as the Orange, Jay, and Cardinal Watermain Replacement Project) was approved to address aging infrastructure and improve water service reliability in the project area. The scope includes

- Installation of a 6-inch ductile iron water main along Jay Street, Cardinal Street, and Orange Avenue, and
- Relocation of residential water meters from rear yard locations to the front of each property to improve accessibility and maintenance efficiency.

These improvements will enhance water system reliability, increase system pressure, and provide improved fire protection for the neighborhood.

Utility staff has worked with the Contractor, Schuller Contractors Incorporated, to make the following changes to the ongoing project:

1. Installation of twenty-one 2-inch sleeves under the roadway to allow the City to perform future maintenance or repairs on individual service lines without disturbing the newly paved roadway.
2. Adding plumbing services to the contract to allow the Contractor to install new plumbing from the newly installed meters to the existing plumbing on each property to streamline the construction schedule.

Change Order No. 1 for plumbing services will require a contract modification allowing the Contractor to provide the additional construction services, increasing the total project cost by $347,400.69.

Issue:
Should the Honorable Mayor and City Commission approve Change Order No. 1 for ITB #26-001 Flewelling 2-Inch Water Main Replacement Project for plumbing services in the amount of $347,400.69?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission approve Change Order No. 1 for ITB #26-001 Flewelling 2-Inch Water Main Replacement Project in the amount of $347,400.69. Staff further

recommends authorization for the City Manager to approve change orders associated with this contract up to the limits of his purchasing authority.

Attachments:
1. Change Order No. 1

Financial Impacts:
None, as the City has adequate funding for this change order in Job Number P000284 in the Capital Improvements Fund (408-533-10-6302).

Type of Item: Consent

CITY OF OCOEE
1 N. Bluford Avenue
Ocoee, Florida 34761

This Change Order requires action by the City Commission

Flewelling 2-Inch Water Main
Replacement Project
ITB #26-001

CHANGE ORDER NO. 1

DATE: 3/16/2026 PURCHASE ORDER:1430809

The following changes are hereby made to the CONTRACT DOCUMENTS.

Original CONTRACT PRICE	$1,084,134.00
Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDERS	$1,084,134.00
Net Increase (Decrease) Resulting from this CHANGE ORDER	**$347,400.69**
The current CONTRACT PRICE including this CHANGE ORDER	**$1,431,534.69**
Original CONTRACT COMPLETION DATE:	12/27/2026
Current CONTRACT COMPLETION DATE adjusted by previous CHANGE ORDERS	12/27/2026
Net Increase Resulting from this CHANGE ORDER	**60 days**
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	**02/25/2027**

CHANGES ORDERED:

I. REQUIRED CHANGES

1. This change order will cause a net increase to the contract total in the amount of $347,400.69

2. Increase/Decrease in Pay Items to complete the project:

No. 2. Increase to General Requirements, Bonds, and Permits by Two Hundred Twenty-Four Thousandths of One (1) Lump in the total amount of Eight Thousand Two Hundred Fifty and 38/100 ($8,250.38) Dollars.

3. Added Pay Items to complete the project:

C01.01 Installation of 2-inch Sleeves by Twenty-One (21) Each in the total amount of Nine Thousand Two Hundred Sixty-Four and 31/100 ($9,264.31) Dollars.

C01.02 Plumbing Connections by Sixty (60) Each in the total amount of Three Hundred Twenty-Nine Thousand Eight Hundred Eighty-Six and 00/100 ($329,886.00) Dollars

II. JUSTIFICATION

No. 2. Increase in the Bonds, Insurance, and other fees associated with the changes outlined in this Change Order.

C01.01 Cost to cover all the expenses for the installation of Twenty-One 2-inch sleeves for services in case of damage to ensure the City can effectively perform maintenance or repairs without damaging the road.

C01.02 Cost to cover all additional costs for plumbing connections for the contractor to complete plumbing work from the new meter to existing plumbing to the house as to streamline construction schedule.

III. NARRATIVE OF NEGOTIATIONS

The Contractor has agreed to do the additional work to install 2-inch sleeves under the roadway and to provide the plumbing connection for each house.

IV. PAYMENT

There is adequate funding for this Change Order in the amount of $347,400.69 in the Capital Improvements Fund (408-533-10-6302) of Job Number P000284.

V. APPROVAL AND CHANGE AUTHORIZATION

The original project and funding allocation were established by issuance of a CITY purchase order, subject to the terms and conditions contained in the CITY's solicitation, Project Manual, Drawings, Specifications, and/or the CONTRACTOR's service and price proposal, which collectively form the terms of an agreement between the CITY and the CONTRACTOR for the performance of the Work. This proposed change to the agreement requires approval by the City Commission under the CITY's Purchasing Rules and Regulations and is consistent with any prior action by the City Commission to award the Work to the CONTRACTOR. It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in contract price and time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications of performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the CITY for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the CITY arising from or relating to the matters or Work set forth or contemplated by this Change Order.

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RECOMMENDED BY:

CITY OF OCOEE, FLORIDA

By: _____
Signature

Date: _____

Title: _____

ACCEPTED BY:

Schuller Contractors Incorporated

By: _____
Signature

Date: _____

Title: _____

APPROVED BY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

Date: _____

Attest: _____
Melanie Sibbitt, City Clerk

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF _____ , 20___

By: _____
Richard S. Geller, City Attorney

APPROVED BY THE CITY OF OCOEE COMMISSION IN A MEETING HELD ON _____, 20___ UNDER AGENDA ITEM NO. _____.

Schuller Contractors Inc.

CHANGE ORDER # 1

PROJECT DATA:			
NAME:	**Flewelling 2-inch watermain replacement**	**PROJECT NO.:**	**26-001**
LOCATION:	**Flewelling Avenue**	**DATE:**	**02/12/26**
OWNER:	**City of Ocoee**		
DESCRIPTION:	**Installation of 2" sleeves for long services and house connections to new watermain**	**STATION NO.**	

PRICING INFORMATION

1. DIRECT LABOR (includes 45% Burden)

Pull 21 service lines through casings

Labor	HOURS	RATE	COST
Foreman	28	$36.25	$1,015.00
Operator	28	$25.00	$700.00
Laborer	28	$23.00	$644.00
Laborer	28	$23.00	$644.00
Laborer	28	$22.00	$616.00
		45% Burden:	$1,628.55
Total		**Subtotal (1)**	**$5,247.55**

2. MATERIALS	DESCRIPTION	QUANTITY	UNIT PRICE	COST
				$0.00
				$0.00
				$0.00
				$0.00
			Subtotal (2)	**$0.00**

3. EQUIPMENT		Day		
	PC 55	0	$200.00	$0.00
	WA 200	0	$400.00	$0.00
		0	$0.00	$0.00
			Subtotal (3)	**$0.00**

4. SUBCONTRACTOR	Description of Work	Cost
	B&B underground - 2 inch sleeves for services	$2,543.10
	Insurance	$559.37
		$0.00
	SUBTOTAL (4)	$3,102.47

5. MISCELLANEOUS	Description of Work	COST
	Plumbing Connections for each home 60 Homes x $4,500	$270,000.00
	Insurance	$19,386.00
	SUBTOTAL (5)	$289,386.00

6. Maintance of Traffic	Description of Work	COST
	SUBTOTAL (6)	$0.00

7. FEE STRUCTURE	Total Cost	COST	PERCENT	FEE
1. Direct Labor:		$5,247.55	15.00%	$787.13
2. Material		$0.00	15.00%	$0.00
3. Equipment		$0.00	15.00%	$0.00
4. Subcontractors		$2,543.10	5.00%	$127.16
5. Miscellaneous		$270,000.00	15.00%	$40,500.00
6. Maintenance of Traffic per day		$0.00	10.00%	$0.00
7. Bond	.297% of the total cost	$277,790.65	2.97%	$8,250.38
8. Insurance	7.18% of total Cost	$297,736.02	0.00%	$0.00
			SUBTOTAL (7)	**$49,664.67**
TOTAL COST OF THIS CHANGE PROPOSAL (All deductions shown in parentheses):			**TOTAL**	**$347,400.69**

Additonal Days = **60**

Item - #1 - General Conditions/ bonds = $ 8,250.38
Item - #2 - Installation of 2" sleeves, 21 Each ($9,264.31) cost per each = $441.16
Item - #3 - Plumbing Connections, 60 Each ($329,886.00) cost per each = $5,498.10

Signed:

Jonathan Jasiewicz

Title: **President** Date: **02/12/26**

Contractor: **Schuller Contractors Incorporated**

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 17

Contact Name: Jen Bolling
Contact Number: Ext. 4021

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Septic-to-Sewer Connection Fee Financing Options. (Utilities Director Bolling)

Background Summary:
The Downtown Sewer Master Plan established the framework for extending central sewer service to the downtown area, and several phases of this work have already been completed. In 2024, staff conducted a parcel-by-parcel review of properties within the sewered area and identified 41 parcels that have not yet connected to the central sewer system.

Connection to sewer, when available, is mandatory under Section 381.00655, Florida Statutes, as well as the City of Ocoee 2016 Bond requirements. The downtown area is also located within the Wekiva River Basin Management Action Plan (BMAP) and the Wekiwa and Rock Springs BMAP and Priority Focus Area. These are state designated water quality restoration zones subject to enhanced regulatory requirements aimed at reducing nutrient loading to springs and surface waters. Septic tank remediation is required in these areas, with connection to central sewer identified as the preferred remediation method.

To support compliance and reduce financial costs for residents, staff applied for and received a $700,000 Florida Springs Protection Grant Program award. This grant covers 100% of the customer-side construction costs, including:

- Connection to the City-provided sewer clean out
- Abandonment of the existing septic tank
- Site restoration

The grant does not cover the sewer capital fee, which is required by City Code.

The current sewer capital fee is $8,030 (effective February 1). Staff recommends charging the prior year's rate of $7,811, which was in effect when the Florida Department of Environmental Protection (FDEP) notified the City of the grant award. To assist property owners with the mandatory connection fee, the Utilities Department evaluated available payment mechanisms and recommends offering the following three options:

1. Standard Cash Payment (paid in full) at time of connection;
2. Interest free payment on the utility bill in equal monthly installments for 24 months (statutorily required); and

3. Non-Ad Valorem Assessment pursuant to the City's home rule authority and Section 197.3632, Florida Statutes.

Option 3, placement of the capital fee on the annual property tax bill, provides the lowest annual payment impact, long-term affordability, and flexibility for early payoff without penalty.

Income-qualified homeowners can also apply directly to the Orange County Homeowner Housing Rehabilitation Program for financial assistance. The Housing Rehabilitation program assists qualified homeowners with repairs to eliminate existing life, safety, health and code violations. To be eligible, homeowners must have owned and lived in the home for a minimum of one year and meet very low-income guidelines.

Issue:
Should the Honorable Mayor and City Commission approve offering the sewer capital fee payment options for a standard cash payment, 24 months of interest-free payments, and a non-ad valorem assessment for a 10-year period at 3% interest rate, and authorize the use of the prior year's sewer capital fee rate of $7,811, and authorize staff to prepare the non-ad valorem assessment resolution for the 41 downtown properties included in the Florida Springs Grant?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission approve offering the sewer capital fee payment options for a standard cash payment, 24 months of interest-free payments, and a non-ad valorem assessment for a 10-year period at 3% interest rate, and authorize the use of the prior year's sewer capital fee rate of $7,811, and authorize staff to prepare the non-ad valorem assessment resolution for the 41 downtown properties included in the Florida Springs Grant?

Attachments:
None

Financial Impacts:
No financial impact at this time. The mandatory capital fees shall be collected; however, the timeline for payment receipt will vary based on property owner selection and will be no longer than 10 years.

Type of Item: Consent

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 18

Contact Name: Jen Bolling
Contact Number: Ext. 4021

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Emergency Water Repair Notification – Hammock and Ocoee Commons Subdivision. (Utilities Director Bolling)

Background Summary: In November 2025, the Utilities Department was notified that an 8-inch watermain located within the easement of the property at 918 Hire Circle was leaking. The leak repair required an immediate response using the City's approved emergency contractor to isolate the leak and stabilize the area. It also required subsequent repairs by City-approved emergency response contractors in Ocoee Commons and the Hammocks subdivisions due to several malfunctioning valves in the area and issues isolating watermains in the area. This work ultimately included:

- Two line stops, installation of new 4-inch, 8-inch valve and 12-inch watermain valves on Blue Spruce Drive
- Installation of a new 8-inch valve Hire Circle
- Three line stops, installation of two new 12-inch valves, and installation of a new 12-inch tee at the intersection of White Road
- Direction drilling of a new 10-inch watermain to reestablish the watermain connection from Blue Spruce Drive to Hire Circle,
- Abandonment of the existing watermain that connected the watermains on Blue Spruce Drive and Hire Circle, and
- Restoration.

Total cost for the repairs is $196,010.20.

Issue:
Provide notification to the Mayor and City Commission of an Emergency Purchase that exceeds the City Manager's normal purchase authority in accordance with Section 21.6 of the City of Ocoee Code of Ordinances.

Recommendations:
Not applicable. Notification only.

Attachments:
1. MAC TAPPING-1430831-WITH QUOTE
2. RANGELINE TAPPING-1430727-WITH QUOTE

3. RANGELINE TAPPING-1430836-WITH QUOTE
4. CEPRA LANDSCAPE PROPSAL55426
5. J. MALEVER CONSTRUCTION1430729-WITH QUOTE

Financial Impacts:
Repairs were adequately funded using 401-533-10-4663 Emergency Repairs-Utilities and 408-533-10-6302 Capital Improvements under Job T5023.

Type of Item: Consent

CITY OF OCOEE

1 N BLUFORD AVE
OCOEE FL 34761

EMERGENCY

PURCHASE ORDER: 1430831

******* VENDOR *******

MAC TAPPING, INC.
PO BOX 568912
ORLANDO FL 32856-8912

******* DELIVER TO *******

WASTEWATER TREATMENT PLANT
1800 A D MIMS RD
OCOEE FL 34761-4001

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
03.02.2026	04.01.2026			Net 30		JTOLBERT

Requisition No	Vendor No	Vendor Phone	Email Address	Jobs
UT004935	1354-1	(407)468-0557	mactapping@aol.com	T5023

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	3.00		EMERGENCY - THREE 12" LINE STOPS	6,100.0000	18,300.00	408-533-10-6302
				** TOTAL **	18,300.00	

VENDOR INSTRUCTIONS:

1. EMAIL INVOICES TO: ACCOUNTSPAYABLE@OCOEE.ORG OR MAIL TO: CITY OF OCOEE ACCOUNTS PAYABLE1 N. BLUFORD AVE OCOEE, FL 34761
2. INVOICES AND PACKAGES MUST BEAR THE P.O. NO. ABOVE.
3. PURCHASES MAY NOT EXCEED THE TOTAL AMOUNT OF THIS ORDER WITHOUT PRIOR APPROVAL BY THE PURCHASING DIV.
4. THIS PO REPRESENTS A LEGAL CONTRACT BETWEEN THE CITY AND VENDOR.
5. ACCEPTANCE OF THIS PO INCLUDES ACCEPTANCE OF THE PO TERMS & CONDITIONS REFERENCED AT HTTPS://WWW.OCOEE.ORG/900/PO-TERMS-AND-CONDITIONS & PRICES, DELIVERY INSTRUCTIONS, & SPECIFICATIONS.
6. INSURANCE REQUIREMENTS HTTPS://WWW.OCOEE.ORG/899/INSURANCE-REQUIREMENTS
7. STATE SALES TAX EXEMPT #85-8013779974C-0 EIN #59-6019764
8. CONTACT THE REQUESTING DEPT. FOR QUESTIONS REGARDING THIS ORDER.

SPECIAL INSTRUCTIONS:

PROPOSAL DATE: 01/28/26
JOB: THE HAMMOCKS

Procurement Manager

MAC TAPPING, INC.
PO Box 568912
Orlando, Fl. 32856
Ph. 407-468-0557
Fax. 407-895-1437
Email: mactapping@aol.com

PROPOSAL

To: City of Ocoee

Date: 1-28-26

Job: The Hammocks

Email: tellis@ocoee.org

==========

MAC TAPPING, INC. hereby proposes to supply the labor, equipment and line stop fittings to do the following:

1. Three 12" line stops for $6,100.00 each.

NOTES

1. Excavation, dewatering and barricades by others.
2. Any required thrust blocking, joint restraint or concrete support for the line stop fittings to be by others.
3. If the line stops equipment needs to be left in place over night add $500.00 for each night the equipment is used.
4. Line stop fittings to be epoxy coated carbon steel with 304 stainless steel bolts, completion plug to be ductile iron and blind flange to be epoxy coated carbon steel.
5. Price is based on work being done during normal work hours.
6. Price does not include AIS certification on line stop fitting.

MAC TAPPING, INC. hereby proposes to do the above mentioned work for the above mentioned price with payment due in full within 30 days of the invoice date.

All work to be completed in a workman like manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Accepted: Signature : _____

Date: _____. Signature : _____

CITY OF OCOEE

1 N BLUFORD AVE
OCOEE FL 34761

EMERGENCY

PURCHASE ORDER: 1430727

*** * * * * VENDOR * * * * ***

RANGELINE TAPPING SERVICES INC
PO BOX 210155
ROYAL PALM BEACH FL 33421

*** * * * * DELIVER TO * * * * ***

N/A - CONFIRMING PURCHASE ORDER - FOR YOUR RECORDS ONLY
UTILITIES

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
12.29.2025	12.29.2025		dest	Net 30		MHILL

Requisition No	Vendor No	Vendor Phone	Email Address	Vendor Contact
UT004921	3230-1	(561)798-3224	nquattrone@rangeline.com	NICOLE QUATTRONE A/R

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00		EMERGENCY QUOTE #RTS25-5901 12" LINE STOP-WATERMAIN TO MAKE NECESSARY REPAIRS Location: 1002 Blue Spruce Drive per email	18,987.0000	18,987.00	401-533-10-4663
				** TOTAL **	18,987.00	

VENDOR INSTRUCTIONS:

1. EMAIL INVOICES TO: ACCOUNTSPAYABLE@OCOEE.ORG OR MAIL TO: CITY OF OCOEE ACCOUNTS PAYABLE1 N. BLUFORD AVE OCOEE, FL 34761
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6. INSURANCE REQUIREMENTS HTTPS://WWW.OCOEE.ORG/899/INSURANCE-REQUIREMENTS
7. STATE SALES TAX EXEMPT #85-8013779974C-0 EIN #59-6019764
8. CONTACT THE REQUESTING DEPT. FOR QUESTIONS REGARDING THIS ORDER.

SPECIAL INSTRUCTIONS:

QUOTE #RTS25-5901

Procurement Manager

Rangeline Group

Rangeline Is The Lifeline For Your Pipeline

Quote Number RTS25-5901

Rangeline Tapping Services will provide the following Single Line Stop:

Quantity	Size	Pipetype	Product	Single Line Stop	Total	Line Stop Equipment Overnight charges after 7PM on 1st Day "When Equipment is on the Pipe"
1	12"	PVC	Water Main	$17,487.00	$17,487.00	$1,500.00 Per Day, Per Line Stop

Note: Rangeline Tapping Services cannot guarantee a 100% shutdown due to debris, mineral deposits, solids and/or sediments in the pipe.

Prices are based on the following below:

- Rangeline Tapping Services will provide epoxy coated carbon steel line stop fittings with 304SS hardware.
- If the project is cancelled after NON-AIS(standard) materials are ordered, there will be a restocking fee.
- When equipment is placed on the pipeline system, whether the linestop is in the main or not, per day charges will apply.
- **Emergency Service:** Price includes Emergency Mobilization and Set-Up fees. This additional cost will allow scheduling before the standard (7 - 14 days) delivery. Please contact Rangeline Tapping Services for quickest availability. Canceling a scheduled project prior to the technician(s) leaving the shop will result in an hourly labor charge of $300.00 per hour, per technician for equipment setup, the total technician hours will be billed as a Cancellation Fee. Cancelling a scheduled project after the technician(s) have left the shop will result in a flat $2,500.00 Cancellation Fee, please refer to Terms and Conditions. This includes weather related cancellations. If Rangeline Tapping Services technicians arrive on-site and "NO" services are needed, then standby (daily equipment and hourly technician) and trip charges will apply.
- Contractor must encase each line stop fitting in concrete.
- If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and it's O.D.
- Rangeline Tapping Services may require a pre-construction meeting or site visit prior to scheduling any services.
- Normal daytime hours (7:00AM- 7:00 PM EST) Monday through Friday. Technician(s) will have a $300.00 per hour after hours charge, portal-to-portal. Additional Expenses will be charged at our cost plus 20%.
- Rangeline Tapping Services will allow (1) Mobilizations/De-Mobilizations to the jobsite. Additional trips will be $750.00 per trip. Mobilization charges are applied when the technician leaves the shop or jobsite to start or after completion of the project.
- If Rangeline Tapping Services arrives at the jobsite to perform scheduled work that does not get performed, through no fault of Rangeline Tapping Services, an additional trip charge will be charged regardless of the number of Mobilizations allowed for the scheduled work.
- Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee, please refer to Terms and Conditions. This includes weather related cancellations.
- Rangeline Tapping Services will allow each Line Stop to be left in place for (1) day(s) or less. Each additional day will be charged as noted above including weekends. Limited to no more than 7 days from original quoted scope. Any days needed past the 7th additional day will require an approved changed notice before proceeding or equipment will have to be removed on the 7th day. The Change Order must be received by Rangeline Tapping Services prior to the 7th day.
- Stand-by charges will be billed at $200.00 per hour / per technician during normal daytime hours and $300.00 per hour / per technician during afterhours.
- Stand-by charges for equipment on the truck from portal-to-portal at $2,000.00/per day.
- Pricing includes a standard 15-minute pressure test of all tapping sleeves and line stop fittings. If the pressure test is required to be longer than 15 minutes, additional charges will be billed at $200.00 per hour. When customer installs material and it does not pass the standard 15-minute pressure test, all Rangeline Tapping Services labor

will be billed at $200.00/hr.

- Additional charges may be added for ID badges, security check-in or job postponements due to site events.
- Above costs do not include office expense for extensive contract agreements.
- Sub-Contract agreements (when required) must be received by Rangeline Tapping Services prior to starting work. Rangeline Tapping Services will not be responsible for meeting any requirements stated in a Sub-Contract agreement after the proposed work has begun.
- Certificates of insurance with contractor as a certificate holder can be provided at no cost. Adding contractor as additional insured cannot be done unless we have a written contract with your company. Coverage required above the limits of our policy is not included.
- Price does not include "Sales Tax" on supplied material(s), Rangeline Tapping Services will collect applicable sales tax based on the city and state tax rates in effect where the work is being performed.
- If, after the date of this Quote/Purchase Order, any new or increased tariffs, duties, or other imposed costs on materials used in the work become effective, the Contract Price shall be equitably adjusted to reflect the actual, documented increase in cost to the Contractor. The Contractor shall promptly notify the [Owner/Buyer] of any such cost impact and provide reasonable supporting documentation. If the parties are unable to agree upon an adjusted price within [15] days of such notice, the Contractor shall be entitled to adjust the Contract Price accordingly and shall be entitled to an extension of time if such tariffs, duties, or imposed costs result in material shortages or delays. In the event of a prolonged delay or continued inability to agree upon an adjusted price, the Contractor may, upon written notice, suspend performance until the matter is resolved.
- Quotation is valid for 14 days.
- No retainage allowed.

CITY OF OCOEE

1 N BLUFORD AVE
OCOEE FL 34761

EMERGENCY

PURCHASE ORDER: 1430836

*** * * * * VENDOR * * * * ***

RANGELINE TAPPING SERVICES INC
PO BOX 210155
ROYAL PALM BEACH FL 33421

*** * * * * DELIVER TO * * * * ***

N/A - CONFIRMING PURCHASE ORDER - FOR YOUR RECORDS ONLY
UTILITIES

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
03.04.2026	03.04.2026		dest	Net 30		MHILL

Requisition No	Vendor No	Vendor Phone	Email Address	Vendor Contact
UT004940	3230-1	(561)798-3224	nquattrone@rangeline.com	NICOLE QUATTRONE A/R

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00		EMERGENCY SERVICE 12" PVC WM SINGLE LINE STOP IN PLACE FOR 1 DAY PER INVOICE #SQI-03484	19,108.0000	19,108.00	401-533-10-4663
				** TOTAL **	19,108.00	

VENDOR INSTRUCTIONS:

1. EMAIL INVOICES TO: ACCOUNTSPAYABLE@OCOEE.ORG OR MAIL TO: CITY OF OCOEE ACCOUNTS PAYABLE1 N. BLUFORD AVE OCOEE, FL 34761
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6. INSURANCE REQUIREMENTS HTTPS://WWW.OCOEE.ORG/899/INSURANCE-REQUIREMENTS
7. STATE SALES TAX EXEMPT #85-8013779974C-0 EIN #59-6019764
8. CONTACT THE REQUESTING DEPT. FOR QUESTIONS REGARDING THIS ORDER.

SPECIAL INSTRUCTIONS:

INVOICE #SQI-03484

Procurement Manager

Rangeline Is The Lifeline For Your Pipeline

Quote Number RTS26-116

Rangeline Tapping Services QUOTATION FOR PRODUCTS / SERVICES

Quote Number	RTS26-116	REV-0
Date	January 12, 2026	
Project Name	Ocoee 12-Inch Emergency Line Stop	
Project Location	Ocoee,Florida	
Bid Date		
Company Name	City of Ocoee, Florida	
Attention	Duke Ellis	
	(407) 450-0554	
	TEllis@ocoee.org	

FOR INFORMATION AND TO PLACE AN ORDER

1. Reference this Quote Number RTS26-116
2. Review, complete and submit the Rangeline Tapping Services attachments
3. Contact April Accor
   (407) 907-5331
   april@rangeline.com
   Rangeline Tapping Services
   7256 Westport Pl
   Ste A
   West Palm Beach, FL 33413

Take-offs are provided as a courtesy only and we make no representation or warranty regarding their accuracy or completeness. You therefore remain responsible for verifying our calculations prior to manufacture and shipment. Any changes to the listed materials must be negotiated and will be charged based on our Standard Pricing.

An Equal Opportunity Employer

Rangeline Is The Lifeline For Your Pipeline

Quote Number RTS26-116

Rangeline Tapping Services will provide the following Single Line Stop:

Quantity	Size	Pipetype	Product	Single Line Stop	Total	Line Stop Equipment Overnight charges after 7PM on 1st Day "When Equipment is on the Pipe"
1	12"	PVC	Water Main	$19,108.00	$19,108.00	$1,500.00 Per Day, Per Line Stop

Note: Rangeline Tapping Services cannot guarantee a 100% shutdown due to debris, mineral deposits, solids and/or sediments in the pipe.

Prices are based on the following below:

- Rangeline Tapping Services will provide epoxy coated carbon steel line stop fittings with 304SS hardware.
- If the project is cancelled after NON-AIS(standard) materials are ordered, there will be a restocking fee.
- When equipment is placed on the pipeline system, whether the linestop is in the main or not, per day charges will apply.
- **Emergency Service:** Price includes Emergency Mobilization and Set-Up fees. This additional cost will allow scheduling before the standard (7 - 14 days) delivery. Please contact Rangeline Tapping Services for quickest availability. Canceling a scheduled project prior to the technician(s) leaving the shop will result in an hourly labor charge of $310.00 per hour, per technician for equipment setup, the total technician hours will be billed as a Cancellation Fee. Cancelling a scheduled project after the technician(s) have left the shop will result in a flat $2,500.00 Cancellation Fee, please refer to Terms and Conditions. This includes weather related cancellations. If Rangeline Tapping Services technicians arrive on-site and "NO" services are needed, then standby (daily equipment and hourly technician) and trip charges will apply.
- Contractor must encase each line stop fitting in concrete.
- If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and it's O.D.
- Rangeline Tapping Services may require a pre-construction meeting or site visit prior to scheduling any services.
- Normal daytime hours (7:00AM- 7:00 PM EST) Monday through Friday. Technician(s) will have a $310.00 per hour after hours charge, portal-to-portal. Additional Expenses will be charged at our cost plus 20%.
- Rangeline Tapping Services will allow (1) Mobilizations/De-Mobilizations to the jobsite. Additional trips will be $750.00 per trip. Mobilization charges are applied when the technician leaves the shop or jobsite to start or after completion of the project.
- If Rangeline Tapping Services arrives at the jobsite to perform scheduled work that does not get performed, through no fault of Rangeline Tapping Services, an additional trip charge will be charged regardless of the number of Mobilizations allowed for the scheduled work.
- Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee, please refer to Terms and Conditions. This includes weather related cancellations.
- Rangeline Tapping Services will allow each Line Stop to be left in place for (1) day(s) or less. Each additional day will be charged as noted above including weekends. Limited to no more than 7 days from original quoted scope. Any days needed past the 7th additional day will require an approved changed notice before proceeding or equipment will have to be removed on the 7th day. The Change Order must be received by Rangeline Tapping Services prior to the 7th day.

Rangeline Tapping Services
1997 42nd Street North West Winter Haven, FL 33881

- Stand-by charges will be billed at $205.00 per hour / per technician during normal daytime hours and $310.00 per hour / per technician during afterhours.
- Stand-by charges for equipment on the truck from portal-to-portal at $1,750.00/per day.
- Pricing includes a standard 15-minute pressure test of all tapping sleeves and line stop fittings. If the pressure test is required to be longer than 15 minutes, additional charges will be billed at $205.00 per hour. When customer installs material and it does not pass the standard 15-minute pressure test, all Rangeline Tapping Services labor will be billed at $205.00/hr.
- Additional charges may be added for ID badges, security check-in or job postponements due to site events.
- Above costs do not include office expense for extensive contract agreements.
- Sub-Contract agreements (when required) must be received by Rangeline Tapping Services prior to starting work. Rangeline Tapping Services will not be responsible for meeting any requirements stated in a Sub-Contract agreement after the proposed work has begun.
- Certificates of insurance with contractor as a certificate holder can be provided at no cost. Adding contractor as additional insured cannot be done unless we have a written contract with your company. Coverage required above the limits of our policy is not included.
- Price does not include "Sales Tax" on supplied material(s), Rangeline Tapping Services will collect applicable sales tax based on the city and state tax rates in effect where the work is being performed.
- If, after the date of this Quote/Purchase Order, any new or increased tariffs, duties, or other imposed costs on materials used in the work become effective, the Contract Price shall be equitably adjusted to reflect the actual, documented increase in cost to the Contractor. The Contractor shall promptly notify the [Owner/Buyer] of any such cost impact and provide reasonable supporting documentation. If the parties are unable to agree upon an adjusted price within [15] days of such notice, the Contractor shall be entitled to adjust the Contract Price accordingly and shall be entitled to an extension of time if such tariffs, duties, or imposed costs result in material shortages or delays. In the event of a prolonged delay or continued inability to agree upon an adjusted price, the Contractor may, upon written notice, suspend performance until the matter is resolved.
- Quotation is valid for 14 days.
- No retainage allowed.

CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING:

- Flow rates of 1 ft/sec for Single position Line Stops or 2 ft/sec for Double position Line Stops shall not be exceeded where and while Line Stop heads are inserted. If the flow rates are higher than the above noted rates, the flow will need to be lowered. These rates and flow direction will need to be confirmed by the customer, owner, and/or engineer before any Line Stop heads are inserted. Rangeline Tapping Services will not be held liable for misinformation concerning flow rates, flow direction or water forces within the piping which causes damage to the piping system. Owner and/or Engineer is responsible for all proper information. Flow Rate must be measured at the point of the line stop location. Please be advised that "NOT" knowing the flow direction or the feet per second conditions during the insertion of the Line Stop equipment may cause damage to the pipe and or Rangeline Tapping Services equipment. In the event this occurs Rangeline Tapping Services will be compensated for its time, material, equipment damage and services.
- Excavating, de-watering, shoring, and/or scaffolding of job area, all of which must comply with OSHA standards.
- 12' extension ladder, light pole, and pump for de-watering.
- Lifting equipment and an air compressor (CFM 185 when required) with personnel to operate.
- Adequate Lifting Equipment & Lifting Services for duration of the project: Lifting equipment shall be large enough to lift the Line Stop Unit without any part of the equipment coming in contact with the Line Stopper. A larger crane is required for 48" and larger Line Stop projects
- Scheduling inspectors and obtaining permits as necessary.
- Labor assistance of _1_ man to be supervised by Rangeline Tapping Services Technician(s).
- Lifting services if necessary.
- Concrete pipe anchor or mega lug joint restraint system if required.
- Concrete support for the Line Stop Fitting if required.
- O.D. measurements prior to scheduling.
- Pipe wall thickness prior to scheduling.

Rangeline Group

Rangeline Is The Lifeline For Your Pipeline

Quote Number RTS26-116

Rangeline Tapping Services - Terms and Conditions

1. **Rangeline Tapping Services** has issued this quotation based upon all information provided by the Customer.

2. All prices quoted are subject to current sales and use taxes. Any increase or enactment of new sales, use, excise or similar taxes shall be passed onto the account of Customer. The price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Quotation. Subcontractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes, including, without limitation, escalation, delay damages, cost to re-procure, cost to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.

3. The prices quoted above are based upon the quantities, sizes and operating conditions as listed above. Any changes in quantities, sizes or operating conditions of the system will void this quotation and a new quotation will be issued on the basis of changed information or operating conditions. Any projects that are booked and in progress that require changes in the quantities, sizes and/or operating conditions that differ with this quotation will be subject to pricing changes based upon new data related to the project.

4. In the case of unusual or non-typical pipe variations the Customer will be subject to additional costs.

5. The base price quoted is the minimum charge for the number of days allowed and is not subject to pro-ration for work completed early. Time onsite for calculating the base period and the additional days commences the day the technician or equipment are on the job site and ends when equipment leaves the jobsite or the customer's custody. Any additional days the equipment is on the jobsite will be paid by the customer at the per day charge quoted. For jobsite or travel days that fall on weekends or holidays, the price quoted will be increased accordingly to reflect our weekend or holiday pricing.

6. **Rangeline Tapping Services** shall not be held liable for any back charges without prior written consent of **Rangeline Tapping Services**. **Rangeline Tapping Services** does not guarantee that the placement of the Line Stop head(s) into the pipe system the first time will provide a "Workable" shutdown. In the event it is necessary for **Rangeline Tapping Services** to remove the Line Stop head and replace a seal and make any adjustments to the head/equipment such activity shall not be considered a delay of work at the job site. If the Line Stopper cannot be removed an additional Line Stop will be needed and be performed at the customers expense.

7. **Rangeline Tapping Services** makes every effort to ensure "OSHA" safe working conditions for its employees. Customer agrees and shall provide **Rangeline Tapping Services** employees with OSHA safe working conditions prior to entering the workplace.

8. The work site location must be accessible by a suitable roadway from a public highway. If the jobsite location or site conditions require barricades, traffic control or assistance, the Customer must furnish barricades and assistance.

9. **Rangeline Tapping Services** cannot take responsibility for actions other than its own employees. **Rangeline Tapping Services** will be liable and will hold Customer harmless from the compensatory but not consequential damages caused solely by defect in **Rangeline Tapping Services's** equipment or caused solely by the negligence of **Rangeline Tapping Services** employees in the operation of the equipment. All other losses, costs, expenses, liability, or damages arising from or connected with the performance of the work will not be the responsibility of **Rangeline Tapping Services** and customer will indemnify and hold **Rangeline Tapping Services** harmless there from.

10. **Rangeline Tapping Services** makes no warranty on any purchased products. Please refer to manufacturer for details on warranty.

11. Manufacturers of Valve Inserts do not guarantee a 100% shutdown. **Rangeline Tapping Services** cannot exceed the Manufacturers' guarantee of valve performance. We install all valve inserts as per manufacturers' specified procedures. **NOTE:** Valve Inserts are not designed to be pressure tested against. A 30% restocking fee will be assessed for all returned Valves and fittings.

12. In the case of unusual line stopping conditions, **Rangeline Tapping Services** may require an owner of the piping system or their representative to be present during the pressure testing of materials and insertion of the Line Stop into their system

13. **Rangeline Tapping Services** will provide Tapping, Line Stopping equipment and a technician to operate equipment. Customer is responsible for providing all other equipment, supervision and labor necessary to complete the work including inspection, testing, safety and control equipment, lifting and moving equipment, etc.

14. Customer shall pay for all costs and expenses incurred by **Rangeline Tapping Services** because of rescheduling or cancellation by the customer for any reason including but not limited to inclement weather.

15. Customer or Owner is responsible to furnish electric power and lighting as required by us to perform our work.

16. In regards to concrete pipe only, the condition of the interior mortar lining may adversely affect the percentage of the amount recovered during tapping operation. **Rangeline Tapping Services** cannot be held responsible for any unforeseen, and or diminished conditions of such pipe.

17. All Tapping Sleeves & Line Stop materials fabricated for PCCP, RCCP & RCP pipes are non-returnable once fabricated. The customer is

responsible for the accumulated costs of the materials, freight, and sales tax for all these items once ordered. These materials are custom ordered and "NON-RETURNABLE".

18. The supply of bid and or performance bonds is excluded. **Rangeline Tapping Services** supply these bonds only when specifically stated on the quotation.

19. Any invoice unpaid for more than 30 days will be subject to the maximum finance charges allowed by applicable state law. **Rangeline Tapping Services** does not allow retainage on any invoices.

20. Clerical errors made in good faith are subject to correction within **Rangeline Tapping Services** sole discretion.

21. Notwithstanding these terms and conditions or any amendments thereto or terms and conditions of the customer who may be deemed part of this agreement, **Rangeline Tapping Services** shall not be liable for any losses, costs, expenses, liability or damages arising from or connected with the performance of the work not covered by **Rangeline Tapping Services's** liability insurance in effect at the time of such loss, etc., and Customer shall hold **Rangeline Tapping Services** harmless for any loss, etc., in excess of coverage. **Rangeline Tapping Services** will provide Customer a certificate of its liability insurance upon request.

22. In the event it becomes necessary for **Rangeline Tapping Services** to retain legal counsel to enforce its rights the Customer agrees that it shall be responsible for payment of all reasonable attorney's fees, expenses and costs incurred by **Rangeline Tapping Services**.

23. **Rangeline Tapping Services** shall not be held liable for any pipe which splits, breaks, or leaks as a result of material installation, Wet Tapping pipe, Line Stopping pipe or completion of line stop fitting or valve insertion. **Rangeline Tapping Services** follows all material manufacturers' installation procedures and operates all equipment to manufacturer's standards and cannot be held responsible for pipe which fails during the Tapping and Line Stopping operation.

24. Rangeline Tapping Services will not be held liable for misinformation concerning flow rates, flow direction or water forces within the piping system which causes damage to the piping system. Owner, Engineer, and/or contractor is responsible for all proper information and any damage to Rangeline Tapping Services equipment will be charged to the customer accordingly.

25. **Rangeline Tapping Services** will take all means available to capture the pipe coupon. Pipe integrity, flow rates and other unknowns at the time of the Wet/Hot Tapping operation can be contributing factors. Therefore, **Rangeline Tapping Services** cannot be responsible for any lost or pieces of the coupons which do not come out after the tap is performed.

26. **Rangeline Tapping Services** does not guarantee a 100% leak free Completion Plug installation. The Completion Plug is a temporary seal to remove the isolation valve to install the permanent blind flange and sealing hardware.

27. **Rangeline Tapping Services** will not be responsible for reduced flow through temporary by-pass system due to solids or debris clogging by-pass operations.

28. **Prices & Payment**

All payments for materials furnished hereunder shall be made upon the basis of material delivered as shown by our delivery ticket and our delivery records. Failure to notify us of discrepancies in quantities/schedules prior to manufacturing of items invoiced constitutes irrevocable acceptance of the quantities and delivery schedule for the materials covered by the invoice. If you fail to make payments when due on any order, or if at any time we have any doubt about your intention or ability to pay, we may decline to make any further shipments on this or any other order with you. Our rights and remedies in this regard are not exclusive and we retain all other rights and remedies at law. Sales or use tax are not included in the prices set forth on the face of the Quotation or Order Acknowledgement. Prices for undelivered goods may be increased by Seller in the event of any increase in the cost to Seller of supplies, labor or services, or any increase in Seller's cost resulting from governmental or administrative action or any other cause beyond Seller's control. Invoices shall be deemed correct unless contested in writing within seven (7) business days of invoice date.

29. **Delivery**

Unless stated otherwise in a quotation by us, shipments are quoted F.O.B. jobsite. Rail shipments are based on minimum car load lots. Truck shipments are based on applicable state limit truck load lots. Delivery is tailgate, on board trucks unless otherwise specified. You agree to provide: (1) an unloading point accessible over roads acceptable to the carrier; (2) an area where unloading can be accomplished quickly and efficiently with standard unloading methods; (3) blocking and chocking if required for unloaded material; (4) indemnification of us and the carrier regarding liability for personal injury, including death and property damage resulting from unloading done under your direction; (5) flagmen and lights or warning devices if required by local agents, governmental laws, rules or regulations; (6) payment for unloading time in excess of one hour at the rate specified in the published tariff of the carrier making delivery; (7) adequate qualified labor and facilities to remove materials from truck. If any of the above are not provided, we reserve the right to stop deliveries until the condition is remedied. Deliveries shall be made in accordance with a delivery schedule, which may be revised by mutual agreement to adjust to job conditions or manufacturing requirements. We cannot guarantee precise delivery dates and we shall not be responsible for delays in deliveries, nor liable for any losses, expenses or damages, including liquidated damages or penalties of any kind, which you may incur. Acceptance of delivery by you constitutes confirmation of your acceptance of the delivery schedule against which the delivery was made. In the event delivery is required beyond curb lines, you will be responsible for any damage to curbs, sidewalks, driveways, or other property.

30. **Warranty and Limitations**

Our products are warranted to be manufactured in accordance with the specifications identified on the face of our Quotation or Order Acknowledgement and to be free of defects in workmanship or materials for a period of one (1) year after date of delivery. Any action for breach of contract arising from this Agreement must be commenced within one (1) year after the cause of action has arisen. Our responsibility under this warranty is limited to the repair or to the furnishing by us, above ground of a replacement of defective or non-conforming products, or to the allowance of a credit for such products, all at our option. WE ACCEPT NO RESPONSIBILITY FOR DESIGN OF THE PROJECT OR INSTALLATION OF THE MATERIALS DELIVERED. ANY DEFECTS IN PROJECT DESIGN OR INSTALLATION OF MATERIALS VOIDS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT WARRANTY OF TITLE. ITEMS MANUFACTURED FOR A PARTICULAR PROJECT ARE NOT SUBJECT TO RETURN FOR CREDIT. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LIQUIDATED DAMAGES OR PENALTIES OF ANY KIND WHICH YOU MAY INCUR. OUR LIABILITY, IF ANY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE FOR THE MATERIALS IN QUESTION. THE WARRANTY PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL EXPRESSED AND IMPLIED WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE ABOVE. WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OUR SOLE RESPONSIBILITY IS AS STATED AND YOU ACKNOWLEDGE THAT YOU ARE PURCHASING OUR PRODUCTS SOLELY ON THE BASIS OF OUR WARRANTY AS SET FORTH HEREIN.

31. **Damage In Transit**

Shipments must be inspected by you before unloading to ascertain any damage enroute. Charges for inspections or tests are your expense.

Shipping damage claims will not be accepted after goods are unloaded. Claims for shortages or damages must be made by notation on the face of the freight bill or on the face of our delivery ticket at the time of unloading. The carrier, when accepting materials at our plant, is responsible for damages in transit and all claims for damages in transit shall be made promptly to the carrier by you. Our responsibility terminates when the carrier accepts our products for transportation.

32. **Indemnity**

You expressly agree to indemnify, defend, and hold us harmless from and against all loss, expense, including attorney fees and damages arising from bodily injury to any person, including death resulting therefrom (whether to your employees or others) and damage to property caused by any of the Products after delivery to you or to your customer except to the extent caused by our gross negligence or willful misconduct.

33. **Force Majeure**

We are not responsible or liable for any delays or nonperformance in the event of fire, flood, explosion, the elements, or other catastrophe, acts of God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage or inability to obtain raw materials including energy requirements, failure of carriers to deliver either machinery, equipment or material, in the event any legislative, executive, or judicial act of any political or **Rangeline Tapping Services** will not be responsible for reduced flow through temporary by-pass system due to solids or debris clogging by-pass operations.

34. **Cancellation Charges**

In the event any order accepted by us in writing is cancelled by you, you shall be liable for and shall pay to us all charges incurred in connection with such order, including but not limited to the cost of all purchased materials, expenses incurred for the engineering, fabrication, production, and assembly of such materials and anticipated profits.

35. **Intellectual Property**

No license, authorization or permission of any kind is hereby transferred or granted to Customer to utilize, reproduce, duplicate, or disseminate any intellectual property or proprietary information belonging to **Rangeline Tapping Services** in any form, or under any conditions other than those specifically required to complete the current transaction between Customer and **Rangeline Tapping Services**. Customer specifically agrees that Customer will not attempt to duplicate, modify or reverse-engineer any products or components supplied to Customer by **Rangeline Tapping Services**. Customer specifically agrees that Customer will not disclose to any third-parties the protocols, procedures or methodologies utilized by **Rangeline Tapping Services** in the performance of **Rangeline Tapping Services's** work for the Customer.

Customer shall not take any measurements, dimensions, and/or calibrations of Rangeline Tapping Services equipment at any time or publish any information, drawings or photographs concerning the Equipment except with the written consent of Rangeline Tapping Services and subject to such reasonable conditions as the Customer may prescribe. Customer shall procure that each of its affiliates, including but not limited to, designated agents, Owner and/or Sub-suppliers shall comply with the obligations hereunder.

36. **Miscellaneous**

a. Once we have accepted any order from you, in writing, all changes in the order must be in writing, showing the change and the order number. All costs for changes in the order will be at your expense, subject to the terms and conditions herein.

b. Our failure to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of that or any other provision or of

any of our rights under this Agreement, nor shall it constitute a waiver by us of any subsequent default by you in the performance of this Agreement.

c. Our field representative may, from time to time, be present on a job site where products you have purchased from us are being installed and he or she will be glad to work with you and be of assistance to you. The field representative, of course, has no authority to modify this Agreement or bind us however; and since the installation is your responsibility under your supervision or that of your customer or his contractor, we shall not be responsible for any instructions or technical advice in connection with the design, installation or use of the materials sold hereunder.

d. You agree to pay any and all costs, expenses, and attorney fees which we may incur or become liable for by reason of our enforcing or attempting to enforce the terms of this Agreement, including lien claims and foreclosure of liens filed.

e. Should any part or provision of this Agreement be declared invalid, unenforceable, illegal, or in conflict with any law, the validity and enforceability of the remaining or provisions shall not be affected.

f. The prices listed are unit prices for the quantities listed. We reserve the right to change unit prices in the event of quantity changes.

g. Neither this Agreement nor any of the rights or responsibilities arising hereunder may be assigned by you without our express written consent to the assignment.

h. The services of a Layout Technician are included in our pricing for the initial submittal and one revision. Charges may be incurred if further revisions are required unless caused by our error.

i. If we are required to store finished product thirty (30) days beyond a jointly agreed to delivery date, a storage charge of one and one-half (1.5%) percent per month will be assessed on the purchase price of the product stored.

j. All quotes are Rangeline Tapping Services Standard Quotes only and are without any inclusion of Prevailing Wage Rates that may be applicable in the region where the work is to be done. As such, if Prevailing Wage Rates for the region in which the work will be done are not disclosed prior to the calculation or execution of the Rangeline Tapping Services Standard Quote and added via the terms of the subcontract or thereafter, pricing will then be adjusted accordingly to take the Prevailing Wage Rates into account.

City of Ocoee, Florida Date	Rangeline Tapping Services Signature Date

Authorized Signature

Customer acknowledges and accepts all information regarding supplied quotation.

CEPRA
LANDSCAPE

Proposal

PO Box 865
Oakland, FL 34760
407-287-5622
CepraLandscape.com

ADDRESS
Cepra Orl North PO Box 865 Oakland, FL 34760

PROPOSAL #	DATE
55426 (v. 0)	03/20/2026

DESCRIPTION	
Re sod 9865 White Road Install 11,000 of Bahia turf 5yds of soil 2yds Brown mulch clean drain Prep and demo	$10,900.00

				$10,900.00
Description	**Type**	**Qty**	**Unit $**	**Total $**
3 Yard Loader	EA	1.00	$500.00	$500.00
Dump Fees - General Debris	EA	1.00	$500.00	$500.00
Topsoil (Material Only)	YD	5.00	$70.00	$350.00
Brown Mulch - Bulk Installed	YD	2.00	$75.00	$150.00
General Enhancement Labor	HR	40.00	$70.00	$2,800.00
Bahia Sod	SF	1.00	$6,600.00	$6,600.00

Total **$10,900.00**

Terms and Conditions

1. **Scope of Work.** The scope of work to be performed by Contractor is set forth on attached Proposal. If work activity is not set forth in the Proposal, it is not included in the basic scope of work. All material shall conform to bid specifications unless expressly noted otherwise.

2. **Insurance, Licenses and Permits.** Contractor agrees to maintain General Liability insurance coverage, Workers Compensation insurance coverage, and Commercial Automobile insurance coverage as required by law. Contractor also shall comply with all licensing and permit requirements established by any State, County or municipal agency relating to the scope of work.

3. **Subcontractors.** Contractor reserves the right to hire qualified subcontractors to perform work under this Agreement.

4. **Access to Jobsite.** Owner shall ensure Contractor has access to all parts of the jobsite where the Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time. Owner will be responsible to furnish all utilities necessary to perform the work.

5. **Utilities.** Contractor will call Sunshine State One Call of Florida to locate utilities when applicable. Owner is responsible for location of private utilities and contractor cannot be held liable for damage to unmarked utilities.

6. **Compensation.** In exchange for Contractor performing the scope of work described in above, Owner shall pay Contractor in accordance with the pricing terms set forth. Contractor shall issue invoices upon completion of the work for amounts due in accordance with the pricing terms set forth. Amounts invoiced are due upon receipt and shall be considered past due after 15 days from the date of invoice. Past due amounts shall accrue interest at the annual rate of 12%. If Owner disputes or questions any invoice or portion of any invoice, Owner shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Owner. Work performed outside the scope of work described in attached Proposal shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Agreement. Owner agrees that if Owner fails to make payment for more than 60 days after the date of any work provided by Contractor arising out of or relating to this Agreement, then Contractor shall have the right to record a claim of lien against Owner's property to secure payment for labor, materials, equipment and supervision supplied by Contractor for the benefit of Owner's property.

7. **Termination.** This Agreement may be terminated with or without cause by the Owner upon seven (7) days written notice. Owner shall be required to pay for all materials and work completed to the date of termination

8. **Liability.** Contractor and Owner hereby waive any claims against each other for consequential damages or indirect damages of any kind. Contractor shall not be liable to Owner for any claim for property damage or bodily injury unless and to the extent caused by the negligence of Contractor or its employees or subcontractors.

9. **Disputes.** In the event of any litigation arising out of or relating to this Agreement or any related extra work, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party at both the trial court and appellate court levels. The county and circuit courts in Marion County, Florida shall have sole and exclusive jurisdiction to decide any dispute between the parties, whether sounding in contract or tort and whether legal or equitable in nature, arising out of or relating to this Agreement. The parties hereby waive the right to trial by jury on all claims, counterclaims and defenses otherwise triable to a jury.

10. **Warranty.** All work performed will be guaranteed for one (1) year after completion. In order for warranty to remain in effect, proper maintenance must be performed for the entire length of the warranty period.

11. **Complete Agreement.** This Agreement and attached Proposal represents the complete and integrated agreement of the parties with respect to the subject matter hereof. All prior verbal or written agreements, promises or representations relating to this Agreement and exhibits hereto are hereby merged into this Agreement and do not survive execution of this Agreement.

_____	_____	_____
Customer Printed Name	**Customer Signature**	**Date**

Job ID: 55426

CITY OF OCOEE

1 N BLUFORD AVE
OCOEE FL 34761

MODIFIED

PURCHASE ORDER: 1430729

******* VENDOR *******

J. MALEVER CONSTRUCTION CO
301 SAMPEY RD
GROVELAND FL 34736

******* DELIVER TO *******

WASTEWATER TREATMENT PLANT
1800 A D MIMS RD
OCOEE FL 34761-4001

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
01.02.2026	02.01.2026		DEST	Net 30		MHILL

Requisition No	Vendor No	Vendor Phone	Email Address	Jobs
UT004922	5197-1	(352)429-9507	scott@jmalever.com	T5023

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00		12/12-12/15 12" TEE WATERLINE LEAK REPAIRED ON BLUE SPRUCE DRIVE $11,365.20 ADDITIONAL WORK NEEDED: EMERGENCY 10" DIRECTIONAL DRILLS BETWEEN BLUE SPRUCE DR (HAMMOCKS SUB) AND HIRE CIRCLE $84,050.00 ADDITIONAL WORK NEEDED: INSTALL 12" TEE W/ (2) 12" GATE VALVES- WHITE ROAD TO INCLUDE BAHAI SOD REPLACEMENT $33,300.00	128,715.2000	128,715.20	408-533-10-6302
				** TOTAL **	128,715.20	

VENDOR INSTRUCTIONS:

1. EMAIL INVOICES TO: ACCOUNTSPAYABLE@OCOEE.ORG OR MAIL TO: CITY OF OCOEE ACCOUNTS PAYABLE1 N. BLUFORD AVE OCOEE, FL 34761
2. INVOICES AND PACKAGES MUST BEAR THE P.O. NO. ABOVE.
3. PURCHASES MAY NOT EXCEED THE TOTAL AMOUNT OF THIS ORDER WITHOUT PRIOR APPROVAL BY THE PURCHASING DIV.
4. THIS PO REPRESENTS A LEGAL CONTRACT BETWEEN THE CITY AND VENDOR.
5. ACCEPTANCE OF THIS PO INCLUDES ACCEPTANCE OF THE PO TERMS & CONDITIONS REFERENCED AT HTTPS://WWW.OCOEE.ORG/900/PO-TERMS-AND-CONDITIONS & PRICES, DELIVERY INSTRUCTIONS, & SPECIFICATIONS.
6. INSURANCE REQUIREMENTS HTTPS://WWW.OCOEE.ORG/899/INSURANCE-REQUIREMENTS
7. STATE SALES TAX EXEMPT #85-8013779974C-0 EIN #59-6019764
8. CONTACT THE REQUESTING DEPT. FOR QUESTIONS REGARDING THIS ORDER.

SPECIAL INSTRUCTIONS:

QUOTE: DIRECTIONAL BORE BETWEEN BLUE SPRUCE DR & HIRE CR
T/C #31 RFQ22-005
CC APPROVED 7.19.22
EXPIRES 8.31.27
CC TO BE NOTIFIED OF EMERGENCY

Procurement Manager

TIME & MATERIAL SUMMARY

Date: 12/12, 13 & 15

J Malever Construction
301 Sampey Rd, Groveland FL 34787
PHONE: (352) 429-9507 FAX: (352) 429-8706

DESCRIPTION OF WORK: Waterline leak repair at the 12" tee on Blue Spruce Dr

LOCATION OF WORK: City of Ocoee - Utility Dept

LABOR

CREW DESCRIPTION	NO.	TOTAL HOURS	HOURLY RATE	AMOUNT
STANDARD TIME				
Superintendent	1	8.00	$65.00	$520.00
Foreman	1	8.00	$40.00	$320.00
Equipment Operator	1	8.00	$30.00	$240.00
Pipe Layer	1	8.00	$28.00	$224.00
Labor	2	8.00	$21.00	$336.00
OVERTIME				
Superintendent	1	9.50	$65.00	$617.50
Foreman	2	9.50	$60.00	$570.00
Equipment Operator	2	9.50	$45.00	$427.50
Pipe Layer	1	9.50	$42.00	$399.00
Labor	2	9.50	$31.50	$598.50
Direct Labor				$4,252.50
Burden			40.0%	$1,701.00
Subtotal				$5,953.50
Labor Markup			20.0%	$1,190.70
TOTAL LABOR COSTS:				$7,144.20

MATERIAL

DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
Materials Subtotal				
Sales Tax			6.5%	
Material Markup			20.0%	
TOTAL MATERIAL COSTS:				
SUBCONTRACTORS				
Subcontractor Subtotal				
Sub Markup			20%	
TOTAL SUB COSTS:				

EQUIPMENT

SIZE AND CLASS	QTY	EQUIP NO	TOTAL Hours	HOURLY RATE	AMOUNT
Cat 308 Excavator	1		17.50	$75.00	$1,312.50
Ford 550 Truck	2		13.50	$40.00	$1,080.00
Transport	1		4.00	$150.00	$600.00
Pick Up	2		17.50	$15.00	$525.00
IDLE EQUIPMENT RATES					
Equipment Subtotal					$3,517.50
Equipment Markup				20.0%	$703.50
TOTAL EQUIPMENT COSTS:					$4,221.00

Note: Removed the leaky fittings and surrounding valves and fittings. Replaced them with all new fittings and valves.

