OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

July 7, 2026 **AGENDA** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER**

  Invocation

  Pledge of Allegiance

  Roll Call and Determination of Quorum

- **PRESENTATIONS AND PROCLAMATIONS**

  America 250 Proclamation

- **STAFF REPORTS AND AGENDA REVIEW**

- **PUBLIC COMMENTS**

- **CONSENT AGENDA**

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

  1. Approval of Minutes from the Regular City Commission Meeting held June 16, 2026, and City Commission Workshop Meeting held June 23, 2026. **(City Clerk Sibbitt)**
  2. Approval of First Amendment to Downtown Master Developer Consulting Services Agreement with G3 Development (RLI #24-003). **(Assistant City Manager Rumer)**
  3. Approval of the Phase 2 Service Engagement with Cole Pro Media as Transparency Engagement Advisor for Ocoee Communications. **(Assistant City Manager Rumer)**
  4. Approval of an Access Easement Agreement with Silvestri Investments of Florida, Inc. for the Market Store at Prairie Lake. **CONTINUED FROM THE JUNE 16, 2026, CITY COMMISSION MEETING. (Community Development Administrator McFarlane)**
  5. Approval of a Partial Release of the Two-Year Warranty Surety for Ocoee Village Center Offsite Maintenance, Materials, and Workmanship Agreement. **(Development Engineer Keaton)**
  6. Approval of a Partial Release of the Performance Surety for Ocoee Village Center Offsite Potable-Reclaim Cross Connection. **(Development Engineer Keaton)**
  7. Approval of Single Source Vendor and Piggyback Contract Utilization with North America Fire Equipment Company (NAFECO) for Fire Department Uniforms. **(Deputy Fire Chief Van Camp)**
  8. Approval of Cover the Tees Single Source Phase 2 Contract. **(Parks and Leisure Services Director Johnson)**

9. Approval of the Fifth Amendment to the Contract with SSS Twin Rivers OPCO LLC, doing business as Down to Earth (DTE) Golf Management. **(Parks and Leisure Services Director Johnson)**
10. Approval to Award ITB #26-006 Clarke Road Force Main Relocation Project. (**Procurement Manager Tolbert**)
11. Notification of Cumulative Expenditures with Orlando Fun Crew and Approval to Add this Vendor to the Single Source List. **(Recreation Operations Manager Hogan)**
12. Notification of Cumulative Expenditures with RCM Utilities, LLC and Approval to Continue Utilizing the City Of Zephyrhills General Construction Continuing Services Agreement No. 41-25-13. **(Utilities Director Bolling)**
13. Approval to Accept Florida Department of Environmental Protection Vulnerability Assessment Grant. **(Utilities Director Bolling)**

- **FIRST READING OF ORDINANCE**

14. First Reading of an Ordinance Establishing Procedural Rules to Challenge Candidates to the City Commission under Section C-10 and Section C-11 of the City Charter. **(City Attorney Geller)**
15. First Reading of an Ordinance Establishing an Emergency Medical Services Division and Emergency Medical Services Enterprise Fund. **(Deputy Fire Chief Van Camp)**
16. First Reading of Ordinance for the Text Amendment to the Land Development Code, Creating Section 4-13 to Establish Regulations and Procedures for Certified Recovery Residences. **(Community Development Administrator McFarlane)**
17. First Reading of the Ordinance for the 5068 Adair Street — Torres Aguilar/Salcedo Property, Annexation & Rezoning from Orange County A-1 to City of Ocoee R-1; Project No. AX-03-26-01 & RZ-26-03-01. **(Planner II Belizaire)**

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

18. Second Reading of an Ordinance Regulating Micromobility Vehicles. **(Police Chief Ogburn)**
19. Second Reading of an Ordinance to Create Chapter 105 Master Capital Project and Service Assessment. **(Utilities Director Bolling)**

- **PUBLIC HEARING**

20. Public Hearing for Walmart Neighborhood Market Sign Variance; Project No. VR-26-02. **(Planner II Belizaire)**

- **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.

Proclamation

WHEREAS, on July 4, 1776, the Declaration of Independence was signed, marking the birth of the United States of America and affirming the fundamental principles of liberty, equality, and the unalienable rights of life, liberty, and the pursuit of happiness; and

WHEREAS, the year 2026 marks the 250th anniversary of this historic event, providing an opportunity for Americans to reflect upon the ideals that shaped our nation and continue to guide our democracy today; and

WHEREAS, this semiquincentennial anniversary is being recognized at the national, state, and local levels, encouraging communities across the country to honor the sacrifices, achievements, and enduring civic spirit of generations of Americans who have contributed to our nation's history over the past 250 years; and

WHEREAS, local governments play an important role in preserving history, encouraging civic engagement, promoting patriotism, and fostering community pride for current and future generations; and

WHEREAS, the City of Ocoee proudly recognizes this milestone in our nation's history through festive America250 pole banners displayed along Bluford Avenue and McKey Street in Downtown Ocoee, as well as red, white and blue banners along Clarke Road and the historic Withers-Maguire House is adorned with America250 bunting in recognition of this historic occasion; and

WHEREAS, the City of Ocoee hosted its annual July 4th Celebration, where residents and visitors came together in celebration of America's 250th anniversary and enjoyed family-friendly America250 activities, patriotic festivities, historical performances by Thomas Jefferson, John Adams and Abigail Adams, Paul Revere's famous midnight ride, and a fireworks show; and

WHEREAS, the City of Ocoee joins communities throughout the nation in commemorating the 250th anniversary of the signing of the Declaration of Independence and reaffirming our commitment to the ideals and freedoms upon which the United States was founded;

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Commission of the City of Ocoee, Florida, that July 4, 2026, and the year 2026, be recognized as a time to commemorate the **250th Anniversary of the Signing of the Declaration of Independence**, and that the City of Ocoee encourages all residents to participate in civic, educational, and community celebrations throughout the year honoring this historic milestone in our nation's history.

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

Rusty Johnson, Mayor

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

June 16, 2026 **MINUTES** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER** 6:18 PM

Mayor Johnson called the regular session to order at **6:18 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. **Deputy City Clerk Parks** called the roll and declared a quorum present.

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

Absent: Commissioner Firstner

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

- **PRESENTATIONS AND PROCLAMATIONS** 6:20 PM

2026 Juneteenth Independence Day Proclamation – read and proclaimed by **Mayor Johnson**.

- **STAFF REPORTS AND AGENDA REVIEW** 6:23 PM

City Manager Shadrix asked that item #4 of the Consent Agenda be pulled and continued to a future meeting date, to allow staff to address legal comments and concerns.

Motion: Move to pull and continue Item #4 of the Consent Agenda to be heard at a future meeting date; Moved by Commissioner Kennedy, seconded by Commissioner Oliver; Motion carried 4-0 with Commissioner Firstner absent.

City Manager Shadrix stated that he would like to add the Fourth Amendment to the Development Agreement for the Regency at Ocoee to the agenda as a walk-on item and requested approval of the agreement.

Motion: Move to approve the Fourth Amendment to the Development Agreement for the Regency at Ocoee; Moved by Commissioner Oliver, seconded by Commissioner Wilsen; Motion carried 4-0 with Commissioner Firstner absent.

- **PUBLIC COMMENTS** 6:26 PM

The following persons addressed the City Commission:

- **Dr. Jim Moyer**, *Orange County Soil and Water Commission District 1*, gave a brief presentation on the Floridan Aquifer and its importance to Orange County. He encouraged residents to practice water conservation habits.

- **Victoria Laney,** *Ocoee Resident,* expressed her concerns regarding the closure of the Christian Service Center.

- **Shanti Persaud,** *Owner, WOKB,* acknowledged the sound issues arising from recent community events hosted at the radio station, and explained the steps being taken to prevent these issues during future events. She introduced her sound engineer, who further discussed their plans to mitigate the issues.

- **Sasha Watson Sankey,** *Ocoee Resident,* spoke in support of WOKB and their events.

- **Susan Vogt and Sandy Bailey,** *Ocoee Residents,* expressed their concerns about the noise associated with events hosted by WOKB.

- **Laurine Rausch,** *Ocoee Resident,* expressed her concerns about the noise associated with events hosted by WOKB, and whether their property's zoning allows for such events.

- **Marilyn Franks,** *Ocoee Resident,* expressed her concerns about the noise associated with events hosted by WOKB.

- **Chris Marciniak,** *Ocoee Resident,* expressed her concerns about the noise associated with events hosted by WOKB.

- **Joy Thompson,** *Ocoee Resident,* expressed her concerns about the noise associated with events hosted by WOKB.

- **Gaillot Joseph,** *Ocoee Resident,* expressed his concerns about the noise associated with events hosted by WOKB.

- **Anand Ramkissoon,** *Sound Engineer for WOKB***,** addressed comments regarding the decibels during past concerts and stated that they have not been ticketed for loud music or traffic congestion.

Mayor Johnson specified that this property is not located within City limits. **City Manager Shadrix** reiterated that this property is not located within City limits and briefly explained the City's efforts to research the issue. **Police Chief Ogburn** gave a brief overview of his communications with Orange County Sheriff's Office and advised residents how to proceed if the issue occurs in the future.

Commissioner Wilsen explained that the homes surrounding the radio station are within her district. She advised that residents have reached out to her with their concerns regarding the level of noise and expressed her views on the issue.

Commissioner Oliver acknowledged that the radio station issued an apology and informed the Commission and audience of the corrective actions they are taking regarding the noise level during events. He further stated that these concerns should be heard by the Orange County Board of County Commissioners, without putting the City of Ocoee in the mix as a pass-off.

City Attorney Geller noted that this is A-1, Orange County property, seemingly without a bonafide agricultural use. The property does not have the appropriate zoning, even at the county level, to serve as a ticketed, commercial-level concert venue. He further reiterated that a City of Ocoee Commission Meeting is the wrong place for this conversation; it should be addressed by Orange County.

Mayor Johnson again stated that this property is not within the City's jurisdiction; therefore, the City cannot issue a permit.

- **Joy Thompson,** *Ocoee resident,* inquired whether WOKB would be allowed to host their advertised Father's Day event.

Mayor Johnson responded that they cannot host an event without a permit and inquired whether the radio station had received a permit for the event from Orange County.

- **Shanti Persaud,** *Owner, WOKB,* advised that they do not have a permit so their event cannot exceed 150 people.

Commissioner Kennedy noted that it was then considered a private event, like having people over at your house.

Mayor Johnson directed City Manager Shadrix and City Attorney Geller to dispatch a letter to Orange County regarding the matter.

• CONSENT AGENDA 7:17 PM

Consent Agenda Motion

Motion: Move to adopt Consent Agenda Items #1-3 and #5-10; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 4-0 with Commissioner Firstner absent.

1. Approval of Minutes from the Regular City Commission Meeting held June 2, 2026. **(City Clerk Sibbitt)**
2. Approval of New Appointment to the Citizen Advisory Council for Ocoee Fire Department (CACOFD). **(Deputy City Clerk Parks)**
3. Approval of a New Appointment to the Parks and Recreation Advisory Board (PRAB). **(Deputy City Clerk Parks)**
4. Approval of Access Easement Agreement with Silvestri Investments of Florida, Inc for the Market Store at Prairie Lake. **(Community Development Administrator McFarlane)**
5. Approval of First Amendment to Parking Lease Agreement — 137 W. McKey Street & 120 W. Oakland Ave. **(Community Development Administrator McFarlane)**
6. Approval of the Agreement between the City of Ocoee and Fullers Crossing 429, LLC, for Fullers Cross Commercial PUD. **(Development Services Director Lepp)**
7. Approval to Apply for and Accept the BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG). **(Police Chief Ogburn)**
8. Approval for Crossing Guard Services with All City Management Services. **(Police Chief Ogburn)**
9. Approval to Authorize a One-Year Contract Extension with CHA Consulting for RFQ #20-006 Utility Modeling and Minor Utility Studies. (**Procurement Manager Tolbert**)
10. Approval to Piggyback Sourcewell's Contract with Vertosoft LLC. for the OpenGov E-Procurement Software as a Service (SaaS) Platform **(Procurement Manager Tolbert)**

• FIRST READING OF ORDINANCE

11. First Reading of an Ordinance Regulating Micromobility Vehicles. **(Police Chief Ogburn)**

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

12. First Reading of An Ordinance To Create Chapter 105 Master Capital Project and Service Assessment. **(Utilities Director Bolling)**

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 July 7, 2026, City Commission Meeting, at 6:15 PM or soon thereafter.

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

- **PUBLIC HEARING -** None

- **REGULAR AGENDA** **7:21 PM**

13. Discussion and Direction on Ocoee Solid Waste Franchise. **(Public Works Director Krüg)**

Public Works Director Krüg presented information regarding the Ocoee Solid Waste Franchise and requested Commission direction on whether to authorize staff to negotiate a new agreement with the current vendor or proceed with soliciting bids for a new franchise agreement. He also sought direction regarding the continuation of recycling services.

Mayor Johnson stated that he is opposed to negotiating another three-year contract with the current vendor.

Commissioner Kennedy inquired about the proposed rate increase, residential and commercial cost calculations, and operational expenses. **Public Works Director Krüg** responded to his questions and provided additional clarification regarding the associated costs.

Commissioner Wilsen expressed support for soliciting bids for a new franchise agreement.

Commissioner Oliver emphasized the importance of pursuing the option that would result in the greatest cost savings for residents.

Mayor Johnson noted that the original decision to contract with an outside vendor was made to avoid increasing rates for residents. Following discussion, the Commission reached a **consensus to authorize staff to solicit bids for a new solid waste franchise, both with and without recycling services.**

14. Adoption of the Amended and Restated Initial Assessment Resolution for the FY 26-27 Fire Protection Assessments. **(Assistant City Manager Rumer)**

City Manager Shadrix emphasized that a similar discussion was had during last year's budget season, before the current property tax legislation. He explained that this presentation will explain how fire services are funded, review increasing service demands and operational costs, discuss the current funding gap, explain how additional revenue would support fire rescue operations, and present the proposed assessment update.

Assistant City Manager Rumer gave a detailed presentation on the proposed fire assessment fee, highlighting the projected fire department expenses, community growth and development, rising costs of providing fire services, personnel cost growth, equipment cost inflation, fire apparatus cost inflation, and the apparatus replacement schedule.

City Attorney Geller read the title of the resolution.

Discussion ensued regarding transparency of costs, revenue, and impact on the residents.

Motion: Move to adopt Approach #3 – 100% Cost Recovery; Moved by Commissioner Kennedy; Motion died for lack of a second.

Motion: Move to adopt the Amended and Restated Initial Assessment Resolution for the FY 26-27 Fire Protection Assessments, Establishing a Maximum Fire Service Assessment Funding Level Equal to 70% of the Five-Year Average Assessable Fire Budget, and Set the Public Hearing Date for August 18, 2026, for Adoption of the Final Assessment Resolution; Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried 4-0 with Commissioner Firstner absent.

- **MAYOR'S ANNOUNCEMENTS** 8:46 PM

Mayor Johnson announced the upcoming City events for the months of June and July.

- **COMMENTS FROM COMMISSIONERS** 8:48 PM

Commissioner Oliver – Commented on the following: 8:48 PM – 8:49 PM

1) Encouraged seniors to be mindful of the high weather temperatures and to take care of themselves.

2) Read an inspirational quote.

Commissioner Wilsen – Commented on the following: 8:49 PM – 8:51 PM

1) Stated that she is looking forward to the July 4th celebration and encouraged residents to attend.

Commissioner Kennedy – No further comment.

Mayor Johnson – Commented on the following: 8:51 PM – 8:52 PM

1) Shared that while on vacation in London, he observed their garbage pickup being daily.

- **ADJOURNMENT** 8:52 PM

APPROVED:

Attest: **City of Ocoee**

Victoria D. Parks, Deputy City Clerk **Rusty Johnson, Mayor**

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

June 23, 2026 **MINUTES** **6:00 PM**

WORKSHOP

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

Mayor Johnson called the workshop to order at 6:00 PM in the Commission Chambers of City Hall. **Recording Clerk Justice** called the roll and declared a quorum present.

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

Absent: Commissioner Firstner

Also Present: City Manager Shadrix, Assistant City Manager Rumer, Parks & Leisure Services Director Johnson, Finance Director Weber, Assistant Finance Director Lawitzke, Utilities Director Bolling, Assistant Utilities Director Hopper, CRA Administrator Vaca, Development Services Director Lepp, and Recording Clerk Justice

- **DISCUSSION ON FOREST LAKE GOLF COURSE** 6:01 PM

City Manager Shadrix explained that the plan being presented will not compromise property tax revenues for the City and will be funded by other means. He introduced the following consultants, partners, and staff:

- Scott Wellington, *Senior Director, PGA of America*
- Nathan Logan, *Senior Design Associate, Beau Welling Design*
- Andrew Yeast, *Executive Director, North Florida PGA*
- Alfredo Ortiz, *CEO, First Tee Central Florida*
- Robert Utsey, *Principal, ZHA*
- Mark Johnson, *Parks and Leisure Services Director*

City Manager Shadrix summarized the workshop objectives which covered:

- Provide a Brief Overview
- Introduce Partners and Consultants
- Discuss Vision, Field Work, and Research
- Discuss Forest Lake Master Plan
- Discuss Next Steps

He then described why Forest Lake Golf Course matters and provided a timeline of events leading to the City taking over its operations.

Parks and Leisure Services Director Johnson provided an overview of course improvements that have been made over the past year. He also highlighted upcoming projects, equipment acquisitions, and recent events that Forest Lake has hosted.

City Manager Shadrix explained the vision for Forest Lake under which the City has been operating for the past year, based on feedback from the elected officials, and showcased the destination golf courses that inspired this vision. He remarked that he will be asking the City Commission to formalize partnerships with First Tee Central Florida and North Florida PGA to help bring that vision to fruition and invited their representatives to talk about their organizations.

Alfredo Ortiz, *CEO, First Tee Central Florida*, and **Andrew Yeast,** *Executive Director, North Florida PGA,* briefly described their respective organizations' missions and goals for a mutually beneficial partnership with the City to improve Forest Lake Golf Course.

City Manager Shadrix provided a history of *Beau Welling Design* and invited **Nathan Logan**, *Senior Design Associate*, to explain the advisory, golf course design, and land shaping services that his team provides. **Mr. Logan** also provided his credentials and work history and presented some of the courses his team has worked on. He summarized the goals and objectives that will help the City create a destination golf course.

