OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

April 21, 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**

  Presentation of Audit Results for the Fiscal Year Ending September 30, 2025. (**Finance Director Weber)**

  Drop Savers 2026 Award Presentation. **(Utilities Director Bolling)**

- **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 April 7, 2026. **(City Clerk Sibbitt)**
  2. Approval of Recommendations to Award Ten (10) Neighborhood Associations an Ocoee Neighborhood Matching Grant, Totaling $18,546.28. **(Community Relations Manager Wright)**
  3. Approval to Submit Application for Orange County EMS Grant – Automated External Defibrillators (AEDs). **(Deputy Fire Chief Van Camp)**
  4. Approval to Award Invitation to Bid (ITB) #26-004 Lakewood Avenue North Gravity Sewer Project Phase 1 & 2. **(Procurement Manager Tolbert)**
  5. Approval of Replacement Vehicle Purchase Request. **(Public Works Director Krug)**

- **FIRST READING OF ORDINANCE**

  6. First Reading of an Ordinance Prohibiting Urination and Defecation in Public Places. **(Police Chief Ogburn)**

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

7. Second Reading of Ordinances for 1460 North 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)**
8. Second 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)**
9. Second Reading of Ordinance Amending the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund. **(Pension Board Attorney Herrera)**
10. Second Reading of Ordinance Amending the City of Ocoee General Retirement Trust Fund. **(Pension Board Attorney Herrera)**

- **PUBLIC HEARING**

11. Approval of Resolution for the Abandonment and Vacation of the Right of Way for North Cumberland Avenue Vacate; Project No. VAC-26-040. **(Concurrency & Commitment Coordinator McFarlane)**

- **REGULAR AGENDA**

- **MAYOR'S ANNOUNCEMENTS**

- **COMMENTS FROM COMMISSIONERS**
  (Limit to Five Minutes)

- **ADJOURNMENT**

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

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

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

April 7, 2026 **MINUTES** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER** 6:16 PM

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

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

Absent: Commissioner Oliver

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

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

Arbor Day Proclamation – proclaimed by **Mayor Johnson**.

Volunteer Month Proclamation – read by **Commissioner Wilsen** and proclaimed by **Mayor Johnson**. Proclamation accepted by the Volunteers of the City of Ocoee.

Water Conservation Proclamation – read and proclaimed by **Mayor Johnson**. Proclamation accepted by **Utilities Director Bolling** and **Water Conservation Coordinator Carlson.**

- **STAFF REPORTS AND AGENDA REVIEW** 6:39 PM **–** ***(City Manager's items were heard out of agenda order).***

City Manager Shadrix announced that they City has a contractor working on the reclaim storage tanks at the end of Nicole Boulevard. Due to temperature restrictions for the epoxy coating being applied, he requested the Commission's permission to extend the working hours from 9:00 PM to midnight on Wednesday and Thursday of this week. He further advised what measures the City and contractor would be taking to mitigate the noise level. **A consensus of the Commission was to extend the hours.**

- **PUBLIC COMMENTS** 6:25 PM

The following persons addressed the City Commission:

- **Dr. Jim Moyer**, *Ocoee Resident*, gave a presentation on the purpose of Soil and Water Conservation District.
- **Lindsay Agnew,** *Ocoee Resident,* expressed her passion for art and requested a partnership with the City to provide art classes to the citizens of Ocoee. **City Manager**

Shadrix responded to her comments.

- **Kelli Beck,** *HRDB Chair,* advised that at the Board's May meeting, its community speaker series will continue with a focus on creating supportive spaces and understanding different thinking styles at home and in the community. She announced the date and time.
- **Doug Gomber,** *Ocoee Resident,* requested an update on SB 180 and its effect on Envision 2045. He also commented on Consent Agenda item #3 and expressed his opposition to the City purchasing the property. **City Manager Shadrix** and **Mayor Johnson** addressed Mr. Gomber's comments concerning item #3 and **City Attorney Geller** addressed Mr. Gomber's request for an update on SB 180 with respect to Envision 2045.

- **CONSENT AGENDA** 6:41 PM

Consent Agenda Motion
Motion: Move to adopt Consent Agenda Items #1-19; Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 4-0 with Commissioner Oliver absent.

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** 6:42 PM

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)**

City Attorney Geller read the title of the ordinances, and it was announced this will be presented as a second reading and public hearing at the City Commission meeting scheduled for April 21, 2026, at 6:15 PM or soon thereafter.

Commissioner Kennedy stated that the staff report lists the parcel being located in District 1; however, after redistricting that parcel is now located in District 3 and asked for that to be corrected for the second reading.

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)**

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 21, 2026, at 6:15 PM or soon thereafter.

22. First Reading of Ordinance Amending the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund. **(Pension Board Attorney Herrera)**

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 21, 2026, at 6:15 PM or soon thereafter.

23. First Reading of Ordinance Amending the City of Ocoee General Retirement Trust Fund. **(Pension Board Attorney Herrera)**

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 21, 2026, at 6:15 PM or soon thereafter.

- **SECOND READING OF ORDINANCE – PUBLIC HEARING** 6:47 PM

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)**

Police Chief Ogburn gave a brief background of the timeline of amendment of the Code Enforcement Ordinance.

City Attorney Geller read the title of the ordinance.

The public hearing was opened.

The following persons addressed the City Commission:

- **Warren Lewis**, *Vice Chair of Code Enforcement Board*, expressed concerns regarding the shift of residential code enforcement cases from the Board to a Special Magistrate. He stated that he believes some information previously presented to the City Commission is inaccurate and requested that the record be corrected. Additionally, he asked the Commission to consider implementing a hybrid approach for handling residential cases.
- **Joe Bandur**, *Chair of Code Enforcement Board*, emphasized the importance of maintaining the volunteer, citizen-led Board rather than transitioning residential code enforcement cases to a Special Magistrate. He also presented a petition signed by approximately 100 city residents in support of retaining the Board for handling residential cases.

The public hearing was closed.

Commissioner Kennedy stated that he has had extensive correspondence with both Warren Lewis and Joe Bandur and acknowledged that while there are differing opinions, he did not find any misrepresentation of the record. He noted that some inaccuracies were unintentional and expressed confidence that the City Manager would correct them if given the opportunity. He also mentioned that the City Manager has already taken responsibility for, and corrected, the letter sent to Code Enforcement Board members. **Commissioner Kennedy** concluded that a hybrid model is worth considering, noting that a lack of feedback and coaching has been a key issue. He expressed his willingness to support extending the timeline to evaluate what a hybrid system could look like, with the goal of maintaining citizen involvement while addressing the Commission's observations and concerns with clear outcomes.

Commissioner Wilsen emphasized the City's appreciation for its volunteers and encouraged Code Enforcement Board members to engage directly with the Commission. She also

expressed a desire for additional information and indicated her willingness to allow more time for further consideration.

Commissioner Firstner commended the Code Enforcement Board for their work and expressed appreciation for their service to the City. He also indicated his support for exploring a hybrid system that combines the Board and a Special Magistrate.

Mayor Johnson explained his reasons for not attending certain meetings and expressed frustration with the shift in direction regarding the Code Enforcement Board.

Motion: Move to Suspend This Item for 90-Days to Evaluate a Hybrid System; Moved by Commissioner Kennedy, Motion died due to lack of a second.

Motion: Move to Re-evaluate the Code Enforcement Board in 90-Days; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy.

Mayor Johnson asked City Manager Shadrix to clarify why a Special Magistrate could not participate alongside the Code Enforcement Board in hearing and discussing cases. **City Manager Shadrix** referenced a proposal from Warren Lewis that would have the Special Magistrate serve as the adjudicator, with the Board providing oversight and checks and balances. **City Manager Shadrix** noted that the City already operates under a hybrid system, with the Special Magistrate handling commercial cases and the Board addressing residential cases. Based on the Commission's discussion, **City Manager Shadrix** recommended either maintaining the current Board structure in full or transitioning entirely to a Special Magistrate. He also emphasized the need for a more aggressive legal approach, consistent with the Commission's direction to strengthen enforcement efforts, including the potential foreclosure of non-homesteaded properties.

Commissioner Wilsen withdrew her motion.

Motion: Move to maintain the citizen-led Code Enforcement Board, direct staff to bring back an ordinance preserving the stricter fine structure without assigning a Special Magistrate, and require staff to provide ongoing updates to the Commission on enforcement effectiveness, with the option to revisit the matter at a future date; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 4-0 with Commissioner Oliver absent.

(The meeting recessed for a six-minute break at 7:34 PM and reconvened at 7:40 PM)

- **PUBLIC HEARING** 7:40 PM

25. Approval of 1248 Verde Pines Court - Thomas Property Variance Request; Project No. VR-26-05. **(Planner I Belizaire)**

Planner Belizaire presented a brief overview of the subject property and the requested variance, explaining that the applicants do not meet the four criteria required to approve a variance. She advised that Staff and the Planning & Zoning Commission recommend denial of the variance.

The public hearing was opened.

The following persons addressed the City Commission:

- **Landon Fleming**, *Contractor for Applicant*, explained the rationale for placing the pickleball court in the proposed location, referencing a neighboring property and a previously approved permit. **Planner Belizaire** provided additional details regarding the neighboring property.

Commissioner Kennedy asked if the neighboring property received an ARC approval and **Landon Fleming** confirmed yes.

- **James Thomas III**, *Applicant*, expressed his desire to construct the pickleball court, noting that the HOA has approved the request. He also presented photos of his property and the neighboring property for reference.

The public hearing was closed.

Motion: Move to deny the 1248 Verde Pines Court – Thomas Property Variance Request; Moved by Commissioner Kennedy, seconded by Commissioner Firstner; Motion carried 4-0 with Commissioner Oliver absent.

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)**

Mayor Johnson announced that, at the applicant's request, this item will be scheduled for a future City Commission meeting following a Community Meeting.

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)**

Concurrency & Commitment Coordinator McFarlane presented a brief overview of the resolution for the abandonment and vacation of a portion of the right of way (ROW) for North Clarke Road. He further explained that location of the abandonment and the request, which came from the original builder for the subdivision.

City Attorney Geller read the title of the resolution.

The public hearing was opened. As no one wished to speak, the public hearing was closed.

Motion: Move to approve Resolution 2026-01 allowing for the abandonment and vacation of a portion of the right of way (ROW) for North Clarke Road; Project No. VAC-25-039; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 4-0 with Commissioner Oliver absent.

- **REGULAR AGENDA** 7:59 PM

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

City Manager Shadrix introduced the item and provided a brief overview of the circumstances that brought it forward.

Utilities Director Bolling briefed the Commission on this Utility Billing Assessment which highlighted COVID-era protocols, outdated municipal code language, and inherited procedures. **Finance Director Weber** and **Utilities Director Bolling** also briefly discussed completed and in-progress items and projects within their respective departments.

Mayor Johnson inquired about the total collectable unpaid balances and **Utilities Director Bolling** gave an example of how balances on properties continue to add up, specifically for rental homes. **Finance Director Weber** provided a total outstanding balance, which was approximately $2M, and presented recommendations for collecting that balance and a new fee structure moving forward.

Motion: Move to approve write-off of outstanding customer account balances older than five years in accordance with FS 95.11, reinstate holding property owners responsible for unpaid tenant bills as allowed by current City Code, reinstate liens as allowed by City Code, authorize staff to move forward with developing ordinance and policy updates for Commission approval to address other collection issues; Moved by Commissioner Kennedy, seconded by Commissioner Firstner; Motion carried 4-0 with Commissioner Oliver absent.

- **MAYOR'S ANNOUNCEMENTS** 8:40 PM

Mayor Johnson announced the upcoming April and May events.

- **COMMENTS FROM COMMISSIONERS** 8:41 PM

Commissioner Firstner – No further comment.

Commissioner Wilsen – Commented on the following: 8:41 PM

1) Announced that the Egg Extravaganza was great event and gave kudos to the Parks and Leisure Services Department.

Commissioner Kennedy – No further comment.

Mayor Johnson – No further comment.

- **ADJOURNMENT** **8:41 PM**

APPROVED:

Attest:	**City of Ocoee**
_____	_____
Victoria Parks, Deputy City Clerk	Rusty Johnson, Mayor

STAFF REPORT

Meeting Date: April 21, 2026
Item #: 2

Contact Name: Joy Wright
Contact Number: Ext. 1530

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Approval of Recommendations to Award Ten (10) Neighborhood Associations an Ocoee Neighborhood Matching Grant, Totaling $18,546.28. (Community Relations Manager Wright)

Background Summary:

The Ocoee City Commission approved the implementation of the new Ocoee Neighborhood Matching Grant Program at their meeting on October 15, 2019. The grant program was formerly known as the Most Valuable Partnership Awards (MVP). Staff revamped the MVP to simplify and improve the application process and criteria.

The Neighborhood Matching Grant Program is held annually. This year's grant cycle opened on February 13, 2026. Applications were due on March 13, 2026. The neighborhood grant program is for homeowner associations (HOA) and neighborhoods that do not have a structured HOA. The goal of the grant program is to assist residents with making improvements to their neighborhoods. The maximum matching grant award is $2,000. Applicants pay for their improvement projects, and then get a portion back, up to a maximum of $2,000. Given the nature of the grant program, which is to improve city neighborhoods, the Development Services Department conducted the primary review of applications.

Ten homeowner associations submitted grant applications for this grant cycle. The total amount requested by the ten neighborhood associations is $18,546.28. There is $28,000 available for the grant program.

1. Amber Ridge
Repair retention pond to prevent further erosion and remulching and replacing shrubs.
Amount requested: $2,000 **Staff recommendation:** $2,000

2. Greens at Forest Lake
Entry and community flower bed beautification. Replace flowering shrubs killed by deep freeze.
Amount requested: $2,000 **Staff recommendation:** $2,000

3. Lake Olympia Club
Clean out pond, add plants along the sidewalk and lift station, add sod in bare spots, and trim low limbs.
Amount requested: $2,000 **Staff recommendation:** $2,000

4. Lake Olympia Park North Village
Convert existing HOA-owned beach-like area into a small picnic area and kayak launch, providing first direct access to the lake.

Amount requested: $2,000 **Staff recommendation:** $2,000

5. Ocoee Reserve
Repair irrigation, re-mulch the playground for safety, and enhanced appearance.
Amount requested: $2,000 **Staff recommendation:** $2,000

6. Richfield
Shrub replacement, new plants and ground cover.
Amount requested: $546.28 **Staff recommendation:** $546.28

7. Roberts Rise Subdivison
Clean front entrance walls, sidewalks along Silver Star Road in front of the subdivision and Roberts Rise Drive landscape easement. Replace monument lights (4) on both sides and refresh flower beds on both sides of the entrance.
Amount requested: $2,000 **Staff recommendation:** $2,000

8. Spring Lake Reserve
Remove dead and thinning plants along the exterior wall, install mulch in common areas and replace Jasmin at east entrance wall.
Amount requested: $2,000 **Staff recommendation:** $2,000

9. Wellington Place
Trim trees and shrubs around the common area retention pond.
A**mount requested:** $2,000 **Staff recommendation:** $2,000

10. Windsor Landing
Install expanded metal shrouds, key lock pads, mechanical coded locks, mechanical lever locks, replace/refurbish lever handles and repaint 4 pedestrian gates.
Amount requested: $2,000 **Staff recommendation:** $2,000

Issue:
Should the Honorable Mayor and City Commission approve the Neighborhood Matching Grant funding recommendations?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission approve the Neighborhood Matching Grant funding recommendations totaling $18,546.28, including the following conditional approvals:
Lake Olympia Club – Conditional approval based on meeting the following requirement:
The HOA must apply for a tree removal permit if any trees are removed.

Lake Olympia Park North Village – Conditional approval based on meeting the following requirement:
The HOA must provide approval documentation from St. Johns River Management District to clear the lakefront for kayak launches.

Attachments:
1. Lake Olympia Club
2. Greens at Forest Lake
3. Lake Olympia N Village
4. Amber Ridge
5. Richfield
6. Spring Lake Reserve
7. Windsor Landing
8. Ocoee Reserve

9. Roberts Rise Subdivision
10. Wellington Place

Financial Impacts:
The total grant funding requested by all applicants is $18,546.28. There is $28,000 available for the grant program in FY 2025/26 under GL 001-511-00-8206.

Type of Item: Consent

City of Ocoee
Neighborhood Matching Grants Program

PLEASE PRINT OR TYPE

Name of Neighborhood: Lake Olympia Club

Project Leader: Richard Vaughn

Address for Project Leader: 102 Olympus Drive

Project Leader (Cell) 321-356-1319 Project Leader (Home) Same

Email Address: HOARichard@Vaughnland.net

What is the name of your proposed project?

1) Entry Beautification and Identification

2) Open Space and Common Area Enhancements

3) Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

Common Area Landscaping Enhancement Project - Phase 2 Big Pond.

Grant application is for Project 2 - Big Pond (more description attached)

Does your neighborhood have an official Homeowners Association (legal entity)? Yes

If Yes: (If No, skip to next section.)

When was it formed? 1990 How many members are in the association? 72

Are the members all homeowners in the neighborhood? Yes

What is the official Homeowner Association's organizational structure? (President, V.P., Committees, etc.): Board Members: President, VP, Secretary

How does the association elect its leadership? When and how often are elections held?

Yearly election - Fall

If your neighborhood does NOT have an HOA:

Do you have an active neighborhood group? _____ When was it organized? _____

How many members are in the group? _____

How many homes are in your neighborhood? _____

Does your group have an organizational structure? (President, Vice-President, Committees, etc.)

What is the dollar amount being requested? **(dollar amounts must be matched by the neighborhood. The maximum grant award is $2,000.)** $2,000.

Briefly describe the proposed project: Rejuvenate common area. Replace old and dead plants. Clean retention ponds.

Add new plants to enhance the areas.

$11,162.50 Total Project 2 Cost

List the project goals:

(1) Improve the overall appearance and perception of the neighborhood

(2) Remove and replace deteriorated, previously stripped and overgrown plantings

(3) Enhance common areas

What is the location of the proposed project? (Attach 2-5 photos documenting existing conditions of the project site)

Lake Olympia Club - common area with large pond between Silver Star Road and Clarke on Olympus Drive.

For physical improvements (landscaping, entrance sign, gazebo, etc.), please define the exact site location(s). Use street names and measurements from the curb, including measurements from sidewalks, if applicable. Also provide measurements of the project (height, width, length) and **attach a drawing**.

For physical improvements, will it be located on:

Public Right-of-Way: NA

Private Property: NA

Common Area Owned by the Homeowners Association: Attached Shown

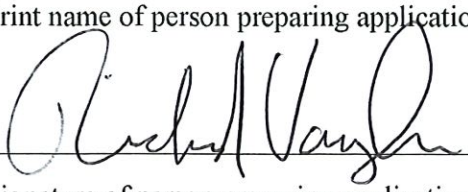
(Include written permission from the appropriate government agency if located in the right-of-way; or owner if located on private property.)

HOA's, please attach the meeting minutes reflecting the membership vote of approval for the proposed grant project. Non-HOA's, please attached a letter with signatures. See page 2.

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on March 11 (date), and attached are the minutes/letter reflecting this vote.

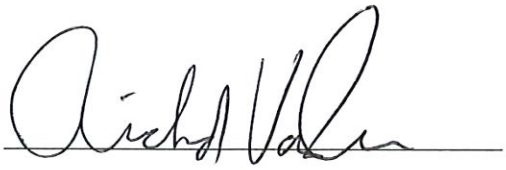
Richard Vaughn

Print name of person preparing application



Signature of person preparing application

Date: 3/11/26



Signature of Project Leader

Signature of Neighborhood President

Date: 3/11/26

Lake Olympia Club Homeowners Association

Overview – additional notes:

We have several projects to be done in phases this Spring. We are looking to enhance the overall appearance and perception of the neighborhood.

Homeowners approved the projects in July 2025. A Special Assessment is being collected from homeowners for funding.

The first project was recently completed – entrances on Silver Star and on Clarke Rd. (Due to the recent freeze, much of the Project 1 plantings may need to be replaced).

Applying for matching grant for Project 2. "The Big Pond"

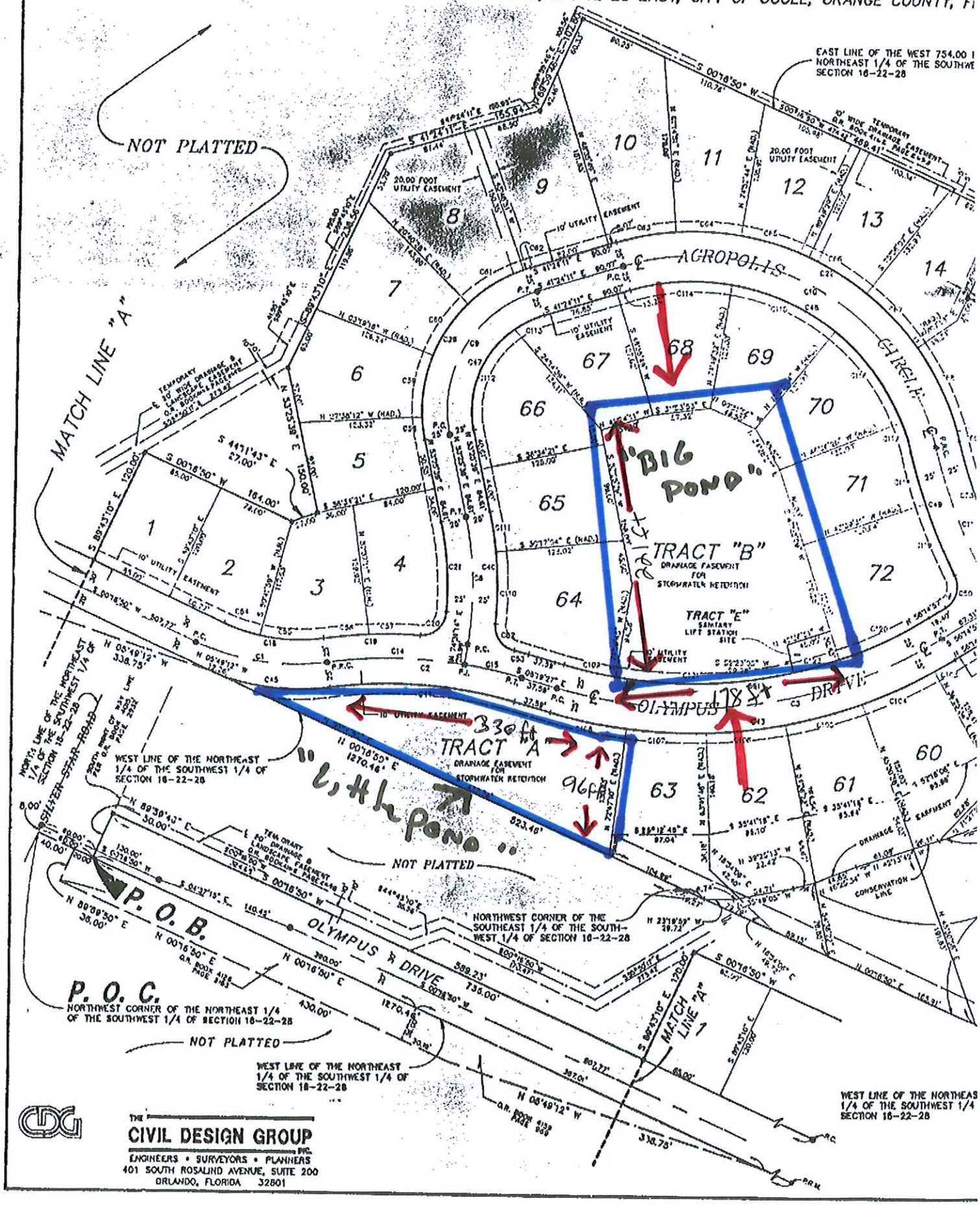
- Clean out the pond
- Add 70 Viburnum along the sidewalk overlooking the pond.
- Add 30 Podocarpus around lift station
- Add sod in bare spots
- Trim low limbs

Total estimated cost $11,162.50.

**3 and 4 (Little Pond and Boat Ramp Pond) will be completed asap (possibly concurrent with Project 2), as funds are collected.*

LAKE OLYMPIA CLUE

SECTION 16, TOWNSHIP 22 SOUTH, RANGE 28 EAST, CITY OF OCOEE, ORANGE COUNTY, FI



THE CIVIL DESIGN GROUP PA
ENGINEERS • SURVEYORS • PLANNERS
401 SOUTH ROSALIND AVENUE, SUITE 200
ORLANDO, FLORIDA 32801

MPIA CLUB

E 28 EAST, CITY OF OCOEE ORANGE COUNTY, FLORIDA.

PLAT BOOK 25 PG 83

EAST LINE OF THE SE 1/4 OF THE SW 1/4 OF SECTION 16-22-28

CLARK ROAD

WEST LINE OF 60.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT PER O. R. BOOK 3699, PAGE 359

NOT PLATTED

ADRIATIC DRIVE

10' UTILITY EASEMENT

10' DRAINAGE EASEMENT

WEST LINE OF 17.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT PER O. R. BOOK 3888, PAGE 3052

NOT PLATTED

TRACT "C"
DRAINAGE EASEMENT FOR STORMWATER RETENTION

TRACT "D"

TRACT "D" SHALL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOC. FOR LAKE ACCESS WITH DRAINAGE EASEMENT DEDICATED TO THE CITY OF OCOEE.

Boat Ramp

Ponds by Boat Ramp

Entrance 1

DETAIL 'A'

℄ CLARK ROAD

ADRIATIC DRIVE

NOT INCLUDED

FOUND 6" X 6" C.M. SOUTHWEST CORNER SECTION 16-22-28 PUBLISHED G. I. S. COORDINATES: 1538963.661 457404.435

GRAPHIC SCALE

(IN FEET)

1 inch = 60 ft.

SHEET 3 OF 3 SHEETS

Lake Olympia Club Homeowners' Association Inc.
FINAL SPECIAL ASSESSMENT BOARD OF DIRECTORS MEETING
July 31, 2025
6:00 PM

MEETING MINUTES

1. **Certification of Quorum:** The following board members were present: Galliot Joseph, Lamar Powers, & Richard Vaughn 2 owners joined meeting

2. **Proof of Meeting Notice** Tiffany Marshall/Board confirmed the meeting was notified and agenda was posted at least 48 hours prior.

3. **Call to Order:** Richard called the meeting to order Lamar 2nd at 6:10 PM

4. **Discussion on Landscaping Special assessment:** The board president Joe provided a review in reference to the landscaping project and explained that this project is best for the community. The community by laws states that to move forward with the project we would need a total of 15 owners' approval to proceed during the continued meeting. The Vice president Lamar Powers agreed to contact the vendor and see if he is still interested in the project. A start date cannot be approved until sufficient funds are collected. The board agreed to accept credit card payments and will allow 2 installments for payment options. It will be a 30-day extension for the 2-installation option. The manager Tiffany will send a letter with the special assessment amount of $800 from each home. If owners decide 2 payment options both due dates will be listed in the final letter mailed out to all owners. **Motion:** Board president motion to approve the landscaping project with the special assessment amount per home at $800 with a option to pay in full or a 2nd payment installment of two payments to cover the $800. Dates will be provided on final letter mailed to owners. Credit card options are also approved. Board member Richard 2nd this motion all in favor.

Owners that approved to move forward with the landscaping project with the special assessment amount of $800 per home

- 207 Olympus
- 203 Olympus
- 1505 Acropolis
- 1509 Acropolis
- 1511 Acropolis
- 1515 Acropolis
- 1521 Acropolis
- 1503 Adriatic
- 1508 Adriatic
- 102 Olympus
- 124 Olympus
- 130 Olympus
- 1502 Acropolis
- 1506 Acropolis
- 1518 Acropolis
- 1526 Acropolis

- 1524 Acropolis
- 1507 Acropolis

Open Forum: Owner was disappointed that other owners did not join the following meeting

- **Date of Next Board Meeting:** TBD
- **Location of Next Board Meeting:** Virtual

10. Adjournment: With no additional Association business to discuss, **Joe made a motion to adjourn the meeting, Richard seconded the motion. All were in favor, and the meeting was adjourned at 6:31 PM.**

Minutes Prepared by: Tiffany Marshall, LCAM

Southwest Property Management

DRAFT

Lake Olympia Club Homeowners' Association Inc.
2026 GRANT APPLICATION APPROVAL MINUTES
March 11, 2026
4:30 PM
Virtual

MEETING MINUTES

1. **Certification of Quorum:** The following board members were present: Galliot Joseph, Lamar Powers, & Richard Vaughn, & Tiffany Marshall CAM email communications were added.

2. **Proof of Meeting Notice:** Notice for the vote was approved by the board.

3. **Call to Order:** Richard called the meeting to order Lamar 2nd at 4:30 PM

4. **2026 Grant Application Discussion:**

Lamar made a motion to approve moving forward with applying for a beautification community Ocoee grant in the amount of $2000. Richard 2nd the motion All in favor.

10. **Adjournment:** With no additional Association business to discuss, **Richard made a motion to adjourn the meeting, Lamar seconded the motion. All were in favor, and the meeting be adjourned at 4:40 PM.**

Minutes Prepared by: Tiffany Marshall, LCAM

Southwest Property Management

DRAFT

Down to Earth
PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #116384

Customer Address

Lamar Powers
1515 Acropolis Cir
Ocoee , Florida 34761
5555555555

Billing Address
Lamar Powers
1515 Acropolis Cir
Ocoee , FL 34761

Physical Job Address
Lake Olympia Club
1515 Acropolis Cir
Ocoee, FL 34761

Job	Estimated Job Start Date	Proposed By	Due Date
Lake Olympia	May 28, 2025	Gabriel Wood	

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation Silver Star Median				
Site Prep				$1,705.00
Pine Bark Mulch	Cubic Yard	0.50	$60.00	$30.00
Irrigation Labor	Each	3	$85.00	$255.00
Croton Petra Installed	3 Gallon	10	$18.00	$180.00
Annuals	4.5"	50	$2.25	$112.50
Tree/Plant Installation Silver Star Sign				
Enhancement Labor				$4,950.00
Dwarf Jasmine "Summer Sunset"	1 Gallon	80	$6.00	$480.00
Blue Daze "Blue My Mind"	1 Gallon	80	$6.00	$480.00
concrete bag with metal wire	Each	12	$18.00	$216.00
Foxtail Palm "Single"	45 Gallon	2	$500.00	$1,000.00
Queen Palm	12' OA	1	$600.00	$600.00
Foxtail Fern	1 Gallon	20	$8.00	$160.00
Liriope "Aztec Grass"	1 Gallon	20	$8.00	$160.00
Perennial Peanut	1 Gallon	20	$8.00	$160.00
Pine Bark	Cubic Yard	15	$75.00	$1,125.00
Irrigation Labor				$900.00
Lighting materials	Each	1	$350.00	$350.00
Tree/Plant Installation Enclosed Letter Board				
Enhancement Labor				$1,430.00
Tree trimming				$600.00
Indian Hawthorn	3 Gallon	6	$21.88	$131.28
Irrigation Labor				$375.00
Tree/Plant Installation Little Pond				
Enhancement Labor				$4,400.00
Tree Trimming, removal and knee removal				$4,780.00
King Sago Palm	45 Gallon	1	$500.00	$500.00
Viburnum Odoratissimum "Sweet Viburnum"	15 Gallon	8	$140.00	$1,120.00

Project 1

Project 3-4

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at https://dtelandscape.com/terms-and-conditions/.

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Bahia Sod	Pallet	1	$600.00	$600.00
Tree/Plant Installation Big Pond Project 2				
Enhancement Labor				$2,750.00
Viburnum Odoratissimum "Sweet Viburnum"	7 Gallon	80	$50.00	$4,000.00
Podocarpus "Japanese Yew"	7 Gallon	30	$50.00	$1,500.00
Irrigation Labor				$600.00
Tree Trimming				$1,800.00
Bahia Sod	Pallet	2	$256.25	$512.50
Tree/Plant Installation Pond at Boat Ramp Project 3-4				
Enhancement Labor				$1,650.00
bush hogging and tree clean up				$3,500.00
Tree/Plant Installation Clarke Road Southside Project 1				
Enhancement Labor				$1,650.00
Gold Mound Duranta	3 Gallon	7	$21.88	$153.16
Annuals	4.5"	10	$2.25	$22.50
Palm trimming				$250.00
Tree/Plant Installation Clarke Road Northside				
Enhancement Labor				$1,650.00
Gold Mound Duranta	3 Gallon	7	$21.88	$153.16
Annuals	4.5"	10	$2.25	$22.50
Lighting materials	Each	1	$350.00	$350.00
Irrigation Labor				$450.00
			Subtotal	**$47,813.60**
			Estimated Tax	$0.00
			Job Total	**$47,813.60**

We are pleased to submit this comprehensive proposal for the landscape lighting upgrade at Lake Olympia. This proposal details the necessary work and improvements across multiple sections of the property, starting from the Silver Star Median and concluding with the Clarke Road North Side.

Silver Star median
Remove dead bush
Remove weeds from bushes
Add colorful shrubs
Add flowers by Silver Star

Silver Star sign
Add low plants in planter
Fix lights (electrical)
Set posts in concrete
Connect posts with cable

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at https://dtelandscape.com/terms-and-conditions/.

Remove large ligustrums
Clean up behind wall
Replace rusty box (electric)
Remove palmettos
Add new shrubs

Enclosed letter board
Remove ligustrum
Trim crapes
Repair light (electrical)
Trim low limbs
Add 6 dwarf indian hawthorne

Little pond
Remove dead sago palm
Trim low limbs
Add 8 viburnum
Remove tree
Remove oleander
Remove bush at palm
Remove cypress knee hill
Clean out pond
Clean up sagos
Clean along fence line
Remove 3 ligustrum

Big pond
Add grass in bare spots
Add 70 viburnum along sidewalk
Add 30 podocarpus at lift station
Remove palmettos
Clean out pond
Trim low limbs

Pond at boat ramp
Clean up pond

Clarke Road south side
Remove palmettos

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at https://dtelandscape.com/terms-and-conditions/.

Add matching shrubs
Repair lights (electric)
Add flowers by stop sign
Remove vines from shrubs

Clarke Roaf north side
Replace 2 ligustrum
Trim palms
Add matching shrubs
Add flowers by light pole

Estimates require a 50% deposit to order and schedule any approved work.

Proposed By:

Gabriel Wood
Down to Earth

06/04/2025
Date

Agreed & Accepted By:

Lake Olympia Club

Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at https://dtelandscape.com/terms-and-conditions/.

FLORIDA OUTDOOR LIVING

DATE: 4/16/2025
Phone:

PROJECT: Lake Olympia Club
Contact: Lamar Powers

Florida Outdoor Living hereby proposes and agrees to furnish all necessary labor, liability insurance and workers compensation to perform the following scope of work in accordance with the specifications supplied and reviewed.

Scope of Work Silver Star Median

- Clean weeds out of bushes
- Remove dead bush
- Install 6, 7 gallon Plumbago
- Install perennials

Total Proposal Price **$4535.00**

Scope of Work Silver Star Sign

- Install 10, 7 gallon Indian Hawthorn
- Fix lights
- Set posts in concrete
- Connect posts with cable
- Remove Ligustrums including root ball
- Clean up behind wall
- Replace rusty box
- Remove palmettos

Total Proposal Price **$7935.00**

Scope of Work Enclosed Letter Board

- Remove Ligustrum including root ball
- Trim Crape Myrtles
- Repair light
- Trim low hanging limbs
- Install 6, 7 gallon Indian Hawthorn

Total Proposal Price **$3075.00**

Respectively Submitted:
Chris Gelaides
407.432.1816

ACCEPTANCE OF PROPOSAL
The above prices, specifications and conditions are satisfactory and accepted, hereby authorizing Florida Outdoor Living to proceed with above-mentioned project. A 50% deposit is required prior to start of project and the remaining balance due upon project completion unless other payment arrangements are made in writing. Please sign return to our office for scheduling. A deposit may be required. Interest on overdue accounts will be assessed at a rate of eight percent (8 %) per month. Attorney fees, collection costs, and interest in full assessed on delinquent accts. Signature of person authorized to sign on behalf of above named entity.
Signature_____ Print_____ Date_____

STERLING SILVER SCAPE & SOD, INC.

P. O. BOX 450459
KISSIMMEE, FLORIDA 34745-0459

STATE OF FLORIDA MBE / DBE
EST. 1987 ♦ FEDERAL ID NO. 59-3171150

PROPOSAL

NO. 25-177

DATE: 4/9/2025

SUBMITTED TO:	PROJECT & LOCATION:
Lamar Powers Lake Olympia Club HOA	Lake Olympia Club Orlando

DESCRIPTION		QTY		UNIT	TOTAL
Silver Star Median					
Remove dead shrubs					
Remove weeds from shrubs					
Add colorful Shrubs	3 gallon	50	EA	$ 48.00	$ 2,400.00
Add Annuals		50	EA	$ 14.00	$ 700.00
Labor		30	HR	$ 48.20	$ 1,446.00
Haul off debris/Dump fee		1	LS	$ 235.00	$ 235.00
Equipment		1	EA	$ 185.00	$ 185.00
Silver Star Sign					
Remove Ligustrums					
Cleanup behind wall					
Remove palmettos					
Add low plants to planter	1 gallon	200	EA	$ 18.00	$ 3,600.00
Add new shrubs	3 gallon	30	EA	$ 46.00	$ 1,380.00
Labor		120	HR	$ 48.20	$ 5,784.00
Haul off debris/Dump fee		3	LS	$ 235.00	$ 705.00
Equipment	days	3	EA	$ 185.00	$ 555.00
Enclosed Letter Board					
Remove Ligustrum					
Trim Crape Myrtles					
Trim low limbs					
Add 6 Indian Hawthorn	3 gallon	6	EA	$ 46.00	$ 276.00
Labor		55	HR	$ 48.20	$ 2,651.00
Haul off debris/Dump fee		1	LS	$ 235.00	$ 235.00
Equipment	days	2	EA	$ 185.00	$ 370.00
Little Pond					
Remove dead Sago Palm, Oleander bush at palm, (no large tree removal)					
Clean out pond, clean up Sagos, Clean along fence line.					
Remove 3 ligustrum					
Add Viburnum	3 gallon	8	EA	$ 46.00	$ 368.00
Labor		400	HR	$ 48.20	$ 19,280.00
Haul off debris/Dump fee		5	LS	$ 235.00	$ 1,175.00
Equipment		10	EA	$ 328.00	$ 3,280.00

Big Pond							
Add Bahia sod in bare spots	pallet	2	EA	$	255.00	$	510.00
Add Viburnum along sidewalk	3 gallon	70	EA	$	46.00	$	3,220.00
Add Podocarpus lift station	3 gallon	30	EA	$	46.00	$	1,380.00
Remove palmettos							
Clean around pond, trim low tree limbs							
Labor		80	HR	$	48.20	$	3,856.00
Haul off debris/dump fee		2	LS	$	235.00	$	470.00
Equipment		2	EA	$	328.00	$	656.00
Pond at Boat Ramp							
Clean up around pond, mow, weedeat							
Labor		120	HR	$	48.20	$	5,784.00
Haul off debris/Dump fee		3	EA	$	235.00	$	705.00
Equipment		3	EA	$	328.00	$	984.00
Clark Road - Southside							
Remove palmettos, vines from shrubs							
Add Duranta Shrubs	3 gallon	20	EA	$	46.00	$	920.00
Add Liriope	1 gallon	30	EA	$	18.00	$	540.00
Annuals		50	EA	$	14.00	$	700.00
Labor		80	HR	$	48.20	$	3,856.00
Haul off debris/Dump fee		1	EA	$	235.00	$	235.00
Equipment		2	EA	$	185.00	$	370.00
Clark Road - North Side							
Trim palms							
Replace Ligustrum	6x6'	2	EA	$	850.00	$	1,700.00
Add annuals by light pole		54	EA	$	14.00	$	756.00
Add Duranta	3 gallon	20	EA	$	46.00	$	920.00
Add Liriope	1 gallon	40	EA	$	18.00	$	720.00
Labor		80	HR	$	48.20	$	3,856.00
Haul off debris/Dump fee		1	EA	$	235.00	$	235.00
Equipment		2	EA	$	185.00	$	370.00
Administrative Fee		1	EA	$	700.00	$	700.00

Note: **Irrigation work not included in this proposal.**
Note: **No warranty on material without automatic irrigation.**
Note: **Electrical Work, Repairs, Replacements and Bollards & Concrete Work Excluded.**

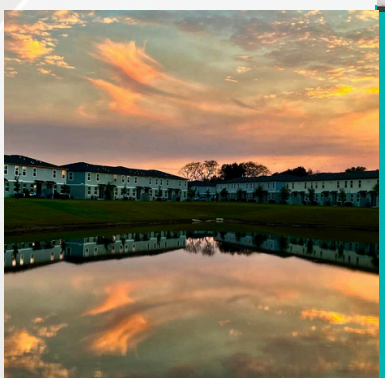
TOTAL : $ 78,068.00

SUBMITTED BY: Alice Capehart

Pricing good for 15 days.

Greens at Forest Lake

City of Ocoee
Community Improvement Grant Application
2026



Dear City of Ocoee,

On behalf of the residents of the Greens at Forest Lake, we are pleased to submit our application for the City of Ocoee's 2026 Neighborhood Matching Grant Program.

Following the recent severe freeze that impacted Central Florida, many of the original landscape plantings throughout our community's common areas were significantly damaged or lost. These plants were originally selected by the developer and have proven to be particularly vulnerable to cold temperatures.

The Greens at Forest Lake HOA is undertaking a landscape restoration project to replace these damaged plants with more freeze-tolerant azaleas and resilient foliage better suited to Florida's climate. The goal is to restore the appearance of our community while improving the long-term sustainability of our landscaping.

The total cost of this project will significantly exceed the amount available through the Neighborhood Matching Grant. Our community has already approved funding and is committed to completing the work. This grant would help offset a portion of the cost while supporting our efforts to enhance the appearance and long-term resilience of our shared spaces.

We appreciate the City of Ocoee's continued investment in neighborhood improvements and thank you for considering our application.

Sincerely,
The Residents of Greens at Forest Lake

GREENS AT FOREST LAKE
HOMEOWNER'S ASSOCIATION

Table of Contents

01 Grant Application

02 HOA Meeting Minutes

03 Site Photos

04 Site Diagram

05 Budget

06 Quotes

City of Ocoee
Neighborhood Matching Grants Program

PLEASE PRINT OR TYPE

Name of Neighborhood: Greens at Forest Lake

Project Leader: Kellie Beck

Address for Project Leader: 2551 Sweet Viburnum Way

Project Leader (Cell) 407-446-3207 Project Leader (Home) 407-446-3207

Email Address: KellieABeck@gmail.com

What is the name of your proposed project?

1) Entry Beautification and Identification

2) Open Space and Common Area Enhancements

3) Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

Entry and Community Flower Bed Beautification

Replace flowering shrubs killed by the deep freeze throughout the community.

Does your neighborhood have an official Homeowners Association (legal entity)? Yes

If Yes: (If No, skip to next section.)

When was it formed? 2020 How many members are in the association? 198

Are the members all homeowners in the neighborhood? Yes

What is the official Homeowner Association's organizational structure? (President, V.P., Committees, etc.): Board of Directors with President, VP, and Treasurer

How does the association elect its leadership? When and how often are elections held?

Annual Election of Board Members, Board members then choose our roles.

If your neighborhood does NOT have an HOA:

Do you have an active neighborhood group? _____ When was it organized? _____

How many members are in the group? _____

How many homes are in your neighborhood? _____

Does your group have an organizational structure? (President, Vice-President, Committees, etc.)

What is the dollar amount being requested? **(dollar amounts must be matched by the neighborhood. The maximum grant award is $2,000.)** $2,000

Briefly describe the proposed project: The Greens at Forest Lake experienced substantial plant losses in the February freeze, leaving flower beds and entrance landscaping severely compromised. These areas are highly visible to residents and visitors, and their current condition n negatively impacts the appearance and perceived value of our neighborhood.

List the project goals:

(1) Restore landscaping to full, healthy condition following weather-related losses

(2) Enhance neighborhood appearance and visual appeal at community entrances and open spaces

(3) Increase landscape resilience by selecting plant species tolerant of periodic freezes

What is the location of the proposed project? (Attach 2-5 photos documenting existing conditions of the project site)
Community entrance and flower beds throughout the community.

For physical improvements (landscaping, entrance sign, gazebo, etc.), please define the exact site location(s). Use street names and measurements from the curb, including measurements from sidewalks, if applicable. Also provide measurements of the project (height, width, length) and **attach a drawing**.

For physical improvements, will it be located on:

Public Right-of-Way:

Private Property:

Common Area Owned by the Homeowners Association: Greens at Forest Lake
(Include written permission from the appropriate government agency if located in the right-of-way; or owner if located on private property.)

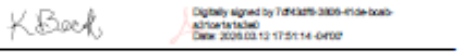
HOA's, please attach the meeting minutes reflecting the membership vote of approval for the proposed grant project. Non-HOA's, please attached a letter with signatures. See page 2.

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on 3-11-26 (date), and attached are the minutes/letter reflecting this vote.

KellieBeck

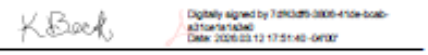
Print name of person preparing application

Signature of Project Leader



Signature of person preparing application

Date: 3-12-26



Signature of Neighborhood President

Date: 3-12-26

HOA Meeting Minutes

GREENS AT FOREST LAKE

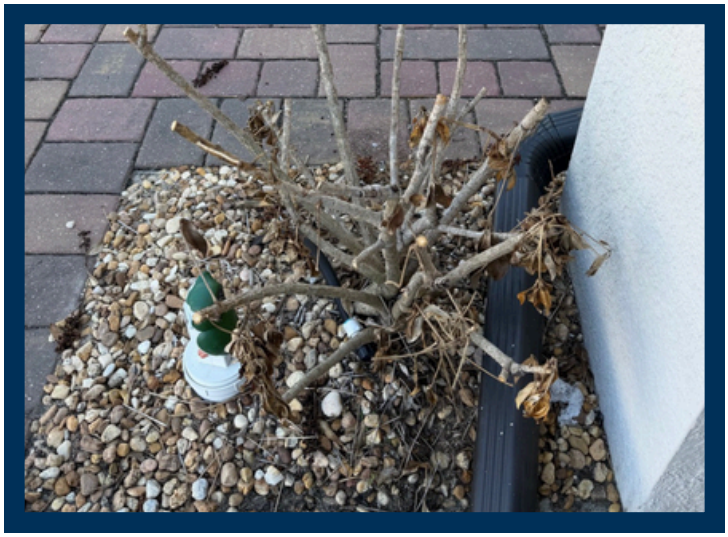
REGULAR MEMBERSHIP MEETING

Tuesday, March 10th at 6pm
Meeting via Microsoft Teams

Minutes:

1. Verify Quorum- 2 out of 3 board members present. Kellie Beck, President and Julian Delgado, Vice President. Judith Naomi Guimaraes arrived later. Jordan Wyatt, LCAM was also present.
2. Call to Order – Call to order at 6:01 PM
3. Proof of Notice of Meeting – Notice was posted in the community.
4. Damaged Plants and Grass from the Deep Freeze (Estimated Cost $10,000) – Julian Delgado made a motion to approve Yellowstone Proposal for replacement landscaping. Kellie Beck seconds the motion and all were in favor.
5. Offsetting replacement costs with applying for City of Ocoee Grant (-$2000) - Kellie Beck made a motion to apply for the city of Ocoee Grant. Julian Delgado seconds the motion and all were in favor.
6. Backflow Repairs (2 with leaks that were not insulated, cost TBD) -, Kellie Beck made a motion to spend up to $4,000 on backflow covers. Julian Delagdo seconds the motion and all were in favor.
7. Pool Pump Repairs in January ($1,400 Spent) Kellie Beck made a motion to to approve the pool pump repair costs. Julian Delagdo seconds the motion and all were in favor.
8. Kellie Beck made a motion to approve parking lot restriping from reserve funds. Judith Guimaraes seconds the motion and all were in favor.
9. Leak Detection at Pool/Front of Community ($550 incoming plus repairs)
10. Electrical Repairs to Entry Sign Lights and Pool Outlets (TBD)
11. Duke Energy and Fire Dept work in Cul-de-sac
12. Proposed Hotel Near Community
13. HOA Election in June (FYI)
14. Meritage Suit Update (No Significant News in 75 Waiting)
15. Homeowner Questions Open Forum
16. Adjourned at 6:49 PM

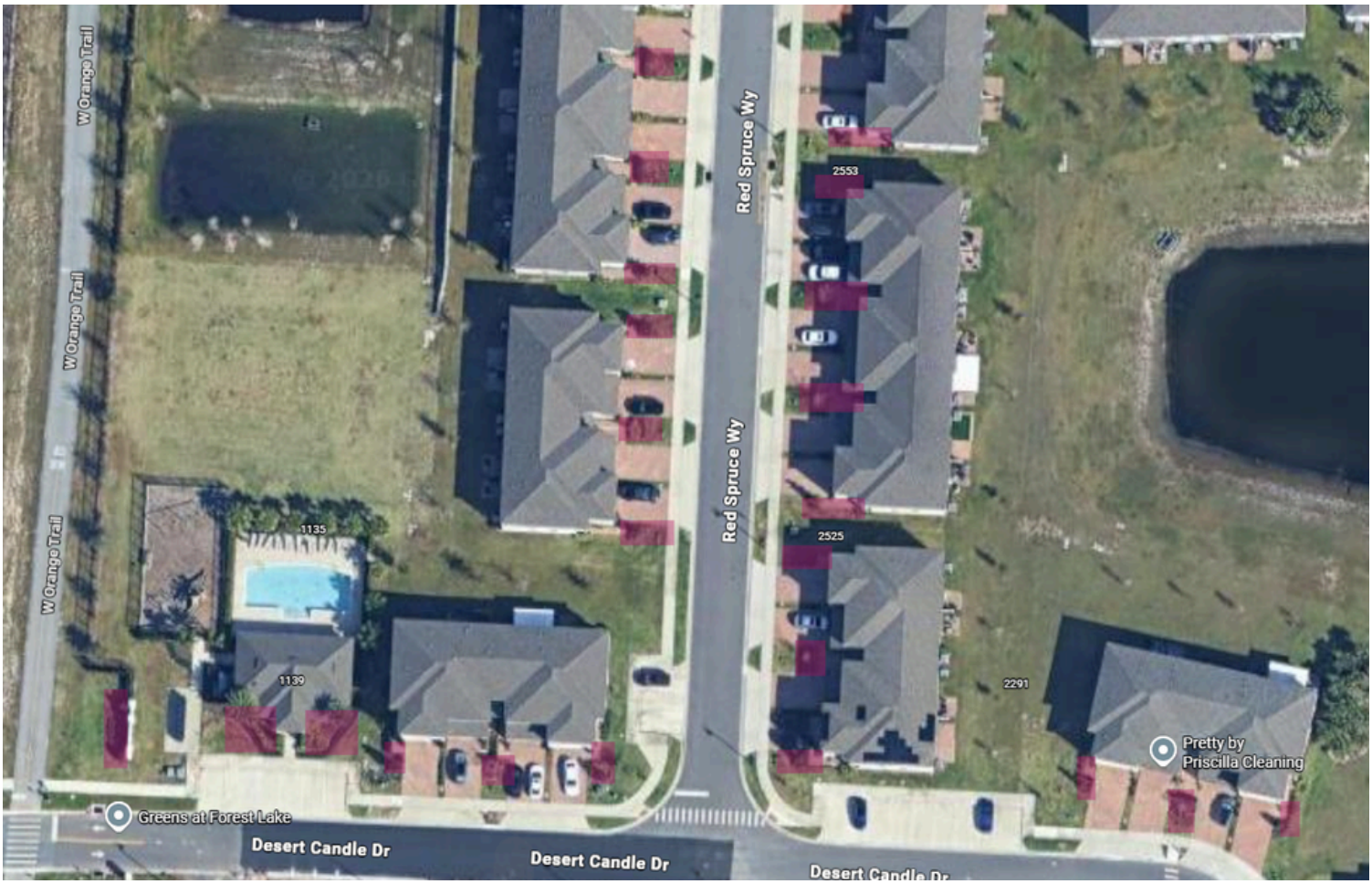
Site Photos



Site Diagram

Below is a sample of the sites where the new plants will be installed.

This includes our front monument area, near the pool, and lanscaping located in HOA maintained flower beds throughout the community.



Budget

Due to the scope of this project, most of it will be absorbed by the HOA. We are only asking the grant to help offset the cost of the plants that will be put throughout the beds.

Plants
Quote 1: YellowStone
Quote 2: HomeDepot
Quote 3: Lowes

Installation
Instalation will be completed by YellowStone and paid for completely by the HOA.

Item	Quantity	Cost	Subtotal
Plants (average)	364	$19.63	$7,146
Installation	1	$2,304	$2,304
TOTAL			**$9,450**
Grant Funded			**$2,000**
HOA Funded			**$7,450**

Quote 1: YellowStone

YELLOWSTONE LANDSCAPE

Proposal #: 668291
Date: 2/27/2026
From: David Hensley

Proposal for
Greens at Forest Lake

CUSTOMER - Greens at Forest Lake
Greens at Forest Lake

ForestLake@folioam.com

LOCATION OF PROPERTY

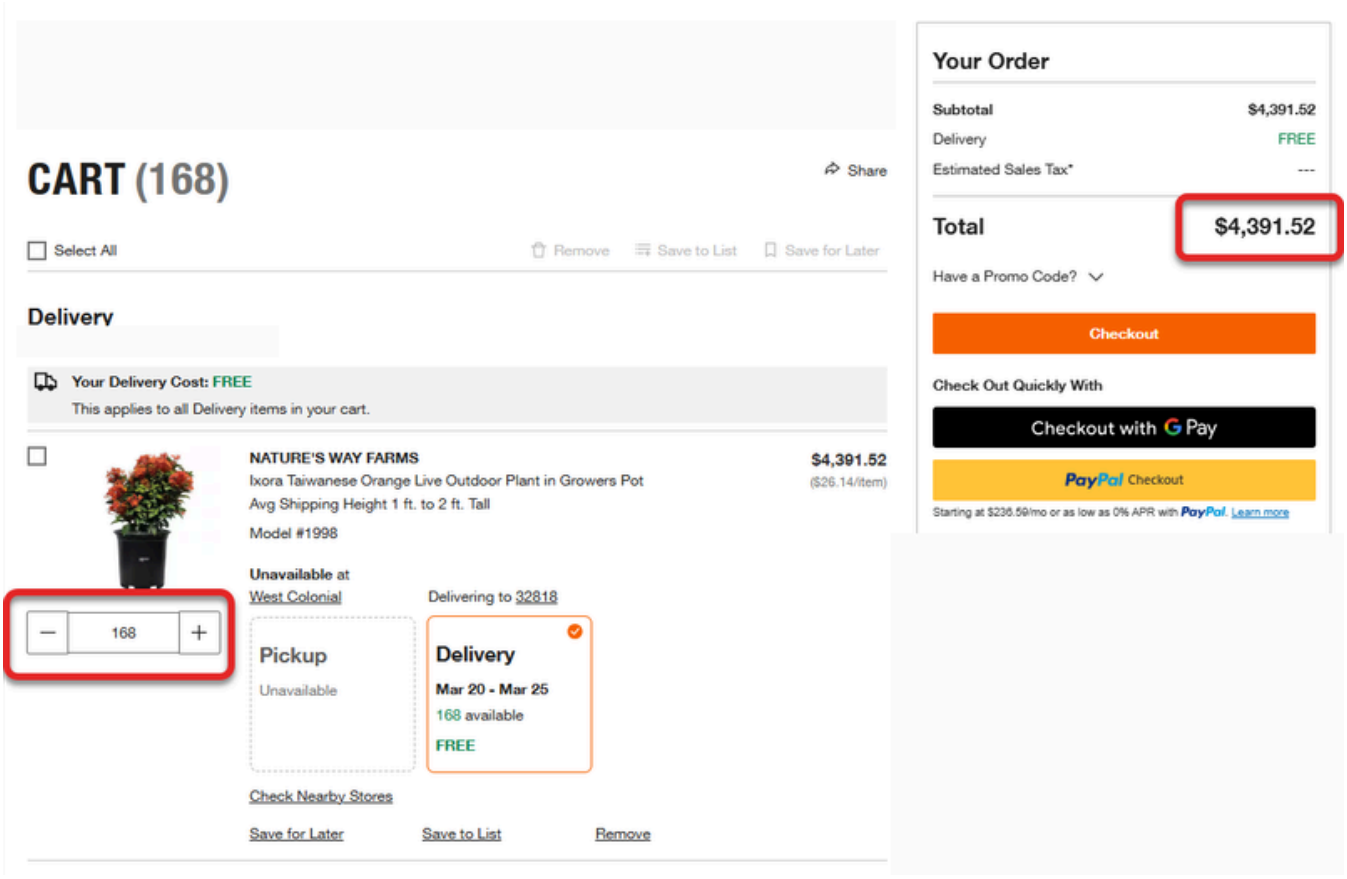
1135 Desert Candle Drive
Ocoee, FL 34761

Plant Replacements "Frost Damage"

DESCRIPTION	QTY	AMOUNT
Dwarf Ixora "3 gallon"	211	$4,642.00
Ixora Maui "3 gallon"	18	$342.00
Trinette "3 gallon"	8	$152.00
Loropetalum "3 gallon"	2	$30.00
Variegated Ginger "3 gallon"	20	$560.00
Azalea "3 gallon"	35	$560.00
Front monument sign		
Dwarf Firebush "3 gallon"	20	$360.00
Blue Daze "1 gallon"	50	$500.00
General Labor		$2,304.00

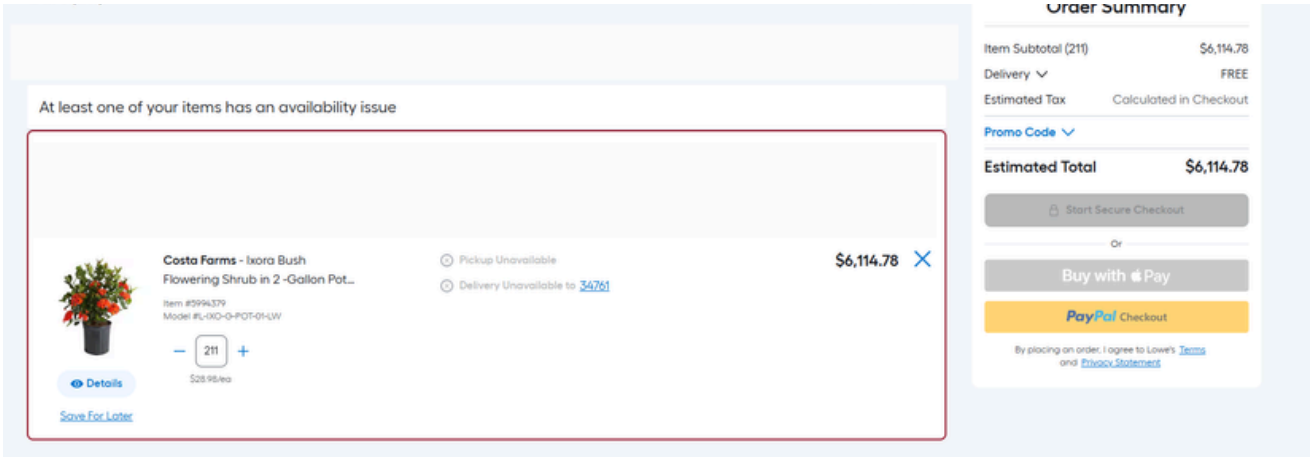
Quote 2: Home Depot

The Home Depot site capped the order at 168.
T211 Dwarf Ixorca would be a total of **$5,515.54.**



Quote 3: Lowe’s

211 Dwarf Ixorca from Lowe’s would be a total of **$6,114.78.**



RECEIVED 3/13/26 Kaitlyn

City of Ocoee
Neighborhood Matching Grants Program

PLEASE PRINT OR TYPE

Name of Neighborhood: Lake Olympia North Village

Project Leader: Jason Dobbins

Address for Project Leader: 1342 Olympia Park Circle

Project Leader (Cell) 818-832-5337 Project Leader (Home) N/A

Email Address: JasonDobbins.LakeOlympiaHOA@gmail.com

What is the name of your proposed project?

1) Entry Beautification and Identification

2) **Open Space and Common Area Enhancements**

3) Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

Lake Olympia North Village HOA Tract B

Does your neighborhood have an official Homeowners Association (legal entity)? Yes

If Yes: (If No, skip to next section.)

When was it formed? 1991 How many members are in the association? 63 Homes

Are the members all homeowners in the neighborhood? Yes

What is the official Homeowner Association's organizational structure? (President, V.P., Committees, etc.): President, Vice President, Secretary, and Treasurer.

How does the association elect its leadership? When and how often are elections held?

The HOA consists of four resident volunteers serving as the Board of Directors.
Board members are elected by the community and serve two-year terms.

If your neighborhood does NOT have an HOA:

Do you have an active neighborhood group?_____ When was it organized?_____

How many members are in the group?_____

How many homes are in your neighborhood?_____

Does your group have an organizational structure? (President, Vice-President, Committees, etc.)

What is the dollar amount being requested? **(dollar amounts must be matched by the neighborhood. The maximum grant award is $2,000.)** ~~$1,500~~ for two picnic benches + heavy duty dolly $2,000 as of 3/10/26, 12:00pm email

Briefly describe the proposed project: The project will convert an existing HOA owned beach-like area bordering Lake Olympia into a small picnic area and kayak launch for Lake Olympia North Village residents, providing the neighborhood's first direct access to the lake. Improvements will include limited path clearing, installation of a picnic area and creation of a designated kayak launch. The project is being coordinated with the St. Johns River Water Management District designed to be low-impact and environmentally compatible, and completed within six months of grant approval.

List the project goals:

(1) Provide safe and organized resident access to Lake Olympia where no access currently exists.

(2) Create a shared outdoor space that supports recreation, relaxation, and community gathering.

(3) Improve utilization of HOA-owned common land while preserving the natural character of the lakefront.

What is the location of the proposed project? (Attach 2-5 photos documenting existing conditions of the project site)
The project will be located on HOA-owned property Tract B along the shoreline of Lake Olympia. Access to the site will be via the existing access road between 1347 & 1349 Olympia Park Circle.

For physical improvements (landscaping, entrance sign, gazebo, etc.), please define the exact site location(s). Use street names and measurements from the curb, including measurements from sidewalks, if applicable. Also provide measurements of the project (height, width, length) and **attach a drawing**.

For physical improvements, will it be located on:

Public Right-of-Way: _____

Private Property: _____

Common Area Owned by the Homeowners Association: Lake Olympia North Village Tract B
(Include written permission from the appropriate government agency if located in the right-of-way; or owner if located on private property.)

HOA's, please attach the meeting minutes reflecting the membership vote of approval for the proposed grant project. Non-HOA's, please attached a letter with signatures. See page 2.

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on 3/10/2026 (date), and attached are the minutes/letter reflecting this vote.

Jason Dobbins

Print name of person preparing application

Signature of person preparing application

Date: March 11, 2026

Signature of Project Leader

Signature of Neighborhood President

Date: March 11, 2026

LAKE OLYMPIA HOMEOWNERS ASSOCIATION, INC.
MEETING OF THE BOARD OF DIRECTORS
MARCH 10, 2026, 7:00PM
ZOOM MEETING & AT 1255 WINTER GARDEN VINELAND RD, STE 230, WINTER GARDEN FL 34787
BOARD OF DIRECTORS: Jason Dobbins, Michele Fontanez, Chris Swertfeger, Katharina Patassy

CALL TO ORDER
The meeting of the Board of Directors was called to order at 7:03 p.m.

PROOF OF NOTICE
Proof of notice was duly given as per Florida Statutes as it was posted on property at least forty-eight hours in advance of the meeting at the front entry and on the owner's portal.

ESTABLISH A QUORUM
Jason Dobbins, Michele Fontanez, Chris Swertfeger, and Katharina Patassy were in attendance. A quorum was established.

NEW BUSINESS
Lake Recreation Area – The Board discussed cleaning out the common area that is on the lake. Management will reach out to the St. Johns River Water Management to determine whether any of the property on Tract B is protected wetlands. Jason Dobbins motioned to submit a City of Ocoee Matching Grant application to help with the project. The motion was seconded by Katharina Patassy, and it carried unanimously.

Annual Meeting – The Board set the annual meeting for March 18, 2026.

ADJOURNMENT
The meeting was adjourned at 7:18 p.m.

1342
1344
1348
1353
1351
1341
1343
1345
1347
Pathway from Lake Olympia Circle
Proposed Community Park

TRACT B
Conservation
522.91
664.21
458.95
759.05
246.25
ige County Property Appraiser
map is for reference only and is not a survey.

Proposed Path Way to Lake Access

Another Angle of View
of Path Access

Picnic Area
(Not to Scale)

ULINE 1-800-295-5510

Help | Chat Live

SELECT SHIPPING METHOD

CART ADDRESS **SHIPPING** PAYMENT REVIEW AND SUBMIT

Continue

Shipping Method	Delivery Time	
Drop Ship - Freight	—	$364.22

- Liftgate Service applies to this shipment.

Model #	Description		Qty
H-2126NB	Metal Picnic Table - 46" Square, Navy	Text	2

Estimated Ship Date

3/9/2026

Warehouse

Ships from Manufacturer

Freight Options

- ☐ Inside Delivery
- ☑ Liftgate Service ($70)
- ☐ Delivery Appointment (Adds 1 day)

Order Summary

# of Shipments:	1
# of Items:	1
Subtotal:	$2,140.00
Shipping:	$364.22

Add Special Instructions

Continue

☐ Text me order updates

Total $2,654

627 Amersale Drive
Naperville, IL 60563
sales@belson.com

Toll Free: 1-800-323-5664
Phone: 1-630-897-8489
Fax: 1-630-897-0573

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
TSQ464-ES	46" Square Top Picnic Table, Portable, Expanded Metal - Standard Thermoplastic Coating Dark Blue Top/Seats Light Blue Frame	246	2	$1,130.00	$2,260.00

Calculate Shipping Zip Code

☐ Phone Call Service

☐ Liftgate Service ?

After changing quantity, please click Recalculate below Calculate

Subtotal	$2,260.00
☐ **Tax Exempt / For Resale**	TBD
Freight - S&H	TBD
Grand Total	TBD

Shop for More | Recalculate | Empty Cart | Get Quote | Secure Checkout

Plus $500+ for tax & ground shipping for a total of $2539.

EXCLUSIVE BRANDS

Model #: WB262078BL

Global Industrial™ 46" Round Picnic Table, Perforated Metal, Blue

★★★★★ (6) | Questions & Answers (1)

Shop All Perforated Metal Picnic Tables

Select Color

Product Description

✓ Strong, lightweight perforated metal mesh promotes airflow
✓ Blue thermoplastic coating resists corrosion, fading & heat accumulation
✓ Includes stainless steel hardware and (28) acorn safety caps

DESIGNED FOR OUTDOORS:
Ideal for any outdoor setting, including hospitals, healthcare facilities,

See More Details

E

Specifications

GLOBAL INDUSTRIAL
We can supply that

View Cart

1. Shipping Information

DEFAULT ADDRESS

Jason Dobbins,
1342 Olympia Park Cir
OCOEE, FL 34761
(412) 884-1212

+ Add New Address

2. Shipping Method

(•) Standard Shipping
Standard shipping methods apply to shipping time only. Product lead times described on product pages will still apply.
(•) Ground **$379.90**

( ) Freight Carrier
Click here to use your own carrier

Additional Charges

- [ ] Call Prior To Delivery (24 Hour Notification) **$10.00**
- [x] Liftgate Delivery (No Dock) **$63.00**
- [ ] Residential Delivery **$85.00**
- [ ] Inside Delivery (Threshold Only) **$66.00**

3. Payment Details

Choose a payment method below

Credit Card | PayPal

Select a card

+ Add New Card

4. Review Order

Item Details (1)

Global Industrial™ 46" Square Picnic Table, Perforated Metal, Green
Model #: WB694551GN
Expected delivery on or before **Tue, Mar 10**

2

$2,358.00
($1,179.00/unit)

Remove

Your Order Summary

Item Total (2)	$2,358.00
Subtotal	**$2,358.00**
Shipping	**$379.90**
Additional Charges	
Liftgate delivery (no dock)	$63.00
Total Before Tax	**$2,800.90**
Estimated Tax	**$153.27**
Total	**$2,954.17**

Have a promo code?

Apply

By placing your order, you agree to the Globalindustrial.com Terms and Conditions

Place Order

This site is protected by reCAPTCHA and the Google Privacy Policy and Terms of Service apply.

Review Order

Delivery

Edit

Delivery Method

Get it by Sun, Mar 15, 2026

Shipping Address

Jason Dobbins
1342 Olympia Park Circle
Ocoee, FL 34761-2427
407-555-1212
jasondobbins.lakeolympiahoa@gmail.com

Payment

Edit

Payment Type

PayPal

Order Summary

Product Total	$149.99
Delivery	$23.74
Tax	$11.29
	Tax Information
Order Total	**$185.02**

Check out with PayPal

Summary (1 Item)

Edit

Shipping: **Get it by Sun, Mar 15, 2026**

Klutch 1200-Lb. Capacity 6-Wheel All-Terrain Dolly

Item # 5859842

$149.99

~~Reg $169.99~~ Save $20.00

Order today to get this price.

Qty: 1

Review Order

Free delivery, Fri, Mar 20–Tue, Mar 24

Jason Dobbins
1342 Olympia Park Circle, Ocoee, FL 34761

Edit

Delivery instructions

Gate codes or other useful information Add

Items details Hide details

Arrives between Fri, Mar 20 — Tue, Mar 24 1 item

Sold and shipped by Cloudot Trade
Free delivery

6-Wheel All-Terrain Mover, 1200-LB Capacity All-Terrain Mover, Heavy Duty Furniture Dolly for Moving Large, Heavy Objects & Daily Furnitur... **$185.13**

Remove − 1 +

Place order for $197.16

By placing this order, you agree to our Privacy Policy and Terms of Use

Subtotal (1 item)	$185.13
Delivery	Free
Estimated taxes	$12.03
Estimated total	**$197.16**

Have a promo code?

Walmart.com

SHOPPING CART

Continue to Checkout

Log in or Register for a Mytee Products account and earn **189 Mytee Bucks** for this order

ITEM		PRICE	QTY	SUBTOTAL
	40" x 22" Six Wheel All Terrain Dolly - 1,200 lbs WLL, 10" Casters SKU:MD-PC4022	$188.59	1	$188.59

Add to Wishlist

Continue Shopping | Delete Selected Items | Update Cart | Continue to Checkout

Apply Discount Code

Purchased the mighty Side Puller for my tow truck. This is a great investment at affordable cost. Excellent Made quality product. Along with all my other purchases, I continue to buy supplies for my equipment every couple months

★★★★★

Bryan

✓ Verified Purchase

Communication about order was good and product arrived as scheduled and was exactly what we were expecting.

★★★★★

DAVID

✓ Verified Purchase

They ship your order in a timely manner every time

★★★★★

Jimmy

✓ Verified Purchase

Summary

Estimate Shipping and Tax

Enter your destination to get a shipping estimate.

United States

Florida

34761

Order $811.41 more to get FREE SHIPPING

$0 $1000

Ground Shipping

- Standard Delivery 3-5 days (Fri, Mar 20) $20.12
- 2 Day Delivery (Mon, Mar 16) $171.72
- 1 Day Delivery (Fri, Mar 13 Delivers by 8:00 pm) $242.30

Store Pick-Up Note: Order is NOT Shipped

- Store Pick-Up From 30701 Carter St. , Solon, Ohio, 44139 $0.00

Subtotal	$188.59
Shipping	$20.12
Tax	$13.57
Order Total	**$222.28**

Continue to Checkout

Check out with PayPal

PayPal CREDIT

HOA MANAGEMENT INC.

RELIABLE - HONEST - EFFICIENT

Date: March 12th, 2026

Subject: 2026 City of Ocoee Neighborhood Matching Grant Application

To Whom it May Concern,

Please see the attached application for the City of Ocoee Neighborhood Matching Grant Program on behalf of the Amber Ridge Homeowners Association. This application is being submitted by the management company, HOA Management INC. We look forward to hearing from you.

Sincerely,

HOA Management Inc

Phone: (407) 232-9410 | Fax: (877) 276-2702 | Email: info@hoamanagementinc.com
Office Address: 112 S. Bluford Ave., Ocoee, FL 34761
Mailing Address: PO Box 314, Ocoee, FL 34761
www.HOAManagementinc.com

City of Ocoee

Neighborhood Matching Grant

APPLICATION

ocoee
florida

Fiscal Year 2025/2026

Applications are available online at Ocoee.org and at City Hall. Deadline to

Deadline to submit applications is March 13, 2026 by 5 p.m.

Program Description

The Ocoee Neighborhood Matching Grant Program was created to assist residents in making improvements to their neighborhoods.

Who is Eligible?

Homeowner Associations (HOA) and Non-HOA neighborhoods may apply as long as they can demonstrate that their project provides a benefit to the community. These neighborhoods must be located within the Ocoee city limits.

Homeowner Associations and Non-HOAs may only apply for grant funds every other year.

The City will award up to $2,000 for eligible projects. This is a 50% matching grant. Therefore, if the applicant's total project cost is $4,000, the City will reimburse the HOA or Non-HOA $2,000. If the project cost is $2,000, then the City will reimburse the HOA $1,000. The applicant/group will need to provide three (3) quotes for each project.

The City will reimburse the applicant for the work that is completed based on the actual project costs. Reimbursement will be based on proof of purchase for materials and/or paid invoices from a vendor. If the actual project costs exceed the amount listed on the application, the applicant must pay the difference. If the actual project cost is less than the amount listed on the application, the City will only reimburse for half of the actual costs incurred, up to $2,000.

Additional Required Documents

Applicants must show that a neighborhood group exists. If the neighborhood has an HOA, it must have its organizational structure vote on and approve a motion to submit an application to the Ocoee Neighborhood Matching Grant Program. Minutes reflecting the vote must be attached to the application.

For those applicants who do not have a HOA, you must provide a letter with signatures of all neighborhood participants, along with their addresses and phone numbers. The letter must state the Non-HOA group has agreed to submit a grant application.

Eligible Projects

Projects should benefit and enhance the neighborhood. *Projects must be completed within six months.* Grant funds may not be used to supplement regular operating budgets. A project must fit into one of the following categories:

1) Entry Beautification and Identification
2) Open Space and Common Area Enhancements
3) Security and Safety Improvements

REMOVE THIS PAGE BEFORE SUBMITTING YOUR APPLICATION

Application Process

(1) All applicants are strongly encouraged to contact Community Relations at 407-905-3100, x-1530 with any questions while completing their application. If a neighborhood seeks to submit a grant, a representative from the City may assist the neighborhood upon request in preparing the grant.

(2) Grant applicants must identify all permits required to complete the project and all permit costs should be reflected in the project budget summary.

(3) Applicants must submit at least two (2) and no more than five (5) photos showing the physical location of their project. These will be considered "Before" photos. Once grant recipients are chosen, they will also be required to submit 2-5 photos depicting workdays. These will be considered "During" photos. Lastly, 2-5 photos showing the final product or end result of the grant will be required as the "After" photos.

(4) Each organization must submit three (3) written quotes for any cost of more than $1,000 on a proposed project. Each quote must be from a separate company. The applicant doesn't have to go with the lowest quote, as long as there is a valid reason for using another business.

(5) **Grant Application Due: March 13, 2026 by 5 p.m.** Applications must have original signatures. No faxed proposals will be accepted.

Completed applications shall be sent to: City of Ocoee - Grant Program, 1 North Bluford Avenue, Ocoee, FL 34761.

(6) **City Commission Approval** – Grant applicants will be notified if their application was approved to begin their improvement projects.

(7) **Project Deadline: August 21, 2026.** Projects shall be completed. All paid invoices, cancelled checks and proof of purchase documents must be submitted to the City for grant reimbursement along with the required "During and "After" photos.

REMOVE THIS PAGE BEFORE SUBMITTING YOUR APPLICATION

City of Ocoee
Neighborhood Matching Grants Program

PLEASE PRINT OR TYPE

Name of Neighborhood: Amber Ridge

Project Leader: Lou Forges

Address for Project Leader: 112 S. Bluford Ave. Ocoee, FL 34761

Project Leader (Cell) (407) 592-7710 Project Leader (Home) (407) 592-7710

Email Address: Lou@hoamanagementinc.com

What is the name of your proposed project?

1) Entry Beautification and Identification

2) Open Space and Common Area Enhancements

3) Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

Open space enhancment $ repair, and entrance beautification.

Does your neighborhood have an official Homeowners Association (legal entity)? Yes

If Yes: (If No, skip to next section.)

When was it formed? 1991 How many members are in the association? 138

Are the members all homeowners in the neighborhood? Yes

What is the official Homeowner Association's organizational structure? (President, V.P., Committees, etc.): Board of Directors

How does the association elect its leadership? When and how often are elections held?

Elections at Annual member meeting. Once a year.

If your neighborhood does NOT have an HOA:

Do you have an active neighborhood group?_____ When was it organized?_____

How many members are in the group?_____

How many homes are in your neighborhood?_____

Does your group have an organizational structure? (President, Vice-President, Committees, etc.)

What is the dollar amount being requested? **(dollar amounts must be matched by the neighborhood. The maximum grant award is $2,000.)** $2,000.00

Briefly describe the proposed project: The proposed project will focus on repairing the retention pond located at the rear of the neighborhood to prevent further erosion & protect the land and property of the adjacent homeowners. It will also include remulching & replanting, shrubs & flowers at the entrance sign that were damaged due to the freeze.

List the project goals:

(1) Improve the condition and functionality of the retention pond

(2) Protect & preserve the residential lots bordering the retention pond

(3) Enhance the appearance of the entrance for current & prospective owners.

What is the location of the proposed project? (Attach 2-5 photos documenting existing conditions of the project site)

Front and back of neighborhood.

For physical improvements (landscaping, entrance sign, gazebo, etc.), please define the exact site location(s). Use street names and measurements from the curb, including measurements from sidewalks, if applicable. Also provide measurements of the project (height, width, length) and **attach a drawing**.

For physical improvements, will it be located on:

Public Right-of-Way: _____

Private Property: _____

Common Area Owned by the Homeowners Association: _____
(Include written permission from the appropriate government agency if located in the right-of-way; or owner if located on private property.)

HOA's, please attach the meeting minutes reflecting the membership vote of approval for the proposed grant project. Non-HOA's, please attached a letter with signatures. See page 2.

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on _____ (date), and attached are the minutes/letter reflecting this vote.

Lincoln Forges

Print name of person preparing application

Signature of Project Leader

Signature of person preparing application

Date: 03/05/2026

Signature of Neighborhood President

Date: 3-05-2026

Amber Ridge Homeowners Association, Inc.

A Not-for-Profit-Corporation

Minutes of Board of Directors' Annual Membership Meeting
Tom Ison Center
1701 Adair St.
Ocoee, FL 34761
March 5th, 2026

Statement of Quorum: Quorum for membership annual meeting could not be established.

Call to Order: Felix Waitches called the Board of Directors meeting to order at 7:10pm.

Those in attendance were as follows:

Board Members
Felix Waitches, President
Auruney Seegobin, Vice President

Management Company
Lou Forges, CAM HOA Management, Inc
Lincoln Forges, HOA Management, Inc.
Jody Fischer, HOA Management, Inc. Consultant

Homeowners: Nicole Shelley, Juanita Flowers, Theodore Williams, Gene Bodine, Collette Seaton, Shelby Richardson, Nicholas Morrissey, Kayla G

Secretary's Report: Felix made a motion to approve meeting minutes from 10/16/2025, Auruney seconded. Unanimous.

Treasurer's Report – Lou Forges presented the current balances of the Amber Ridge accounts. There is currently $7,173.91 in past due accounts. Two homeowners have had their balances settled with the law firm.

Management Report: Lou & Lincoln informed the board and homeowners that HOA Management Inc. is in the process of switching from SenEarthCo to Buildium as our new back office system. This change was initiated because of the constant issues both homeowners & the management company have faced when using SenEarthCo. Buildium will be more efficient for the Management company when it comes to financials and violations/ARB applications. Fees for payments through Buildium have also been decreased for the homeowner.

Old Business: We have received a quote from Dragonfly Pond Works for cleanup of the retention pond in the rear of the neighborhood for $5,400.00. In an effort to help offset the costs, Lincoln told the board about the City of Ocoee Neighborhood Matching Grant Program. The City of Ocoee is providing funds up to $2,000 to help local neighborhoods make improvements. Lincoln stated that Amber Ridge would be submitting an application to help with the pond cleanup and entrance beautification. Felix made a motion to approve that HOA Management Inc. can send an application on behalf of the Amber Ridge community. Auruney seconded. Unanimous.

New Business: Amber Ridge has also received a quote from Active Environmental pertaining to cleanup and beautification of the front entrance. The quote was for $1,068.00. The work would entail removing dead plants, replacing wrong color pavers, cutting the vegetation from the palms to encourage new growth, and planting new bushes & flowers.

The board has agreed to introduce a third board meeting for the Amber Ridge Homeowners Association. This meeting will be scheduled for before the budget meeting in October. HOA Management Inc. will update the board of directors of potential meeting dates and the meeting will be on a Thursday at 7 PM.

Adjournment –

Felix made a motion to adjourn the meeting at 8:17 PM, and Auruney seconded. Unanimous.

Submitted by:

_____ _____

Felix Waitches, President

Lincoln Forges, HOA Management Inc.

dragonfly POND WORKS

Proposal #37156

Date: 2/3/2026

Customer:
Lou Forges HOA Mgmt Inc 11 Croomia Ct Ocoee, FL 34761 On behalf of: Amber Ridge - Hereinafter collectively referred to as "Client" or "Owner."

Property:
Amber Ridge 11 Croomia Ct Ocoee, FL 34761

Debris Removal

Dragonfly will provide pond maintenance and repair services as described below. **This proposal scope and price is valid for for a period of 90 days.** Please note:

- For jobs $25k or greater, a 20% down payment is required prior to mobilizing
- Any additional repairs found during initial work and not included in this scope will be brought to your attention and can be addressed at additional cost with prior approval
- Unless otherwise stated below, all Professional Engineering and survey work will be provided by others
- We need clear access to pond area for equipment and loading
- Access repair includes smoothing and grading of any disturbed areas followed by seeding and straw application; does not include sod or watering
- Any damage to the curbs, sidewalks, or parking lot will be addressed separately and at additional cost with client approval; we will take care to avoid damage

Inspection Repairs

Debris Removal

Includes labor and equipment to remove fallen and dead tree limbs in basin area within top of bank.

One 50 yd grapple truck will be disposed of off site, may need additional loads upon client approval.

Debris Removal:	$5,400.00

Subtotal	$5,400.00
Estimated Tax	$0.00
Total	**$5,400.00**

Terms & Conditions

TERMS & CONDITIONS:

1. PAYMENT TERMS. Dragonfly Pond Works expects prompt payment for its Work. Toward that end, payment terms are as follows: the client will be billed either at the end of the project or in accordance with the payment schedule and terms outlined in this proposal. The payment terms for open invoices will be net 15 unless otherwise agreed upon between parties - an interest charge of 5% per month shall be applied to all balances over 30 days old. Dragonfly Pond Works and Client understand and agree that the prevailing party in a dispute, whether in a court of competent jurisdiction or in arbitration, shall be entitled to recovery of all costs, including attorney's fees, collection fees, interest and court costs and/or arbitration fees. Dragonfly Pond Works accepts checks, ACH, and credit card payments. Any fees incurred by Dragonfly in the course of accepting payments are subject to being added to customer billing to offset the impact of these fees to Dragonfly.
2. OFFER. This proposal constitutes an offer by Dragonfly Pond Works, LLC to perform the services described in the proposal (the "Work") for Client in accordance with these terms and conditions. The proposal, including these terms and conditions and all other documents incorporated by reference shall, when accepted by Client, constitute the entire agreement of the parties regarding the Work. This proposal is good for a period of 90 days from Proposal Date.
3. ACCESS AND AUTHORIZATION. Client shall provide Dragonfly Pond Works with all necessary access to the area(s) in which the Work is to be performed. Unless otherwise specified, Client warrants that it has obtained (or will obtain prior to performance of the Work) all necessary permits, licenses, consents and authorizations required in connection with the performance of the Work. Delays related to Client's (1) change in schedule, (2) failure to provide access to the property, and/or (3) failure to obtain required documentation may result in additional fees charged to the Client. Client shall maintain property insurance at or above the limits and coverage that are in place at the time of executing this agreement.
4. STRUCTURES AND UTILITIES. In the execution of the Work, Dragonfly Pond Works will take reasonable precautions to avoid damage to subterranean structures, roads, sidewalks and utilities. Any repairs to structures not specified or included on the repair scope and/or not accurately located and called out by the Client will be billed back to the Client on a time and materials basis plus a 15% fee. Any stumps, culverts, rocks or other obstacle will not be removed during project execution without a written change order signed by the Client and an authorized representative of Dragonfly Pond Works, which shall include the cost of removal and associated replacement and an extension of the project completion deadline, if applicable.
5. WARRANTY. Dragonfly Pond Works will perform the Work in a competent, professional manner in accordance with the customary standards of performance of the industry. Unless specifically set forth in this Agreement, Dragonfly Pond Works does not warrant or represent that the Work or any products will achieve any specific result, outcome, or performance. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by Dragonfly Pond Works and that the data interpretations and recommendations of Dragonfly Pond Works' personnel are based solely on the information available to them. Dragonfly Pond Works is not licensed to provide professional engineering and/or surveying opinions on the appropriate scope of work necessary to achieve a particular result. Dragonfly Pond Works encourages Client to retain a licensed engineer and/or surveyor to assess Client's needs and approve of the scope of work set forth herein. If Client declines to retain a licensed engineer and/or surveyor, Client assumes that risk that the scope of work contained herein will not achieve the desired results. If equipment is supplied as part of this agreement, Client agrees that Dragonfly Pond Works will not be liable for any claims due to defective equipment or materials manufactured by third parties other than Dragonfly Pond Works.
6. RELATIONSHIP OF THE PARTIES. In performing the Work, Dragonfly Pond Works shall be acting in the capacity of an independent contractor to Client, and nothing herein shall be deemed to create a partnership, agency, joint venture or any other relationship between the parties.
7. INDEMNIFICATION. Client agrees to indemnify and hold Dragonfly Pond Works harmless from and against any and all damages, claims, delays, or costs (including court costs and attorneys' fees) associated with or arising out of the Work to the fullest extent permitted by law, except to the extent any damages, claims, delays, or costs are ruled by a Court (or, if appliable, an arbitrator with jurisdiction over Dragonfly Pond Works) to have been caused by the negligence of Dragonfly Pond Works.
8. FORCE MAJEURE. Neither party shall be liable to the other party for its failure or delay in performing its obligations hereunder due to any contingency beyond such party's reasonable control, including, without limitation, acts of God; fires; floods; wars; acts of war; sabotage; accidents; labor disputes or shortages; changes or interpretations of governmental laws, ordinances, rules and regulations; inability to obtain power, material, equipment or transportation; and any other similar or dissimilar contingency.

9. CHANGE ORDERS. Client may, upon written notice to Dragonfly Pond Works, request Dragonfly Pond Works to make changes in the scope of the Work. Dragonfly Pond Works shall thereupon use reasonable efforts to make such changes provided that if any requested changes cause an increase in the cost or time required for Dragonfly Pond Works' performance and delivery, Client shall execute an agreement, in form and substance satisfactory to Dragonfly Pond Works, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery. This includes additional costs as related to unforeseen permits, fees and changes in required coverages.
10. NON-SOLICITATION OF EMPLOYEES. During the term of this agreement, and for a period of two (2) years thereafter, neither party shall, directly or indirectly, for such party's own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have performed services under this agreement, without the other party's express written consent.
11. COMPENSATION. Client shall pay Dragonfly Pond Works for the Work in the amounts and at the times and in the manner set forth in the proposal.
12. NOTICES. Any notice required or permitted to be given hereunder shall be deemed to have been duly given if delivered by hand or sent by registered or certified mail, return receipt requested, and addressed: if to Dragonfly Pond Works, LLC PO Box 1089, Apex NC 27502; the address shown on the front hereof, or to such other address(es) which the parties may respectively designate to one another in accordance herewith. Notices shall be deemed to have been given on the date of mailing or hand delivery. The post office receipt showing the date of mailing shall be "prime facie" evidence thereof.
13. GOVERNING LAW and ARBITRATION. The agreement between the parties regarding the Work and their rights and obligation thereunder shall be governed by and construed in accordance with laws of the State of North Carolina. The parties agree that, to the fullest extent permissible under applicable law, any claims, disputes, or lawsuits arising out of or relating to this agreement or the Work shall be subject to final and binding arbitration. The arbitration shall be conducted pursuant to the Federal Arbitration Act and the North Carolina Revised Uniform Arbitration Act, using one arbitrator, applying North Carolina law, and conducting the arbitration in Raleigh, North Carolina. The parties intend to expedite the arbitration and limit discovery so as to reduce the costs of arbitration, and expressly agree to conduct the arbitration and obtain a final ruling from the arbitrator within six months of the arbitrator being appointed. The parties expressly agree that the arbitrator shall have the power, jurisdiction, and authority to award the prevailing party all costs, including attorney's fees, collection fees, interest, court costs and/or arbitration fees.

By	_____	**By**	_____
	Ryan Miller		
Date	2/3/2026	**Date**	_____
	Dragonfly Pond Works, LLC		**Amber Ridge**

Generated by WebToPDF.NET Evaluation

Estimate #8148

P.O. Box 1669
Minneola, FL 34755
Orange:407-295-1055 Lake:352-243-0050
Fax:352-243-5661
www.activeinc.net

Date: 3/2/2026
Estimate Valid Through: 4/1/2026
Service Address: Amber Ridge HOA, Ocoee, FL 34761

Dear Amber Ridge HOA:

You recently requested pricing information from our company. Here is our quote:

Description	Quantity	Rate	Amount
Landscape Labor per Hour	3	75.00	225.00
* Demo dead plants			
* Replace the wrong color pavers			
* On the palms, my recommendation is for us to cut all the vegetation off. This will force new growth so we can better see what is living and what is dead. I will loo at them again in April and make suggestions at that time.			
3-Gallon Indian Hawthorne	14	12.00	168.00
1-Gallon Blue Daze	20	8.50	170.00
Hardwood Chips per Yard	4	95.00	380.00
Pavers	15	5.00	75.00
Dump Fee	1	50.00	50.00
		Subtotal	$1,068.00
		Sales Tax	$0.00
		Total	$1,068.00

Late Payment / Interest Charge / Inclusions - A late payment/interest charge per month of 1 1/2 percent or $5.00, whichever is greater, will apply to balances not paid within thirty (30) days of the invoice date. Failure to note this charge on any statement of account or request for payment does not constitute a waiver of the same. Active will not be responsible for any decorative landscaping damage (for example: landscape borders). Active is not responsible for any underground utility lines, irrigation, concrete, decorative curbing, power lines, phone cable, broken driveways, sidewalks and cable T.V.
Attorney's Fees / Venue - Should either party file a civil lawsuit to enforce terms of this Contract, the prevailing party shall be entitled to recovery of its reasonable attorney's fees, court costs, and nontaxable expenses from the non-prevailing party in any litigation. Any legal proceedings arising from any cause of action hereto shall be exclusively in Lake County, Florida.

50% Due Upon Proposal Acceptance - Remainder Due Upon Completion
We accept Visa, MasterCard, Discover and American Express for a processing fee.

Thank you for giving us the opportunity to bid on your project!

Sincerely,
Active Environmental, Inc.

Click here to unlock WebToPDF.NET

Amber Ridge

Amber Ridge

HOA MANAGEMENT INC.

RELIABLE - HONEST - EFFICIENT

Date: March 12th, 2026

Subject: 2026 City of Ocoee Neighborhood Matching Grant Application

To Whom it May Concern,

Please see the attached application for the City of Ocoee Neighborhood Matching Grant Program on behalf of the Richfield Homeowners Association. This application is being submitted by the management company, HOA Management INC. We look forward to hearing from you.

Sincerely,

HOA Management Inc

Phone: (407) 232-9410 | Fax: (877) 276-2702 | Email: info@hoamanagementinc.com
Office Address: 112 S. Bluford Ave., Ocoee, FL 34761
Mailing Address: PO Box 314, Ocoee, FL 34761
www.HOAManagementinc.com

City of Ocoee

Neighborhood Matching Grant

APPLICATION

ocoee
florida

Fiscal Year 2025/2026

Applications are available online at Ocoee.org and at City Hall. Deadline to

Deadline to submit applications is March 13, 2026 by 5 p.m.

Program Description

The Ocoee Neighborhood Matching Grant Program was created to assist residents in making improvements to their neighborhoods.

Who is Eligible?

Homeowner Associations (HOA) and Non-HOA neighborhoods may apply as long as they can demonstrate that their project provides a benefit to the community. These neighborhoods must be located within the Ocoee city limits.

Homeowner Associations and Non-HOAs may only apply for grant funds every other year.

The City will award up to $2,000 for eligible projects. This is a 50% matching grant. Therefore, if the applicant's total project cost is $4,000, the City will reimburse the HOA or Non-HOA $2,000. If the project cost is $2,000, then the City will reimburse the HOA $1,000. The applicant/group will need to provide three (3) quotes for each project.

The City will reimburse the applicant for the work that is completed based on the actual project costs. Reimbursement will be based on proof of purchase for materials and/or paid invoices from a vendor. If the actual project costs exceed the amount listed on the application, the applicant must pay the difference. If the actual project cost is less than the amount listed on the application, the City will only reimburse for half of the actual costs incurred, up to $2,000.

Additional Required Documents

Applicants must show that a neighborhood group exists. If the neighborhood has an HOA, it must have its organizational structure vote on and approve a motion to submit an application to the Ocoee Neighborhood Matching Grant Program. Minutes reflecting the vote must be attached to the application.

For those applicants who do not have a HOA, you must provide a letter with signatures of all neighborhood participants, along with their addresses and phone numbers. The letter must state the Non-HOA group has agreed to submit a grant application.

Eligible Projects

Projects should benefit and enhance the neighborhood. *Projects must be completed within six months.* Grant funds may not be used to supplement regular operating budgets. A project must fit into one of the following categories:

1) Entry Beautification and Identification
2) Open Space and Common Area Enhancements
3) Security and Safety Improvements

REMOVE THIS PAGE BEFORE SUBMITTING YOUR APPLICATION

Application Process

(1) All applicants are strongly encouraged to contact Community Relations at 407-905-3100, x-1530 with any questions while completing their application. If a neighborhood seeks to submit a grant, a representative from the City may assist the neighborhood upon request in preparing the grant.

(2) Grant applicants must identify all permits required to complete the project and all permit costs should be reflected in the project budget summary.

(3) Applicants must submit at least two (2) and no more than five (5) photos showing the physical location of their project. These will be considered "Before" photos. Once grant recipients are chosen, they will also be required to submit 2-5 photos depicting workdays. These will be considered "During" photos. Lastly, 2-5 photos showing the final product or end result of the grant will be required as the "After" photos.

(4) Each organization must submit three (3) written quotes for any cost of more than $1,000 on a proposed project. Each quote must be from a separate company. The applicant doesn't have to go with the lowest quote, as long as there is a valid reason for using another business.

(5) **Grant Application Due: March 13, 2026 by 5 p.m.** Applications must have original signatures. No faxed proposals will be accepted.

Completed applications shall be sent to: City of Ocoee - Grant Program, 1 North Bluford Avenue, Ocoee, FL 34761.

(6) **City Commission Approval** – Grant applicants will be notified if their application was approved to begin their improvement projects.

(7) **Project Deadline: August 21, 2026.** Projects shall be completed. All paid invoices, cancelled checks and proof of purchase documents must be submitted to the City for grant reimbursement along with the required "During and "After" photos.

REMOVE THIS PAGE BEFORE SUBMITTING YOUR APPLICATION

City of Ocoee
Neighborhood Matching Grants Program

PLEASE PRINT OR TYPE

Name of Neighborhood: Richfield

Project Leader: Lou Forges

Address for Project Leader: 112 S. Bluford Ave., Ocoee, FL. 34761

Project Leader (Cell) 407-592-7710 Project Leader (Home) 407-592-7710

Email Address: Lou@hoamanagementinc.com

What is the name of your proposed project?

(1) Entry Beautification and Identification

2) Open Space and Common Area Enhancements

3) Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

Entrance beautification

Does your neighborhood have an official Homeowners Association (legal entity)? yes

If Yes: (If No, skip to next section.)

When was it formed? 1999 How many members are in the association? 71

Are the members all homeowners in the neighborhood? yes

What is the official Homeowner Association's organizational structure? (President, V.P., Committees, etc.): Board of Directors, ARB Committee

How does the association elect its leadership? When and how often are elections held?

Elections at annual member meeting
Once a year

If your neighborhood does NOT have an HOA:

Do you have an active neighborhood group?_____ When was it organized?_____

How many members are in the group?_____

How many homes are in your neighborhood?_____

Does your group have an organizational structure? (President, Vice-President, Committees, etc.)

What is the dollar amount being requested? **(dollar amounts must be matched by the neighborhood. The maximum grant award is $2,000.)** ~~$2,000~~ $546.28 + Per email 3/18/24, 3:18pm

Briefly describe the proposed project: Shrub replacement, new plants and ground cover. Clean the sign

List the project goals:

(1) replace old and damaged plants

(2) Enhance the visibility of the sign

(3)

What is the location of the proposed project? (Attach 2-5 photos documenting existing conditions of the project site)
Entrance of Community at intersection of Johio Shores and Richfield Cove Dr.

For physical improvements (landscaping, entrance sign, gazebo, etc.), please define the exact site location(s). Use street names and measurements from the curb, including measurements from sidewalks, if applicable. Also provide measurements of the project (height, width, length) and **attach a drawing**.

For physical improvements, will it be located on:

Public Right-of-Way:

Private Property:

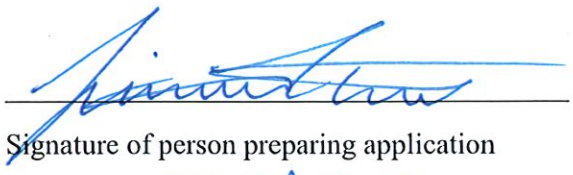
Common Area Owned by the Homeowners Association: Richfield Entrance
(Include written permission from the appropriate government agency if located in the right-of-way; or owner if located on private property.)

HOA's, please attach the meeting minutes reflecting the membership vote of approval for the proposed grant project. Non-HOA's, please attached a letter with signatures. See page 2.

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on _____ (date), and attached are the minutes/letter reflecting this vote.

Lincoln Forges

Print name of person preparing application



Signature of person preparing application

Date: 03/05/2026

Lou Forges

Signature of Project Leader

Signature of Neighborhood President

Date:

ESTIMATE

The Landscape Butler, LLC
2455 Andre Ct
Ocoee, FL 34761

TheLandscapeButler@gmail.com
+1 (407) 421-4599

Bill to
The Richfield HOA

Ship to
The Richfield HOA

Estimate details
Estimate no.: 1097
Estimate date: 03/17/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**Quote**	Blue My Mind (1) gal @ $5.26 per plant	32	$5.26	$168.32
2.	**Quote**	(4) bags of top soil	4	$6.99	$27.96
3.	**Services**	To pull up existing boxwood and replant, pull out the dead Crotons, install Blue My Mind		$350.00	$350.00

Total **$546.28**

Accepted date **Accepted by**

Richfield

Richfield

ESTIMATE

The Landscape Butler, LLC
2455 Andre Ct
Ocoee, FL 34761

TheLandscapeButler@gmail.com
+1 (407) 421-4599

Bill to
The Richfield HOA

Ship to
The Richfield HOA

Estimate details
Estimate no.: 1097
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Total **$546.28**

Accepted date **Accepted by**

Spring Lake
RESERVE
HOA
of the month

Spring Lake Reserve City of Ocoee Matching Grant FY 2025-2026 Proposal

Table of Contents

1. Cover Letter
2. Grant Application
3. Board of Directors Meeting Minutes (to be provided NLT March 19,2026)
4. Site Map
5. Before Pictures
    a. Front entrance sod replacement
    b. Remove dead shrubs and install mulch along brick wall that extends along AD Mims Road
    c. Mulch three common area pocket parks
    d. Replace dead jasmine bed at front east entrance and mulch area
    e. Mulch around mailbox kiosk and pool cabana
6. Vendor Quotes
    a. Harmon Landscaping
    b. JLC Outdoors
    c. FS Landscaping solutions

Spring Lake
RESERVE

Spring Lake Reserve HOA Board of Directors
Darnell D. Barber Moye, President
Jan Jones, Vice President
Karimah Adderly, Secretary Treasurer
C/0 Gabi Mathre, LCAM
Community Management Associates
71 S. Central Avenue
Oviedo, Fl 32765
407-359-7202

March 13, 2026

Re: City of Ocoee Neighborhood Matching Grant FY 2025/2026

Dear Sir:

On behalf of the Spring Lake Reserve HOA Board of Directors, we are delighted to submit the enclosed grant application for the Neighborhood Matching Grant for FY 2025/2026.

Due to pre-planned scheduling of quarterly Board meetings our Property Manager will provide us with a copy of the most recent meeting minute that shows the Boards vote to approve the HOA applying for this grant. We appreciate the City of Ocoee allowing us to submit this information no later than COB March 19, 2026.

Also, please note that our proposal includes two complete vendor quotes with one vendor submitting a partial quote.

If you have questions or if we have omitted any required items, please let us know. Our point of contact is Darnell D. Barber Moye, President of the Spring Lake Reserve HOA Board of Directors. She may be reached at 703-628-0931 or via email at Springlakerespres@gmail.com

Thank you very much,

Sincerely,

Darnell D Barber Moye, President
On behalf of the
Spring Lake Reserve HOA Board of Directors

City of Ocoee
Neighborhood Matching Grants Program

RECEIVED 3/13/16

PLEASE PRINT OR TYPE

Name of Neighborhood: Spring Lake Reserve

Project Leader: Darnell Barber Moye

Address for Project Leader: 1829 Vista Meadows Drive, Ocoee, FL 34761

Project Leader (Cell) 703-628-0931 Project Leader (Home) _____

Email Address: Springlakerespres@gmail.com

What is the name of your proposed project?

1) Entry Beautification and Identification

2) Open Space and Common Area Enhancements

3) Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

Install mulch and/or plant enhancements to the common areas. Remove dead and/or thinning plants along exterior walls

Does your neighborhood have an official Homeowners Association (legal entity)? YES

If Yes: (If No, skip to next section.)

When was it formed? 4/20/2015 How many members are in the association? 79

Are the members all homeowners in the neighborhood? Yes

What is the official Homeowner Association's organizational structure? (President, V.P., Committees, etc.): Three Member Board of Directors with President, VP and Sect/Treasurer

How does the association elect its leadership? When and how often are elections held?

Directors serve a three year term. Terms are staggered with a term expiring each year. Elections are held at the Annual Membershipmeeting for expiring Director position.

If your neighborhood does NOT have an HOA:

Do you have an active neighborhood group? _____ When was it organized? _____

How many members are in the group? _____

How many homes are in your neighborhood? _____

Does your group have an organizational structure? (President, Vice-President, Committees, etc.)

What is the dollar amount being requested? **(dollar amounts must be matched by the neighborhood. The maximum grant award is $2,000.)** $2,000.00

Briefly describe the proposed project: Removing dead and/or thinning plants along exterior wall, install mulch in common areas (mailbox/pool cabana, pocket parks, and a along AD Mims Road),replace jasmine at entrance east wall.

List the project goals:

(1) Improve the neighborhood's streetscape;

(2) Maintain community attractiveness; and

(3) Promote community pride among residents

What is the location of the proposed project? (Attach 2-5 photos documenting existing conditions of the project site)
Enhance the common areas along AD Mims road, the community interior pocket parks, the community pool and mailbox facilities. (See highlighted areas on attached site map)

For physical improvements (landscaping, entrance sign, gazebo, etc.), please define the exact site location(s). Use street names and measurements from the curb, including measurements from sidewalks, if applicable. Also provide measurements of the project (height, width, length) and **attach a drawing**.

For physical improvements, will it be located on:

Public Right-of-Way: No

Private Property: No

Common Area Owned by the Homeowners Association: Yes
(Include written permission from the appropriate government agency if located in the right-of-way; or owner if located on private property.)

HOA's, please attach the meeting minutes reflecting the membership vote of approval for the proposed grant project. Non-HOA's, please attached a letter with signatures. See page 2.

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on 3/17/2026 (date), and attached are the minutes/letter reflecting this vote.