TOTALS		
	LABOR	$7,144.20
	MATERIALS	
	EQUIPMENT	$4,221.00
	SUBCONTRACTORS	
	SUB-TOTAL	$11,365.20
	BOND	
	TOTAL DUE	$11,365.20

10" Directional Bore Between Blue Spruce Dr and Hire Cir

ITEM DESCRIPTION	UNIT	QTY
Mobilization	LS	1
Existing Concrete Removal - Curb & Sidewalk	LS	1
Install New 8" Gate Valve	EA	1
Restrain Existing 12" Pipe - 2 Locations	EA	2
10" Directional Bore and Connections to Existing 8" Pipe	LF	160
Pour New Concrete Valley Gutter	LF	30
Pur new 4" Sidewalk	SY	18
Sod - St Augustine	SY	150
Grout Existing Pipe	LF	170
We could do this bore and connection the week on January 12th		
Totals		$84,050.00

Grand Total = $95,415.20

J. Malever Construction Company, Inc

301 Sampey Rd.
Groveland, FL 34736

Invoice

Date	Invoice #
3/20/2026	7138

Bill To
City of Ocoee 175 North Bluford Ave Ocoee, FL 34761

P.O. No.	Terms	Project
	Net 10	

Description	Qty	Rate	Amount
White Road - Install 2 Gate Valves	1	31,300.00	31,300.00

Utilities Approval for Payment
PO # or Acct # 1430729
Authorized on: 3/20/26
Authorized by:
Trent

Subtotal	$31,300.00
Sales Tax (7.0%)	$0.00
Total	$31,300.00
Payments/Credits	$0.00
Balance Due	$31,300.00

Taunton, Kimberly

From: Hopper, Trent
Sent: Wednesday, December 24, 2025 7:42 AM
To: Taunton, Kimberly
Cc: Gleason, Gary
Subject: FW: Request for Approval
Attachments: 2025-12-18 16.50 TINY SCANNER.pdf

Kim

here is the approval from Craig for the work at Blue Spruce we need to extend the PO to $95,415.20 (quotes attached)

Gary, Scott is clear to proceed on the 12th

From: Shadrix, Craig <Craig.Shadrix@ocoee.org>
Sent: Tuesday, December 23, 2025 5:45 PM
To: Hopper, Trent <Thopper@ocoee.org>
Cc: Bolling, Jen <JBolling@ocoee.org>
Subject: RE: Request for Approval

approved

From: Hopper, Trent <Thopper@ocoee.org>
Sent: Tuesday, December 23, 2025 11:14 AM
To: Shadrix, Craig <Craig.Shadrix@ocoee.org>
Cc: Bolling, Jen <JBolling@ocoee.org>
Subject: Request for Approval

Mr. Shadrix,

Request for J Malever Construction to complete repairs Between Blue Spruce and Hire Cr. (Hammocks Sub). The work completed is on the attachment $11,365.20 the additional for directional drill and to eliminate conflicts in the residents back yard is $84,050.00.

Malever is tentatively scheduled for 1/12/2026 and Cathcart Construction was contacted for a quote, not interested.

If approved, we will prepare a staff report for the emergency notification for the 2/5/2026 commission meeting.

Commissioner Wilsen has been notified and we left her an option to assist in any community Q&A session if she decides to pursue that route

Thank you

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 19

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Approval of Cover The Tees Single Source Phase 1 Contract. (Park and Leisure Services Director Johnson)

Background Summary:
On December 16, 2025, the City Commission unanimously approved staff to negotiate a Single-Source Vendor Contract with Cover The Tees to upgrade the driving range at Forest Lake Golf Club. Staff and Cover The Tees have been negotiating a contract and believe the best path forward to get the project started is to bring a contract in two phases. Phase 1, would include development of a 30% design plan to include survey work. Phase II, which will come back at a later commission meeting, would include a not-to-exceed contract to construct and bring the city a turnkey operation with additional management terms after completion.

The contract for Phase 1 is forthcoming.

Issue:
Should the Honorable Mayor and City Commission approve the Phase 1 Contract with Cover the Trees?

Recommendations:
Staff recommends the Honorable Mayor and City Commission approve the Phase 1 Contract with Cover The Trees.

Attachments:
None

Financial Impacts:
N/A

Type of Item: Consent

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 20

Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: First Reading of Ordinances for 1460 N. Lakewood PUD — Annexation, Rezoning from Orange County A-1 (Citrus Rural District) to Planned Unit Development (PUD) & PUD Land Use Plan (LUP); Project No. Ax-12-25-09 & RZ-25-12-19. (Concurrency & Commitment Coordinator McFarlane)

Background Summary: Owner/Applicant: The property owner/applicant is DS Sunrise Investments LLC (Davenand Persaud) and is represented by Dave Schmitt, P.E.

Site Location: The properties are in Commission District 1, located west of the intersection of N. Lakewood Ave and 11th Avenue.

Property Size and Parcel Identification Number: 1460 N. Lakewood Avenue (Parcel ID #07-22-28-0000-00-083) is approximately 5.44 acres in size, and 1446 N. Lakewood Avenue (Parcel ID #07-22-28-0000-00-053) is approximately 1.02 acres in size. Together, they are approximately 6.46 acres in size.

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

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Overlay/Unique Features
LDR (Low Density Residential)	County A-1	Residential and agricultural uses	N/A

The property is surrounded by the following: jurisdictions, Future Land Use Map (FLUM) designations, zoning districts, and land uses.

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Uses
North	Orange County	Low Density Residential	County A-1	Recreational/Meeting Space
South	Orange County	Low Density Residential	County A-1	Single Family Residence

East	Orange County	Low Density Residential	County R-2	Single Family Residence
West	Ocoee	Commercial	City PUD-COMM	Single Family Residence/Wetland

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

Proposed FLUM Designation	**Proposed Zoning District**	**Proposed Use**	**Proposed Development Standards**
Existing (Property Remains as LDR)	Planned Unit Development (PUD)	Single Family Residence — Attached	See Proposed PUD Land Use Plan (LUP)

Proposed Development: The applicant is requesting a rezoning from Orange County Citrus Rural District (A-1) to Planned Unit Development District (PUD) & PUD Land Use Plan (LUP). Per the proposed LUP, the applicant proposes to develop a 30-lot single-family attached (townhome) residential subdivision at a proposed density of 4.7 units per acre. The proposed development provides 34% open space, not including the 1.28-acre retention pond, 44 guest parking spaces, a walking trail, a dog park, and a play area as amenities.

Consistency with Adopted Comprehensive Plan: The proposed PUD zoning classification and accompanying Land Use Plan for the development of single-family attached residential is consistent with the current Low Density Residential future land use designations, as the density is less than five (5) units per acre.

Transportation and Access: The site accesses N. Lakewood Ave, which is under Orange County ownership and maintenance. The PUD is dedicating 10 feet of ROW per the adopted context classification of Suburban Residential (C3R) in the Vision 2045 Comprehensive Plan. A traffic methodology has been submitted, indicating a daily trip generation of 199. The trip generation is consistent with the adopted future land use. The proposed project traffic with vested trips maintains a Level of Service (LOS) of C for N. Lakewood, with sufficient capacity remaining. The applicant will be evaluating safety and operations at the proposed driveway location and N. Lakewood at Wurst intersection.

Utilities: City water and sewer treatment capacities are available at the respective treatment plants. Capacity is reserved during the building permit application, following payment of water and sewer capital fees.

For potable water, the properties are within the City's service area, and there is a 12" water main located in front of the property on the west side of N. Lakewood Ave. For the sanitary sewer, the owner/developer must construct a private force main to connect to the nearest suitable location on the 8" HDPE force main. An 8" HDPE force main is located in front of the property on the west side of N. Lakewood Ave..

Stormwater: Stormwater management is proposed to be provided on-site, and the engineering of the stormwater facilities will be evaluated during the preliminary subdivision plan review.

Schools: A School capacity encumbrance letter (CEL) is not required, as the PUD is not increasing density beyond what the existing Future Land Use allows.

Recreation and Open Space: The proposed Land Use Plan provides 2.2 acres of active and passive recreation with a walking trail, a dog park, and a play area for amenities.

Consistency with Florida Statutes: With respect to the proposed annexation, rezoning to PUD & PUD Land Use Plan (LUP), Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex

contiguous, compact, and non-circuitous territory, provided that it does not create an enclave. The subject properties are bordered on the west by the City's jurisdictional limits and, as such, are contiguous to the City and do not create an enclave. Instead, it furthers the City's efforts to reduce existing enclaves within the city limits.

Consistency with JPA Agreement: The property is located within the Ocoee-Orange County Joint Planning Area (JPA) Agreement, and the proposed annexation is consistent with the Future Land Use Map within the terms of the JPA Agreement.

Consistency with Adopted Comprehensive Plan: Annexation of the subject property is consistent with the City's goal of eliminating or reducing existing enclaves.

Public Safety: Emergency services, including police and fire, are available to serve the property. The fire flow requirements will be determined at a later time once a fire safety inspection is completed.

An Annexation Feasibility & Public Facilities Analysis Report (attached) was completed for this property.

Issue:

Should the Honorable Mayor and City Commission recommend approval of the proposed ordinances for the Annexation, Rezoning to PUD, and PUD Land Use Plan for 1460 N. Lakewood Avenue (Parcel ID #07-22-28-0000-00-083) and 1446 N. Lakewood Avenue (Parcel ID #07-22-28-0000-00-053)?

Recommendations:

Development Review Committee Recommendation:

The DRC considered this annexation, rezoning to PUD & PUD Land Use Plan (LUP) request at its March 3, 2026, meeting, identified no issues, and made a recommendation of approval.

Planning & Zoning Commission (PZC) Recommendation:

The Planning & Zoning Commission, acting as the local Planning Agency (LPA), considered this item at the March 10, 2026, public hearing and recommended approval of the proposed ordinances for an annexation, rezoning to PUD, and PUD Land Use plan for 1460 N. Lakewood Avenue (Parcel ID #07-22-28-0000-00-083) and 1446 N. Lakewood Avenue (Parcel ID #07-22-28-0000-00-053).

Staff Recommendation:

Staff recommends that the Honorable Mayor and City Commission recommend approval of the proposed ordinances for the Annexation, Rezoning to PUD, and PUD Land Use Plan for 1460 N. Lakewood Avenue (Parcel ID #07-22-28-0000-00-083) and 1446 N. Lakewood Avenue (Parcel ID #07-22-28-0000-00-053).

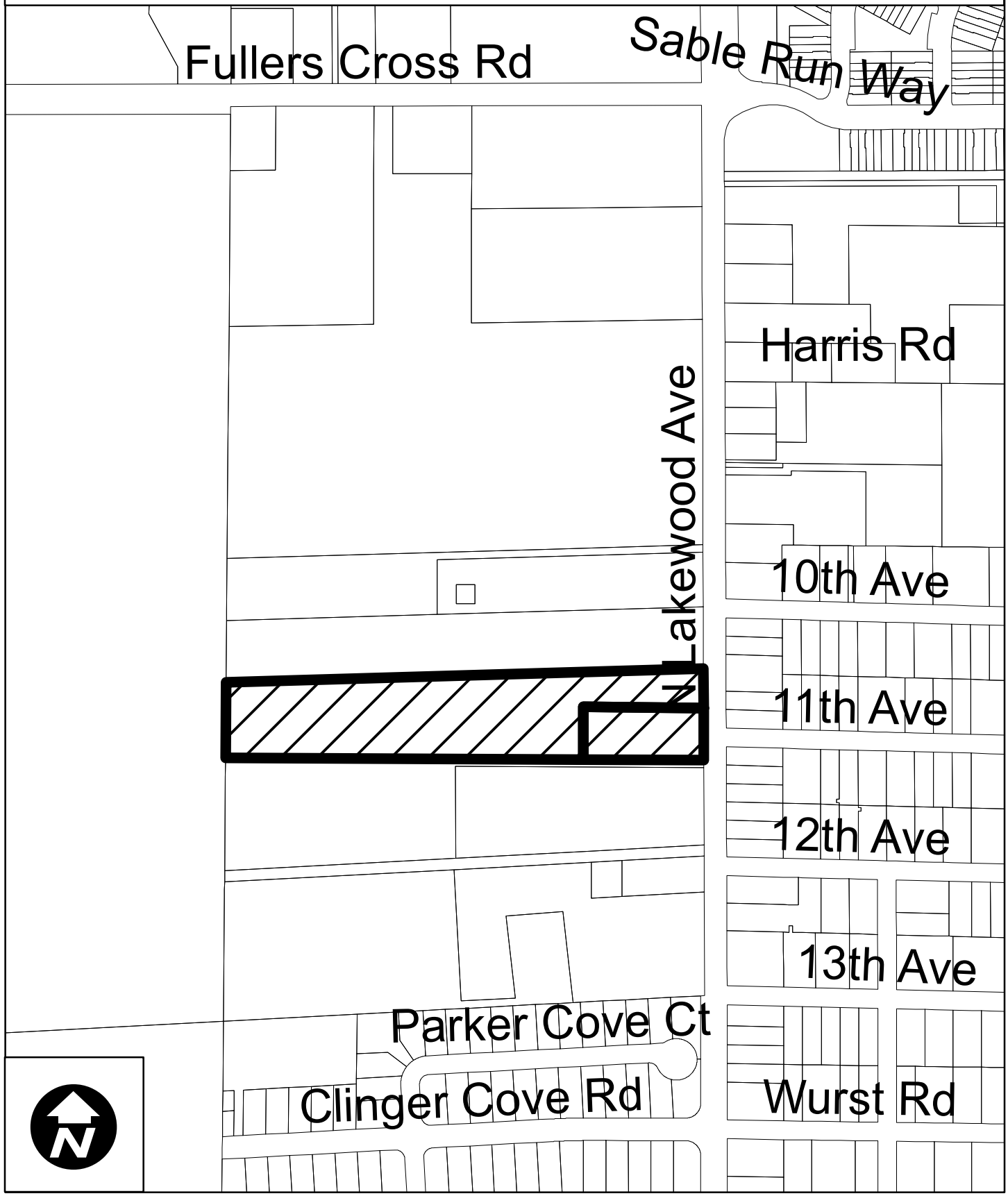
Attachments:

1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. 1460 N Lakewood PUD
6. Annexation Ordinance
7. Rezoning Ordinance
8. Annexation Feasibility Report
9. Business Impact Estimate - Annexation
10. Business Impact Estimate - Rezoning

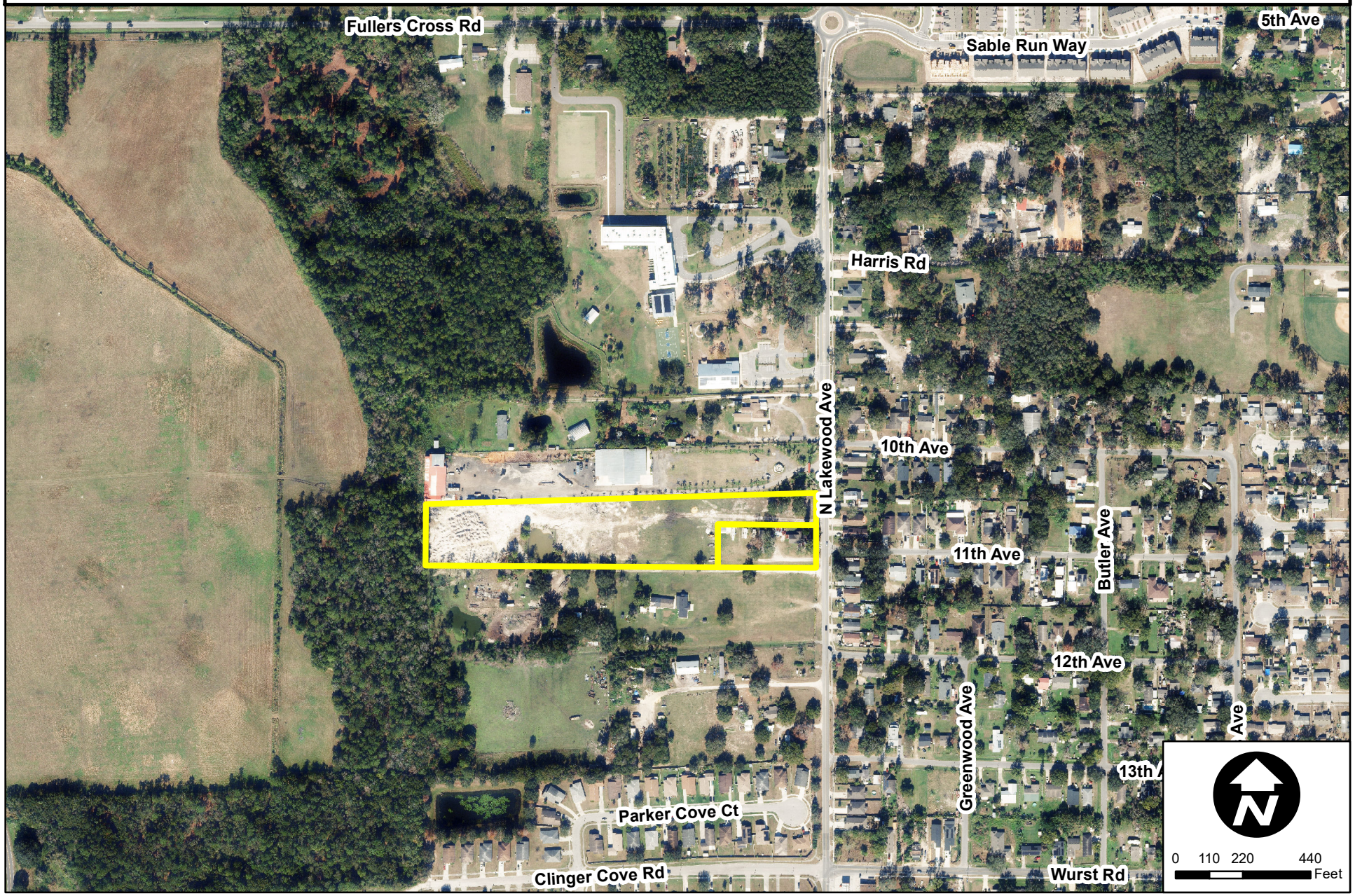
Financial Impacts:
N/A

Type of Item: First Reading

1460 & 1446 N Lakewood Avenue
Location Map



1460 & 1446 N Lakewood Avenue
2025 Aerial Photography

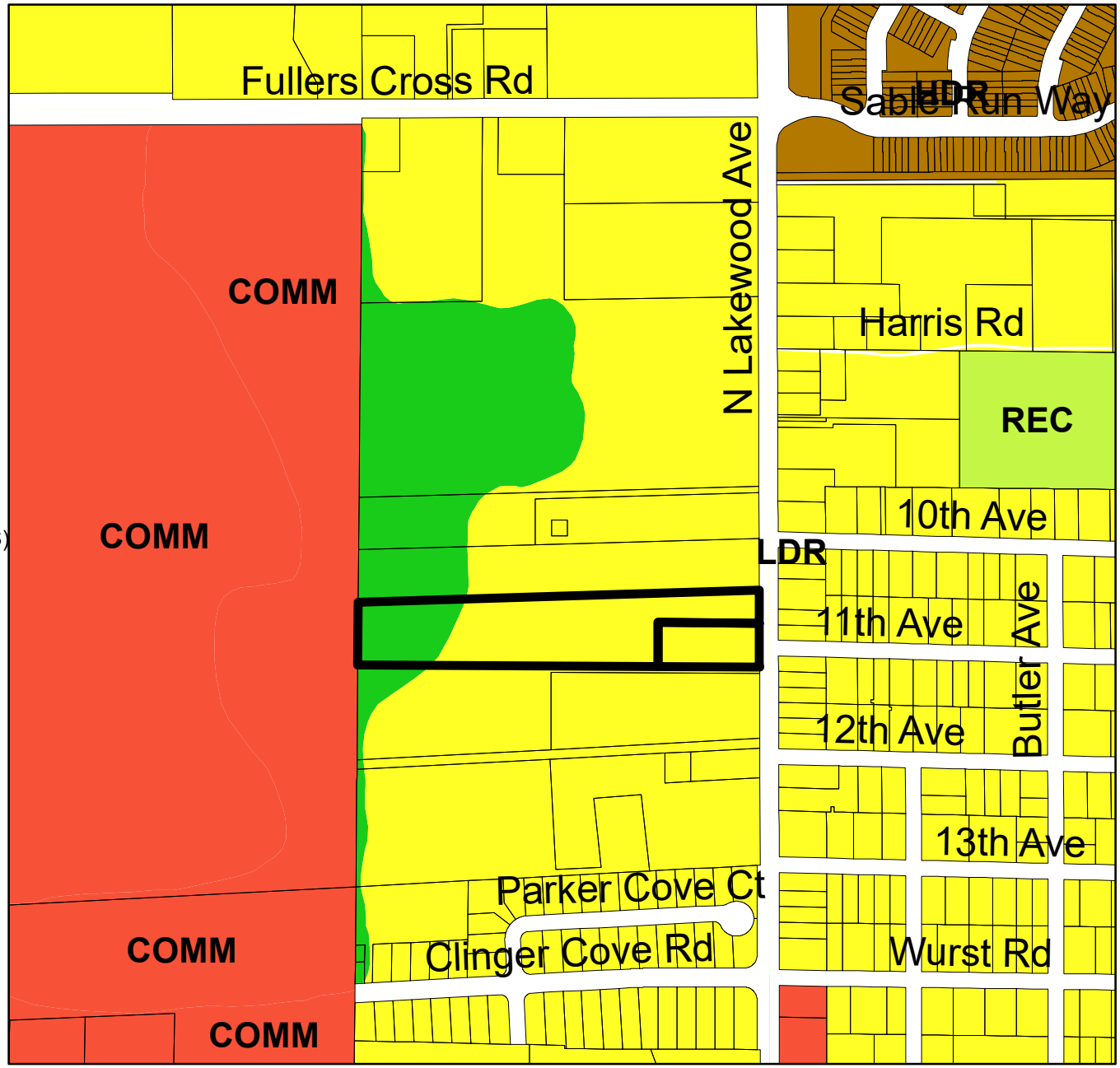


1460 & 1446 N Lakewood Avenue
Surrounding Future Land Use Map

Development Services
Department

0 120 240 480
Feet

Created: February 2026



Subject Property

Future Land Use Classification:

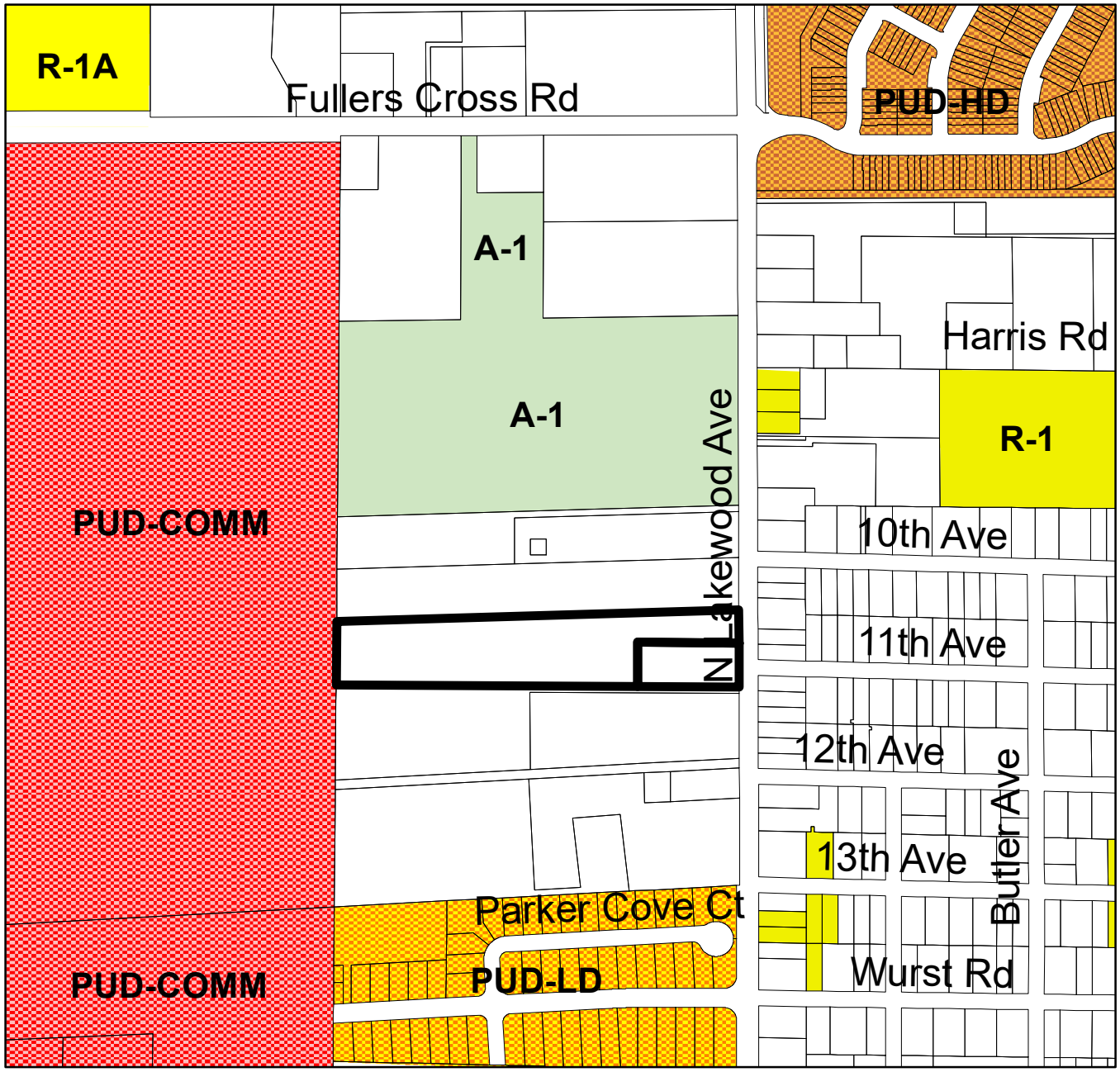
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Professional Offices and Services (PS)
- Commercial (COMM)
- Light Industrial (LI)
- Heavy Industrial (HI)
- Conservation/Floodplains (CONS)
- Recreation and Open Space (REC)
- Public Facilities/Institutional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

1460 & 1446 N Lakewood Avenue
Surrounding Zoning Map

Development Services
Department

0 120 240 480
Feet

Created: February 2026



Subject Property

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

SITE PLAN

for

1460 N LAKEWOOD AVE

CITY OF OCOEE

OWNER / DEVELOPER:

DS SUNRISE INVESTMENTS LLC
1563 GLENHAVEN CIRCLE
OCOEE, FL 34761
CONTACT: DAVENAND PERSAUD
PHONE: 407-383-3742
EMAIL: SUNRISEHAULING@GMAIL.COM

ENGINEER / PLANNER:

DAVE SCHMITT ENGINEERING, INC.
12301 LAKE UNDERHILL ROAD, SUITE 241
ORLANDO, FL 32828
CONTACT: DAVE SCHMITT, P.E.
PHONE: 407-207-9088
EMAIL: DSEMAILBOX@DSEORL.COM

SURVEYOR:

ABEL SURVEYING
1780 DOYLE ROAD, SUITE 6
DELTONA, FL 32725
CONTACT: WILLIAM H ABEL JR.
PHONE: 386-860-1866
EMAIL: ABELSURVEYING@GMAIL.COM

ARCHITECT:

SOUTHERN HOME DESIGN
314 MARION OAKS COURSE
OCALA, FL 34473
CONTACT: JAIME REYES
PHONE: 352-361-8599
EMAIL: JAIME@SHDOCALA.COM

TRAFFIC ENGINEER:

TRAFFIC PLANNING AND DESIGN, INC.
535 VERSAILLES DRIVE
MAITLAND, FL 32751
CONTACT: TURGUT DERVISH
PHONE: 407-628-9955
EMAIL: JAY@TPDTRAFFIC.COM

ENVIRONMENTAL:

BIO-TECH CONSULTING INC.
3025 EAST SOUTH STREET
ORLANDO, FL 32803
PHONE: 407.894.5969
CONTACT: DANIEL GOUGH | PROJECT MANAGER

PARCEL ID
28-22-07-0000-00-083 / 28-22-07-0000-00-053

PROPERTY ADDRESS: 1460 N LAKEWOOD AVE, OCOEE FL 34761

LEGAL DESCRIPTION

LEGAL DESCRIPTION #1:
BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY FLORIDA, THENCE RUN SOUTH 330 FEET FOR THE POINT OF BEGINNING, THENCE RUN WEST 1300 FEET TO THE WEST BOUNDARY OF THE GRANTORS PROPERTY, THENCE SOUTH 250 FEET, MORE OR LESS, TO AN IRON MARKER, THENCE RUN EAST 850 FEET ALONG THE PROPERTY LINE BETWEEN GRANTORS PROPERTY AND THE PROPERTY OF DENNIS MORRA AND JULIE MORRA, HIS WIFE, THENCE RUN NORTH 140 FEET, THENCE RUN EAST 350 FEET TO THE CENTER OF THE OCOEE-CLARCONA ROAD, THENCE RUN NORTH 105 FEET TO THE POINT OF BEGINNING, LESS THE EAST 30 FEET THEREOF FOR ROAD.
PARCEL #28-22-07-0000-00-083
236,460.69 SQUARE FEET OR 5.428 ACRES MORE OR LESS

LEGAL DESCRIPTION #2:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1 /4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN SOUTH 00° 11' 33" EAST (BASIS OF BEARINGS) ALONG THE EAST LINE OF SAID NORTHEAST 1/4 SECTION 7, A DISTANCE OF 435 FEET TO A POINT, THENCE DEPARTING SAID EAST LINE RUN NORTH 89° 30' 13" WEST A DISTANCE OF 30 FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF CLARCONA—OCOEE ROAD AND THE POINT OF BEGINNING, THENCE DEPARTING SAID WEST RIGHT OF WAY LINE CONTINUE NORTH 89° 30' 13" WEST A DISTANCE OF 319.93 FEET TO A POINT, THENCE RUN SOUTH 00° 15' 47 " EAST A DISTANCE OF 140.01 FEET TO A POINT, THENCE RUN SOUTH 89° 42' 37" EAST A DISTANCE 319.75 FEET TO AFOREMENTIONED WEST RIGHT OF WAY LINE, THENCE RUN NORTH 00° 11' 33" WEST ALONG SAID WEST LINE A DISTANCE OF 136.67 FEET TO THE POINT OF BEGINNING.
PARCEL #28-22-07-0000-00-053
44,582.06 SQUARE FEET OR 1.023 ACRES MORE OR LESSE WEST RIGHT OF WAY LINE

PREPARED FOR:

DS SUNRISE INVESTMENTS LLC

811 Know what's **below.** **Call** before you dig.

REVISIONS								
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
						02-11-2026	JT	REV PER CITY COMMENTS

TABLE OF CONTENTS

1 COVER SHEET
2 SITE PLAN

PLANS BY OTHERS

BOUNDARY & TOPOGRAPHICAL SURVEY

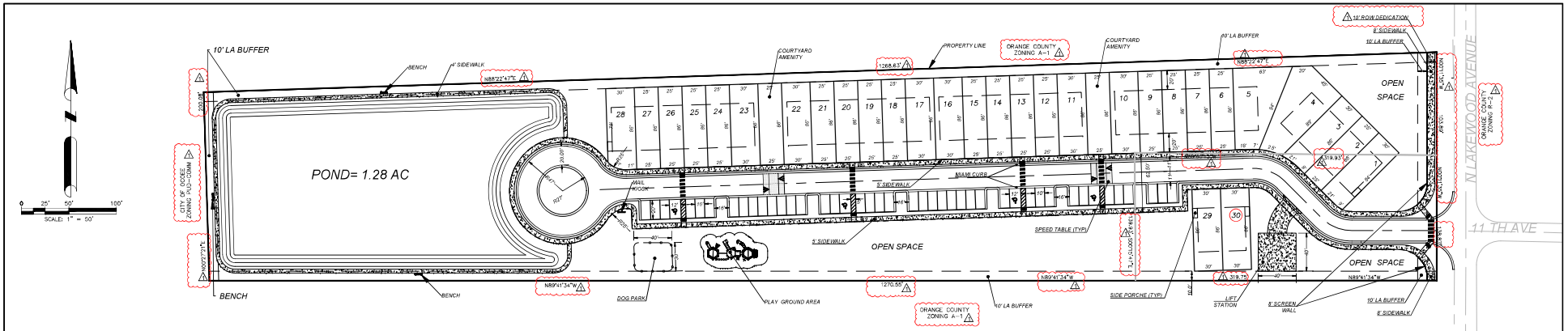


LOCATION MAP

DAVE SCHMITT ENGINEERING, INC.
12301 LAKE UNDERHILL ROAD
SUITE 241
ORLANDO, FL 32828
407-207-9088 FAX 407-207-9089
Certification of Authorization #27471

DATE: MAY 2025 | JOB NO.: GCR-1 | SHEET: 1 OF 2

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SITE DATA:

PROPERTY ADDRESS:	1460 N LAKEWOOD AVE, OCOEE FL 34761
PARCEL ID:	28-22-07-0000-00-083 / 28-22-07-0000-00-053
GROSS PROPERTY AREA:	6.451 AC.
10' ROW DEDICATION:	0.055 AC
DEVELOPABLE AREA:	6.396 AC
NUMBER OF UNITS:	30
TYPE OF UNITS:	TOWNHOUSE
MINIMUM LOT SIZE:	25' x 86' (2,150 SF)
MINIMUM LIVING FLOOR AREA:	2,300 SF
EX. ZONING:	COUNTY A-1

ADJACENT ZONING DISTRICTS:

DIRECTION	ZONING	JURISDICTION
N	A-1	ORANGE COUNTY
S	A-1	ORANGE COUNTY
E	R-2	ORANGE COUNTY
W	PUD-COMM	CITY OF OCOEE

EX. FUTURE LAND USE: LDR (LOW DENSITY RESIDENTIAL)

	REQUIRED	PROPOSED
MAXIMUM LOT COVERAGE:	50%	70% (Includes building footprint, side porches, and driveway (14' x 20').
MAX. RESIDENTIAL DENSITY (DU / AC):	5	4.65 (Gross) / 4.69 (Net)
MAXIMUM BUILDING HEIGHT:	35 FT	35 FT
MINIMUM OPEN SPACE:	35%	54.41%

PROPOSED IMPERVIOUS AREA: 3.46 AC (55.04% DEVELOPABLE AREA)

POND:	1.28 AC (20.01% DEVELOPABLE AREA)
BUFFER:	0.67 AC (10.48% DEVELOPABLE AREA)
OPEN SPACE / AMENITIES:	1.53 AC (23.92% DEVELOPABLE AREA)
TOTAL OPEN SPACE:	3.48 AC (54.41% DEVELOPABLE AREA)

PARKING SPACES

REQUIRED PARKING SPACES: 2 SPACES FOR EACH DWELLING UNIT
2 x 30= 60 PARKING SPACES

PROPOSED PARKING SPACES:

1 SPACES IN DRIVEWAY=	30 SPACES
PARKING LOT=	44 SPACES
TOTAL PARKING SPACES:	74 SPACES

BUILDING SETBACKS

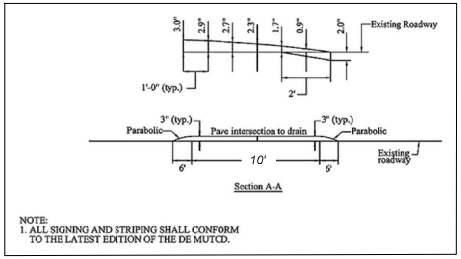
LOCATION:	PROPOSED WIDTH:
FRONT:	20'
REAR:	20'
SIDE:	5'

LANDSCAPE BUFFER 10'

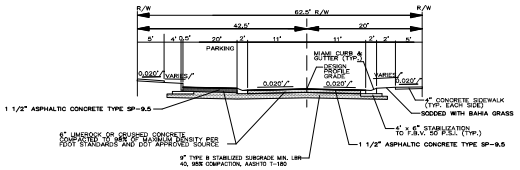
PHASING
THE PROJECT WILL BE CONSTRUCTED AS ONE (1) PHASE

STORMWATER
THE STORMWATER SYSTEM WILL BE DESIGNED TO MEET ST. JOHNS RIVER WATER MANAGEMENT DISTRICT REQUIREMENTS

MAINTENANCE RESPONSIBILITY
THE HOMEOWNERS ASSOCIATION (HOA) WILL BE RESPONSIBLE FOR THE MANAGEMENT AND MAINTENANCE OF ALL COMMON AREAS, FACILITIES, AND STORMWATER SYSTEM WITHIN THE DEVELOPMENT.



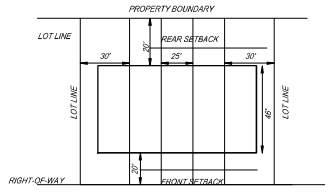
TYPICAL SPEED TABLE SECTION
NTS



TYPICAL STREET AND PARKING SECTION
NTS

OWNERSHIP / MAINTENANCE TABLE

ROADWAYS	PRIVATE: TO BE OWNED AND MAINTAINED BY HOA.
STORM WATER	PRIVATE: TO BE OWNED AND MAINTAINED BY THE HOA.
DRAINAGE EASEMENTS	PUBLIC: TO BE OWNED AND MAINTAINED BY THE HOA WITH AN EASEMENT GRANTED TO CITY OF OCOEE.
UTILITY EASEMENTS	PUBLIC: TO BE OWNED AND MAINTAINED BY THE HOA WITH EASEMENT GRANTED TO CITY OF OCOEE.
SANITARY SEWER, LIFT STATION	PUBLIC: TO BE OWNED AND MAINTAINED BY THE CITY OF OCOEE.
POTABLE WATER	PUBLIC: TO BE OWNED AND MAINTAINED BY THE CITY OF OCOEE.
RECREATION / AMENITY / LANDSCAPE BUFFER / OPEN SPACES	PRIVATE: TO BE OWNED AND MAINTAINED BY THE HOA.



25', 30' FRONT LOADED LOT LAYOUT
NTS

DAVE SCHMITT ENGINEERING, INC.
12301 LAKE UNDERHILL RD, SUITE 241
ORLANDO, FL 32828
407-207-9088 FAX 407-207-9089
Certification of Authorization #27471

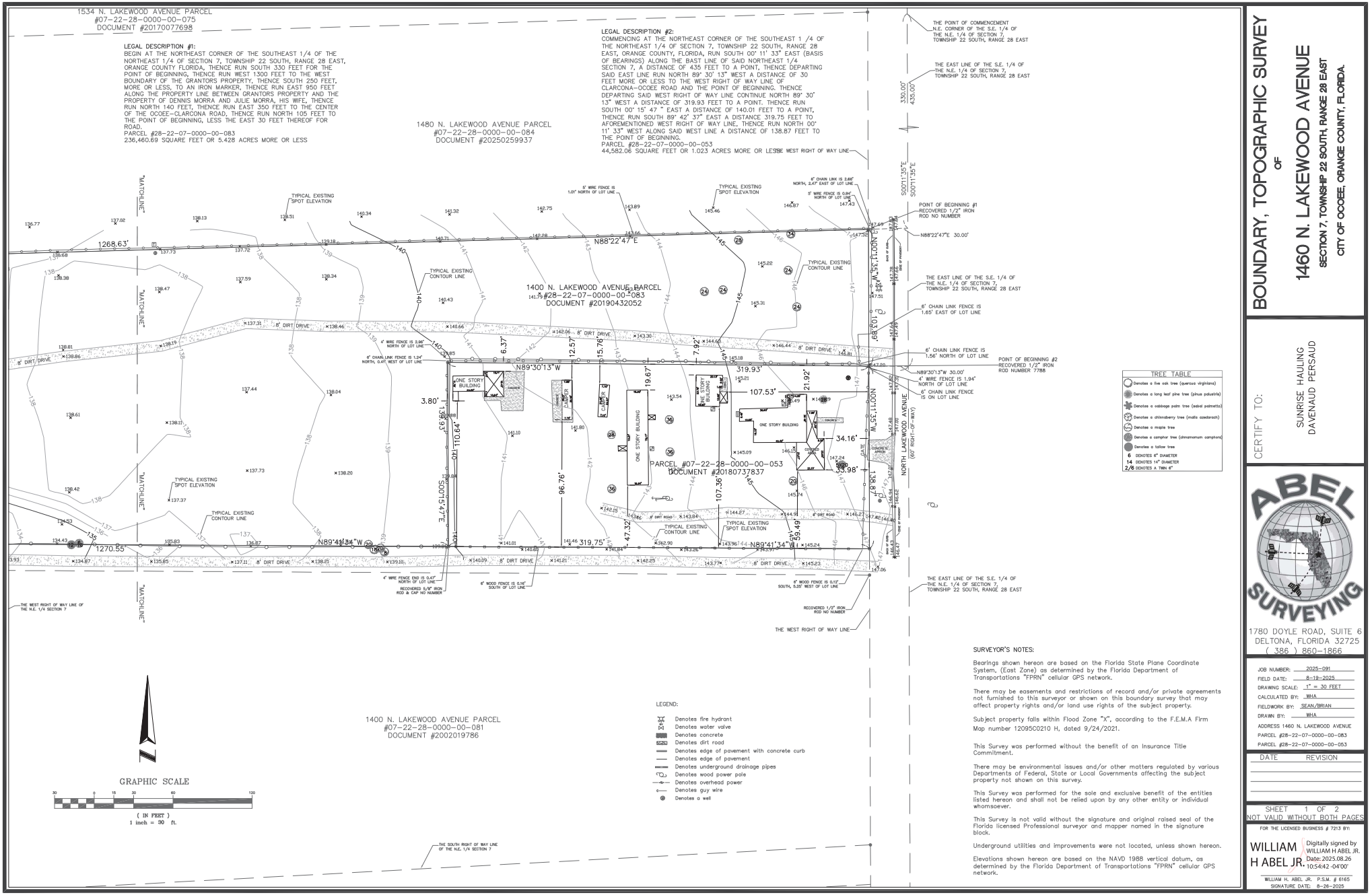
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
			02-11-2026	JT	REV PER CITY COMMENTS

VE... FL...IDA REG. NU...ER 43274
Dave M Schmitt

SITE PLAN
1460 N LAKEWOOD AVE
CITY OF OCOEE

DATE: MAY 2025
PROJECT NO.: GCR-1
DRAWN BY: JT
CHECKED BY: DMS
SCALE: 1" = 50'
SHEET: 2 OF 2

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SURVEYOR'S NOTES:

Bearings shown hereon are based on the Florida State Plane Coordinate System, (East Zone) as determined by the Florida Department of Transportations "FPRN" cellular GPS network.

There may be easements and restrictions of record and/or private agreements not furnished to this surveyor or shown on this boundary survey that may affect property rights and/or land use rights of the subject property.

Subject property falls within Flood Zone "X", according to the F.E.M.A Firm Map number 12095C0210 H, dated 9/24/2021.

This Survey was performed without the benefit of an Insurance Title Commitment.

There may be environmental issues and/or other matters regulated by various Departments of Federal, State or Local Governments affecting the subject property not shown on this survey.

This Survey was performed for the sole and exclusive benefit of the entities listed hereon and shall not be relied upon by any other entity or individual whomsoever.

This Survey is not valid without the signature and original raised seal of the Florida licensed Professional surveyor and mapper named in the signature block.

Underground utilities and improvements were not located, unless shown hereon.

Elevations shown hereon are based on the NAVD 1988 vertical datum, as determined by the Florida Department of Transportations "FPRN" cellular GPS network.

BOUNDARY, TOPOGRAPHIC SURVEY
OF
1460 N. LAKEWOOD AVENUE
SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST
CITY OF OCOEE, ORANGE COUNTY, FLORIDA.

CERTIFY TO:
SUNRISE HAULING
DAVENAUD PERSAUD

ABEL SURVEYING
1780 DOYLE ROAD, SUITE 6
DELTONA, FLORIDA 32725
(386) 860-1866

JOB NUMBER: 2025-091
FIELD DATE: 8-19-2025
DRAWING SCALE: 1" = 30 FEET
CALCULATED BY: WHA
FIELDWORK BY: SEAN/BRIAN
DRAWN BY: WHA
ADDRESS 1460 N. LAKEWOOD AVENUE
PARCEL #28-22-07-0000-00-083
PARCEL #28-22-07-0000-00-053

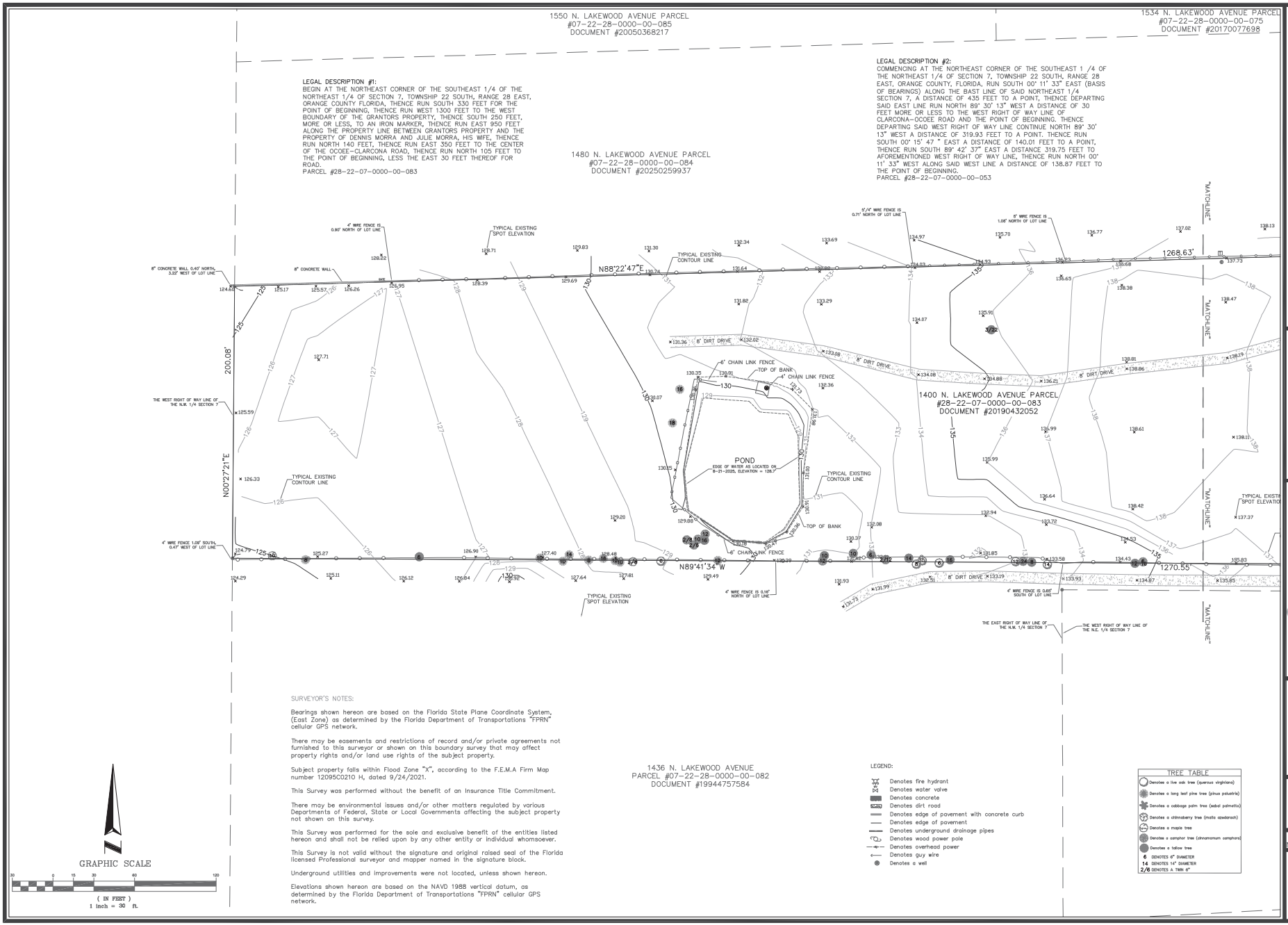
DATE	REVISION

SHEET 1 OF 2
NOT VALID WITHOUT BOTH PAGES

FOR THE LICENSED BUSINESS # 7213 BY:

WILLIAM H ABEL JR.
Digitally signed by WILLIAM H ABEL JR.
Date: 2025.08.26 10:54:42 -04'00'

WILLIAM H. ABEL JR. P.S.M. # 6165
SIGNATURE DATE: 8-26-2025



SURVEYOR'S NOTES:

Bearings shown hereon are based on the Florida State Plane Coordinate System, (East Zone) as determined by the Florida Department of Transportations "FPRN" cellular GPS network.

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GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

LEGEND:
- Denotes fire hydrant
- Denotes water valve
- Denotes concrete
- Denotes dirt road
- Denotes edge of pavement with concrete curb
- Denotes edge of pavement
- Denotes underground drainage pipes
- Denotes wood power pole
- Denotes overhead power
- Denotes guy wire
- Denotes a well

TREE TABLE
- Denotes a live oak tree (quercus virginiana)
- Denotes a long leaf pine tree (pinus palustris)
- Denotes a cabbage palm tree (sabal palmetto)
- Denotes a chinaberry tree (melia azedarach)
- Denotes a maple tree
- Denotes a camphor tree (cinnamomum camphora)
- Denotes a tallow tree
- 6 DENOTES 6" DIAMETER
- 14 DENOTES 14" DIAMETER
- 2/6 DENOTES A TWIN 6"

BOUNDARY, TOPOGRAPHIC SURVEY
OF
1460 N. LAKEWOOD AVENUE
SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST
CITY OF OCOEE, ORANGE COUNTY, FLORIDA.

CERTIFY TO:
SUNRISE HAULING
DAVENAUD PERSAUD

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1780 DOYLE ROAD, SUITE 6
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PARCEL #28-22-07-0000-00-083
PARCEL #28-22-07-0000-00-053

DATE	REVISION

SHEET 2 OF 2
NOT VALID WITHOUT BOTH PAGES
FOR THE LICENSED BUSINESS # 7213 BY:

SIGNATURE IS ON SHEET 1 OF 2

WILLIAM H. ABEL JR. P.S.M. # 6165
SIGNATURE DATE: 8-26-2025

ORDINANCE NO. 2026-
(Annexation Ordinance for 1460 & 1446 N Lakewood Avenue –
DS Sunrise Investments LLC Property)

TAX PARCEL ID: 07-22-28-0000-00-083 & 07-22-28-0000-00-053

CASE NO. AX-12-25-09: 1460 & 1446 N Lakewood Avenue –DS Sunrise Investments LLC Property Annexation

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 5.44 AND 1.02 ACRES LOCATED AT 1460 & 1446 N LAKEWOOD AVENUE WEST OF N LAKEWOOD AVENUE AND APPROXIMATELY 0.2 MILES NORTH OF THE INTERSECTION OF WURST ROAD AND N LAKEWOOD AVENUE, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATIONS TO BE CONSISTENT WITH THE ENVISION 2045 OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real properties located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the "Ocoee City Commission") to annex approximately 6.46 acres of property, as more particularly described in **Exhibit "A"** attached hereto, into the corporate limits of the City of Ocoee, Florida; and

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

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

WHEREAS, on March 10, 2026, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexations and found it to be consistent with the Envision 2045 Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

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

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

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

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

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

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

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

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

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said lands herein described is consistent with the Envision 2045 Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Envision 2045 Ocoee Comprehensive Plan and the Ocoee City Code.

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

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

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

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of

competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

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

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

PASSED AND ADOPTED this _____ day of _____, 2026.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

_____
Melanie Sibbitt, City Clerk

_____
Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____ AND _____
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

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

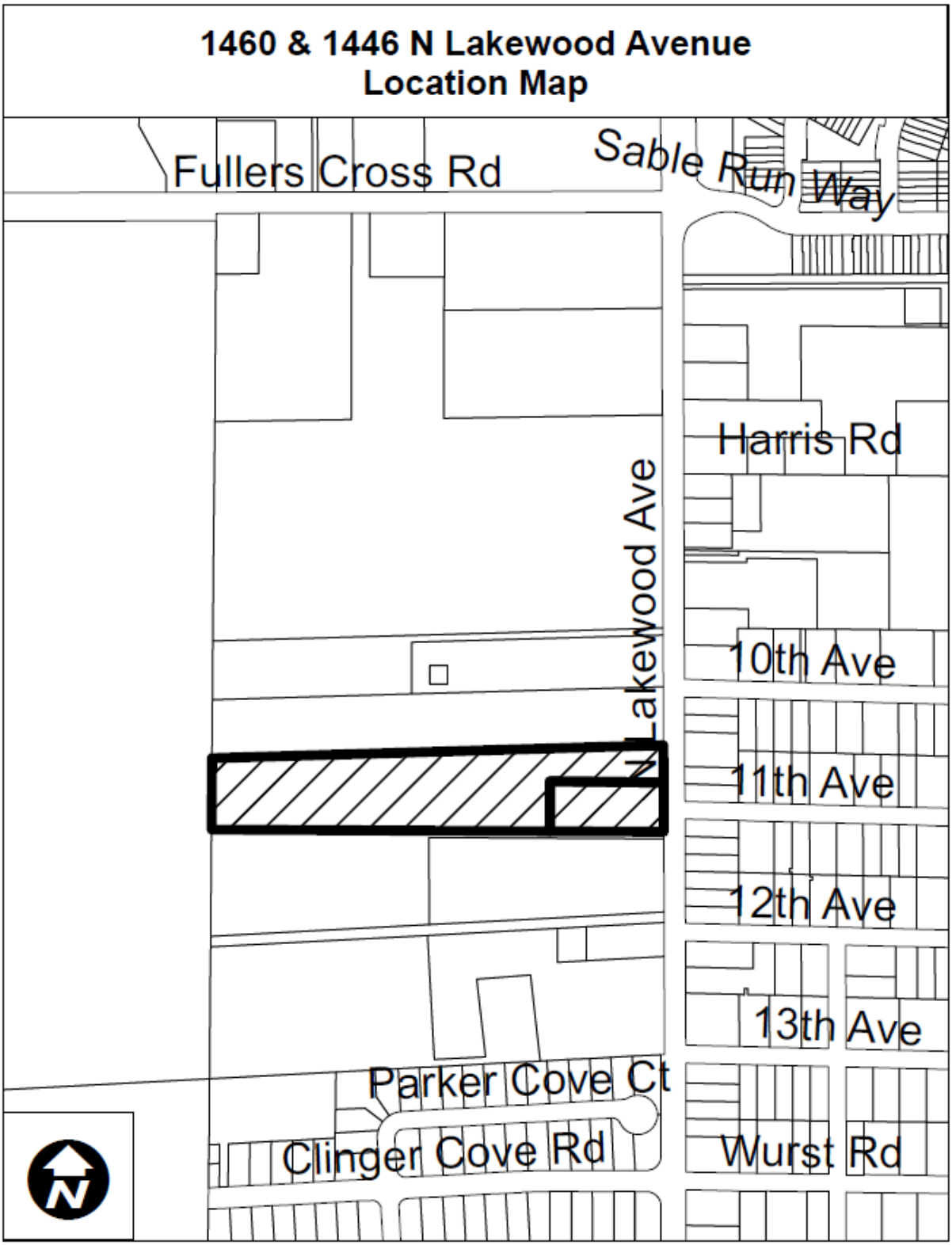
PARCEL ID NO.: 07-22-28-0000-00-083 & 07-22-28-0000-00-053

BEG 330 FT S OF NE COR OF SE1/4 OF NE1/4 TH W 1300 FT S 250 FT E 950 FT N 140 FT E 350 FT N 105 FT TO POB IN SEC 07-22-28

SE1/4 OF NE1/4 OF SEC 7-22-28 LESS SOUTH 12 ACRES & LESS NORTH 165 FT MORE PARTICULARY DESCRIBED AS FOLLOWS COMMENCING AT THE NE CORNER OF THE SE 1/4 OF THE NE 1/4 TH S0-11-33E ALONG THE EAST LINE OF SAID NE 1/4 435 FT TH DEPARTING SAID E LINE TH N89-30-13W 30+/- FT TO W RIGHT OF WAY LINE OF CLARCONA-OCOEE RD & THE POB TH DEPARTING SAID RIGHT OF WAY CONTINUE N89-30-13W 319.93 FT TH S0-15-47E 140.01 FT TH S89-42-37E 319.75 FT TO AFOREMENTIONED W RIGHT OF WAY TH N0-11-33W 138.87 FT TO POB

EXHIBIT "B"

LOCATION MAP



ORDINANCE NO. 2026-
(Rezoning to PUD & PUD Land Use Plan (LUP) Ordinance for 1460 & 1446 N Lakewood Avenue
– DS Sunrise Investments LLC Properties)

TAX PARCEL ID: 07-22-28-0000-00-083 & 07-22-28-0000-00-053

CASE NO. RZ-25-12-09: 1460 & 1446 N. Lakewood Avenue – DS Sunrise Investments LLC Properties Rezoning

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY OF OCOEE RESIDENTIAL PUD (PLANNED UNIT DEVELOPMENT) ON CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 5.44 AND 1.02 ACRES LOCATED AT 1460 & 1446 N LAKEWOOD AVENUE WEST OF N LAKEWOOD AVENUE AND APPROXIMATELY 0.2 MILES NORTH OF THE INTERSECTION OF WURST ROAD AND N LAKEWOOD AVENUE, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE ENVISION 2045 OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Applicant seeks to rezone certain real properties containing approximately 6.46 acres, more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, from Orange County A-1 to City of Ocoee PUD; and

WHEREAS, pursuant to Section 5-9(B), Article V of the Land Development Code of the City of Ocoee, Florida (the "Ocoee City Code"), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Envision 2045 Ocoee Comprehensive Plan as set forth in Ordinance No. 2025-14, adopted July 15, 2025, as amended (the "Envision 2045 Ocoee Comprehensive Plan"); and

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

WHEREAS, on March 10, 2026, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Envsion 2045 Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Envision 2045 Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real properties be rezoned as requested by the Applicant and that the Ocoee City Commission find the Rezoning requested by the Applicant to be consistent with the Envision 2045 Ocoee Comprehensive Plan; and

WHEREAS, on April 21, 2026, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Envision 2045 Ocoee Comprehensive Plan; and

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

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

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

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Properties described in **Exhibit "A"** containing approximately 6.46 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County A-1 to City of Ocoee PUD. A map of said land herein described, which clearly shows the area of the Rezoning, is attached hereto as **Exhibit "B"** and a PUD Land Use Plan (LUP) accompanying the Rezoning, is attached hereto and by this reference are made a part hereof.