City Manager Shadrix reminded the City Commission that the golf course land is owned by the wastewater utility. He advised that there will be utility projects, such as the expansion of the reclaimed water system, running concurrently with the Forest Lake improvements to maximize efficiency and funding opportunities. He further shared the new vision for the clubhouse, which is to create a recreation and entertainment destination, and described potential features.

City Manager Shadrix announced that, before introducing the Master Plan, it was important to circle back and learn more about First Tee Central Florida and North Florida PGA. **Mr. Ortiz** and **Mr. Yeast** highlighted their respective organizations' programs and services further in depth, emphasizing the importance for each to develop a home-base facility and impart a positive impact on the local community.

City Manager Shadrix explained why he would like to partner with both First Tee Central Florida and North Florida PGA. He then invited **Mr. Logan** to present the Master Plan.

Mr. Logan provided an overview of the Master Plan, covering key components and a synopsis of each of the three proposed phases. Discussion ensued.

City Manager Shadrix commended **Parks and Leisure Services Director Johnson** for his team's efforts to maintain strict budget control from a revenue standpoint, while simultaneously making incremental improvements. He then presented an in-depth look at the three proposed improvement phases, the first of which is already underway and anticipated to be complete by early fall. He pointed out that some projects would be running concurrently to optimize speed; the goal for phase two would be completion in late 2027, with phase three in the third quarter of 2028.

The floor was opened for each member of the City Commission to ask questions. **Mr. Logan, Mr. Wellington, Mr. Utsey, and City Manager Shadrix** addressed all questions.

City Manager Shadrix reiterated next steps and noted that many agenda items and utility-related plans would be forthcoming parallel to this project.

- **ADJOURNMENT** 7:43 PM

APPROVED:

Attest: **City of Ocoee**

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

STAFF REPORT

Meeting Date: July 7, 2026
Item #: 2

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director:
City Manager: Craig Shadrix

Subject: Approval of First Amendment to Downtown Master Developer Consulting Services Agreement with G3 Development (RLI #24-003). (Assistant City Manager Rumer)

Background Summary:

On December 3, 2024, the City entered into a Downtown Master Developer Agreement with G3 Development to serve as the Downtown Master Developer. As part of that agreement, G3 prepared the Master Developer Final Report, a strategic framework to guide the redevelopment of Downtown Ocoee. The report integrates the aspirations of the City Commission, staff, and residents with current market realities, offering a phased, actionable roadmap to bring the community's vision to life. G3 presented the report to the City Commission on November 18, 2025, and is attached for reference.

City staff and G3 Development have since discussed continuing G3's role as Downtown Master Developer and have proposed a First Amendment to the original agreement. The amendment covers an initial six-month period, with an option for an additional six-month extension, and provides for G3 to:

- Assist the City in rolling out incentive and market-gap frameworks, including Standard Development Agreement components such as land conveyance, city incentives, developer performance standards, and term sheets;
- Submit up to three Catalyst Project sites for consideration under Public-Private Partnership (P3) agreements;
- Assist City staff with deal-specific economics (developer fee, equity, land terms) and support negotiation of project development agreements;
- Assist in updates to the 2017 Downtown Master Plan; and
- Provide consultation on addressing downtown parking, including both open lots and structured parking.

The First Amendment will replace the initial agreement and will be reviewed at the end of the initial six-month period. If G3 secures approval on any of the three Catalyst Projects and continues on that path, the agreement will conclude at that point. If, after six months, a Catalyst Project deal has not been completed or other consulting is needed, staff will seek the additional six-month extension to continue G3's support.

Issue:

Should the Honorable Mayor and City Commission approve the First Amendment to the G3 Downtown Master Developer Consulting Services Agreement for the Master Downtown Developer under RLI #24-003?

Recommendations:
Staff recommends the Honorable Mayor and City Commission approve the First Amendment to the G3 Downtown Master Developer Consulting Services Agreement for the Master Downtown Developer under RLI #24-003 which will replace the terms of the original agreement.

Attachments:
1. First Amendment to Master Development Consulting Services Agreement
2. City of Ocoee Master Developer Report

Financial Impacts:
The $93,000 will be funded from the Planning Division's Professional Services budget.

Type of Item: Consent

FIRST AMENDMENT TO

MASTER DEVELOPMENT CONSULTING SERVICES AGREEMENT

1. **Executive Summary**. G3 Development completed Phase 1 of the Master Developer engagement with the delivery and acceptance of the Downtown Ocoee Master Developer Report. The analytical and strategic foundation for redevelopment has been established. Phase 2 translates that foundation into execution. This memorandum outlines the proposed scope, schedule, and compensation structure for Phase 2 and is intended to align the City and G3 on principal terms in advance of a formal addendum to the existing Master Developer Agreement, to be drafted by the City Attorney with review by G3 counsel. The pages that follow define each workstream with explicit role boundaries, present a twelve-month engagement schedule with workload weighting across the three workstreams, lay out the flat-fee retainer and transparent overage structure, and set out the principal terms of the proposed Phase 2 Addendum for the City's acknowledgment.

2. **Scope of Services**. Phase 2 comprises three concurrent workstreams. Each is deemed below with the specific role G3 plays and where the City Attorney and staff take the lead. Workstream 03 - Downtown Master Plan Coordination - concludes on page 3 alongside the engagement schedule.

3. **Incentives & Market Gap Tool Rollout**. G3 leads the strategic design and rollout of the incentive and market gap tools recommended in the Phase 1Report - prioritizing which tools to launch, shaping eligibility criteria and funding alignment, designing the application flow, crafting developer outreach, and standing alongside the City through Commission workshop, public hearing, and post-launch course correction. The City Attorney and staff handle formal legal drafting and day-to-day administration.

a. G3 delivers:
    i. Recommendation on which tools to prioritize for launch
    ii. Coordination with City staff to advance the rollout
    iii. Input on eligibility criteria parameters
    iv. Written review and comment on City-drafted program documentation
    v. Participation in Commission workshops and public hearings as requested
    vi. Guidance on rollout communications and ongoing program performance
b. Handled by the City
    i. Funding source alignment with City finance staff
    ii. Application flow design and intake procedures
    iii. Drafting of application forms, guidelines, and procedures
    iv. Drafting of resolutions, ordinances, and interlocal agreements
    v. Production and distribution of outreach and communications materials
    vi. Program administration, staff training, and day-to-day applicant support

4. **Catalyst Project Development Agreements**. G3 advances up to three (3) catalyst sites identified in the Phase 1Report from prioritization through executed development agreement. Sites proceed on staggered timelines aligned to City and market readiness. Each site moves through the phases below in sequence - roughly eight months from prioritization to executed DA, staggered by two months so effort spreads evenly. **Site A**: term sheet Month 4, DA drafting Months 5-6,DA executed Month 8. **Site B**: DA executed Month10. **Site C**: close-out through Month 12. Timing flexes with City and market readiness.

a. Site Prioritization: Confirm catalyst site sequence. Review parcel data, entitlements, utility capacity, and environmental conditions.
b. Programming & Underwriting: Preliminary site programming, conceptual massing, use mix, unit/ SF counts. Financial underwriting to test feasibility.
c. Term Sheet Negotiation: Draft and negotiate term sheets covering land disposition, timeline, performance benchmarks, and deal structure.
d. Development Agreement: City Attorney drafts from approved term sheet; G3 counsel reviews. G3 leads negotiation and post-execution entitlement coordination.

5. **Downtown Master Plan Coordination (GAI)**. G3 serves as developer-perspective advisor to the City and GAI throughout the master plan update - providing QC on land use, density, form-based code, parking ratios, and incentive alignment, and ensuring the catalyst sites integrate cleanly into the updated plan. The cadence is a standing monthly working session plus written commentary on each formal draft iteration.

a. G3 delivers:
    i. One standing working session per month with GAI and City staff
    ii. Written memo comments on each formal draft iteration issued by GAI
    iii. Developer-perspective QC on land use, density, form-based code, parking
    iv. Alignment between the master plan and the incentive program framework
    v. Catalyst site integration into the updated plan
b. Handled by the City:
    i. Additional meetings beyond the standing monthly working session
    ii. Public workshops and stakeholder engagement sessions
    iii. Authorship of written sections of the master plan
    iv. Graphic production, technical analysis, and modeling
    v. Expansion of master plan scope or duration

6. **Engagement Schedule**. Months l-3 are front-loaded on WS 01- standing up the toolkit, decision framework, and communication rhythm so every subsequent site moves through the same gate. Months 4-10 are the heart of WS 02:Sites A, 8, and Center the pipeline on staggered two-month offsets and exit with executed development agreements between Months 8 and 11. WS 03 is a light, steady presence throughout- roughly a half-day per week- so partnership evaluation happens continuously rather than as an end-of-term scramble. The final month tapers

into close-out, knowledge transfer, and a Year 2 playbook.

7. **Compensation**. G3 proposes a flat-fee monthly retainer of $15,500 per month for a term of six (6) months, totaling $93,000, with one extension of up to six (6) months at the same flat rate. The retainer covers all three workstreams as scoped in the preceding pages.

Compensation Structure		
Component	Structure	Amount
Base Retainer	Flat fee, monthly	$15,500 / month
Total Phase 2 Retainer	Six 6-month Engagements	$93,000
Expanded-scope principal rate	Hourly, against written amendment	$400 / hour
Expanded-scope non-principal rate	Hourly, against written amendment	$200 / hour
Reimbursables	Pass-through at cost	As incurred
Development Agreement Economics		Separate

8. **Expanded Scope**. Work beyond this memo - additional catalyst projects, expanded master plan involvement, litigation support - is billed hourly against a written amendment executed in advance. No expanded-scope hours are incurred without prior City authorization.

9. **Reimbursables**. Third-party costs on the City's behalf - travel outside Central Florida, approved consultants, filing fees - are reimbursed at cost on documentation. Routine travel within the region and all G3 overhead are included in the retainer.

10. **Development Agreement Economics**. The retainer compensates G3 for time and advisory effort. Developer fees, equity participation, and land disposition terms are negotiated per project at DA execution and documented in the development agreement.

11. **Terms & Execution**.
    a. **Term**. Six (6) months from the effective date of the Phase 2 Addendum.
    b. **Extension**. Up to six (6) Months by mutual written agreement at the then-current rate: rates renegotiable upon material change in scope.
    c. **Drafting**. The Phase 2 Addendum to the existing Master Developer Agreement will be drafted by the City Attorney with review by G3 counsel.
    d. **Effective Date**. Upon execution of the Phase 2 Addendum by both parties.
    e. **Governing Agreement**. This memorandum supplements and does not supersede the existing Master Developer Agreement. All unmodified terms remain in effect.

Executive Summary

The City of Ocoee is at a pivotal moment in its evolution. As one of Central Florida's fastest-growing communities, Ocoee is actively investing in its Downtown to ensure that it reflects the vibrancy, character, and economic vitality of the broader community. This *Vision & Implementation Strategy* represents the next step in that journey.

At the request of the City, G3 Development — serving as the City's Master Developer Consultant — has prepared this strategic framework to guide the redevelopment of Downtown Ocoee. This report integrates the aspirations of the City Commission, staff, and residents with current market realities, offering a phased, actionable roadmap to bring the community's vision to life.

Grounded in the City's adopted plans — including the *Downtown Master Plan (2016)*, *Plant Street Character Area Design Plan (2017)*, *Silver Star Road Complete Streets Strategy (2019)*, and the forward-looking *Envision 2045 Comprehensive Plan* — this document assesses the City's current assets and opportunities, outlines development scenarios for key sites, and provides tactical recommendations for implementation.

Throughout this process, we've remained focused on a central question: **What does it take — practically, financially, and strategically — to make the City's vision a reality?**

To answer that question, the report addresses four core components:

1. A synthesis of the City's adopted redevelopment plans and policy documents
2. An evaluation of City-owned properties, potential acquisitions, and key redevelopment parcels
3. An assessment of land use, zoning, tenant types, and development strategies suited to the Downtown's future
4. A series of market-based financial case studies and strategic recommendations to guide phasing and investment

What emerges is a realistic and inspiring framework that balances ambition with practicality. With thoughtful public-private partnerships, incremental phasing, and intentional investment, Downtown Ocoee can evolve into a dynamic, mixed-use destination that reflects the heart and soul of the City — while remaining economically sustainable over time.

This document is not a static plan. It is a **living strategy** — one that provides a shared foundation for decision-making, investment, and community building in the years to come.

1. Introduction

Downtown Ocoee is more than a geographic location — it is the heart of civic identity, economic potential, and community memory. As the City continues to grow and diversify, its Downtown must evolve to meet the needs of a changing population while preserving the values that make Ocoee unique. This report — the *Downtown Ocoee Vision & Implementation Strategy* — represents a strategic blueprint for how the City can move from vision to action.

In 2023, the City of Ocoee initiated a Request for Letters of Interest (RLI #24-003) to identify a qualified partner to guide the revitalization of its Downtown core. G3 Development was selected through that process and subsequently entered into a Master Developer Consulting Services Agreement with the City. Under this agreement, G3 serves as a strategic advisor, providing market insight, development analysis, and implementation planning for City-owned and privately held parcels in Downtown Ocoee.

This document is the culmination of that first phase of work. It is structured to address four key deliverables outlined in the Master Developer Agreement:

1. A comprehensive review of the City's existing planning documents and adopted visions
2. An evaluation of existing City-owned property and potential acquisition or redevelopment opportunities
3. An assessment of land use, zoning, development potential, and tenant strategies
4. Strategic and tactical recommendations to guide the City’s path forward

1.1 A Community Vision Rooted in Market Reality

The foundation of this report lies in the City’s ambitious vision for a connected, mixed-use Downtown — a walkable district activated by civic institutions, local businesses, housing options, and lakefront gathering spaces. That vision is documented in several formal planning efforts, including:

- The *Downtown Ocoee Master Plan* (2016)
- The *Plant Street Character Area Design Plan* (2017)
- The *Silver Star Road Complete Streets Strategy* (2019)
- The forward-looking *Envision 2045 Comprehensive Plan*

This report acknowledges the goals within those plans while layering in today’s economic realities — including rising construction costs, shifting market demand, rent thresholds, and the financial structures needed to make redevelopment feasible.

1.2 Our Approach

G3's strategy development included:

- A full review of City-adopted plans, policies, and land use codes
- Mapping and evaluation of City-owned and strategic private parcels
- Initial market testing of development prototypes for key sites
- Cost-based financial modeling to understand feasibility
- Engagement with City staff and alignment with Commission priorities
- Integration of previous work such as parking studies and zoning analyses

This process allowed us to distill a complex set of inputs — vision, physical assets, policies, and economics — into a roadmap that the City can begin executing today.

1.3 A Flexible, Phased Path Forward

Downtown revitalization is never instantaneous. It requires deliberate phasing, catalytic moves, and consistent leadership. This report is built with that in mind. It includes short-, mid-, and long-term action items, and offers market-tested examples to guide site-by-site decision-making. It also introduces financial gap analyses and incentive tools that can help close the delta between vision and viability.

The following pages outline how Ocoee can create a vibrant Downtown that reflects its history, embraces its future, and delivers measurable benefits to its residents, businesses, and stakeholders for generations to come.

2. Understanding the City's Redevelopment Vision

Downtown Ocoee has been the subject of thoughtful planning for nearly a decade, with the City investing in a series of frameworks to guide its revitalization. These planning efforts collectively envision a Downtown that is active, walkable, connected to its lakefront, and supported by a vibrant mix of public spaces, commercial vitality, and residential diversity.

This section synthesizes the City's adopted planning documents into a cohesive narrative. Rather than treating each plan as a standalone effort, our goal is to extract the guiding principles and recurring strategies that can shape a realistic, phased implementation strategy — one rooted in market feasibility and community identity.

2.1 Downtown Ocoee Master Plan (2016)

The 2016 Master Plan marked a pivotal moment in the City's commitment to Downtown revitalization. Developed with significant community engagement, the plan calls for a reimagined street grid, increased civic presence, enhanced walkability, and the development of catalytic mixed-use nodes.

Key takeaways from this plan include:

- The repositioning of Downtown as a civic and cultural anchor
- A shift from automobile-centric infrastructure to pedestrian-scale design
- The introduction of new public plazas, green spaces, and event areas
- Support for adaptive reuse, infill development, and active ground floors

The plan places a strong emphasis on creating a Downtown that is "people-first," with the public realm acting as the glue between uses. It also calls for coordinated public-private investment and targeted infrastructure upgrades to unlock private sector momentum.

2.2 Plant Street Character Area Design Plan (2017)

The Plant Street Character Area Plan zooms in on one of Downtown's most visible and developable corridors. It reinforces many of the Master Plan's themes while introducing greater design specificity — including architectural guidelines, use mixes, and subdistrict typologies.

Notable strategies include:

- Defined character zones with tailored architectural and landscape treatments
- Encouragement of vertically integrated buildings (retail below, residential/office above)
- Prioritization of pedestrian comfort and street-facing activity
- A form-based approach to zoning that supports placemaking and identity

This plan lays the foundation for a cohesive and aesthetically consistent Downtown identity, and its recommendations are especially relevant as the City considers public investments and new development along key corridors.

2.3 Silver Star Road Complete Streets Strategy (2019)

Silver Star Road functions as both a gateway and a spine for Downtown Ocoee. The Complete Streets Strategy reimagines it as a multimodal corridor that safely accommodates all users — drivers, cyclists, pedestrians, and transit riders.

Core principles of the plan include:

- Roadway narrowing and lane reconfiguration to slow traffic

- New sidewalks, protected bike lanes, and enhanced crossings
- Context-sensitive streetscape treatments to unify the corridor
- Support for new development fronting the corridor with improved access and visibility

This plan also provides a framework for future capital investment along Silver Star Road and should be used to guide both public improvements and adjacent development form, especially as larger parcels come online.

2.4 Envision 2045 Comprehensive Plan

Adopted more recently, the Envision 2045 Plan is the City's long-range policy document — a comprehensive look at how Ocoee will grow and evolve through the next two decades. While citywide in scope, the plan contains several directives that directly reinforce Downtown revitalization.