Darnell D Barber Moye

Print name of person preparing application

Signature of person preparing application

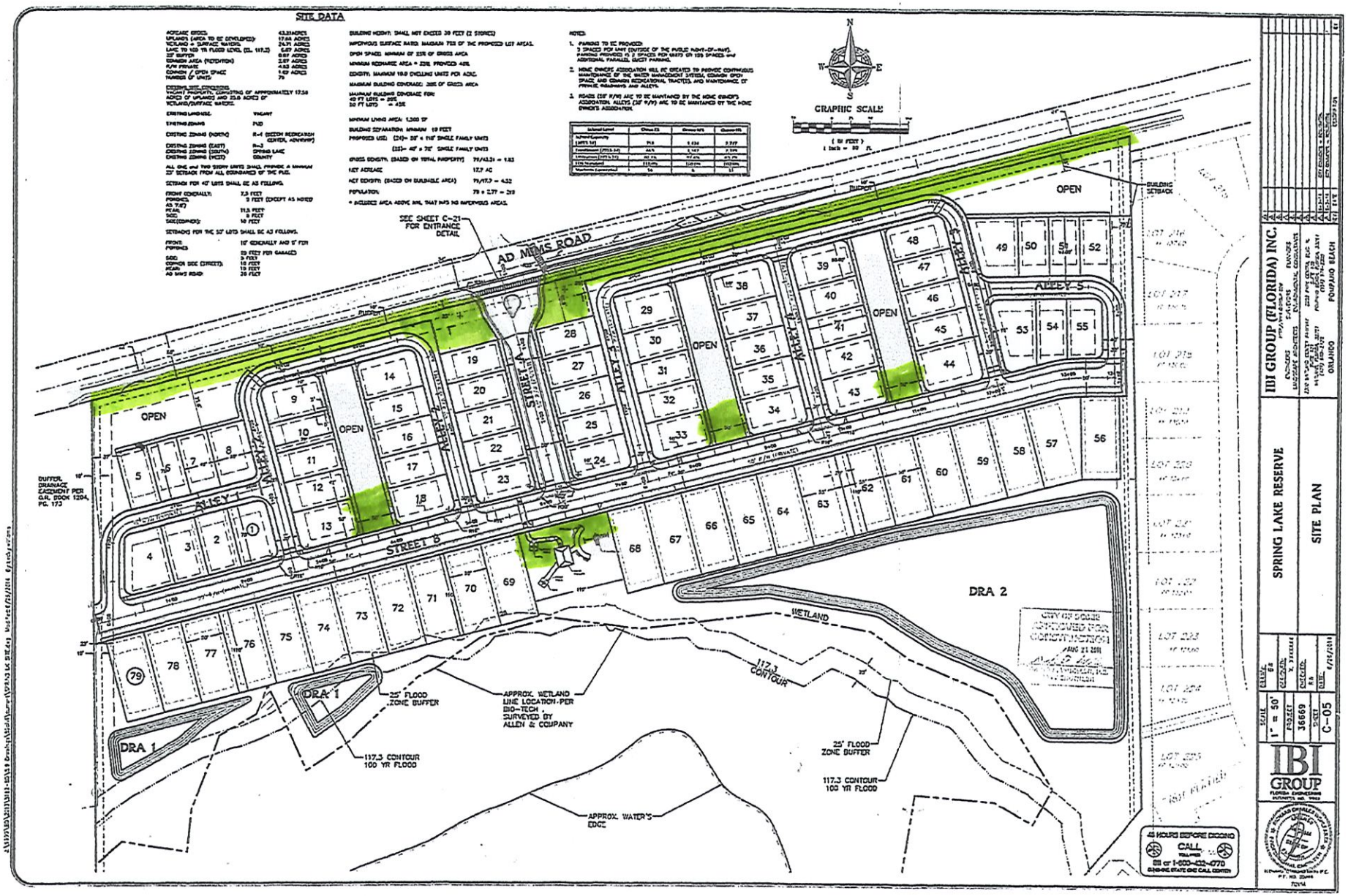
Date: 3/12/2026

Signature of Project Leader

Signature of Neighborhood President

Date: 3/12/2026

Site Map


SITE DATA
AD MIMS ROAD
SEE SHEET C-21 FOR ENTRANCE DETAIL
OPEN
ALLEY 1
ALLEY 2
ALLEY 3
ALLEY 4
ALLEY 5
STREET A
STREET B
DRA 1
DRA 2
WETLAND
117.3 CONTOUR
25' FLOOD ZONE BUFFER
APPROX. WETLAND LINE LOCATION PER BIO-TECH SURVEYED BY ALLEN & COMPANY
117.3 CONTOUR 100 YR FLOOD
APPROX. WATER'S EDGE
BUFFER, DRAINAGE EASEMENT PER O.R. BOOK 1204, PG. 173
GRAPHIC SCALE
BUILDING SETBACK
48 HOURS BEFORE DIGGING CALL 811 or 1-800-432-4770
IBI GROUP (FLORIDA) INC.
SPRING LAKE RESERVE
SITE PLAN
SCALE 1" = 50'
DRAWN: KS
CHECKED: JL
PROJECT 36669
SHEET C-05
DATE 6/27/2011

BEFORE Pictures

Remove dead shrubs and mulch along brick wall that extends Along ADMins Road

RESERVE
Jasmine replacement
and mulch

Mailbox and
cabana mulch

Harmon Landscaping

Keeping Your Lawn & Garden Looking The Way You Want It!

Harmon Landscaping
Lakeside Woods Dr
Orlando FL, 32810
(321) 369-8954
HarmonLandscaping@yahoo.com
website:HarmonLandscapingllc.com

Date: March 6, 2026
Estimate: #0000010

Spring Lake Reserve
(703) 628-0931
Ad Mins Rd
Occee FL, 34761
springlakerepres@gmail.com

For: Fall cleanup
Mulch intstall

DESCRIPTION	QTY	PRICE	AMOUNT
Instill pine bark nuggets	1.00	$4,500.00	$ 4,500.00
Remove small hedge circle from around 25 trees	1.00	$875.00	875.00
Remove jasmine at the Lt side of front entrance and install new jasmine	1.00	$239.63	239.63
Remove existing grass, clean, level and grade area and install new sod	1.00	$900.00	900.00
Haul away yard debris	1.00	$200.00	200.00
Materials			
Pine bark nuggets (110 yards)	1.00	$4,380.00	4,380.00
Asiatic jasmine (50 plants)	1.00	$159.75	159.75
Heavy equipment and sod cutter	1.00	$348.44	348.44
3 pallets St Augustine Flotama grass	1.00	$614.50	614.50
Pickup and delivery of materials	1.00	$500.00	500.00

SUBTOTAL	$ 12,717.32
TAX RATE	
SALES TAX	-
Deposit	
TOTAL	$ 12,717.32

Notes

All labor, materials and equipment are included in the price above. Other services perform outside of agreed will be an extra cost. Final payment is due when job is finished

THANK YOU FOR YOUR BUSINESS!

J.L.C. OUTDOORS, INC.
Lawn & Landscape Services

J.L.C. Outdoors's Inc.
8130 N. Orange Blossom Trail
Orlando, FL 32810
(407)595-5818

Landscape Proposal

03/09/2026

Proposal Submitted to:

Spring Lake Reserve
1795 Vista Meadows Drive
Ocoee, FL 34761

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Plant Removal (AD Mims Road):

-Remove all duranta along AD Mims Road
-Remove thin areas of juniper in same beds (full areas to remain)
-Haul all debris

East Main Entrance Groundcover Replacement:

-Remove declined area of 'asiatic' jasmine
-Prep and grade for installation
-Supply and install (50) 1 gallon 'asiatic' jasmine
-Supply and install ½ cubic yard of pine bark fines mulch

Front Mulch (all beds along AD Mims Road and Main Entrance beds):

-Remove all existing leaves and landscape debris from beds
-Supply and install (86) cubic yards of pine bark mulch

Front Entrance Sod Replacement:

-Cut out existing sod in east and west main entrance areas with sod cutter
-Prep and grade for installation
-Haul all debris

-Supply and install 1,200 sq ft of 'floratam' saint augustine sod

Pool House Landscape:

*Mulch refresh from playground ramp on left, around front of poolhouse to podocarpus on the right, around mailbox area and oak bench on left side when facing

-Supply and install (10) cubic yards of pine bark mulch

Initial:

Three Pocket Parks mulch:

-Supply and install (4) cubic yards of pine bark mulch to cover dirt areas

All material is guaranteed to be as specified, and labor will be performed as specified in a workmanlike manner for the sum of $13,435.00 with $6,500.00 down payment and balance due upon completion.

Any alterations or deviation from above specifications involving extra costs will be executed only upon written order, and will become a extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control.

This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date Signature

PROPOSAL

FS Landscaping Solutions

8104 Citrus Hill Court
Orlando, FL 32818
(407) 289-6103

To:
Spring lake
Vista Meadows Drive
Ocoee, FL 34761

Proposal #	4631
Proposal Date	03/12/2026
Total Amount	**$5,650.00**

Item	Quantity	Price	Tax1	Tax2	Line Total
Remove Dead Shurbs Along AD Mims Road	1.0	$300.00			$300.00
Remove dead jasmine on East side of front entrance and replace with fresh plants and sod	1.0	$370.00			$370.00
St. Augustine sod for east and west side of community entrance	1.0	$1,700.00			$1,700.00
Pine Bark mulch (East and West side of Eagle Run entrance, Beds along AD Mims road, Front of three pocket parks, along Vista Meadows Dr, Pool Cabana and Mailbox Kiosk	1.0	$3,280.00			$3,280.00

Subtotal:	$5,650.00
Tax:	$0.00
Past Due Amount:	$0.00
Total Amount:	**$5,650.00**

-All florida materials #1.

Notes
We really appreciate this opportunity, do not hesitate in contact us any questions or comments.

SCAN WITH PHONE CAMERA TO OPEN THIS PROPOSAL ONLINE

Partial Quote

View Online: https://www.yardbook.com/my_invoice/209025

COMMUNITY MANAGEMENT
SPECIALISTS

71 S. Central Avenue
Oviedo, FL 32765
407-359-7202/Office
407-971-1490/Fax

Spring Lake Reserve Homeowners Association, Inc.
Board Meeting Minutes
March 17th, 2026| 6:00 PM |Zoom 288 349 0389

1. Call to Order

President Darnell "DD" Barber called the meeting to order at 6:02 PM.

2. Verification of Quorum and Proof of Notice

Board Members Present:

- Darnell "DD" Barber - Present
- Jan Jones – Absent
- Karimah Adderly – Present
- There were 4 homeowners on the call

DD verified proof of notice was posted at least 48 hours in advance.
Gabi Mathre, LCAM, represented Community Management Specialists (CMS).

3. Approval of Previous Meeting Minutes (09/22/2025)

DD made a motion to approve the previous meeting minutes, seconded by Karimah. Motion carried (2-0).

4. Manager's Report

As of 02/28/2026 the Association had $203,683.78 in Cash of which $171,157.15 was comprised of Reserve Funds. The month of February yielded $13,757.39 in Income and $11,470.00 in Expenses for a Net $2,287.39. January to February yielded $28,043.83 in Income and $23,617.00 in Expense for a net of $4,426.83. Accounts Receivable as of 02/28/2026 were $15,465.48.

5. Financials & Collections Report

- (1) Attorney Board Approval – Tabled to review further of request
- (5) Board Approval - Tabled to review further of request
- (1) Notice of Late Assessment
- (5) With Attorney

6. Compliance & ARC Report

- (14) First Notice
- (5) Second Notice
- (2) Check on Next Inspection
- (2) Additional Notes
- (9) Board to Advise - Tabled to review further of request

71 S. Central Avenue
Oviedo, FL 32765
407-359-7202/Office
407-971-1490/Fax

7. Old Business

- **2026 Budget –** DD made a motion to approve the 2026 Budget contingent on Karimah's recommendations seconded by Jan, and motion carried unanimously (3-0).
- **Ratify Access Reliability Estimate –** Jan made a motion to ratify Access Reliability Estimate seconded by Karimah and motion carried unanimously (3-0).
- **Quarterly Maintenance Agreement for Gate** – DD made a motion to approve maintenance agreement for the gate seconded by Jan, and motion carried unanimously (3-0).
- **Estimate for Battery Repair on Gate –** Karimah made a motion to approve estimate for battery repair seconded by Jan, motion carried unanimously (3-0).
- **Reserve Study** – Board would like reserve study to be completed for the association in 2026.
- **2026 Coupons –** The board would like to opt out of paper coupons being sent to homeowners for 2026. CMS to follow up if this is permissible.
- **Paper Communications –** The board would like homeowners to opt out of paper communications. CMS to follow up if this is permissible.

8. New Business

- **Ratify Estimate to Relocate Pool Drainpipe –** Karimah made a motion to ratify the approval of the estimate to relocate the pool drainpipe seconded by DD, and motion carried (2-0).
- **Discuss Insurance Coverage –** The board would like to reduce coverage on the wooden crossbar fence and vinyl fence. They also want to ensure they have appropriate coverage on the brick wall outside the community, pool and cabana area.
- **Discuss Landscape from Freeze** – DD stated the association will not know what is dead or alive until Summer. The association will review possible dead plants at this time and will make appropriate decision for removal and replacement. The board would not like to issue violations to homeowners regarding dead plants/trees during this time.
- **Landscape Grant Application City of Ocoee –** DD made a motion to submit the grant application on behalf of Spring Lake Reserve HOA to enhancing the common areas specifically along AD Mims Road where dead shrubs will be removed and the area cleaned up and mulched. Turf will be installed on the right and left side of the front entrance. Additional mulch will be installed around the pool cabana and mailbox kiosk, and in the three common area pocket parks. seconded by Karimah, motion carried (2-0).
- **Landscape Grant Application Orange County –** DD made a motion to submit the grant application on behalf of Spring Lake Reserve HOA for landscape refurbishments focus on installing new plants along Ad Mims Road and cleaning and repainting the brick wall that borders the community on the north side seconded by Karimah, motion carried (2-0).
- **Irrigation Costs –** The board would like CMS to review the irrigation bills.

9. Open Floor Discussion

- Homeowner stated landscapers are blowing leaves on homeowner patio and leaving bagged leaves at the entrance of the community for several days.

71 S. Central Avenue
Oviedo, FL 32765
407-359-7202/Office
407-971-1490/Fax

- Homeowner inquired responsibility of picking up leaves.
- Homeowner stated homeowners are not picking up after their dogs.
- Homeowner reported cars tailgating at night entering the community.

71 S. Central Avenue
Oviedo, FL 32765
407-359-7202/Office
407-971-1490/Fax

10. Adjournment

- DD made a motion to adjourn the meeting at 6:53 PM, seconded by Jan and motion carried unanimously (3-0).

RECEIVED
3/13/26
10:45 am
Kaitlyn

City of Ocoee

Neighborhood Matching Grant

APPLICATION

Fiscal Year 2025/2026

Applications are available online at Ocoee.org and at City Hall. Deadline to

Deadline to submit applications is March 13, 2026 by 5 p.m.

City of Ocoee
Neighborhood Matching Grants Program

PLEASE PRINT OR TYPE

Name of Neighborhood: Windsor Landing

Project Leader: Rita Watson

Address for Project Leader: 3071 Kentshire Boulevard, Ocoee, FL 34761

Project Leader (Cell) 407-435-7947 Project Leader (Home) 407-435-7947

Email Address: rwatson@schenkelshultz.com

What is the name of your proposed project?

1) Entry Beautification and Identification

2) Open Space and Common Area Enhancements

3) Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

We are a gated community on the corner of Maguire Road and Thornebrooke Drive

We are adding locks and new levers to our pedestrian gates for safety and security.

Does your neighborhood have an official Homeowners Association (legal entity)? Yes

If Yes: (If No, skip to next section.)

When was it formed? 2001 How many members are in the association? 214 Homes

Are the members all homeowners in the neighborhood? Yes

What is the official Homeowner Association's organizational structure? (President, V.P., Committees, etc.): President, Vice President and Secretary

How does the association elect its leadership? When and how often are elections held?

Elections occur through annual meetings. Annual meetings are held yearly in November.

If your neighborhood does NOT have an HOA:

Do you have an active neighborhood group?_____ When was it organized?_____

How many members are in the group?_____

How many homes are in your neighborhood?_____

Does your group have an organizational structure? (President, Vice-President, Committees, etc.)

What is the dollar amount being requested? **(dollar amounts must be matched by the neighborhood. The maximum grant award is $2,000.)** $2,000.00

Briefly describe the proposed project: Install expanded metal shrouds, key lock pads, mechanical coded locks, mechanical lever locks, replace/refurbish lever handles and re-painting of (4) pedestrial gates.

List the project goals:

(1) Restrict free entry into the neighborhood

(2) Refurbish worn, chipped and broken pedestrian gates

(3) Improve security and safety for our community

What is the location of the proposed project? (Attach 2-5 photos documenting existing conditions of the project site)
There are 2 locations; one is at the main entrance to Windsor Landing which is off of Maguire Road, the second location is at the resident entrance to Windsor Landing off of Thornebrooke Drive.

For physical improvements (landscaping, entrance sign, gazebo, etc.), please define the exact site location(s). Use street names and measurements from the curb, including measurements from sidewalks, if applicable. Also provide measurements of the project (height, width, length) and **attach a drawing**.

For physical improvements, will it be located on:

Public Right-of-Way:

Private Property:

Common Area Owned by the Homeowners Association: HOA common area
(Include written permission from the appropriate government agency if located in the right-of-way; or owner if located on private property.)

HOA's, please attach the meeting minutes reflecting the membership vote of approval for the proposed grant project. Non-HOA's, please attached a letter with signatures. See page 2.

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on 03-11-2026 (date), and attached are the minutes/letter reflecting this vote.

Rita Watson, Windsor Landing HOA President

Print name of person preparing application

Rita Watson

Signature of Project Leader

Rita Watson

Signature of person preparing application

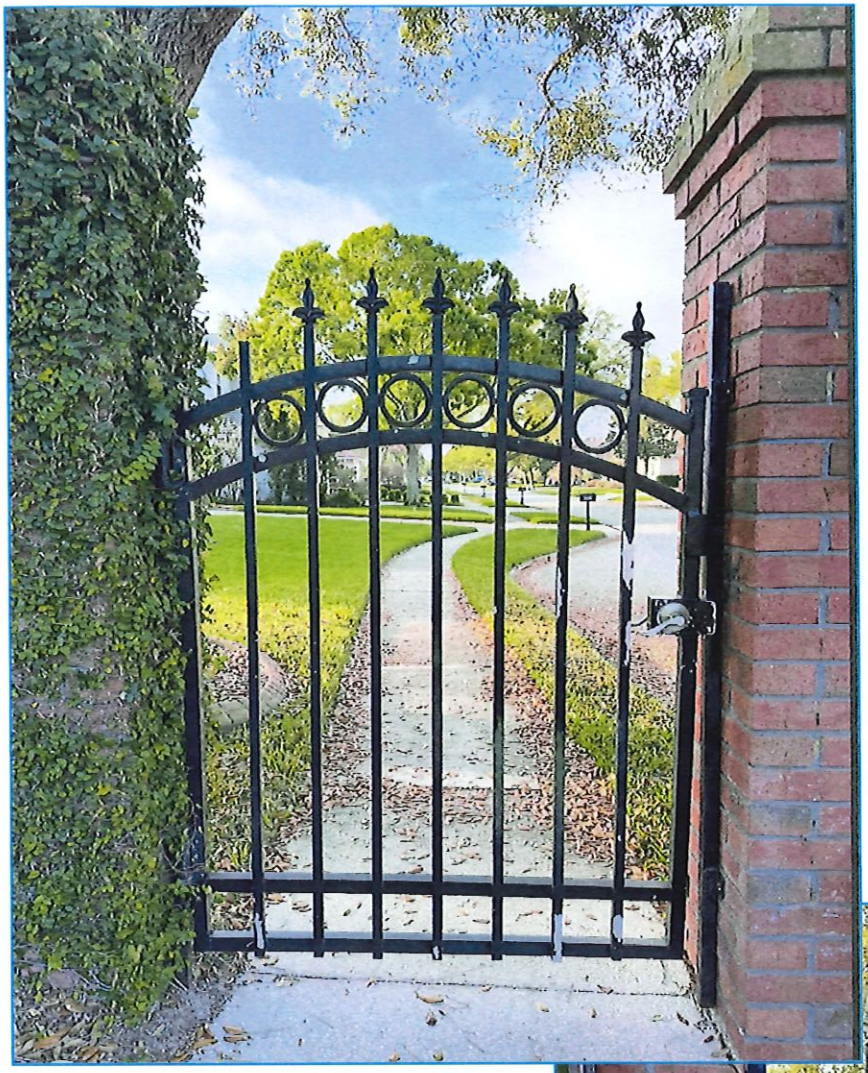
Date: 03-12-2026

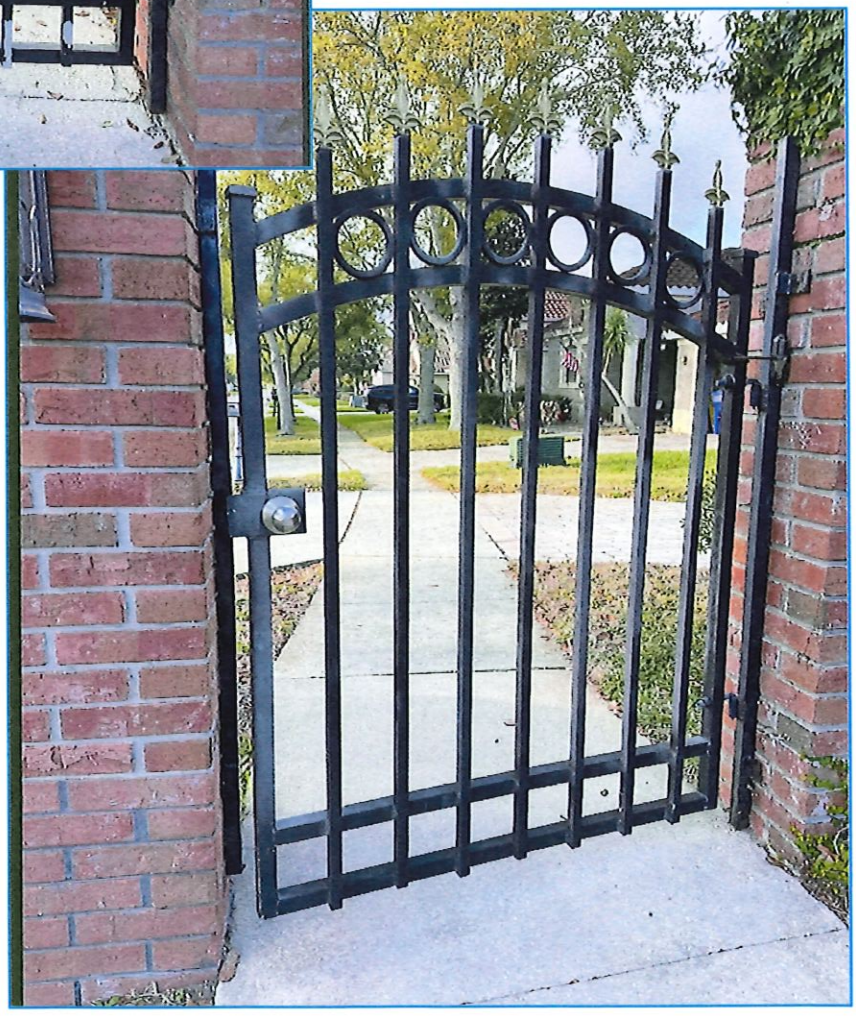
Rita Watson

Signature of Neighborhood President

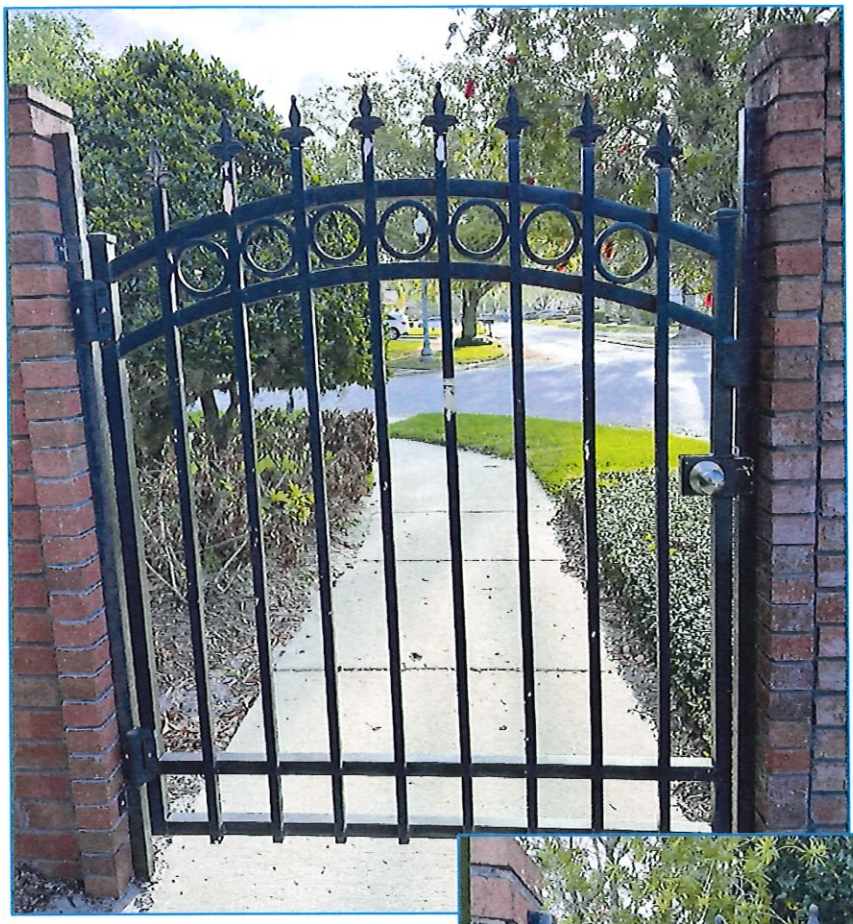
Date: 03-12-2026

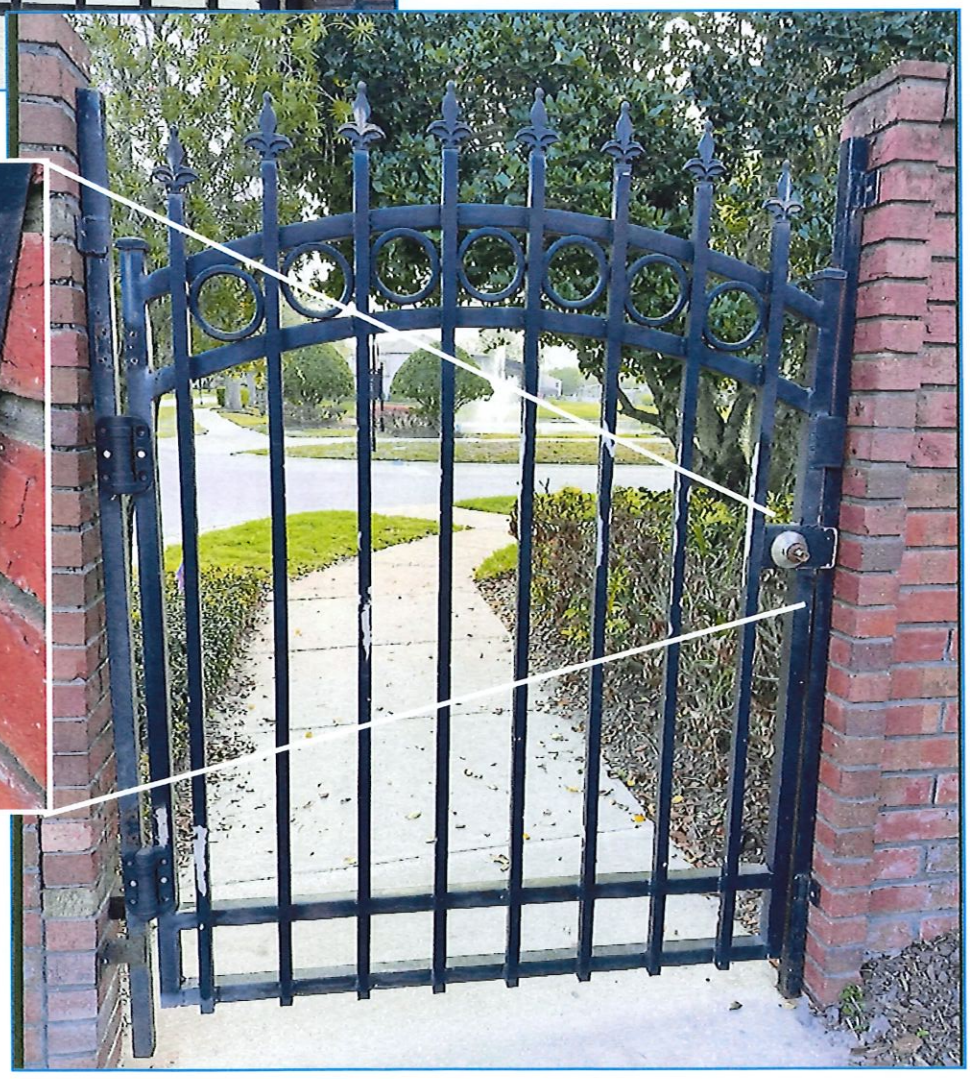
Windsor Landing
Pedestrian Gates at
Thornebrooke Resident
Entry





Windsor Landing
Pedestrian Gates at
Maguire Main Entry





ESTIMATE

J and W Gate Services, LLC
702 Snowden St
Ocoee, FL 34761

jandwgate@gmail.com
+1 (321) 239-4770

Bill to
Windsor Landing HOA
c/o Extreme Management Team
2113 Ruby Red Blvd, Ste B
Clermont, FL 34714

Ship to
Windsor Landing HOA
c/o Extreme Management Team
2113 Ruby Red Blvd, Ste B
Clermont, FL 34714

Estimate details
Estimate no.: 1219
Estimate date: 03/11/2026
Expiration date: 03/18/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**02 Site Work**	Scope of work: install expanded metal and door handle shroud on all 4 ped gates. install storageroom function lever lock (key lock on outside and passage from inside) on main exit ped gate and back entry ped gate. install mechanical lever lock (code on outside and passage from inside) on main entry ped gate and back exit ped gate.	4	$1,000.00	$4,000.00
2.		**material**	expanded metal painted black door handle shroud (cover) aluminum left mill finish (unpainted) 2x commercial storeroom function lever handle 2x mechanical coded lock with passage exit plus shipping to bring into Orlando	1	$2,450.00	$2,450.00
3.			some gates may need new hinges $75 per set			

Total **$6,450.00**

Expiry date 03/18/2026

Integrand Audio Video Inc.
2789 ELMHURST CIRCLE
Orlando, FL 32810 US
Brett@IntegrandAV.com

Estimate

ADDRESS
Windsor Landing HOA
2113 Ruby Red Blvd. Ste B
Clermont, FL 34714

ESTIMATE # 1250
DATE 03/19/2026

	QTY	RATE	AMOUNT
Installation and Labor Price:Installation Day Rate Scope of work: Install Metal Commercial Grade door handles on 4 Pedestrian gates.	4	1,230.00	4,920.00T
Parts New Handles and Hinges. Includes Code Locks	1	3,050.00	3,050.00T

SUBTOTAL	7,970.00
TAX	518.05
TOTAL	**$8,488.05**

Accepted By

Accepted Date

Windsor Landing HOA

Board Meeting – DRAFT
Wednesday, March 11, 2026, 6:30 PM
Location:
256 Sagecrest Dr.
Ocoee, FL. 34761
2026 BOD Members: Rita Watson- President (27); Bryan Julian - VP (26); Stacey Churchill - Secretary (28)

Comments from Neighborhood-not part of minutes: (7) homeowner(s) present

I. **Call to Order:** Rita W. calls the meeting to order at 6:33PM

II. **Quorum:** Rita Watson, Bryan Julian, Stacey Churchill, KaleyMarie B. Celentano, LCAM represented Extreme Management.

III. **Notice of Meeting**: Meeting was noticed and posted 48 hours in advance

IV. **Approval of Previous Minutes**: Rita MOTIONS to Approve the previous meeting minutes as written, 2nd Bryan J. All Approved, Motion Passed.

V. **Manager's Report (including all open/closed tasks):** Kaley provided a report to the Board

VI. **Financials:** Kaley provided a report to the Board
   1. **Collections:** Kaley provided a report to the Board

A. **ARC Report:** Kaley provided a report to the Board
B. **Compliance:** Kaley provided a report to the Board

VII. **Old Business**:
- A. **Paint Committee:** current color schemes that we have need to be added to the new schemes but in the same format as what the old scheme looks like.
- B. **Perimeter Brick Wall (Park Ridge/Gotha):** Tabled, other items take priority currently-keep on agenda
- C. **SFWMD-Invasive Species update:** Jim to do a walk through Kiersten mid-March to show her Windsors progress
- D. **Attorney Covenant Accountants:** Kaley provided a report to the Board
- E. **Gate by Freedom Park Update:** J&W was out there today and got the gate moved forward, the gate will be painted this week black to match the quote.
- F. **Irrigation/Front entrance update:** Kaley copied Rita on the email to the city of Winter Garden and Jay submitted the ROW and everything else needed to the city.

VIII. **New Business:**
- A. **Garage Sale dates:** Stacey C. **MOTIONS** to Approve the garage sale date of March 28th and March 29th from 8AM-2PM, 2nd Bryan J. All Approved, Motion Passed
- B. **Excavating the retention area Tract A behind Kentshire and removing trees/shrubs from Tract D:** Tabled, waiting on the last quote

C. **Community Pedestrian gates:** Rita W. MOTIONS to Approve the gate quote per J&W gates ($6,450) if it includes the painting as well, 2nd Stacey C. All Approved, Motion Passed

D. **Anything else deemed appropriate by the board:**

IX. **Adjournment**: Rita W. MOTIONS to Adjourn the meeting at 9:01PM, 2nd. Bryan J.

2025 Upcoming meeting dates: *MAY 13 *JULY 15 *SEPT 9(Budget Workshop) *OCT 14(Budget) *NOV 10(Annual)

Windsor nding HO

Board Meeting – DRAFT
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D. **City of Ocoee Grant:** the Board discussed the grant and agreed to submit it to the City of Ocoee in hopes of them assisting Windsor with the project.

E. **Anything else deemed appropriate by the board:**

IX. **Adjournment**: Rita W. **MOTIONS** to Adjourn the meeting at 9:01PM, 2nd. Bryan J.

2025 Upcoming meeting dates: *MAY 13 *JULY 15 *SEPT 9(Budget Workshop) *OCT 14(Budget) *NOV 10(Annual)

Print

RECEIVED
3/13/26
12:54 pm
Kaitlyn

City of Ocoee

Neighborhood Matching Grant

APPLICATION

ocoee
florida

Fiscal Year 2025/2026

Applications are available online at Ocoee.org and at City Hall. Deadline to

Deadline to submit applications is March 13, 2026 by 5 p.m.

Program Description

The Ocoee Neighborhood Matching Grant Program was created to assist residents in making improvements to their neighborhoods.

Who is Eligible?

Homeowner Associations (HOA) and Non-HOA neighborhoods may apply as long as they can demonstrate that their project provides a benefit to the community. These neighborhoods must be located within the Ocoee city limits.

Homeowner Associations and Non-HOAs may only apply for grant funds every other year.

The City will award up to $2,000 for eligible projects. This is a 50% matching grant. Therefore, if the applicant's total project cost is $4,000, the City will reimburse the HOA or Non-HOA $2,000. If the project cost is $2,000, then the City will reimburse the HOA $1,000. The applicant/group will need to provide three (3) quotes for each project.

The City will reimburse the applicant for the work that is completed based on the actual project costs. Reimbursement will be based on proof of purchase for materials and/or paid invoices from a vendor. If the actual project costs exceed the amount listed on the application, the applicant must pay the difference. If the actual project cost is less than the amount listed on the application, the City will only reimburse for half of the actual costs incurred, up to $2,000.

Additional Required Documents

Applicants must show that a neighborhood group exists. If the neighborhood has an HOA, it must have its organizational structure vote on and approve a motion to submit an application to the Ocoee Neighborhood Matching Grant Program. Minutes reflecting the vote must be attached to the application.

For those applicants who do not have a HOA, you must provide a letter with signatures of all neighborhood participants, along with their addresses and phone numbers. The letter must state the Non-HOA group has agreed to submit a grant application.

Eligible Projects

Projects should benefit and enhance the neighborhood. *Projects must be completed within six months.* Grant funds may not be used to supplement regular operating budgets. A project must fit into one of the following categories:

1) Entry Beautification and Identification
2) Open Space and Common Area Enhancements
3) Security and Safety Improvements

REMOVE THIS PAGE BEFORE SUBMITTING YOUR APPLICATION

Application Process

(1) All applicants are strongly encouraged to contact Community Relations at 407-905-3100, x-1530 with any questions while completing their application. If a neighborhood seeks to submit a grant, a representative from the City may assist the neighborhood upon request in preparing the grant.

(2) Grant applicants must identify all permits required to complete the project and all permit costs should be reflected in the project budget summary.

(3) Applicants must submit at least two (2) and no more than five (5) photos showing the physical location of their project. These will be considered "Before" photos. Once grant recipients are chosen, they will also be required to submit 2-5 photos depicting workdays. These will be considered "During" photos. Lastly, 2-5 photos showing the final product or end result of the grant will be required as the "After" photos.

(4) Each organization must submit three (3) written quotes for any cost of more than $1,000 on a proposed project. Each quote must be from a separate company. The applicant doesn't have to go with the lowest quote, as long as there is a valid reason for using another business.

(5) **Grant Application Due: March 13, 2026 by 5 p.m.** Applications must have original signatures. No faxed proposals will be accepted.
Completed applications shall be sent to: City of Ocoee - Grant Program, 1 North Bluford Avenue, Ocoee, FL 34761.

(6) **City Commission Approval** – Grant applicants will be notified if their application was approved to begin their improvement projects.

(7) **Project Deadline: August 21, 2026.** Projects shall be completed. All paid invoices, cancelled checks and proof of purchase documents must be submitted to the City for grant reimbursement along with the required "During and "After" photos.

REMOVE THIS PAGE BEFORE SUBMITTING YOUR APPLICATION

City of Ocoee
Neighborhood Matching Grants Program

PLEASE PRINT OR TYPE

Name of Neighborhood: Ocoee Reserve HOA

Project Leader: Carolina Mounts Jackson

Address for Project Leader: 2492 Ocoee Reserve Court

Project Leader (Cell) 4077607920 Project Leader (Home) _____

Email Address: brwneyes0913@aol.com

What is the name of your proposed project?

1) Entry Beautification and Identification

2) Open Space and Common Area Enhancements

3) Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

Ocoee Reserve Beautification Project

Does your neighborhood have an official Homeowners Association (legal entity)? Yes

If Yes: (If No, skip to next section.)

When was it formed? 2018 How many members are in the association? 43

Are the members all homeowners in the neighborhood? Yes

What is the official Homeowner Association's organizational structure? (President, V.P., Committees, etc.): President, Vice-President, Treasurer

How does the association elect its leadership? When and how often are elections held?

Through an annual election. Election is held at the annual meeting that convenes once a year.

If your neighborhood does NOT have an HOA:

Do you have an active neighborhood group? _____ When was it organized? _____

How many members are in the group? _____

How many homes are in your neighborhood? _____

Does your group have an organizational structure? (President, Vice-President, Committees, etc.)

What is the dollar amount being requested? **(dollar amounts must be matched by the neighborhood. The maximum grant award is $2,000.)** ~~$1,597.50~~ $2,000* *Per 3/18/26, 11:35 am call. email on 3/18/26, 345pm

Briefly describe the proposed project: Repair of irrigation system in order to ensure landscaping does die and is proper in appearance. Re-mulching of playground for safety and greater appearance.

List the project goals:

(1) Beautification of playground

(2) Restoration of systems

(3) Enhancement of common areas

What is the location of the proposed project? (Attach 2-5 photos documenting existing conditions of the project site)
Playground and irrigation system

For physical improvements (landscaping, entrance sign, gazebo, etc.), please define the exact site location(s). Use street names and measurements from the curb, including measurements from sidewalks, if applicable. Also provide measurements of the project (height, width, length) and **attach a drawing**.

For physical improvements, will it be located on:

Public Right-of-Way: _____

Private Property: _____

Common Area Owned by the Homeowners Association: Playground and irrigation system
(Include written permission from the appropriate government agency if located in the right-of-way; or owner if located on private property.)

HOA's, please attach the meeting minutes reflecting the membership vote of approval for the proposed grant project. Non-HOA's, please attached a letter with signatures. See page 2.

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on October 30, 202[illegible] (date), and attached are the minutes/letter reflecting this vote.

Keron V. Prashad

Print name of person preparing application

Signature of person preparing application

Date: 03/12/2026

Signature of Project Leader

Signature of Neighborhood President

Date: 03/12/2026

VISTA
Community Association Management

Ocoee Reserve Homeowners Association, Inc.
Organizational Meeting of the Board of Directors

Date: Thursday, October 30th, 2025
Time: 6:00 p.m.
Location: **2505 Ocoee Reserve Court, Ocoee, FL 34761**
2026 Assessments will be considered

AGENDA

1) Call to Order – Meeting called to order at 6:10 p.m.

2) Establishment of Quorum –

Carolina Mounts Jackson - Present
Sharnett Angelie Henry - Present

Keron Prashad, LCAM, representing Vista Community Association Management, was also present.

3) Proof of Notice – Board confirmed notice was posted in accordance with Florida Statute.

4) Election of Board Position – **Sharnett Angelie Henry motioned to maintain the same board positions as the previous year, as Carolina Mounts Jackson as president and Sharnett Angelie Henry as vice president. Carolina Jackson seconded the motion. All in favor. Motion passed unanimously.**

5) Reports
   a) Treasurer's Report – **Sharnett Angelie Henry motioned to approve the waiver request for account 32750, in the total amount of $40.18. Carolina Mounts Jackson seconded the motion. All in favor. Motion passed unanimously.**

6) Old Business
   a) New Landscaper
      i) Grasshoppers – Monthly fee of $2,048.50
         (1) Includes Tree Trimming up to 10 feet
      ii) GS Landscaping – Monthly fee of $1,600.00– **Carolina Mounts Jackson motioned to approve the contract for a new landscaper with G.S. Landscaping and to send a termination letter to Uncle Bennie's Landscaping. Sharnett Angelie Henry seconded the motion. All in favor. Motion passed unanimously.**
      iii) Grass Groomers – Monthly fee of $3,250.00
      iv) J 29-11 Lawn Maintenance – Monthly Fee of $1,750.00
      v) Harley Lawn Care - $1,600

b) 2026 Budget – **Carolina Mounts Jackson motioned to approve the 2026 budget, with assessments at $367.25 per quarter. Sharnett Angelie Henry seconded the motion. All in favor. Motion passed unanimously.**

c) Ocoee Grant – **Sharnett Anglie Henry motioned to approve submitting an application for the Ocoee Neighborhood Grant. Carolina Mounts Jackson seconded the motion. All in favor. Motion passed unanimously.**

7) New Business:

8) Open Forum: Three minutes per owner on agenda items only

9) Set Next Meeting Date – To Be Determined

10) Adjournment – **Carolina Mounts Jackson motioned to adjourn the meeting. Sharnett Angelie Henry seconded the motion. All in favor. Meeting adjourned at 6:39 p.m.**

Gs landscape lawn care llc

CL2441152197
30207 magnolia ave
Sorrento fl 32776
407 790 2130

BILL TO

2508 Ocoee Reserve Ct, Ocoee, FL 34761
kprashad@vistacamfl.com

QUOTE # 203
QUOTE DATE 02/20/2026

Quote Total 1,275.00 USD

DESCRIPTION	AMOUNT
1. Repair of drip irrigation in flower beds and damaged sprinklers in the playground area	1,275.00
2. Replacement of Hunter NODE 1 Station Battery Controller with DC Solenoid (NODE-100)	
3. Repair of broken pipes at the main entrance and sidewalk (damage caused by underground cable installation)	
4. Repair of rotors and sprinklers in Zones 5 and 6	
5. Reprogram the irrigation control appropriately	

TERMS & CONDITIONS

The estimate is valid for 15 days.

Gs landscape lawn care llc

CL2441152197
30207 magnolia ave
Sorrento fl 32776
407 790 2130

BILL TO

2508 Ocoee Reserve Ct, Ocoee, FL 34761
kprashad@vistacamfl.com

QUOTE # 200
QUOTE DATE 12/18/2025

Quote Total 1,920.00 USD

DESCRIPTION	AMOUNT
1. Installation of pine bark mulch, 15 cubic yards in the playground area and main entrance area Labor and materials included: Total $1,920	1,920.00

TERMS & CONDITIONS

The estimate is valid for 15 days.

Down to Earth Landscape & Irrigation
PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #141709

Customer Address	Billing Address	Physical Job Address
Vista Community Association Management Keron Prashad 323 Circle Drive Maitland, Florida 32751 kprashad@vistacamfl.com (407) 682-3443 ext. 1267	Keron Prashad Vista Community Association Management 323 Circle Drive Maitland, FL 32751	Ocoee Reserve HOA 323 Circle Drive Maitland, FL 32751

Job	Estimated Job Start Date	Proposed By	Due Date
Playground / Entrance Mulch	March 25, 2026	Antonio Samano	

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Pine Bark Mulch Install	Cubic Yard	15	$81.46	$1,221.92
Pick up & Delivery				$149.71
			Subtotal	**$1,371.63**
			Estimated Tax	$0.00
			Job Total	**$1,371.63**

Proposal to Install Mulch

We propose installing mulch at the front entrance and playground to improve safety and enhance the appearance of the property.

Scope of Work:

- Install mulch at the playground area at proper depth
- Install mulch at the front entrance landscaping beds
- Level and smooth mulch for a clean, finished look
- Create a neat and well-maintained appearance

This project will improve playground safety while giving the entire area a clean, professional look.

Proposed By:

Antonio Samano
Down to Earth

02/25/2026
Date

Agreed & Accepted By:

Vista Community Association Management

Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at https://dtelandscape.com/terms-and-conditions/.

Down to Earth Landscape & Irrigation
PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #141708

Customer Address
Vista Community Association Management
Keron Prashad
323 Circle Drive
Maitland, Florida 32751
kprashad@vistacamfl.com
(407) 682-3443 ext. 1267

Billing Address
Keron Prashad
Vista Community Association Management
323 Circle Drive
Maitland, FL 32751

Physical Job Address
Ocoee Reserve HOA
323 Circle Drive
Maitland, FL 32751

Job	Estimated Job Start Date	Proposed By	Due Date
Playground / Entrance mulch	March 25, 2026	Antonio Samano	

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Certified Playground Mulch	Cubic Yard	10	$81.46	$814.63
Pine Bark Installed (E)	Cubic Yard	5	$81.46	$407.31
Pick Up & Delivery				$149.71
			Subtotal	**$1,371.65**
			Estimated Tax	$0.00
			Job Total	**$1,371.65**

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at https://dtelandscape.com/terms-and-conditions/.

Proposal to Install Certified Playground Mulch

We propose installing certified playground mulch to improve safety and enhance the appearance of the property.

Scope of Work:

- Install certified playground mulch in the playground area at proper safety depth
- Level and smooth mulch for a clean, finished look
- Mulch the front entrance landscaping beds
- Create a neat and well-maintained appearance

This project will improve playground safety while giving the entire area a clean, professional look.

Proposed By:

Antonio Samano
Down to Earth

02/25/2026
Date

Agreed & Accepted By:

Vista Community Association Management

Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at https://dtelandscape.com/terms-and-conditions/.

Gs landscape lawn care llc

CL2441152197
30207 magnolia ave
Sorrento fl 32776
407 790 2130

BILL TO

2508 Ocoee Reserve Ct, Ocoee, FL 34761
kprashad@vistacamfl.com

QUOTE # 201
QUOTE DATE 12/19/2025

Quote Total 3,520.00 USD

DESCRIPTION	AMOUNT
Rubber mulch playground installation $1600 Regular mulch installation total $1920	3,520.00

TERMS & CONDITIONS

The estimate is valid for 15 days.

RECEIVED
3/13/26
4:14pm
Kaitlyn

City of Ocoee Matching Grant 2026

Attachments: Roberts Rise Subdivision Application

1. Application
2. RRHOA Minutes approving grant application
3. Pictures of project
4. Estimates: 3 Electrician estimates, Landscape estimate, Pressure Washing estimate

City of Ocoee
Neighborhood Matching Grants Program

PLEASE PRINT OR TYPE

Name of Neighborhood: Roberts Rise Subdivision

Project Leader: Vicki Mahoy

Address for Project Leader: 609 Roberts Rise Dr Ocoee, Fl 34761

Project Leader (Cell) 407 376-5475 Project Leader (Home) 407 877-0039

Email Address: vmahoy@outlook.com

What is the name of your proposed project?

1) Entry Beautification and Identification

2) Open Space and Common Area Enhancements

3) Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

Roberts Rise Entry Beautification

Does your neighborhood have an official Homeowners Association (legal entity)? yes

If Yes: (If No, skip to next section.)

When was it formed? 4/5/88 How many members are in the association? 26

Are the members all homeowners in the neighborhood? yes

What is the official Homeowner Association's organizational structure? (President, V.P., Committees, etc.): President, Vice Pres.,Sec/Treas, 2 Directors. All on Architectural Review Board

How does the association elect its leadership? When and how often are elections held?

Board appoints vacancy, unless there is not a majority on the board, then voted in by members

If your neighborhood does NOT have an HOA:

Do you have an active neighborhood group?_____ When was it organized?_____

How many members are in the group?_____

How many homes are in your neighborhood?_____

Does your group have an organizational structure? (President, Vice-President, Committees, etc.)

What is the dollar amount being requested? **(dollar amounts must be matched by the neighborhood. The maximum grant award is $2,000.)** ~~$1,555.52~~ (Total project cost $3,111.03) $2,000* *per 3/17/26 call. Email 3/18/26

Briefly describe the proposed project: Cleaning the front entrance monument walls (2), Sidewalks along Silver Star Rd in front of subdivision and along Roberts Rise Dr landscape easement. Replacing monument lights on both sides (4) lights that our not working fully and refresh the flower beds on both sides (2) with mulch and flowers

List the project goals:

(1) A clean and refreshed entrance

(2) New lighting (LED) to spotlight our entrance

(3) Improve & Maintain the appearance of an established Ocoee City Subdivisionn

What is the location of the proposed project? (Attach 2-5 photos documenting existing conditions of the project site)
E Silver Star Rd across from Starke Lake and both sides of the landscape easement along Roberts Rise Dr.

For physical improvements (landscaping, entrance sign, gazebo, etc.), please define the exact site location(s). Use street names and measurements from the curb, including measurements from sidewalks, if applicable. Also provide measurements of the project (height, width, length) and **attach a drawing**.

For physical improvements, will it be located on:

Public Right-of-Way: Sidewalks running along E Silver Star Rd in front of entrance both sides

Private Property:

Common Area Owned by the Homeowners Association: Monument walls and Landscape easement
(Include written permission from the appropriate government agency if located in the right-of-way; or owner if located on private property.)

HOA's, please attach the meeting minutes reflecting the membership vote of approval for the proposed grant project. Non-HOA's, please attached a letter with signatures. See page 2.

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on 2/17/26 (date), and attached are the minutes/letter reflecting this vote.

Vicki Mahoy, President RRHOA

Print name of person preparing application

Signature of person preparing application

Date: 3/13/26

Signature of Project Leader

Signature of Neighborhood President

Date: 3/13/26

RRHOA Minutes for 2/17/26 Monthly Meeting

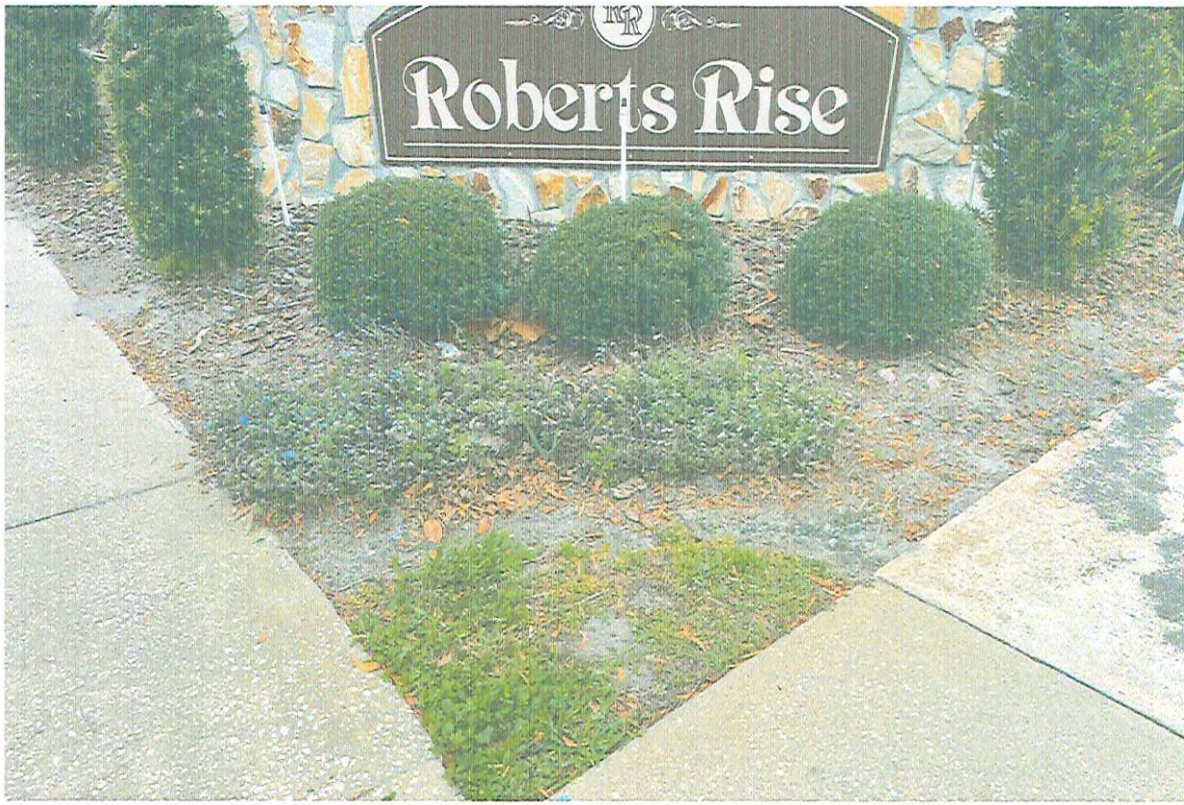
Attendance: Board Members-Vicki Mahoy, Mary Strickland, Bill Hoelscher, Gemma Pascall ,and John Thompson. 5 out of 5 board members in attendance, representing a quorum.

Meeting called to order 7 pm.

1. Reviewed monthly HOA minutes and cash summary from January 2026 and December 2025. The documents for both were unanimously approved by the board.
2. Huston was evicted. Friday February 20th is his last day to remove all his belongings.
3. Front Entrance: Current quotes: lights $1600, pressure washing: $550 and $730, insecticide $357 every other month.
4. Vicki wants to apply for City of Ocoee grant for front entrance beautification: tree removal, plants, lights, and one time pressure washing. City is offering grants of up to $2000 in matching funds. Board gave her unanimous approval to secure grants and approved matching funding for total project costs of up to $6000.
5. John will mail minutes of 2025 Annual Meeting and 2025 Check Register to members that did not attend.

Meeting adjourned approximately 8 pm.

West Side Entrance
@ Silver Star Rd + Roberts Rise Dr.



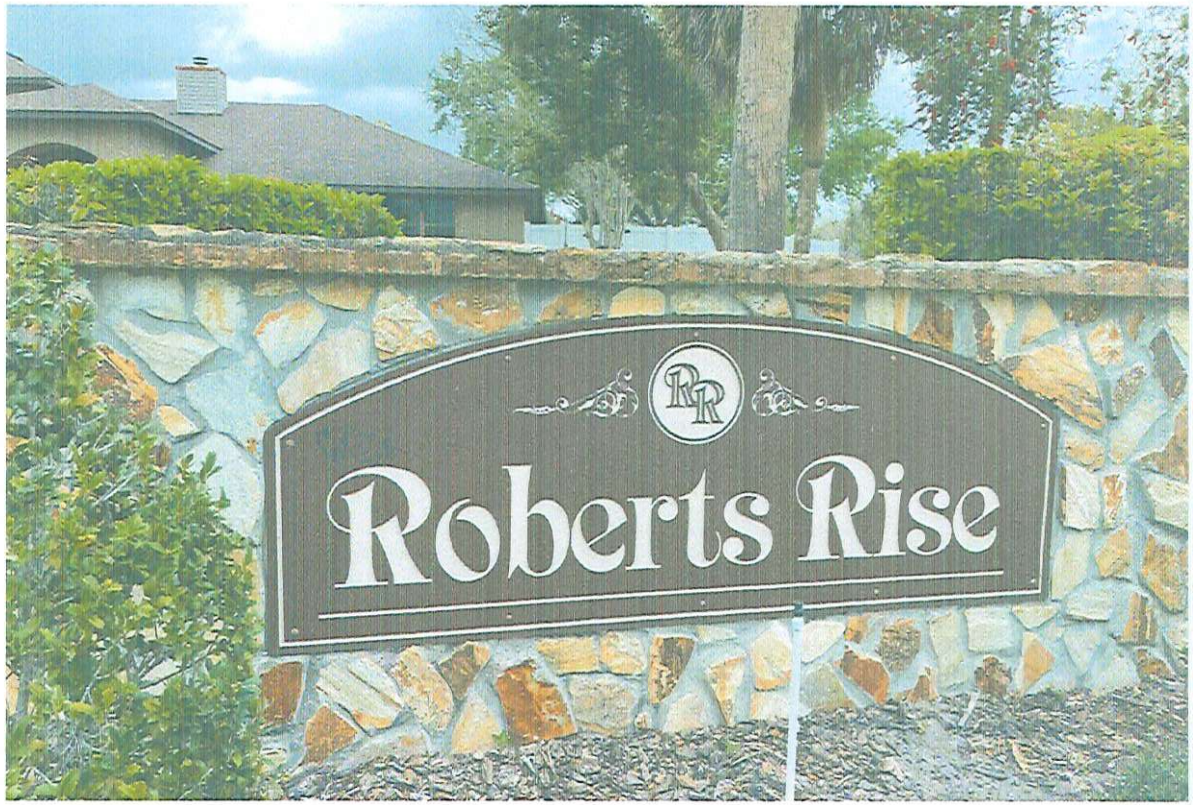
Lights
East side

Sidewalk east side
along Roberts Rise Dr

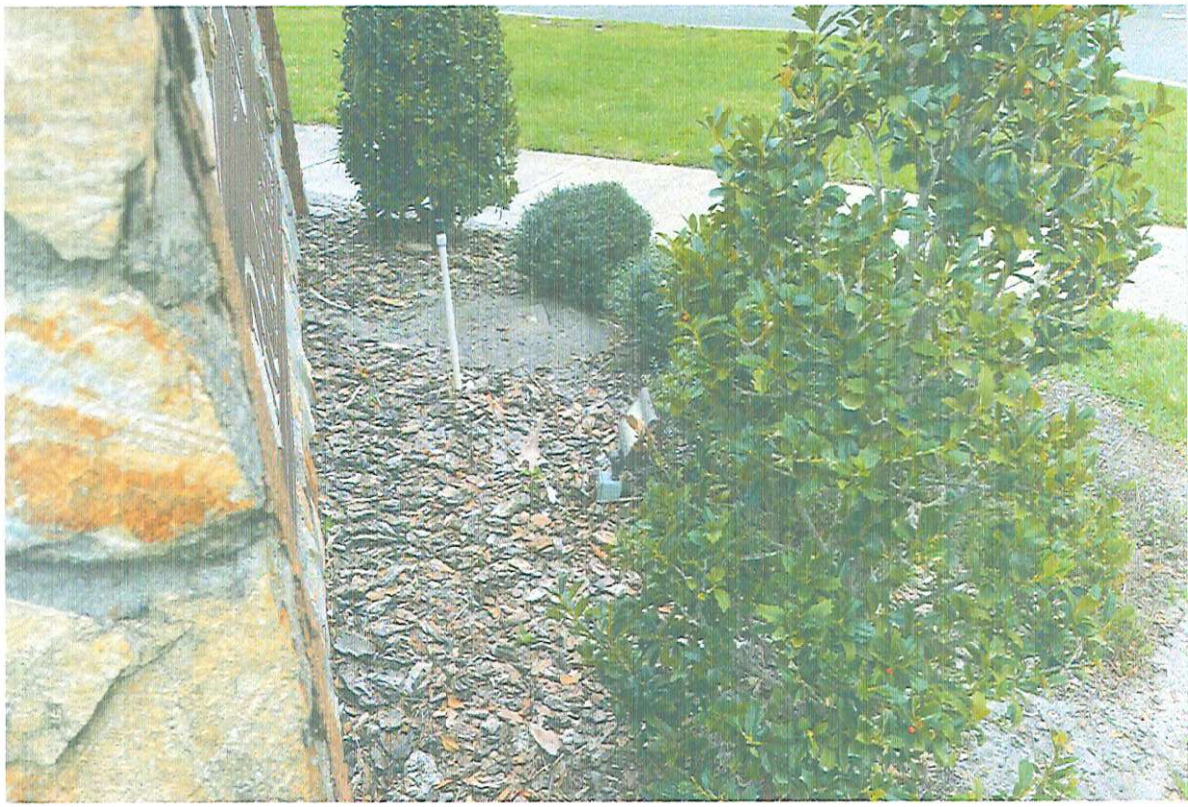
East Side entrance
Sidewalk along E Silver Star

East side along Roberts Rose Dr
from Landscape & easement
along Retention Pond

~~West~~ ~~East~~ Side Entrance Monument Wall
E Silver Star Rd & Roberts Rise Dr



West side entrance
Lights



West side flower bed, wall & sidewalk along E. Silver Star Rd

Mr. Electric
a neighborly company

MR. ELECTRIC OF WINTER GARDEN
EC13010054

12359 Encore at Ovation Way
Winter Garden, FL 34787

(407) 863-0770

Estimate 42376760
Job 42383377
Estimate Date 2/18/2026
Technician Trent Lowry
Customer PO

Billing Address
Roberts Rise
601 Roberts Rise Drive
Ocoee, FL 34761 USA

Job Address
Roberts Rise Sub-Division
601 Roberts Rise Drive
Ocoee, FL 34761 USA

Estimate Details

MONUMENT LIGHTING REPLACEMENT : * Removal of the (4) existing spot lights, for both monuments, replacing them with new LED spotlights that will be raised above ground.

* 1 Year Advantage Plan.

Service #	Description	Quantity	Standard Price	Your Price	Your Total
MRE482	DISPATCH FEE - WAIVED -We are proud to be **NEIGHBORLY**, and honored to provide this quote. -Visit **Neighborly.com** for more locally owned and operated service companies who look forward to earning your business. -----	1.00	$0.00	$0.00	$0.00
MRE227-1	SAFETY CHECK - NO CHARGE -----	1.00	$0.00	$0.00	$0.00
MONUMENT LIGHTING REPLACEMENT	* Removal of the (4) existing spot lights, for both monuments, replacing them with new LED spotlights that will be raised above ground. -----	1.00	$1,766.14	$1,501.24	$1,501.24
MRE221	MR ELECTRIC 1 YEAR ADVANTAGE PLAN - ***What it IS:*** * It is a **1-TIME** purchase. * It provides an **IMMEDIATE** 15% off all products and services for one year. * It extends the warranty period from one to two years. * It provides you with preferential placement on the schedule for future work. * It entitles you to a complimentary safety inspection of your home at your 1-year anniversary. - ***What it is NOT:*** * It is **NOT** a subscription. * There are **NO** monthly fees. * There are **NO** hidden charges. -----	1.00	$89.99	$89.99	$89.99

Member Savings	$264.90
Sub-Total	$1,591.23
Tax	$0.00
Total	$1,591.23

Thank you for choosing Mr. Electric of Winter Garden!

IMPORTANT NOTICE: You and your contractor are responsible for meeting the Terms and Conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose legal ownership rights to your property. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks. Nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Mr. Electric® or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Mr. Electric to perform proposed work and agree to all agreement conditions as displayed and further acknowledge that the invoice is due upon completion of work (unless other specific terms are agreed to in writing). A monthly service charge, at maximum allowed by law, will be added after 10 days. Independently owned and operated franchise. Amount to Authorize: $1,591.23

neighborly

your hub for home services™

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Mr. Handyman

HOME IMPROVEMENT PROFESSIONALS

a neighborly company

Mr. Handyman serving Windermere, W and S Orlando
689.214.4170

Mr. Handyman serving Debary, Lake Mary, and Winter Springs
321.430.8663

Mr. Appliance

SPEEDY EXPERT SERVICE

a neighborly company

Mr. Appliance of Clermont and Apopka
352.404.2577

Mr. Appliance of Orlando
407.216.1527

AIRESERV

HEATING & AIR CONDITIONING

a neighborly company

Aire Serv of West Orlando
407.610.2250

Mr. Rooter

PLUMBING

a neighborly company

Mr. Rooter Plumbing of Orlando
407.893.2311

Real Property Management

a neighborly company

Real Property Management South Orlando
407.982.2000

Garage Door Precision Service

Precision Garage Door of Orlando
866.834.1044

Mr. Electric

a neighborly company

Mr. Electric of Winter Garden
407.499.4190

Mr. Electric of Winter Park
407.917.6442

Dryer Vent Wizard

a neighbourly company

Dryer Vent Wizard of South Seminole
321.832.9154

Molly Maid

a neighborly company

Molly Maid of West Orange and South Lake Counties
689.220.4051

Molly Maid of Orlando and Seminole County
321.677.1929

833.438.6259 | Neighborly.com | It's not done, until it's done right.™

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Some franchise locations may charge a dispatch fee or quote fee. Refer to each independently owned franchise location for additional details.

TERMS AND CONDITIONS

It is agreed that Mr. Electric® is not responsible for the following: 1. Damage caused to the customer's property as a result of obtaining access to and exposing wiring and electrical systems. 2. Additional electrical work beyond that specifically mentioned in this estimate and proposal including, but not limited to, that which may be required because of pre-existing electrical code violations or additional work revealed to be necessary as a result of performing the specified work. 3. Any repairs, installation, removal or replacement of non-electrical items or activities including but not limited to: concrete, paving, asphalt, slabs, sidewalks, driveways, patios, pools, shrubbery, grass lawns, fences, plumbing and fixtures, painting, decorations, plastering, sheetrock and other wall coverings, glass, carpentry, millwork, cabinets, floors, carpeting, floor surfaces and preparation, roofing, flashing, sheet metal gutters, downspouts, brick, stonework, extension walls, steel and other framework. Customer accepts full responsibility for the prompt payment of all costs of this agreement even though customer may intend to obtain reimbursement from others such as landlords, tenants, insurance companies and tortfeasors. Payment is due upon completion of work. If payment is not made withing 30 days, a $49 late fee will be added to the invoice for costs such as administrative processing of delinquent notices, increased accounting costs, etc. Additionally, a late charge of one and one-half percent (1.5%) of the payment due and unpaid shall be added to the payment, and the total sum shall become immediately due. An additional charge of one and one-half percent (1.5%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid. Customer agrees that they shall pay all expenses incurred for the collection of any delinquent accounts including, but not limited to: all attorney's fees, filing fees and costs. This proposal and said specifications shall not be altered or modified except by written agreement between the parties hereto and verbal understandings and agreements with representatives shall not be binding unless set forth herein.

LIMITED-SERVICE WARRANTY

Mr. Electric® warrants, to the extent stated herein, electrical service or repair furnished by it for a period of 1 year. The stated period of warranty commences upon installation or repair of wiring or electrical system. Purchaser understands that Mr. Electric's liability under this warranty is limited to repair, replacement, or refund of purchaser's money, and does not extend to property damage resulting from overload or misuse of electrical system which fails during the agreed upon warranty period. Mr. Electric's obligation for defective products and/or workmanship or any damage caused thereby, and Customer's exclusive remedy, shall be limited, at Mr. Electric's option, to the replacement of any defective parts or workmanship or the refund of amounts paid by Customer for said service and shall be conditions upon Mr. Electric receiving actual written noticed of said defect within the 365-day period noted herein. Items disclosed on invoice & declined by Customer or Customer supplied equipment may be excluded. These exclusions may have limited or no warranty if parts have been replaced by Mr. Electric and not worked on by anyone else during warranty period or use of items that damage electrical parts supplied by us. This warranty gives you specific legal rights. You may also have other rights, which vary from state to state. Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by Mr. Electric, will be cause to terminate Mr. Electric's obligation under the contract.

It is further agreed that no prior course of dealing or usage of trade not expressly set forth in this contract shall be admissible to explain, modify, or contradict this contract in any way. All warranty work will be performed during normal business hours. Any Customer requiring warranty work not performed during regular business hours will be charged a service charge.

NOTICE TO OWNER

This contractor is registered to do business in the state in which this work is performed. (See registration number on the front side of this contract.) Where required, this contractor has posted with the State all necessary bonds or cash deposits for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be liened to force payment. If you wish additional protection, you may request the contractor to provide you with original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the licensing board in your state. Each State's requirements for terms and conditions may vary for service or installation work as it pertains to limited warranties, notice to owner regarding liens, etc. Inquire with your contractor for any state specific conditions.

PROPOSAL

West Orange Electric LLC.
326 Pacheco Ct. Ocoee, Fl. 34761
(407)202-9107
msc@westoelectric.com
www.westoelectric.com

BILL TO	INVOICE DATE
Roberts Rise HOA	02/DD/YYYY
Silver star rd ocoee	

SCOPE OF WORK	PRICE
We will be replacing the four LED flood lights on the subdivision entrance signs to new RAB X22 LED flood lights	
and also fixing the old boxes and mounts that the four are attached to currently.	$1,600.00

PROPOSED TOTAL	$1,600.00

THIS PROPOSAL AND IT'S CONTENTS, WERE WHOLE, OR IN PART, PROPERTY OF "WEST ORANGE ELECTRIC LLC."

ACCEPTED BY: _____ DATE: _____

ALL WORK IS TO BE COMPLETED AS SPECIFIED. ALL WORK TO BE COMPETED IN A WORKMANLIKE MANNER, ACCORDING TO STANDARD PRACTICES. ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COST WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BE AN EXTRA CHARGE OVER AND ABOVE THIS PROPOSAL. ALL AGREEMENTS CONTINGENT UPON, ANY STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. OUR WORKERS ARE FULLY COVERED BY LIABILITY AND WORKMAN'S COMPENSATION INSURANCE. ALL ACCOUNTS DUE UPON RECEIPT. ANY ACCOUNTS IN EXCESS OF 30 DAYS WILL BE CHARGED AT A RATE OF 1.5% PER MONTH ON THE FULL UNPAID BALANCE. THIS IS AT THE ANNUAL RATE OF 18%. THE CUSTOMER AGREES TO PAY ALL LEGAL FEES IN THE EVENT OF A COLLECTION ACTION. TAX IS INCLUDED ON ALL MATERIAL. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

HP Maintenance Service, LLC
Licensed Electrical Contractor

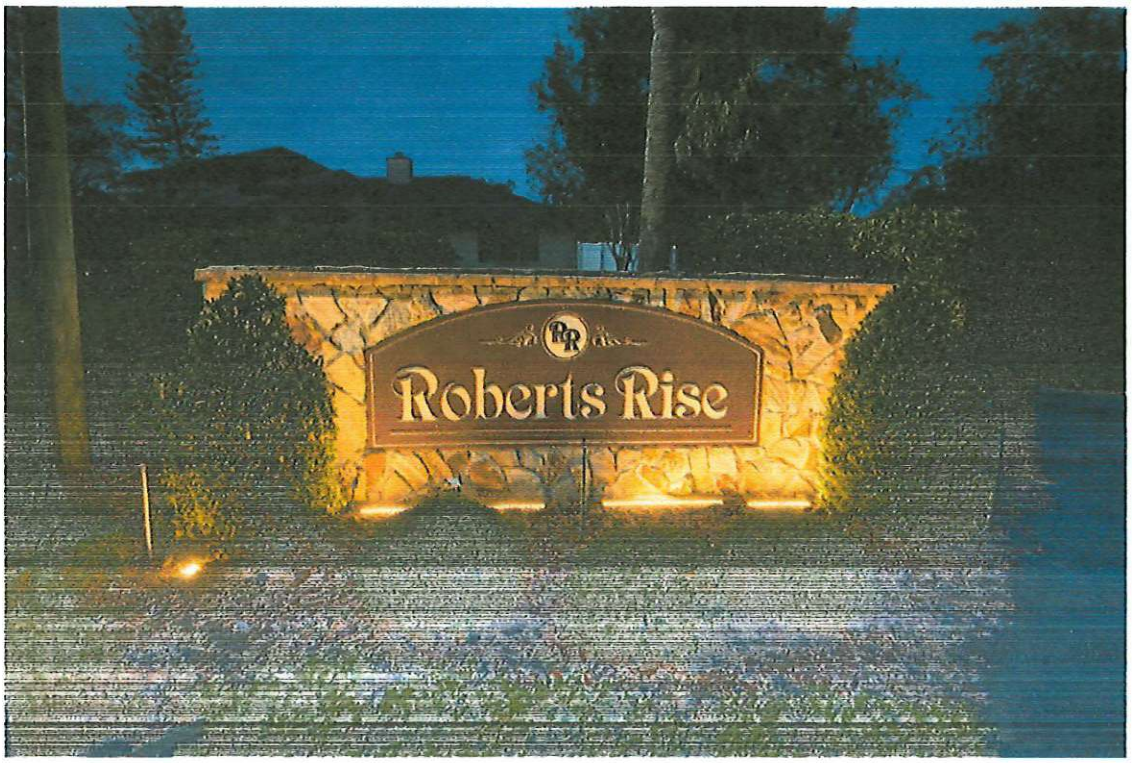
Architectural Lighting Proposal

Project: Roberts Rise Community Entrance Monument Sign
Prepared for: HOA Board Review
Prepared by: Hans Rodriguez

Executive Summary

This proposal outlines a professional architectural LED lighting solution designed to enhance the Roberts Rise community entrance monument sign. The proposed wall washer lighting will highlight the stone façade, improve nighttime visibility, and elevate overall curb appeal while utilizing energy-efficient, low-maintenance LED technology.

Conceptual Lighting Rendering



Scope of Work

- Furnish and install outdoor-rated LED wall washer fixtures
- Install conduit, wiring, and weatherproof connections
- Mount fixtures at ground level with upward wall wash orientation
- Perform testing, aiming, and final commissioning

Cost Summary (Recommended Option – 7 Fixtures)

Category	Amount
Materials	$2,425.00

Labor	$1,170.00
Additional Costs	$285.47
TOTAL PROJECT COST	$3,880.47

Optional Control Add-Ons

- Photocell (Dusk-to-Dawn Automatic Control): + $350.00

Terms & Conditions

- Pricing valid for 30 days
- Permit fees excluded unless required
- Payment terms: Net 30 upon completion
- Work subject to site verification and HOA approval

Approval

HOA Authorized Representative: _____ Date: _____

HP Maintenance Service, LLC Representative: _____ Date: _____

P.O. Box 125
Ocoee, FL. 34761
imperial_lawns@yahoo.com
www.imperiallandscapingofcfl.com
407-748-5404

Estimate

For:
Roberts Rise HOA
vmahoy@outlook.com,
johnhooperthompson@yahoo.com
Roberts Rise Dr
Ocoee, FL 34761
United States
+1 (407) 376-5475

Estimate No: 2027
Date: 03/10/2026

Description	Quantity	Rate	Amount
Blue daze 1g	24	$6.50	$156.00
4 yards mini pine bark	1	$260.00	$260.00
- spring clean up around the signs - take out dead plants - install new plants - install new mulch	1	$550.00	$550.00

Subtotal	$966.00
TAX 0%	$0.00
Total	$966.00

Total $966.00

Terms and Conditions

Please note:
Permits & HOA Approvals

-The client is responsible for obtaining all necessary municipal permits and HOA approvals unless otherwise agreed in writing.
- Permit handling by Imperial Landscaping of Central FL inc. may be arranged at an additional fee. HOA fees for ARC approvals: $250
City permitting fees: $550
- Permit or HOA-related delays will affect the project schedule.

Site Access & Client Responsibilities

The client is responsible for:
- contacting 811 or local utility marking services at least two business days before the start of work

- marking all private underground systems including septic tanks, drain fields, irrigation, low-voltage wiring, lighting, and drainage systems.
- providing accurate site details and disclosing underground risks in writing
- The client must ensure clear and safe access to the job site during all working hours.
- Imperial Landscaping of Central FL inc. is not liable for damage to any unmarked or undisclosed utilities or septic systems.
- providing accurate site details and disclosing underground risks in writing

Excavation, Damage & Liability

- Imperial Landscaping of Central FL inc. is not responsible for damage to underground systems (including irrigation, electrical, septic, etc.) if they were not properly marked or
disclosed by the client.
- Hidden or unforeseen site conditions (e.g., buried debris, unstable soil) may incur additional charges, including a 20% handling fee.
- Damage to driveways, landscaping, or surfaces due to standard equipment operation is not covered unless caused by negligence.

Imperial Landscaping Of Central FL Inc.
-ESTIMATES EXPIRE IN 30 DAYS-

WARRANTIES
• 7-day warranty on Plants, Trees, Palms, Sod, or any living object. All sales are final on living objects, including palms, trees, sod, plants, etc.
• 30 day warranty on labor.
• Manufacturer warranties: 1-year manufacturer's warranty on fences and gutters; 1-year manufacturer's warranty on pavers; 1-year manufacturer's warranty on screens; 1-year manufacturer's warranty on pergolas.

DISCLAIMER
Imperial Landscaping of Central FL Inc. is not responsible for any manufacturer defects on outsourced products, including but not limited to pergolas, pavers, and materials purchased from a second or third party. Additionally, we are not responsible for any cracking, discoloration, fading, or imperfections in concrete slabs.

PAYMENT TERMS
For Pavers, Artificial Turf, French Drains, Landscaping Projects, Lighting, Pergolas, Fences, and Gutters:
• 50% deposit due upon contract agreement
• 50% due upon completion of the project

For Screen Rooms/Enclosures:
• 50% deposit due upon contract agreement
• 50% due upon completion of the project

Payment is due on the final day of project completion. A finance charge of 1.5% per month will be applied to all accounts not paid within 5 days of the due date. A $40 fee will be charged for any returned checks due to insufficient funds, and proper payment will be due immediately. Any unpaid balances will be turned over to a collection agency.

PAYMENT METHODS
• Cash, Check, Zelle, Venmo, Cash App, Credit Card.
• Credit card transactions will incur an additional 4.5% fee if the card is not present, or 4% if the card is present.

Zelle: 407-748-5404 | imperial_lawns@yahoo.com
Venmo: @Ivan-Cisneros-9
Cash App: $cisnerosI

PROPERTY RIGHTS & NON-PAYMENT CLAUSE
All materials will remain the property of Imperial Landscaping until payment has been received in full. In the event of non-payment, Imperial Landscaping retains the right of access and removal of materials. The customer agrees to pay all interest and any costs incurred in the collection of debt, including attorney fees.

If the customer:
• Refuses to allow Imperial Landscaping to begin or complete work
• Refuses to accept materials contracted for

• Prevents the delivery of said materials

Then, the customer agrees to pay liquidated damages equal to 100% of the total contracted price for both materials and labor. If necessary, unpaid balances may result in a lien being placed on the property.

AGREEMENT TO TERMS

By paying a deposit, you acknowledge that you have read and agree to these Terms and Conditions, even if no physical signature is provided.

Imperial Landscaping

Client's signature

Address

John Thompson
600 Roberts Rise Dr
Ocoee, Florida 34761

pressure washing $520.00T

power wash entrance-sidewalks, 2 decorative walls front & back

1 X $520.00

Subtotal	$520.00
Tax	$33.80
Total	$553.80

Review and approve

Stark Building Services Corp

14724 Huntley Dr Orlando, FL 32828

(407) 799-1695 tony@starkbuildingservices.com https://starkbuildingservices.com

If you receive an email that seems fraudulent, please check with the business owner before paying.

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power wash estimate-front entrance sub-division

From: Stark Building Services Corp (quickbooks@notification.intuit.com)

To: johnhooperthompson@yahoo.com

Date: Monday, February 9, 2026 at 01:12 PM EST

ESTIMATE 312 DETAILS

Stark Building Services Corp

$553.80

Review and approve

Powered by QuickBooks

Dear John Thompson,

Please find your estimate details here. Feel free to contact us if you have any questions. We look forward to working with you.

Have a great day!
J. Rodriguez
Stark Building Services Corp
Orlando, Florida

City of Ocoee
Neighborhood Matching Grants Program

RECEIVED 3/13/26 4:53pm

PLEASE PRINT OR TYPE

Name of Neighborhood: WELLINGTON PLACE

Project Leader: JEFF COURTERIER

Address for Project Leader: 2245 STEFANSHIRE AVE OCOEE 34761

Project Leader (Cell) 321-948-6712 Project Leader (Home) 321-948-6712

Email Address: Jeffcourterier@gmail.com

What is the name of your proposed project?

1) Entry Beautification and Identification

2) Open Space and Common Area Enhancements

3) Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

Does your neighborhood have an official Homeowners Association (legal entity)? YES

If Yes: (If No, skip to next section.)

When was it formed? 2002 How many members are in the association? 38

Are the members all homeowners in the neighborhood? YES

What is the official Homeowner Association's organizational structure? (President, V.P., Committees, etc.): PRESIDENT, VP, TREASURER

How does the association elect its leadership? When and how often are elections held?

HOA MEMBER VOTE, YEARLY

If your neighborhood does NOT have an HOA:

Do you have an active neighborhood group?_____ When was it organized?_____

How many members are in the group?_____

How many homes are in your neighborhood?_____

Does your group have an organizational structure? (President, Vice-President, Committees, etc.)

What is the dollar amount being requested? **(dollar amounts must be matched by the neighborhood. The maximum grant award is $2,000.)** $2000.00

Briefly describe the proposed project: TRIM TREES AND SHRUBS AROUND COMMON AREA RETENTION POND

List the project goals:

(1) TRIM TREES ABOVE SIDEWALK FOR CLEARANCE

(2) TRIM OVERGROWN SHRUBS TO MANAGEABLE HEIGHT

(3) BEAUTIFICATION OF RETENTION POND AREA

What is the location of the proposed project? (Attach 2-5 photos documenting existing conditions of the project site)
RETENTION POND IN CENTER OF NEIGHBORHOOD

For physical improvements (landscaping, entrance sign, gazebo, etc.), please define the exact site location(s). Use street names and measurements from the curb, including measurements from sidewalks, if applicable. Also provide measurements of the project (height, width, length) and **attach a drawing**.

For physical improvements, will it be located on:

Public Right-of-Way: _____

Private Property: _____

Common Area Owned by the Homeowners Association: AREA AROUND RETENTION POND
(Include written permission from the appropriate government agency if located in the right-of-way; or owner if located on private property.)

HOA's, please attach the meeting minutes reflecting the membership vote of approval for the proposed grant project. Non-HOA's, please attached a letter with signatures. See page 2.

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on _____ (date), and attached are the minutes/letter reflecting this vote.

JEFF COURTERIER

Print name of person preparing application

Signature of Project Leader

Signature of person preparing application

Date: 03/11/2026

Signature of Neighborhood President

Date: 03/11/2026

WELLINGTON PLACE
MEETING OF THE BOARD OF DIRECTORS
FEBRUARY 18, 2026, 6:30 PM
ASPIRE MANAGEMENT OFFICE, 1255 WINTER GARDEN VINELAND RD, STE 230, WINTER GARDEN
Board of Directors: Jeff Courterier, Ray Williams, Alex Nasser

CALL TO ORDER:
The meeting was called to order at 6:31 pm.

ESTABLISH A QUORUM::
Alex Nasser, Ray Williams, Jeff Courterier in attendance. A quorum was established.

PROOF OF NOTICE:
Proof of notice was duly given as per Florida Statutes, as it was posted at the front entry of the development at least 48 hours prior to start of meeting.

UNFINISHED BUSINESS:
The board reviewed current homeowner violations and approved several to be fined for non-compliance. Several violations were deemed to be corrected.

1246 Stonewater Circle: weeds in lawn and landscape beds.

2290 Stefanshire Ave: dirt patches in front lawn, excessive weeds in lawn and landscaping beds.

2290 Stefanshire Ave: fence needs to be painted.

NEW BUSINESS:
Discussion of applying for City of Ocoee neighborhood matching grant in order to subsidize the tree and bush trimming around the HOA retention pond. Motion to submit the application for matching grant was made by Jeff, seconded by Ray. Vote was taken, Jeff (aye), Ray (aye), Alex (aye). Vote passed unanimously. Grant app is due mid March, Jeff said he will head up the project and will submit for the grant asap after obtaining the necessary bids.

Discussion to have the sidewalks around the retention pond pressure washed was held. The board decided to table this until the trees/shrubs are trimmed around the retention pond.

Discussion to repair/replace the neighborhood entry signs as they are 20+ years old and badly weathered. The board decided to address this after other maintenance is performed and funds are available.

ADJOURNMENT:
The meeting was adjourned at 6:36 pm.

Minutes taken by Jeff Courterier, HOA President

Selvin Chilel Landscaping

407-590-4016

Wellington Place Hoa

March 03, 2026

Work site: Wellington Place HOA retention pond

Scope of work:

1)Trim trees around pond so that bottom branches are 14-16 ft above sidewalk.

2) Trim hedges around pond area so that they are approx. 18" high.

3) Clean up all trimmed debris and dispose of it properly.

Estimate: $3756.00

Tax @ 6.5%: $244.14

Total: $4,000.14

Deposit $0

Quote to be payed in full at completion of work

Authorized signature: _____

LANDCARE
TREE SERVICE
Serving Orange County

TREE TRIMMING ESTIMATE

Bill To
Wellington Place HOA

Estimate #	0000226
Estimate date	03/11/26
Due date	03/18/26

QTY	Description	Unit Price	Amount
1	Trim approx 25 trees around pond, lower branches	$110	$2750
2	Trim all hedges around pond area to a height of 18"	$1500	$1500
3	Chip and cleanup as necessary	N/C	N/C

Subtotal		$4250
Sales Tax	6.5%	$276.25
Total (USD)		$4526.25

Terms and Conditions

Payment is due in 14 days

Customer Signature

Arreola's Tree Service LLC

ESTIMATE

849 Keats Ave
Orlando, Florida 32809
407 470 4918
arreolasllc@gmail.com

DATE: 3/13/2026

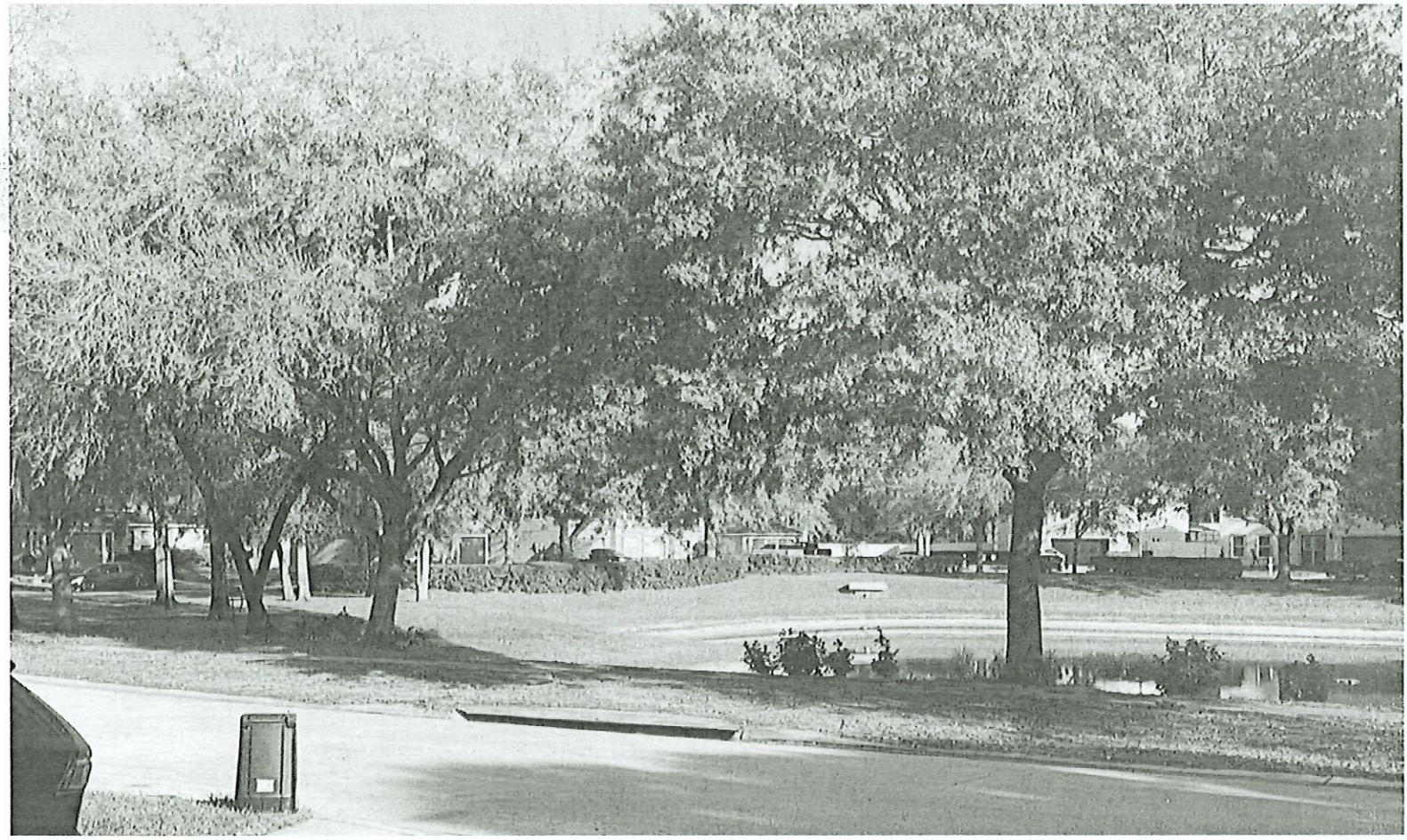
TO: JEFF C

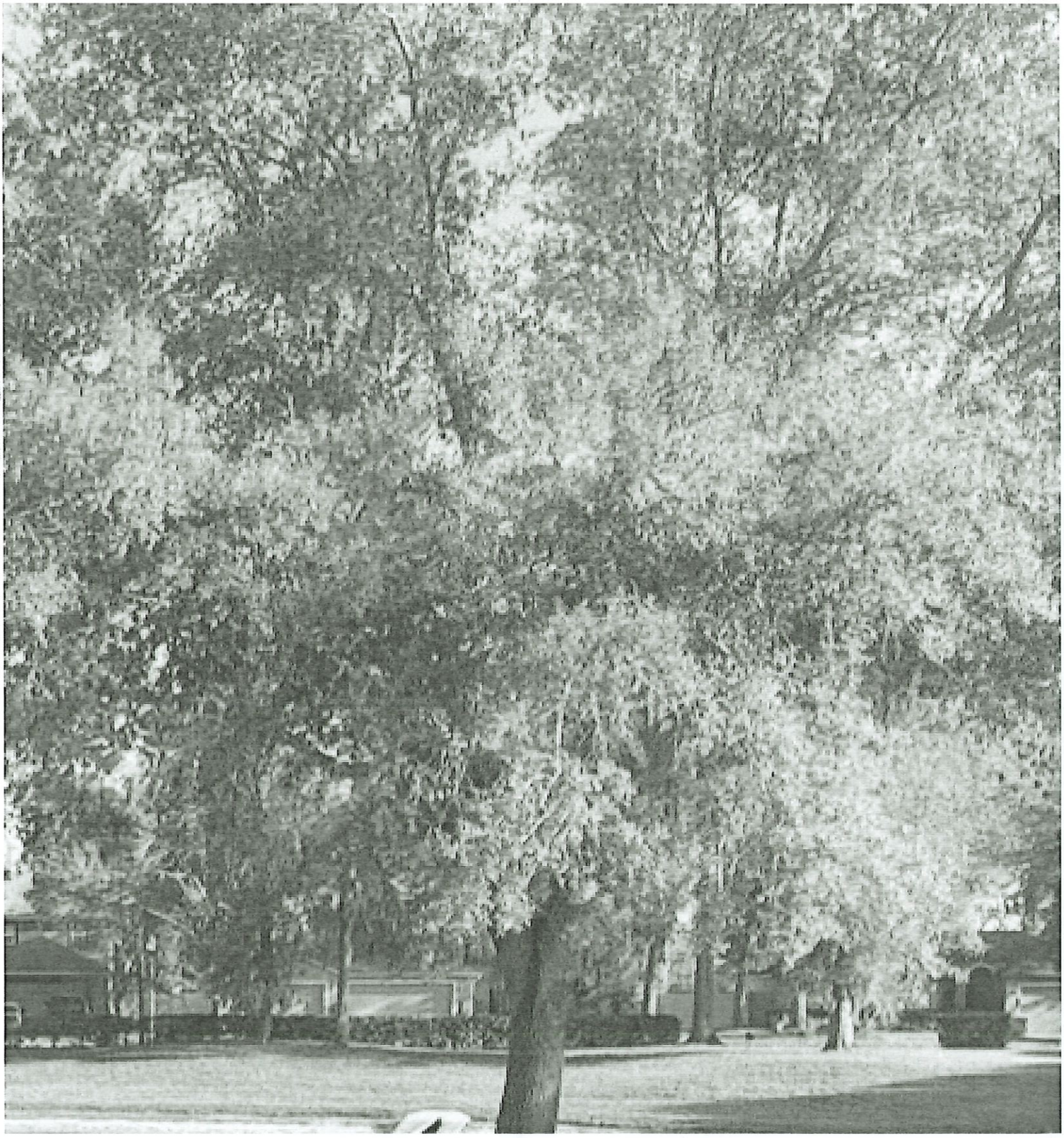
FOR: TREE WORK

	WORK ADDRESS:1245 STONEWATER CR OCOEE FL 34761	
	WORK DETAILS:	
	PER CUSTOMER WANTS TO CLEAN UP POND AREA FROM OVERGROWN	
	VEGETATION AND BUSHES. WE WILL ELEVATE ALL THE TREES AROUND THE POND	
	TO 16 FT PER TREE TO A HEALTHY POINT ALSO WE WILL INSPECTED EACH TREE	
	FOR DEADWOOD STRESS WOOD OR MISTLETOE.	
	PER CUSTOMER WANTS TO REDUCE LUGUSTRUM BUSHES TO 18 INCHES.	
	THERE ARE 25 + TREES AND 3 ROWS OF SHRUBS TO CUT BACK.	
	PRICE INCLUDES HAULING DEBRIS AWAY FROM PROPERTY.	
	Total	$2800.00
	Payment	0
	Balance	0

Make all checks payable to Arreola's Tree Service LLC

THANK YOU FOR YOUR BUSINESS!





STAFF REPORT

Meeting Date: April 21, 2026
Item #: 3

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

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: Approval to Submit Application for Orange County EMS Grant – Automated External Defibrillators (AEDs). (Deputy Fire Chief Van Camp)

Background Summary:

The Orange County Emergency Medical Services (OC EMS) Advisory Council Awards Grant Program provides funding opportunities for local agencies to enhance emergency medical response capabilities through the acquisition of equipment and related resources. The Ocoee Fire Department would like approval to apply for funding to replace aging Automated External Defibrillators (AEDs) currently in service.

The department's existing AED inventory includes units that are significantly outdated and approaching or exceeding their recommended service life. These devices are critical life-saving tools utilized during cardiac emergencies and must remain reliable, technologically current, and compliant with evolving EMS standards.

The proposed project includes the replacement of ten (10) AEDs that are currently deployed in multiple city buildings with modern, fully automatic devices equipped with cellular connectivity, data capabilities, and enhanced patient care features. According to the vendor quote, the total project cost for equipment, maintenance, and data services is $32,607.00.

Issue:

Should the Honorable Mayor and City Commission approve the submission of an application to the OC EMS Advisory Council Awards Grant Program for the replacement of ten (10) Automated External Defibrillators?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve the submission of an application to the OC EMS Advisory Council Awards Grant Program for the replacement of ten (10) Automated External Defibrillators.

Approval of this item will authorize the Ocoee Fire Department to seek grant funding to enhance emergency medical response capabilities and improve patient care outcomes through the acquisition of updated AED technology.

Attachments:

None

Financial Impacts:
The total estimated project cost is $32,607.00, which includes AED units, preventative maintenance, and associated data services .

If awarded, the OC EMS Advisory Council Awards Grant Program is expected to offset all or a portion of the project cost. Any required matching funds or unfunded balance will be brought back to City Commission for approval, if necessary.

Type of Item: Consent

STAFF REPORT

Meeting Date: April 21, 2026
Item #: 4

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

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval to Award Invitation to Bid (ITB) #26-004 Lakewood Avenue North Gravity Sewer Project Phase 1 & 2. (Procurement Manager Tolbert)

Background Summary: The City of Ocoee solicited bids from qualified contractors for Phase 1 of the project, which is federally funded through an Environmental Protection Agency (EPA) grant in the amount of $1,408,412.00. Phase 1of the project consists of the installation of a gravity sewer system, including new manholes, stub outs, service laterals, and cleanouts, to be constructed by open-cut methods. Phase 1 of the project is federally funded through an Environmental Protection Agency (EPA) grant.
Phase 2 of the project will be funded by the Owner's capital funds. The second phase includes the installation of additional gravity sewer infrastructure, as well as segments of forcemain, associated appurtenances, and related utility components. This phase also includes the installation of a watermain system.
In addition to piping installation, the project includes connections to existing water mains and manholes, installation of hydrants, valves, and fittings, pressure testing, and restoration of affected areas, including roadway, driveways, curb, sodding, seeding, and other associated improvements as required.
All work shall comply with the City of Ocoee Engineering Standards Manual (see Section 02100) and must be performed in accordance with all applicable permits issued by the respective agencies. All work shall be performed while maintaining the functional operation of the existing reclaim mains.

The ITB was publicly advertised on February 15, 2026, and opened on March 31, 2026. There were a total of seven (7) bids received and all were deemed responsive. The bids ranged from $4,516,700.00 to $6,177,423.00 and are available in the finance department for review. Staff recommends awarding ITB #26-004 Lakewood Avenue North Gravity Sewer Project Phase 1 & 2 to the lowest bidder, J. Malever Construction Company, for the total bid of $4,516,700.00 per the attached Award Recommendation from Utilities' Director Jen Bolling. The Utilities Department has a good working relationship with J. Malever Construction Company on multiple projects under Contract RFQ #22-005 Continuing Contract to Bid Small Construction Projects. This total bid comes in under the Engineer's Estimate of $5,044,000.00.

	Bidder	Phase 1	Phase 2	Total Bid
1.	**J. Malever Construction Company**	**$1,173,150.00**	**$3,343,550.00**	**$4,516,700.00**
2.	APEC, LLC	$954,550.00	$4,024,000.00	$4,978,550.00
3.	DB Civil Construction, LLC	$1,411,900.00	$3,586,950.00	$4,998,850.00

Issue:
Should the Honorable Mayor and City Commission award the bid for the Lakewood Avenue North Gravity Sewer Project Phase 1 and Phase 2 to J. Malever Construction Company and approve the associated funding changes?

Recommendations:
Staff recommends the Honorable Mayor & City Commission:

1. Award ITB #26-004 Lakewood Avenue North Gravity Sewer Project Phase 1 & 2 to J. Malever Construction Company for the amount of $4,516,700.00, and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received.

2. Approve the necessary funding changes.

3. Authorize the City Manager to approve change orders to this contract up to the limit of his purchasing authority for each change order and up to the budgeted amount for this project for all change orders.

Attachments:
1. Award Recommendation
2. Bid Tabulation
3. Invitation to Bid
4. J. Malever Bid Submission
5. Addendum 01
6. Addendum 02 / Amended Plans
7. Addendum 03

Financial Impacts:
The Lakewood Avenue North Gravity Sewer Project Phase 1 is funded by an EPA Federal Grant in the amount of $1,408,412.00. Phase 1 & 2 has been budgeted for Fiscal Year 2025-2026 in the amount of $3,500,000.00 from the Wastewater Capital Improvements Carry Forward Fund (408-535-10-6302) under Job Number P000435. This construction project will have a total budget of $5,396,778.62, with additional funding in the amount of $1,896,778.62, which will be reallocated from the following job numbers and funding sources.

- $115,781.78 from the Wastewater Capital Improvements Carry Forward Fund (408-535-10-6302), Job Number P000252
- $15,312.44 from the Water Capital Improvements Carry Forward Fund (408-533-10-6302), Job Number P000252
- $361,224.00 from the Water Capital Improvements Carry Forward Fund (408-533-10-6302), Job Number P000284
- $704,984.80 from the Water Capital Improvements Carry Forward Fund (408-533-10-6302), Job Number T5023
- $150,000.00 from the Water Capital Improvements Fund (404-533-10-6302), Job Number T5035
- $549,475.60 from the Water Capital Improvements Carry Forward Fund (408-533-10-6302), Job Number T5035

Type of Item: Consent

Mayor
Rusty Johnson

City Manager
Craig Shadrix

ocoee
florida

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

MEMORANDUM

TO: **Alexis Chentouf**
Purchasing Technician

Through: **Jennifer Bolling, P.E.**
Utilities Director

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

DATE: **Thursday, April 9, 2026**

RE: **ITB #26-004 Lakewood Avenue North Gravity Sewer Project Phase 1 & 2**
Award Recommendation

The Lakewood Avenue North Gravity Sewer Project Phase 1 & 2 has been budgeted for Fiscal Year 2025-2026 in the amount of **$3,500,000.00** from the Wastewater Capital Improvements Carry Forward Fund (408-535-10-6302) under Job Number P000435. This project will have a total budget of **$5,396,778.62,** with additional funding in the amount of **$1,896,778.62,** from the following job numbers and funding sources.

- **$115,781.78** from the Wastewater Capital Improvements Carry Forward Fund (408-535-10-6302), Job Number P000252
- **$15,312.44** from the Water Capital Improvements Carry Forward Fund (408-533-10-6302), Job Number P000252
- **$361,224.00** from the Water Capital Improvements Carry Forward Fund (408-533-10-6302), Job Number P000284
- **$704,984.80** from the Water Capital Improvements Carry Forward Fund (408-533-10-6302), Job Number T5023
- **$150,000.00** from the Water Capital Improvements Fund (404-533-10-6302), Job Number T5035
- **$549,475.60** from the Water Capital Improvements Carry Forward Fund (408-533-10-6302), Job Number T5035

The Utilities Department recommends awarding ITB #26-004 Lakewood Avenue North Gravity Sewer Project Phase 1 & 2, to the lowest responsive bidder for the base bid, J. Malever Construction Company, in the amount of **$4,516,700.00** based on the following:

- On March 31, 2026, bids were opened for ITB #26-004 Lakewood Avenue North Gravity Sewer Project Phase 1 & 2. The three lowest bidders and their bid prices are listed below.

1. J. Malever Construction Company
   301 Sampey Road
   Groveland, FL 34736
   Base Bid Price: $4,516,700.00

2. APEC, LLC
   5401 S. Kirkman Rd #336
   Orlando, FL 32819
   Base Bid Price: $4,978,550.00

3. DB Civil Construction, LLC
   4475 US-1 S, Ste 707
   St. Augustine, FL 32086
   Base Bid Price: $4,998,850.00

The Utilities Department has a good working relationship with J. Malever Construction Company on multiple projects under Contract RFQ #22-005 Continuing Contract to Bid Small Construction Projects.

BID TABULATION

ITB #26-004 Lakewood Avenue North Gravity Sewer Project Phase 1 Phase 2
03/31/26 2:00 P.M.