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

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

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

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

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

PASSED AND ADOPTED this _____ day of _____, 2026.

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

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.

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 07-22-28-0000-00-083 & 07-22-28-0000-00-053

BEG 330 FT S OF NE COR OF SE1/4 OF NE1/4 TH W 1300 FT S 250 FT E 950 FT N 140 FT E 350 FT N 105 FT TO POB IN SEC 07-22-28

SE1/4 OF NE1/4 OF SEC 7-22-28 LESS SOUTH 12 ACRES & LESS NORTH 165 FT MORE PARTICULARY DESCRIBED AS FOLLOWS COMMENCING AT THE NE CORNER OF THE SE 1/4 OF THE NE 1/4 TH S0-11-33E ALONG THE EAST LINE OF SAID NE 1/4 435 FT TH DEPARTING SAID E LINE TH N89-30-13W 30+/- FT TO W RIGHT OF WAY LINE OF CLARCONA-OCOEE RD & THE POB TH DEPARTING SAID RIGHT OF WAY CONTINUE N89-30-13W 319.93 FT TH S0-15-47E 140.01 FT TH S89-42-37E 319.75 FT TO AFOREMENTIONED W RIGHT OF WAY TH N0-11-33W 138.87 FT TO POB

EXHIBIT "B"

LOCATION MAP

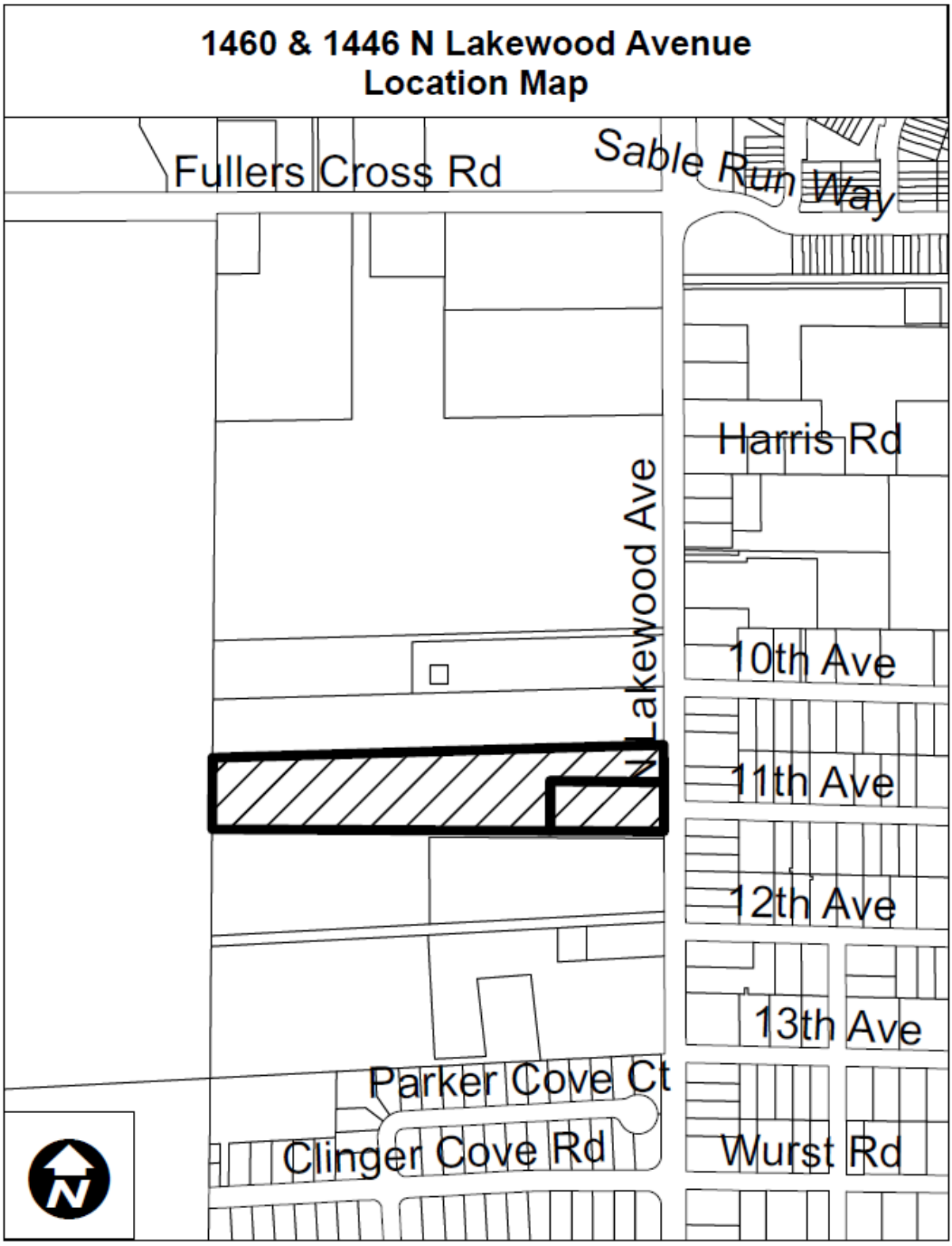


EXHIBIT "C"

PUD LAND USE PLAN (LUP)

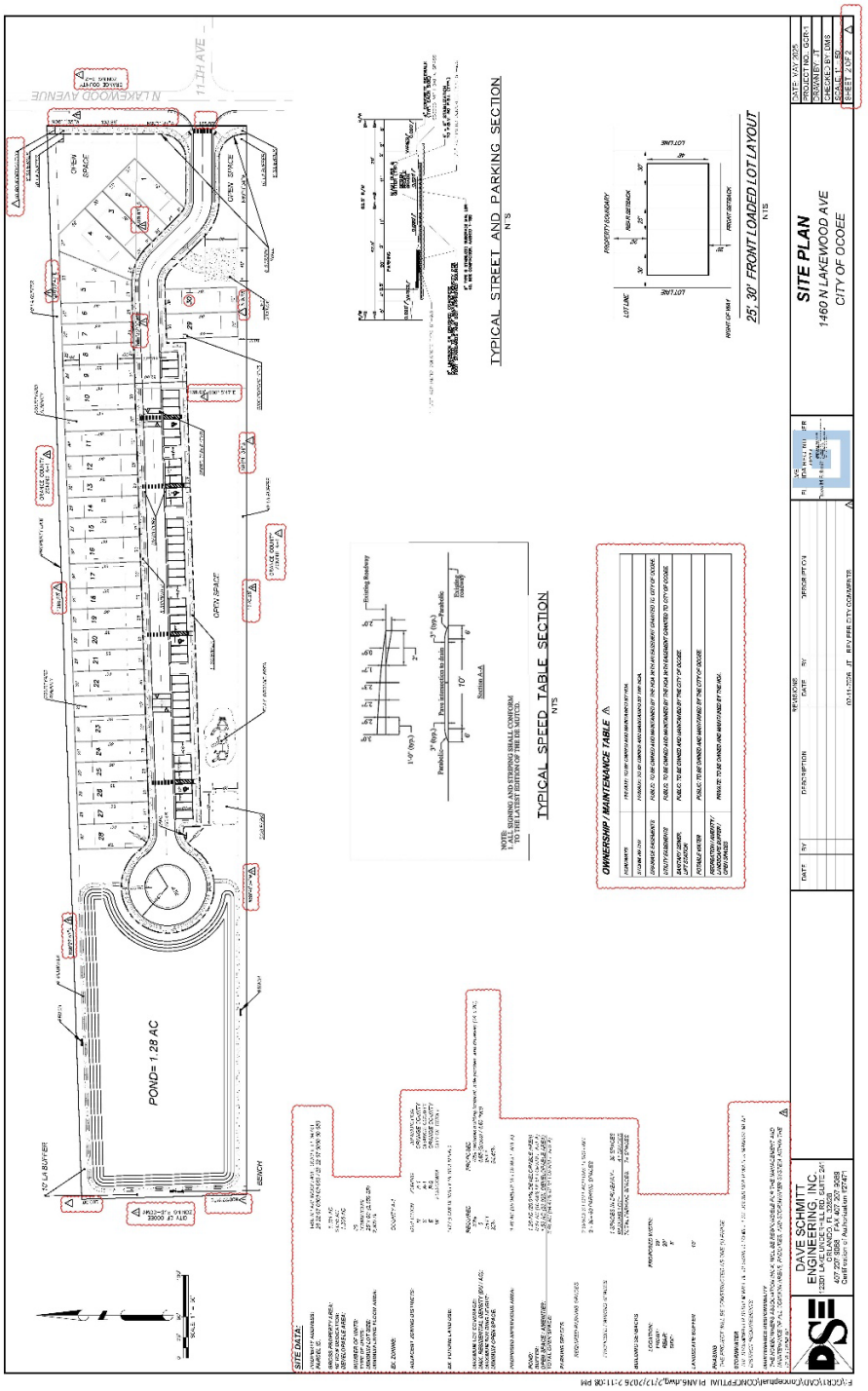


EXHIBIT "B"

LOCATION MAP

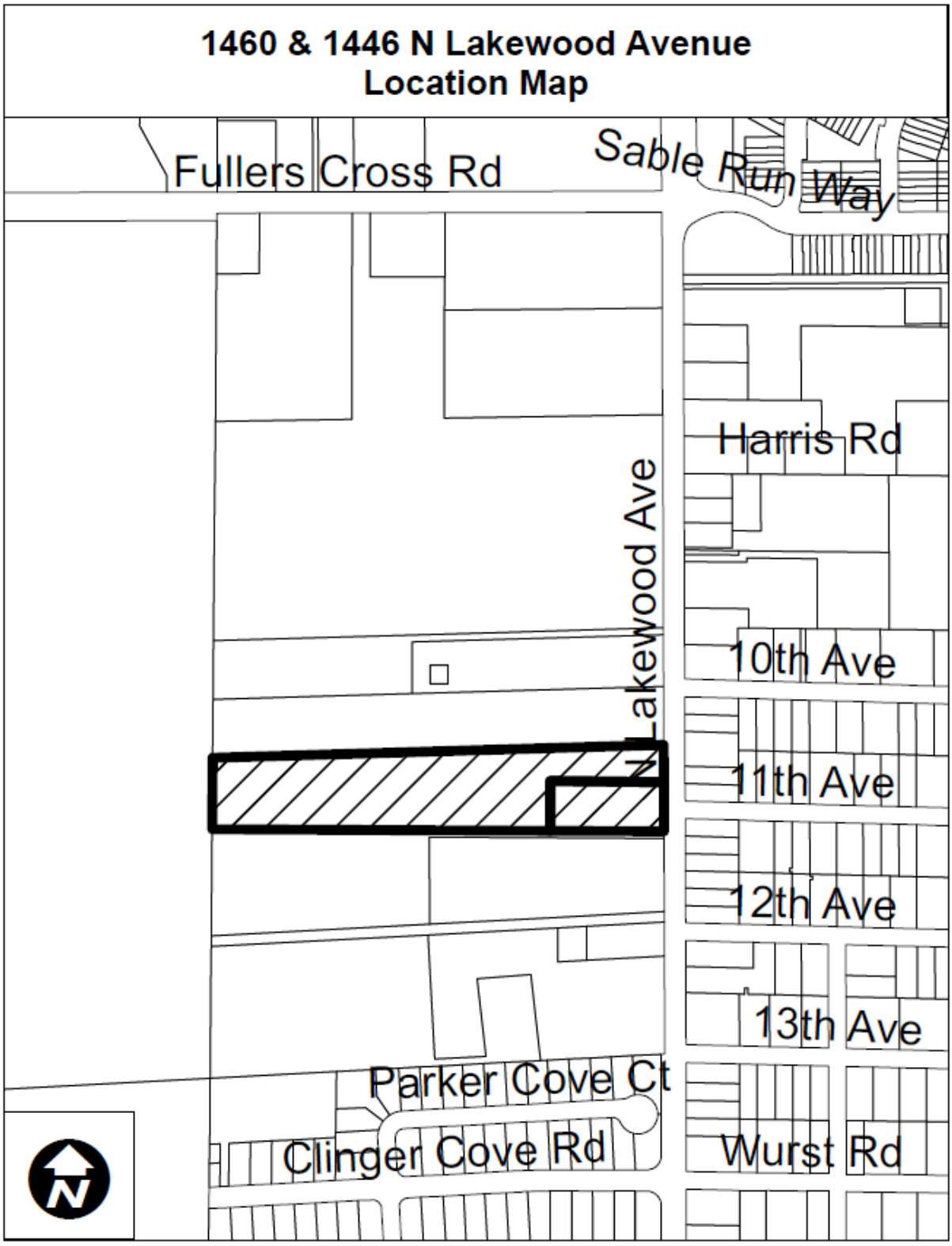
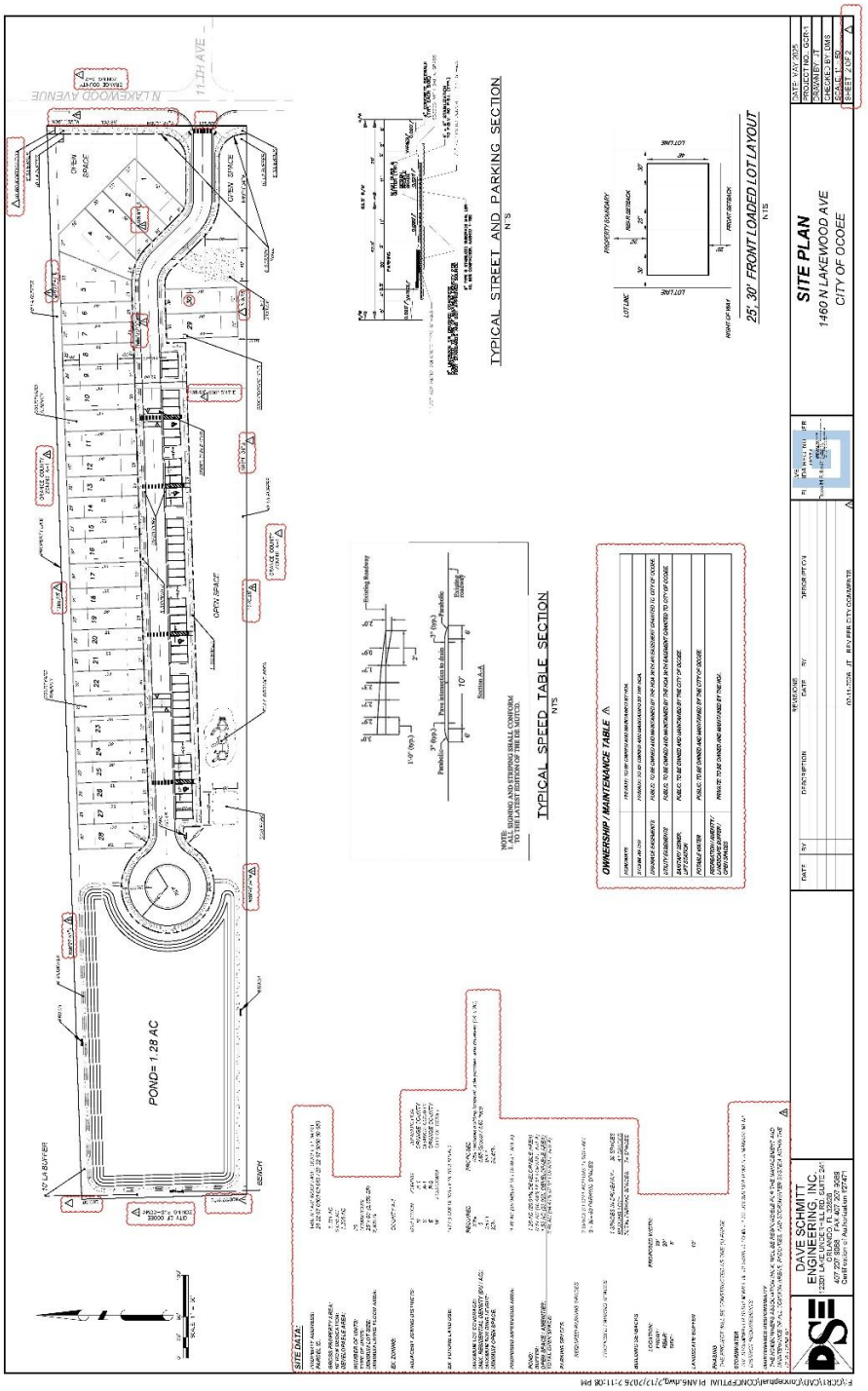


EXHIBIT "C"

PUD LAND USE PLAN (LUP)



CITY OF OCOEE
ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-12-25-09 (SAGE # 2025-0038)
APPLICANT NAME: Dave Schmitt, applicant, representing DS Sunrise Investments LLC (Davenand Persaud), property owner
PROJECT NAME: 1460 AND 1446 N LAKEWOOD AVENUE ANNEXATION

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

I. PLANNING DEPARTMENT	Brett McFarlane, Concurrency and Commitment Coordinator
A. Applicant/Owner	
1. Owner (if different from Applicant)**:**	Davenand Persaud

B. Property Location	
1. General Location:	The properties are located directly west of the intersection of N Lakewood Avenue and 11th Avenue
2. Parcel Identification Number:	07-22-28-0000-00-083 and 07-22-28-0000-00-053
3. Street Addresses:	1460 N. Lakewood Ave and 1446 N. Lakewood Ave
4. Size of Parcels:	6.46 acres

C. Use Characteristics	
1. Existing Use:	1460 N. Lakewood Ave is primarily agricultural grazing pastureland, and 1446 N. Lakewood Ave contains a single-family residence and other accessory structures
2. Proposed use:	The proposed use is a 30-lot single-family attached (townhome) residential subdivision development
3. Density / Intensity:	4.65 DU / AC (Gross) / 4.69 DU / AC (Net)
4. Projected Population:	Unknown

D. Zoning and Land Use	
1. Orange County Future Land Use:	Low Density Residential per JPA FLUM
2. Orange County Zoning:	A-1
3. Existing Ocoee Future Land Use:	Low Density Residential per JPA FLUM
4. Proposed Ocoee Zoning:	Planned Unit Development
E. Consistency	
1. Joint Planning Area:	Yes
2. Comprehensive Plan:	Yes

II. FIRE DEPARTMENT	
1. Within Service Area?	Yes

III. POLICE DEPARTMENT	
1. Within Service Area?	Yes

IV. ECONOMIC VALUE	
1. Property Appraiser Market Value:	$299,000 and $415,107
2. Property Appraiser Taxable Value	$259,778 and $1,482
3. Estimated City Ad Valorem Taxes:	TBD
4. Anticipated Licenses & Permits:	TBD
5. Potential Impact Fees:	TBD
6. Total Project Revenues:	TBD

V. BUILDING DEPARTMENT	
1. Within the 100-year Flood Plain:	No

VI. UTILITIES	
A. Potable Water	
1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes; treatment capacity is reserved after payment of capital fees. The Owner/Developer is responsible for the cost of any utility main extension or upsizing.
3. Extension Needed:	No
4. Location and Size of Nearest Water Main:	A 12" water main is located in front of the property on the west side of N Lakewood Ave.

B. Sanitary Sewer	
1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes; treatment capacity Is reserved after payment of capital fees. The Owner/Developer is responsible for the cost of any utility main extension or upsizing.
3. Extension Needed:	Yes; the Owner/Developer shall construct a private force main to connect to the nearest suitable location on the 8" HDPE force main.
4. Location and Size of Nearest Force Main:	An 8" HDPE force main is located in front of the property on the west side of N Lakewood Ave.
5. Annexation Agreement Needed:	No

C. Other	
1. Utility Easement Needed:	Yes; any public utilities located outside of the City's right-of-way shall be located in a utility easement.
2. Private Lift Station Needed:	Yes
3. Well Protection Area Needed:	Development design shall account for and protect nearby private wells according to local, state, and federal requirements.

VII. TRANSPORTATION	
1. Paved Access:	Yes
2. ROW Dedication:	Approximately 10 ft or 0.055 acres along N Lakewood Ave
3. Traffic Study:	Not required at this time for annexation
4. Traffic Analysis Zone:	N/A

VIII. PRELIMINARY CONCURRENCY EVALUATION	
A. Transportation:	A TIA methodology was provided and will be finalized
B. Parks / Recreation:	TBD
C. Water / Sewer:	At this time, adequate water and sewer capacity exists.
D. Stormwater:	To be provided on-site at the time of development.
E. Solid Waste:	At this time, adequate solid waste capacity exists.
F. Impact Fees:	TBD

IX. SITE SPECIFIC ISSUES All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS

The property will be bordered by the City limits on west side upon annexation; therefore, the annexation of this property will further reduce the existing enclaves within the City limits. No part of the area to be annexed is included within the boundary of another municipality, and the property being annexed will be developed for urban purposes. Therefore, this annexation is consistent with Section 171.043(1) & (2), Florida Statutes.

City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference:
AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 5.44 AND 1.02 ACRES LOCATED AT 1460 & 1446 N LAKEWOOD AVENUE WEST OF N LAKEWOOD AVENUE AND APPROXIMATELY 0.2 MILES NORTH OF THE INTERSECTION OF WURST ROAD AND N LAKEWOOD AVENUE, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATIONS TO BE CONSISTENT WITH THE ENVISION 2045 OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

The applicant is requesting to annex 2 parcel. The properties are 1460 N. Lakewood Avenue (Parcel ID #07-22-28-0000-00-083), which is approximately 5.44 acres in size, and 1446 N. Lakewood Avenue (Parcel ID #07-22-28-0000-00-053), which is approximately 1.02 acres in size. Together, they are approximately 6.46 acres in size. The properties are currently in the County zoned Orange County Citrus Rural District (A-1) and is within the City and County's Joint Planning Area.

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

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY OF OCOEE RESIDENTIAL PUD (PLANNED UNIT DEVELOPMENT) ON CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 5.44 AND 1.02 ACRES LOCATED AT 1460 & 1446 N LAKEWOOD AVENUE WEST OF N LAKEWOOD AVENUE AND APPROXIMATELY 0.2 MILES NORTH OF THE INTERSECTION OF WURST ROAD AND N LAKEWOOD AVENUE, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE ENVISION 2045 OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

The applicant is requesting a rezoning from Orange County Citrus Rural District (A-1) to Planned Unit Development District (PUD) & PUD Land Use Plan (LUP). Per the proposed LUP, the applicant proposes to develop a 30-lot single-family attached (townhome) residential subdivision at a proposed density of 4.7 units per acre. The proposed development provides 34% open space, not including the 1.28-acre retention pond, 44 guest parking spaces, a walking trail, a dog park, and a play area as amenities.

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

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 21

Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: First Reading of Ordinance for the Annual Comprehensive Plan Text Amendment to Adopt Five-Year Schedule of Capital Improvements & Update the Capital Improvement Element (CIE); Project No. CPA-2026-001. (Concurrency & Commitment Coordinator McFarlane)

Background Summary:

Section 163.3177(3)(a), Florida Statutes (F.S.), requires that the Comprehensive Plan contain a Capital Improvements Element (CIE) designed to consider the need for, prioritization, and location of public facilities. The CIE is required to include a Schedule of Capital Improvements (Schedule) that incorporates publicly and privately funded projects necessary to ensure that the adopted level of service standards are achieved and maintained. The schedule shall cover at least a 5-year period. Section 163.3177(3)(b), F.S., requires that the City review, modify, and update the Schedule and Capital Improvements Element on an annual basis. This annual update may be accomplished by ordinance and may not be deemed an amendment to the local comprehensive plan under Section 163.3184, F.S.

CIE Policy 1.1 states that the City shall adopt a Five-Year Capital Improvements Plan (5-Year CIP), which shall include necessary projects, publicly funded projects, and privately funded projects for which the City has no fiscal responsibility, to ensure that the adopted level of service standards are achieved and maintained for the 5-year planning period. CIE Policy 1.3 states that the 5-Year CIP and any corresponding Capital Improvements Element text amendment shall be adopted and transmitted to the State Land Planning Agency annually following adoption of the City Budget. Pursuant to these policies, the City has reviewed its existing public services and facilities, as well as its future needs over the next five (5) years, and prepared a five-year capital improvement plan and budget. The City conducted two (2) public hearings to consider the budget and proposed improvements. The first public hearing was held on September 10, 2025. The second public hearing was held on September 17, 2025, and the FY25-26 and Schedule of Capital Improvements were officially adopted.

This ordinance proposes to amend the Capital Improvements Element to incorporate the capacity capital improvements from the adopted Five-Year Schedule of Capital Improvements. As such, it does not propose any new projects or improvements that have not previously been reviewed and approved by the Ocoee City Commission. This amendment is applicable city-wide. Thus, no maps are included in the staff report.

Issue:

Should the Honorable Mayor and City Commission recommend approval of the proposed ordinance to amend the Capital Improvements Element and update the Five-Year Schedule of Capital Improvements within the

City's Comprehensive Plan in accordance with Section 163.3177(3), Florida Statutes (F.S.), and Policy 1.3 of the Capital Improvements Element?

Recommendations:

Planning & Zoning Commission Recommendation:
The Planning & Zoning Commission, acting as the local Planning Agency (LPA), considered this item at its March 10, 2026, public hearing and recommended approval of the proposed ordinance to amend the Capital Improvements Element and update the Five-Year Schedule of Capital Improvements within the City's Comprehensive Plan in accordance with Section 163.3177(3), Florida Statutes (F.S.), and Policy 1.3 of the Capital Improvements Element.

Staff Recommendation:
Staff recommends that the Honorable Mayor and City Commission recommend approval of the proposed ordinance to amend the Capital Improvements Element and update the Five-Year Schedule of Capital Improvements within the City's Comprehensive Plan in accordance with Section 163.3177(3), Florida Statutes (F.S.), and Policy 1.3 of the Capital Improvements Element.

Attachments:

1. CIE Ordinance
2. Business Impact Estimate

Financial Impacts:

N/A

Type of Item: First Reading Public Hearing

ORDINANCE NO. 2026-_____
(Amendment to Capital Improvements Element of the Comprehensive Plan and Update of the Five-Year Schedule of Capital Improvements)
CASE NO. CPA-2026-001

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 2025, AS AMENDED, IN ORDER TO COMPLY WITH SECTION 163.3177(3), FLORIDA STATUTES; AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee (the "Ocoee City Commission") adopted the City of Ocoee Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes (F.S.), which has been amended from time to time (the "Comprehensive Plan"); and

WHEREAS, pursuant to Section 163.3177(3)(a), F.S., the Comprehensive Plan shall contain a Capital Improvements Element designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities and to include, at a minimum, a five-year schedule of capital improvements which include publicly and privately funded improvements; and

WHEREAS, pursuant to Section 16.3177(3)(b), F.S., the Capital Improvements Element, to include the Five-Year Schedule of Capital Improvements, must be reviewed and updated annually, and such update may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan; and

WHEREAS, pursuant to Section 166.041(3), F.S., on March 10, 2026, the Planning and Zoning Commission held an advertised and publicly noticed public hearing to consider the amendment to the Capital Improvements Element to update the Five-Year Schedule of Capital Improvements; and

WHEREAS, following advertisement and a duly noticed public hearing on the Ordinance, on April 21, 2026, the Ocoee City Commission, in good faith, determined that this Ordinance is in the best interest of the City and its residents and approved the amendment to the Capital Improvements Element to update the Five-Year Schedule of Capital Improvements.

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

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

SECTION 2. **AMENDMENT OF THE COMPREHENSIVE PLAN**. The Ocoee City Commission hereby amends the Capital Improvement Element of the Comprehensive Plan as set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof, with underlines representing additions and strike-throughs representing deletions.

SECTION 3. **TRANSMITTAL**. The City Clerk is hereby authorized to transmit the required copies of the amendment to the City's Capital Improvements Element of the Comprehensive Plan to Florida Commerce in accordance with Section 163.3177(3), Florida Statutes.

SECTION 4. **SEVERABILITY**. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 5. **EFFECTIVE DATE**. This Ordinance shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this _____day of _____, 2026.

By:_____
Rusty Johnson, Mayor

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED BY THE CITY OF OCOEE COMMISSION AT A MEETING HELD ON _____ _____, 20___ UNDER AGENDA ITEM NO. ____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY this ____ day of _____, 20__.

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

Exhibit "A"

The Capital Improvements Element is hereby amended as follows:

> CIE Policy 1.1: The City shall adopt a Five-Year Capital Improvements Plan (5-Year CIP) which shall include necessary projects, publicly funded projects, and privately funded projects for which the City has no fiscal responsibility, to ensure that the adopted level of service standards are achieved and maintained for the 5-year planning period, including projects in the corresponding five (5) years of the City's Water Supply Facilities Work Plan for improving or increasing potable water facility capacities. The current Five-Year Capital Improvements plan (5-Year CIP) is as shown in CIE Figure 1

CIE Figure 1

Capital Improvements: Five-year Plan

CRA Projects

Request Title	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
S. Bluford Complete Street Project	$ 1,942,283.19	$ 4,391,293.49					$ 14,351,915.68
Story Road Widening					$ 1,500,000.00	$ 20,000,000.00	$ 21,500,000.00
Old Winter Garden Road Extension & Maguire Intersection Improvements		$ 560,000.00	$ 500,000.00	$ 4,000,000.00			$ 5,890,617.00
Maguire Road Phase 5		$ 3,000,000.00	$ 3,000,000.00				$ 6,450,000.00
N. Blackwood Avenue Streetscape & Roundabouts		$ 2,500,000.00					$ 3,000,000.00
Grand Total	**$ 1,942,283.19**	**$ 10,451,293.49**	**$ 3,500,000.00**	**$ 4,000,000.00**	**$ 1,500,000.00**	**$ 20,000,000.00**	**$ 51,192,532.68**

Major Equipment

Request Title	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
FIRE ENGINE	$ 950,000.00						$ 950,000.00
Grand Total	**$ 950,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 950,000.00**

Parks & Recreation

Request Title	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
Pickleball Court Lights	$ 40,000.00						$ 40,000.00
Pickleball Courts		$ 500,000.00					$ 500,000.00
Cemetery Improvements			$ 200,000.00				$ 200,000.00
Vignetti Ballfield Lights		$ 400,000.00					$ 400,000.00
Synthetic Turf Renovation					$ 750,000.00		$ 750,000.00
Central Park Renovation				$ 250,000.00			$ 250,000.00
Bulldogs Field Synthetic Turf		$ 1,000,000.00					$ 1,000,000.00
Sorenson Ballfield Lights	$ 200,000.00						$ 200,000.00
Sorenson Fencing	$ 40,000.00						$ 40,000.00
Freedom Park Playground	$ 150,000.00						$ 150,000.00
Bulldogs Field Lights		$ 90,000.00					$ 90,000.00
Parkside Coventry Basketball Court	$ 25,000.00						$ 25,000.00
Park Signage	$ 100,000.00						$ 100,000.00
Playground Shade	$ 100,000.00						$ 100,000.00
Ocoee Crown Point PUD Lake Apopka Waterside Park	$ 357,000.00	$ 2,193,600.00	$ 2,193,600.00				$ 4,994,200.00
Grand Total	**$ 1,012,000.00**	**$ 4,183,600.00**	**$ 2,393,600.00**	**$ 250,000.00**	**$ 750,000.00**	**$ -**	**$ 8,839,200.00**

Road Operations

Request Title	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
Pine Street ROW Improvement and Construction	$ 375,000.00	$ 150,000.00	$ 3,750,000.00				$ 4,275,000.00
Traffic Signal Upgrade at Maguire and Roberson	$ 47,000.00						$ 47,000.00
Controller Cabinet Upgrade - Clarke and White	$ 55,000.00						$ 55,000.00
Traffic Signal Upgrade at McKey and Bluford	$ 105,000.00						$ 105,000.00
Bluford Gateway Streetscape - Supplemental to Job P000404	$ 1,400,000.00						$ 1,400,000.00
Bluford Complete Street Project - Addtl to P000362	$ 114,000.00						$ 114,000.00
Grand Total	**$ 2,096,000.00**	**$ 150,000.00**	**$ 3,750,000.00**	**$ -**	**$ -**	**$ -**	**$ 5,996,000.00**

Stormwater

Request Title	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
Ocoee Hills Apricot Drainage Pipe Replacement	$ 350,000.00						$ 350,000.00
Small Wheel Loader	$ 250,000.00						$ 250,000.00
Full Size Dump Truck	$ 285,000.00						$ 285,000.00
Replacement Kenworth T880 (or similar) Dump Truck	$ 285,000.00						$ 285,000.00
Grand Total	**$ 1,170,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,170,000.00**

Utilities

Request Title	FY2026	FY2027	FY2028	FY2029	FY2030	Future	Total
North Reclaimed Service Area Repump Facility Design	$ 1,992,065.00						$ 1,992,065.00
Bluford Streetscape Phase 2 Sewer	$ 1,000,000.00						$ 1,000,000.00
Taylor / Kissimmee (sewer expansion)	$ 75,000.00						$ 75,000.00
Clark Road FM relocation additional funding Job # P000339	$ 300,000.00						$ 300,000.00
Wastewater Field - Lakewood Gravity Sewer Wurst Road to Rewis St (P000435) Additional Funding	$ 1,000,000.00						$ 1,000,000.00
Sewer/Reclaimed Line Upsize Associated with Development	$ 75,000.00						$ 75,000.00
Vehicle 815 Replacement Vac Truck	$ 580,000.00						$ 580,000.00
Clinger Cove Force Main Upgrade	$ 145,855.00						$ 145,855.00
Forest Oaks Water Plant Above Ground Assembly	$ 972,405.00						$ 972,405.00
AMI Tower replacement	$ 78,000.00						$ 78,000.00
Annual Waterline Replacement and Extensions	$ 350,000.00						$ 350,000.00
Water Line Upsizing Associated with Development	$ 150,000.00						$ 150,000.00
Grand Total	**$ 6,718,325.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 6,718,325.00**

City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference:
AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 2025, AS AMENDED, IN ORDER TO COMPLY WITH SECTION 163.3177(3), FLORIDA STATUTES; AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

This ordinance proposes to amend the Capital Improvements Element to incorporate the capacity capital improvements from the adopted Five-Year Schedule of Capital Improvements.

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

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 22

Contact Name: Bryan Pace
Contact Number: Ext. 3356

Department Director:
City Manager: Craig Shadrix

Subject: First Reading of Ordinance Amending the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund. (Pension Board Attorney Herrera)

Background Summary:

The Pension Board for the City of Ocoee Police Officers' and Firefighters' Retirement Trust Fund is governed by ordinance. The Board's actuaries and consultants, Foster & Foster, have reviewed the proposed ordinance that would amend and fully restate Ordinance 2010-019. Foster & Foster concluded that adopting the proposed ordinance will not affect the assumptions used to determine the program's funding requirements.

Please see attached letters from the Board's attorneys, Sugarman, Susskind, Braswell & Herrera, and from the Board's actuaries and consultants, Foster & Foster.

Issue:

Should the Honorable Mayor and City Commission approve the proposed Ordinance Amending and Restating the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund?

Recommendations:

The Pension Board Trustees recommend the Honorable Mayor and City Commission approve the proposed Ordinance Amending and Restating the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund.

Attachments:

1. No Impact Letter
2. List of Restatement Changes - P & F
3. Ordinance
4. Business Impact Estimate

Financial Impacts:

No financial impact as stated by Foster & Foster Actuarial Consultant.

Type of Item: First Reading

June 25, 2025

VIA EMAIL

Board of Trustees
City of Ocoee
Police Officers' and Firefighters' Pension Board
c/o Ms. Tiffany Fair, Plan Administrator
2503 Del Prado Blvd. S., Suite 502
Cape Coral, FL 33904

Re: City of Ocoee Police Officers' and Firefighters' Retirement Trust Fund

Dear Board:

We have reviewed the proposed ordinance restating the Plan and we have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed ordinance to each of the following offices:

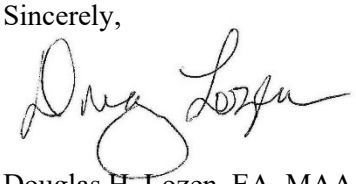
Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen, EA, MAAA

SUGARMAN, SUSSKIND, BRASWELL & HERRERA
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

Robert A. Sugarman ♦
Howard S. Susskind
D. Marcus Braswell, Jr.
Pedro A. Herrera
Kenneth R. Harrison, Sr.
Madison J. Levine
Veronica Ucros

David E. Robinson
Jose Javier Rodriguez
Of Counsel

150 Alhambra Circle
Suite 725
Coral Gables, Florida 33134
(305) 529-2801
Toll Free (800) 329-2122
Facsimile (305) 447-8115

♦ Board Certified Labor & Employment Lawyer

MEMORANDUM

TO: Board of Trustees

FROM: Pedro A. Herrera, Sugarman, Susskind, Braswell & Herrera, P.A.

DATE: October 2, 2025

RE: List of Amendments to Restatement – City of Ocoee Municipal Police Officers' & Firefighters' Retirement Trust Fund

We are pleased to provide you with the following list of amendments to the City of Ocoee Municipal Police Officers' & Firefighters' Retirement Trust Fund contained within the attached restatement of the plan document.

City of Ocoee Municipal Police Officers' & Firefighters' Retirement Trust Fund

Ordinance No. 2010-019 is being amended and restated in full by supplanting the document attached thereto and made a part thereof by the document attached to the present ordinance, which modifies the former as follows:

Section 1 – The effective date is being modified to show that the effective date of the restatement is the date of enactment of this ordinance.

Section 2 – Definitions. The following definitions in Section 2 are being amended as follows:

- Actuarially Equivalent – Replaces reference to specific mortality table by reference to mortality table recommended by Board actuary and adopted by Board. The change will prevent the need for new ordinance upon each change of mortality table;
- Beneficiary – Clarifies the definition of beneficiary;
- Credited Service – Simplifies the definition of Credited Service by moving some of the substantive information to the operative sections of the plan;
- Firefighter – Modifies the definition of Firefighter by update the reference therein to Florida Statutes;

- Spouse—Updates the definition of spouse in accordance with applicable law;

Section 3 – Finances and Fund Management:
- Paragraph 3 – modifies the current text to reflect current custody of assets;
- Paragraph 6(B)(2) – removes superfluous text;
- Paragraph 6(B)(3) – updates legal references to IRS guidance relating to investment types;
- Paragraph 6(C) – removes superfluous text;
- Paragraph 6(E) – removes superfluous text;
- Paragraph 6(J) – updates language relating to overpayments to reflect current law;

Section 5 – Contributions
- Subsection 1, Member Contributions – removes Paragraph B;

Section 6 – Benefit Amounts and Eligibility
- Subsection 2, Normal Retirement Benefit – updates provision in accordance with benefit changes adopted in ordinances passed since previous restatement;
- Subsection 4, Early Retirement Benefit – amends Paragraph B to reflect exact language of Chapters 175 and 185, Florida Statutes;
- Subsection 6, Required Distribution Date – removes language from this Subsection and integrates it into newly created Section relating to Internal Revenue Code Compliance;

Section 7 – Pre-Retirement Death
- Subsection 2 – modifies the duration of the spousal pre-retirement death benefit to reflect current Internal Revenue Code requirements;

Section 8 – Disability
- modifies the Section generally to reflect benefit changes adopted through collective bargaining, as well as legislative changes;

Section 9 – Vesting
- modifies the Section generally to reflect vesting changes adopted through collective bargaining;

Section 10 – Optional Forms of Benefits
- Subsection 7—modifies the rules relating to immediate pay-out of small benefit amounts to reflect current provisions of Chapters 175 and 185;

Section 16 – Minimum Distribution of Benefits
- updates the Section to reflect changes to Internal Revenue Code relating to required beginning date of distributions;

Section 21 – Forfeiture of Pensions

- clarifies the intent of the Section by adding reference to Section 112.3173, Florida Statutes;

Section 27 – Deferred Retirement Option Plan

- updates the provision to reflect changes adopted through collective bargaining relating to the maximum period of DROP participation and to returns on DROP accounts.

Section 30 –Supplemental Benefit Component for Special Benefits; Chapters 175 and 185 Share Accounts

- updates the provision to reflect changes adopted through collective bargaining relating to vesting requirements.

We remain at your disposal to respond to any questions that you might have.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE CITY OF OCOEE MUNICIPAL POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT TRUST FUND; AMENDING ORDINANCE NUMBER 2010-019, AS SUBSEQUENTLY AMENDED; PROVIDING FOR THE RESTATEMENT OF THE CITY OF OCOEE MUNICIPAL POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT TRUST FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

SECTION 1: Authority. The City Commission of the City of Ocoee has the authority to adopt this ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

SECTION 2: The Board of Trustees of THE CITY OF OCOEE MUNICIPAL POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT TRUST FUND has recommended the restatement of the Trust Fund for the purposes of integrating into a single document the numerous amendments that have been adopted since the last restatement thereof.

SECTION 3. That the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund, restated by Ordinance No. 2010-019, and subsequently amended in present ordinance numbers 2013-014, 2013-015, 2014-018, 2017-016, 2017-032, 2020-002, 2020-025, 2023-005, and 2024-007, adopted by the City Commission of the City of Ocoee, is hereby amended and restated in full as set forth in the CITY OF OCOEE MUNICIPAL POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT TRUST FUND, a copy of which is attached hereto, and by this reference made a part hereof. Underlining represents additions, strikethroughs represent deletions.

SECTION 4. Repeal of Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. Severability. In the event any section, subsection, paragraph, sentence, clause, phrase or word of this ordinance shall be held invalid by a court of competent jurisdiction, then such invalidity shall not affect the remaining portions hereof.

SECTION 6. Effective Date. This Ordinance shall become effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

PASSED AND ADOPTED this ____ day of _____, 2025.

ATTEST:

_____
MELANIE SIBBITT
CITY CLERK

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
RUSTY JOHNSON, MAYOR

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

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA

APPROVED AS TO FORM AND LEGALITY
THIS _____ day of _____, 2025.

By: _____
Richard Geller, City Attorney

CITY OF OCOEE

MUNICIPAL POLICE OFFICERS' AND FIREFIGHTERS'

RETIREMENT TRUST FUND

SECTION 1. DEFINITIONS.

As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Accumulated Contributions means a Member's own contributions without interest. For those Members who purchase Credited Service with interest or at no cost to the System, only that portion of any payment representing interest and any required actuarially calculated payments for the purchase of such Credited Service, shall be included in Accumulated Contributions.

Actuarial Equivalent means a benefit or amount of equal value, based upon ~~the RP2000 Combined Healthy Unisex Mortality Table and an interest rate equal to the investment return assumption set forth in the last actuarial valuation report approved by the Board. This definition may only be amended by the City pursuant to the recommendation of the Board using assumptions adopted by the Board with the advice of the plan's actuary, such that actuarial assumptions are not subject to City discretion~~ the mortality table and interest rate adopted by the Board upon the recommendation of the Actuary, which table and rate shall be set forth in the actuarial valuation report and in the minutes of the meeting at which any change was adopted by the Board.

Average Final Compensation means one-twelfth (1/12) of the average Salary of the five (5) best years of the last ten (10) years of Credited Service prior to Retirement, termination, or death, or the career average as a full-time Police Officer or Firefighter, whichever is greater. A year shall be twelve (12) consecutive months.

Beneficiary means the person or persons entitled to receive benefits hereunder at the death of a Member who has or have been designated in writing by the Member and filed with the Board. If no such designation is in effect, or if no person so designated is living, at the time of death of the Member, the Beneficiary shall be the estate of the Member.

Board means the Board of Trustees, which shall administer and manage the System herein provided and serve as trustees of the Fund.

City means City of Ocoee, Florida.

Code means the Internal Revenue Code of 1986, as amended from time to time.

Credited Service means the total number of years and fractional parts of years of service as a Police Officer or Firefighter with Member contributions, when required, omitting intervening years or fractional parts of years when such Member was not

employed by the City as a Police Officer or Firefighter. The rights to credited service under the System of any Member who leaves the employ of the Police or Fire Department for any cause other than death or retirement prior to satisfying the requirements for Early or Normal Retirement, shall be determined in accordance with Section 9 hereof.

The years or fractional parts of a year that a Member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353) after separation from employment as a Police Officer or Firefighter with the City to perform training or service, shall be added to his or her years of Credited Service for all purposes, including vesting, provided that:

A. The Member is entitled to reemployment under the provisions of USERRA.

B. The Member returns to his or her employment as a Police Officer or Firefighter within one (1) year from the earlier of the date of his or her military discharge or his or her release from service, unless otherwise required by USERRA.

C. The maximum credit for military service pursuant to this paragraph shall be five (5) years.

D. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of Credited Service either during each Plan Year of a Member's employment with the City or in the Plan Year in which the Member terminates employment.

In the event that a Member of this System has also accumulated Credited Service in another pension system maintained by the City, then such other Credited Service shall

be used in determining vesting as provided for in Section 9, and for determining eligibility for early or normal retirement. Such other Credited Service will not be considered in determining benefits under this System. Only his or her Credited Service and Salary under this System on or after his or her date of membership in this System will be considered for benefit calculation. In addition, any benefit calculation for a Member of this System who is or becomes eligible for a benefit from this System after he or she has become a member of another pension system maintained by the City, shall be based upon the Member's Average Final Compensation, Credited Service and benefit accrual rate as of the date the Member ceases to be a Police Officer or Firefighter.

Firefighter means an actively employed full-time person employed by the City, including his or her initial probationary employment period, who is certified as a Firefighter as a condition of employment in accordance with the provisions of §633.408, Florida Statutes, and whose duty it is to extinguish fires, to protect life and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

Fund means the trust fund established herein as part of the System.

Member means an actively employed Police Officer or Firefighter who fulfills the prescribed membership requirements. Benefit improvements which, in the past, have been provided for by amendments to the System adopted by City ordinance, and any benefit improvements which might be made in the future shall apply prospectively and shall not apply to Members who terminate employment or who retire prior to the effective date of any ordinance adopting such benefit improvements, unless such ordinance specifically provides to the contrary.

Plan Year means the twelve (12) month period beginning October 1 and ending September 30 of the following year.

Police Officer means an actively employed full-time person, employed by the City, including his or her initial probationary employment period, who is certified as a Police Officer as a condition of employment in accordance with the provisions of §943.1395, Florida Statutes, who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, traffic, or highway laws of the State of Florida.

Retiree means a Member who has entered Retirement Status.

Retirement means a Member's separation from City employment with eligibility for immediate receipt of benefits under the System.

Salary means the total compensation for services rendered to the City as a Police Officer or Firefighter reported on the Member's W-2 form, plus all tax deferred or tax

sheltered items of income derived from elective employee payroll deductions or salary reductions, excluding pay for police officers' extra duty details and employers contribution into the Voluntary Employee Benefit Account (VEBA).Any paid time off unused at the time of termination of employment with the City of Ocoee as a Police Officer or Firefighter will not be used in the pension credit calculation. For service earned on or after October 1, 2012, Salary shall not include more than three hundred (300) hours of overtime per calendar year. Provided however, in any event, payments for overtime in excess of three hundred (300) hours per year accrued as of October 1, 2012 and attributable to service earned prior to the October 1, 2012, may still be included in Salary for pension purposes even if the payment is not actually made until on or after October 1, 2012. Compensation in excess of the limitations set forth in Section 401(a)(17) of the Code as of the first day of the Plan Year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any Plan Year beginning on or after January 1, 2002, may not exceed $200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a Member's contributions or benefits for the current Plan Year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a Member before the first Plan Year beginning after December 31, 1995.

Spouse means the Member's or Retiree's spouse under applicable law at the time benefits become payable.

System means the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund as contained herein and all amendments thereto.

SECTION 2. MEMBERSHIP.

1. Conditions of Eligibility.

All Police Officers and Firefighters as of October 1, 1991, and all future new Police Officers and Firefighters, shall become Members of this System as a condition of employment.

2. Membership.

Each Police Officer or Firefighter shall complete a form prescribed by the Board providing for the designation of a Beneficiary or Beneficiaries.

SECTION 3. BOARD OF TRUSTEES.

1. The sole and exclusive administration of and responsibility for the proper operation of the System and for making effective the provisions of this ordinance are hereby vested in a Board of Trustees. The Board of Trustees is hereby designated as the plan administrator. The Board shall consist of five (5) Trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the City, who shall be appointed by the Ocoee City Commission, and two of whom shall be Members of the System, one of whom ~~who~~ shall be elected by a majority of the Police Officers ~~and Firefighters~~ who are Members of the System and one of whom shall be elected by the Firefighters who are Members of the System. The fifth Trustee shall be chosen by a majority of the previous four Trustees as provided for herein, and such person's name shall be submitted to the Ocoee City Commission. Upon receipt of the fifth person's name, the Ocoee City Commission shall, as a ministerial duty, appoint such person to the Board of Trustees as its fifth Trustee. The fifth Trustee shall have the same rights as each of the other four Trustees appointed or elected as herein provided and shall serve a four (4) year term unless he or she sooner vacates the office. Each resident Trustee shall serve as Trustee for a period of four (4) years, unless he or she sooner vacates the office or is sooner replaced by the Ocoee City Commission at whose pleasure he or she shall serve. Each Member Trustee shall serve as Trustee for a period of four (4) years, unless he or she sooner leaves the employment of the City as a Police Officer or Firefighter or otherwise vacates his or her office as Trustee, whereupon a successor shall be chosen in the same manner as the departing Trustee. Each Trustee may succeed himself in office. DROP participants can be elected as but not vote for elected trustees. The Board shall establish and administer the nominating and election procedures for each election. The Board shall meet at least quarterly each year. The Board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

2. The Trustees shall, by a majority vote, elect a Chairman and a Secretary. The Secretary of the Board shall keep a complete minute book of the actions, proceedings, or hearings of the Board. The Trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by law.

3. Each Trustee shall be entitled to one vote on the Board. Three (3) affirmative votes shall be necessary for any decision by the Trustees at any meeting of the Board. A Trustee shall have the right to recuse himself from voting as the result of a conflict of interest provided that Trustee states in writing the nature of the conflict.

4. The Board shall engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the System. The compensation of all persons engaged by the Board and all other expenses of the Board necessary for the operation of the System shall be paid from the Fund at such rates and in such amounts as the Board shall agree.

5. The duties and responsibilities of the Board shall include, but not necessarily be limited to, the following:

A. To construe the provisions of the System and determine all questions arising thereunder.

B. To determine all questions relating to eligibility and membership.

C. To determine and certify the amount of all retirement allowances or other benefits hereunder.

D. To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the System.

E. To distribute to Members, at regular intervals, information concerning the System.

F. To receive and process all applications for benefits.

G. To authorize all payments whatsoever from the Fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the System and Fund.

H. To have performed actuarial studies and valuations, at least as often as required by law, and make recommendations regarding any and all changes in the provisions of the System.

I. To perform such other duties as are required to prudently administer the System.

SECTION 4. FINANCES AND FUND MANAGEMENT.

Establishment and Operation of Fund.

1. As part of the System, there exists the Fund, into which shall be deposited all of the contributions and assets whatsoever attributable to the System, including the assets of any prior Municipal Police Officers' and Firefighters' Retirement Trust Fund.

2. The actual custody and supervision of the Fund (and assets thereof) shall be vested in the Board. Payment of benefits and disbursements from the Fund shall be made by the disbursing agent but only upon written authorization from the Board.

3. ~~All funds of the Municipal Police Officers' and Firefighters' Retirement Trust Fund may be deposited by the Board with the Finance Director of the City, acting in a ministerial capacity only, who shall be liable in the same manner and to the same extent as he or she is liable for the safekeeping of funds for the City. However, any funds so deposited with the Finance Director of the City shall be kept in a separate fund by the Finance Director or clearly identified as such funds of the Municipal Police Officers' and Firefighters' Retirement Trust Fund.~~ The Board shall deposit the funds of the Municipal Police Officers' and Firefighters' Retirement Trust Fund in a qualified public depository as defined in §280.02, Florida Statutes, which depository with regard to such funds shall conform to and be bound by all of the provisions of Chapter 280, Florida Statutes. In order to fulfill its investment responsibilities as set forth herein, the Board may retain the services of a custodian bank, an investment advisor registered under Investment Advisors Act of 1940 or otherwise exempt from such required registration, an insurance company, or a combination of these, for the purposes of investment decisions and management. Such investment manager shall have discretion, subject to any guidelines as prescribed by the Board, in the investment of all Fund assets.

4. All funds and securities of the System may be commingled in the Fund, provided that accurate records are maintained at all times reflecting the financial composition of the Fund, including accurate current accounts and entries as regards the following:

A. Current amounts of Accumulated Contributions of Members on both an individual and aggregate account basis, and

B. Receipts and disbursements, and

C. Benefit payments, and

D. Current amounts clearly reflecting all monies, funds and assets whatsoever attributable to contributions and deposits from the City, and

E. All interest, dividends and gains (or losses) whatsoever, and

F. Such other entries as may be properly required so as to reflect a clear and complete financial report of the Fund.

5. An audit shall be performed annually by a certified public accountant for the most recent fiscal year of the City showing a detailed listing of assets and a statement of all income and disbursements during the year. Such income and disbursements must be reconciled with the assets at the beginning and end of the year. Such report shall reflect a complete evaluation of assets on both a cost and market basis, as well as other items normally included in a certified audit.

6. The Board shall have the following investment powers and authority:

A. The Board shall be vested with full legal title to said Fund, subject, however, and in any event to the authority and power of the Ocoee City Commission to amend or terminate this Fund, provided that no amendment or Fund termination shall ever result in the use of any assets of this Fund except for the payment of regular expenses and benefits under this System, except as otherwise provided herein. All contributions from time to time paid into the Fund, and the income thereof, without distinction between principal and income, shall be held and administered by the Board or its agent in the Fund and the Board shall not be required to segregate or invest separately any portion of the Fund.

B. All monies paid into or held in the Fund shall be invested and reinvested by the Board and the investment of all or any part of such funds shall be subject to the following:

(1) Notwithstanding any limitation provided for in Chapter 185 and 175, Florida Statutes to the contrary (unless such limitation may not be amended by local ordinance) or any limitation in prior city ordinances to the contrary, all monies paid into or held in the Fund may be invested and reinvested in such securities, investment vehicles or property wherever situated and of whatever kind, as shall be approved by the Board, including but not limited to common or preferred stocks, bonds, and other evidences of indebtedness or ownership. In no event, however, shall more than twenty-five percent of the assets of the Fund at market value be invested in foreign securities.

(2) The Board shall develop and adopt a written investment policy statement setting forth permissible types of investments, goals and objectives of investments and setting quality and quantity limitations on investments in accordance with the recommendations of its investment consultants. ~~The investment policy statement shall be reviewed by the Board at least annually~~.

(3) In addition, the Board may, upon recommendation by the Board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, ~~and~~ Revenue Ruling 2011-1, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective

investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account or separate tax favored account maintained by an insurance company that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or Plan.

(a) Any collective or common group trust to which assets of the fund are transferred pursuant to subsection (3) shall be adopted by the board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.

(b) The separate account maintained by the group trust for the plan pursuant to subsection (3) shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the plan.

(c) For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.

C. At least once every three (3) years, and more often as determined by the Board, the Board shall retain a professionally qualified independent consultant, as defined in Sections 175.071 and 185.06, Florida Statutes, to evaluate the performance of all current investment managers and make recommendations regarding the retention of all such investment managers. ~~These recommendations shall be considered by the Board at its next regularly scheduled meeting.~~

D. The Board may retain in cash and keep unproductive of income such amount of the Fund as it may deem advisable, having regard for the cash requirements of the System.

E. Neither the Board nor any Trustee shall be liable for the making, retention or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the Fund, except ~~that due to his or its own negligence, willful misconduct or lack of good faith~~ as provided by law.

F. The Board may cause any investment in securities held by it to be registered in or transferred into its name as Trustee or into the name of such nominee as it may direct, or it may retain them unregistered and in form permitting transferability, but the books and records shall at all times show that all investments are part of the Fund.

G. The Board is empowered, but is not required, to vote upon any stocks, bonds, or securities of any corporation, association, or trust and to give general or specific proxies or powers of attorney with or without power of substitution; to participate in mergers, reorganizations, recapitalizations, consolidations, and similar transactions with respect to such securities; to deposit such stock or other securities in any voting trust or any protective or like committee with the Trustees or with depositories designated thereby; to amortize or fail to amortize any part or all of the premium or discount resulting from the acquisition or disposition of assets; and generally to exercise any of the powers of an owner with respect to stocks, bonds, or other investments comprising the Fund which it may deem to be to the best interest of the Fund to exercise.

H. The Board shall not be required to make any inventory or appraisal or report to any court, nor to secure any order of court for the exercise of any power contained herein.