For Downtown, the plan:

- Reaffirms the goal of a mixed-use, pedestrian-oriented district
- Encourages a range of housing types and densities to support economic diversity
- Updates the Future Land Use Map and zoning districts to accommodate new investment
- Aligns transportation, economic development, and sustainability policies to support Downtown as a regional destination

Envision 2045 also introduces a more deliberate focus on implementation. It includes benchmarks, funding mechanisms, and capital investment prioritization — all of which support the recommendations contained in this report.

2.5 The Unified Vision: Key Themes Across Plans

Across all four documents, several themes consistently emerge:

- **Downtown as a Civic and Cultural Core**: Each plan sees Downtown as the symbolic and functional heart of Ocoee.
- **Walkability and Connectivity**: There is near-universal emphasis on human-scale design and creating safe, attractive, multimodal connections.
- **Mixed-Use Development**: A strong desire exists to blend residential, retail, office, and civic uses — vertically and horizontally.
- **Public Space Activation**: Parks, plazas, and event venues are envisioned as key anchors of Downtown vitality.
- **Economic Development through Design**: Design excellence is positioned not as an aesthetic goal, but as a driver of property value, investment interest, and community pride.

This collective vision is bold — and achievable. But as the following sections show, realizing it will require not just policy alignment, but strategic action, public-private coordination, and a deep understanding of economic feasibility.

3. Real Estate Analysis: Current Holdings & Opportunity Sites

The physical fabric of Downtown Ocoee includes a mix of City-owned land, privately held parcels, aging commercial sites, and several underutilized properties — each with varying levels of redevelopment potential. Realizing the City's vision for a more vibrant, connected Downtown will require a clear understanding of current land holdings, strategic acquisition targets, and potential partnerships that can unlock catalytic change.

This section provides an analysis of:

- City-owned parcels and their development potential
- Key private properties that may warrant acquisition, demolition, or partnership
- General market valuations and timing considerations
- Parking assets and strategies for incrementally meeting future demand

3.1 Inventory of City-Owned Parcels

The City of Ocoee controls several key properties within Downtown that will play an essential role in shaping future development. These sites offer opportunities for:

- Public-private partnerships with vertical development potential
- Civic, cultural, or open space investments
- Infrastructure staging or parking consolidation

*Key Parcels Include**:***

- **Starke Lake Recording Studio**: This underutilized lakefront parcel, currently occupied by a former recording studio, is envisioned as a vibrant, mixed-use destination featuring waterfront dining, public gathering space, and walkable access to the civic and commercial core. Its redevelopment will anchor the lakefront and serve as a key connector between Downtown and Starke Lake.

- **Lakefront Park**: Lakefront Park is planned to be revitalized into a flexible, multi-use green space capable of hosting large community events while offering shaded, intimate areas for everyday enjoyment. The improvements will include trail connections, seating, and landscaping enhancements aligned with the Master Plans call for a dynamic and accessible waterfront experience.

One of the most direct and meaningful opportunities to realize the 2016 Downtown Ocoee Master Plan is the redevelopment of the recording studio site on Starke Lake. The plan clearly articulates a vision for a family-oriented, Old Florida-style Downtown experience, anchored by varied dining options, especially those located near the water. The recording studio site is uniquely positioned to deliver on that vision. Its proximity to the lakefront makes it ideal for waterfront dining, walkable access from the civic center, and integration into the larger pedestrian network. By redeveloping this parcel into a vibrant, publicly accessible mixed-use node — potentially including restaurants, patios, and public space with direct lake views — we not only bring people closer to the water, but we also create an experience that balances authenticity, charm, and economic vitality, just as the Master Plan envisions.

Additionally, our strategy to activate the adjacent Lakefront Park further amplifies this impact. The Master Plan identifies the park as one of the Downtown's "Big Moves" — a flexible space designed to host large-scale community events while still providing a series of intimate, human-scaled spaces throughout the year. Our proposed enhancements to the park — including programming nodes, shaded seating, open lawn zones, and improved trail connectivity — directly reflect this dual-purpose intent. Moreover, the plan's recommendation to relocate the boat ramp to reduce vehicle conflicts and open up the waterfront for passive recreation is addressed through our integrated design solution. Together, the activation of the recording studio site and Lakefront Park not only fulfills multiple Master Plan priorities — from connectivity and placemaking to economic development and lifestyle — but positions this area as the heart of a reimagined, cohesive Downtown.

3.2 Strategic Acquisition & Redevelopment Targets

Several privately-owned properties in Downtown are underutilized, in disrepair, or no longer aligned with the City's future land use goals. Selective acquisition or redevelopment partnerships will be essential to:

- **Consolidate fragmented ownership** to enable cohesive block-by-block planning that supports the Downtown Master Plan's call for walkable, mixed-use development and a unified public realm
- **Enable phased redevelopment** that aligns with infrastructure investments, streetscape improvements, and trail extensions outlined in the City's adopted planning documents
- **Eliminate blight and unlock corridor cohesion** by replacing incompatible or deteriorating structures with pedestrian-friendly, activated uses that reinforce Downtown's civic, commercial, and cultural identity

*High-Priority Targets May Include**:***

- Strip retail centers or standalone buildings with excessive surface parking
- Vacant or underperforming lots on Bluford Ave, Oakland Ave, and McKey Street
- Aging multi-tenant or vacant commercial with poor pedestrian interface or code issues

- Parcels adjacent to City-owned land for assemblage and expanded development footprints

  Parcels should be evaluated using a consistent set of criteria, including location within the Downtown core, existing entitlements, redevelopment feasibility, adjacency to catalytic sites, and potential for adaptive reuse or demolition. Rather than targeting specific properties at this stage, we recommend the City proactively maintain dialogue with a broad range of property owners to explore opportunities for acquisition, land swaps, joint ventures, or voluntary redevelopment agreements that align with Downtown revitalization goals.

3.3 Market Valuation and Acquisition Timing

Preliminary market insight suggests that older commercial buildings in the Downtown core typically fall within a valuation range of **$60 to $100 per square foot**, depending on condition, tenancy, and redevelopment potential. Raw or underutilized land, however, must be evaluated on a per-parcel basis, as pricing can vary significantly based on location, frontage, entitlement status, and assemblage potential. For that reason, no general price per square foot is assumed for land in this report, and formal appraisal or broker opinion of value is recommended prior to any acquisition.

Recommendations:

- **Conduct parcel-specific valuation analysis** to inform decision-making around strategic acquisitions, redevelopment negotiations, or potential partnerships.
- **Maintain active dialogue with property owners** to stay ahead of market shifts and build relationships that may lead to voluntary transactions or phased redevelopment opportunities. Some transactions will need to happen immediately, while some will be future acquisitions.
- **Evaluate opportunities for early site control** — including options, rights of first refusal, or land banking — on key parcels that are adjacent to civic assets, visible corridors, or infrastructure investments planned in early implementation phases. We want to ensure we are being financially prudent and are considering all options and opportunities.
- **Coordinate acquisition timing with Master Plan implementation phasing** to ensure land control supports catalytic projects, infrastructure rollouts, and key public realm investments at the right time in the revitalization process.

3.4 Parking Strategy and Public Infrastructure Considerations

The success of Downtown Ocoee's revitalization is highly dependent on a strategic and coordinated approach to parking and public infrastructure. As the area transitions to a more walkable, mixed-use district, parking must be planned not just in terms of quantity, but in terms of location, visibility, phasing, and flexibility. A thoughtful parking strategy will help unlock

development sites, preserve the pedestrian environment, support civic activity, and ensure long-term economic viability.

The City's 2016 Downtown Master Plan lays the ground work conceptually and highlights the importance of structured parking, recommending it as a key "Big Move" to support increased density without compromising the walkable, family-oriented character of the district. Similarly, the 2019 Silver Star Road Complete Streets Strategy reinforced the need to manage vehicular access while enhancing safety and accessibility for pedestrians and cyclists. Both documents call for parking solutions that are incremental, shared, and context-sensitive.

Key Considerations for Parking Strategy Implementation:

- **Consolidate and Relocate Surface Parking**
  Existing surface parking lots — particularly those fronting civic buildings or commercial nodes — interrupt the continuity of the urban fabric. As redevelopment progresses, parking should be moved behind buildings, internal to blocks, or into shared facilities, especially near civic destinations, event spaces, commercial areas, and major intersections.
- **Plan for Future Structured Parking**
  While surface parking can serve short-term needs, we must anticipate the eventual need for structured parking facilities as density and development increases. The garage should be:
    - Strategically located at the periphery of walkable districts
    - Designed with ground-floor activation or liner buildings
    - Developed through public-private partnerships, especially where tied to civic or mixed-use anchors
- **Utilize Shared Parking and Joint Use Agreements**
  Civic institutions, churches, and existing businesses often have surplus parking during off-peak hours. A coordinated shared parking program could help manage demand efficiently while reducing the need for new capacity. Agreements should be pursued in tandem with redevelopment efforts to prevent overbuilding.
- **Prioritize Pedestrian Access and Visibility**
  All parking areas — whether surface or structured — must be designed with pedestrian access in mind. Entrances, exits, and walkways should seamlessly connect to Downtown sidewalks, trails, and public spaces. Screening, landscaping, and signage should reinforce a consistent, high-quality urban character.

One of our proposed catalyst projects — centered around the redevelopment of City-owned parcels fronting Bluford Avenue and near Oakland Avenue and McKey Street — directly addresses the need for a centralized Downtown parking solution. As part of this effort, we propose the construction of a structured parking garage in a single phase, rather than through incremental expansion, to minimize disruption and provide immediate support for civic, commercial, and event-based activity. This approach reflects the Master Plan's emphasis on walkability and urban cohesion, ensuring that the garage is integrated into the fabric of

Downtown from the outset. Strategically located near key civic assets and future mixed-use development, the garage will help relieve pressure on surface parking, support increased density, and reinforce Downtown Ocoee's role as a vibrant community hub.

Parking should not be treated as a standalone component, but as an integrated layer of Downtown's land use and mobility strategy. The ability to phase parking intelligently, support shared use, and deliver structured facilities when appropriate will directly impact the feasibility, pace, and design quality of Downtown redevelopment. Done well, the City can meet demand while preserving the pedestrian-first, family-friendly character that defines Ocoee's long-term vision.

3.5 Summary and Action Plan

To unlock the full potential of Downtown Ocoee, the City must take bold and coordinated steps that align real estate strategy with community vision, economic opportunity, and infrastructure investment. With foundational zoning in place, public land assets available, and renewed momentum across the district, the conditions are right to move from planning to action.

Key priorities include:

- **Leverage existing City-owned land holdings** to launch catalytic, mixed-use projects that model the form, scale, and walkability envisioned in the Downtown Master Plan
- **Acquire key parcels through willing-seller agreements or strategic development partnerships** to enable block-scale redevelopment, reduce blight, and build continuity across Downtown's core
- **Guide private redevelopment through incentives, public realm coordination, and infrastructure alignment**, ensuring new projects contribute to a cohesive and connected urban experience
- **Address parking and access early in the process** with the delivery of a structured parking garage, integrated trail and sidewalk networks, and wayfinding strategies that support future density and downtown events
- **Prioritize activation of the lakefront and civic core** as an early-phase move that generates public value, reinforces Downtown's identity, and delivers on long-standing community aspirations

Together, these actions will lay the physical and strategic groundwork for Downtown Ocoee's transformation. They should be pursued in concert with tenant recruitment, development marketing, infrastructure phasing, and ongoing engagement with residents, partners, and private developers to ensure the City's vision is realized in both form and function.

4. Use Potential, Development Framework, and Tenant Strategy

Downtown Ocoee's future depends not only on how it looks and moves — but on what it holds. This section outlines a realistic, market-aligned vision for land use, intensity, tenant mix, and physical form. It integrates goals from the City's adopted plans with today's development and leasing environment, offering a strategic framework for how Downtown should grow — block by block, use by use.

4.1 Land Use Potential by Character Area

The Master Plan identifies several Character Areas within the Downtown study area, each reflecting a distinct role in shaping Ocoee's future. Among these, the **Downtown Core (DTC)** and the **Downtown Neighborhood (DTN)** are the most essential to establishing a walkable, vibrant, and cohesive Downtown environment. These two areas represent the heart of civic and commercial life as well as the surrounding residential fabric that supports it. This section outlines the most strategic land use and development opportunities within these two foundational districts, which together will set the tone for the City's broader revitalization efforts.

1. Downtown Core (DTC)

Historic heart of Ocoee including Starke Lake, City Hall, Bluford, Oakland and McKey Street, and the adjacent commercial blocks

The Downtown Core is the symbolic and functional center of Ocoee — the place where civic, cultural, commercial, and recreational life intersect. This area includes the lakefront, the City's civic campus, historic street grid, and a series of legacy buildings and public spaces that define the City's identity. As such, it should become a high-activity, experience-driven destination that invites residents and visitors to stay, shop, dine, and gather. The Master Plan emphasizes preserving the historic block structure and enhancing the pedestrian experience with an authentic, small-town "Old Florida" character.

The DTC is also where public investment can lead private momentum. City-controlled parcels near Bluford Avenue, Oakland Avenue, and McKey Street provide immediate opportunities for mixed-use development, including a structured parking facility that can relieve pressure and support density throughout the core. The lakefront, meanwhile, offers a once-in-a-generation opportunity to link recreation, hospitality, and event infrastructure in a way that's unique to Ocoee.

Recommended Use Potential:

- **Ground-floor activation** through restaurants, coffee shops, small-format retail, and civic or nonprofit uses

- **Upper-floor office or residential** in mixed-use buildings that preserve human scale while introducing density
- **Public event space** including patios, plazas, green lawns, and shaded seating — ideal for both large-scale festivals and small, everyday use
- **Structured parking** integrated with commercial development to support walkability, events, and civic functions
- **Lakefront-facing development** that includes dining, pedestrian trails, and public access to the water
- **Boutique hospitality or B&B concepts**, especially along the lake, to create an overnight draw that reinforces Downtown's identity

The Downtown Core should reflect Ocoee's aspirations not only through architecture and tenant mix, but through intention in public space design, cultural programming, and infrastructure coordination. It is the anchor of the broader Downtown strategy and should remain the first area to see meaningful, visible transformation.

2. Downtown Neighborhood (DTN)

Low-density residential areas surrounding the Core, particularly west of Bluford Avenue

The Downtown Neighborhood district plays a critical role in supporting the long-term health and vibrancy of Downtown Ocoee. These blocks — composed of traditional neighborhoods with established street grids, mature trees, and proximity to civic and commercial anchors — should remain primarily residential in character, while allowing for context-sensitive infill and incremental growth that reinforces walkability, affordability, and local-serving uses.

The Master Plan calls for maintaining the historic block structure and low-density fabric, while still allowing for flexibility in building types and use — particularly along corridors like Bluford Avenue. These neighborhoods are ideal for introducing **"**missing middle" housing that supports Downtown businesses and creates housing options for young professionals, seniors, and small families — all within walking distance of civic, retail, and recreational assets.

Recommended Use Potential:

- **Single-family homes, duplexes, and small-scale townhomes** with architectural compatibility and alley-loaded garages
- **Live/work cottages** and professional home-office conversions that allow quiet commercial uses in residential form
- **Accessory dwelling units (ADUs)** to add gentle density and support multigenerational living
- **Preservation of tree canopy and architectural rhythm** to maintain neighborhood character
- **Traffic calming, pedestrian enhancements, and alley improvements** to support connectivity and safety

The DTN area represents an opportunity to stabilize housing, increase residential diversity, and grow Downtown's customer base — all without compromising the small-town, residential charm that defines Ocoee's identity.

4.2 Development Framework and Form-Based Intent

Downtown Ocoee has laid a strong foundation for quality, character-driven redevelopment. With a well-established overlay zoning district, clear design standards, and meaningful public investments — including the Downtown Master Stormwater Project and the Oakland Avenue streetscape — the City has already taken the first critical steps toward transforming vision into reality.

This section does not propose changes to the zoning framework. Rather, it affirms and reinforces what is already in place, offering a practical development review framework to ensure all future projects — public and private — uphold the physical form, scale, and public realm priorities set forth in the City's Master Plan.

At the core of this framework is the principle that how buildings relate to the street, people, and public space matters as much as what goes inside them**.** In a downtown environment, walkability, architectural rhythm, and thoughtful massing must guide every development decision.

Key Development Principles and Tools for Implementation

- **Form-Based Priorities:** Emphasize building placement, scale, and pedestrian orientation over use-based regulations. In the core, that means urban setbacks, active ground floors, and eventually, multi-story buildings. In neighborhoods, it means house-form architecture, porches, and alley access.
- **Preserve and Extend the Historic Block Structure:** Walkable block sizes allow for phased development, retail clustering, and intuitive navigation — all key to a vibrant downtown.
- **Public Realm as a Shared Asset:** Every project should contribute to the public realm — whether through sidewalks, trees, plazas, lighting, or seating — in a way that reinforces community identity and functionality.
- **Parking as Infrastructure, not a Land Use:**
  A critical element of the development framework is the timely delivery of a structured parking facility, strategically located to support the Downtown Core. As it stands, Downtown relies heavily on surface parking — much of it occupying high-potential parcels along McKey Street and adjacent blocks.

  By delivering a single-phase, centralized parking garage, the City can:

  - Reclaim surface lots for commercial, civic, and green space development

- Support higher-density projects without forcing developers to meet on-site parking minimums
- Enable walkable, cohesive block patterns that prioritize people over cars
- Serve multiple users, including civic functions, Downtown events, and private tenants
- Catalyze private investment by eliminating key logistical and spatial hurdles

Structured parking is not just a functional necessity — it is a foundational enabler of the City's Downtown form and economic goals.

- **Maintain Neighborhood Integrity:** In the Downtown Neighborhood (DTN) area, scale, rhythm, and form should remain residential. Infill should occur gently and incrementally, with design that respects the surrounding architecture, setbacks, and streetscape.

Aligning Development with Momentum

The City's regulatory tools are sound. Now the focus must be on implementation and consistency — especially on publicly owned parcels and in high-visibility locations. As development interest increases, the City should:

- Use the existing overlay and Character Area standards as a review checklist for all new projects
- Reinforce expectations early through concept meetings
- Pair private development with public infrastructure timing, ensuring utility upgrades, parking, and streetscape improvements are sequenced to support absorption and investment
- Encourage projects that contribute to Downtown's experience, not just its square footage

Downtown Ocoee doesn't need a new framework — it needs to keep executing on the strong one it already has. With consistent application and strategic investment, the form-based foundation laid out in the Master Plan will deliver a Downtown that is walkable, livable, and distinctly Ocoee.