BIDDER			APEC LLC		DB CIVIL CONSTRUCTION		J MALEVER CONSTRUCTION		MIDSOUTH INC.		PRIME CONSTRUCTION GROUP, INC.		SANPIK INC.		WEST2WEST CONSTRUCTION, LLC	
Acknowledgement of Addendum 1,2, & 3			✓		✓		✓									
Bid Security			Bid Bond		Bid Bond		Bid Bond		Bid Bond		Bid Bond		Bid Bond		Bid Bond	
Exceptions			No		No		No									
Company Verification			✓		✓		✓									
Required Forms			**303 - Drug Free		✓		✓									
DESCRIPTION	**UNITS**	**EST'D 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**
PHASE 1 - GRANT FUNDED																
Mobilization/Demobilization	Lump Sum	1	$150,000.00	$150,000.00	$140,000.00	$140,000.00	$58,325.00	$58,325.00	$59,700.00	$59,700.00	$75,000.00	$75,000.00	$489,000.00	$489,000.00	$54,600.00	$54,600.00
Maintenance of Traffic	Lump Sum	1	$30,000.00	$30,000.00	$250,000.00	$250,000.00	$152,000.00	$152,000.00	$46,100.00	$46,100.00	$250,000.00	$250,000.00	$32,500.00	$32,500.00	$164,580.00	$164,580.00
As-Built Survey ($8,500 minimum bid)	Lump Sum	1	$30,000.00	$30,000.00	$10,000.00	$10,000.00	$12,000.00	$12,000.00	$13,000.00	$13,000.00	$50,000.00	$50,000.00	$32,500.00	$32,500.00	$26,100.00	$26,100.00
12" PVC Sewer Pipe 0'-6'	Linear Feet	740	$120.00	$88,800.00	$150.00	$111,000.00	$240.00	$177,600.00	$412.00	$304,880.00	$345.00	$255,300.00	$210.00	$155,400.00	$382.25	$282,865.00
12" PVC Sewer Pipe 6'-8'	Linear Feet	290	$140.00	$40,600.00	$170.00	$49,300.00	$275.00	$79,750.00	$466.00	$135,140.00	$385.00	$111,650.00	$258.00	$74,820.00	$382.25	$110,852.50
12" PVC Sewer Pipe 8'-10'	Linear Feet	245	$170.00	$41,650.00	$220.00	$53,900.00	$375.00	$91,875.00	$620.00	$151,900.00	$425.00	$104,125.00	$318.00	$77,910.00	$382.25	$93,651.25
12" PVC Sewer Pipe 10'-12'	Linear Feet	50	$210.00	$10,500.00	$300.00	$15,000.00	$515.00	$25,750.00	$1,430.00	$71,500.00	$450.00	$22,500.00	$354.00	$17,700.00	$382.25	$19,112.50
Remove 8" PVC Sewer and Replace with 12" PVC Sewer Pipe	Linear Feet	80	$300.00	$24,000.00	$900.00	$72,000.00	$745.00	$59,600.00	$1,076.00	$86,080.00	$650.00	$52,000.00	$354.00	$28,320.00	$497.75	$39,820.00
8" PVC Sewer Pipe 0'-6'	Linear Feet	35	$200.00	$7,000.00	$230.00	$8,050.00	$640.00	$22,400.00	$584.00	$20,440.00	$330.00	$11,550.00	$195.00	$6,825.00	$367.45	$12,860.75
8" PVC Sewer Pipe 6'-8'	Linear Feet	65	$200.00	$13,000.00	$240.00	$15,600.00	$690.00	$44,850.00	$583.00	$37,895.00	$375.00	$24,375.00	$243.00	$15,795.00	$367.45	$23,884.25
8" PVC Sewer Pipe 8'-10'	Linear Feet	45	$200.00	$9,000.00	$340.00	$15,300.00	$740.00	$33,300.00	$667.00	$30,015.00	$410.00	$18,450.00	$303.00	$13,635.00	$367.45	$16,535.25
Sewer Manholes 0'-4', 4'-8', 8'-10'' Depth	Vertical Feet	90	$2,500.00	$225,000.00	$1,500.00	$135,000.00	$1,200.00	$108,000.00	$2,608.00	$234,720.00	$2,400.00	$216,000.00	$1,170.00	$105,300.00	$1,026.28	$92,365.20
Sanitary Service Connections and Cleanouts	Each	19	$2,500.00	$47,500.00	$6,000.00	$114,000.00	$5,000.00	$95,000.00	$10,460.00	$198,740.00	$5,000.00	$95,000.00	$1,736.00	$32,984.00	$2,233.60	$42,438.40
Initial Pavement	Ton	340	$300.00	$102,000.00	$850.00	$289,000.00	$275.00	$93,500.00	$373.00	$126,820.00	$340.00	$115,600.00	$227.00	$77,180.00	$290.40	$98,736.00
Final Pavement	Ton	200	$300.00	$60,000.00	$275.00	$55,000.00	$275.00	$55,000.00	$306.00	$61,200.00	$410.00	$82,000.00	$227.00	$45,400.00	$312.00	$62,400.00
1" Pavement Milling	Square Yards	3,500	$10.00	$35,000.00	$10.00	$35,000.00	$9.00	$31,500.00	$6.00	$21,000.00	$15.00	$52,500.00	$19.00	$66,500.00	$12.40	$43,400.00
Concrete Work	Square Yards	35	$300.00	$10,500.00	$130.00	$4,550.00	$120.00	$4,200.00	$163.00	$5,705.00	$125.00	$4,375.00	$162.00	$5,670.00	$114.00	$3,990.00
Material Above Pipe Bedding and Initial Backfill	Cubic Yards	300	$60.00	$18,000.00	$80.00	$24,000.00	$45.00	$13,500.00	$183.00	$54,900.00	$80.00	$24,000.00	$162.00	$48,600.00	$27.25	$8,175.00
Replace with 15" RCP Storm Sewer Pipe	Linear Feet	40	$300.00	$12,000.00	$380.00	$15,200.00	$375.00	$15,000.00	$1,070.00	$42,800.00	$400.00	$16,000.00	$194.00	$7,760.00	$142.85	$5,714.00
TOTAL PHASE 1 BID				$954,550.00		$1,411,900.00		$1,173,150.00		$1,702,535.00		$1,580,425.00		$1,333,799.00		$1,202,080.10
PHASE 2 - NOT GRANT FUNDED																
Mobilization/Demobilization	Lump Sum	1	$150,000.00	$150,000.00	$340,000.00	$340,000.00	$165,000.00	$165,000.00	$179,690.00	$179,690.00	$210,000.00	$210,000.00	$489,000.00	$489,000.00	$132,000.00	$132,000.00
Maintenance of Traffic	Lump Sum	1	$30,000.00	$30,000.00	$290,000.00	$290,000.00	$152,000.00	$152,000.00	$66,280.00	$66,280.00	$250,000.00	$250,000.00	$32,500.00	$32,500.00	$152,862.00	$152,862.00
As-Built Survey	Lump Sum	1	$30,000.00	$30,000.00	$15,000.00	$15,000.00	$12,000.00	$12,000.00	$19,500.00	$19,500.00	$50,000.00	$50,000.00	$65,000.00	$65,000.00	$53,436.00	$53,436.00
12" PVC Sewer Pipe 0'-6'	Linear Feet	540	$120.00	$64,800.00	$150.00	$81,000.00	$240.00	$129,600.00	$460.00	$248,400.00	$345.00	$186,300.00	$210.00	$113,400.00	$412.25	$222,615.00
12" PVC Sewer Pipe 6'-8'	Linear Feet	1,150	$140.00	$161,000.00	$170.00	$195,500.00	$275.00	$316,250.00	$403.00	$463,450.00	$385.00	$442,750.00	$258.00	$296,700.00	$412.25	$474,087.50
8" PVC Sewer Pipe 0'-6'	Linear Feet	80	$140.00	$11,200.00	$230.00	$18,400.00	$640.00	$51,200.00	$416.00	$33,280.00	$330.00	$26,400.00	$195.00	$15,600.00	$397.45	$31,796.00
8" PVC Sewer Pipe 6'-8'	Linear Feet	110	$140.00	$15,400.00	$240.00	$26,400.00	$690.00	$75,900.00	$431.00	$47,410.00	$375.00	$41,250.00	$243.00	$26,730.00	$397.45	$43,719.50
8" PVC Sewer Pipe 8'-10'	Linear Feet	70	$210.00	$14,700.00	$340.00	$23,800.00	$740.00	$51,800.00	$677.00	$47,390.00	$410.00	$28,700.00	$303.00	$21,210.00	$397.45	$27,821.50
Sewer Manholes 0'-4', 4'-8', 8'-10' Depth	Vertical Feet	90	$2,500.00	$225,000.00	$1,500.00	$135,000.00	$1,200.00	$108,000.00	$2,440.00	$219,600.00	$2,400.00	$216,000.00	$1,170.00	$105,300.00	$1,025.28	$92,275.20
12' PVC Force Main Via Open Cut	Linear Feet	400	$350.00	$140,000.00	$150.00	$60,000.00	$300.00	$120,000.00	$383.00	$153,200.00	$290.00	$116,000.00	$249.00	$99,600.00	$151.85	$60,740.00
12 Tapping Sleeve and Valve	Each	2	$15,000.00	$30,000.00	$30,000.00	$60,000.00	$16,000.00	$32,000.00	$20,360.00	$40,720.00	$17,000.00	$34,000.00	$25,000.00	$50,000.00	$15,031.00	$30,062.00
Sanitary Service Connections and Cleanouts	Each	19	$400.00	$7,600.00	$6,000.00	$114,000.00	$5,000.00	$95,000.00	$10,010.00	$190,190.00	$5,000.00	$95,000.00	$2,386.00	$45,334.00	$6,898.60	$131,073.40
Initial Pavement	Ton	535	$300.00	$160,500.00	$850.00	$454,750.00	$275.00	$147,125.00	$365.00	$195,275.00	$340.00	$181,900.00	$227.00	$121,445.00	$290.40	$155,364.00
Final Pavement	Ton	320	$300.00	$96,000.00	$275.00	$88,000.00	$275.00	$88,000.00	$303.00	$96,960.00	$410.00	$131,200.00	$227.00	$72,640.00	$306.00	$97,920.00
1" Pavement Milling	Square Yards	5,700	$10.00	$57,000.00	$10.00	$57,000.00	$9.00	$51,300.00	$6.00	$34,200.00	$15.00	$85,500.00	$19.00	$108,300.00	$12.40	$70,680.00
Concrete Work	Square Yards	1,600	$110.00	$176,000.00	$90.00	$144,000.00	$120.00	$192,000.00	$144.00	$230,400.00	$125.00	$200,000.00	$162.00	$259,200.00	$114.00	$182,400.00
Material Above Pipe Bedding and Initial Backfill	Cubic Yards	1100	$250.00	$275,000.00	$40.00	$44,000.00	$45.00	$49,500.00	$180.00	$198,000.00	$80.00	$88,000.00	$39.00	$42,900.00	$27.10	$29,810.00
Contaminated Soil Excavation With Offsite Disposal	Cubic Yards	50	$500.00	$25,000.00	$50.00	$2,500.00	$400.00	$20,000.00	$1,036.00	$51,800.00	$350.00	$17,500.00	$104.00	$5,200.00	$637.35	$31,867.50

BID TABULATION

ITB #26-004 Lakewood Avenue North Gravity Sewer Project Phase 1 Phase 2
03/31/26 2:00 P.M.

Management of Contaminated Materials and Soils/Fill	Lump Sum	1	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$14,000.00	$14,000.00	$26,000.00	$26,000.00	$15,000.00	$15,000.00	$32,500.00	$32,500.00	$118,200.00	$118,200.00
Removal and Disposal of Contaminated Groundwater	Lump Sum	1	$16,000.00	$16,000.00	$20,000.00	$20,000.00	$23,000.00	$23,000.00	$104,910.00	$104,910.00	$20,000.00	$20,000.00	$32,500.00	$32,500.00	$429,066.00	$429,066.00
Ductile Iron Water Main via Open Cut	Linear Feet	2,900	$350.00	$1,015,000.00	$130.00	$377,000.00	$140.00	$406,000.00	$140.00	$406,000.00	$250.00	$725,000.00	$206.00	$597,400.00	$130.85	$379,465.00
Furnish and Install 8-inch Ductile Iron Water Main via Open Cut	Linear Feet	400	$325.00	$130,000.00	$110.00	$44,000.00	$100.00	$40,000.00	$181.00	$72,400.00	$195.00	$78,000.00	$158.00	$63,200.00	$97.40	$38,960.00
Furnish and Install 6-inch Ductile Iron Water Main via Open Cut	Linear Feet	180	$260.00	$46,800.00	$100.00	$18,000.00	$95.00	$17,100.00	$171.00	$30,780.00	$165.00	$29,700.00	$130.00	$23,400.00	$75.05	$13,509.00
Polyethylene Water Main via Open Cut	Linear Feet	80	$260.00	$20,800.00	$30.00	$2,400.00	$80.00	$6,400.00	$54.00	$4,320.00	$95.00	$7,600.00	$41.00	$3,280.00	$31.40	$2,512.00
Ductile Iron Fittings	Ton	18	$25,000.00	$450,000.00	$5,000.00	$90,000.00	$14,000.00	$252,000.00	$13,080.00	$235,440.00	$5,000.00	$90,000.00	$11,400.00	$205,200.00	$8,771.05	$157,878.90
12-inch Gate Valve and Box	Each	22	$6,600.00	$145,200.00	$9,000.00	$198,000.00	$5,500.00	$121,000.00	$5,850.00	$128,700.00	$6,650.00	$146,300.00	$5,745.00	$126,390.00	$7,301.30	$160,628.60
8-inch Gate Valve and Box	Each	9	$6,900.00	$62,100.00	$5,000.00	$45,000.00	$3,300.00	$29,700.00	$3,600.00	$32,400.00	$4,850.00	$43,650.00	$3,333.00	$29,997.00	$3,849.70	$34,647.30
6-inch Gate Valve and Box	Each	3	$6,200.00	$18,600.00	$4,000.00	$12,000.00	$2,400.00	$7,200.00	$2,810.00	$8,430.00	$3,650.00	$10,950.00	$2,310.00	$6,930.00	$2,807.55	$8,422.65
2-inch Gate Valve and Box	Each	3	$3,200.00	$9,600.00	$1,800.00	$5,400.00	$1,800.00	$5,400.00	$2,140.00	$6,420.00	$3,350.00	$10,050.00	$1,343.00	$4,029.00	$1,799.65	$5,398.95
8-inch Single Linestop	Each	2	$10,000.00	$20,000.00	$16,000.00	$32,000.00	$10,500.00	$21,000.00	$16,590.00	$33,180.00	$16,250.00	$32,500.00	$11,198.00	$22,396.00	$12,300.00	$24,600.00
6-inch Single Linestop	Each	6	$12,000.00	$72,000.00	$12,000.00	$72,000.00	$9,400.00	$56,400.00	$15,460.00	$92,760.00	$14,000.00	$84,000.00	$9,865.00	$59,190.00	$10,047.00	$60,282.00
2-inch Single Linestop	Each	9	$3,500.00	$31,500.00	$7,500.00	$67,500.00	$2,500.00	$22,500.00	$8,870.00	$79,830.00	$5,700.00	$51,300.00	$2,679.00	$24,111.00	$4,828.00	$43,452.00
Fire Hydrant Assembly	Each	7	$8,000.00	$56,000.00	$12,000.00	$84,000.00	$10,000.00	$70,000.00	$10,480.00	$73,360.00	$12,500.00	$87,500.00	$8,371.00	$58,597.00	$8,440.00	$59,080.00
2-inch Air Release Valve Assembly	Each	2	$8,000.00	$16,000.00	$10,000.00	$20,000.00	$10,000.00	$20,000.00	$13,760.00	$27,520.00	$12,000.00	$24,000.00	$7,549.00	$15,098.00	$8,440.20	$16,880.40
8-inch PVC Water Main Connection	Each	9	$2,500.00	$22,500.00	$4,500.00	$40,500.00	$4,500.00	$40,500.00	$7,710.00	$69,390.00	$5,500.00	$49,500.00	$7,572.00	$68,148.00	$3,946.95	$35,522.55
6-inch PVC Water Main Connection	Each	4	$2,500.00	$10,000.00	$3,800.00	$15,200.00	$3,500.00	$14,000.00	$7,440.00	$29,760.00	$5,000.00	$20,000.00	$7,373.00	$29,492.00	$3,179.50	$12,718.00
2-inch GS Water Main Connection	Each	4	$1,500.00	$6,000.00	$1,800.00	$7,200.00	$1,500.00	$6,000.00	$4,060.00	$16,240.00	$2,500.00	$10,000.00	$4,042.00	$16,168.00	$1,768.75	$7,075.00
1-inch Single Service Connection, Short	Each	12	$1,200.00	$14,400.00	$1,800.00	$21,600.00	$1,500.00	$18,000.00	$2,220.00	$26,640.00	$4,500.00	$54,000.00	$2,207.00	$26,484.00	$1,305.30	$15,663.60
1-inch Single Service Connection, Long	Each	14	$2,800.00	$39,200.00	$3,000.00	$42,000.00	$8,000.00	$112,000.00	$5,540.00	$77,560.00	$5,000.00	$70,000.00	$3,150.00	$44,100.00	$1,337.40	$18,723.60
1-inch Double Service Connection, Short	Each	4	$350.00	$1,400.00	$2,600.00	$10,400.00	$1,500.00	$6,000.00	$3,020.00	$12,080.00	$6,000.00	$24,000.00	$2,375.00	$9,500.00	$1,714.75	$6,859.00
1-inch Double Service Connection, Long	Each	1	$550.00	$550.00	$3,500.00	$3,500.00	$15,000.00	$15,000.00	$10,230.00	$10,230.00	$6,500.00	$6,500.00	$3,245.00	$3,245.00	$1,676.20	$1,676.20
Backflow Preventer Service Connection	Each	1	$18,500.00	$18,500.00	$7,000.00	$7,000.00	$7,500.00	$7,500.00	$12,080.00	$12,080.00	$3,100.00	$3,100.00	$6,782.00	$6,782.00	$3,578.00	$3,578.00
Grout and Abandon Existing Water Main (2-inch to 8-inch)	Linear Feet	3,690	$10.00	$36,900.00	$10.00	$36,900.00	$20.00	$73,800.00	$28.70	$105,903.00	$20.00	$73,800.00	$39.00	$143,910.00	$21.25	$78,412.50
Removal and Disposal of Existing Fire Hydrants	Each	3	$4,500.00	$13,500.00	$2,500.00	$7,500.00	$7,500.00	$22,500.00	$3,560.00	$10,680.00	$4,200.00	$12,600.00	$1,105.00	$3,315.00	$1,940.00	$5,820.00
Driveway Restoration for Dirt and Gravel Driveways	Square Yards	150	$115.00	$17,250.00	$50.00	$7,500.00	$25.00	$3,750.00	$40.00	$6,000.00	$35.00	$5,250.00	$65.00	$9,750.00	$85.15	$12,772.50
Sod	Square Yards	600	$10.00	$6,000.00	$12.00	$7,200.00	$7.00	$4,200.00	$27.00	$16,200.00	$8.00	$4,800.00	$11.00	$6,600.00	$4.45	$2,670.00
Demolish Existing LS 46	Lump Sum	1	$8,500.00	$8,500.00	$100,000.00	$100,000.00	$25,025.00	$25,025.00	$159,730.00	$159,730.00	$25,000.00	$25,000.00	$58,500.00	$58,500.00	$112,200.00	$112,200.00
4" PVC Force Main Via Open Cut	Linear Feet	40	$250.00	$10,000.00	$120.00	$4,800.00	$160.00	$6,400.00	$54.00	$2,160.00	$200.00	$8,000.00	$44.00	$1,760.00	$34.90	$1,396.00
12" Blowoff Assembly	Each	1	$7,500.00	$7,500.00	$6,000.00	$6,000.00	$2,000.00	$2,000.00	$7,020.00	$7,020.00	$6,000.00	$6,000.00	$3,670.00	$3,670.00	$4,932.30	$4,932.30
8" Blowoff Assembly	Each	2	$6,500.00	$13,000.00	$5,000.00	$10,000.00	$1,500.00	$3,000.00	$5,720.00	$11,440.00	$4,000.00	$8,000.00	$3,404.00	$6,808.00	$3,214.10	$6,428.20
12-inch Single Linestop	Each	1	$15,000.00	$15,000.00	$22,000.00	$22,000.00	$15,500.00	$15,500.00	$23,580.00	$23,580.00	$20,700.00	$20,700.00	$21,500.00	$21,500.00	$20,720.00	$20,720.00
TOTAL PHASE 2 BID				$4,024,000.00		$3,586,950.00		$3,343,550.00		$4,474,888.00		$4,257,300.00		$3,734,009.00		$3,920,679.85
TOTAL BASE BID: PHASE 1 & PHASE 2				$4,978,550.00		$4,998,850.00		$4,516,700.00		$6,177,423.00		$5,837,725.00		$5,067,808.00		$5,122,759.95
				2		3		1								
Yellow highlighted cells indicates discrepancies on bid form																
Bidders listed in alphabetical order.																
*Missing forms considered a minor irregularity																
**License check, submitted forms & references verified only on lowest three firms.																

SECTION 00020

INVITATION TO BID

ITB #26-004 Lakewood Avenue North Gravity Sewer Project
Phase 1 & Phase 2

The City of Ocoee, Florida ("City", "Owner") is soliciting sealed Bids for the Project **ITB #26-004 26-004 Lakewood Avenue North Gravity Sewer Project Phase 1 & Phase 2.** ***Phase 1*** of this project is funded by an EPA federal grant. All work performed under Phase 1 shall comply with the requirements outlined in Appendix C – Federal Grant Compliance Documents. These include Davis-Bacon labor standards, AIS/BABA domestic material provisions, and other EPA grant conditions. Contractors shall account for these requirements in their bids. ***Phase 2*** is not grant funded; therefore, is not subject to these requirements .

Description of Work: All Work for the Project shall be constructed in accordance with the drawings and specifications and the Contact Documents prepared by Wright Pierce and the City of Ocoee Utilities Department. The proposed project will be awarded and constructed, in conformance with the plans, specifications, and City of Ocoee Engineering Standards Manual. Bids shall be deemed to include all items necessary for the furnishing, delivering, and installing of all materials, equipment, incidentals, and services, including all labor for the work which is generally described as the following:

A. ***Phase 1*** will be solely funded by a grant received by the Owner. Phase 1 of the project will include approximately 1,350 LF of 12-inch polyvinyl chloride (PVC) PVC-SDR 26 gravity sewer system by open cut installation, ten (10) new manholes, four (4) 8-inch PVC-SDR 26 stub outs, service laterals and cleanouts.

B. ***Phase 2*** of the project will be funded by the Owners capital funds. The second phase of this project includes the installation of approximately 1,650 linear feet of 12-inch PVC-SDR 26 gravity sewer system and approximately 400 linear feet of 12-inch PVC-DR18 forcemain by open-cut installation, nine (9) new manholes, five (5) 8-inch PVC-SDR 26 stub outs, one (1) 4-inch PVC-DR18 forcemain stub out, service laterals and cleanouts. This phase also includes 2,900 linear feet of 12-inch ductile iron watermain installed by open cut. Along with the installation of the piping the project consists of connections to existing water mains and manholes, installation of hydrants, valves, fittings, pressure testing, open cut and restoration of associated roadway, driveways, curb, sodding, seeding and other restoration as may be required.

C. All work must be in compliance with the City of Ocoee Engineering Standards Manual. See Section 02100. All work activities shall be required to be in accordance with the permits issued by the respective agencies. All work performed will be required to be done while maintaining the functional operation of the existing reclaim mains.

The City is ONLY accepting electronic solicitation responses online through the City's Bonfire 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 electronically through the Bonfire 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 e-procurement platform. Bonfire platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

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

Upon completing the registration with Bonfire, bidders will be able to submit a bid securely, any time before the bid submission deadline, at https://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 platform and an email confirmation of the bid submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the bid deadline. Bidders are encouraged to allow ample time to upload and submit their Bid as the system will automatically lock upon the bid submission deadline. The actual contract award will be made by the Ocoee City Commission at a later date. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitute public records under Florida law.

Bid Submission Deadline: Bids will only be accepted electronically through the Bonfire Platform **until 2:00 p.m., local time, on March 31, 2026.** Bidders shall submit one (1) complete electronic copy, preferably in a single file, of their Bid on the Bonfire Platform. Bids must be received by Bonfire no later than the bid submission deadline**.** It shall be the sole responsibility of the Bidder to have its Bid **uploaded and submitted** on the Bonfire Platform prior to the due date and time. Any attempt to submit a bid after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. A virtual public bid opening will be held at approximately 2:01 pm. or as soon thereafter. Once available, the details on how to access the virtual bid opening will be posted in the project file on Bonfire and available on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings.

Deadline for Receipt of Questions: The City will receive questions regarding this ITB only through written inquires directed to Alexis Chentouf, Purchasing Technician at achentouf@ocoee.org OR through the questions and answer section of the project file on Bonfire until **March 17, 2026, at 2:00 p.m., local time.** Any clarifications/changes will be made by way of written addenda only, issued by Purchasing and posted on Bonfire. Bidders should not contact City staff, with the exception of the Purchasing Technician, or other City consultants for information regarding this ITB before the Bid award date. Any contact with any other member of City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.

Pre-Bid Conference: A non-mandatory pre-bid conference is scheduled for **10:00 a.m. local time on Tuesday, March 3, 2026** at the City of Ocoee Commissions Chambers, 1 N. Bluford Ave, Ocoee, FL 34761.

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

Convicted Vendor List (Public Entity Crime). A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on an award to provide any goods or services to a public entity, may not submit a bid on an award with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See s. 287.133(2)(a), Florida Statutes.]

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

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

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

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

END OF SECTION

SECTION 00300

BID FORM

SUBMITTED: 3/31/26
(Date)

PROJECT IDENTIFICATION: CITY OF OCOEE ITB #26-004
LAKEWOOD AVENUE NORTH GRAVITY SEWER PROJECT
PHASE 1 & 2

NAME OF BIDDER: J. Malever Construction Company

BUSINESS ADDRESS: 301 Sampey Rd. PHONE NO.: 352-429-9507

CITY, STATE, ZIP: Groveland, FL 34736

CONTRACTOR'S FEDERAL I.D. NUMBER 59-3551606

CONTRACTOR'S FLORIDA LICENSE NO.: CUC 1225535

THIS BID IS SUBMITTED TO: City of Ocoee, Florida (hereinafter called Owner)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work, as specified or indicated in the Contract Documents for the Contract Price and within the Contract Times indicated in this Bid Form and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Bidding Documents, including, without limitation, those dealing with the disposition of Bid Bond. This Bid will remain open for ninety (90) calendar days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Amendment to the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Intent to Award.

3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and the Agreement and further warrants and represents that:

   a. Bidder has examined copies of all the Bidding Documents and of the following Addenda:

No. #1	Dated 3/10	No.	Dated:		
No. #2	Dated 3/26	No.	Dated:		
No. #3	Dated 3/30	No.	Dated:		
No.	Dated	No.	Dated:		

(Receipt of all which is hereby acknowledged) and also copies of the Invitation to Bid and the Instructions to Bidders.

b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing the Work.

c. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions, as provided in paragraph 4.02.1 of the General Conditions. Bidder accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely, as provided in paragraph 4.02 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

d. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work, or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

e. Bidder understands the full extent and scope of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.

f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and date with the Contract Documents.

g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

i. Bidder hereby agrees to commence Work under this contract on the date to be specified in the Notice to Proceed and to fully complete all work of the project within the Contract Time specified in the Contract for Construction (Section 00500). Bidder further accepts the provisions of the Contract for Construction as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Contract for Construction (Section 00500), for each consecutive calendar day completion of the Work is delayed.

Completion Schedule:

1) The Work shall be Substantially Complete within the Contract Time specified in Article 3.1 of the Proposed Contract for Construction (Section 00500).

2) The Work shall be finally complete within the Contract Time specified in Article 3.1 of the Proposed Contract for Construction (Section 00500).

4. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents. Bidder submits the **TOTAL BID OR TOTAL BASE BID** to perform all the Work, as required by the Drawings and Specifications.

5. This Invitation to Bid is for the Lakewood Avenue Gravity Sewer Extension, which includes Phase 1 (Grant Funded) and Phase 2 (Not Grant Funded). The City intends to award one contract for the entire project to the bidder submitting the lowest combined total bid for Phase 1 and Phase 2. Bidders shall provide separate pricing for each phase as shown on the Bid Form, but the award will be based on the combined total of both phases. Partial awards will not be given.

6. The Contractor shall submit separate pay applications for Phase 1 and Phase 2 throughout the project, even if identical materials or equipment are used in both phases. Each pay application shall clearly identify the phase to which the work applies. Combined pay applications for both phases will not be accepted.

7. The following documents are made a condition of this Bid:

a. **Bidding Documents and shall include the following:**
   1. Bid Forms (entire Section 00300, 00301, 00301A, 00302, and 00303)
   2. Human Trafficking Affidavit (Section 00308)
   3. Company Not Entity of Foreign Country of Concern (Section 00309)
   4. E-Verify Affidavit (Section 00310)
   5. Sam.gov Registration Information (Section 00311)
   6. Byrd Anti Lobbying (Section 00312)
   7. Bid Bond (Surety Bond or Cashier's Check). (Section 00410)
   8. Non-Collusion Affidavit (Section 00480)
   9. Conflict of Interest Disclosure Form (Section 00480A)
   10. Certification of Non-Segregated Facilities (Section 00481)
   11. Sworn Statement on Public Entity Crimes (Section 00482)
   12. Certification of Nondiscriminatory Labor Practices (Section 00483)
   13. Certification Regarding Scrutinized Companies' Lists (Section 00484)

(Remainder of page intentionally left blank)

Bid Form: Lakewood Avenue Gravity Sewer Extension: Phase 1 - Grant Funded					
Item No.	Description	Units	Contract Quantity	Unit Price	Total Cost
1	Mobilization/Demobilization	Lump Sum	1	58,325.00	58,325.00
2	Maintenance of Traffic	Lump Sum	1	152,000.00	152,000.00
3	As-Built Survey ($8,500 minimum bid)	Lump Sum	1	12,000.00	12,000.00
4	12" PVC Sewer Pipe 0'-6'	Linear Feet	740	240.00	177,600.00
5	12" PVC Sewer Pipe 6'-8'	Linear Feet	290	275.00	79,750.00
6	12" PVC Sewer Pipe 8'-10'	Linear Feet	245	375.00	91,875.00
7	12" PVC Sewer Pipe 10'-12'	Linear Feet	50	515.00	25,750.00
8	Remove 8" PVC Sewer and Replace with 12" PVC Sewer Pipe	Linear Feet	80	745.00	59,600.00
9	8" PVC Sewer Pipe 0'-6'	Linear Feet	35	640.00	22,400.00
10	8" PVC Sewer Pipe 6'-8'	Linear Feet	65	690.00	44,850.00
11	8" PVC Sewer Pipe 8'-10'	Linear Feet	45	740.00	33,300.00
12	Sewer Manholes 0'-4', 4'-8', 8'-10" Depth	Vertical Feet	90	1,200.00	108,000.00
13	Sanitary Service Connections and Cleanouts	Each	19	5,000.00	95,000.00
14A	Initial Pavement	Ton	340	275.00	93,500.00
14B	Final Pavement	Ton	200	275.00	55,000.00
14C	1" Pavement Milling	Square Yards	3,500	9.00	31,500.00
15	Concrete Work	Square Yards	35	120.00	4,200.00
16	Replacement of unsuitable Material Above Pipe Bedding and Initial Backfill	Cubic Yards	300	45.00	13,500.00
17	Remove 15" Storm Sewer and Replace with 15" RCP Storm Sewer Pipe	Linear Feet	40	375.00	15,000.00
				Total Phase 1 Bid	1,173,150.00

Bid Form: Lakewood Avenue Gravity Sewer Extension: Phase 2 - Not Grant Funded					
Item No.	Description	Units	Contract Quantity	Unit Price	Total Cost
18	Mobilization/Demobilization	Lump Sum	1	165,000.00	165,000.00
19	Maintenance of Traffic	Lump Sum	1	152,000.00	152,000.00
20	As-Built Survey	Lump Sum	1	12,000.00	12,000.00
21	12" PVC Sewer Pipe 0'-6'	Linear Feet	540	240.00	129,600.00
22	12" PVC Sewer Pipe 6'-8'	Linear Feet	1,150	275.00	316,250.00
23	8" PVC Sewer Pipe 0'-6'	Linear Feet	80	640.00	51,200.00
24	8" PVC Sewer Pipe 6'-8'	Linear Feet	110	690.00	75,900.00
25	8" PVC Sewer Pipe 8'-10'	Linear Feet	70	740.00	51,800.00
26	Sewer Manholes 0'-4', 4'-8', 8'-10' Depth	Vertical Feet	90	1,200.00	108,000.00
27A	12' PVC Force Main Via Open Cut	Linear Feet	400	300.00	120,000.00
27B	12 Tapping Sleeve and Valve	Each	2	16,000.00	32,000.00
28	Sanitary Service Connections and Cleanouts	Each	19	5,000.00	95,000.00
29A	Initial Pavement	Ton	535	275.00	147,125.00
29B	Final Pavement	Ton	320	275.00	88,000.00
29C	1" Pavement Milling	Square Yards	5,700	9.00	51,300.00
30	Concrete Work	Square Yards	1,600	120.00	192,000.00
31	Replacement of unsuitable Material Above Pipe Bedding and Initial Backfill	Cubic Yards	1100	45.00	49,500.00
32	Contaminated Soil Excavation With Offsite Disposal	Cubic Yards	50	400.00	20,000.00
33	Management of Contaminated Materials and Soils/Fill	Lump Sum	1	14,000.00	14,000.00
34	Removal and Disposal of Contaminated Groundwater	Lump Sum	1	23,000.00	23,000.00
35	Furnish and Install 12-inch Ductile Iron Water Main via Open Cut	Linear Feet	2,900	140.00	406,000.00
36	Furnish and Install 8-inch Ductile Iron Water Main via Open Cut	Linear Feet	400	100.00	40,000.00
37	Furnish and Install 6-inch Ductile Iron Water Main via Open Cut	Linear Feet	180	95.00	17,100.00
38	Furnish and Install 2-inch Polyethylene Water Main via Open Cut	Linear Feet	80	80.00	6,400.00
39	Ductile Iron Fittings	Ton	18	14,000.00	252,000.00
40	12-inch Gate Valve and Box	Each	22	5,500.00	121,000.00
41	8-inch Gate Valve and Box	Each	9	3,300.00	29,700.00

Bid Form: Lakewood Avenue Gravity Sewer Extension: Phase 2 - Not Grant Funded					
Item No.	Description	Units	Contract Quantity	Unit Price	Total Cost
42	6-inch Gate Valve and Box	Each	3	2,400.00	7,200.00
43	2-inch Gate Valve and Box	Each	3	1,800.00	5,400.00
44	8-inch Single Linestop	Each	2	10,500.00	21,000.00
45	6-inch Single Linestop	Each	6	9,400.00	56,400.00
46	2-inch Single Linestop	Each	9	2,500.00	22,500.00
47	Fire Hydrant Assembly	Each	7	10,000.00	70,000.00
48	2-inch Air Release Valve Assembly	Each	2	10,000.00	20,000.00
49	8-inch PVC Water Main Connection	Each	9	4,500.00	40,500.00
50	6-inch PVC Water Main Connection	Each	4	3,500.00	14,000.00
51	2-inch GS Water Main Connection	Each	4	1,500.00	6,000.00
52	1-inch Single Service Connection, Short	Each	12	1,500.00	18,000.00
53	1-inch Single Service Connection, Long	Each	14	8,000.00	112,000.00
54	1-inch Double Service Connection, Short	Each	4	1,500.00	6,000.00
55	1-inch Double Service Connection, Long	Each	1	15,000.00	15,000.00
56	Backflow Preventer Service Connection	Each	1	7,500.00	7,500.00
57	Grout and Abandon Existing Water Main (2-inch to 8-inch)	Linear Feet	3,690	20.00	73,800.00
58	Removal and Disposal of Existing Fire Hydrants	Each	3	7,500.00	22,500.00
59	Driveway Restoration for Dirt and Gravel Driveways	Square Yards	150	25.00	3,750.00
60	Sod	Square Yards	600	7.00	4,200.00
61	Demolish Existing LS 46	LS	1	25,025.00	25,025.00
62	4' PVC Force Main Via Open Cut	Linear Feet	40	160.00	6,400.00
63	12" Blowoff Assembly	Each	1	2,000.00	2,000.00
64	8" Blowoff Assembly	Each	2	1,500.00	3,000.00
65	12-inch Single Linestop	Each	1	15,500.00	15,500.00
				Total Phase 2 Bid	3,343,550.00
				Total Bid: Phase 1 + Phase 2	4,516,700.00

Note: The combined total bid for Phase 1 and Phase 2 will be used to determine the lowest responsive bidder for award.

COMPANY NAME: J Malever Construction **BID PREPARED BY (PRINT):** Scott Tyre

6. The Bidder acknowledges that the City specifically reserves the right to accept and make an award to a Bidder that has not submitted the lowest Bid when, in Owner's sole and absolute discretion, it determines that action to be in its best interest. The terms used in this Invitation to Bid, which are defined in the General Conditions and included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

7. The work shall be performed under a Florida Underground Utility or General Contractor license. Contract shall not be awarded unless proof of valid license(s) is provided.

8. It is understood that where quantities for unit price work have been presented on the Bid Form, they are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis described in the measurement and payment clauses in the specifications contained herein.

9. BASE BID - SCHEDULE OF MANUFACTURERS/SUPPLIERS

If the foregoing Schedule of Bid Items is presented in a Base Bid format, the undersigned as Bidder, agrees that the Contract, if awarded, will be on the basis of the materials and equipment named in the Contract Documents, in accordance with Article 10 of the Instructions to Bidders (Section 00100). The undersigned, as Bidder, also agrees that the Total Bid reflects the equipment and material supplied by one of the manufacturers/suppliers listed in the City's Approved Materials List. If the Bidder desires to propose an alternate manufacturer/supplier, he may write in the name of such alternate in the substitution list included within this Bid Form, but he must, nevertheless, also choose an approved manufacturer/supplier. If the proposed alternate manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must furnish equipment and/or material items by the Bidder's chosen approved manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the manufacturer/supplier chosen by the City. Also, if the Bidder choses more than one approved manufacturer/supplier, he must use the first manufacturer/supplier written in the schedule of Base/Alternative Bid Manufactures/Suppliers table within this Bid Form (unless an alternate is approved).

10. SUBSTITUTIONS AND "OR EQUAL"

The undersigned as Bidder agrees that substitutions, or "equal," items will not be considered until after the effective date of the Agreement and will be evaluated in accordance with paragraphs 6.05.1 and 6.05.2 of the General Conditions. In addition to the reimbursement required under the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed alternates, such as, additional field trips for the Engineer, additional redesign costs, additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed alternates, such as; increased electrical requirements, larger building, additional pumps or tankage, etc., shall be borne by others and not the Owner. If

Bidder intends to propose substitutions or "equal" items after the effective date of the Agreement, it is agreed that these items must be listed on the Substitution List included within this Bid Form, with a deductive amount representing 50 percent of the total savings between the named Base Bid/Alternative Bid item and the proposed item. "Base Bid/Alternative Bid" item substitutions providing to the Owner equipment or material cost savings of less than $1,000 will not be considered. The undersigned, as Bidder, also agrees that if a substitution or "equal" item is not listed on the Substitution List included with the Bid, all of the savings between the named item and the proposed item will go to the Owner, if the Owner accepts the proposed item in accordance with paragraphs 6.05.1 and 6.05.2 of the General Conditions. The Owner may request, and the undersigned Bidder shall supply, complete information on proposed substitutions. Such information shall be the manufacturer's current published or preprinted information for the specific substitution.

11. As Bidder, I hereby certify that I am aware and understand that the City of Ocoee in its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all Bids, and/or to accept that Bid which is in the best interest of the City. The award of this Bid, if made, may be based on considerations other than total cost, and may be awarded based on various considerations, including but not limited to: Bidder experience and whether the Bid, in the judgment of the City, is the most responsive to the City's needs.

(Remainder of page intentionally left blank)

SCHEDULE OF BASE BID/ALTERNATIVE BID MANUFACTURERS/SUPPLIERS

Specification Section and Equipment Item	Approved Manufacturer/Supplier		
	First Choice	Second Choice	Third Choice
HDPE Pipe	WL Plastics	JM Eagle	Performance
PVC Pipe	Westlake	Diamond	National
DI Pipe	ACIPCO		
Fittings	Star Pipe Products	Sigma	
Valves (Actuator & Gate)	AFC / Milliken	AFC / Valmatic	
Valve Boxes	Sigma		
Valve Markers	Mojer		
Trace Wire	Southwire		
Air Release Valves	ARI		
MJ Restraints	Sigma	Star Pipe Products	
Hydrant Assembly	AFC		
Blow Off Assembly	AFC / Ford / Cashat		

SUBSTITUTION LIST Bidder offers the following substitutions and "equal" items.			
Equipment Item or Material	**Spec Section**	**Alternative Manufacturer/Supplier (List One Only)**	**Deductible Amount* (Indicate Whether Lump Sum or Unit Price)**
		N/A	
Represents 50 percent of the difference in cost in accordance with the General Conditions (Minimum Deductible Amount per Substitution Item shall be $1,000) (Bidder may make additional copies of this page as required.)			

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)
If Bidder is:

SOLE PROPRIETORSHIP

(SEAL)

(Individual's Signature)

(Individual's Name)

doing business as

Business Address:

Phone No.:

Florida License No.: _____

A PARTNERSHIP

(SEAL)

(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

Business address:

Phone No.:
Florida License No.: _____

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)
If Bidder is:

A CORPORATION

J Malever Construction Company
(Corporation Name)

Florida
(State of Incorporation)

By Scott Tyre
(Name of person authorized to sign)

Vice President
(Title)

Scott Tyre
(Authorized Signature)

(Corporate Seal)

Attest Christina Lee
(Secretary)

Business address: 301 Sampey Rd.
Groveland, FL 34736

Phone No.: (352) 429-9507

Corporation President: Cary Malever

Florida License No.: CUC1225535

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)

If Bidder is:

A JOINT VENTURE

By

(Name)

(Address)

By

(Name)

(Address)

Business Address:

Phone No.:

Florida License No.:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Florida License No.:

12 List the following in connection with the Surety which is providing the Bid Bond:

Surety's Name: Nationwide Mutual Insurance Company

Surety's Address: _____

14. Name and address of Surety's resident agent for service of process in Florida:

Benjamin French
Waldorff Insurance + Bonding
1110 NW 6th Street
Gainesville, FL 32601

(Remainder of page intentionally left blank.)

CORPORATE AUTHORITY TO EXECUTE DOCUMENTS

I HEREBY CERTIFY that a meeting of the Board of Directors of _____
J. Malever Construction Company, a corporation under
(Contractor's Corporate Name)
the laws of the State of Florida, held on the 23 day of March, 2026 the following resolution was duly passed and adopted:

"RESOLVED, that Scott Tyre Scott Tyre
(signature of individual) (typed name of individual)
as Vice President of the corporation, is hereby authorized to execute and all documents required to be signed by an officer of the Corporation in order to submit a valid bid, contract and bond for

CITY OF OCOEE
ITB #26-004
LAKEWOOD AVENUE NORTH GRAVITY SEWER PROJECT
PHASE 1 & PHASE 2

between the CITY OF OCOEE, a municipal corporation, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 23 day of March, 2026.

(CORPORATE SEAL)

_____ Cary Malever, President

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 23 day of March, 2026 by Scott Tyre, VP and Cary Malever, President
(name of officer or agent, title of officer or agent), by means of ☒ physical presence or ☐ online notarization, of J. Malever Construction (name of corporation 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 and did/did not take an oath. known to me

(Seal)

_____
(Notary Public)
My Commission Expires: 9/6/2029

CHRISTINA L. LEE
Notary Public
State of Florida
Comm# HH709844
Expires 9/6/2029

END OF SECTION

SECTION 00301
QUESTIONNAIRE

Bidder shall fill out questionnaire form with all information pertinent to his/her company and the Lakewood Avenue North Gravity Sewer Project Phase 1 & Phase 2.

DATE: March 23, 2026

PROJECT IDENTIFICATION: City of Ocoee ITB #26-004
Lakewood Avenue North Gravity Sewer Project
Phase 1 & Phase 2

NAME OF BIDDER: J. Malever Construction

BUSINESS ADDRESS: 301 Sampey Rd. Groveland, FL 34736

TELEPHONE NO.: (352)429-9507 EMAIL Scott@JMalever.com

CONTRACTOR'S FLORIDA LICENSE NO. CUC1225535

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

1. How many years has your organization been in business as a General Contractor?
   26

2. Describe and give the date and owner of the last project the Bidder has completed, similar in type, size, and nature as the one proposed?
   City of Ocoll - Oakland Ave
   City of Ocoll - Floral St

3. Has the Bidder ever worked on a project requiring Horizontal Directional Drills? If so please describe.
   Yes. We subcontract out this work. We dig the bore pit (drill + receiving) and do any dewatering. Subcontractor does the drilling + Fusing

4. How many years of experience does the Bidder have with Horizontal Directional Drills? When was the Bidder's latest project with HDD?
   Blue Spruce City of Ocoll, Oakland Ave City of Ocoll
   30 year experience

5. Has the Bidder ever failed to complete work awarded to them? If so, where and why?
   No

6. Name three (3) municipalities for which the Bidder has performed similar work and contact person:

City of Ocoee – TJ Tomlinson 407-905-3159
City of Orlando – Howard Elkins 407-246-2289
City of Groveland – Mike Walker 352-584-5293

7. Has the Bidder personally inspected the site of the proposed Work? Describe any anticipated problems with the site and the proposed solutions?

Yes. N/A

8. Will the Bidder Subcontract any part of this Work? If so, describe which portions AND provide the percentage for each subcontracted portion of the project:

Contaminated soil hauling. 1%
Contaminated water hauling. >1%
Concrete work 4%
Directional Bore 1%

9. What equipment does the Bidder plan on using to complete the Work?

330 Cat excavator, 320 Cat excavator, 304 Cat excavator
928 Cat loader, D3 dozer, vibratory roller

10. State the true and exact, correct, and complete name under which the Bidder does business.

Bidder is: J. Malever Construction Company

11. Does the Bidder have any Exceptions to the terms of the Contract Documents? __ Yes ✓ No

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

END OF SECTION

SECTION 00301-A

SUBCONTRACTOR & SUPPLIER LIST

Will your firm be doing all the Work with your own forces? Yes____ No ✓ (Check yes only if no subcontracting opportunities exist. If you will be doing portions of the Work with your own forces, list these areas and approximate dollar amount allocated for this Work. List suppliers).

List all proposed subcontractors and suppliers to be used to include company names, contractor license number, contact, addresses, phone numbers, type of work subcontracted (trade/commodity), and dollar amount of work. Provide all information requested. Use additional sheets if necessary.

Submit Update Subcontractor/Supplier List with each progress payment requested. Submit Final Subcontractor/Supplier List with Final Payment Request.

	COMPANY NAME, CONTACT ADDRESS, PHONE NUMBER	WORK TO BE PERFORMED (TRADE) OR COMMODITY TO BE SUPPLIED	ESTIMATED DOLLAR AMOUNT
1	Specialty Concrete	Conc work	$150,000
2	Atlantic Drilling	Dia Drill	$25,000
3			
4			
5			
6			
7			

END OF SECTION

SECTION 00302

COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT
(90-96, LAWS OF FLORIDA)

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act are included in the various items of the bid and in the Lump Sum Total Bid Price shown in Section 00300 - Bid Form, "Schedule of Bid Items". For informational purposes only, the bidder is required to further identify these costs in the summary below.

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A	Trench Box	LF	3,500	$ 2.00	$ 7,000.00
B	Slope	LF	3480	$ 1.00	$ 3,480.00
C				$	$
D				$	$
				TOTAL	$

BIDDER: J. Malever Construction

SIGNED: Scott Tyre

BY: Scott Tyre
(Print or type name)

TITLE: Vice President

DATE: March 23, 2026

THIS IS NOT A PAY ITEM: The purpose of this form is to gather information on the costs associated with trench safety measures and to ensure Bidder has considered these costs and included them in the Lump Sum Total Bid price. Contractor will not receive additional payment if actual quantities differ from those estimated or if the Contractor uses a safety measure different than those listed.

(Failure to complete this Form may result in the Bid being declared non-responsive.)

END OF SECTION

SECTION 00303
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. In accordance with Florida Statute 287.087, whenever two or more bids that 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 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. 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: J. Malever Construction
Signed: Scott Tyre
Print: Scott Tyre
Title: Vice President
Date: March 23, 2026

END OF SECTION

SECTION 00308

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 Contractor. Under penalties of perjury, I declare I have read the foregoing and the facts stated are true.

By: Scott Tyre
Print Name: Scott Tyre
Print Title: Vice President
Company Name: J. Malever construction

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence / ☐ online notarization, this 23 day of March, 2026, by Scott Tyre, as the Vice President of J Malever const., who is ☒ personally known to me or ☐ produced n/a as identification.

(Seal)

CHRISTINA L. LEE
Notary Public
State of Florida
Comm# HH709844
Expires 9/6/2029

Notary Public Signature
Print Notary Name: Christina L. Lee
My Commission Expires: 9/6/2029

SECTION 00309

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:

1. I am an officer or representative of J. Malever Constr. (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
2. Entity is not owned by the government of a foreign country of concern.
3. No government of a foreign country of concern has a controlling interest in Entity.
4. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
5. 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.
6. 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: Scott Tyre

Printed Name: Scott Tyre

Title: Vice President

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me ☒ by physical presence / ☐ by electronic means on this 23 day of March 2026 by Scott Tyre, who ☒ is personally known to me / ☐ presented n/a as identification and who ☐ did / ☐ did not take an oath.

(Seal) CHRISTINA L. LEE
Notary Public
State of Florida
Comm# HH709844
Expires 9/6/2029

Notary Public Signature

Print Notary Name: Christina L. Lee

My Commission Expires: 9/6/2029

SECTION 00310

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Scott Tyre

Print Name: Scott Tyre, VP

Date: March 23, 2026

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of X physical presence or ☐online notarization, this Mar. 23, 2026 (date) by Scott Tyre, VP (name of officer or agent, title of officer or agent) of J. Malever Const. (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

CHRISTINA L. LEE
Notary Public
State of Florida
Comm# HH709844
Expires 9/6/2029

Name typed, printed or stamped

CHRISTINA L. LEE
Notary Public
State of Florida
Comm# HH709844
Expires 9/6/2029

My Commission Expires: _____

New

E-Verify+™

Modernize the employment eligibility verification process today!

Learn More Enable E-Verify+

My Company Profile

Company Information

Company Name
J Malever Construction Company

Doing Business As (DBA) Name

Company ID
935433

Enrollment Date
Jan 05, 2016

Employer Identification Number (EIN)
593551606

Unique Entity Identifier (UEI)

DUNS Number
090719332

Total Number of Employees
20 to 99

NAICS Code
237

Sector
Construction

Subsector
Heavy and Civil Engineering Construction

Edit Company Information

Employer Category

Employer Category
None of these categories apply

Edit Employer Category

SECTION 00311

SAM.GOV REGISTRATION INFORMATION – REVISED FORM

In accordance with applicable federal requirements, the City of Ocoee will verify all bidders on SAM.gov (System for Award Management) for federal debarment or suspension exclusions as a responsibility determination. The City of Ocoee requires the successful Bidder to register with Sam.gov, if not already registered, prior to execution of this contract.

Contractor: J. Malever Construction Company

Unique Entity ID (UEI) number: S1PXQCZ78LS6

CAGE Code: n/a

Physical Address: 301 Sampey Rd.
Groveland, FL 34736

Expiration date of Registration: n/a

SECTION 00312

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] J. Malever Construction certifies, to the best of his or her knowledge, that:

1. No Federal 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 an 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 Federal 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the 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.

Contractor, [Company] J. Malever Construction, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Scott Tyre
Signature of Contractor's Authorized Official

Scott Tyre, Vice President
Name and Title of Contractor's Authorized Official

END OF SECTION

SECTION 00410
BID BOND

Bidder shall provide the City with a Bid Bond in the amount of five percent (5%) of the contract bid.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, J. Malever Construction Company, Inc. _____, as Principal, and Nationwide 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) $ 5% _____

Five Percent 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 31 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 Project: " ITB #26-004 Lakewood Avenue North Gravity Sewer Project Phase 1 & Phase 2."

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 _____	**(SEAL)**
_____ (Business Address)	
_____ _____ (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.

J. Malever Construction Company, Inc.
(Corporation Name)

Florida
(State of Incorporation)

By: Scott Tyre
(Name of Person Authorized to Sign - See Note 1)

Vice President
(Title)

Scott Tyre
(Authorized Signature)

Cary Malever
(Corporation President)

301 Sampey Rd, Groveland, FL 34736
(Business Address)

352-429-9507
(Telephone No.) (Florida License No.)

(1) _____
(Witness)

(2) _____
(Witness)

(SEAL)

SURETY

Nationwide Mutual Insurance Company (Surety Business Name)	Witness: (If agency is not a Corporation) (1) _____ (Witness)
One West Nationwide Blvd.1-14-301, Columbus, OH 43215 (Principal Place of Business)	(2) _____ (Witness)
By: _____ (Surety Agent's Signature - See Note 2)	Attest: (If Agency is a Corporation)
Benjamin H. French (Surety Agent's Name)	_____ (Corporate Secretary Signature)
Attorney-in-Fact & Fla. Resident Agent (Surety Agent's Title)	_____ (Corporate Secretary Name) Account Executive
M.E. Wilson Company, LLC dba Waldorff Insurance & Bonding (Business Name of Local Agent for Surety)	NATIONWIDE MUTUAL INSURANCE COMPANY · COLUMBUS, OHIO · SEAL · SURETY USE ONLY
1110 NW 6th Street, Gainesville, FL 32601 (Business Address)	
352-374-7779 (Telephone No.)	TBD BID BOND (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 Alachua)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31 day of March, 2026 by Benjamin H. French as Attorney-in-Fact, who is personally known to me or who has produced personally known as identification on behalf of Nationwide Mutual Insurance Company (Surety Company), a Ohio (State) Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said Nationwide Mutual Insurance 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 Nationwide Mutual Insurance Company (Surety Company).

Given under my hand and seal this 31 day of March, 2026.

Rebekah Sharp

(Notary Public)

My Commission Expires 08/15/2026

END OF SECTION

REBEKAH SHARP
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 398683
MY COMMISSION EXPIRES AUG. 15, 2027

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
BENJAMIN H FRENCH; BRENDA W NEILL; J E S WEBB; KYLE F FULLER; L DALE WALDORFF; REBEKAH F SHARP; TRAVA RIDLON; WILLIAM S NEILL;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 31 day of March, 2026.

Assistant Secretary

BDJ 1(10-25)00

SECTION 00480

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Lake

Scott Tyre, being first duly swore deposes and says:

1. He/She is the Vice President (Owner, Partner, Office, Representative or Agent) of J. Malever Construction Company, the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: Scott Tyre
Title: Scott Tyre, Vice Pres.

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23 day of March, 2026, by Scott Tyre in the state of Florida County of Lake.

Notary Public
My Commission Expires: 9/6/2029

CHRISTINA L. LEE
Notary Public
State of Florida
Comm# HH709844
Expires 9/6/2029

END OF SECTION

BID CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in 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:

J. Malever Construction Company
Firm Name

Scott Tyre
Signature

Scott Tyre, Vice President
Name and Title (Print or Type)

March 23, 2026
Date

SECTION 00481

CERTIFICATION OF NONSEGREGATED FACILITIES

Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. 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. 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.

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 are incorporated herein.

Note:

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

Date March 23, 20 26 J. Malever Construction

By: Scott Tyre

Scott Tyre, Vice President
(Title)

Official Address (including Zip Code):

301 Sampey Rd.
Groveland, FL 34736

ATTACH AND INCLUDE AS PART OF PROPOSAL FORM; FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

END OF SECTION

SECTION 00482
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to City of Ocoee, Florida by J. Malever Constr.
by Scott Tyre, Vice President
(Print individual's Name & Title)
whose business address is 301 Sampey Rd.
Groveland, FL 34736

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement below applies).

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

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

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

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

By: Scott Tyre
Print Name: Scott Tyre, VP
Company: J Malever Construction

STATE OF Florida
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23 day of March, 2026 by Scott Tyre affixed his/her signature in the place provided above on this 23 day of March, 2026.

(Seal)

CHRISTINA L. LEE
Notary Public
State of Florida
Comm# HH709844
Expires 9/6/2029

Notary Public
My Commission Expires: 9/6/2029

END OF SECTION

SECTION 00483

CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

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

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

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

(1) I have X I have not _____ participated in a previous contract or subcontract subject to the Equal Opportunity Clause and

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

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

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

Date March 23, 2026 By: Scott Gue
(Signature of Authorized Official)

J. Malever Construction Company
(Name of Construction Contractor or Subcontractor)

301 Sampey Rd. Groveland, FL 34736
(Address of Construction Contractor or Subcontractor)

(352)429-9507 (Telephone Number)

59-3551606 (Employer Identification No.)

END OF SECTION

SECTION 00484

CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that Bidder is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not 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. 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: J. Malever Construction

By: Scott Tyre
(Authorized Signature)

Printed Name and Title: Scott Tyre, Vice President

Date: March 23, 2026

END OF SECTION

Mayor
Rusty Johnson

City Manager
Craig Shadrix

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

March 10, 2026

ADDENDUM NO. ONE (1)
CITY OF OCOEE
ITB #26-004 Lakewood Avenue North Gravity Sewer Project Phase 1 & Phase 2

This addendum shall modify and become a part of the original ITB Documents for ITB #26-004. This addendum consists of eighty-eight (88) pages. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

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

1. Revised Bid Form

- The Bid Form has been revised. All Bidders must submit the revised Bid Form attached to this addendum.

2. Wright-Pierce Section 01150 – Measurement and Payment

- The revised Section 01150 will be attached to this addendum.

3. Revised Contract Drawings

- The revised drawings will be attached to this addendum.

4. Questions / Answers

Q1. What is the engineer's estimate for this project?

A1. The estimated cost of the project is $5,044,000.00.

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Attachments:

Bid Form – Revised

Wright-pierce Section 01150 – Measurement and Payment

Revised Contract Drawings

SECTION 00300

BID FORM

SUBMITTED: _____
(Date)

PROJECT IDENTIFICATION: CITY OF OCOEE ITB #26-004
LAKEWOOD AVENUE NORTH GRAVITY SEWER PROJECT
PHASE 1 & 2

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____PHONE NO.: _____

CITY, STATE, ZIP: _____

CONTRACTOR'S FEDERAL I.D. NUMBER _____

CONTRACTOR'S FLORIDA LICENSE NO.: _____

THIS BID IS SUBMITTED TO: City of Ocoee, Florida (hereinafter called Owner)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work, as specified or indicated in the Contract Documents for the Contract Price and within the Contract Times indicated in this Bid Form and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Bidding Documents, including, without limitation, those dealing with the disposition of Bid Bond. This Bid will remain open for ninety (90) calendar days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Amendment to the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Intent to Award.

3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and the Agreement and further warrants and represents that:

   a. Bidder has examined copies of all the Bidding Documents and of the following Addenda:

   No. _____ Dated _____ No. _____ Dated: _____
   No. _____ Dated _____ No. _____ Dated: _____
   No. _____ Dated _____ No. _____ Dated: _____
   No. _____ Dated _____ No. _____ Dated: _____

   (Receipt of all which is hereby acknowledged) and also copies of the Invitation to Bid and the Instructions to Bidders.

b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing the Work.

c. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions, as provided in paragraph 4.02.1 of the General Conditions. Bidder accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely, as provided in paragraph 4.02 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

d. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work, or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

e. Bidder understands the full extent and scope of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.

f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and date with the Contract Documents.

g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

i. Bidder hereby agrees to commence Work under this contract on the date to be specified in the Notice to Proceed and to fully complete all work of the project within the Contract Time specified in the Contract for Construction (Section 00500). Bidder further accepts the provisions of the Contract for Construction as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Contract for Construction (Section 00500), for each consecutive calendar day completion of the Work is delayed.

Completion Schedule:

1) The Work shall be Substantially Complete within the Contract Time specified in Article 3.1 of the Proposed Contract for Construction (Section 00500).

2) The Work shall be finally complete within the Contract Time specified in Article 3.1 of the Proposed Contract for Construction (Section 00500).

4. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents. Bidder submits the **TOTAL BID OR TOTAL BASE BID** to perform all the Work, as required by the Drawings and Specifications.

5. This Invitation to Bid is for the Lakewood Avenue Gravity Sewer Extension, which includes Phase 1 (Grant Funded) and Phase 2 (Not Grant Funded). The City intends to award one contract for the entire project to the bidder submitting the lowest combined total bid for Phase 1 and Phase 2. Bidders shall provide separate pricing for each phase as shown on the Bid Form, but the award will be based on the combined total of both phases. Partial awards will not be given.

6. The Contractor shall submit separate pay applications for Phase 1 and Phase 2 throughout the project, even if identical materials or equipment are used in both phases. Each pay application shall clearly identify the phase to which the work applies. Combined pay applications for both phases will not be accepted.

7. The following documents are made a condition of this Bid:

a. **Bidding Documents and shall include the following**:

1. Bid Forms (entire Section 00300, 00301, 00301A, 00302, and 00303)
2. Human Trafficking Affidavit (Section 00308)
3. Company Not Entity of Foreign Country of Concern (Section 00309)
4. E-Verify Affidavit (Section 00310)
5. Sam.gov Registration Information (Section 00311)
6. Byrd Anti Lobbying (Section 00312)
7. Bid Bond (Surety Bond or Cashier's Check). (Section 00410)
8. Non-Collusion Affidavit (Section 00480)
9. Conflict of Interest Disclosure Form (Section 00480A)
10. Certification of Non-Segregated Facilities (Section 00481)
11. Sworn Statement on Public Entity Crimes (Section 00482)
12. Certification of Nondiscriminatory Labor Practices (Section 00483)
13. Certification Regarding Scrutinized Companies' Lists (Section 00484)

(Remainder of page intentionally left blank)

Bid Form: Lakewood Avenue Gravity Sewer Extension: Phase 1 - Grant Funded					
Item No.	**Description**	**Units**	**Contract Quantity**	**Unit Price**	**Total Cost**
1	Mobilization/Demobilization	Lump Sum	1		
2	Maintenance of Traffic	Lump Sum	1		
3	As-Built Survey ($8,500 minimum bid)	Lump Sum	1		
4	12" PVC Sewer Pipe 0'-6'	Linear Feet	740		
5	12" PVC Sewer Pipe 6'-8'	Linear Feet	290		
6	12" PVC Sewer Pipe 8'-10'	Linear Feet	245		
7	12" PVC Sewer Pipe 10'-12'	Linear Feet	50		
8	Remove 8" PVC Sewer and Replace with 12" PVC Sewer Pipe	Linear Feet	80		
9	8" PVC Sewer Pipe 0'-6'	Linear Feet	35		
10	8" PVC Sewer Pipe 6'-8'	Linear Feet	65		
11	8" PVC Sewer Pipe 8'-10'	Linear Feet	45		
12	Sewer Manholes 0'-4', 4'-8', 8'-10" Depth	Vertical Feet	90		
13	Sanitary Service Connections and Cleanouts	Each	19		
14A	Initial Pavement	Ton	340		
14B	Final Pavement	Ton	200		
14C	1” Pavement Milling	Square Yards	3,500		
15	Concrete Work	Square Yards	35		
16	Replacement of unsuitable Material Above Pipe Bedding and Initial Backfill	Cubic Yards	300		
17	Remove 15" Storm Sewer and Replace with 15" RCP Storm Sewer Pipe	Linear Feet	40		
				Total Phase 1 Bid	

Bid Form: Lakewood Avenue Gravity Sewer Extension: Phase 2 - Not Grant Funded					
Item No.	**Description**	**Units**	**Contract Quantity**	**Unit Price**	**Total Cost**
18	Mobilization/Demobilization	Lump Sum	1		
19	Maintenance of Traffic	Lump Sum	1		
20	As-Built Survey	Lump Sum	1		
21	12" PVC Sewer Pipe 0'-6'	Linear Feet	540		
22	12" PVC Sewer Pipe 6'-8'	Linear Feet	1,150		
23	8" PVC Sewer Pipe 0'-6'	Linear Feet	80		
24	8" PVC Sewer Pipe 6'-8'	Linear Feet	110		
25	8" PVC Sewer Pipe 8'-10'	Linear Feet	70		
26	Sewer Manholes 0'-4', 4'-8', 8'-10' Depth	Vertical Feet	90		
27A	12' PVC Force Main Via Open Cut	Linear Feet	400		
27B	12 Tapping Sleeve and Valve	Each	**2**		
28	Sanitary Service Connections and Cleanouts	Each	19		
29A	Initial Pavement	Ton	535		
29B	Final Pavement	Ton	320		
29C	1" Pavement Milling	Square Yards	5,700		
30	Concrete Work	Square Yards	1,600		
31	Replacement of unsuitable Material Above Pipe Bedding and Initial Backfill	Cubic Yards	1100		
32	Contaminated Soil Excavation With Offsite Disposal	Cubic Yards	50		
33	Management of Contaminated Materials and Soils/Fill	Lump Sum	1		
34	Removal and Disposal of Contaminated Groundwater	Lump Sum	1		
35	Furnish and Install 12-inch Ductile Iron Water Main via Open Cut	Linear Feet	2,900		
36	Furnish and Install 8-inch Ductile Iron Water Main via Open Cut	Linear Feet	400		
37	Furnish and Install 6-inch Ductile Iron Water Main via Open Cut	Linear Feet	180		
38	Furnish and Install 2-inch Polyethylene Water Main via Open Cut	Linear Feet	80		
39	Ductile Iron Fittings	Ton	18		
40	12-inch Gate Valve and Box	Each	22		
41	8-inch Gate Valve and Box	Each	9		

Bid Form: Lakewood Avenue Gravity Sewer Extension: Phase 2 - Not Grant Funded					
Item No.	**Description**	**Units**	**Contract Quantity**	**Unit Price**	**Total Cost**
42	6-inch Gate Valve and Box	Each	3		
43	2-inch Gate Valve and Box	Each	3		
44	8-inch Single Linestop	Each	2		
45	6-inch Single Linestop	Each	6		
46	2-inch Single Linestop	Each	9		
47	Fire Hydrant Assembly	Each	7		
48	2-inch Air Release Valve Assembly	Each	2		
49	8-inch PVC Water Main Connection	Each	9		
50	6-inch PVC Water Main Connection	Each	4		
51	2-inch GS Water Main Connection	Each	4		
52	1-inch Single Service Connection, Short	Each	12		
53	1-inch Single Service Connection, Long	Each	14		
54	1-inch Double Service Connection, Short	Each	4		
55	1-inch Double Service Connection, Long	Each	1		
56	Backflow Preventer Service Connection	Each	1		
57	Grout and Abandon Existing Water Main (2-inch to 8-inch)	Linear Feet	3,690		
58	Removal and Disposal of Existing Fire Hydrants	Each	3		
59	Driveway Restoration for Dirt and Gravel Driveways	Square Yards	150		
60	Sod	Square Yards	600		
61	Demolish Existing LS 46	LS	1		
62	4' PVC Force Main Via Open Cut	Linear Feet	40		
63	12" Blowoff Assembly	Each	1		
64	8" Blowoff Assembly	Each	2		
65	12-inch Single Linestop	Each	1		
				Total Phase 2 Bid	
				Total Bid: Phase 1 + Phase 2	

Note: The combined total bid for Phase 1 and Phase 2 will be used to determine the lowest responsive bidder for award.

COMPANY NAME: _____ **BID PREPARED BY (PRINT)**: _____

6. The Bidder acknowledges that the City specifically reserves the right to accept and make an award to a Bidder that has not submitted the lowest Bid when, in Owner's sole and absolute discretion, it determines that action to be in its best interest. The terms used in this Invitation to Bid, which are defined in the General Conditions and included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

7. The work shall be performed under a Florida Underground Utility or General Contractor license. Contract shall not be awarded unless proof of valid license(s) is provided.

8. It is understood that where quantities for unit price work have been presented on the Bid Form, they are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis described in the measurement and payment clauses in the specifications contained herein.

9. BASE BID - SCHEDULE OF MANUFACTURERS/SUPPLIERS

If the foregoing Schedule of Bid Items is presented in a Base Bid format, the undersigned as Bidder, agrees that the Contract, if awarded, will be on the basis of the materials and equipment named in the Contract Documents, in accordance with Article 10 of the Instructions to Bidders (Section 00100). The undersigned, as Bidder, also agrees that the Total Bid reflects the equipment and material supplied by one of the manufacturers/suppliers listed in the City's Approved Materials List. If the Bidder desires to propose an alternate manufacturer/supplier, he may write in the name of such alternate in the substitution list included within this Bid Form, but he must, nevertheless, also choose an approved manufacturer/supplier. If the proposed alternate manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must furnish equipment and/or material items by the Bidder's chosen approved manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the manufacturer/supplier chosen by the City. Also, if the Bidder choses more than one approved manufacturer/supplier, he must use the first manufacturer/supplier written in the schedule of Base/Alternative Bid Manufactures/Suppliers table within this Bid Form (unless an alternate is approved).

10. SUBSTITUTIONS AND "OR EQUAL"

The undersigned as Bidder agrees that substitutions, or "equal," items will not be considered until after the effective date of the Agreement and will be evaluated in accordance with paragraphs 6.05.1 and 6.05.2 of the General Conditions. In addition to the reimbursement required under the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed alternates, such as, additional field trips for the Engineer, additional redesign costs, additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed alternates, such as; increased electrical requirements, larger building, additional pumps or tankage, etc., shall be borne by others and not the Owner. If

Bidder intends to propose substitutions or "equal" items after the effective date of the Agreement, it is agreed that these items must be listed on the Substitution List included within this Bid Form, with a deductive amount representing 50 percent of the total savings between the named Base Bid/Alternative Bid item and the proposed item. "Base Bid/Alternative Bid" item substitutions providing to the Owner equipment or material cost savings of less than $1,000 will not be considered. The undersigned, as Bidder, also agrees that if a substitution or "equal" item is not listed on the Substitution List included with the Bid, all of the savings between the named item and the proposed item will go to the Owner, if the Owner accepts the proposed item in accordance with paragraphs 6.05.1 and 6.05.2 of the General Conditions. The Owner may request, and the undersigned Bidder shall supply, complete information on proposed substitutions. Such information shall be the manufacturer's current published or preprinted information for the specific substitution.

11. As Bidder, I hereby certify that I am aware and understand that the City of Ocoee in its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all Bids, and/or to accept that Bid which is in the best interest of the City. The award of this Bid, if made, may be based on considerations other than total cost, and may be awarded based on various considerations, including but not limited to: Bidder experience and whether the Bid, in the judgment of the City, is the most responsive to the City's needs.

(Remainder of page intentionally left blank)

SCHEDULE OF BASE BID/ALTERNATIVE BID MANUFACTURERS/SUPPLIERS			
Specification Section and Equipment Item	**Approved Manufacturer/Supplier**		
	First Choice	**Second Choice**	**Third Choice**
HDPE Pipe			
PVC Pipe			
DI Pipe			
Fittings			
Valves (Actuator & Gate)			
Valve Boxes			
Valve Markers			
Trace Wire			
Air Release Valves			
MJ Restraints			
Hydrant Assembly			
Blow Off Assembly			

SUBSTITUTION LIST Bidder offers the following substitutions and "equal" items.			
Equipment Item or Material	**Spec Section**	**Alternative Manufacturer/Supplier (List One Only)**	**Deductible Amount* (Indicate Whether Lump Sum or Unit Price)**
Represents 50 percent of the difference in cost in accordance with the General Conditions (Minimum Deductible Amount per Substitution Item shall be $1,000) (Bidder may make additional copies of this page as required.)			

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)
If Bidder is:

SOLE PROPRIETORSHIP

(SEAL)

(Individual's Signature)

(Individual's Name)

doing business as

Business Address:

Phone No.:

Florida License No.: _____

A PARTNERSHIP

(SEAL)

(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

Business address:

Phone No.:
Florida License No.: _____

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)
If Bidder is:

A CORPORATION

(Corporation Name)

(State of Incorporation)

By

(Name of person authorized to sign)

(Title)

(Authorized Signature)

(Corporate Seal)

Attest

(Secretary)

Business address:

Phone No.:

Corporation President:

Florida License No.:

Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES)
If Bidder is:

A JOINT VENTURE

By

(Name)

(Address)

By

(Name)

(Address)

Business Address:

Phone No.:

Florida License No.:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Florida License No.:

12 List the following in connection with the Surety which is providing the Bid Bond:

Surety's Name: _____

Surety's Address: _____

14. Name and address of Surety's resident agent for service of process in Florida:

_____

_____

_____

(Remainder of page intentionally left blank.)

CORPORATE AUTHORITY TO EXECUTE DOCUMENTS

I HEREBY CERTIFY that a meeting of the Board of Directors of _____
_____, a corporation under
(Contractor's Corporate Name)
the laws of the State of _____, held on the _____ day of _____, 20__, the following resolution was duly passed and adopted:

"RESOLVED, that _____ _____
(signature of individual) (typed name of individual)
as _____ of the corporation, is hereby authorized to execute and all documents required to be signed by an officer of the Corporation in order to submit a valid bid, contract and bond for

CITY OF OCOEE
ITB #26-004
LAKEWOOD AVENUE NORTH GRAVITY SEWER PROJECT
PHASE 1 & PHASE 2

between the CITY OF OCOEE, a municipal corporation, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____ day of _____, 202__.

(CORPORATE SEAL)

_____ (Corporate Secretary)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____
(name of officer or agent, title of officer or agent), by means of ☐ physical presence or ☐ online notarization, of _____ (name of corporation 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 and did/did not take an oath.

_____
(Seal) (Notary Public)
My Commission Expires: _____

END OF SECTION

SECTION 01150B

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 DESCRIPTION

A. For lump sum items, payment shall be made to the Contractor in accordance with an accepted progress schedule and schedule of values on the basis of actual work completed.

B. For unit-price items, payment shall be based on the actual amount of work accepted and for the actual amount of materials in place, as shown by final measurements.

1. All units of measurement shall be standard United States convention as applied to the specific items of work by tradition and as interpreted by the Owner.
2. At the end of each day's work, the Contractor's Superintendent or other authorized representative of the Contractor shall meet with the Resident Project Representative and determine the quantities of unit price work accomplished and/or completed during the workday.
3. The Resident Project Representative will then prepare one "Technical Daily Report (TDR)" which shall be signed by both the Resident Project Representative and Contractor's Representative.
4. Once each month the Owner will use the accumulation of the TDRs to generate a summary of values, which will accompany the partial payment application. This summary of values will be signed by both the Resident Project Representative and Contractor's Representative.
5. These completed summary of values will provide the basis of the Owner's monthly quantity estimate upon which payment will be made. Items not appearing on the TDR’s will not be included for payment. Items appearing on forms not properly signed by the Contractor will not be included for payment.
6. After the work is completed and before final payment is made, the Owner will make final measurements to determine the quantities of various items of work accepted as the basis for final settlement.
7. The Contractor shall submit separate pay applications for Phase 1 and Phase 2 throughout the project, even if identical materials or equipment are used in both phases. Each pay application shall clearly identify the phase to which the work applies. Combined pay applications for both phases will not be accepted. This requirement is necessary for grant compliance and proper accounting.

1.2 REQUIREMENTS SPECIFIED ELSEWHERE

A. Additional Requirements are specified elsewhere including, but not necessarily limited to, General Conditions, Supplementary Conditions, and Division 1, 2 and 15.

1.3 SCOPE OF PAYMENT

A. Payments to the Contractor will be made for the actual quantities of the Contract items performed and accepted in accordance with the Contract Documents. Upon completion of construction, if these actual quantities show either an increase or decrease from the quantities given in the Proposal Form, the Contract Unit Prices will still prevail.

B. The Contractor shall accept in compensation, as herein provided, in full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced by the Contract; also for all loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work and until its final acceptance by the Owner, and for all risks of every description connected with the prosecution of the work, except as provided herein, also for all expenses incurred in consequence of the suspension of the Work as herein authorized.

C. The payment of any partial estimate or of any retained percentage except by and under the approved final invoice, in no way shall affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damage due to such defects.

D. All work items and associated payments for Phase 1 (items 1 through 17) are subject to the requirements outlined in Appendix C – Federal Grant Compliance Documents. Compliance with Davis-Bacon prevailing wage provisions, AIS/BABA domestic material requirements, and other EPA grant conditions is mandatory. Costs associated with meeting these requirements shall be considered incidental to the work and included in the unit or lump sum prices bid. No separate payment will be made for compliance with these requirements.

1.4 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

A. When alterations in the quantities of work not requiring supplemental agreements, as hereinbefore provided for, are ordered and performed, the Contractor shall accept payment in full at the Contract price for the actual quantities of work done. No allowance will be made for anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

1.5 OMITTED ITEMS

A. Should any items contained in the bid form be found unnecessary for the proper completion of the work contracted, the Owner may eliminate such items from the Contract, and such action shall in no way invalidate the Contract, and no allowance will be made for items so eliminated in making final payment to the Contractor.

1.6 PARTIAL PAYMENTS

A. Partial payments shall be made monthly as the work progresses. Partial payments shall be made subject to the provisions of the Supplemental and General Conditions. Contractor's Partial Payment Requests shall be submitted in two parts; one part for EPA/DEP grant eligible quantities and one part for non-eligible quantities. The breakdown of quantities will be determined by the Owner.

1.7 PAYMENT FOR MATERIAL DELIVERED

A. When requested by the Contractor and at the discretion of the Owner, payment may be made for all or part of the value of acceptable, non-perishable materials and equipment which are to be incorporated into bid items, have not been used and have been delivered to the construction site, or placed in storage places acceptable to the Owner. Payment shall be subject to the provisions of the General and Supplemental Conditions.

B. No payment shall be made upon fuels, supplies, lumber, false work, or other materials, or on temporary structures of any kind which are not a permanent part of the Contract.

1.8 FINAL PAYMENT

A. After final measurements are made by the Owner, the Contractor will prepare a final quantity invoice of the amount of the Work performed and the value of such Work. Owner shall make final payments of the sum found due less retainages subject to provisions of the General and Supplemental Conditions.

1.9 INCIDENTAL WORK

A. Incidental work items for which separate payment will not be made includes, but is not limited to, the following items:
   1. Signs
   2. Clean-up and restoration of all property affected by construction activities.
   3. Restoration of fences and other structures.
   4. Cooperation and coordination with other Contractors and utility companies including related inspection costs and other costs (Refer to Section 01050).
   5. Utility crossings and relocations, unless otherwise paid for.
   6. Temporary utility services to buildings, as required to maintain service during construction.
   7. Minor Items--such as relocation of sign posts, guard rails, rock wall, mail boxes, curbs, traffic loop detectors, pavement markings, etc., damaged as a result of construction activities.
   8. Trench boxes, steel and/or wood sheeting as required, including that left in place.
   9. Maintenance of all existing water and sewer flows and repair of existing water and sewer pipes.
   10. Temporary Construction Dewatering as necessary.
   11. Dust control.
   12. Erosion control.
   13. Quality assurance testing.
   14. Construction schedules, bonds, insurance, shop drawings, warranties, guarantees, certifications and other submittals required by the Contract Documents.
   15. Repair and replacement of water lines under 2-inches in size, culverts, underdrains, rock lined drainage trenches in streets and other utilities damaged by construction activities and corresponding proper disposal of removed materials unless otherwise paid for.

16. Temporary construction necessary for construction sequencing and other facilities not permanently incorporated into the work.
17. Weather protection.
18. Permits not otherwise paid for or provided by the Owner.
19. Visits to the project site or elsewhere by personnel or agents of the Contractor, including manufacturer's representatives, as may be required.
20. All excavation except the test pits specifically shown or ordered by the Owner to establish sewer line and water line locations.
21. Contract administration and insurance.
22. Test pits to establish in place field soils density, groundwater conditions, or requirements for dewatering.
23. Pipe markings.
24. Temporary Field Office.
25. Earthwork
26. Test Pits for the Contractor’s Benefit
27. Sewer service risers.
28. Temporary resetting or replacement of existing street and traffic signs and temporary traffic signals where necessary.
29. Disconnecting and reconnecting traffic signal power to accommodate the work.
30. Horizontal adjustment of existing frames, covers and grates to match final grades and curb faces.
31. Removing and replacing existing SMH inverts to accommodate new and replacement pipes.
32. Removing and resetting of existing steps, guard rails, fences, walls and non-paved brick or paver walkways disturbed during construction, other than those identified on the Drawings to be replaced.
33. Protection of existing block and stone retaining walls unless otherwise identified to be removed, relocated or modified in the Drawings.
34. Cross-over channels and underdrains for sewer, storm drain and water excavation pits, and check dams for all excavated channels.
35. Installing temporary pavement markings on binder course that will not be surfaced within 14 days of installation.
36. Installing raised pavement markers and temporary symbols on the binder course within 48 hours of installing any section of the binder course and maintaining these throughout the project duration.
37. Locating and verifying the locations of water and sewer services within the limits of work. Capping or plugging existing underground utilities as shown on the plans and Dye testing as required to determine bulkheading and reconnection requirements.
38. Removal and subsequent delivery of replaced or obsolete frames, covers, grates, hydrants curbstones and signs to a location within the City limits designated by the Owner.
39. Leak testing of all existing sewer manholes whose frames and covers have been replaced.

40. Removal of temporary or permanent pavement markings, prior to paving. This includes removing markings that are applied on the winter binder layer, prior to installation of the wearing course.
41. Clay (impervious material) trench dams. Concrete Trench Dams are a unit price item.
42. Relocation, replacement and extension of all underground telephone, power, cable, data, gas and all other private utility services from within the Rights of Way to the dwellings, structures or meters.
43. Flushing and final cleaning of storm drain system.
44. Completion of the Storm Water Pollution Prevention Plan as well as required inspections, monitoring and reporting.
45. All damages near the project area due to or incidental to the project activities.

1.10 DESCRIPTION OF PAY ITEMS

A. The following sections describe the measurement of and payment for the work to be done under the respective items listed in the Bid Form.
B. Each unit or lump-sum price stated in the Bid Form shall constitute full compensation, as herein specified, for each item of the work completed.
C. Measurement and Payment items 1-17 listed below are Phase 1 and the remaining items are for Phase 2.

(01) – Mobilization/Demobilization

A. Method of Measurement: Lump sum. Total of bid item shall not exceed [5%] of Total Amount of the Bid.
B. Basis of Payment: Mobilization/demobilization costs are those costs of initiating and ending the contract. Payment for mobilization/demobilization shall be a lump sum at the price as stated in the Bid Form. Seventy-Five percent (75%) of the lump sum will be payable when the Contractor is operational on the site and the remaining 25% of the lump sum will be payable when the Contractor leaves the site following the completion of all contract work. For purposes of payment on this item, "Operational" shall mean the Contractor has provided all required and properly executed bonds and insurance certificates and the owner has approved the following: Construction Schedule, Erosion Control Plan, Pre-Blast Survey and Blasting Plan, Traffic Control Plan, Project Sign (and installed), Temporary Facilities, and Pre-Construction photographs/videos. "Operational" shall also mean Contractor has performed the pre-construction television sewer inspection, delivered the records of it to the Owner and the Owner has acknowledged the records are accurate and of use. “Operational” shall mean the temporary field office is fully functional and power, phone and internet are functioning. Only one lump sum payment divided into the two partial payments described herein shall be made to cover all mobilization/demobilization costs throughout the entire contract.

(02) – Maintenance of Traffic

A. Method of Measurement: Traffic regulation and control will be paid for at the Lump Sum unit price as stated in the Bid Schedule.

B. Basis of Payment: Payment for traffic regulation and control shall constitute full compensation for all traffic regulation and control efforts and including all labor, materials, equipment, signage and supervision required to provide comprehensive and professional traffic regulation and control at all project locations. The traffic control plan, temporary pavement markings for traffic re-routing and pedestrian safety are included in this item. The lump sum shall be paid in partial payments over the course of the project, where the percentage paid is equal to the percentage of completion of the entire Contract.

(03) - As-Built Survey ($8,500 minimum bid)

A. Method of Measurement: The As-built Survey will be paid for at the lump sum unit price as stated in the Bid Schedule. The minimum required bid for this item is $8,500.

B. Basis of Payment:

1. Payment for the As-built Survey shall constitute full compensation for all field survey and processing, recording and delivery of data, including all labor, materials, equipment and supervision required to provide a complete as-built survey and complete GIS database in the specified format.
2. Payment for this Lump Sum work on interim requisitions shall be according to the following proceedings:
    a. Electronic version of the draft (ninety percent (90%) complete) survey and GIS database submitted and approved by the Owner - thirty percent (30%) payment.

       Electronic and paper versions of the final survey and GIS database submitted and approved by the Owner – seventy percent (70%) payment.

(04), (05), (06) and (07) – 12” PVC Sewer Pipe @ 0’-6’, 6’-8’, 8’-10’, 10’-12’ Depth

A. Method of Measurement: Sewer pipe measured for payment shall be the number of linear feet installed measured along the center line of the pipe as laid including fittings. Pipes shall be measured between centers of the manholes minus half the inside diameter of each manhole. Pipe installed into the manhole will not be measured for payment.

B. Basis of Payment:

1. The contract unit price per linear foot for sewer pipe shall be full compensation for all labor, materials, and equipment necessary to complete this work including sawcut, management, removal and disposal of pavement; excavation, dewatering, bedding, furnishing and installing pipe and fittings, making connections to new and existing manholes, installation of impervious material dams, backfill including aggregate base and subbase material compaction, testing; air testing and light cleaning prior to each CCTV inspection; post-CCTV inspection of the sewer, providing video files, database, and written logs on external hard drives; maintaining existing flows during construction of new facilities, and all else incidental thereto for which payment is not provided under other items.
2. Payment for this work on interim requisitions shall be according to the following percentages:
    a. Sewer pipe acceptably set in place and backfilled - 90 percent.

b. Sewer pipe successfully tested - 10 percent.

(08) Remove 8" PVC Sewer and Replace with 12-inch PVC Sewer Pipe

A. Method of Measurement: Sewer pipe measured for payment shall be the number of linear feet removed and replaced measured along the center line of the pipe as laid including fittings. Pipes shall be measured between centers of the manholes minus half the inside diameter of each manhole. Pipe installed into the manhole will not be measured for payment.

B. Basis of Payment:

1. The contract unit price per linear foot for sewer pipe shall be full compensation for all labor, materials, and equipment necessary to complete this work including sawcut, management, removal and disposal of pavement; excavation, dewatering, bedding, furnishing and installing pipe and fittings, making connections to new and existing manholes, installation of impervious material dams, backfill including aggregate base and subbase material, compaction, testing; air testing and light cleaning prior to each CCTV inspection; post-CCTV inspection of the sewer, providing video files, database, and written logs on external hard drives; maintaining existing flows during construction of new facilities, and all else incidental thereto for which payment is not provided under other items.
2. Payment for this work on interim requisitions shall be according to the following percentages:
   a. Sewer pipe acceptably removed and set in place and backfilled - 90 percent.
   b. Sewer pipe successfully tested - 10 percent.

(09), (10) and (11) – 8" PVC Sewer Pipe 0'-6', 6'-8', 8'-10' Depth

A. Method of Measurement: Sewer pipe measured for payment shall be the number of linear feet installed measured along the center line of the pipe as laid including fittings. Pipes shall be measured between centers of the manholes minus half the inside diameter of each manhole. Pipe installed into the manhole will not be measured for payment.

B. Basis of Payment:

1. The contract unit price per linear foot for sewer pipe shall be full compensation for all labor, materials, and equipment necessary to complete this work including sawcut, management, removal and disposal of pavement; excavation, dewatering, bedding, furnishing and installing pipe and fittings, making connections to new and existing manholes, installation of impervious material dams, backfill including aggregate base and subbase material, compaction, testing; air testing and light cleaning prior to each CCTV inspection; post-CCTV inspection of the sewer, providing video files, database, and written logs on external hard drives; maintaining existing flows during construction of new facilities, and all else incidental thereto for which payment is not provided under other items.
2. Payment for this work on interim requisitions shall be according to the following percentages:

a. Sewer pipe acceptably set in place and backfilled - 90 percent.
b. Sewer pipe successfully tested - 10 percent.

(12) - Sewer Manholes 0'-4, 4'-8', 8'-10', 10'-12' Depth

A. Method of Measurement: Sewer manholes accepted for payment shall be the actual vertical feet of structures installed and accepted complete in place, from the lowest invert to finish grade as indicated in the Contract Documents, or as directed by the Owner.
B. Basis of Payment:
1. The contract unit price per vertical foot shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including sawcut, management, removal and disposal of pavement; excavation, dewatering, removal and disposal of existing manhole, frame and cover; bedding; furnishing and installing precast concrete sections, frames, and covers and furnishing; masonry materials; waterproofing; constructing inverts; manhole coring, connection to sewer pipes; backfilling including aggregate base and subbase material; compaction; cleaning; testing; vacuum testing; maintaining existing flows/temporary bypass pumping; and all else incidental thereto for which payment is not provided under other items.
2. Payment for this item shall be as follows:
a. Manhole acceptably set in place and backfilled - 90 percent.
b. Manhole successfully cleaned and tested - 10 percent.

(13) - Sanitary Service Connections and Cleanouts

A. Method of Measurement: This item shall consist of installing house or property sanitary service leads from sanitary sewer mains to the edge of right-of-way and installing cleanouts as shown on the Drawings and/or as determined in the field. The quantity to be paid for under this item shall be the actual number of sanitary service connections and cleanouts supplied and installed, measured in place and accepted by the Owner.
B. Basis of Payment:
1. The contract unit price per each shall be full compensation for all labor, materials, and equipment necessary to complete this work including sawcut, management, removal and disposal of pavement; excavation, dewatering, bedding; furnishing and installing pipe, fittings, caps, plugs, and screened stone; adequately capping service connection and marking location as specified and shown on the Drawings or connection to existing service; backfilling including aggregate base and subbase material, compaction; raising cleanouts to final grade; cleaning, testing, air testing; maintaining existing flows during construction of new facilities; and all else incidental thereto for which payment is not provided under other items.
2. Payment for this work on interim requisitions shall be according to the following percentages:
a. Service pipe acceptably set in place and backfilled - 90 percent.
b. Service pipe successfully cleaned and tested - 10 percent.

(14A) and (14B) - Initial Pavement and Final Pavement

A. Method of Measurement:
   1. The quantity of bituminous concrete pavement to be paid for under this item includes:
      a. Initial Pavement - The number of tons of initial pavement placed and removed at the direction of the Engineer, calculated as described below, within the payment limits shown on the Drawings.
      b. Final Pavement - The number of tons of final pavement placed at the direction of the Engineer, calculated as described below, within the payment limits shown on the Drawings.
   2. Actual widths will be used in computing area wherever the width of pavement removed and replaced is less than the limits indicated on the Drawings.
   3. The conversion factor to change volume of bituminous concrete pavement measured in place to tons will be 0.055 tons per square yard per inch of thickness.

B. Basis of Payment:
   1. Pavement shall be paid for at the Contract unit price per ton stated in the Bid Schedule.
   2. Said unit price shall be full compensation for furnishing all materials, labor, equipment and tools necessary for the placement and removal of pavement, preparation of base material, application of tack coat, placement and grading of gravel shoulder material to back up overlay pavement, and installation of pavement markings. No additional payment will be made to the Contractor for repair work done by them in maintaining bituminous concrete pavement.

(14C) – 1" Pavement Milling

A. Method of Measurement: The quantity of pavement milled to be paid for under this item shall consist of the square yards of milled pavement within the payment limits shown on the Drawings or as directed by the engineer

B. Basis of Payment: The contract unit price per square yard of milling of pavement shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including milling and removal of the old pavement, broom cleaning existing grinded surfaces prior to paving, and all else incidental thereto for which payment is not provided under other items.

(15) – Concrete Work

A. Method of Measurement: The concrete constructed, removed, and replaced to be paid for will be determined by the actual square yards of concrete constructed, replaced, and accepted.

B. Basis of Payment: Payment for Concrete Work will be made at the Contract unit price per square yard per item, which price and payment shall be full compensation and shall include construction of all concrete structures and pads unless otherwise paid under a separate pay item; removal and disposal of existing concrete at driveways and sidewalks as required for installation of sewer systems and service laterals; grading, all reinforcement/wire mesh for driveways, sidewalks, pads, and expansion joints; all saw-cutting, milling, paving, re-striping, and sealing; all subbase, concrete, sidewalks, curbs, gutters and miscellaneous driveway components; compaction and testing.

(16) - Replacement of Unsuitable Material

A. Method of Measurement: Quantity to be paid for under this item shall be the number of cubic yards of material removed and replaced with materials from off-site as authorized by the Owner. The payment limit for this item shall be between vertical planes that are a distance apart equal to a maximum of 6-feet extending from the top of the undisturbed earth layer to the bottom of the trench backfill layer as called out in the contract drawings for the length of the excavation as directed by the Owner.

B. Basis of Payment:

1. Excavated unsuitable materials shall be paid for at the unit price per cubic yard stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all labor, equipment, and tools necessary for the excavation of unsuitable material including the disposal of materials; furnishing installing and compacting replacement suitable backfill, and for all other work and expenses incidental thereto for which payment is not provided under other items.
2. Material excavated that could have, in the opinion of the Owner, remained in place through the use of adequate dewatering efforts shall be replaced by the Contractor at no additional cost to the Owner.
3. Excess backfill material may be available during the Contract. This item shall be used to pay for excavation of unsuitable materials in the pipe bedding layer only if no suitable backfill material previously excavated under this Contract is available.

(17) Remove 15” Storm Sewer and Replace with 15-inch RCP Storm Sewer Pipe

A. Method of Measurement: Sewer pipe measured for payment shall be the number of linear feet removed and replaced measured along the center line of the pipe as laid including fittings. Pipes shall be measured between centers of manholes or structures minus half the inside diameter of each structure. Pipe installed into the structure will not be measured for payment.

B. B. Basis of Payment: The contract unit price per linear foot for storm drain pipe removed and replaced shall be full compensation for all labor, materials, and equipment necessary to complete this work including sawcut, management, removal and disposal of pavement; excavation, dewatering, bedding, furnishing and installing pipe and fittings, backfill including aggregate base and subbase material, compaction, cleaning pipes and sumps, connection to existing piping and structures as required, and all else incidental thereto for which payment is not provided under other items.

(18) – Mobilization/Demobilization

A. Method of Measurement: Lump sum. Total of bid item shall not exceed [5%] of Total Amount of the Bid.

B. Basis of Payment: Mobilization/demobilization costs are those costs of initiating and ending the contract. Payment for mobilization/demobilization shall be a lump sum at the price as stated in the Bid Form. Seventy-Five percent (75%) of the lump sum will be payable when the Contractor is operational on the site and the remaining 25% of the lump sum will be payable when the Contractor leaves the site following the completion of all contract work. For purposes of payment on this item, "Operational" shall mean the Contractor has provided all required and properly executed bonds and insurance certificates and the owner has approved the following: Construction Schedule, Erosion Control Plan, Pre-Blast Survey and Blasting Plan, Traffic Control Plan, Project Sign (and installed), Temporary Facilities, and Pre-Construction photographs/videos. "Operational" shall also mean Contractor has performed the pre-construction television sewer inspection, delivered the records of it to the Owner and the Owner has acknowledged the records are accurate and of use. “Operational” shall mean the temporary field office is fully functional and power, phone and internet are functioning. Only one lump sum payment divided into the two partial payments described herein shall be made to cover all mobilization/demobilization costs throughout the entire contract.

(19) – Maintenance of Traffic

A. Method of Measurement: Traffic regulation and control will be paid for at the Lump Sum unit price as stated in the Bid Schedule.

B. Basis of Payment: Payment for traffic regulation and control shall constitute full compensation for all traffic regulation and control efforts and including all labor, materials, equipment, signage and supervision required to provide comprehensive and professional traffic regulation and control at all project locations. The traffic control plan, temporary pavement markings for traffic re-routing and pedestrian safety are included in this item. The lump sum shall be paid in partial payments over the course of the project, where the percentage paid is equal to the percentage of completion of the entire Contract.

(20) - As-Built Survey ($8,500 minimum bid)

A. Method of Measurement: The As-built Survey will be paid for at the lump sum unit price as stated in the Bid Schedule. The minimum required bid for this item is $8,500.

B. Basis of Payment:

1. Payment for the As-built Survey shall constitute full compensation for all field survey and processing, recording and delivery of data, including all labor, materials, equipment and supervision required to provide a complete as-built survey and complete GIS database in the specified format.
2. Payment for this Lump Sum work on interim requisitions shall be according to the following proceedings:

a. Electronic version of the draft (ninety percent (90%) complete) survey and GIS database submitted and approved by the Owner - thirty percent (30%) payment.

Electronic and paper versions of the final survey and GIS database submitted and approved by the Owner – seventy percent (70%) payment.

(21), (22) – 12" PVC Sewer Pipe @ 0'-6', 6'-8' Depth

A. Method of Measurement: Sewer pipe measured for payment shall be the number of linear feet installed measured along the center line of the pipe as laid including fittings. Pipes shall be measured between centers of the manholes minus half the inside diameter of each manhole. Pipe installed into the manhole will not be measured for payment.

B. Basis of Payment:

1. The contract unit price per linear foot for sewer pipe shall be full compensation for all labor, materials, and equipment necessary to complete this work including sawcut, management, removal and disposal of pavement; excavation, dewatering, bedding, furnishing and installing pipe and fittings, making connections to new and existing manholes, installation of impervious material dams, backfill including aggregate base and subbase material, compaction, testing; air testing and light cleaning prior to each CCTV inspection; post-CCTV inspection of the sewer, providing video files, database, and written logs on external hard drives; maintaining existing flows during construction of new facilities, and all else incidental thereto for which payment is not provided under other items.
2. Payment for this work on interim requisitions shall be according to the following percentages:
   a. Sewer pipe acceptably set in place and backfilled - 90 percent.
   b. Sewer pipe successfully tested - 10 percent.

(23), (24), and (25) – 8" PVC Sewer Pipe 0'-6', 6'-8', 8'-10' Depth

A. Method of Measurement: Sewer pipe measured for payment shall be the number of linear feet installed measured along the center line of the pipe as laid including fittings. Pipes shall be measured between centers of the manholes minus half the inside diameter of each manhole. Pipe installed into the manhole will not be measured for payment.

B. Basis of Payment:

1. The contract unit price per linear foot for sewer pipe shall be full compensation for all labor, materials, and equipment necessary to complete this work including sawcut, management, removal and disposal of pavement; excavation, dewatering, bedding, furnishing and installing pipe and fittings, making connections to new and existing manholes, installation of impervious material dams, backfill including aggregate base and subbase material, compaction, testing; air testing and light cleaning prior to each CCTV inspection; post-CCTV inspection of the sewer, providing video files, database, and written logs on external hard drives; maintaining existing flows during construction of new

facilities, and all else incidental thereto for which payment is not provided under other items.

2. Payment for this work on interim requisitions shall be according to the following percentages:
   a. Sewer pipe acceptably set in place and backfilled - 90 percent.
   b. Sewer pipe successfully tested - 10 percent.

(26) - Sewer Manholes 0'-4, 4'-8', 8'-10' Depth

A. Method of Measurement: Sewer manholes accepted for payment shall be the actual vertical feet of structures installed and accepted complete in place, from the lowest invert to finish grade as indicated in the Contract Documents, or as directed by the Owner.

B. Basis of Payment:
   1. The contract unit price per vertical foot shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including sawcut, management, removal and disposal of pavement; excavation, dewatering, removal and disposal of existing manhole, frame and cover; bedding; furnishing and installing precast concrete sections, frames, and covers and furnishing; masonry materials; waterproofing; constructing inverts; manhole coring, connection to sewer pipes; backfilling including aggregate base and subbase material; compaction; cleaning; testing; vacuum testing, maintaining existing flows/temporary bypass pumping; and all else incidental thereto for which payment is not provided under other items.
   2. Payment for this item shall be as follows:
      a. Manhole acceptably set in place and backfilled - 90 percent.
      b. Manhole successfully cleaned and tested - 10 percent.

(27A) – 12" PVC Force Main via Open Cut

A. Method of Measurement: Force main pipe measured for payment shall be the number of linear feet installed measured along the center line of the pipe as laid including fittings to the terminus manhole.

B. Basis of Payment:
   1. The contract unit price per linear foot for force main pipe shall be full compensation for all labor, materials, and equipment necessary to complete this work including sawcut, management, removal and disposal of all landscape (pavement, sidewalk and sod); excavation, dewatering, bedding, furnishing and installing pipe and fittings, root barriers, making connections to new and existing manholes, installation of impervious material dams, backfill including aggregate base and subbase material, compaction, cleaning, testing, maintaining existing flows during construction of new facilitiesand all else incidental thereto for which payment is not provided under other items.
   2. Payment for this work on interim requisitions shall be according to the following percentages:
      a. Force main acceptably set in place and backfilled - 90 percent.
      b. Force main successfully tested - 10 percent.

(27B): 12" Tapping Sleeve and Valve

A. Method of Measurement: The quantity of 12" tapping sleeves and valves to be paid under this item shall be the number of units, installed and accepted complete in place.

B. Basis of Payment: Number of units shall be paid for at the unit price for each as stated in the Bid Schedule. Said unit price shall be full compensation for all labor, materials, equipment, and supervision necessary to compete the installation including saw cutting, removing and disposal of pavement, excavation, dewatering, bedding, furnishing and installing fittings, pipe cutting services, backfilling, compaction, and all else incidental thereto for which payment is not provided under other items.

(28) - Sanitary Service Connections and Cleanouts

A. Method of Measurement: This item shall consist of installing house or property sanitary service leads from sanitary sewer mains to the edge of right-of-way and installing cleanouts as shown on the Drawings and/or as determined in the field. The quantity to be paid for under this item shall be the actual number of sanitary service connections and cleanouts supplied and installed, measured in place and accepted by the Owner.

B. Basis of Payment:

1. The contract unit price per each shall be full compensation for all labor, materials, and equipment necessary to complete this work including sawcut, management, removal and disposal of pavement; excavation, dewatering, bedding; furnishing and installing pipe, fittings, caps, plugs, and screened stone; adequately capping service connection and marking location as specified and shown on the Drawings or connection to existing service; backfilling including aggregate base and subbase material, compaction; raising cleanouts to final grade; cleaning, testing, air testing; maintaining existing flows during construction of new facilities; and all else incidental thereto for which payment is not provided under other items.
2. Payment for this work on interim requisitions shall be according to the following percentages:
    a. Service pipe acceptably set in place and backfilled - 90 percent.
    b. Service pipe successfully cleaned and tested - 10 percent.

(29A) and (29B) - Initial Pavement Repair and Final Pavement Repair

A. Method of Measurement:

1. The quantity of bituminous concrete pavement to be paid for under this item includes:
    a. Initial Pavement - The number of tons of initial pavement placed and removed at the direction of the Engineer, calculated as described below, within the payment limits shown on the Drawings.
    b. Final Pavement - The number of tons of final pavement placed at the direction of the Engineer, calculated as described below, within the payment limits shown on the Drawings.
2. Actual widths will be used in computing area wherever the width of pavement removed and replaced is less than the limits indicated on the Drawings.

3. The conversion factor to change volume of bituminous concrete pavement measured in place to tons will be 0.055 tons per square yard per inch of thickness.

B. Basis of Payment:
   1. Pavement shall be paid for at the Contract unit price per ton stated in the Bid Schedule.
   2. Said unit price shall be full compensation for furnishing all materials, labor, equipment and tools necessary for the placement and removal of pavement, preparation of base material, application of tack coat, placement and grading of gravel shoulder material to back up overlay pavement, and installation of pavement markings. No additional payment will be made to the Contractor for repair work done by them in maintaining bituminous concrete pavement.

(29C) – 1" Pavement Milling

A. Method of Measurement: The quantity of pavement milled to be paid for under this item shall consist of the square yards of milled pavement within the payment limits shown on the Drawings or as directed by the engineer
B. Basis of Payment: The contract unit price per square yard of milling of pavement shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including milling and removal of the old pavement, broom cleaning existing grinded surfaces prior to paving, and all else incidental thereto for which payment is not provided under other items.

(30) – Concrete Work

A. Method of Measurement: The concrete constructed, removed, and replaced to be paid for will be determined by the actual square yards of concrete constructed, replaced, and accepted.
B. Basis of Payment: Payment for Concrete Work will be made at the Contract unit price per square yard per item, which price and payment shall be full compensation and shall include construction of all concrete structures and pads unless otherwise paid under a separate pay item; removal and disposal of existing concrete at driveways and sidewalks as required for installation of watermains, sewer systems and service laterals; grading, all reinforcement/wire mesh for driveways, sidewalks, pads, and expansion joints; all saw-cutting, milling, paving, re-striping, and sealing; all subbase, concrete, sidewalks, curbs, gutters and miscellaneous driveway components; compaction and testing.

(31) - Replacement of Unsuitable Material in Pipe Bedding Layer

A. Method of Measurement: Quantity to be paid for under this item shall be the number of cubic yards of material removed and replaced with materials from off-site as authorized by the Owner. The payment limit for this item shall be between vertical planes that are a distance apart equal to a maximum of 6-feet extending from the top of the undisturbed earth layer to the bottom of the trench backfill layer as called out in the contract drawings for the length of the excavation as directed by the Owner.
B. Basis of Payment:

1. Excavated unsuitable materials shall be paid for at the unit price per cubic yard stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all labor, equipment, and tools necessary for the excavation of unsuitable material including the disposal of materials; furnishing installing and compacting replacement suitable backfill, and for all other work and expenses incidental thereto for which payment is not provided under other items.
2. Material excavated that could have, in the opinion of the Owner, remained in place through the use of adequate dewatering efforts shall be replaced by the Contractor at no additional cost to the Owner.
3. Excess backfill material may be available during the Contract. This item shall be used to pay for excavation of unsuitable materials in the pipe bedding layer only if no suitable backfill material previously excavated under this Contract is available.

(32) - Contaminated Soil Excavation with Offsite Disposal

A. Method of Measurement:
   1. Contaminated Soil Excavation with offsite disposal measured for payment shall be the actual number of cubic yards of material excavated and shall be field measured by multiplying the average width, depth and length of the excavation(s).
   2. Removal of existing curbing, catch basins, manholes, culverts and sewers are to be considered incidental to this item if they are located within the contaminated soil zone.
B. Basis of Payment:
   1. The contract unit price per cubic yard for Contaminated Soil Excavation with Offsite Disposal shall be made on a cubic yard basis for the volume of material transported from the project and disposed of offsite. Price and payment for this item shall include the furnishing of all labor, materials, equipment and incidentals necessary to complete the work as specified by the Owner during construction. Work shall include excavation to clean materials, compaction of the resulting excavation sub grade, replacement of the removed contaminated soil with properly compacted sub-base, transport to a FL State approved disposal location, cost of the disposal, and providing to the Owner manifests from the receiving facility for all contaminated material. The manifests shall provide the quantity of material that was legally disposed of and location(s) of where the soil was disposed.

(33) - Management of Contaminated Materials and Soils/Fill

A. Method of Measurement: Management of contaminated materials measured for payment shall be based on the lump sum price stated in the Bid Schedule.
B. Basis of Payment: Management of contaminated materials and soil/fill shall be paid for at the lump sum price stated in the Bid Schedule. Said lump sum price shall constitute full compensation for providing the services of an Environmental Professional and soil management, for furnishing all labor, materials, tools, equipment, and incidentals required for managing contaminated materials and soil/fill; segregating, handling, staging, testing, and characterization of all soil and fill

material suspected of being contaminated as well as the costs associated with characterizing the destination site as required to assess background conditions; all controls necessary to maintain compliance with regulatory requirements relative to handling contaminated soils and materials; submittal and approval of all required and specified Plans; analytical testing and characterization of all excavated soil and fill material handled; health and safety equipment; securing a staging area for stockpiling soil pending analytical testing, reuse, or disposal; protecting the excavation and stockpile areas; controlling the spread of airborne contaminants; all notifications, fees, permits, and taxes; and all other requirements specified in other sections of the Contract Documents; and any other work not covered by other bid items. All costs related to transporting soils to and, if not disposed of offsite, and reused, from the staging area shall be included for payment in this item.

1. The lump sum shall be paid in partial payments over the course of the project where the percentage paid is equal to the percentage of completion of the excavation required from Station 31+61 to 32+07. This stationing corresponds with the requirement in Section 02080 to have a Environmental Professional on-site for monitoring of the excavation.

(34) - Removal and Disposal of Contaminated Groundwater

A. Method of Measurement: Contaminated groundwater handling with onsite treatment and disposal or offsite disposal at a licensed facility during excavation activities measured for payment paid for at the Lump Sum unit price as stated in the Bid Schedule.

B. Basis of Payment: The lump sum shall be paid in partial payments over the course of the project where the percentage paid is equal to the percentage of completion of the dewatering activities required are taking place within the areas identified in the specifications as having the potential for contamination. Price and payment shall be full compensation for all labor, equipment, and materials necessary to complete the work including environmental controls to safely handle the material, and disposal of the material, offsite in accordance with all federal, state, and local regulations.