I. Where any action which the Board is required to take or any duty or function which it is required to perform either under the terms herein or under the general law applicable to it as Trustee under this ordinance, can reasonably be taken or performed only after receipt by it from a Member, the City, or any other entity, of specific information, certification, direction or instructions, the Board shall be free of liability in failing to take such action or perform such duty or function until such information, certification, direction or instruction has been received by it.

J. Any overpayments or underpayments from the Fund to a Member, Retiree or Beneficiary caused by errors of computation shall be ~~adjusted with interest at a rate per annum approved by the Board in such a manner that the Actuarial Equivalent of the benefit to which the Member, Retiree or Beneficiary was correctly entitled to, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Underpayments shall be made up from the Fund in a prudent manner~~ resolved in accordance with applicable law.

K. The Board shall sustain no liability whatsoever for the sufficiency of the Fund to meet the payments and benefits herein provided for.

L. In any application to or proceeding or action in the courts, only the Board shall be a necessary party, and no Member or other person having an interest in the Fund shall be entitled to any notice or service of process. Any judgment entered in such a proceeding or action shall be conclusive upon all persons.

M. Any of the foregoing powers and functions reposed in the Board may be performed or carried out by the Board through duly authorized agents, provided that the Board at all times maintains continuous supervision over the acts of any such agent; provided further, that legal title to said Fund shall always remain in the Board.

SECTION 5. CONTRIBUTIONS.

1. Member Contributions.

A. Amount. Each Member of the System shall be required to make regular contributions to the Fund. Effective September 17, 2013, Police Officer Members and Firefighter Members shall make contributions in the amount of eight percent (8%) of his or her Salary. Member contributions withheld by the City on behalf of the Member shall be deposited with the Board immediately after each pay period. The contributions made by each Member to the Fund shall be designated as employer contributions pursuant to §414(h) of the Code. Such designation is contingent upon the contributions being excluded from the Members' gross income for Federal Income Tax purposes. For all other purposes of the System, such contributions shall be considered to be Member contributions.

~~B. Method. Such contributions shall be made by payroll deduction.~~

2. State Contributions.

Any monies received or receivable by reason of laws of the State of Florida, for the express purpose of funding and paying for retirement benefits for Police Officers and Firefighters of the City shall be deposited in the Fund comprising part of this System immediately and under no circumstances more than five (5) days after receipt by the City.

3. City Contributions.

So long as this System is in effect, the City shall make quarterly contributions to the Fund in an amount equal to the required City contribution, as shown by the applicable actuarial valuation of the System, but in any event, not less than twelve percent (12%) of the payroll of the bargaining unit Members.

4. Other.

Private donations, gifts and contributions may be deposited to the Fund, but such deposits must be accounted for separately and kept on a segregated bookkeeping basis. Funds arising from these sources may be used only for additional benefits for Members, as determined by the Board, and may not be used to reduce what would have otherwise been required City contributions.

SECTION 6. BENEFIT AMOUNTS AND ELIGIBILITY.

1. Normal Retirement Age and Date.

A Member's normal retirement age is the earlier of the completion of twenty-five (25) years of Credited Service, regardless of age, or the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member ~~retires from the City after attaining~~ attains normal retirement age.

2. Normal Retirement Benefit.

A. Firefighter Members.

(1) For ~~Member's~~ Members hired prior to October 1, 2015 a Member retiring hereunder on or after his or her normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his or her Retirement and be continued thereafter during the Member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal three and one-half percent (3.5%) of Average Final Compensation, for each year of Credited Service, up to a maximum benefit not to exceed ninety-one percent (91%) of Average Final

Compensation of the Member hired on or after October 1, 2012.

(2) For ~~Member's~~ Members hired on or after October 1, 2015 a Member retiring hereunder on or after his or her normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his or her Retirement and be continued thereafter during the Member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal three and one quarter percent (3.25%) of Average Final Compensation, for each year of Credited Service~~, up to a maximum benefit not to exceed eighty-one and one quarter percent (81.25%)~~ of Average Final Compensation.

B. Police Officer Members.

(1) For ~~Member's~~ Members hired prior to May 16, 2017 a Member retiring hereunder on or after his or her normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his or her Retirement and be continued thereafter during the Member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal three and one-half percent (3.5%) of Average Final Compensation, for each year of Credited Service, up to a maximum benefit not to exceed ninety-one percent (91%) of Average Final Compensation of the Member hired on or after October 1, 2012.

(2) For ~~Member's~~ Members hired on or after May 16, 2017 a Member retiring hereunder on or after his or her normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his or her Retirement and be continued thereafter during the Member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal three and one quarter percent (3.25%) of Average Final Compensation, for each year of Credited Service, up to a maximum benefit not to exceed eighty-one and one quarter percent (81.25%) of Average Final Compensation.

3. Early Retirement Date.

A Member may retire on his or her early retirement date which shall be the first day of any month coincident with or next following the attainment of age forty-five (45) and the completion of five (5) years of Credited Service. Early retirement under the System is Retirement from employment with the City on or after the early retirement date and prior to the normal retirement date.

4. Early Retirement Benefit.

A Member retiring hereunder on his or her early retirement date may receive either a deferred or an immediate monthly retirement benefit payable for life as follows:

A. A deferred monthly retirement benefit which shall commence on what would have been his or her normal retirement date determined based upon his or her actual years of Credited Service and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement on his or her normal retirement date except that Credited Service and Average Final Compensation shall be determined as of his or her early retirement date, determined based upon his or her actual years of Credited Service; or

B. An immediate monthly retirement benefit which shall commence on his or her early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in paragraph A above, reduced by three percent (3%) for each year ~~to age 50 and actuarially reduced from age 50 to age 45, by which the commencement of benefits~~ by which the member's age at retirement ~~precedes~~ preceded ~~the date which would have been~~ the Member's normal retirement ~~date determined based upon his actual years of credited service~~ age.

5. Supplemental Benefit.

Effective October 1, 2004, all current and future retirees and effective October 1, 2008 only those who retired prior to October 1, 2008, retired under the early or normal retirement provision, their joint pensioners or beneficiaries, shall receive a supplemental benefit in the amount of two hundred dollars ($200) per month reduced as for early retirement if applicable. Disability retirees and vested terminated persons shall not receive this supplement.

~~6. Required Distribution Date.~~

~~The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year~~

~~in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City.~~

SECTION 7. PRE-RETIREMENT DEATH.

1. Prior to Vesting or Eligibility for Retirement.

The Beneficiary of a deceased Member who was not receiving monthly benefits, or who was not yet vested or eligible for early or normal retirement shall receive a refund of one hundred percent (100%) of the Member's Accumulated Contributions.

2. Deceased Members Vested or Eligible for Retirement with Spouse as Beneficiary.

This subsection 2. applies only when the Member's Spouse is the sole designated Beneficiary. The Spouse Beneficiary of any Member who dies and who, at the date of his or her death was vested or eligible for early or normal retirement, shall be entitled to a benefit as follows:

A. If the Member was vested, but not eligible for normal or early retirement, the Spouse Beneficiary shall receive a benefit payable for ten years ~~the shorter period of ten years or the life expectancy of the spouse~~, beginning on the date that the deceased Member would have been eligible for early or normal retirement, at the option of the Spouse Beneficiary. The benefit shall be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation as of the date of his or her death and reduced as for early retirement, if applicable. The Spouse Beneficiary may also elect to receive an immediate benefit, payable for ten years ~~the shorter period of ten years or the life expectancy of the spouse~~, which is actuarially reduced to reflect the commencement of benefits prior to the early retirement date.

B. If the deceased Member was eligible for normal or early retirement, the Spouse Beneficiary shall receive a benefit payable for ten years ~~the shorter period of ten years or the life expectancy of the spouse~~, beginning on the first day of the month following the Member's death or at the deceased Member's otherwise normal or early retirement date, at the option of the Spouse Beneficiary. The benefit shall be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation as of the date of his or her death and reduced as for early retirement, if applicable.

C. A Spouse Beneficiary may not elect an optional form of benefit, however, the Board may elect to make a lump sum payment pursuant to Section 10, subsection 7.

D. A Spouse Beneficiary may, in lieu of any benefit provided for in A or B above, elect to receive a refund of the deceased Member's Accumulated Contributions.

E. Notwithstanding anything contained in this Section to the contrary, in any event, distributions to the Spouse Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date selected pursuant to the above provisions in this Section that must be on or before December 31 of the calendar year in which the Member would have attained his or her Applicable Age as defined in Section 401(a)(9) of the Code ~~70½~~.

F. If the surviving Spouse Beneficiary commences receiving a benefit under subsection A or B above, but dies before all payments are made, the actuarial value of the remaining benefit will be paid to the Spouse Beneficiary's estate in a lump sum.

3. Deceased Members Vested or Eligible for Retirement with Non-Spouse Beneficiary.

This subsection applies only when the Member's Spouse is not the Beneficiary or is not the sole designated Beneficiary, but there is a surviving Beneficiary. The Beneficiary of any Member who dies and who, at the date of his death was vested or eligible for early or normal retirement, shall be entitled to a benefit as follows:

A. If the Member was vested, but not eligible for normal or early retirement, the Beneficiary will receive a benefit payable for ten (10) years. The benefit will begin by December 31 of the calendar year immediately following the calendar year in which the Member died. The benefit will be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation and actuarially reduced to reflect the commencement of benefits prior to the normal retirement date.

B. If the deceased Member was eligible for normal or early retirement, the Beneficiary will receive a benefit payable for ten (10) years, beginning on the first day of the month following the Member's death. The benefit will be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final

Compensation as of the date of his death and reduced for early retirement, if applicable.

C. A Beneficiary may not elect an optional form of benefit, however the Board may elect to make a lump sum payment pursuant Section 10, subsection 7.

D. A Beneficiary, may, in lieu of any benefit provided for in A or B above, elect to receive a refund of the deceased Member's Accumulated Contributions.

E. If a surviving Beneficiary commences receiving a benefit under subsection A or B above, but dies before all payments are made, the actuarial value of the remaining benefit will be paid to the surviving Beneficiary's estate by December 31 of the calendar year of the Beneficiary's death in a lump sum.

F. If there is no surviving Beneficiary as of the Member's death, and the estate is to receive the benefits, the actuarial equivalent of the Member's entire interest must be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

G. The Uniform Lifetime Table in Treasury Regulations § 1.401(a)(9)-9 shall determine the payment period for the calendar year benefits commence, if necessary to satisfy the regulations.

4. Firefighter Cancer Presumption.

As provided and subject to the limitations in section 112.1816, Florida Statutes, effective July 1, 2019, a firefighter (as defined in section 112.1816(1), Florida Statutes) Member shall be considered to have died in the line of duty if he or she dies as a result of cancer (as defined in section 112.1816(1), Florida Statutes) or circumstances that arise out of the treatment of such cancer (as defined in section 112.1816(1), Florida Statutes).

SECTION 8. DISABILITY.

1. Disability Benefits In-Line of Duty.

A. Firefighter Members.

(1) Any Member hired prior to October 1, 2015 who shall become totally and permanently disabled to the extent that he or she is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Firefighter, which disability was directly caused by the performance of his or her duty as a Firefighter, shall, upon

establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and one-half percent (3.5%) of his or her Average Final Compensation multiplied by the total years of Credited Service, up to a maximum benefit not to exceed ninety-one percent (91%) of Average Final Compensation of the Member hired on or after October 1, 2012, but in any event the minimum amount paid to the Member shall be forty-two percent (42%) of the Average Final Compensation of the Member. Effective October 1, 2021, the minimum amount paid to the Member shall be no less than fifty-five (55%) percent of the Average Final Compensation of the Member. Eligibility requirements for disability benefits are set forth in subsection 8., below.

(2) Any Member hired on or after October 1, 2015 who shall become totally and permanently disabled to the extent that he or she is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Firefighter, which disability was directly caused by the performance of his or her duty as a Firefighter, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and one quarter percent (3.25%) of his or her Average Final Compensation multiplied by the total years of Credited Service, up to a maximum benefit not to exceed eighty-one and one quarter percent (81.25%) of Average Final Compensation of the Member, but in any event the minimum amount paid to the Member shall be forty-two percent (42%) of the Average Final Compensation of the Member. Effective October 1, 2021, the minimum amount paid to the Member shall be no less than fifty-five (55%) percent of the Average Final Compensation of the Member. Eligibility requirements for disability benefits are set forth in subsection 8., below.

(3) *Firefighter Cancer Presumption.* As provided and subject to the limitations in section 112.1816, Florida Statues, effective July 1, 2019, a firefighter (as defined in section 112.1816(1), Florida Statutes) Member shall be considered to be totally and permanently disabled in the line of duty if he or she meets the Plan's definition of Totally and Permanently Disabled due to a diagnosis of cancer (as defined in section 112.1816(1), Florida Statutes) or circumstances that arise out of the treatment of

such cancer (as defined in section 112.1816(1), Florida Statutes).

B. Police Officer Members.

(1) Any Member hired prior to May 16, 2017 who shall become totally and permanently disabled to the extent that he or she is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Police Officer, which disability was directly caused by the performance of his or her duty as a Police Officer, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and one-half percent (3.5%) of his or her Average Final Compensation multiplied by the total years of Credited Service, up to a maximum benefit not to exceed ninety-one percent (91%) of Average Final Compensation of the Member hired on or after October 1, 2012, but in any event the minimum amount paid to the Member shall be fifty-five percent (55%) of the Average Final Compensation of the Member. Eligibility requirements for disability benefits are set forth in subsection 8., below.

(2) Any Member hired on or after May 16, 2017 who shall become totally and permanently disabled to the extent that he or she is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Police Officer, which disability was directly caused by the performance of his or her duty as a Police Officer, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and one quarter percent (3.25%) of his or her Average Final Compensation multiplied by the total years of Credited Service, up to a maximum benefit not to exceed eighty-one and one quarter percent (81.25%) of Average Final Compensation of the Member, but in any event the minimum amount paid to the Member shall be fifty-five percent (55%) of the Average Final Compensation of the Member. Eligibility requirements for disability benefits are set forth in subsection 8., below.

2. In-Line of Duty Presumptions.

A. Presumption. Any condition or impairment of health of a Member caused by hypertension or heart disease shall be presumed to have been suffered in line of duty unless the contrary is shown by

competent evidence, provided that such Member shall have successfully passed a physical examination upon entering into such service, including a cardiogram for Police Officer Members, which examination failed to reveal any evidence of such condition; and provided further, that such presumption shall not apply to benefits payable or granted in a policy of life insurance or disability insurance.

B. Additional Presumption. The presumption provided for in this subparagraph B. shall apply only to those conditions described in this subparagraph B. that are diagnosed on or after January 1, 1996.

(1) Definitions. As used in this subsection 2.B., the following definitions apply:

(a) "Body fluids" means blood and body fluids containing visible blood and other body fluids to which universal precautions for prevention of occupational transmission of blood-borne pathogens, as established by the Centers for Disease Control, apply. For purposes of potential transmission of meningococcal meningitis or tuberculosis, the term "body fluids" includes respiratory, salivary, and sinus fluids, including droplets, sputum, and saliva, mucous, and other fluids through which infectious airborne organisms can be transmitted between persons.

(b) "Emergency rescue or public safety Member" means any Member employed full time by the City as a firefighter, paramedic, emergency medical technician, law enforcement officer, or correctional officer who, in the course of employment, runs a high risk of occupational exposure to hepatitis, meningococcal meningitis, or tuberculosis and who is not employed elsewhere in a similar capacity. However, the term "emergency rescue or public safety Member" does not include any person employed by a public hospital licensed under Chapter 395, Florida Statutes, or any person employed by a subsidiary thereof.

(c) "Hepatitis" means hepatitis A, hepatitis B, hepatitis non-A, hepatitis non-B, hepatitis C, or any other strain of hepatitis generally recognized by the medical community.

(d) "High risk of occupational exposure" means that risk that is incurred because a person subject to the provisions of this subsection, in performing the basic duties associated with his or her employment:

i. Provides emergency medical treatment in a non-health-care setting where there is a potential for transfer of body fluids between persons;

ii. At the site of an accident, fire, or other rescue or public safety operation, or in an emergency rescue or public safety vehicle, handles body fluids in or out of containers or works with or otherwise handles needles or other sharp instruments exposed to body fluids;

iii. Engages in the pursuit, apprehension, and arrest of law violators or suspected law violators and, in performing such duties, may be exposed to body fluids; or

iv. Is responsible for the custody, and physical restraint when necessary, of prisoners or inmates within a prison, jail, or other criminal detention facility, while on work detail outside the facility, or while being transported and, in performing such duties, may be exposed to body fluids.

(e) "Occupational exposure," in the case of hepatitis, meningococcal meningitis, or tuberculosis, means an exposure that occurs during the performance of job duties that may place a worker at risk of infection.

(2) Presumption. Any emergency rescue or public safety Member who suffers a condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, that requires medical treatment, and that results in total or partial disability or death shall be presumed to have a disability suffered in the line of duty, unless the contrary is shown by competent evidence; however, in order to be entitled to the presumption, the Member must, by written affidavit as provided in Section 92.50, Florida Statutes, verify

by written declaration that, to the best of his or her knowledge and belief:

(a) In the case of a medical condition caused by or derived from hepatitis, he has not:

i. Been exposed, through transfer of bodily fluids, to any person known to have sickness or medical conditions derived from hepatitis, outside the scope of his employment;

ii. Had a transfusion of blood or blood components, other than a transfusion arising out of an accident or injury happening in connection with his present employment, or received any blood products for the treatment of a coagulation disorder since last undergoing medical tests for hepatitis, which tests failed to indicate the presence of hepatitis;

iii. Engaged in unsafe sexual practices or other high-risk behavior, as identified by the Centers for Disease Control or the Surgeon General of the United States or had sexual relations with a person known to him to have engaged in such unsafe sexual practices or other high-risk behavior; or

iv. Used intravenous drugs not prescribed by a physician.

(b) In the case of meningococcal meningitis, in the 10 days immediately preceding diagnosis he or she was not exposed, outside the scope of his or her employment, to any person known to have meningococcal meningitis or known to be an asymptomatic carrier of the disease.

(c) In the case of tuberculosis, in the period of time since the Member's last negative tuberculosis skin test, he or she has not been exposed, outside the scope of his or her employment, to any person known by him or her to have tuberculosis.

(3) Immunization. Whenever any standard, medically recognized vaccine or other form of immunization or prophylaxis exists for

the prevention of a communicable disease for which a presumption is granted under this section, if medically indicated in the given circumstances pursuant to immunization policies established by the Advisory Committee on Immunization Practices of the U.S. Public Health Service, an emergency rescue or public safety Member may be required by the City to undergo the immunization or prophylaxis unless the Member's physician determines in writing that the immunization or other prophylaxis would pose a significant risk to the Member's health. Absent such written declaration, failure or refusal by an emergency rescue or public safety Member to undergo such immunization or prophylaxis disqualifies the Member from the benefits of the presumption.

(4) Record of Exposures. The City shall maintain a record of any known or reasonably suspected exposure of an emergency rescue or public safety Member in its employ to the disease described in this section and shall immediately notify the Member of such exposure. An emergency rescue or public safety Member shall file an incident or accident report with the City of each instance of known or suspected occupational exposure to hepatitis infection, meningococcal meningitis, or tuberculosis.

(5) Required medical tests; preemployment physical. In order to be entitled to the presumption provided by this section:

(a) An emergency rescue or public safety Member must, prior to diagnosis, have undergone standard, medically acceptable tests for evidence of the communicable disease for which the presumption is sought, or evidence of medical conditions derived therefrom, which tests fail to indicate the presence of infection, or, in the case of hepatitis infection. This paragraph does not apply in the case of meningococcal meningitis.

(b) On or after June 15, 1995, an emergency rescue or public safety Member may be required to undergo a preemployment physical examination that tests for and fails to reveal any evidence of hepatitis or tuberculosis.

3. Disability Benefits Not-In-Line of Duty.

A. Firefighter Members.

(1) Any Member hired prior to October 1, 2015 with ten (10) years or more Credited Service who shall become totally and permanently disabled to the extent that he or she is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Firefighter, which disability is not directly caused by the performance of his or her duties as a Police Officer or Firefighter shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and one-half percent (3.5%) of his or her Average Final Compensation multiplied by the total years of Credited Service, up to a maximum benefit not to exceed ninety-one percent (91%) of Average Final Compensation of the Member hired on or after October 1, 2012. Eligibility requirements for disability benefits are set forth in subsection 8., below.

(2) Any Member hired on or after October 1, 2015 with ten (10) years or more Credited Service who shall become totally and permanently disabled to the extent that he or she is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Firefighter, which disability is not directly caused by the performance of his or her duties as a Police Officer or Firefighter shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and one quarter percent (3.25%) of his or her Average Final Compensation multiplied by the total years of Credited Service, up to a maximum benefit not to exceed eighty-one and one quarter percent (81.25%) of Average Final Compensation of the Member. Eligibility requirements for disability benefits are set forth in subsection 8., below.

B. Police Officer Members.

(1) Any Member hired prior to May 16, 2017 with ten (10) years or more Credited Service who shall become totally and permanently disabled to the extent that he or she is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Police Officer, which disability is not directly caused by the performance of his or her duties as a Police Officer shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and one-half percent (3.5%) of his or her Average Final Compensation

multiplied by the total years of Credited Service, up to a maximum benefit not to exceed ninety-one percent (91%) of Average Final Compensation of the Member hired on or after October 1, 2012. Eligibility requirements for disability benefits are set forth in subsection 8., below.

(2) Any Member hired on or after May 16, 2017 with ten (10) years or more Credited Service who shall become totally and permanently disabled to the extent that he or she is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Police Officer, which disability is not directly caused by the performance of his or her duties as a Police Officer shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and one quarter percent (3.25%) of his or her Average Final Compensation multiplied by the total years of Credited Service, up to a maximum benefit not to exceed eighty-one and one quarter percent (81.25%) of Average Final Compensation of the Member. Eligibility requirements for disability benefits are set forth in subsection 8., below.

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(2) Any Member hired on or after October 1, 2015 with ten (10) years or more Credited Service who shall become totally and

permanently disabled to the extent that he or she is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Firefighter, which disability is not directly caused by the performance of his or her duties as a Police Officer or Firefighter shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and one quarter percent (3.25%) of his or her Average Final Compensation multiplied by the total years of Credited Service, up to a maximum benefit not to exceed eighty-one and one quarter percent (81.25%) of Average Final Compensation of the Member. Eligibility requirements for disability benefits are set forth in subsection 8., below.

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(2) Any Member hired on or after May 16, 2017 with ten (10) years or more Credited Service who shall become totally and permanently disabled to the extent that he or she is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Police Officer, which disability is not directly caused by the performance of his or her duties as a Police Officer shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and one quarter percent (3.25%) of his or her Average Final Compensation multiplied by the total years of Credited Service, up to a maximum benefit not to exceed eighty-one and one quarter

percent (81.25%) of Average Final Compensation of the Member. Eligibility requirements for disability benefits are set forth in subsection 8., below.

4. Conditions Disqualifying Disability Benefits.

Each Member who is claiming disability benefits shall establish, to the satisfaction of the Board, that such disability was not occasioned primarily by:

A. Excessive or habitual use of any drugs and/or intoxicants, or narcotics.

B. Injury or disease sustained while willfully and illegally participating in rights, riots and/or civil insurrections or while committing a crime.

C. Injury or disease sustained while serving in any branch of the Armed Forces.

D. Injury or disease sustained after his or her employment as a Police Officer or Firefighter with the City of Ocoee shall have terminated.

E. For Police Officer Members, injury or disease sustained while working for anyone other than the City and arising out of such employment.

5. Physical Examination Requirement.

A Member shall not become eligible for disability benefits until and unless he or she undergoes a physical examination by a qualified physician or physicians and/or surgeon or surgeons, who shall be selected by the Board for that purpose. The Board shall not select the Member's treating physician or surgeon for this purpose except in an unusual case where the Board determines that it would be reasonable and prudent to do so.

Any Retiree receiving disability benefits under provisions of this ordinance may be periodically re-examined by a qualified physician or physicians and/or surgeon or surgeons who shall be selected by the Board, to determine if such disability has ceased to exist. If the Board finds that the Retiree is no longer permanently and totally disabled to the extent that he or she is unable to render useful and efficient service as a Police Officer or Firefighter, the Board shall recommend to the City that the Retiree be returned to performance of duty as a Police Officer or Firefighter, and the Retiree so returned shall enjoy the same rights that he or she had at the time he or she was placed upon pension. In the event the Retiree so ordered to return shall refuse to comply with the order within thirty (30) days from the issuance thereof, he or she shall forfeit the right to his or her pension.

The cost of the physical examination and/or re-examination of the Member claiming or Retiree receiving disability benefits shall be borne by the Fund. All other reasonable costs as determined by the Board incident to the physical examination, such as, but not limited to, transportation, meals, hotel accommodations, shall be borne by the Fund.

If the Police Officer or Firefighter recovers from disability and reenters the service of the City as a Police Officer or Firefighter, his or her service will be deemed to have been continuous, but the period beginning with the first month for which he or she received a disability retirement income payment and ending with the date he or she reentered the service of the City will not be considered as Credited Service for the purposes of the System.

The Board shall have the power and authority to make the final decisions regarding all disability claims.

6. Disability Payments.

The monthly benefit to which a Member is entitled in the event of the Member's disability retirement shall be payable on the first day of the first month after the Board of Trustees determines such entitlement. However, the monthly retirement income shall be payable as of the date the Board determined such entitlement, and any portion due for a partial month shall be paid together with the first payment. The last payment will be:

A. If the Retiree recovers from the disability, the payment due next preceding the date of such recovery, or

B. If the Retiree dies without recovering from disability, the payment due next preceding his or her death or the 120th monthly payment, whichever is later.

Provided, however, the disability Retiree may select, at any time prior to the date on which benefit payments begin, an optional form of benefit payment as described in Section 10, subsection 1.A. or 1.B., which shall be the Actuarial Equivalent of the normal form of benefit.

7. Workers' Compensation.

When a Retiree is receiving a disability pension and workers' compensation benefits pursuant to Florida Statute Chapter 440, for the same disability, and the total monthly benefits received from both exceed one hundred percent (100%) of the Member's average monthly wage, as defined in Chapter 440, Florida Statutes, the disability pension benefit shall be reduced so that the total monthly amount received by the Retiree does not exceed one hundred percent (100%) of such average monthly wage. The amount of any lump sum workers' compensation payment shall be converted to an equivalent

monthly benefit payable for ten (10) Years Certain by dividing the lump sum amount by 83.9692. Notwithstanding the foregoing, in no event shall the disability pension benefit be reduced below the greater of fifty-five percent (55%) of Average Final Compensation and two and three quarters percent (2.75%) of Average Final Compensation times years of Credited Service.

8. Eligibility for Disability Benefits.

Subject to 8.(4) below, only active Members of the System on the date the Board determines entitlement to a disability benefit are eligible for disability benefits.

(1) Terminated persons, either vested or non-vested, are not eligible for disability benefits.

(2) If a Member voluntarily terminates his employment, either before or after filing an application for disability benefits, he is not eligible for disability benefits.

(3) If a Member is terminated by the City for any reason other than for medical reasons, either before or after he files an application for disability benefits, he is not eligible for disability benefits.

(4) The only exception to (1) above is:

a. If the Member is terminated by the City for medical reasons and he has already applied for disability benefits before the medical termination, or;

b. If the Member is terminated by the City for medical reasons and he applies within 30 days after the medical termination date.

If either (4)a., or (4)b. above applies, the Member's application will be processed and fully considered by the Board.

SECTION 9. VESTING.

If the employment of a Member with the Police or Fire department terminates for any reason other than death or retirement, and the Member has not reached the age and service requirements for early or normal retirement, he or she shall be entitled to the following;

1. If the Member is a : Firefighter hired prior to October 1, 2015, who has fewer than five (5) years of Credited Service upon termination; Firefighter hired on or after October 1, 2015, who has fewer than seven (7) years of Credited Service upon termination; Police Officer hired prior to May 16, 2017, who has fewer than five (5) years upon termination; Police Officer hired on or after May 16, 2017, who has fewer than (7) years upon termination, the

Member may make a written request for a refund of his or her Accumulated Contributions, or, pending the possibility of being re-employed as a Police Officer or Firefighter, the Member may leave his or her Accumulated contributions in the System for a period of up to five (5) years following the termination. The Member's Credited Service in the System shall be deemed nullified effective the date upon which the Member receives a refund of his or her Accumulated Contributions, or the date upon which the five-year period expires, whichever is earlier. The Member's Accumulated Contributions shall be refunded upon written request, or upon the expiration of the five-year period, whichever is earlier, provided that if the total of the Accumulated Contributions is greater than $1000, said contributions shall be refunded only upon the written request of the Member, and upon the completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board.

2. If Paragraph 1 does not apply to the Member, the Member shall be entitled to a monthly retirement benefit, determined in the same manner as for early or normal retirement and based upon the Member's Credited Service, Average Final Compensation and the benefit accrual rate as of the date of termination, payable to him or her commencing at the Member's otherwise early or normal retirement date, determined upon his or her actual years of Credited Service, provided he or she does not elect to withdraw his or her Accumulated Contributions and provided the Member survives to his or her otherwise early or normal retirement date. If the Member does not withdraw his or her Accumulated Contributions and does not survive to his or her otherwise early or normal retirement date, his or her Designated Beneficiary shall be entitled to a benefit as provided herein for a deceased Member, vested or eligible for retirement under Pre-Retirement Death.

3. Upon Re-employment, a Member who has received a refund of his or Accumulated Contributions may restore his or her Credited Service in the System for the years to which the refund relates, if he or she repays to the System, within 90 days of the effective date of such re-employment, the full amount of the refunded Accumulated Contributions that he or she received, plus interest as determined by the Board. The benefits relating to the Credit Service thus restored shall be determined in accordance with the Average Final Compensation and the benefit accrual rate as of the date of termination.

SECTION 10. OPTIONAL FORMS OF BENEFITS.

1. In lieu of the amount and form of retirement income payable in the event of normal or early retirement as specified herein, a Member, upon written request to the Board, may elect to receive a retirement income or benefit of equivalent actuarial value payable in accordance with one of the following options:

A. A retirement income of a larger monthly amount, payable to the Retiree for his or her lifetime only.

B. A retirement income of a modified monthly amount, payable to the Retiree during the lifetime of the Retiree, and following the death of the Retiree, one hundred percent (100%), seventy-five percent (75%), sixty-six and two-thirds percent (66-2/3%), or fifty percent (50%) of such monthly amounts payable to a joint pensioner for his or her lifetime. Except where the Retiree's joint pensioner is his or her Spouse, the payments to the joint pensioner as a percentage of the payments to the Retiree shall not exceed the applicable percentage provided for in the applicable table in the Treasury regulations. (See Q & A-2 of 1.401(a)(9)-6)

C. Such other amount and form of retirement payments or benefits as, in the opinion of the Board, will best meet the circumstances of the retiring Member. A lump sum benefit will be approved by the Board only in accordance with subsection 7 of this Section 10.

D. A member may elect a percentage of benefit in a lump sum as follows:

(1) Five (5) percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining ninety-five (95) percent paid under the normal form or as per A., B. or C. above.

(2) Ten (10) percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining ninety (90) percent paid under the normal form or as per A., B. or C. above.

(3) Fifteen (15) percent of the total actuarial equivalent value of the benefit paid as a lump~~;~~ sum with the remaining eighty-five (85) percent paid under the normal form or as per A., B. or C. above.

(4) Twenty (20) percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining eighty (80) percent paid under the normal form or as per A., B. or C. above.

2. The Member, upon electing any option of this Section, will designate the joint pensioner (subsection 1.B. above) or Beneficiary (or Beneficiaries) to receive the benefit, if any, payable under the System in the event of Member's death, and will have the power to change such designation from time to time. Such designation will name a

joint pensioner or one or more primary Beneficiaries where applicable. A Member may change his or her beneficiary at any time. If a Member has elected an option with a joint pensioner and the Member's retirement income benefits have commenced, the Member may thereafter change his or her designated Beneficiary at any time, but may only change his or her joint pensioner twice. Subject to the restriction in the previous sentence, a Member may substitute a new joint pensioner for a deceased joint pensioner. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

3. The consent of a Member's or Retiree's joint pensioner or Beneficiary to any such change shall not be required. The rights of all previously-designated Beneficiaries to receive benefits under the System shall thereupon cease.

4. Upon change of a Retiree's joint pensioner in accordance with this Section, the amount of the retirement income payable to the Retiree shall be actuarially redetermine to take into account the age of the former joint pensioner, the new joint pensioner and the Retiree and to ensure that the benefit paid is the Actuarial Equivalent of the Retiree's then-current benefit at the time of the change. Any such Retiree shall pay the actuarial recalculation expenses. Each request for a change will be made in writing on a form prepared by the Board and on completion will be filed with the Board. In the event that no designated Beneficiary survives the Retiree, such benefits as are payable in the event of the death of the Retiree subsequent to his or her Retirement shall be paid as provided in Section 11.

5. Retirement income payments shall be made under the option elected in accordance with the provisions of this Section and shall be subject to the following limitations:

A. If a Member dies prior to his or her normal retirement date or early retirement date, whichever first occurs, no retirement benefit will be payable under the option to any person, but the benefits, if any, will be determined under Section 7.

B. If the designated Beneficiary (or Beneficiaries) or joint pensioner dies before the Member's Retirement under the System, the option elected will be canceled automatically and a retirement income of the normal form and amount will be payable to the Member upon his or her Retirement as if the election had not been made, unless a new election is made in accordance with the provisions of this Section or a new Beneficiary is designated by the Member prior to his or her Retirement.

C. If both the Retiree and the Beneficiary (or Beneficiaries) designated by Member or Retiree die before the full payment has been effected

under any option providing for payments for a period certain and life thereafter, made pursuant to the provisions of subsection 1, the Board may, in its discretion, direct that the commuted value of the remaining payments be paid in a lump sum and in accordance with Section 11.

D. If a Member continues beyond his or her normal retirement date pursuant to the provisions of Section 6, subsection 1, and dies prior to his or her actual retirement and while an option made pursuant to the provisions of this Section is in effect, monthly retirement income payments will be made, or a retirement benefit will be paid, under the option to a Beneficiary (or Beneficiaries) designated by the Member in the amount or amounts computed as if the Member had retired under the option on the date on which his or her death occurred.

E. The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City.

6. A Retiree may not change his or her retirement option after the date of cashing or depositing his or her first retirement check.

7. Notwithstanding anything herein to the contrary, ~~the Board in its discretion, may elect to make a lump sum payment to a Member or a Member's Beneficiary in the event that the total commuted value of the monthly income payments to be paid do not exceed one thousand dollars ($1,000)~~ if the monthly retirement income payable to any person entitled to benefits hereunder is less than $100 or if the single-sum value of the accrued retirement income is less than $2,500 as of the date of retirement or termination of service, whichever is applicable, the board of trustees, in the exercise of its discretion, may specify that the actuarial equivalent of such retirement income be paid in a lump sum. Any such payment made to any person pursuant to the power and discretion conferred upon the Board by the preceding sentence shall operate as a complete discharge of all obligations under the System with regard to such Member and shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons.

SECTION 11. BENEFICIARIES.

1. Each Member or Retiree may, on a form provided for that purpose, signed and filed with the Board, designate a Beneficiary (or Beneficiaries) to receive the benefit, if any, which may be payable in the event of his or her death. Each designation may be revoked by such Member or Retiree by signing and filing with the Board a new designation-of-beneficiary form. Upon such change, the rights of all previously designated Beneficiaries to receive any benefits under the System shall cease.

2. If a deceased Member or Retiree failed to name a Beneficiary in the manner prescribed in subsection 1, or if the Beneficiary (or Beneficiaries) named by a deceased Member or Retiree predeceased the Member or Retiree, the death benefit, if any, which may be payable under the System with respect to such deceased Member or Retiree shall be paid to the estate of the Member or Retiree and the board, in its discretion, may direct that the commuted value of the remaining monthly income benefits be paid in a lump sum. Any payment made to any person pursuant to this subsection shall operate as a complete discharge of all obligations under the plan with regard to such deceased Member or Retiree and shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons ever interested hereunder.

3. Any payment made to any person pursuant to this Section shall operate as a complete discharge of all obligations under the System with regard to the deceased Member and any other persons with rights under the System and shall not be subject to review by anyone but shall be final, binding and conclusive on all persons ever interested hereunder.

SECTION 12. CLAIMS PROCEDURES.

1. The Board shall establish administrative claims procedures to be utilized in processing written requests ("claims"), on matters which affect the substantial rights of any person ("Claimant"), including Members, Retirees, Beneficiaries, or any person affected by a decision of the Board.

2. The Board shall have the power to subpoena and require the attendance of witnesses and the production of documents for discovery prior to and at any proceedings provided for in the Board's claims procedures. The Claimant may request in writing the issuance of subpoenas by the Board. A reasonable fee may be charged for the issuance of any subpoenas not to exceed the fees set forth in Florida Statutes.

SECTION 13. REPORTS TO DIVISION OF RETIREMENT.

Each year and no later than March 15th, the Board shall file an Annual Report with the Division of Retirement containing the documents and information contained in Sections 175.261 and 185.221, Florida Statutes.

SECTION 14. ROSTER OF RETIREES.

The Secretary of the Board shall keep a record of all persons enjoying a pension under the provisions of this Ordinance in which it shall be noted the time when the pension is allowed and when the same shall cease to be paid. Additionally, the Secretary shall keep a record of all Members and Retirees in such a manner as to show the name, address, date of employment and date of termination of employment.

SECTION 15. MAXIMUM PENSION.

1. Basic Limitation.

Notwithstanding any other provisions of this System to the contrary, the Member contributions paid to, and retirement benefits paid from, the System shall be limited to such extent as may be necessary to conform to the requirements of Code Section 415 for a qualified retirement plan. Before January 1, 1995, a plan member may not receive an annual benefit that exceeds the limits specified in Code Section 415(b), subject to the applicable adjustments in that section. On and after January 1, 1995, a plan member may not receive an annual benefit that exceeds the dollar amount specified in Code Section 415(b)(1)(A) ($160,000), subject to the applicable adjustments in Code Section 415(b) and subject to any additional limits that may be specified in this System. For purposes of this Section, "limitation year" shall be the calendar year.

For purposes of Code Section 415(b), the "annual benefit" means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) without regard to the benefit attributable to after-tax employee contributions (except pursuant to Code Section 415(n) and to rollover contributions (as defined in Code Section 415(b)(2)(A)). The "benefit attributable" shall be determined in accordance with Treasury Regulations.

2. Adjustments to Basic Limitation for Form of Benefit.

If the benefit under the plan is other than the annual benefit described in subsection 1., then the benefit shall be adjusted so that it is the equivalent of the annual benefit, using factors prescribed in Treasury Regulations. If the form of the benefit without regard to any automatic benefit increase feature is not a straight life annuity or a qualified joint and survivor annuity, then the preceding sentence is applied by either reducing the Code Section 415(b) limit applicable at the annuity starting date or adjusting the form of benefit to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the additional benefits under the form of benefit as follows:

A. For a benefit paid in a form to which Section 417(e)(3) of the Code does not apply (generally, a monthly benefit), the actuarially equivalent straight life annuity benefit that is the greater of:

(1) The annual amount of the straight life annuity (if any) payable to the Member under the Plan commencing at the same annuity starting date as the form of benefit to the Member, or

(2) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the Member, computed using a five percent (5%) interest assumption (or the applicable statutory interest assumption) and (i) for years

prior to January 1, 2009, the applicable mortality tables described in Treasury Regulation Section 1.417(e)-1(d)(2) (Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Rulings 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Section 417(e)(3)(B) of the Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Section 417(e)(3)(B) of the Code); or

B. For a benefit paid in a form to which Section 417(e)(3) of the Code applies (generally, a lump sum benefit), the actuarially equivalent straight life annuity benefit that is the greatest of:

(1) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in the Plan for actuarial experience;

(2) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using a five and one half percent (5.5%) interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Section 417(e)(3)(B) of the Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the Code); or

(3) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable (computed using the applicable interest rate for the distribution under Treasury Regulation Section 1.417(e)-1(d)(3) (the 30-year Treasury rate (prior to January 1, 2007, using the rate in effect for the month prior to retirement, and on and after January 1, 2007, using the rate in effect for the first day of the Plan Year with a one-year stabilization period)) and (i) for years prior to January 1, 2009, the applicable mortality tables for the

distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Section 417(e)(3)(B) of the Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Section 417(e)(3)(B) of the Code), divided by 1.05.

C. The actuary may adjust the 415(b) limit at the annuity starting date in accordance with subsections A. and B above.

3. Benefits Not Taken into Account.

For purposes of this Section, the following benefits shall not be taken into account in applying these limits:

A. Any ancillary benefit which is not directly related to retirement income benefits;

B. Any other benefit not required under §415(b)(2) of the Code and Regulations thereunder to be taken into account for purposes of the limitation of Code Section 415(b)(1); and

C. That portion of any joint and survivor annuity that constitutes a qualified joint and survivor annuity.

4. COLA Effect.

Effective on and after January 1, 2003, for purposes of applying the limits under Code Section 415(b) (the "Limit"), the following will apply:

A. A Member's applicable limit will be applied to the Member's annual benefit in the Member's first limitation year of benefit payments without regard to any automatic cost of living adjustments;

B. thereafter, in any subsequent limitation year, a Member's annual benefit, including any automatic cost of living increases, shall be tested under the then applicable benefit limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but

C. in no event shall a Member's benefit payable under the System in any limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder.

Unless otherwise specified in the System, for purposes of applying the limits under Code Section 415(b), a Member's applicable limit will be applied taking into consideration cost of living increases as required by Section 415(b) of the Code and applicable Treasury Regulations.

5. Other Adjustments in Limitations.

A. In the event the Member's retirement benefits become payable before age sixty-two (62), the limit prescribed by this Section shall be reduced in accordance with regulations issued by the Secretary of the Treasury pursuant to the provisions of Code Section 415(b) of the Code, so that such limit (as so reduced) equals an annual straight life benefit (when such retirement income benefit begins) which is equivalent to a one hundred sixty thousand dollar ($160,000) annual benefit beginning at age sixty-two (62).

B. In the event the Member's benefit is based on at least fifteen (15) years of Credited Service as a full-time employee of the police or fire department of the City, the adjustments provided for in A. above shall not apply.

C. The reductions provided for in A. above shall not be applicable to disability benefits pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.

D. In the event the Member's retirement benefit becomes payable after age sixty-five (65), for purposes of determining whether this benefit meets the limit set forth in subsection 1 herein, such benefit shall be adjusted so that it is actuarially equivalent to the benefit beginning at age sixty-five (65). This adjustment shall be made in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.

6. Less than Ten (10) Years of Participation.

The maximum retirement benefits payable under this Section to any Member who has completed less than ten (10) years of participation shall be the amount determined under subsection 1 of this Section multiplied by a fraction, the numerator of which is the number of the Member's years of participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Section 8., or pre-retirement death benefits paid pursuant to Section 7.

7. Participation in Other Defined Benefit Plans.

The limit of this Section with respect to any Member who at any time has been a member in any other defined benefit plan as defined in Code Section 414(j) maintained by the City shall apply as if the total benefits payable under all City defined benefit plans in which the Member has been a member were payable from one plan.

8. Ten Thousand Dollar ($10,000) Limit; Less Than Ten Years of Service.

Notwithstanding anything in this Section 15, the retirement benefit payable with respect to a Member shall be deemed not to exceed the limit set forth in this subsection 8. of Section 15 if the benefits payable, with respect to such Member under this System and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars ($10,000) for the applicable limitation year ~~and~~ or for any prior limitation year, and the City has not at any time maintained a qualified defined contribution plan in which the Member participated; provided, however, that if the Member has completed less than ten (10) years of Credited Service with the City, the limit under this subsection 8. of Section 15 shall be a reduced limit equal to ten thousand dollars ($10,000) multiplied by a fraction, the numerator of which is the number of the Member's years of Credited Service and the denominator of which is ten (10).

9. Reduction of Benefits.

Reduction of benefits and/or contributions to all plans, where required, shall be accomplished by first reducing the Member's benefit under any defined benefit plans in which Member participated, such reduction to be made first with respect to the plan in which Member most recently accrued benefits and thereafter in such priority as shall be determined by the Board and the plan administrator of such other plans, and next, by reducing or allocating excess forfeitures for defined contribution plans in which the Member participated, such reduction to be made first with respect to the plan in which Member most recently accrued benefits and thereafter in such priority as shall be established by the Board and the plan administrator for such other plans provided, however, that necessary reductions may be made in a different manner and priority pursuant to the agreement of the Board and the plan administrator of all other plans covering such Member.

10. Service Credit Purchase Limits.

A. Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, if a Member makes one or more contributions to purchase permissive service credit under the System, as allowed in Section 26 and 28, then the requirements of this Section will be treated as met only if:

(1) the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such

contributions as an annual benefit for purposes of Code Section 415(b), or

(2) the requirements of Code Section 415(c) are met, determined by treating all such contributions as annual additions for purposes of Code Section 415(c).

For purposes of applying subparagraph (1), the System will not fail to meet the reduced limit under Code Section 415(b)(2)(c) solely by reason of this subparagraph, and for purposes of applying subparagraph (2) the System will not fail to meet the percentage limitation under Section 415(c)(1)(B) of the Code solely by reason of this subparagraph.

B. For purposes of this subsection the term "permissive service credit" means service credit—

(1) recognized by the System for purposes of calculating a Member's benefit under the plan,

(2) which such Member has not received under the plan, and

(3) which such Member may receive only by making a voluntary additional contribution, in an amount determined under the System, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may, if otherwise provided by the System, include service credit for periods for which there is no performance of service, and, notwithstanding clause B.(2), may include service credited in order to provide an increased benefit for service credit which a Member is receiving under the System.

11. Contribution Limits.

A. For purposes of applying the Code Section 415(c) limits which are incorporated by reference and for purposes of this subsection 11., only and for no other purpose, the definition of compensation where applicable will be compensation actually paid or made available during a limitation year, except as noted below and as permitted by Treasury Regulations Section 1.415(c)-2, or successor regulations. Unless another definition of compensation that is permitted by Treasury Regulations Section 1.415(c)-2, or successor regulation, is specified by the System, compensation will be defined as wages

within the meaning of Code Section 3401(a) and all other payments of compensation to an employee by an employer for which the employer is required to furnish the employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052 and will be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2).

(1) However, for limitation years beginning after December 31, 1997, compensation will also include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). For limitation years beginning after December 31, 2000, compensation will also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

(2) For limitation years beginning on and after January 1, 2007, compensation for the limitation year will also include compensation paid by the later of 2½ months after an employee's severance from employment or the end of the limitation year that includes the date of the employee's severance from employment if:

(a) the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer; or

(b) the payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued.

(3) Back pay, within the meaning of Treasury Regulations Section 1.415(c)-2(g)(8), shall be treated as compensation for the limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

B. Notwithstanding any other provision of law to the contrary, the Board may modify a request by a Member to make a contribution to the System if the amount of the contribution would exceed the limits provided in Code Section 415 by using the following methods:

(1) If the law requires a lump sum payment for the purchase of service credit, the Board may establish a periodic payment deduction plan for the Member to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).

(2) If payment pursuant to subparagraph (1) will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the Board may either reduce the Member's contribution to an amount within the limits of that section or refuse the Member's contribution.

C. If the annual additions for any Member for a limitation year exceed the limitation under Section 415(c) of the Code, the excess annual addition will be corrected as permitted under the Employee Plans Compliance Resolution System (or similar IRS correction program).

D. For limitation years beginning on or after January 1, 2009, a Member's compensation for purposes of this subsection 11. shall not exceed the annual limit under Section 401(a)(17) of the Code.

12. Additional Limitation on Pension Benefits.

Notwithstanding anything herein to the contrary:

A. The normal retirement benefit or pension payable to a Retiree who becomes a Member of the System and who has not previously participated in such System, on or after January 1, 1980, shall not exceed one hundred percent (100%) of his Average Final Compensation. However, nothing contained in this Section shall apply to supplemental retirement benefits or to pension increases attributable to cost-of-living increases or adjustments.

B. No Member of the System shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the Member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 1223, Title 10, U.S. Code.

13. Effect of Direct Rollover on 415(b) Limit.

If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 16. MINIMUM DISTRIBUTION OF BENEFITS.

1. General Rules.

   A. Effective Date. Effective as of January 1, 1989, the Plan will pay all benefits in accordance with a good faith interpretation of the requirements of Code Section 401(a)(9) and the regulations in effect under that section, as applicable to a governmental plan within the meaning of Code Section 414(d). Effective on and after January 1, 2003, the Plan is also subject to the specific provisions contained in this Section. The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

   B. Precedence. The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

   C. TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Section other than this subsection 1. C., distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that related to Section 242(b)(2) of TEFRA.

2. Time and Manner of Distribution.

   A. Required Beginning Date. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date which ~~shall not be later than~~ is defined as April 1 of the calendar year following the later of the calendar year in which the Member attains ~~age seventy and one-half (70 ½)~~ his or her Applicable Age as defined in Section 401(a)(9) of the Code, or the calendar year in which the Member ~~terminates employment with the City~~ retires.

   B. Death of Member Before Distributions Begin. If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed no later than as follows:

(1) If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained ~~age 70 ½~~ his or her Applicable Age as defined in Section 401(a)(9) of the Code, if later, as the surviving spouse elects.

(2) If the Member's surviving spouse is not the Member's sole designated beneficiary, then, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died.

(3) If there is no designated beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

(4) If the Member's surviving spouse is the Member's sole designated beneficiary and the surviving spouse dies after the Member but before distributions to the surviving spouse begin, this subsection 2.B., other than subsection 2.B.(1), will apply as if the surviving spouse were the Member.

For purposes of this subsection 2.B., distributions are considered to begin on the Member's required beginning date or, if subsection 2.B.(4) applies, the date of distributions are required to begin to the surviving spouse under subsection 2.B.(1). If annuity payments irrevocably commence to the Member before the Member's required beginning date (or to the Member's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection 2.B.(1)), the date distributions are considered to begin is the date distributions actually commence.

C. Death After Distributions Begin. If the Member dies after the required distribution of benefits has begun, the remaining portion of the Member's interest must be distributed at least as rapidly as under the method of distribution before the Member's death.

D. Form of Distribution. Unless the Member's interest is distributed in the form of an annuity purchased from an insurance company or in a

single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with this Section. If the Member's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and Treasury regulations. Any part of the Member's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and Treasury regulations that apply to individual accounts.

3. Determination of Amount to be Distributed Each Year.

A. General Requirements. If the Member's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(1) The annuity distributions will be paid in periodic payments made at intervals not longer than one year.

(2) The Member's entire interest must be distributed pursuant to Section 6, Section 7, Section 9, or Section 10 (as applicable) and in any event over a period equal to or less than the Member's life or the lives of the Member and a designated beneficiary, or over a period not extending beyond the life expectancy of the Member or of the Member and a designated beneficiary. The life expectancy of the Member, the Member's spouse, or the Member's beneficiary may not be recalculated after the initial determination for purposes of determining benefits.

B. Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Member's required beginning date (or, if the Member dies before distributions begin, the date distributions are required to begin under Section 7) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., monthly. All of the Member's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Member's required beginning date.

C. Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Member in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

4. General Distribution Rules.

A. The amount of an annuity paid to a Member's beneficiary may not exceed the maximum determined under the incidental death benefit requirement of Code Section 401(a)(9)(G), and effective for any annuity commencing on or after January 1, 2008, the minimum distribution incidental benefit rule under Treasury Regulation Section 1.401(a)(9)-6, Q&A-2.

B. The death and disability benefits provided by the Plan are limited by the incidental benefit rule set forth in Code Section 401(a)(9)(G) and Treasury Regulation Section 1.401-1(b)(1)(I) or any successor regulation thereto. As a result, the total death or disability benefits payable may not exceed 25% of the cost for all of the Members' benefits received from the retirement system.

5. Definitions.

A. Designated Beneficiary. The individual who is designated as the beneficiary under the Plan and is the designated beneficiary under Section 40l(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

B. Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Member's required beginning date. For distributions beginning after the Member's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 7.

SECTION 17. MISCELLANEOUS PROVISIONS.

1. Interest of Members in System.

All assets of the Fund are held in trust, and at no time prior to the satisfaction of all liabilities under the System with respect to Retirees and Members and their Spouses or Beneficiaries, shall any part of the corpus or income of the Fund be used for or diverted to any purpose other than for their exclusive benefit.

2. No Reduction of Accrued Benefits.

No amendment or ordinance shall be adopted by the City Commission of the City of Ocoee which shall have the effect of reducing the then vested accrued benefits of Members or a Member's beneficiaries.

3. Qualification of System.

It is intended that the System will constitute a qualified pension plan under the applicable provisions of the Code for a qualified plan under Code Section 401 (a) and a governmental plan under Code Section 414(d), as now in effect or hereafter amended. Any modification or amendment of the System may be made retroactively, if necessary or appropriate, to qualify or maintain the System as a Plan meeting the requirements of the applicable provisions of the Code as now in effect or hereafter amended, or any other applicable provisions of the U.S. federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

4. Prohibited Transactions.

Effective as of January 1, 1989, a Board may not engage in a transaction prohibited by Code Section 503(b).

5. USERRA.

Effective December 12, 1994, notwithstanding any other provision of this System, contributions, benefits and service credit with respect to qualified military service are governed by Code Section 414(u) and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. To the extent that the definition of "Credited Service" sets forth contribution requirements that are more favorable to the Member than the minimum compliance requirements, the more favorable provisions shall apply.

6. Vesting.

A. ~~Member~~ A Member will be 100% vested in all benefits upon attainment of ~~the Plan's age and service requirements for the Plan's normal retirement benefit~~ his or her Normal Retirement Age; and

B. A Member will be 100% vested in all accrued benefits, to the extent funded, if the Plan is terminated or experiences a complete discontinuance of employer contributions.

7. Electronic Forms.

In those circumstances where a written election or consent is not required by the Plan or the Code, an oral, electronic, or telephonic form in lieu of or in addition to a written form may be prescribed by the Board. However, where applicable, the Board shall comply with Treas. Reg. § 1.401(a)-21.

8. Use of Forfeitures.

Forfeitures arising from terminations of service of Members shall serve only to reduce future City contributions.

9. Missing Benefit Recipients.

The System shall follow the procedures outlined in the IRS Employee Plans Compliance Resolution System (EPCRS) Program and other applicable IRS guidance to locate any missing individuals to whom a full unreduced benefit payment is due and if, at the conclusion of such efforts, the individual cannot be located, the existing procedure of cancelling payments otherwise due (provided that, if the individual is later located, the benefits due shall be paid) will apply.

SECTION 18. REPEAL OR TERMINATION OF SYSTEM.

1. This ordinance establishing the System and Fund, and subsequent ordinances pertaining to said System and Fund, may be modified, terminated, or amended, in whole or in part; provided that if this or any subsequent ordinance shall be amended or repealed in its application to any person benefitting hereunder, the amount of benefits which at the time of any such alteration, amendment, or repeal shall have accrued to the Member or Beneficiary shall not be affected thereby.

2. If this ordinance shall be repealed, or if contributions to the System are discontinued or if there is a transfer, merger or consolidation of government units, services or functions as provided in Chapter 121, ~~florida~~ Florida Statutes, the Board shall continue to administer the System in accordance with the provisions of this ordinance, for the sole benefit of the then Members, any Beneficiaries then receiving retirement allowances, and any future persons entitled to receive benefits under one of the options provided for in this Ordinance who are designated by any of said Members. In the event of repeal, discontinuance of contributions, or transfer, merger or consolidation of government units, services or functions there shall be full vesting (100%) of benefits accrued to date of repeal and such benefits shall be nonforfeitable.

3. The fund shall be distributed in accordance with the following procedures:

A. The Board shall determine the date of distribution and the asset value required to fund all the nonforfeitable benefits after taking into account the expenses of such distribution. The Board shall inform the City if additional assets are required, in which event the City shall continue to financially support the Plan until all nonforfeitable benefits have been funded.

B. The Board shall determine the method of distribution of the asset value, whether distribution shall be by payment in cash, by the maintenance of another or substituted trust fund, by the purchase of

insured annuities, or otherwise, for each firefighter or police officer entitled to benefits under the plan as specified in subsection C.

C. The Board shall distribute the asset value as of the date of termination in the manner set forth in this subsection, on the basis that the amount required to provide any given retirement income is the actuarially computed single-sum value of such retirement income, except that if the method of distribution determined under subsection B. involves the purchase of an insured annuity, the amount required to provide the given retirement income is the single premium payable for such annuity. The actuarial single-sum value may not be less than the firefighter's or police officer's Accumulated Contributions to the Plan, with interest if provided by the Plan, less the value of any plan benefits previously paid to the firefighter or police officer.

D. If there is asset value remaining after the full distribution specified in subsection C., and after the payment of any expenses incurred with such distribution, such excess shall be returned to the City, less return to the State of the State's contributions, provided that, if the excess is less than the total contributions made by the City and the State to date of termination of the Plan, such excess shall be divided proportionately to the total contributions made by the City and the State.

E. The Board shall distribute, in accordance with subsection B., the amounts determined under subsection C.

If, after twenty-four (24) months after the date the Plan terminated or the date the Board received written notice that the contributions thereunder were being permanently discontinued, the City or the Board of the Fund affected has not complied with all the provisions in this Section, the Florida Department of Management Services will effect the termination of the Fund in accordance with this Section.

SECTION 19. DOMESTIC RELATIONS ORDERS; RETIREE DIRECTED PAYMENTS; EXEMPTION FROM EXECUTION, NON-ASSIGN ABILITY.