4.3 Target Tenant Types and Uses

A vibrant Downtown is built not just on architecture and infrastructure — but on the people, businesses, and institutions that fill the buildings. As Ocoee's Downtown begins to take physical shape, it will be critical to curate a tenant mix that supports daily life, draws visitors, and reflects the City's identity**.**

The goal is not to recreate a regional shopping center or lifestyle plaza — but to build a community-rooted, experience-driven district that blends civic, commercial, and recreational energy. To achieve that, Ocoee should target a balanced mix of anchor tenants, local operators, and everyday services that activate streets and create economic value.

Destination & Experience Anchors

These tenants bring people Downtown for a specific reason — whether to dine, gather, or explore. They're critical for creating "magnetism" and extending dwell time.

Ideal Examples:

- Chef-driven restaurants or waterfront dining concepts
- Boutique breweries, wine bars, or dessert-focused spots (e.g., ice cream, gelato)
- Local galleries, creative studios, or hands-on maker spaces
- Cultural or educational institutions (e.g., museum outpost, performing arts, STEAM hubs)
- Small-format hotel or inn with charm and walkable access to lakefront

These uses work best in and around the Downtown Core and Lakefront District, particularly near public event spaces or structured parking.

Everyday & Service-Oriented Tenants

While destination tenants bring people in, everyday services keep Downtown relevant to residents. These businesses should offer convenience, frequency, and support for the daytime population.

Ideal Examples:

- Coffee shops, cafes, smoothie bars, and lunch spots
- Fitness studios, yoga, wellness clinics, or boutique gyms
- Small-format grocers or markets with fresh/local offerings
- Pet services, dry cleaning, salons/barbers, bike repair
- Medical and professional offices (upper floor or edge locations)

These tenants are especially important in the Downtown Core and Downtown Neighborhood transition areas, where walk-in traffic from nearby homes and workers can sustain operations.

Civic & Community-Oriented Uses

Civic programming is a cornerstone of Downtown Ocoee's identity. These uses provide cultural relevance, community access, and public value.

Ideal Examples:

- Downtown programming: community festivals and downtown events
- Youth-focused programming (e.g., mentoring, arts, after-school)
- Farmers markets, seasonal pop-ups, or mobile retail (e.g., food trucks)

- Activated green spaces and pocket parks that support walkability, provide shade and rest areas, and create vibrant gathering spots integrated into the urban fabric

These are natural fits near City Hall, the future structured parking garage, and lakefront public space — reinforcing Downtown as a place to gather, learn, and connect.

Guiding Principles for Tenant Mix

To maintain character, economic health, and flexibility, Downtown Ocoee should follow several leasing guidelines:

- **Prioritize local and regional operators** over national chains to reinforce uniqueness and authenticity
- **Avoid over-concentration of any one type of tenant**, especially service uses like salons or vape shops that do not generate street activity or diversity of experience
- **Curate storefronts based on block strategy**, ensuring key corners and anchors are reserved for high-visibility uses that pull people through the district
- **Encourage upper-floor uses** such as professional services, creative office, or residential over ground-floor retail
- **Use temporary and seasonal activations** (like markets, art installations, or pop-up shops) to test concepts and energize underutilized spaces

Downtown Ocoee's leasing strategy should mirror its planning approach: intentional, walkable, flexible, and rooted in place. With the right tenants — and the right experience — Downtown can become a destination that is both economically vibrant and uniquely local.

4.5 Guiding Principles for Future Development

As Downtown Ocoee grows, the physical form, tenant mix, and character of each new project will collectively define the district for decades to come. The Master Plan provides a solid foundation, and the City has put key tools in place — from zoning and design standards to early infrastructure investments. The next step is to ensure that each development decision, whether public or private, contributes meaningfully to a walkable, vibrant, and authentic Downtown.

The following guiding principles should serve as a decision-making filter for evaluating future projects, partnerships, and investments. They are rooted in the City's adopted plans and refined through current market realities:

Lead with People, Not Parking

Development should be oriented around the experience of pedestrians — not vehicles. Buildings should address the street, and parking should be integrated in a way that supports, not dominates, the public realm.

Reinforce the Public Realm

Each project should contribute to Downtown's shared spaces — through sidewalks, seating, plazas, trees, lighting, or public art. Every block should add something of value to the community, not just its occupants.

Focus on Form and Function

Whether residential, commercial, or civic, buildings should respect the scale, massing, and materials outlined in the City's Character Area standards. Architecture should serve both purpose and place.

Encourage a Mix of Uses and Densities

A successful Downtown blends living, working, dining, and gathering. Ground-floor activation and upper-floor density should be encouraged where appropriate, with residential neighborhoods offering gentle transitions and housing diversity.

Protect and Enhance Neighborhood Edges

Infill in the Downtown Neighborhood (DTN) must be incremental, context-sensitive, and compatible with adjacent residential character. These areas are essential to maintaining Ocoee's small-town feel while supporting Downtown vitality.

Prioritize Local Identity

Projects should reflect Ocoee's unique history, values, and environment. Tenanting, materials, landscape, and signage should avoid a "copy-paste" feel and instead create a Downtown that is proudly and unmistakably Ocoee.

Leverage Public Investment to Guide Private Outcomes

Strategic use of City-owned parcels, parking infrastructure, and streetscape investment can shape both development form and market activity. Public actions should set the tone for design quality and long-term sustainability.

These principles are not rigid rules, but a shared value system. By applying them consistently across planning, review, and partnership efforts, the City can ensure that Downtown Ocoee continues to evolve with character, intention, and community at its core.

Section 5: Market-Based Financial Scenarios

Grounding the Vision in Economic Reality

This section illustrates the financial feasibility of Downtown redevelopment, using case-based modeling to demonstrate what rents, costs, and subsidies may be required to make key development types viable in Ocoee's current market. These examples help bridge the gap between the City's vision and private-sector decision-making.

5.1 Purpose of the Financial Scenarios

The purpose of this section is to translate Downtown Ocoee's planning vision into real-world financial terms. While the Master Plan outlines the desired physical form and public realm goals, implementation depends on whether those ideas are financially feasible under current market conditions.

These financial scenarios serve several key purposes:

- **Ground the vision in economic reality.** They illustrate what it would cost to develop key Downtown project types today — and what rents or sales prices would be required to make those projects viable.
- **Identify the gap between market conditions and development potential.** Where projects don't "pencil," these examples highlight where public-sector tools may be needed to close the gap.
- **Inform public-private partnership (P3) strategies.** These models show how land contributions, infrastructure investment, or shared risk can make development more feasible.
- **Guide site prioritization and phasing.** By understanding which project types are closest to market viability, the City can focus early efforts on the most achievable wins.
- **Support transparent conversations with developers, staff, and community stakeholders.** These numbers don't dictate outcomes — they empower better decision-making.

While these examples are illustrative and high-level, they are rooted in real construction pricing, land values, financing assumptions, and market rents drawn from recent Central Florida projects. They help bridge the gap between aspiration and action — and ensure that Downtown Ocoee's future is not only beautiful, but buildable.

5.2 Scenario Structure and Methodology

To assess the financial feasibility of Downtown redevelopment, we've prepared a set of illustrative development scenarios based on realistic project types, grounded in local market data and industry-standard underwriting practices. These models are not project proposals — they are

decision-support tools meant to clarify the economic realities associated with implementing the Downtown vision.

Each scenario follows a consistent structure:

Development Types Modeled

The scenarios focus on priority development types identified throughout this report:

- **Scenario A:** Mixed-use infill on Oakland Avenue
- **Scenario B:** Lakefront restaurant and public event space (recording studio site)
- **Scenario C:** Structured parking facility near Bluford Avenue with limited ground-floor activation

Each scenario reflects a plausible first-phase project that aligns with the City's goals, occurs on publicly controlled or high-visibility sites, and responds to the current market context.

Core Assumptions

To ensure comparability across scenarios, the following baseline assumptions were applied:

- **Land Cost:** Either based on estimated fair market value or assumed at no cost (in City-controlled examples)
- **Hard Costs:** Based on regional construction averages, generally ranging from $250–$350/SF depending on use type and complexity
- **Soft Costs:** 20% of hard costs (includes design, permitting, legal, insurance, and contingencies)
- **Financing Terms:** 70–80% loan-to-cost (LTC), 6.0–7% interest rate, 20–25-year amortization
- **Developer Return Target:** 11% Require Rate of Return on Equity, in line with market expectations for small-to-mid scale projects
- **Operating Metrics:** Stabilized occupancy at 92–95%, market-competitive triple net (NNN) lease structures for commercial space

Evaluation Criteria

Each scenario evaluates:

- Total development cost per square foot (PSF)
- Required lease rates or sale prices to meet return thresholds
- Achievable market rates based on current Ocoee conditions
- Feasibility gap (if any) between the required and achievable rents
- Public tools or partnership mechanisms that could bridge that gap

Data Sources

The financial assumptions draw from:

- Local broker data (Q4 2024 – Q2 2025)
- Regional cost estimators and comparable projects in Central Florida
- Feedback from our current projects with contractors and lenders familiar in similar downtown infill markets
- City of Ocoee entitlement and infrastructure context

5.3 Scenario A: Mixed-Use Infill on Oakland Avenue

Small-scale mixed-use development on a high-visibility Downtown corridor

Oakland Avenue offers a prime opportunity to deliver a walkable, mixed-use infill project that reinforces the Downtown Core's form and scale. This scenario assumes redevelopment of a publicly controlled parcel or joint-venture opportunity to construct a two-story building with ground-floor commercial and upper-floor residential — without on-site parking, relying instead on the proposed structured garage and enhanced walkability.

This type of project reflects the City's commitment to prioritizing people over parking, and sets a critical precedent for future development that supports density without sacrificing public realm quality.

Program Assumptions

- **Lot Size:** ±0.25–0.33 acres (approx. 10,000–14,000 SF)
- **Building Size:** ±12,000 SF total
    - ±6,000 SF ground-floor commercial (retail, food & beverage, office)
    - ±6,000 SF upper-floor residential (6–8 units)
- **Parking:** None provided on site; assumed served by adjacent public garage or shared district parking
- **Construction Type:** Type II or III over slab; zero-lot-line development with rear service access

Financial Assumptions

- **Land Cost:** $0 (City-controlled or contributed via public-private agreement)
- **Hard Costs:** $300/SF
- **Soft Costs:** ±$15% of hard costs
- **Permit and Impact Fees:** None
- **Total Development Cost:** ±$4.1M
- **Financing:** 75% LTC, 6.5% interest, 20-year amortization
- **Return Target:** 11% Required Rate of Return on Equity

Required Rents for Feasibility

- **Retail/Office Ground Floor:** $50/SF + NNN
- **Residential Upper Floor:** $2.33–2.50/SF ($2,100+/month for 900 SF units)

Achievable Market Rents in Downtown Ocoee (2024)

- **Retail/Office:** $18–22/SF + NNN
- **Residential:** $1.80–$2.00/SF ($1,620–$1,800/month)

Feasibility Gap

Given the significant delta between required and achievable rents, the project is currently not feasible without public participation or incentives.

- **Estimated feasibility gap: $1.2M–$1.5M**

This gap is driven primarily by:

- Construction costs remaining elevated
- Rent thresholds far exceeding current achievable market rates
- Lack of density to absorb high fixed costs (small-scale project, only two stories)

Public Tools to Close the Gap

To close the feasibility gap and catalyze early-phase mixed-use development, the City may consider the following tools, either individually or in combination:

- **City-controlled land contribution (Assumed)**
  Reduces upfront capital requirements and improves project viability without direct subsidy. This is assumed in our model.
- **Permit, impact fee, and property tax deferment (up to 20 years)**
  Provides immediate relief on early project cash flow, enhancing return potential while the Downtown district stabilizes.
- **Tenant improvement (TI) assistance for targeted first-floor users**
  Helps local, experience-driven operators offset interior buildout costs and justify higher lease rates.
- **CRA-backed development incentives or vertical project grants**
  Targeted financial support tied to high-impact projects that deliver density, public realm improvements, or catalytic tenanting.
- **Predevelopment cost-sharing or fast-tracked approvals**
  Reduces developer risk during the entitlement and design phase, enabling earlier investment and leasing activity.

Strategic Value to the City

This project would:

- Deliver a walkable mixed-use prototype aligned with the City's Master Plan and overlay district
- Activate Oakland Avenue with new street-level retail and housing
- Demonstrate the viability of development without on-site parking, supporting broader district walkability goals
- Reinforce the value of the structured garage as a key public infrastructure investment

5.3 Scenario B: Lakefront Restaurant and Event Space (Recording Studio Site)

Destination dining at the heart of Ocoee's waterfront

The former recording studio site along Starke Lake presents a rare opportunity to deliver a high-visibility, experience-focused project that directly fulfills the Master Plan's vision for a vibrant, family-friendly, and walkable lakefront. This scenario models the redevelopment of that site into a full-service restaurant with outdoor seating, and integrated public realm improvements.

This project type has broad community appeal and sets the tone for Downtown's lifestyle offerings, but may face feasibility challenges due to its standalone scale, outdoor space requirements, and premium construction standards.

Program Assumptions

- **Lot Size:** ±0.4 acres
- **Building Size:** ±6,000 SF restaurant + 2,000 SF outside seating
- **Seating Capacity:** ~200–250 indoor/outdoor
- **Parking:** None on site; served by nearby public parking and Downtown connectivity network

Financial Assumptions

- **Land Cost:** $0 (City-owned; contributed or ground leased)
- **Hard Costs:** $400/SF (high-finish restaurant + rooftop/public realm construction)
- **Soft Costs:** ±15% of hard costs
- **Total Development Cost:** ±$3.7M
- **Financing:** 75% LTC, 6.5% interest, 20-year amortization
- **Target Return:** 11% Required Rate of Return on Equity

Required Rents or Revenue for Feasibility

- **Net Revenue Requirement:** ±$400K–$500k annually

- **Estimated lease rate equivalent:** ~$50–$55/SF

Achievable Market Rents in Downtown Ocoee -Waterfront (2024)

- **Retail:** $20–23/SF + NNN

Feasibility Gap

Given the significant delta between required and achievable rents, the project is currently not feasible without public participation or incentives.

- **Estimated feasibility gap: $1.5M–$2M**

Public Tools to Close the Gap

To close the feasibility gap and catalyze early-phase mixed-use development, the City may consider the following tools, either individually or in combination:

- **City-controlled land contribution (Assumed)**
  Reduces upfront capital requirements and improves project viability without direct subsidy. This is assumed in our model.
- **Permit, impact fee, and property tax deferment (up to 20 years)**
  Provides immediate relief on early project cash flow, enhancing return potential while the Downtown district stabilizes.
- **Tenant improvement (TI) assistance for targeted first-floor users**
  Helps local, experience-driven operators offset interior buildout costs and justify higher lease rates.
- **CRA-backed development incentives or vertical project grants**
  Targeted financial support tied to high-impact projects that deliver density, public realm improvements, or catalytic tenanting.
- **Predevelopment cost-sharing or fast-tracked approvals**
  Reduces developer risk during the entitlement and design phase, enabling earlier investment and leasing activity.

Strategic Value to the City

Despite the financial gap, this project delivers immense civic and placemaking value, including:

- Fulfilling the Master Plan's "Big Move" of activating the lakefront with dining and family-friendly recreation
- Creating a destination experience that anchors Downtown's identity
- Supporting community events, walkability, and tourism
- Setting a design and branding precedent for the surrounding district

If supported by public infrastructure and a creative partnership structure, this project could become the emotional centerpiece of Downtown Ocoee — drawing both residents and visitors to the lake.

5.3 Scenario C: Value-Add Mixed-Use Redevelopment on McKey Street

Repositioning an underutilized building into a contributing Downtown anchor

McKey Street sits at the center of Downtown Ocoee's civic and commercial core, surrounded by walkable infrastructure, proximity to City Hall, and emerging public investment. This scenario assumes the acquisition and rehabilitation of an existing single-story commercial structure — transforming it into a revitalized, mixed-use asset that contributes to street activation and near-term tax base growth.

Rather than new construction, this "value-add" scenario reflects a more typical private-sector investment model, focused on modest improvements and stabilization through re-tenanting, interior upgrades, and public-facing enhancements.

Program Assumptions

- **Building Size:** ±3,600 SF
- **Lot Size:** ±0.25 acres (±10,000 SF total)
- **Use Type:** Ground-floor commercial (retail, wellness, office, or food & beverage)
- **Parking:** None on site; served by nearby public lots, on-street parking, and future garage
- **Scope of Work:** Façade upgrades, interior improvements, signage, and MEP repairs

Financial Assumptions

- **Acquisition Price:** $432,000 ($120/SF)
- **Renovation Budget:** $100/SF (±$360,000 total)
- **Soft Costs:** ±25% of total budget (±$60,000)
- **Total Project Cost:** ±$1.1M
- **Financing:** 75% LTC, 6.5% interest, 20-year amortization
- **Target Return:** 11% Required Rate of Return on Equity

Required Rents for Feasibility

- **Commercial Lease Rate:** $32–34/SF + NNN

Achievable Market Rents (2024)

- **Retail / Commercial:** $18–22/SF + NNN

Feasibility Gap

At current market rents, this project may struggle to generate target investor returns without some assistance — particularly in offsetting soft costs or funding tenant buildouts.

- **Estimated gap to feasibility:** ±$250K–$350K

Public Tools to Close the Gap

To close the feasibility gap and catalyze early-phase mixed-use development, the City may consider the following tools, either individually or in combination:

- **Permit, impact fee, and property tax deferment (up to 20 years)**
  Provides immediate relief on early project cash flow, enhancing return potential while the Downtown district stabilizes.
- **Tenant improvement (TI) assistance for targeted first-floor users**
  Helps local, experience-driven operators offset interior buildout costs and justify higher lease rates.
- **CRA-backed development incentives or vertical project grants**
  Targeted financial support tied to high-impact projects that deliver density, public realm improvements, or catalytic tenanting.
- **Predevelopment cost-sharing or fast-tracked approvals**
  Reduces developer risk during the entitlement and design phase, enabling earlier investment and leasing activity.
- **Façade improvement grant**
  Enhances visibility and curb appeal, as well as lowers renovation capital needed by developer, ultimately lowering the rent for the tenant.