(35), (36), (37) and (38) – Furnish and Install Ductile Iron Water Main via Open Cut

A. Method of Measurement: Ductile iron pipe via open cut measured for payment shall be by the size and number of linear feet installed and measured horizontally, at ground elevation, running a measure along the center line of the pipe as laid including fittings installed and accepted complete in place for all work to the limits of work as shown on the Drawings. Branch pipes will be measured along their centerlines from the centerline of the main pipe.

B. Basis of Payment:

1. Ductile iron pipe shall be paid for at the unit price per diameter of horizontal linear foot stated in the Bid Schedule. Said unit price shall be full compensation for sawcut, management, removal and disposal of all landscape (pavement, sidewalk and sod); excavation; root barriers; dewatering, backfill; furnishing all pipes, cement mortar lining, polywrap, labor, equipment, tools, and other materials required for the installation of the pipelines; for installing the polywrap; for utility crossings and relocations, laying, setting, and jointing all

pipes and fittings; for connections and couplings to existing pipes; for furnishing and placing all bedding, haunching and initial backfill; for backfilling including aggregate base and subbase material; for restraining joints; for furnishing and placing all temporary sheeting and bracing; for clearing and grubbing; for cleaning and testing; for all labor, tools and construction equipment; flushing, pigging, pressure testing, temporary sampling taps, disinfection and bacteriological testing, temporary utilities for construction and to maintain existing service during construction including any materials, labor, and equipment the Contractor needs to provide regardless of the construction sequence, pipe and buried utility markings and location tape, cross-over channels and underdrains for sewer, storm drain and water excavation pits, and check dams for all excavated channels and for all other work and expenses incidental thereto for which payment is not provided under other items. This price shall include clean-up and restoration of the right-of-way or private property including property boundary monuments and markers, protection of trees, replacement of shrubs, fences, mailboxes, poles, sign, and mulch which are displaced to construct the water main.

2. Payment for this work on interim requisitions shall be according to the following percentages:
   a. Water main successfully set in place and backfilled - 80 percent.
   b. Water main pressure tested - 20 percent.

(39) – Restrained Ductile Iron Fittings

A. Method of Measurement: The quantity of restrained mechanical joint ductile iron fittings to be paid for under this item shall be the actual weight in tons provided by the manufacturer of all ductile iron fittings including tees, bends, reducers, caps, plugs, sleeves, etc.

B. Basis of Payment: Payment shall include furnishing all labor, equipment, polywrap, restraints, cement mortar lining, excavation, dewatering, backfill, testing, tools and materials necessary for installing mechanical joint fittings. Unit of measurement is tons. The weight shall be as indicated in the manufacturing standards and shall include the weight of accessories including thrust restraint.

(40), (41), (42) and (43) - Gate Valve and Box

A. Method of Measurement: The quantity of resilient seated gate valves to be paid for under this item shall be the actual size and number of valves and valve boxes installed completely in place.

B. Basis of Payment: Resilient seated gate valves shall be paid for at the unit price per each stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all materials, labor, equipment, polywrap, and tools; sawcut, management, removal and disposal of pavement; excavation; dewatering; backfill; for installing, setting, and jointing the valve and valve box; for restraining joints; for thrust blocks and supports; disinfection, cleaning and testing of installed mains, for valve box extensions; for testing all valves and valve boxes; and for all other work and expenses incidental thereto for which payment is not provided under other items.

(44), (45), **(46)** and (**65**) – Temporary Line Stop

A. Method of Measurement: The number of line stops to be paid for under this item shall be per each according to the type and size line stop installed.

B. Basis of Payment: Line stops shall be paid for at the unit price per each size stated in the Bid Schedule. Said unit price shall be full compensation for all materials, labor, and equipment required to perform the work in accordance with the Contract Documents. The work includes all line stops, bypasses, cutting and capping of pipe, restraints, hardware excavation, dewatering, backfill, compaction, testing, work, and for all other work and expenses incidental thereto for which payment is not provided under other items.

(47) – Fire Hydrant Assembly

A. Method of Measurement: The quantity of hydrant assemblies to be paid for under this item shall be the actual number and type installed complete in place.

B. Basis of Payment:

1. Hydrant assemblies shall be paid for at the unit price per each stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all materials, labor, equipment, and tools; for installing, setting, and jointing; for excavation; for removal of existing hydrants where directed; for all thrust blocks and concrete supports; restraining joints; for the hydrant branch gate valve, tee, pipe and hydrant; hydrant markers; polywrap; location tape; testing of all other work and expenses incidental thereto for which payment is not provided under other items.
2. Payment for this work on interim requisitions shall be according to the following proceedings:
    a. Hydrant assembly successfully set in place and backfilled - 80 percent
    b. Hydrant assembly pressure tested - 20 percent.

(48) - 2-inch Automatic Air Release Valve

C. Method of Measurement: The number of 2-inch automatic gas release valves to be paid for will be determined by the actual unit and type installed and accepted.

D. Basis of Payment: Payment for Furnish and Install 2-inch automatic air release valve shall be paid for at the Contract unit price per item, which price and payment shall be full compensation and shall include the cost: to obtain and review all manufacturer's data and specifications for valves, stainless steel piping, air release valve, and valve enclosure; receiving, unloading, inspecting, storing and installing automatic air release valve; all ancillary fittings and appurtenances and installation of said materials including #57 stone, filter fabric, concrete pad, reinforcement bars, warning tape, all other items required per the ARV detail shown on the drawings, all clearing and grubbing, stripping, proof rolling, trenching, dewatering, suitable backfill material, backfilling, surface and pavement restoration, compaction, and testing; flushing, and pressure testing the automatic air release valve.

(49), (50), and (51) – Connection to Existing Water Main

A. Method of Measurement: The number of connections to existing water mains to be paid for under this item shall be per each according to the actual size connection installed.

B. Basis of Payment: Connections shall be paid for at the unit price per each size stated in the Bid Schedule. Said unit price shall include all labor, materials, and equipment required for the open cut connections to the existing water mains. This includes but is not limited to; clearing and grubbing, dewatering, excavation, tree and landscape protection, utility support and protection, sheeting, shoring, bracing, backfilling including aggregate base and subbase material, grading, compaction, pavement, sidewalk, flushing cleaning, disinfection, testing, cleanup, restrained couplings, adapters, sodding, existing pipe restraints, removal of existing pipe as needed for connection, and additional work or incidentals thereto for which payment is not provided under other items.

(52), (53), (54), (55), and (56) - Water Service Connections

A. Method of Measurement: The number of new water service connections to be paid for under this item shall be per each according to the connection size and type (short, long, double or single) installed.

B. Basis of Payment: Service connections shall be paid for at the unit price per each type and size stated in the Bid Schedule. Said unit price shall be full compensation for all service pipe, connection to water main, pipe saddles, corporation stop, curb stop, adapters, fittings, labor, equipment, tools, and other materials required for open cut or jetting of service connections including locating and verifying the locations of water services to be connected to; sawcutting, removal and disposal of pavement or sidewalk; excavation; trenching; dewatering; the installation of service pipes; utility crossings and relocations, laying, setting, and jointing all pipes and fittings; for making all connections to existing services; for cleaning, testing, and disinfecting; for backfilling including aggregate base and subbase material; pipe and buried utility markings and location tape, for replacing or rebuilding shrubs, fences, lawns, trees, or other materials, except other such items specifically included in the Bid Schedule; and for all other work and expenses incidental thereto for which payment is not provided under other items to provide a complete water service from the main to the meter location.

(57) – Grout and Abandon Existing Water Main (2-inch to 8-inch)

A. Method of Measurement: The quantity of abandoned pipe measured for payment shall be per linear feet of 2-inch to 8-inch pipe abandoned and grouted in place as measured horizontally at ground elevation.

B. Basis of Payment: Pay item shall include furnishing all labor, materials, and equipment for the complete abandonment of the existing pipeline including, but not limited to; clearing and grubbing (unless otherwise covered), dewatering, excavation, tree and landscaping protection, utility support and protection, sheeting, shoring, bracing, draining, grout filling, plugging or capping existing pipes, backfilling, rough grading, compaction, finish grading, pavement, sidewalk, flushing, cleaning, pressure testing, disinfection, cleanup, and additional work incidental thereto.

(58) – Remove and Dispose of Existing Fire Hydrants

A. Method of Measurement: The quantity of removal and disposal of existing fire hydrants for payment shall be per each removed.
B. Basis of Payment: Pay item shall include furnishing all labor, materials, and equipment for the complete removal and disposal of existing fire hydrants and appurtenances attached to the existing water main to be abandoned, closing and abandoning hydrant valve, cutting and capping of piping, backfill and compaction, restoration, temporary debris protection, loading, and hauling to a disposal site, excavations, and all other work incidental thereto.

(59) – Driveway Restoration

A. Method of Measurement: The quantity of driveway restoration shall be per square yard per type of driveway restored.
B. Basis of Payment: Pay Item shall include furnishing all labor, materials, equipment, and tools required for the replacement of driveways in-kind including but not limited to excavation, sawcutting, stockpiling, compaction, decorative pavers, joint filler, gravel, finishing, removal and disposal of materials, and all other incidentals required for the driveway restoration.

(60) – Sod

A. Method of Measurement: The quantity of sod shall be per square yard of sod installed and accepted.
B. Basis of Payment: Pay Item shall include furnishing and installing all labor, materials, equipment, and tools necessary for the placement of sod including rolling, tamping, disposal of surplus material, watering and fertilizing to assure sod takes root and maintains coverage throughout the maintenance period. Areas to be sodded shall match the existing adjacent sod.

(61) – Demolish Existing Lift Station 46

A. Method of Measurement: Demolishing of existing Lift Station 46 will be paid for at the Lump Sum unit price as stated in the Bid Schedule.
B. Basis of Payment:
    1. Said lump sum price shall constitute full compensation for furnishing all labor, materials, tools, and equipment necessary for the demolition, removal, cutting, loading, transporting and disposal of the existing lift station and top concrete slab including all equipment to be demolished and indicated on the Drawings.
    2. Said lump sum price shall constitute full compensation for furnishing all labor, materials, tools, and equipment necessary for loading, transporting, and unloading all salvage equipment including control panels, pumps, and valve assembly to the Owner's facilities located at 1800 A.D. Mims Rd, Ocoee, FL.
    3. Payment shall be made with each pay application and prorated over the duration of the contract and based on the total work completed to date.

(62) – 4" PVC Force Main via Open Cut

A. Method of Measurement: Force main pipe measured for payment shall be the number of linear feet installed measured along the center line of the pipe as laid including fittings, tapping sleeves and valves to the terminus manhole.

B. Basis of Payment:

1. The contract unit price per linear foot for force main pipe shall be full compensation for all labor, materials, and equipment necessary to complete this work including sawcut, management, removal and disposal of all landscape (pavement, sidewalk and sod); excavation, dewatering, bedding, furnishing and installing pipe and fittings, root barriers, making connections to new and existing manholes, installation of impervious material dams, backfill including aggregate base and subbase material, compaction, cleaning, testing, maintaining existing flows during construction of new facilities, and all else incidental thereto for which payment is not provided under other items.
2. Payment for this work on interim requisitions shall be according to the following percentages:
    a. Force main acceptably set in place and backfilled - 90 percent.
    b. Force main successfully tested - 10 percent.

(63) and (64) - Blow-off Assembly

A. Method of Measurement: The quantity of blow off assemblies to be paid for under this item shall be the actual number of assemblies installed completely in place.

B. Basis of Payment: Blow off assemblies shall be paid for at the unit price per each stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all materials, labor, equipment, and tools; sawcut, management, removal and disposal of pavement; excavation; for installing, setting, and jointing the assembly; testing of installed reclaimed water mains; for testing all assemblies; and for all other work and expenses incidental thereto for which payment is not provided under other items.

END OF SECTION

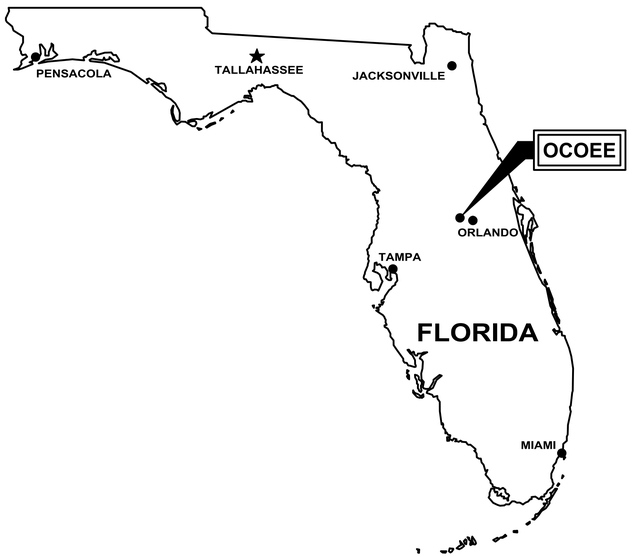
CITY OF OCOEE, FLORIDA

CONTRACT DRAWINGS FOR

LAKEWOOD AVENUE NORTH GRAVITY SEWER PHASE 1

MARCH 2026

AMENDED CONTRACT DOCUMENTS



DRAWING INDEX

GENERAL

---	COVER SHEET

CIVIL

C-1	GENERAL NOTES, LEGEND, ABBREVIATIONS AND KEY PLAN
C-2	PLAN AND PROFILE STA 1+00 TO STA 7+00
C-3	PLAN AND PROFILE STA 7+00 TO STA 13+00
C-4	PLAN AND PROFILE STA 13+00 TO STA 15+00
C-5	STUB-OUT PLANS AND PROFILES
C-6	DETAILS I
C-7	DETAILS II
C-8	STORMWATER POLLUTION PREVENTION NOTES I
C-9	STORMWATER POLLUTION PREVENTION NOTES II
C-10	STORMWATER POLLUTION PREVENTION DETAILS
C-11	SEPARATION TABLES

LOCATION PLAN
SCALE: 1"=15,000'

CITY OF OCOEE
1 N BLUFORD AVE, OCOEE, FL 34761
407-905-3100

MAYOR: RUSTY JOHNSON

DISTRICT 1 COMMISSIONER: SCOTT R. KENNEDY

DISTRICT 2 COMMISSIONER: ROSEMARY WILSEN

DISTRICT 3 COMMISSIONER: RICHARD FIRSTNER

DISTRICT 4 COMMISSIONER: GEORGE OLIVER III

CITY MANAGER: CRAIG SHADRIX

ASSISTANT CITY MANAGER: MICHAEL RUMER

CITY OF OCOEE UTILITIES DEPARTMENT
1800 A.D. MIMS ROAD, OCOEE, FL, 34761
407-905-3159
DIRECTOR: JENNIFER BOLLING, P.E.
ASSISTANT DIRECTOR: TRENT HOPPER

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WP PROJECT No. 21787

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GENERAL NOTES

1. THE OWNER WILL BE RESPONSIBLE FOR OBTAINING THE PERMITS LISTED IN THE GENERAL REQUIREMENTS (01001). IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BE FAMILIAR WITH THE APPLICABLE PROVISIONS OF EACH PERMIT AS THEY APPLY TO THE WORK PRIOR TO BIDDING AND ABIDE BY THOSE PROVISIONS DURING CONSTRUCTION . COPIES OF ALL OBTAINED PERMITS ARE AVAILABLE FOR REVIEW FROM THE OWNER. ALL OTHER PERMITS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
2. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRAFFIC FLOW AT ALL TIMES. CONTRACTOR SHALL INSTALL AND MAINTAIN TRAFFIC CONTROL SIGNS IN ACCORDANCE WITH THE MUTCD (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES) AND ALL STATE AND LOCAL REGULATIONS. THE CONTRACTOR IS REQUIRED TO SUBMIT A TRAFFIC CONTROL PLAN TO THE OWNER PRIOR TO COMMENCING CONSTRUCTION. THE POLICE DEPARTMENT AND FIRE DEPARTMENT ARE TO BE NOTIFIED AT LEAST 24-HOURS IN ADVANCE OF ANY STREET CLOSING OR DETOUR. REFER TO SPECIFICATION SECTION 01570.
3. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA).
4. CONTRACTOR SHALL COMPLY WITH THE COORDINATION REQUIREMENTS AND RELATED COSTS, IF ANY, AS SPECIFIED IN SPECIFICATION SECTION 01050.
5. STANDARD CONSTRUCTION HOURS:
   CONSTRUCTION ACTIVITIES SHALL BE PERMITTED BETWEEN 10:00 AM AND 8:00 PM, MONDAY THROUGH FRIDAY.

   MAINTENANCE OF TRAFFIC (MOT) SETUP:
   MOT SETUP MAY BEGIN NO EARLIER THAN 9:00 AM.

   SEASONAL ADJUSTMENT (JUNE 1ST - AUGUST 1ST):
   DURING THE PERIOD FROM JUNE 1ST THROUGH AUGUST 1ST, CONSTRUCTION ACTIVITIES MAY BEGIN AT 7:00 AM AND SHALL END NO LATER THAN 7:00 PM.
6. CONTRACTOR SHALL NOTE THAT, IN GENERAL, ALL EXISTING CONDITION INFORMATION ON THE DRAWINGS ARE SHOWN WITH A LIGHTER LINE WEIGHT AND WITH A SLANTED TYPE TEXT.
7. ALL EXISTING SEWER AND STORM DRAIN LINES ENCOUNTERED DURING CONSTRUCTION ARE TO REMAIN IN SERVICE. ANY EXISTING SEWERS, STORM DRAIN LINES OR CULVERTS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER, EXCEPT WHEN IN DIRECT CONFLICT WITH THE NEW SEWER OR WHEN NOT SHOWN OR INDICATED.
8. ALL STRUCTURES AND PIPELINES LOCATED ADJACENT TO TRENCH EXCAVATION SHALL BE PROTECTED AND FIRMLY SUPPORTED BY THE CONTRACTOR UNTIL THE TRENCH IS BACKFILLED. INJURY TO ANY SUCH STRUCTURES CAUSED BY OR RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE . ALL UTILITIES REQUIRING REPAIR, RELOCATION OR ADJUSTMENT AS A RESULT OF THE PROJECT SHALL BE COORDINATED THROUGH THE RESPECTIVE UTILITY.
9. ALL TEST PITS SHALL BE EXCAVATED PRIOR TO CONSTRUCTION LAYOUT AND RESULTS REPORTED TO THE ENGINEER FOR REVIEW FOR CONFORMANCE WITH THE PLANS. TESTS PITS ARE REQUIRED WHERE SHOWN ON THE DRAWINGS AND AS DIRECTED BY THE ENGINEER. TEST PITS WILL BE DUG AT LEAST 10 CALENDAR DAYS PRIOR TO CONNECTING PROPOSED SEWERS TO EXISTING SEWERS. THE RESULTS OF TEST PITS DUG TO DETERMINE EXISTING SEWER ELEVATIONS AND LOCATIONS WILL BE REPORTED TO THE ENGINEER AT LEAST 10 CALENDAR DAYS PRIOR TO ANY WORK. ADJUSTMENTS TO INVERTS. LENGTHS, AND SLOPES OF PROPOSED SEWER MAY BE REQUIRED AS DIRECTED BY THE ENGINEER. THE HORIZONTAL ALIGNMENT OF THE NEW SEWERS AND FORCE MAINS MAY BE ADJUSTED IN THE FIELD SUBJECT TO PRIOR APPROVAL OF THE ENGINEER.
10. INITIAL PAVING SHALL BE CONDUCTED WITHIN TWO WEEKS OF COMPLETION OF PLACEMENT OF FINAL BACKFILL UNLESS OTHERWISE AUTHORIZED BY ENGINEER. INITIAL PAVEMENT SHALL BE INSTALLED AND MAINTAINED BY CONTRACTOR FOR A MINIMUM PERIOD OF TWO MONTHS BEFORE FINAL PAVEMENT IS PLACED. FINAL PAVEMENT MAY BE PLACED OVER THE INITIAL PAVING PROVIDED INITIAL PAVING COURSE IS IN GOOD REPAIR. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND SHIMMING THE INITIAL PAVEMENT AS NECESSARY TO ACCEPT THE FINAL PAVING COURSE. IF CONDITIONS WARRANT, THE CONTRACTOR MAY BE REQUIRED TO REMOVE AND REPLACE INITIAL PAVING PRIOR TO FINAL PAVING.
11. ALL IMPROVEMENTS SHALL BE IN CONFORMANCE WITH THE CURRENT CITY OF OCOEE ENGINEERING STANDARDS MANUAL, MATERIALS LIST, AND DETAILS.
12. ANY DEVIATION FROM THE CITY OF OCOEE ENGINEERING STANDARDS MUST BE REQUESTED AND APPROVED IN WRITING PRIOR TO CONSTRUCTION.
13. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE AND FDEP STANDARDS SHALL BE FOLLOWED FOR ALL PUBLIC UTILITIES.
14. CONTRACTOR SHALL REFER TO THE CITY OF OCOEE ENGINEERING STANDARDS MANUAL, LAND DEVELOPMENT CODE, APPROVED MATERIALS LIST, AND CITY DETAILS. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE STANDARDS AND STANDARDS SET FORTH IN THESE NOTES SHALL BE FOLLOWED. WHEN CROSSING INTO ORANGE COUNTY ROW, REFER TO ORANGE COUNTY'S STANDARD ENGINEERING STANDARDS MANUAL.
15. AS-BUILTS NEED TO BE SUBMITTED TO THE CITY, SIGNED AND SEALED BY A FLORIDA REGISTERED SURVEYOR IN ACCORDANCE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARDS MANUAL IN THE FOLLOWING FORMATS:

    a. ONE PDF COPY

    b. ONE CAD COPY DRAWN IN STATE PLANE COORDINATES

EXISTING SITE CONDITIONS

1. THE LOCATIONS OF UNDERGROUND UTILITIES AND STRUCTURES, AS SHOWN ON THE DRAWINGS, ARE APPROXIMATE AND MAY NOT BE COMPLETE. NO GUARANTEE IS MADE THAT UTILITIES OR STRUCTURES WILL BE ENCOUNTERED WHERE SHOWN, OR THAT ALL UNDERGROUND UTILITIES AND STRUCTURES ARE SHOWN. ALL LOCATIONS AND SIZES OF EXISTING UTILITIES AND STRUCTURES SHALL BE VERIFIED IN THE FIELD WITH TEST PITS AS REQUIRED PRIOR TO BEGINNING CONSTRUCTION OF NEW FACILITIES OR PIPING THAT MAY BE AFFECTED. THE CONTRACTOR WILL REALIGN NEW PIPE LOCATIONS AS REQUIRED TO CONFORM TO EXISTING LINES AND AS APPROVED BY THE ENGINEER.
2. BELOW GRADE UTILITY INFORMATION IS BASED ON INFORMATION PROVIDED BY EACH UTILITY. LOCATION OF PUBLIC UTILITIES SHOWN IS ONLY APPROXIMATE AND MAY NOT BE COMPLETE. PRIVATE UNDERGROUND UTILITIES SUCH AS, BUT NOT LIMITED TO, SEWER LINES, WATER LINES AND BURIED ELECTRICAL SERVICE ENTRANCES ARE NOT SHOWN. THE CONTRACTOR SHALL ASCERTAIN THE LOCATION AND SIZE OF EXISTING UTILITIES IN THE FIELD WITH THE RESPECTIVE UTILITY COMPANY REPRESENTATIVE PRIOR TO COMMENCING WORK. REFER TO SPECIFICATION SECTION 01050. ADDITIONAL TEST PITS, BEYOND THOSE SHOWN, MAY BE REQUIRED. UTILITY CONTACTS ARE AS FOLLOWS:

WATER/SEWER:	ELECTRIC:	GAS:
CITY OF OCOEE UTILITIES 1800 A.D. MIMS ROAD OCOEE, FL 34761 (407) 905-3159	DUKE ENERGY 452 E CROWN POINT RD WINTER GARDEN, FL 34787 (800) 700-8744	LAKE APOPKA NATURAL GAS 1320 WINTER GARDEN VINELAND ROAD WINTER GARDEN, FL 34787 (407) 656-2734
DRAIN:	**DIG SAFE**	
CITY OF OCOEE PUBLIC WORKS 301 MAGUIRE ROAD OCOEE, FL 34761 (407) 905-3170	SUNSHINE 811	

3. THERE ARE NO KNOWN HAZARDOUS ENVIRONMENTAL CONDITIONS WITHIN THE AREA OF WORK. IF THE PRESENCE OF HAZARDOUS ENVIRONMENTAL CONDITIONS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER IMMEDIATELY. ALL ACTIVITIES, HANDLING AND DISPOSAL OF HAZARDOUS ENVIRONMENTAL CONDITIONS AND MATERIALS SHALL BE IN ACCORDANCE WITH OSHA, FEDERAL, STATE, AND LOCAL REGULATIONS.
4. THIS PROJECT REQUIRES A PRE-CONSTRUCTION VIDEO WITH A CITY REPRESENTATIVE PRESENT. PRIOR TO SCHEDULING THE VIDEO WITH THE CITY, THE ENTIRE PROJECT SHALL BE SURVEYED, STAKED AND/OR ASPHALT PINS WITH STATION NUMBERS, FUTURE PIPE ALIGNMENT, AND END OF LATERALS AT THE RIGHT-OF-WAY LINE. VIDEO SHALL SHOW ROAD CONDITIONS, RIGHT-OF-WAY CONDITIONS, DRIVEWAYS, AND THE FIRST 25' OF SIDE STREETS.

FEDERAL GRANT COMPLIANCE – PHASE 1 ONLY:

ALL WORK PERFORMED UNDER PHASE 1 SHALL COMPLY WITH THE APPLICABLE FEDERAL GRANT REQUIREMENTS REFERENCED IN SECTION 01001 – GENERAL REQUIREMENTS AND DETAILED IN APPENDIX C – FEDERAL GRANT COMPLIANCE DOCUMENTS. THESE INCLUDE DAVIS-BACON LABOR STANDARDS AND AIS/BABA DOMESTIC MATERIAL SOURCING REQUIREMENTS. THESE REQUIREMENTS DO NOT APPLY TO PHASE 2.

SITE DEMOLITION

1. REFER TO THE EXISTING SITE PLAN, FOR ADDITIONAL INFORMATION REGARDING EXISTING FACILITIES. REFER TO THE LAYOUT DRAWING FOR LIMITS OF WORK.
2. REFER TO SPECIFICATION SECTION 01010A, WHICH CONTAINS INFORMATION ON CONSTRAINTS OF CONSTRUCTION SEQUENCING.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND DISPOSING OF ALL DEMOLISHED PIPING, EQUIPMENT AND MATERIALS. DISPOSAL SHALL BE IN ACCORDANCE WITH ALL STATE AND LOCAL REGULATIONS.
4. THE CONTRACTOR SHALL KEEP A RECORD OF DEMOLITION AS PART OF THE PROJECT RECORD DOCUMENTS IN ACCORDANCE WITH SPECIFICATION SECTION 01720.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE APPROPRIATE DISPOSAL OF FLOWS RESULTING FROM PRECIPITATION AND GROUNDWATER DEWATERING OPERATIONS.

SITE CLEARING, GRUBBING AND GRADING

1. CONTRACTOR SHALL PROVIDE PROPER EROSION CONTROL AND DRAINAGE MEASURES IN ALL AREAS OF WORK, AND CONFINE SOIL SEDIMENT TO WITHIN THE LIMITS OF EXCAVATION AND GRADING. PRIOR TO BEGINNING EXCAVATION WORK, EROSION CONTROL FENCE SHALL BE INSTALLED AT THE DOWN GRADIENT PERIMETER OF THE ACTUAL LIMITS OF GRADING, AND AS SHOWN ON THE DRAWINGS. EROSION CONTROL MEASURES SHOWN ON THE DRAWINGS ARE A MINIMUM, CONTRACTOR SHALL TAKE ALL OTHER NECESSARY MEASURES. EROSION CONTROL FENCE SHALL ALSO BE INSTALLED AT THE DOWN GRADIENT PERIMETER OF THE SOIL STOCKPILES. ALL DISTURBED EARTH SURFACES SHALL BE STABILIZED IN THE SHORTEST PRACTICAL TIME AND TEMPORARY EROSION CONTROL DEVICES SHALL BE EMPLOYED UNTIL SUCH TIME AS ADEQUATE SOIL STABILIZATION HAS BEEN ACHIEVED. TEMPORARY STORAGE OF EXCAVATED MATERIAL SHALL BE STABILIZED IN A MANNER THAT WILL MINIMIZE EROSION. ALL INSTALLED EROSION CONTROL FACILITIES SHALL BE REMOVED AT THE END OF THE PROJECT. REFER TO SPECIFICATION SECTION 02270.
2. ALL STORM DRAINAGE INLETS SHALL BE PROTECTED BY HAY BALE FILTERS TO PREVENT ENTRY OF SEDIMENT FROM RUNOFF WATERS DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL COLLECTED SEDIMENT, AND THAT WHICH COLLECTS IN THE STORM DRAIN SYSTEM. REFER TO THE CIVIL DETAIL DRAWINGS.
3. THE GEOTECHNICAL DATA REPORT FOR THE PROJECT SITE IS INCLUDED IN APPENDIX A OF THE SPECIFICATIONS.
4. CONTRACTOR SHALL CONTROL DUST ON THE CONSTRUCTION SITE TO A REASONABLE LIMIT, AS DETERMINED BY THE ENGINEER, AND AS OUTLINED IN SPECIFICATION SECTION 01562.
5. CONTRACTOR SHALL NOT TRACK OR SPILL EARTH, DEBRIS OR OTHER CONSTRUCTION MATERIAL ON PUBLIC OR PRIVATE STREETS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE ASSOCIATED CLEAN UP.
6. ALL CATCH BASINS, MANHOLES, VALVE PITS, VALVE BOXES AND OTHER BURIED FACILITIES WITH SURFACE ACCESS SHALL BE ADJUSTED TO MATCH FINAL GRADES, UNLESS OTHERWISE INDICATED.
7. THE CONTRACTOR SHALL NOT HAVE ANY RIGHT OF PROPERTY IN ANY MATERIALS TAKEN FROM ANY EXCAVATION. SUITABLE EXCAVATED MATERIAL MAY BE INCORPORATED IN THE PROJECT, WITH EXCESS MATERIAL DISPOSED OF AT A LOCATION PROVIDED BY THE CONTRACTOR. THESE PROVISIONS SHALL IN NO WAY RELIEVE THE CONTRACTOR OF OBLIGATIONS TO PROPERLY DISPOSE OF AND REPLACE ANY MATERIAL DETERMINED BY THE ENGINEER TO BE UNSUITABLE FOR BACKFILLING. THE CONTRACTOR SHALL DISPOSE OF UNSUITABLE AND EXCESS MATERIAL IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE CONTRACT DOCUMENTS.
8. CONTRACTOR SHALL REMOVE AND REPLACE, OR REPAIR, ALL CURBS, SIDEWALKS, PAVEMENT AND OTHER ITEMS DAMAGED BY CONSTRUCTION ACTIVITIES TO AT LEAST THEIR ORIGINAL CONDITION, TO THE SATISFACTION OF THE OWNER AND ENGINEER.
9. WHERE EXISTING PAVEMENT IS REMOVED AND REPLACED, MATCH EXISTING GRADES TO THE EXTENT POSSIBLE. COORDINATE FINE GRADING WITH THE ENGINEER.
10. ALL ROAD AND DRIVE CROSS SLOPES SHALL MATCH EXISTING PITCH. REFER TO THE CIVIL DETAIL DRAWINGS.

CIVIL SITE LAYOUT

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THIS PROVIDED LAYOUT INFORMATION THROUGHOUT THE COURSE OF CONSTRUCTION. REPORT ANY LAYOUT DISCREPANCIES IMMEDIATELY TO THE ENGINEER.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-ESTABLISHING AND RESETTING ALL EXISTING PROPERTY MONUMENTATION DISTURBED BY CONSTRUCTION. THIS WORK SHALL BE DONE BY A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA, AT NO ADDITIONAL COST TO THE OWNER.
3. WRITTEN DIMENSIONS SHALL PREVAIL. DO NOT SCALE DISTANCES FROM THE DRAWINGS. REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER.
4. HORIZONTAL POSITIONS FOR ALL FEATURES SHOWN ON THE MAP ARE RELATIVE TO NORTH AMERICAN DATUM OF 1983 (NAVD83), WITH 2012 ADJUSTMENTS, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE. VERTICAL ELEVATIONS ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM (NAVD 88) AND IS RELATIVE TO THE ORANGE COUNTY BENCHMARK #S695015.
5. EXISTING CONDITIONS SITE PLAN DEVELOPED FROM SURVEY DRAWING PREPARED BY L&S DIVERSIFIED, LLC, DATED JUNE 11, 2024, AND EXISTING RECORD DRAWING INFORMATION.

SEWER, FORCEMAIN AND DRAIN PIPING NOTES

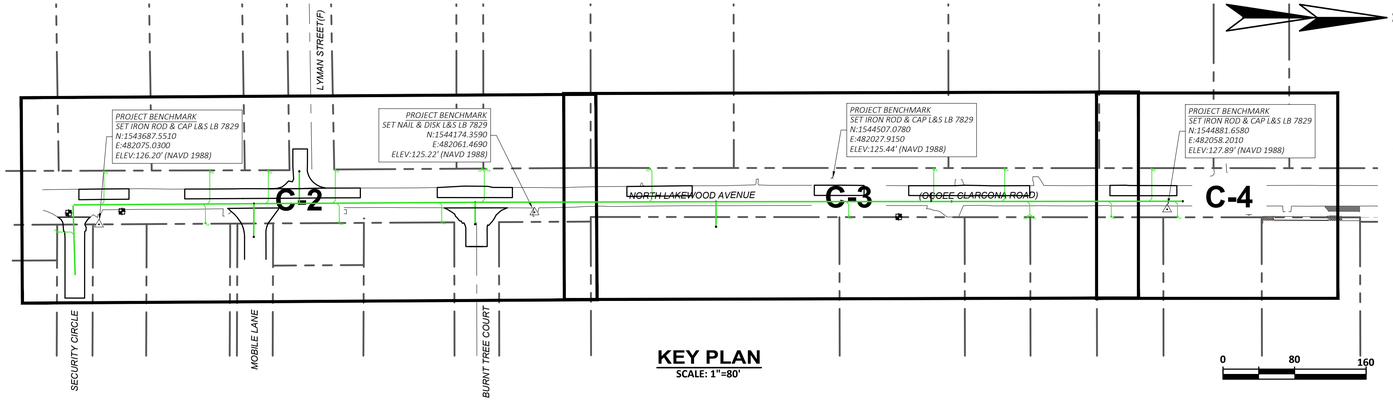
1. SEWER, FORCEMAIN AND DRAIN PIPING REQUIREMENTS ARE SHOWN ON THE PIPE SCHEDULE ON THE DRAWINGS, IN SPECIFICATION SECTION 15050 AND AS REFERENCED.
2. SEWER, FORCE MAIN AND DRAIN PIPE SCHEDULE (UNLESS OTHERWISE INDICATED):
   - *GRAVITY SEWER MAINS - PVC SDR-26 AS SPECIFIED IN SPECIFICATION SECTION 02622*
3. MANHOLES ARE 4-FEET IN DIAMETER UNLESS OTHERWISE NOTED. THE TOP OF MANHOLE FRAMES SHALL BE SET FLUSH WITH FINISH GRADE, UNLESS OTHERWISE NOTED ON DRAWINGS. SEWER MANHOLE INVERTS SHOWN ON THE DRAWINGS ARE TO THE INSIDE FACE OF THE MANHOLE.
4. CONTRACTOR SHALL RE-SHAPE INVERTS AS REQUIRED WHEN CONNECTING INTO EXISTING MANHOLES. ALL TERMINAL MANHOLES (APART FROM SMH-11) SHALL HAVE A FLAT CONCRETE FLOOR POURED WITH A 1% SLOPE TO THE OUT FLOWING PIPE INVERT. THE EXISTING MANHOLES ON SECURITY CIRCLE IS LINED/COATED; CONTRACTOR SHALL ADD COATING TO THE DISTURBED AREAS AFTER RE-SHAPING THE INVERT.
5. REFER TO SPECIFICATION SECTION 02200 FOR PIPE AND STRUCTURE BEDDING AND BACKFILL REQUIREMENTS.
6. COMPACTION TESTS WILL BE PERFORMED IN ACCORDANCE WITH SPECIFICATION SECTION 02200. ANY SETTLEMENT OCCURRING WITHIN ONE-YEAR OF FINAL COMPLETION OF THE WORK SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST.
7. OPEN TRENCHES IN THE ROADWAY MUST BE BACKFILLED AT THE END OF THE WORKDAY.
8. ALL EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION ARE TO REMAIN IN SERVICE UNLESS OTHERWISE NOTED ON THE CIVIL EXISTING CONDITIONS AND DEMOLITION PLAN. ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL DEMOLITION MATERIALS IN ACCORDANCE WITH SPECIFICATION SECTION 02050.
10. WHENEVER SEWER AND WATER MAINS MUST CROSS, WATER LINES SHOULD BE INSTALLED ABOVE WASTEWATER OR SLUDGE LINES. A MINIMUM SEPARATION OF 18-INCHES BETWEEN THE BOTTOM OF THE WATER LINE AND THE TOP OF THE WASTEWATER OR SLUDGE LINE SHALL BE MAINTAINED. WHERE A WATER LINE CROSSES UNDER A WASTEWATER OR SLUDGE LINE, A FULL LENGTH OF PIPE SHALL BE CENTERED ABOVE THE WATER LINE SO THAT BOTH JOINTS WILL BE AS FAR FROM THE WATER LINE AS POSSIBLE.
11. CONTRACTOR SHALL COORDINATE WITH THE CITY OF OCOEE TO ARRANGE FOR THE BYPASS OF LS63 AND ALL LIFT STATIONS NORTH OF WURST ROAD.
12. ALL NON-ROADWAY AREAS OUTSIDE THE RIGHT-OF WAY THAT ARE EXCAVATED, FILLED, OR OTHERWISE DISTURBED BY THE CONTRACTOR SHALL BE LOAMED, GRADED, LIMED, FERTILIZED, SEEDED AND MULCHED, UNLESS OTHERWISE NOTED. THE TOP 4 INCHES OF SOIL SHALL BE LOAM. ALL NON-ROADWAY AREAS WITHIN THE RIGHT-OF-WAY THAT ARE EXCAVATED, FILLED OR OTHERWISE DISTURBED BY THE CONTRACTOR SHALL BE SODDED WITH TURF GRASS. REFER TO SPECIFICATION SECTION 02480, LANDSCAPING.
13. UNDER NO CIRCUMSTANCE SHOULD A CLEAN OUT BE INSTALLED IN THE SIDEWALK OR A DRAINAGE SWALE.

RESTORATION NOTES:

1. RIGHT-OF-WAY (ROW) OWNERSHIP AND MAINTENANCE RESPONSIBILITIES VARY ALONG THE PROJECT CORRIDOR. THE CITY OF OCOEE MAINTAINS ROW OWNERSHIP FROM STATION 0+00 TO STATION 20+98. FROM STATION 20+98 TO THE END OF THE PROJECT, ROW OWNERSHIP AND MAINTENANCE ARE UNDER ORANGE COUNTY JURISDICTION. ON INTERSECTING SIDE STREETS, THE CITY OF OCOEE OWNS AND MAINTAINS MACK STREET, SECURITY CIRCLE, MOBILE LANE, LYMAN STREET, BURNT TREE COURT, LAUREL RIDGE AVENUE, AND CLINGER COVE ROAD. ORANGE COUNTY OWNS AND MAINTAINS 15TH AVENUE, 16TH AVENUE, 17TH AVENUE, AND WURST ROAD.
2. WORK WITHIN THE NORTHBOUND TRAVEL LANE SHALL BE LIMITED TO A MAXIMUM OF ONE (1) BLOCK AT A TIME. THE PIPE TRENCH FOR THE MAINLINE GRAVITY SEWER AND ASSOCIATED CONSTRUCTION SETBACKS SHALL REMAIN FULLY WITHIN THE LIMITS OF THE NORTHBOUND TRAVEL LANE; AT NO TIME SHALL CONSTRUCTION ACTIVITIES FOR THE MAINLINE GRAVITY SEWER ENCROACH INTO THE SOUTHBOUND TRAVEL LANE. GRAVITY SEWER LATERALS AND WATER SERVICES ARE ALLOWED TO CROSS INTO THE SOUTHBOUND TRAVEL LANE. UPON INSTALLATION OF THE PROPOSED PIPE AND COMPLETION OF BACKFILLING AND COMPACTION, INITIAL PAVEMENT RESTORATION SHALL BE PLACED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. FOLLOWING COMPLETION OF ALL UTILITY WORK WITHIN THE LANE, THE ENTIRE NORTHBOUND TRAVEL LANE SHALL BE MILLED AND REPAVED IN ACCORDANCE WITH THE PUBLIC ROADWAY PAVEMENT REPAIR DETAIL SHOWN ON SHEET C-6.
3. WHERE PROPOSED UTILITIES CROSS PERPENDICULAR TO TRAFFIC SOUTH OF STATION 20+98, WITHIN THE CITY OF OCOEE RIGHT-OF-WAY, THE CONTRACTOR SHALL RESTORE THE SOUTHBOUND TRAVEL LANE BY MILLING AND REPLACING A MINIMUM OF 50 FEET ON EACH SIDE OF THE PIPE TRENCH. PAVEMENT RESTORATION SHALL CONFORM TO THE PUBLIC ROADWAY PAVEMENT REPAIR DETAIL SHOWN ON SHEET C-6.
4. WHERE PROPOSED UTILITIES CROSS PERPENDICULAR TO TRAFFIC NORTH OF STATION 20+98, WITHIN ORANGE COUNTY RIGHT-OF-WAY, THE CONTRACTOR SHALL RESTORE THE SOUTHBOUND TRAVEL LANE BY MILLING AND REPLACING A MINIMUM OF 50 FEET ON EACH SIDE OF THE PIPE TRENCH. PAVEMENT RESTORATION SHALL CONFORM TO THE APPLICABLE ORANGE COUNTY ROADWAY PAVEMENT REPAIR STANDARDS AND THE PUBLIC ROADWAY PAVEMENT REPAIR DETAIL SHOWN ON SHEET C-6.
5. FOR UTILITY WORK WITHIN SIDE STREETS UNDER THE CITY OF OCOEE RIGHT-OF-WAY, INCLUDING MACK STREET, SECURITY CIRCLE, MOBILE LANE, LYMAN STREET, BURNT TREE COURT, LAUREL RIDGE AVENUE, AND CLINGER COVE ROAD, THE ENTIRE WIDTH OF THE AFFECTED ROADWAY SHALL BE MILLED AND REPAVED. PAVEMENT RESTORATION SHALL EXTEND A MINIMUM OF 25 FEET BEYOND THE LIMITS OF THE UTILITY TRENCH. ALL PAVEMENT RESTORATION SHALL BE PERFORMED IN ACCORDANCE WITH THE PUBLIC ROADWAY PAVEMENT REPAIR DETAIL SHOWN ON SHEET C-6.
6. FOR UTILITY WORK WITHIN SIDE STREETS UNDER ORANGE COUNTY RIGHT-OF-WAY, INCLUDING 15TH AVENUE, 16TH AVENUE, 17TH AVENUE, AND WURST ROAD, THE ENTIRE WIDTH OF THE AFFECTED ROADWAY SHALL BE MILLED AND REPAVED FOLLOWING COMPLETION OF UTILITY INSTALLATION. PAVEMENT RESTORATION SHALL EXTEND A MINIMUM OF 50 FEET BEYOND THE LIMITS OF THE UTILITY TRENCH. ALL PAVEMENT RESTORATION SHALL BE PERFORMED IN ACCORDANCE WITH THE PUBLIC ROADWAY PAVEMENT REPAIR DETAIL SHOWN ON SHEET C-6.
7. WHERE PROPOSED UTILITIES PASS BENEATH EXISTING CONCRETE PAVEMENT, SIDEWALK, CURB, CURB AND GUTTER, DRIVEWAY, OR OTHER CONCRETE FEATURES, CONCRETE RESTORATION SHALL BE REQUIRED. LIMITS OF CONCRETE REMOVAL AND REPLACEMENT SHALL BE AS INDICATED BY THE CONCRETE RESTORATION HATCHING SHOWN ON THE DRAWINGS. ALL CONCRETE SHALL BE REMOVED AND REPLACED TO MATCH THE EXISTING THICKNESS, JOINTING PATTERN, FINISH, AND ALIGNMENT, UNLESS OTHERWISE NOTED.
8. ALL CONSTRUCTION ACTIVITIES WITHIN THE PHASE 1 RIGHT-OF-WAY LIMITS SHALL BE FULLY COMPLETED, INCLUDING UTILITY INSTALLATION, PAVEMENT RESTORATION, AND FINAL SURFACE RESTORATION, PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES WITHIN THE PHASE 2 RIGHT-OF-WAY.

SEQUENCE OF CONSTRUCTION:

A. WORK IN NO MORE THAN 1 BLOCK AT A TIME; WORK SHALL BE LIMITED TO 1 LANE AT A TIME, USING APPROPRIATE MEANS AND METHODS.
B. INSTALL PIPE & BACKFILL THROUGH LIME ROCK BASE LAYER.
C. RESTORE ROAD UP TO ONE COURSE OF PAVEMENT.
D. OVERLAY ENTIRE LANE UPON COMPLETION OF CONSTRUCTION.



CIVIL ABBREVIATIONS

&	AND
Ø, DIA	DIAMETER
#, NO	NUMBER
AC	ASBESTOS CEMENT
APP'D	APPROVED
BR	BRICK
BLDG	BUILDING
CB	CATCH BASIN
CEN	CENTER
CFS	CUBIC FEET PER SECOND
CI	CAST IRON
CIPP	CURED-IN-PLACE-PIPE
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
COR	CORNER
CPE	CORRUGATED POLYETHYLENE PIPE
CY	CUBIC YARD
DEMO	DEMOLITION
DMH	DRAIN MANHOLE
DI	DUCTILE IRON
DR	DRAIN
DWG	DRAWING
EL	ELEVATION
EMH	ELECTRIC MANHOLE
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
FM	FORCE MAIN
FT	FEET
G	GAS
HDPE	HIGH DENSITY POLYETHYLENE
HYD	HYDRANT
IN	INCH
INF	INFLUENT
INV	INVERT
LB	POUNDS
LF	LINEAR FOOT
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MW	MONITORING WELL
N	NORTH
NGVD	NATIONAL GEODETIC VERTICAL DATUM
N/A	NOT AVAILABLE/APPLICABLE
NTS	NOT TO SCALE
OD	OUTSIDE DIAMETER
OUT	OUTFALL
PC	PERFORATED CLAY
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PS	PRIMARY SLUDGE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
REQ'D	REQUIRED
S	SLOPE, SEWER
SD	STORM DRAIN
SF	SQUARE FEET
SMH	SANITARY SEWER MANHOLE
SQ	SQUARE
STA	STATION
T, XFMR	TRANSFORMER
TBM	TEMPORARY BENCH MARK
THK	THICKNESS
TOS	TOP OF STRUCTURE
TYP	TYPICAL
UD	UNDERDRAIN
UG	UNDERGROUND
UGE	UNDERGROUND ELECTRIC
VC	VITRIFIED CLAY
VF	VERTICAL FOOT
W/	WITH
W	POTABLE WATER

LEGEND

	EXISTING	PROPOSED
PROPERTY/ROW LINE		
SETBACK LINE		
EASEMENT LINE		
CENTERLINE		
EDGE OF PAVEMENT		
CURBING		
EDGE OF GRAVEL		
EDGE OF CONCRETE		
CONTOUR	122	123
BUILDING		
STONEWALL		
TREELINE		
CHAIN LINK FENCE		
STOCKADE FENCE		
BARB WIRE FENCE		
RETAINING WALL		
GUARDRAIL		
SEWER	8"	8"S
SEWER FORCE MAIN	4"	4"FM
GAS	4"	4"G
WATER	8"	8"W
STORM DRAIN	15"	15"SD
UNDERDRAIN	6"	6"UD
CULVERT	12" CMP	12" CMP
UNDERGROUND ELECTRIC	UGE UGE	UGE UGE
OVERHEAD ELECTRIC	OHE OHE	OHE OHE
UNDERGROUND TELEPHONE	UGT UGT	UGT UGT
UNDERGROUND CABLE TV	UGTV UGTV	UGTV UGTV
IRON PIPE/REBAR		
DRILLHOLE		
MONUMENT		
SURVEY CONTROL POINT		
SPOT ELEVATION	124.6	134.5
SEWER MANHOLE	SMH	SMH
DRAINAGE MANHOLE	DMH	DMH
CATCH BASIN	CB CB CB	CB CB
ELECTRIC MANHOLE	EMH	EMH
TELEPHONE MANHOLE	TMH	TMH
SHUTOFF VALVE		
WATER SERVICE SHUTOFF		
YARD HYDRANT		
HYDRANT		
GAS SERVICE SHUTOFF		
GAS GATE VALVE		
UTILITY POLE		
UTILITY POLE W/ GUY		
UTILITY POLE W/ LIGHT		
LIGHT POLE		
BOLLARD		
FLAGPOLE		
CONIFEROUS TREE		
DECIDUOUS TREE		
SHRUB		
WETLAND FLAG		
EDGE OF WATER		
STREAM		
EDGE OF WETLANDS		
FLOODPLAIN		
WETLANDS		
DRAINAGE FLOW		
DRAINAGE SWALE		
PAVEMENT MARKINGS		
SIGN		
MAILBOX	MB	
TEMPORARY BENCH MARK		
TEST PIT	TP	
TEST BORING	B	
TEST PROBE	P	

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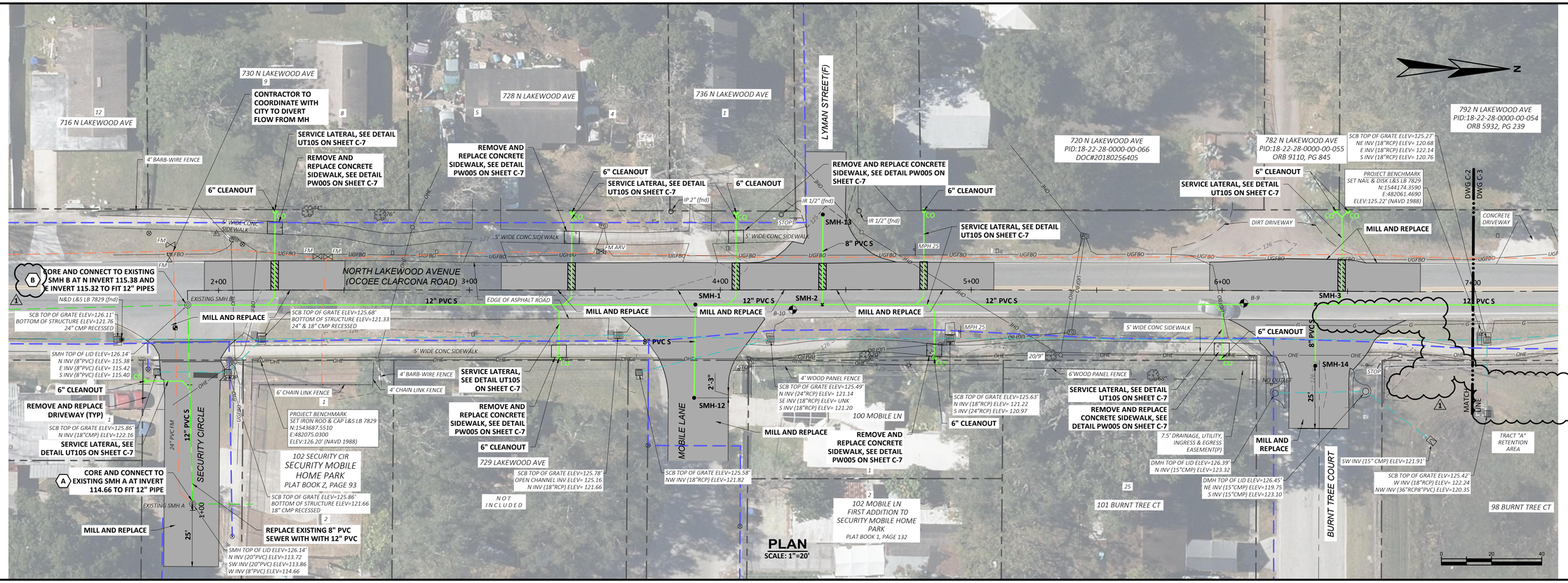

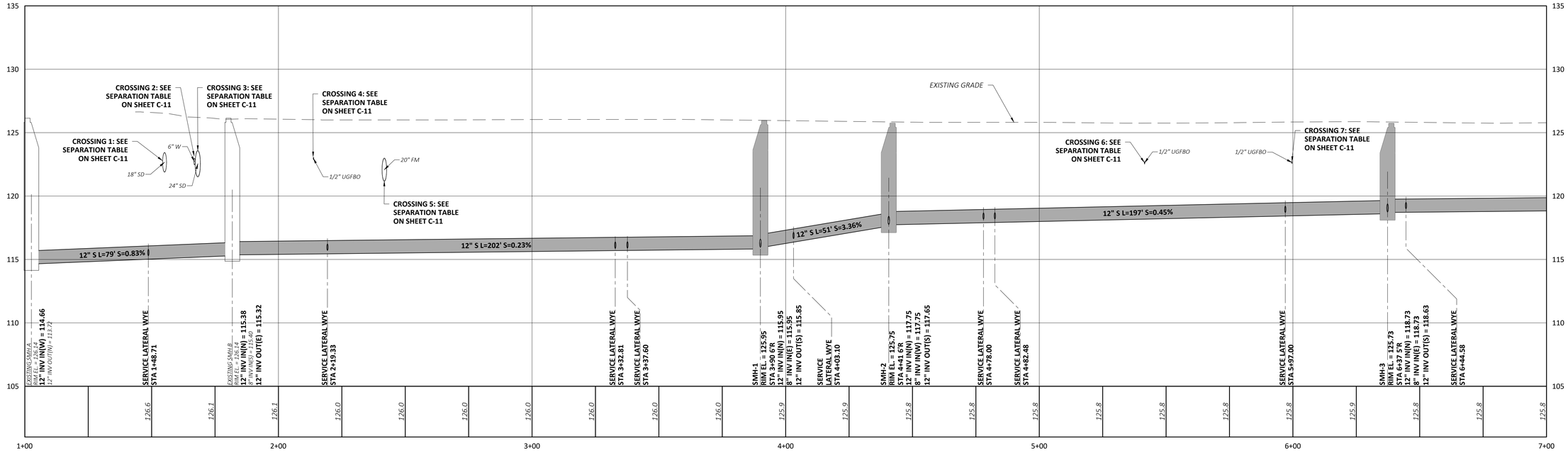

PROFILE

SCALES
VERT:1"=4'
HORIZ:1"=20'

A EXISTING MANHOLE IS LINED/COATED; CONTRACTOR SHALL ADD COATING TO THE DISTURBED AREAS AFTER RE-SHAPING THE INVERT

B EXISTING MANHOLE SHALL BE LINED AND COATED WITH APPROVED EPOXY COATING

NO	REVISIONS	APPD	DATE
1	REVISIONS PER CITY COMMENTS AFTER BID ISSUANCE	AS	02/26

PROJECT NO: 21787
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD: D.METZ
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

WRIGHT-PIERCE
407.906.1776 | www.wright-pierce.com
601 S LAKE DESTINY ROAD, SUITE 290, MAITLAND, FL 32751

CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 1

PLAN AND PROFILE STA 1+00 TO STA 7+00

DRAWING
C-2

I:\ENG\F\OCOEE\21787-LAKEWOODAVEGRAVITYSEWERPHASE1_DRAWINGS\CIV\21787-CS-PLANPROFILE1.DWG | 21787-CS-PlanProfile1 | 12-SB40 | — | 2/24/2026 5:27:57 PM | JAMES.PICKERING

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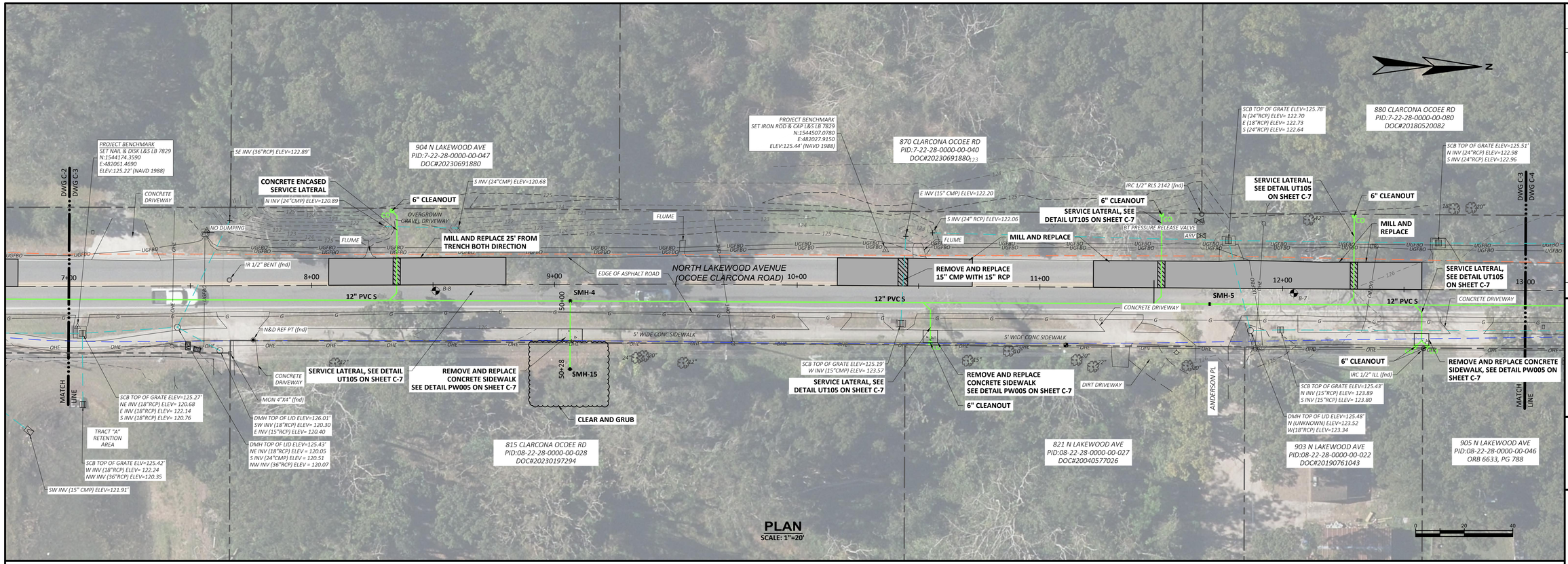
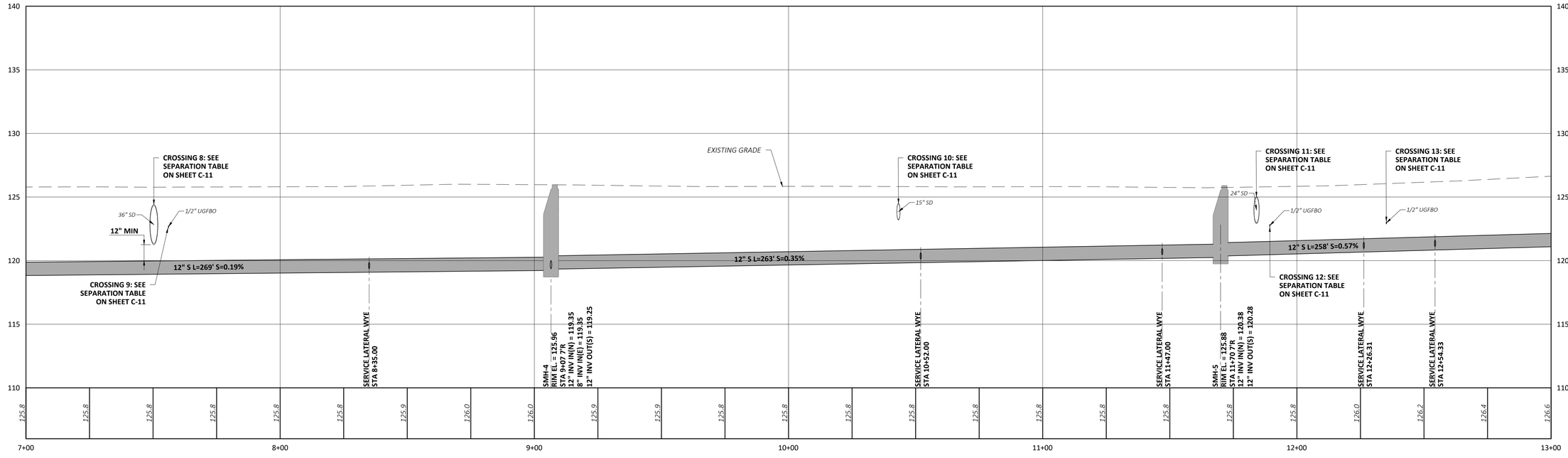


PLAN
SCALE: 1"=20'



PROFILE
SCALES
VERT:1"=4'
HORIZ:1"=20'

NO	REVISIONS	APP'D	DATE
1			
2			
3			
4			
5			

PROJECT NO: 21787
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD: D.METZ
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

WRIGHT-PIERCE
407.906.1776 | www.wright-pierce.com
601 S LAKE DESTINY ROAD, SUITE 290, MAITLAND, FL 32751

CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 1

PLAN AND PROFILE STA 7+00 TO STA 13+00

DRAWING
C-3

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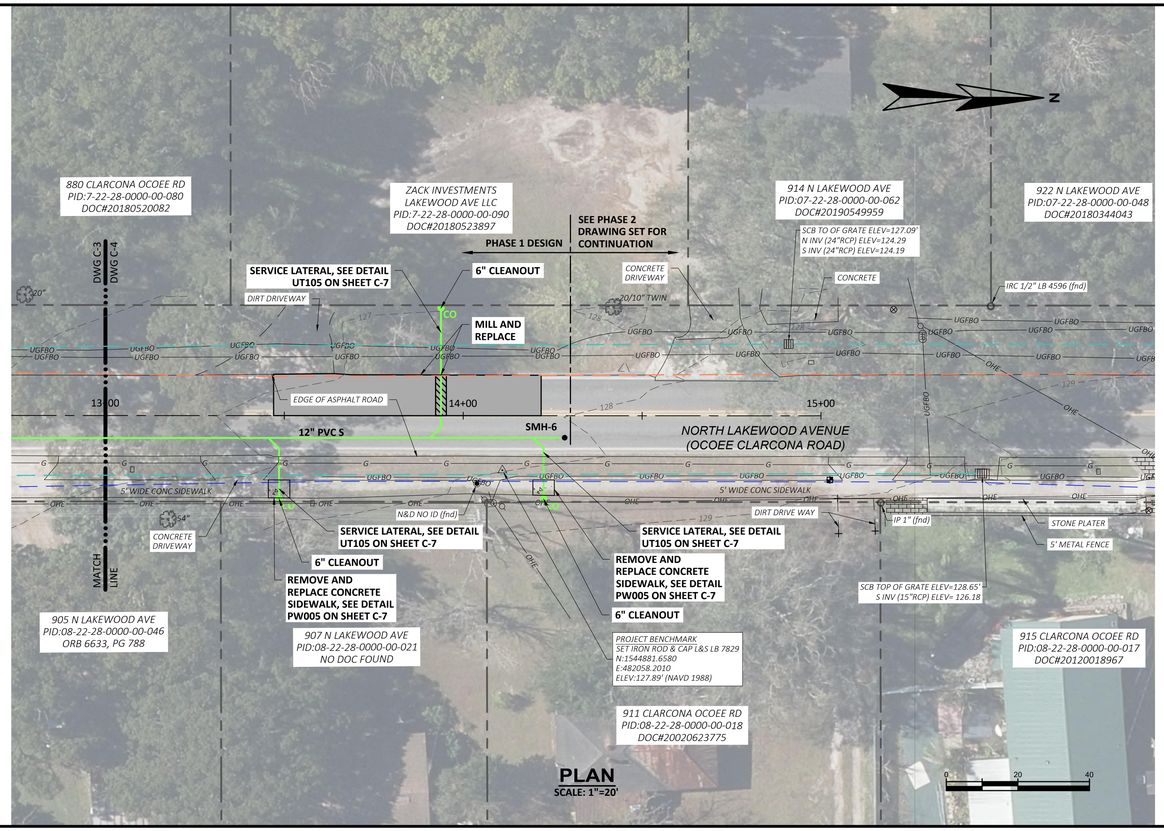
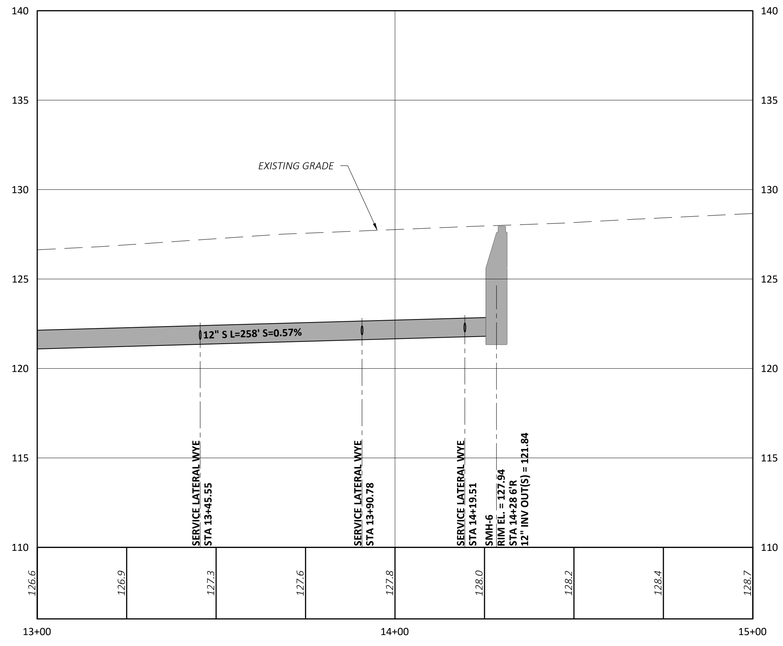


PLAN
SCALE: 1"=20'



PROFILE
SCALES
VERT:1"=4'
HORIZ:1"=20'

NO	REVISIONS	APP'D	DATE
1			
2			
3			
4			
5			

PROJECT NO: 21787
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD: D.METZ
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

WRIGHT-PIERCE
407.906.1776 | www.wright-pierce.com
601 S LAKE DESTINY ROAD, SUITE 290, MAITLAND, FL 32751

CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 1

PLAN AND PROFILE STA 13+00 TO STA 15+00

DRAWING
C-4

I:\ENG\FL\OCOEE\21787-LAKEWOODAVEGRAVITYSEWERPHASE1_DRAWINGS\CIV\21787-CS-PLANPROFILEIII.DWG | 21787-CS-PlanProfileIII | 12.5849 | — | 2/24/2026 5:25:34 PM | JAMES.PICKERING

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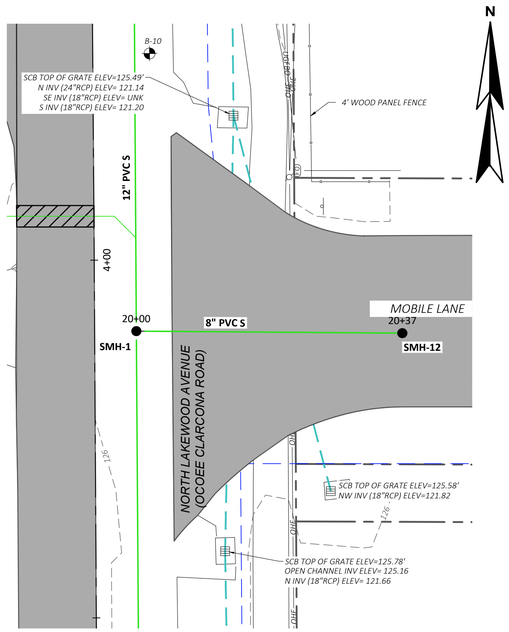
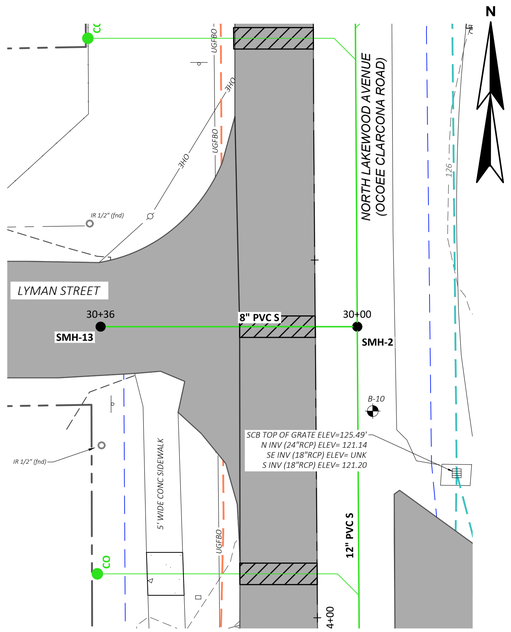
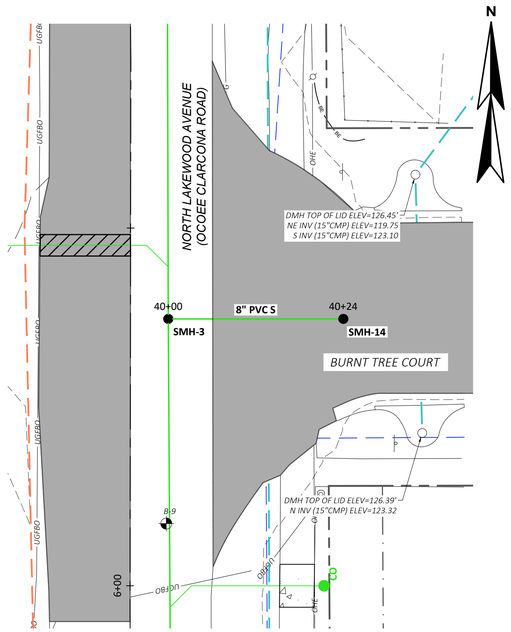


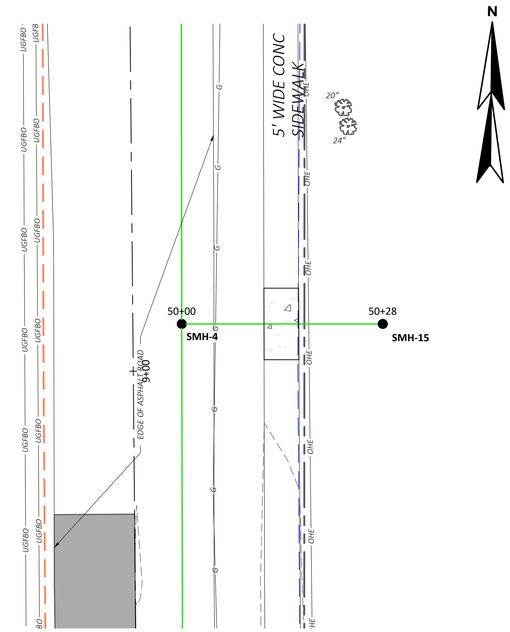
PLAN
SCALE: 1"=10'



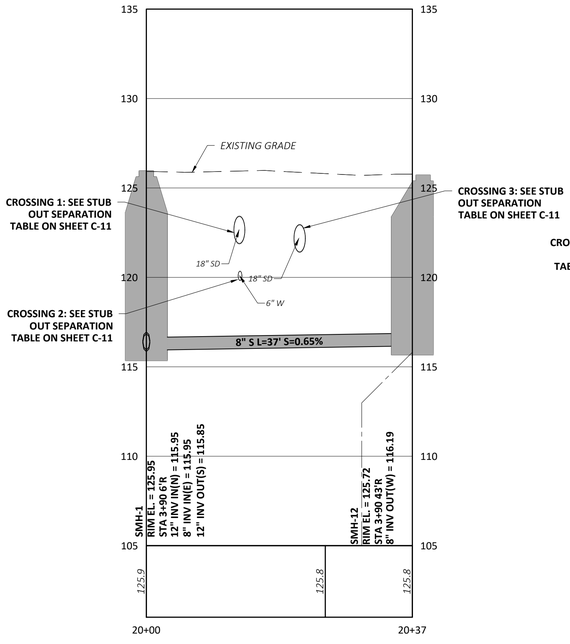
PLAN
SCALE: 1"=10'



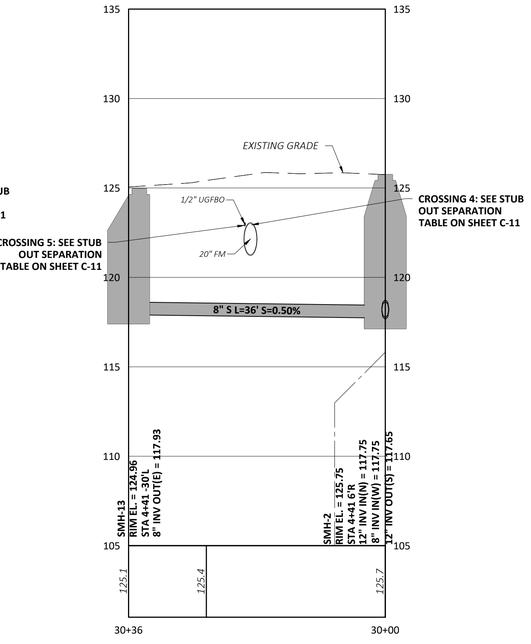
PLAN
SCALE: 1"=10'



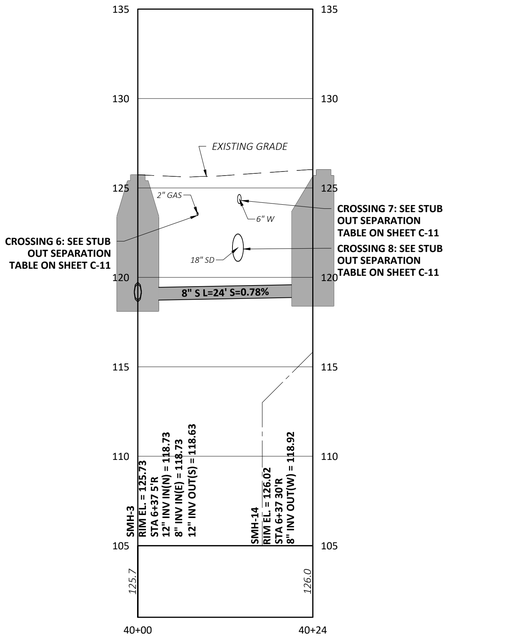
PLAN
SCALE: 1"=10'



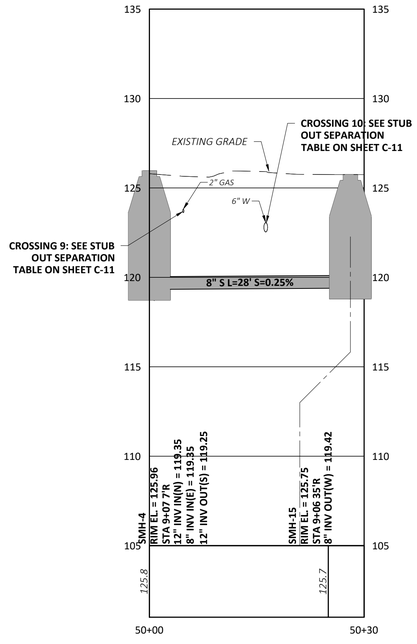
PROFILE
SCALES
VERT:1"=4'
HORIZ:1"=10'



PROFILE
SCALES
VERT:1"=4'
HORIZ:1"=10'



PROFILE
SCALES
VERT:1"=4'
HORIZ:1"=10'



PROFILE
SCALES
VERT:1"=4'
HORIZ:1"=10'

NO	REVISIONS	APP'D	DATE
1			
2			
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4			
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6			

PROJECT NO: 21787
DESIGNED: J. HOGAN
CAD COORD: D.METZ
CAD:
CHECKED: D.METZ
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

WRIGHT-PIERCE
407.906.1776 | www.wright-pierce.com
601 S LAKE DESTINY ROAD, SUITE 290, MAITLAND, FL 32751

CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 1

STUB-OUT PLANS AND PROFILES

DRAWING
C-5

J:\ENGF\OCOEE\21787-LAKEWOODAVEGRAVITYSEWERPHASE1_DRAWINGS\CIV\21787-STUBPROFILES.DWG | 21787-StubProfiles | 12.5849 | --- | 2/24/2026 5:30:19 PM | JAMES.PICKERING

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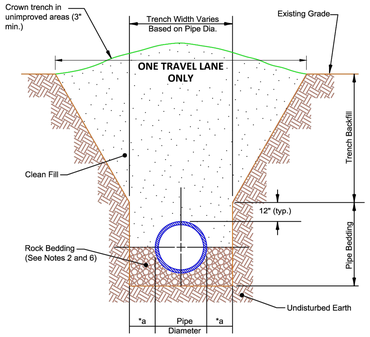
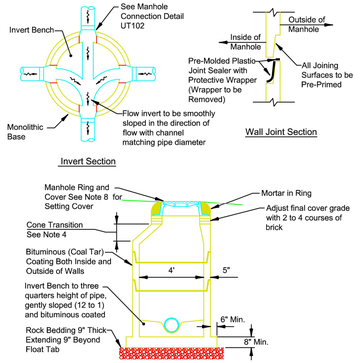


NOTES:

1. Pipe bedding material and trench backfill shall be select common (clean) fill compacted to 95% (98% in roadway) of the maximum density as per AASHTO T-180.
2. Contractor shall install crushed rock (or equivalent bedding material) where pipe bedding does not provide solid support (yielding or plastic). Depth of material shall be a minimum of 6", or as needed, to provide non-yielding support for the pipe. All unsuitable material shall be removed from pipe bedding unless special provisions are approved by the City.
3. Excavated trench width at pipe haunch shall be sufficient in size for haunch compaction, but shall be no greater than 15" on each side of pipe for pipes less than 24" in diameter (24" for pipes 24" in diameter or greater.)
4. Water shall not be permitted in trench line during construction.
5. Pipe line shall be installed with bell fitting facing upgrade.

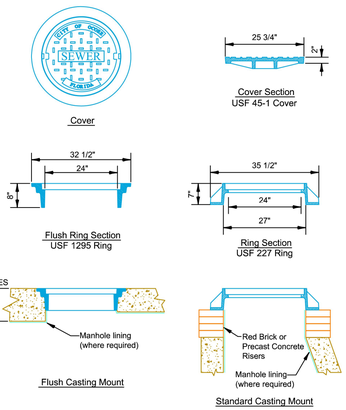
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT001	Pipe Bedding and Trench
DATE: September 2019	SCALE: N/A



NOTES:

1. This detail is for pre-cast standard and receiving sanitary sewer manholes.
2. Sewer main sizes connecting to the manhole shall range from 6" to 24" in diameter and not less than 2" from floor of bottom casting. All other sizes shall require separate design and approval.
3. All manholes where any invert into the manhole exceeds 18" shall require a drop connection (See detail UT102).
4. Manhole cone/ring and cover shall be eccentric configured. Cone transition shall range from 18" to 36". Concentric configuration shall require written approval by the City.
5. Receiving, forcemain connected and drop manhole shall be continuously lined with an approved liner on the City of Ocoee's Approved Materials List at a minimum of 90 mil thickness.
6. Bottom casting shall be monolithic with first riser.
7. Riser between top cone and bottom casting shall be no shorter in height than 60".
8. Manhole cover to be set 1/4" above and matching slope pavement and should be set at plan grade unpaved areas.
9. All seams from structure joints, pipe connections and ring shall be WrapidSealed.

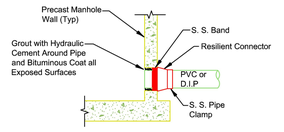
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT101	Sanitary Sewer Manhole
DATE: July 2019	SCALE: N/A



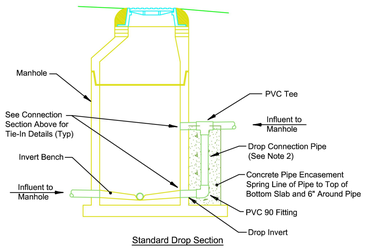
NOTES:

1. Use Ring & Covers Detail as depicted on this sheet for standard manhole applications. Refer to UT104 Large & Receiving Ring and Double Cover Detail for large (6' or greater) and receiving manholes.
2. For structures with top elevation at surface, use "Flush Structure Casting", USF 1295 Ring.
3. Brick shall be solid red (clay) brick meeting AASHTO M114 -Grade MW.
4. Red Brick or Precast Concrete Risers should not exceed four levels.
5. Manhole lid shall be Lettered with "City of Ocoee" (top), Sewer (center) and Florida (bottom).
6. Manhole lids shall have two (2) non-pentrating pick holes.
7. Where manhole lining (coating) is required, coating shall extend to ring sealing and coating ring's mortar bed.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT103	Standard Manhole Ring and Cover
DATE: April 2019	SCALE: N/A



Pipe Connection for Pipes Less Than 24" Section

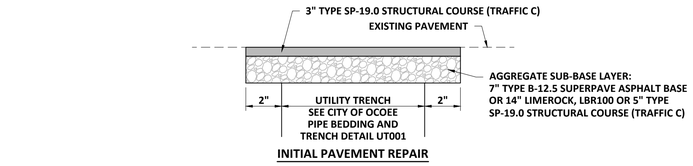


Standard Drop Section

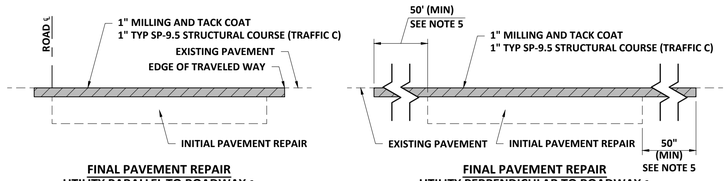
NOTES:

1. For manhole covers, see UT103 Standard Manhole Ring and Cover Detail and UT104 Large & Receiving Manhole Ring and Double Cover Detail.
2. Drop pipe and fittings shall be of equal size and material to the influent sewer line.
3. The drop connection provided above is limited to pipe size less than 24". Alternative design must be approved by City for pipe sizes equal or greater than 24" in diameter.
4. An outside drop connection is required for all influent lines 18" or more above the manhole inverts.
5. Bottom elevation of drop shall be 0.1' above effluent invert.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT102	Sanitary Sewer Connection
DATE: July 2019	SCALE: N/A



INITIAL PAVEMENT REPAIR



FINAL PAVEMENT REPAIR
UTILITY PARALLEL TO ROADWAY ℄

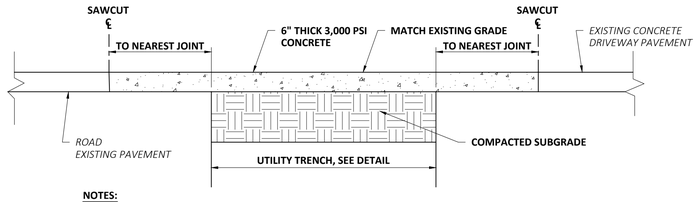
FINAL PAVEMENT REPAIR
UTILITY PERPENDICULAR TO ROADWAY ℄

NOTES:

1. **PAVEMENT REPAIR, PAVEMENT STRIPING, AND PAVEMENT MARKINGS TO BE CONSTRUCTED IN ACCORDANCE WITH SECTION 02000.**
2. **MILLED SURFACE SHALL BE PROTECTED FROM TRAFFIC AND RAIN. IN ADDITION, THE PLACEMENT OF THE FIRST LIFT OF STRUCTURAL COURSE SHALL OCCUR NO LATER THAN THE DAY AFTER THE SURFACE IS MILLED.**
3. **RESTORE PAVEMENT STRIPING AND PAVEMENT MARKINGS BACK TO ORIGINAL LAYOUT AND COLOR.**
4. **SP-19.0 STRUCTURAL COURSE LIFTS SHALL BE A MINIMUM OF 2 INCHES AND A MAXIMUM OF 4 INCHES**
5. **25' MINIMUM IS ACCEPTABLE SOUTH OF STA 21+00.**

PUBLIC ROADWAY PAVEMENT REPAIR DETAILS

SCALE: NOT TO SCALE



NOTES:

1. **CONCRETE TO HAVE A 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI.**
2. **USE 1/2" EXPANSION JOINT (PREFORMED JOINT FILLER) BETWEEN CONCRETE AND ALL OTHER FIXED OBJECTS.**

CONCRETE DRIVEWAY PAVEMENT REPAIR

SCALE: NOT TO SCALE

Pipes/Mains Separation Requirement Table (See Note 11 for Structural)									
	Potable		Reclaimed		Sanitary Sewer		Storm Sewer		Structural
	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.
Potable			3'	12"	10'	18"	3'	18"	10'
Reclaimed	3'	12"			3'	12"	3'	12"	10'
Sanitary Sewer	10'	18"	3'	12"			3'	12"	10'
Storm Sewer	3'	18"	3'	12"	3'	12"			10'

Joint Spacing Requirement Table (See Note 2)					
	Potable		Reclaimed	Sanitary Sewer	Storm Sewer	
Potable			3'	6'	3'	

NOTES:

1. The table above represents the minimum separation requirements as described in the City's Engineering Standards Manual. The most stringent requirements between the City's Standards and the guidelines set forth in the Florida Administrative Code 62-555.314 (F.A.C). shall apply between newly proposed utility lines and existing or proposed utility lines.
2. Joint spacing shall be based on one full length water main pipe centered above or below other pipes. The joint shall be no less than the required distance from the center of the crossing of the two pipes. (The water pipe shall be above the other pipe unless otherwise approved by the City.)
3. Where the City's minimum vertical and horizontal separation from potable water cannot be achieved from the outside of the potable water pipe and the outside of the other pipe/main, preferred separation in accordance with F.D.E.P. rules of the Florida Administrative Code 62-555.314 (F.A.C.) and 62-604.400 (F.A.C.) may be allowed upon approval by the City's Utilities Department.
   a. If it is not technically feasible or economically sensible to comply with the requirements set forth in 62-555.314 (F.A.C.), technical or economic justification for each exception must be submitted to F.D.E.P. with alternative construction features. Proof of F.D.E.P.'s approval for exceptions shall be submitted to the City.
4. For the purpose of this table, reclaimed water shall mean unrestricted public access reuse water as defined by F.A.C. 62-610. Other types of reclaimed water, not treated to public contact levels, shall be considered raw sewage, and the separation list for sanitary sewer shall apply.
5. Alternative water, such as storm water used for irrigation, shall be considered reclaimed water for separation requirements.
6. Pipe separation distance provided above shall mean the horizontal and/or vertical distance measured for the outside dimension of each pipe/main.
7. All Sanitary and Storm Structures shall follow separation requirements above.
8. Potable water pipes shall be laid above all pipes conveying raw sewage whenever they cross.
9. All utilities shall be installed with 36" of cover over the top of pipe. Cover shall be measured with current or future grading to ensure the 36" coverage.
10. No potable water pipe may pass through a sanitary sewer structure. Penetration through storm sewer must be approved by the City and is subject to special conditions and materials.
11. Structural shall refer to foundations, walls, etc. Additional separation shall be required by the City for construction of, including, but not limited to: live loads, multi-story commercial buildings, superstructures, embankments, retaining walls, bridges, railroads, high voltage transmission mains, gas mains, etc.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT013	Pipe Separation Requirement Table
DATE: November 2022	SCALE: N/A

NO	REVISIONS	APP'D	DATE
1			
2			
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PROJECT NO: 21787
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD: D.METZ
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

WRIGHT-PIERCE
407.906.1776 | www.wright-pierce.com
601 S LAKE DESTINY ROAD, SUITE 290, MAITLAND, FL 32751

CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 1

DETAILS I

DRAWING
C-6

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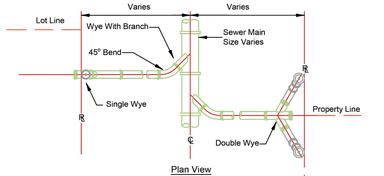
LAST SAVED BY: JAMES.PICKERING 8/12/2025 10:26 AM

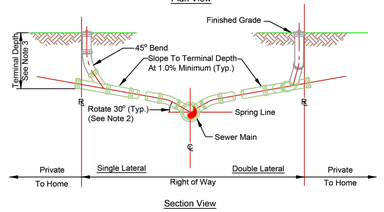
Ownership and Maintenance Responsibilities:

City

Private



Plan View

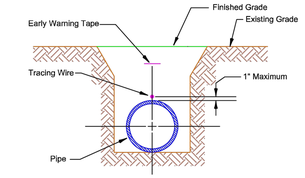


Section View

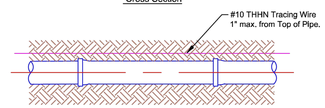
NOTES:

1. Locate service connections as close to the property line as possible.
2. Invert of service lateral shall not enter sewer main below spring line.
3. The terminal invert depth at the right-of-way must be between 3'-5', unless given written approval by the City.
4. Service Laterals shall be a minimum of 6" from the sewer main to the right-of-way.
5. Sewer cleanout location to be staked by a 2x4 with the invert elevation.
6. Sewer cleanout to be 6".
7. If hardscape is adjacent to the ROW line, cleanout location to be approved by the City.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT105b	Service Lateral - Retrofit
DATE: June 2025	SCALE: N/A



Cross Section

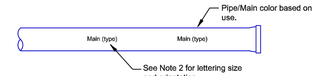


Transverse Section

NOTES:

1. All pipe shall include the installation of #10 THHN copper tracing wire capable of detection by cable locating equipment.
2. Tracing wire shall be buried directly above the transverse centerline of the pipe.
3. End(s) of the locating wire shall be such that wire can be accessed by locating equipment assessing the wire in a valve vault or blow-off box. Wire is required to extend 12" minimum above finished grade.
4. Unless approved by the City, early warning tape indicating the type of pipe shall be required.
5. All directional drill pipe shall have locating wire attached to the top of pipe and shall remain on the top of the pipe during installation.
6. All service lines shall have locating wire placed on the pipe as described in City of Ocoee detail UT206 "Utility Service Connection"
7. All wire splices shall be completed with twist-on type wire nuts with gel or grease filled moisture seal.
8. All tracing wire installation shall be tested and verified for continuity by the contractor prior to final acceptance

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT010	Pipe Locating Wire
DATE: April 2019	SCALE: N/A

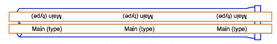


PIPE LETTERING NOTES:

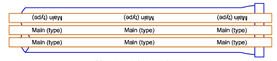
1. Lettering shall be per the American Water Works Association.
2. Lettering shall be a minimum of 3/4" in height and shall be be facing up when the pipe is installed.
3. Lettering must be permanently imbedded into the pipe/main, not painted or stenciled.
4. Lettering shall be of contrasting color to pipe/main color.

Pipe Marking (Lettering)
N.T.S.

Diameter = 2.5" to 4"
3" Tape centered along the top half of pipe.



Diameter = 6" to 16"
Two (2) 6" Tapes along both sides of top half of pipe.



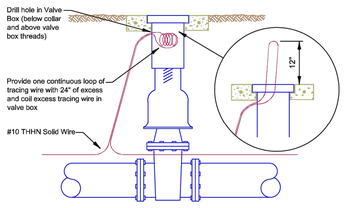
Diameter = 20" and larger
Three (3) 6" Tapes along top and both sides of top half of pipe.

Warning Tape
N.T.S.

WARNING TAPE NOTES:

1. Tape color shall be in accordance with (same) as main/pipe color.
2. Tape lettering shall be at least 1" in height with no greater than 12" in spacing.
3. Warning tape shall extend total length of pipe.

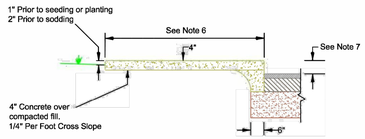
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT011	Pipe Identification & Warning Tape
DATE: April 2019	SCALE: N/A



NOTES:

1. All pipe shall be installed with # 10 THHN solid copper tracing wire. Tracing wire must be installed directly above the pipe in a continuous circuit.
2. Tracing wire shall cover all main, pipe, branches (including fire hydrants) and service connections.
3. Tracing wire shall extend a minimum of 12" above grade at required intervals and/or valve lids.
4. Tracing wire shall be coiled and placed in a valve box and shall be easily accessible.
5. At dead ends of mains, pipe, and/or service, the tracing wire shall be placed in a properly identified cast iron valve box (Valve Box and Cover Detail UT009).

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT012	Tracing Wire Location
DATE: April 2019	SCALE: N/A



NOTES:

1. Tooled Control Joints at 5' O.C. max.
2. Expansion Joints at 25' O.C. max.
3. Joints shall be constructed within 24 hours of pouring concrete
4. Sidewalks shall be Class I, 3000psi
5. Sub-grade or base shall be compacted to a minimum density of 98% of the maximum density as determined by AASHTO T-180 for sidewalks/bike paths and curbs.
6. Refer to plans for sidewalk width. Sidewalk shall be a minimum of 5' if a width is not specified on the plans.
7. Refer to the plans for the curb height. If no curb height is specified, use 6"

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
PW005	Sidewalk, Curb, and Pavement Detail
DATE: JUNE 2020	SCALE: N/A

NO	REVISIONS	APP'D	DATE
1			
2			
3			
4			
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PROJECT NO: 21787
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD: D.METZ
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 1

DETAILS II

DRAWING
C-7

J:\ENGR\FL\OCOEE\21787-LAKEWOODAVEGRAVITYSEWERPHASE1_DRAWINGS\CIV\21787-CS-DETAILSII.DWG | 21787-CS-DetailsII | 1:2.5849 | — | 2/24/2026 5:30:56 PM | JAMES.PICKERING

LAST SAVED BY: DANIEL.METZ 5/5/2025 10:56 AM

NARRATIVE

1. DESCRIPTION OF CONSTRUCTION ACTIVITY: INSTALLATION OF A NEW 12" GRAVITY SEWER LINE IN THE NORTH BOUND LANE OF LAKEWOOD AVENUE, FROM SECURITY CIRCLE TO LAUREL RIDGE.

2. SITE AREA INFORMATION:
   TOTAL AREA OF THE SITE = 1.79 ACRES
   TOTAL DISTURBANCE AREA = 0.5 ACRES
   RUNOFF DATA:
   RUNOFF COEFFICIENTS:
   BEFORE = 0.75
   DURING = VARIES FROM 0.75 TO 0.80
   AFTER = 0.75

3. PROPOSED SEQUENCE OF LAND DISTURBING ACTIVITIES, INCLUDING SEQUENCE DURING THE CONSTRUCTION PROCESS IN WHICH THE MEASURES WILL BE INSTALLED. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL OR APPROVED BY THE ENGINEER. FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.
   A. CONSTRUCTION OF A GRAVITY SEWER SYSTEM

   B. CONSTRUCTION OF STUB-OUTS FROM MAIN LINE

4. DESCRIPTION OF THE SOILS AND AN IDENTIFICATION OF THOSE THAT ARE HIGHLY ERODIBLE:
   44 - SMYRNA-SMYRNA, WET, FINE SAND

   48 - TAVARES, FINE SAND-URBAN LAND COMPLEX

5. AFFECTED DRAINAGE AREAS AND MAJOR DISCHARGE POINTS:
   N/A

6. LATITUDE AND LONGITUDE OF EACH MAJOR DISCHARGE POINT:
   N/A

7. NAMES OF RECEIVING WATER(S):
   STARKE LAKE

8. DESCRIPTION OF PROPOSED POLLUTION CONTROL MEASURES OR BMPS TO BE USED:
   a. EROSION AND SEDIMENT CONTROL PRACTICES
   MAINTAINING BUFFERS WITH ADJACENT WETLANDS, MAINTAINING HYDROLOGY OF ADJACENT WETLAND

   b. STRUCTURAL CONTROL PRACTICES
   THE FOLLOWING STRUCTURAL CONTROL PRACTICES HAVE BEEN DESIGNED INTO THIS PROJECT:
   SLIT FENCE, CATCH BASIN FILTERS, LEVEL SPREADER, VEGETATED DRAINAGE SWALE

9. ESTIMATED CONSTRUCTION SCHEDULE:
   START DATE = TBD
   COMPLETION DATE = TBD
   STABILIZATION SCHEDULE
   CONSTRUCTION ACCESS ROAD = TBD
   CLEARING AND GRUBBING = TBD
   INSTALLATION OF TEMPORARY EROSION CONTROL MEASURES = TBD
   CONSTRUCTION OF SEDIMENT BASIN = TBD
   SITE CONSTRUCTION & INTERIM EROSION CONTROL MEASURES = TBD
   FINAL VEGETATION = TBD

10. THE CONTRACTOR RESPONSIBLE FOR THE BMP IMPLEMENTATION, INSPECTION, AND MAINTENANCE:
    CONTRACTOR TO BE DETERMINED AT A LATER DATE THROUGH A PUBLIC BID PROCESS.

11. CALCULATIONS:
    SUPPORTING CALCULATIONS FOR THE EROSION AND SEDIMENT CONTROL CAN BE FOUND WITHIN THE PROJECTS' ENVIRONMENTAL RESOURCE PERMITS APPLICATION.

12. CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. IN AN EFFORT TO ENSURE COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS REGARDING EROSION AND TURBIDITY CONTROLS:
    THE FOLLOWING PERMITS HAVE BEEN OBTAINED.

    PERMIT # TBD

    ACOE PERMIT # TBD

    ENVIRONMENTAL RESOURCE PERMIT # TBD

13. INVENTORY FOR POLLUTION PREVENTION PLAN:
    THE MATERIAL OR SUBSTANCES LISTED BELOW ARE EXPECTED TO BE PRESENT ONSITE DURING CONSTRUCTION:

    CONCRETE, WOOD, FERTILIZERS, ASPHALT, MASONRY BLOCKS, PETROLEUM BASED PRODUCTS, TAR, ROOFING MATERIALS, CLEANING SOLVENTS, DETERGENTS, METAL STUDS, PAINTS

RECORD REQUIREMENTS

THE CONTRACTOR SHALL, AT A MINIMUM, PERFORM AND DOCUMENT THE FOLLOWING RECORD KEEPING TASKS IN A REGULAR AND EXPEDIENT MANNER WHILE CONSTRUCTION ACTIVITIES ARE OCCURRING.

1. CONTRACTORS MUST RECORD THE FOLLOWING DATES:

   A) WHEN MAJOR GRADING ACTIVITIES OCCUR

   B) WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE

   C) WHEN STABILIZATION (I.E. EROSION CONTROL) MEASURES BEGIN

2. CONTRACTORS ARE TO PROVIDE QUALIFIED INSPECTORS WHO HAVE KNOWLEDGE AND EXPERIENCE IN THE PRINCIPLES AND PRACTICE OF SEDIMENT AND EROSION CONTROL AND CAN COMPLETE PROJECT SITE INSPECTIONS:

   A) AT LEAST ONCE EVERY SEVEN (7) DAYS

   B) WITHIN 24 HOURS AFTER THE END OF A STORM EVENT OF 0.50-INCHES OR MORE. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL.

   C) WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

3. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. THE REPORTS WILL BE KEPT ON SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER, ENGINEER OR ANY FEDERAL, STATE, AND LOCAL AGENCY APPROVING SEDIMENT AND EROSION PLANS, OR STORM WATER MANAGEMENT PLANS. COPIES OF THE INSPECTION REPORTS WILL BE SUBMITTED TO THE OWNER AND INCLUDE DOCUMENTATION OF REMEDIAL ACTION TO ADDRESS SYSTEM FAILURES. THE REPORTS SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED. THE REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.

4. THE CONTRACTOR WILL PROVIDE THE OWNER A COPY OF THE NPDES PERMIT AND THE SWPPP.

INSPECTION AND MAINTENANCE REQUIREMENTS

EROSION AND SEDIMENT CONTROL INSPECTION AND MAINTENANCE PRACTICES

THE FOLLOWING ARE INSPECTION AND MAINTENANCE PRACTICES THAT WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS:

1. ALL TURBIDITY CONTROL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT.
2. BUILT UP SEDIMENT WILL BE REMOVED FROM SILT FENCE WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.
3. SILT FENCE WILL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
4. CONSTRUCTION ENTRANCES WILL BE INSPECTED FOR DEPTH OF CRUSHED STONE BED AND FILTER FABRIC CONDITION.
5. THE SEDIMENT BASINS WILL BE INSPECTED FOR DEPTH OF SEDIMENT, AND BUILT UP SEDIMENT WILL BE REMOVED WHEN IT REACHES 10 PERCENT OF THE DESIGN CAPACITY OR AT THE END OF THE JOB.
6. DIVERSION DIKES/SWALES WILL BE INSPECTED AND ANY BREACHES PROMPTLY REPAIRED.
7. TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.

UPDATING REQUIREMENTS

1. THE STORMWATER POLLUTION PREVENTION PLANS (SWPPP) AND EROSION AND SEDIMENT CONTROL (E&SC) PLANS CONTAINED HEREIN PROVIDE ONLY THE INITIAL AND MINIMUM REQUIREMENTS, AND PROJECT SPECIFIC STRUCTURAL BMPS NECESSARY FOR THIS PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MODIFY AND UPDATE THESE PLANS ACCORDING TO THEIR OPERATIONS ON SITE. IN ADDITION, THE CONTRACTOR SHALL REVISE THESE DOCUMENTS:
   a) WITHIN SEVEN CALENDAR DAYS FOLLOWING AN INSPECTION WHEN ADDITIONS AND/OR MODIFICATIONS TO BMPS ARE NECESSARY TO CORRECT OBSERVED PROBLEMS.
   b) WHENEVER A CHANGE IN THE DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE AT THE CONSTRUCTION SITE HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO THE WATERS OF THE UNITED STATES NOT PREVIOUSLY ADDRESSED IN THE DOCUMENTS.
   c) WHENEVER DISCHARGES ARE CAUSING WATER QUALITY "EXCEEDANCES" (AN EPA TERM) OR THE BMPS ARE INEFFECTIVE (TO AN EXTENT PRACTICAL) IN MINIMIZING POLLUTANTS IN STORMWATER DISCHARGING FROM THE CONSTRUCTION SITE.

NO	REVISIONS	APP'D	DATE
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PROJECT NO: 21787
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD: D.METZ
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

WRIGHT-PIERCE
407.906.1776 | www.wright-pierce.com
601 S LAKE DESTINY ROAD, SUITE 290, MAITLAND, FL 32751

CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 1

STORMWATER POLLUTION PREVENTION NOTES I

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LAST SAVED BY: DANIEL.METZ 5/5/2025 10:56 AM

EROSION AND SEDIMENT CONTROL NOTES AND REQUIREMENTS

GENERAL REQUIREMENTS

1. THIS PLAN UTILIZES BEST MANAGEMENT PRACTICES TO CONTROL EROSION AND TURBIDITY CAUSED BY STORM WATER RUN OFF. AN EROSION CONTROL PLAN HAS BEEN PREPARED TO INSTRUCT THE CONTRACTOR ON PLACEMENT OF THESE CONTROLS. IT IS THE CONTRACTORS RESPONSIBILITY TO INSTALL AND MAINTAIN THE CONTROLS AS PER PLAN AS WELL AS ENSURING THE PLAN IS PROVIDING THE PROPER PROTECTION AS REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. REFER TO THESE EROSION AND SEDIMENT STABILIZATION PRACTICES FOR THE CONTROLS THAT MAY BE IMPLEMENTED.

2. THE CONTRACTOR SHALL AT A MINIMUM IMPLEMENT THE CONTRACTOR'S REQUIREMENTS OUTLINED HEREIN AND THOSE MEASURES SHOWN IN THE PLANS. IN ADDITION, THE CONTRACTOR SHALL UNDERTAKE ADDITIONAL MEASURES REQUIRED FOR COMPLIANCE WITH APPLICABLE PERMIT CONDITIONS AND STATE WATER QUALITY STANDARDS DEPENDING ON THE NATURE OF MATERIALS AND METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL APPLY FOR AND COMPLY WITH A FLORIDA NPDES STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL OBTAIN WATER MANAGEMENT DISTRICT APPROVAL FOR DEWATERING PER FAC 40C22.

3. THE CONTRACTOR WILL BE RESPONSIBLE FOR APPLYING FOR AND PAYING FOR THE PERMIT FEE FOR THE NOTICE OF INTENT (NOI) AND THE NOTICE OF TERMINATION (NOT) FORMS.

4. TIMING OF CONTROLS/MEASURES. AS INDICATED IN THE SEQUENCE OF MAJOR ACTIVITIES, THE SILT FENCES AND HAY BALES, STABILIZED CONSTRUCTION ENTRANCE AND SEDIMENT BASINS WILL BE CONSTRUCTED PRIOR TO CLEARING OR GRADING OF ANY OTHER PORTIONS OF THE SITE. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICAL IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. AFTER THE ENTIRE SITE IS STABILIZED, THE ACCUMULATED SEDIMENT SHALL BE REMOVED FROM THE SEDIMENT BASINS AND THE EARTH BERM/SWALES REGRADED/REMOVED AND STABILIZED IN ACCORDANCE WITH THE EROSION CONTROL PLAN.

5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT THE EROSION AND TURBIDITY CONTROLS AS SHOWN ON THE SEDIMENT AND EROSION CONTROL PLAN. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THESE CONTROLS ARE PROPERLY INSTALLED, MAINTAINED AND FUNCTIONING PROPERLY TO PREVENT TURBID OR POLLUTED WATER FROM LEAVING THE PROJECT SITE. THE CONTRACTOR WILL ADJUST THE EROSION CONTROL PLAN AND ADD ADDITIONAL CONTROL MEASURES, AS REQUIRED, TO ENSURE THE SITE MEETS ALL FEDERAL STATE AND LOCAL EROSION AND SEDIMENT CONTROL PLAN AND AS REQUIRED TO MEET THE SEDIMENT AND TURBIDITY REQUIREMENTS IMPOSED ON THE PROJECT SITE BY THE REGULATORY AGENCIES, AND ORANGE COUNTY CODE CHAPTER 21.