1. Domestic Relations Orders.

A. Prior to the entry of any domestic relations order which affects or purports to affect the System's responsibility in connection with the payment of benefits of a Retiree, the Member or Retiree shall submit the proposed order to the Board for review to determine whether the System may legally honor the order.

B. If a domestic relations order is not submitted to the Board for review prior to entry of the order, and the System is ordered to take action that it may not legally take, and the System expends administrative or legal fees in resolving the matter, the Member or Retiree who submits such an order will be required to reimburse the System for its expenses in connection with the order.

2. Retiree directed payments.

The board may, upon written request by a retiree or by a dependent, when authorized by a retiree or the retiree's beneficiary, authorize the system to withhold from the monthly retirement payment those funds that are necessary to pay for the benefits being received through the city, to pay the certified bargaining agent of the city, to make payment to insurance companies for insurance premiums as permitted by Chapter 175 and 185, Florida Statutes, and to make any payments for child support or alimony.

3. Exemption from Execution, Non-Assignability.

Except as otherwise provided by law, the pensions, annuities, or any other benefits accrued or accruing to any person under the provisions of this ordinance and the Accumulated Contributions and the cash securities in the Fund created under this ordinance are hereby exempted from any state, county or municipal tax of the state and shall not be subject to execution, attachment, garnishment or any legal process whatsoever and shall be unassignable.

SECTION 20. PENSION VALIDITY.

The Board shall have the power to examine into the facts upon which any pension shall heretofore have been granted under any prior or existing law, or shall hereafter be granted or obtained erroneously, fraudulently or illegally for any reason. The Board is empowered to purge the pension rolls or correct the pension amount of any person heretofore granted a pension under prior or existing law or any person hereafter granted a pension under this ordinance if the same is found to be erroneous, fraudulent or illegal for any reason; and to reclassify any person who has heretofore under any prior or existing law been or who shall hereafter under this ordinance be erroneously, improperly or illegally classified. Any overpayments or underpayments shall be corrected and paid or repaid in a reasonable manner determined by the Board.

SECTION 21. FORFEITURE OF PENSION.

1. The following is intended to implement Section 112.3173, Florida Statutes. In the event of any discrepancy in the language in this Section and the provisions of Section 112.3173, Florida Statutes, the latter shall prevail. Any Member who is convicted of the following offenses committed prior to retirement, or whose employment is terminated by reason of his or her admitted commission, aid or abetment of the following specified offenses, shall forfeit all rights and benefits under this Pension Fund, except for

the return of his or her Accumulated Contributions as of the date of termination. Specified offenses are as follows:

A. The committing, aiding or abetting of an embezzlement of public funds;

B. The committing, aiding or abetting of any theft by a public officer or employee from employer;

C. Bribery in connection with the employment of a public officer or employee;

D. Any felony specified in Chapter 838, Florida Statutes, except 838.15 and 836.16;

E. The committing of an impeachable offense;

F. The committing of any felony by a public officer or employee who willfully and with intent to defraud the public or the public agency, for which he or she acts or in which he or she is employed, of the right to receive the faithful performance of his or her duty as a public officer or employee, realizes or obtains or attempts to realize or obtain a profit, gain, or advantage for himself or for some other person through the use or attempted use of the power, rights, privileges, duties or position of his or her public office or employment position; or

G. The committing on or after October 1, 2008, of any felony defined in Section 800.04, Florida Statutes, against a victim younger than sixteen (16) years of age, or any felony defined in Chapter 794, Florida Statutes, against a victim younger than eighteen (18) years of age, by a public officer or employee through the use or attempted use of power, rights, privileges, duties, or position of his or her public office or employment position.

2. Conviction shall be defined as an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or a nolo contendere; a jury verdict of guilty when adjudication of guilt is withheld and the accused is placed on probation; or a conviction by the Senate of an impeachable offense.

3. Court shall be defined as any state or federal court of competent jurisdiction which is exercising its jurisdiction to consider a proceeding involving the alleged commission of a specified offense. Prior to forfeiture, the Board shall hold a hearing on which notice shall be given to the Member whose benefits are being considered for forfeiture. Said Member shall be afforded the right to have an attorney present. No formal

rules of evidence shall apply, but the Member shall be afforded a full opportunity to present his or her case against forfeiture.

4. Any Member who has received benefits from the System in excess of his or her Accumulated Contributions after Member's rights were forfeited shall be required to pay back to the Fund the amount of the benefits received in excess of his or her Accumulated Contributions. The Board may implement all legal action necessary to recover such funds.

SECTION 22. CONVICTION AND FORFEITURE; FALSE, MISLEADING OR FRAUDULENT STATEMENTS.

1. It is unlawful for a person to willfully and knowingly make, or cause to be made, or to assist, conspire with, or urge another to make, or cause to be made, any false, fraudulent, or misleading oral or written statement or withhold or conceal material information to obtain any benefit from the System.

2. A person who violates subsection 1. commits a misdemeanor of the first degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

3. In addition to any applicable criminal penalty, upon conviction for a violation described in subsection 1, a Member or Beneficiary of the System may, in the discretion of the Board, be required to forfeit the right to receive any or all benefits to which the person would otherwise be entitled under the System. For purposes of this subsection, "conviction" means a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

SECTION 23. INDEMNIFICATION.

1. To the extent not covered by insurance contracts in force from time to time, the City shall indemnify, defend and hold harmless members of the Board from all personal liability for damages and costs, including court costs and attorneys' fees, arising out of claims, suits, litigation, or threat of same, herein referred to as "claims", against these individuals because of acts or circumstances connected with or arising out of their official duty as members of the Board. The City reserves the right, in its sole discretion, to settle or not settle the claim at any time, and to appeal or to not appeal from any adverse judgment or ruling, and in either event will indemnify, defend and hold harmless any members of the Board from the judgment, execution, or levy thereon.

2. This Section shall not be construed so as to relieve any insurance company or other entity liable to defend the claim or liable for payment of the judgment or claim, from any liability, nor does this Section waive any provision of law affording the City immunity from any suit in whole or part, or waive any other substantive or procedural rights the City may have.

3. This Section shall not apply nor shall the City be responsible in any manner to defend or pay for claims arising out of acts or omissions of members of the Board which constitute felonies or gross malfeasance or gross misfeasance in office.

SECTION 24. FAMILY AND MEDICAL LEAVE ACT.

The fractional parts of the twenty-four (24) month period ending each March 1 that a Member is on leave without pay from the City pursuant to the Family and Medical Leave Act (FMLA) shall be added to his or her Credited Service provided that:

1. The Member contributes to the Fund the sum that he or she would have contributed, based on his or her Salary and the Member contribution rate in effect at the time that the Credited Service is requested, had he or she been a Member of the System for the fractional parts of the twenty-four (24) months ending each March 1 for which he or she is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of periods of Credited Service.

2. The request for Credited Service for FMLA leave time for the twenty-four (24) month period prior to each March 1 and payment of professional fees shall be made on or before March 31.

3. Payment by the Member of the required amount shall be made on or before April 30 for the preceding twenty-four (24) month period ending March 1 and shall be made in one lump sum payment upon receipt of which Credited Service shall be issued.

4. Credited Service purchased pursuant to this section shall not count toward vesting.

SECTION 25. DIRECT TRANSFERS OF ELIGIBLE ROLLOVER DISTRIBUTIONS.

1. Rollover Distributions.

A. General.

This Section applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the System to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

B. Definitions.

(1) Eligible Rollover Distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income. Effective January 1, 2002, any portion of any distribution which would be includible in gross income as after-tax employee contributions will be an eligible rollover distribution if the distribution is made to an individual retirement account described in section 408(a); to an individual retirement annuity described in section 408(b); ~~or~~ to a qualified defined contribution plan described in section 401(a) or 403(a) that agrees to separately account for amounts so transferred (and earnings thereon, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible; or on or after January 1, 2007, to a qualified defined benefit plan described in Code Section 401(a) or to an annuity contract described in Code Section 403(b), that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible.

(2) Eligible Retirement Plan: An eligible retirement plan is an individual retirement account described in section 408(a) of the Code; an individual retirement annuity described in section 408(b) of the Code; an annuity plan described in section 403(a) of the Code; effective January 1, 2002, an eligible deferred compensation plan described in section 457(b) of the Code which is maintained by an eligible employer described in section 457(e)(1)(A) of the Code and which agrees to separately account for amounts transferred into such plan from this plan; effective January 1, 2002, an annuity contract described in section 403(b) of the Code; a qualified trust described in section 401(a) of the Code; or effective January 1, 2008, a Roth IRA described in Section 408A of the Code, that accepts the distributee's eligible rollover distribution. This definition shall also apply in the case of an eligible rollover distribution to the surviving

Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(3) Distributee: A distributee includes an employee or former employee. It also includes, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse. Effective January 1, 2007, it further includes a nonspouse beneficiary who is a designated beneficiary as defined by Code Section 401(a)(9)(E). However, a nonspouse beneficiary may rollover the distribution only to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution and the account or annuity will be treated as an "inherited" individual retirement account or annuity.

(4) Direct Rollover: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

2. Rollovers or Transfers into the Fund.

On or after January 1, 2002, the System will accept Member rollover cash contributions and/or direct cash rollovers of distributions made on or after January 1, 2002, as follows:

A. Direct Rollovers or Member Rollover Contributions from Other Plans. The System will accept either a direct rollover of an eligible rollover distribution or a Member contribution of an eligible rollover distribution from a qualified plan described in section 401(a) or 403(a) of the Code, from an annuity contract described in section 403(b) of the Code or from an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

B. Member Rollover Contributions from IRAs. The system will accept a Member rollover contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over.

3. Elimination of Mandatory Distributions.

Notwithstanding any other provision herein to the contrary, in the event this Plan provides for a mandatory (involuntary) cash distribution from the Plan not otherwise required by law, for an amount in excess of ~~one-thousand dollars ($1,000.00)~~ seven thousand ($7000), such distribution shall be made from the Plan only upon written request of the Member and completion by the Member of a written election on forms designated by the Board, to either receive a cash lump sum or to rollover the lump sum amount.

SECTION 26. PRIOR POLICE OR FIRE SERVICE.

Unless otherwise prohibited by law, and except as provided for in Section 1, the years or fractional parts of years that a Police Officer or Firefighter previously served as a Police Officer or Firefighter with the City of Ocoee during a period of previous employment and for which period Accumulated Contributions were withdrawn from the Fund, or the years and fractional parts of years that a Member served as a Firefighter or Police Officer for any other municipal, county or special district fire department or special law enforcement department in the State of Florida or jurisdiction other than the State of Florida, shall be added to his or her years of Credited Service provided that:

1. The Police Officer or Firefighter contributes to the Fund an actuarially determined amount such that the crediting of service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of Credited Service.

2. Multiple requests to purchase Credited Service pursuant to this Section may be made at any time prior to Retirement.

3. Payment by the Police Officer or Firefighter of the required amount shall be made within six (6) months of his or her request for credit and shall be made in one (1) lump sum payment to the Board, upon receipt of which Credited Service shall be given.

4. The maximum credit under this Section for jurisdiction other than with the city of Ocoee when combined with credited service purchased pursuant to Section 28, Military Service Prior to Employment, shall be five (5) years of Credited Service and shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits. There shall be no maximum purchase of credit for prior service with the City of Ocoee and such credit shall count for all purposes, including vesting.

5. In no event, however, may Credited Service be purchased pursuant to this Section for prior service with any other municipal, county or special district fire department or special law enforcement department, if such prior service forms or will form the basis of a retirement benefit or pension from another retirement system or plan as set forth in Section 15, subsection 12.B.

6. For purposes of determining credit for prior service as a Firefighter as provided for in this Section, in addition to service as a Firefighter in this State, credit may be purchased by the Member in the same manner as provided above for federal, other state, county or municipal service if the prior service is recognized by the Division of State Fire Marshal, as provided under Chapter 633, Florida Statutes, or the Firefighter provides proof to the Board that such service is equivalent to the service required to meet the definition of a Firefighter under Section 1.

7. For purposes of determining credit for prior service as a Police Officer as provided for in this Section, in addition to service as a Police Officer in this State, credit

may be purchased by the Member in the same manner as provided above for federal, other state, county or municipal service if the prior service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement, as provided under Chapter 943, Florida Statutes, or the Police Officer provides proof to the Board that such service is equivalent to the service required to meet the definition of a Police Officer under Section 1.

SECTION 27. DEFERRED RETIREMENT OPTION PLAN.

1. Definitions.

As used in this Section 27, the following definitions apply:"

A. "DROP" -- The Ocoee Police Officers' and Firefighters' Deferred Retirement Option Plan.

B. "DROP Account" -- The account established for each DROP participant under subsection 3.

C. "Total Return of the Assets" -- For purposes of calculating earnings on a Member's DROP Account pursuant to subsection 3.B.(2)(b)., for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets.

2. Participation.

A. Eligibility to Participate.

In lieu of terminating his employment as a Police Officer or Firefighter, any Member who is eligible for normal retirement under the System may elect to defer receipt of such service retirement pension and to participate in the DROP.

B. Election to Participate.

A Member's election to participate in the DROP must be made in writing in a time and manner determined by the Board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the Board.

C. Period of participation.

1. A Member who elects to participate in the DROP under subsection 2.B., shall participate in the DROP for a period not to exceed sixty (60) months beginning on the date which the Member first becomes eligible for normal retirement. An election to participate in the DROP shall constitute an

irrevocable election to resign from the service of the City at the time of election into the DROP. A Member may participate only once.

2. Effective October 1, 2023, a Firefighter Member shall be eligible to participate in the DROP for a period not to exceed ninety-six (96) months beginning on the date which the Member first becomes eligible for normal retirement.

a. A Firefighter Member who entered the DROP prior to October 1, 2023 and has not reached their maximum DROP participation period of 60 months as of October 1, 2023, may, in accordance with the conditions specified below, elect to extend their maximum DROP participation period from sixty (60) months to ninety-six (96) months. Upon approval by the Board, a Member's election to extend participation in the DROP shall extend the Member's DROP participation period as if the maximum participation period upon entry into the DROP was 96 months (e.g. adding 36 months to the initial 60-month maximum DROP participation period). For Members who elect to extend their maximum DROP participation, the following conditions shall apply to any such extension of DROP participation:

i. The election shall be irrevocable;

ii. The Member must, in writing, (1) agree to terminate employment at the end of the extended DROP participation period, and (2) submit an irrevocable, unconditional letter of resignation prior to extending the DROP, which resignation shall be effective on the date the DROP participation period ends (which shall be the earlier of the termination of the member's employment, for any reason, or the last day of the extended maximum DROP participation period); and

iii. The Member must elect to extend the DROP participation period and submit the written requirements noted above prior to the end of the member's initial 60 month DROP participation period. In the event a Member who is eligible to extend his/her maximum DROP participation period does not timely elect to do so, the

Member's DROP participation period shall not be extended, and the maximum DROP participation period shall remain 60 months.

3. Effective October 1, 2025, a Police Member shall be eligible to participate in the DROP for a period not to exceed ninety-six (96) months beginning on the date which the Member first becomes eligible for normal retirement.

a. A Police Member who entered the DROP prior to October 1, 2025 and has not reached their maximum DROP participation period of 60 months as of October 1, 2025, may, in accordance with the conditions specified below, elect to extend their maximum DROP participation period from sixty (60) months to ninety-six (96) months. Upon approval by the Board, a Member's election to extend participation in the DROP shall extend the Member's DROP participation period as if the maximum participation period upon entry into the DROP was 96 months (e.g. adding 36 months to the initial 60-month maximum DROP participation period). For Members who elect to extend their maximum DROP participation, the following conditions shall apply to any such extension of DROP participation:

i. The election shall be irrevocable;

ii. The Member must, in writing, (1) agree to terminate employment at the end of the extended DROP participation period, and (2) submit an irrevocable, unconditional letter of resignation prior to extending the DROP, which resignation shall be effective on the date the DROP participation period ends (which shall be the earlier of the termination of the member's employment, for any reason, or the last day of the extended maximum DROP participation period); and

iii. The Member must elect to extend the DROP participation period and submit the written requirements noted above prior to the end of the member's initial 60 month DROP participation period. In the event a Member who is eligible to extend his/her maximum DROP participation period does not timely elect to do so, the Member's DROP participation period shall not be extended, and the

maximum DROP participation period shall remain 60 months.

4. For a DROP participant who fails to terminate city employment at the expiration of the 96-month maximum DROP participation period, such Member shall be deemed not to be retired, the DROP election shall be null and void, and the Member shall have no accumulated DROP benefits. Retirement System membership shall be reestablished retroactively to the original date of the commencement of the DROP, and the Member shall be required to pay to the Retirement System the Member contributions as if they had continued service to the city, and the city contributions during the period such Member participated in the DROP, plus an interest rate equal to the annual assumed investment return during each year the Member participated in the DROP.

D. Termination of Participation.

(1) A Member participating in the DROP shall cease participating in the DROP by:

(a) electing in writing, in a time and manner determined by the Board, to cease participating in the DROP;

(b) continuing to be employed as a Police Officer or Firefighter at the end of his period of participation in the DROP as determined under subsection 2.C.; or

(c) terminating his employment as a Police Officer or Firefighter.

Any election made under clause (a) shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the Board.

(2) Upon the Member's termination of participation in the DROP, pursuant to subsection (1),(a) or (b) above, all amounts provided for in subsection 3.B., including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the System to his DROP Account. Any amounts remaining in his DROP Account shall be paid to him in accordance with the provisions of subsection 4. when he terminates his employment as a Police Officer or Firefighter.

(3) A Member who elects to terminate his participation in the DROP under subsection 2.D. shall not be permitted to again become a participant in the DROP.

E. Effect of DROP Participation on the System.

(1) A Member's Credited Service and his accrued benefit under the System shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the Member's Salary for the purposes of calculating his Average Final Compensation shall include an amount equal to any lump sum payments which would have been paid to the Member and included as Salary as defined herein, had the Member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the Member shall be deducted from the first payments to the Member's DROP Account. The Member shall not accrue any additional Credited Service or any additional benefits under the System (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment for Retirees in the System) while he is a participant in the DROP. After a Member commences participation, he shall not be permitted to again contribute to the System nor shall he be eligible for disability or pre-retirement death benefits, except as provided for in Section 29. After a Member commences participation in the DROP, no changes to such Member's form of benefit election shall be permitted.

(2) No amounts shall be paid to a Member from the System while the Member is a participant in the DROP. Unless otherwise specified in the System, if a Member terminates his participation in the DROP other than by terminating his employment as a Police Officer or Firefighter, no amounts shall be paid to him from the System until he terminates his employment as a Police Officer or Firefighter. Unless otherwise specified in the System, amounts transferred from the System to the Member's DROP Account shall be paid directly to the Member only on the termination of his employment as a Police Officer or Firefighter.

3. Funding.

A. Establishment of DROP Account.

A DROP Account shall be established for each Member participating in the DROP. A Member's DROP Account shall consist of amounts transferred to the DROP under subsection 3.B., and earnings or interest on those amounts.

B. Transfers From Retirement System.

(1) As of the first day of each month of a Member's period of participation in the DROP, the monthly retirement benefit he would have received under the System had he terminated his employment as a Police Officer or Firefighter and elected to receive monthly benefit payments thereunder shall be transferred to his DROP Account, except as otherwise provided for in subsection 2.D.(2). A Member's period of participation in the DROP shall be determined in accordance with the provisions of subsections 2.C. and 2.D., but in no event shall it continue past the date he terminates his employment as a Police Officer or Firefighter.

(2) Except as otherwise provided in subsection 2.D.(2), a Member's DROP Account under this subsection 3.B. shall be debited or credited after each fiscal year quarter with either:

(a) For Members who enter the DROP prior to October 1, 2012, interest at an effective rate of six and one-half percent (6.5%) per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the Member's DROP Account as of such date (to be applicable to all current and future DROP participants); or

(b) For Members who enter the DROP on or after October 1, 2012 interest at an effective rate of two percent (2%) per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the Member's DROP Account as of such date (to be applicable to all current and future DROP participants); or

(c) Earnings, to be credited or debited to the Member's DROP Account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

The average daily balance in a Member's DROP Account shall be credited or debited at a rate equal to the actual net rate of investment return realized by the System for that quarter but not less than zero percent (0%) for Police Officer Members. Effective October 1, 2021, Firefighter Members shall be credited or debited at a rate equal to the actual net rate of investment return realized by the System for that quarter, but in no event shall such returns be less than zero (0%) percent. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the Member's DROP Account is invested by the Board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a Member's DROP Account pursuant to this subsection 3.B.(2)(b)., brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total Plan assets.

Upon electing participation in the DROP, the Member shall elect to receive either interest or earnings on his account to be determined as provided above. The Member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

(3) A Member's DROP Account shall only be credited or debited with earnings or interest and monthly benefits while the Member is a participant in the DROP and after the Member dies, retires or terminates his employment as a Police Officer or Firefighter. If a Member is employed by the City Fire and Police Departments after electing to cease participation in the DROP pursuant to subsection 2.D.(1)(a) or after participating in the DROP for five (5) years, then beginning with the next payment following cessation of participation or beginning with

the Member's 61st month of DROP participation, whichever occurs first, the Member's DROP Account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the Member is employed by the City Fire and Police Departments. A Member employed by the City Fire and Police Departments after five (5) years of DROP participation will still not be eligible for pre-retirement death or disability benefits, nor will he accrue additional Credited Service, except as provided for in Section 29. Notwithstanding, effective October 1, 2023, for all Firefighter Members who elect to participate in the DROP for eight (8) years, then beginning with the next payment following cessation of participation or beginning with the Member's 97th month of DROP participation, whichever occurs first, the Member's DROP account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to their DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the Member remains employed by the City as a Firefighter. Notwithstanding, effective October 1, 2025, for all Police Members who elect to participate in the DROP for eight (8) years, then beginning with the next payment following cessation of participation or beginning with the Member's 97th month of DROP participation, whichever occurs first, the Member's DROP account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to their DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the Member remains employed by the City as a Police Officer.

4. Distribution of DROP Accounts on Termination of Employment.

A. Eligibility for Benefits.

A Member shall receive the balance in his DROP Account in accordance with the provisions of this subsection 4. upon his termination of employment as a Police Officer or Firefighter. Except as provided in subsection 4.D., no amounts shall be paid to a Member from the DROP prior to his termination of employment as a Police Officer or Firefighter.

B. Form of Distribution.

(1) Unless the Member elects otherwise, distribution of his DROP Account shall be made in a cash lump sum, subject to the direct rollover provisions set forth in subsection 4. F. Elections under this paragraph shall be in writing and shall be made in such time or manner as the Board shall determine.

(2) If a Member dies before his benefit is paid, his DROP Account shall be paid to his Beneficiary in such optional form as his Beneficiary may select. If no Beneficiary designation is made, the DROP Account shall be distributed to the Member's estate.

C. Date of Payment of Distribution.

Except as otherwise provided in this subsection 4., distribution of a Member's DROP Account shall be made as soon as administratively practicable following the Member's termination of employment. Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election, on forms designated by the Board, to either receive a cash lump sum or a rollover of the lump sum amount.

D. Proof of Death and Right of Beneficiary or Other Person.

The Board may require and rely upon such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of a deceased Member's DROP Account as the Board may deem proper and its determination of the right of that Beneficiary or other person to receive payment shall be conclusive.

E. Distribution Limitation.

Notwithstanding any other provision of this subsection 4., all distributions from the DROP shall conform to the "Minimum Distribution of Benefits" provisions as provided for herein.

F. Direct Rollover of Certain Distributions.

This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the System in Section 25, herein incorporated by reference.

5. Administration of DROP.

A. Board Administers the DROP.

The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the Board. The members of the Board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as Trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A Trustee shall not vote on any question relating exclusively to himself.

B. Individual Accounts, Records and Reports.

The Board shall maintain, or cause to be maintained, records showing the operation and condition of the DROP, including records showing the individual balances in each Member's DROP Account, and the Board shall keep, or cause to be kept, in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The Board shall prepare or cause to be prepared and distributed to Members participating in the DROP and other individuals or filed with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code, the applicable portions of the Act and any other applicable laws.

C. Establishment of Rules.

Subject to the limitations of the DROP, the Board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The Board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the Board as to the interpretation of the DROP or its determination of any disputed

questions shall be conclusive and final to the extent permitted by applicable law. The Board shall also oversee the investment of the DROP'S assets.

D. Limitation of Liability.

(1) The Trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.

(2) Neither the Board nor any Trustee of the Board shall be responsible for any reports furnished by any expert retained or employed by the Board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The Board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

6. General Provisions.

A. The DROP Is Not a Separate Retirement Plan.

Instead, it is a program under which a Member who is eligible for normal retirement under the System may elect to accrue future retirement benefits in the manner provided in this section 27 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a Member is entitled to a lump sum distribution of his or her DROP Account balance or may elect a rollover. The DROP Account distribution is in addition to the Member's monthly benefit.

B. Notional Account.

The DROP Account established for such a Member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member until the Member's termination from the DROP. The Member has no control over the investment of the DROP Account.

C. No Employer Discretion.

The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

D. IRC Limit.

The DROP Account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

E. Amendment of DROP.

The DROP may be amended by an ordinance of the City at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP Account of any Member.

F. Facility of Payment.

If the Board shall find that a Member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the Board may direct that any benefit due him, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his Spouse, a child, a parent or other blood relative, or to a person with whom he resides. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

G. Information.

Each Member, Beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the Board the information that it shall require to establish his rights and benefits under the DROP.

H. Written Elections, Notification.

(1) Any elections, notifications or designations made by a Member pursuant to the provisions of the DROP shall be made in writing and filed with the Board in a time and manner determined by the Board under rules uniformly applicable to all employees similarly situated. The Board reserves the right to change from the time and manner for making notifications,

elections or designations by Members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

(2) Each Member or Retiree who has a DROP Account shall be responsible for furnishing the Board with his current address and any subsequent changes in his address. Any notice required to be given to a Member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the Board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the Member or Retiree notifies the Board of his address.

I. Benefits Not Guaranteed.

All benefits payable to a Member from the DROP shall be paid only from the assets of the Member's DROP Account and neither the City nor the Board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

J. Construction.

(1) The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.

(2) The titles and headings of the subsections in this Section 27 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

K. Forfeiture of Retirement Benefits.

Nothing in this Section shall be construed to remove DROP participants from the scope of Section 22 above or Section 112.3173, Florida Statutes. DROP participants who commit a specified offense or whose employment is terminated as described in Section 22 while employed, will be subject to forfeiture of all retirement benefits, including DROP benefits, pursuant to the above provisions of law.

L. Effect of DROP Participation on Employment.

Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

7. BAC-DROP.

In lieu of participation in the DROP, for Members who elect on or after October 1, 2012 to participate in an actuarially equivalent BAC-DROP to a date of the Member's choosing, provided that the date is not further back than the Member's normal retirement date. The total BAC-DROP period shall not exceed sixty (60) months and shall provide an immediate partial lump sum distribution, payable to the Member's DROP Account. The lump sum shall be the accrued benefit, determined as if the Member had entered the DROP retroactively, as described above, accumulated with interest at the annual fixed rate of 2%. The Member may choose an actuarially equivalent form of benefit at the time of BAC-DROP entry, as described in Section 10, Optional Forms of Benefits. Member contributions shall be returned for the period of the BAC-DROP participation. A Member electing the BAC-DROP shall terminate employment not later than the first day of the month following his election to participate in the BAC-DROP. The Board's authority and power for administration of the BAC-DROP shall be the same as those provided for in the DROP.

SECTION 28. MILITARY SERVICE PRIOR TO EMPLOYMENT.

The years or fractional parts of years that a Firefighter or Police Officer serves or has served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the City Fire Department or City Police Department shall be added to his years of Credited Service provided that:

1. The Member contributes to the Fund an actuarially determined amount so that the crediting of the purchased service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of Credited Service.

2. Multiple requests to purchase Credited Service pursuant to this Section may be made at any time prior to Retirement.

3. Payment by the Member of the required amount shall be made within six (6) months of his request for credit and shall be made in one (1) lump sum payment to the Board, upon receipt of which Credited Service shall be given.

4. The maximum credit under this Section when combined with credited service purchased pursuant to Section 26, Prior Police or Fire Service, for jurisdiction other than the City of Ocoee, shall be five (5) years.

5. Credited Service purchased pursuant to this Section shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits.

SECTION 29. REEMPLOYMENT AFTER RETIREMENT.

1. Any Retiree who is retired under this System may be reemployed by any public or private employer, and may receive compensation from that employment without limiting or restricting in any way the retirement benefits payable under this System. Nothwithstanding the previous sentence, reemployment by the City shall be subject to the limitations set forth in this Section.

2. After Normal Retirement. Any Retiree who is retired under normal retirement pursuant to this System and who is reemployed as a Firefighter or Police Officer after that Retirement and, by virtue of that reemployment, is eligible to participate in this System, shall upon being reemployed discontinue receipt of benefits. Upon reemployment, the Retiree shall be deemed to be fully vested and the additional Credited Service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to the benefit determined upon the initial retirement to determine the total benefit payable upon final Retirement. Calculations of benefits upon Retirement shall be based upon the benefit accrual rate, Average Final Compensation, and Credited Service as of that date and the retirement benefit amount for any subsequent employment period shall be based upon the benefit accrual rate, Average Final Compensation (based only on the subsequent employment period), and Credited Service as of the date of subsequent retirement The amount of any death or disability benefit received as a result of a subsequent period of employment shall be reduced by the amount of accrued benefit eligible to be paid for a prior period of employment. The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the Member may select a different optional form and joint pensioner applicable to the subsequent retirement benefit.

3. Any Retiree who is retired under normal retirement pursuant to this System and who is reemployed by the City after that Retirement and, by virtue of that reemployment is ineligible to participate in this System, shall, during the period of such reemployment, discontinue receipt of benefits during any subsequent employment period.

4. After Early Retirement. Any Retiree who is retired under early retirement pursuant to this System and who subsequently becomes an employee of the City in any capacity shall discontinue receipt of benefits from the System. If by virtue of that reemployment, the Retiree is eligible to participate in this System, the Retiree shall be

deemed to be fully vested and the additional Credited Service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to the benefit determined upon the initial retirement to determine the total benefit payable upon final Retirement. Calculations of benefits upon retirement shall be based upon the benefit accrual rate, Average Final Compensation, Credited Service and early retirement reduction factor as of that date and the retirement benefit amount for any subsequent employment period shall be based upon the benefit accrual rate, Average Final Compensation (based only on the subsequent employment period), and Credited Service as of the date of subsequent retirement. The amount of any death or disability benefit received as a result of a subsequent period of employment shall be reduced by the amount of accrued benefit eligible to be paid for a prior period of employment. The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the member may select a different optional form and joint pensioner applicable to the subsequent retirement benefit. Retirement pursuant to an early retirement incentive program shall be deemed early retirement for purposes of this Section if the Member was permitted to retire prior to the customary retirement date provided for in the System at the time of retirement.

5. After Disability Retirement.

A. Subject to paragraphs B and C. below, any Retiree who is retired under Section 8., Disability ("disability retiree"), may, subject to subsection 5., Physical Examination Requirement, of that section, be reemployed by any public or private employer, and may receive compensation from that employment without limiting or restricting in any way, the retirement benefits payable under this system.

B. Any disability Retiree who subsequently becomes an employee of the City in any capacity, except as a Police Officer or Firefighter, shall discontinue receipt of disability benefits from the system for the period of any such employment.

C. If a disability Retiree is reemployed as a Police Officer or Firefighter (as applicable, based on position held at the time of disability), for any employer ~~the City~~, his or her disability benefit shall cease and, if reemployed in such capacity by the City, Section 8, subsection 5. shall apply.

6. Reemployment of Terminated Vested Persons. Reemployed terminated vested persons shall not be subject to the provisions of this Section until such time as

they begin to actually receive benefits. Upon receipt of benefits, terminated vested persons shall be treated as normal or early Retirees for purposes of applying the provisions of this Section and their status as an early or normal Retiree shall be determined by the date they elect to begin to receive their benefit.

7. DROP participants. Retirees who were in the Deferred Retirement Option Plan shall, following termination of employment after DROP participation, have the options provided for in this section for reemployment.

SECTION 30. SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTERS 175 AND 185 SHARE ACCOUNTS.

FIREFIGHTERS. There is hereby established an additional plan component, for Firefighter Members, to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous Sections of this Plan, such benefit to be funded solely and entirely by Chapter 175, Florida Statutes, premium tax monies for each plan year which are allocated to this supplemental component as provided for in Section 175.351, Florida Statutes. Amounts allocated to this supplemental component ("Share Plan") shall be further allocated to the members and DROP participants in a manner to be agreed upon.

POLICE OFFICERS. There is also hereby established an additional plan component, for Police Officer Members, to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous Sections of this Plan, such benefit to be funded solely and entirely by Chapter 185, Florida Statutes, premium tax monies for each plan year which are allocated to this supplemental component as provided for in Section 185.35, Florida Statutes. Amounts allocated to this supplemental component ("Share Plan") shall be further allocated to the members and DROP participants as follows:

1. Individual Member Share Accounts.

The Board shall create individual "Member Share Accounts" for all actively employed Police Officer plan Members and Police Officer DROP participants and maintain appropriate books and records showing the respective interest of each Member or DROP participant hereunder. Each Member or DROP participant shall have a Member Share Account for his share of the Chapter 185, Florida Statutes, tax revenues described above, forfeitures and income and expense adjustments relating thereto. The Board shall maintain separate Member Share Accounts, however, the maintenance of separate accounts is for accounting purposes only and a segregation of the assets of the trust fund to each account shall not be required or permitted.

2. Share Account Funding.

A. Individual Member Share Accounts shall be established as of September 30, 2017 for all Members and DROP participants who

were actively employed as of October 1, 2016. Individual Member Share Accounts shall be credited with an allocation as provided for in the following subsection 3. of any premium tax monies which have been allocated to the share plan for that Plan Year, beginning with the Plan Year ending September 30, 2017.

B. Any forfeitures as provided in subsection 4., shall be used as part of future allocations to the individual Member Share Accounts in accordance with the formula set forth in subsection 3.A.

3. Allocation of Monies to Share Accounts.

A. Allocation of Chapter 185 Contributions.

(1) Effective as of September 30, 2017, the amount of any premium tax monies allocated to the share plan, including the initial allocation set forth in paragraph (2) below, shall be allocated to individual Member Share Accounts as provided for in this subsection. Members retiring (or entering DROP) on or after October 1, 2016 and prior to September 30, 2017 shall receive an allocation. In addition, all premium tax monies allocated to the Share Plan in any subsequent Plan Year shall also be allocated as provided for in this subsection. Available premium tax monies shall be allocated to individual Member Share Accounts at the end of each Plan Year on September 30 (a “valuation date”).

(2) Initial Allocation. Accumulated premium tax revenues in the amount of $193,673.55 shall be allocated in the initial allocation on September 30, 2017. Only members and DROP participants with at least one year of credited service on May 31, 2017 shall receive a share of this initial allocation of accumulated premium tax revenues. The amount to be allocated to the share account of each member or DROP participant who is eligible for an allocation shall be an amount equal to a fraction of the total amount, the numerator of which shall be the individuals total full months of Credited Service as of May 31, 2017, and the denominator of which shall be the sum of the total months of Credited Service as of May 31, 2017, of all individuals to whom allocations are being made. For purposes of this paragraph, Credited Service shall not include purchased service for pre-employment military service or prior police service with another employer.

(3) On each subsequent valuation date after September 30, 2017, each current actively employed Member of the plan not participating in the DROP, each DROP participant and each Retiree who retires or DROP participant who has terminated DROP participation in the Plan Year ending on the valuation date (including each disability retiree), or Beneficiary of a deceased Member (not including terminated vested persons) who is otherwise eligible for an allocation as of the valuation date shall receive a share allocation based on an allocation method to be determined.

(4) Re-employed Retirees shall be deemed new employees and shall receive an allocation based solely on the Credited Service in the reemployment period.

B. Allocation of Investment Gains and Losses.

On each valuation date, each individual Member Share Account shall be adjusted to reflect the net earnings or losses resulting from investments during the year. The net earnings or losses allocated to the individual Member Share Accounts shall be the same percentage which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees.

Net earnings or losses are determined as of the last business day of the fiscal year, which is the valuation date, and are debited or credited as of such date.

For purposes of calculating net earnings or losses on a Member's share account pursuant to this subsection, brokerage commissions, transaction costs, and management fees for the immediately preceding fiscal year shall be determined for each year by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these annual contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

C. Allocation of Costs, Fees and Expenses.

On each valuation date, each individual Member Share Account shall be adjusted to allocate its pro rata share of the costs, fees and expenses of administration of the Share Plan. These fees shall be allocated to each individual Member Share Account on a

proportionate basis taking the costs, fees and expenses of administration of the Share Plan as a whole multiplied by a fraction, the numerator of which is the total assets in each individual Member Share Account (after adding the annual investment gain or loss) and the denominator of which is the total assets of the fund as a whole as of the same date.

D. No Right to Allocation.

The fact of allocation or credit of an allocation to a Member's Share Account by the Board shall not vest in any Member, any right, title, or interest in the assets of the trust or in the Chapter 185, Florida Statutes, tax revenues except at the time or times, to the extent, and subject to the terms and conditions provided in this Section.

E. Members and DROP participants shall be provided annual statements setting forth their share account balance as of the end of the Plan Year.

F. Allocation of Chapter 175 Contributions.

Effective October 1, 2021, the Chapter 175 base premium tax revenues (i.e. $282,130.75) and the Chapter 175 additional premium tax revenues (i.e. Chapter 175 premium tax monies received in excess of $282,130.75) shall be allocated in accordance with the statutory default methodology provided for in Section 175.351, Florida Statutes, except that the City's allotted 50% of such annual premium tax revenues shall first be applied towards reducing the unfunded actuarial accrued liability of the Fund for so long as such unfunded liability exists. Once all such actuarial unfunded liabilities are satisfied, all premium tax revenues attributable to the City as set forth herein shall be applied to reduce the City's annual required contribution to the System as set forth by the Fund's actuary.

4. Forfeitures.

Any Member who has less than ~~five (5) years of Credited Service~~ seven (7) years of Credited Service (five (5) years of Credited Service with respect to a Firefighter hired prior to October 1, 2015, or a Police Officer hired prior to May 16, 2017) and who is not otherwise eligible for payment of benefits after termination of employment with the City as provided for in subsection 5. shall forfeit his individual Member Share Account. Forfeited amounts shall be included and used as part of the ~~Chapter 185~~ Chapter 175 or 185 (as the case may be) tax revenues for future allocations to individual Member Share Accounts on each valuation date in accordance with the formula set forth in subsection 3.A.

5. Eligibility For Benefits.

Any Member (or his Beneficiary) who terminates employment as a Police Officer or Firefighter with the City or who dies, upon application filed with the Board, shall be entitled to be paid the value of his individual Member Share Account, subject to the following criteria:

A. Retirement Benefit.

(1) A Member shall be entitled to one hundred percent (100%) of the value of his share account upon normal or early Retirement pursuant to Section 6, or if the Member enters the DROP, upon termination of employment.

(2) Such payment shall be made as provided in subsection 6.

B. Termination Benefit.

(1) In the event that a Member's employment as a Police Officer or Firefighter is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his share account only if he is vested in accordance with Section 9.

(2) Such payment shall be made as provided in subsection 6.

C. Disability Benefit.

(1) In the event that a Member is determined to be eligible for either an in-line of duty disability benefit pursuant to Section 8, subsection 1. or a not-in-line of duty disability benefit pursuant to Section 8, subsection 3., he shall be entitled to one hundred percent (100%) of the value of his share account.

(2) Such payment shall be made as provided in subsection 6.

D. Death Benefit.

(1) In the event that a Member or DROP participant dies while actively employed as a Police Officer or Firefighter, one hundred percent (100%) of the value of his Member Share Account shall be paid to his designated Beneficiary as provided in Section 7.

(2) Such payment shall be made as provided in subsection 6.

6. Payment of Benefits.

If a Member or DROP participant terminates employment for any reason or dies and he or his Beneficiary is otherwise entitled to receive the balance in the Member's share account, the Member's share account shall be valued by the plan's actuary on the next valuation date as provided for in subsection 3. above, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable following the valuation date, but not later than one hundred fifty (150) days following the valuation date and shall be paid in one lump sum payment. No optional forms of payments shall be permitted.

7. Benefits Not Guaranteed.

All benefits payable under this Section 30 shall be paid only from the assets accounted for in individual Member Share Accounts. Neither the City nor the Board shall have any duty or liability to furnish any additional funds, securities or other assets to fund share account benefits. Neither the Board nor any Trustee shall be liable for the making, retention, or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the Member Share Account balances, except due to his or its own negligence, willful misconduct or lack of good faith. All investments shall be made by the Board subject to the restrictions otherwise applicable to fund investments.

8. Notional Account.

The Member Share Account is a notional account, used only for the purpose of calculation of the share distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member or DROP participant until the Member's or DROP participant's termination from employment. The Member or DROP participant has no control over the investment of the share account.

9. No Employer Discretion.

The share account benefit is determined pursuant to a specific formula which does not involve employer discretion.

~~10. Maximum Additions.~~

~~Notwithstanding any other provision of this Section, annual additions under this Section shall not exceed the limitations of Internal Revenue Code Section 415(c) pursuant to the provisions of Section 15, subsection 11.~~

10. IRC Limit.

The share account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference:
AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE CITY OF OCOEE MUNICIPAL POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT TRUST FUND; AMENDING ORDINANCE NUMBER 2010-019, AS SUBSEQUENTLY AMENDED; PROVIDING FOR THE RESTATEMENT OF THE CITY OF OCOEE MUNICIPAL POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT TRUST FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

The proposed ordinance seeks to restate the governing local law for the City of Ocoee Police Officers and Fire Fighters Retirement Trust Fund ensuring compliance, clarity and consistency in administration. Further, the proposed revisions provide necessary updates to certain Internal Revenue Code tax qualification and Florida statutory compliance provisions while removing obsolete, redundant and/or erroneous terms.

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

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

N/A

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

N/A

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

Refer to Actuarial Impact Statement prepared by Foster & Foster, the pension plan actı

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

N/A

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

The proposed ordinance amendment has been certified by the plan actuary as having no financial impact to the City. It does not substantively change any benefits, eligibility or terms of employment.

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 23

Contact Name: Gequita Cowan
Contact Number: Ext. 6434

Department Director: Craig Shadrix
City Manager: Craig Shadrix

Subject: First Reading of Ordinance Amending the City of Ocoee General Retirement Trust Fund. (Pension Board Attorney Herrera)

Background Summary:

The Pension Board for the City of Ocoee General Retirement Trust Fund is governed by ordinance. The Board's actuaries and consultants, Foster & Foster, have reviewed the proposed ordinance that would amend and fully restate Ordinance No. 2009-020. Foster & Foster concluded that adopting the proposed ordinance will not affect the assumptions used to determine the program's funding requirements.

Please see attached letters from the Board's attorneys, Sugarman, Susskind, Braswell & Herrera, and from the Board's actuaries and consultants, Foster & Foster.

Issue:

Should the Honorable Mayor and City Commission approve the proposed Ordinance Amending and Restating the City of Ocoee General Retirement Trust Fund?

Recommendations:

The Pension Board Trustees recommend the Honorable Mayor and City Commission approve the proposed Ordinance Amending and Restating the City of Ocoee General Retirement Trust Fund.

Attachments:

1. No Impact Letter Ocoee - General (September 2025)
2. No Impact Letter Ocoee - General (March 2026)
3. List of Restatement Changes - General
4. General Employees Plan Restatement thru 2024-11
5. Business Impact Estimate

Financial Impacts:

No financial impact as stated by Foster & Foster Actuarial Consultant.

Type of Item: First Reading

September 24, 2025

VIA EMAIL

Board of Trustees
City of Ocoee
General Employees' Pension Board
c/o Ms. Tiffany Fair, Plan Administrator
2503 Del Prado Blvd. S. Suite 502
Cape Coral, FL 33904

Re: City of Ocoee General Employees' Pension board

Dear Board:

We have reviewed the proposed ordinance restating the plan and have determined that the adoption of the restatement will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed ordinance to each of the following office:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,

Douglas H. Lozen, EA, MAAA

March 24, 2026

VIA EMAIL

Board of Trustees
City of Ocoee
General Employees' Pension Board
c/o Ms. Tiffany Fair, Plan Administrator
2503 Del Prado Blvd. S. Suite 502
Cape Coral, FL 33904

Re: City of Ocoee General Employees' Pension board

Dear Board:

We have reviewed the proposed ordinance amending and restating the plan and have determined that the adoption of the restatement will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed ordinance to each of the following office:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,

Douglas H. Lozen, EA, MAAA

SUGARMAN, SUSSKIND, BRASWELL & HERRERA
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

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D. Marcus Braswell, Jr.
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Facsimile (305) 447-8115

♦ Board Certified Labor & Employment Lawyer

MEMORANDUM

TO: Board of Trustees

FROM: Pedro A. Herrera, Sugarman, Susskind, Braswell & Herrera, P.A.

DATE: October 2, 2025

RE: List of Amendments to Restatement – City of Ocoee Municipal General Employees' Retirement Trust Fund

We are pleased to provide you with the following list of amendments to the City of Ocoee Municipal General Employees' Retirement Trust Fund contained within the attached restatement of the plan document.

City of Ocoee Municipal General Employees' Retirement Trust Fund

Ordinance No. 2009-020 is being amended and restated in full by supplanting the document attached thereto and made a part thereof by the document attached to the present ordinance, which modifies the former as follows:

Section 1 – Restatement of Plan, Effective Date (former heading, Definitions)

- moves to Section 2 the plan definitions; establishes the effective date of the restatement as the date of enactment of this ordinance.

Section 2 – Definitions (former heading, Membership)

- moves to Section 3 the rules relating to Membership; amends the plan definitions formerly in Section 1, as follows:
  - Accumulated Contributions – Clarifies the definition of accumulated contributions;
  - Actuarially Equivalent – Replaces reference to specific mortality table by reference to mortality table recommended by Board actuary and adopted by Board. The change will prevent the need for new ordinance upon each change of mortality table;
  - Beneficiary – clarifies the definition of beneficiary;

- Board of Trustees – clarifies the definition of Board of Trustees;
- Credited Service – simplifies the definition of Credited Service by moving some of the substantive information to the operative sections of the plan;
- Member – updates and simplifies the definition of Member;
- Retirement – clarifies the definition of Retirement by adding specific reference to DROP participants; Adds definitions of Early Retirement Age, Early Retirement Date, Elected Official, First Restatement Date, Joint Pensioner, Normal Form, Normal Retirement Age, Normal Retirement Date and Second Restatement Date;

Section 3 – Membership (former heading, Board of Trustees)

- moves to Section 17 the rules relating to the powers of the Board of Trustees; rewrites generally for clarification purposes, the rules relating to plan membership, formerly in Section 2;

Section 4 – Beneficiaries (former heading, Finances and Fund Management)

- moves to Section 18 the rules relating to Finances and Fund Management; restates and revises for clarification purposes the provisions relating to beneficiaries, formerly in section 10.

Section 5 – Contributions

- Subsection (a), Member Contributions – clarifies respective contribution requirements and City pick-up of contributions;

Section 6 – Credited Service (former heading Benefit Amounts and Eligibility)

- moves to Section 9 the rules relating to Benefit Amounts and Eligibility; updates and clarifies the rules relating to credited service formerly in definitions in Section 1;

Section 7 – Vesting (former heading, Pre-Retirement Death)

- moves to Section 10 the pre-retirement death rules; restates in Section 7 the vesting rules formerly in Section 8;

Section 8 – Termination of Employment Prior to Retirement (former heading, Vesting)

- moves to Section 7 the vesting rules formerly in Section 8; sets forth rights under the Plan upon termination of employment prior to eligibility for retirement;

Section 9 – Retirement Benefit Eligibility and Amounts (former heading Optional Forms of Benefits)

- moves to Section 11 the rules relating to Optional Forms of Benefits; makes the following amendments to the conditions for retirement eligibility and the rules for determining the amount of retirement benefits, formerly in Section 6:
- Subsection 2, Normal Retirement Benefit – updates provision in accordance with benefit changes adopted in ordinances passed since previous restatement;

- Subsection 4, Early Retirement Benefit – amends Paragraph B to reflect exact language of Chapters 175 and 185, Florida Statutes;
- Subsection 6, Required Distribution Date – removes language from this Subsection and integrates it into newly created Section relating to Internal Revenue Code Compliance;

Section 10 – Preretirement Death (former heading, Beneficiaries)
- moves to Section 4 the rules relating to Beneficiaries; restates and revises for clarification purposes rules relating to pre-retirement death, formally in Section 7;

Section 11 – Forms of Benefits (former heading, Claims Procedures Before The Board Decision)
- moves to Section 20 the rules relating to claims procedures; restates and revises for clarification purposes the rules relating to forms of benefit payments, formerly in Section 9;

Section 12 – Deferred Retirement Option Plan (former heading, Roster of Retirees)
- eliminates rules relating to Roster of Retirees; updates, clarifies and simplifies DROP provisions;

Section 13 – Reemployment after Retirement (former heading, Reserved)
- clarifies rules relating to reemployment after retirement, formerly in Section 24;

Section 14 – Purchase of Service Credit for Prior Government Service, Military Service Prior to Employment, Airtime (former heading, Maximum Benefit)
- moves to Section 24 the rules relating to Maximum Benefit; restates simplifies and revises for the purposes of clarity the rules relating to the purchase of service, formerly in Sections 26, 27, 28;

Section 16 – Forfeiture of Benefits (former heading, Miscellaneous Provisions)
- moves to Section 23 the miscellaneous provisions; adds a paragraph to the Forfeiture rules formerly in Section 20 to provide that forfeitures shall be governed by Section 112.3173, Florida Statutes;

Section 18 – Finances and Fund Management (former heading, Domestic Relations Orders, Retiree Directed Payments, Exemption from Execution, Non-Assignability)
- moves to Section 19 the rules relating to Domestic Relations Orders, Retiree Directed Payments, Exemption from Execution, Non-Assignability); modifies rules formerly in Section 4 relating to investment policy guidelines by adding reference to Chapter 112, Florida statutes, and rules relating to overpayments by revising in accordance with applicable law;

Section 20 – Claims Procedures (former heading, Forfeiture of Pension)

- moves to Section 16 the rules relating to forfeiture of pension; adds to the rules relating to claims provisions formerly in Section 11, a reference to the final and binding nature of decisions of the Board;

Section 22 – Amendment and Termination of System (former heading, Family and Medical Leave Act)

- moves to Section 15 the rules relating to Family and Medical Leave Act; makes non-substantive language improvements to rules relating to Amendment and Termination of System formerly in Section 17;

Section 23 – Miscellaneous Provisions (former heading, Direct Transfers of Eligible Rollover)

- moves to Section 24 the rules relating to Direct Transfers of Eligible Rollover; reorganizes miscellaneous provisions formerly in Section 16;

Section 24 – Internal Revenue Code Compliance (former heading, Reemployment after Retirement)

- moves to Section 13 the rules relating to Reemployment after Retirement; creates a new Internal Revenue Code Compliance Section consolidating all required IRC compliance provisions.

We remain at your disposal to respond to any questions that you might have.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE CITY OF OCOEE MUNICIPAL GENERAL EMLPLOYEES' RETIREMENT TRUST FUND; AMENDING ORDINANCE NUMBER 2009-020, AS SUBSEQUENTLY AMENDED; PROVIDING FOR THE RESTATEMENT OF THE CITY OF OCOEE MUNICIPAL GENERAL EMPLOYEES' RETIREMENT TRUST FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

SECTION 1: Authority. The City Commission of the City of Ocoee has the authority to adopt this ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

SECTION 2: The Board of Trustees of the CITY OF OCOEE MUNICIPAL GENERAL EMPLOYEES' RETIREMENT TRUST FUND has recommended the restatement of the Trust Fund for the purposes of integrating into a single document the numerous amendments that have been adopted since the last restatement thereof.

SECTION 3. That the City of Ocoee Municipal General Employees' Retirement Trust Fund, restated by Ordinance No. 2009-020, and subsequently amended in present ordinance numbers 2012-014, 2013-011, 2014-017, 2018-046, 2020-001, 2020-018, and 2024-11, adopted by the City Commission of the City of Ocoee, is hereby amended and restated in full as set forth in the CITY OF OCOEE MUNICIPAL GENERAL EMPLOYEES' RETIREMENT TRUST FUND, a copy of which is attached hereto, and by this reference made a part hereof. Underlining represents additions, strikethroughs represent deletions.

SECTION 4. Repeal of Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. Severability. In the event any section, subsection, paragraph, sentence, clause, phrase or word of this ordinance shall be held invalid by a court of competent jurisdiction, then such invalidity shall not affect the remaining portions hereof.

SECTION 6. Effective Date. This Ordinance shall become effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

PASSED AND ADOPTED this ____ day of _____, 2025.

ATTEST:

_____
MELANIE SIBBITT
CITY CLERK

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
RUSTY JOHNSON, MAYOR

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

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA

APPROVED AS TO FORM AND LEGALITY
THIS _____ day of _____, 2025.

By: _____
Richard Geller, City Attorney

CITY OF OCOEE
MUNICIPAL GENERAL EMPLOYEES' RETIREMENT TRUST FUND

SECTION 1. RESTATEMENT OF PLAN, EFFECTIVE DATE

The pension plan of City of Ocoee Municipal General Employees' Retirement Trust Fund, originally effective October 1, 1991 and first restated on July 7, 2009, is hereby restated effective upon enactment. This restatement is a continuation of the original plan, as amended from time to time by the City. The provisions of this restatement shall apply only to Employees in active service on or after the effective date hereof. Any Retiree receiving benefits prior to the effective date of this restatement, and any former Employee who terminated service with the City before said date, shall have his or her rights to benefits determined under the plan provisions in effect when his or her service with the City terminated, and shall not be entitled to any additional benefits under this restatement, unless specifically provided otherwise by ordinance of the City.

SECTION 2. DEFINITIONS

As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Accumulated Contributions means ~~a Member's own contributions~~ the total amount, without any addition of interest, of contributions paid to the System on behalf of a Member in accordance with subsection 5(a). For those Members who purchase Credited Service with interest or at no cost to the System, any payment representing the amount attributable to Member Contributions based on the applicable Member contribution rate, any payment representing interest and any required actuarially calculated payments for the purchase of such Credited Service, shall be included in Accumulated Contributions.

Actuarially Equivalent means a benefit or amount of equal value, based upon ~~the RP 2000 Combined Healthy Unisex Mortality Table and an interest rate equal to the investment return assumption set forth in the last actuarial valuation report approved by the Board. This definition may only be amended by the City pursuant to the recommendation of the Board using assumptions adopted by the Board with the advice of the Plan's actuary, such that actuarial assumptions are not subject to City discretion~~ such actuarial assumptions as shall from time to time be recommended by the Retirement System's actuary and adopted by the board of trustees. Said assumptions shall be documented in the minutes of the meeting at which they were adopted and in each annual valuation report.

Average Final Compensation means one-twelfth (1/12) of the average Salary of the five (5) best years of the last ten (10) years of Credited Service prior to Retirement, termination or death. A year shall be twelve (12) consecutive months.

Beneficiary means the person or persons (other than a Joint Pensioner) ~~entitled to receive benefits hereunder at the death of a Member who has or have been~~ designated by a Member in ~~writing by the Member and filed with the Board~~ accordance with Section 4 to receive the benefits payable, if any, on account of the death of the Member. ~~If no~~

~~such designation is in effect, or if no person so designated is living, at the time of death of the Member, the Beneficiary shall be the estate of the Member~~.

Board means the Board of Trustees, constituted in accordance with Section 17, which shall administer and manage the System herein provided and serve as trustees of the Fund.

City means the City of Ocoee, Florida.

Code means the Internal Revenue Code of 1986, as amended from time to time.

Credited Service means the total number of years and fractional parts of years of service creditable to a Member as provided in Section 6. ~~a General Employee with Member contributions, when required, or effective October 1, 2006, as a Mayor or a Commissioner, omitting intervening years or fractional parts of years when such Member was not employed by the City as a General Employee or an elected official.~~

~~The years or parts of a year that a member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the unfirmed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L. 103-353), after separation from employment as a General Employee to perform training or service, shall be added to his or her years of Credited Service for all purposes, including vesting, provided that:~~

~~A. The Member is entitled to reemployment under the provisions of USERRA.~~

~~B. The Member returns to his or her employment as a General Employee within one (1) year following the earlier of the date of his or her military discharge or his or her release from service, unless otherwise required by USERRA.~~

~~C. The Member deposits into the Fund the same sum that the Member would have contributed, if any, if he or she had remained a General Employee during his or her absence. The maximum credit for military service pursuant to this subdivision shall be five (5) years. The Member must deposit all missed contributions within a period equal to three times the period of military service, but not more than five (5) years, following re-employment or he or she will forfeit the right to receive credited service for his or her military service pursuant to this provision.~~

~~D. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.~~

~~In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.~~

~~Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by the employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.~~

~~Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of Credited Service either during each Plan Year of a Member's employment with the City or in the Plan Year in which the Member terminates employment.~~

~~In the event that a Member (except a Mayor or Commissioner Member) of this System has also accumulated credited service in another pension system maintained by the City, or has a period or periods of previous employment as a General Employee, but is not eligible to receive Credited Service for this period or periods of previous employment for benefit calculation purposes, then such other credited service shall be used in determining vesting as provided for in Section 8, and for determining eligibility for early or normal retirement. Such other credited service will not be considered in determining benefits under this System. Unless otherwise provided herein, only his or her Credited Service and Salary under this System on or after his or her latest date of membership in this System will be considered for benefit calculation. In addition, any benefit calculation for a Member of this System who is or becomes eligible for a benefit from this System after he or she has become a member of another pension system maintained by the City, shall be based upon the Member's Average Final Compensation, Credited Service and benefit accrual rate as of the date the Member ceases to be a General Employee. Notwithstanding the foregoing, those Members who terminated employment with the City of Ocoee prior to October 1, 1991 and who became or will become reemployed on or after October 1, 1991 shall be granted Credited Service for the total number of years and fractional parts of years of service as a General Employee with the City of Ocoee prior to October 1, 1991~~.