Strategic Value to the City

Though small in scale, this project type has outsized impact by:

- Creating an early, visible success story
- Supporting incremental revitalization along a core Downtown street
- Demonstrating that Downtown investment is possible at multiple scales

Value-add commercial properties like this will likely be the first wave of private reinvestment Downtown — and should be supported as key building blocks for broader revitalization.

5.4 Key Takeaways and Strategic Uses

The financial scenarios presented in this section reveal a critical reality: Downtown Ocoee's planning vision is achievable — but not automatic. While the City has created a strong

regulatory and physical foundation, most near-term projects will require strategic public participation or flexible partnerships to bridge feasibility gaps and build momentum.

The key takeaways include:

- **Early-phase development faces financial headwinds.** Rising construction costs, modest achievable rents, and the small scale of infill sites make it difficult for most private projects to meet investor return thresholds without assistance.
- **Public tools matter — but must be tailored.** No single incentive fits every project. Land contributions, fee deferments, TI support, and civic partnerships should be applied selectively to unlock specific outcomes.
- **Walkability and district-wide infrastructure are essential enablers.** Structured parking, trail connectivity, and public realm investment directly affect financial feasibility — especially for projects without on-site parking.
- **Value-add and adaptive reuse are realistic first steps.** Smaller-scale renovations and tenant repositioning offer the best chance for early private-sector wins. These projects demonstrate momentum and activate key blocks while larger developments mature.
- **The City's role is catalytic, not controlling.** By investing in infrastructure, marketing, and strategic partnerships — and by reinforcing its vision consistently — the City can attract mission-aligned developers and operators.

Ultimately, these scenarios are not about perfect projections. They are about clarity — helping the City and its partners understand what it will take to bring Downtown Ocoee's vision to life, one project at a time.

Section 6: Implementation Roadmap & Tactical Recommendations

This section outlines how to translate vision into action — through short-term priorities, strategic phasing, and public-private coordination. It builds on the preceding analysis and financial models to provide a clear and tactical path forward for the City, its partners, and Downtown stakeholders.

6.1 Short-Term (0–5 Years) – Early Wins & Foundation Building

The first five years of implementation are critical for building credibility, setting the tone, and proving that Downtown Ocoee's revitalization is not only possible — but already in motion. This phase focuses on low-risk, high-visibility projects that reinforce the City's existing investments and attract developer and tenant interest.

The short-term strategy should be focused on five key areas: site activation, public infrastructure, financial tools, branding, and engagement**.**

Activate High-Impact Publicly Controlled Sites

- Work with your development partners on catalyst and priority sites such as the lakefront (recording studio)**,** Oakland Avenue parcels, or vacant buildings on McKey Street
- Include clear predevelopment guidance, defined incentive packages, and design expectations based on the Character Area framework
- Prioritize projects that deliver walkable form, high-quality tenants, and community-facing design

Deliver Structured Parking and District Access Strategy

- Advance the design, funding, and construction of the Downtown structured garage**,** ensuring it's in place before vertical density begins
- Evaluate a Downtown paid parking program in conjunction with garage development, balancing revenue generation with accessibility, enforcement, and support for early businesses
- Use the garage to unlock adjacent parcels for private development or pocket parks and reduce pressure on public streets while increasing walkability

Launch Targeted Incentive Tools

- Finalize and launch the following programs:
    - Façade improvement grants and other development acceleration grants
    - Tenant improvement (TI) support for local operators
    - Property tax and fee deferments (up to 20 years) for catalytic projects
- Use these tools selectively to close financial feasibility gaps identified in Section 5

Expand Public Realm and Streetscape Enhancements

- Build on the success of the Oakland Avenue streetscape by extending improvements to key Downtown corridors (Oakland, Bluford, and Lakefront access points)
- Prioritize tree canopy, lighting, benches, signage, and pedestrian crossings
- Integrate art, branding, and “quick wins” to show momentum in the physical environment
- Advance the planned extension of the West Orange Trail into Downtown, connecting the lakefront to the broader trail system and reinforcing Downtown Ocoee as a regional destination for active recreation
- Per the Master Plan, create clear gateway treatments and identity signage at Downtown’s primary entrances to establish a sense of arrival and reinforce Ocoee’s historic and civic character

Build Awareness and Engagement

- Program the lakefront and civic sites with pop-up events, food truck nights, and outdoor activations to build public familiarity and excitement
- Launch a Downtown marketing campaign featuring tenant recruitment materials, a project website or portal, and regular updates via social media or newsletters
- Complete the three catalyst projects identified during the Master Developer Agreement process, including the structured parking facility, lakefront activation, and horizontal mixed-use infill

Focus on Value-Add and Incremental Redevelopment

- Pursue smaller-scale, value-add projects such as the renovation of underutilized buildings along Oakland, McKey, and Bluford
- Support these efforts with TI assistance, façade grants, and marketing support to build early momentum
- These low-barrier, fast-cycle investments can deliver visible wins, attract tenants, and build investor confidence while larger projects ramp up

6.2 Mid-Term (5–10 Years) – Vertical Development & District Cohesion

The mid-term phase represents a shift from early activation to vertical development and district-wide cohesion. During this stage, the City and its Master Developer should focus on scaling up investments, filling in key gaps in the urban fabric, and reinforcing Downtown's identity as a walkable, mixed-use destination.

By years 5–10, public infrastructure (parking, stormwater, streetscapes) should be largely in place, allowing for more complex private development to proceed with greater predictability and less risk.

Launch Vertical Mixed-Use Projects in the Core

- Advance construction on infill sites such as Oakland Avenue**,** City-owned parcels near McKey/Bluford, and adjacent privately held properties
- Target projects with 2–3 stories, active ground-floor uses, and residential or office space above
- Structure deals with development partners that reflect both financial feasibility and design fidelity to the Master Plan

Enhance and Leverage the Lakefront as a Community Anchor

- Build on the early activation of the lakefront dining and public space by programming additional community events, seasonal pop-ups, and water-based recreation

- Incorporate trail extensions, plaza enhancements, and civic programming to deepen year-round use and community value
- Position the lakefront as a centerpiece of Ocoee's brand identity, drawing both locals and regional visitors

Advance Reinvestment in the Downtown Neighborhood (DTN)

- Identify and support context-sensitive infill opportunities within the DTN district, such as townhomes, duplexes, and live/work units
- Offer incentives for preservation and enhancement of existing homes that reflect Ocoee's architectural identity
- Encourage value-add reinvestment in small-scale buildings to support creative commercial uses and transition-friendly density
- Maintain neighborhood character through continued application of the "House" building type standards

Expand the Tenant Ecosystem

- Focus leasing efforts on recruiting a broader tenant mix, including:
    - **Hospitality** (e.g., small hotel or short-stay lodging)
    - **Health & wellness** (e.g., boutique fitness, physical therapy, clinics)
    - **Cultural or educational anchors** (e.g., gallery, STEAM-focused youth programming)
- Continue prioritizing local and regional operators that align with Ocoee's desired identity

6.3 Long-Term (10+ Years) – Buildout & Legacy Projects

The long-term phase is about completing the buildout of the Downtown vision and ensuring that early investments evolve into a lasting, vibrant district. By this stage, Downtown Ocoee will have undergone visible transformation — with active ground floors, a strong tenant ecosystem, improved infrastructure, and a clearly defined sense of place.

The City's role will shift from catalyst to steward, ensuring that Downtown remains resilient, responsive, and reflective of Ocoee's long-term goals.

Complete Absorption of Underutilized Parcels

- Support the final wave of private infill and redevelopment across remaining Downtown parcels, particularly in transitional blocks or fragmented ownership areas
- Promote building types that balance walkability, scale, and economic viability — including residential above retail**,** live/work units**,** or small-scale multifamily in DTN edges
- Continue strategic parcel assemblage or land swaps as needed to enable cohesive block-scale projects

Implement Phase II of Structured Parking and Public Access

- As density increases, evaluate the need for a second parking structure or additional shared parking agreements to serve expanded Downtown boundaries
- Explore long-term management strategies for Downtown parking, including dynamic pricing, enforcement, and revenue allocation to fund district maintenance and events

Evolve and Continue to Program the Lakefront and Trail Network

- Build upon the completed West Orange Trail extension and lakefront infrastructure by layering in additional amenities such as outdoor fitness stations, bike amenities, educational signage, and shaded pavilions
- Continue recurring programming — weekly markets, fitness events, music series — that encourages year-round use and civic engagement
- Reinforce the lakefront as a multi-generational recreational hub and tourism asset, anchoring Downtown's identity well into the future

Establish a Downtown Management Strategy

- Transition from project-based implementation to long-term district management, such as through a:
    - Business Improvement District (BID)
    - Main Street program
    - Public-private partnership advisory board
- Focus on maintenance, marketing, programming, and continuous reinvestment
- Use this framework to ensure quality, consistency, and long-term competitiveness

Secure and Celebrate Downtown's Legacy

- Reinforce Downtown Ocoee as the historic, civic, and cultural heart of the City
- Encourage projects and programs that celebrate local history, community milestones, and shared public spaces
- Ensure development over time continues to reflect the values of authenticity, walkability, and public benefit established in the Master Plan

Section 7: Conclusion & Next Steps

Downtown Ocoee is ready. With the right tools in place — a clear Master Plan, aligned zoning, early public investment, and a committed Master Developer — the City has everything it needs to shift from planning to implementation.

This report has outlined a phased and financially grounded strategy to achieve the community's vision for a walkable, vibrant, and distinctly Ocoee Downtown. From lakefront activation and

small-scale reinvestment to vertical mixed-use infill and structured parking, each step in this roadmap is designed to build momentum, unlock value, and reinforce the unique character that makes Ocoee special.

Above all, this process has demonstrated that Downtown revitalization is not a single project — it's a sequence of aligned decisions, guided by vision, supported by partnerships, and responsive to the market. The time to execute is now.

Immediate Next Steps

The next phase of this process is about execution — not exploration. With this roadmap in place, the City's priority should now be to partner directly with G3 Development, its Master Developer, to begin implementing the catalyst projects and aligning resources around the first five years of Downtown revitalization.

We recommend the following immediate steps:

- Initiate formal collaboration with G3 Development to begin planning, negotiating, and implementing the three catalyst projects identified during the Master Developer selection process:
    - The structured parking facility, mixed-use development
    - The lakefront restaurant and public space activation
    - A horizontal mixed-use infill project along Kissimmee or Oakland
- Confirm City priorities and timelines for Year 0–5 recommendations, including:
    - Finalization of design and funding for key infrastructure (parking, streetscapes, trail connections)
    - Launch of targeted incentive programs (TI support, façade grants, tax deferments)
    - Public realm enhancements and event programming to build early momentum
- Establish an implementation coordination process, with regular touchpoints between City leadership, G3 Development, and relevant departments to maintain alignment, resolve issues quickly, and ensure consistency in communication and expectations
- Begin messaging the Downtown strategy to stakeholders and the public, reinforcing that the planning phase is complete and a multi-year revitalization program is now underway

These next steps are not conceptual — they are actionable, visible, and urgent. With your partnership and leadership, we can begin delivering projects that move the vision from paper to pavement — and from aspiration to reality.

STAFF REPORT

Meeting Date: July 7, 2026
Item #: 3

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director:
City Manager: Craig Shadrix

Subject: Approval of the Phase 2 Service Engagement with Cole Pro Media as Transparency Engagement Advisor for Ocoee Communications. (Assistant City Manager Rumer)

Background Summary:

Cole Pro Media currently provides the City with consulting services in public relations related to public safety emergencies and has also provided marketing and communications consulting support to the Community Relations Division.

The City also entered into a two-phase service agreement with Cole Pro Media to provide public relations, communications strategy, and digital communications services in connection with public information regarding the proposed property tax reform, the Fire Service Assessment fees, and the upcoming community workshops on the budget.

Phase 1 of the agreement has been completed and included the creation of a public services survey related to property tax reform, management of the security of survey responses, verification of response validity, analysis of survey findings, and preparation of an impact report summarizing the results.

Phase 2 of the agreement will facilitate the development of a website providing information on the upcoming State of Florida property tax reform, assist in documenting the data and narrative on how Ocoee and other Florida cities will be affected by the proposed reform, develop a strategy for the website's content and dissemination of information to the public, and prepare communications materials for the community budget presentations.

Because the cost of Phase 2 services will exceed the City Manager's purchasing authority threshold of $50,000, City Commission approval is required to proceed with this phase of the agreement.

Issue:

Should the Honorable Mayor and City Commission approve the Phase 2 Service Engagement with Cole Pro Media as Transparency Engagement Advisor for Ocoee Communications?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the Phase 2 Service Engagement with Cole Pro Media as Transparency Engagement Advisor for Ocoee Communications.

Attachments:
1. Phase 2 Cole Pro Strategic Communication Engagement

Financial Impacts:
Contract will be funded out of City Manager Professional Services.

Type of Item: Consent

Begins June 2026

PROPOSAL PHASE 2

Prepared for
CITY OF
OCOEE FLORIDA

SOLUTION

> **“Effective public communication requires consistency over time. When messaging is aligned with what residents value, leaders can communicate with clarity, build trust, and guide public conversations with confidence.”**

Following Phase 1, this phase focuses on executing a structured, data-driven communications strategy grounded in resident insights.Rather than reactive messaging, this approach ensures the City communicates proactively, clearly, and consistently, aligning all outreach with what matters most to the community.

DEFINE

Core Messaging & Strategic Alignment
We will establish and maintain a clear messaging framework that ensures consistency across all communications.
Key activities include:
- Refining core messaging based on Phase 1 research insights
- Developing leadership talking points tied to current priorities
- Establishing a consistent narrative framework to guide communications
- Aligning messaging across departments and initiatives

IMPLEMENT

Public Communication Materials & Content Development
We will develop clear, accessible materials that help residents understand key topics and decisions.

Key activities include:
- Monthly communication assets (fact sheets, FAQs, issue briefs)
- Website and digital content development (copywriting)
- Messaging support for City announcements and initiatives
- Translation of complex topics into clear, resident-friendly language

Phase 2

Internal Strategic Communications & Public Engagement Implementation

SUPPORT

Community Engagement & Leadership Guidance

We will support City leadership in effectively engaging with the public and responding to community concerns.

Key activities include:

- Preparation support for public meetings and presentations
- Messaging guidance for high-interest or sensitive topics
- Strategic input on responding to community feedback
- Monthly strategy sessions with leadership to guide approach

ON-SITE COLLABORATION

To ensure strong alignment and consistent progress, our team will be onsite:

- 2 full days per month (in person)
- Working directly with City leadership and staff
- Supporting real-time planning, messaging, and execution

OUTCOMES

By the end of this phase, the City will have:

- A clear, consistent public narrative around services and funding
- Increased resident understanding of municipal services and funding structures
- Greater confidence among leadership when communicating complex issues
- A more proactive, structured approach to public engagement
- Communication efforts that are directly aligned with community priorities identified in Phase 1

INVESTMENT & DETAILS

June 2026 – May 2027

Agreement Details

Phase 2 will begin in June 2026 and continue for a 12-month term.

Investment

The project will be billed on a monthly basis.

$12,500 per month

This investment includes:

- All strategic communications services and deliverables outlined above
- Monthly on-site engagement (2.0 days per month)
- All travel, lodging, and related expenses required to perform this work

The first installment of the project will be billed on 5/31 as work begins.

Signed/Date:

_____

STAFF REPORT

Meeting Date: July 7, 2026
Item #: 4

Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of an Access Easement Agreement with Silvestri Investments of Florida, Inc. for the Market Store at Prairie Lake. CONTINUED FROM THE JUNE 16, 2026, CITY COMMISSION MEETING. (Community Development Administrator McFarlane)

Background Summary:

Continued from the June 16, 2026, City Commission Meeting.

V3 Capital Group, representing the owner of parcel ID 09-22-28-0000-00-060, has submitted a formal request for an access easement across City-owned property (parcel ID 09-22-28-0000-00-056). The subject properties are located in Commission District 4, north of A D Mims Road and east of Clarke Road. The attached image illustrates the location of the Silvestri property, the City property, and the approximate placement of the proposed easement (indicated by a red circle).



On April 22, 2025, V3 Capital Group, LLC, acting on behalf of Silvestri Investments of Florida, Inc., and City staff held a formal pre-application meeting to discuss a proposed 7-Eleven convenience store with a gas

station and car wash on a 2-acre parcel located within the Prairie Lake PUD (Parcel ID 09-22-28-0000-00-060).

On July 10, 2025, the City held a community informational meeting regarding the proposed 7-Eleven with residents and V3 Capital Group LLC in attendance.

On July 16, 2025, City staff provided V3 Capital Group with a letter clarifying that the 2-acre parcel has a right to direct access to Clarke Road. This letter was provided after consulting with the City Attorney and reviewing the Agreement of Purchase and Sale between the City and Silvestri Investments of Florida. A copy of the letter and Agreement of Purchase and Sale has been included with this report.

Section 2 of the Purchase and Sale Agreement states: "...the parties [Silvestri and the City] have agreed (i) that the Retained Land will have frontage along and direct access to Clarke Road."

Since the initial submittal of the small-scale site plan application for the proposed 7-Eleven on November 11, 2025, City staff and representatives from V3 Capital Group have engaged in ongoing coordination regarding the facilitation of access to Clarke Road for the subject property. With the majority of staff comments on the site plan addressed, City staff are now presenting the proposed access easement for consideration and approval by the City Commission. The alignment of the easement is designed to provide clear and safe access for both the City-owned property and the proposed 7-Eleven development to Clarke Road. Additionally, the developer has indicated that installation of a traffic signal at the intersection of Clarke Road and Ocoee Vista Parkway would be beneficial to the project. City staff and the developer are collaboratively developing a mutually agreeable plan regarding the timing and construction of the traffic signal in conjunction with the proposed 7-Eleven development.

Issue:
Should the Honorable Mayor and City Commission approve the access agreement between the City of Ocoee and Silvrestri Investments of Florida, Inc?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission approve the access agreement between the City of Ocoee and Silvrestri Investments of Florida, Inc.