EROSION AND SEDIMENT CONTROL - STABILIZATION PRACTICES

1. LOCATION OF STAKED SILT FENCE. STAKED SILT FENCE SHALL BE PLACED ALONG THE BOUNDARY OF FILL SLOPES, ALONG THE LIMITS OF CONSTRUCTION, AND AROUND ALL PROPOSED INLETS AND STRUCTURES. SILT FENCE SHALL BE USED AROUND ALL EXCAVATED MATERIAL IN THEIR TEMPORARY LOCATIONS DURING CONSTRUCTION.

2. LOCATION OF FLOATING TURBIDITY BARRIERS. FLOATING TURBIDITY BARRIERS SHALL BE PLACED DOWNSTREAM OF THE CULVERT REPLACEMENTS.
3. OFF-SITE VEHICLE TRACKING. LOADED HAUL TRUCKS SHALL BE COVERED WITH TARPAULIN. EXCESS DIRT ON THE ROAD SHALL BE REMOVED DAILY. AREAS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE DAMPENED WITH WATER AS REQUIRED FOR DUST CONTROL.

4. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF EROSION AND SEDIMENT CONTROL DEVICES, AND REMOVAL OF EROSION AND SEDIMENT CONTROL DEVICES AFTER THE NOTICE OF TERMINATION. MAINTENANCE AND REPAIR REQUIRED FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION SHALL BE INCLUDED IN THE PROJECT COST.

5. DISTURBED, GRADED OR REGRADED AREAS SHALL BE STABILIZED IMMEDIATELY AFTER GRADING IS COMPLETE, OR WITHIN 7 DAYS IF SUCH AREAS ARE TO REMAIN IDLE FOR MORE THAN 7 DAYS.

6. STRAW BALE BARRIER: STRAW BALE BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:
   A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.
   B. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2.0 ACRES.
   C. WHERE EFFECTIVENESS IS REQUIRED FOR LESS THAN 3 MONTHS.
   D. EVERY EFFORT SHOULD BE MADE TO LIMIT THE USE OF STRAW BALE BARRIERS CONSTRUCTED IN LIVE STREAMS OR IN SWALES WHERE THERE IS THE POSSIBILITY OF A WASHOUT. IF NECESSARY, MEASURES SHALL BE TAKEN TO PROPERLY ANCHOR BALES TO INSURE AGAINST WASHOUT.

7. FILTER FABRIC BARRIER: FILTER FABRIC BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:
   a. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.
   b. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2.0 ACRES.

8. BRUSH BARRIER WITH FILTER FABRIC: BRUSH BARRIER MAY BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WHERE ENOUGH RESIDUE MATERIAL IS AVAILABLE ON SITE.

9. LEVEL SPREADER: A LEVEL SPREADER MAY BE USED WHERE SEDIMENT-FREE STORM RUNOFF IS INTERCEPTED AND DIVERTED AWAY FROM THE GRADED AREAS ONTO UNDISTURBED STABILIZED AREAS. THIS PRACTICE APPLIES ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE CONSTRUCTED ON UNDISTURBED SOIL AND THE AREA BELOW THE LEVEL SPREADER IS STABILIZED. THE WATER SHOULD NOT BE ALLOWED TO RECONCENTRATE AFTER RELEASE.

10. STOCKPILING MATERIAL: NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORM WATER COLLECTION FACILITY.

11. EXPOSED AREA LIMITATION: THE SURFACE AREA OF OPEN, ERODIBLE SOIL EXPOSED BY CLEARING GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL NOT EXCEED 2.0 ACRES. THIS REQUIREMENT MAY BE WAIVED FOR LARGE PROJECTS WITH AN EROSION CONTROL PLAN WHICH DEMONSTRATES THAT OPENING OF ADDITIONAL AREA WILL NOT SIGNIFICANTLY AFFECT OFF-SITE DEPOSIT OF SEDIMENTS.

12. TEMPORARY SEEDING: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE RE-EXCAVATED OR DRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN 21 DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS. SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WILL NOT LATER COMPLETE WITH THE PERMANENT GRASSING.

13. TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH 7 ABOVE SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 150 MM LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH OR HYDROMULCHED.

14. TEMPORARY GRASSING: THE SEEDED OR SEEDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED OR HYDROMULCHED OR OTHER SUITABLE METHODS IF REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER.

15. TEMPORARY REGRASSING: IF, AFTER 14 DAYS FROM SEEDING, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75 PERCENT GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEED APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATIVE COVER.

16. MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.

17. PERMANENT EROSION CONTROL: THE EROSION CONTROL FACILITIES OF THE PROJECT SHOULD BE DESIGNED TO MINIMIZE THE IMPACT ON THE OFFSITE FACILITIES.

18. PERMANENT SEEDING: ALL AREAS WHICH HAVE BEEN DISTURBED BY CONSTRUCTION WILL, AS A MINIMUM, BE SEEDED. THE SEEDING MIX MUST PROVIDE BOTH LONG-TERM VEGETATION AND RAPID GROWTH SEASONAL VEGETATION. SLOPES STEEPER THAN 6:1 SHALL BE SODDED.

19. WHERE SODDING IS CALLED FOR IN THE PLANS, SOD THAT IS PLACED ON SLOPES OF 3:1 OR GREATER SHALL BE PEGGED.

20. OFFSITE VEHICLE TRACKING: STABILIZED CONSTRUCTION ACCESS DRIVES SHALL BE CONSTRUCTED AT ALL POINTS ENTERING AND EXITING THE PROJECT SITE FROM PAVED ROADS. CONSTRUCTION ACCESS DRIVES SHALL HAVE A MINIMUM 6 INCH THICKNESS OF DURABLE ROCK OVER A FILTER FABRIC FREE OF TEARS AND FIRMLY SECURED. ACCESS DRIVES SHALL BE REMOVED AND RESTORED AT THE COMPLETION OF THE PROJECT.

EROSION AND SEDIMENT CONTROL - WASTE AND MATERIAL CONTROLS

1. WASTE MATERIALS: ALL WASTE MATERIALS EXCEPT LAND CLEARING DEBRIS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER. THE DUMPSTER WILL MEET ALL LOCAL AND STATE SOLID WASTE MANAGEMENT REGULATIONS. THE DUMPSTER WILL BE EMPTIED AS NEEDED AND THE TRASH WILL BE HAULED TO A STATE APPROVED LANDFILL ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE CONSTRUCTION SITE BY THE CONSTRUCTION SUPERINTENDENT, THE INDIVIDUAL WHO MANAGES THE DAY-TO-DAY SITE OPERATIONS WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED. LAND CLEARING DEBRIS CAN BE BURNED IN ACCORDANCE WITH STATE AND ORANGE COUNTY CODE CHAPTER 15.

2. HAZARDOUS WASTE: ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATION OR BY THE MANUFACTURER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE SITE SUPERINTENDENT, THE INDIVIDUAL WHO MANAGES DAY-TO-DAY SITE OPERATIONS, WILL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED. THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

3. SANITARY WASTE: ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NEEDED TO PREVENT POSSIBLE SPILLAGE. THE WASTE WILL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL WASTE DISPOSAL REGULATIONS FOR SANITARY SEWER OR SEPTIC SYSTEMS.

4. PAVED AREAS ADJACENT TO ALL CONSTRUCTION ACCESS POINTS SHALL BE SWEPT DAILY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARP.

5. SPILL PREVENTION: THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORMWATER RUNOFF.
   a. GOOD HOUSEKEEPING: THE FOLLOWING GOOD HOUSEKEEPING PRACTICES WILL BE FOLLOWED ONSITE DURING THE CONSTRUCTION PROJECT.
      i. AN EFFORT WILL BE MADE TO STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THE JOB.
      ii. ALL MATERIALS STORED ONSITE WILL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND, IF POSSIBLE, UNDER A ROOF OR OTHER ENCLOSURE.
      iii. PRODUCTS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABEL.
      iv. SUBSTANCES WILL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER.
      v. WHENEVER POSSIBLE, ALL OF A PRODUCT WILL BE USED UP BEFORE DISPOSING OF THE CONTAINER.
      vi. MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED.
      vii. THE SITE SUPERINTENDENT WILL INSPECT DAILY TO ENSURE MATERIALS ONSITE RECEIVE PROPER USE AND DISPOSAL.

   b. HAZARDOUS MATERIALS: THESE PRACTICES ARE USED TO REDUCE THE RISKS ASSOCIATED WITH HAZARDOUS MATERIALS.
      i. HAZARDOUS MATERIALS AND/OR TOXIC SUBSTANCES SHALL BE DISPOSED OF BY THE CONTRACTOR ACCORDING TO THE EPA'S STANDARD PRACTICES, THE MANUFACTURER'S RECOMMENDATION OR IN ACCORDANCE WITH STATE AND LOCAL REQURIEMENTS.
      ii. THE CONTRACTOR SHALL MAINTAIN COPIES OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE ON THE PROJECT. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AND INTENDED FOR EQUIPMENT USE ON THE PROJECT AS A HAZARDOUS MATERIAL, SUCH PRODUCTS DO NOT NEED A MSDS SUBMITTAL.
      iii. PRODUCTS WILL BE KEPT IN ORIGINAL CONTAINERS.
      iv. MATERIALS WILL BE STORED IN ACCORDANCE WITH ORANGE COUNTY CODE CHAPTER 32.
      v. ORIGINAL LABELS AND MATERIAL SAFETY DATA SHALL BE RETAINED AND AVAILABLE ON SITE.

   c. PRODUCT SPECIFIC PRACTICES: THE FOLLOWING PRODUCT SPECIFIC PRACTICES WILL BE FOLLOWED ONSITE:
      i. PETROLEUM AND LUBRICANT PRODUCTS. ALL ONSITE VEHICLES AND EQUIPMENT (I.E. - DEWATERING PUMPS) WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTATIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. FLUID PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. CONTAINMENT BERMS WILL WE CONSTRUCTED AROUND ALL FUEL STORAGE TANKS USED FOR CONSTRUCTION. ANY ASPHALT SUBSTANCES USED ONSITE WILL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
      ii. FERTILIZERS. FERTILIZERS USED WILL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER AND IN ACCORDANCE WITH ORANGE COUNTY CODE CHAPTER 15 ONCE APPLIED, FERTILIZER WILL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. STORAGE WILL BE IN A COVERED AREA. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER WILL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.
      iii. PAINTS. ALL CONTAINERS WILL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT WILL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURERS' INSTRUCTIONS OR STATE AND LOCAL REGULATIONS.
      iv. CONCRETE TRUCKS. CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER TO DITCHES, PONDS OR OTHER WATERWAYS. WASHWATER SHALL BE COLLECTED IN A TEMPORARY SETTLING POND.

EROSION AND SEDIMENT CONTROL - SPILL CONTROLS

1. SPILL CONTROL PRACTICES: IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THIS PLAN, THE FOLLOWING PRACTICES WILL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:
   A. MANUFACTURERS' RECOMMENDED METHODS FOR SPILL CLEANUP SHALL BE CLEARLY POSTED ON SITE AND SITE PERSONNEL WILL BE MADE AWARE OF THE METHODS AND POSTED LOCATION.

2. MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREA ONSITE. EQUIPMENT AND MATERIALS WILL INCLUDE, BUT NOT BE LIMITED TO BROOMS, DUST PANS, MOPS, RAGS, OIL BLANKETS, GLOVES, GOGGLES, LIQUID ABSORBENT (I.E. KITTY LITTER OR EQUAL), SAND SAWDUST, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE. ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY, BY THE CONTRACTOR.

3. THE SPILL AREA WILL BE KEPT WILL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE.

4. SPILL OF TOXIC OR HAZARDOUS MATERIAL WILL BE REPORTED IMMEDIATELY TO OWNER AND ENGINEER.

5. THE SPILL PREVENTION PLAN WILL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM REOCCURRING AND HOW TO CLEAN UP THE SPILL IF THERE IS ANOTHER ONE. A DESCRIPTION OF THE SPILL, WHAT CAUSED IT AND THE CLEANUP MEASURES WILL ALSO BE INCLUDED.

6. THE SITE SUPERINTENDENT RESPONSIBLE FOR THE DAY-TO-DAY SITE OPERATIONS SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR. HE/SHE SHALL DESIGNATE AT LEAST ONE OTHER SITE PERSONNEL, WHO WILL RECEIVE SPILL PREVENTION AND CLEANUP TRAINING. THESE INDIVIDUALS SHALL EACH BECOME RESPONSIBLE FOR A PARTICULAR PHASE OF PREVENTION AND CLEANUP, THE NAMES OF RESPONSIBLE SPILL PERSONNEL WILL BE POSED IN THE MATERIAL STORAGE AREA AND IF APPLICABLE, IN THE OFFICE TRAILER ONSITE.

NO	REVISIONS	APP'D	DATE
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PROJECT NO: 21787
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD:
CHECKED: D.METZ
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

WRIGHT-PIERCE
407.906.1776 | www.wright-pierce.com
601 S LAKE DESTINY ROAD, SUITE 290, MAITLAND, FL 32751

CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 1

STORMWATER POLLUTION PREVENTION NOTES II

DRAWING
C-9

J:\ENGR\OCOEE\21787-LAKEWOODAVEGRAVITYSEWERPHASE1_DRAWINGS\CIV\21787-CS-SWPPNOTES.II.DWG | 21787-CS-SWPPNotesII | 1:2.5849 | --- | 2/24/2026 5:31:29 PM | JAMES.PICKERING

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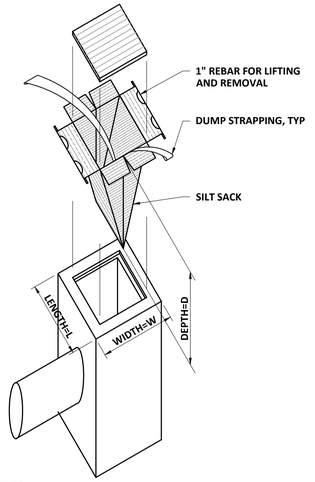
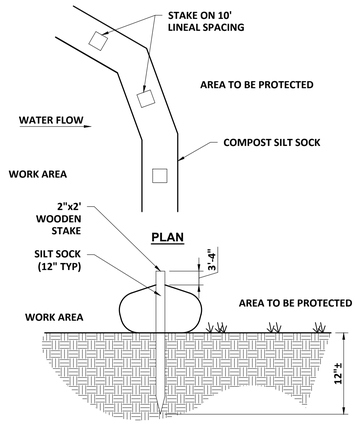


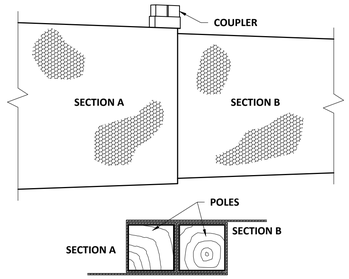
NOTE:
INSTALL SILT SACK PER MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. EMPTY OR REMOVE SEDIMENT FROM SILT SACK WHEN RESTRAINT CORD IS NO LONGER VISIBLE. CLEAN, RINSE, AND REPLACE AS NEEDED.

SILT SACK CATCH BASIN INLET
SCALE: NTS

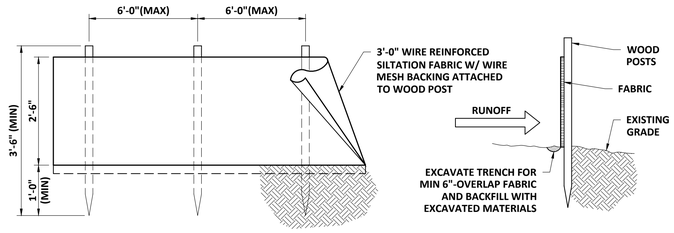


NOTES:
1. ALL MATERIAL TO MEET SPECIFICATIONS
2. SILT SOCK COMPOST/SOIL/ROCK/SEED FILL TO MEET APPLICATION REQUIREMENTS
3. SILT SOCK DEPICTED IS FOR MINIMUM SLOPES. GREATER SLOPES MAY REQUIRE LARGER SOCKS PER THE ENGINEER
4. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.

COMPOST SILT SOCK
SCALE: NTS



JOINING SILT FENCE SECTIONS
SCALE: "NTS"



SILT FENCE INSTALLATION DETAIL
SCALE: NTS

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PROJECT NO: 21787
DESIGNED: J.HOGAN
CAD COORD: D.METZ
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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 1

STORMWATER POLLUTION PREVENTION DETAILS

DRAWING
C-10

J:\ENGR\OCOEE\21787-LAKEWOODAVEGRAVITYSEWERPHASE1_DRAWINGS\CIV\21787-CS-SWPPDETAILS.DWG | 21787-CS-SWPPDetails | 1:2.5849 | --- | 2/24/2026 5:31:43 PM | JAMES.PICKERING

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SEPARATION TABLE

Sheet Number	Crossing Number	Stationing	Pipe Being Crossed	Pipe Material	Pipe Size (in)	Top of Pipe EL	Bottom of Pipe EL	Proposed Separation to GS (ft)	Proposed top EL of GS	Minimum Seperation (ft)
C-2	1	1+55.2	Storm Drain	CMP	18	123.41	121.91	6.16	115.75	1
C-2	2	1+66.79	Water Main (1)	DI	6	123.14	122.64	6.70	115.94	1.5
C-2	3	1+68.15	Storm Drain	CMP	24	123.55	121.55	5.78	115.77	1
C-2	4	2+13.94	UGFBO (1)	Cable	0.5	123.05	123.01	6.56	116.45	1
C-2	5	2+41.99	Force Main	DI	20	122.98	121.31	4.78	116.53	1
C-2	6	5+42.30	UGFBO (1)	Cable	0.5	122.70	122.66	3.50	119.16	1
C-2	7	5+98.40	UGFBO (1)	Cable	0.5	122.73	122.69	3.24	119.45	1
C-3	8	7+44.84	Storm Drain (1)	RCP	36	124.23	121.23	1.23	120.00	1
C-3	9	7+56.06	UGFBO (1)	Cable	0.5	122.80	121.23	1.13	120.10	1
C-3	10	10+43.54	Storm Drain (1)	CMP	15	124.47	123.22	2.32	120.90	1
C-3	11	11+82.51	Storm Drain (1)	RCP	18	124.97	123.47	1.52	121.95	1
C-3	12	11+88.17	UGFBO (1)	Cable	0.5	122.84	122.80	1.32	121.48	1
C-3	13	12+36.13	UGFBO (1)	Cable	0.5	123.05	123.01	1.26	121.75	1

STUB OUT SEPARATION TABLE

Sheet Number	Crossing Number	Stationing	Pipe Being Crossed	Pipe Material	Pipe Size (in)	Top of Pipe EL	Bottom of Pipe EL	Proposed Separation to GS (ft)	Proposed top EL of GS	Minimum Seperation (ft)
C-5	1	20+12.89	Storm Drain	RCP	18	123.00	121.50	4.77	116.73	1.0
C-5	2	20+12.89	Water Main (1)	PVC	6	120.00	119.50	2.77	116.73	1.5
C-5	3	20+21.39	Storm Drain	RCP	18	122.93	121.43	4.65	116.78	1.0
C-5	4	30+18.85	Force Main (1)	DI	20	123.05	121.38	2.84	118.54	1.0
C-5	5	30+19.62	UGFBO (1)	Cable	0.5	123.05	123.01	4.47	118.54	1.0
C-5	6	40+08.36	Gas (1)	PVC	2	123.64	123.47	3.98	119.49	1.0
C-5	7	40+14.29	Water Main (1)	PVC	6	124.41	123.91	4.38	119.53	1.5
C-5	8	40+14.29	Storm Drain	RCP	18	122.41	120.91	1.38	119.53	1.0
C-5	9	50+05.94	Gas (1)	PVC	2	123.80	123.63	3.56	120.07	1.0
C-5	10	50+16.70	Water Main (1)	PVC	6	123.05	122.55	2.47	120.08	1.5

NOTES:
1. ELEVATION IS APPROXIMATE AND NEEDS TO BE FIELD VERIFIED.

NO	REVISIONS	APP'D	DATE
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PROJECT NO: 21787
DESIGNED: J.HOGAN
CAD COORD: D.METZ
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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 1

SEPARATION TABLES

DRAWING
C-11

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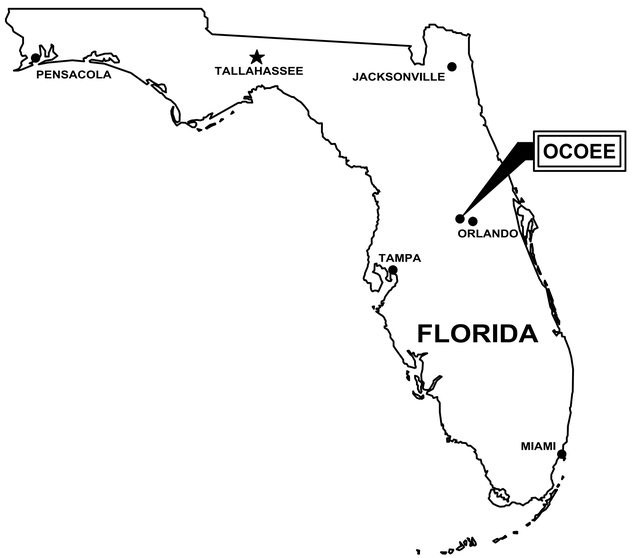
CITY OF OCOEE, FLORIDA

CONTRACT DRAWINGS FOR

LAKEWOOD AVENUE NORTH GRAVITY SEWER PHASE 2

MARCH 2026

AMENDED CONTRACT DOCUMENTS



DRAWING INDEX

GENERAL	
---	COVER SHEET
CIVIL	
C-001	GENERAL NOTES, LEGEND, ABBREVIATIONS AND KEY PLAN
C-100	PROPOSED WATER MAIN PLAN AND PROFILE STA 0+00 TO STA 1+50
C-101	PROPOSED WATER MAIN PLAN AND PROFILE STA 1+50 TO STA 7+00
C-102	PROPOSED WATER MAIN PLAN AND PROFILE STA 7+00 TO STA 13+00
C-103	PROPOSED WATER MAIN PLAN AND PROFILE STA 13+00 TO STA 19+00
C-104	PROPOSED WATER MAIN PLAN AND PROFILE STA 19+00 TO STA 25+00
C-105	PROPOSED WATER MAIN PLAN AND PROFILE STA 25+00 TO STA 29+50
C-201	PROPOSED GRAVITY SEWER PLAN AND PROFILE STA 14+25 TO STA 20+25
C-202	PROPOSED GRAVITY SEWER PLAN AND PROFILE STA 20+25 TO STA 26+25
C-203	PROPOSED GRAVITY SEWER PLAN AND PROFILE STA 26+25 TO STA 32+25
C-204	PROPOSED GRAVITY SEWER PLAN AND PROFILE STA 32+25 TO STA 33+75
C-211	STUB-OUT AND FORCE MAIN PLANS AND PROFILES I
C-212	STUB-OUT AND FORCE MAIN PLANS AND PROFILES II
C-221	LIFT STATION 46 DEMOLITION PLAN
C-301	DETAILS I
C-302	DETAILS II
C-303	DETAILS III
C-304	DETAILS IV
C-305	DETAILS V
C-401	STORMWATER POLLUTION PREVENTION NOTES I
C-402	STORMWATER POLLUTION PREVENTION NOTES II
C-403	STORMWATER POLLUTION PREVENTION DETAILS
C-501	SEPARATION TABLES

LOCATION PLAN
SCALE: 1"=15,000'

CITY OF OCOEE
1 N BLUFORD AVE, OCOEE, FL 34761
407-905-3100

MAYOR: RUSTY JOHNSON

DISTRICT 1 COMMISSIONER: SCOTT R. KENNEDY

DISTRICT 2 COMMISSIONER: ROSEMARY WILSEN

DISTRICT 3 COMMISSIONER: RICHARD FIRSTNER

DISTRICT 4 COMMISSIONER: GEORGE OLIVER III

CITY MANAGER: CRAIG SHADRIX

ASSISTANT CITY MANAGER: MICHAEL RUMER

CITY OF OCOEE UTILITIES DEPARTMENT
1800 A.D. MIMS ROAD, OCOEE, FL, 34761
407-905-3159
DIRECTOR: JENNIFER BOLLING, P.E.
ASSISTANT DIRECTOR: TRENT HOPPER

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WP PROJECT No. 21788

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GENERAL NOTES

1. THE OWNER WILL BE RESPONSIBLE FOR OBTAINING THE PERMITS LISTED IN THE GENERAL REQUIREMENTS (01001). IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BE FAMILIAR WITH THE APPLICABLE PROVISIONS OF EACH PERMIT AS THEY APPLY TO THE WORK PRIOR TO BIDDING AND ABIDE BY THOSE PROVISIONS DURING CONSTRUCTION . COPIES OF ALL OBTAINED PERMITS ARE AVAILABLE FOR REVIEW FROM THE OWNER. ALL OTHER PERMITS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
2. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRAFFIC FLOW AT ALL TIMES. CONTRACTOR SHALL INSTALL AND MAINTAIN TRAFFIC CONTROL SIGNS IN ACCORDANCE WITH THE MUTCD (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES) AND ALL STATE AND LOCAL REGULATIONS. THE CONTRACTOR IS REQUIRED TO SUBMIT A TRAFFIC CONTROL PLAN TO THE OWNER PRIOR TO COMMENCING CONSTRUCTION. THE POLICE DEPARTMENT AND FIRE DEPARTMENT ARE TO BE NOTIFIED AT LEAST 24-HOURS IN ADVANCE OF ANY STREET CLOSING OR DETOUR. REFER TO SPECIFICATION SECTION 01570.
3. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA).
4. CONTRACTOR SHALL COMPLY WITH THE COORDINATION REQUIREMENTS AND RELATED COSTS, IF ANY, AS SPECIFIED IN SPECIFICATION SECTION 01050.
5. STANDARD CONSTRUCTION HOURS:
   CONSTRUCTION ACTIVITIES SHALL BE PERMITTED BETWEEN 10:00 AM AND 8:00 PM, MONDAY THROUGH FRIDAY.

   MAINTENANCE OF TRAFFIC (MOT) SETUP:
   MOT SETUP MAY BEGIN NO EARLIER THAN 9:00 AM.

   SEASONAL ADJUSTMENT (JUNE 1ST – AUGUST 1ST):
   DURING THE PERIOD FROM JUNE 1ST THROUGH AUGUST 1ST, CONSTRUCTION ACTIVITIES MAY BEGIN AT 7:00 AM AND SHALL END NO LATER THAN 7:00 PM.
6. CONTRACTOR SHALL NOTE THAT, IN GENERAL, ALL EXISTING CONDITION INFORMATION ON THE DRAWINGS ARE SHOWN WITH A LIGHTER LINE WEIGHT AND WITH A SLANTED TYPE TEXT.
7. ALL EXISTING SEWER AND STORM DRAIN LINES ENCOUNTERED DURING CONSTRUCTION ARE TO REMAIN IN SERVICE. ANY EXISTING SEWERS, STORM DRAIN LINES OR CULVERTS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER, EXCEPT WHEN IN DIRECT CONFLICT WITH THE NEW SEWER OR WHEN NOT SHOWN OR INDICATED.
8. ALL STRUCTURES AND PIPELINES LOCATED ADJACENT TO TRENCH EXCAVATION SHALL BE PROTECTED AND FIRMLY SUPPORTED BY THE CONTRACTOR UNTIL THE TRENCH IS BACKFILLED. INJURY TO ANY SUCH STRUCTURES CAUSED BY OR RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE . ALL UTILITIES REQUIRING REPAIR, RELOCATION OR ADJUSTMENT AS A RESULT OF THE PROJECT SHALL BE COORDINATED THROUGH THE RESPECTIVE UTILITY.
9. ALL TEST PITS SHALL BE EXCAVATED PRIOR TO CONSTRUCTION LAYOUT AND RESULTS REPORTED TO THE ENGINEER FOR REVIEW FOR CONFORMANCE WITH THE PLANS. TESTS PITS ARE REQUIRED WHERE SHOWN ON THE DRAWINGS AND AS DIRECTED BY THE ENGINEER. TEST PITS WILL BE DUG AT LEAST 10 CALENDAR DAYS PRIOR TO CONNECTING PROPOSED SEWERS TO EXISTING SEWERS. THE RESULTS OF TEST PITS DUG TO DETERMINE EXISTING SEWER ELEVATIONS AND LOCATIONS WILL BE REPORTED TO THE ENGINEER AT LEAST 10 CALENDAR DAYS PRIOR TO ANY WORK. ADJUSTMENTS TO INVERTS. LENGTHS, AND SLOPES OF PROPOSED SEWER MAY BE REQUIRED AS DIRECTED BY THE ENGINEER. THE HORIZONTAL ALIGNMENT OF THE NEW SEWERS AND FORCE MAINS MAY BE ADJUSTED IN THE FIELD SUBJECT TO PRIOR APPROVAL OF THE ENGINEER.
10. INITIAL PAVING SHALL BE CONDUCTED WITHIN TWO WEEKS OF COMPLETION OF PLACEMENT OF FINAL BACKFILL UNLESS OTHERWISE AUTHORIZED BY ENGINEER. INITIAL PAVEMENT SHALL BE INSTALLED AND MAINTAINED BY CONTRACTOR FOR A MINIMUM PERIOD OF TWO MONTHS BEFORE FINAL PAVEMENT IS PLACED. FINAL PAVEMENT MAY BE PLACED OVER THE INITIAL PAVING PROVIDED INITIAL PAVING COURSE IS IN GOOD REPAIR. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND SHIMMING THE INITIAL PAVEMENT AS NECESSARY TO ACCEPT THE FINAL PAVING COURSE. IF CONDITIONS WARRANT, THE CONTRACTOR MAY BE REQUIRED TO REMOVE AND REPLACE INITIAL PAVING PRIOR TO FINAL PAVING.
11. ALL IMPROVEMENTS SHALL BE IN CONFORMANCE WITH THE CURRENT CITY OF OCOEE ENGINEERING STANDARDS MANUAL, MATERIALS LIST, AND DETAILS.
12. ANY DEVIATION FROM THE CITY OF OCOEE ENGINEERING STANDARDS MUST BE REQUESTED AND APPROVED IN WRITING PRIOR TO CONSTRUCTION.
13. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE AND FDEP STANDARDS SHALL BE FOLLOWED FOR ALL PUBLIC UTILITIES.
14. CONTRACTOR SHALL REFER TO THE CITY OF OCOEE ENGINEERING STANDARDS MANUAL, LAND DEVELOPMENT CODE, APPROVED MATERIALS LIST, AND CITY DETAILS. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE STANDARDS AND STANDARDS SET FORTH IN THESE NOTES SHALL BE FOLLOWED. WHEN CROSSING INTO ORANGE COUNTY ROW, REFER TO ORANGE COUNTY'S STANDARD ENGINEERING STANDARDS MANUAL.
15. AS-BUILTS NEED TO BE SUBMITTED TO THE CITY, SIGNED AND SEALED BY A FLORIDA REGISTERED SURVEYOR IN ACCORDANCE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARDS MANUAL IN THE FOLLOWING FORMATS:

    a. ONE PDF COPY

    b. ONE CAD COPY DRAWN IN STATE PLANE COORDINATES
15. ON SHEETS C-203 AND C-204, NATURAL ATTENUATION DEFAULT CONCENTRATION (NADC) REFERS TO THE AMOUNT OF CONCENTRATION SPREAD WITH ONLY NATURAL REMEDIATION. GROUNDWATER CLEANUP TARGET LEVEL (GCTL) REFERS TO THE CALCULATED AREA OF POSSIBLE GROUNDWATER DISCHARGE INTO SURFACE WATER. SEE ATTACHED REPORT IN APPENDIX A FOR MORE INFORMATION REGARDING THE CONTAMINATION PLUME.

EXISTING SITE CONDITIONS

1. THE LOCATIONS OF UNDERGROUND UTILITIES AND STRUCTURES, AS SHOWN ON THE DRAWINGS, ARE APPROXIMATE AND MAY NOT BE COMPLETE. NO GUARANTEE IS MADE THAT UTILITIES OR STRUCTURES WILL BE ENCOUNTERED WHERE SHOWN, OR THAT ALL UNDERGROUND UTILITIES AND STRUCTURES ARE SHOWN. ALL LOCATIONS AND SIZES OF EXISTING UTILITIES AND STRUCTURES SHALL BE VERIFIED IN THE FIELD WITH TEST PITS AS REQUIRED PRIOR TO BEGINNING CONSTRUCTION OF NEW FACILITIES OR PIPING THAT MAY BE AFFECTED. THE CONTRACTOR WILL REALIGN NEW PIPE LOCATIONS AS REQUIRED TO CONFORM TO EXISTING LINES AND AS APPROVED BY THE ENGINEER.
2. BELOW GRADE UTILITY INFORMATION IS BASED ON INFORMATION PROVIDED BY EACH UTILITY. LOCATION OF PUBLIC UTILITIES SHOWN IS ONLY APPROXIMATE AND MAY NOT BE COMPLETE. PRIVATE UNDERGROUND UTILITIES SUCH AS, BUT NOT LIMITED TO, SEWER LINES, WATER LINES AND BURIED ELECTRICAL SERVICE ENTRANCES ARE NOT SHOWN. THE CONTRACTOR SHALL ASCERTAIN THE LOCATION AND SIZE OF EXISTING UTILITIES IN THE FIELD WITH THE RESPECTIVE UTILITY COMPANY REPRESENTATIVE PRIOR TO COMMENCING WORK. REFER TO SPECIFICATION SECTION 01050. ADDITIONAL TEST PITS, BEYOND THOSE SHOWN, MAY BE REQUIRED. UTILITY CONTACTS ARE AS FOLLOWS:

WATER/SEWER:	ROADS AND DRAINAGE:	GAS:
CITY OF OCOEE UTILITIES	ORANGE COUNTY PUBLIC WORKS	LAKE APOPKA NATURAL GAS
1800 A.D. MIMS ROAD	4200 S JOHN YOUNG PARKWAY	1320 WINTER GARDEN
OCOEE, FL 34761	ORLANDO, FL 32839	VINELAND ROAD
(407) 905-3159	(407) 836-7900	WINTER GARDEN, FL 34787
		(407) 656-2734
DRAIN:	**ELECTRIC:**	**DIG SAFE**
CITY OF OCOEE PUBLIC WORKS	DUKE ENERGY	SUNSHINE 811
301 MAGUIRE ROAD	452 E CROWN POINT RD	
OCOEE, FL 34761	WINTER GARDEN, FL 34787	
(407) 905-3170	(800) 700-8744	

3. HAZARDOUS ENVIRONMENTAL CONDITIONS HAVE BEEN IDENTIFIED WITHIN THE AREA OF WORK. REFER TO SPECIFICATION SECTION 01001-SC-1.15. IF THE PRESENCE OF ADDITIONAL HAZARDOUS ENVIRONMENTAL CONDITIONS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER IMMEDIATELY. ALL ACTIVITIES, HANDLING AND DISPOSAL OF HAZARDOUS ENVIRONMENTAL CONDITIONS AND MATERIALS SHALL BE IN ACCORDANCE WITH OSHA, FEDERAL, STATE, AND LOCAL REGULATIONS.
4. THIS PROJECT REQUIRES A PRE-CONSTRUCTION VIDEO WITH A CITY REPRESENTATIVE PRESENT. PRIOR TO SCHEDULING THE VIDEO WITH THE CITY, THE ENTIRE PROJECT SHALL BE SURVEYED, STAKED AND/OR ASPHALT PINS WITH STATION NUMBERS, FUTURE PIPE ALIGNMENT, AND END OF LATERALS AT THE RIGHT-OF-WAY LINE. VIDEO SHALL SHOW ROAD CONDITIONS, RIGHT-OF-WAY CONDITIONS, DRIVEWAYS, AND THE FIRST 25' OF SIDE STREETS.

SITE DEMOLITION

1. REFER TO THE EXISTING SITE PLAN, FOR ADDITIONAL INFORMATION REGARDING EXISTING FACILITIES. REFER TO THE LAYOUT DRAWING FOR LIMITS OF WORK.
2. REFER TO SPECIFICATION SECTION 01010A, WHICH CONTAINS INFORMATION ON CONSTRAINTS OF CONSTRUCTION SEQUENCING.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND DISPOSING OF ALL DEMOLISHED PIPING, EQUIPMENT AND MATERIALS. DISPOSAL SHALL BE IN ACCORDANCE WITH ALL STATE AND LOCAL REGULATIONS.
4. THE CONTRACTOR SHALL KEEP A RECORD OF DEMOLITION AS PART OF THE PROJECT RECORD DOCUMENTS IN ACCORDANCE WITH SPECIFICATION SECTION 01720.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE APPROPRIATE DISPOSAL OF FLOWS RESULTING FROM PRECIPITATION AND GROUNDWATER DEWATERING OPERATIONS.

SITE CLEARING, GRUBBING AND GRADING

1. CONTRACTOR SHALL PROVIDE PROPER EROSION CONTROL AND DRAINAGE MEASURES IN ALL AREAS OF WORK, AND CONFINE SOIL SEDIMENT TO WITHIN THE LIMITS OF EXCAVATION AND GRADING. PRIOR TO BEGINNING EXCAVATION WORK, EROSION CONTROL FENCE SHALL BE INSTALLED AT THE DOWN GRADIENT PERIMETER OF THE ACTUAL LIMITS OF GRADING, AND AS SHOWN ON THE DRAWINGS. EROSION CONTROL MEASURES SHOWN ON THE DRAWINGS ARE A MINIMUM, CONTRACTOR SHALL TAKE ALL OTHER NECESSARY MEASURES. EROSION CONTROL FENCE SHALL ALSO BE INSTALLED AT THE DOWN GRADIENT PERIMETER OF THE SOIL STOCKPILES. ALL DISTURBED EARTH SURFACES SHALL BE STABILIZED IN THE SHORTEST PRACTICAL TIME AND TEMPORARY EROSION CONTROL DEVICES SHALL BE EMPLOYED UNTIL SUCH TIME AS ADEQUATE SOIL STABILIZATION HAS BEEN ACHIEVED. TEMPORARY STORAGE OF EXCAVATED MATERIAL SHALL BE STABILIZED IN A MANNER THAT WILL MINIMIZE EROSION. ALL INSTALLED EROSION CONTROL FACILITIES SHALL BE REMOVED AT THE END OF THE PROJECT. REFER TO SPECIFICATION SECTION 02270.
2. ALL STORM DRAINAGE INLETS SHALL BE PROTECTED BY HAY BALE FILTERS TO PREVENT ENTRY OF SEDIMENT FROM RUNOFF WATERS DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL COLLECTED SEDIMENT, AND THAT WHICH COLLECTS IN THE STORM DRAIN SYSTEM. REFER TO THE CIVIL DETAIL DRAWINGS.
3. THE GEOTECHNICAL DATA REPORT FOR THE PROJECT SITE IS INCLUDED IN APPENDIX A OF THE SPECIFICATIONS.
4. CONTRACTOR SHALL CONTROL DUST ON THE CONSTRUCTION SITE TO A REASONABLE LIMIT, AS DETERMINED BY THE ENGINEER, AND AS OUTLINED IN SPECIFICATION SECTION 01562.
5. CONTRACTOR SHALL NOT TRACK OR SPILL EARTH, DEBRIS OR OTHER CONSTRUCTION MATERIAL ON PUBLIC OR PRIVATE STREETS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE ASSOCIATED CLEAN UP.
6. ALL CATCH BASINS, MANHOLES, VALVE PITS, VALVE BOXES AND OTHER BURIED FACILITIES WITH SURFACE ACCESS SHALL BE ADJUSTED TO MATCH FINAL GRADES, UNLESS OTHERWISE INDICATED.
7. THE CONTRACTOR SHALL NOT HAVE ANY RIGHT OF PROPERTY IN ANY MATERIALS TAKEN FROM ANY EXCAVATION. SUITABLE EXCAVATED MATERIAL MAY BE INCORPORATED IN THE PROJECT, WITH EXCESS MATERIAL DISPOSED OF AT A LOCATION PROVIDED BY THE CONTRACTOR. THESE PROVISIONS SHALL IN NO WAY RELIEVE THE CONTRACTOR OF OBLIGATIONS TO PROPERLY DISPOSE OF AND REPLACE ANY MATERIAL DETERMINED BY THE ENGINEER TO BE UNSUITABLE FOR BACKFILLING. THE CONTRACTOR SHALL DISPOSE OF UNSUITABLE AND EXCESS MATERIAL IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE CONTRACT DOCUMENTS.
8. CONTRACTOR SHALL REMOVE AND REPLACE, OR REPAIR, ALL CURBS, SIDEWALKS, PAVEMENT AND OTHER ITEMS DAMAGED BY CONSTRUCTION ACTIVITIES TO AT LEAST THEIR ORIGINAL CONDITION, TO THE SATISFACTION OF THE OWNER AND ENGINEER.
9. WHERE EXISTING PAVEMENT IS REMOVED AND REPLACED, MATCH EXISTING GRADES TO THE EXTENT POSSIBLE. COORDINATE FINE GRADING WITH THE ENGINEER.
10. ALL ROAD AND DRIVE CROSS SLOPES SHALL MATCH EXISTING PITCH. REFER TO THE CIVIL DETAIL DRAWINGS.

CIVIL SITE LAYOUT

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THIS PROVIDED LAYOUT INFORMATION THROUGHOUT THE COURSE OF CONSTRUCTION. REPORT ANY LAYOUT DISCREPANCIES IMMEDIATELY TO THE ENGINEER.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-ESTABLISHING AND RESETTING ALL EXISTING PROPERTY MONUMENTATION DISTURBED BY CONSTRUCTION. THIS WORK SHALL BE DONE BY A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA, AT NO ADDITIONAL COST TO THE OWNER.
3. WRITTEN DIMENSIONS SHALL PREVAIL. DO NOT SCALE DISTANCES FROM THE DRAWINGS. REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER.
4. HORIZONTAL POSITIONS FOR ALL FEATURES SHOWN ON THE MAP ARE RELATIVE TO NORTH AMERICAN DATUM OF 1983 (NAVD83), WITH 2012 ADJUSTMENTS, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE. VERTICAL ELEVATIONS ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM (NAVD 88) AND IS RELATIVE TO THE ORANGE COUNTY BENCHMARK #S695015.
5. EXISTING CONDITIONS SITE PLAN DEVELOPED FROM SURVEY DRAWING PREPARED BY L&S DIVERSIFIED, LLC, DATED JUNE 11, 2024, AND EXISTING RECORD DRAWING INFORMATION.

SEWER, FORCEMAIN AND DRAIN PIPING NOTES

1. SEWER, FORCEMAIN AND DRAIN PIPING REQUIREMENTS ARE SHOWN ON THE PIPE SCHEDULE ON THE DRAWINGS, IN SPECIFICATION SECTION 15050 AND AS REFERENCED.
2. SEWER, FORCE MAIN AND DRAIN PIPE SCHEDULE (UNLESS OTHERWISE INDICATED):
   - *GRAVITY SEWER MAINS - PVC SDR-26 AS SPECIFIED IN SPECIFICATION SECTION 02622*
3. MANHOLES ARE 4-FEET IN DIAMETER UNLESS OTHERWISE NOTED. THE TOP OF MANHOLE FRAMES SHALL BE SET FLUSH WITH FINISH GRADE, UNLESS OTHERWISE NOTED ON DRAWINGS. SEWER MANHOLE INVERTS SHOWN ON THE DRAWINGS ARE TO THE INSIDE FACE OF THE MANHOLE.
4. CONTRACTOR SHALL RE-SHAPE INVERTS AS REQUIRED WHEN CONNECTING INTO EXISTING MANHOLES. ALL TERMINAL MANHOLES (APART FROM SMH-11) SHALL HAVE A FLAT CONCRETE FLOOR POURED WITH A 1% SLOPE TO THE OUT FLOWING PIPE INVERT.
5. REFER TO SPECIFICATION SECTION 02200 FOR PIPE AND STRUCTURE BEDDING AND BACKFILL REQUIREMENTS.
6. COMPACTION TESTS WILL BE PERFORMED IN ACCORDANCE WITH SPECIFICATION SECTION 02200. ANY SETTLEMENT OCCURRING WITHIN ONE-YEAR OF FINAL COMPLETION OF THE WORK SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST.
7. OPEN TRENCHES IN THE ROADWAY MUST BE BACKFILLED AT THE END OF THE WORKDAY.
8. ALL EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION ARE TO REMAIN IN SERVICE UNLESS OTHERWISE NOTED ON THE CIVIL EXISTING CONDITIONS AND DEMOLITION PLAN. ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL DEMOLITION MATERIALS IN ACCORDANCE WITH SPECIFICATION SECTION 02050.
10. WHENEVER SEWER AND WATER MAINS MUST CROSS, WATER LINES SHOULD BE INSTALLED ABOVE WASTEWATER OR SLUDGE LINES. A MINIMUM SEPARATION OF 18-INCHES BETWEEN THE BOTTOM OF THE WATER LINE AND THE TOP OF THE WASTEWATER OR SLUDGE LINE SHALL BE MAINTAINED. WHERE A WATER LINE CROSSES UNDER A WASTEWATER OR SLUDGE LINE, A FULL LENGTH OF PIPE SHALL BE CENTERED ABOVE THE WATER LINE SO THAT BOTH JOINTS WILL BE AS FAR FROM THE WATER LINE AS POSSIBLE.
11. CONTRACTOR SHALL COORDINATE WITH THE CITY OF OCOEE TO ARRANGE FOR THE BYPASS OF LS63 AND ALL LIFT STATIONS NORTH OF WURST ROAD.
12. THE CONTRACTOR SHALL USE SPRAYROQ AS A LINER FOR MANHOLES 11 AND 12.
13. ALL NON-ROADWAY AREAS OUTSIDE THE RIGHT-OF WAY THAT ARE EXCAVATED, FILLED, OR OTHERWISE DISTURBED BY THE CONTRACTOR SHALL BE LOAMED, GRADED, LIMED, FERTILIZED, SEEDED AND MULCHED, UNLESS OTHERWISE NOTED. THE TOP 4 INCHES OF SOIL SHALL BE LOAM. ALL NON-ROADWAY AREAS WITHIN THE RIGHT-OF-WAY THAT ARE EXCAVATED, FILLED OR OTHERWISE DISTURBED BY THE CONTRACTOR SHALL BE SODDED WITH TURF GRASS. REFER TO SPECIFICATION SECTION 02480, LANDSCAPING.
14. UNDER NO CIRCUMSTANCE SHOULD A CLEAN OUT BE INSTALLED IN THE SIDEWALK OR A DRAINAGE SWALE.

WATER MAIN GENERAL NOTES

1. WHERE NEW PIPING IS TO BE CONNECTED TO EXISTING PIPING, THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ADAPTERS, FITTINGS, RESTRAINTS, AND ADDITIONAL PIPE AS REQUIRED TO COMPLETE THE CONNECTION. CONTRACTOR SHALL VERIFY LOCATION, ELEVATION, ORIENTATION, AND MATERIAL OF CONSTRUCTION. TEST PITS SHALL BE USED AS REQUIRED. CONTRACTOR SHALL RESTRAIN EXISTING PIPING AT CONNECTIONS PER RESTRAINED JOINT TABLE.
2. ANY UNDERGROUND STRUCTURES, CABLES, AND PIPELINES LOCATED ADJACENT TO THE TRENCH EXCAVATIONS SHALL BE PROTECTED AND FIRMLY SUPPORTED BY THE CONTRACTOR UNTIL THE TRENCH IS BACKFILLED. DAMAGE TO ANY SUCH STRUCTURES, CABLES, AND PIPELINES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE OWNERS OF THE STRUCTURES, CABLES, AND PIPELINES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT OF THE WATER MAIN. LAYOUT SHALL BE REVIEWED AND ACCEPTED BY THE OWNER AND ENGINEER. THE NEW WATER MAIN MUST BE LOCATED WITHIN THE RIGHTS-OF-WAY SHOWN ON THE DRAWINGS.
4. MINIMUM DEPTH OF COVER SHALL BE 3'-0". THE NEW WATER MAIN SHALL GENERALLY FOLLOW THE GROUND CONTOUR, HOWEVER, ABRUPT CHANGES IN GRADE SHADE SHALL BE AVOIDED. AT LOCAL HIGH POINTS OR WHERE AIR RELEASE VALVES ARE SHOWN, THE CONTRACTOR SHALL SLOPE NEW MAIN AS NEEDED TO MAINTAIN HIGH POINT AT AIR RELEASE VALVE.
5. ALL VALVES, BENDS, TEES, REDUCERS, HYDRANTS, CAPS, AND PLUGS SHALL BE MECHANICALLY RESTRAINED.
6. TEST PRESSURES FOR THE COMBINATION PRESSURE AND LEAKAGE TESTS SHALL BE 150 PSI. TEST DURATION SHALL BE TWO HOURS.
7. CONNECTIONS TO EXISTING WATER MAIN SHALL BE COORDINATED WITH THE OWNER.
8. ALL EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION ARE TO REMAIN IN SERVICE UNLESS OTHERWISE NOTED. AT NO ADDITIONAL COST TO THE OWNER THE CONTRACTOR SHALL REPAIR OR COORDINATE WITH THE RESPECTIVE UTILITY ON DAMAGE TO EXISTING UTILITIES.
9. CONTINUOUS WATER SERVICE MUST BE MAINTAINED DURING CONSTRUCTION. ACCESS TO ROAD AND DRIVEWAYS SHALL ALSO BE MAINTAINED.
10. ALL VALVES SHALL OPEN COUNTER CLOCKWISE (LEFT).
11. ASBESTOS CEMENT WATER MAINS MAY BE PRESENT WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL CONFORM TO ALL APPLICABLE PROVISIONS OF OSHA AND ALL OTHER FEDERAL, STATE, AND LOCAL REGULATIONS WHEN CUTTING, HANDLING, REMOVING, AND DISPOSING OF ASBESTOS CEMENT PIPES.
12. ANY PIPING LOCATED WITHIN 10 FEET OF ANY TREES AND 5 FT OF ANY SHRUBS SHALL HAVE A ROOT BARRIER INSTALLED PER THE DETAILS SHOWN ON SHEET C-304.

RESTORATION NOTES:

1. RIGHT-OF-WAY (ROW) OWNERSHIP AND MAINTENANCE RESPONSIBILITIES VARY ALONG THE PROJECT CORRIDOR. THE CITY OF OCOEE MAINTAINS ROW OWNERSHIP FROM STATION 0+00 TO STATION 20+98. FROM STATION 20+98 TO THE END OF THE PROJECT, ROW OWNERSHIP AND MAINTENANCE ARE UNDER ORANGE COUNTY JURISDICTION. ON INTERSECTING SIDE STREETS, THE CITY OF OCOEE OWNS AND MAINTAINS MACK STREET, SECURITY CIRCLE, MOBILE LANE, LYMAN STREET, BURNT TREE COURT, LAUREL RIDGE AVENUE, AND CLINGER COVE ROAD. ORANGE COUNTY OWNS AND MAINTAINS 15TH AVENUE, 16TH AVENUE, 17TH AVENUE, AND WURST ROAD.
2. WORK WITHIN THE NORTHBOUND TRAVEL LANE SHALL BE LIMITED TO A MAXIMUM OF ONE (1) BLOCK AT A TIME. THE PIPE TRENCH FOR THE MAINLINE GRAVITY SEWER AND ASSOCIATED CONSTRUCTION SETBACKS SHALL REMAIN FULLY WITHIN THE LIMITS OF THE NORTHBOUND TRAVEL LANE; AT NO TIME SHALL CONSTRUCTION ACTIVITIES FOR THE MAINLINE GRAVITY SEWER ENCROACH INTO THE SOUTHBOUND TRAVEL LANE. GRAVITY SEWER LATERALS AND SERVICES ARE ALLOWED TO CROSS INTO THE SOUTHBOUND TRAVEL LANE. UPON INSTALLATION OF THE PROPOSED PIPE AND COMPLETION OF BACKFILLING AND COMPACTION, INITIAL PAVEMENT RESTORATION SHALL BE PLACED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. FOLLOWING COMPLETION OF ALL UTILITY WORK WITHIN THE LANE, THE ENTIRE NORTHBOUND TRAVEL LANE SHALL BE MILLED AND REPAVED IN ACCORDANCE WITH THE PUBLIC ROADWAY PAVEMENT REPAIR DETAIL SHOWN ON SHEET C-305.
3. WHERE PROPOSED UTILITIES CROSS PERPENDICULAR TO TRAFFIC SOUTH OF STATION 20+98, WITHIN THE CITY OF OCOEE RIGHT-OF-WAY, THE CONTRACTOR SHALL RESTORE THE SOUTHBOUND TRAVEL LANE BY MILLING AND REPLACING A MINIMUM OF 25 FEET ON EACH SIDE OF THE PIPE TRENCH. PAVEMENT RESTORATION SHALL CONFORM TO THE PUBLIC ROADWAY PAVEMENT REPAIR DETAIL SHOWN ON SHEET C-305.
4. WHERE PROPOSED UTILITIES CROSS PERPENDICULAR TO TRAFFIC NORTH OF STATION 20+98, WITHIN ORANGE COUNTY RIGHT-OF-WAY, THE CONTRACTOR SHALL RESTORE THE SOUTHBOUND TRAVEL LANE BY MILLING AND REPLACING A MINIMUM OF 50 FEET ON EACH SIDE OF THE PIPE TRENCH. PAVEMENT RESTORATION SHALL CONFORM TO THE APPLICABLE ORANGE COUNTY ROADWAY PAVEMENT REPAIR STANDARDS AND THE PUBLIC ROADWAY PAVEMENT REPAIR DETAIL SHOWN ON SHEET C-305.
5. FOR UTILITY WORK WITHIN SIDE STREETS UNDER THE CITY OF OCOEE RIGHT-OF-WAY, INCLUDING MACK STREET, SECURITY CIRCLE, MOBILE LANE, LYMAN STREET, BURNT TREE COURT, LAUREL RIDGE AVENUE, AND CLINGER COVE ROAD, THE ENTIRE WIDTH OF THE AFFECTED ROADWAY SHALL BE MILLED AND REPAVED. PAVEMENT RESTORATION SHALL EXTEND A MINIMUM OF 25 FEET BEYOND THE LIMITS OF THE UTILITY TRENCH. ALL PAVEMENT RESTORATION SHALL BE PERFORMED IN ACCORDANCE WITH THE PUBLIC ROADWAY PAVEMENT REPAIR DETAIL SHOWN ON SHEET C-305.
6. FOR UTILITY WORK WITHIN SIDE STREETS UNDER ORANGE COUNTY RIGHT-OF-WAY, INCLUDING 15TH AVENUE, 16TH AVENUE, 17TH AVENUE, AND WURST ROAD, THE ENTIRE WIDTH OF THE AFFECTED ROADWAY SHALL BE MILLED AND REPAVED FOLLOWING COMPLETION OF UTILITY INSTALLATION. PAVEMENT RESTORATION SHALL EXTEND A MINIMUM OF 50 FEET BEYOND THE LIMITS OF THE UTILITY TRENCH. ALL PAVEMENT RESTORATION SHALL BE PERFORMED IN ACCORDANCE WITH THE PUBLIC ROADWAY PAVEMENT REPAIR DETAIL SHOWN ON SHEET C-305.
7. WHERE PROPOSED UTILITIES PASS BENEATH EXISTING CONCRETE PAVEMENT, SIDEWALK, CURB, CURB AND GUTTER, DRIVEWAY, OR OTHER CONCRETE FEATURES, CONCRETE RESTORATION SHALL BE REQUIRED. LIMITS OF CONCRETE REMOVAL AND REPLACEMENT SHALL BE AS INDICATED BY THE CONCRETE RESTORATION HATCHING SHOWN ON THE DRAWINGS. ALL CONCRETE SHALL BE REMOVED AND REPLACED TO MATCH THE EXISTING THICKNESS, JOINTING PATTERN, FINISH, AND ALIGNMENT, UNLESS OTHERWISE NOTED.
8. ALL CONSTRUCTION ACTIVITIES WITHIN THE PHASE 1 RIGHT-OF-WAY LIMITS SHALL BE FULLY COMPLETED, INCLUDING UTILITY INSTALLATION, PAVEMENT RESTORATION, AND FINAL SURFACE RESTORATION, PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES WITHIN THE PHASE 2 RIGHT-OF-WAY.

SEQUENCE OF CONSTRUCTION:

A. WORK IN NO MORE THAN 1 BLOCK AT A TIME; WORK SHALL BE LIMITED TO 1 LANE AT A TIME USING APPROPRIATE, MEANS AND METHODS.
B. INSTALL PIPE & BACKFILL THROUGH LIME ROCK BASE LAYER.
C. RESTORE ROAD UP TO ONE COURSE OF PAVEMENT.
D. OVERLAY ENTIRE LANE UPON COMPLETION OF CONSTRUCTION.

CIVIL ABBREVIATIONS

&	AND
Ø, DIA	DIAMETER
#, NO	NUMBER
AC	ASBESTOS CEMENT
APP'D	APPROVED
ARV	AIR RELEASE VALVE
BR	BRICK
BLDG	BUILDING
CB	CATCH BASIN
CEN	CENTER
CFS	CUBIC FEET PER SECOND
CI	CAST IRON
CIPP	CURED-IN-PLACE-PIPE
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
COR	CORNER
CPE	CORRUGATED POLYETHYLENE PIPE
CY	CUBIC YARD
DEMO	DEMOLITION
DMH	DRAIN MANHOLE
DI	DUCTILE IRON
DR	DRAIN
DWG	DRAWING
EL	ELEVATION
EMH	ELECTRIC MANHOLE
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
FM	FORCE MAIN
FT	FEET
G	GAS
GV	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE
HORIZ	HORIZONTAL
HYD	HYDRANT
IN	INCH
INF	INFLUENT
INV	INVERT
LB	POUNDS
LF	LINEAR FOOT
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MW	MONITORING WELL
N	NORTH
NGVD	NATIONAL GEODETIC VERTICAL DATUM
N/A	NOT AVAILABLE/APPLICABLE
NTS	NOT TO SCALE
OD	OUTSIDE DIAMETER
OUT	OUTFALL
PC	PERFORATED CLAY
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PS	PRIMARY SLUDGE
PT	POINT OF TANGENCY
PV	PLUG VALVE
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RCW	RECLAIMED WATER
RD	ROOF DRAIN
RED	REDUCER
REQ'D	REQUIRED
S	SLOPE, SEWER
SD	STORM DRAIN
SF	SQUARE FEET
SMH	SANITARY SEWER MANHOLE
SQ	SQUARE
STA	STATION
T, XFMR	TRANSFORMER
TB

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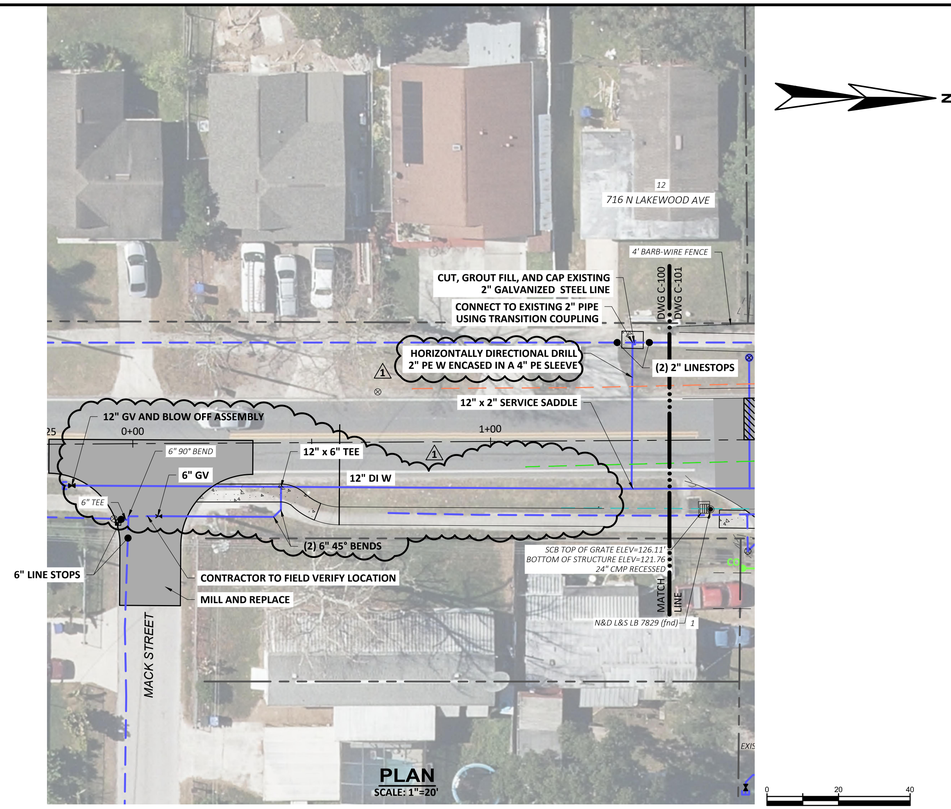

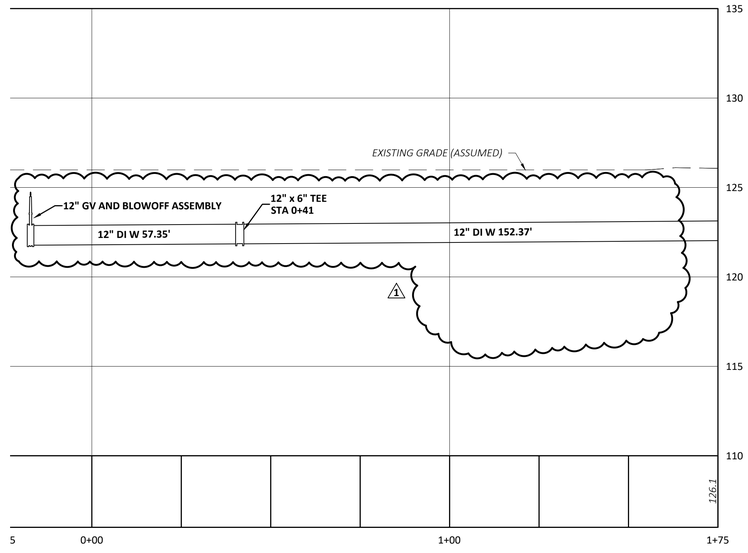

X CROSSING NUMBER: SEE 12" WATER MAIN SEPARATION TABLE ON SHEET C-501

PROPOSED WATER MAIN PROFILE

SCALES
VERT:1"=4'
HORIZ:1"=20'

NO	REVISIONS	APP'D	DATE
1	REVISIONS PER CITY COMMENT AFTER BID ISSUANCE	AS	02/26
2			
3			
4			
5			

PROJECT NO: 21788
DESIGNED: A.STEWART
CAD COORD: D.METZ
CAD: J.PICKERING
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

WRIGHT-PIERCE
407.906.1776 | www.wright-pierce.com
601 S LAKE DESTINY ROAD, SUITE 290, MAITLAND, FL 32751

CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

PROPOSED WATER MAIN
PLAN AND PROFILE STA 0+00 TO STA 1+50

DRAWING
C-100

J:\ENGF\LOCOEE\21788-LAKEWOODAVEGRAVITYSEWERPHASE2_DRAWINGS\CIV\21788-CS-WATERMAINPLANPROFILE0.DWG | 21788-CS-WMPlanProfile0 | 12.5849 | — | 2/26/2026 3:10:24 PM | JAMES.PICKERING

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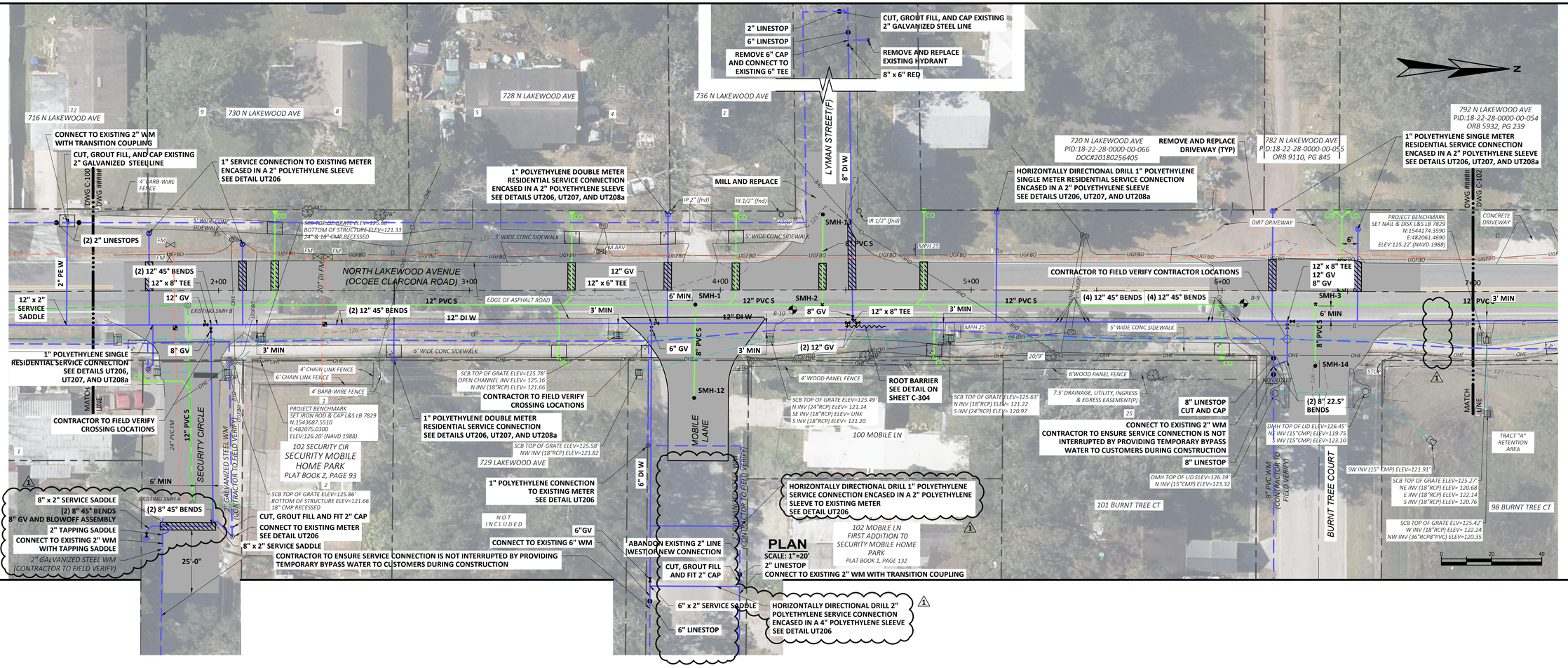

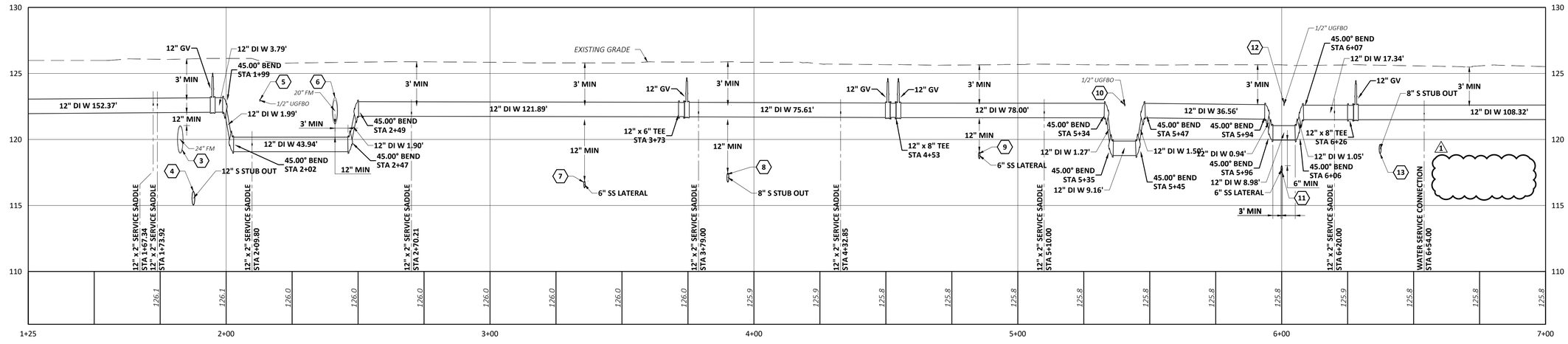

X CROSSING NUMBER: SEE 12" WATER MAIN SEPARATION TABLE ON SHEET C-501

PROPOSED WATER MAIN PROFILE

SCALES
VERT:1"=4'
HORIZ:1"=20'

NO	REVISIONS	APP'D	DATE
1	REVISIONS PER CITY COMMENTS AFTER BID ISSUANCE	AS	02/26

PROJECT NO: 21788
DESIGNED: C.STANLEY
CAD COORD: D.METZ
CAD: J.PICKERING
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

PROPOSED WATER MAIN
PLAN AND PROFILE STA 1+50 TO STA 7+00

DRAWING
C-101

I:\ENG\F\OCOEE\21788-LAKEWOODAVEGRAVITYSEWERPHASE2_DRAWINGS\CIV\21788-CS-WATERMAINPLANPROFILE1.DWG | 21788-CS-WMPlanProfile1 | 12.5849 | — | 2/26/2026 3:11:43 PM | JAMES.PICKERING

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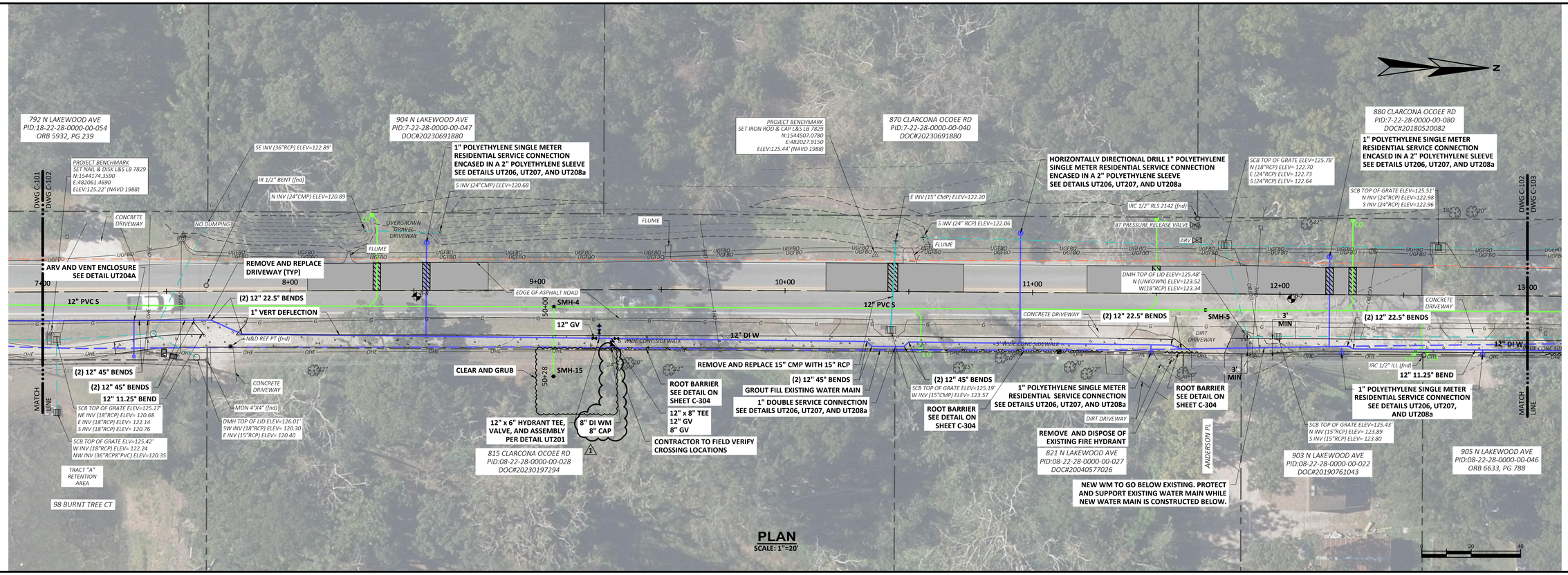

PLAN
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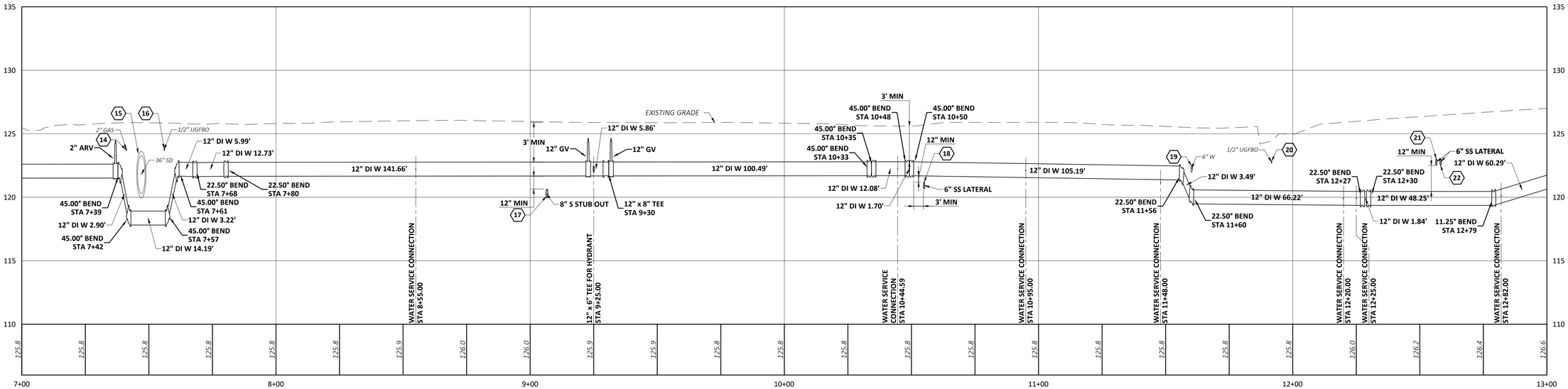

(X) CROSSING NUMBER: SEE 12" WATER MAIN SEPARATION TABLE ON SHEET C-501

PROPOSED WATER MAIN PROFILE

SCALES
VERT:1"=4'
HORIZ:1"=20'

NO	REVISIONS	APP'D	DATE
1	REVISIONS PER CITY COMMENTS AFTER BID ISSUANCE	AS	02/26

PROJECT NO: 21788
DESIGNED: C.STANLEY
CAD COORD: D.METZ
CAD: J.PICKERING
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

PROPOSED WATER MAIN
PLAN AND PROFILE STA 7+00 TO STA 13+00

DRAWING
C-102

J:\ENGI\OCOEE\21788-LAKEWOODAVEGRAVITYSEWERPHASE2_DRAWINGS\CIV\21788-CS-WATERMAINPLANPROFILEH.DWG | 21788-CS-WATERMAINPLANPROFILEH | 1:2.5849 | — | 2/26/2026 3:12:38 PM | JAMES.PICKERING

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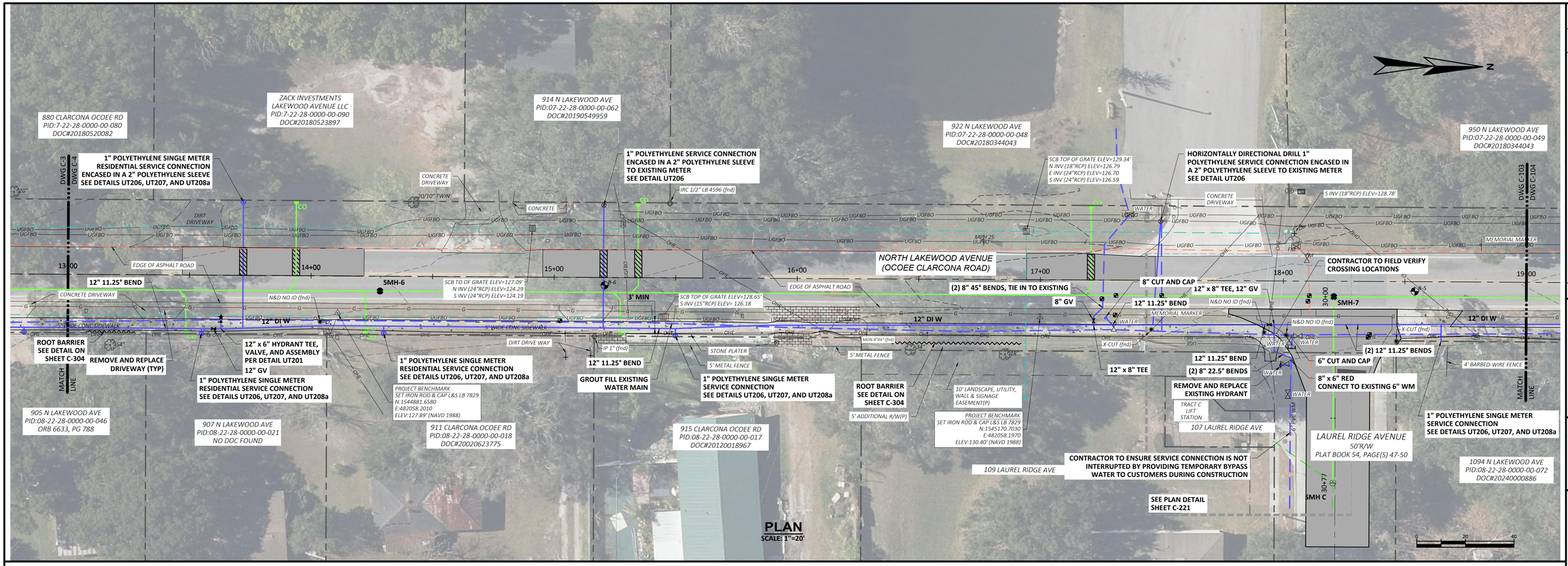
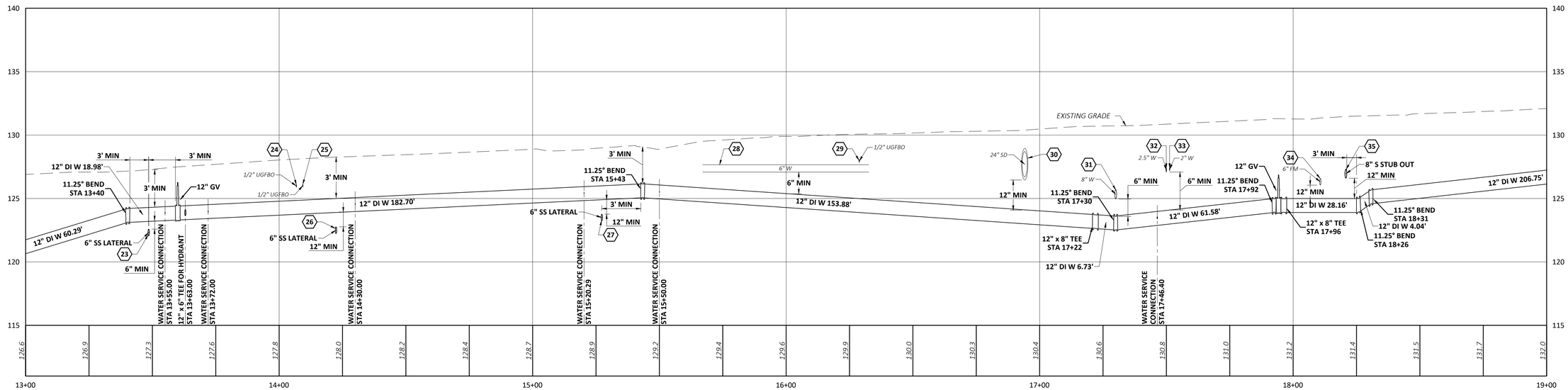


PLAN
SCALE: 1"=20'



X CROSSING NUMBER: SEE 12" WATER MAIN SEPARATION TABLE ON SHEET C-501

PROPOSED WATER MAIN PROFILE

SCALES
VERT:1"=4'
HORIZ:1"=20'

NO	REVISIONS	APP'D	DATE
1			
2			
3			
4			
5			
6			

PROJECT NO: 21788
DESIGNED: C.STANLEY
CAD COORD: D.METZ
CAD: J.PICKERING
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

PROPOSED WATER MAIN
PLAN AND PROFILE STA 13+00 TO STA 19+00

DRAWING
C-103

I:\ENGR\FL\OCOEE\21788-LAKEWOODAVEGRAVITYSEWERPHASE2_DRAWINGS\CIV\21788-CS-WATERMAINPLANPROFILEIII.DWG | 21788-CS-WNPlanProfileIII | 12.5848 | --- | 1/26/2026 3:14:17 PM | JAMES.PICKERING

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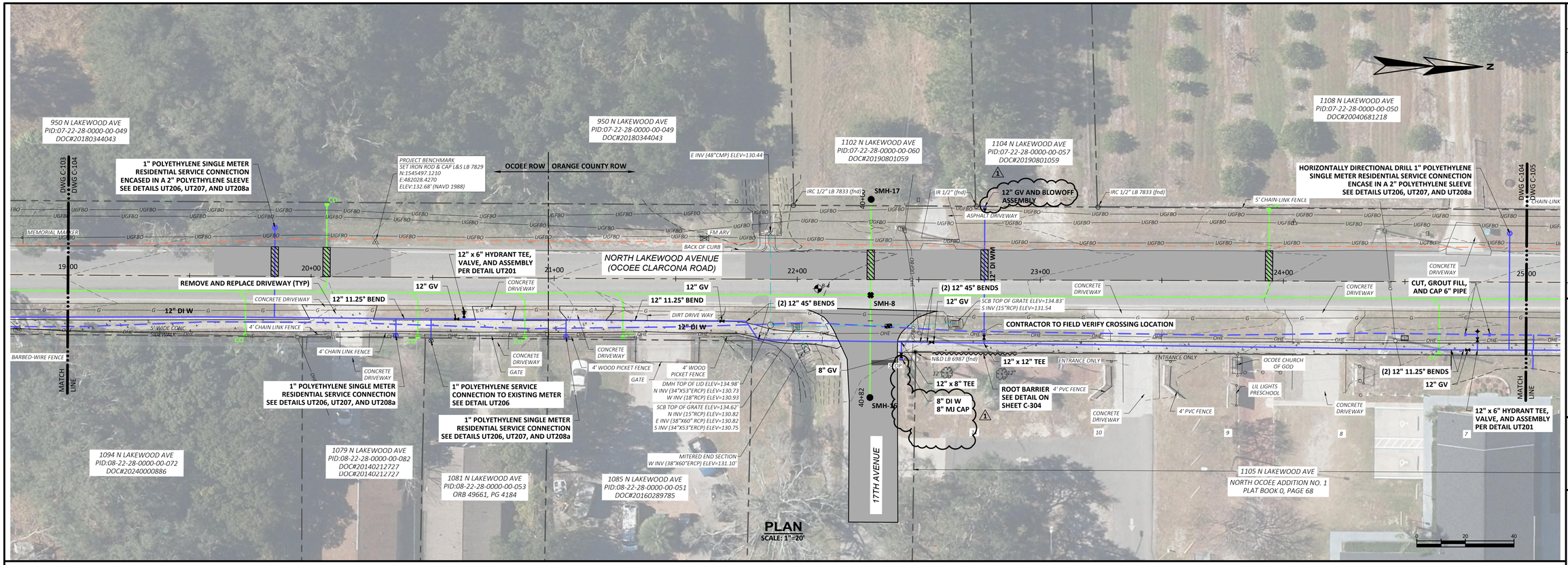
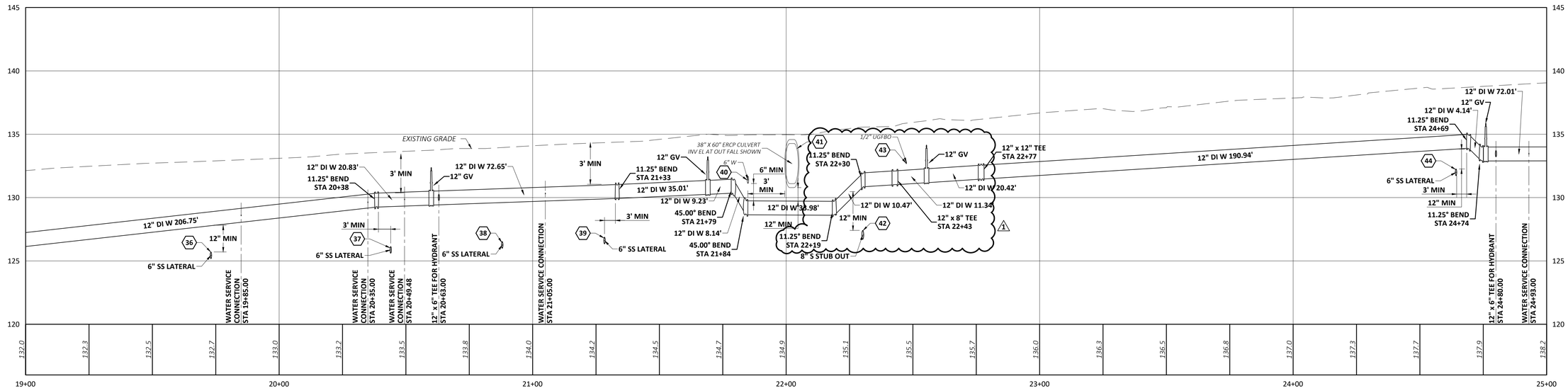


PLAN
SCALE: 1"=20'



(X) CROSSING NUMBER: SEE 12" WATER MAIN SEPARATION TABLE ON SHEET C-501

PROPOSED WATER MAIN PROFILE

SCALES
VERT:1"=4'
HORIZ:1"=20'

NO	REVISIONS	APP'D	DATE
1	REVISIONS PER CITY COMMENTS AFTER BID ISSUANCE	AS	02/26

PROJECT NO: 21788
DESIGNED: C.STANLEY
CAD COORD: D.METZ
CAD: J.PICKERING
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

PROPOSED WATER MAIN
PLAN AND PROFILE STA 19+00 TO STA 25+00

DRAWING
C-104

I:\ENGF\LOCOEE\21788-LAKEWOODAVEGRAVITYSEWERPHASE2_DRAWINGS\CIV\21788-CS-WATERMAINPLANPROFILEIV.DWG | 21788-CS-WMPlanProfileIV | 12.5849 | --- | 2/26/2026 3:15:10 PM | JAMES.PICKERING

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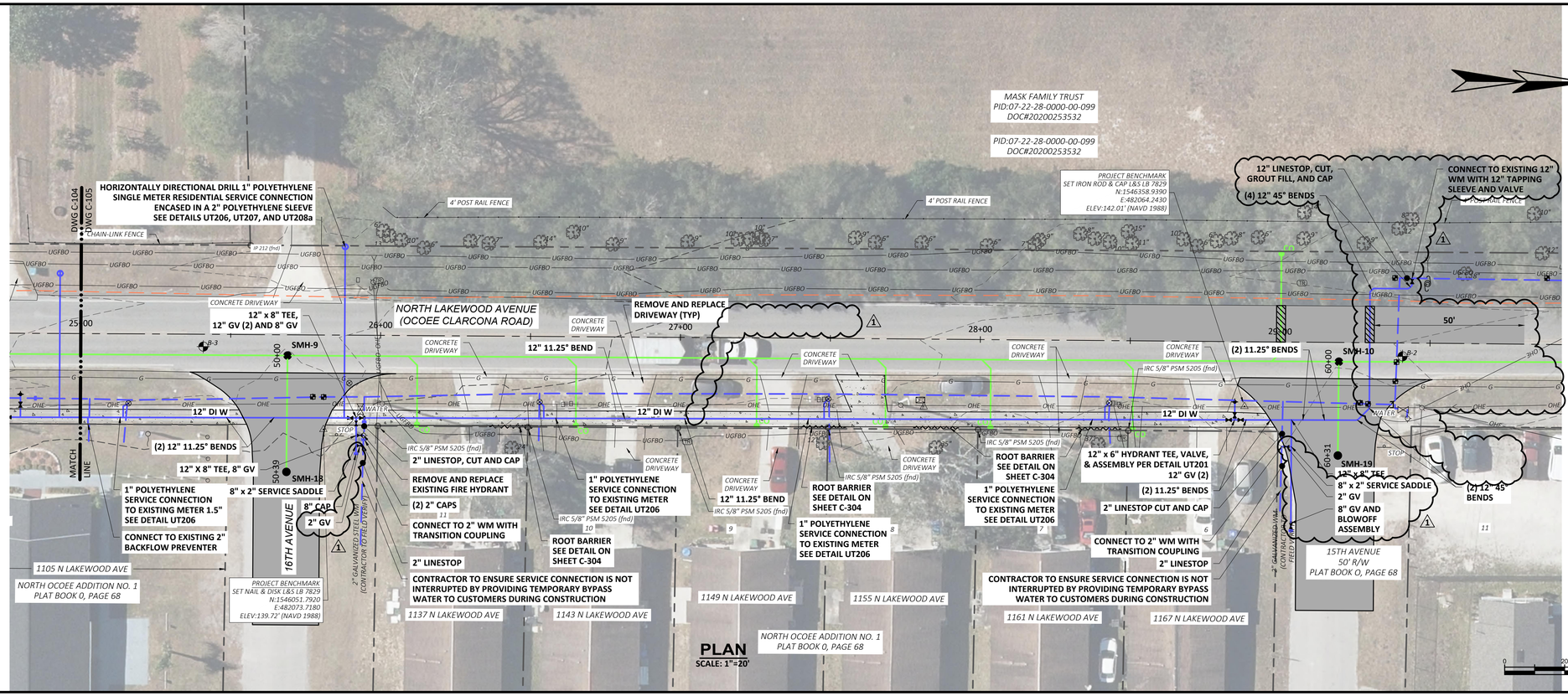

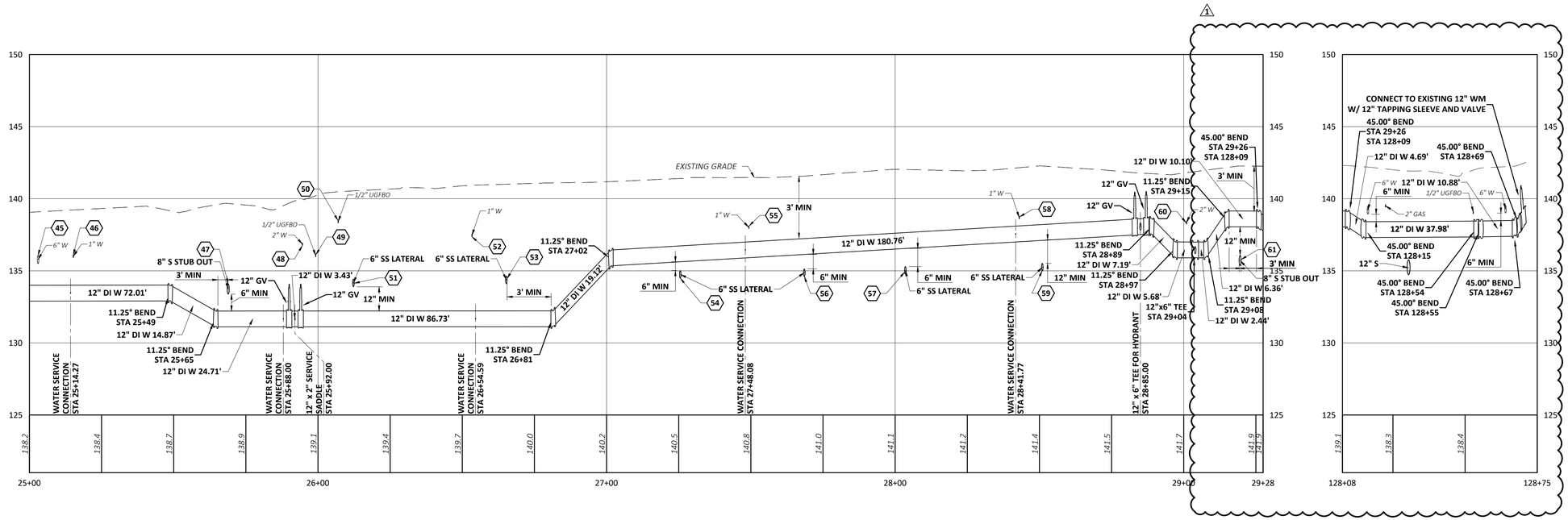

X CROSSING NUMBER: SEE 12" WATER MAIN SEPARATION TABLE ON SHEET C-501

PROPOSED WATER MAIN PROFILE

SCALES
VERT:1"=4'
HORIZ:1"=20'

NO	REVISIONS	APPD	DATE
1	REVISIONS PER CITY COMMENTS AFTER BID ISSUANCE	AS	02/26

PROJECT NO: 21788
DESIGNED: C.STANLEY
CAD COORD: D.METZ
CAD: J.PICKERING
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

PROPOSED WATER MAIN
PLAN AND PROFILE STA 25+00 TO STA 29+50

DRAWING
C-105

J:\ENGFL\OCOEE\21788-LAKEWOODAVEGRAVITYSEWERPHASE2_DRAWINGS\CIV\21788-CS-WATERMAINPLANPROFILEV.DWG | 21788-CS-WMPlanProfileV | 1:2.5849 | — | 2/26/2026 3:16:03 PM | JAMES.PICKERING

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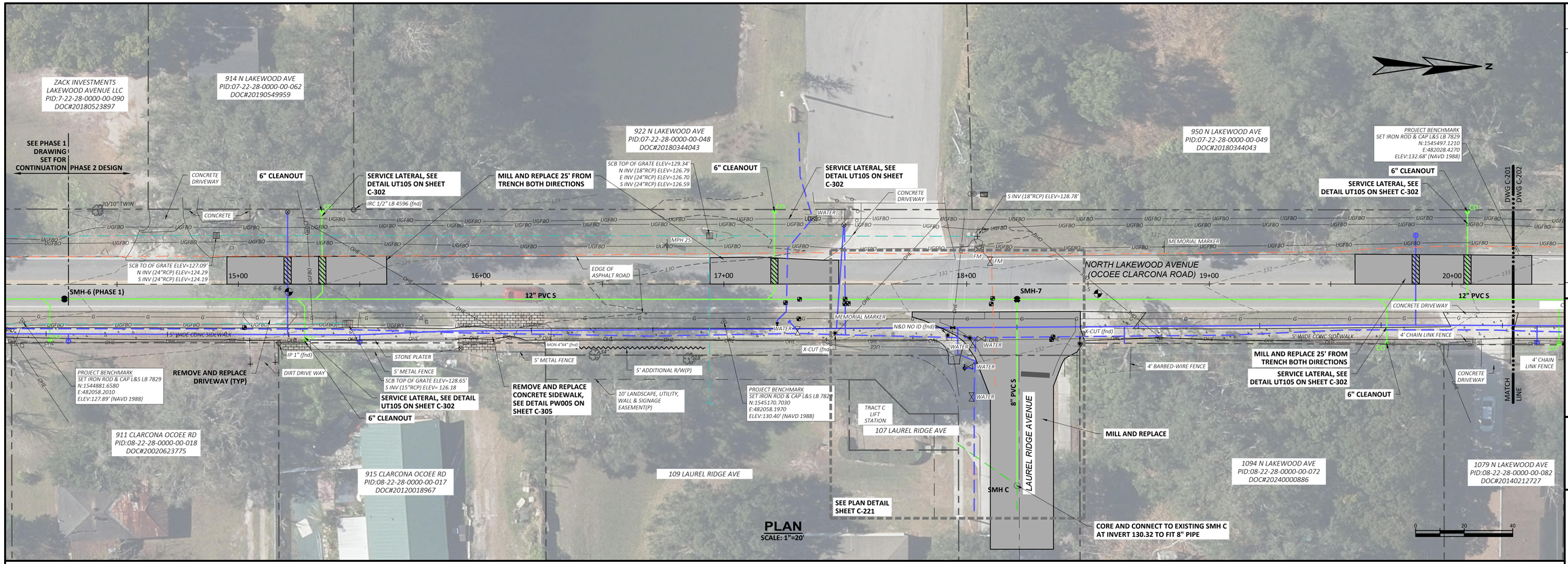

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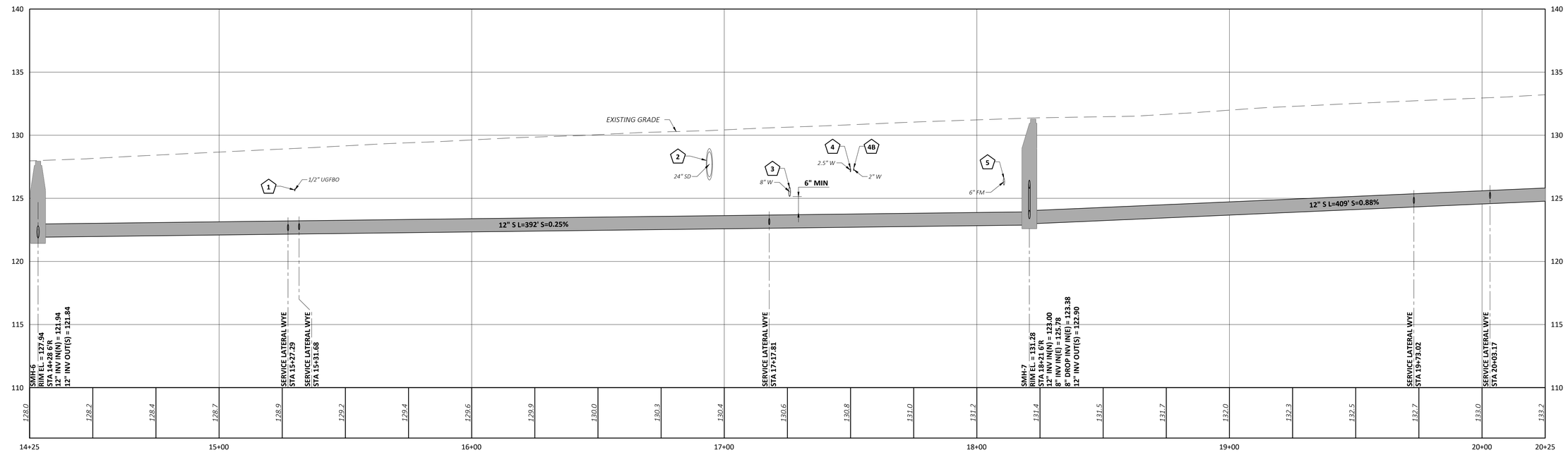

X CROSSING NUMBER: SEE SEPARATION TABLE ON SHEET C-501

PROFILE
SCALES
VERT:1"=4'
HORIZ:1"=20'

NO	REVISIONS	APP'D	DATE
1			
2			
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PROJECT NO: 21788
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD: D.METZ
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

PROPOSED GRAVITY SEWER
PLAN AND PROFILE STA 14+25 TO STA 20+25

DRAWING
C-201

I:\ENG\F\L\OCOEE\21788-LAKEWOODAVEGRAVITYSEWERPHASE2_DRAWINGS\CIV\21788-CS-PLANPROFILE1.DWG | 21788-CS-PlanProfile1 | L2-5849 | — | 1/26/2026 3:17:15 PM | JAMES.PICKERING

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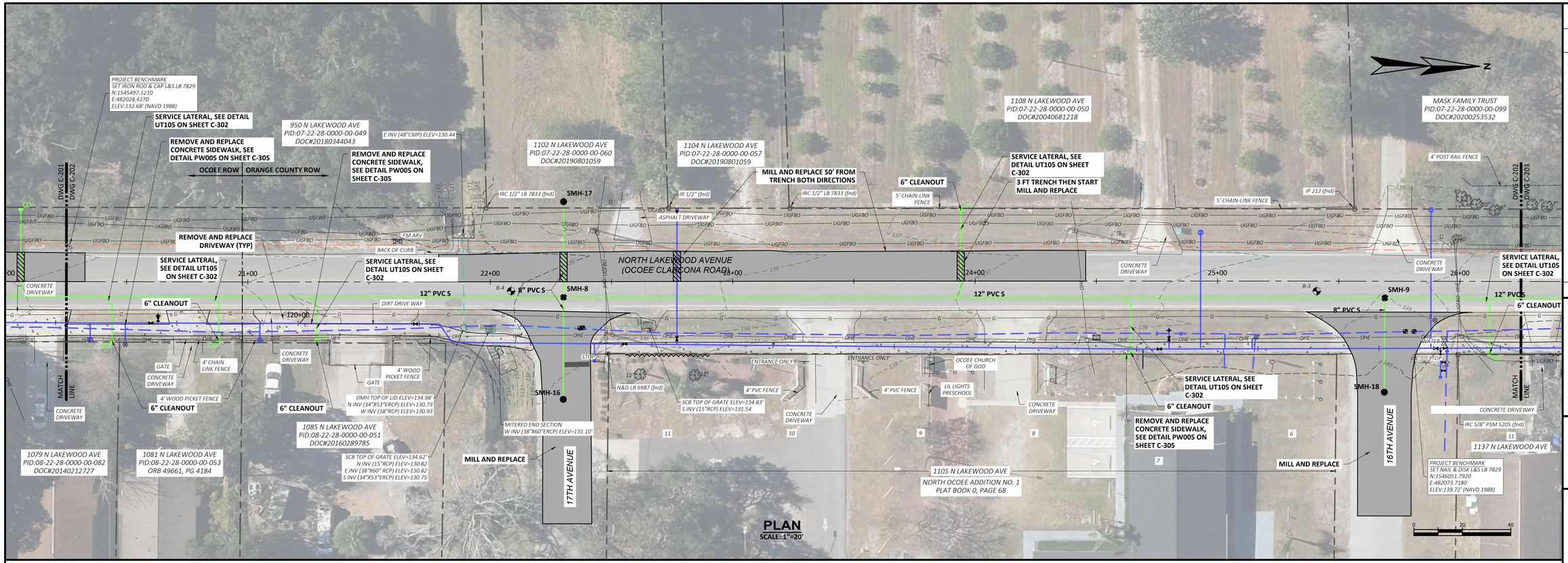

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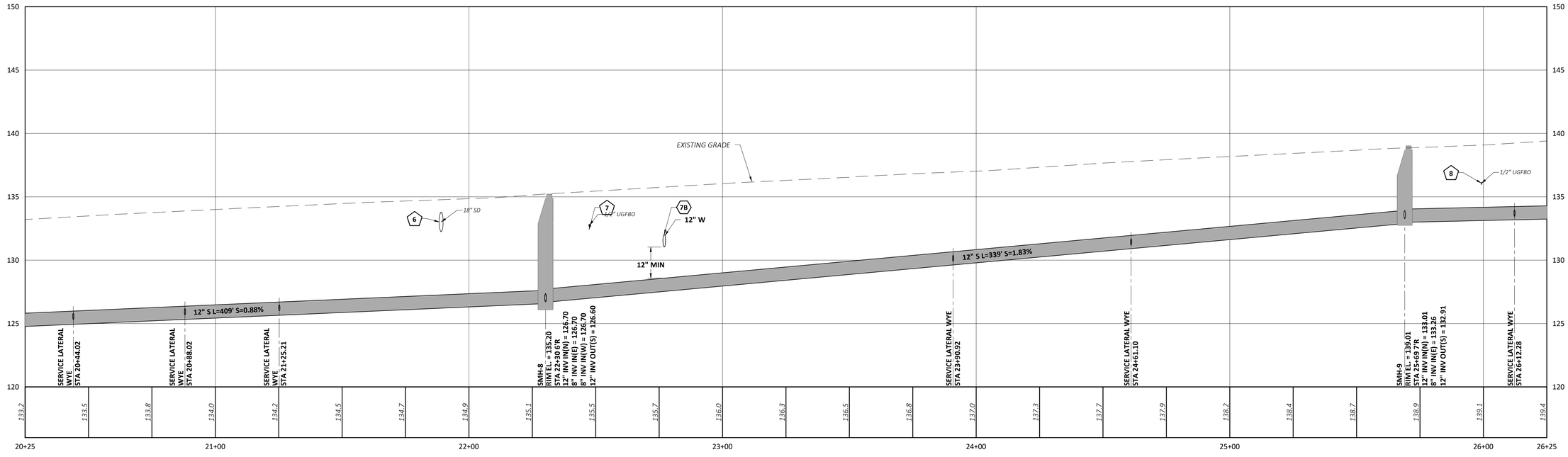

X CROSSING NUMBER: SEE SEPARATION TABLE ON SHEET C-501

PROFILE
SCALES
VERT:1"=4'
HORIZ:1"=20'

NO	DATE	APP'D	REVISIONS
1			
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PROJECT NO: 21788
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD:
CHECKED: D.METZ
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

PROPOSED GRAVITY SEWER
PLAN AND PROFILE STA 20+25 TO STA 26+25

DRAWING
C-202

I:\ENG\F\L\OCOEE\21788-LAKEWOODAVEGRAVITYSEWERPHASE2_DRAWINGS\CIV\21788-CS-PLANPROFILE1.DWG | 21788-CS-PlanProfile1 | 12.5849 | --- | 2/26/2026 3:18:04 PM | JAMES.PICKERING