Early Retirement Age means the date provided in Section 9.

Early Retirement Date means the date provided in Section 9.

Effective Date means October 1, 1991.

Elected Official means an individual serving in the capacity of Mayor or Commissioner.

First Restatement Date means July 7, 2009.

Fund means the trust fund established herein as part of the System.

General Employee means any actively employed person in the regular full-time service of the City, including those in their initial probationary employment period, but not including certified police officers and certified firefighters~~, employed by the City~~.

Joint Pensioner means the person designated by a Member in accordance with Section 11 to receive the survivor benefit payable, if any, under an elected joint and survivor form of payment.

Member means ~~an actively employed General Employee who fulfills the prescribed membership requirements, and effective October 1, 2006, current and future Mayors and Commissioners. Mayors and Commissioners are non-contributing members and shall have a normal retirement date, an early retirement date and vesting applicable to them as provided for herein. Benefit improvements which, in the past, have been provided for by amendments to the System adopted by City ordinance, and any benefit improvements which might be made in the future shall apply prospectively and shall not apply to Members who terminate employment or who retire prior to the effective date of any ordinance adopting such benefit improvement, unless such ordinance specifically provides to the contrary~~ an individual who is actively serving or who formerly served as, a General Employee or an Elected Official, who has met the conditions of Membership set forth in Section 3 hereof, and whose membership in the System has not ceased as further provided in Section 3 hereof.

Normal Form means a benefit payable during the Member's Lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. In the event of the death of the Member prior to the 120th payment, the remainder shall be paid in accordance with Section 4.

Normal Retirement Age means the age provided in Section 9.

Normal Retirement Date means the date provided in Section 9.

Plan Year means the twelve (12) month period beginning October 1 and ending September 30 of the following year.

Retiree means a Member who has entered Retirement Status.

Retirement means a Member's separation from City employment with eligibility for immediate receipt of benefits under the System, which for the purposes hereof, shall include entry into the DROP in accordance with Section 12.

Salary means the total compensation (and travel stipend for the Mayor and Commissioners) reported on the Member's W-2 form plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions. For service earned on or after July 1, 2011, Salary shall not include more than three hundred (300) hours of overtime per fiscal year. Provided however, in any event, payments for overtime in excess of three hundred (300) hours per year accrued as of July 1, 2011 and attributable to service earned prior to July 1, 2011, may still be included in Salary for pension purposes even if the payment is not actually made until on or after July 1, 2011. In any event, with respect to unused paid time off accrued prior to July 1, 2011, Salary will include the lesser of the amount of paid time off accrued on July 1, 2011 or the actual amount of the paid time off for which the Retiree receives credit or payment at the time of retirement, based upon the Retiree's then hourly rate of pay, regardless of whether the amount of paid time off was, at some time prior to retirement, reduced below the amount on July 1, 2011. Compensation in excess of limitations set forth in Section 401(a)(17) of the Code as of the first day of the Plan Year shall be disregarded for any purposes, including Member Contributions or any benefit calculations. The annual compensation of each member taken into account in

determining benefits or Member Contributions for any Plan Year beginning on or after January 1, 2002, may not exceed $200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a Member's Contributions or benefits for the current Plan Year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a Member before the first Plan Year beginning after December 31, 1995.

Second Restatement Date means [insert date of enactment by City].

Spouse means the Member's or Retiree's spouse under applicable law at the time benefits become payable.

System means the City of Ocoee Municipal General Employee's Retirement Trust Fund as contained herein and all amendments thereto.

Vested means that a Member has earned a 100% nonforfeitable right to his or her accrued benefit in accordance with Section 7, Section 9, or Section 22.

SECTION 3. MEMBERSHIP

~~1. Conditions of Eligibility – Subject to A. of this subsection, all General Employees as of the Effective Date, and all future new General Employees, shall become Members of this System as a condition of employment.~~

~~A. The following employees, as of the effective date, and all future new employees shall become members of this System as a condition of employment. Notwithstanding the previous sentence, a new employee who is hired as the City Manager, Assistant City Manager or a Director may, upon employment as City Manager, Assistant City Manager or a Director, notify the Board and the City, in writing, of his or her election not to be a member of the System. Current employees of the City who are selected to become City Manager, Assistant City Manager or Directors are not eligible for the opt-out provided for herein. In the event of any such election, the such person shall be barred from future membership in the system. Thereafter, contributions to the plan in accordance with section 5, shall not be required, he shall not be eligible to be elected as a member trustee on the board or vote for a member trustee, and he shall not be eligible for any other benefits from the plan.~~

~~B. Effective October 1, 2006, current and future Mayors and Commissioners, may elect to enter the System as non-contributory Members and receive Credited Service for those years, and fractional parts of years of service as an elected official with the City, determined as if they had been Members of the System on the date they took office.~~

~~2. Membership.~~

~~Each Member shall complete a form prescribed by the Board providing for the designation of a Beneficiary or Beneficiaries.~~

(a) Commencement of Membership – Subject to conditions specified below, an individual serving in any of the following positions shall become a Member of the System as of the date indicated:

(1) General Employee – An individual who is hired as a General Employee on or after the Second Restatement Date, and who is not already a Member of the System at the time of hire, becomes a member of the System as a condition of employment, as of the date of hire as a General Employee. Individuals who are already Members of the System on the Second Restatement Date shall continue to be Members as of their original date of Membership, as determined in accordance with the applicable provisions of the System in effect prior to the Second Restatement Date. Notwithstanding the foregoing, an individual who is hired in the position of City Manager, Assistant City Manager or Director, and who was not a Member of the System at the time of hire, must notify the Board and the City in writing within forty-five calendar days of his or her election not to be a Member of the System. In the event of any such election to opt-out, the individual shall be permanently barred from any future membership in the system. Thereafter, Member Contributions shall not be required, the individual shall not be eligible to be elected as a member trustee on the board or vote for a member trustee, and he or she shall not be eligible for any other benefits from the plan. Individuals who were already Members of the System at the time of becoming employed as City Manager, Assistant City Manager or Director, are not eligible for the opt-out provided for in this Paragraph.

(2) Elected Officials – An individual who becomes an Elected Official on or after the Second Restatement Date, and who is not already a Member of the System at the time of becoming an Elected Official, may elect within forty-five calendar days to enter the System as a non-contributory Member and receive Credited Service for those years, and fractional parts of years of service, commencing as of the date he or she took office. Elected Officials who are already Members of the System on the Second Restatement Date shall continue to be Members as of their original date of Membership, as determined in accordance with the applicable provisions of the System in effect prior to the Second Restsatement Date.

(b) Contiguous service in different membership categories – In the event of a transfer from one service category (General Employee, Elected Official) to another, an

individual shall retain his or her original date of membership, if there is no intervening separation from service.

(c) Termination of membership – An individual shall cease to be a Member of the System upon the earlier of:

(1) the date the Member's Accumulated Contributions are refunded in whole to the Member in accordance with any provision of this System;

(2) the expiration of the five-year period described in Paragraph (7)(a)(1).;

(3) the payment of all benefits due to the Member;

(4) the death of the Member.

SECTION 4. BENEFICIARIES

(a) Each Member ~~or Retiree~~ may designate a Beneficiary or Beneficiaries—on a form provided by the Board for that purpose, signed and filed with the Board—to receive the benefit, if any, which may be payable in the event of ~~his or her~~ the Member's death. Each designation may be revoked or changed at any time and from time to time by such Member ~~or Retiree~~, before or after the commencement of benefits to the Member, by signing and filing with the Board a new designation-of-beneficiary form. The consent of the Member's previously designated Beneficiary to any such change shall not be required. Upon such change, the rights of all previously designated Beneficiaries to receive any benefits under the System shall cease.

(b) Except as otherwise provided in Subsection 11(f), ~~If~~ if a deceased Member ~~or Retiree~~ failed to name a Beneficiary in the manner prescribed in Subsection (a), or if the Beneficiary (or Beneficiaries) named by a deceased Member ~~or Retiree~~ predeceased the Member ~~or Retiree~~, the ~~death~~ benefit, if any, which may be payable under the system with respect to such deceased Member ~~or Retiree~~ shall be paid to the estate of the Member ~~or Retiree~~.

SECTION 5. CONTRIBUTIONS

(a) Member Contributions – Each Member of the System, except ~~Mayors and Commissioners~~ Elected Officials, shall be required to make regular contributions to the Fund in the amount of seven and four-tenths percent (7.4%) of his or her Salary. Said contributions ~~withheld by the City on behalf of the Member~~ shall be deposited with the Board by the City at least monthly. The contributions made by each Member to the Fund shall be picked-up and designated as employer contributions pursuant to §414(h) of the Code for Federal Income Tax Purposes. ~~Such designation is contingent upon the contributions being excluded from the Members' gross income for Federal Income Tax purposes for~~ For all other purposes of the System, such contributions shall be considered to be employee contributions. Notwithstanding the preceding, when the Member's accrued benefit is equal to 81% of Average Final Compensation, the Member may make a one-time irrevocable election at any time after the 81% limit is met to discontinue making contributions to the System and have his or her benefit calculated and frozen at the time

of the election. If no such election is made, the Member's contributions to the Fund shall continue.

~~Method. Such contributions shall be made by payroll deduction.~~

(b) City contributions – So long as this System is in effect, the City shall make quarterly contributions to the Fund in an amount equal to the required city contribution, as shown by the applicable actuarial valuation of the System.

(c) Other – Private donations, gifts and contributions may be deposited to the Fund, but such deposits must be accounted for separately and kept on a segregated bookkeeping basis. Funds arising from those sources may be used only for additional benefits for Members as determined by the Board, and may not be used to reduce the City's required contribution.

SECTION 6. CREDITED SERVICE

(a) Except as provided otherwise in this Section, a Member's Creditable Service shall be the sum of:

(1) the total number of years and fractional parts of years of service as a Member in the position of General Employee or Elected Official, omitting intervening years ~~or~~ and fractional parts of years when ~~such Member~~ the individual was not employed by the City as a General Employee or serving as an Elected Official.

(2) the total number of years and fractional parts of years that a ~~member~~ General Employee performs "Qualified Military Service" consisting of voluntary or involuntary "service in the unfirmed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L. 103-353), after separation from employment as a General Employee to perform ~~training or~~ such service, provided that:

A. The Member is entitled to reemployment under the provisions of USERRA.

B. The Member returns to his or her service as a General Employee, Executive Employee or Elected Official, within one (1) year following the earlier of the date of his or her military discharge or his or her release from service, unless otherwise required by USERRA.

C. The Member deposits into the Fund the same sum that the Member would have contributed, if any, if he or she had remained a General Employee during the period of his or her absence. The maximum credit for military service pursuant to this Paragraph (2) shall be five (5) years. The Member must deposit all missed Member Contributions within a period equal to three times the period of military service, but not more than five (5) years, following re-employment or he or she will forfeit the right to receive credited service for his or her military service pursuant to this provision.

D. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply. To the extent that the provisions of this Paragraph (2) are more favorable to the Member than the minimum compliance requirements, the more favorable provisions shall apply

E. In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.

~~F. Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by the employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.~~

(3) Service purchased in accordance with Section 14, subject to the conditions set forth in said Section.

(4) Service restored in accordance with Subsection 7(b).

(d) Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of Credited Service ~~either during each Plan Year of a Member's employment with the City or in the Plan Year in which the Member terminates employment~~.

(e) In the event that a Member (except an Elected Official ~~Mayor or Commissioner~~ Member) of this System has also accumulated credited service in another pension system maintained by the City, or has a period or periods of previous employment as a General Employee, but is not eligible to receive Credited Service for this period or periods of previous employment for benefit calculation purposes, then such other ~~credited~~ service shall be used in determining vesting as provided for in Section 7, and for determining eligibility for early or normal retirement as provided in Section 9. Such other credited service will not be considered in determining benefits under this System. Unless otherwise provided herein, only his or her Credited Service and Salary under this System on or after his or her latest date of membership in this System will be considered for benefit calculation. In addition, any benefit calculation for a Member of this System who is or becomes eligible for a benefit from this System after he or she has become a member of another pension system maintained by the City, shall be based upon the Member's Average Final Compensation, Credited Service and benefit accrual rate as of the date the Member ceases to be a General Employee. Notwithstanding the foregoing, those Members who terminated employment with the City of Ocoee prior to October 1, 1991

and who became or will become reemployed on or after October 1, 1991 shall be granted Credited Service for the total number of years and fractional parts of years of service as a General Employee with the City of Ocoee prior to October 1, 1991.

SECTION 7. VESTING

(a) A Member's interest in his or her accrued benefit becomes vested as follows:

(1) General Employees – the accrued benefit of a General Employee member becomes vested upon the attainment of seven (7) years of Credited Service (or five (5) years of Credited Service, if such person became a Member prior to September 18, 2012); and

(2) Elected Official – the accrued benefit of an Elected Official Member becomes vested upon the attainment of nine (9) years of Credited Service.

SECTION 8. ~~VESTING~~ TERMINATION OF EMPLOYMENT PRIOR TO RETIREMENT

(a) If the employment of a Member with the City terminates for any reason other than death or retirement, and the Member has not reached the age and service requirements for early or normal retirement, he or she shall be entitled to the following:

(1) Without vested rights – If the Member's interest in his or her accrued benefit has not Vested in accordance with Section 7, ~~has not yet earned a vested right became a Member prior to September 18, 2012 and has fewer than five (5) years of Credited Service upon termination, or if the Member became a Member on or after September 18, 2012 and has fewer than seven (7) years of Credited Service upon termination, or if the Member is a Mayor or Commissioner Member~~ an Elected Official ~~Member with fewer than nine (9) years of Credited Service upon termination,~~ the Member may make a written request for a refund of his or her Accumulated Contributions in the System, if any, or, pending the possibility of being re-employed by the City, the Member may leave his or her Accumulated Contributions in the System for a period of up to five (5) years following the termination. The Member's Credited Service in the System shall be deemed nullified effective the date upon which the Member receives a refund of his or her Accumulated Contributions, or the date upon which the five-year period expires, whichever is earlier. The Member's Accumulated Contributions shall be refunded upon written request by the Member, or upon the expiration of the five-year period, whichever is earlier, provided that if the total of the Accumulated Contributions is greater than $1000, said Accumulated Contributions shall be refunded only upon the written request of the Member, and upon the completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon the expiration of the aforementioned five-year period, the individual's Membership in the System shall cease regardless of whether the Member's Accumulated Contributions have been refunded, and the right to the refund shall be the sole remaining entitlement of the former Member.

(2) With vested rights – if Paragraph 1 does not apply to the Member, the Member shall be entitled to:

A. a refund of his Accumulated Contributions, or;

B. by default, if the Member does not elect a refund of his Accumulated Contributions, a monthly vested retirement ~~benefit~~ income, determined in the same manner as for early or normal retirement and based upon the plan provisions in effect on the date of termination and the Member's Credited Service, Average Final Compensation and the benefit accrual rate as of the date of termination, payable to him or her commencing at the Member's otherwise early or normal retirement date, determined upon his or her actual years of Credited Service, provided ~~he or she does not elect to withdraw his or her Accumulated Contributions and provided~~ the Member survives to his or her otherwise early or normal retirement date. If the Member does not ~~withdraw his or her Accumulated contributions and does not~~ survive to his or her otherwise early or normal retirement date, his or her Designated Beneficiary shall be entitled to a benefit as provided herein for a vested deceased Member~~, vested or eligible for retirement~~ under Pre-Retirement Death.

(b) Upon re-employment, a Member who has received a refund of his or her Accumulated Contributions may restore his or her Credited Service in the System for the years to which the refund relates, if he or she repays to the System, within 90 days of the effective date of such re-employment, the full amount of the refunded Accumulated Contributions that he or she received, plus interest as determined by the Board. The benefits relating to the Credited Service thus restored shall be determined in accordance with the plan provisions in effect on the date of termination and the Average Final Compensation and the benefit accrual rate as of the date of termination.

SECTION 9. RETIREMENT BENEFIT ELIGIBILITY AND AMOUNTS

~~1. Normal Retirement Age and Date – A Member's (except a Mayor Commissioner Member) who became a Member prior to September 18, 2012 his normal retirement age is the attainment of age sixty (60) regardless of years of Credited Service. A Member (except a Mayor or commissioner Member) who became a Member on or after September 18, 2012 his normal retirement age is the attainment of age sixty-two (62) and completion of seven (7) years of Credited Service. A Mayor or Commissioner Member's normal retirement age is the attainment of age sixty (60) and the completion of nine (9) years of Credited Service. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.~~

~~2. Normal Retirement Benefit – A Member who became a Member prior to September 18, 2012 retiring hereunder on or after his or her normal retirement date shall receive a monthly benefit which shall commence on the first day of the month next~~

~~following his or her Retirement and be continued thereafter during the Member's Lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal three percent (3%) of Average Final Compensation, for each year of Credited Service, up to a maximum benefit not to exceed eighty-one percent (81%) of Average Final Compensation of the Member. A Member who became a Member on or after September 18, 2012 retiring hereunder on or after his or her normal retirement date shall receive a monthly benefit which shall commence on the first day of the month next following his or her Retirement and be continued thereafter during the Member's Lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal two and twenty-five hundredths percent (2.25%) of Average Final Compensation, for each year of Credited Service, up to a maximum benefit not to exceed seventy (70%) of Average Final Compensation of the Member~~

~~3. Early Retirement Date - A Member (except a Mayor or Commissioner Member) who became a Member prior to September 18, 2012 may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age fifty (50) and the completion of five (5) years of Credited Service. A Member (except a Mayor or Commissioner Member) who became a Member on or after September 18, 2012 may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age fifty (50) and the completion of seven (7) years of Credited Service. A Mayor or Commissioner Member may retire on his or her early retirement date which shall be the first day of any month coincident with or next following the attainment of age fifty (50) and the completion of nine (9) years of Credited Service. Early retirement under the System is Retirement from employment with the City on or after the early retirement date and prior to the normal retirement date.~~

(a) Normal Retirement

(1) The Normal Retirement Age of a Member shall be:

A. in the case of a Member who is not an Elected Official Member and who became a Member prior to September 18, 2012, sixty (60) years of age regardless of years of Credited Service;

B. in the case of a Member who is not an Elected Official Member and who became a Member on or after September 18, 2012, the later of sixty-two (62) years of age and the completion of seven (7) years of Credited Service.

C. in the case of an Elected Official Member, the later of sixty (60) years of age and the completion of nine (9) years of Credited Service.

(2) A Member's accrued benefit shall be 100% vested upon the Member's attainment of Normal Retirement Age.

(3) The Normal Retirement Date of a Member shall be the first day of the month next following the Member's Normal Retirement Age.

(4) Normal Retirement Benefit – A Member who retires on or after his Normal Retirement Age shall be entitled to a normal retirement benefit as follows:

A. In the case of a Member who became a Member prior to September 18, 2012, a monthly benefit ~~which shall commence on the first day of the month next following his or her Retirement and shall continue thereafter during the Member's Lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall~~ equal to three percent (3%) of Average Final Compensation, for each year of Credited Service, up to a maximum benefit not to exceed eighty-one percent (81%) of Average Final Compensation of the Member, commencing on the first day of the month next following the Member's Retirement and payable in the Normal Form, unless an Optional Form is elected in accordance with Section 11;

B. In the case of a Member who became a Member on or after September 18, 2012, a monthly benefit ~~which shall commence on the first day of the month next following his or her Retirement and shall continue thereafter during the Member's Lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall~~ equal to two and twenty-five hundredths percent (2.25%) of Average Final Compensation, for each year of Credited Service, up to a maximum benefit not to exceed seventy percent (70%) of Average Final Compensation of the Member, commencing on the first day of the month next following the Member's Retirement and payable in the Normal Form, unless an Optional Form is elected in accordance with Section 11.

(b) Early Retirement

(1) The Early Retirement Age of a Member shall be:

A. in the case of a Member who is not an Elected Official Member and who became a Member prior to September 18, 2012, the later of fifty (50) years of age and five (5) years of Credited Service;

B. in the case of a Member who is not an Elected Official Member and who became a Member on or after September 18, 2012, the later of fifty (50) years of age and the completion of seven (7) years of Credited Service.

C. in the case of an Elected Official Member, the later of fifty (50) years of age and the completion of nine (9) years of Credited Service.

(2) The Early Retirement Date of a Member shall be the first day of the month coincident with or next following the Member's actual Retirement upon or following the attainment of Early Retirement Age and prior to the attainment Normal Retirement Age.

(3) Early Retirement Benefit – A Member retiring hereunder upon or following the attainment of Early Retirement Age and prior to the attainment of Normal Retirement Age may receive either a deferred or an immediate monthly retirement benefit payable ~~for life~~ as follows:

A. A deferred monthly retirement benefit which shall commence on what would have been his or her Normal Retirement Date had he or she continued employment as a General Employee and ~~shall be continued on the first day of each month thereafter~~ shall be payable in the Normal Form, unless an Optional Form is elected in accordance with Section 11. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for Retirement at Normal Retirement ~~Date~~ Age, except that Credited Service and Average Final Compensation shall be determined as of the date of Retirement.

B. An immediate monthly retirement benefit which shall commence on his or her Early Retirement Date and ~~shall be continued on the first day of each month thereafter~~ shall be payable in the Normal Form, unless an Optional Form is elected in accordance with Section 11. The benefit payable shall be as determined in Paragraph A above, ~~which is actuarially reduced from the amount to which he or she would have been entitled had he or she retired at his or her Normal Retirement Date and with the same number of years of Credited Service at the time his or her benefits commence and based upon his or her Average Final Compensation at that date,~~ except that the benefit shall be actuarially reduced to account for the commencement of payments prior to the Normal Retirement Date.

(c) Cost-of-Living Adjustments

(1) The monthly retirement benefit being paid to all Retirees and Beneficiaries who were receiving benefits on June 15, 1997, shall be increased by ten percent (10%).

SECTION 10. PRE-RETIREMENT DEATH

(a) Prior to Vesting ~~or Eligibility for Retirement~~ – The Beneficiary of a deceased Member who was not ~~receiving monthly benefits or who was~~ yet vested, ~~or eligible for early or normal retirement~~ shall receive a refund of one-hundred percent (100%) of the Member's Accumulated Contributions.

(b) Vested Deceased Members ~~Vested or Eligible for Retirement~~ with Spouse as sole Beneficiary – ~~This Subsection (2) applies only when the Member's Spouse is the sole designated Beneficiary.~~ In the case of the death of a Vested Member whose Spouse is the sole Beneficiary, ~~The~~ the Spouse Beneficiary ~~of any Member who dies and who, at the date of his or her death was vested or eligible for early or normal retirement~~ shall be entitled to a benefit as follows:

(1) If the Member was ~~vested, but~~ not eligible for normal or early retirement, the Spouse Beneficiary shall receive a benefit payable for ten years, beginning on the date that the deceased Member would have been eligible for ~~early or~~ normal or early retirement, at the option of the Spouse Beneficiary. The benefit shall be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation as of the date of his or her death and reduced as for early retirement, if applicable. The Spouse Beneficiary may also elect to receive an immediate benefit payable for ten years, which is actuarially reduced to reflect the commencement of benefits prior to the ~~early~~ Normal Retirement Date.

(2) If the deceased Member was eligible for normal or early retirement, the Spouse Beneficiary shall receive a benefit payable for ten years, beginning on the first day of the month following the Member's death or at the deceased Member's otherwise Normal Retirement Date, at the option of the Spouse Beneficiary. The benefit shall be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation as of the date of his or her death and reduced as for early retirement, if applicable.

(3) A Spouse Beneficiary may not elect an optional form of benefit, however, the Board may elect to make a lump sum payment pursuant to Subsection 11(e).

(4) A Spouse Beneficiary may, in lieu of any benefit provided for in (1) or (2) above, elect to receive a refund of the deceased Member's Accumulated Contributions.

(5) Notwithstanding anything contained in this Section to the contrary, ~~in any event,~~ distributions ~~to the Spouse Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date selected pursuant to the above provisions in this Section that must be on or before December 31 of the calendar year in which the Member would have attained 70 ½~~ shall commence no later than the date required in Section 24.

(6) If the surviving Spouse Beneficiary commences receiving a benefit under Paragraph (1) or (2) above, but dies before all payments are made, the actuarial value of the remaining benefit will be paid to the Spouse Beneficiary's estate in a lump sum.

(c) Vested Deceased Members ~~Vested or Eligible for Retirement~~ with Non-Spouse Beneficiary – ~~This subsection applies only when the Member's Spouse is not the Beneficiary or is not the sole designated Beneficiary but there is a surviving Beneficiary~~. In the case of the death of a Vested Member whose Beneficiary is not the spouse of the Member, ~~The~~ the non-spousal Beneficiary ~~of any such Member who dies and who, at the date of his or her death was vested, or eligible for early or normal retirement,~~ shall be entitled to a benefit as follows:

(1) If the Member was ~~vested, but~~ not eligible for normal or early retirement, the Beneficiary will receive a benefit payable for ten (10) years. The benefit will begin by December 31 of the calendar year immediately following the calendar year in which the Member died. The benefit will be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation and actuarially reduced to reflect the commencement of benefits prior to the Normal Retirement Date.

(2) If the deceased Member was eligible for normal or early retirement, the Beneficiary will receive a benefit payable for ten (10) years, beginning on the first day of the month following the Member's death. The benefit will be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation as of the date of his or her death and reduced for early retirement, if applicable.

(3) A Beneficiary may not elect an optional form of benefit, however the Board may elect to make a lump sum payment pursuant to Subsection 11(e).

(4) A Beneficiary may, in lieu of any benefit provided for in (1) or (2) above, elect to receive a refund of the deceased Member's Accumulated Contributions.

(5) If a surviving Beneficiary commences receiving a benefit under subsection (1) or (2) above, but dies before all payments are made, the actuarial value of the remaining benefit will be paid in a lump sum to the surviving Beneficiary's estate by December 31 of the calendar year of the Beneficiary's death the date required under Section 24.

(6) If there is no surviving Beneficiary as of the Member's death, and the estate is to receive the benefits, the actuarial equivalent of the Member's entire interest must be distributed by ~~December 31 of the calendar year containing the fifth anniversary of the Member's death~~ the date required under Section 24.

~~(7) The Uniform Lifetime Table in Treasury Regulations 1.401(a)(9)-9 shall determine the payment period for the calendar year benefits commence, if necessary to satisfy regulations.~~

SECTION 11. ~~OPTIONAL~~ FORMS OF BENEFITS

(a) Benefits payable in the event of normal or early retirement shall be paid in the Normal Form unless the Member elects an optional form in accordance with this Section. In lieu of the ~~amount and form of retirement income~~ Normal Form of benefits payable in the event of normal or early retirement ~~as specified herein, A~~ a Member, upon written request to the Board, may elect to receive a retirement income or benefit of equivalent actuarial value payable in ~~accordance with one of the following options~~ one of the following optional forms:

(1) A retirement income of a larger monthly amount, payable to the Member for his or her lifetime only.

(2) A joint and survivor form of benefit comprising a retirement income of a modified monthly amount, payable to the Member during the ~~joint lifetime of the Member and a dependent joint pensioner designated by the Member, and following the death of either of them~~ Member's lifetime, and a survivor benefit of 100%, 75%, or 50% of such monthly amount payable to the ~~survivor~~ Member's designated Joint Pensioner for the lifetime of the ~~survivor~~ Joint Pensioner. Upon electing this form of benefit, the Member shall designate his or her Joint Pensioner. The Member may change his Joint Pensioner at any time before benefit payments commence; after the commencement of benefits, the Member may change his Joint Pensioner only if the designated joint pensioner and the Member were married at the time of the Member's Retirement, divorced after the commencement of benefits, and the Joint Pensioner is alive at the time of the change. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment. The consent of the Member's previously designated Joint-Pensioner shall not be required. Upon change of a Retiree's ~~Beneficiary or~~ Joint Pensioner in accordance with this Section, the Board shall adjust the Retiree's monthly benefit by application of actuarial calculations to ~~insure~~ ensure that the benefit paid is the Actuarial Equivalent of the Retiree's then-current benefit. ~~Any such~~ The Retiree shall pay the actuarial recalculation expenses and shall make repayment of any overage of previously-paid pension benefits as a result of said recalculation. Each request for a change shall be made in writing on a form prepared by the Board and on completion shall be filed with the Board. Except where the Retiree's joint pensioner is his or her spouse, the payments to the joint pensioner shall not exceed the applicable percentage provided for in the applicable table in the Treasury Regulations, ~~Q&A-2 of 1.401(a)(9)-6)~~1.401(a)(9)-6(b)(2)(iii).

(3) If a Member retires prior to the time at which social security benefits are payable, he or she may elect to receive an increased retirement benefit until such time as social security benefits shall be assumed to commence and a reduced benefit thereafter in order to provide, to as great an extent as possible, a more level retirement allowance during the entire period of Retirement. The amounts payable shall be as recommended by the actuaries for the System, based upon the social security law in effect at the time of the Member's Retirement.

(4) A member may elect a percentage of benefit in a lump sum as follows:

A. Five (5) percent of the total actuarial equivalent value of the benefit paid as a lump sum with ninety-five (95) percent paid ~~under~~ in the Normal form or ~~as per A., B. or C. above~~ in any one optional form under (1), (2), or (3) above.

B. Ten (10) percent of the total actuarial equivalent value of the benefit paid as a lump sum with ninety (90) percent paid ~~under~~ in the Normal Form or ~~as per A., B. or C. above~~ in any one optional form under (1), (2), or (3) above.

C. Fifteen (15) percent of the total actuarial equivalent value of the benefit paid as a lump sum with eighty-five (85) percent paid ~~under~~ in the Normal Form or ~~as per A., B. or C. above~~ in any one optional form under (1), (2), or (3) above.

D. Twenty (20) percent of the total actuarial equivalent value of the benefit paid as a lump sum with eighty (80) percent paid ~~under~~ in the Normal Form or ~~as per A., B. or C. above~~ in any one optional form under (1), (2), or (3) above.

(5) A Member may receive benefits under the DROP, in accordance with Section 12.

~~(b) The Member, upon electing any option of this Section, will designate the joint pensioner (subsection 1.B., above) or Beneficiary (or Beneficiaries) to receive the benefit, if any, payable under the System in the event of the Member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one or more primary Beneficiaries where applicable. If a Member has elected an option with a joint pensioner or Beneficiary and the Member's retirement income benefits have commenced, the Member may thereafter change his or her designated Beneficiary at any time, but may only change his or her joint pensioner if the designated joint pensioner and the Member were married at the time of the Member's Retirement and are divorced subsequent thereto and the joint pensioner is alive at the time of the change. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.~~

~~(c) The consent of a Member's or Retiree's Joint Pensioner or Beneficiary to any such change shall not be required. The rights of all previously designated Beneficiaries or of the previously designated Joint Pensioner to receive benefits shall cease thereupon.~~

~~(d) Upon change of a Retiree's Beneficiary or Joint Pensioner in accordance with this Section, the Board shall adjust the Retiree's monthly benefit by application of actuarial calculations to insure ensure that the benefit paid is the Actuarial Equivalent of the Retiree's then-current benefit. Any such The Retiree shall pay the actuarial recalculation expenses and shall make repayment of any overage of previously-paid pension benefits as a result of said recalculation. Each request for a change shall be made in writing on a form prepared by the Board and on completion shall be filed with the Board. In the event that no designated Beneficiary survives the Retiree, such benefits as are payable in the event of the death of the Retiree subsequent to his or her Retirement shall be paid as provided in Section 10.~~

(b) In the event that no designated Beneficiary survives the Retiree, such benefits as are payable in the event of the death of the Retiree subsequent to his or her Retirement shall be paid as provided in Section 4.

(c) Retirement income payments shall be made under the form elected in accordance with the provisions of this Section and shall be subject to the following limitations:

(1) If a Member dies prior to his or her ~~normal retirement date or early retirement date~~ Normal Retirement Age or Early Retirement Age, whichever first occurs, no retirement benefit will be payable under the option to any person, but the benefits, if any, will be determined under Section 10.

(2) If the designated Beneficiary (or Beneficiaries) or Joint Pensioner dies before the Member's Retirement under the System, the option elected will be canceled automatically and a retirement income of the Normal Form and amount will be payable to the Member upon his or her Retirement as if the election had not been made, unless a new election is made in accordance with the provisions of this Section or a new Beneficiary or Joint Pensioner is designated by the Member prior to his or her Retirement.

(3) If both the Retiree and the designated Beneficiary (or Beneficiaries) ~~designated by the Member or Retiree~~ die before the full payment has been effected under any option providing for payments for a period certain and life thereafter, made pursuant to the provisions of ~~subsection 1~~ Subsection (a), the Board may, in its discretion, direct that the commuted value of the remaining payments be paid in a lump sum and in accordance with Section 4.

(4) If a Member continues beyond his or her ~~normal retirement date~~ Normal Retirement Age ~~pursuant to the provisions of Section 6, Subsection 1,~~ and dies prior to his or her actual ~~retirement~~ Retirement and while an option made pursuant to the provisions of this Section is in effect, monthly retirement income payments will be made, or a retirement benefit will be paid, under the option to ~~a~~ the Beneficiary (Beneficiaries) designated by the Member in the amount or amounts computed as if the Member had retired under the option on the date on which his or her death occurred.

~~(E) The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70 1/2) or the calendar year in which the Member terminates employment with the City~~.

(d) A Retiree may not change his or her retirement option after the date of cashing or depositing his or her first retirement check.

(e) Notwithstanding anything herein to the contrary, the Board in its discretion, may elect to make a lump sum payment to a Member or a Member's Beneficiary in the event that the total commuted value of the monthly income payments to be paid ~~do~~ does not exceed one thousand dollars ($1,000.00). Any such payment to any person pursuant to the power and discretion ~~confined~~ conferred upon the Board by the preceding sentence

shall operate as a complete discharge of all obligations under the System with regard to such Member and shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons.

SECTION 12. DEFERRED RETIREMENT OPTION PLAN.

~~1. Definitions -- As used in this Section 25, the following definitions apply:"~~

~~A. DROP -- The Ocoee General Employees' Deferred Retirement Option Plan.~~

~~B. DROP Account -- The account established for each DROP participant under subsection 3.~~

~~C. Total Return of the Asset -- For purposes of calculating earnings on a Member's DROP Account pursuant to subsection 3.B.(2)(b)., for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets~~.

(a) Participation

(1) Eligibility to Participate – In lieu of terminating his or her employment as a General Employee, any Member who became a Member prior to September 18, 2012 and who is eligible for normal retirement under the System may elect to defer receipt of ~~such~~ his or her service retirement pension and to participate in the DROP. Any Member who became a Member on or after September 18, 2012 must have a minimum of ten (10) years of Credited Service and be eligible for normal retirement to participate in the DROP.

(2) Election to Participate – A Member's election to participate in the DROP must be made in writing in a time and manner determined by the Board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the Board.

(3) Period of Participation – The period of participation in the Drop of a ~~A~~ Member who became a Member prior to September 18, 2012 ~~who elects to participate in the DROP shall participate in the DROP for a period~~ shall not extend beyond ~~to exceeding~~ the eighty-four (84) ~~months~~ month period beginning on the date upon which the Member first becomes eligible for normal retirement. The period of participation in the Drop of a ~~A~~ Member who became a Member on and after September 18, 2012 ~~who elects to participate in the DROP under section 2. B., shall participate in the DROP for a period~~ shall not extend beyond ~~to exceed~~ the sixty (60) ~~months~~ month period beginning on the date upon which the Member first becomes eligible for normal retirement. An election to participate in the DROP shall constitute an irrevocable election at the time of entry into the DROP, to resign from the service of the City ~~at the time of election into the DROP~~ by no later than the end of the maximum permitted period of participation as defined above. In no event may a Member's

period of participation in the DROP continue past the date he or she terminates his or her employment as a General Employee.

(4) Termination of Participation

A. A Member's participation in the DROP shall cease at the earlier of:

i. the end of his or her ~~permissible~~ maximum permitted period of participation in the DROP as determined under ~~Subsection 2.C.~~ Paragraph 3; or

ii. termination of his or her employment as a General Employee.

B. Upon the ~~Member's~~ termination of a Member's participation in the DROP, pursuant to subsection A. above, all amounts provided for in Subsection (b), including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the System to his or her DROP Account. Any amounts remaining in his or her DROP Account shall be paid to him or her in accordance with the provisions of Subsection (c) ~~when he or she terminates his or her employment as a General Employee~~ upon the termination of the Member's participation in the DROP.

C. A Member ~~who terminates his or her~~ whose participation in the DROP has terminated under ~~this subsection 2.D.~~ Subparagraph A shall not be permitted to again become a participant in the DROP.

(5) Effect of DROP Participation on the System.

A. A Member's Credited Service and his or her accrued benefit under the System shall be determined on the date his or her election to participate in the DROP ~~first~~ becomes effective. For purposes of determining the accrued benefit, the Member's Salary for the purposes of calculating his or her Average Final Compensation shall include an amount equal to any lump sum payments which would have been paid to the Member and included as Salary as defined herein, had the Member retired under normal retirement and not elected DROP participation. Member Contributions attributable to any lump sums used in the benefit calculation and not actually received by the Member shall be deducted from the first payments to the Member's DROP Account. The Member shall not accrue any additional Credited Service or any additional benefits under the System (except for any additional benefits provided under any cost-of-living adjustment for Retirees in the System) while he or she is a participant in the DROP. After a Member commences participation, he or she shall not be permitted to again contribute to the System nor shall he or she be eligible for disability or pre-retirement death benefits, except as provided for in Section 13, Reemployment After Retirement. After a Member commences

participation in the DROP, no changes to such Member's form of benefit election shall be permitted.

B. No amounts shall be paid to a Member from the System while the Member is a participant in the DROP. Unless otherwise specified in the System, if a Member's participation in the DROP is terminated other than by terminating his or her employment as a General Employee, no amounts shall be paid to him or her from the System until he or she terminates his or her employment as a General Employee. Unless otherwise specified in the System, amounts transferred from the System to the Member's DROP Account shall be paid directly to the Member only on the termination of his or her employment as a General Employee.

(6) Only one DROP participation permitted

A. A Member may participate only once in the DROP.

(b) Funding

(1) Establishment of DROP Account – A DROP Account shall be established for each Member participating in the DROP. A ~~Member's~~ Member whose DROP participation began prior to September 18, 2012 shall have a DROP Account consisting of amounts transferred to the DROP under subsection b(2), and earnings or interest on those amounts. A Member whose DROP participation began on or after September 18, 2012 shall have a DROP Account consisting of amounts transferred to the DROP under subsection (b)(3) and interest on those amounts. The DROP Accounts established pursuant to this Paragraph are for accounting purposes only. Said accounts are not separate accounts in the System. There is no change in the System's assets and there is no distribution available to the Member until the Member's termination from the DROP. The Member has no control over the investment of the DROP Account.

(2) Transfers from Retirement System (Participants who entered DROP prior to September 18, 2012)

A. As of the first day of each month of a Member's period of participation in the DROP, the monthly retirement benefit he or she would have received under the System had he or she terminated his or her employment as a General Employee and elected to receive monthly benefit payments thereunder shall be transferred to his or her DROP Account, except as otherwise provided for in Subparagraph (a)(4)B. ~~A Member's period of participation in the DROP shall be determined in accordance with the provisions of subsections 2.C. and 2. D., but in no event shall it continue past the date he or she terminates his or her employment as a General Employee.~~

B. Except as otherwise provided in Subparagraph (a)(4)B., a Member's DROP Account under this Paragraph (2) shall be debited or credited with either:

i. Interest at an effective rate of six and one-half percent (6. 5%) per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the Member's DROP Account as of such date to be applicable to all current and future DROP participants); or

Earnings, to be credited or debited to the Member's DROP Account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows: The average daily balance in a Member's DROP Account shall be credited or debited at a rate equal to the actual net rate of investment return realized by the System for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the Member's DROP Account is invested by the Board net of brokerage commissions, transaction costs and management fees. For purposes of calculating earnings on a Member's DROP Account pursuant to this Clause B.ii, brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total Plan assets.

C. Upon electing participation in the DROP, the Member shall elect to receive either interest or earnings on his or her account to be determined as provided above. The Member may, in writing, elect to change his or her election only once during his or her DROP participation. An election to change ~~must be made prior to the end of a quarter and~~ shall be effective beginning the following quarter.

D. A Member's DROP Account shall only be credited or debited with earnings or interest and monthly benefits while the Member is a participant in the DROP. A Member's final DROP account value for distribution to the Member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation for participants electing the net plan return and at the end of the month immediately preceding termination of participation for participants electing the flat interest rate return plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter or month, as applicable, and prior to distribution. If a Member fails to terminate employment ~~after~~

~~participating in the DROP the permissible period of DROP participation~~ upon reaching the maximum permitted period of participation in the DROP, then beginning with the Member's 1st month of employment following the last month of the ~~permissible period~~ maximum permitted period of DROP participation, the Member's DROP Account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the Member is employed by the City, and ~~not~~ no cost-of-living adjustments shall be applied to the Member's credit during such period of continued employment. A Member ~~employed~~ who continues in Employment by the City after the ~~permissible period~~ maximum permitted period of DROP participation ~~will still not be eligible~~ continues to be ineligible for pre-retirement death ~~or~~ and disability benefits, and the Member shall not ~~nor will he or she~~ accrue additional Credited Service, except as provided for in Section 13, Reemployment After Retirement.

(3) Transfers From Retirement System (Participants who entered DROP on or after September 18, 2012)

A. As of the first day of each month of a Member's period of participation in the DROP, the monthly retirement benefit he or she would have received under the System had he or she terminated his or her employment as a General Employee and elected to receive monthly benefit payments thereunder shall be transferred to his or her DROP Account, except as otherwise provided for in Subparagraph (a)(4)B. ~~A Member's period of participation in the DROP shall be determined in accordance with the provisions of subsections 2.C. and 2. D., but in no event shall it continue past the date he or she terminates his or her employment as a General Employee.~~ Except as otherwise provided in Subparagraph (a)(4)B., a Member's DROP Account under this subsection 3.C. shall be credited with interest at an effective rate of three percent (3%) per annum compounded monthly determined on the last business day of the prior month's ending balance. A Member's DROP Account shall only be credited with interest and monthly benefits while the Member is a participant in the DROP. A Member's final DROP account value for distribution to the Member upon termination of participation in the DROP shall be the value of the account at the end of the month immediately preceding termination of participation plus any monthly periodic additions made to the DROP account subsequent to the end of the previous month and prior to distribution. If a Member fails to terminate employment ~~after~~ upon reaching the maximum permitted period of participation in the DROP ~~the permissible period of DROP participation~~, then beginning with the Member's 1st month of employment following the last month of the ~~permissible period~~ maximum permitted period of DROP participation, the Member's DROP Account will no longer be credited with interest, nor will monthly benefits be

transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the Member is employed by the City, and no cost-of-living adjustments shall be applied to the Member's credit during such period of continued employment. A Member ~~employed~~ who continues in employment by the City after the maximum permitted period ~~permissible period~~ of DROP participation ~~will still not be eligible~~ continues to be ineligible for pre-retirement death ~~or~~ and disability benefits, ~~nor will he or she~~ maximum permitted period accrue additional Credited Service, except as provided for in Section 13, Reemployment After Retirement.

(c) Distribution of DROP Accounts on Termination of Employment

(1) Eligibility for Benefits – A Member shall receive the balance in his or her DROP Account in accordance with the provisions of this Subsection (c) upon his or her termination of employment as a General Employee. Except as provided in Subsection (c)(5), no amounts shall be paid to a Member from the DROP prior to his or her termination of employment as a General Employee.

(2) Form of Distribution –Unless the Member elects otherwise, distribution of his or her DROP Account shall be made in a cash lump sum, ~~subject to the direct rollover provisions set forth in subsection 4.F~~. as an eligible rollover distribution as defined in Section 24. Elections under this paragraph shall be in writing and shall be made in such time or manner as the Board shall determine. If a Member dies before his or her benefit is paid, his DROP Account shall be paid to his Beneficiary in such optional form as his or her Beneficiary may select. If no Beneficiary designation is made, the DROP Account shall be distributed to the Member's estate.

(3) Date of Payment of Distribution – Except as otherwise provided in this Subsection (c), distribution of a Member's DROP Account shall be made as soon as administratively practicable following the Member's termination of employment. Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election, on forms designated by the Board, to either receive a cash lump sum or a rollover of the lump sum amount.

(4) Proof of Death and Right of Beneficiary or Other Person –The Board may require and rely upon such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of a deceased Member's DROP Account as the Board may deem proper and its determination of the right of that Beneficiary or other person to receive payment shall be conclusive.

(5) Distribution Limitation – Notwithstanding any other provision of this Subsection (c), all distributions from the DROP shall be in accordance with Subsection 24(c) ~~conform to the " Minimum Distribution of Benefits" provisions as provided for herein~~.

~~Direct Rollover of Certain Distributions. This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the System in Section 23.~~

(d) Administration of DROP

(1) Board Administers the DROP –

~~A. The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the Board. The members of the Board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as Trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A Trustee shall not vote on any question relating exclusively to himself.~~

A. Individual Accounts, Records and Reports – The Board shall maintain, records showing the operation and condition of the DROP, including records showing the individual balances in each Member's DROP Account, and the Board shall keep, in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The Board shall prepare and distribute to Members participating in the DROP and other individuals or ~~filed~~ file with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code, the applicable portions of the Act and any other applicable laws.

~~C. Establishment of Rules – Subject to the limitations of the DROP, the Board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The Board shall have discretionary authority to construe and interpret the DROP including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP. The determination of the Board as to the interpretation of~~

~~the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law.~~

~~D. Limitation of Liability – The Trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP. Neither the Board nor any Trustee of the Board shall be responsible for any reports furnished by any expert retained or employed by the Board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The Board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.~~

(e) General Provisions

(1) The DROP is not a Separate Retirement Plan – The DROP is not a separate retirement plan. Instead, it is a program under which a Member who is eligible for normal retirement under the System may elect to ~~accrue future retirement benefits in the manner provided in this Section 25 for the remainder of his employment~~ <u>continue employment by the City as a Retiree of the Plan</u>, rather than <u>to retire</u> in the normal manner provided under the plan. Upon termination of employment, a Member is entitled to a lump sum distribution of his or her DROP Account balance or may elect a rollover. The DROP Account distribution is in addition to the Member's monthly benefit.

~~(2) Notional Account – The DROP Account established for such a Member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the System. There is no change in the System's assets and there is no distribution available to the Member until the Member's termination from the DROP. The Member has no control over the investment of the DROP Account.~~

(2) No Employer Discretion – The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

(3) IRC Limit – The DROP account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

~~(5) Amendment of DROP – The DROP may be amended by an ordinance of the City at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP Account of any Member.~~

(6) Facility of Payment – If a Member or other person entitled to a benefit under the DROP is unable to care for his or her affairs because of illness or accident or is a minor, the Board shall direct that any benefit due him or her shall be made. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

(7) Information – Each Member, Beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or her on his or her account under the DROP, shall file with the Board the information that it shall require to establish his or her rights and benefits under the DROP.

(8) Written Elections, Notification –

A. Any elections, notifications or designations made by a Member pursuant to the provisions of the DROP shall be made in writing and filed with the Board in a time and manner determined by the Board under rules uniformly applicable to all employees similarly situated. The Board reserves the right to change from the time and manner for making notifications, elections or designations by Members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

B. Each Member or Retiree who has a DROP Account shall be responsible for furnishing the Board with his or her current address and any subsequent changes in his or her address. Any notice required to be given to a Member or Retiree hereunder shall be deemed given if directed to him or her at the last such address given to the Board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the Member or Retiree notifies the Board of his or her address.

(9) Benefits Not Guaranteed – All benefits payable to a Member from the DROP shall be paid only from the assets of the Member's DROP Account and neither the City nor the Board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

(10) Construction –

A. The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.

B. The titles and headings of the subsections in this Section 25 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

~~(11) Forfeiture of Retirement Benefits –Nothing in this Section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the System. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits~~.

(4) Effect of DROP Participation on Employment – Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 13. REEMPLOYMENT AFTER RETIREMENT

(a) Any Retiree who is retired under this System ~~may be reemployed~~ and who subsequently becomes employed by any public or private employer~~, except~~ other than the City, ~~and~~ may receive compensation from that employment without limiting or restricting in any way the retirement benefits payable under this System. ~~Notwithstanding the previous sentence reemployment~~ Reemployment by the City shall be subject to the limitations set forth below in this Section.

(b) Employment by the City ~~A~~after normal retirement. Any retiree who is retired under normal retirement pursuant to this system and who is reemployed by the ~~c~~City in any capacity, shall upon being reemployed, continue receipt of retirement benefits during any such employment period if they are~~is~~ at least age sixty-two (62), otherwise the System shall discontinue receipt of benefits until they reach~~es~~ age sixty-two (62) when retirement benefits shall be payable. A retiree who returns to work under the provisions of this ~~s~~Section shall not be eligible for membership in this ~~s~~System.~~, and,~~ ~~t~~Therefore, such retirees shall not accumulate additional credited service for such subsequent period~~s~~ of employment described in this section, shall not be required to make Member Contributions to the system, nor shall he or she be eligible for any additional ~~other~~ benefits other than the retiree's normal retirement benefit.

(c) ~~Any Retiree who is retired under normal retirement pursuant to this System and who is reemployed by the City after that retirement and, by virtue of that reemployment is ineligible to participate in this System, shall, during the period of such reemployment, continue to receive retirement benefits previously earned if he is at least age sixty-two (62), otherwise the System shall discontinue receipt of benefits until he reaches age sixty-two (62). Former DROP participants shall begin receipt of benefits under these circumstances.~~

~~(d)~~ After early or disability retirement. Any Retiree who is retired under early or disability retirement pursuant to this System and who subsequently becomes an employee of the City in any capacity, shall discontinue receipt of benefits from the System until the earlier of termination of employment or such time as the reemployed Retiree reaches age sixty-two (62). A Retiree who returns to work under the provisions of this Section shall not be eligible for membership in the System. ~~, and,~~ T~~t~~herefore, such retirees shall not accumulate additional Credited Service for such subsequent period~~s~~ of employment described in this section, shall not be required to make Member Contributions to the system, nor shall he or she be eligible for any additional~~other~~ benefits

other than the Retiree's early retirement or disability benefit when he or she again becomes eligible as provided herein. Retirement pursuant to an early retirement incentive program shall be deemed early retirement for purposes of this Section if the Member was permitted to retire prior to the customary retirement date provided for in the System at the time of retirement.

(~~e~~d) Reemployment of terminated vested persons. Reemployed terminated vested persons shall not be subject to the provisions of this section until such time as they begin to actually receive benefits. Upon receipt of benefits, terminated vested persons shall be treated as normal or early Retirees for purposes of applying the provisions of this section and their status as an early or normal retiree shall be determined by the date they elect to begin to receive their benefit.

(~~f~~e) DROP Participants. Retirees who were in the Deferred Retirement Option Plan shall, following termination of employment after DROP participation, have the options provided for in this section for reemployment.

SECTION 14. PURCHASE OF SERVICE CREDIT FOR PRIOR GOVERNMENT SERVICE, MILITARY SERVICE PRIOR TO EMPLOYMENT, AIRTIME

(a) Types of Service – Members (except ~~Mayor or Commissioner Member~~ Elected Official Members) may purchase the following types of service, subject to the conditions set forth in this Section 14:

(1) Prior Government Service (unless otherwise prohibited by law, and except as otherwise provided in Section 2 or in this Section 14), which is defined as the years ~~or~~ and fractional parts of years that a Member ~~(except a Mayor or Commissioner Member)~~ previously served as a full-time General Employee with the City of Ocoee during a period of previous employment and for which period Accumulated Contributions were withdrawn from the Fund, or the years and fractional parts of years that a Member served as a General Employee for any other state, federal, municipal, county or special district agency or department~~. in the State of Florida or jurisdiction other than the State of Florida, shall be added to his or her years of Credited Service provided that~~.

(2) Military Service Prior to Employment, which is defined as the years ~~or~~ and fractional parts of years that a Member ~~(except a Mayor or Commissioner Member)~~ serves or has served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the City~~ shall be added to his or her years of Credited Service~~.

(3) Air time, which is defined as periods for which there was no performance of service.

(b) Crediting of Purchased Service

(1) No service shall be credited under this Section unless payment therefore is in accordance with Subsection (c) has been completed~~made~~.

(2) A Member who has not accrued five or more years of Credited Service under this System, may not purchase Air Time.

(3) No more than five years of Air Time may be purchased.

(4) Thee is no limit to the number of years of Credited Service that a Member may purchase for ~~P~~prior ~~G~~government ~~S~~service with the City of Ocoee.

(5) The maximum credit that may be purchased for Prior Government Service for an employer other than the City of Ocoee, combined with purchased credit for Military Service Prior to Employment, and purchased Air Time, is five years of Credited Service.

(6) Years of Credited Service purchased for Prior Government Service with the City of Ocoee shall count for all purposes under the System, including but not limited to vesting, benefit eligibility and benefit calculation. Years of Credit Service purchased for Prior Government Service with an employer other than the City of Ocoee, Military Service Prior to Employment, and/or Air Time, shall count for all purposes, except vesting and benefit eligibility.

(7) No purchase of years of Credited Service shall be permitted for years of Prior Government Service, if said years of service form or will form the basis of a retirement benefit or pension from another retirement system or plan.

(8) Multiple requests to purchase Credited Service of any kind under this Section may be made at any time prior to retirement.

(c) Payment

(1) The Member shall contribute to the fund the sum that he or she would have contributed, based on his or her Salary and the Member contribution rate in effect at the time that the Credited Service is requested, had he or she been a member of the System for the years or fractional parts of years for which he or she is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of Credited Service.

(2) Payment by the Member of the required amount shall be made within six (6) months of his or her request for such credit and receipt of the actuarially determined cost, but in no event ~~not~~ later than his or her retirement date, and shall be made in one (1) lump sum payment upon receipt of which Credited Service shall be given. Payments shall be made to the System either in cash, cashier's check, money order or through a qualified roll over as otherwise described herein.

SECTION 15. FAMILY AND MEDICAL LEAVE ACT

(a) The fractional parts of the twenty-four (24) month period ending each March 1 that a Member is on leave without pay from the City pursuant to the Family and Medical Leave Act (FMLA) shall be added to his or her Credited Service provided that:

(1) The Member contributes to the Fund the sum that he or she would have contributed, based on his or her Salary and the Member contribution rate in effect at the time that the Credited Service is requested, had he or she been a Member of the System for the fractional parts of the twenty-four (24) months ending each March 1 for which he or she is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the System plus payment of costs for all professional services rendered to the Board in connection with the purchase of periods of Credited Service.

(2) The request for Credited Service for FMLA leave time for the twenty-four (24) month period prior to each March 1 and payment of professional fees shall be made on or before March 31.

(3) Payment by the Member of the required amount shall be made on or before April 30 for the preceding twenty-four (24) month period ending March 1 and shall be made in one lump sum payment upon receipt of which Credited Service shall be issued.

(4) Credited Service purchased pursuant to this section shall not count toward vesting.

SECTION 16. FORFEITURE OF BENEFITS

(a) Any Member who is convicted of the following specified offenses committed prior to retirement, or whose employment is terminated by reason of his or her admitted commission, aid or abetment of the following specified offenses, shall forfeit all rights and benefits (including DROP Benefits) under this Pension Fund, except for the return of his or her Accumulated Contributions as of the date of termination. Specified offenses are as follows:

(1) The committing, aiding or abetting of an embezzlement of public funds;

(2) The committing, aiding or abetting of any theft by a public officer or employee from his or her employer;

(3) Bribery in connection with the employment of a public officer or employee;

(4) Any felony specified in Chapter 838, Florida Statutes, except ss. 838.15 and 838.16;

(5) The committing of an impeachable offense;

(6) The committing of any felony by a public officer or employee who willfully and with intent to defraud the public or the public agency for which he or she acts or in which he or she is employed, of the right to receive the faithful performance of his or her duty as a public officer or employee, realizes or obtains or attempts to realize or obtain, a profit, gain, or advantage for himself

or herself or for some other person through the use or attempted use of the power, rights, privileges, duties or position of his or her public office or employment position; or

(7) The committing on or after October1, 2008, of any felony defined in Section 800.04, Florida Statutes, against a victim younger than sixteen (16) years of age, or any felony defined in Chapter 794, Florida Statutes, against a victim younger than eighteen (18) years of age, by a public Officer or employee through the use or attempted use of power, rights, privileges, duties, or position of his or her public office or employment position.

(b) Conviction shall be defined as an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or nolo contendere; a jury verdict of guilty when adjudication of guilt is withheld and the accused is placed on probation; or a conviction by the Senate of an impeachable offense.