Attachments:
1. 7-ELEVEN Site Plan With Overlay of Easement
2. Access Agreement

Financial Impacts:
N/A

Type of Item: Consent

SURVEY SYMBOL LEGEND

- LIGHT POST
- BACK FLOW
- SIGN
- GUY POLE
- TELEPHONE MANHOLE
- SANITARY MANHOLE
- TELEPHONE RISER
- ELECTRIC BOX
- TSB TRAFFIC SIGNAL BOX
- CLEAN OUT
- DRAINAGE MANHOLE
- CONCRETE UTILITY POLE
- FIRE HYDRANT
- BOLLARD
- WATER METER
- WOOD POWER POLE
- WATER VALVE
- STORM PIPE
- CB STORM CATCH BASIN
- EX. MONUMENT SIGN

ALL CURB RADIUS TAKEN FROM BACK OF CURB

CONTRACTOR TO REVIEW SITE, GRADING, AND UTILITY PLAN SHEETS FOR LIMITS OF PAVEMENT REMOVAL PRIOR TO START OF WORK.

ALL CURBING ONSITE TO BE TYPE 'D' CURB PER FDOT INDEX 520-001 UNLESS INDICATED.

CLARKE ROAD

L=528.95' R=3224.05'
Δ=009°24'01"
CHD=N06°26'20"W 528.36'

L=410.16' R=3209.05'
Δ=007°19'23"
CHD=N05°30'46"W 409.88'

SPEED LIMIT 45

L=72.67' R=2439.25'
Δ=001°42'25"
CHD=N13°48'31"W 72.67'

N14°39'44"W 324.80'

INSTALL 3' VALLEY GUTTER PER FDOT INDEX 520-001

(START)

(TO REMAIN)

SIDEWALK TO REMAIN

CITY OF OCOEE 15'

10' BUFFER

NEW RIGHT TURN LANE

6' WIDE CONC. SIDEWALK

SET IR5 LB8186

(10 FT. L.S.L.)

N43°51'27"E 43.60'

5 FT. SIDEWALK

SET IR5 LB8186

MIN. BUFFER 15'

5' UTILITY EASEMENT

18' LANDSCAPE BUFFER

(25 FT. B.S.L.)

N31°47'07"E 298.21' BLD. TIE LINE

(END)

SPEED LIMIT 25

INSTALL 3' VALLEY GUTTER PER FDOT INDEX 520-001

FND 4X4 CM LB8186

SET IR5 LB8186

STOP

CROSS ACCESS EASEMENT TO BENEFIT THE CITY

CROSS ACCESS EASEMENT TO BENEFIT SILVESTRI

PED XING 24" 18" BLACK LEGEND ON YELLOW BACKGROUND (W11A-2)

STANDARD RED AND WHITE SIGN R5-1

STATE LAW STOP FOR PEDESTRIANS IN CROSSWALK R560-5

WHITE LEGEND RED BACKGROUND R1-1

R8-3

PROP. DUMPSTER ENCLOSURE
GARBAGE: 91.30 S.F.
RECYCLE: 91.30 S.F.

S80°25'53"W 185.72'

STORMWATER AREA

(25 FT. L.S.L.)
(25 FT. B.S.L.)

AirVac

CONC. CANOPY

3+1 DSL

7-ELEVEN
PROTOTYPE 9350 CST
GEN 2 CMU 4,852 SF

F.F. 111.5±

Required Landscape Area

CAR WASH

STORMWATER AREA

BLDG SETBACK

BUFFER 10'

MIN. SETBACK & BUFFER 25'
SITE MEETS MINIMUM GREENSPACE

127.4' BLD. TIE LINE

69.2' BLD. TIE LINE

158.4' BLD TIE LINE

186.1' BLD TIE LINE

80.1' BLD. TIE LINE

39.6' BLD. TIE LINE

S00°45'53"E 411.36'

FND 4X4 CM LB7274

FND 4X4 CM LB7

FND 4X4 CM LB7227

LEGEND

- = ASPHALT PAVEMENT (HEAVY DUTY)
- = CITY EASEMENT
- = CONCRETE
- = EXISTING ASPHALT
- PROPERTY LINE
- BUILDING SETBACK (B.S.L.)
- ACCESSORY BUILDING SETBACK (A.B.S.L.)
- LANDSCAPE/BUFFER SETBACK (L.S.L.)
- MAJOR LANDSCAPE/BUFFER SETBACK (M.S.L.)
- MAJOR SETBACK BUILDING (M.S.B)
- MAJOR SETBACK PARKING (M.S.P.)
- PHOTOMETRIC: LIGHT POLES

LEGEND:	Δ –DELTA	P.O.B.–POINT OF BEGINNING	(P)–PER PLAT	F.F.–FINISH FLOOR ELEVATION
FD–FOUND	R–RADIUS	CM–CONCRETE MONUMENT	(M)–AS MEASURED	PRM–PERMANENT REFERENCE MONUMENT
IR–IRON ROD	L–ARC LENGTH	CONC.–CONCRETE	(C)–AS CALCULATED	CP–CONCRETE PAD
IP–IRON PIPE	B.R.–BEARING REFERENCE	INV – INVERT	(D)–PER DEED	C–CENTERLINE
R&C–ROD & CAP	U.E.–UTILITY EASEMENT	C.L.–CHAIN LINK	OHW–OVER HEAD WIRES	
P&C–PIPE & CAP	D.E.–DRAINAGE EASEMENT	R/W–RIGHT OF WAY	PP–POWER POLE	
N&D–NAIL & DISC	PC–POINT OF CURVATURE	ORB–OFFICIAL RECORDS BOOK	PG–PAGE	ELEV–ELEVATION
PB–PLAT BOOK	TYP–TYPICAL		PAV–PAVEMENT	RCP–CONCRETE PIPE

KEY NOTE LEGEND:

1. PROPOSED PARKING STRIPING, 4" SOLID WHITE (TYP.)
2. PROPOSED STRIPING DOUBLE YELLOW, 6" STRIPE 4" GAP SOLID (TYP.)
3. RIGHT TURN ONLY SIGN UNDER STOP SIGN R5-1R
4. PROPOSED ADA PARK STRIPING AND UNIVERSAL SYMBOL (FDOT INDEX 711-001)
5. SIGN ADA PARKING PER REGULATORY REQUIREMENTS
6. SIGN "STOP", MUTCD R1-1 (30") ONLY(FDOT INDEX 711-001)
7. SIGN "DO NOT ENTER" MUTCD R5-1
8. SIGN: "PED XING", MUTCD W11A-2
9. TYPE "D" CURB (TYP.) (FDOT INDEX 520-001)
10. ROLLED CURB AND GUTTER SEE 7-ELEVEN DETAIL SHEET SEVEN ELEVEN STANDARD DETAILS
11. TYPE "F" CURB & GUTTER (TYP.) (FDOT INDEX 520-001)
12. 5 FT. CONCRETE SIDEWALK (3,000 PSI)
13. BOLLARD: SEE 7-ELEVEN DETAIL SHEET SEVEN ELEVEN STANDARD DETAILS
14. PAVEMENT MARKING-ARROW (TYPICAL) (PER FDOT INDEX 711-001)
15. PAVEMENT MARKING-ENTRY (TYPICAL) (PER FDOT INDEX 711-001)
16. PAVEMENT MARKING-STOP (TYPICAL) (PER FDOT INDEX 711-001
17. PAVEMENT MARKING-STOP BAR (TYPICAL) 24" SOLID WHITE (PER FDOT INDEX 711-001)
18. PAVEMENT MARKING-CROSSWALK (PER FDOT INDEX 711-001) 12" SOLID WHITE
19. PROP. CLEANOUT (TYPICAL) (SEE CONSTRUCTION DETAILS)
20. 4 FT. CURB TRANSITION
21. PROP. GREASE TRAP (TYPICAL) (SEE CONSTRUCTION DETAILS)
22. 2" WATER METER W/2.0" BFP/RPZ (SEE 18 - CITY OF OCOEE DETAILS)
23. 1" RECLAIMED METER W/1.0" BFP/RPZ (SEE 18 - CITY OF OCOEE DETAILS)
24. AIR/VAC STATION
25. PROP. JUNCTION BOX (TYP.)
26. PROP. TYPE 9 CURB INLET (TYP.)
27. PROP. SINGLE WING CATCH BASIN (TYP.)
28. PROP. TYPE C DITCH INLET (TYP.)
29. PROP. TYPE E DITCH INLET W/CONCRETE COLLAR (TYP.)
30. PROP. MITERED END SECTION (TYP.) (SEE CONSTRUCTION DETAILS)
31. PROP. OUTFALL CONTROL STRUCTURE (SEE CONSTRUCTION DETAILS)
32. 3 FT. WIDE FLUME W/ENERGY DISSIPATION BLOCKS
33. UNDERGROUND TANK VENT: CFL
34. TRANSFORMER PAD LOCATION (CONTRACTOR TO COORDINATE W/UTILITY PROVIDER)
35. POWER POLE RELOCATION (CONTRACTOR TO COORDINATE W/UTILITY PROVIDER)
36. PROP. DUMPSTER ENCLOSURE: DOORS TO HAVE A 12 FT. CLEAR OPENING THAT SWING 180° WITHOUT OBSTRUCTION.
37. PROP. MONUMENT IDENTIFICATION SIGN: (PERMITTED UNDER SEPARATE COVER)
38. KEYSTONE GRAVITY RETAINING WALL SYSTEM (SEE DETAIL)
39. 4' C.M.U. REINFORCED RETAINING WALL (SEE DETAIL)
40. FENCE: 4' ALUM. PICKET RAIL FENCE
41. SAFETY RAIL: SEE 7-ELEVEN DETAIL SHEET SEVEN ELEVEN STANDARD DETAILS
42. ADA RAMP CR-L W/DETECTABLE WARNING (PER FDOT INDEX 522-002)
43. ADA RAMP CR-E W/DETECTABLE WARNING (PER FDOT INDEX 522-002)
44. ADA RAMP CR-F W/DETECTABLE WARNING (PER FDOT INDEX 522-002)
45. DETECTABLE WARNING (PER FDOT INDEX 522-002 & SPECIFICATION 527)
46. EX. STORM INLET TO BE RELOCATED. REFER TO TURNLANE PLAN SHEET 9A. PLACEMENT

ALL PAVEMENT MARKINGS WITHIN RIGHT OF WAY TO BE THERMOPLASTIC

CADJAZZ
• Engineering Consultants •
P.O. Box 450006 • Kissimmee, Florida 34745
Phone: (407) 738.1979 • Fax: (407) 348-7552

SITE PLAN FOR:

STORE NO. 42758
CONSTRUCTION PLANS

SECTION 09, TOWNSHIP 22 S, RANGE 28 E
OCOEE, FL.
OCOEE, ORANGE COUNTY, FL.

NO.	DATE	DESCRIPTION
1	-----	-----
2	-----	-----
3	-----	-----
4	-----	-----
5	-----	-----
6	-----	-----

REVISIONS

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE EXPRESS WRITTEN CONSENT OF CAD JAZZ VOIDS THE SEAL SHOWN HEREON AND ANY LIABILITY ASSOCIATED WITH THIS PROJECT. CONTRACTOR SHALL REVIEW ALL PLANS FOR VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE 10' 0' 20' 40'

SHEET 06

DATE: TBD
SCALE: 1"=20'
JOB NO.: CJ-2025.01
DWG NO.: CNST
DRAWN BY: FDC

ACCESS AGREEMENT BETWEEN THE CITY OF OCOEE

AND SILVESTRI INVESTMENTS OF FLORIDA, INC

THIS AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2026, by and between the **CITY OF OCOEE**, a Florida municipal corporation, whose address is 1 North Bluford Avenue, Ocoee, Florida 34761 ("City"), and **SILVESTRI INVESTMENTS OF FLORIDA, INC**., a Florida corporation, whose address is 1215 Gessner Houston, Texas 77055 ("SILVESTRI"). The City and SILVESTRI INVESTMENTS OF FLORIDA, INC. may each be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City owns certain property identified with Orange County, Florida Parcel Identification Number 09-22-28-0000-00-056, ("City Property") and directly north of that property SILVESTRI INVESTMENTS OF FLORIDA, INC. owns certain property identified with Orange County, Florida Parcel Identification Number 09-22-28-0000-00-060 ("Silvestri Property") (collectively referred to as the "Properties");

WHEREAS, the Properties are both within the Prairie Lake Planned Unit Development ("PUD)" and subject to the associated Development Agreement for the PUD dated as of June 18, 1991, made by and between SILVESTRI INVESTMENTS OF FLORIDA, INC., and the City;

WHEREAS, the City purchased the City Property from SILVESTRI through an Agreement of Purchase and Sale dated September 5, 2006 ("Purchase and Sale Agreement");

WHEREAS, Section 2 of the Purchase and Sale Agreement states that the Silvestri Property was to have direct access to Clarke Road; and

WHEREAS, both Parties have a vested interest in ensuring that the Properties have access to Clarke Road that adhere to applicable traffic and safety standards; and

WHEREAS, the Parties desire to construct a shared access drive benefitting the Properties which shared access drive shall be located on portions of both the Silvestri Property and the City Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

2. **Shared Access Easement.** Both Parties hereby give, grant, and convey to the other Party, its successors and assigns, a perpetual, non-exclusive shared access easement over, upon and across the land legally described and depicted in Exhibit "A" attached hereto and incorporated herein ("Shared Access Easement Land") for the purposes of (i) vehicular and pedestrian ingress

and egress to and from the Properties and Clarke Road, and (ii) constructing, laying, maintaining, improving, repairing and replacing the Shared Access Easement Land. The easement rights granted herein may be exercised and utilized by both Parties' employees, citizens, agents, licensees, contractors, engineers, consultants, tenants, invitees, guests, customers and patrons.

3. **Construction of the Shared Access Driveway.** The party that first begins to develop its respective land (for purposes of this Section herein referred to as the "Developing Party") shall, at its sole cost and expense, in connection with the development of its property design, engineer, permit and construct the driveway over the Shared Access Easement Land ("Shared Access Driveway"). The design, engineering, permitting and construction of the Shared Access Driveway shall be subject to the review and approval of the other party to this Agreement (for purposes of this Section herein referred to as the "Non-developing Party"). To the extent permitted by law, the Developing Party shall indemnify, defend and hold the Non-developing Party harmless from any and all claims, demands, damage, suits, liabilities, actions and expenses, including reasonable attorneys' fees and costs, whatsoever incurred or suffered by the Non-developing Party hereto arising out of or in any way related to the construction of the Shared Access Driveway.

4. **Maintenance of Shared Access Driveway**. The Party that initially constructs the Shared Access Driveway (the "Maintaining Party") shall be solely responsible, at its sole cost and expense, for the maintenance and repair of the Shared Access Driveway until a Certificate of Occupancy is issued for any structure constructed on the other property benefited by this Agreement. From and after the issuance of such Certificate of Occupancy, the owner of such other property shall be responsible for fifty percent (50%) of the reasonable costs to maintain and repair the Shared Access Driveway. The Maintaining Party shall continue to perform such maintenance and repair and shall keep the Shared Access Driveway in good condition and repair consistent with applicable laws and good industry practice. The Maintaining Party shall invoice the other owner for its fifty percent (50%) share, together with reasonable supporting documentation, and the invoiced owner shall pay such share within thirty (30) days after receipt of the invoice. Any amount not paid when due shall bear interest at the rate of eighteen percent (18%) per annum, or the highest rate then permitted by law, whichever is less, until paid. Routine maintenance and repair shall not require the consent of the other owner; provided, however, that any single capital repair or replacement reasonably expected to exceed Ten Thousand Dollars ($10,000.00) shall require the prior written approval of the non-performing owner, which approval shall not be unreasonably withheld, conditioned or delayed. The Parties may, but shall not be required to, enter into and record a further amendment to this Agreement detailing additional procedures for sharing and billing costs for such maintenance and repair.

5. **Restrictions on the Use of Shared Access Easement Driveway.** The use of the Shared Access Easement Driveway is expressly made subject to the following:

a. No obstruction to vehicular and pedestrian traffic shall be erected or constructed on Shared Access Easement Driveway.

b. Parking on the Shared Access Easement Driveway is prohibited.

c. Compliance with all applicable laws, rules, regulations and requirements of public authorities with respect to the use and maintenance of the Shared Access Easement Driveway.

6. **City Not a Developer.** The Parties hereto acknowledge and agree that the City is not a developer and has no present plans with respect to the development or use of the City Property. Nothing contained herein shall in any way be construed to require that the City ever develop the City Property.

7. **Non-Waiver of Governmental Powers.** Nothing contained herein shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations.

8. **Binding Effect.** This Agreement shall run with the City Property and Silvestri Property and shall be binding upon and inure to the benefit of the City and SILVESTRI and their respective successors and assigns. This Agreement shall be enforceable at law and in equity, including but not limited to enforcement by action for specific performance. In the event of litigation, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, both at trial and appellate levels.

9. **Further Assurances.** Each of the parties hereto covenant and agree to execute and deliver such other instruments and documents, and to do all matters and things, which may be reasonable and necessary to carry out the intentions of this Agreement. Furthermore, within fifteen (15) calendar days of receipt of written request from the other party, each party shall deliver a certificate to the requesting party, stating, to the certifying party's actual knowledge as of the date of the certificate, that the requesting party is not in default under this Agreement, or if the requesting party is in default, stating the nature of such default. Such certificate shall not constitute a waiver of any rights of the certifying party under this Agreement.

10. **Termination.** This Agreement may only be terminated by an instrument in writing executed by the Parties and their successors and their respective mortgagees, if any; provided, however, that if any mortgagee fails to respond within thirty (30) days of receipt of written notice requesting consent to termination, such mortgagee's consent shall be deemed given.

11. **Indemnification.** The Parties and their successors to the extent permitted by law, do hereby agree to indemnify and hold the other harmless from any and all claims, demands, damage, suits, liabilities, actions and expenses including but not limited to costs and reasonable attorneys' fees arising out of or in any way related to their respective uses of Shared Access Easement Driveway by them and their respective employees, agents, licensees, contractors, engineers, consultants, tenants, invitees, guests, customers and patrons. Nothing herein shall be

deemed a waiver of the City's sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes, as amended from time to time.

12. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action arising under this Agreement shall lie exclusively in the state or federal courts located in Orange County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their names, by their proper officers, agents or representatives thereunto duly authorized, as of the day and year first above written.

SIGNATURE PAGES TO FOLLOW

SILVESTRI INVESTMENTS OF FLORIDA, INC,
a Florida corporation

By:_____
Name:_____
Title:_____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me of [ ] physical presence or [ ] online notarization this _____ of _____, 2026, by _____, as _____ of Silvestri Investments of Florida, Inc., a Florida corporation, who

( ) is personally known to me;
( ) has produced a _____ Driver's License as identification; or
( ) has produced a _____ as identification.