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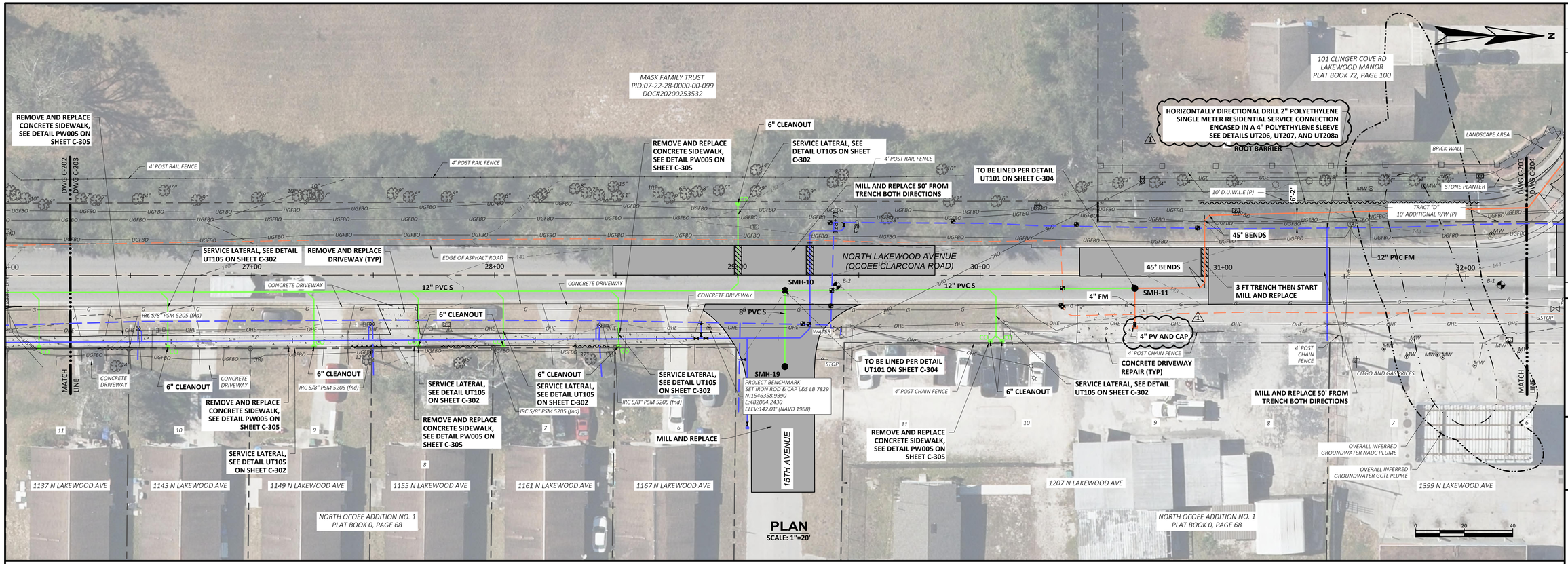

PLAN
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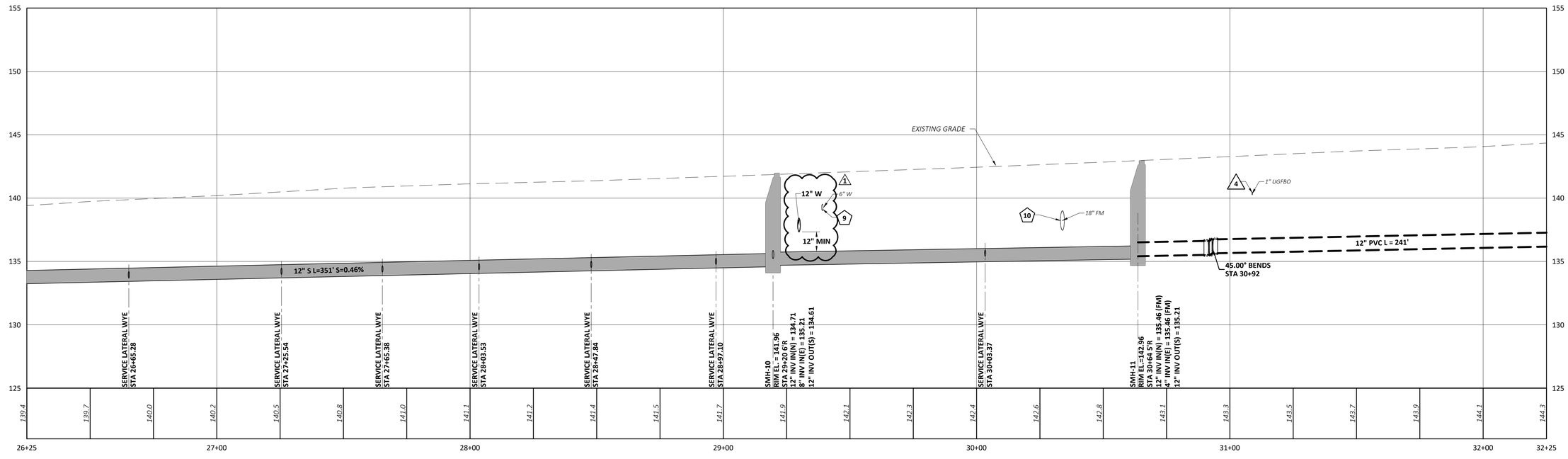

X CROSSING NUMBER: SEE SEPARATION TABLE ON SHEET C-501

X CROSSING NUMBER: SEE 12" FORCE MAIN SEPARATION TABLE ON SHEET C-501

PROFILE
SCALES
VERT:1"=4'
HORIZ:1"=20'

NO	REVISIONS	DATE	APPD
1	REVISIONS PER CITY COMMENTS AFTER BID ISSUANCE	02/26	AS
2			
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4			
5			

PROJECT NO: 21788
DESIGNED: J.MOGAN
CAD COORD: D.METZ
CAD:
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

PROPOSED GRAVITY SEWER
PLAN AND PROFILE STA 26+25 TO STA 32+25

DRAWING
C-203

I:\ENG\F\L\OCOEE\21788-LAKEWOODAVEGRAVITYSEWERPHASE2_DRAWINGS\CIV\21788-CS-PLANPROFILEIII.DWG | 21788-CS-PlanProfileIII | 12.5849 | — | 2/26/2026 3:18:59 PM | JAMES.PICKERING

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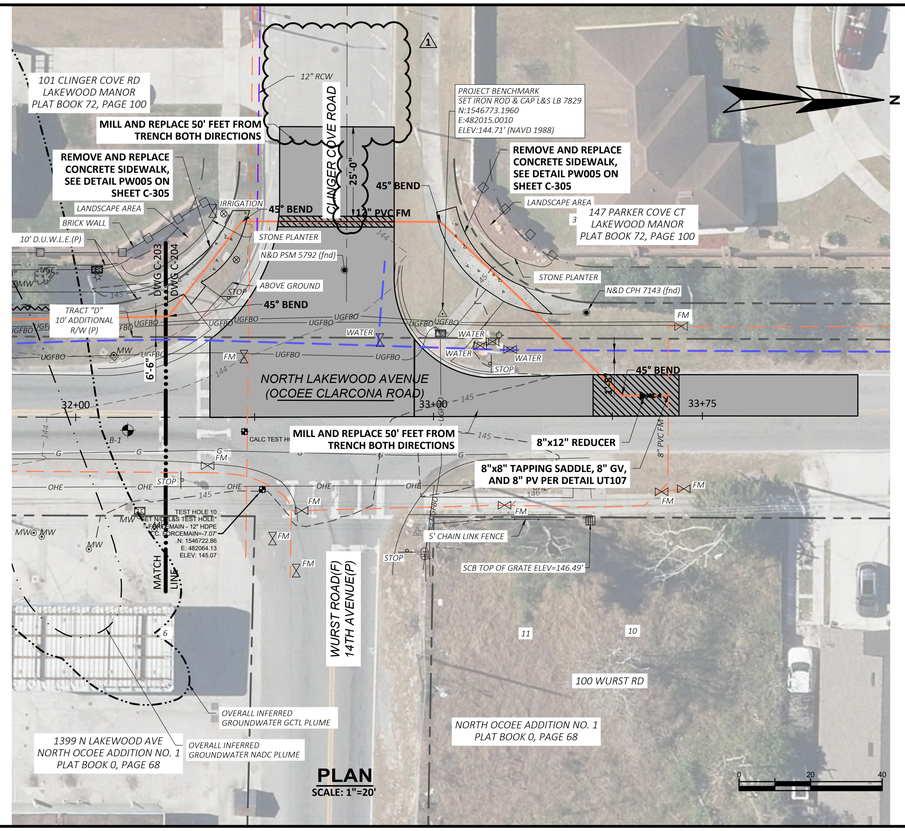

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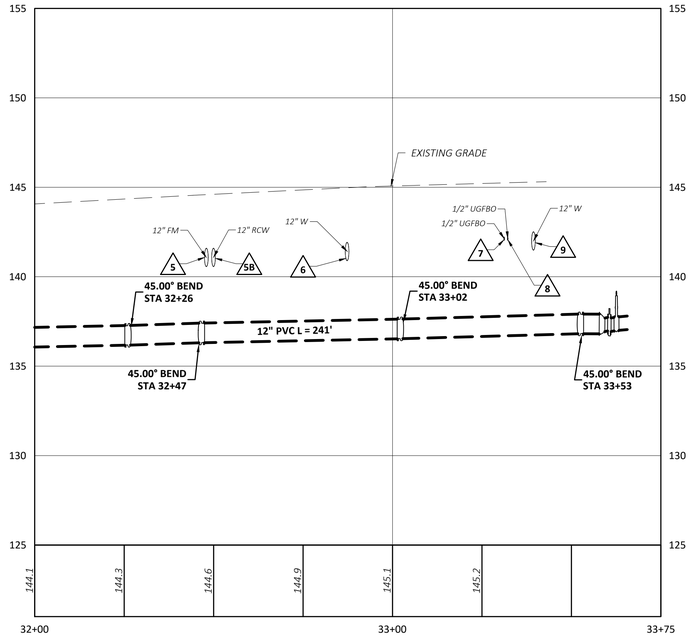

PROFILE
SCALES
VERT:1"=4'
HORIZ:1"=20'

X CROSSING NUMBER: SEE 12" FORCE MAIN SEPARATION TABLE ON SHEET C-501

NO	REVISIONS	APPD	DATE
1	REVISIONS PER CITY COMMENTS AFTER BID ISSUANCE	AS	02/26
2			
3			
4			
5			

PROJECT NO: 21788
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD: D.METZ
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

PROPOSED GRAVITY SEWER
PLAN AND PROFILE STA 32+25 TO STA 33+75

DRAWING
C-204

I:\ENG\F\L\OCOEE\21788-LAKEWOODAVEGRAVITYSEWERPHASE2_DRAWINGS\CIV\21788-CS-PLANPROFILEIV.DWG | 21788-CS-PlanProfileIV | 11.25849 | — | 2/26/2026 3:19:42 PM | JAMES.PICKERING

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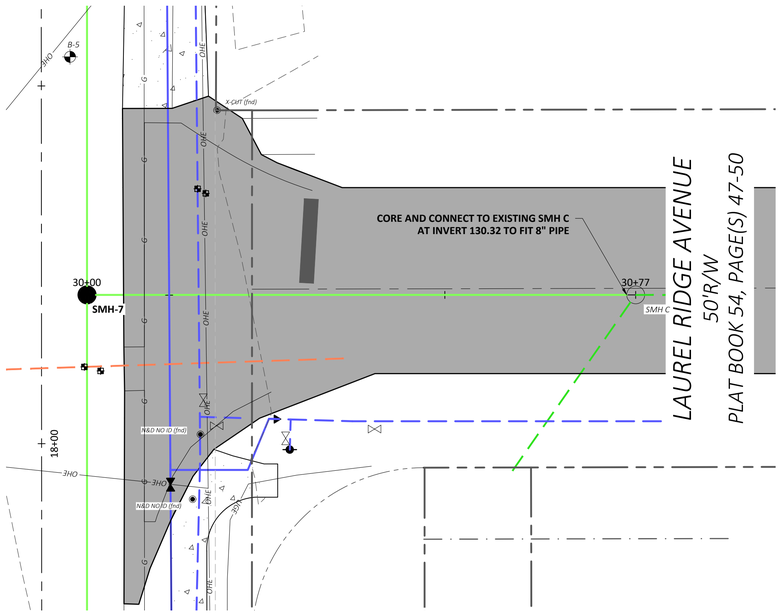

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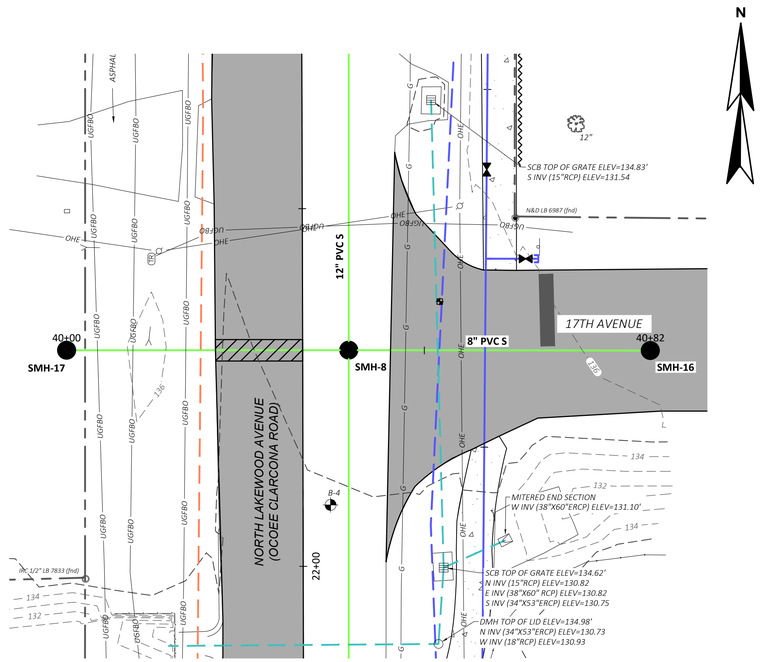

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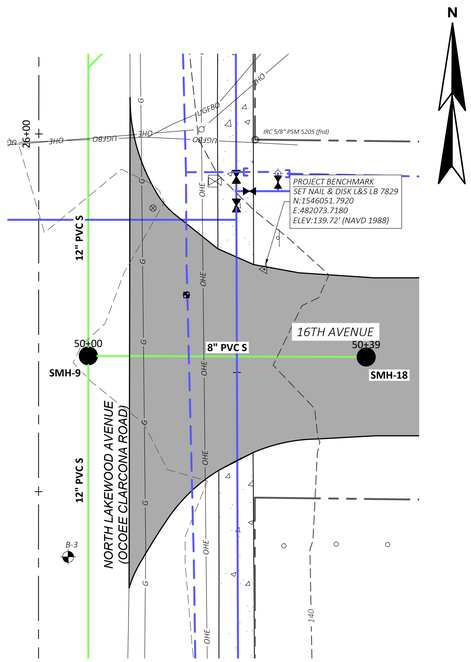

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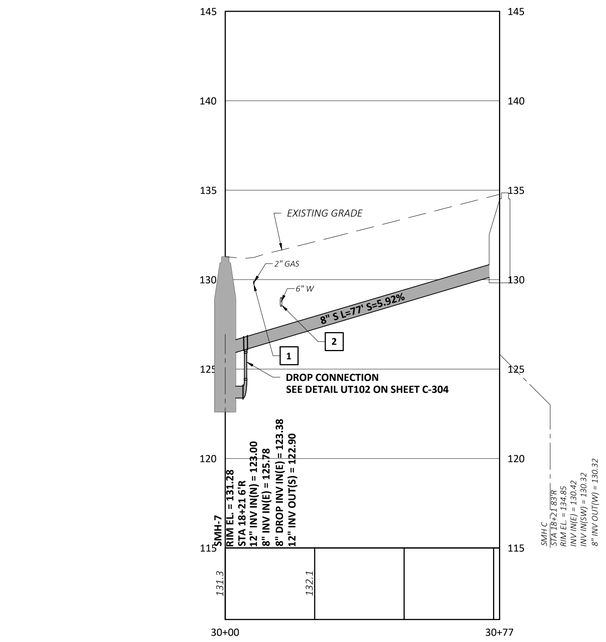
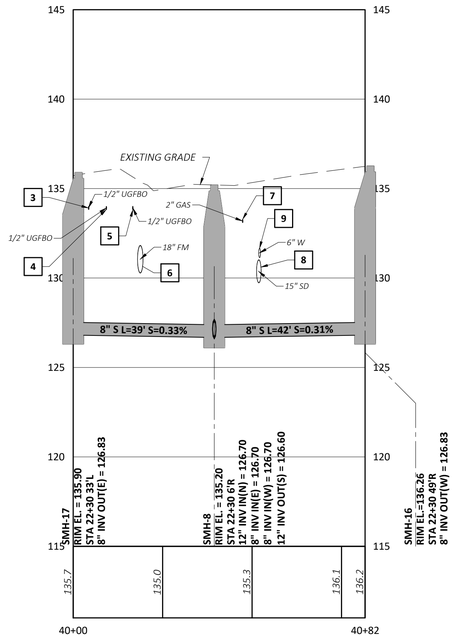
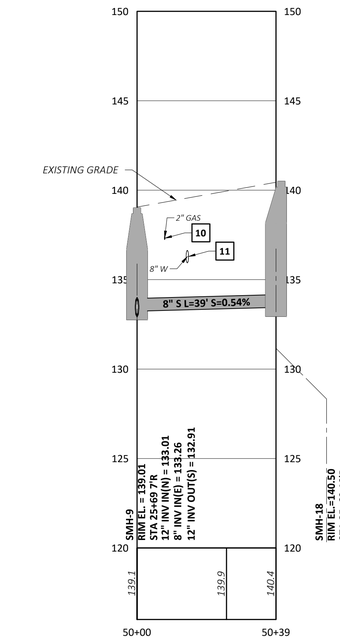


X CROSSING NUMBER: SEE STUB OUT SEPARATION TABLE ON SHEET C-501

PROFILE
SCALES
VERT:1"=4'
HORIZ:1"=20'



PROFILE
SCALES
VERT:1"=4'
HORIZ:1"=20'



PROFILE
SCALES
VERT:1"=4'
HORIZ:1"=20'

NO	REVISIONS	APP'D	DATE
1			
2			
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5			
6			

PROJECT NO: 21788
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD:
CHECKED: D.METZ
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

STUB-OUT AND FORCE MAIN PLANS AND PROFILES I

DRAWING
C-211

I:\ENG\FL\OCOEE\21788-LAKEWOODAVEGRAVITYSEWERPHASE2_DRAWINGS\CIV\21788-STUBPROFILES.DWG | 21787-StubProfiles | 12.5849 | --- | 2/26/2026 3:20:20 PM | JAMES.PICKERING

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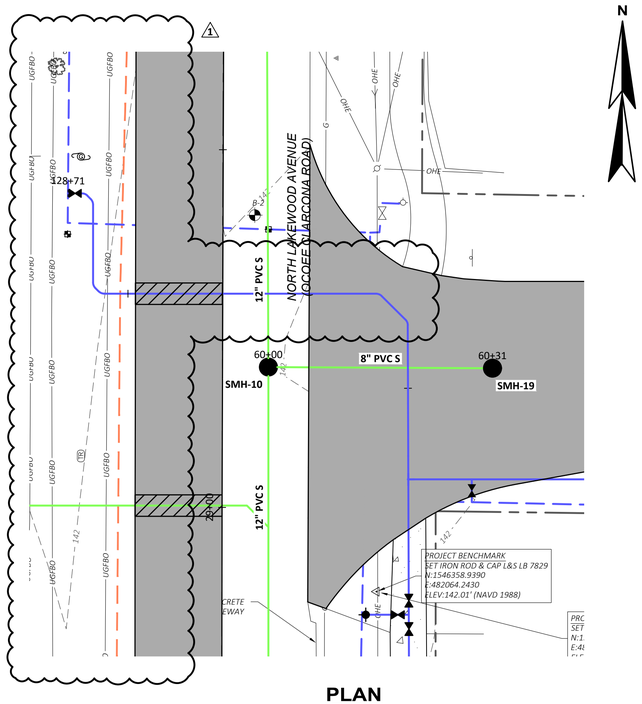

PLAN
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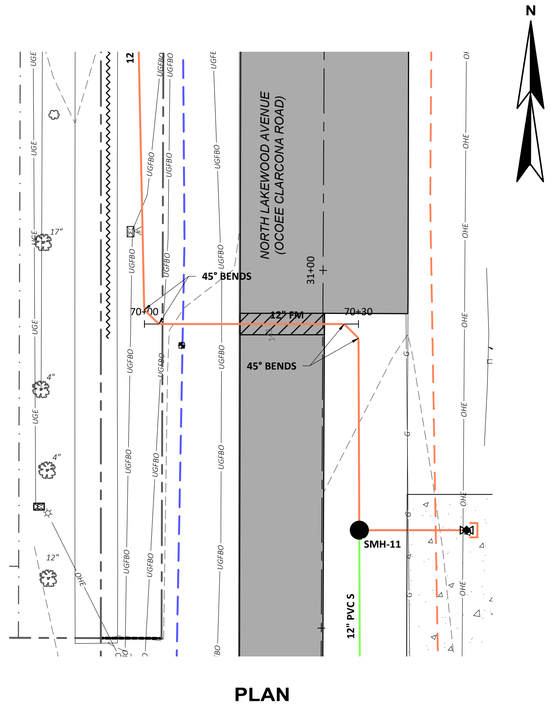
0 10 20



PLAN
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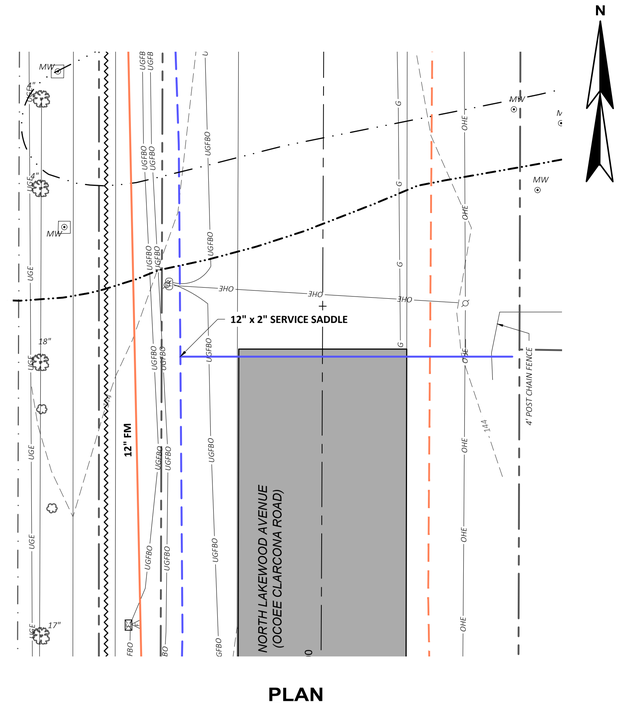
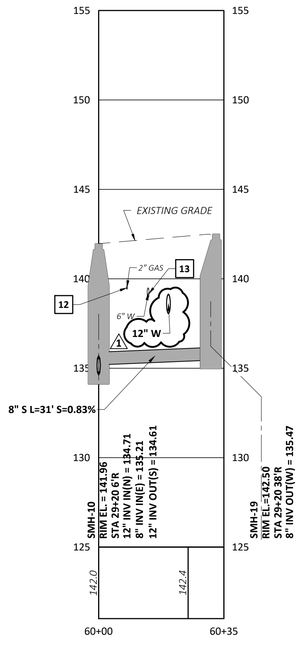
0 10 20

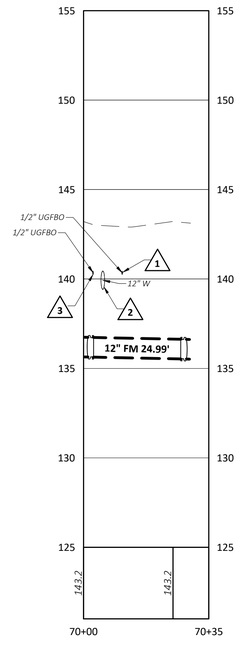


PLAN
SCALE: 1"=10'

0 10 20



PROFILE
SCALES
VERT:1"=4'
HORIZ:1"=20'



PROFILE
SCALES
VERT:1"=4'
HORIZ:1"=20'

X CROSSING NUMBER: SEE 12" FORCE MAIN SEPARATION TABLE ON SHEET C-501

X CROSSING NUMBER: SEE STUB OUT SEPARATION TABLE ON SHEET C-501

NO	REVISIONS	APPD	DATE
1	REVISIONS PER CITY COMMENTS AFTER BID ISSUANCE	AS	02/26

PROJECT NO: 21788
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD: J.PICKERING
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

STUB-OUT AND FORCE MAIN PLANS AND PROFILES II

DRAWING
C-212

I:\ENGF\OCOEE\21788-LAKEWOODAVEGRAVITYSEWERPHASE2_DRAWINGS\CIV\21788-STUBPROFILES01.DWG | 21707-StubProfiles1 | 1:2.5843 | — | 2/26/2026 3:20:56 PM | JAMES.PICKERING

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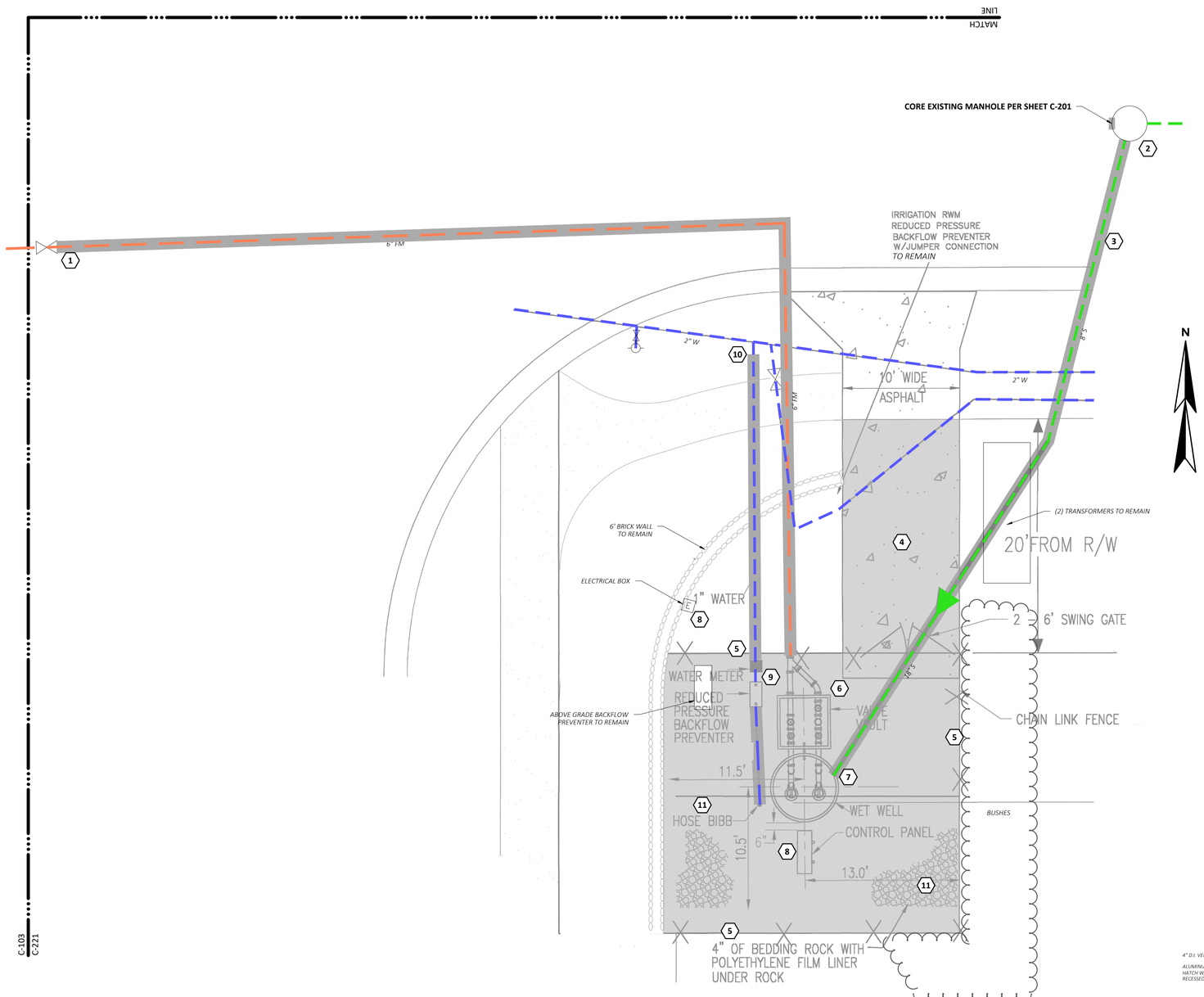


LIFT STATION 46 DEMOLITION PLAN

SCALE: N.T.S.

DEMOLITION NOTES

1. 6' BRICK WALL AND ALL VEGETATION (BUSHES) ARE TO BE PROTECTED AND REMAIN.
2. ELEVATIONS ARE FROM THE FOREST RIDGE AS BUILT DRAWINGS CREATED BY NEAL HILER ENGINEERING INC. ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED

(1) CUT, CAP AND GROUT FILL EXISTING 6" FORCE MAIN.

(2) MODIFY EXISTING MANHOLE PLUGGING THE SOUTHWEST INVERT AND CORING THE WEST INVERT.

(3) GROUT FILL EXISTING 8" GRAVITY SEWER.

(4) SAW CUT, REMOVE, AND REPLACE PAVEMENT WITH SOD PER SPECIFICATION SECTION 02480.

(5) REMOVE CHAIN LINK FENCE AND GATE.

(6) EXISTING VALVE VAULT SHALL BE REMOVED AND DISPOSED OF. ALL VALVES AND APPURTENANCES SHALL BE REMOVED AND PROVIDED TO THE CITY.

(7) EXISTING WET WELL SHALL BE ABANDONED IN PLACE. ALL EQUIPMENT INCLUDING PUMPS, LEVEL SWITCHES, AND ELBOWS SHALL BE REMOVED AND PROVIDED TO THE CITY. CONCRETE TOP AND UPPER FOUR (4') FEET OF WALL CASING SHALL BE REMOVED AND DISPOSED OF. REMAINING STRUCTURE SHALL BE FILLED WITH SUITABLE FILL MATERIAL.

(8) EXISTING ELECTRICAL CABINET AND PLC PANEL SHALL BE REMOVED AND ALL COMPONENTS SHALL BE PROVIDE TO THE CITY FOR SALVAGE. CONTRACTOR SHALL COORDINATE WITH DUKE ENERGY TO REMOVE MAINLINE POWER FEED TO THE LIFT STATION INCLUDING METER CAN AND TRANSFORMER.

(9) REMOVE AND DISPOSE OF WATER METER AND BACK FLOW PREVENTER SYSTEM.

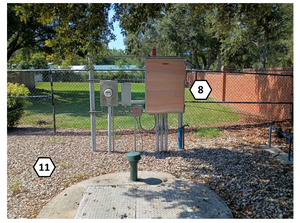
(10) CUT, CAP AND GROUT FILL EXISTING 2" WATER SERVICE.

(11) REMOVE AND DISPOSE OF 4" ROCK BEDDING AND REPLACE WITH SUITABLE BACKFILL AND SOD (TYP).

PUMPING STATIONS	DIMENSIONS	ELEV. AT CONST.
DIM A	8" MIN.	
DIM B	6'–0" MIN.	
DIM C	*	
DIM D	*	
DIM E	*	
DIM F	*	
DIM G	*	
DIM H	6'–0" MIN.	
DIM J		
DIM K	4'–8" MIN.	
ELEV T	0.00	124.5
ELEV U		125.5
ELEV V		126.5
ELEV W		127.5
ELEV X		129.0
ELEV Y		134.8
ELEV Z	4'–6" MIN.	130.0

* PER PUMP MANUFACTURERS REQUIREMENT

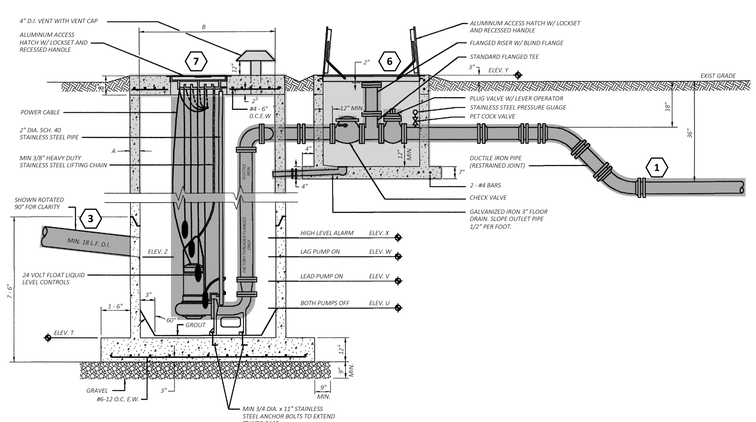
WATER METER



CONTROL PANEL

PAVEMENT & FENCE

WET WELL & VALVE VAULT



PUMP STATION SECTION

SCALE: N.T.S.

NO	REVISIONS	APP'D	DATE
1			
2			
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4			
5			

PROJECT NO: 21788
DESIGNED: C.STANLEY
CAD COORD: D.METZ
CAD: J.PICKERING
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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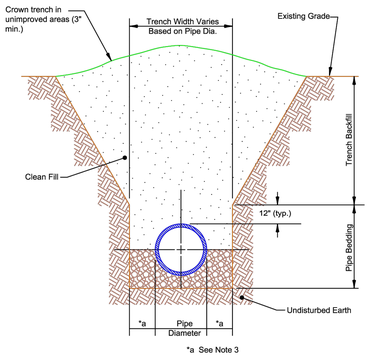
CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

LIFT STATION 46 DEMOLITION PLAN

DRAWING
C-221

J:\ENGV1\OCOEE\21788-LAKEWOODAVEGRAVITYSEWERPHASE2_DRAWINGS\CIV\21788-CS-PLANDETAIL.DWG | 21788-CS-PlanDetail | 12.5849 | --- | 2/26/2026 3:22:00 PM | JAMES.PICKERING

LAST SAVED BY: JAMES.PICKERING 5/21/2025 2:28 PM



*a See Note 3

NOTES:

1. Pipe bedding material and trench backfill shall be select common (clean) fill compacted to 95% (98% in roadway) of the maximum density as per AASHTO T-180.
2. Contractor shall install crushed rock (or equivalent bedding material) where pipe bedding does not provide solid support (yielding or plastic). Depth of material shall be a minimum of 6", or as needed, to provide non-yielding support for the pipe. All unsuitable material shall be removed from pipe bedding unless special provisions are approved by the City.
3. Excavated trench width at pipe haunch shall be sufficient in size for haunch compaction, but shall be no greater than 15" on each side of pipe for pipes less than 24" in diameter (24" for pipes 24" in diameter or greater.)
4. Water shall not be permitted in trench line during construction.
5. Pipe line shall be installed with bell fitting facing upgrade.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT001	Pipe Bedding and Trench	
DATE: September 2019	SCALE: N/A	

D.I.P. Restraint Table

Minimum Length (FT) to be Restrained on Each Side of Fitting(s)

Fittings	Pipe Size					
	4"	6"	8"	10"	12"	16"
90° Bend	15	21	27	32	37	47
45° Bend	7	5	11	13	16	20
22 1/2° Bend	5	5	6	7	8	10
11 1/4° Bend	5	5	5	5	5	6
Plug, Valve, Dead Ends, Reducer, or Branch of Tee	30	47	64	81	98	133

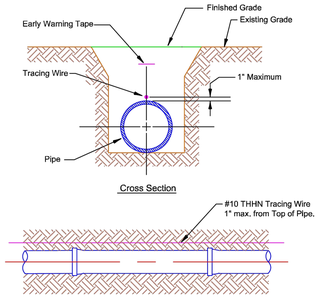
NOTES:

1. The restraint values as indicated by the "Restraint Table" are minimum values.Design engineer shall be responsible for confirming field conditions, and make adjustments accordingly.
2. All fittings shall have restrained joints unless otherwise indicated.
3. No restraints required if continuous pipe length is greater than value provided in "Restraint Table" above.
4. Where two or more fittings are laid in-line, use greatest restraint length for coverage.
5. For in-line valves and through run of tees: outside limits of restrained joints from other fittings need not be restrained unless otherwise indicated.
6. Lengths shown in the table have been calculated in accordance with the procedures outlined in "Thrust Restraint Design for Ductile Iron Pipe" as published by DIPRA, with the following assumptions:

   Working Pressure: 150 PSI
   Soil Designation: SM (Silty Sand, Sand-Silt Mix.)
   Laying Conditions: 5

7. For pipe encased in polyethylene, use values given in parentheses or increase the given value by 150%.
8. For pipe sizes not included in the Restraint Table or pipe material not adhering to given conditions, design engineer shall determine and specify pipe lengths which shall be approved by the City.

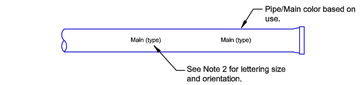
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT005	Ductile Iron Pipe Restraint Table	
DATE: April 2019	SCALE: N/A	



NOTES:

1. All pipe shall include the installation of #10 THHN copper tracing wire capable of detection by cable locating equipment.
2. Tracing wire shall be buried directly above the transverse centerline of the pipe.
3. End(s) of the locating wire shall be such that wire can be accessed by locating equipment assessing the wire in a valve vault or blow-off box. Wire is required to extend 12" minimum above finished grade.
4. Unless approved by the City, early warning tape indicating the type of pipe shall be required.
5. All directional drill pipe shall have locating wire attached to the top of pipe and shall remain on the top of the pipe during installation.
6. All service lines shall have locating wire placed on the pipe as described in City of Ocoee detail UT206 "Utility Service Connection"
7. All wire splices shall be completed with twist-on type wire nuts with gel or grease filled moisture seal.
8. All tracing wire installation shall be tested and verified for continuity by the contractor prior to final acceptance

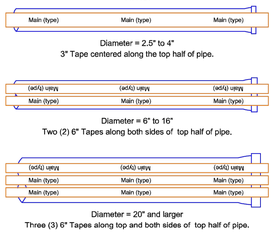
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT010	Pipe Locating Wire	
DATE: April 2019	SCALE: N/A	



PIPE LETTERING NOTES:

1. Lettering shall be per the American Water Works Association.
2. Lettering shall be a minimum of 3/4" in height and shall be be facing up when the pipe is installed.
3. Lettering must be permanently imbedded into the pipe/main, not painted or stenciled.
4. Lettering shall be of contrasting color to pipe/main color.

Pipe Marking (Lettering)
N.T.S.

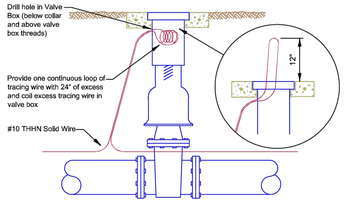


Warning Tape
N.T.S.

WARNING TAPE NOTES:

1. Tape color shall be in accordance with (same) as main/pipe color.
2. Tape lettering shall be at least 1" in height with no greater than 12" in spacing.
3. Warning tape shall extend total length of pipe.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT011	Pipe Identification & Warning Tape	
DATE: April 2019	SCALE: N/A	



NOTES:

1. All pipe shall be installed with # 10 THHN solid copper tracing wire. Tracing wire must be installed directly above the pipe in a continuous circuit.
2. Tracing wire shall cover all main, pipe, branches (including fire hydrants) and service connections.
3. Tracing wire shall extend a minimum of 12" above grade at required intervals and/or valve lids.
4. Tracing wire shall be coiled and placed in a valve box and shall be easily accessible.
5. At dead ends of mains, pipe, and/or service, the tracing wire shall be placed in a properly identified cast iron valve box (Valve Box and Cover Detail UT009).

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT012	Tracing Wire Location	
DATE: April 2019	SCALE: N/A	

Pipes/Mains Separation Requirement Table (See Note 11 for Structural)

	Potable		Reclaimed		Sanitary Sewer		Storm Sewer		Structural
	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.
Potable			3'	12"	10'	18"	3'	18"	10'
Reclaimed	3'	12"			3'	12"	3'	12"	10'
Sanitary Sewer	10'	18"	3'	12"			3'	12"	10'
Storm Sewer	3'	18"	3'	12"	3'	12"			10'

Joint Spacing Requirement Table (See Note 2)

	Potable		Reclaimed	Sanitary Sewer	Storm Sewer	
Potable			3'	6'	3'	

NOTES:

1. The table above represents the minimum separation requirements as described in the City's Engineering Standards Manual. The most stringent requirements between the City's Standards and the guidelines set forth in the Florida Administrative Code 62-555.314 (F.A.C). shall apply between newly proposed utility lines and existing or proposed utility lines.
2. Joint spacing shall be based on one full length water main pipe centered above or below other pipes. The joint shall be no less than the required distance from the center of the crossing of the two pipes. (The water pipe shall be above the other pipe unless otherwise approved by the City.)
3. Where the City's minimum vertical and horizontal separation from potable water cannot be achieved from the outside of the potable water pipe and the outside of the other pipe/main, preferred separation in accordance with F.D.E.P. rules of the Florida Administrative Code 62-555.314 (F.A.C.) and 62-604.400 (F.A.C.) may be allowed upon approval by the City's Utilities Department.
   a. If it is not technically feasible or economically sensible to comply with the requirements set forth in 62-555.314 (F.A.C.), technical or economic justification for each exception must be submitted to F.D.E.P. with alternative construction features. Proof of F.D.E.P.'s approval for exceptions shall be submitted to the City.
4. For the purpose of this table, reclaimed water shall mean unrestricted public access reuse water as defined by F.A.C. 62-610. Other types of reclaimed water, not treated to public contact levels, shall be considered raw sewage, and the separation list for sanitary sewer shall apply.
5. Alternative water, such as storm water used for irrigation, shall be considered reclaimed water for separation requirements.
6. Pipe separation distance provided above shall mean the horizontal and/or vertical distance measured for the outside dimension of each pipe/main.
7. All Sanitary and Storm Structures shall follow separation requirements above.
8. Potable water pipes shall be laid above all pipes conveying raw sewage whenever they cross.
9. All utilities shall be installed with 36" of cover over the top of pipe. Cover shall be measured with current or future grading to ensure the 36" coverage.
10. No potable water pipe may pass through a sanitary sewer structure. Penetration through storm sewer must be approved by the City and is subject to special conditions and materials.
11. Structural shall refer to foundations, walls, etc. Additional separation shall be required by the City for construction of, including, but not limited to: live loads, multi-story commercial buildings, superstructures, embankments, retaining walls, bridges, railroads, high voltage transmission mains, gas mains, etc.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT013	Pipe Separation Requirement Table	
DATE: November 2022	SCALE: N/A	

NO	REVISIONS	APP'D	DATE
1			
2			
3			
4			
5			

PROJECT NO: 21788
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD: D.METZ
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

DETAILS I

DRAWING
C-301

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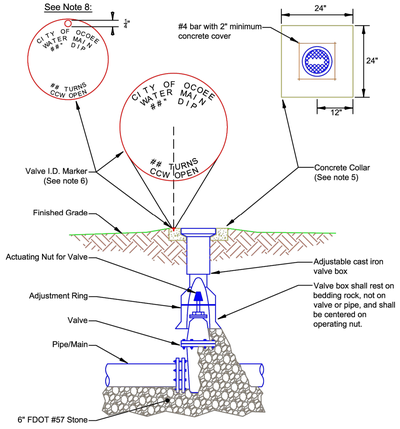
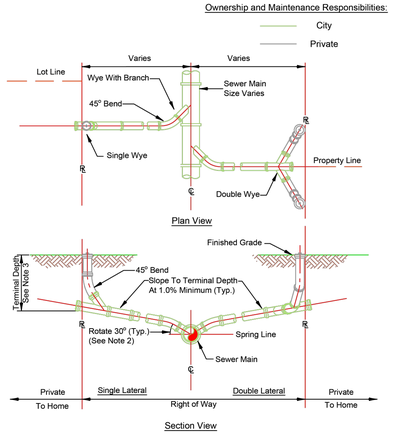


NOTES:

1. PVC extensions shall not be used on valve box.
2. The actuating nut for valves shall be no deeper than 24" from ultimate finished grade.
3. Valve assembly shall include center spacing guide from the City's Approved Materials List.
4. Where valve nut is more than 36" below grade, valve assembly shall include an extension from the City's Approved Materials List.
5. Valve collar shall be 24" x 24" x 6" square pad and concrete for collar shall be fc' of 3,000 psi minimum @ 28 days for non-pavement areas.
6. Valve Marker shall be from the City's Approved Materials List and shall include "City of Ocoee", main type, size, material, turns to open or close valve, and direction of rotation.
7. Valve Box shall not be located in pavement, sidewalk, or driveway unless approved by the City. If approved, Contractor/Developer shall reach out to the Utilities Department on the location of the Valve Tags.
8. For Valve Box approved in pavement, a disk valve marker shall hang in the valve box anchored to the locating wire.

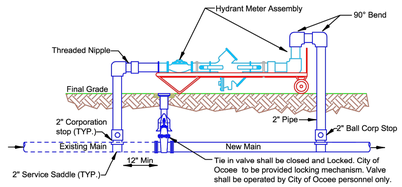
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT009	Valve Box and Cover	
DATE: June 2021	SCALE: N/A	



NOTES:

1. Locate service connections as close to the property line as possible.
2. Invert of service lateral shall not enter sewer main below spring line.
3. The terminal invert depth at the right-of-way must be between 3'-5', unless given written approval by the City.
4. Service Laterals shall be a minimum of 6" from the sewer main to the right-of-way.
5. Sewer cleanout location to be staked by a 2x4 with the invert elevation.
6. Sewer cleanout to be 6".
7. If hardscape is adjacent to the ROW line, cleanout location to be approved by the City.

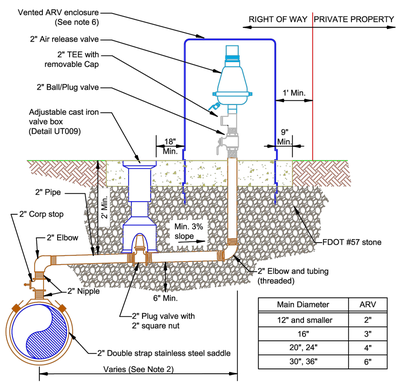
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT105b	Service Lateral - Retrofit	
DATE: June 2025	SCALE: N/A	



NOTES:

1. Provide temporary pipe supports as required.
2. Do not use galvanized pipe or accessories. Polyethylene pipe can be used with approval by the City
3. A temporary jumper connection is required at all connections between existing active water mains and proposed new water main improvements.
4. The detail shown is to be used for filling any new water main of any size from existing active water mains and for flushing of new mains up to 8" diameter (2.5 fps min velocity) and for pulling bacteriological samples from any new water main of any size.
5. The jumper connection shall be maintained until after filling, flushing, testing, and disinfection of the new main has been successfully completed; and clearance for use from Florida Department of Environmental Protection (FDEP) and other pertinent agencies has been received.
6. Pipe and fittings used for connection of the new pipe to the existing pipe shall be disinfected prior to installation in accordance with AWWA C651, 2014 edition.
7. Swab or spray the exterior of the main to be tapped and the tapping saddle with 1% Hypochlorite solution.
8. The contractor shall reach out to the City to rent a City Hydrant Meter Assembly.
9. All installation and maintenance of the temporary jumper connection and associated hydrant meter assembly, fittings and valves, etc., shall be the responsibility of the contractor.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT211	Temporary Jumper Connection	
DATE: March 2020	SCALE: N/A	

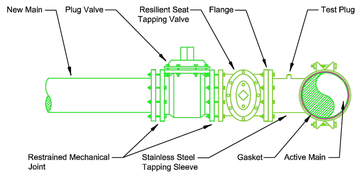


Main Diameter	ARV
12" and smaller	2"
16"	3"
20", 24"	4"
30", 36"	6"

NOTES:

1. Gas Release Valve shall mean Air, Combination Air/Vacuum, and Surge Protection Release Valve.
2. Offset distance to be field determined and as close to the right of way as possible and clear of pedestrian walkways. If pipe is at right of way line, no offset is required.
3. Above detail applies to a 2" ARV. For larger ARVs, pipe diameter and valves shall be equal to the size of the ARV.
4. All piping, valves and appurtenances to be brass or 316 Stainless Steel except where specified otherwise.
5. ARV shall have a Reinforced Nylon Body D-040 or Ductile Iron Body D-060 for Potable Water Systems. ARV shall be Reinforced Nylon Body D-021 or Ductile Iron Body D-060 for Reclaim Water Systems.
6. The enclosure shall follow the City's Approved Materials List or be an approved equal with temper proof locking device and vents must be capable of allowing at least the same amount of airflow as the valve.
7. Shop drawings for the ARV shall be submitted to the City for approval.
8. Any deviation from this detail shall be made known to the City for approval.

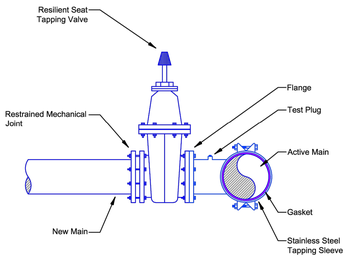
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT204a	Gas Release Valve Water and Reclaim	
DATE: June 2021	SCALE: N/A	



NOTES:

1. All Sleeves and Valves shall be water tested before tap.
2. No Wet Tap on Asbestos Cement water mains.
3. For Valve Box and Cover, see Ocoee UT009 Valve Box and Cover Detail.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT107	Stainless Steel Tapping Saddle and Gate Valve Assembly Wastewater	
DATE: March 2020	SCALE: N/A	



NOTES:

1. All Sleeves and Valves shall be water tested before tap.
2. No Wet Tap on Asbestos Cement water mains.
3. For Valve Box and Cover, see Ocoee UT009 Valve Box and Cover Detail.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT205	Stainless Steel Tapping Saddle and Gate Valve Assembly Water and Reclaim	
DATE: Feb. 2020	SCALE: N/A	

NO	REVISIONS	APP'D	DATE
1			
2			
3			
4			
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6			

PROJECT NO: 21788
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD: D.METZ
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

DETAILS II

DRAWING
C-302

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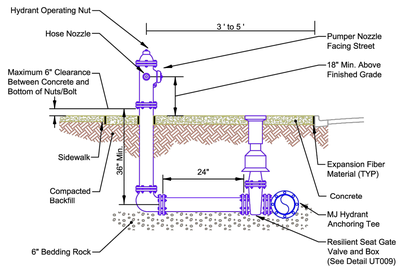
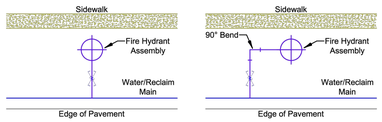
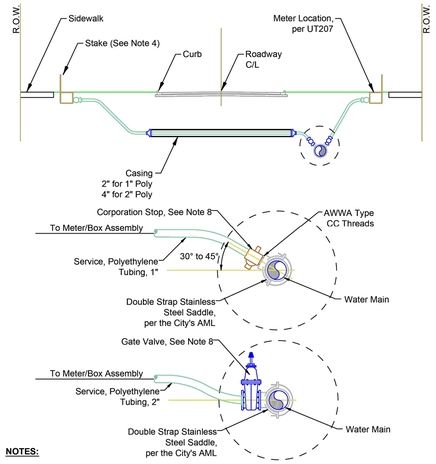




Note:

1. Hydrants shall be painted with double coat enamel paint per the following:
   - Public Potable Water - Safety Yellow Pantone 13-0630TN
   - Reclaimed Water - Purple Pantone 522 C
   - Private Fire - Cherry Red HDC-MD-16
2. Concrete shear pad shall abut between sidewalk and curb. Where sidewalk is not present, concrete shear pad shall be approx. 7.5' x 3.5' min.
3. Concrete shall be 6" thick with fibermesh and shall be fc' of 3,000 psi minimum at 28 days.
4. Any deviation from this detail shall be made known to the City for approval.

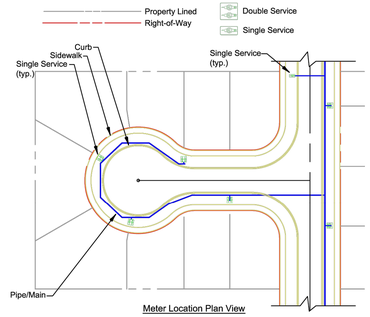
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT201	Fire Hydrant Assembly	
DATE: June 2021	SCALE: n/a	



NOTES:

1. All fittings shall be brass with compression-pack joint type connections.
2. No service line shall extend or terminate under a driveway.
3. Meter end of service shall terminate with curb stop (90°) for single service and dual horn and curb stops (90°) for dual services.
4. Meter end of service shall terminate 3' before meter location where service shall, unless directed otherwise, extend 4' above finished grade tied to a 2" x 4" x 4' stake per City Detail 208a. If directed by the City, service connection shall be buried and located with an 2" x 4" x 4' painted marker. Stake or marker shall indicate lot(s) to be served.
5. Concrete curb shall be marked (stamped or saw-cut) with "W" locating service.
6. Service connection to the main shall use approved saddle, and tapping of main shall be by a method where a solid coupon is removed.
7. Service color shall be blue for potable water and purple (magenta) for reclaimed water.
8. 1" Services shall have the saddle and corporation stop installed 30-45 degrees from horizontal facing outwards towards the service location. 2" service lines require a 2" gate valve with a valve box to finished grade, per UT009.

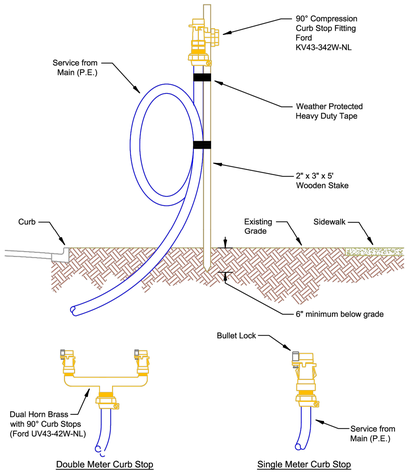
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT206	Utility Service Connection	
DATE: August 2025	SCALE: N/A	



NOTES:

1. Pipes/mains in this detail are for representation purposes only. Refer to plan or utility sheets for pipes/main material, size, and configuration.
2. For meter configuration, including fittings and box, see City of Ocoee Meter and Meter Box Details UT207 for Single Family and UT208 for Commercial/Multi-Family.
3. Unless directed by City, reclaimed and potable meter boxes shall be separated by placing the boxes at opposite property lines.
4. Meters should be centered in grassed parkway, if possible, offset from front of sidewalk 2', and such that private service will not cross adjacent lot.

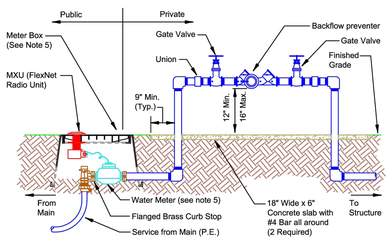
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT207	Meter & Service Locations	
DATE: April 2019	SCALE: N/A	



NOTES:

1. Water Service shall be 1" diameter P.E. minimum.
2. Service curb stop shall be bullet locked using High Field Manufacturing Cap Seal # 93210130, Bullet Stud 93210140 and Base 93210120.
3. Service shall extend 4' above finished grade and shall be no more than 2' from back of curb.
4. Top of stake shall be painted the color of the Utility Service and labeled with the Lot Number(s)/Address(es) it serves.
5. When water service will be used for Bacteriological Testing, a hose bib shall be installed on the Curb Stop.
6. Meter shall be installed by the City unless authorization has been given by the City (UT208b)
7. Private connection to the meter shall be the responsibility of the Owner/Owner's Contractor.

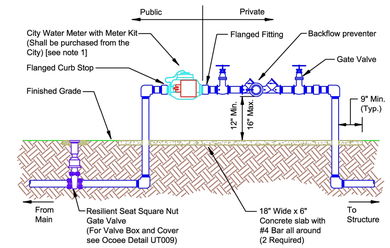
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT208a	Single Family Residential Service	
DATE: June 2021	SCALE: N/A	



NOTES:

1. Contractor shall be responsible for supplying and installing all materials and backflow prevention device except City's water meter and box.
2. Backflow device shall only be required for potable water services and be per the City's Cross Connection Control Manual.
3. All pipes, fittings, and end valves as indicated as private shall be the responsibility of the owner. All fittings indicated as public with material not indicated shall be brass.
4. Contractor shall tape service (P.E.) on a stake as shown in UT208a Single Family Residential Service with an approved 90 degree curb stop and meter nut connection
5. The City shall install the water meter and box and make required connections.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT209a	3/4" and 1" Commercial/Multi-Family Meter Configuration	
DATE: June 2021	SCALE: N/A	



NOTES:

1. Contractor shall be responsible for installing City water meter matching pipe size with meter kit and shall supply and install all materials and backflow prevention device.
2. Backflow device shall be per the City's Cross Connection Control Manual.
3. All pipes, fittings, and end valves as indicated as private shall be the responsibility of the owner. All pipes and fittings indicated as public with material not indicated shall be brass or schedule 80 PVC.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT209b	1 1/2" and Larger Commercial/Multi-Family Meter Configuration	
DATE: June 2021	SCALE: N/A	

NO	REVISIONS	APP'D	DATE
1	REVISIONS PER CITY COMMENTS AFTER BID ISSUANCE	AS	02/26
2			
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5			

PROJECT NO: 21788
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD: J.PICKERING
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

DETAILS III

DRAWING
C-303

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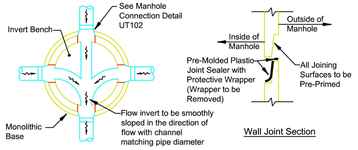
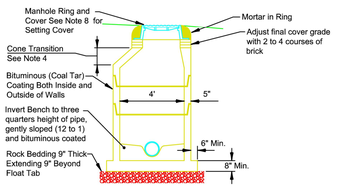


Invert Section

Wall Joint Section

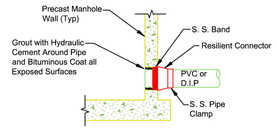


Manhole Section

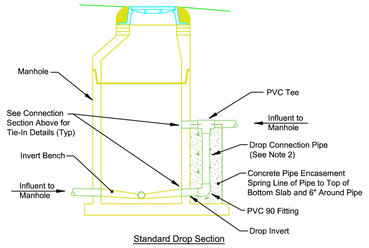
NOTES:

1. This detail is for pre-cast standard and receiving sanitary sewer manholes.
2. Sewer main sizes connecting to the manhole shall range from 6" to 24" in diameter and not less than 2" from floor of bottom casting. All other sizes shall require separate design and approval.
3. All manholes where any invert into the manhole exceeds 18" shall require a drop connection (See detail UT102).
4. Manhole cone/ring and cover shall be eccentric configured. Cone transition shall range from 18" to 36". Concentric configuration shall require written approval by the City.
5. Receiving, forcemain connected and drop manhole shall be continuously lined with an approved liner on the City of Ocoee's Approved Materials List at a minimum of 90 mil thickness.
6. Bottom casting shall be monolithic with first riser.
7. Riser between top cone and bottom casting shall be no shorter in height than 60".
8. Manhole cover to be set 1/4" above and matching slope pavement and should be set at plan grade unpaved areas.
9. All seams from structure joints, pipe connections and ring shall be WrapidSealed.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT101	Sanitary Sewer Manhole
DATE: July 2019	SCALE: N/A



Pipe Connection for Pipes Less Than 24" Section



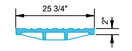
Standard Drop Section

NOTES:

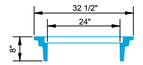
1. For manhole covers, see UT103 Standard Manhole Ring and Cover Detail and UT104 Large & Receiving Manhole Ring and Double Cover Detail.
2. Drop pipe and fittings shall be of equal size and material to the influent sewer line.
3. The drop connection provided above is limited to pipe size less than 24". Alternative design must be approved by City for pipe sizes equal or greater than 24" in diameter.
4. An outside drop connection is required for all influent lines 18" or more above the manhole inverts.
5. Bottom elevation of drop shall be 0.1' above effluent invert.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT102	Sanitary Sewer Connection
DATE: July 2019	SCALE: N/A

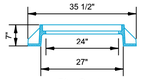
Cover



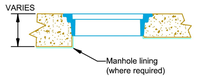
Cover Section
USF 45-1 Cover



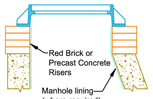
Flush Ring Section
USF 1295 Ring



Ring Section
USF 227 Ring



Flush Casting Mount



Standard Casting Mount

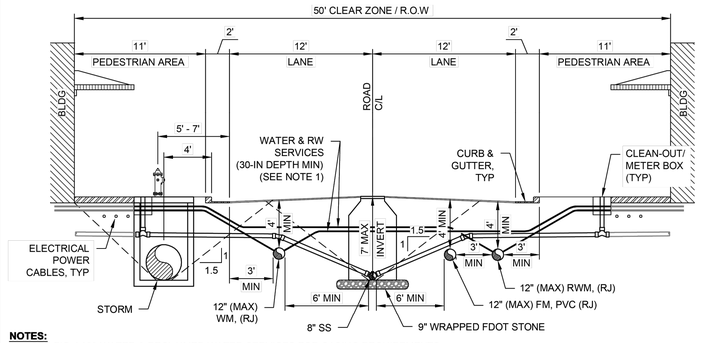
NOTES:

1. Use Ring & Covers Detail as depicted on this sheet for standard manhole applications. Refer to UT104 Large & Receiving Ring and Double Cover Detail for large (6' or greater) and receiving manholes.
2. For structures with top elevation at surface, use "Flush Structure Casting", USF 1295 Ring.
3. Brick shall be solid red (clay) brick meeting AASHTO M114 -Grade MW.
4. Red Brick or Precast Concrete Risers should not exceed four levels.
5. Manhole lid shall be Lettered with "City of Ocoee" (top), Sewer (center) and Florida (bottom).
6. Manhole lids shall have two (2) non-pentrating pick holes.
7. Where manhole lining (coating) is required, coating shall extend to ring sealing and coating ring's mortar bed.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT103	Standard Manhole Ring and Cover
DATE: April 2019	SCALE: N/A

APPENDIX A	STANDARD DRAWINGS

50-FT CLEAR ZONE (50-FT MINIMUM PUBLIC RIGHT-OF-WAY, 0-FT SETBACK)



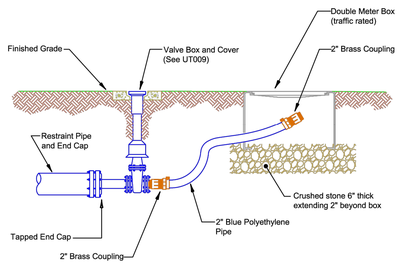
NOTES:

1. SEE FIG **A120** WATER & RECLAIMED WATER SERVICES FOR CASING REQUIREMENTS.
2. SEE FIGS **A116-1** AND **A116-2** FOR HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS.
3. ALL PRESSURE PIPE UNDER PAVEMENT OR CURB SHALL BE RESTRAINED PIPE.
4. OCU MAINS ARE LIMITED TO 12-IN AND SMALLER. DEPTH OF SANITARY SEWER SHALL BE LIMITED TO 7-FT MAXIMUM DEPTH.
5. OCU PRESSURE MAINS SHALL NOT BE INSTALL UNDER THE PEDESTRIAN AREA.

ORANGE COUNTY UTILITIES
STANDARDS & CONSTRUCTION SPECIFICATIONS MANUAL

FIGURE A920
10/10/2021

1



Cross Section

NOTES:

1. All pipes and fittings shall be schedule 40 brass or equivalent with threaded (NPT) joints except where denoted otherwise.
2. All pipe and fittings shall be in accordance with City Standards for the applicable service provided.
3. Pipe restraints shall be in accordance with City Standard Details UT004 for PVC/HDPE Pipe or UT005 for Ductile Iron Pipe.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT203	Blow Off Assembly
DATE: April 2019	SCALE: N/A

NO	REVISIONS	APP'D	DATE
1	REVISIONS PER CITY COMMENTS AFTER BID ISSUANCE	AS	02/26

PROJECT NO: 21788
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD: J.PICKERING
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

WRIGHT-PIERCE
407.906.1776 | www.wright-pierce.com
601 S LAKE DESTINY ROAD, SUITE 290, MAITLAND, FL 32751

CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

DETAILS IV

DRAWING
C-304

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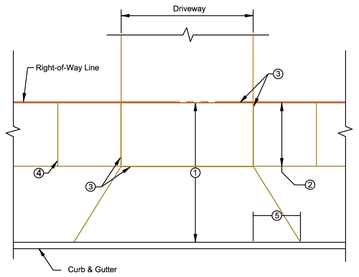


Roadway

Legend

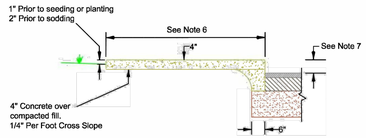
1. Driveway: approach and sidewalk 6" Thick - fc' = 3,000 psi @ 28 days, fiber reinforced concrete
2. Sidewalk: 4" Thick - fc' = 3,000 psi @ 28 days
3. Expansion Joint: bituminous fiber board material 1/2" thick and full depth
4. Construction Joint: tooled, dummy or sawed (1" depth minimum, spacing equal width of sidewalk)
5. Approach Transition: Flair Curb shall be dropped if not mountable

Notes:

Curb shall be dropped through driveway with 3' transitions each end of driveway for non-mountable curb.

All wooden stakes used in form work if left in place, shall have 2" or more of concrete cover.

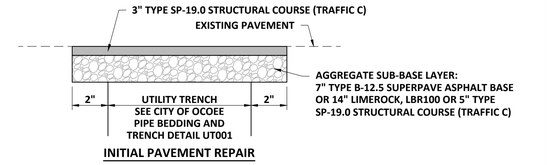
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
PW003	Driveway Approach	
DATE: July 2022	SCALE: N/A	



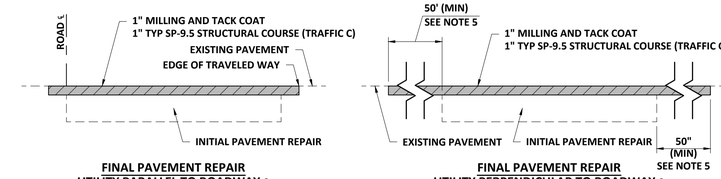
NOTES:

1. Tooled Control Joints at 5' O.C. max.
2. Expansion Joints at 25' O.C. max.
3. Joints shall be constructed within 24 hours of pouring concrete
4. Sidewalks shall be Class I, 3000psi
5. Sub-grade or base shall be compacted to a minimum density of 98% of the maximum density as determined by AASHTO T-180 for sidewalks/bike paths and curbs.
6. Refer to plans for sidewalk width. Sidewalk shall be a minimum of 5' if a width is not specified on the plans.
7. Refer to the plans for the curb height. If no curb height is specified, use 6"

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
PW005	Sidewalk, Curb, and Pavement Detail	
DATE: JUNE 2020	SCALE: N/A	



INITIAL PAVEMENT REPAIR



FINAL PAVEMENT REPAIR
UTILITY PARALLEL TO ROADWAY ℄

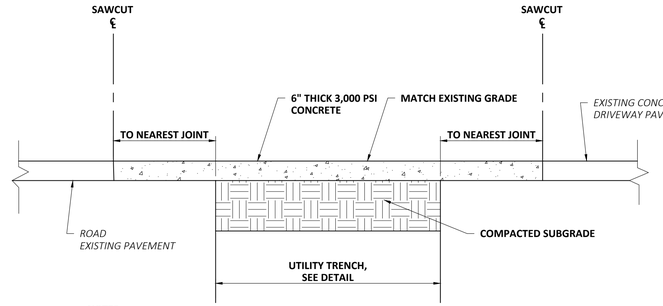
FINAL PAVEMENT REPAIR
UTILITY PERPENDICULAR TO ROADWAY ℄

NOTES:

1. PAVEMENT REPAIR, PAVEMENT STRIPING, AND PAVEMENT MARKINGS TO BE CONSTRUCTED IN ACCORDANCE WITH SECTION 02000.
2. MILLED SURFACE SHALL BE PROTECTED FROM TRAFFIC AND RAIN. IN ADDITION, THE PLACEMENT OF THE FIRST LIFT OF STRUCTURAL COURSE SHALL OCCUR NO LATER THAN THE DAY AFTER THE SURFACE IS MILLED.
3. RESTORE PAVEMENT STRIPING AND PAVEMENT MARKINGS BACK TO ORIGINAL LAYOUT AND COLOR.
4. SP-19.0 STRUCTURAL COURSE LIFTS SHALL BE A MINIMUM OF 2 INCHES AND A MAXIMUM OF 4 INCHES
5. 25' MINIMUM IS ACCEPTABLE SOUTH OF STA 21+00.

PUBLIC ROADWAY PAVEMENT REPAIR DETAILS

SCALE: NOT TO SCALE

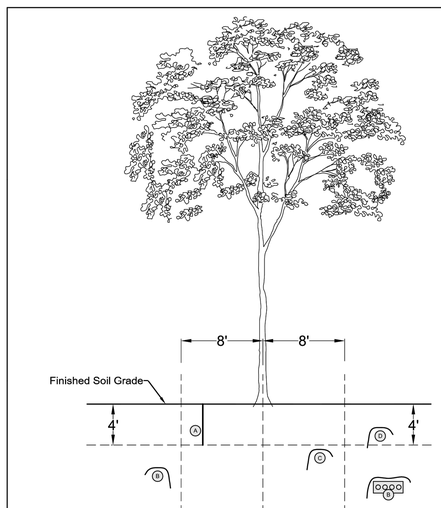


NOTES:

1. CONCRETE TO HAVE A 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI.
2. USE 1/2" EXPANSION JOINT (PREFORMED JOINT FILLER) BETWEEN CONCRETE AND ALL OTHER FIXED OBJECTS.

CONCRETE DRIVEWAY PAVEMENT REPAIR

SCALE: NOT TO SCALE



UTILITY LOCATION =

- A: < 8' (2.9m) away from an adjacent tree + < 4' (1.2m) deep = DeepRoot Tree Root Barrier (UB 48-2)
- B: > 8' (2.9m) away from an adjacent tree + > 4' (1.2m) deep = DeepRoot Geomembrane
- C: < 8' (2.9m) away from an adjacent tree + > 4' (1.2m) deep = DeepRoot Geomembrane
- D: > 8' (2.9m) away from an adjacent tree = DeepRoot Geomembrane

RULES OF THUMB:

* For any utility barrier method, install barrier as close to utility as is feasible.

* When adjacent to pavement, install Root Barrier as close to pavement edge as is feasible.

* If the utility will be exposed during construction, and will be beneath pavement, use the Geomembrane.

* If the utility will not be exposed during construction, install Root Barrier at edge of pavement.

deeproot
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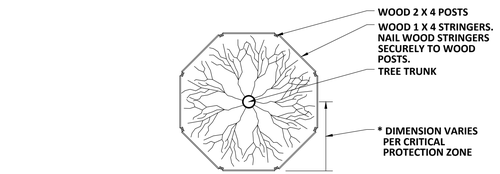
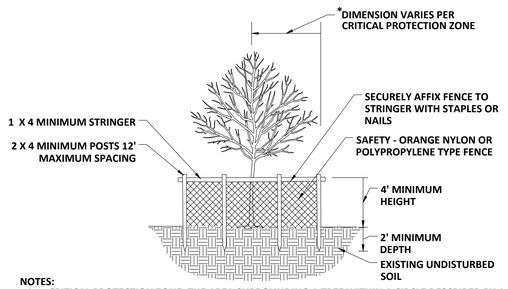
www.deeproot.com



NOTE: FOR GROUPS OF TREES, PLACE BARRICADES BETWEEN TREES AND CONSTRUCTION ACTIVITY.



NOTES:

1. CRITICAL PROTECTION ZONE: THE AREA SURROUNDING A TREE WITHIN A CIRCLE DESCRIBED BY A RADIUS OF ONE FOOT FOR EACH INCH OF THE TREE TRUNK DIAMETER AT 54" ABOVE FINISHED GRADE. FOR GROUPS OF TREES, PLACE BARRICADES BETWEEN TREES AND CONSTRUCTION ACTIVITY.
2. TREE PROTECTION BARRICADES SHALL BE LOCATED TO PROTECT A MINIMUM OF 75% OF THE CRITICAL PROTECTION ZONE.

TREE PROTECTION BARRICADE

SCALE: NTS

NO	REVISIONS	APP'D	DATE
1			
2			
3			
4			
5			

PROJECT NO: 21788
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD: J.PICKERING
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

WRIGHT-PIERCE
407.906.1776 | www.wright-pierce.com
601 S LAKE DESTINY ROAD, SUITE 290, MAITLAND, FL 32751

CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

DETAILS V

DRAWING
C-305

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LAST SAVED BY: DANIEL.METZ 5/13/2025 5:50 PM

NARRATIVE

1. DESCRIPTION OF CONSTRUCTION ACTIVITY: INSTALLATION OF A NEW 12" GRAVITY SEWER LINE IN THE NORTH BOUND LANE OF LAKEWOOD AVENUE, FROM LAUREL RIDGE AVENUE TO WURST ROAD.

2. SITE AREA INFORMATION:
   TOTAL AREA OF THE SITE = 2.7 ACRES
   TOTAL DISTURBANCE AREA = 0.82 ACRES
   RUNOFF DATA:
   RUNOFF COEFFICIENTS:
   BEFORE = 0.75
   DURING = VARIES FROM 0.75 TO 0.80
   AFTER = 0.75

3. PROPOSED SEQUENCE OF LAND DISTURBING ACTIVITIES, INCLUDING SEQUENCE DURING THE CONSTRUCTION PROCESS IN WHICH THE MEASURES WILL BE INSTALLED. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL OR APPROVED BY THE ENGINEER. FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.
   A. CONSTRUCTION OF A GRAVITY SEWER SYSTEM

   B. CONSTRUCTION OF STUB-OUTS FROM MAIN LINE

4. DESCRIPTION OF THE SOILS AND AN IDENTIFICATION OF THOSE THAT ARE HIGHLY ERODIBLE:
   46 - TAVARES, FINE SAND

   48 - TAVARES, FINE SAND-URBAN LAND COMPLEX

5. AFFECTED DRAINAGE AREAS AND MAJOR DISCHARGE POINTS:
   N/A

6. LATITUDE AND LONGITUDE OF EACH MAJOR DISCHARGE POINT:
   N/A

7. NAMES OF RECEIVING WATER(S):
   STARKE LAKE

8. DESCRIPTION OF PROPOSED POLLUTION CONTROL MEASURES OR BMPS TO BE USED:
   a. EROSION AND SEDIMENT CONTROL PRACTICES
   MAINTAINING BUFFERS WITH ADJACENT WETLANDS, MAINTAINING HYDROLOGY OF ADJACENT WETLAND

   b. STRUCTURAL CONTROL PRACTICES
   THE FOLLOWING STRUCTURAL CONTROL PRACTICES HAVE BEEN DESIGNED INTO THIS PROJECT:
   SLIT FENCE, CATCH BASIN FILTERS, LEVEL SPREADER, VEGETATED DRAINAGE SWALE

9. ESTIMATED CONSTRUCTION SCHEDULE:
   START DATE = TBD
   COMPLETION DATE = TBD
   STABILIZATION SCHEDULE
   CONSTRUCTION ACCESS ROAD = TBD
   CLEARING AND GRUBBING = TBD
   INSTALLATION OF TEMPORARY EROSION CONTROL MEASURES = TBD
   CONSTRUCTION OF SEDIMENT BASIN = TBD
   SITE CONSTRUCTION & INTERIM EROSION CONTROL MEASURES = TBD
   FINAL VEGETATION = TBD

10. THE CONTRACTOR RESPONSIBLE FOR THE BMP IMPLEMENTATION, INSPECTION, AND MAINTENANCE:
    CONTRACTOR TO BE DETERMINED AT A LATER DATE THROUGH A PUBLIC BID PROCESS.

11. CALCULATIONS:
    SUPPORTING CALCULATIONS FOR THE EROSION AND SEDIMENT CONTROL CAN BE FOUND WITHIN THE PROJECTS' ENVIRONMENTAL RESOURCE PERMITS APPLICATION.

12. CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. IN AN EFFORT TO ENSURE COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS REGARDING EROSION AND TURBIDITY CONTROLS:
    THE FOLLOWING PERMITS HAVE BEEN OBTAINED.

    PERMIT # TBD

    ACOE PERMIT # TBD

    ENVIRONMENTAL RESOURCE PERMIT # TBD

13. INVENTORY FOR POLLUTION PREVENTION PLAN:
    THE MATERIAL OR SUBSTANCES LISTED BELOW ARE EXPECTED TO BE PRESENT ONSITE DURING CONSTRUCTION:

    CONCRETE, WOOD, FERTILIZERS, ASPHALT, MASONRY BLOCKS, PETROLEUM BASED PRODUCTS, TAR, ROOFING MATERIALS, CLEANING SOLVENTS, DETERGENTS, METAL STUDS, PAINTS

RECORD REQUIREMENTS

THE CONTRACTOR SHALL, AT A MINIMUM, PERFORM AND DOCUMENT THE FOLLOWING RECORD KEEPING TASKS IN A REGULAR AND EXPEDIENT MANNER WHILE CONSTRUCTION ACTIVITIES ARE OCCURRING.

1. CONTRACTORS MUST RECORD THE FOLLOWING DATES:

   A) WHEN MAJOR GRADING ACTIVITIES OCCUR

   B) WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE

   C) WHEN STABILIZATION (I.E. EROSION CONTROL) MEASURES BEGIN

2. CONTRACTORS ARE TO PROVIDE QUALIFIED INSPECTORS WHO HAVE KNOWLEDGE AND EXPERIENCE IN THE PRINCIPLES AND PRACTICE OF SEDIMENT AND EROSION CONTROL AND CAN COMPLETE PROJECT SITE INSPECTIONS:

   A) AT LEAST ONCE EVERY SEVEN (7) DAYS

   B) WITHIN 24 HOURS AFTER THE END OF A STORM EVENT OF 0.50-INCHES OR MORE. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL.

   C) WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

3. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. THE REPORTS WILL BE KEPT ON SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER, ENGINEER OR ANY FEDERAL, STATE, AND LOCAL AGENCY APPROVING SEDIMENT AND EROSION PLANS, OR STORM WATER MANAGEMENT PLANS. COPIES OF THE INSPECTION REPORTS WILL BE SUBMITTED TO THE OWNER AND INCLUDE DOCUMENTATION OF REMEDIAL ACTION TO ADDRESS SYSTEM FAILURES. THE REPORTS SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED. THE REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.

4. THE CONTRACTOR WILL PROVIDE THE OWNER A COPY OF THE NPDES PERMIT AND THE SWPPP.

INSPECTION AND MAINTENANCE REQUIREMENTS

EROSION AND SEDIMENT CONTROL INSPECTION AND MAINTENANCE PRACTICES

THE FOLLOWING ARE INSPECTION AND MAINTENANCE PRACTICES THAT WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS:

1. ALL TURBIDITY CONTROL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT.
2. BUILT UP SEDIMENT WILL BE REMOVED FROM SILT FENCE WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.
3. SILT FENCE WILL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
4. CONSTRUCTION ENTRANCES WILL BE INSPECTED FOR DEPTH OF CRUSHED STONE BED AND FILTER FABRIC CONDITION.
5. THE SEDIMENT BASINS WILL BE INSPECTED FOR DEPTH OF SEDIMENT, AND BUILT UP SEDIMENT WILL BE REMOVED WHEN IT REACHES 10 PERCENT OF THE DESIGN CAPACITY OR AT THE END OF THE JOB.
6. DIVERSION DIKES/SWALES WILL BE INSPECTED AND ANY BREACHES PROMPTLY REPAIRED.
7. TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.

UPDATING REQUIREMENTS

1. THE STORMWATER POLLUTION PREVENTION PLANS (SWPPP) AND EROSION AND SEDIMENT CONTROL (E&SC) PLANS CONTAINED HEREIN PROVIDE ONLY THE INITIAL AND MINIMUM REQUIREMENTS, AND PROJECT SPECIFIC STRUCTURAL BMPS NECESSARY FOR THIS PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MODIFY AND UPDATE THESE PLANS ACCORDING TO THEIR OPERATIONS ON SITE. IN ADDITION, THE CONTRACTOR SHALL REVISE THESE DOCUMENTS:
   a) WITHIN SEVEN CALENDAR DAYS FOLLOWING AN INSPECTION WHEN ADDITIONS AND/OR MODIFICATIONS TO BMPS ARE NECESSARY TO CORRECT OBSERVED PROBLEMS.
   b) WHENEVER A CHANGE IN THE DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE AT THE CONSTRUCTION SITE HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO THE WATERS OF THE UNITED STATES NOT PREVIOUSLY ADDRESSED IN THE DOCUMENTS.
   c) WHENEVER DISCHARGES ARE CAUSING WATER QUALITY "EXCEEDANCES" (AN EPA TERM) OR THE BMPS ARE INEFFECTIVE (TO AN EXTENT PRACTICAL) IN MINIMIZING POLLUTANTS IN STORMWATER DISCHARGING FROM THE CONSTRUCTION SITE.

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PROJECT NO: 21788
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD: D.METZ
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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PHASE 2

STORMWATER POLLUTION PREVENTION NOTES I

DRAWING
C-401

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EROSION AND SEDIMENT CONTROL NOTES AND REQUIREMENTS

GENERAL REQUIREMENTS

1. THIS PLAN UTILIZES BEST MANAGEMENT PRACTICES TO CONTROL EROSION AND TURBIDITY CAUSED BY STORM WATER RUN OFF. AN EROSION CONTROL PLAN HAS BEEN PREPARED TO INSTRUCT THE CONTRACTOR ON PLACEMENT OF THESE CONTROLS. IT IS THE CONTRACTORS RESPONSIBILITY TO INSTALL AND MAINTAIN THE CONTROLS AS PER PLAN AS WELL AS ENSURING THE PLAN IS PROVIDING THE PROPER PROTECTION AS REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. REFER TO THESE EROSION AND SEDIMENT STABILIZATION PRACTICES FOR THE CONTROLS THAT MAY BE IMPLEMENTED.

2. THE CONTRACTOR SHALL AT A MINIMUM IMPLEMENT THE CONTRACTOR'S REQUIREMENTS OUTLINED HEREIN AND THOSE MEASURES SHOWN IN THE PLANS. IN ADDITION, THE CONTRACTOR SHALL UNDERTAKE ADDITIONAL MEASURES REQUIRED FOR COMPLIANCE WITH APPLICABLE PERMIT CONDITIONS AND STATE WATER QUALITY STANDARDS DEPENDING ON THE NATURE OF MATERIALS AND METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL APPLY FOR AND COMPLY WITH A FLORIDA NPDES STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL OBTAIN WATER MANAGEMENT DISTRICT APPROVAL FOR DEWATERING PER FAC 40C22.

3. THE CONTRACTOR WILL BE RESPONSIBLE FOR APPLYING FOR AND PAYING FOR THE PERMIT FEE FOR THE NOTICE OF INTENT (NOI) AND THE NOTICE OF TERMINATION (NOT) FORMS.

4. TIMING OF CONTROLS/MEASURES. AS INDICATED IN THE SEQUENCE OF MAJOR ACTIVITIES, THE SILT FENCES AND HAY BALES, STABILIZED CONSTRUCTION ENTRANCE AND SEDIMENT BASINS WILL BE CONSTRUCTED PRIOR TO CLEARING OR GRADING OF ANY OTHER PORTIONS OF THE SITE. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICAL IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. AFTER THE ENTIRE SITE IS STABILIZED, THE ACCUMULATED SEDIMENT SHALL BE REMOVED FROM THE SEDIMENT BASINS AND THE EARTH BERM/SWALES REGRADED/REMOVED AND STABILIZED IN ACCORDANCE WITH THE EROSION CONTROL PLAN.

5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT THE EROSION AND TURBIDITY CONTROLS AS SHOWN ON THE SEDIMENT AND EROSION CONTROL PLAN. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THESE CONTROLS ARE PROPERLY INSTALLED, MAINTAINED AND FUNCTIONING PROPERLY TO PREVENT TURBID OR POLLUTED WATER FROM LEAVING THE PROJECT SITE. THE CONTRACTOR WILL ADJUST THE EROSION CONTROL PLAN AND ADD ADDITIONAL CONTROL MEASURES, AS REQUIRED, TO ENSURE THE SITE MEETS ALL FEDERAL STATE AND LOCAL EROSION AND SEDIMENT CONTROL PLAN AND AS REQUIRED TO MEET THE SEDIMENT AND TURBIDITY REQUIREMENTS IMPOSED ON THE PROJECT SITE BY THE REGULATORY AGENCIES, AND ORANGE COUNTY CODE CHAPTER 21.

EROSION AND SEDIMENT CONTROL - STABILIZATION PRACTICES

1. LOCATION OF STAKED SILT FENCE. STAKED SILT FENCE SHALL BE PLACED ALONG THE BOUNDARY OF FILL SLOPES, ALONG THE LIMITS OF CONSTRUCTION, AND AROUND ALL PROPOSED INLETS AND STRUCTURES. SILT FENCE SHALL BE USED AROUND ALL EXCAVATED MATERIAL IN THEIR TEMPORARY LOCATIONS DURING CONSTRUCTION.

2. LOCATION OF FLOATING TURBIDITY BARRIERS. FLOATING TURBIDITY BARRIERS SHALL BE PLACED DOWNSTREAM OF THE CULVERT REPLACEMENTS.
3. OFF-SITE VEHICLE TRACKING. LOADED HAUL TRUCKS SHALL BE COVERED WITH TARPAULIN. EXCESS DIRT ON THE ROAD SHALL BE REMOVED DAILY. AREAS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE DAMPENED WITH WATER AS REQUIRED FOR DUST CONTROL.

4. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF EROSION AND SEDIMENT CONTROL DEVICES, AND REMOVAL OF EROSION AND SEDIMENT CONTROL DEVICES AFTER THE NOTICE OF TERMINATION. MAINTENANCE AND REPAIR REQUIRED FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION SHALL BE INCLUDED IN THE PROJECT COST.

5. DISTURBED, GRADED OR REGRADED AREAS SHALL BE STABILIZED IMMEDIATELY AFTER GRADING IS COMPLETE, OR WITHIN 7 DAYS IF SUCH AREAS ARE TO REMAIN IDLE FOR MORE THAN 7 DAYS.

6. STRAW BALE BARRIER: STRAW BALE BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:
   A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.
   B. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2.0 ACRES.
   C. WHERE EFFECTIVENESS IS REQUIRED FOR LESS THAN 3 MONTHS.
   D. EVERY EFFORT SHOULD BE MADE TO LIMIT THE USE OF STRAW BALE BARRIERS CONSTRUCTED IN LIVE STREAMS OR IN SWALES WHERE THERE IS THE POSSIBILITY OF A WASHOUT. IF NECESSARY, MEASURES SHALL BE TAKEN TO PROPERLY ANCHOR BALES TO INSURE AGAINST WASHOUT.

7. FILTER FABRIC BARRIER: FILTER FABRIC BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:
   a. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.
   b. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2.0 ACRES.

8. BRUSH BARRIER WITH FILTER FABRIC: BRUSH BARRIER MAY BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WHERE ENOUGH RESIDUE MATERIAL IS AVAILABLE ON SITE.

9. LEVEL SPREADER: A LEVEL SPREADER MAY BE USED WHERE SEDIMENT-FREE STORM RUNOFF IS INTERCEPTED AND DIVERTED AWAY FROM THE GRADED AREAS ONTO UNDISTURBED STABILIZED AREAS. THIS PRACTICE APPLIES ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE CONSTRUCTED ON UNDISTURBED SOIL AND THE AREA BELOW THE LEVEL SPREADER IS STABILIZED. THE WATER SHOULD NOT BE ALLOWED TO RECONCENTRATE AFTER RELEASE.

10. STOCKPILING MATERIAL: NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORM WATER COLLECTION FACILITY.

11. EXPOSED AREA LIMITATION: THE SURFACE AREA OF OPEN, ERODIBLE SOIL EXPOSED BY CLEARING GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL NOT EXCEED 2.0 ACRES. THIS REQUIREMENT MAY BE WAIVED FOR LARGE PROJECTS WITH AN EROSION CONTROL PLAN WHICH DEMONSTRATES THAT OPENING OF ADDITIONAL AREA WILL NOT SIGNIFICANTLY AFFECT OFF-SITE DEPOSIT OF SEDIMENTS.

12. TEMPORARY SEEDING: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE RE-EXCAVATED OR DRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN 21 DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS. SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WILL NOT LATER COMPLETE WITH THE PERMANENT GRASSING.

13. TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH 7 ABOVE SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 150 MM LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH OR HYDROMULCHED.

14. TEMPORARY GRASSING: THE SEEDED OR SEEDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED OR HYDROMULCHED OR OTHER SUITABLE METHODS IF REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER.

15. TEMPORARY REGRASSING: IF, AFTER 14 DAYS FROM SEEDING, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75 PERCENT GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEED APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATIVE COVER.

16. MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.

17. PERMANENT EROSION CONTROL: THE EROSION CONTROL FACILITIES OF THE PROJECT SHOULD BE DESIGNED TO MINIMIZE THE IMPACT ON THE OFFSITE FACILITIES.

18. PERMANENT SEEDING: ALL AREAS WHICH HAVE BEEN DISTURBED BY CONSTRUCTION WILL, AS A MINIMUM, BE SEEDED. THE SEEDING MIX MUST PROVIDE BOTH LONG-TERM VEGETATION AND RAPID GROWTH SEASONAL VEGETATION. SLOPES STEEPER THAN 6:1 SHALL BE SODDED.

19. WHERE SODDING IS CALLED FOR IN THE PLANS, SOD THAT IS PLACED ON SLOPES OF 3:1 OR GREATER SHALL BE PEGGED.

20. OFFSITE VEHICLE TRACKING: STABILIZED CONSTRUCTION ACCESS DRIVES SHALL BE CONSTRUCTED AT ALL POINTS ENTERING AND EXITING THE PROJECT SITE FROM PAVED ROADS. CONSTRUCTION ACCESS DRIVES SHALL HAVE A MINIMUM 6 INCH THICKNESS OF DURABLE ROCK OVER A FILTER FABRIC FREE OF TEARS AND FIRMLY SECURED. ACCESS DRIVES SHALL BE REMOVED AND RESTORED AT THE COMPLETION OF THE PROJECT.

EROSION AND SEDIMENT CONTROL - WASTE AND MATERIAL CONTROLS

1. WASTE MATERIALS: ALL WASTE MATERIALS EXCEPT LAND CLEARING DEBRIS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER. THE DUMPSTER WILL MEET ALL LOCAL AND STATE SOLID WASTE MANAGEMENT REGULATIONS. THE DUMPSTER WILL BE EMPTIED AS NEEDED AND THE TRASH WILL BE HAULED TO A STATE APPROVED LANDFILL ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE CONSTRUCTION SITE BY THE CONSTRUCTION SUPERINTENDENT, THE INDIVIDUAL WHO MANAGES THE DAY-TO-DAY SITE OPERATIONS WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED. LAND CLEARING DEBRIS CAN BE BURNED IN ACCORDANCE WITH STATE AND ORANGE COUNTY CODE CHAPTER 15.

2. HAZARDOUS WASTE: ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATION OR BY THE MANUFACTURER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE SITE SUPERINTENDENT, THE INDIVIDUAL WHO MANAGES DAY-TO-DAY SITE OPERATIONS, WILL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED. THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

3. SANITARY WASTE: ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NEEDED TO PREVENT POSSIBLE SPILLAGE. THE WASTE WILL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL WASTE DISPOSAL REGULATIONS FOR SANITARY SEWER OR SEPTIC SYSTEMS.

4. PAVED AREAS ADJACENT TO ALL CONSTRUCTION ACCESS POINTS SHALL BE SWEPT DAILY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARP.

5. SPILL PREVENTION: THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORMWATER RUNOFF.
   a. GOOD HOUSEKEEPING: THE FOLLOWING GOOD HOUSEKEEPING PRACTICES WILL BE FOLLOWED ONSITE DURING THE CONSTRUCTION PROJECT.
      i. AN EFFORT WILL BE MADE TO STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THE JOB.
      ii. ALL MATERIALS STORED ONSITE WILL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND, IF POSSIBLE, UNDER A ROOF OR OTHER ENCLOSURE.
      iii. PRODUCTS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABEL.
      iv. SUBSTANCES WILL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER.
      v. WHENEVER POSSIBLE, ALL OF A PRODUCT WILL BE USED UP BEFORE DISPOSING OF THE CONTAINER.
      vi. MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED.
      vii. THE SITE SUPERINTENDENT WILL INSPECT DAILY TO ENSURE MATERIALS ONSITE RECEIVE PROPER USE AND DISPOSAL.

   b. HAZARDOUS MATERIALS: THESE PRACTICES ARE USED TO REDUCE THE RISKS ASSOCIATED WITH HAZARDOUS MATERIALS.
      i. HAZARDOUS MATERIALS AND/OR TOXIC SUBSTANCES SHALL BE DISPOSED OF BY THE CONTRACTOR ACCORDING TO THE EPA'S STANDARD PRACTICES, THE MANUFACTURER'S RECOMMENDATION OR IN ACCORDANCE WITH STATE AND LOCAL REQURIEMENTS.
      ii. THE CONTRACTOR SHALL MAINTAIN COPIES OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE ON THE PROJECT. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AND INTENDED FOR EQUIPMENT USE ON THE PROJECT AS A HAZARDOUS MATERIAL, SUCH PRODUCTS DO NOT NEED A MSDS SUBMITTAL.
      iii. PRODUCTS WILL BE KEPT IN ORIGINAL CONTAINERS.
      iv. MATERIALS WILL BE STORED IN ACCORDANCE WITH ORANGE COUNTY CODE CHAPTER 32.
      v. ORIGINAL LABELS AND MATERIAL SAFETY DATA SHALL BE RETAINED AND AVAILABLE ON SITE.

   c. PRODUCT SPECIFIC PRACTICES: THE FOLLOWING PRODUCT SPECIFIC PRACTICES WILL BE FOLLOWED ONSITE:
      i. PETROLEUM AND LUBRICANT PRODUCTS. ALL ONSITE VEHICLES AND EQUIPMENT (I.E. - DEWATERING PUMPS) WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTATIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. FLUID PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. CONTAINMENT BERMS WILL WE CONSTRUCTED AROUND ALL FUEL STORAGE TANKS USED FOR CONSTRUCTION. ANY ASPHALT SUBSTANCES USED ONSITE WILL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
      ii. FERTILIZERS. FERTILIZERS USED WILL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER AND IN ACCORDANCE WITH ORANGE COUNTY CODE CHAPTER 15 ONCE APPLIED, FERTILIZER WILL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. STORAGE WILL BE IN A COVERED AREA. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER WILL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.
      iii. PAINTS. ALL CONTAINERS WILL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT WILL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURERS' INSTRUCTIONS OR STATE AND LOCAL REGULATIONS.
      iv. CONCRETE TRUCKS. CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER TO DITCHES, PONDS OR OTHER WATERWAYS. WASHWATER SHALL BE COLLECTED IN A TEMPORARY SETTLING POND.

EROSION AND SEDIMENT CONTROL - SPILL CONTROLS

1. SPILL CONTROL PRACTICES: IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THIS PLAN, THE FOLLOWING PRACTICES WILL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:
   A. MANUFACTURERS' RECOMMENDED METHODS FOR SPILL CLEANUP SHALL BE CLEARLY POSTED ON SITE AND SITE PERSONNEL WILL BE MADE AWARE OF THE METHODS AND POSTED LOCATION.

2. MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREA ONSITE. EQUIPMENT AND MATERIALS WILL INCLUDE, BUT NOT BE LIMITED TO BROOMS, DUST PANS, MOPS, RAGS, OIL BLANKETS, GLOVES, GOGGLES, LIQUID ABSORBENT (I.E. KITTY LITTER OR EQUAL), SAND SAWDUST, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE. ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY, BY THE CONTRACTOR.

3. THE SPILL AREA WILL BE KEPT WILL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE.

4. SPILL OF TOXIC OR HAZARDOUS MATERIAL WILL BE REPORTED IMMEDIATELY TO OWNER AND ENGINEER.

5. THE SPILL PREVENTION PLAN WILL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM REOCCURRING AND HOW TO CLEAN UP THE SPILL IF THERE IS ANOTHER ONE. A DESCRIPTION OF THE SPILL, WHAT CAUSED IT AND THE CLEANUP MEASURES WILL ALSO BE INCLUDED.

6. THE SITE SUPERINTENDENT RESPONSIBLE FOR THE DAY-TO-DAY SITE OPERATIONS SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR. HE/SHE SHALL DESIGNATE AT LEAST ONE OTHER SITE PERSONNEL, WHO WILL RECEIVE SPILL PREVENTION AND CLEANUP TRAINING. THESE INDIVIDUALS SHALL EACH BECOME RESPONSIBLE FOR A PARTICULAR PHASE OF PREVENTION AND CLEANUP, THE NAMES OF RESPONSIBLE SPILL PERSONNEL WILL BE POSED IN THE MATERIAL STORAGE AREA AND IF APPLICABLE, IN THE OFFICE TRAILER ONSITE.

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PROJECT NO: 21788
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD: D.METZ
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SUBMISSION: CONTRACT DOCUMENTS

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PHASE 2

STORMWATER POLLUTION PREVENTION NOTES II

DRAWING
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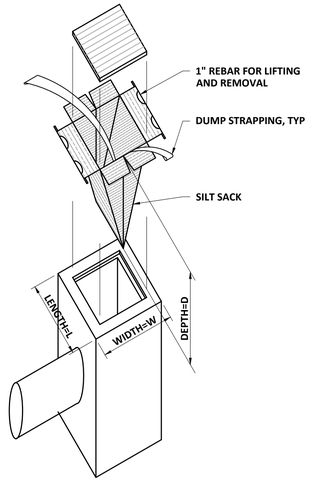
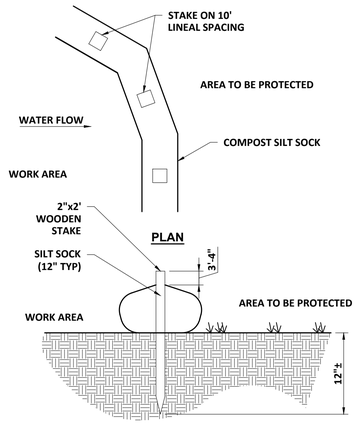


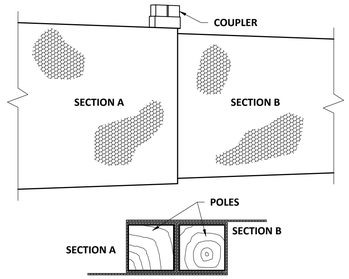
NOTE:
INSTALL SILT SACK PER MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. EMPTY OR REMOVE SEDIMENT FROM SILT SACK WHEN RESTRAINT CORD IS NO LONGER VISIBLE. CLEAN, RINSE, AND REPLACE AS NEEDED.

SILT SACK CATCH BASIN INLET
SCALE: NTS



NOTES:
1. ALL MATERIAL TO MEET SPECIFICATIONS
2. SILT SOCK COMPOST/SOIL/ROCK/SEED FILL TO MEET APPLICATION REQUIREMENTS
3. SILT SOCK DEPICTED IS FOR MINIMUM SLOPES. GREATER SLOPES MAY REQUIRE LARGER SOCKS PER THE ENGINEER
4. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.

COMPOST SILT SOCK
SCALE: NTS



JOINING SILT FENCE SECTIONS
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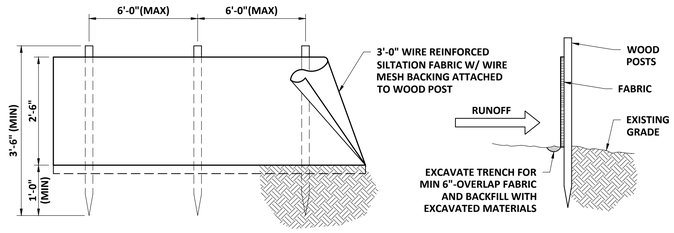

SILT FENCE INSTALLATION DETAIL
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PROJECT NO: 21788
DESIGNED: J.HOGAN
CAD COORD: D.METZ
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CITY OF OCOEE, FLORIDA
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STORMWATER POLLUTION PREVENTION DETAILS

DRAWING
C-403

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(X) SEPARATION TABLE

Sheet Number	Crossing Number	Stationing	Pipe Being Crossed	Pipe Material	Pipe Size (in)	Top of Pipe EL	Bottom of Pipe EL	Proposed Separation to GS (ft)	Proposed top EL of GS	Minimum Seperation (ft)
C-201	1	15+30.00	UGFBO (1)	Cable	0.5	125.75	125.71	2.44	123.27	1
C-201	2	16+94.00	Storm Drain	RCP	24	128.90	126.90	3.28	123.62	1
C-201	3	17+25.82	Water Main	DI	8	125.77	125.10	1.40	123.70	0.5
C-201	4	17+50.00	Water Main	Metal	2.5	127.43	127.22	3.46	123.76	0.5
C-201	4B	17+51.28	Water Main	DI	2	127.35	127.18	3.41	123.77	0.5
C-201	5	18+10.70	Force Main	PVC	6	126.38	125.88	1.97	123.91	1
C-202	6	21+88.98	Storm Drain	RCP	18	132.27	130.77	3.51	127.26	1
C-202	7	22+47.38	UGFBO (1)	Cable	0.5	132.41	132.37	4.33	128.04	1
C-202	7B	22+77.00	Water Main	DI	12	132.03	131.03	2.43	128.60	1
C-202	8	25+99.20	UGFBO (1)	Cable	0.5	136.14	136.10	1.93	134.17	1
C-203	9	29+39.10	Water Main	HDPE	6	139.51	139.01	3.17	135.84	1
C-203	10	30+33.88	Force Main	PVC	18	138.98	137.48	1.17	136.31	1

(X) STUB OUT SEPARATION TABLE

Sheet Number	Crossing Number	Stationing	Pipe Being Crossed	Pipe Material	Pipe Size (in)	Top of Pipe EL	Bottom of Pipe EL	Proposed Separation to GS (ft)	Proposed top EL of GS	Minimum Seperation (ft)
C-211	1	30+07.67	Gas (1)	PVC	2	129.92	129.75	3.52	126.23	1.0
C-211	2	30+15.23	Water Main	PVC	6	129.00	128.50	1.85	126.65	1.5
C-211	3	40+00.60	UGFBO (1)	Cable	0.5	134.00	133.96	6.44	127.52	1.5
C-211	4	40+05.48	UGFBO (1)	Cable	0.5	134.00	133.96	6.45	127.51	1
C-211	5	40+12.86	UGFBO (1)	Cable	0.5	134.00	133.96	6.49	127.47	1.5
C-211	6	40+14.96	Force Main (1)	PVC	18	131.80	130.30	2.84	127.46	1
C-211	7	40+43.28	Gas (1)	PVC	2	133.27	133.10	5.70	127.40	1.0
C-211	8	40+47.86	Storm Drain (1)	RCP	15	131.00	129.75	2.34	127.41	1.0
C-211	9	40+48.07	Water Main	PVC	6	131.65	131.15	3.74	127.41	1.5
C-211	10	50+07.73	Gas (1)	PVC	2	137.49	137.32	3.33	133.99	1
C-211	11	50+14.16	Water Main	PVC	6	136.62	136.12	2.09	134.03	1.5
C-212	12	60+07.91	Gas	PVC	2	139.59	139.42	3.51	135.91	1
C-212	13	60+13.80	Water Main	DI	6	139.46	138.96	2.49	136.47	1.5

(X) 12" FORCE MAIN SEPARATION TABLE

Sheet Number	Crossing Number	Stationing	Pipe Being Crossed	Pipe Material	Pipe Size (in)	Top of Pipe EL	Bottom of Pipe EL	Proposed Separation to GS (ft)	Proposed top EL of FM	Minimum Seperation (ft)
C-212	1	70+02.65	UGFBO (1)	Cable	0.5	140.43	140.39	2.59	137.80	1.0
C-212	2	70+05.33	Water Main (1)	DI	12	140.41	139.41	2.69	136.72	1.5
C-212	3	70+10.78	UGFBO (1)	Cable	0.5	140.44	140.40	2.60	137.80	1
C-203	4	31+08.83	UGFBO (1)	Cable	1	140.44	140.36	2.56	137.80	1
C-204	5	32+47.92	ForceMain	HDPE	12	137.51	136.51	-1.29	137.80	1
C-205	5B	34+49.38	Recliamed ForceMain (1)	PVC	12	141.69	140.69	2.89	137.80	1
C-204	6	32+87.25	Water Main (1)	DI	12	141.91	140.91	3.11	137.80	1.5
C-204	7	33+31.22	UGFBO (1)	Cable	0.5	142.21	142.17	4.37	137.80	1
C-204	8	33+32.21	UGFBO (1)	Cable	0.5	142.21	142.17	4.37	137.80	1
C-204	9	33+39.43	Water Main (1)	DI	12	142.50	141.50	3.70	137.80	1.5

(X) 12" WATER MAIN SEPARATION TABLE

Sheet Number	Crossing Number	Stationing	Existing Utility	Pipe Material	Pipe Size (in)	Top of Pipe EL	Bottom of Pipe EL	WM Over or Under	Proposed Top of WM EL	Proposed Bottom of WM EL	Proposed Separation to WM (ft)	Minimum Separation (ft)
C-100	1	1+26.78	Water	AC	6	124.00	123.50	Under	120.27	119.27	3.2	0.5
C-100	2	1+30.13	Storm	CMP	24	123.78	121.64	Under	120.27	119.55	1.4	1
C-101	3	1+82.27	SS FM	PVC	24	121.01	119.01	Over	123.03	122.03	1.0	1
C-101	4	1+87.77	SS	PVC	12	116.23	115.23	Over	122.98	121.98	5.8	1
C-101	5	2+13.03	UGFBO	Cable	0.5	123.05	123.01	Under	120.17	119.17	2.8	1
C-101	6	2+41.99	SS FM	DIP	20	122.98	121.31	Under	120.17	119.17	1.1	1
C-101	7	3+35.54	SS Lateral	PVC	6	116.84	116.34	Over	122.58	121.58	4.7	1
C-101	8	3+90.00	SS	PVC	8	117.64	116.97	Over	122.60	121.60	4.0	1
C-101	9	4+85.22	SS Lateral	PVC	6	119.05	118.55	Over	122.67	121.67	2.6	1
C-101	10	5+40.52	UGFBO	Cable	0.5	122.73	122.69	Under	121.00	120.00	1.7	1
C-101	11	5+99.08	SS Lateral	PVC	6	119.56	119.06	Over	121.15	120.15	0.6	0.5
C-101	12	6+00.87	UGFBO	Cable	0.5	122.75	122.71	Under	121.15	120.15	1.6	1
C-101	13	6+37.24	SS	PVC	8	119.63	118.96	Over	122.53	121.53	1.9	0.5
C-102	14	7+40.74	GAS	Steel	2	123.33	123.16	Under	120.00	117.93	3.2	1
C-102	15	7+40.98	Storm	RCP	36	124.62	120.62	Under	118.93	117.93	1.7	1
C-102	16	7+56.06	UGFBO	Cable	0.5	122.80	122.76	Under	118.93	117.93	3.8	1
C-102	17	9+21.87	SS	PVC	8	120.63	119.96	Over	122.78	121.78	1.2	1
C-102	18	10+55.20	SS Lateral	PVC	6	121.14	120.64	Over	122.79	121.79	0.7	0.5
C-102	19	11+62.24	Water	PVC	6	120.70	120.20	Over	120.69	119.69	1.0	0.5
C-102	20	11+91.72	UGFBO	Cable	0.5	122.84	122.80	Under	120.69	119.69	2.1	1
C-102	21	12+56.06	SS Lateral	PVC	6	123.07	122.57	Under	120.69	119.69	1.9	1
C-102	22	12+58.06	SS Lateral	PVC	6	123.07	122.57	Under	120.69	119.69	1.9	1
C-103	23	13+48.52	SS Lateral	PVC	6	122.59	122.09	Over	124.28	123.28	0.7	0.5
C-103	24	14+06.80	UGFBO	Cable	0.5	126.09	126.05	Under	124.89	124.85	1.2	1
C-103	25	14+09.35	UGFBO	Cable	0.5	126.09	126.05	Under	124.95	124.91	1.1	1
C-103	26	14+22.45	SS Lateral	PVC	6	123.00	122.50	Over	125.00	124.00	1.0	1
C103	27	15+41.43	SS Lateral	PVC	6	124.04	123.54	Over	126.13	125.13	1.1	1
C-103	28	15+75.96	Water	PVC	6	127.65	127.15	Under	125.69	124.69	1.5	0.5
C-103	29	16+28.83	UGFBO	Cable	0.5	128.05	128.01	Under	125.04	124.04	3.0	1
C103	30	16+94.12	Storm	PVC	24	128.95	126.95	Under	124.11	123.11	2.8	1
C-103	31	17+30.00	Water	DIP	8	125.73	125.06	Under	123.62	122.62	1.4	0.5
C103	32	17+49.97	Water	Metal	2.5	127.06	126.85	Under	124.08	123.08	2.8	0.5
C-103	33	17+49.98	Water	Metal	2	127.06	126.89	Under	124.11	123.11	2.8	0.5
C-103	34	18+10.60	SS FM	PVC	6	126.50	126.00	Under	125.00	124.00	1.0	1
C-103	35	18+20.83	SS	PVC	8	127.31	126.64	Under	125.00	124.00	1.6	1
C-104	36	19+73.11	SS Lateral	PVC	6	125.49	124.99	Over	128.38	127.38	1.9	1
C-104	37	20+44.00	SS Lateral	PVC	6	126.01	125.51	Over	130.42	129.42	3.4	0.5
C-104	38	20+89.36	SS Lateral	PVC	6	126.51	126.01	Over	130.71	129.71	3.2	0.5
C-104	39	21+28.28	SS Lateral	PVC	6	126.86	126.36	Over	130.96	129.96	3.1	0.5
C-104	40	21+84.92	Water	PVC	6	131.69	131.19	Under	129.72	128.72	1.5	0.5
C-104	41	22+02.27	Storm	ERCP	38x60	134.64	130.79	Under	129.72	128.72	1.1	1
C-104	42	22+30.20	SS	PVC	8	127.92	127.25	Over	129.72	128.72	0.8	0.5
C-104	43	22+47.38	UGFBO	Cable	0.5	132.43	132.39	Under	129.72	128.72	2.7	1
C104	44	24+64.28	SS Lateral	PVC	6	132.28	131.78	Over	134.59	133.59	1.3	0.5
C-105	45	25+03.03	Water	PVC	6	136.07	135.57	Under	134.00	133.00	1.6	0.5
C-105	46	25+15.22	Water Lateral	Poly	1	136.20	136.12	Under	134.00	133.00	2.1	0.5
C-105	47	25+68.85	SS	PVC	8	134.09	133.42	Under	132.21	131.21	1.2	1
C-105	48	25+94.57	Water	Steel	2	136.97	136.80	Under	132.21	131.21	4.6	0.5
C-105	49	25+99.22	UGFBO	Cable	0.5	136.16	136.12	Under	132.21	131.21	3.9	1
C-105	50	26+06.97	UGFBO	Cable	0.5	138.51	138.47	Under	132.21	131.21	6.3	1
C-105	51	26+10.46	SS Lateral	PVC	6	134.45	133.95	Under	132.21	131.21	1.7	1
C-105	52	26+53.37	Water Lateral	Poly	1	137.94	137.86	Under	132.21	131.21	5.6	0.5
C-105	53	26+65.10	SS Lateral	PVC	6	134.70	134.20	Under	132.21	131.21	2.0	1
C-105	54	27+17.57	SS Lateral	PVC	6	134.96	134.46	Over	136.66	135.66	0.70	0.5
C-105	55	27+49.35	Water Lateral	Poly	1	138.47	138.39	Under	137.00	136.00	1.39	0.5
C-105	56	27+68.56	SS Lateral	PVC	6	135.16	134.66	Over	137.18	136.18	1.02	0.5
C-105	57	28+02.33	SS Lateral	PVC	6	135.32	134.82	Over	137.75	136.75	1.43	1
C-105	58	28+43.02	Water Lateral	Poly	1	138.79	138.71	Under	138.12	137.12	0.59	0.5
C-105	59	28+52.06	SS Lateral	PVC	6	135.54	135.04	Over	138.29	137.29	1.75	1
C-105	60	29+01.00	Water	Steel	2	138.43	138.26	Under	137.00	136.00	1.26	1
C-105	61	29+19.57	SS	PVC	8	136.05	135.38	Over	139.15	138.15	2.10	1

NOTES:
1. ELEVATION IS APPROXIMATE AND NEEDS TO BE FIELD VERIFIED.
2. PROPOSED BOTTOM EL OF GS.
3. NEGATIVE VALUES INDICATE THE PROPOSED PIPELINE IS CROSSING ABOVE THE UTILITY.