(c) Court shall be defined as any state or federal court of competent jurisdiction which is exercising its jurisdiction to consider a proceeding involving the alleged commission of a specified offense.

(d) Prior to forfeiture, the Board shall hold a hearing on which notice shall be given to the Member whose benefits are being considered for forfeiture. Said Member shall be afforded the right to have an attorney present. No formal rules of evidence shall apply, but the Member shall be afforded a full opportunity to present his or her case against forfeiture.

(e) Any Member who has received benefits from the System in excess of his or her Accumulated Contributions after Member's rights were forfeited shall be required to pay back to the Fund the amount of the benefits received in excess of his or her Accumulated Contributions.

(f) The Board may implement all legal action necessary to recover such funds.

(g) This Section is specifically intended to implement Section 112.3173, Florida Statutes. Accordingly, all proceedings held pursuant to this Section, and all determinations of the forfeitability of benefits hereunder shall be in accordance with Section 112.3173, Florida Statutes, and all applicable and binding legal precedent relating thereto. The Board shall have the broadest powers permitted under Section 112.3173, Florida Statutes in the implementation thereof.

SECTION 17. BOARD OF TRUSTEES

(a) The sole and exclusive administration of and responsibility for the proper operation of the System and for making effective the provisions of this ordinance are hereby vested in a Board of Trustees. The Board of Trustees is hereby designated as the plan administrator. The Board of Trustees shall consist of five (5) Trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the City, who shall be appointed by the Ocoee City Commission, and two of whom shall be full-time vested Members of the System, who shall be elected by a majority of the General Employees who are Members of the System. The fifth Trustee shall be chosen by a majority of the

previous four Trustees as provided for herein, and such person's name shall be submitted to the Ocoee City Commission. Upon receipt of the fifth person's name, the Ocoee City Commission shall, as a ministerial duty, appoint such person to the Board of Trustees as its fifth Trustee. The fifth Trustee shall have the same rights as each of the other four Trustees appointed or elected as herein provided and shall serve a four (4) year term unless he or she sooner vacates the office. Each resident Trustee shall serve as Trustee for a period of four (4) years, unless he or she sooner vacates the office or is sooner replaced by the Ocoee City Commission at whose pleasure he or she shall serve. Each Member Trustee shall serve as Trustee for a period of four (4) years, unless he or she sooner leaves the employment of the City as a General Employee or otherwise vacates his or her office as Trustee, whereupon a successor shall be chosen in the same manner as the departing Trustee. Each Trustee may succeed himself or herself in office. The Board shall establish and administer the ~~nominating~~ nomination and election procedures for each election. The Board shall meet at least quarterly each year. The Board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

(b) The Trustees shall, by a majority vote, elect a Chairman and a Secretary. The Secretary of the Board, or an administrator acting on behalf of the Board, shall keep a complete minute book of the actions, proceedings, or hearings of the Board. The Trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by law.

(c) Each Trustee shall be entitled to one vote on the Board. Three (3) affirmative votes shall be necessary for any decision by the Trustees at any meeting of the Board. A Trustee shall have the right to recuse himself or herself from voting as the result of a conflict of interest provided that the Trustee complies with the provisions of Section112.3143, Florida Statutes.

(d) The Board shall engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the System. The compensation of all persons engaged by the Board and all other expenses of the Board necessary for the operation of the System shall be paid from the Fund at such rates and in such amounts as the Board shall agree.

(e) The duties and responsibilities of the Board shall include, but not necessarily be limited to, the following:

(1) To construe the provisions of the System and determine all questions arising thereunder. <u>All such interpretations and determinations by the Board shall be final and binding on all parties</u>.

(2) To determine all questions relating to eligibility and membership.

(3) To determine and certify the amount of all retirement allowances or other benefits hereunder.

(4) To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the System.

(5) To distribute to Members, at regular intervals in accordance with applicable law, information concerning the System.

(6) To receive and process all applications for benefits.

(7) To authorize all payments whatsoever from the Fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the System and Fund.

(8) To have performed actuarial studies and valuations at least as often as required by law, and make recommendations regarding any and all changes in the provisions of the System.

(9) To perform such other duties as are required to prudently administer the System.

SECTION 18. FINANCES AND FUND MANAGEMENT

(a) Establishment and Operation of Fund

(1) As part of the System, there exists the Fund, into which shall be deposited all of the contributions provided in Section 5 and assets whatsoever attributable to the System, including the assets of the prior Municipal General Employee's Retirement Trust Fund.

(2) The actual custody and supervision of the Fund (and assets thereof) shall be vested in the Board. Payment of benefits and disbursements from the Fund shall be made by the disbursing agent but only upon written authorization from the Board.

(3) All funds of the Municipal General Employee's Retirement Trust Fund may be deposited by the Board with the Finance Director of the City, acting in a ministerial capacity only, who shall be liable in the same manner and to the same extent as he or she is liable for the safekeeping of funds for the City. However, any funds so deposited with the Finance Director of the City shall be kept in a separate fund by the Finance Director or clearly identified as such funds of the Municipal General Employee's Retirement Trust Fund. In lieu thereof, the Board shall deposit the funds of the Municipal General Employee's Retirement Trust Fund in a qualified public depository as defined in §280.02, Florida Statutes, which depository with regard to such funds shall conform to and be bound by all of the provisions of Chapter 280, Florida Statutes. In order to fulfill its investment responsibilities as set forth herein, the Board may retain the services of a custodian bank, an investment advisor registered under Investment Advisors Act of 1940 or otherwise exempt from such required registration, an insurance company, or a combination of these, for the purposes of investment decisions and management. Such investment manager shall have discretion, subject to any guidelines as prescribed by the Board, in the investment of all Fund assets.

(4) All funds and securities of the System may be commingled in the Fund, provided that accurate records are maintained at all times reflecting the financial composition of the Fund, including accurate current accounts and entries as regards the following:

A. Current amounts of Accumulated Contributions of Members on both an individual and aggregate account basis, and

B. Receipts and disbursements, and

C. Benefit payments, and

D. Current amounts clearly reflecting all monies, funds and assets whatsoever attributable to contributions and deposits from the City, and

E. All interest, dividends and gains (or losses) whatsoever, and

F. Such other entries as may be properly required so as to reflect a clear and complete financial report of the Fund.

(5) An audit shall be performed annually by a certified public accountant for the most recent fiscal year of the City showing a detailed listing of assets and a statement of all income and disbursements during the year. Such income and disbursements must be reconciled with the assets at the beginning and end of the year. Such report shall reflect a complete evaluation of assets on both a cost and market basis, as well as other items normally included in a certified audit.

(6) The Board shall have the following investment powers and authority:

A. The Board shall be vested with full legal title to said Fund, subject, however, and in any event to the authority and power of the Ocoee City Commission to amend or terminate this Fund, provided that no amendment or Fund termination shall ever result in the use of any assets of this Fund except for the payment of regular expenses and benefits under this System, except as otherwise provided herein. All contributions from time to time paid into the Fund, and the income thereof, without distinction between principal and income, shall be held and administered by the Board or its agent in the Fund and the Board shall not be required to segregate or invest separately any portion of the Fund.

B. All monies paid into or held in the Fund shall be invested and reinvested by the Board and the investment of all or any part of such fonds shall be subject to the following:

(i) Notwithstanding any limitation provided for in prior City ordinances to the contrary (unless such limitation may not be amended by local ordinance) or any limitation in prior city ordinances to the contrary, all monies paid into or held in the Fund may be invested and reinvested in such securities, investment vehicles or property wherever situated and of whatever kind, as

shall be approved by the Board, including but not limited to common or preferred stocks, bonds, and other evidences of indebtedness or ownership.

(ii) The Board shall develop and adopt a written investment policy statement ~~setting forth permissible types of investments, goals and objectives of investments and setting quality and quantity limitations on investments in accordance with the recommendations of its investment consultants. The investment policy statement shall be reviewed by the Board at least annually, and shall be followed by the Board in making its investment decisions~~ in compliance with 112.661, Florida Statutes.

(iii) In addition, the Board may, upon recommendation by the Board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81- 100, Revenue Ruling 2011-1, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account or separate tax favored account maintained by an insurance company that is treated as a trust under 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or plan.

I. Any collective or common group trust to which assets of the fund are transferred pursuant to this Clause (iii) shall be adopted by the Board as part of the System by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.

II. The separate account maintained by the group trusts for the System pursuant to this Clause (iii) shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the System.

III. For purposes of valuation, the value of the separate account maintained by the group trust for the System shall be the fair market value of the portion of the group trust

held for the System, determined in accordance with generally recognized valuation procedures.

C. The Board may retain in cash and keep unproductive of income such amount of the Fund as it may deem advisable, having regard for the cash requirements of the System.

D. The Board may cause any investment in securities held by it to be registered in or transferred into its name as Trustee or into the name of such nominee as it may direct, or it may retain them unregistered and in form permitting transferability, but the books and records shall at all times show that all investments are part of the Fund.

E. The Board is empowered, but is not required, to vote upon any stocks, bonds, or securities of any corporation, association, or trust and to give general or specific proxies or powers of attorney with or without power of substitution; to participate in mergers, reorganizations, recapitalizations, consolidations, and similar transactions with respect to such securities; to deposit such stock or other securities in any voting trust or any protective or like committee with the Trustees or with depositories designated thereby; to amortize or fail to amortize any part or all of the premium or discount resulting from the acquisition or disposition of assets; and generally to exercise any of the powers of an owner with respect to stocks, bonds, or other investments comprising the Fund which it may deem to be to the best interest of the Fund to exercise.

F. The Board shall not be required to make any inventory or appraisal or report to any court, nor to secure any order of court for the exercise of any power contained herein.

G. Where any action which the Board is required to take or any duty or function which it is required to perform either under the terms herein or under the general law applicable to it as Trustee under this ordinance, can reasonably be taken or performed only after receipt by it from a Member, the City, or any other entity, of specific information, certification, direction or instructions, the Board shall be free of liability in failing to take such action or perform such duty or function until such information, certification, direction or instruction has been received by it.

H. Any overpayments or underpayments from the Fund to a Member, Retiree or Beneficiary caused by errors of computation shall be ~~adjusted with interest at a rate per annum approved by the Board in such a manner that the Actuarial Equivalent of the benefit to which the Member, Retiree or Beneficiary was correctly entitled to, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Underpayments shall be made up from the Fund in a prudent manner~~ resolved in accordance with applicable law.

I. The Board shall sustain no liability whatsoever for the sufficiency of the Fund to meet the payments and benefits herein provided for.

J. In any application to or proceeding or action in the courts, only the Board shall be a necessary party, and no Member or other person having an interest in the Fund shall be entitled to any notice or service of process. Any judgment entered in such a proceeding or action shall be conclusive upon all persons.

K. Any of the foregoing powers and functions reposed in the Board may be performed or carried out by the Board through duly authorized agents, provided that the Board at all times maintains continuous supervision over the acts of any such agent; provided further, that legal title to said Fund shall always remain in the Board.

SECTION 19. INCOME DEDUCTION ORDERS, RETIREE DIRECTED PAYMENTS, EXEMPTION FROM EXECUTION, NON-ASSIGNABILITY

(a) Income Deduction Orders –

(1) Prior to the entry of any income deduction order which affects or purports to affect the System's responsibility in connection with the payment of benefits of a Retiree, the Member or Retiree shall submit the proposed order to the Board for review to determine whether the System may legally honor the order.

(2) If an income deduction order is not submitted to the Board for review prior to entry of the order, and the System is ordered to take action that it may not legally take, and the System expends administrative or legal fees in resolving the matter, the Member or Retiree who submits such an order will be required to reimburse the System for its expenses in connection with the order.

(b) Retiree Directed Payments – The Board may, upon written request by a Retiree or by a Beneficiary, authorize the System to withhold from the monthly retirement payment those funds that are necessary to pay for the benefits being received through the City, to pay the certified bargaining agent of the City, to make payment to insurance companies for insurance premiums and to make any payments for child support or alimony.

(c) Exemption from Execution, Non-Assignability – Except as otherwise provided by law, the pensions, annuities, or any other benefits accrued or accruing to any person under the provisions of this ordinance and the Accumulated Contributions and the cash securities in the Fund created under this ordinance are hereby exempted from any state, county or municipal tax of the state and shall not be subject to execution, attachment, garnishment or any legal process whatsoever and shall be unassignable.

SECTION 20. CLAIMS PROCEDURES

(a) The Board shall establish administrative ~~claims~~ procedures to be utilized in processing ~~written requests ("claims"), on matters which affect the substantial rights of any person ("Claimant"), including Members, Retirees, Beneficiaries, or any person~~

~~affected by a decision of the Board~~ of claims for benefits under the System. As provided in Paragraph 17(e)(1), the decision of the Board of Trustees regarding benefit claims shall be final and binding on all parties.

(b) The Board shall have the power to subpoena and require the attendance of witnesses and the production of documents for discovery prior to and at any proceedings provided for in the Board's claims procedures. The Claimant may request in writing the issuance of subpoenas by the Board. A reasonable fee may be charged for the issuance of any subpoena not to exceed the fees set forth in Florida Statutes.

SECTION 21. INDEMNIFICATION

(a) To the extent not covered by insurance contracts in force from time to time, the City shall indemnify, defend and hold harmless members of the Board from all personal liability for damages and costs, including court costs and attorneys' fees, arising out of claims, suits, litigation, or threat of same, herein referred to as "claims", against these individuals because of acts or circumstances connected with or arising out of their official duty as members of the Board. The City reserves the right, in its sole discretion, to settle or not settle the claim at any time, and to appeal or to not appeal from any adverse judgment or ruling, and in either event will indemnify, defend and hold harmless any members of the Board from the judgment, execution, or levy thereon.

SECTION 22. AMENDMENT AND TERMINATION OF SYSTEM

(a) ~~This ordinance establishing the~~ The System and Fund~~, and subsequent ordinances pertaining to said System and Fund,~~ may be ~~modified~~ amended or terminated~~, or amended,~~ in whole or in part at any time by any lawful ordinance of the City; provided that ~~if this or any subsequent ordinance shall be amended or repealed in its application to any person benefiting hereunder, the amount of benefits which at the time of any such alteration, amendment, or repeal shall have accrued to the Member or Beneficiary shall not be affected thereby, except to the extent that the assets of the Fund may be determined to be inadequate~~ no such amendment or termination shall have the effect of decreasing the benefits accrued by any member at the time of said amendment or termination.

(b) Benefit improvements which, in the past, have been provided for by amendments to the System adopted by City ordinance, and any benefit improvements which might be made in the future shall apply prospectively and shall not apply to Members who terminate employment or who retire prior to the effective date of any ordinance adopting such benefit improvement, unless such ordinance specifically provides to the contrary

(c) ~~If~~ Should ~~this ordinance shall be repealed~~ the System be terminated, or ~~if~~ contributions to the System provided in Section 5 ~~are~~ be discontinued, the Board shall continue to administer the System in accordance with the provisions of this ordinance, for the sole benefit of the ~~then~~ Members~~, any~~ and Beneficiaries ~~then receiving retirement allowances, and any future persons entitled to receive benefits under one of the options~~

~~provided for in this ordinance who are designated by any of said Members~~. In the event of ~~repeal~~ termination of the system, or ~~if contributions to the System are discontinued~~ of discontinuation of contributions, there shall be full vesting (100%) of benefits accrued ~~to date of repeal~~ as of the date of termination or discontinuation of contributions, and the assets of the System shall be allocated in an equitable manner to provide benefits on a proportionate basis to the persons so entitled in accordance with the provisions ~~thereof~~ hereof.

(d) The following shall be the order of priority for purposes of allocating the assets of the System as of the date of ~~repeal of this Ordinance~~ termination, or as of the date, as determined by the Board, of the cessation of contributions ~~if contributions to the System are discontinued with the date of such discontinuation being determined by the Board~~.

(1) Apportionment shall first be made in respect of each Retiree receiving a retirement benefit hereunder on such date, each person receiving a benefit on such date on account of a retired (but since deceased) Member, and each Member who has, by such date, become eligible for normal retirement but has not yet retired, an amount which is the Actuarial Equivalent of such benefit, provided that, if such asset value be less than the aggregate of such amounts, such amounts shall be proportionately reduced so that the aggregate of such reduced amounts will be equal to such asset value.

(2) If there be any asset value remaining after the apportionment under Paragraph 1, apportionment shall next be made in respect of each Member in the service of the City on such date who is vested and who is not entitled to an apportionment under paragraph 1, in the amount required to provide the Actuarial Equivalent of the vested portion of the accrued normal retirement benefit (but not less than Accumulated Contributions), based on the Credited Service and Average Final Compensation as of such date, and each vested former Member then entitled to a deferred benefit who has not, by such date, begun receiving benefit payments, in the amount required to provide said Actuarial Equivalent of the vested portion of the accrued normal retirement benefit (but not less than Accumulated Contributions), provided that, if such remaining asset value be less than the aggregate of the amounts apportioned hereunder, such latter amounts shall be proportionately reduced so that the aggregate of such reduced amounts will be equal to such remaining asset value.

(3) If there be any asset value after the apportionments under Paragraphs (1) and (2), apportionment shall be made in respect of each Member in the service of the City on such date who is not entitled to an apportionment under Paragraphs A and B in the amount equal to Member's Accumulated Contributions, provided that, if such remaining asset value be less than the aggregate of the amounts apportioned hereunder such latter amount shall be proportionately reduced so that the aggregate of such reduced amounts will be equal to such remaining asset value.

(4) If there be any asset value remaining after the apportionments under Paragraphs (1), (2) and (3), apportionment shall lastly be made in respect of each Member included in Paragraph (3) above to the extent of the Actuarial Equivalent of the non-vested accrued normal retirement benefit, less the amount apportioned in Paragraph (3), based on the Credited Service and Average Final Compensation as of such date, provided that, if such remaining asset value be less than the aggregate of the amounts apportioned hereunder, such amounts shall be reduced so that the aggregate of such reduced amounts will be equal to such remaining asset value.

(5) In the event that there be asset value remaining after the full apportionment specified in Paragraphs (1), (2) , (3) and (4), such excess shall be returned to the City, less return of the State's contributions to the State, provided that, if the excess is less than the total contributions made by the City and the State to the date of termination such excess shall be divided proportionately to the total contributions made by the City and the State.

(6) The allocation of the Fund provided for in this Subsection may, as decided by the Board be carried out through the purchase of insurance company contracts to provide the benefits determined in accordance with this Subsection. The Fund may be distributed in one sum to the persons entitled to said benefits or the distribution may be carried out in such other equitable manner as the Board may direct. The Fund may be continued in existence for purposes of subsequent distributions.

(7) After all the vested and accrued benefits provided hereunder have been paid and after all other liabilities have been satisfied, then and only then shall any remaining funds revert to the general fund of the City.

SECTION 23. MISCELLANEOUS PROVISIONS

(a) Interest of Members in the System – All assets of the Fund are held in trust, and at no time prior to the satisfaction of all liabilities under the System with respect to Retirees and Members and their Spouses or Beneficiaries, shall any part of the corpus or income of the Fund be used for or diverted to any purpose other than for their exclusive benefit.

~~(b) No amendment or ordinance shall be adopted by the City Commission of the City of Ocoee which shall have the effect of reducing the then vested accrued benefits of Members or a Member's Beneficiaries.~~

(b) Qualification of the System – It is intended that the System will constitute a qualified ~~public pension plan under the applicable provisions of the Code for a qualified~~ governmental plan under ~~Code~~ Section 401(a) and ~~a governmental plan under Code~~ Section 414(d) of the Internal Revenue Code, as now in effect or hereafter amended. Any modification or amendment of the System may be ~~retroactively~~ retroactive, if necessary ~~or appropriate, to qualify or maintain the System ass a Plan meeting the requirements of the applicable provisions of the Code as now in effect or hereafter amended, or any other~~

~~applicable provisions of the U.S. Federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder~~ to maintain the qualified status of the System.

(c) Use of Forfeitures – Forfeitures arising from terminations of service of Members shall serve only to reduce future contributions required of the City.

(d) Prohibited Transactions – Effective as of January 1, 1989, the Board may not engage in a transaction prohibited by Code Section 503(b).

~~(f) USERRA – Effective December 12, 1994, notwithstanding any other provision of this System, contributions, benefits and service credit with respect to qualified military service are governed by Code Section 414(u) and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. To the extent that the definition of "Credited Service" sets forth contribution requirements that are more favorable to the Member than the minimum compliance requirements, the more favorable provisions shall apply.~~

~~(g) Vesting –~~

~~(1) Member will be 100% vested in all benefits upon attainment of the Plan's age and service requirements for the Plan's normal retirement benefit; and~~

~~(2) A Member will be 100% vested in all accrued benefits, to the extent funded, if the Plan is terminated or experiences a complete discontinuance of employer contributions.~~

(e) Electronic Forms – In those circumstances where a written election or consent is not required by the Plan or the Code, an oral, electronic, or telephonic form in lieu of or in addition to a written form may be prescribed by the Board. However, where applicable, the Board shall comply with Treasury Regulation 1.401(a)-21.

(f) Validity of Pensions – The Board shall have the power to examine into the facts upon which any pension shall heretofore have been granted under any prior or existing law, or shall hereafter be granted or obtained erroneously, fraudulently or illegally for any reason. The Board is empowered to purge the pension rolls or correct the pension amount of any person heretofore granted a pension under prior or existing law or any person hereafter granted a pension under this ordinance if the same is found to be erroneous, fraudulent or illegal for any reason; and to reclassify any person who has heretofore under any prior or existing law been or who shall hereafter under this ordinance be erroneously, improperly or illegally classified. Any overpayments or underpayments shall be corrected and paid or repaid in ~~a reasonable manner determined by the Board~~ accordance with applicable law.

SECTION 24. INTERNAL REVENUE CODE COMPLIANCE

(a) Maximum amount of retirement income –

(1) The limitations of this subsection (a) shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided herein, and are intended to comply with the requirements of the Pension Protection Act of 2006 and shall be construed in accordance with said Act and guidance issued thereunder. The provisions of this subsection (a) shall supersede any provision of the Plan to the extent such provision is inconsistent with this subsection.

The annual pension as defined in paragraph (2) below otherwise payable to a participant at any time shall not exceed the dollar limitation for the Member multiplied by a fraction whose value cannot exceed one (1), the numerator of which is the participant's number of years (or part thereof, but not less than one (1) year) of service with the City and the denominator of which is ten (10). For this purpose, no more than one (1) year of service may be credited for any Plan Year. If the benefit the participant would otherwise accrue in a limitation year would produce an annual pension in excess of the dollar limitation, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the dollar limitation.

(2) "Annual pension" means the sum of all annual benefits, payable in the form of a straight life annuity. Benefits payable in any other form shall be adjusted to the larger of:

A. For limitation years beginning on or after July 1, 2007:

(i) the straight life annuity (if any) payable to the participant under the Plan commencing at the same annuity starting date as the participant's form of benefit; or

(ii) the actuarially equivalent straight life annuity commencing at the same annuity starting date, computed using a five (5.00) percent interest rate and the mortality basis prescribed in Code section 415(b)(2)(E)(v).

B. For limitation years beginning before July 1, 2007:

(I) the actuarially equivalent straight life annuity commencing at the same annuity starting date, computed using the interest rate and mortality basis specified by the Board of Trustees for determining actuarial equivalence under the Plan for the particular form of payment; or

(II) the actuarially equivalent straight life annuity commencing at the same annuity starting date, computed using a five (5.00) percent interest rate and the mortality basis prescribed in Code section 415(b)(2)(E)(v).

No actuarial adjustment to the benefit shall be made for benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or the inclusion in the form of benefit of an automatic benefit increase feature,

provided the form of benefit is not subject to section 417(e)(3) of the Internal Revenue Code and would otherwise satisfy the limitations of this subsection (a), and the amount payable under the form of benefit in any limitation year shall not exceed the limits of this subsection (a) applicable at the annuity starting date, as increased in subsequent years pursuant to section 415(d) of the Code. For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

(3) "Dollar limitation" means, effective for the first limitation year beginning after January 1, 2001, one hundred sixty thousand dollars ($160,000.00), automatically adjusted under Code section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to limitation years ending with or within the calendar year of the date of the adjustment, but a participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The dollar limitation shall be further adjusted based on the age of the participant when the benefit begins as follows:

A. For Annuity Starting Dates in limitation years beginning on or after July 1, 2007:

(i) If the annuity starting date for the participant's benefit is after age sixty-five (65):

(I) If the Plan does not have an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement: The dollar limitation at the participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the participant's annuity starting date that is the actuarial equivalent of the dollar limitation with actuarial equivalence computed using a five (5.00) percent interest rate assumption and the mortality basis prescribed in Code section 415(b)(2)(E)(v) for that annuity starting date (and expressing the participant's age based on completed calendar months as of the annuity starting date).

(II) If the Plan does have an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement: The dollar limitation at the participant's annuity starting date is the lesser of (aa) the dollar limitation multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the participant's annuity starting date to the annual amount of the adjusted

immediately commencing straight life annuity under the Plan at age sixty-five (65), both determined without applying the limitations of this subsection (a), and (bb) the limitation determined under Subclause (3)A.(i)(I) of this subsection (a). For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the participant's annuity starting date is the annual amount of such annuity payable to the participant, computed disregarding the participant's accruals after age sixty-five (65) but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65) is the annual amount of such annuity that would be payable under the Plan to a hypothetical participant who is age sixty-five (65) and has the same accrued benefit as the participant.

(ii) Except with respect to a participant who is a "qualified Member" as defined in section 415(b)(2)(H) of the Code, for benefits (except survivor and disability benefits as defined in section 415(b)(2)(I) of the Code), if the annuity starting date for the participant's benefit is before age sixty-two (62):

(I) If the Plan does not have an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement: The dollar limitation at the participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the participant's annuity starting date that is the actuarial equivalent of the dollar limitation with actuarial equivalence computed using a five (5.00) percent interest rate assumption and the mortality basis prescribed in Code section 415(b)(2)(E)(v) for that annuity starting date (and expressing the participant's age based on completed calendar months as of the annuity starting date).

(II) If the Plan does have an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement: The dollar limitation at the participant's annuity starting date is the lesser of (aa) the dollar limitation multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the participant's annuity starting date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age sixty-two (62), both determined without

applying the limitations of this subsection (a), and (bb) the limitation determined under Subclause (3)A.(ii)(I) of this subsection (a).

B. For annuity starting dates in limitation years beginning before July 1, 2007:

Age as of Annuity Starting Date:	Adjustment of Dollar Limitation:
Over 65	The smaller of:
	(a) The Actuarial Equivalent of the limitation for age 65, computed using the interest rate and mortality basis specified by the Board of Trustees for determining actuarial equivalence under the Plan; or
	(b) The actuarial equivalent of the limitation for age 65, computed using a 5.00 percent interest rate and the mortality basis prescribed in Code section 415(b)(2)(E)(v).
	Any increase in the Dollar Limitation determined in accordance with this paragraph shall not reflect a mortality decrement between age 65 and the age at which benefits commence if benefits are not forfeited upon the death of the participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.
62 to 65	No adjustment.
Less than 62	The smaller of:
	(a) The Actuarial Equivalent of the limitation for age 62, computed using the interest rate and mortality basis specified by the Board of Trustees for determining actuarial equivalence under the Plan; or
	(b) The actuarial equivalent of the limitation for age 62, computed using a 5.00 percent interest rate and the mortality basis prescribed in Code section 415(b)(2)(E)(v).
	This adjustment shall not apply to any "qualified Member" as defined in section 415(b)(2)(H), nor to survivor and disability benefits as defined in section 415(b)(2)(I) of the Code.

(4) With respect to Subclause (3)A.(i)(I), Subclause (3)A.(ii)(I) and paragraph (3)B. above, no adjustment shall be made to the dollar limitation to reflect the probability of a participant's death between the annuity starting date and age sixty-two (62), or between age sixty-five (65) and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the participant

prior to the annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the participant's death if the Plan does not charge participants for providing a qualified preretirement survivor annuity, as defined in Code section 417(c), upon the Member's death.

(5) The term "limitation year" is the 12-month period which is used for application of the limitations under Code section 415 and shall be the calendar year.

(6) The limitations set forth in this subsection (a) shall not apply if the annual pension does not exceed ten thousand dollars ($10,000.00) provided the participant has never participated in a defined contribution plan maintained by the City.

(7) Cost-of-living adjustments in the dollar limitation for benefits shall be limited to scheduled annual increases determined by the Secretary of the Treasury under subsection 415(d) of the Code.

(8) In the case of a participant who has fewer than ten years of participation in the Plan, the dollar limitation set forth in paragraph (3) of this subsection (a) shall be multiplied by a fraction - (i) the numerator of which is the number of years (or part thereof) of participation in the Plan, and (ii) the denominator of which is ten (10).

(9) Any portion of a participant's benefit that is attributable to mandatory participant contributions (unless picked-up by the City) or rollover contributions, shall be taken into account in the manner prescribed in the regulations under section 415 of the Code.

(10) Should any participant participate in more than one (1) defined benefit plan maintained by the City, in any case in which the Member's benefits under all such defined benefit plans (determined as of the same age) would exceed the dollar limitation applicable at that age, the accrual of the participant's benefit under this Plan shall be reduced so that the participant's combined benefits will equal the dollar limitation.

(11) For a participant who has or will have distributions commencing at more than one (1) annuity starting date, the annual benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to §1.401(a)-20, Q&A 10(d), and with regard to §1.415(b)1(b)(1)(iii)(B) and (C) of the Income Tax Regulations.

(12) The determination of the annual pension under paragraph a.(1) of this subsection (a) shall take into account (in the manner prescribed by the regulations under section 415 of the Code) social security supplements described in section 411(a)(9) of the Internal Revenue Code and benefits

transferred from another defined benefit plan, other than transfers of distributable benefits pursuant §1.411(d)-4, Q&A-3(c) of the Income Tax Regulations.

(13) The above limitations are intended to comply with the provisions of section 415 of the Code, as amended, so that the maximum benefits provided by plans of the City shall be exactly equal to the maximum amounts allowed under section 415 of the Code and regulations thereunder. If there is any discrepancy between the provisions of this subsection (a) and the provisions of section 415 of the Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of section 415 of the Code. The value of any benefits forfeited as a result of the application of this subsection (a) shall be used to decrease future employer contributions.

(14) For the purpose of applying the limitations set forth in sections 401(a)(17) and 415 of the Internal Revenue Code, compensation shall include any elective deferral (as defined in Code section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the participant by reason of section 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in this subsection (a), compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the participant by reason of section 132(f)(4) of the Internal Revenue Code. For limitation years on or after July 1, 2007, compensation shall include payments that otherwise qualify as compensation and that are made by the later of: (a) two and one-half (2½) months after severance from employment with the employer, and (b) the end of the limitation year that includes the date of severance.

(b) Required beginning date

(1) Notwithstanding any other provision of the Plan, payment of a participant's retirement benefits under the Plan shall commence not later than the participant's required beginning date, which effective January 1, 2023, is defined as April 1 of the calendar year that next follows the later of (1) and (2), where (1) is the calendar year in which the Member attains his or her Applicable Age as defined in Section 401(a)(9) of the Code and (2) is the calendar year in which the participant retires.

(c) Required minimum distributions

(1) Required beginning date – The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's required beginning date as defined in subsection (b) of this Section.

(2) Death of participant before distributions begin –

A. If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the participant's surviving spouse is the participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained his or her Applicable Age.

(ii) If the participant's surviving spouse is not the participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the participant died.

(iii) If there is no designated beneficiary as of September 30 of the year following the year of the participant's death, the participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

B. The participant's entire interest shall be distributed as follows:

(i) *Participant survived by designated beneficiary.* If the participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the participant's entire interest will be distributed, beginning no later than the time described in Subparagraph (2)A above, over the life of the designated beneficiary or over a period certain not exceeding:

(I) Unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the participant's death; or

(II) If the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(ii) *No designated beneficiary.* If the participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the participant's death, distribution of the participant's entire

interest will be completed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

C. Death of surviving spouse before distributions to surviving spouse begin – In any case in which (i) the participant dies before the date distribution of his or her interest begins, (ii) the participant's surviving spouse is the participant's sole designated beneficiary, and (iii) the surviving spouse dies before distributions to the surviving spouse begin, Subparagraphs (2)(A) and 2(B) above shall apply as though the surviving spouse were the participant.

(3) Requirements for annuity distributions that commence during participant's lifetime –

A. *Joint life annuities where the beneficiary is not the participant's spouse.* If the participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the participant and a nonspousal beneficiary, annuity payments to be made on or after the participant's required beginning date to the designated beneficiary after the participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the participant and a nonspousal beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

B. *Period certain annuities.* Unless the participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the participant's lifetime may not exceed the applicable distribution period for the participant under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the participant reaches age seventy (70), the applicable distribution period for the participant is the distribution period for age seventy (70) under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of seventy (70) over the age of the participant as of the participant's birthday in the year that contains the annuity starting date. If the participant's spouse is the participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the participant's applicable distribution period, as determined under this subparagraph (3)(B), or the joint life and last survivor expectancy of the participant and the participant's spouse as determined under the Joint

and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the participant's and spouse's attained ages as of the participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(4) *Form of distribution.* Unless the participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with subparagraphs (4)A, (4)B and (4)C below. If the participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury regulations. Any part of the participant's interest which is in the form of an individual account described in section 414(k) of the Code will be distributed in a manner satisfying the requirements of section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

A. General annuity requirements – If the participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(i) The annuity distributions will be paid in periodic payments made at intervals not longer than one (1) year;

(ii) The distribution period will be over a life (or lives) or over a period certain, not longer than the distribution period described in paragraphs (2) or (3) above, whichever is applicable, of this subsection (c);

(iii) Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(iv) Payments will either be non-increasing or increase only as follows:

(I) By an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(II) To the extent of the reduction in the amount of the participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period dies or is no longer the participant's beneficiary pursuant to a qualified domestic relations order within the meaning of section 414(p) of the Code;

(III) To provide cash refunds of employee contributions upon the participant's death; or

(IV) To pay increased benefits that result from a plan amendment.

B. *Amount required to be distributed by required beginning date.* The amount that must be distributed on or before the participant's required beginning date (or, if the participant dies before distributions begin, the date distributions are required to begin under subparagraph (2)A(i) or (2)A(ii), whichever is applicable) is the payment that is required for one (1) payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the participant's required beginning date.

C. *Additional accruals after first distribution calendar year.* Any additional benefits accruing to the participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(5) For purposes of this subsection (c), distributions are considered to begin on the participant's required beginning date. If annuity payments irrevocably commence to the participant (or to the participant's surviving spouse) before the participant's required beginning date (or, if to the participant's surviving spouse, before the date distributions are required to begin in accordance with subparagraph (2)(A) above), the date distributions are considered to begin is the date distributions actually commence.

(6) *Definitions.*

A. *Designated beneficiary.* The individual who is designated as the beneficiary under the Plan and is the designated beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-4, of the Treasury regulations.

B. *Distribution calendar year.* A calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the participant's required beginning date. For distributions beginning after the participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to paragraph (2) of this subsection (c).

C. *Life expectancy.* Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(d) Eligible rollover distributions:

(1) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(2) Definitions. The following definitions apply to this section:

A. *Eligible rollover distribution:* An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

(i) any distribution that is one (1) of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more;

(ii) any distribution to the extent such distribution is required under section 401(a)(9) of the Code;

(iii) the portion of any distribution which is made upon hardship of the participant; and

(iv) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), provided that a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

B. Eligible retirement plan – An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, an annuity contract described in section 403(b) of the Code, a qualified trust described in section 401(a) of the Code, an eligible plan under section

457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or, with respect to distributions on or after January 1, 2008, a Roth IRA (subject to the limitations of Code section 408A(c)(3)) that accepts the distributee's eligible rollover distribution.

C. Distributee – A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. Furthermore, effective January 1, 2007, a surviving designated beneficiary as defined in section 401(a)(9)(E) of the Code who is not the surviving spouse and who elects a direct rollover to an individual retirement account described in section 408(a) of the Code or an individual retirement annuity described in section 408(b) of the Code shall be considered a distributee.

D. Direct rollover – A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(e) Notwithstanding any other provision of this Plan, the maximum amount of any mandatory distribution, as defined in section 401(a)(31) of the Code, payable under the Plan shall be one thousand dollars ($1,000.00).

(f) *Compensation limitations under 401(a)(17):* In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, the annual compensation of each participant taken into account under the Plan shall not exceed the EGTRRA annual compensation limit for limitation years beginning after December 31, 2001. The EGTRRA annual compensation limit is two hundred thousand dollars ($200,000.00), as adjusted by the commissioner for increases in the cost of living in accordance with section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding twelve (12) months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than twelve (12) months, the EGTRRA annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is twelve (12).

Any reference in the Plan to the limitation under section 401(a)(17) of the Code shall mean the EGTRRA annual compensation limit set forth in this provision.

(g) At no time prior to the satisfaction of all liabilities under the Plan with respect to participants and their spouses or Beneficiaries, shall any part of the corpus or income of the fund be used for or diverted to any purpose other than for their exclusive benefit.

City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference:
AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE CITY OF OCOEE MUNICIPAL GENERAL EMLPLOYEES' RETIREMENT TRUST FUND; AMENDING ORDINANCE NUMBER 2009-020, AS SUBSEQUENTLY AMENDED; PROVIDING FOR THE RESTATEMENT OF THE CITY OF OCOEE MUNICIPAL GENERAL EMPLOYEES' RETIREMENT TRUST FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
The proposed ordinance seeks to restate the governing local law for the City of Ocoee Municipal General Employees' Retirement Trust Fund ensuring compliance, clarity and consistency in administration. Further, the proposed revisions provide necessary updates to certain Internal Revenue Code tax qualification and Florida statutory compliance provisions while removing obsolete, redundant and/or erroneous terms.

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

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

N/A.

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

N/A.

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

Refer to Actuarial Impact Statement prepared by Foster & Foster, the pension plan actu

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

N/A.

4. Additional information the governing body deems useful (if any):
The proposed ordinance amendment has been certified by the plan actuary as having no financial impact to the City. It does not substantively change any benefits, eligibility or terms of employment.

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 24

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Second 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:
The First Reading of the Ordinance was held on March 3, 2026.

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 May 20, 2025, December 2, 2025, and most recently the February 3rd City Commission 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 or irreversible violations, order recovery of the City's enforcement and repair costs, and recommend foreclosure actions to the City Commission. A Special Magistrate's order that imposes fines and is recorded by the City in the Orange County public records becomes a lien on the violator's personal and real property. 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 $1,000 per day for a first violation and $5,000 for repeat violations, and $15,000 for violations that are "irreparable or irreversible in nature." These fines are the maximum allowed due to the city's population exceeding 50,000 residents, according to the latest data from the Bureau of Economic and Business Research of the University of Florida ("BEBR") and the United Census Bureau. The Commission can limit fines to $250 per day, $500 for repeat violations, and $5,000 for "irreparable or

irreversible" violations, which are the maximum amounts allowed by Florida Statutes § 162.09 for cities with a population under 50,000.

Additionally, the ordinance affirms that code enforcement officers are 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 a maximum $1,000 per day, $5,000 per day for repeat violations, or $15,000 for "irreparable or irreversible" violations, or limit fines to $250 per day, $500 per day for repeat violations, or $5,000 for "irreparable or irreversible" violations?

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 maximum daily fines at $1,000 per day, $5,000 per day for repeat violations, and $15,000 for "irreparable or irreversible" violations.

Attachments:
1. Code Enforcement Timeline
2. Ordinance Creating Office of Special Magistrate
3. Proposed Strikeouts and Deletions - Chapter 7 - Enforcement of Code
4. Business Impact Estimate
5. Advertisement

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

Type of Item: Second Reading Public Hearing

Mayor
Rusty Johnson

City Manager
Robert Frank

Chief of Police
Vince Ogburn

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

MEMORANDUM

TO: **Craig Shadrix**
City manager

FROM: **Vincent L. Ogburn, Sr.** VLO
Chief of Police

DATE: **March 30, 2026**

RE: **Code Enforcement Memo**

This memorandum summarizes Code Enforcement Board attendance, quorum status, and key rulings from 2024 through early 2026. The purpose is to clearly outline attendance patterns and explain how quorum challenges and fine reductions have affected the City's ability to hear and resolve code enforcement cases consistently.

2024

January:
5 of the 6 members were present, with Member Mann absent.
The Board kept all the recommended rulings. Note that all cases were recommended to have a $25.00 daily fine.

February:
No meeting. Unknown if it was due to no quorum.

March:
6 of 7 members were present, with Member Mann being absent.
Ruled to extend one case and keep the recommended fines for the remaining cases. Note that all cases were recommended to have a $15.00 daily fine.

April:
5 of 7 members were present; Members Mann and Smalldon were absent.
Reduced 1 case (the only case that was not in compliance). Reduced from $50 to $25.

May:
5 of 7 members were present, with Member Brennan and Smalldon being absent.
Reduced 1 case from $25 to $12.20 and extended 1 case.

June:
4 or 7 members were present, with Member Mann, Fernandez, and Smalldon being absent.
Dismissed two cases (828 & 830 Hammocks)

July:
4 out of 6 members, with Member Mann and Smalldon being absent.
3 cases reduced from $25 to $15, $75 to $15, and $25 to $10

August:
5 out of 6 members, with Member Smalldon being absent.
Reduced 1 case from $25 to $15.

September:
4 out of 6 members were present; members Mann and Fernandez were absent.
The Board kept all the recommended rulings. Note that all cases were recommended to have a $25.00 daily fine.

October:
4 out of 6 members were present; members Smalldon and Schutz were absent.
The Board kept all the recommended rulings.

Due to the holidays, the November and December meetings were not held.

2025

January:
There was no quorum

February:
There was no quorum

March:
There was no quorum

April:
Code Board was suspended due to a lack of quorum from January to March.

May:
Code Board was suspended due to a lack of quorum from January to March.

June:
The Code Board was reinstated, and member Bikram was appointed to it.

July:
All members responded and appeared; member Whittle was appointed to the Code Board, which

filled all vacancies.
All rulings kept the recommended fine amounts.

August:
Six of seven members responded that they would appear. An hour before the hearing, Member Smalldon advised that she had an emergency and would be unable to attend.
Member Lewis did not advise of his attendance but did appear at the meeting.
The board reduced the recommended fine amount from $50.00 to $25.00 for Case 2025-02455 (200 Lee St).

September:
Five of seven members responded. Member Fernandez advised that he would not appear at the meeting. Members Lewis and Smalldon did not advise of their attendance.
However, the meeting was canceled because all cases were brought into compliance.

October:
Six of seven members responded. Chair Bandur had previously advised that he would not attend, and Member Smalldon advised that she would not attend. Member Shultz advised she would attend but did not show up, and Member Bikram did not advise of his attendance but did appear at the meeting.
All rulings kept the recommended fine amounts.

November:
Four of seven members responded. Member Bikram advised that he would not attend. Vice Chair Lewis, Member Whittle, and Member Smalldon had to be contacted. Lewis advised he would not attend, Whittle advised he would attend, and Smalldon did not respond until after the deadline.

The board reduced the recommended fine from $100.00 to $50.00 for Cases 2025-0336 (490 Noelwood Ct) and 2025-02368 (13 Magnolia St).

December:
Six of seven members responded, with Members Smalldon and Fernandez advising they would not attend.
Member Whittle did not respond, but did appear at the meeting.
All rulings kept the recommended fine amounts.

2026

January:
Four of seven members responded, with Vice Chair Lewis and Member Bikram advising they would not attend. Members Smalldon and Whittle did not respond, and Member Shultz advised that she would not attend after the meeting was canceled.
The meeting was canceled due to a lack of quorum.

February:
Six of seven members responded, with Members Fernandez and Whittle advising they would not attend. Member Smalldon did not respond, and Member Bikram advised that he would attend but did not. The meeting was cancelled due to a lack of quorum.

March:
Four of 7 members attended; Members Smalldon and Whittle did not respond, and Member Bikram advised he would not attend.

The board ruled to lower 25-03901 (1507 Tangerwood Ct) from $150.00 to $100.00 and continue 25-03919 (513 E Lakeshore Dr) to the May hearing and 25-04149 (296 E Genva St) to the April Hearing.

VLO/vlo

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 Statues. 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~~ code~~s~~ ~~and~~or ordinance~~s~~ 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.

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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.

~~**§ 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~~

~~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 employees, 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, ~~T~~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~~s~~ as ~~he~~ deem~~ed~~s appropriate to enable the Special Magistrate to ~~the~~ efficiently conduct ~~of the Special Magistrate's~~ business. No Board member~~s~~ 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 violation~~s~~ 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 Statues. 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 ~~n~~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

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 § 7-9C 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 aAdopts rules for the conducting of its hearings, provided that they are not inconsistent with the provisions of this cChapter or Cch. 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 ~~T~~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.

§ 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.

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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.

~~I.~~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 ~~C~~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.

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

~~K~~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;

(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.

(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.

(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.

§ 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, ~~F~~final administrative orders of the ~~Board or~~ 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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City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference:

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.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

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

The public purpose of this ordinance is to promote and protect the public health, safety, morals, and welfare of the residents of the City of Ocoee by improving the efficiency and effectiveness of the City's code enforcement process. By ensuring timely adjudication of violations and consistent enforcement of property maintenance standards, the ordinance helps prevent prolonged nuisance conditions, supports neighborhood stability, protects property values, and maintains the overall cleanliness and safety of the community

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

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

N/A

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

N/A

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

N/A

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

N/A

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

The proposed ordinance eliminates the City of Ocoee Code Enforcement Board and transfers all of its duties and authority to a Special Magistrate. The change was initiated following the City Commission's unanimous vote on February 3, 2026, to reconsider the existing structure after repeated difficulties in achieving a quorum for Code Enforcement Board meetings. These quorum issues have resulted in delays in adjudicating residential code enforcement cases, prolonging non-compliance and negatively affecting neighborhood appearance and property values. The ordinance addresses these operational challenges by establishing a more efficient adjudication process through the appointment of a Special Magistrate.

West Orange Times c/o Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

CITY OF OCOEE
NOTICE OF PUBLIC HEARING

A **Public Hearing** before the **Ocoee City Commission** will be held **Tuesday, April 7, 2026, at 6:15 p.m.** or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following:

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.

All interested parties are invited to attend and be heard with respect to the above. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such hearing, they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at 407-905-3105 at least two days prior to the date of hearing.

March 26, 2026 26-01023W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 25

Contact Name: Berenice Belizaire
Contact Number: Ext. 1070

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of 1248 Verde Pines Court - Thomas Property Variance Request; Project No. VR-26-05. (Planner I Belizaire)

Background Summary: The subject property is located at 1248 Verde Pines Court, within Commission District 4, and is assigned the parcel ID 04-22-28-0160-00-490. The property is zoned Planned Unit Development-Low Density (PUD-LD) and is within the Arden Park PUD. Per Section 5-6 B. of Article V of the Land Development Code (LDC), accessory uses and structures within residential districts shall not be located in the front or side yards but may be located in the rear yard. Furthermore, per Section 5-13 A. of Article V, accessory residential uses include the following:

- Antenna structures for television and radio reception are placed on residential structures (height shall not exceed ten (10) percent of the allowable height).
- Children's playhouses, not to exceed one hundred (100) square feet of gross floor area, and juvenile play equipment.
- Tennis, basketball, or volleyball courts and other similar private recreation facilities.
- Private garages and carports.
- Gazebos and similar structures.
- Private swimming pools and spas.
- Doghouses, pens, and similar structures for keeping household pets.
- Home occupations, subject to the limitations in Article II of this Code.
- Boat docks and docked or moored boats.
- A stable with a capacity for not more than two (2) horses or mules in permitted agricultural and residential districts.
- Accessory apartments, including guest cottages and garage apartments with living units having less than six hundred (600) square feet of floor area for non-commercial occupancy only.

The applicant is requesting a variance to Section 5-6 B. of Article V to allow the location of an accessory use and structure within the side yard of the residential property for the purpose of constructing a 30-foot by 60-foot pickleball/basketball court.

Per Section 4-9A of Article IV, approval of a variance requires that the applicant demonstrate compliance with four (4) criteria, as follows:

1. That special conditions and circumstances exist which are peculiar to the land, structures, or required subdivision improvements involved and which are not applicable to other lands, structures, or required subdivision improvements;

2. That a literal interpretation of the provisions of these regulations would deprive the applicant of rights commonly enjoyed by other properties with similar conditions;
3. That the special conditions and circumstances do not result from the actions of the applicant;
4. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by these regulations to other lands, structures, or required subdivision improvements under similar conditions, no pre-existing conditions of neighboring lands which are contrary to these regulations shall be considered grounds for the issuance of a variance.

Applicant Response:
The prior permit application was rejected per Section 5-6 B. of the LDC. There is no available space behind the home for the court, hence the side yard location is required.

Staff Analysis: Staff finds that, based on the applicant's request, there is insufficient demonstration of compliance with the four (4) evaluation criteria. Below is the Staff's summarized analysis:

Criteria 1: Special Circumstances and Conditions: There are no special conditions or circumstances that exist that are peculiar to the land. Within the Arden Park South subdivision and other residential communities within the City, there are lots that are pie-shaped, with the front property line being narrower than the rear property line. This pie shape creates larger side and rear yards compared to a conventionally rectangular property. Despite the larger side yards, the residential property is subject to the same regulation of accessory uses and structures in the side yards.

Criteria 2: Literal Interpretation of Code: The literal interpretation of the provisions of these regulations would not deprive the property owner of rights commonly enjoyed by other properties with similar conditions. The undeveloped portions of the rear yard provide a large buildable area to construct an accessory structure or use. Staff finds that prohibiting the location of the accessory use and structure within the side yard would not place an undue burden or hardship on the lot, as there are remaining areas in the rear yard to construct a reasonably sized pickleball/basketball court and be in compliance with Section 5-6 B. of Article V.

Criteria 3: Actions of the Applicant: The circumstances of this variance are not the result of the actions of the applicant, as the pickleball/basketball court and adjoining retaining wall do not currently exist, and a residential building permit for the improvements was submitted prior to their construction.
During staff review, the permit was denied for several reasons, including that the proposed pickleball/basketball court is located within the north side yard. Staff recommended that the applicant revise the plans to relocate the pickleball/basketball court in the rear yard. Despite there being available space in the rear yard, the applicant is still requesting that the court be allowed in the side yard.

Criteria 4: Conference of Special Privilege: Granting the requested variance would confer a special privilege to the applicants that is otherwise denied by these regulations to other properties under similar conditions, as other residential properties are also prohibited from locating an accessory use or structure within the side yard of the residential property.

Staff does not support the requested variance, as there is insufficient code-based justification.

Issue:
Should the Honorable Mayor and City Commission approve the requested variance to Section 5-6 B. of Article V of the Land Development Code to allow for the location of an accessory use and structure within the side yard of the residential property located at 1248 Verde Pine Court for the purpose of constructing a pickleball/basketball court?

Recommendations:
Planning & Zoning Commission (PZC) Recommendation:

The Planning and Zoning Commission (PZC) considered this item at its March 10, 2026, hearing. The PZC discussed potential screening of the proposed pickleball/basketball court, existing recreational facilities within Arden Park South, and drainage concerns with the change in elevation of the site. Staff clarified that, regardless of whether there is screening, accessory structures are not permitted in the side yards. Additionally, Staff confirmed that there are existing recreational facilities within the community. Staff further clarified that the variance request does not address any concerns pertaining to grade change and drainage of the site, as the request is only concerned with the location of the structure, and the drainage and elevations will be reviewed during permitting by the development engineer.

Following the discussion and based on the variance request not demonstrating compliance with the approval criteria in Section 4-9A of Article IV of the Land Development Code, the PZC voted unanimously (4-0) to recommend denial of the requested variance to Section 5-6B of Article V to not allow the location of an accessory use and structure within the side yard of the residential property located at 1248 Verde Pine Court for the purpose of constructing a pickleball/basketball court.

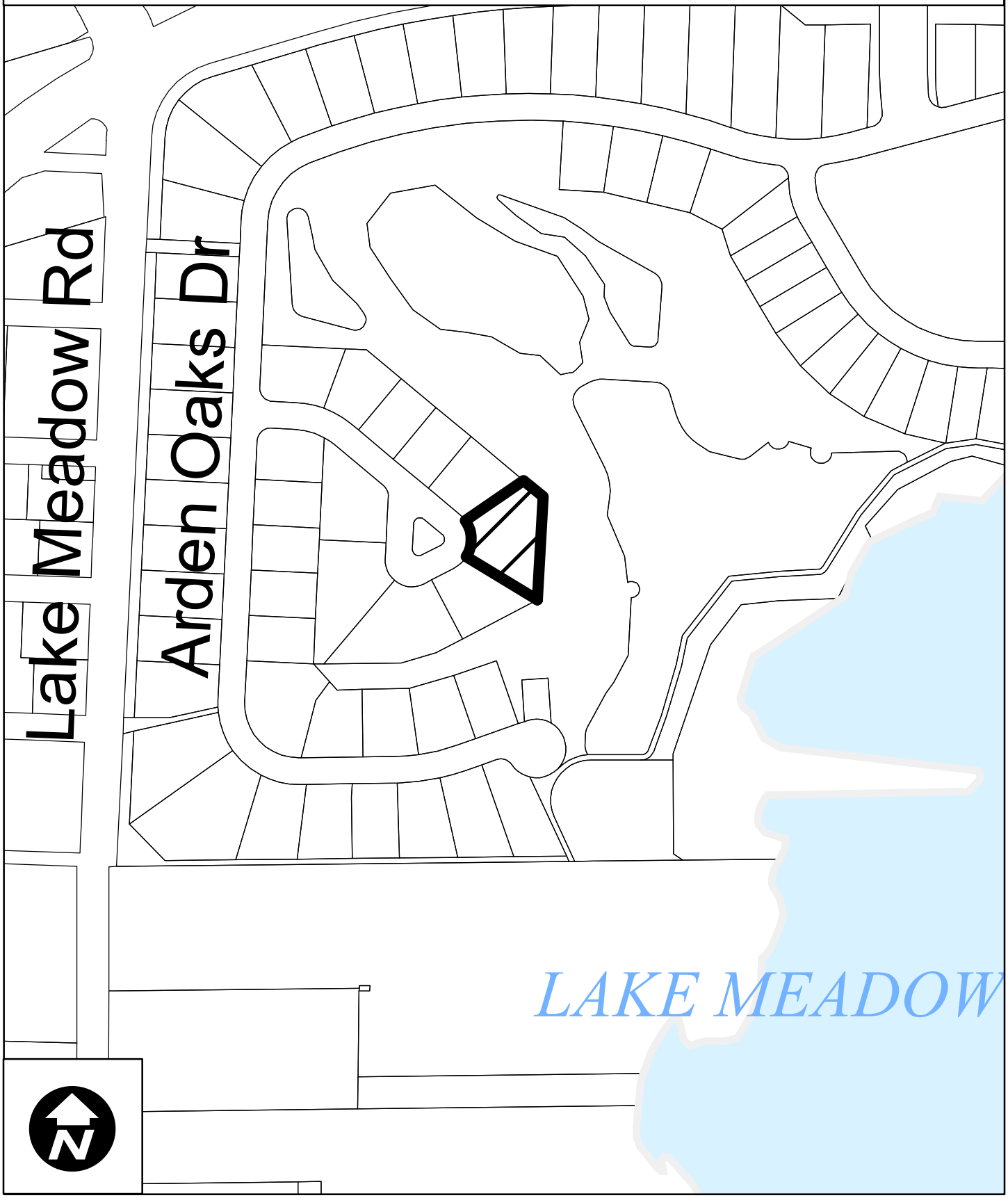
Staff Recommendation:
Staff recommends that the Honorable Mayor and City Commission make a recommendation of denial of the requested variance to Section 5-6 B. of Article V of the Land Development Code and not allow for the location of an accessory use and structure within the side yard of the residential property located at 1248 Verde Pine Court for the purpose of constructing a pickleball/basketball court.