_____
Notary Signature
Print Name: _____
Notary Public, State and County Aforesaid
My commission expires:_____
Commission Number:_____

(Notarial Seal)

CITY OF OCOEE SIGNATURE PAGE

CITY:

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 _____ _____, 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"

SKETCH AND LEGAL DESCRIPTION OF A PORTION OF SECTION 9, TWP. 22 S, RGE. 28 E, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF THE LANDS DESCRIBED IN INSTRUMENT #20070003383 AND A PORTION OF THE LANDS DESCRIBED AS THE LESS AND EXCEPT PARCEL "C-1" IN INSTRUMENT #20070003383, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID LANDS LYING IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF CLARKE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 5076, PAGE 4514, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND THE NORTH RIGHT-OF-WAY LINE OF SEABOARD SYSTEM RAILROAD, RUN N14°39'44"W ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 324.80 FEET TO A POINT OF CURVATURE; THENCE RUN 72.67 FEET ALONG A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 2,439.25 FEET AND A CENTRAL ANGLE OF 001°42'25", SAID CURVE ALSO HAVING A CHORD BEARING N13°48'31"W AND A DISTANCE OF 72.67 FEET, TO A POINT; THENCE RUN 32.46 FEET ALONG A NON-TANGENT CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 3,224.05 FEET AND A CENTRAL ANGLE OF 000°34'37", SAID CURVE ALSO HAVING A CHORD BEARING N10°51'02"W AND A DISTANCE OF 32.46 FEET, TO THE **POINT OF BEGINNING;** THENCE CONTINUE ALONG SAID CURVE 126.45 FEET, SAID CURVE HAVING A RADIUS OF 3,224.05 FEET AND A CENTRAL ANGLE OF 002°14'50", SAID CURVE ALSO HAVING A CHORD BEARING N09°26'19"W AND A DISTANCE OF 126.44 FEET; THENCE RUN N80°29'53"E FOR A DISTANCE OF 95.00 FEET TO A POINT; THENCE RUN S08°44'31"E FOR A DISTANCE OF 126.45 FEET TO A POINT; THENCE RUN S80°29'53"W FOR A DISTANCE OF 93.46 FEET TO THE **POINT OF BEGINNING.**

SAID LANDS CONTAINING AN AREA OF 11,966 SQUARE FEET (0.275 ACRES), MORE OR LESS.

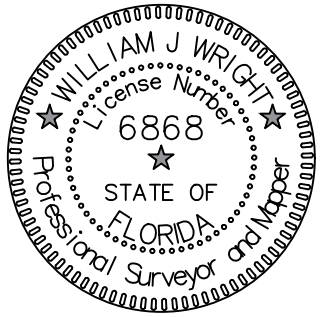
SURVEYOR'S NOTES:

1. BEARINGS SHOWN ARE REFERENCED TO THE EAST RIGHT-OF-WAY LINE OF CLARKE ROAD, HAVING AN ASSUMED BEARING OF N14°39'44"W.
2. THIS IS NOT A SURVEY: NO FIELDWORK WAS PERFORMED IN THE PREPARATION OF THIS EXHIBIT.
3. ALL COORDINATES AND DIMENSIONS ARE U.S. SURVEY FEET (12 METERS = 39.37 FEET)
4. THIS EXHIBIT CONSISTS OF 2 PAGES, AND IS NOT VALID WITHOUT ALL PAGES.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED EXHIBIT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

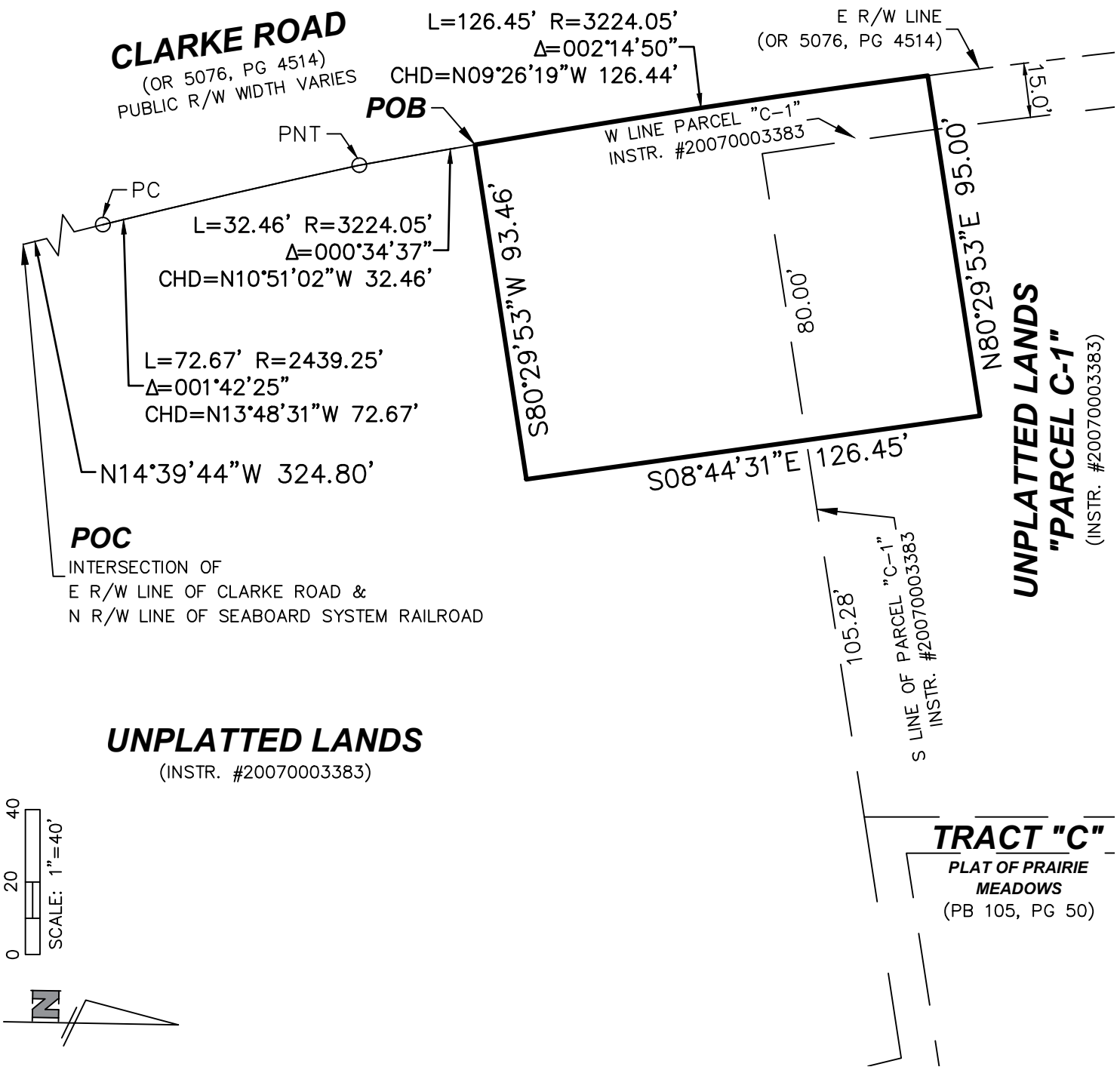
WILLIAM J WRIGHT, PhD, P.S.M.
LICENSE NO. 6868, STATE OF FLORIDA
WRIGHTPSM LLC LB8186



WrightPSM, LLC
PROFESSIONAL SURVEYING AND MAPPING
OFFICE: 2225 53RD AVE VERO BEACH, FL 32966
(772) 538-1858 www.wrightpsm.com
CERTIFICATE OF AUTHORIZATION NO. L.B.8186

SCALE: 1"=40'	DATE: 06/24/2026
JOB NO. 22-0109	PAGE: 1 OF 2

SKETCH AND LEGAL DESCRIPTION OF A PORTION OF SECTION 9, TWP. 22 S, RGE. 28 E, ORANGE COUNTY, FLORIDA



ABBREVIATIONS LEGEND

POC=POINT OF COMMENCEMENT
POB=POINT OF BEGINNING
SEC=SECTION
TWP=TOWNSHIP
RGE=RANGE
L =ARC LENGTH
R =RADIUS
Δ =INTERIOR ANGLE
CHD=CHORD
PC =POINT OF CURVATURE
PNT =POINT OF NON-TANGENCY
R/W =RIGHT OF WAY
INSTR=INSTRUMENT NUMBER
PB =PLAT BOOK
OR =OFFICIAL RECORDS BOOK
PG =PAGE
LB =LICENSED BUSINESS
PSM=PROFESSIONAL SURVEYOR & MAPPER

WrightPSM, LLC
PROFESSIONAL SURVEYING AND MAPPING
OFFICE: 2225 53RD AVE VERO BEACH, FL 32966
(772) 538-1858 www.wrightpsm.com
CERTIFICATE OF AUTHORIZATION NO. L.B.8186

SCALE: 1"=40'	DATE: 06/24/2026
JOB NO. 22-0109	PAGE: 2 OF 2

STAFF REPORT

Meeting Date: July 7, 2026
Item #: 5

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of a Partial Release of the Two-Year Warranty Surety for Ocoee Village Center Offsite Maintenance, Materials, and Workmanship Agreement. (Development Engineer Keaton)

Background Summary:

Ocoee Village Center Offsite located in Commission District 1, includes all public Rights of Way from the roundabout at the intersection of Fuller's Cross and North Lakewood Ave, going north on N. Lakewood Ave to the entrance of The Serenza at Ocoee Village, fka Allure Apartments, Parcel ID 05-22-28-6160-14-181. The roadways consist of North Lakewood Ave, 2nd Ave, the roundabout at the intersection of Fullers Cross and N Lakewood Ave, a portion of Westbridge Ct., and a portion of Banyan Cove Blvd. The developer has completed the construction of the infrastructure improvements and has requested a Certificate of Completion. The infrastructure improvements include road work, potable water, sanitary water, reclaimed water, a public lift station, a stormwater collection system, and associated landscaping. All identified punch-list repairs have been completed, and the developer is ready to begin the two-year warranty period for the public improvements.

As a requirement of the Land Development Code, Ocoee Village Developer's Consortium provided the City with a maintenance, materials, and workmanship agreement (recorded on November 7, 2023) and an escrow fund in the amount of $370,727.69 to cover any possible damages discovered during the 2-year warranty period. To complete the remaining repairs, the developer is requesting $90,000 from the Escrow fund. With this partial release, the remaining balance of the existing Escrow fund will be $280,727.69.

Issue:

Should the Honorable Mayor and City Commission approve a Partial Release of the Two-Year Warranty Surety for Ocoee Village Center Offsite Maintenance, Materials, and Workmanship Agreement?

Recommendations:

The Development Services Department recommends the Honorable Mayor and Commission approve a Partial Release of the Two-Year Warranty Surety for Ocoee Village Center Offsite Maintenance, Materials, and Workmanship Agreement requested from Ocoee Village Developer's Consortium for the Ocoee Village Center Offsite repairs.

Attachments:

1. Maintenance, Materials, and Workmanship Escrow Agreement

Financial Impacts:
There are no financial impacts to the City in accepting this Two-Year Warranty Surety.

Type of Item: Consent

MAINTENANCE, MATERIALS, AND WORKMANSHIP ESCROW AGREEMENT

This Agreement (the "Agreement") is entered into this 7th day of November, 2023, by **OCOEE VILLAGE DEVELOPER'S CONSORTIUM**, an unincorporated association of members consisting of Ocoee Village Residential LLC, a Delaware limited liability company ("NRP"), whose mailing address is 1228 Euclid Avenue, 4th Floor, Cleveland, Ohio 44115 (attention Legal), Kimaya Village Residential LLC, a Florida limited liability company ("Kimaya"), whose mailing address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811 and DKC Ocoee Village Center SE, LLC, a Florida limited liability company ("Konover"), whose mailing address is 431 Fairway Drive, Suite 201, Deerfield Beach, Florida 33441, hereinafter referred to as the "Developers" and the **CITY OF OCOEE**, a Florida municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Developers and Ocoee Development IV, LLC ("Original Developer") are the owners of certain real property located in Orange County, Florida, more fully described as Ocoee Village Center, according to the Plat thereof as recorded in Plat Book 110, Pages 80 through 89 of the Public Records of Orange County, Florida (the "Property"); and

WHEREAS, Developers have developed and constructed on the Property a mixed use project referred to as Ocoee Village Center (the "Center") under the City's Subdivision Regulations and pursuant to the following approvals granted by the Ocoee City Commission (collectively, the "Subdivision Plan"), to wit:

(a) Case No. RZ-18-06-09, whereby on October 6, 2020, the Ocoee City Commission approved Ordinance No. 2019-011, rezoning the Property to PUD, under the Ocoee Land Development Code, as amended by Ordinance No. 2020-024 approved by the Ocoee City Commission on October 6, 2020 (collectively, the "Ocoee Village Center PUD"); and

(b) Case No. CPA-2018-006, whereby on October 6, 2020, the Ocoee City Commission approved Ordinance No. 2019-010, amending the Ocoee Comprehensive Plan to change the Future Land Use Designation for the Property to "High Density Residential and Commercial" (the "Land Use Plan Amendment"); and

(c) Project No. LS-2019-005, whereby on October 6, 2020, the Ocoee City Commission approved the Preliminary/Final Site Plan for the Townhomes at Ocoee Village Center (the "Townhome Site Plan Approval"); and

(d) Project No. LS-2019.007, whereby on October 6, 2020, the Ocoee City Commission approved the Preliminary/Final Site Plan for the Allure Apartments at Ocoee Village Center (the "Apartment Site Plan Approval"); and

(e) Project No. LS-2019-009, whereby on October 6, 2020, the Ocoee City Commission approved the Preliminary/Final Site Plan for the Southeast Commercial at Ocoee Village Center (the "Southeast Commercial Site Plan Approval"); and

WHEREAS, in connection therewith, the Developers have installed with the approval of the City certain roads, streets, sewers, water systems, drainage works, and/or other improvements

(the "Improvements") under the provisions, conditions, and requirements of the City's Subdivision Regulations and the Subdivision Plan; and

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

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

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

NOW THEREFORE, the parties agree as follows:

SECTION 1. ESTABLISHMENT OF ESCROW FUND.

Developers hereby establish an escrow fund with the City in the amount of $370,727.69 to guaranty the maintenance, materials, repair, replacement, workmanship, and structural integrity of the Improvements (the "MMW Escrow"). This MMW Escrow fund shall be placed by the City in a non-interest-bearing account at a local financial institution and shall be disbursed only in accord with the terms of this Agreement. Developer agrees that the City may use funds from the existing Escrow Fund established by that certain Performance Surety Escrow Agreement dated December 6, 2022 by and between the Ocoee Village Developers Consortium and the City to fund the MMW Escrow.

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

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

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

The funds escrowed hereunder shall be used by the City only to repair or replace the Improvements deemed by the City to not comply with the Subdivision Plan or the City's Subdivision Regulations, except as mutually agreed to by the parties in writing. If at any time

during the two (2) year period following the issuance of the Certificate of Completion for the Improvements the City notifies Developers in writing of any deficiency or fault in the materials, workmanship, or structural integrity of the Improvements, and Developers fail to correct such deficiency or fault to the satisfaction of the City within thirty (30) days after their receipt of such written notice (or such longer period as is reasonably required if the deficiency or fault is of a nature that cannot with reasonable diligence be corrected within said 30 days, so long as such correction is being diligently pursued), then the City may make such corrections, the cost of which shall be paid for out of the escrow fund for this purpose, whereupon the City shall so notify the Developers in writing.

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

SECTION 4. CONTINUED APPLICABILITY OF SUBDIVISION REGULATIONS.

This Agreement shall not be construed to relieve or release Developers from any of its obligations under the City Subdivision Regulations or the Subdivision Plan with respect to the Improvements. Further, the amount of the escrow fund and payment into and/or disbursement of any or all of the escrow fund in no way relieves Developers of their obligations under the Subdivision Plan and the City's Subdivision Regulations.

SIGNATURES TO FOLLOW

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

DEVELOPER:

OCOEE VILLAGE DEVELOPER'S CONSORTIUM, AN UNINCORPORATED ASSOCIATION OF MEMBERS:

Witnesses:

Printed Name: Tiffany Barbour

Printed Name: Mariana Morell

Kimaya Ocoee Village, LLC, a Delaware limited liability company

By: KIMAYA OV DEVELOPMENT, LLC,
a Delaware limited liability company,
its Sole Member

By: Ocoee Village Partners, LLC,
a Florida limited liability company,
its manager

By: Ocoee Village GP, LLC,
a Florida limited liability company, its manager

By: Kimaya, LLC,
a Delaware limited liability company, its manager

By: _____
Name: Vishaal Gupta
Title: Manager

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 21 day of November, 2023, by by Vishaal Gupta, Manager of Kimaya, LLC, a Delaware limited liability company, which is the manager of Ocoee Village GP, LLC, a Florida limited liability company, which is the manager of Ocoee Village Partners, LLC, a Florida limited liability company, which is the manager of Kimaya OV Development, LLC, a Delaware limited liability company, which is the Sole Member of KIMAYA OCOEE VILLAGE, LLC, a Delaware limited liability company, on behalf of the company. He/she appeared by *(check one)* ☐ physical appearance or ☐ online notarization, and *(check one)* ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public State of Florida
Carol Kay Cole
My Commission HH 118108
Expires 04/18/2025

Print Name: Carol Kay Cole
Notary Public
My Commission Expires: 04/18/2025
Commission Number: HH 118108

Witnesses:

Printed Name: DAN BRENNER

Printed Name: colleen johngrass

Ocoee Village Residential LLC, a Delaware limited liability company

By: _____

Name: Noam Magence

Title: Secretary

STATE OF ~~FLORIDA~~ Ohio

COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 2nd day of November, 2023, by Noam Magence, as Secretary of Ocoee Village Residential LLC, a Delaware limited liability company, on behalf of the company. He/she appeared by *(check one)* ☑ physical appearance or ☐ online notarization, and *(check one)* ☐ is personally known to me or ☐ has produced _____ as identification.