NO	REVISIONS	APP'D	DATE
1	REVISIONS PER CITY COMMENTS AFTER BID ISSUANCE	AS	02/26
2			
3			
4			
5			

PROJECT NO: 21788
DESIGNED: J.HOGAN
CAD COORD: D.METZ
CAD: D.METZ
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

WRIGHT-PIERCE
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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
NORTH GRAVITY SEWER
PHASE 2

SEPARATION TABLES

DRAWING
C-501

J:\ENGR\1\OCOEE\21788-LAKEWOODAVEGRAVITYSEWERPHASE2_DRAWINGS\CIV\21788-SEPARATIONTABLE.DWG | 21788-SeparationTable | 1:2.5849 | ---- | 2/26/2026 3:23:52 PM | JAMES.PICKERING

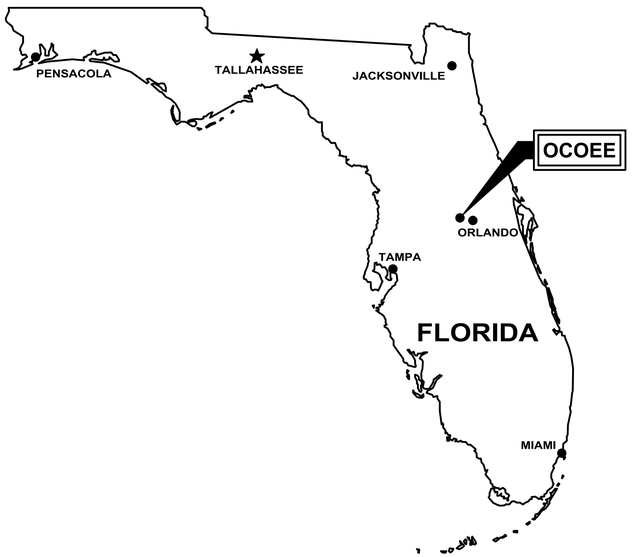
CITY OF OCOEE, FLORIDA

CONTRACT DRAWINGS FOR

LAKEWOOD AVENUE NORTH GRAVITY SEWER PHASE 1

MARCH 2026

AMENDED CONSTRUCTION PHASING



DRAWING INDEX

GENERAL

---	COVER SHEET

CIVIL

CP-1	CONSTRUCTION PHASING NOTES, LEGEND, ABBREVIATIONS AND KEY PLAN
CP-2	CONSTRUCTION PHASING PLAN I
CP-3	CONSTRUCTION PHASING PLAN II
CP-4	CONSTRUCTION PHASING PLAN III
CP-5	CONSTRUCTION PHASING PLAN IV
CP-6	CONSTRUCTION PHASING PLAN V
CP-7	CONSTRUCTION PHASING PLAN VI
CP-8	CONSTRUCTION PHASING PLAN VII
CP-9	CONSTRUCTION PHASING PLAN VIII
CP-10	CONSTRUCTION PHASING PLAN IX

LOCATION PLAN
SCALE: 1"=15,000'

CITY OF OCOEE
1 N BLUFORD AVE, OCOEE, FL 34761
407-905-3100

MAYOR: RUSTY JOHNSON

DISTRICT 1 COMMISSIONER: SCOTT R. KENNEDY

DISTRICT 2 COMMISSIONER: ROSEMARY WILSEN

DISTRICT 3 COMMISSIONER: RICHARD FIRSTNER

DISTRICT 4 COMMISSIONER: GEORGE OLIVER III

CITY MANAGER: CRAIG SHADRIX

ASSISTANT CITY MANAGER: MICHAEL RUMER

CITY OF OCOEE UTILITIES DEPARTMENT
1800 A.D. MIMS ROAD, OCOEE, FL, 34761
407-905-3159
DIRECTOR: JENNIFER BOLLING, P.E.
ASSISTANT DIRECTOR: TRENT HOPPER

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WP PROJECT No. 21787

LAST SAVED BY: JAMES.PICKERING 2/27/2026 11:01 AM

STANDARD GENERAL TEMPORARY TRAFFIC CONTROL NOTES:

1. TEMPORARY TRAFFIC CONTROL (TTC) SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION AND REVISIONS) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS FOR ROAD CONSTRUCTION (LATEST EDITION AND REVISIONS).
2. CONTRACTOR SHALL UTILIZE THE PROVIDED CONSTRUCTION PHASING PLANS TO DEVELOP A TEMPORARY TRAFFIC CONTROL PLAN FOR SUBMITTAL. THE PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2023 EDITION) AND FDOT STANDARD PLANS FOR ROAD CONSTRUCTION (FY 2025-26).
3. THE DESIGN OF THE TTC PLAN SHALL INCLUDE ALL SIGNS, BARRIERS, CHANNELIZING DEVICES, PAVEMENT MARKINGS, ETC. FOR THE SAFE PASSAGE OF VEHICULAR TRAFFIC THROUGH THE PROJECT AND FOR THE PROTECTION OF THE WORKERS.
4. THE TTC PLAN SHALL BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER AND APPROVED BY ORANGE COUNTY AND THE CITY OF OCOEE PRIOR TO IMPLEMENTATION.
5. ORANGE COUNTY AND THE CITY OF OCOEE RESERVES THE RIGHT TO REQUIRE ADDITIONAL DEVICES AND/OR CHANGES TO THE TTC PLAN BASED UPON CHANGING TRAFFIC CONDITIONS.
6. LOCAL RESIDENTIAL/BUSINESS ACCESS SHALL BE MAINTAINED AT ALL TIMES. CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE RESIDENTS/BUSINESSES AFFECTED BY CONSTRUCTION ACTIVITIES, ONE (1) WEEK IN ADVANCE OF THE START OF ANY STEP OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE COPIES OF THE NOTIFICATION TO THE TRAFFIC CONTROL MANAGER PRIOR TO DISTRIBUTION.
7. ALL SIGNS AND TRAFFIC CONTROL DEVICES SHALL BE NEW OR LIKE NEW CONDITION. ALL SIGNS SHALL BE POST MOUNTED UNLESS OTHERWISE INDICATED.
8. CHANNELIZING DRUMS SHALL BE USED ON NEWLY PAVED ROADWAYS.
9. PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) IF REQUIRED SHALL BE IN PLACE A MINIMUM OF 2 WEEKS PRIOR TO IMPLEMENTING ANY TRAFFIC CONTROL.
10. BARRIERS MAY BE REQUIRED TO PROTECT DROP OFFS OR ABOVE GROUND HAZARDS. ALL BARRIERS SHALL BE INSTALLED PER FDOT SPECIFICATIONS.
11. DURING NON-WORKING HOURS, NO EQUIPMENT, VEHICLES OR MATERIAL SHALL BE PARKED OR STORED WITHIN THE CLEAR ZONE OF A ROADWAY OPEN TO VEHICULAR TRAFFIC.
12. EXISTING REGULATORY AND WARNING SIGNS ARE TO BE MAINTAINED AT ALL TIMES UNLESS OTHERWISE NOTED.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING EACH EMPLOYEE SUPERVISING THE SELECTION AND PLACEMENT OF TTC DEVICES SHALL BE PROPERLY TRAINED BY ATTENDING AND SUCCESSFULLY COMPLETING A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) APPROVED TTC COURSE. THE TRAINING SHALL BE AT A LEVEL APPLICABLE TO THE EMPLOYEE'S LEVEL OF INVOLVEMENT. COPIES OF CERTIFICATIONS SHALL BE PROVIDED TO THE ENGINEER PRIOR TO IMPLEMENTING ANY STEP OF TTC.
14. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL SUPERVISOR (TCS) WHO IS RESPONSIBLE FOR INITIATING, INSTALLING AND MAINTAINING ALL TRAFFIC CONTROL DEVICES.
15. THE TCS SHALL BE AVAILABLE ON A 24-HOUR PER DAY BASIS, PARTICIPATE IN ALL CHANGES TO TRAFFIC CONTROL AND REVIEW THE PROJECT ON A DAY-TO-DAY BASIS.
16. THE TCS SHALL BE PRESENT DURING THE INITIAL SETUP OF THE TTC PLAN AND ALL SUBSEQUENT STEPS OR CHANGES TO THE TRAFFIC CONTROL.
17. THE TCS SHALL IMMEDIATELY CORRECT ALL DEFICIENCIES.
18. THE CONTRACTOR SHALL ENSURE THE TCS BE AVAILABLE ON SITE WITHIN 45 MINUTES OF NOTIFICATION OF AN EMERGENCY SITUATION AND IS PREPARED TO RESPOND TO AND CORRECT THE TRAFFIC CONTROL OR PROVIDE ALTERNATE ARRANGEMENTS FOR CORRECTIVE ACTIONS.
19. THE TCS SHALL BE RESPONSIBLE FOR PERFORMING WEEKLY, DAYTIME AND NIGHTTIME INSPECTIONS OF ALL TRAFFIC CONTROL DEVICES AND TRAFFIC FLOW MOVEMENT THROUGH THE WORK AREA AND BUSINESS ACCOMMODATIONS.
20. ORANGE COUNTY AND THE CITY OF OCOEE MAY DISQUALIFY AND REMOVE FROM THE PROJECT A TRAFFIC CONTROL SUPERVISOR THAT FAILS TO COMPLY WITH THESE PROVISIONS. THE FLORIDA DEPARTMENT OF TRANSPORTATION MAY ALSO SUSPEND ALL WORK ACTIVITIES UNTIL CORRECTIVE ACTIONS HAVE BEEN COMPLETED.

SPECIFIC TEMPORARY TRAFFIC CONTROL NOTES:

1. THE CONTRACTOR IS REQUIRED TO COMPLY WITH THE FDOT STANDARD PLANS THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION. IF THE FDOT STANDARD PLANS REFERENCED IN THESE CONSTRUCTION PHASING PLANS BECOME OBSOLETE, THE CONTRACTOR SHALL PROVIDE UPDATED TTC PLANS THAT ARE PREPARED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER WHO HOLDS A CURRENT FDOT ADVANCED TTC CERTIFICATION FOR REVIEW AND APPROVAL BY ORANGE COUNTY AND THE CITY OF OCOEE PRIOR TO ANY TTC OPERATIONS.
2. TTC SHALL COMPLY WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2025-26 EDITION) SECTION 102.
3. CONTRACTOR SHALL COORDINATE WITH OTHER PROJECTS IN THE VICINITY AND ADJUST TTC SIGNAGE AND DEVICES TO ENSURE NO CONFLICTING MESSAGES/DIRECTIONS TO THE ROADWAY USERS.

TEMPORARY TRAFFIC CONTROL SUBMITTAL REQUIREMENT:

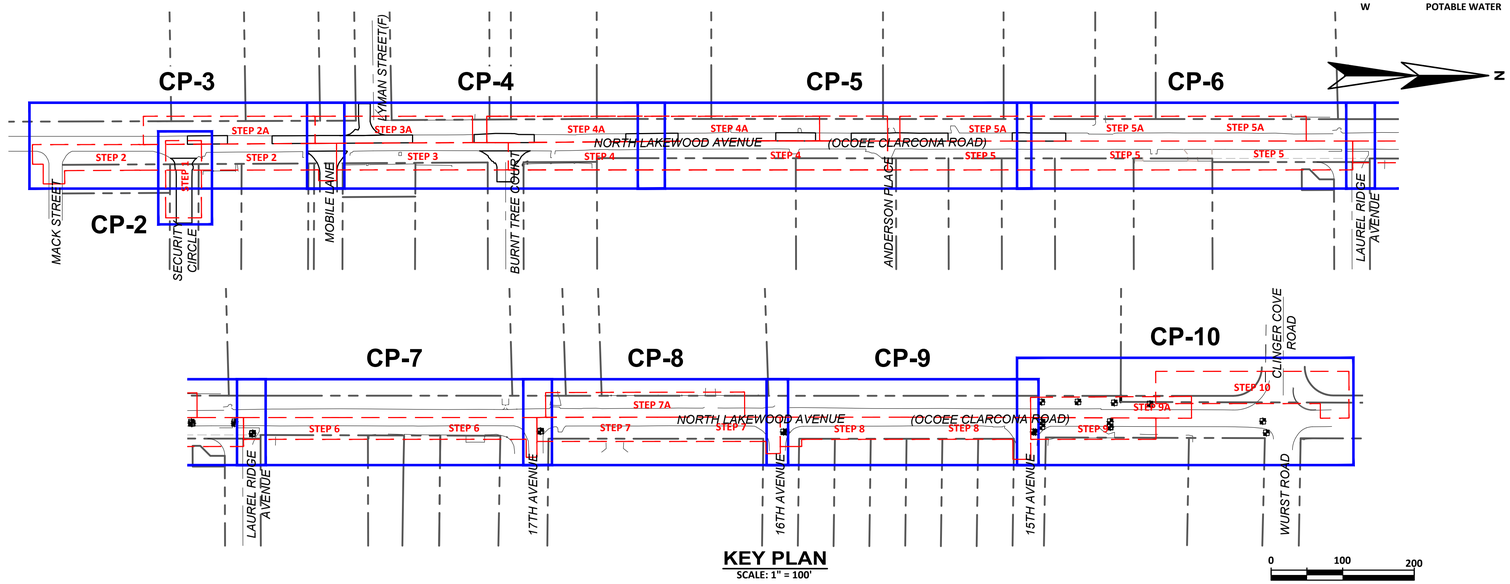
1. THE CONTRACTOR SHALL SUBMIT A SIGNED AND SEALED TEMPORARY TRAFFIC CONTROL PLAN BY A FLORIDA LICENSED PROFESSIONAL ENGINEER WHO HOLDS A FLORIDA DEPARTMENT OF TRANSPORTATION ADVANCED TEMPORARY TRAFFIC CONTROL CERTIFICATE FOR EXECUTION OF CONSTRUCTION DURING THE PRECONSTRUCTION SUBMITTAL PROCESS. THE TEMPORARY TRAFFIC CONTROL PLAN SHALL BE REVIEWED AND APPROVED BY THE ENGINEER, ORANGE COUNTY, AND THE CITY OF OCOEE PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

CIVIL ABBREVIATIONS

&	AND
Ø, DIA	DIAMETER
#, NO	NUMBER
AC	ASBESTOS CEMENT
APP'D	APPROVED
BR	BRICK
BLDG	BUILDING
CB	CATCH BASIN
CEN	CENTER
CFS	CUBIC FEET PER SECOND
CI	CAST IRON
CIPP	CURED-IN-PLACE-PIPE
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
COR	CORNER
CPE	CORRUGATED POLYETHYLENE PIPE
CY	CUBIC YARD
DEMO	DEMOLITION
DMH	DRAIN MANHOLE
DI	DUCTILE IRON
DR	DRAIN
DWG	DRAWING
EL	ELEVATION
EMH	ELECTRIC MANHOLE
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
FM	FORCE MAIN
FT	FEET
G	GAS
HDPE	HIGH DENSITY POLYETHYLENE
HYD	HYDRANT
IN	INCH
INF	INFLUENT
INV	INVERT
LB	POUNDS
LF	LINEAR FOOT
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MW	MONITORING WELL
N	NORTH
NGVD	NATIONAL GEODETIC VERTICAL DATUM
N/A	NOT AVAILABLE/APPLICABLE
NTS	NOT TO SCALE
OD	OUTSIDE DIAMETER
OUT	OUTFALL
PC	PERFORATED CLAY
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PS	PRIMARY SLUDGE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
REQ'D	REQUIRED
S	SLOPE, SEWER
SD	STORM DRAIN
SF	SQUARE FEET
SMH	SANITARY SEWER MANHOLE
SQ	SQUARE
STA	STATION
T, XFMR	TRANSFORMER
TBM	TEMPORARY BENCH MARK
THK	THICKNESS
TOS	TOP OF STRUCTURE
TYP	TYPICAL
UD	UNDERDRAIN
UG	UNDERGROUND
UGE	UNDERGROUND ELECTRIC
VC	VITRIFIED CLAY
VF	VERTICAL FOOT
W/	WITH
W	POTABLE WATER

LEGEND

	EXISTING	PROPOSED
PROPERTY/ROW LINE		
SETBACK LINE		
EASEMENT LINE		
CENTERLINE		
EDGE OF PAVEMENT		
CURBING		
EDGE OF GRAVEL		
EDGE OF CONCRETE		
CONTOUR	122	123
BUILDING		
STONEWALL		
TREELINE		
CHAIN LINK FENCE		
STOCKADE FENCE		
BARB WIRE FENCE		
RETAINING WALL		
GUARDRAIL		
SEWER	8"	8"S
SEWER FORCE MAIN	4"	4"FM
GAS	4"	4"G
WATER	8"	8"W
STORM DRAIN	15"	15"SD
UNDERDRAIN	6"	6"UD
CULVERT	12" CMP	12" CMP
UNDERGROUND ELECTRIC	UGE	UGE
OVERHEAD ELECTRIC	OHE	OHE
UNDERGROUND TELEPHONE	UGT	UGT
UNDERGROUND CABLE TV	CATV	CATV
IRON PIPE/REBAR		
DRILLHOLE		
MONUMENT		
SURVEY CONTROL POINT		
SPOT ELEVATION	124.6	134.5
SEWER MANHOLE	SMH	SMH
DRAINAGE MANHOLE	DMH	DMH
CATCH BASIN	CB CB CB	CB CB
ELECTRIC MANHOLE	EMH	EMH
TELEPHONE MANHOLE	TMH	TMH
SHUTOFF VALVE		
WATER SERVICE SHUTOFF		
YARD HYDRANT		
HYDRANT		
GAS SERVICE SHUTOFF		
GAS GATE VALVE		
UTILITY POLE		
UTILITY POLE W/ GUY		
UTILITY POLE W/ LIGHT		
LIGHT POLE		
BOLLARD		
FLAGPOLE		
CONIFEROUS TREE		
DECIDUOUS TREE		
SHRUB		
WETLAND FLAG		
EDGE OF WATER		
STREAM		
EDGE OF WETLANDS		
FLOODPLAIN		
WETLANDS		
DRAINAGE FLOW		
DRAINAGE SWALE		
PAVEMENT MARKINGS		
SIGN		
MAILBOX	MB	
TEMPORARY BENCH MARK		
TEST PIT	TP	
TEST BORING	B	
TEST PROBE	P	
MONITORING WELL	MW	
LIMIT OF WORK		
SILT FENCE		
RIPRAP		
RAILROAD		
MATCHLINE		
ROCK OUTCROP		



KEY PLAN
SCALE: 1" = 100'

NO	REVISIONS	APP'D	DATE
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PROJECT NO: 21787
DESIGNED: M.O'BRIEN
CAD COORD: D.METZ
CAD: J.PICKERING
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
CONSTRUCTION PHASING

CONSTRUCTION PHASING NOTES, LEGEND, ABBREVIATIONS AND KEY PLAN

DRAWING
CP-1

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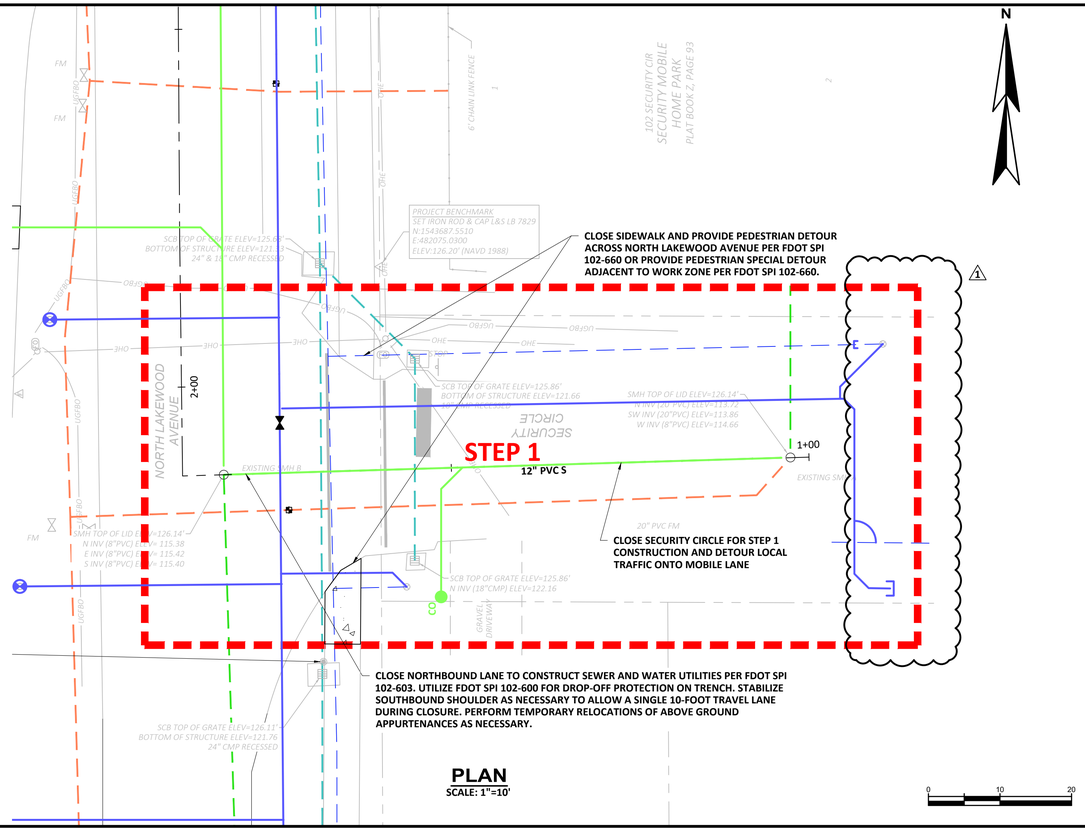
NOTE:
STABILIZED ACCESS TO DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES.
ONE LANE OF TRAFFIC SHALL BE MAINTAINED AT ALL TIMES ON NORTH LAKEWOOD AVENUE DURING STEP I CONSTRUCTION.



PLAN
SCALE: 1"=10'

NO	REVISIONS	APPD	DATE
1	REVISIONS PER CITY COMMENTS AFTER BID ISSUANCE	AS	02/26

PROJECT NO: 21787
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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
CONSTRUCTION PHASING

CONSTRUCTION PHASING PLAN I

DRAWING
CP-2

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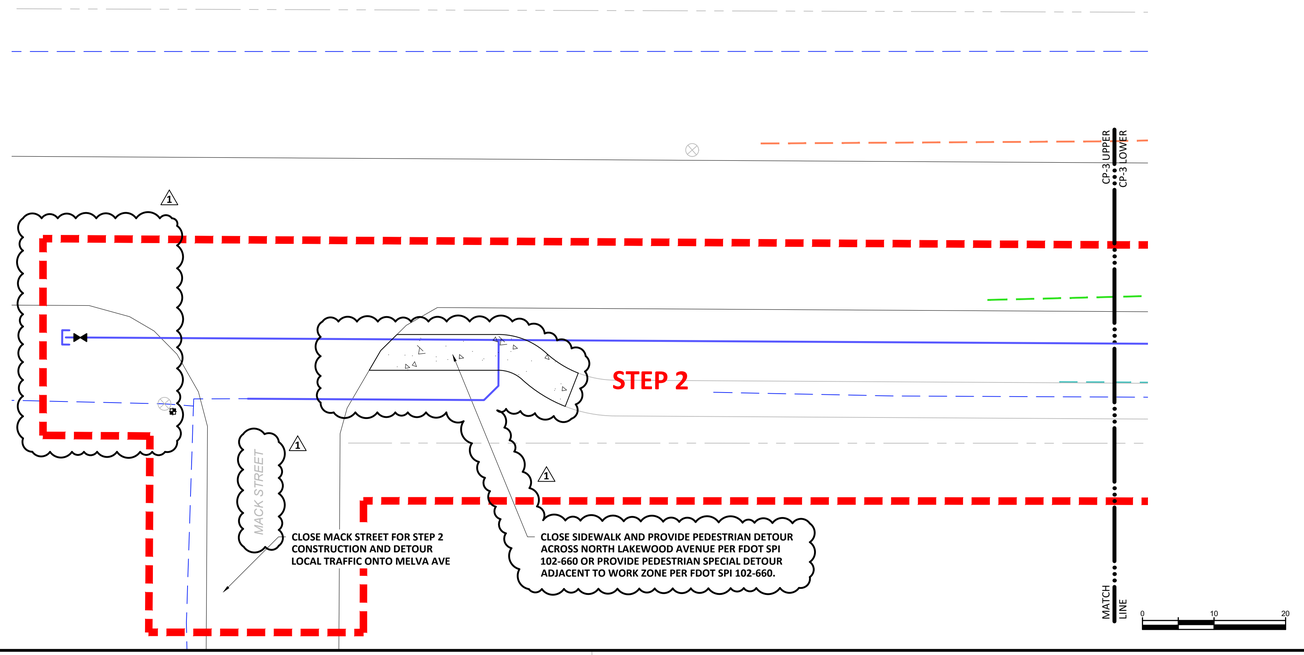

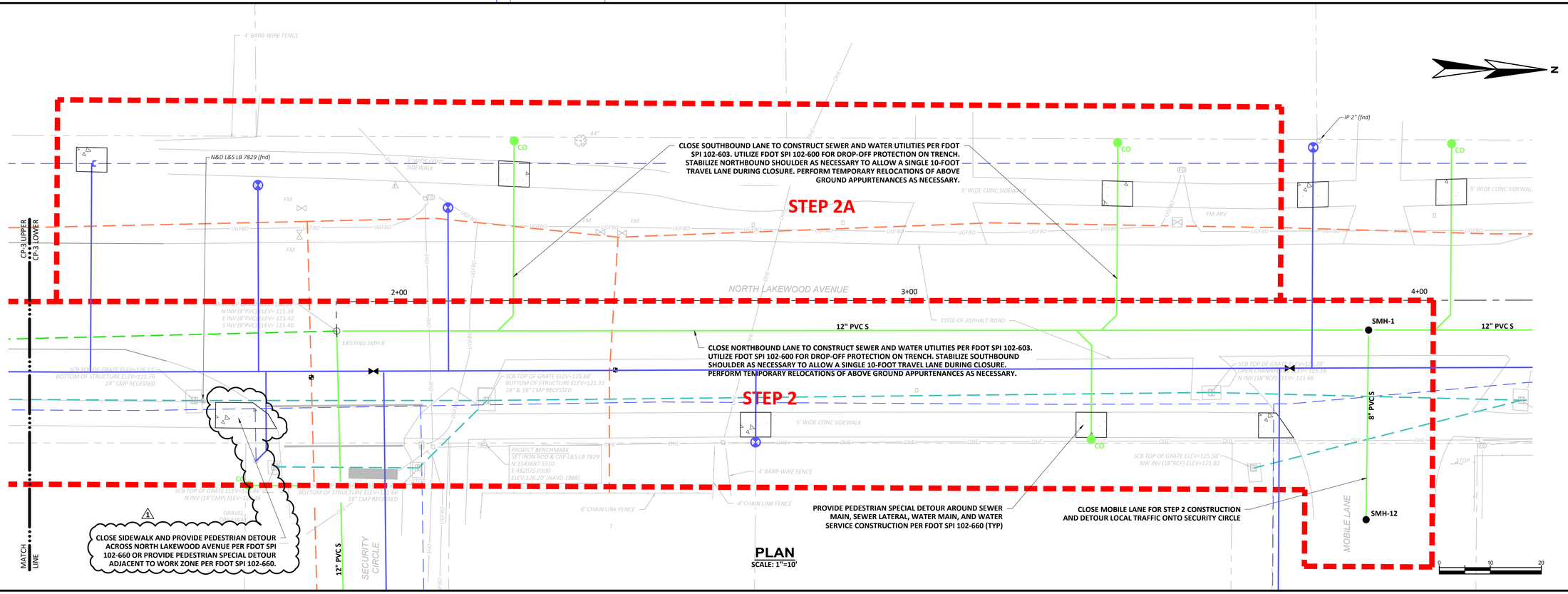

PLAN
SCALE: 1"=10'

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PROJECT NO: 21787
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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
CONSTRUCTION PHASING

CONSTRUCTION PHASING PLAN II

DRAWING
CP-3

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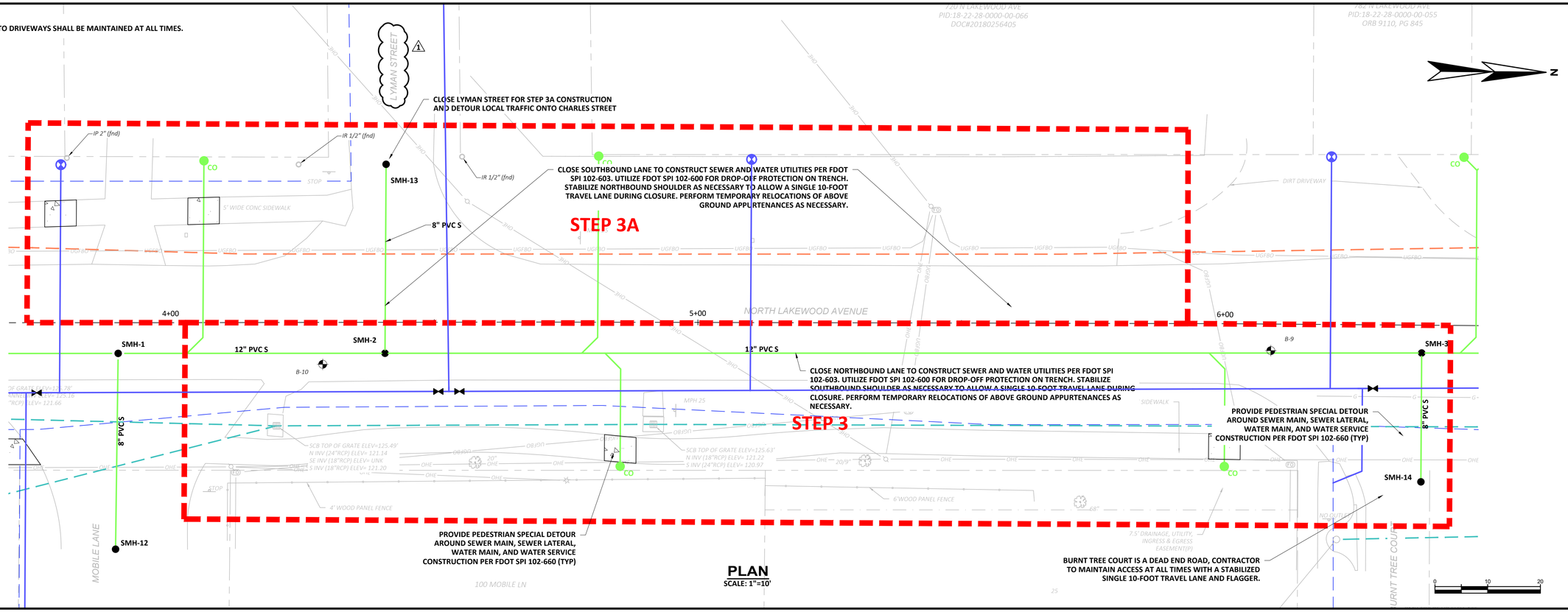
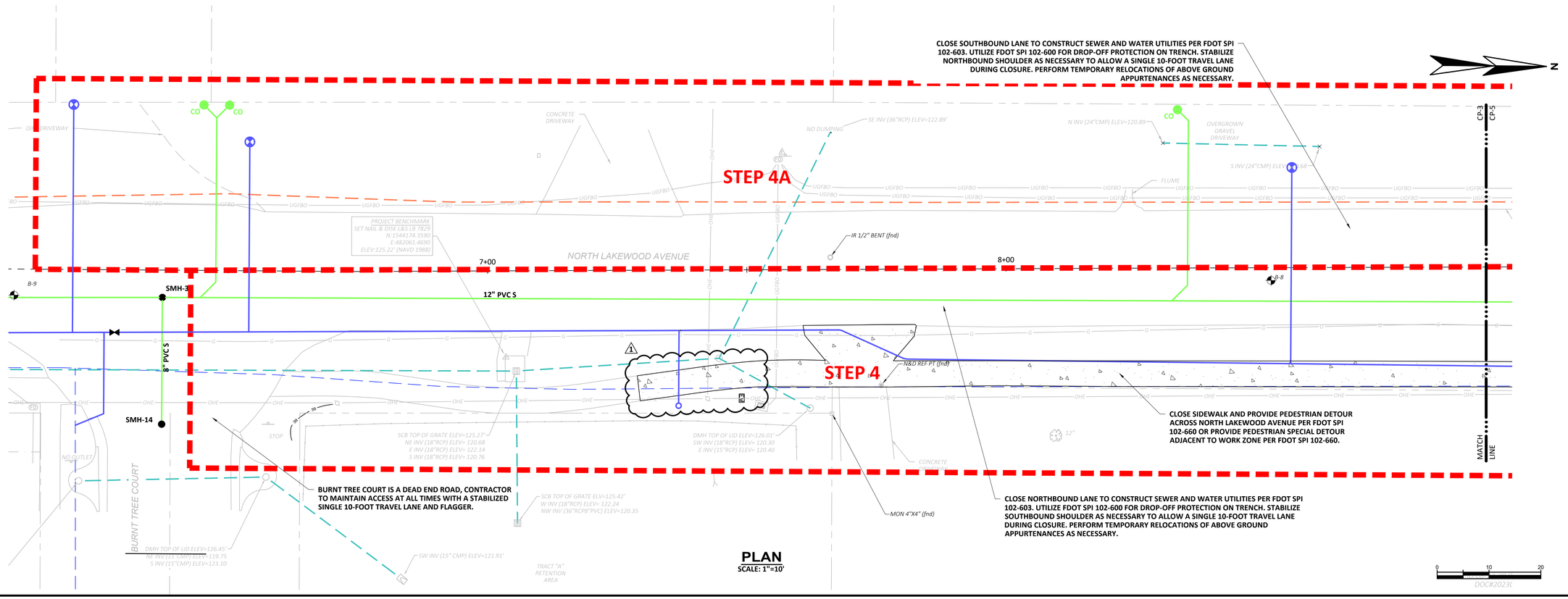
NOTE:
STABILIZED ACCESS TO DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES.





NO	REVISIONS	APP'D	DATE
1	REVISIONS PER CITY COMMENTS AFTER BID ISSUANCE	AS	02/26

PROJECT NO: 21787
DESIGNED: M.O'BRIEN
CAD COORD: D.METZ
CAD: J.PICKERING
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DATE:
APPROVED:
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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
CONSTRUCTION PHASING

CONSTRUCTION PHASING PLAN III

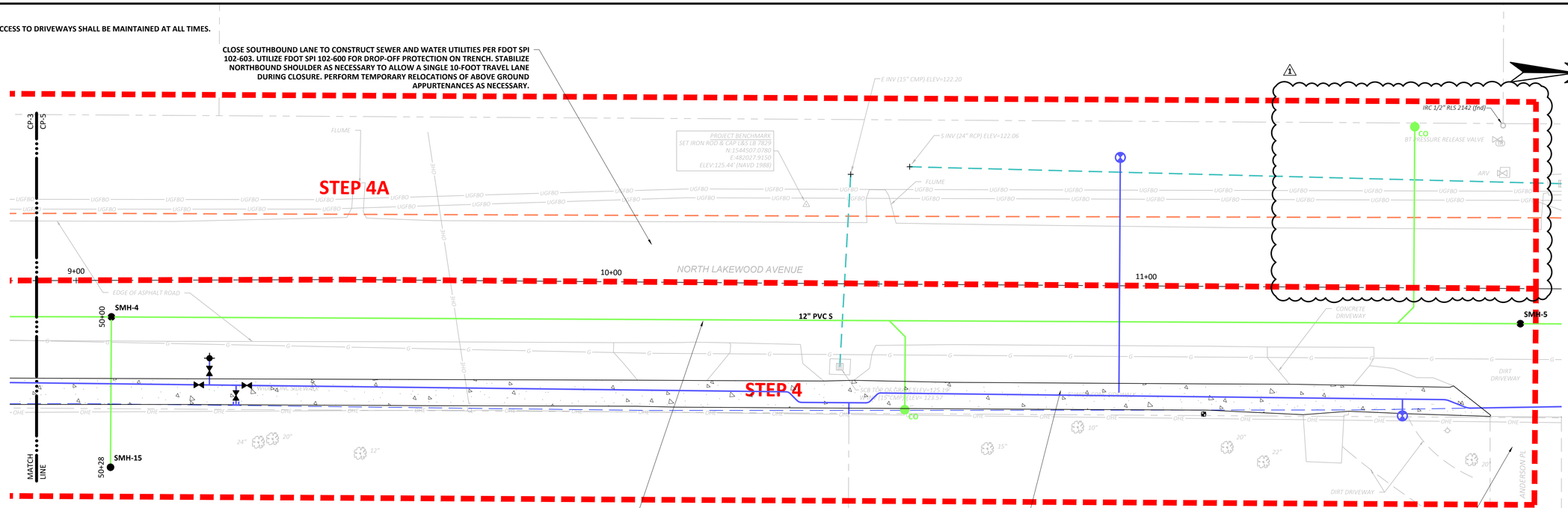
DRAWING
CP-4

I:\ENG\F\OCOEE\21787-LAKEWOODAVEGRAVITYSEWERPHASE1_DRAWINGS\CIV\21787-CS-MOTPLAN.DWG | 21787-CS-MOTPlan-II | 1:2.5849 | --- | 2/27/2026 11:21:13 AM | JAMES.PICKERING

LAST SAVED BY: JAMES.PICKERING 2/27/2026 10:47 AM

NOTE:
STABILIZED ACCESS TO DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES.

CLOSE SOUTHBOUND LANE TO CONSTRUCT SEWER AND WATER UTILITIES PER FDOT SPI 102-603. UTILIZE FDOT SPI 102-600 FOR DROP-OFF PROTECTION ON TRENCH. STABILIZE NORTHBOUND SHOULDER AS NECESSARY TO ALLOW A SINGLE 10-FOOT TRAVEL LANE DURING CLOSURE. PERFORM TEMPORARY RELOCATIONS OF ABOVE GROUND APPURTENANCES AS NECESSARY.



CLOSE NORTHBOUND LANE TO CONSTRUCT SEWER AND WATER UTILITIES PER FDOT SPI 102-603. UTILIZE FDOT SPI 102-600 FOR DROP-OFF PROTECTION ON TRENCH. STABILIZE SOUTHBOUND SHOULDER AS NECESSARY TO ALLOW A SINGLE 10-FOOT TRAVEL LANE DURING CLOSURE. PERFORM TEMPORARY RELOCATIONS OF ABOVE GROUND APPURTENANCES AS NECESSARY.

CLOSE SIDEWALK AND PROVIDE PEDESTRIAN DETOUR ACROSS NORTH LAKEWOOD AVENUE PER FDOT SPI 102-660 OR PROVIDE PEDESTRIAN SPECIAL DETOUR ADJACENT TO WORK ZONE PER FDOT SPI 102-660.

ANDERSON PLACE IS A DEAD END ROAD, CONTRACTOR TO MAINTAIN ACCESS AT ALL TIMES WITH A STABILIZED SINGLE 10-FOOT TRAVEL LANE AND FLAGGER.

PLAN
SCALE: 1"=10'

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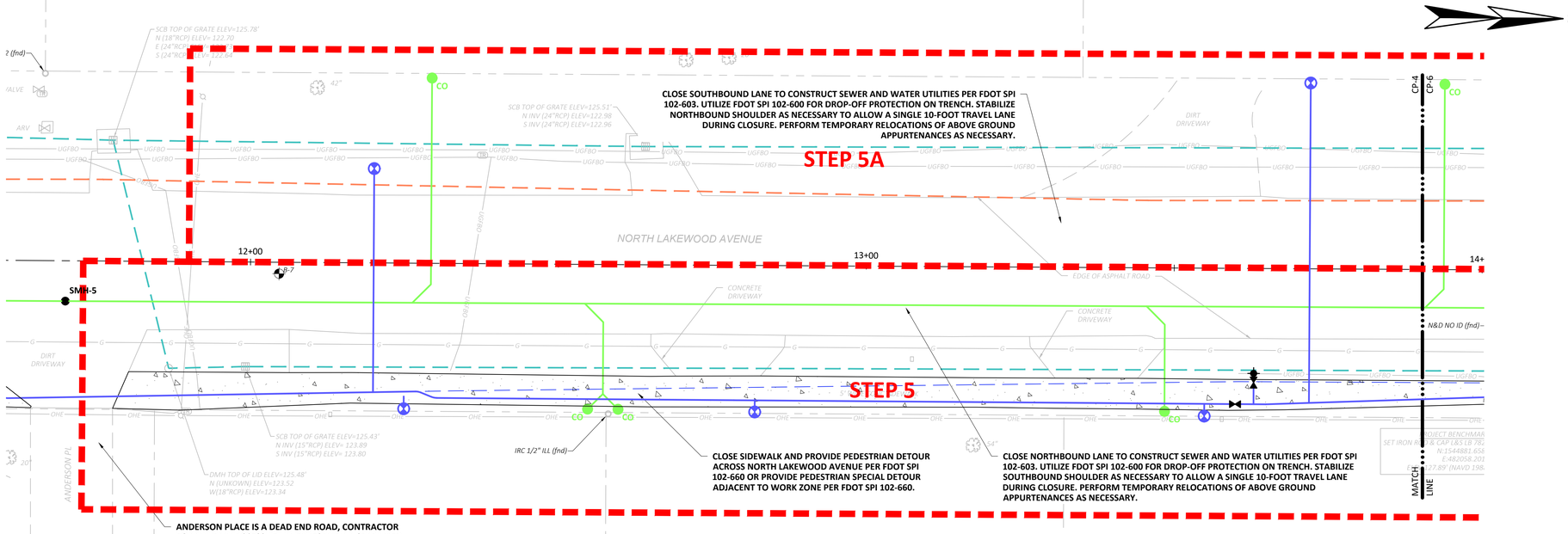

CLOSE SOUTHBOUND LANE TO CONSTRUCT SEWER AND WATER UTILITIES PER FDOT SPI 102-603. UTILIZE FDOT SPI 102-600 FOR DROP-OFF PROTECTION ON TRENCH. STABILIZE NORTHBOUND SHOULDER AS NECESSARY TO ALLOW A SINGLE 10-FOOT TRAVEL LANE DURING CLOSURE. PERFORM TEMPORARY RELOCATIONS OF ABOVE GROUND APPURTENANCES AS NECESSARY.

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ANDERSON PLACE IS A DEAD END ROAD, CONTRACTOR TO MAINTAIN ACCESS AT ALL TIMES WITH A STABILIZED SINGLE 10-FOOT TRAVEL LANE AND FLAGGER.

PLAN
SCALE: 1"=10'

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NO	REVISIONS	APP'D	DATE
1	REVISIONS PER CITY COMMENTS AFTER BID ISSUANCE	AS	02/26

PROJECT NO: 21787
DESIGNED: M.O'BRIEN
CAD COORD: D.METZ
CAD: J.PICKERING
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
CONSTRUCTION PHASING

CONSTRUCTION PHASING PLAN IV

DRAWING
CP-5

J:\ENGF\OCOEE\21787-LAKEWOODAVEGRAVITYSEWERPHASE1_DRAWINGS\CIV\21787-CS-MOTPlan-III | 1:2.5849 | ---- | 2/27/2026 11:21:22 AM | JAMES.PICKERING

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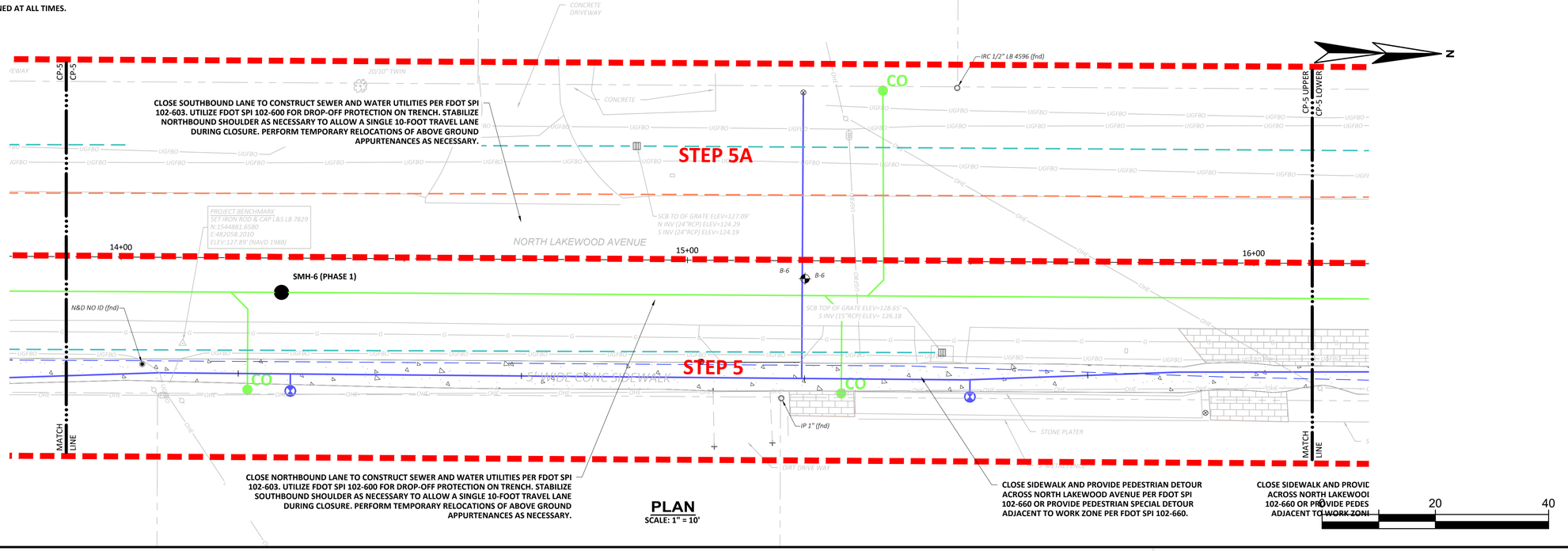
NOTE:
STABILIZED ACCESS TO DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES.



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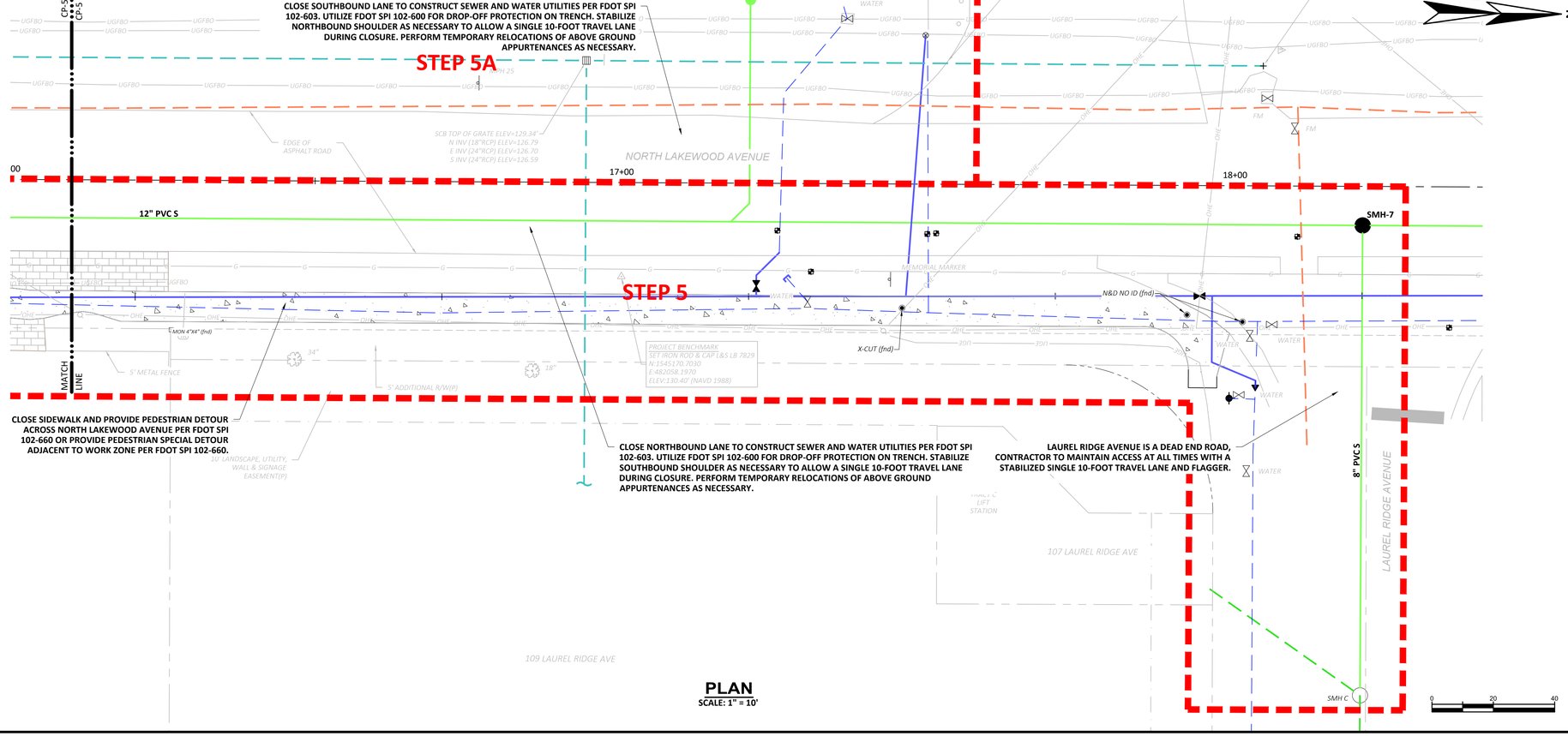

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PROJECT NO: 21787
DESIGNED: M.O'BRIEN
CAD COORD: D.METZ
CAD: J.PICKERING
CHECKED:
DATE:
APPROVED:
DATE:
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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
CONSTRUCTION PHASING

CONSTRUCTION PHASING PLAN V

DRAWING
CP-6

J:\ENGR\1\OCOEE\21788-LAKEWOODAVEGRAVITYSEWERPHASE2_DRAWINGS\CIVIL\21788-CS-MOTPLAN1.DWG | 21788-CS-MOTPlan1-I | 12.5849 | ---- | 2/27/2026 11:21:45 AM | JAMES.PICKERING

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NOTE:
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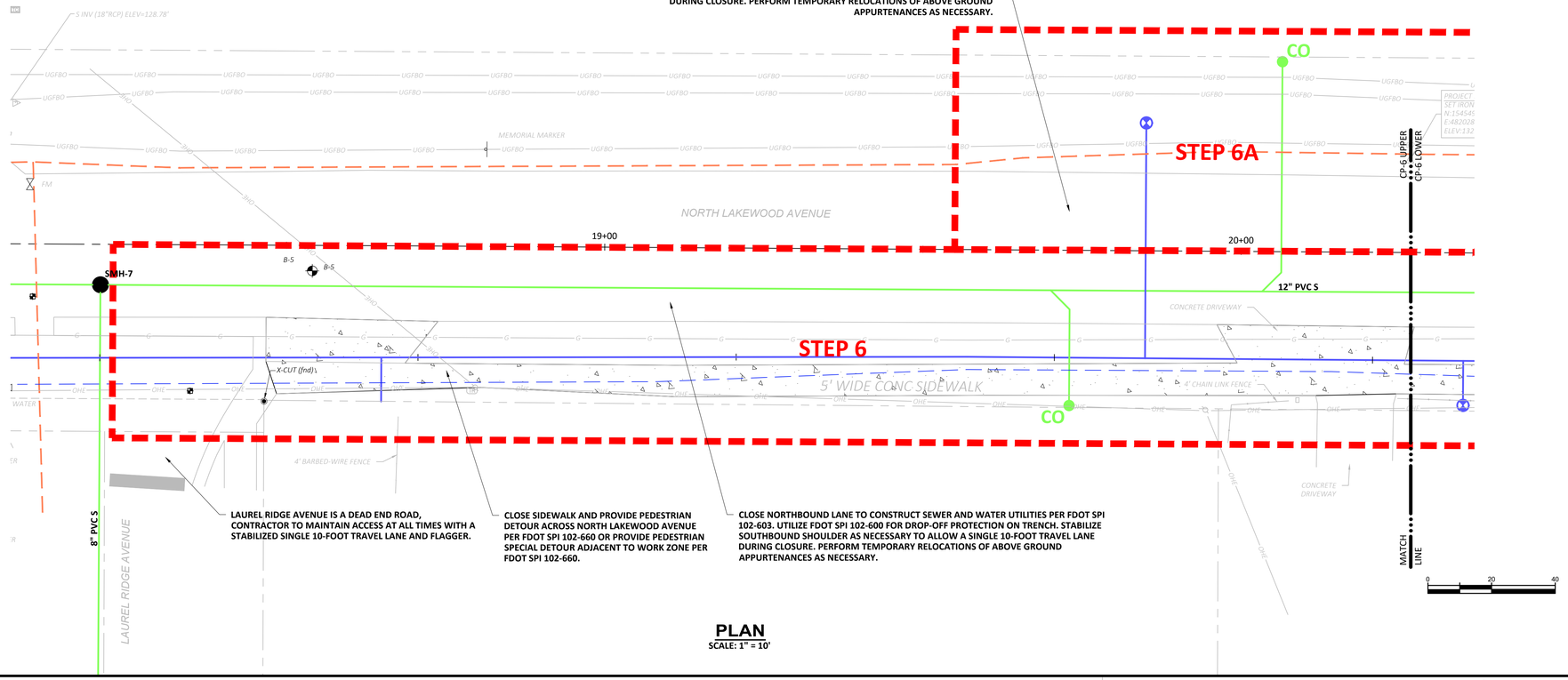

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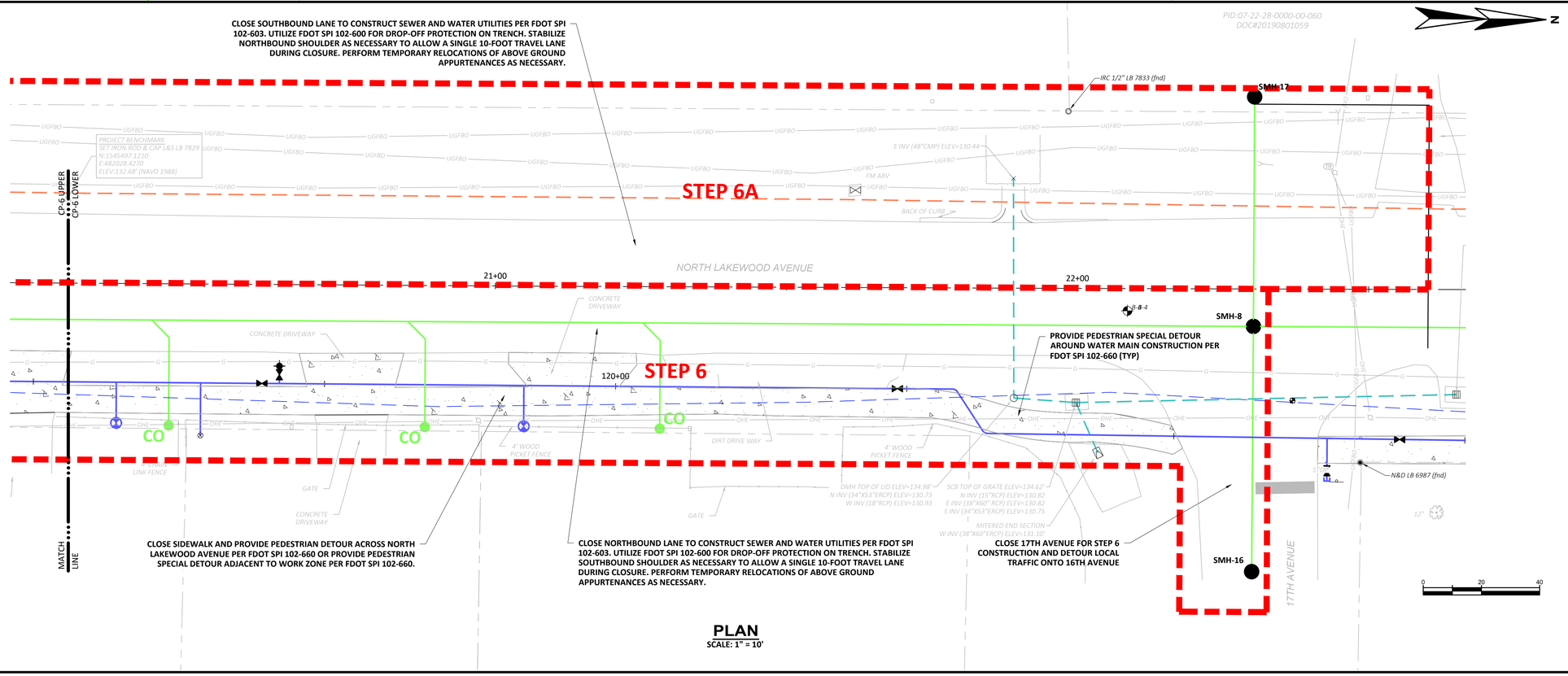

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PROJECT NO: 21787
DESIGNED: M.O'BRIEN
CAD COORD: D.METZ
CAD: J.PICKERING
CHECKED:
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APPROVED:
DATE:
SUBMISSION: CONTRACT DOCUMENTS

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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
CONSTRUCTION PHASING

CONSTRUCTION PHASING PLAN VI

DRAWING
CP-7

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NOTE:
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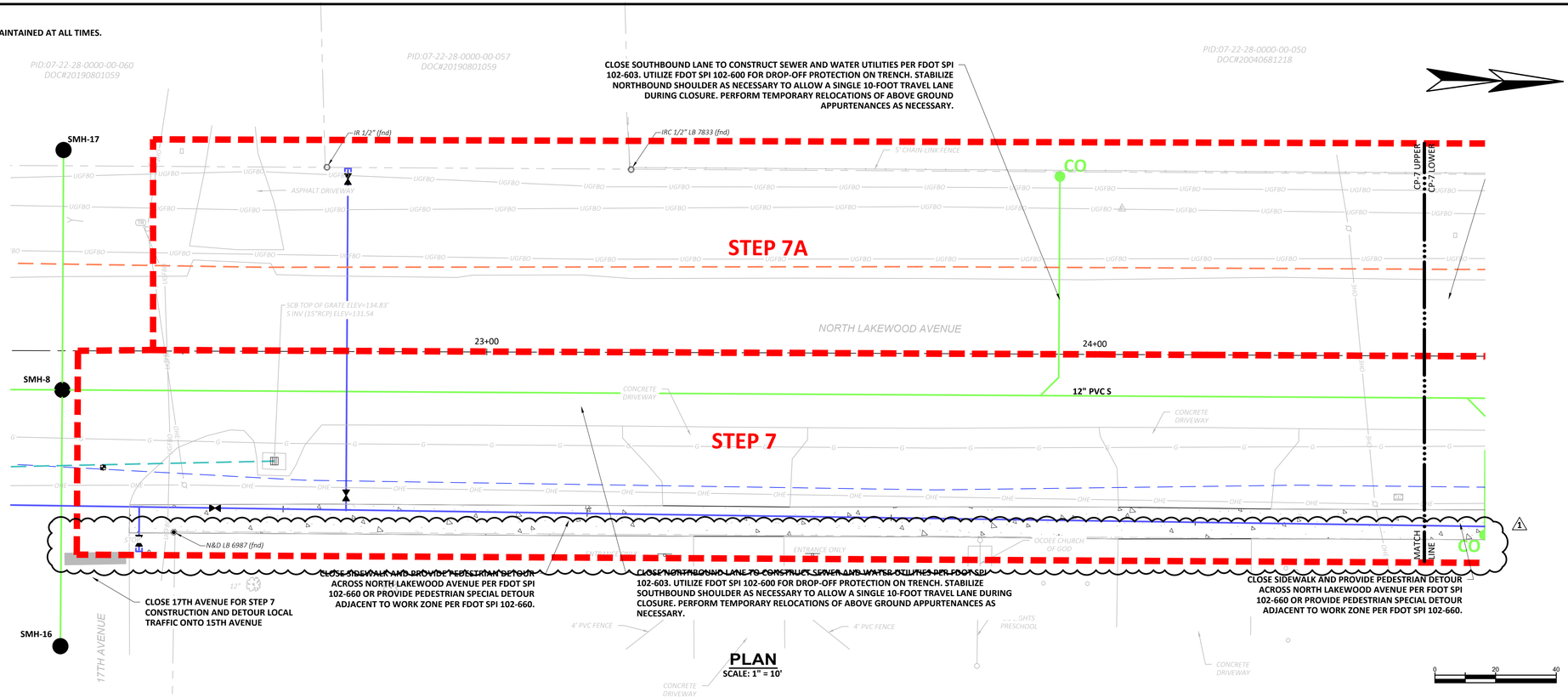

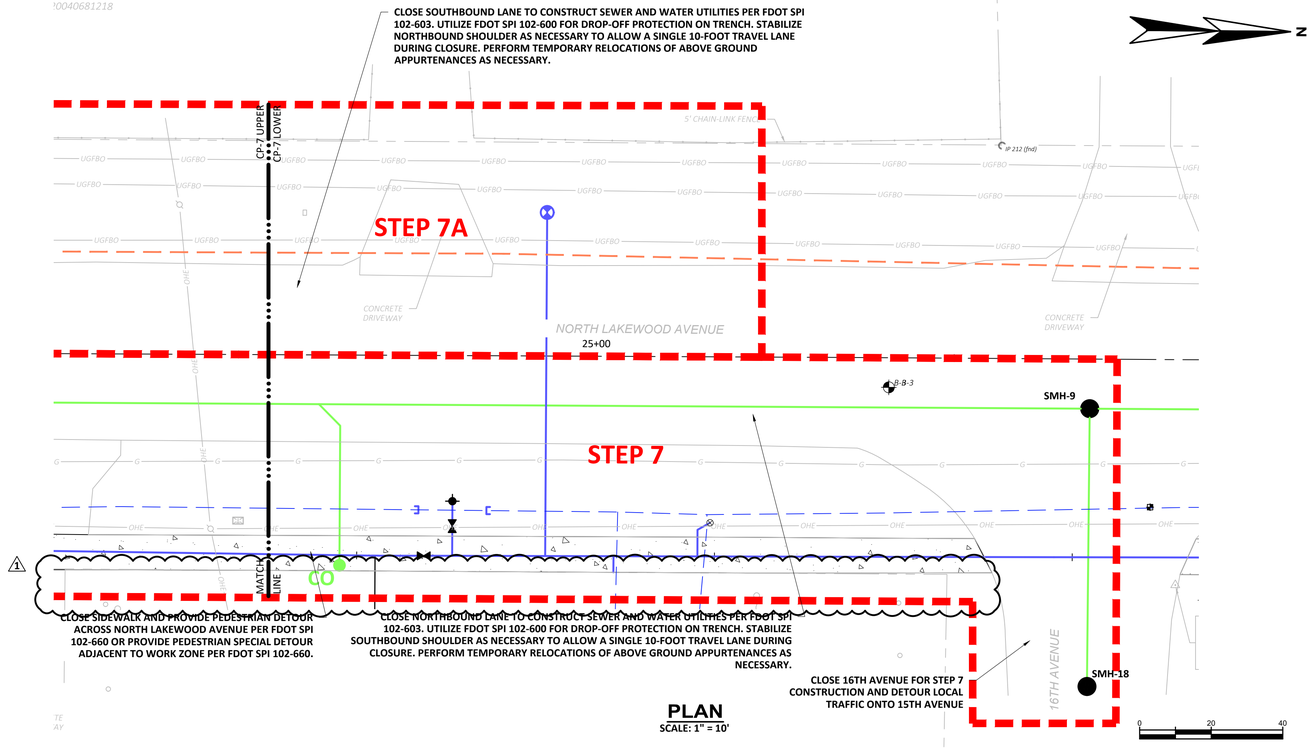

NO	REVISIONS	APP'D	DATE
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PROJECT NO: 21787
DESIGNED: M.O'BRIEN
CAD COORD: D.METZ
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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
CONSTRUCTION PHASING

CONSTRUCTION PHASING PLAN VII

DRAWING
CP-8

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NOTE:
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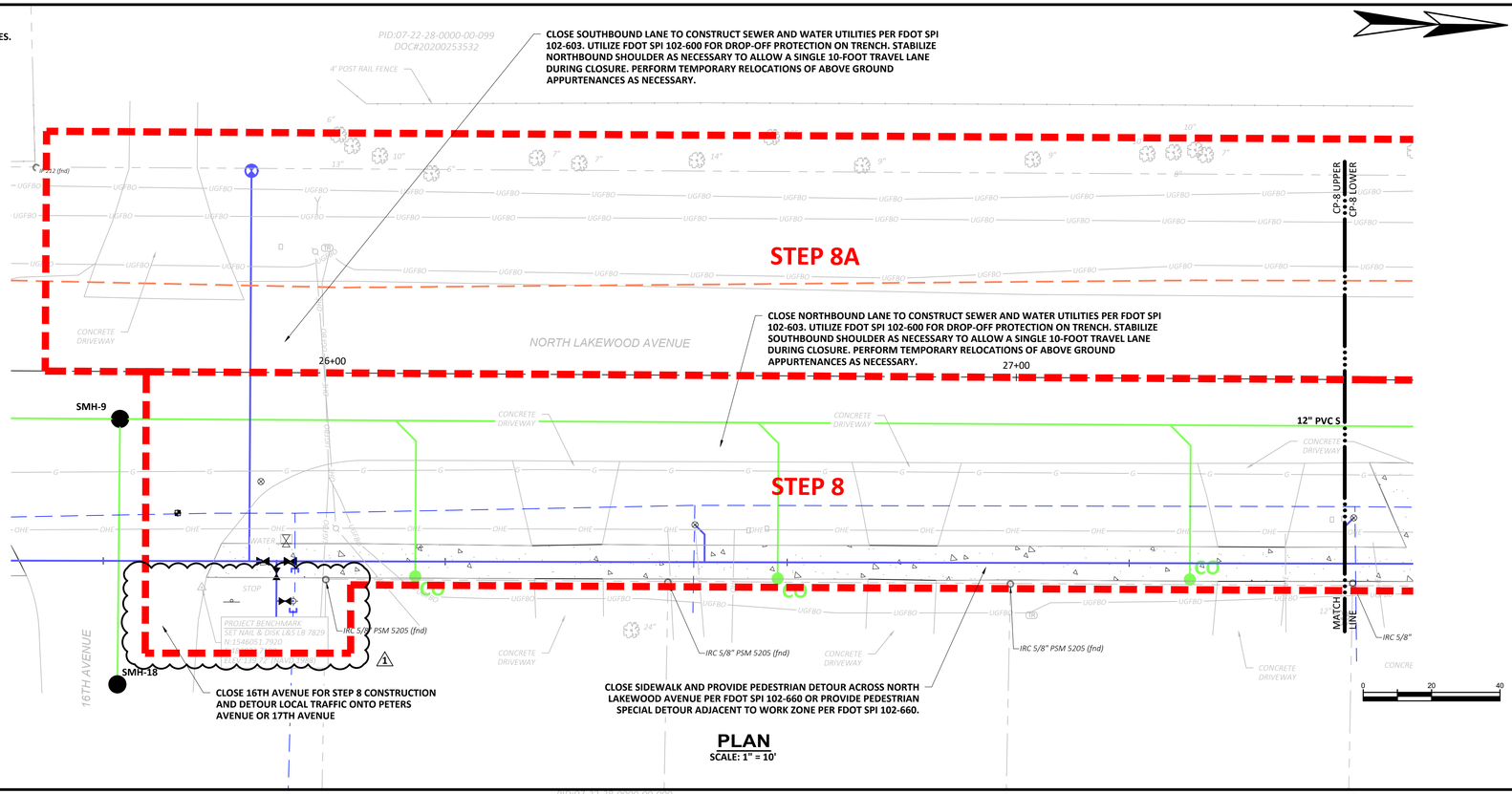

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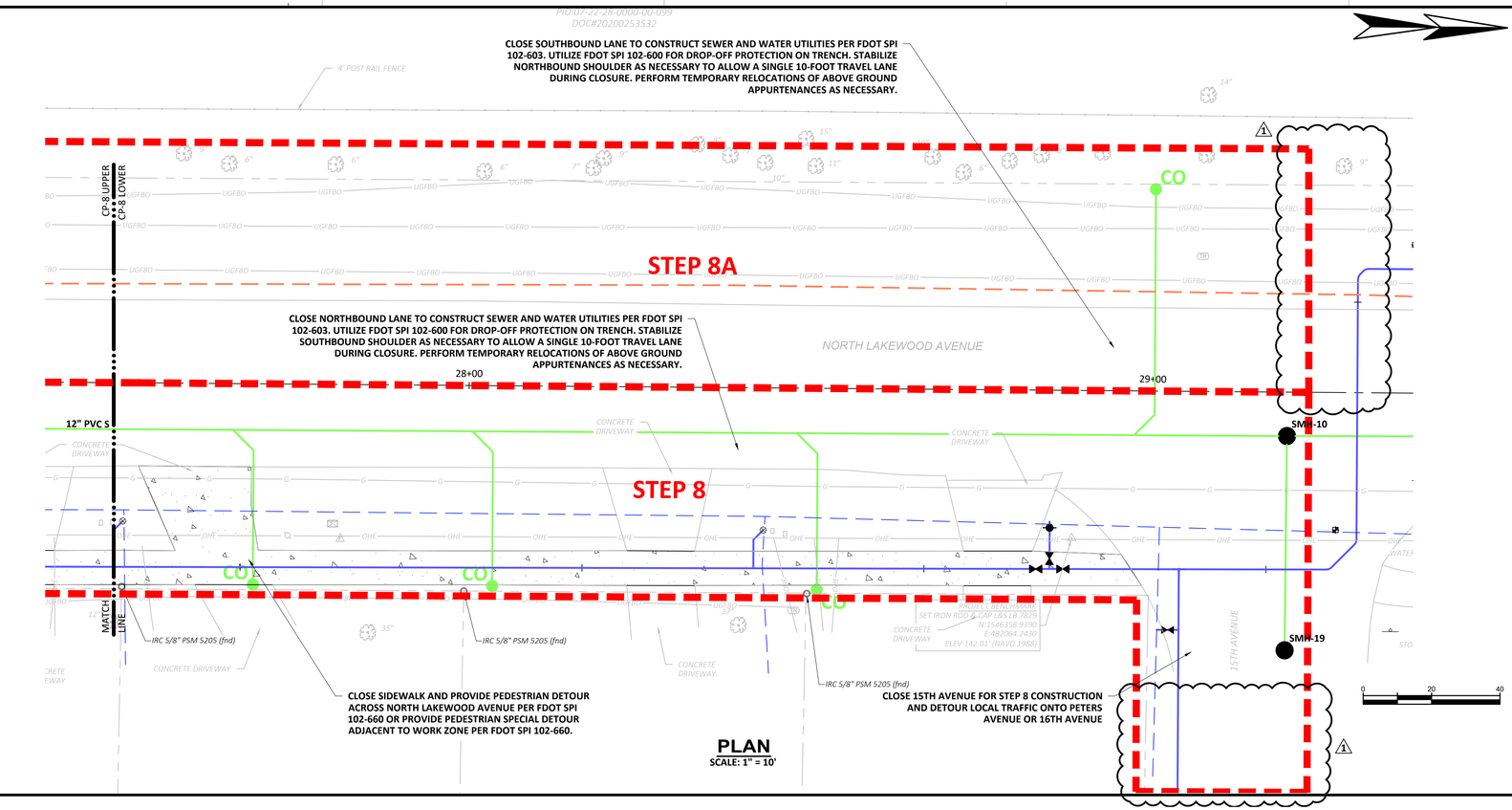

PLAN
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NO	REVISIONS	APP'D	DATE
1	REVISIONS PER CITY COMMENTS AFTER BID ISSUANCE	AS	02/26

PROJECT NO: 21787
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CAD COORD: D.METZ
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DATE:
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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
CONSTRUCTION PHASING

CONSTRUCTION PHASING PLAN VIII

DRAWING
CP-9

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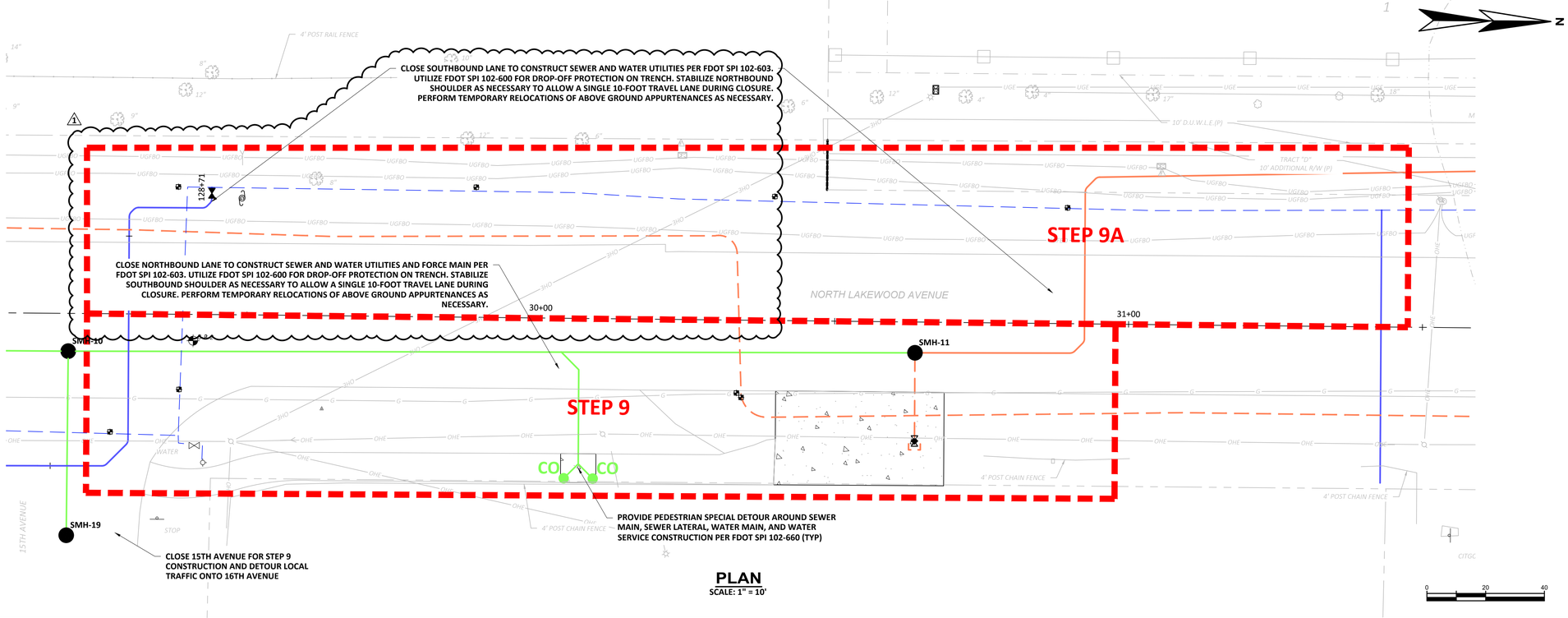
NOTE:
STABILIZED ACCESS TO DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES.



PLAN
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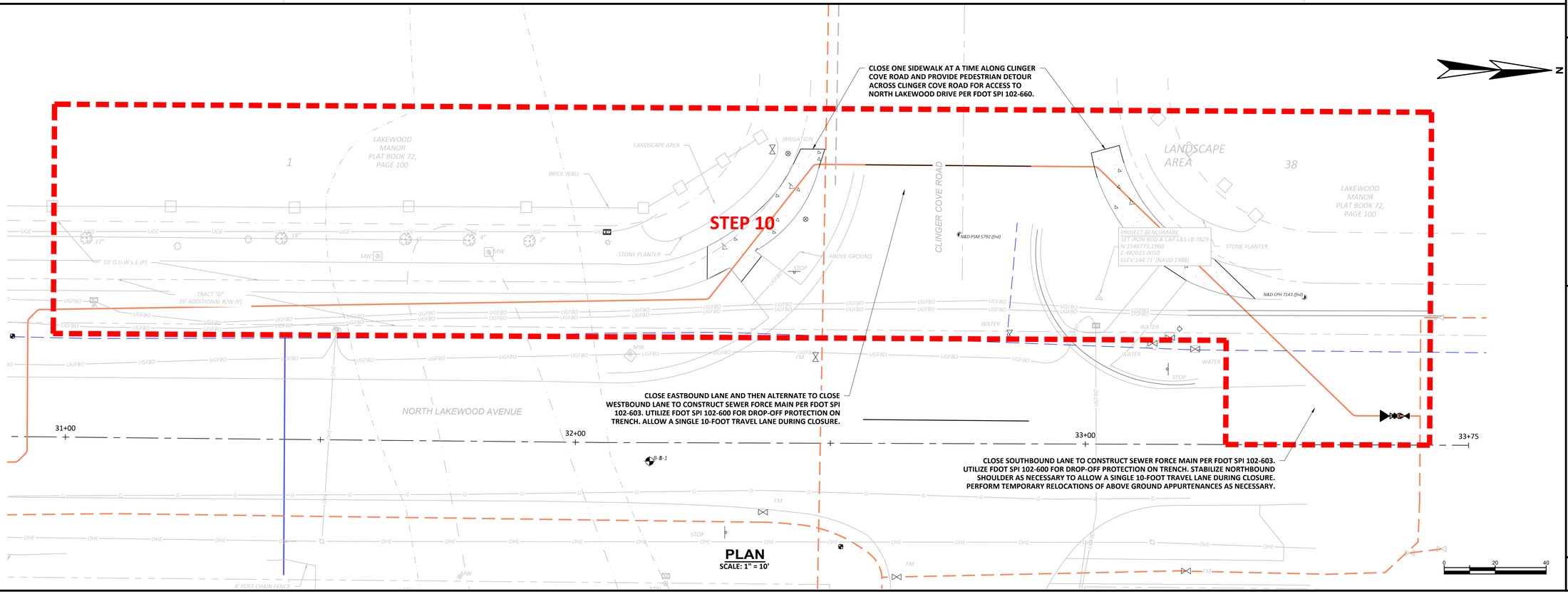

PLAN
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PROJECT NO: 21787
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CITY OF OCOEE, FLORIDA
LAKEWOOD AVENUE
CONSTRUCTION PHASING

CONSTRUCTION PHASING PLAN IX

DRAWING
CP-10

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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 26, 2026

ADDENDUM NO. TWO (2)
CITY OF OCOEE
ITB #26-004 Lakewood Avenue North Gravity Sewer Project Phase 1 & Phase 2

This addendum shall modify and become a part of the original ITB Documents for ITB #26-004. This addendum consists of ten (10) pages. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

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

1. Wright-Pierce Section 01515 – Temporary Bypass Pumping Systems

- The revised Section 01515 will be attached to this addendum.

2. Questions / Answers

Q1. Is this project subject to state bill SB 674, which went into effect on July 1, 2024?

A1. No. Florida SB 674 does not apply to this project because no State of Florida funds are used. The project is funded by federal and/or local funds only, and therefore the state iron and steel requirements under SB 674 are not triggered. Phase 2: No federal or state domestic material requirements apply.

Q2. Is this project subject to BABAA, AIS, or any other federal requirement for domestically made products?

A2. Yes, by project phase. Phase 1 is subject to federal domestic preference requirements, specifically Build America, Buy America (BABA) under the Infrastructure Investment and Jobs Act, implemented by the EPA, and American Iron and Steel (AIS) requirements for water and wastewater infrastructure. Phase 2 is not subject to federal BABA or AIS requirements.

Q3. If domestic materials will be needed, what materials will fall under this requirement?

A3. Domestic production requirements apply only to Phase 1 as follows:

- **Phase 1: Federal AIS/BABA requirements apply to iron and steel products and other covered materials permanently incorporated into the work, including pipe, fittings, valves, hydrants, manhole frames and covers, restraints, and similar appurtenances.**
- **Phase 2: No federal or state domestic material requirements apply.**

Q4. If State of Florida or Federal funds are being used, where are those funds coming from?

A4. Phase 1 is funded by an EPA federal grant, subject to federal grant conditions including BABA/AIS and Davis-Bacon labor standards, as documented in Appendix C – Federal Grant Compliance Documents of the Project Manual.
Phase 2 is funded by the City of Ocoee's capital funds (local, non-federal). No federal funds are used in Phase 2.

Q5. Please clarify the lane closure requirements. Is the contractor allowed to close the NB lane and leave it closed overnight and for the amount a days it takes to build that section? Or does the NB lane work area need to be stabilized up to the base material at the end of each shift and opened back up to nb and SB traffic?

A5. Any lane closure shall be implemented in accordance with FDOT SPI 102-603 (with drop-off protection per SPI 102-600), as noted on the plans. Maintenance of Traffic (MOT) devices shall not remain in place outside of active construction hours. During non-working hours, the Contractor shall temporarily restore and reopen the lane with a stabilized surface. Traffic control during construction periods and all restoration measures shall be detailed and submitted for review and approval as part of the Temporary Traffic Control (TTC) Plan, in accordance with Plan Sheet CP-1 and Specification Section 01570 – Traffic Regulation.

Q6. Are there any work hour restrictions (daytime or nighttime) for this job? Can the scope of work for the water and sewer construction be done during the daytime or is it only a nighttime work requirement because of traffic?

A6. Work hour restrictions are defined in the contract documents. Per the General Notes on Phase 1 Plan Sheet C-1, Note 5, and Phase 2 Plan Sheet C-001, Note 5, in the Lakewood Avenue North Gravity Sewer Project plans the following work hour limitations apply:

Standard construction hours:
10:00 AM to 8:00 PM, Monday through Friday

Maintenance of Traffic (MOT) setup:
May begin no earlier than 9:00 AM

Seasonal adjustment (June 1 through August 1):
Construction activities may occur 7:00 AM to 7:00 PM

Q7. Please clarify what this contractor will have to do to treat / discharge the groundwater that is encountered during utility excavation / installation near the old Circle K store. Will we have to set up a remediation system to treat any ground water encountered?

A7. A long-term remediation system is not required however if groundwater is encountered during construction in the area noted on the drawings the contractor must manage, test, and if needed temporarily treat it and discharge only under the proper permits/authorizations, per Section 02080A – Contaminated Soil and Waste Management and related specs in the Project Manual. The contractor is expected to submit a Dewatering & Discharge Plan that includes methods, and any temporary treatment such as filtration/GAC, sampling, discharge location/permit for review before starting work in this zone.

Q8. Will the roadway detail shown on sheet C305 be used both phase 1 and phase 2 when the roadway is rebuilt?

A8. The roadway pavement repair detail is the same for both Phase 1 and Phase 2, as shown in the respective plan sets (Sheet C-6 for Phase 1 and Sheet C-305 for Phase 2). Contractors shall follow the pavement repair detail included in the applicable phase plans. As noted within the detail, restoration requirements change south of Station 21+00, and the contractor is responsible for applying the correct pavement section based on project stationing and jurisdiction, in accordance with the notes shown on the detail.

Q9. Will the initial pavement pay item under the unit measurement of Tons be used to pay for the 3" of asphalt and one of the 3 different types of base materials that could be used to repair the roadway? Of will the base material tonnage be separated into another pay item?

A9. The Initial/Final Pavement item pays asphalt tonnage only (initial/final paving and associated paving operations); it does not pay for base. Per Section 01150B (14A/14B, 29A/29B), pavement is measured/paid by ton, while aggregate base/subbase is incidental to the utility items (pipe, manholes, services, water/force mains) which expressly include "backfilling including aggregate base and subbase material."

Q10. Please confirm that there is no existing sanitary sewer mainline or service piping to remove along Lakewood, North of the existing manhole B located at Security Circle. All Existing sanitary flow comes to sanitary manhole B from the South.

A10. There is a short section of 8" pipe north of SMH-B. The contractor will be paid for the work to replace the short section of 8" pipe north of SMH-B with 12" pipe. per Line No. 8 of Section 01150B Measurement and Payment. All existing sanitary flow currently enters SMH-A via the force main. There is no active sanitary flow within SMH-B.

Q11. How much flow comes into Sanitary manhole B? Is it all gravity or is there some forcemain services that are tied into that system? Will the contractor be able to bypass that manhole into the lift station in order to core the North hole and resize the East hole to 12"?

A11. There is no active sanitary flow within SMH-B at this time, and no force main or gravity services discharge into SMH-B. Accordingly, no sanitary flow bypass pumping at SMH-B is required to core the north manhole opening or to resize the east opening to 12 inches, as shown on the plans.

Q12. How much flow comes into Sanitary manhole C? Is it all gravity or is there some forcemain services that are tied into that system? Will the contractor be able to bypass the upstream manhole East of manhole C and pump it into MH 7 in order to take LS 46 offline"?

A12. Sanitary flow enters Sanitary Manhole C (SMH-C) by gravity from the east at approximately 8 gpm. These values are provided for reference only. The Contractor may bypass from the upstream manhole east of SMH-C to MH-7 to facilitate taking Lift Station 46 (LS-46) offline; however, the design, sizing, installation, operation, monitoring, and removal of the bypass system shall be the Contractor's responsibility. Specification Section 01515 – Temporary Bypass Pumping Systems will be issued by addendum and will define minimum requirements for bypass pumping, automation, redundancy, and operational controls. The Contractor's bypass approach shall comply with Section 01515 and the conformed contract documents.

Q13. What is the City's engineers cost estimate for this project - phase 1 and phase 2 together?

A13. The City posted the engineer's estimate in addendum #1, with a value of $5,044,000.00.

Q14. Can the contaminated groundwater be taken to the City's water treatment plant and disposed off at the plant?

A14. No. Contaminated groundwater shall not be discharged to or disposed of at the City's wastewater treatment plant. Any contaminated groundwater encountered during construction shall be managed, treated (if required), and disposed of in accordance with Section 02080A – Contaminated Soil and Waste Management, applicable permits, and regulatory requirements. Disposal shall be to an approved discharge location or licensed off-site facility, as identified in the Contractor's approved Dewatering and Discharge Plan.

Q15. Does the City require sod to be replaced next to EOP where the pavement is being replaced? If so, is Bahia sod sufficient?

A15. Yes. Sod replacement is required adjacent to the edge of pavement where disturbed by the work. Bahia sod is acceptable, subject to final confirmation and approval by the City of Ocoee to match existing conditions.

Q16. What are the current flow calcs? *Note Clarification based on an email received from the Contractor "the flow calculations at tie in points so we can be sure to utilize the proper means and methods for bypassing"

A16. Based on the City's hydraulic model, the existing influent to Lift Station 63 (LS-63) is estimated at approximately 735 gpm average daily flow (ADF) and approximately 1,840 gpm under system average conditions, using a peaking factor of 2.5. These values represent modeled conditions only and are provided for reference. Final flow assumptions, bypass sizing, and operational controls shall be the Contractor's responsibility and shall be addressed in the Contractor's proposed means and methods. Specification Section 01515 – Temporary Bypass Pumping Systems will be issued by addendum and will define minimum requirements for bypass pumping and flow management; the Contractor's approach shall comply with the conformed contract documents.

Q17. Does the city have a Bypass plan?

A17. No. The City does not provide a bypass plan. The design, sizing, permitting, installation, operation, monitoring, and removal of any temporary bypass pumping system is the Contractor's responsibility. Specification Section 01515 – Temporary Bypass Pumping Systems will be issued by addendum and will define the minimum requirements for temporary bypass pumping, including system performance, redundancy, controls, alarms, and submittals. The Contractor's bypass pumping approach shall comply with Section 01515 and be submitted for review and approval in accordance with the contract documents.

Q19. Does Phase 1 or 2 have any minority requirements/goals?

A19. No specific minority participation goals are established for either Phase 1 or Phase 2. The contract documents do not set percentage goals or mandatory participation requirements for minority-owned, women-owned, or disadvantaged business enterprises. Contractors must, however, comply with all applicable federal and state non-discrimination and equal employment opportunity requirements as outlined in Appendix C of the Project Manual.

Q20. Does Phase 1 or 2 have any Davis Bacon requirements?

A20. Yes, for Phase 1 only. Phase 1 is funded by an EPA federal grant and is subject to Davis-Bacon prevailing wage requirements, as detailed in Appendix C – Federal Grant Compliance Documents of the Project Manual. Phase 2 is funded solely by City of Ocoee capital funds and is not subject to Davis-Bacon requirements.

Q21. Does Phase 1 or 2 have any Build by America requirements?

A21. Please see A2 on Page 1 of this addendum.

Q22. Does this project require a full time on site superintendent?

A22. Yes. The Contractor is required to provide a competent superintendent on-site at all times when work is being performed, with full authority to direct the work and coordinate with the City and Engineer, in accordance with the Specification Section 01001 - General Requirements, Section 1.02 – Labor.

Q23. Does this project require an engineers field office?

A23. No. An engineer's field office is not required for this project. Any temporary field office provided by the Contractor is for the Contractor's convenience and operational needs only and shall comply with the contract documents. Temporary Field Office costs are incidental to the work as identified in Specification Section 01150B – Measurement and Payment, Incidental Work Item 24.

Q24. What are the allowed work hours for this project?

A24. Please see A6. on Page 2 of this addendum.

3. Additional Project Clarifications

- **The following items are provided for clarification purposes only and were not submitted as bidder questions, but are included to ensure a clear and consistent understanding of the project requirements.**

1. The project is intended to have a minimum of one crew working at all times during construction work hours throughout the duration of the project. This will be added as part of the specifications in the conformed documents, however, please note this should apply to Specification Section 01010.

2. The project intends that MOT devices should not remain in place outside of active construction hours. This requirement will be incorporated into the conformed contract documents and shall apply to Plan Sheet CP-1 and Specification Section 01570 – Traffic Regulation.

3. Appendix C Federal Grant Compliance Documents address the primary federal requirements (Davis-Bacon, BABA/AIS, record retention, and reference to 2 CFR Part 200). The bid documents incorporate the federal procurement standards under 2 CFR Part 200 and require compliance with Appendix II to 2 CFR 200, which generally covers the required federal contract provisions. Because of this, the documents are considered compliant as written.

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Attachments:

Wright-Pierce Section 01515 – Temporary Bypass Pumping Systems

SECTION 01515

TEMPORARY BYPASS PUMPING SYSTEMS

PART 1 - GENERAL

1.1 DESCRIPTION

A. The Contractor shall design, furnish, install, test, operate, maintain and remove temporary bypass pumping system(s) in order to divert sewage flow around the work area. Temporary bypass pumping system(s) shall be fully automated and able to reliably convey the full range of wastewater flows, as scheduled herein.

1.2 REQUIREMENTS SPECIFIED ELSEWHERE

A. Additional Requirements are specified elsewhere including, but not necessarily limited to, General Conditions, Supplementary Conditions, and Division 1.

1.3 QUALITY ASSURANCE

A. All system components specified herein shall be furnished by a Supplier who regularly engages in temporary bypass pumping systems. Supplier shall have a minimum of 15 years of experience with temporary bypass pumping systems. Supplier shall provide at least 5 references of project of a similar size and complexity as this project that have been performed within the past 5 years within Florida.

B. Supplier shall have sufficient equipment and spare parts inventory to perform normal rentals, including this project, and maintain at least 100% reserve equipment for this project for immediate delivery. Supplier shall have sufficient service personnel to provide service calls within 4 hours, 24 hours per day, 7 days per week.

C. Temporary bypass pumping systems shall be:
   1. Xylem Dewatering Solutions, (Godwin Pumps);
   2. United Rentals (Thompson Pumps);
   3. or equal.

D. A qualified representative of the Supplier shall inspect the installation and supervise the startup and testing of the temporary bypass pumping system.

E. The temporary bypass pumping system shall meet all applicable local, state and federal requirements.

F. The temporary bypass pumping system shall be designed by a Professional Engineer licensed to practice in the State of Florida. Compliance with this requirement shall be demonstrated via a signed and sealed submittal package, as specified herein.

1.4 SUBMITTALS

A. In accordance with the requirements of the City of Ocoee Specification Section 01340 - Shop Drawings, Working Drawings, And Samples.
   1. Qualifications information
   2. Proposed schedule, sequence of construction, duration of activities and description of sewer control methods to be utilized for each element of the project.

3. Coordination Drawings showing detailed layout of equipment, pumps, suction piping, discharge piping, fittings, valves, supports, materials, temporary enclosure and temporary odor control provided under this section.
4. List of duty equipment, pumps, piping, fittings, valves, and materials to be utilized by the Contactor for the temporary bypass pumping system. Identify weather-protection and winterization provisions.
5. List of standby equipment and spare parts available on-site and off-site in order to ensure uninterrupted operation of the bypass pumping system in the event of a utility power failure.
6. Fuel consumption rate at full speed duty and standby pumping.
7. Fuel storage tank and secondary containment provision, including Spill Prevention Control and Countermeasure (SPCC) Plan, if applicable.
8. Catalog cut sheets/ technical data for equipment and appurtenances.
9. Performance curves for wastewater bypass pumps and suction lift, static head, headloss, and total dynamic head (TDH) calculations.
10. Description of maintenance procedures to be utilized.
11. Description of controls and alarm equipment to be utilized. Sample alarm log.
12. Names of individuals responsible for on-call response, 24 hours per day, 7 days per week. Call list for alarm response.

B. No construction related activities requiring the need for bypass pumping operations shall begin until the related project submittals are reviewed and all provisions of the work have been fully coordinated with the Owner, Agency, Engineer and any other parties having jurisdiction for the proposed work activities.

PART 2 - PRODUCTS

2.1 WASTEWATER BYPASS PUMPING SYSTEM

A. Pumping Equipment:

1. Temporary bypass pumping system(s) shall designed to convey the full range of flows and head conditions, as scheduled herein, under all weather conditions.

	Lift Station 63	**Lift Station 46**
Duty	Raw unscreened sewage	Raw unscreened sewage
Duty Pumps	Diesel	Diesel
Standby Pumps	Diesel	Diesel
Variable Speed Required for Duty Pumps	Yes	Yes
Peak Instantaneous Flow	1,840 gpm	20 gpm
Average Flow	735 gpm	8 gpm
Minimum Flow	100 gpm	0 gpm

2. The temporary bypass pumping system shall be able to convey the peak instantaneous flow, as scheduled herein:
   a. with the largest available pump off-line; and

b. without utility power.

3. Each pump shall be a skid-mounted unit. The pump system may utilize available on-site manholes, junction/splitter structures, and/or tankage for suction and discharge, as appropriate.
4. The pumps shall be centrifugal trash pumps suitable for handling raw, unscreened sewage with solids up to 3 inches in diameter, and capable of running completely dry for extended periods of time without damage. Pumps shall be capable of static suction lifts to 28 vertical feet, at sea level.
5. The pump priming system shall be fully automatic, needing no form of adjustment or manual addition of water. The priming system shall be capable of priming the pump from a completely dry casing.
6. All pumps shall be critically silenced to less than 69 decibels at 30 feet.
7. Contractor shall provide appropriately sized portable spill guard containment dikes to contain leaks resulting from the pumping system, from the fuel storage tanks(s) and/or from the pumps and process piping within 5 feet of the system.

B. Piping
1. Suction piping and discharge piping shall be constructed of:
a. Rigid galvanized steel pipe with ball and socket joints, Bauer HK Quick Coupling Piping or equal.
b. Fused HDPE piping
c. Connection to existing piping shall be made equivalent materials.
2. Aluminum "irrigation" type piping or glued PVC pipe shall not be allowed.

C. Controls and Alarms
1. The pump set shall be furnished with a weather-proof automatic control system consisting of floats and/or transducer level controls.
2. The controller shall start/stop the pumps based on signals from high and low level floats or a transducer. The controller shall be capable of automatically varying the pump speed to match varying flow conditions and maintain a constant suction level, if scheduled herein.
3. The controller shall annunciate and log all alarm conditions including but not limited to high upstream water level, duty pump failure, utility power loss and standby pump failure. The alarm log shall include the type of alarm, time of alarm, time alarm acknowledged, and time alarm condition cleared. Annunciation shall be via teledialer, two-way radio, cellular telephone, or equivalent.

PART 3 - EXECUTION

3.1 COORDINATION OF WORK

A. Provide all labor and equipment necessary to coordinate work of this section and maintain communications.

B. Notify all personnel, including but not limited to Owner, Engineer and Utility Companies, seven days in advance of any temporary bypass pumping work. The Owner will identify personnel to be notified in addition to those identified by the Contractor.

C. Contractor shall coordinate temporary bypass pumping operations with the Owner and Engineer on a daily basis.

3.2 PERFORMANCE:

A. General

1. The Contractor shall install and test all sewer flow control methods to the satisfaction of the Owner and Engineer prior to proceeding with the Work.
2. The Contractor shall be solely responsible for clean-up, repair, property damage costs and claims resulting from failure of the diversion system.
3. Any temporary pumps, piping, fuel storage, or other appurtenances associated with the temporary pumping system shall be either located above the 100-year flood elevation or protected against flotation or other damage which would be caused by a flood event.

B. The temporary bypass pumping system shall be furnished, installed, tested, operated, maintained and removed as follows:

1. The Contractor shall furnish, install, and test temporary bypass pumping system and discharge pipelines.
2. The Contractor shall test and debug all systems and verify that all necessary equipment, materials, spare parts, and labor are available on-site prior to operation of the system and prior to the demolition of any part of the existing pumping station facilities.
3. The Contractor shall operate and maintain the system until the new Work is completed, demonstration tested and accepted by the Owner and Engineer. Contractor shall coordinate with the Owner on a daily basis.
4. Contractor shall be responsible for making regulatory reporting notifications for any release of wastewater or fuel to the environment. Contractor shall provide copies of notifications to the Owner and Engineer.
5. The Contractor shall anticipate that the Owner will require 7 calendar days of operation on the new, permanent Work following satisfactory completion of demonstration testing prior to beginning disassembly of the temporary bypass pumping system.
6. Upon receipt of approval by the Owner and Engineer, the Contractor shall disassemble and remove the temporary bypass pumping system, including all appurtenant piping. Contractor shall restore the area impacted by the temporary bypass pumping system to a like-new condition.

C. Contractor shall be responsible for cleanup, repairs, restoration and fines required to address spills or overflows from a failed bypass pumping system.

END OF SECTION

Mayor
Rusty Johnson

City Manager
Craig Shadrix

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

March 30, 2026

ADDENDUM NO. THREE (3)
CITY OF OCOEE
ITB #26-004 Lakewood Avenue North Gravity Sewer Project Phase 1 & Phase 2

This addendum shall modify and become a part of the original ITB Documents for ITB #26-004. This addendum consists of one (1) page. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

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

1. Questions / Answers

Q1. Would the City be able to clarify with detailed instructions on the analytical testing and characterization for the contaminated soils on this job? As well as how often are we to conduct testing?

A1. The contractor shall perform 5 tests along the length of the trench bottom to verify that there is no contaminated soil. Soil should be tested using FDEP/EPA approved testing methods.

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

STAFF REPORT

Meeting Date: April 21, 2026
Item #: 5

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Replacement Vehicle Purchase Request. (Public Works Director Krug)

Background Summary:

Public Works vehicle #1127 was involved in a rear-end motor vehicle collision on January 13, 2026. City staff determined that the City was not at fault in this incident. The City's insurance carrier subsequently declared the vehicle a total loss and issued proceeds in the amount of $14,221.85.

The Public Works Department is responsible for maintaining a fully operational fleet and has an immediate need to replace this vehicle. Current industry conditions indicate extended delivery and lead times—up to several months in some cases—for this type of vehicle.

The City obtained three quotes for the replacement vehicle from Mullinax Ford, Bozard Ford, and Duval Ford. Mullinax Ford of Apopka submitted a quote that meets the exact specifications of vehicle #1127, with a purchase price of $44,905.00. In FY26, the Public Works Department budgeted $50,000 each for two Automated Flagger Assistance Devices; however, these items will not be purchased. The available funds will be reallocated to cover the remaining balance of $30,683.15.