Attachments:
1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Proposed Survey
6. Survey with Yards
7. WOT Advertisement

Financial Impacts:
N/A

Type of Item: Public Hearing

1248 Verde Pines Court
Location Map



1248 Verde Pines Court
2025 Aerial Photography

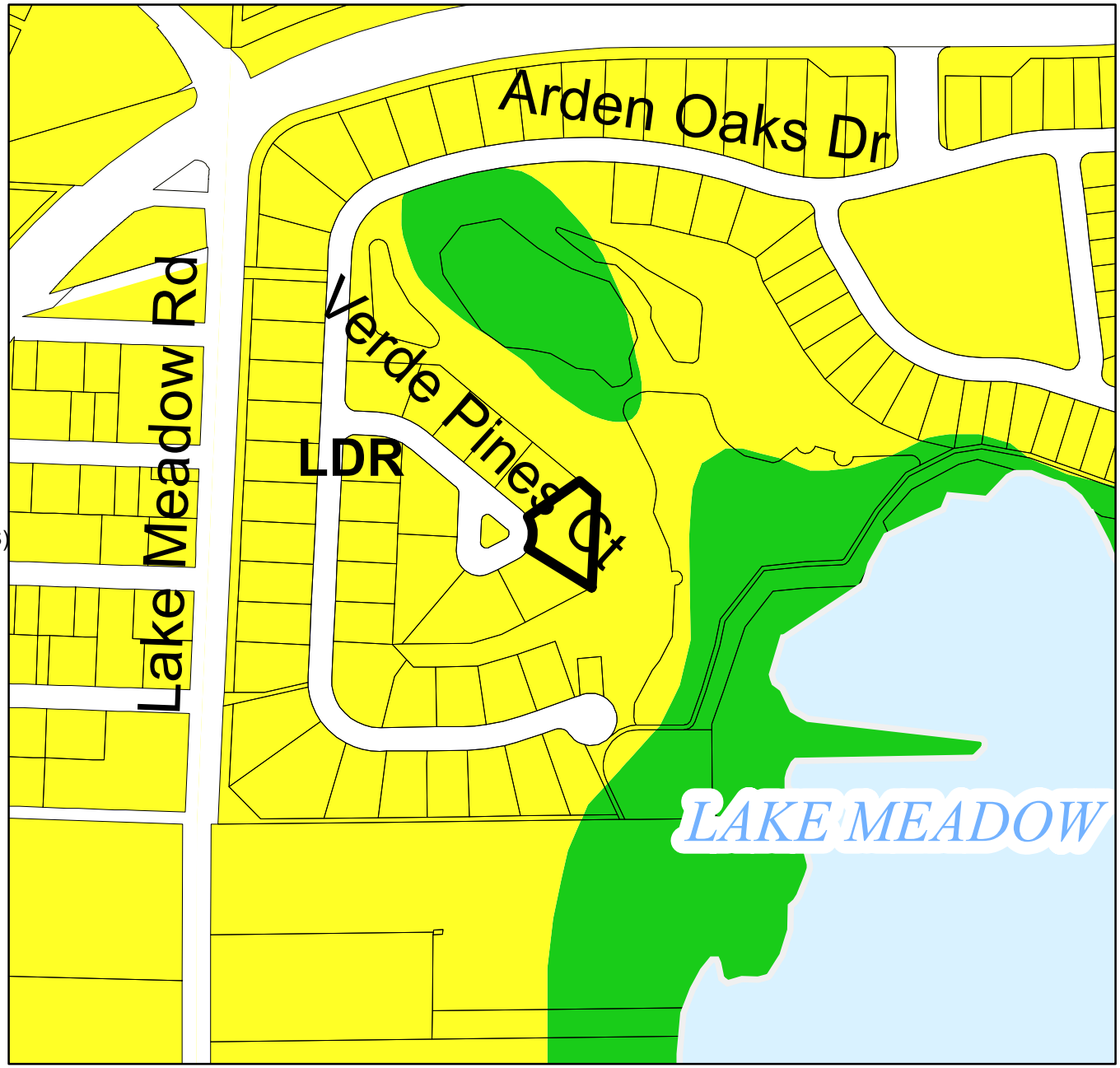


1248 Verde Pines Court
Surrounding Future Land Use Map

Development Services
Department

0 80 160 320
Feet

Created: January 2026



Subject Property

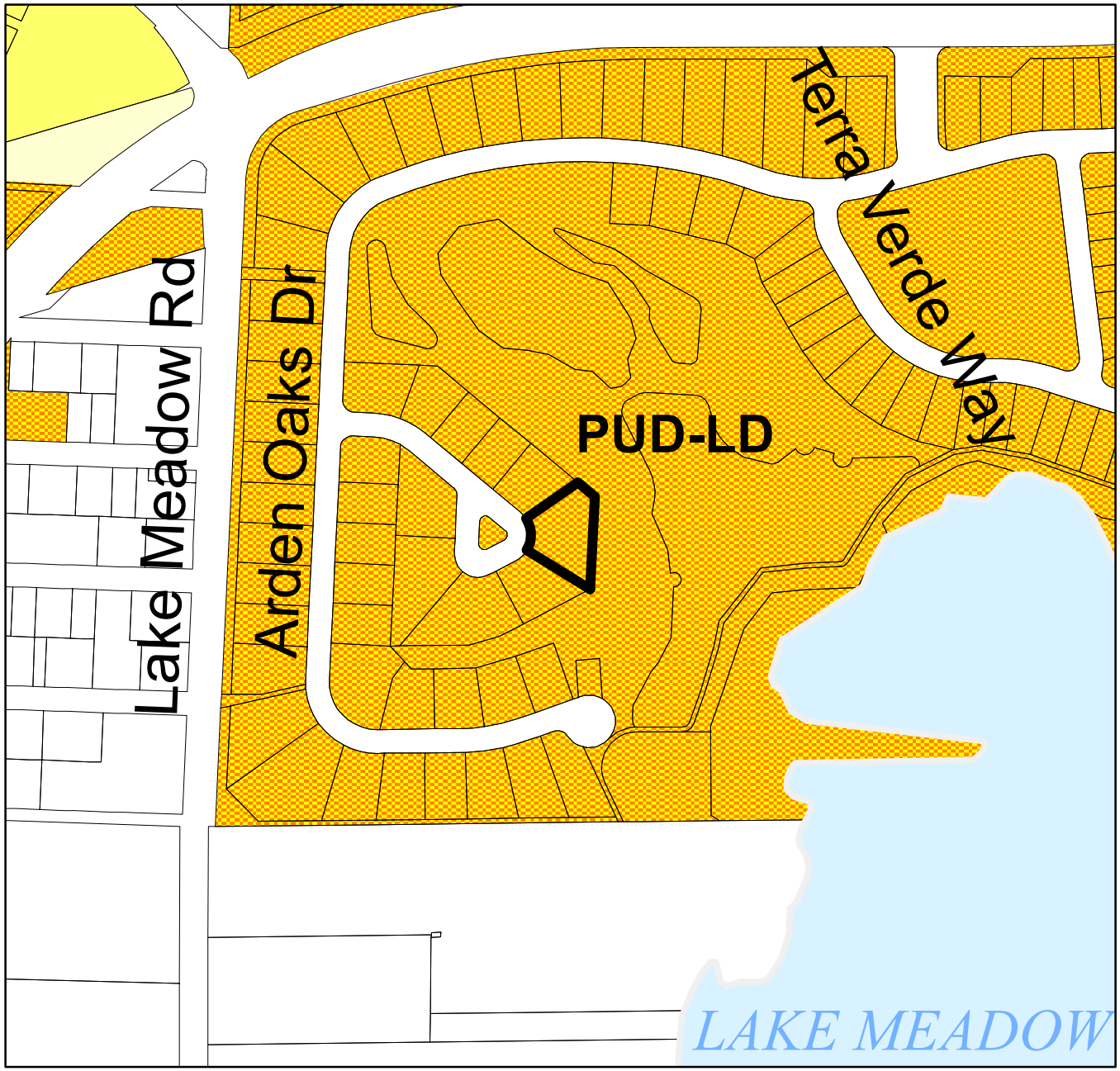
Future Land Use Classification:
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Professional Offices and Services (PS)
- Commercial (COMM)
- Light Industrial (LI)
- Heavy Industrial (HI)
- Conservation/Floodplains (CONS)
- Recreation and Open Space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

1248 Verde Pines Court
Surrounding Zoning Map

Development Services
Department

0 80 160 320
Feet

Created: January 2026

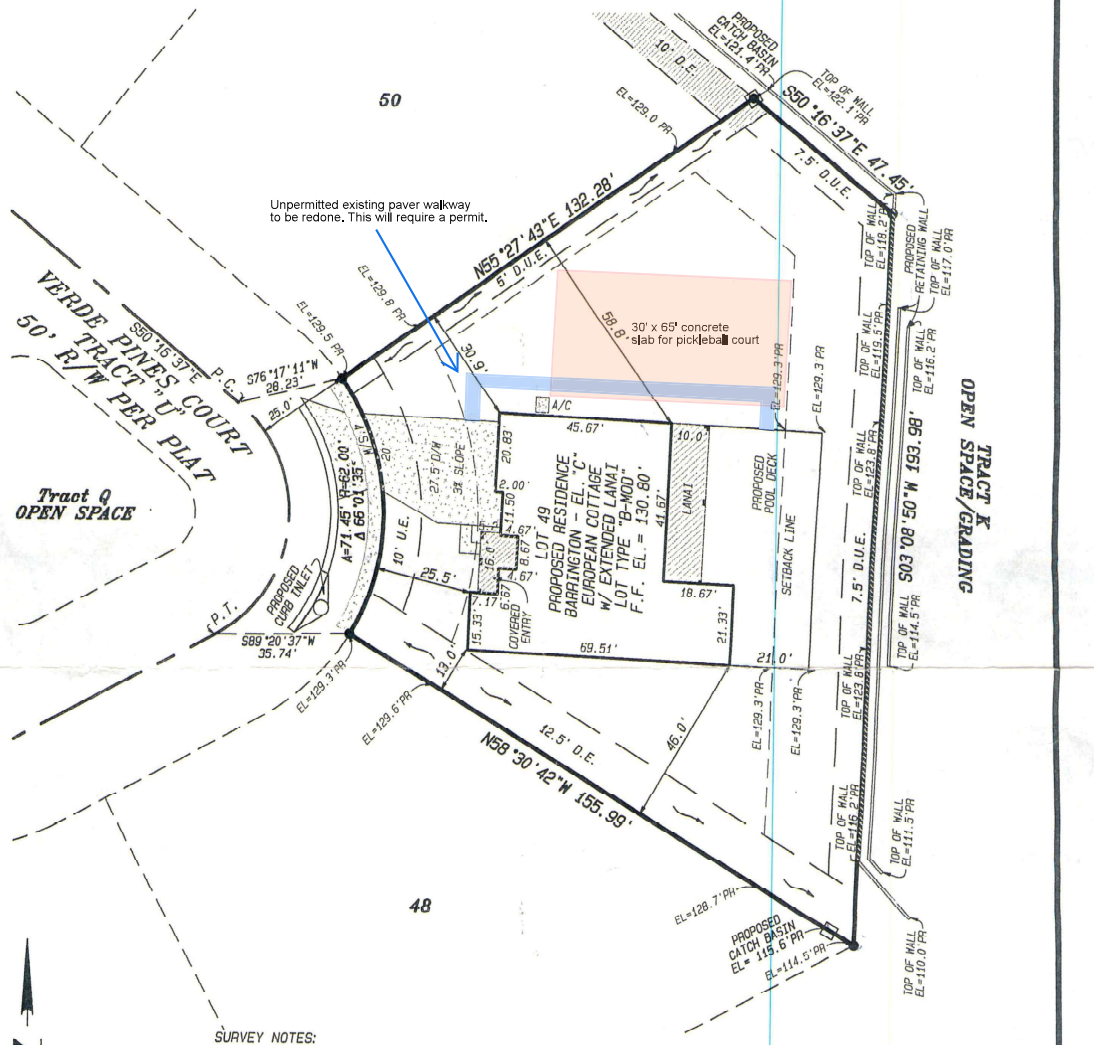


Subject Property

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

SKETCH OF DESCRIPTION
"NOT A FIELD SURVEY"

LOT 49, ARDEN PARK SOUTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 79, PAGES 41-48 OF THE PUBLIC RECORDS OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA.



SCALE 1" = 40'

POOL DECK NOT INCLUDED IN AREA CALCS.

LOT AREA	20,830 SQ.FT.
LIVING/GARAGE	3,260 SQ.FT.
OUTSIDE CONC.	1,377 SQ.FT.
SOD AREA	16,193 SQ.FT.
R/W CONC.	467 SQ.FT.
R/W SOD	307 SQ.FT.
STRUCTURAL COVERAGE	18%
TOTAL IMPERVIOUS	22%

SURVEY NOTES:

- SETBACK REQUIREMENTS PER THE CITY OF OCOEE ARE AS FOLLOWS:
  FRONT= (75'+ WIDE LOTS)= 25'
  (55' WIDE LOTS)= 20'
  SIDES = 7.5'
  REAR = 25'
  CORNER = 20'
- ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929
- BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT. THE EAST LOT LINE OF LOT 48, BEARING BEING S58°30'42"E.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS-OF-WAY, OR ADJOINERS OF RECORD.
- UNDERGROUND UTILITIES, FOUNDATIONS, OR OTHER STRUCTURES WERE NOT LOCATED BY THIS SURVEY.
- BEARINGS AND DISTANCES SHOWN HEREON ARE PLAT AND FIELD MEASURED, UNLESS NOTED OTHERWISE.

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NO.12095C 0210 F, EFFECTIVE, SEPT 25, 2009, THE PROPERTY DESCRIBED HEREON APPEARS TO LIE IN ZONE "X"- (UNSHADED).

THIS IS NOT A SURVEY! THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION OR LAYOUT OF ADDITIONAL STRUCTURES. PLAT MEASUREMENTS MAY DIFFER FROM ACTUAL FIELD MEASUREMENTS.

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION SHOWN HEREON IS IN ACCORDANCE WITH THE TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

ROBERT D. JOHNSTON, LS NO. 5031
DONALD G. MILLER, LS NO. 6674

FLORIDA REGISTERED LAND SURVEYOR AND MAPPER. NOT VALID WITHOUT THE SIGNATURE & THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

A - ARC LENGTH	EL. - ELEVATION	LB - LICENSED BUSINESS	PK - PK NAIL	S.I.R.C. - SET 5/8" IRON ROD AND CAP (LB#6605)			
A/C - AIR CONDITIONING	ESMT - EASEMENT	L.E. - LANDSCAPE EASEMENT	PR - PROPOSED	U.E. - UTILITY EASEMENT			
CONC - CONCRETE	F.C.M. - FOUND CONCRETE MONUMENT	LS - LICENSED SURVEYOR	P.R.C. - POINT OF REVERSE CURVE	PROPOSED DRAINAGE FLOW			
COR - CORNER	FF - FINISH FLOOR	N.R. - NON-RADIAL	P.R.M. - PERMANENT REFERENCE MONUMENT	Δ - DELTA/CENTRAL ANGLE			
C/L - CENTERLINE	F.I.R. - FOUND 5/8" IRON ROD	N.T.S. - NOT TO SCALE	P.T. - POINT OF TANGENT	(C) - CALCULATED MEASURMENT			
C.M. - CONCRETE MONUMENT	F.I.R.C. - FOUND 5/8" IRON ROD & CAP	P.C. - POINT OF CURVATURE	R - RADIUS	(D) - DEED OR DISCRIPTION			
D.E. - DRAINAGE EASEMENT	FNC - FENCE	P.C.C. - POINT OF COMPOUND CURVE	R.P. - RADIUS POINT	(M) - FIELD MEASURED			
D.U.E.- DRAINAGE & UTILITY EASEMENT	FND - FOUND	P.C.P. - PERMANENT CONTROL POINT	R/W - RIGHT OF WAY	(P) - PLAT			
D/W - DRIVEWAY	FND NCD - FOUND NAIL & DISC	P.I. - POINT OF INTERSECTION	S/W - SIDEWALK				

FILE NAME: I:\PLAT SUBDIVISION\Arden Park South\LOT 49.pro

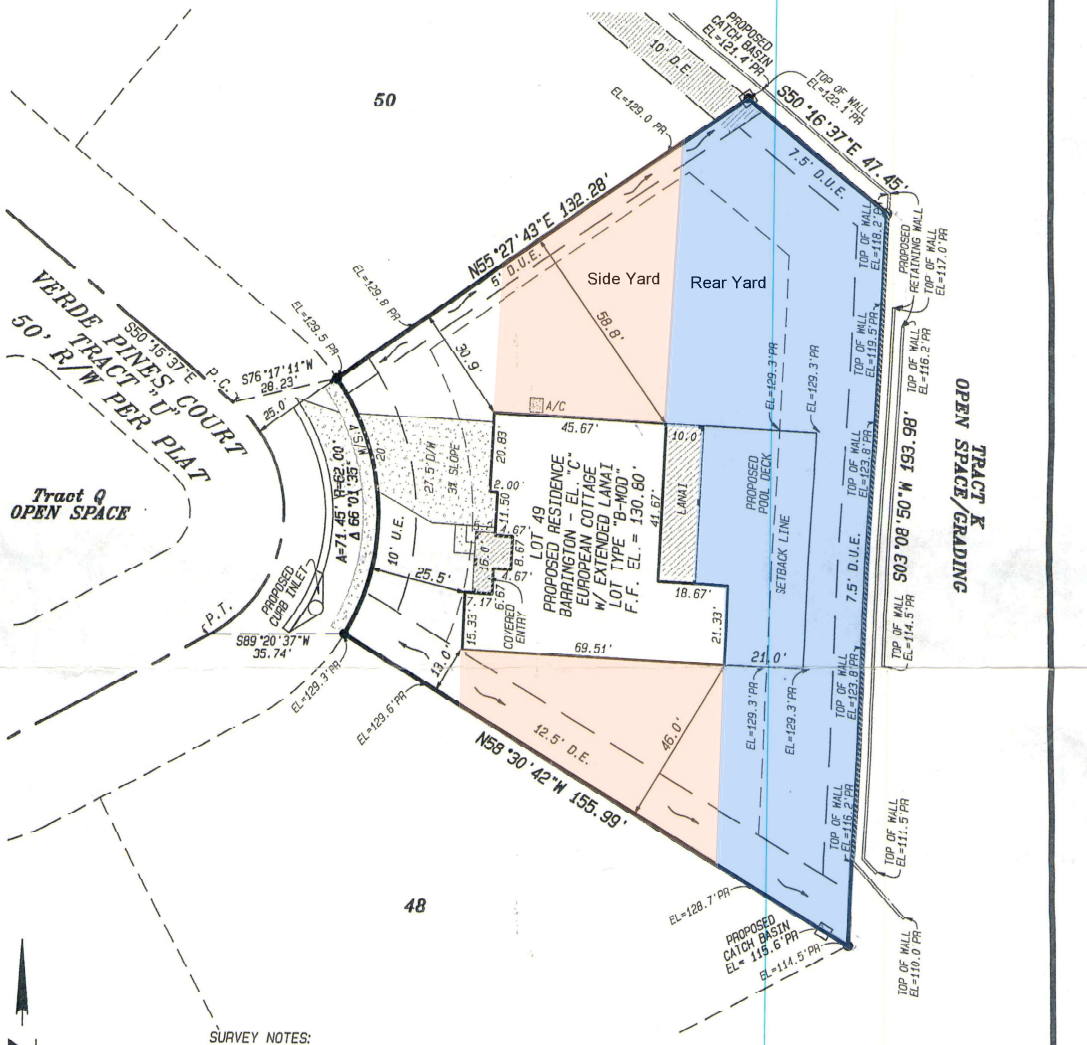
DATE OF FIELD SURVEY
PLOT PLAN 01/12/15 03/04/15

FRANKLIN, HART & REID
CIVIL ENGINEERS - LAND SURVEYORS
1368 EAST VINE STREET, KISSIMMEE, FL 34744
PHONE 846-1216 FAX 846-0037
CERTIFICATE NO. LB 6605

PROJECT INFORMATION
JOB NO. 149656
DRAWN BY: RC
REVIEWED BY: DGM

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ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NO. 12095C 0210 F, EFFECTIVE, SEPT 25, 2009, THE PROPERTY DESCRIBED HEREON APPEARS TO LIE IN ZONE "X"- (UNSHADED).

THIS IS NOT A SURVEY! THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION OR LAYOUT OF ADDITIONAL STRUCTURES. PLAT MEASUREMENTS MAY DIFFER FROM ACTUAL FIELD MEASUREMENTS.

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION SHOWN HEREON IS IN ACCORDANCE WITH THE TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

ROBERT D. JOHNSTON, LS NO. 5031
DONALD G. MILLER, LS NO. 6674

FLORIDA REGISTERED LAND SURVEYOR AND MAPPER. NOT VALID WITHOUT THE SIGNATURE & THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

A - ARC LENGTH	EL. - ELEVATION	LB - LICENSED BUSINESS	PK - PK NAIL	S.I.R.C. - SET 5/8" IRON ROD AND CAP (LB#6605)			
A/C - AIR CONDITIONING	ESMT - EASEMENT	L.E. - LANDSCAPE EASEMENT	PR - PROPOSED	U.E. - UTILITY EASEMENT			
CONC - CONCRETE	F.C.M. - FOUND CONCRETE MONUMENT	LS - LICENSED SURVEYOR	P.R.C. - POINT OF REVERSE CURVE	P.R.M. - PERMANENT REFERENCE MONUMENT			
COR - CORNER	FF - FINISH FLOOR	N.R. - NON-RADIAL	P.R.M. - PERMANENT REFERENCE MONUMENT	- PROPOSED DRAINAGE FLOW			
C/L - CENTERLINE	F.I.R. - FOUND 5/8" IRON ROD	N.T.S. - NOT TO SCALE	P.T. - POINT OF TANGENT	Δ - DELTA/CENTRAL ANGLE			
C.M. - CONCRETE MONUMENT	F.I.R.C. - FOUND 5/8" IRON ROD & CAP	P.C. - POINT OF CURVATURE	R - RADIUS	(C) - CALCULATED MEASURMENT			
D.E. - DRAINAGE EASEMENT	FNC - FENCE	P.C.C. - POINT OF COMPOUND CURVE	R.P. - RADIUS POINT	(D) - DEED OR DISCRIPTION			
D.U.E. - DRAINAGE & UTILITY EASEMENT	FND - FOUND	P.C.P. - PERMANENT CONTROL POINT	R/W - RIGHT OF WAY	(M) - FIELD MEASURED			
D/W - DRIVEWAY	FND NCD - FOUND NAIL & DISC	P.I. - POINT OF INTERSECTION	S/W - SIDEWALK	(P) - PLAT			

FILE NAME: I:\PLAT SUBDIVISION\Arden Park South\LOT 49.prp

DATE OF FIELD SURVEY
PLOT PLAN 01/12/15 03/04/15

FRANKLIN, HART & REID
CIVIL ENGINEERS - LAND SURVEYORS
1368 EAST VINE STREET, KISSIMMEE, FL 34744
PHONE 846-1216 FAX 846-0037
CERTIFICATE NO. LB 6605

PROJECT INFORMATION
JOB NO. 149656
DRAWN BY: RC
REVIEWED BY: DGM

West Orange Times c/o Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
1248 VERDE PINES COURT – THOMAS PROPERTY
VARIANCE REQUEST
CASE NUMBER: VR-26-05

NOTICE IS HEREBY GIVEN, that the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** on **TUESDAY, APRIL 7, 2026, at 6:15 P.M.** or as soon thereafter as possible, at the Ocoee City Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, in order to consider the petition of James Thomas for a variance according to the provisions of Article IV, Subsection 4-9 of the City of Ocoee Land Development Code (LDC). The property is located at 1248 Verde Pines Court and is assigned the parcel ID #04-22-28-0160-00-490.

Action Requested: The applicant is requesting a variance to Article V, Subsection 5-6B of the Land Development Code to allow the location of an accessory use and structure within the side yard of the residential property for the purpose of constructing a pickleball/basketball court.

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

March 26, 2026 26-01020W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

From: Rumer, Michael
To: Parks, Victoria
Subject: FW: Continuance Request for Holiday Inn Express West Road
Date: Friday, April 3, 2026 9:50:20 AM

Michael Rumer
Assistant City Manager
City of Ocoee
1 N Bluford Ave, Ocoee, FL 34761
407-905-3100 | mrumer@ocoee.org

From: Russell Maynard <rmaynard@floridaeng.com>
Sent: Friday, April 3, 2026 9:47 AM
To: Rumer, Michael <MRumer@ocoee.org>
Cc: McFarlane, Brett <BMcFarlane@ocoee.org>; Amit Patel <amit@dhruvdevelopment.com>
Subject: Continuance Request for Holiday Inn Express West Road

Mr. Rumor,

As you will recall, the first time this was brought to the attention of the Board, we were asking for a a extended stay hotel, which brought community push-back and a denial, During the discussions of the meeting, it appeared that the Extended Stay was the reason for the push-back, so we came back with a standard Holiday Inn Express.

Evidently, due to the push back from the residents, regarding the Hotel use it was not the extended stay part that the was the problem, but a hotel in general. Given this new push-back by the community, and the limited time to prepare for the Commission Meeting. We respectfully request a continuance for next Tuesday's Commission meeting in order to have a Community Meeting.

I will contact you, in once we are prepared for the Community Meeting so the City can Schedule same.

Please let me know if this email is acceptable for this request, or if you need a letter.

Thank you for your help in this matter.

Best regards,

Russell C. Maynard, **Principal (Authorized Agent)**
Central Florida Engineering Consultants, LLC

PO BOX 520021
Longwood, Florida 32752-0021
407-599-7010 x202
rmaynard@floridaeng.com



The contents of this email, including all related responses, files and attachments transmitted with it (collectively referred to as “this Email”), are intended solely for the use of the individual/entity to whom/which they are addressed, and may contain confidential and/or legally privileged information. This Email may not be disclosed or forwarded to anyone else without authorization from the originator of this Email. If you have received this Email in error, please notify the sender immediately and delete all copies from your system. The recipient should check this Email and any attachments for the presence of any viruses. Central Florida Engineering Consultants, LLC accepts no liability for any damage caused by any virus/error transmitted by this Email.

West Orange Times c/o Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

CITY OF OCOEE
NOTICE OF PUBLIC HEARING TO CONSIDER AN APPLICATION FOR A SPECIAL EXCEPTION FOR HOLIDAY INN EXPRESS – WEST ROAD REAL ESTATE LLC
CASE NUMBER: 12-25-SE-034

NOTICE IS HEREBY GIVEN, pursuant to Article IV, Section 4-8 of the City of Ocoee Land Development Code, that on **TUESDAY, APRIL 7, 2026, at 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, to consider an application for a Special Exception for Holiday Inn Express – West Road Real Estate LLC to be located at parcel ID # 06-22-28-0000-00-008. The subject property contains approximately 3.71 acres and is generally located south of West Road and approximately 750 feet east of the Ocoee Apopka Road and West Road intersection. Pursuant to Table 4-8A(3) of Article IV of the Ocoee Land Development Code, a Special Exception approval is required for the use of property zoned C-2 (Community Commercial District) for a hotel or motel use. The applicant is requesting a Special Exception approval for the use of C-2 property for a 4-story, 124-room hotel.

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

March 26, 2026 26-01021W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 27

Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of Resolution for the Abandonment and Vacation of a Portion of the Right of Way (ROW) for North Clarke Road; Project No. VAC-25-039. (Concurrency & Commitment Coordinator McFarlane)

Background Summary:

The portion of right of way (ROW) is part of N. Clarke Road and is located in Commission District 4. The portion of ROW runs in a North-South direction along the west side of N. Clarke Road between parcel ID 33-21-28-5556-13-000 and parcel ID 33-21-28-5556-00-006. The request is to vacate and abandon approximately 2,852 square feet of public ROW.

In 2016, construction on the McCormick Reserve subdivision began. Tract M of the subdivision is directly west of N. Clarke Road and contains the subdivision's perimeter wall. When the subdivision wall was constructed, it was incorrectly built upon land that was dedicated to the City of Ocoee for the extension of N. Clarke Road. The original developer requested the abandonment and vacation of this ROW within the McCormick Reserve subdivision to ensure the subdivision's wall remains out of the public ROW.

With the proposed vacation, the city would retain a minimum of 60 feet in right-of-way width for the current section and if a widening is done in the future, there is enough city-owned land adjacent to it on the east side to accommodate a four-lane road.

No objections were received from all applicable utility companies. The Orange County Property Appraiser's Office reviewed the area to be vacated along with the legal description and has no objections. The City of Ocoee's Utility Department approved the ROW vacate, conditional on the City receiving a utility easement for the portion of the ROW that will be vacated to maintain nearby utilities. Utility easement language has been incorporated into the ROW vacate resolution.

Issue:

Should the Honorable Mayor and City Commission approve a resolution abandoning and vacating a portion of the public right of way of North Clarke Road?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve a resolution abandoning and vacating a portion of the public right of way of North Clarke Road.

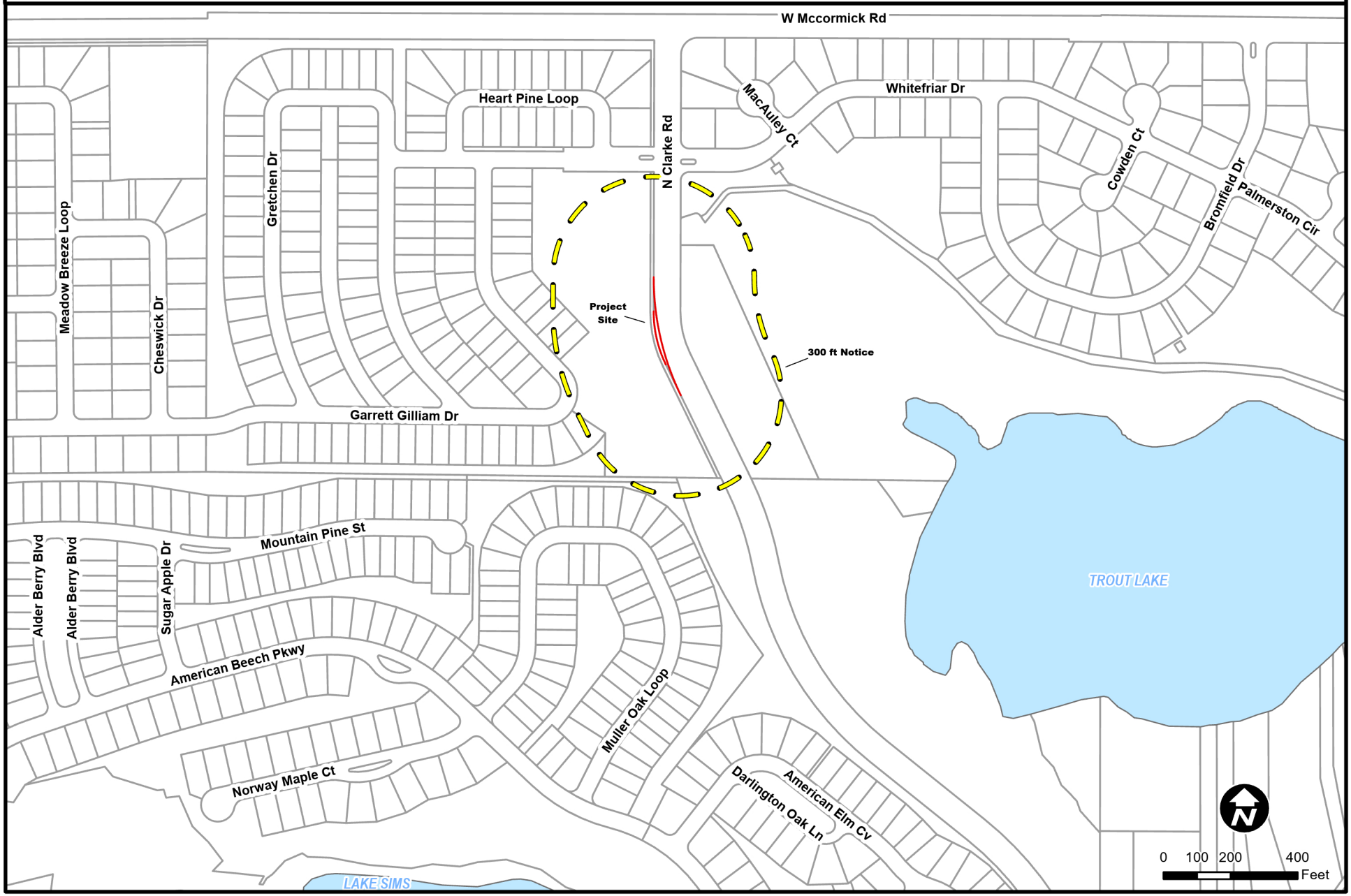
Attachments:

1. Location Map
2. Aerial Map
3. Response Letters
4. Resolution
5. WOT Advertisement

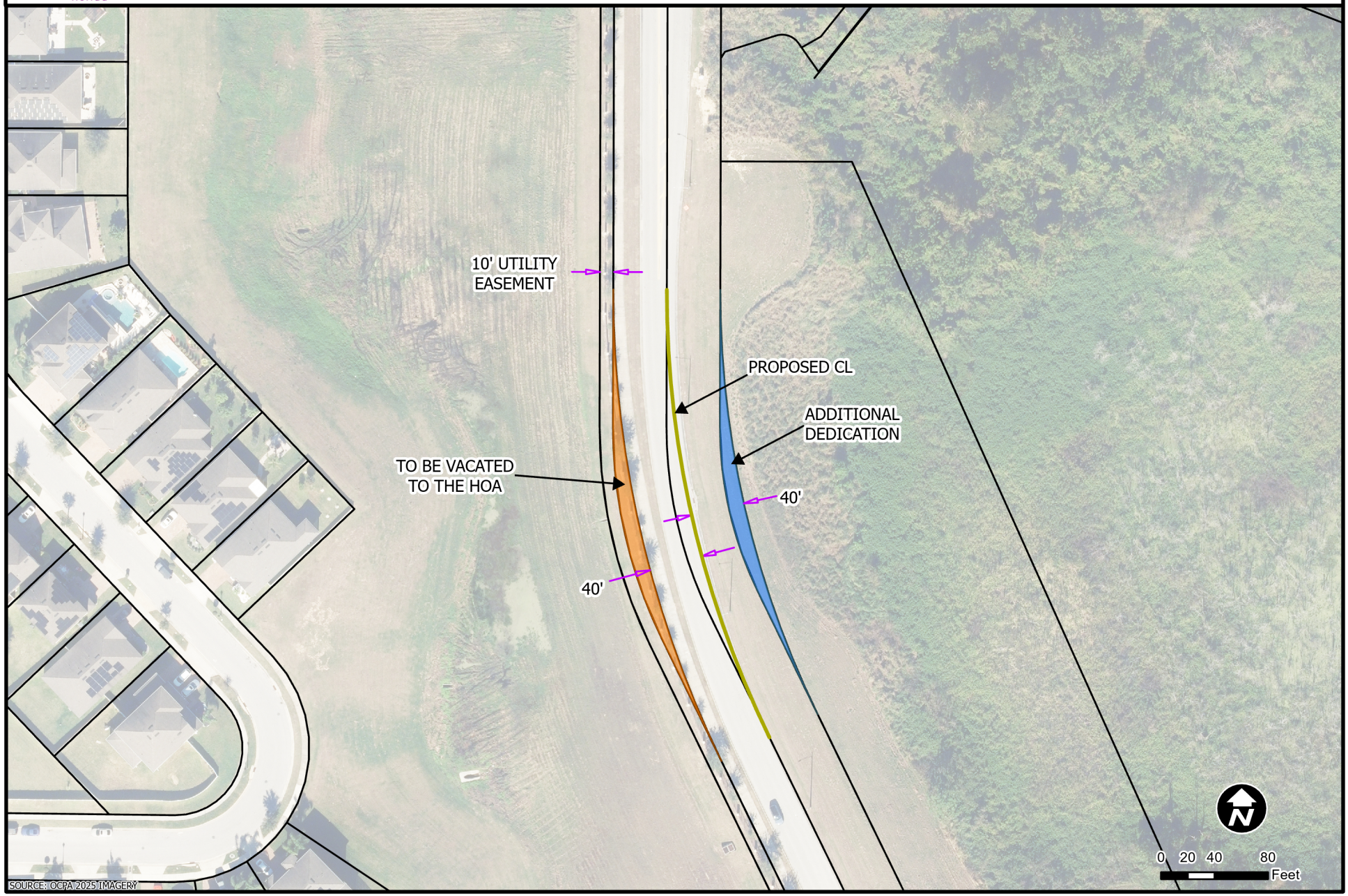
Financial Impacts:
N/A

Type of Item: Public Hearing

CLARKE RD ROW VACATE LOCATION MAP



CLARKE ROAD ROW VACATE AERIAL MAP



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

To:		**Thai Braschi & Ronnie Lalchan, AT&T**
		Lacey Beier & Richard Stewarts, Centurylink
		Helen Hernandez, Spectrum
		Domingo Colon, Lake Apopka Natural Gas
		Irma Cuadra, Duke Energy – Distribution & Todd Boyer - Transmission
		George Shupp, Orange County Public Works
		Jen Bolling, City of Ocoee
Date:	**December 18, 2025**	
Subject:	**Vacation & Abandonment of Right-of-Way or Easement** **Sketch and Legal Attached**	
Project Name:	**McCormick Reserve Vacate**	

To Whom It May Concern:

The City of Ocoee received an application for vacation/abandonment for the above referenced property and requests your input during the application process. Your company or local government may be involved or concerned with vacation/abandonment. Before the City proceeds with this application, we would appreciate your review and comments.

Please answer the following questions, and provide any additional necessary comments.

☒ This vacation request (~~DOES~~ / DOES NOT) fall under this agency's jurisdiction.

☒ Our utility or government (~~OBJECTS~~ / DOES NOT OBJECT) to this vacation/abandonment.

Comments (if any):	

Signature:	George Shupp
Print Name:	George Shupp
Utility or Gov't. Name:	Orange County Public Works
Date:	12/19/25

Please return this form via E-Mail to:

Cecilia Seaver, Development Review Coordinator
Department-Planning Division

(407) 554-7115
E-Mail: cseaver@ocoee.org

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

To:		**Thai Braschi & Ronnie Lalchan, AT&T**
		Lacey Beier & Richard Stewarts, Centurylink
		Helen Hernandez, Spectrum
		Domingo Colon, Lake Apopka Natural Gas
		Irma Cuadra, Duke Energy – Distribution & Todd Boyer - Transmission
		George Shupp, Orange County Public Works
		Jen Bolling, City of Ocoee
Date:	**December 18, 2025**	
Subject:	**Vacation & Abandonment of Right-of-Way or Easement Sketch and Legal Attached**	
Project Name:	**McCormick Reserve Vacate**	

To Whom It May Concern:

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Please answer the following questions, and provide any additional necessary comments.

	This vacation request (DOES / DOES NOT) fall under this agency's jurisdiction.
X	Our utility or government (**DOES NOT OBJECT**) to this vacation/abandonment.

Comments (if any):	

Signature:	*Irma Cuadra*
Print Name:	Irma Cuadra
Utility or Gov't. Name:	Duke Energy
Date:	December 19, 2025

Please return this form via E-Mail to:

Cecilia Seaver, Development Review Coordinator
Department-Planning Division
(407) 554-7115
E-Mail: cseaver@ocoee.org

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

To:		**Thai Braschi & Ronnie Lalchan, AT&T**
		Lacey Beier & Richard Stewarts, Centurylink
		Helen Hernandez, Spectrum
		Domingo Colon, Lake Apopka Natural Gas
		Irma Cuadra, Duke Energy – Distribution & Todd Boyer - Transmission
		George Shupp, Orange County Public Works
		Jen Bolling, City of Ocoee
Date:	**December 18, 2025**	
Subject:	**Vacation & Abandonment of Right-of-Way or Easement** **Sketch and Legal Attached**	
Project Name:	**McCormick Reserve Vacate**	

To Whom It May Concern:

The City of Ocoee received an application for vacation/abandonment for the above referenced property and requests your input during the application process. Your company or local government may be involved or concerned with vacation/abandonment. Before the City proceeds with this application, we would appreciate your review and comments.

Please answer the following questions, and provide any additional necessary comments.

X This vacation request (DOES / DOES NOT) fall under this agency's jurisdiction.

X Our utility or government (OBJECTS / DOES NOT OBJECT) to this vacation/abandonment.

Comments (if any):	No facilities located within the Right-of-Way

Signature:	Domingo Colon
Print Name:	Domingo Colon
Utility or Gov't. Name:	Lake Apopka Natural Gas District
Date:	12/19/2025

Please return this form via E-Mail to:

Cecilia Seaver, Development Review Coordinator
Department-Planning Division
(407) 554-7115
E-Mail: cseaver@ocoee.org

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

To:		**Thai Braschi & Ronnie Lalchan, AT&T**
		Lacey Beier & Richard Stewarts, Centurylink
		Helen Hernandez, Spectrum
		Domingo Colon, Lake Apopka Natural Gas
		Irma Cuadra, Duke Energy – Distribution & Todd Boyer - Transmission
		George Shupp, Orange County Public Works
		Jen Bolling, City of Ocoee
Date:	**December 18, 2025**	
Subject:	**Vacation & Abandonment of Right-of-Way or Easement** **Sketch and Legal Attached**	
Project Name:	**McCormick Reserve Vacate**	

To Whom It May Concern:

The City of Ocoee received an application for vacation/abandonment for the above referenced property and requests your input during the application process. Your company or local government may be involved or concerned with vacation/abandonment. Before the City proceeds with this application, we would appreciate your review and comments.

Please answer the following questions, and provide any additional necessary comments.

X This vacation request (DOES / DOES NOT) fall under this agency's jurisdiction.

X Our utility or government (OBJECTS / DOES NOT OBJECT) to this vacation/abandonment.

Comments (if any):	AT&T HAS FACILITES ON THE THE EAST SIDE OF CLARK RD

Signature:	Ronnie Lalchan
Print Name:	RONNIE LALCHAN FOR AT&T
Utility or Gov't. Name:	AT&T
Date:	2/9/26

Please return this form via E-Mail to:

Cecilia Seaver, Development Review Coordinator
Department-Planning Division
(407) 554-7115
E-Mail: cseaver@ocoee.org

Mayor
Rusty Johnson

City Manager
Craig Shadrix

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

To:		**Thai Braschi & Ronnie Lalchan, AT&T**
		Lacey Beier & Richard Stewarts, Centurylink
		Helen Hernandez, Spectrum
		Domingo Colon, Lake Apopka Natural Gas
		Irma Cuadra, Duke Energy – Distribution & Todd Boyer - Transmission
		George Shupp, Orange County Public Works
		Jen Bolling, City of Ocoee
Date:	**December 18, 2025**	
Subject:	**Vacation & Abandonment of Right-of-Way or Easement** **Sketch and Legal Attached**	
Project Name:	**McCormick Reserve Vacate**	

To Whom It May Concern:

The City of Ocoee received an application for vacation/abandonment for the above referenced property and requests your input during the application process. Your company or local government may be involved or concerned with vacation/abandonment. Before the City proceeds with this application, we would appreciate your review and comments.

Please answer the following questions, and provide any additional necessary comments.

	This vacation request (DOES / DOES NOT) fall under this agency's jurisdiction.
	Our utility or government (OBJECTS / DOES NOT OBJECT) to this vacation/abandonment.

Comments (if any):	

Signature:	Lacey Beier
Print Name:	Lacey Beier
Utility or Gov't. Name:	Lumen Technologies (formly known as Centurylink)
Date:	02/13/2026

Please return this form via E-Mail to:

Cecilia Seaver, Development Review Coordinator
Department-Planning Division

(407) 554-7115
E-Mail: cseaver@ocoee.org

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
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To:		**Thai Braschi & Ronnie Lalchan, AT&T**
		Lacey Beier & Richard Stewarts, Centurylink
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Date:	**December 18, 2025**	
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To Whom It May Concern:

The City of Ocoee received an application for vacation/abandonment for the above referenced property and requests your input during the application process. Your company or local government may be involved or concerned with vacation/abandonment. Before the City proceeds with this application, we would appreciate your review and comments.

Please answer the following questions, and provide any additional necessary comments.

X	This vacation request (DOES / DOES NOT) fall under this agency's jurisdiction.
X	Our utility or government (OBJECTS / DOES NOT OBJECT) to this vacation/abandonment.

Comments (if any):

Signature:	[signature]
Print Name:	Ronald B. Tynes Jr
Utility or Gov't. Name:	Spectrum/Charter Construction Supervisor
Date:	01-16-2026

Please return this form via E-Mail to:

Cecilia Seaver, Development Review Coordinator
Department-Planning Division

(407) 554-7115
E-Mail: cseaver@ocoee.org

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, ABANDONING AND VACATING A PORTION OF NORTH CLARKE ROAD (80 FOOT RIGHT OF WAY) AS SHOWN ON THE PLAT OF MCCORMICK RESERVE – PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 87, PAGES 111 THROUGH 115, INCLUSIVE, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 28 EAST, CITY OF OCOEE, ORANGE COUNTY, FLORIDA; PROVIDING FOR RESERVATION OF A PUBLIC UTILITY EASEMENT; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee desires to abandon and vacate a portion of North Clarke Road Right of Way running in an North-South direction as depicted on the on the Plat of McCormick Reserve – Phase One, according to the plat thereof as recorded in Plat Book 87, Pages 111 through 115, inclusive, of the public records of Orange County, Florida, lying in the Northwest 1/4 of Section 33, Township 21 South, Range 28 East, City of Ocoee, Orange County, Florida; and a legal description of such to be abandoned and vacated is attached hereto as **Exhibit "A"** and by this reference made a part hereof (the "Right of Way"); and

WHEREAS, the City Commission of the City of Ocoee desires to reserve a public utility easement over, under, and/or upon the Right of Way in connection with existing or future utility facilities as well as the right of ingress and egress in, over, under, and/or upon the Right of Way for the purpose of maintaining said utilities and any other utilities which may now or hereafter be located in, over, under, and or/or upon the Right of Way; and

WHEREAS, the applicant has complied with the provisions of Section 153-10 of the Code of Ordinances of the City of Ocoee regarding the provision of certain information in connection with the application; and

WHEREAS, pursuant to Section 153-13(D)(1) of the Code of Ordinances of the City of Ocoee, a Notice of Public Hearing before the City Commission was provided by regular mail to owners of real property abutting the Right of Way and all owners of the property within three hundred (300) feet in all directions of the Right of Way; and

WHEREAS, pursuant to Section 153-13(D)(2) of the Code of Ordinances of the City of Ocoee, a Notice of Public Hearing was published one (1) time in a newspaper of general circulation in the City of Ocoee; and

WHEREAS, pursuant to Section 153-(D)(3) of the Code of the City of Ocoee, a sign setting forth notice of the public hearing before the City Commission was posted upon the Right of Way; and

WHEREAS, the City Commission of the City of Ocoee finds that said application and supporting documents are in accordance with the requirements of Article II of Chapter 153 of the Code of Ordinances of the City of Ocoee and that the requested action is consistent with the City of Ocoee Comprehensive Plan.

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

SECTION 1. **Authority**. The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes, and Article II of Chapter 153 of the Code of Ordinances of the City of Ocoee.

SECTION 2. **Abandonment and Vacation of the Right of Way.** The City Commission of the City of Ocoee, Florida, hereby abandons, vacates and renounces any rights in

and to the portion of Right of Way.

SECTION 3. **Reservation of Public Utility Easement.** The City of Ocoee hereby reserves a public utility easement over, under and/or upon the Right of Way in connection with any existing or future utility extensions that may be located in the Right of Way and any other utilities which may now or hereafter be located in. over under and/or upon the Right of Way; provided, further, that the reserved utility easement shall also reserve unto the City and public utility companies, including their successors and assigns, the right of ingress and egress to and from the Right of Way for the purpose of maintaining said utilities and any other utilities which may now or hereafter be located in, over, under and/or upon the Right of Way.

SECTION 4. **Severability**. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 5. **Effective Date**. This Resolution shall become effective upon passage and adoption.

PASSED AND ADOPTED this _____day of _____, 2026.

SIGNATURE PAGE TO FOLLOW

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

Rusty Johnson, Mayor

ADVERTISED _____,2026.
READ FIRST 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.

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

BUSINESS NO. 32108

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES

WOHLFARTH CONSULTING GROUP LLC
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

EXHIBIT "A"
(the Right of Way)

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

(RIGHT-OF-WAY TO BE VACATED)

DESCRIPTION:

A portion of North Clarke Road (80 foot Right-of-Way) as shown on the plat of McCORMICK RESERVE - PHASE ONE, according to the Plat thereof as recorded in Plat Book 87, Pages 111 through 115, inclusive, of the Public Records of Orange County, Florida, lying in the Northwest 1/4 of Section 33, Township 21 South, Range 28 East, City of Ocoee, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of Tract F of said McCORMICK RESERVE - PHASE ONE; thence North 89°51'12" West along a Northerly boundary of said McCORMICK RESERVE - PHASE ONE, a distance of 80.00 feet to a point on the Westerly Right-of-Way line of said North Clarke Road; thence South 00°08'48" West along said Westerly Right-of-Way line, a distance of 69.35 feet to a point of curvature of a curve concave to the East, said point also being the POINT OF BEGINNING; thence departing from said Westerly Right-of-Way line, run Southerly along said curve having a radius of 915.00 feet, a central angle of 26°07'04", for an arc length of 417.09 feet to a point of cusp, the following three (3) courses being along the Easterly boundary of Tract M of said McCORMICK RESERVE - PHASE ONE, and the Westerly Right-of-Way line of said North Clarke Road; thence North 25°58'16" West, a distance of 128.73 feet to a point of curvature of a curve concave to the East; thence Northerly along said curve having a radius of 360.00 feet, a central angle of 26°07'04" for an arc length of 164.10 feet to a point of tangency; thence North 00°08'48" East, a distance of 128.73 feet to the POINT OF BEGINNING.

Said lands containing 0.065 acres (2,852 square feet), more or less.

D:\McCormick\N-CLARKE-ROAD.dwg

NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

4. BEARINGS ARE BASED ON THE PLAT OF McCORMICK RESERVE - PHASE ONE, PLAT BOOK 87, PAGES 111-115, ORANGE COUNTY RECORDS, THE NORTH BOUNDARY OF TRACT F HAVING A BEARING OF SOUTH 89°51'12" EAST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

PROJECT NAME: McCORMICK RESERVE - PHASE ONE
LOCATION: City of Ocoee, Orange County, Florida

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM
WOHLFARTH CONSULTING GROUP LLC:

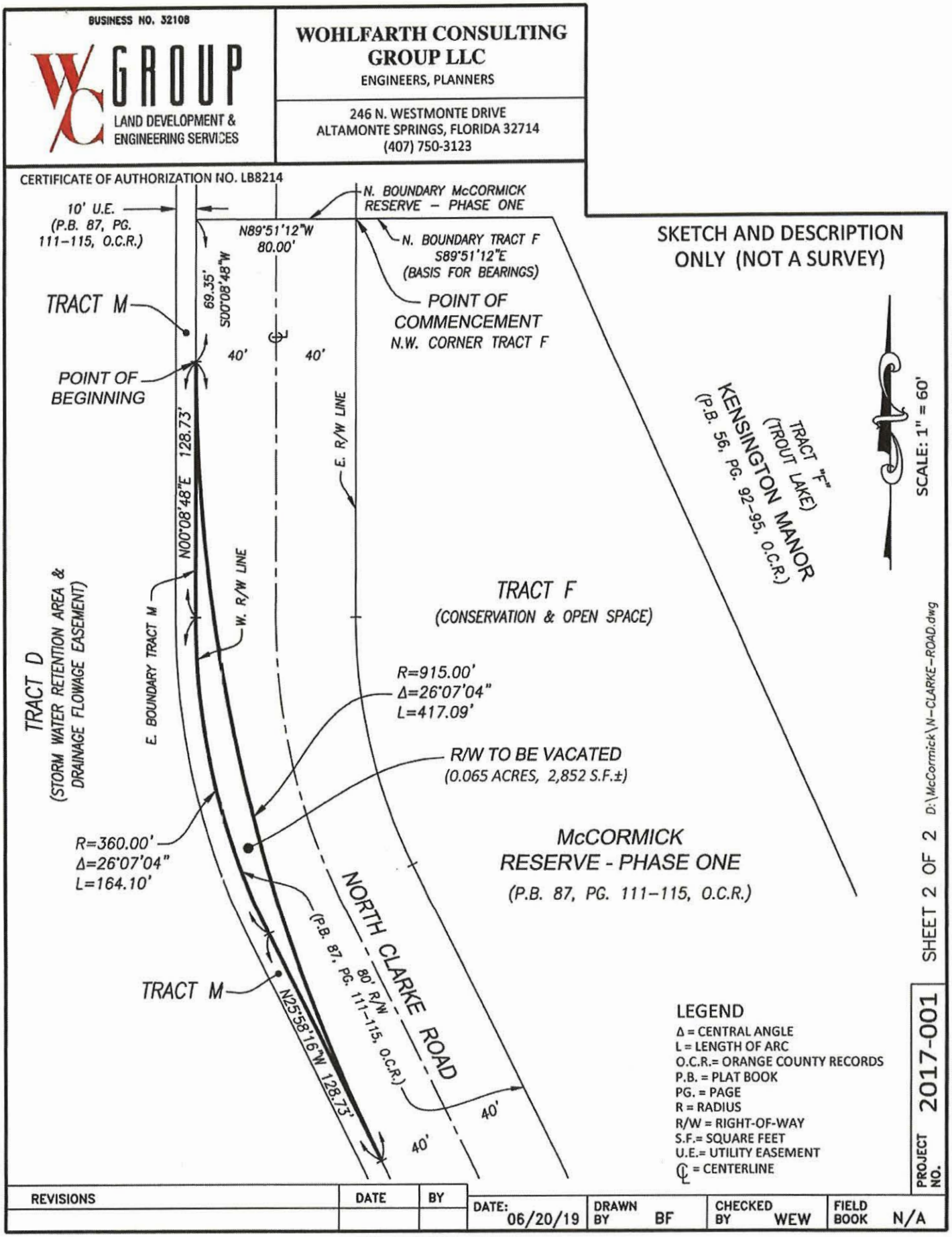
WILSON E. WAY, P.S.M.
PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA

REVISIONS	DATE	BY

DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
06/20/19	BF	WW	N/A

SHEET 1 OF 2

PROJECT NO. 2017-001


BUSINESS NO. 32108
WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
WOHLFARTH CONSULTING GROUP LLC
ENGINEERS, PLANNERS
246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123
CERTIFICATE OF AUTHORIZATION NO. LB8214
SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)
10' U.E. (P.B. 87, PG. 111–115, O.C.R.)
N89°51'12"W 80.00'
N. BOUNDARY McCORMICK RESERVE – PHASE ONE
N. BOUNDARY TRACT F S89°51'12"E (BASIS FOR BEARINGS)
POINT OF COMMENCEMENT N.W. CORNER TRACT F
TRACT M
69.35' S00°08'48"W
40'
40'
POINT OF BEGINNING
N00°08'48"E 128.73'
E. R/W LINE
W. R/W LINE
E. BOUNDARY TRACT M
TRACT D (STORM WATER RETENTION AREA & DRAINAGE FLOWAGE EASEMENT)
TRACT F (CONSERVATION & OPEN SPACE)
TRACT "F" (TROUT LAKE) KENSINGTON MANOR (P.B. 56, PG. 92–95, O.C.R.)
SCALE: 1" = 60'
R=915.00' Δ=26°07'04" L=417.09'
R/W TO BE VACATED (0.065 ACRES, 2,852 S.F.±)
R=360.00' Δ=26°07'04" L=164.10'
McCORMICK RESERVE - PHASE ONE (P.B. 87, PG. 111–115, O.C.R.)
NORTH CLARKE ROAD
(P.B. 87, PG. 111–115, O.C.R.) 80' R/W
TRACT M
N25°58'16"W 128.73'
40'
40'
LEGEND
Δ = CENTRAL ANGLE
L = LENGTH OF ARC
O.C.R.= ORANGE COUNTY RECORDS
P.B. = PLAT BOOK
PG. = PAGE
R = RADIUS
R/W = RIGHT-OF-WAY
S.F.= SQUARE FEET
U.E.= UTILITY EASEMENT
℄ = CENTERLINE
SHEET 2 OF 2
D:\McCormick\N-CLARKE-ROAD.dwg
PROJECT NO. 2017-001
REVISIONS
DATE
BY
DATE: 06/20/19
DRAWN BY BF
CHECKED BY WEW
FIELD BOOK N/A

West Orange Times c/o Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
TO CONSIDER THE ABANDONMENT
AND VACATION OF A PORTION OF THE RIGHT-OF-WAY
FOR NORTH CLARKE ROAD
PROJECT NO.: VAC-25-039

NOTICE IS HEREBY GIVEN, pursuant to Section 153, Article II of the Code of Ordinances of the City of Ocoee, that on **TUESDAY, APRIL 7, 2026, at 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, to consider the abandonment and vacation of a portion of the right-of-way for North Clarke Road and to consider the adoption of the following resolution:

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, ABANDONING AND VACATING A PORTION OF THE RIGHT-OF-WAY OF NORTH CLARKE ROAD LOCATED IN THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 28 EAST, CITY OF OCOEE, ORANGE COUNTY, FLORIDA. PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

March 26, 2026 26-01022W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

STAFF REPORT

Meeting Date: April 7, 2026
Item #: 28

Contact Name: Steven Weber
Contact Number: Ext. 1520

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Utility Billing Policies and Procedures Assessment. (Finance Director Weber and Utilities Director Bolling)

Background Summary:

The City initiated a comprehensive review of its utility billing operations after identifying inconsistent application of billing processes, outdated municipal code language, and legacy procedures that no longer aligned with current operational needs. COVID-era practices that have remained in place further contribute to inefficiencies. To address these concerns, the City engaged GoldmanWolfe to conduct a utility billing assessment. This included review of City Codes, day-to-day utility billing processes and outstanding receivables to identify risks affecting billing collections. City practices were also compared against peer municipalities, including Winter Garden, Apopka, and Clermont.

The assessment highlights several opportunities to enhance internal controls, improve reporting accuracy, and promote fair and consistent billing practices.

Operational changes to improve the billing process have already been implemented. Policy changes related to collections, leak adjustments, deposits and fees require City Commission approval. Utilities Director Bolling and Finance Director Weber will present a summary of the recommendations, highlight areas where corrective action has been taken, and present a timeline for items to be considered by the Commission.

Issue:

Should the Honorable Mayor and City Commission authorize staff to move forward with preparing utility billing policy and ordinances updates?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission authorize staff to move forward with preparing utility billing policy and ordinance updates.

Attachments:

None

Financial Impacts:

No finacial impact.

Type of Item: Regular