Staff are requesting authorization from the Commission to proceed with the purchase using the insurance proceeds, to reallocate the budget from the two Automated Flagger Assistance Devices to cover the difference, and to authorize the City Manager to approve a price deviation of up to five percent (5%) to accommodate any potential price fluctuations.

Issue:

Should the Honorable Mayor and City Commission approve the purchase of a replacement Ford F-150 4x2 pickup truck from Mullinax Ford of Apopka using the insurance proceeds from the totaled vehicle and the unused budget from the two Automated Flagger Assistance Devices?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve the purchase of a replacement Ford F-150 4x2 pickup truck from Mullinax Ford of Apopka using the insurance proceeds from the totaled vehicle and the unused budget from the two Automated Flagger Assistance Devices?

Attachments:

1. 1127 Replacement Quote - Mullinax
2. Public Works Unit 1127 – Vehicle Total Loss and Replacement Request

Financial Impacts:
$44,905.00 Quote from Mullinax Ford of Apopka
$44,905.00 Total
$14,221.85 Insurance Proceeds
$30,683.15 Remaining balance taken from (317-541-10-6400)
Per Finance: Vehicle #1127 insurance claim check was received by the City in FY2026.
This will be included in the mid-year budget amendment to document the transfer of funds this year.

Type of Item: Consent

Prepared for: John Allen, Fleet Supervisor, City of Ocoee
301 Maguire Rd
Ocoee, FL 34761
Office: 407-554-7312
Email: jallen@ocoee.org

2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

VIN: Order | Price Level: 640

Client Proposal

Prepared by:
Jim Finchen
Office: 407-889-7600
Date: 04/07/2026

2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Selected Equip & Specs

Dimensions

*** Conventional Capacity: 10,200 lbs. * GCWR: 15,300 lbs. * Fifth-wheel towing capacity: 10,100 lbs. * Gooseneck towing capacity: 10,100 lbs.** • Front brake diameter: 13.8" • Rear brake diameter: 13.2" • Cargo box length: 96.0" • Cargo box min width: 50.6" • Cargo box volume: 77.4 cu.ft. • Pickup box depth: 21.4" • Cargo box max width: 65.2" • Cargo box tailgate width: 60.3" • Cargo box length feet: 8.0 • Vehicle body length: 227.7" • Vehicle body width: 79.9" • Vehicle body height: 75.2" • Wheelbase: 141.0" • Vehicle turning radius: 23.2' • Front track: 67.9" • Rear track: 67.9" • Frame section modulus: 4.7 cu.in. • Frame yield strength (psi): 49300.0 • Front bumper to front axle: 37.6" • Front bumper to back of cab: 121.4" • Interior rear cargo volume: 8.8 cu.ft. • Max interior rear cargo volume: 8.8 cu.ft. • Total passenger volume: 64.7 cu.ft. • Headroom first-row: 40.8" • Leg room first-row: 43.9" • Shoulder room first-row: 66.7" • Hip room first-row: 62.5"

Powertrain

• Spark ignition system *** Variable intake manifold * 5L V-8 port/direct injection, DOHC, variable valve control, engine with 400HP * Engine cylinders: V-8 * Horsepower: 400 HP@6000 RPM * Torque: 410 lb.-ft.@4250 RPM** • Radiator • Auto stop-start engine • Driver selectable drivetrain mode • 10-speed automatic • Rear-wheel drive • Recommended fuel: regular unleaded • Capless fuel filler • All-speed ABS and driveline traction control *** Driver selectable rear locking differential**

Fuel Economy and Emissions

*** Fuel economy (city/highway/combined): 17 mpg/25 mpg/20 mpg * Fuel economy city: 17 mpg * Fuel economy combined: 20 mpg * Fuel economy highway: 25 mpg** • Gasoline secondary fuel type • LEV3-ULEV70 emissions

Suspension and Handling

• Standard ride suspension • Heavy-duty front shock absorbers • Heavy-duty rear shock absorbers

Driveability

• 4-wheel disc brakes • Front and rear ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Electronic parking brake • Automatic post-collision braking system • Automatic brake hold • Brake assist system • Hill start assist • Independent front suspension • Double wishbone front suspension • Front anti-roll bar • Front coil springs • Rigid axle rear suspension • Leaf spring rear suspension • Electric power-assist steering system • Rack-pinion steering • 2-wheel steering system

Body Exterior

• Trailer wiring harness • 2 doors *** Spray-in pickup bed liner** • Standard style pickup box • Pickup bed-rail protectors • Monotone paint • Black side window trim • Black door handles *** Chrome front bumper * Chrome rear bumper** • Rear bumper step • Black front bumper rub strip • Black grille • Standard style side mirrors • Black door mirrors • Tailgate • Active grille shutters • Active aerodynamics • P245/70RS17 AS BSW front and rear tires *** 17 x 7.5-inch front and rear silver aluminum wheels**

Convenience

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Selected Equip & Specs (cont'd)

• Built-in virtual assistant • Power door locks with 2 stage unlocking • Keyfob activated door locks • All-in-one remote fob and ignition key • Auto-locking doors • Power tailgate/rear door lock • Cruise control with steering wheel mounted controls • Day/Night rearview mirror • Power first-row windows • Easy lift tailgate *** Rear window defroster** • Fixed rear windshield • Front beverage holders • Locking glove box • 4 beverage holders • Driver and passenger door bins • Instrument panel bin • Dashboard storage • Retained accessory power • Trip computer • Cabback insulator • Over the air updates • PRND in IP

Comfort

• Manual climate control • Cabin air filter • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Urethane steering wheel • Manual tilting steering wheel • Manual telescopic steering wheel

Seats and Trim

• Seating capacity: 3 • 40-20-40 split-bench front seat • Driver seat with 4-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Split-bench front seat • Front seat center armrest • Manual reclining driver seat • Manual driver seat fore/aft control • Manual reclining passenger seat • Manual passenger seat fore/aft control *** Vinyl front seat upholstery**

Entertainment Features

• TV receiver/streaming • 2 total number of 1st row displays • 12 inch primary display • Primary touchscreen display • AM/FM/Satellite radio • AM/FM/satellite • In-vehicle audio • AM radio • FM radio • Satellite radio • Seek scan • Radio data system (RDS) • Auxiliary input jack • External memory control • Internet radio capability • 3 month satellite trial subscription • Standard grade speakers • Speakers number: 4 • Steering wheel mounted audio controls • Voice activated audio controls • Speed sensitive volume • Wireless audio streaming • Fixed audio antenna

Lighting, Visibility and Instrumentation

• Analog instrumentation display • Trip odometer • Digital clock • Compass • Exterior temperature display • Redundant digital speedometer • Driver information center • Tachometer • Oil pressure gauge • Engine/electric motor temperature gauge • Transmission fluid temperature gauge • Gauge cluster display size (inches): 4.00 *** Deep tinted windows** • Reflector headlights • LED low and high beam headlights • Auto on/off headlight control • Multiple enclosed headlights • Delay-off headlights • Auto high-beam headlights • DRL preference setting • Variable intermittent front windshield wipers • Illuminated entry • Front reading lights • Variable instrument panel light • Daytime running lights • High mounted center stop light • Remote activated perimeter approach lighting *** Front LED fog lights** • Fade interior courtesy lights • Pickup box cargo light

Technology and Telematics

• Emergency SOS system via mobile device • Handsfree wireless device connectivity • Smart device wireless mirroring • Mobile app access • Mobile hotspot internet access • 4 USB ports

Safety and Security

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Selected Equip & Specs (cont'd)

• Driver front impact airbag • Seat mounted side impact driver airbag • Curtain first-row overhead airbags • Passenger front impact airbag • Seat mounted side impact front passenger airbag • Airbag occupancy sensor • 6 airbags • Front height adjustable seatbelts • Front seatbelt pretensioners • 2 seatbelt pre-tensioners • Immobilizer • Security system • Remote panic alarm • Lane departure prevention • Lane departure warning • Blind spot warning • Forward collision mitigation with left turn assist and pedestrian impact prevention • Rear collision mitigation • Pedestrian impact prevention • Driver attention alert • Rear mounted camera • Electronic stability control system with anti-rollover • Rear parking sensors

Dimensions

General Weights

* **Curb weight**	**4,574 lbs.**	* **Rear curb weight**	**1,872 lbs.**
* **GVWR**	**6,800 lbs.**	* **Payload**	**2,175 lbs.**

Trailering Weights

* **Fifth-wheel towing capacity**	**10,100 lbs.**	* **Gooseneck towing capacity**	**10,100 lbs.**
* **Conventional capacity**	**10,200 lbs.**	* **GCWR**	**15,300 lbs.**

Front Weights

* **Front curb weight**	**2,702 lbs.**	GAWR front	3,150 lbs.
Axle capacity front	4,050 lbs.	Spring rating front	3,150 lbs.
Tire/wheel capacity front	4,050 lbs.		

Rear Weights

* **GAWR rear**	**3,800 lbs.**	* **Axle capacity rear**	**4,800 lbs.**
* **Spring rating rear**	**3,800 lbs.**	Tire/wheel capacity rear	4,150 lbs.

Off Road

Min ground clearance	8.3"	Loading floor height	33.9 "

Exterior Measurements

Vehicle body length	227.7"	Vehicle body width	79.9"
Vehicle body height	75.2"	Wheelbase	141.0"
Front brake diameter	13.8"	Cargo box length	96.0"
Rear brake diameter	13.2"	Cargo box min width	50.6"
Cargo box volume	77.4 cu.ft.	Pickup box depth	21.4"
Cargo box max width	65.2"	Cargo box tailgate width	60.3"
Cargo box length feet	8.0	Front track	67.9"
Rear track	67.9"	Vehicle turning radius	23.2'
Frame section modulus	4.7 cu.in.	Frame yield strength (psi)	49300.0
Front bumper to front axle	37.6"	Front bumper to back of cab	121.4"

Interior Measurements

Interior rear cargo volume	8.8 cu.ft.	Max interior rear cargo volume	8.8 cu.ft.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Selected Equip & Specs (cont'd)

Interior Volume

Total passenger volume ..... 64.7 cu.ft.

Headroom

Headroom first-row ..... 40.8"

Legroom

Leg room first-row ..... 43.9"

Shoulder Room

Shoulder room first-row ..... 66.7"

Hip Room

Hip room first-row ..... 62.5"

Powertrain

Engine

- * **Engine** ..... **5L V-8 port/direct injection, DOHC, variable valve control, engine with 400HP**
- * **Engine cylinders** **V-8**

Ignition ..... Spark ignition system

Engine mounting direction ..... Longitudinal mounted engine

Cylinder head material ..... Aluminum cylinder head

Valves per cylinder 4

Engine location ..... Front mounted engine

- * **Variable intake manifold** ..... **Variable intake manifold**
- * **Engine block material** ..... **Aluminum engine block**

Engine Specs

- * **Displacement** **5.0L**
- * **Bore** ..... **3.63"**
- * **Compression ratio** **12.0**
- * **cc** ..... **302.1 cu.in.**
- * **Stroke** ..... **3.65"**

SAEJ1349 ..... AUG2004 compliant

Engine Power

- * **Horsepower** ..... **400 HP@6000 RPM**
- * **Torque** ..... **410 lb.-ft.@4250 RPM**

Alternator

Alternator amps 200A

Alternator type ..... Regular duty alternator

Battery

Battery amps 70Ah

- * **Battery rating** **610CCA**

Battery type ..... Lead acid battery

Battery run down protection ..... Battery run down protection

Engine Extras

Radiator ..... Radiator

Drivetrain selectable ..... Driver selectable drivetrain mode

Start-stop engine ..... Auto stop-start engine

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2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Selected Equip & Specs (cont'd)

Transmission

Transmission	10-speed automatic
Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission
Lock-up transmission	Lock-up transmission
First gear ratio	4.696
Second gear ratio	2.985
Third gear ratio	2.146
Fourth gear ratio	1.769
Fifth gear ratio	1.52
Sixth gear ratio	1.275
Reverse gear ratio	4.866
Seventh gear ratio	1
Eighth gear ratio	0.854
Ninth gear ratio	0.689
Tenth gear ratio	0.636
Selectable mode transmission	Selectable mode transmission
Sequential shift control	Sequential shift control

Drive Type

Drive type	Rear-wheel drive

Drivetrain

* **Axle ratio**	**3.73**

Exhaust

Tailpipe	Stainless steel single exhaust

Fuel

Fuel type	regular unleaded

Fuel Tank

Capless fuel filler	Capless fuel filler
Fuel tank capacity	36.01 gal.

Drive Feature

Traction control	All-speed ABS and driveline traction control
* **Rear locking differential**	**Driver selectable rear locking differential**

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type	Gasoline secondary fuel type
* **Fuel economy combined**	**20 mpg**
* **Fuel economy city**	**17 mpg**
* **Fuel economy highway**	**25 mpg**
* **Fuel economy (city/highway/combined)**	**17 mpg/25 mpg/20 mpg**
Fuel economy status	Previous year fuel economy status

Emissions

Emissions	LEV3-ULEV70 emissions
* **Emissions tiers**	**Tier 3 Bin 125 emissions**

Green Values

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2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Selected Equip & Specs (cont'd)

* **Energy Impact Score (Barrels per year)** 14.9
* **Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year)** 8.9

Suspension and Handling

Suspension

Suspension: Standard ride suspension
Front shock absorbers: Heavy-duty front shock absorbers
Rear shock absorbers: Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type: 4-wheel disc brakes
Ventilated brakes: Front and rear ventilated disc brakes
ABS brakes: Four channel ABS brakes
Electronic parking brake: Electronic parking brake
ABS brakes: 4-wheel antilock (ABS) brakes
Post collision braking system: Automatic post-collision braking system

Brake Assistance

Hill start assist: Hill start assist
Brake assist system: Brake assist system

Front Suspension

Front anti-roll: Front anti-roll bar
Suspension ride type front: Independent front suspension
Suspension type front: Double wishbone front suspension

Front Spring

Regular front springs: Regular front springs
Springs front: Front coil springs

Rear Spring

Springs rear: Rear leaf springs
Rear springs: Regular grade rear springs

Rear Suspension

Suspension type rear: Leaf spring rear suspension
Suspension ride type rear: Rigid axle rear suspension

Steering

Steering: Electric power-assist steering system
Steering type: Rack-pinion steering
Steering type number of wheels: 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter: 17"
Front wheels width: 7.5"

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2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Selected Equip & Specs (cont'd)

Rear Wheels

Rear wheels diameter	17"	Rear wheels width	7.5"

Front And Rear Wheels

Appearance	silver	* **Material**	**aluminum**

Front Tires

Aspect	70	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	P
Width	245mm		

Rear Tires

Aspect	70	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	P
Width	245mm		

Body Exterior

Trailering

Towing class	Class IV tow rating	Towing hitch	Trailer hitch
Towing wiring harness	Trailer wiring harness	Towing trailer sway	Trailer sway control

Exterior Features

Box style	Standard style pickup box	* **Bed liner**	**Spray-in pickup bed liner**
Number of doors	2 doors	* **License plate front bracket**	**Front license plate bracket**

Body

Body panels	Aluminum body panels with side impact beams

Spare Tire

Spare tire	Full-size spare tire with steel wheel	Spare tire location	Crank-down spare tire

Convenience

Technology

Built-in virtual assistant	Built-in virtual assistant

Door Locks

Door locks	Power door locks with 2 stage unlocking	Keyfob door locks	Keyfob activated door locks
All-in-one key	All-in-one remote fob and ignition key	Auto door locks	Auto-locking doors
Tailgate control	Power tailgate/rear door lock		

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2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Selected Equip & Specs (cont'd)

Cruise Control

Cruise control	Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror	Day/Night rearview mirror

Exterior Mirrors

Door mirrors	Power door mirrors	Folding door mirrors	Manual folding door mirrors
Heated door mirrors	Heated driver and passenger side door mirrors		

Front Side Windows

First-row windows	Power first-row windows

Overhead Console

Overhead console	Mini overhead console	Overhead console storage	Overhead console storage

Passenger Visor

Visor passenger mirror	Passenger visor mirror

Pickup Box

Easy lift tailgate	Easy lift tailgate

Rear Windshield

* **Rear window defroster**	**Rear window defroster**	Rear windshield	Fixed rear windshield

Storage

Door bins front	Driver and passenger door bins	Number of beverage holders	4 beverage holders
Beverage holders	Front beverage holders	Glove box	Locking glove box
Instrument panel storage	Instrument panel bin	Dashboard storage	Dashboard storage

Windows Feature

One-touch up window	Driver and passenger one-touch up windows	One-touch down window	Driver and passenger one-touch down windows

Miscellaneous

Trip computer	Trip computer	Cabback insulator	Cabback insulator
PRND in IP	PRND in IP	Accessory power	Retained accessory power
Over the air updates	Over the air updates		

Comfort

Climate Control

Climate control	Manual climate control	Cabin air filter	Cabin air filter

Headliner

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2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Selected Equip & Specs (cont'd)

Headliner material ..... Cloth headliner material
Headliner coverage ..... Full headliner coverage

Floor Trim

Floor covering ..... Full vinyl floor covering
Floor coverage ..... Full floor coverage

Steering Wheel

Steering wheel material ..... Urethane steering wheel
Steering wheel telescopic . Manual telescopic steering wheel
Steering wheel tilt ..... Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 3

Front Seats

Front seat type ..... Split-bench front seat
Driver seat direction Driver seat with 4-way directional controls
Driver seat fore/aft control . Manual driver seat fore/aft control
Passenger seat direction Front passenger seat with 4-way directional controls
Split front seats ..... 40-20-40 split-bench front seat
Reclining passenger seat Manual reclining passenger seat
Passenger seat fore/aft control .... Manual passenger seat fore/aft control
Front head restraints ..... Height adjustable front seat head restraints
Front head restraint control .... Manual front seat head restraint control
Armrests front center ..... Front seat center armrest
Reclining driver seat ..... Manual reclining driver seat

Front Seat Trim

* **Front seat upholstery .. Vinyl front seat upholstery**
Front seatback upholstery ..... Carpet front seatback upholstery

Interior Accents

Interior accents ..... Chrome interior accents

Gearshifter Material

Gearshifter material .... Urethane gear shifter material

Entertainment Features

Entertainment Features

TV receiver/streaming ..... TV receiver/streaming

Displays

Primary touchscreen display .... Primary touchscreen display
Number of first-row displays 2 total number of 1st row displays
Primary display size ..... 12 inch primary display

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2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Selected Equip & Specs (cont'd)

Radio Features

Aux input jack	Auxiliary input jack	External memory	External memory control
Seek scan	Seek scan	RDS	Radio data system (RDS)
Internet radio capability	Internet radio capability		

Speakers

Speakers	Standard grade speakers	Speakers number	4

Audio Features

Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
Voice activated audio	Voice activated audio controls	Wireless streaming	Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer	Trip odometer	Instrumentation display	Analog instrumentation display

Instrumentation Displays

Speedometer	Redundant digital speedometer	Temperature display	Exterior temperature display
Driver information center	Driver information center	Clock	Digital clock
Compass	Compass		

Instrumentation Gauges

Tachometer	Tachometer	Oil pressure gauge	Oil pressure gauge
Transmission temperature gauge	Transmission fluid temperature gauge	Engine/electric motor temperature gauge	Engine/electric motor temperature gauge
Gauge cluster display size (inches)	4.00		

Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low brake fluid warning	Low brake fluid warning
Battery charge warning	Battery charge warning	Headlights on reminder	Headlights on reminder
Key in vehicle warning	Key in vehicle warning	Door ajar warning	Door ajar warning
Service interval warning	Service interval indicator	Low tire pressure warning	Tire specific low air pressure warning

Glass

* **Tinted windows**	**Deep tinted windows**

Headlights

Headlights	LED low and high beam headlights	Headlight type	Reflector headlights
Auto headlights	Auto on/off headlight control	Multiple headlights	Multiple enclosed headlights

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2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Selected Equip & Specs (cont'd)

Delay off headlights — Delay-off headlights
Auto high-beam headlights — Auto high-beam headlights
DRL preference setting — DRL preference setting

Front Windshield

Wipers — Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry — Illuminated entry
Variable panel light — Variable instrument panel light
Front reading lights — Front reading lights

Lights

Running lights — Daytime running lights
Interior courtesy lights — Fade interior courtesy lights
* **Fog lights** — **Front LED fog lights**
High mount stop light — High mounted center stop light
Pickup box cargo light — Pickup box cargo light
Perimeter approach lighting — Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree — Handsfree wireless device connectivity
Smart device integration — Smart device wireless mirroring
Emergency SOS — Emergency SOS system via mobile device

Internet Access

Internet access — Mobile hotspot internet access

USB Ports

USB ports — 4 USB ports

Safety and Security

Airbags

Front impact airbag driver — Driver front impact airbag
Number of airbags — 6 airbags
Front impact airbag passenger — Passenger front impact airbag
Front side impact airbag driver — Seat mounted side impact driver airbag
Front side impact airbag passenger — Seat mounted side impact front passenger airbag
Occupancy sensor — Airbag occupancy sensor
Overhead airbags — Curtain first-row overhead airbags

Seatbelts

Height adjustable seatbelts — Front height adjustable seatbelts
Seatbelt pretensioners — Front seatbelt pretensioners
Seatbelt pretensioners number — 2 seatbelt pre-tensioners

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2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Selected Equip & Specs (cont'd)

Security System

Immobilizer	Immobilizer
Security system	Security system
Remote panic alarm	Remote panic alarm

Active Driving Assistance

Lane departure	Lane departure prevention
* **Lane departure**	**Lane departure warning**
Blind spot	Blind spot warning
Forward collision warning	Forward collision mitigation with left turn assist and pedestrian impact prevention
Rear collision warning	Rear collision mitigation
Pedestrian detection	Pedestrian impact prevention
Driver attention monitor	Driver attention alert

Cameras

Rear camera	Rear mounted camera

Traction Control

Electronic stability control	Electronic stability control system with anti-rollover

Parking Sensors

Parking sensors	Rear parking sensors

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2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Warranty

Standard Warranty

Basic Warranty

Basic warranty	36 months/36,000 miles

Powertrain Warranty

Powertrain warranty	60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited

Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles

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2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Pricing Summary - Single Vehicle

Vehicle Pricing

	MSRP
Base Vehicle Price	$37,290.00
Options	$4,820.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$2,795.00
Subtotal	$44,905.00

Pre-Tax Adjustments

Code	Description	MSRP
	Mullinax Ford Discount	-$500.00
	Government Price Concession	-$3,100.00
Subtotal		$41,305.00

Sales Taxes

Code	Description	MSRP
	Florida Sales Tax Exempt	$0.00
Subtotal		$41,305.00

Post-Tax Adjustments

Code	Description	MSRP
	Tag, Tire & Battery Use	$8.50
Subtotal		$41,313.50
Total		$41,313.50

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Prepared for: John Allen
Fleet Supervisor, City of Ocoee
Prepared by: Jim Finchen
04/07/2026

Mullinax Ford | 1551 East Semoran Boulevard Apopka Florida | 327035603

2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: John Allen
Fleet Supervisor, City of Ocoee
Prepared by: Jim Finchen
04/07/2026

Mullinax Ford | 1551 East Semoran Boulevard Apopka Florida | 327035603

2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

Exterior: Oxford White

Interior: Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

* 17 x 7.5-inch front and rear silver aluminum wheels
* P245/70RS17 AS BSW front and rear tires
* Lock-up transmission
* Alternator Amps: 200A
* All-speed ABS and driveline traction control
* Battery rating: 610CCA
* Battery run down protection
* Auto stop-start engine
* Steering wheel mounted audio controls
* 12 inch primary display
* AM/FM/satellite
* Radio data system (RDS)
* External memory control
* 3 month satellite trial subscription
* Wheelbase: 141.0"
* Tire/wheel capacity rear: 4,150 lbs.
* Spring rating front: 3,150 lbs.
* Trip computer
* Power door mirrors
* Class IV tow rating
* Overdrive transmission
* Transmission electronic control
* Stainless steel single exhaust
* Driver selectable rear locking differential
* Lead acid battery
* Fuel tank capacity: 36.01 gal.
* Driver selectable drivetrain mode
* Wireless audio streaming
* AM/FM/Satellite radio
* Seek scan
* Auxiliary input jack
* Internet radio capability
* Vehicle body length: 227.7"
* Axle capacity rear: 4,800 lbs.
* Axle capacity front: 4,050 lbs.
* Standard ride suspension
* Rear window defroster
* Heated driver and passenger side door mirrors

As Configured Vehicle

	MSRP
STANDARD VEHICLE PRICE	$37,290.00
Transmission: Electronic 10-Speed Automatic	Included
Tires: 245/70R17 BSW A/S	Included
141" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/SiriusXM 360L	Included
Fleet Customer Powertrain Limited Warranty	N/C
Equipment Group 103A High	$1,195.00
Wheels: 17" Silver Painted Aluminum	Included
50-State Emissions	Included
Ford Connectivity Package (1-Year Included)	Included
SYNC 4 w/Enhanced Voice Recognition	Included
Oxford White	N/C
Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
Vinyl 40/20/40 Front Seat	N/C
Interior Work Surfaces	Included
Chrome Bumpers	Included
LED Fog Lamps	Included
Rear Window Fixed Privacy Glass w/Defroster	Included

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Prepared for: John Allen
Fleet Supervisor, City of Ocoee
Prepared by: Jim Finchen
04/07/2026

Mullinax Ford | 1551 East Semoran Boulevard Apopka Florida | 327035603

2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Major Equipment

* Manual folding door mirrors
* Daytime running lights
* Variable intermittent front windshield wipers
* Driver front impact airbag
* Passenger front impact airbag
* Airbag occupancy sensor
* Electronic stability control system with anti-rollover
* 40-20-40 split-bench front seat
* Front passenger seat with 4-way directional controls
* Manual front seat head restraint control
* Front seat center armrest
* Manual driver seat fore/aft control
* Manual passenger seat fore/aft control
* Carpet front seatback upholstery
* 4-wheel antilock (ABS) brakes
* Brake assist system
* DRL preference setting
* Deep tinted windows
* Manual climate control
* Seat mounted side impact driver airbag
* Seat mounted side impact front passenger airbag
* 6 airbags
* Immobilizer
* Driver seat with 4-way directional controls
* Height adjustable front seat head restraints
* Split-bench front seat
* Manual reclining driver seat
* Manual reclining passenger seat
* Vinyl front seat upholstery
* 4-wheel disc brakes
* Electronic parking brake
* Hill start assist

As Configured Vehicle

	MSRP
Engine: 5.0L V8	$2,340.00
Electronic Locking w/3.73 Axle Ratio	Included
GVWR: 6,800 lbs Payload Package	Included
Front License Plate Bracket	N/C
Tough Bed Spray-in Bedliner	$625.00
Priced DORA	N/C
Amber Strobe Color LED Warning Beacons	$660.00
SUBTOTAL	$42,110.00
Destination Charge	$2,795.00
TOTAL	**$44,905.00**

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2026 F-150 4x2 Regular Cab 8' box 141" WB XL (F1K)

Price Level: 640 | VIN: Order

Fuel Economy

City		Hwy
17 mpg		25 mpg

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From: McDonald, Debbie
To: Allen, John; Lawitzke, Vanna; Rigwood, Thomas
Cc: Meruena, Eileen; Krug, Stephen; Johnson, Kristen
Subject: RE: Public Works Unit 1127 – Vehicle Total Loss and Replacement Request
Date: Wednesday, March 25, 2026 7:58:59 AM
Attachments: image001.png
image002.png
image003.png

Good Morning,

Regarding Insurance claim checks, the City received $1,391.61 for damages. Upon further review the vehicle was deemed a total loss resulting in a final check in the amount of $13,830.24. This check will be forwarded to Finance for processing. Total received $15,221.85 - $1,000.00 collision deductible = $14,221.85

Feel free to contact me if you should have any questions.

Thank you kindly,
Debbie

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

From: Allen, John <JAllen@ocoee.org>
Sent: Wednesday, March 25, 2026 7:17 AM
To: Lawitzke, Vanna <VLawitzke@ocoee.org>; Rigwood, Thomas <TRigwood@ocoee.org>; McDonald, Debbie <DMcDonald@ocoee.org>
Cc: Meruena, Eileen <EMeruena@ocoee.org>; Krug, Stephen <SKrug@ocoee.org>; Johnson, Kristen <KJohnson@ocoee.org>
Subject: RE: Public Works Unit 1127 – Vehicle Total Loss and Replacement Request

Good morning Vanna,

Vehicle 2334 was involved in a separate accident and a PO was created for the repairs to the tailgate at Knapheide Orlando.
This vehicle that is being replaced is vehicle 1127.

Please advise how to proceed with this vehicle.

Thank you,

John Allen
Fleet Supervisor
Public Works Department
City of Ocoee
301 Maguire Rd,
Ocoee, FL 34761
☎ 407-554-7312
✉ jallen@ocoee.org

From: Lawitzke, Vanna <VLawitzke@ocoee.org>
Sent: Tuesday, March 24, 2026 4:59 PM
To: Rigwood, Thomas <TRigwood@ocoee.org>; McDonald, Debbie <DMcDonald@ocoee.org>
Cc: Meruena, Eileen <EMeruena@ocoee.org>; Krug, Stephen <SKrug@ocoee.org>; Allen, John <JAllen@ocoee.org>; Johnson, Kristen <KJohnson@ocoee.org>
Subject: RE: Public Works Unit 1127 – Vehicle Total Loss and Replacement Request

Good afternoon,

Finance received a check issued by the Travelers for $4,722.35. Vehicle #2334 was written on the checkstub. We noticed the book value as of 9/30/25 for this vehicle is $29,788.04, so if we dispose this vehicle, it will result in a loss.

Vanna Lawitzke, CGFO
Assistant Finance Director
City of Ocoee
1 N. Bluford Ave
Ocoee, FL 34761-2202

407-554-7098
www.ocoee.org

From: Rigwood, Thomas <TRigwood@ocoee.org>
Sent: Tuesday, March 24, 2026 8:32 AM
To: McDonald, Debbie <DMcDonald@ocoee.org>
Cc: Lawitzke, Vanna <VLawitzke@ocoee.org>; Meruena, Eileen <EMeruena@ocoee.org>; Krug, Stephen <SKrug@ocoee.org>; Allen, John <JAllen@ocoee.org>; Johnson, Kristen <KJohnson@ocoee.org>
Subject: FW: Public Works Unit 1127 – Vehicle Total Loss and Replacement Request
Importance: High

Debbie,

Good morning.

Just following up on the email below. Please advise.

Respectfully,

Thomas J. Rigwood.
Deputy Director of Public Works
City of Ocoee | 301 Maguire Rd | Ocoee, FL 34761
P: 407.554.7305 | C. 689.351.5513
TRigwood@ocoee.org

From: Rigwood, Thomas
Sent: Tuesday, March 17, 2026 1:47 PM
To: McDonald, Debbie <DMcDonald@ocoee.org>
Cc: Lawitzke, Vanna <VLawitzke@ocoee.org>; Meruena, Eileen <EMeruena@ocoee.org>; Krug, Stephen <SKrug@ocoee.org>; Allen, John <JAllen@ocoee.org>; Johnson, Kristen <KJohnson@ocoee.org>
Subject: FW: Public Works Unit 1127 – Vehicle Total Loss and Replacement Request
Importance: High

Debbie,

Good afternoon.

Public Works has obtained three (3) quotes to replace Unit 1127 (see email attached), which was declared a total loss by the City's insurance carrier. At this time, the Public Works/Fleet Division is awaiting the settlement amount from the insurance carrier so we can determine the funds that will need to be transferred to proceed with ordering and delivering the replacement vehicle.

Please let me know as soon as possible.

Respectfully,

Thomas J. Rigwood.
Deputy Director of Public Works
City of Ocoee | 301 Maguire Rd | Ocoee, FL 34761
P: 407.554.7305 | C. 689.351.5513
TRigwood@ocoee.org

From: Rigwood, Thomas
Sent: Tuesday, March 3, 2026 10:36 AM
To: Lawitzke, Vanna <VLawitzke@ocoee.org>; Weber, Steven <SWeber@ocoee.org>
Cc: Allen, John <JAllen@ocoee.org>; Johnson, Kristen <KJohnson@ocoee.org>
Subject: Public Works Unit 1127 – Vehicle Total Loss and Replacement Request
Importance: High

Vanna and Steve,

Public Works Unit 1127 (2016 Ford F-150 pickup truck) was involved in a rear-end collision on January 13, 2026, in front of Fire Station 25 on Bluford Road. The vehicle sustained significant damage and based on the assessment from the repair facility and the City's insurance provider, it has been declared a total loss.

Public Works is requesting to replace the vehicle in kind. The Fleet Supervisor is currently coordinating with State of Florida–approved vendors to obtain replacement quotes.

We are seeking direction on how to proceed, specifically whether the insurance proceeds may be used to fund the replacement this fiscal year or if the replacement will need to be deferred until FY27.

Please let me know if any additional information is needed.

Thomas J. Rigwood.
Deputy Director of Public Works
City of Ocoee | 301 Maguire Rd | Ocoee, FL 34761
P: 407.554.7305 | C. 689.351.5513
TRigwood@ocoee.org

STAFF REPORT

Meeting Date: April 21, 2026
Item #: 6

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: First Reading of an Ordinance Prohibiting Urination and Defecation in Public Places. (Police Chief Ogburn)

Background Summary:

Ocoee Police officers periodically encounter situations in which individuals urinate or defecate in public places such as parks, parking areas, sidewalks, and other locations accessible to the public. These incidents create unsanitary conditions, generate complaints from residents and businesses, and negatively affect the community's overall cleanliness and image. Without a specific provision in the City's Code of Ordinances addressing this conduct, officers have limited options to address these behaviors clearly and consistently.

This ordinance provides law enforcement with a clearly defined legal standard to address conduct that constitutes a public nuisance and threatens public sanitation. By establishing explicit definitions and prohibitions, officers will be able to respond more effectively to complaints, take appropriate enforcement action when necessary, and deter repeat behavior that diminishes the quality of life in public spaces.

Additionally, the ordinance supports the Department's broader responsibility to maintain safe, orderly, and respectful public environments throughout the city. Providing a clear local prohibition will allow officers to address these issues promptly while reinforcing community standards of cleanliness and public decency for residents, visitors, and businesses within the City of Ocoee.

Issue:

Should the Honorable Mayor and City Commission approve the proposed ordinance prohibiting urination and defecation in public places?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the proposed ordinance prohibiting urination and defecation in public places.

Attachments:

1. Ordinance
2. Business Impact Statement

Financial Impacts:

There is no fiscal impact to the City of Ocoee.

Type of Item: First Reading

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ADOPTING A NEW CHAPTER 60 OF THE OCOEE CODE OF ORDINANCES TITLED, "MISCELLANEOUS OFFENSES"; PROHIBITING PUBLIC URINATION AND DEFECATION; PROVIDING DEFINITIONS; PROVIDING PENALTIES; PROVIDING FOR CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Ocoee seeks to maintain a safe, sanitary, and orderly environment in City; and

WHEREAS, the City Commission has determined that miscellaneous offenses should be codified and consolidated over time into a new chapter of the City of Ocoee Code of Ordinances titled "Miscellaneous Offenses"; and

WHEREAS, this Ordinance will protect the health, safety, and welfare of the City's citizens and businesses in accordance with the City's police powers and Home Rule authority under Article VIII, Section 2(b) of the Florida Constitution and Florida Statutes § 166.021; and

NOW THEREFORE, be it ordained by the City Commission of the City of Ocoee, Florida, that:

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being true and correct;

SECTION 2. AMENDMENT TO THE OCOEE CODE OF ORDINANCES. The City of Ocoee's Code of Ordinances is hereby amended to create a new Chapter 60, "Miscellaneous Offenses," adopting the following underlined language:

Chapter 60 – MISCELLANEOUS OFFENSES

§ 60.1 Urination and Defecation in Public

A. Purpose and Intent

The City Commission of the City of Ocoee finds that urinating or defecating in public places is offensive to public decency, constitutes a public nuisance, and creates unsanitary and unsafe conditions. The purpose of this ordinance is to preserve public order, health, and cleanliness within the City.

B. Definitions

1. *Public place* means any area generally visible to or accessible by the public, including but not limited to streets, sidewalks, alleys, bridges, parks, playgrounds, plazas, parking lots, driveways, buildings open to the public, and areas that serve food, drink, or provide entertainment. The term shall also include doorways, entrances, and the grounds surrounding buildings or dwellings visible from a public right-of-way.

2. *Urinate* means to discharge urine from the human body.

3. *Defecate* means to discharge fecal matter from the human body.

C. Public Urination and Defecation Prohibited

It shall be unlawful for any person to urinate or defecate in or upon any public place or upon the private property of another without the property owner's consent, except in a restroom or facility designated and set aside for that purpose.

D. Enforcement and Penalties

1. Any person violating any provision of this chapter shall, upon conviction, be punishable as provided in § 1-12 of Chapter 1, General Provisions, Article 11, of the Code of the City of Ocoee.

2. Each act constituting a violation shall be considered a separate offense.

3. Officers of the Ocoee Police Department are authorized to enforce the provisions of this ordinance.

SECTION 3. CODIFICATION.

This ordinance shall be codified in the Code of Ordinances of the City of Ocoee, Florida. Any section, paragraph number, subsection number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or City Code may be freely made.

SECTION 4. CONFLICTS.

In the event of any conflict between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect immediately upon adoption by the City Commission of the City of Ocoee.

PASSED AND ADOPTED this ___ day of _____, 2026.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

_____
Melanie Sibbitt, City Clerk

_____
Rusty Johnson, Mayor

(SEAL)

APPROVED BY THE OCOEE CITY COMMISSION ON _____, 2026 UNDER AGENDA ITEM NO._____

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

this ___ day of _____, 2026.

FISHBACK DOMINICK

By: _____
Richard S. Geller, City Attorney

City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference:
AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ADOPTING A NEW CHAPTER 60 OF THE OCOEE CODE OF ORDINANCES TITLED, "MISCELLANEOUS OFFENSES"; PROHIBITING PUBLIC URINATION AND DEFECATION; PROVIDING DEFINITIONS; PROVIDING PENALTIES; PROVIDING FOR CODIFICATION, CONFLICTS, 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):

This ordinance provides law enforcement with a clearly defined legal standard to address conduct that constitutes a public nuisance and threatens public sanitation. By establishing explicit definitions and prohibitions, officers will be able to respond more effectively to complaints, take appropriate enforcement action when necessary, and deter repeat behavior that diminishes the quality of life in public spaces.

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):

Ocoee Police officers periodically encounter situations in which individuals urinate or defecate in public places such as parks, parking areas, sidewalks, and other locations accessible to the public. These incidents create unsanitary conditions, generate complaints from residents and businesses, and negatively affect the community's overall cleanliness and image. Without a specific provision in the City's Code of Ordinances addressing this conduct, officers have limited options to address these behaviors clearly and consistently.

STAFF REPORT

Meeting Date: April 21, 2026
Item #: 7

Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Second Reading of Ordinances for 1460 North 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:
The First Reading of the Ordinance was held on Tuesday, April 7, 2026, at the City Commission hearing.

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 3, located west of the intersection of North Lakewood Avenue and 11th Avenue.

Property Size and Parcel Identification Number: 1460 North Lakewood Avenue (Parcel ID #07-22-28-0000-00-083) is approximately 5.44 acres in size, and 1446 North Lakewood Avenue (Parcel ID #07-22-28-0000-00-053) is approximately 1.02 acres in size. Together, they are approximately 6.46 acres.

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 North Lakewood Avenue, 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, including vested trips, maintains a Level of Service (LOS) of C on North Lakewood Avenue, with sufficient capacity remaining. The applicant will evaluate safety and operations at the proposed driveway location and at the intersection of North Lakewood Avenue and Wurst Road.

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 North Lakewood Avenue. 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 North Lakewood Avenue.

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 North Lakewood Avenue (Parcel ID #07-22-28-0000-00-083) and 1446 North 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 North Lakewood Avenue (Parcel ID #07-22-28-0000-00-083) and 1446 North 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 North Lakewood Avenue (Parcel ID #07-22-28-0000-00-083) and 1446 North Lakewood Avenue (Parcel ID #07-22-28-0000-00-053).

Attachments:

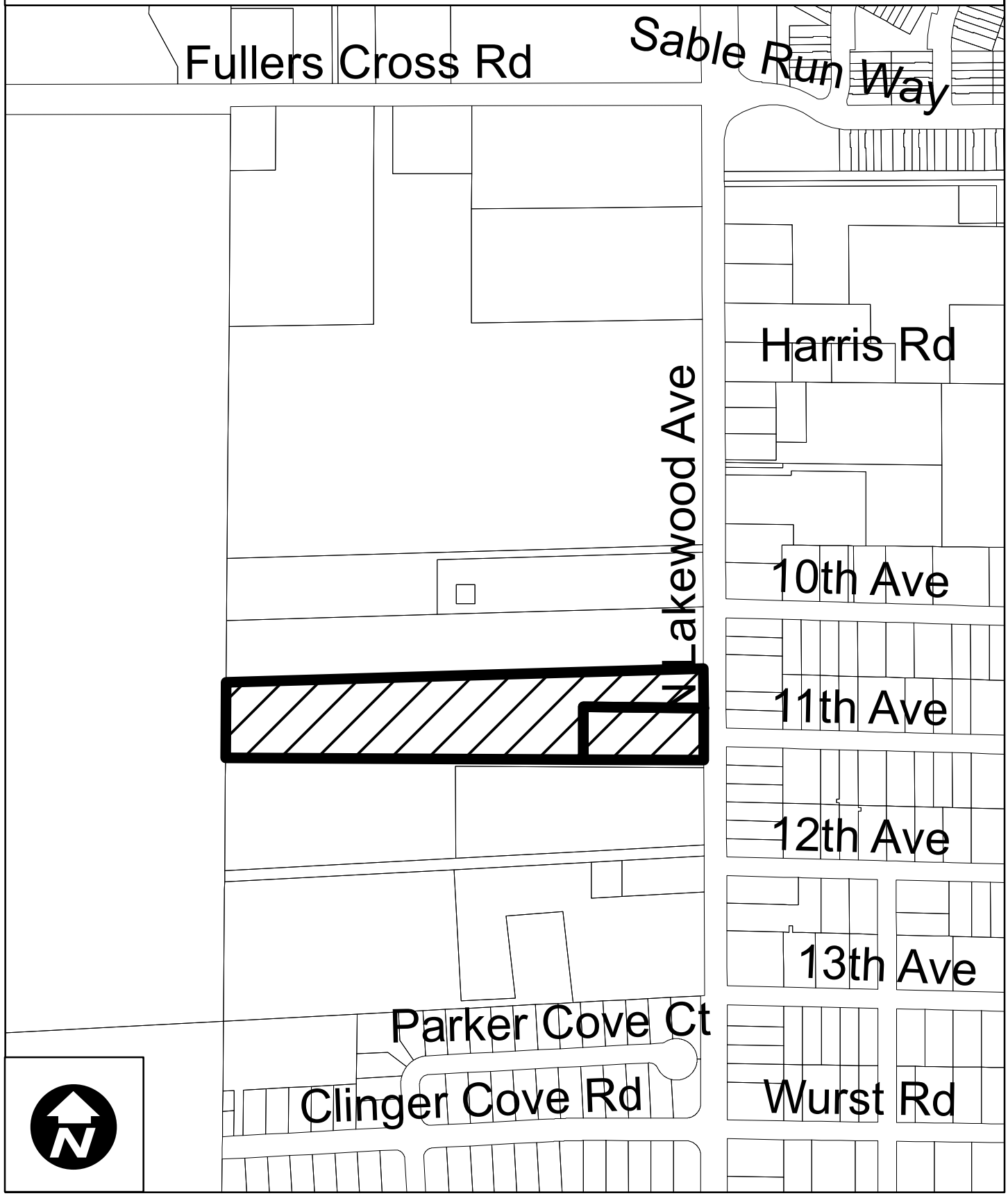
1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. PUD Land Use Plan
6. Annexation Ordinance
7. Rezoning Ordinance

8. Annexation Feasibility Report
9. Business Impact Estimate - Annexation
10. Business Impact Estimate - Rezoning
11. Annexation Advertisement
12. Rezoning Advertisement

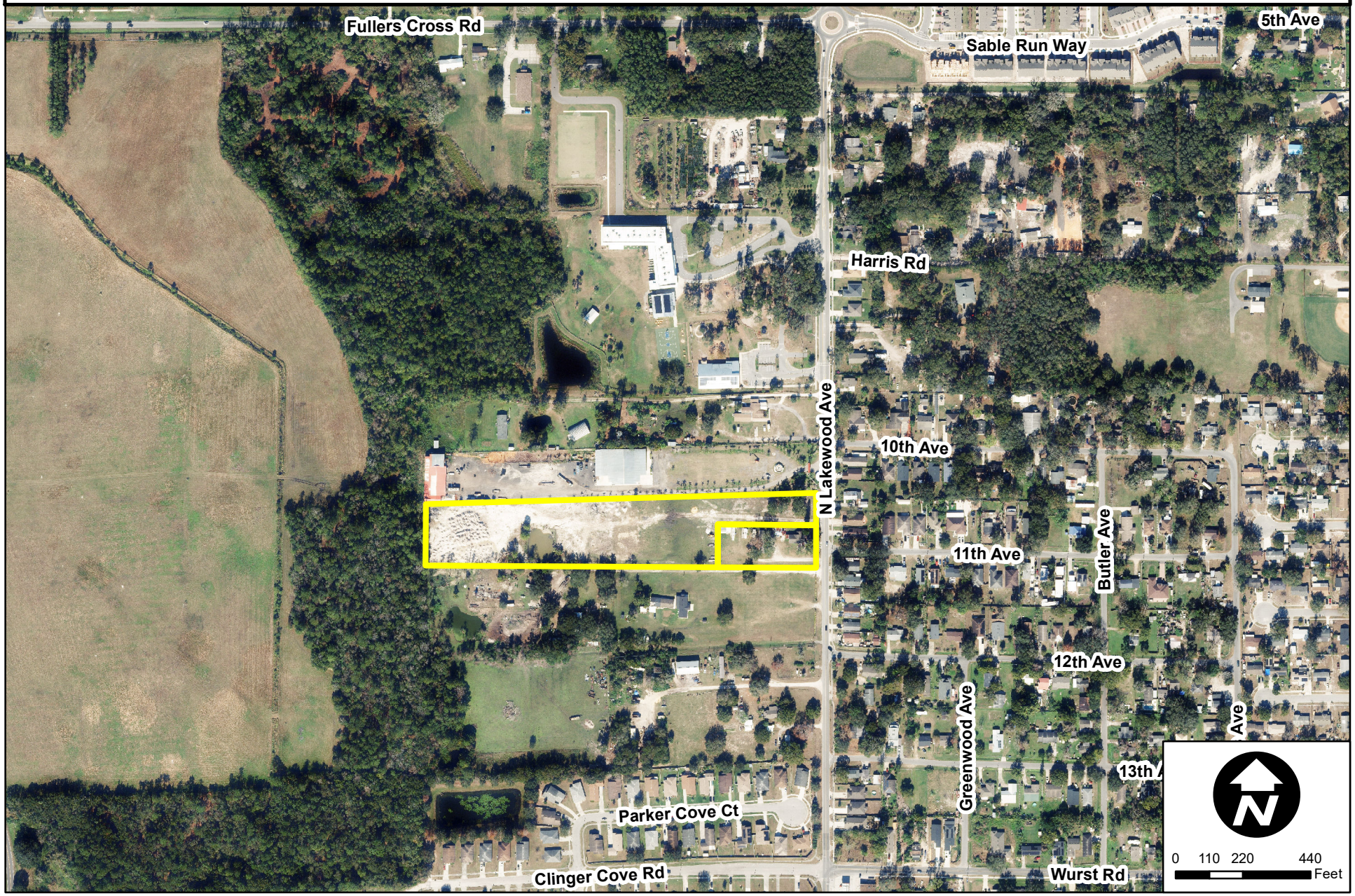
Financial Impacts:
N/A

Type of Item: Second Reading Public Hearing

1460 & 1446 N Lakewood Avenue
Location Map



1460 & 1446 N Lakewood Avenue
2025 Aerial Photography

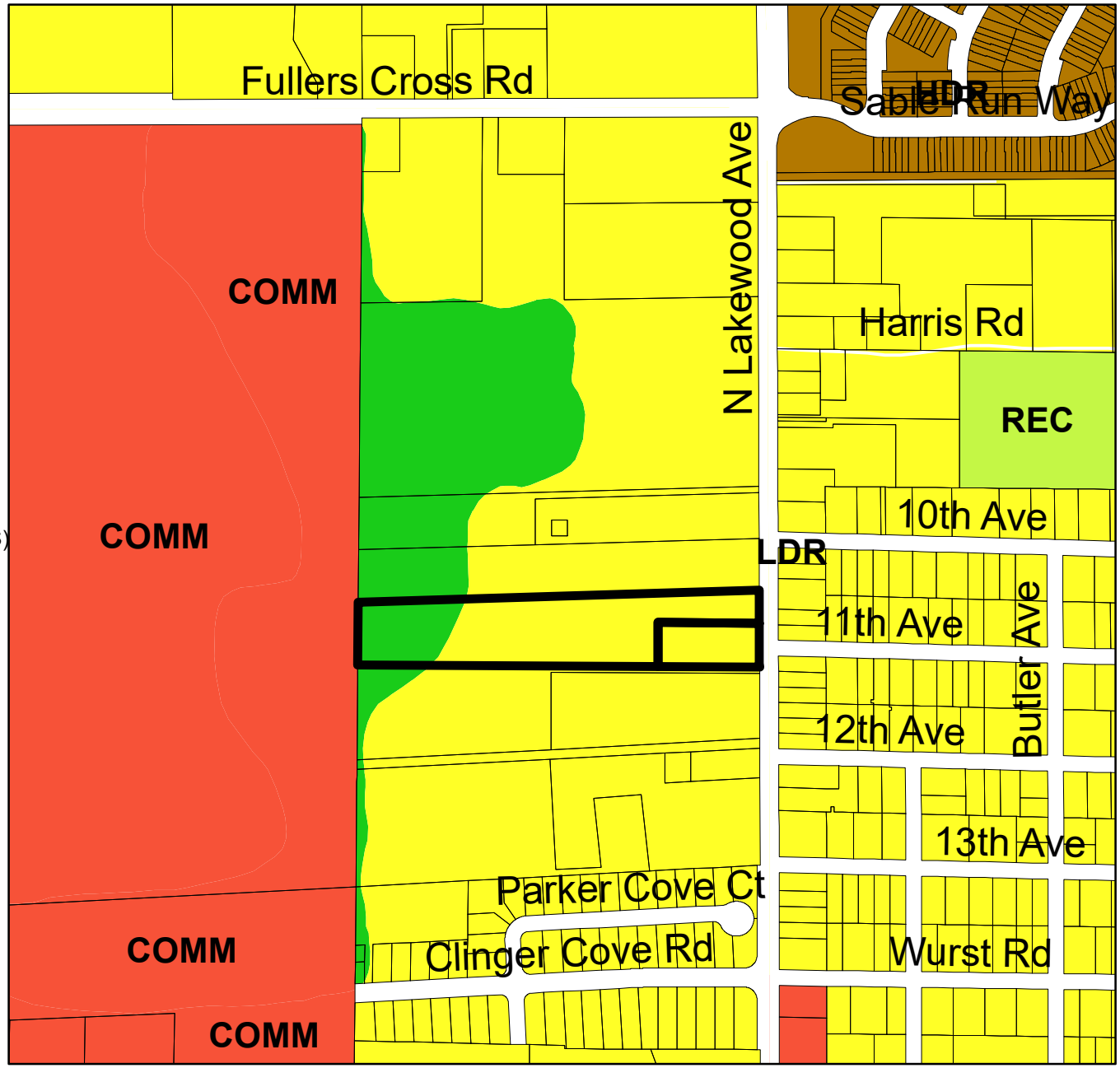


1460 & 1446 N Lakewood Avenue
Surrounding Future Land Use Map

Development Services
Department

0 120 240 480
Feet

Created: February 2026



Subject Property

Future Land Use Classification:

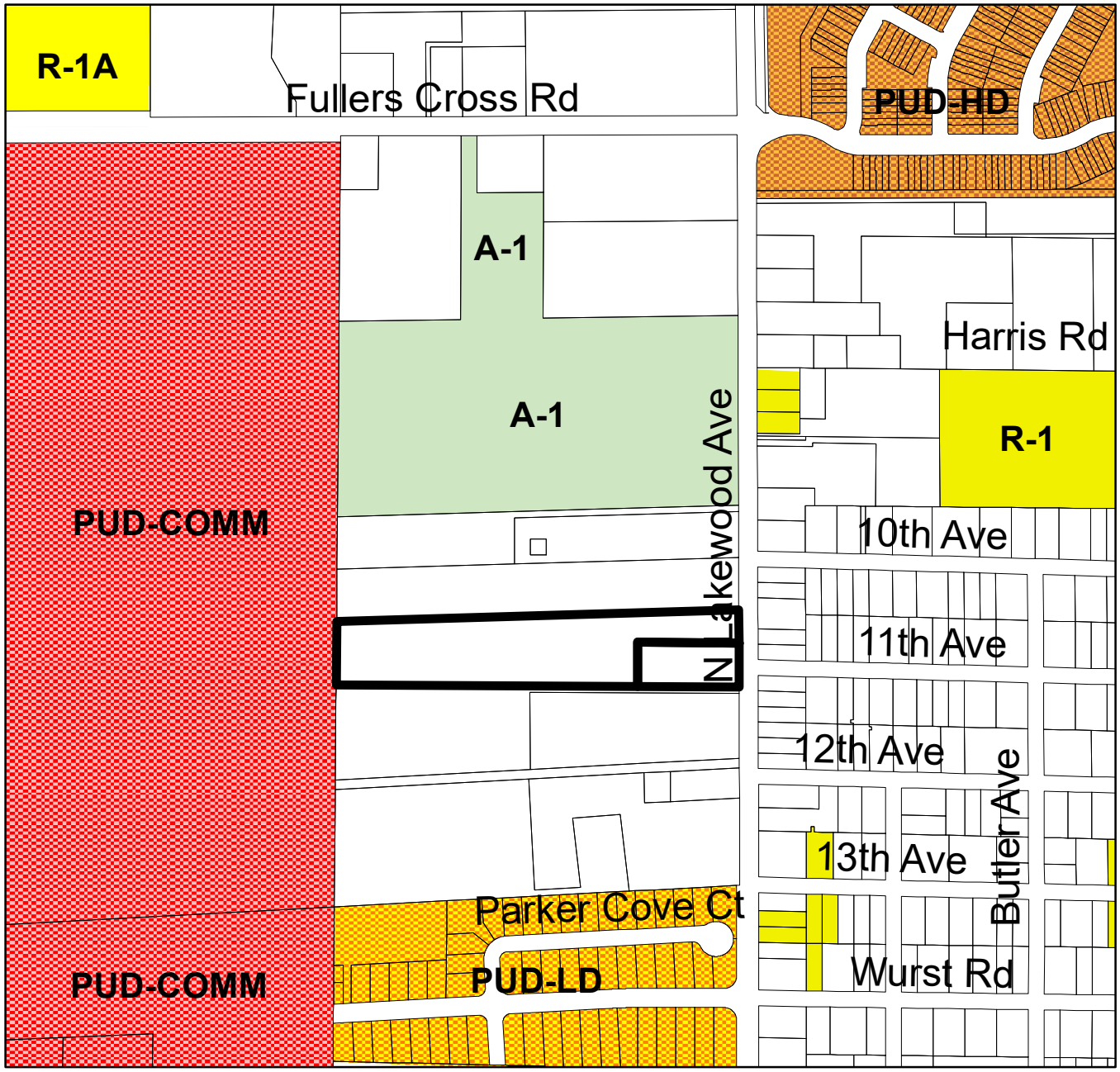
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Professional Offices and Services (PS)
- Commercial (COMM)
- Light Industrial (LI)
- Heavy Industrial (HI)
- Conservation/Floodplains (CONS)
- Recreation and Open Space (REC)
- Public Facilities/Institutional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

PUD LAND USE PLAN ⚠

for

1460 N LAKEWOOD AVE

CITY OF OCOEE

PARCEL ID
28-22-07-0000-00-083 / 28-22-07-0000-00-053

PROPERTY ADDRESS: 1460 N LAKEWOOD AVE, OCOEE FL 34761

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

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 950 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 BAST 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 138.87 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

Know what's below. Call before you dig.

REVISIONS								
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
						04-14-2026	JT	REV PER CITY COMMENTS ⚠
						02-11-2026	JT	REV PER CITY COMMENTS ⚠

TABLE OF CONTENTS

1 COVER SHEET
2 OVERALL MASTER DEVELOPMENT 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

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

DATE: MAY 2025 | JOB NO.: GCR-1 | SHEET: 1 OF 2

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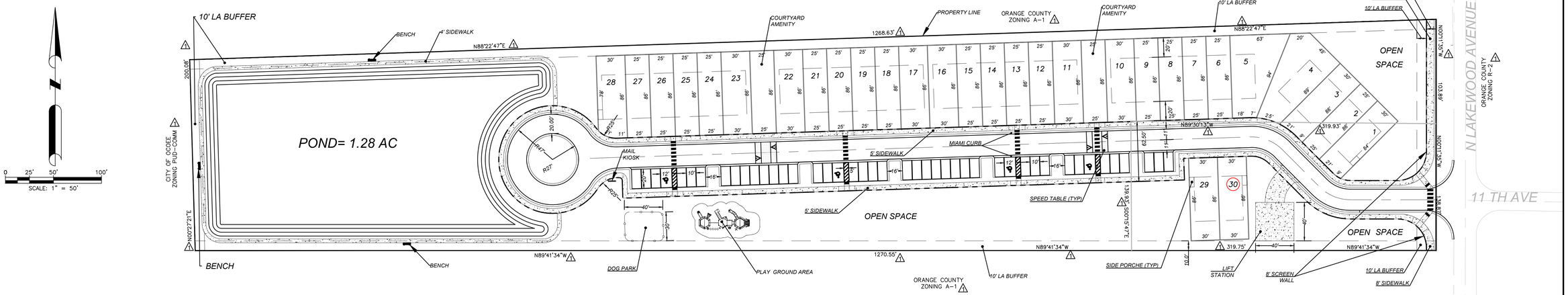


SITE DATA:

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

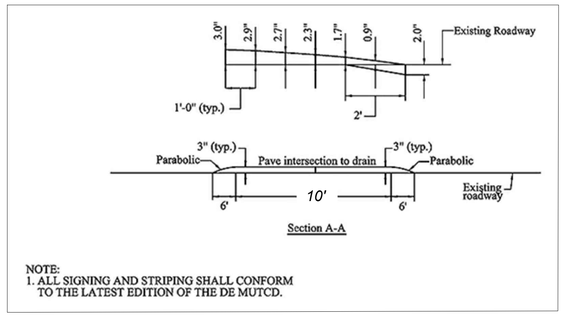
BUILDING SETBACKS

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

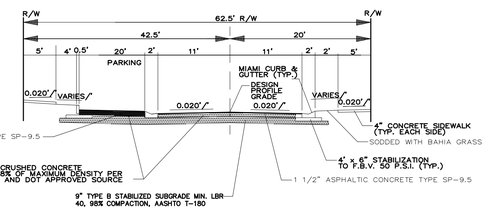
MAINTENANCE RESPONSIBILITY
THE HOMEOWNERS ASSOCIATION (HOA) WILL BE RESPONSIBLE FOR THE MANAGEMENT AND MAINTENANCE OF ALL COMMON AREAS, FACILITIES, AND STORMWATER SYSTEM WITHIN THE DEVELOPMENT. ⚠



Section A-A

NOTE:
1. ALL SIGNING AND STRIPING SHALL CONFORM TO THE LATEST EDITION OF THE DE MUTCD.

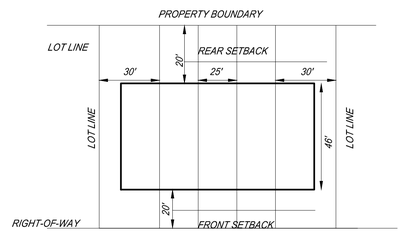
TYPICAL SPEED TABLE SECTION
NTS



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
			04-14-2026	JT	REV PER CITY COMMENTS ⚠
			02-11-2026	JT	REV PER CITY COMMENTS ⚠

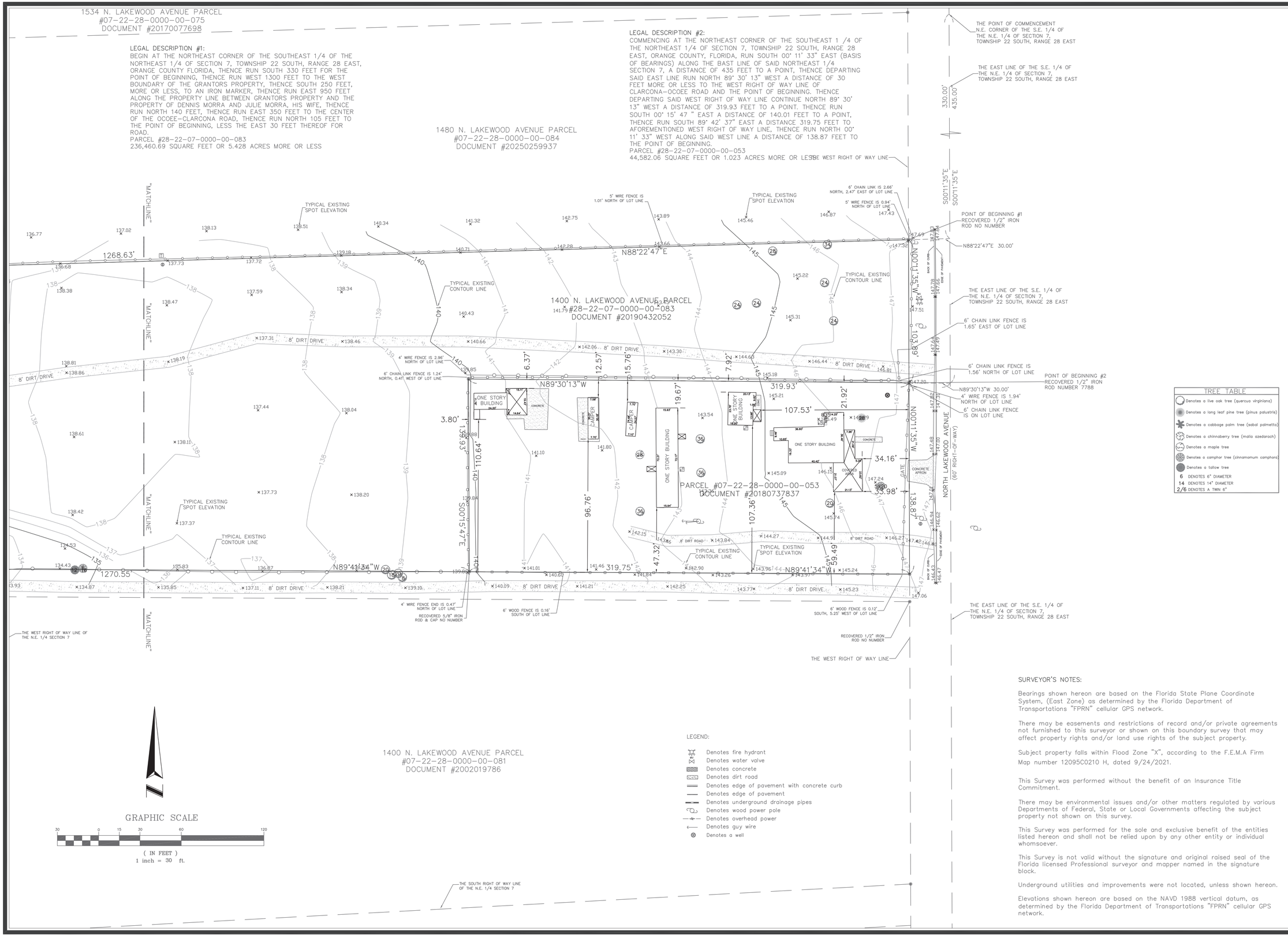
DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

OVERALL MASTER DEVELOPMENT 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 ⚠

F:\GCR1\CAD\Conceptual\CONCEPTUAL PLAN6.dwg,4/14/2026 12:06:46 PM



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

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.

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

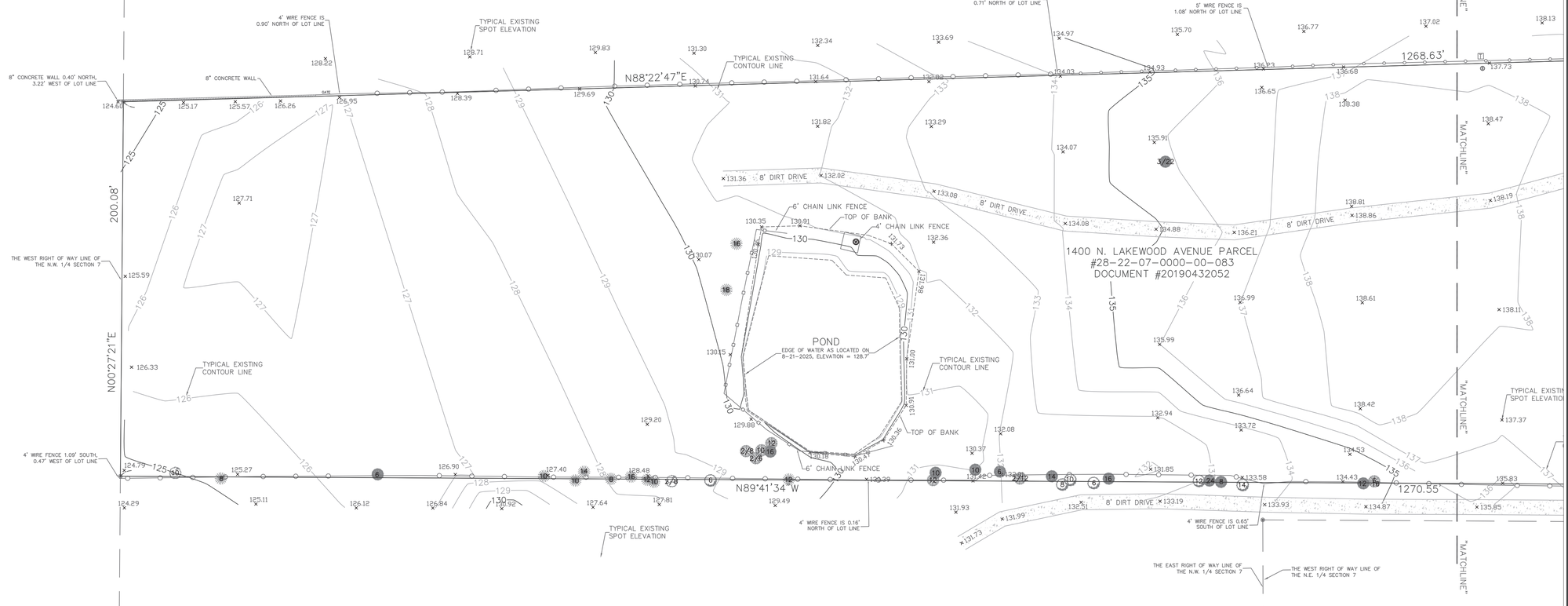
1550 N. LAKEWOOD AVENUE PARCEL
#07-22-28-0000-00-085
DOCUMENT #20050368217

1534 N. LAKEWOOD AVENUE PARCEL
#07-22-28-0000-00-075
DOCUMENT #20170077698

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 950 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

1480 N. LAKEWOOD AVENUE PARCEL
#07-22-28-0000-00-084
DOCUMENT #20250259937

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 BAST 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 138.87 FEET TO THE POINT OF BEGINNING.
PARCEL #28-22-07-0000-00-053



1436 N. LAKEWOOD AVENUE
PARCEL #07-22-28-0000-00-082
DOCUMENT #19944757584

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.

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 chinnaberry tree (malia 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

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 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. 2026-02
(Annexation Ordinance for 1460 & 1446 North 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 North 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 NORTH 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

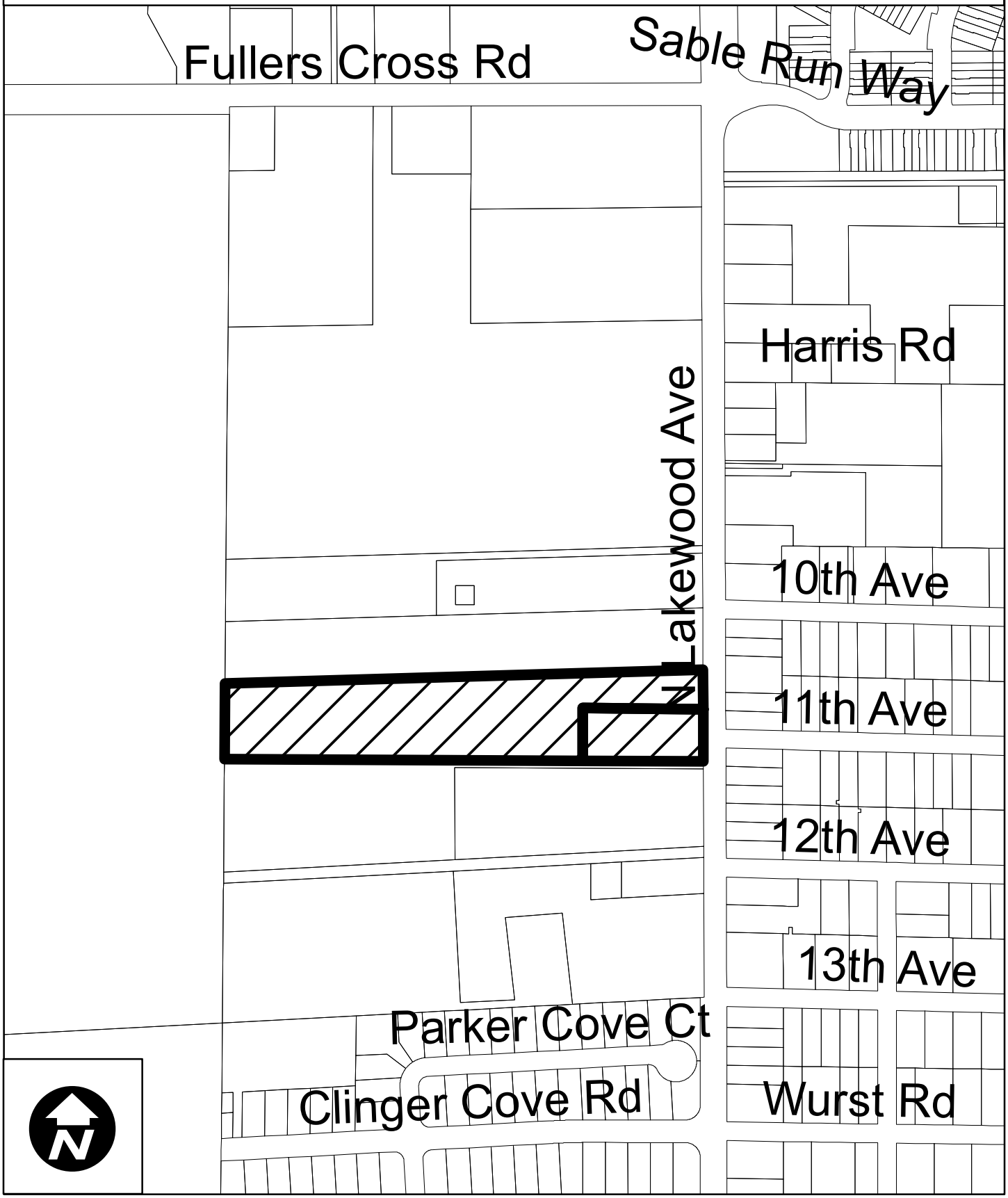
BEG 330 FT S OF NE COR OF SE1/4 OF NE1/4 TH W 1300 FT S 250 FT E 950 FT N 140 FT E 350 FT N 105 FT TO POB IN SEC 07-22-28

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"

1460 & 1446 N Lakewood Avenue

Location Map



ORDINANCE NO. 2026-____
(Rezoning to PUD & PUD Land Use Plan (LUP) Ordinance for 1460 & 1446 North 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 North 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 NORTH LAKEWOOD AVENUE, WEST OF NORTH LAKEWOOD AVENUE AND APPROXIMATELY 0.2 MILES NORTH OF THE INTERSECTION OF WURST ROAD AND NORTH 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) **Exhibit "C"** 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"

1460 & 1446 N Lakewood Avenue

Location Map

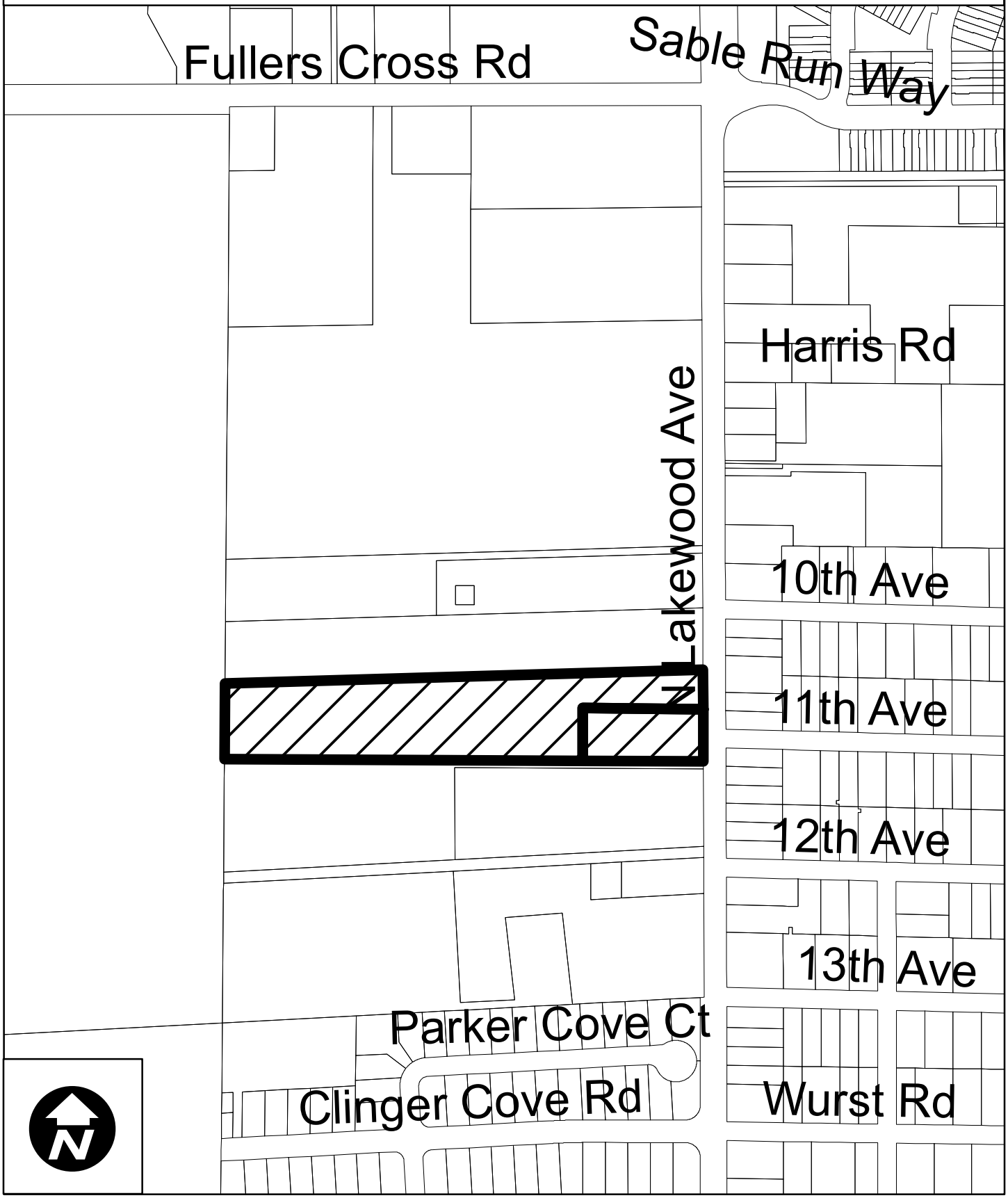
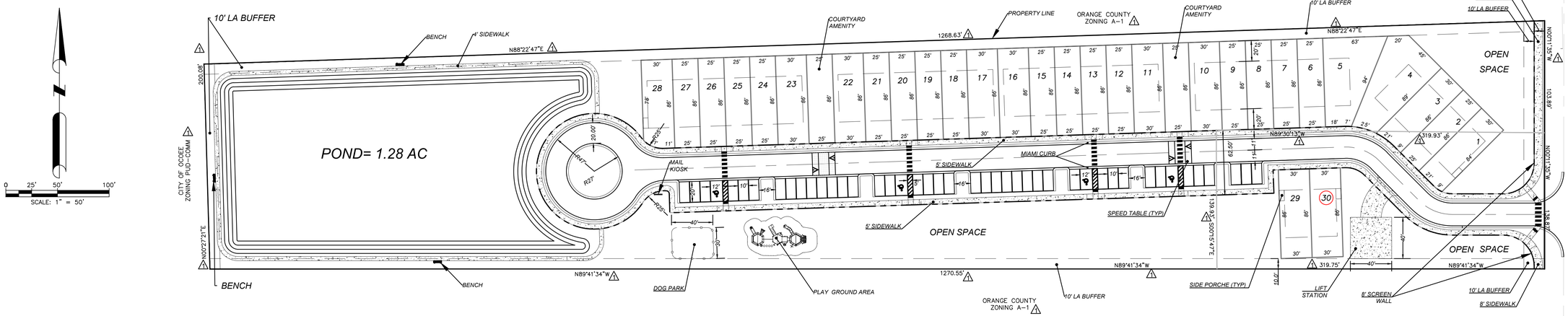


EXHIBIT "C"
PUD LAND USE PLAN (LUP)



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

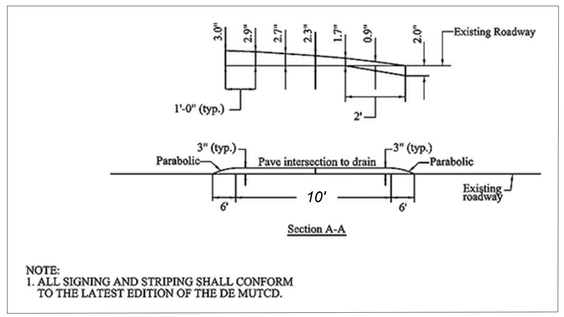
BUILDING SETBACKS

LOCATION:	PROPOSED WIDTH:
FRONT:	**20'**
REAR:	**20'**
SIDE:	**5'**
LANDSCAPE BUFFER	**10'**

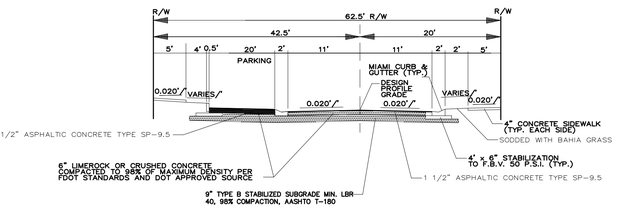
PHASING
THE PROJECT WILL BE CONSTRUCTED AS ONE (1) PHASE

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. 1



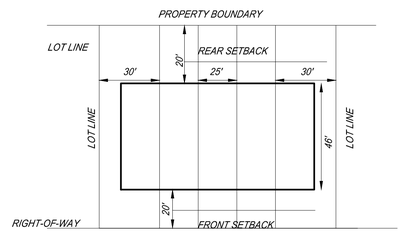
TYPICAL SPEED TABLE SECTION
NTS



TYPICAL STREET AND PARKING SECTION
NTS

OWNERSHIP / MAINTENANCE TABLE 1

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

F:\GCR1\CAD\Conceptual\CONCEPTUAL PLAN6.dwg,4/14/2026 12:06:46 PM

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
			04-14-2026	JT	REV PER CITY COMMENTS 2
			02-11-2026	JT	REV PER CITY COMMENTS 1

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

OVERALL MASTER DEVELOPMENT PLAN 2
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 2

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.

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- ☐ 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

West Orange Times c/o Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

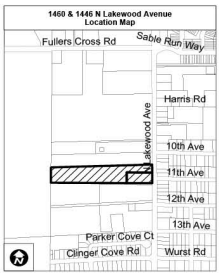
Legal Advertising

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
1460 & 1446 NORTH LAKEWOOD AVENUE – DS SUNRISE INVESTMENTS LLC ANNEXATION
CASE NUMBER: AX-12-25-09

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-10A(1), and Article V, Section 5-9 of the City of Ocoee Land Development Code, that on **TUESDAY, APRIL 21, 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 annexation of two (2) parcels located at 1460 & 1446 North Lakewood Avenue – DS Sunrise Investments LLC. The properties are assigned parcel IDs 07-22-28-0000-00-083 & 07-22-28-0000-00-053 and consist of approximately 6.46 acres combined. The properties are located west of North Lakewood Avenue, approximately 0.2 miles north of the intersection of Wurst Road and North Lakewood Avenue

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

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 NORTH LAKEWOOD AVENUE, WEST OF NORTH LAKEWOOD AVENUE AND APPROXIMATELY 0.2 MILES NORTH OF THE INTERSECTION OF WURST ROAD AND NORTH 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.



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.

April 9, 16, 2026 26-01171W

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.

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 1460 & 1446 NORTH LAKEWOOD AVENUE – DS SUNRISE INVESTMENTS LLC REZONING FROM ORANGE COUNTY CITRUS RURAL DISTRICT (A-1) TO CITY OF OCOEE PLANNED UNIT DEVELOPMENT (PUD) & PUD LAND USE PLAN (LUP).
CASE NUMBER: RZ-25-12-09

NOTICE IS HEREBY GIVEN, pursuant to Article I, Sections 1-9 and 1-10, Article IV, Subsection 4-5, and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, APRIL 21, 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 located at 1 North Bluford Avenue, Ocoee, Florida, to consider the rezoning from Orange County Citrus Rural District (A-1) to City of Ocoee Planned Unit Development (PUD) & PUD Land Use Plan (LUP) of two (2) parcels located at 1460 & 1446 North Lakewood Avenue – DS Sunrise Investments LLC. The properties are assigned parcel IDs 07-22-28-0000-00-083 & 07-22-28-0000-00-053 and consist of approximately 6.46 acres combined. The properties are located west of North Lakewood Avenue, approximately 0.2 miles north of the intersection of Wurst Road and North Lakewood Avenue.

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) WITH AN ASSOCIATED PUD LUP (LAND USE PLAN) ON CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 5.44 AND 1.02 ACRES LOCATED AT 1460 & 1446 NORTH LAKEWOOD AVENUE WEST OF NORTH 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.

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April 9, 2026 26-01169W

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STAFF REPORT

Meeting Date: April 21, 2026
Item #: 8

Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Second 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:

The First Reading of the Ordinance was held on Tuesday, April 7, 2026, at the City Commission hearing.

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
3. Advertisement

Financial Impacts:

N/A

Type of Item: Second 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

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
ANNUAL COMPREHENSIVE PLAN TEXT AMENDMENT TO ADOPT THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AND UPDATE THE CAPITAL IMPROVEMENTS ELEMENT
CASE NUMBER: CPA-2026-001

NOTICE IS HEREBY GIVEN, pursuant to Article I, Sections 1-8 and 1-10, and Article V, Section 5-9, of the City of Ocoee Land Development Code, that on **TUESDAY, APRIL 21, 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 adoption of the Five-Year Schedule of Capital Improvements and update the Capital Improvements Element within the City's Comprehensive Plan, in accordance with the requirements of Section 163.3177(3), Florida Statutes.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE OCOEE COMPREHENSIVE PLAN ENVISION 2045 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.

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.

April 9, 2026 26-01168W

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 21, 2026
Item #: 9

Contact Name: Bryan Pace
Contact Number: Ext. 3356

Department Director:
City Manager: Craig Shadrix

Subject: Second Reading of Ordinance Amending the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund. (Pension Board Attorney Herrera)

Background Summary:

The First Reading of the Ordinance was held on April 7, 2026.

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
5. Advertisement

Financial Impacts:

No financial impact as stated by Foster & Foster Actuarial Consultant.

Type of Item: Second Reading Public Hearing

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:

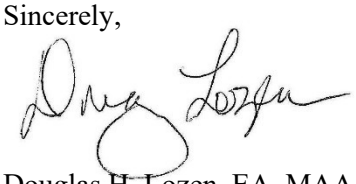
Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

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; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; 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. Conflicting Ordinances. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

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 _____, 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.

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.

B. Police Officer Members.

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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.

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 21, 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, 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.

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.

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.

April 9, 2026 26-01170W

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 21, 2026
Item #: 10

Contact Name: Gequita Cowan
Contact Number: Ext. 6434

Department Director: Craig Shadrix
City Manager: Craig Shadrix

Subject: Second Reading of Ordinance Amending the City of Ocoee General Retirement Trust Fund. (Pension Board Attorney Herrera)

Background Summary:

The First Reading of the Ordinance was held on April 7, 2026.

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. Ordinance
5. Business Impact Estimate
6. Advertisement

Financial Impacts:

No financial impact as stated by Foster & Foster Actuarial Consultant.

Type of Item: Second Reading Public Hearing

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

Robert A. Sugarman ♦
Howard S. Susskind
D. Marcus Braswell, Jr.
Pedro A. Herrera
Kenneth R. Harrison, Sr.
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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 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; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; 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. Conflicting Ordinances. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

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 _____, 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.

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.

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 21, 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, 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.

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.

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.

April 9, 2026 26-01170W

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 21, 2026
Item #: 11

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 the Right of Way for North Cumberland Avenue Vacate; Project No. VAC-26-040. (Concurrency & Commitment Coordinator McFarlane)

Background Summary:

The portion of right of way (ROW) is part of N. Cumberland Avenue and is located in Commission District 2. The portion of ROW runs in a North-South direction, and the request is to vacate and abandon approximately 0.422 acres of public ROW.

This staff-initiated ROW vacation request aims to correct property boundaries for Unity Park. Presently, the park comprises two (2) distinct parcels (PID 17-22-28-6144-02-040 and PID 17-22-28-6144-02-057) separated by City ROW. Upon vacation of this ROW, staff intends to consolidate the vacated ROW with the existing parcels, creating a single parcel encompassing all of Unity Park.

All applicable utility companies have indicated no objections. The Orange County Property Appraiser's Office has reviewed both the area proposed for vacation and the legal description, raising no objections. The City of Ocoee's Utility Department also reviewed and approved the request without objection.

Issue:

Should the Honorable Mayor and City Commission approve a resolution abandoning and vacating a portion of the public right of way of North Cumberland Avenue?

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 Cumberland Avenue.

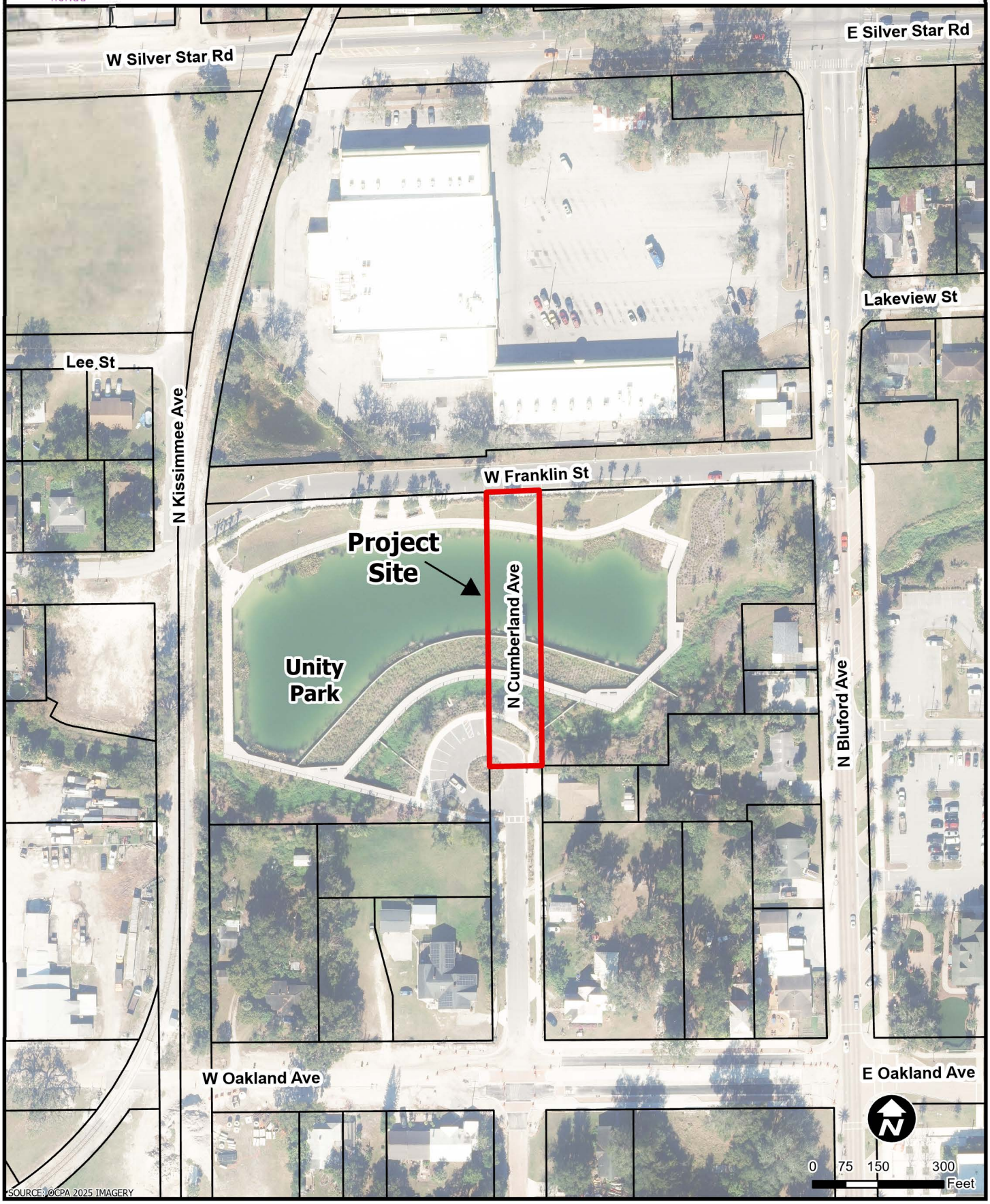
Attachments:

1. Aerial Map
2. Location Map
3. Response Letters
4. Resolution
5. Advertisement

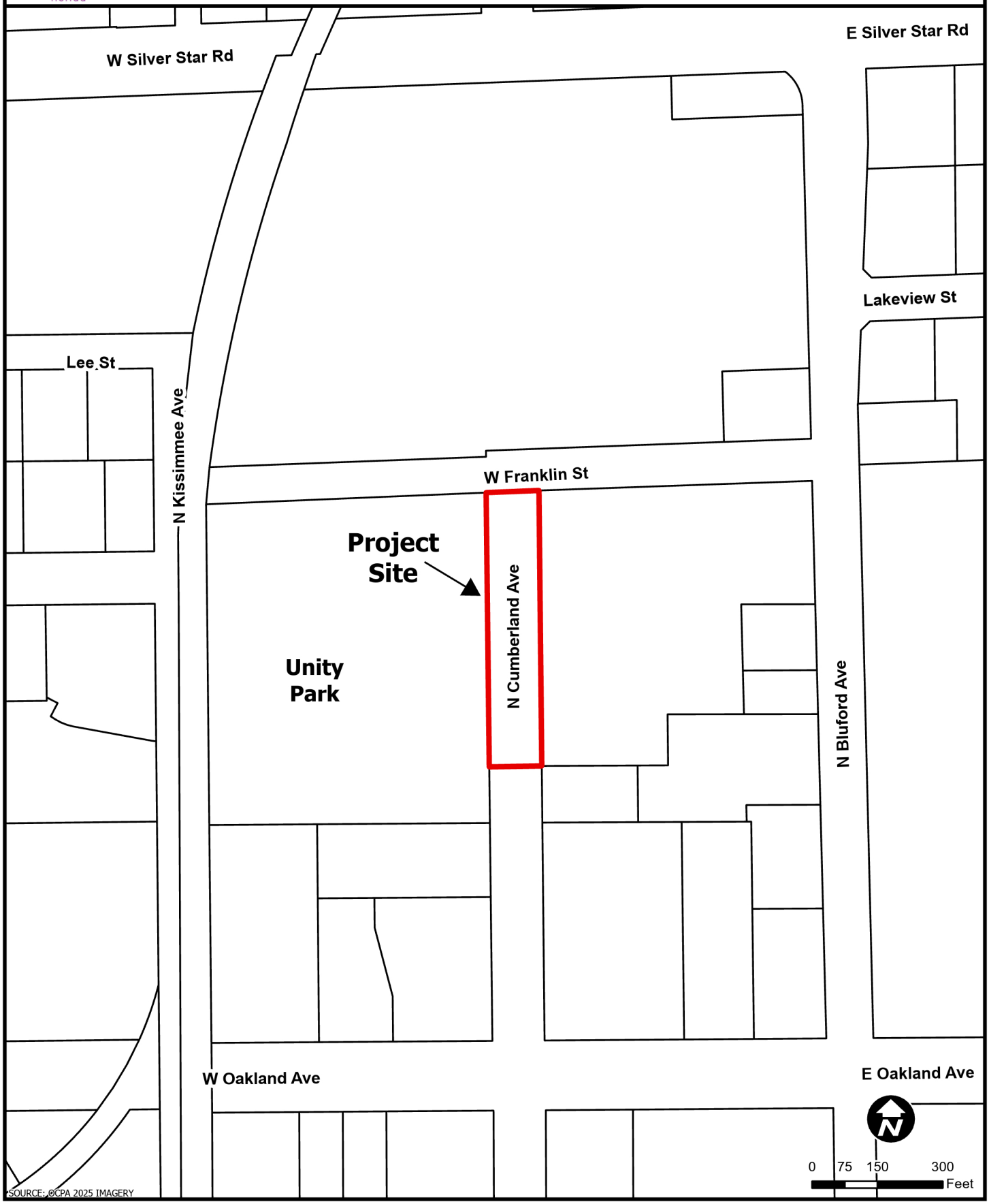
Financial Impacts:
N/A

Type of Item: Public Hearing

N. Cumberland Ave Vacate
Aerial Map



N. Cumberland Ave Vacate
Location 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:		
Subject:	**Vacation & Abandonment of Right-of-Way or Easement Sketch and Legal Attached**	
Project Name:	**N Cumberland Avenue Right-of-Way 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:	
Print Name:	Ronald Bruce Tynes Construction
Utility or Gov't. Name:	Spectrum/Charte
Date:	02/23/2026

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
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:		
Subject:		**Vacation & Abandonment of Right-of-Way or Easement** **Sketch and Legal Attached**
Project Name:		**N Cumberland Avenue Right-of-Way Vacate**

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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:	Ronnie Lalchan
Print Name:	RONNIE LALCHAN FOR AT&T
Utility or Gov't. Name:	AT&T
Date:	2/19/26

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
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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:	
Print Name:	Rojesh Sankar
Utility or Gov't. Name:	Orange County Government
Date:	2/20/2026

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
Richard Firstner, District 3
George Oliver, III, District 4

To:		**Thai Braschi & Ronnie Lalchan, AT&T**
		Lacey Beier & Richard Stewarts, Centurylink
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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.

☑ Our utility or government (OBJECTS / DOES NOT OBJECT) to this vacation/abandonment.

Comments (if any):	

Signature:	Domingo Colon
Print Name:	Domingo Colon
Utility or Gov't. Name:	Lake Apopka Natural Gas District
Date:	2/20/2026

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
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:		
Subject:		**Vacation & Abandonment of Right-of-Way or Easement** **Sketch and Legal Attached**
Project Name:		**N Cumberland Avenue Right-of-Way 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.

DOES
DOES NOT OBJECT

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:	03/16/2026

Please return this form via E-Mail to:

Cecilia Seaver, Development Review Coordinator
Department-Planning Division

(407) 554-7115
E-Mail: cseaver@ocoee.org

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

From::		**Irma Cuadra, Duke Energy – Distribution & Todd Boyer - Transmission**
Date:		
Subject:		**Vacation & Abandonment of Right-of-Way or Easement** **Sketch and Legal Attached**
Project Name:		**N Cumberland Avenue Right-of-Way 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 (**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:	February 27, 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 THE 60' WIDE RIGHT OF WAY OF CUMBERLAND AVENUE, LYING SOUTH OF FRANKLIN STREET AND LYING 65 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 5, BLOCK 2 AS DEPICTED ON THE PLAT OF THE MAP OF OCOEE, RECORDED IN PLAT BOOK A, PAGE 100 OF THE PUBLIC RECORDS OF ORANGE COUNTY; 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 Cumberland Avenue Right of Way running in an North-South direction being a portion of the 60' wide right of way of Cumberland Avenue, lying south of Franklin Street and lying 65 feet north of the southwest corner of Lot 5, Block 2 as depicted on the plat of the MAP OF OCOEE, recorded in Plat Book A, Page 100 of the Public Records of Orange County; 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 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. **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 4. **Effective Date**. This Resolution shall become effective upon passage and adoption.

PASSED AND ADOPTED this _____day of _____, 2026.

SIGNATURE PAGE TO FOLLOW

CITY OF OCOEE, FLORIDA

By:_____
Rusty Johnson, Mayor

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED BY THE CITY OF OCOEE COMMISSION AT A MEETING HELD ON _____ _____, 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

SCHEDULE "A"
SKETCH OF DESCRIPTION

Exhibit "A"

Legal Description

A parcel of land, being a portion of the 60' wide right-of-way of Cumberland Avenue, lying south of Franklin Street and lying 65 feet north of the southwest corner of Lot 5, Block 2 as depicted on the plat of the MAP OF OCOEE, recorded in Plat Book A, Page 100 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commencing at the northeast corner of Lot 1, FREEMAN AND YARR REPLAT as recorded in Plat Book 60, Page 99 of the Public Records of Orange County, Florida; thence run N 02°49'36" E along the westerly right-of-way line of Cumberland Avenue, for a distance of 65.00 feet to the POINT OF BEGINNING of the herein described parcel; thence continue N 02°49'36" E along said westerly right-of-way line, for a distance of 305.28 feet to the southerly right-of-way line of Franklin Street, a 60' wide right-of-way as depicted in said MAP OF OCOEE; thence run S 89°59'58" E along said southerly right-of-way line of Franklin Street, for a distance of 60.07 feet to easterly right-of-way line of said Cumberland Avenue; thence run S 02°49'36" W along said easterly right-of-way line, for a distance of 308.24 feet to a point being 65 feet north of the southwest corner of Lot 5, Block 2 of said MAP OF OCOEE; thence run N 87°10'24" W, for a distance of 60.00 feet to the POINT OF BEGINNING.

Containing 18,405 square feet or 0.422 acres, more or less.

Surveyor's Notes

1. *This Sketch of Description is not valid without the original signature and seal of a Florida licensed surveyor and mapper.*

2. *Bearings shown hereon are relative to the westerly right-of-way line of Cumberland Avenue as depicted on the plat of FREEMAN AND YARR REPLAT, recorded in Plat Book 60, page 99 of the Public Records of Orange County, Florida, as being N 02°49'36" E.*

3. *Lands shown hereon were not abstracted for ownership, easements, rights-of-way or other title matters by this firm, any related information shown hereon was acquired from the Orange County property appraiser website, the plat FREEMAN AND YARR REPLAT, as recorded in Plat Book 60, page 99 and the plat of the MAP OF OCOEE, as recorded in Plat Book A, page 100, of the public records of Orange County, Florida. A title insurance commitment or title information has not been provided.*

MAX RAMOS
License Number
6458
STATE OF FLORIDA
Professional Surveyor and Mapper

THIS IS NOT A FIELD SURVEY

MAX RAMOS ***2/2/2026***
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. LS 6458

PROJECT TITLE:
SKETCH OF DESCRIPTION
A PORTION OF THE 60' WIDE RIGHT-OF-WAY
OF CUMBERLAND AVENUE

DATE	BY	DESCRIPTION

REVISION

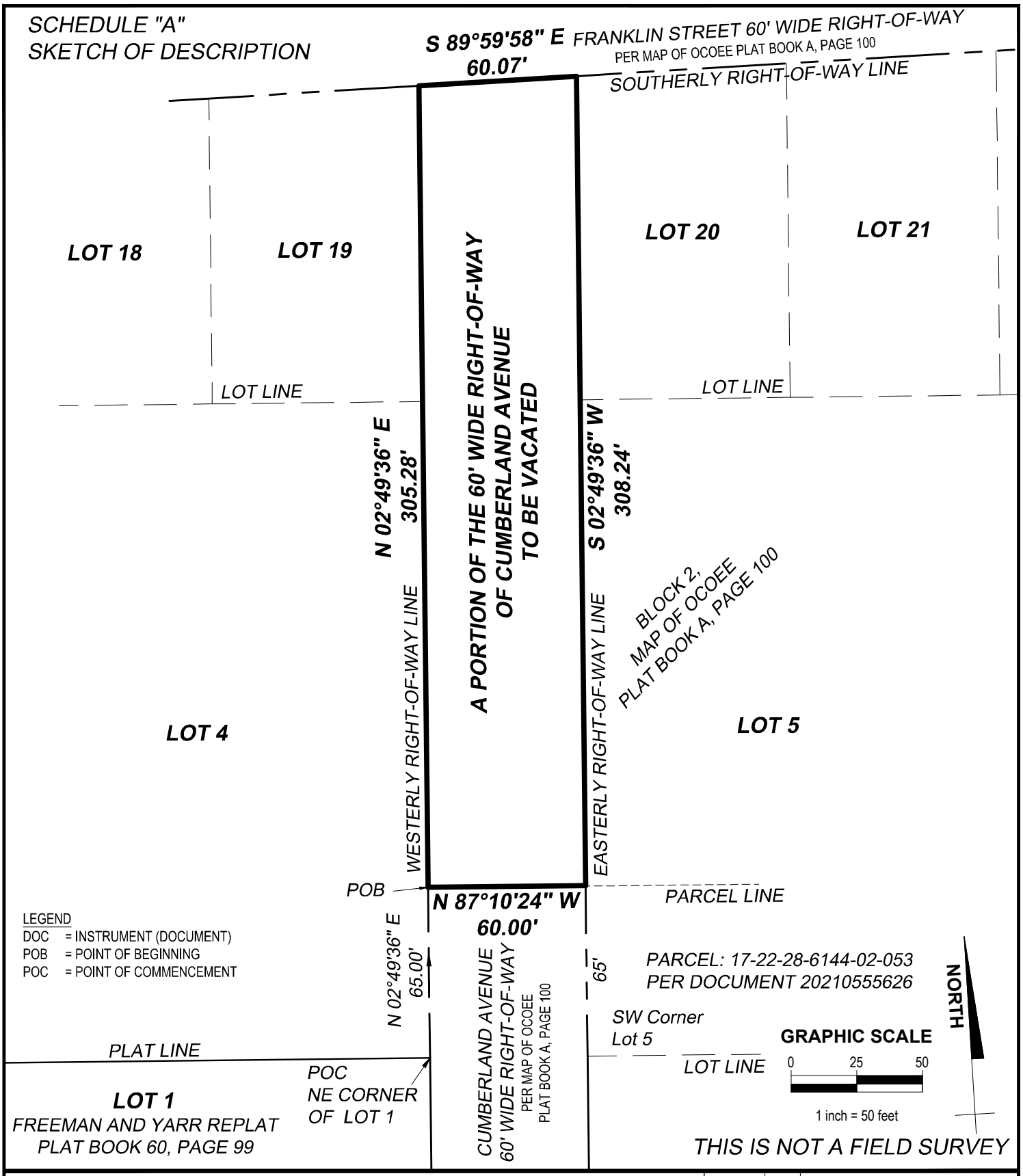
DRAWN BY: MEP | CHKD. BY: MR
DATE: 01/29/2026 | DATE: 01/29/2026

JOB No. 6374231442.T15 | SCALE: N / A | SHT. 1 OF 2

DRAWING NAME: 6374231442.T15.SOD.dwg

WSP USA GEOMATICS INC.
550 Northlake Boulevard, Suite 1000
Altamonte Springs, FL 32701 USA
Phone: (407) 522-7570
www.wsp.com
Certificate of Authorization Number LB-0008652

P:\6374\2026\Ocoee Continuing Survey Services 6374231442\15.SOD for Parcel ID 17-22-28-6144-01-091\6374231442.T15.SOD.dwg, 2/2/2026 2:44:52 PM



PROJECT TITLE:

SKETCH OF DESCRIPTION
A PORTION OF THE 60' WIDE RIGHT-OF-WAY OF CUMBERLAND AVENUE

DATE	BY	DESCRIPTION

REVISION

WSP USA GEOMATICS INC.
550 Northlake Boulevard, Suite 1000
Altamonte Springs, FL 32701 USA
Phone: (407) 522-7570
www.wsp.com
Certificate of Authorization Number LB-0008652

DRAWN BY: MEP		CHKD. BY: MR	
DATE: 01/29/2026		DATE: 01/29/2026	
JOB No. 6374231442.T15	SCALE: 1" = 50'	SHT. 2	OF 2

DRAWING NAME: 6374231442.T15.SOD.dwg

P:\6374\2026\Ocoee Continuing Survey Services 6374231442\15.SOD for Parcel ID 17-22-28-6144-01-091\6374231442.T15.SOD.dwg, 2/2/2026 2:45:24 PM

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 CUMBERLAND AVENUE
CASE NUMBER: VAC-26-040

NOTICE IS HEREBY GIVEN, pursuant to Chapter 153, Article II of the Code of Ordinances of the City of Ocoee, that on **TUESDAY, APRIL 21, 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 Cumberland Avenue 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 CUMBERLAND AVENUE, LYING SOUTH OF FRANKLIN STREET AND LYING 65 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 5, BLOCK 2 AS DEPICTED ON THE PLAT OF THE MAP OF OCOEE, RECORDED IN PLAT BOOK A, PAGE 100 OF THE PUBLIC RECORDS OF 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.

April 9, 2026 26-01167W

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.