Notarial Seal
STATE OF OHIO

Cynthia Machesky
Notary Public, State of Ohio
My Commission Expires
December 25, 2024

Cynthia Machesky

Print Name: CYNTHIA MACHESKY

Notary Public

My Commission Expires: 12.25.2024

Commission Number: _____

Witnesses:

Printed Name: Beatrice T. Williams

Printed Name: Maria Perez

DKC Ocoee Village Center SE, LLC, a Florida limited liability company

By: _____
Name: David Coppa
Title: **CEO**

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of November, 2023, by David Coppa as CEO of DKC Ocoee Village Center, SE, LLC, a Florida limited liability company, on behalf of the company. He/she appeared by *(check one)* ☑ physical appearance or ☐ online notarization, and *(check one)* ☑ is personally known to me or ☐ has produced _____ as identification.

Print Name: Beatrice T. Williams
Notary Public
My Commission Expires: 11/24/23
Commission Number: GG932219

BEATRICE T. WILLIAMS
Commission # GG 932219
Expires November 24, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

THIS MAINTENANCE, MATERIALS, AND WORKMANSHIP ESCROW AGREEMENT FOR OCOEE VILLAGE CENTER IS HEREBY JOINED IN AND CONSENTED TO BY THE ORIGINAL DEVELOPER.

ORIGINAL DEVELOPER:

OCOEE DEVELOPMENT IV, LLC,
a Florida limited liability company

By: _____
Richard C. Wohlfarth, Manager

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 6th day of November, 2023, by Richard C. Wohlfarth, as Manager of Ocoee Development IV, LLC, a Florida limited liability company, on behalf of the company. He/she appeared by *(check one)* ☑ physical appearance or ☐ online notarization, and *(check one)* ☑ is personally known to me or ☐ has produced _____ as identification.

JENNIFER H. JEWETT
MY COMMISSION # HH199132
EXPIRES: November 21, 2025

Print Name: Jennifer H. Jewett
Notary Public
My Commission Expires: 11/21/25
Commission Number: HH199132

ATTEST:

By: _____
Melanie Sibbitt, City Clerk

CITY:

CITY OF OCOEE, FLORIDA,
a Florida municipal corporation

By: _____
Rusty Johnson, Mayor

(SEAL)

FOR THE USE AND RELIANCE BY THE CITY OF OCOEE ONLY. APPROVED AS TO FORM AND LEGALITY this 7th day of November, 2023.

FISHBACK DOMINICK

By: _____
City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON November 7, 2023 UNDER AGENDA ITEM NO. 4.

STAFF REPORT

Meeting Date: July 7, 2026
Item #: 6

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of a Partial Release of the Performance Surety for Ocoee Village Center Offsite Potable-Reclaim Cross Connection. (Development Engineer Keaton)

Background Summary:

The subject property is located within a public right-of-way at the Northeast Corner of the intersection of North Lakewood Ave and 2nd Ave. The developer will complete infrastructure improvements, including a potable-reclaim water cross-connection and associated landscaping.

The Ocoee Village Developer's Consortium provided the City with a $100,000 cash escrow for installing the Potable-Reclaim Cross-Connection post-offsite development. To complete the remaining repairs, the developer is requesting the release of $61,880.76 from the Escrow fund. With this partial release, the remaining balance of the existing Escrow fund will be $38,119.24.

Issue:

Should the Honorable Mayor and City Commission approve a partial release of $61,880.76 from the Escrow fund for the Performance Surety for Ocoee Village Center Offsite Potable-Reclaim Cross Connection?

Recommendations:

The Development Services Department recommends the Honorable Mayor and City Commission approve a partial release of $61,880.76 from the Escrow fund for the Performance Surety for Ocoee Village Developer's Consortium for Ocoee Village Center Offsite Potable-Reclaim Cross Connection repairs.

Attachments:

None

Financial Impacts:

There are no financial impacts to the City by accepting this Performance Surety.

Type of Item: Consent

STAFF REPORT

Meeting Date: July 7, 2026
Item #: 7

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

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: Approval of Single Source Vendor and Piggyback Contract Utilization with North America Fire Equipment Company (NAFECO) for Fire Department Uniforms. (Deputy Fire Chief Van Camp)

Background Summary:

The Ocoee Fire Department maintains a standardized uniform program to ensure professional appearance, employee safety, consistency, and compliance with departmental standards. The department requires a reliable vendor capable of providing uniform garments, alterations, embroidery services, insignia application, sizing, fitting, replacement garments, and ongoing support for all department personnel.

North America Fire Equipment Company (NAFECO), has served as the department's uniform vendor and maintains an established relationship with the City for uniform ordering, sizing, embroidery, alterations, warranty support, and replacement services. NAFECO also maintains a local facility in Orlando, providing responsive customer service, product support, and expedited delivery for the department's uniform needs.

SINGLE SOURCE JUSTIFICATION:

The Department has standardized its uniform program through NAFECO and has established operational processes associated with uniform procurement, sizing, ordering, alterations, embroidery, insignia application, and replacement services.

NAFECO is uniquely positioned to provide continuity of service because they:

- Maintain employee sizing records and ordering history.
- Provide department-approved uniform configurations and specifications.
- Coordinate embroidery, insignia, patches, rank insignia, and custom department markings.
- Provide warranty support and replacement services.
- Maintain local inventory access and regional support.
- Ensure consistency of appearance across all department personnel.

Changing vendors would require re-establishing sizing records, uniform specifications, embroidery standards, and inventory management processes, resulting in additional administrative costs, operational inefficiencies, and potential inconsistencies within the department's uniform program.

In lieu of negotiating for a separate contract, the department would like permission to piggyback off of Lake County's established contract.

LAKE COUNTY CONTRACT UTILIZATION JUSTIFICATION:

Lake County competitively solicited and awarded Contract No. 22-730I, Fire Equipment, Supplies, and Services, to NAFECO. The contract currently remains in effect through July 31, 2027. The City's Purchasing Ordinance permits the utilization of competitively awarded contracts from other governmental agencies when determined to be in the City's best interest.

To ensure continuity of service, staff is also requesting authorization to utilize any replacement, renewal, extension, or successor contracts awarded by Lake County to NAFECO for substantially similar uniforms, uniform-related products, and services, provided such contracts are competitively procured and determined by the City to be in the best interest of the municipality.

Staff recommends approving NAFECO as a single source vendor for Fire Department uniforms as budgeted each fiscal year, and utilizing the Lake County contract as a piggyback procurement vehicle to streamline purchasing, eliminate the need for a separate competitive solicitation, and secure favorable pricing that has already been competitively established.

Issue:

Should the Honorable Mayor and City Commission approve the designation of NAFECO as the Department's single source uniform vendor and authorize the utilization of Lake County's Contract No. 22-730I, Fire Equipment, Supplies, and Services, and any subsequent replacement, renewal, extension, or successor contracts awarded by Lake County for substantially similar fire department uniforms, uniform-related products, and services with NAFECO, and authorize the City Manager to execute all necessary purchasing documents?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve the designation of NAFECO as the Department's single source uniform vendor and authorize the utilization of Lake County's Contract No. 22-730I, Fire Equipment, Supplies, and Services, and any subsequent replacement, renewal, extension, or successor contracts awarded by Lake County for substantially similar fire department uniforms, uniform-related products, and services with NAFECO, and authorize the City Manager to execute all necessary purchasing documents.

Attachments:

1. 22-730I Mod 9
2. 22-730I Mod 8
3. Lake County 22-730I

Financial Impacts:

Funding for the purchase of fire department uniforms is included in the Fire Department's budget for Fiscal Year 2025/26 (ID# 001-522-00-5201). Purchases will be made on an as-needed basis through approved Fire Department budget appropriations.

Funding is available within the department's operating budget for uniform replacement, new employee uniforms, and related uniform expenditures. No additional appropriation is required as part of this action.

Type of Item: Consent

MODIFICATION OF CONTRACT

Modification Number:Nine (9) Effective Date: 5/14/2026	Contract Number: 22-730I Title: Fire Equipment Supplies, and Services Effective Date: 08/01/2022
CONTRACTOR Name: North America Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald Woodall	**INSTRUCTIONS:** Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.

DESCRIPTION OF MODIFICATION: Contract modification to add the additional manufacturers per the attached and adds the below ADA Requirements to Exhibit C, Lake County General Terms & Conditions version 5.6.21.

ADA Requirements. Contractor agrees to comply with all aspects of both the Americans with Disabilities Act (ADA) and the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. Contractor shall ensure that all web-based software solutions, websites, and mobile applications provided under this contract are fully and readily accessible to individuals with disabilities and provide reasonable accommodations. This includes, but is not limited to, providing alternative text for images, ensuring that all interactive elements are navigable via keyboard, and providing captions for all video content. Contractor shall also ensure any updates or modifications to the software, websites, or applications continue to meet these accessibility standards and comply with the ADA and WCAG. Failure to comply with the ADA, WCAG, and these requirements may result in the termination of this contract and Contractor being held liable for any damages or costs incurred by the County as a result of non-compliance.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: _____	Signature: _____
Print Name: Ronald Woodall	Print Name: _____
Title: Vice President	Title: _____
Date: 5-14-26	Date: _____
E-mail: ronald.woodall@nafeco.com	Email: _____
Secondary E-mail: sondra.barnes@nafeco.com	

Firm's Name Here				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:				
Warehouse Location(s):	**Orlando Fl, Atlanta GA, Decatur AL**			
Contact Information For Emergency/Disaster Services (24/7)				
Name:	**Terry Mills**			
Email:	terry.mills@nafeco.com			
Emergency Phone:	**256-353-7100**			
List manufacturer brands supported.				
MANUFACTURER	**Percent Off List**	**In Stock / Lead Time**	**Freight Included**	**WEBSITE**
Circul-Air	2.00%	Varies by Product Selection		www.nafeco.com
Leatherhead	10.00%	Varies by Product Selection		www.nafeco.com

LAKE COUNTY, FL

REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Eight (8) Effective Date: 2/1/2026	Contract Number: 22-730I Title: Fire Equipment Supplies, and Services Effective Date: 08/01/2022
OFFICE OF PROCUREMENT SERVICES Contracting Officer: Jennie Perley Contracting Officer II E-mail: jennie.perley@lakecountyfl.gov Telephone Number: 352-343-9423	**CONTRACTOR** Name: North America Fire Equipment Co., Inc. Address: 1515 West Moulton Street City: Decatur, AL 35601 ATTENTION: Ronald Woodall

INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.

DESCRIPTION OF MODIFICATION: Contract modification to add the additional manufacturers per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Ronald Woodall	Signature: Jennie Perley Contracting Officer II
Print Name: Ronald Woodall	Print Name:
Title: Vice President	Title:
Date: 2-10-26	Date: Digitally signed by Jennie Perley Contracting Officer II Date: 2026.02.10 10:18:04 -05'00'
E-mail: ronald.woodall@nafeco.com	
Secondary E-mail: sondra.barnes@nafeco.com	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Firm's Name Here				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:				
Warehouse Location(s):	**Orlando FL, Decatur AL, Clarkston GA, Foley AL, Ashland VA**			
Contact Information For Emergency/Disaster Services (24/7)				
	Name:	**Terry Mills**		
	Email:	terry.mills@nafeco.com		
	Emergency Phone:	**256-353-7100/706-263-5933**		
List manufacturer brands supported.				
MANUFACTURER	**Percent Off List**	**In Stock / Lead Time**	**Freight Included**	**WEBSITE**
TFT	2.00%	Varies by Item		www.nafeco.com
Innotex Gloves	15.00%			www.nafeco.com
Innotex Hoods	20.00%			www.nafeco.com
Innotex Turnout Gear	20.00%			www.nafeco.com

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Seven (7) Effective Date: 12/15/2025	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
OFFICE OF PROCUREMENT SERVICES Contracting Officer: Ronald A. Falanga, NIGP- CPP, CPPO, CPPB E-mail: ronald.falanga@lakecountyfl.gov Telephone Number: 352-343-9839	**CONTRACTOR** Name: North America Fire Equipment Co., Inc. Address: 1515 West Moulton Street City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com

INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.

DESCRIPTION OF MODIFICATION: Contract modification to add the additional manufacturer per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Ronald Woodall	Signature: Ronald A. Falanga
Print Name: Ronald Woodall	Print Name: Ronald A. Falanga
Title: Vice President	Title: Director of Procurement Services
Date: 12-16-25	Date: 12/16/2025
E-mail: ronald.woodall@nafeco.com	
Secondary E-mail: sondra.barnes@nafeco.com	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

NAFECO				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:				
Warehouse Location(s):	**Orlando FL, Decatur AL, Clarkston GA, Foley AL, Ashland VA**			
Contact Information For Emergency/Disaster Services (24/7)				
	Name:	**Terry Mills**		
	Email:	terry.mills@nafeco.com		
	Emergency Phone:	**256-353-7100/706-263-5933**		
List manufacturer brands supported.				
MANUFACTURER	**Percent Off List**	**In Stock / Lead Time**	**Freight Included**	**WEBSITE**
Blauer	10.00%	Varies by Item		www.nafeco.com

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Six (6) Effective Date: 8/1/2025	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire 07/31/2027 or until new contract is awarded.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Ronald Woodall Print Name: Ronald Woodall Title: Vice President Date: 1-14-25 E-mail: ronald.woodall@nafeco.com Secondary E-mail: sondra.barnes@nafeco.com	Signature: Print Name: Gretchen Bechtel, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.01.15 07:11:42 -05'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Five (5) Effective Date: 11/26/2025	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification for price redetermination per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Ronald Woodall Print Name: Ronald Woodall Title: Vice President Date: 12-2-24 E-mail: ronald.woodall@nafeco.com Secondary E-mail: sondra.barnes@nafeco.com	Signature: Print Name: Gretchen Bechtel, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.12.02 11:54:07 -05'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Firm's Name Here			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	WEBSITE address		
	SHOP LOCATION		
2a	Physical Address: 17641 E Colonial Dr. Orlando, FL 32820		
2b	Contact Information: Shannon Sauls		
2c	**Labor for Equipment Repair (not under warranty)**	$145.00	**per hour**
2d	**Pickup or delivery services offered?**		
2e	**Pick up / delivery fee for Equipment**	$130.00	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	20
Which does the firm use: Diesel fuel or Gasoline?	Both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	50
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	30

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	**MANUFACTURER**	**Hourly Service Rate**	**Factory Authorized Service Center? YES/NO**
	Also see attached additional information	$145.00	Yes

Lake County, FL
22-730
Fire Equipment, Supplies and Services

Additional Information

EXCEPTION TO DELIVERY REQUIREMENTS:

Due to the current global supply chain issues, NAFECO will make every attempt to delivery orders within ten (10) days ARO, however many manufacturers have extended delivery times. Delivery will vary dependent upon manufacturer, product ordered and quantities ordered. Currently, some manufacturers have lead times as far out as 6 months ARO.

CURRENT CATALOG AND MANUFACTURER'S PRICE LISTS:

Per Exhibit A, Section 2, Item 2.2, NAFECO will provide requested manufacturer's price lists/catalogs upon request.

November 25, 2024

RE: Lake County Contract Labor Price Increase

When within our capacity to do so, NAFECO does not pass along any price increases nor do we raise rates. Rarely, though necessary since the start of the contract in August of 2022 we are required to increase pricing. Following the requirements in Contract 22-730i, we are providing documentation under the Bureau of Labor Statistics site data. In the data, you will find the following information:

The purpose of this report is to provide a clear justification for the need to establish a $130.00 pick up/delivery fee based on the data provided by the Bureau of Labor Statistics. This report will outline the relevant information supporting the proposed labor rate increase and demonstrate its Alignment with market conditions and organizational health. Bureau of Labor Statistics Data Analysis:

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods
https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm

Upon careful analysis of the Bureau of Labor Statistics data, it is evident that there have been significant shifts in market conditions and economic factors. The data indicates {specific information from the BLS data}.

Market Conditions and Organizational Health: Based on the analysis of the BLS data, it is clear that the current pick up/delivery fee of $130 is essential to maintain organizational health and align with the prevailing market conditions. A comprehensive annual increase is justified to ensure that Our organization remains competitive and sustainable in the current economic landscape. Increased fixed costs, fuel, food, labor and utility costs have risen 3.9% in September 2024 alone dwarfing those rates since they have not been increased since the bid was awarded in 2022.

Conclusion:

In conclusion, the analysis of the Bureau of Labor Statistics data underscores the necessity of implementing a $130 pick up/delivery rate to adequately address the market conditions and sustain organizational health. The proposed increase is in line with the economic indicators and is crucial for the long-term viability of our operations. This report provides a comprehensive rationale for the need to establish a $130 pick up/delivery rate based on the Bureau of Labor Statistics data, and it is recommended that this justification be taken into consideration for the decision-making process. With this in mind, we respectfully request a modest increase in our labor rate to cover the cost of continuing to provide superior service to you and the comprehensive Lake County Contract community.

Economic News Release

Employment Cost Index Summary

Transmission of material in this release is embargoed until
8:30 a.m. (ET) Thursday, October 31, 2024

USDL-24-2232

Technical information: (202) 691-6199 • ncsinfo@bls.gov • www.bls.gov/eci
Media contact: (202) 691-5902 • pressoffice@bls.gov

EMPLOYMENT COST INDEX – SEPTEMBER 2024

Compensation costs for civilian workers increased 0.8 percent, seasonally adjusted, for the 3-month period ending in September 2024, the U.S. Bureau of Labor Statistics reported today. Wages and salaries increased 0.8 percent and benefit costs increased 0.8 percent from June 2024. (See tables A, 1, 2, and 3.)

Compensation costs for civilian workers increased 3.9 percent for the 12-month period ending in September 2024 and increased 4.3 percent in September 2023. Wages and salaries increased 3.9 percent for the 12-month period ending in September 2024 and increased 4.6 percent for the 12-month period ending in September 2023. Benefit costs increased 3.7 percent over the year and increased 4.1 percent for the 12-month period ending in September 2023. (See tables A, 4, 8, and 12.)

Compensation costs for private industry workers increased 3.6 percent over the year. In September 2023, the increase was 4.3 percent. Wages and salaries increased 3.8 percent for the 12-month period ending in September 2024 and increased 4.5 percent in September 2023. The cost of benefits increased 3.3 percent for the 12-month period ending in September 2024 and increased 3.9 percent in September 2023. Inflation-adjusted (constant dollar) wages and salaries increased 1.2 percent for the 12 months ending September 2024. (See tables A, 5, 9, and 12.)

Within private industry by bargaining status, compensation costs increased 5.8 percent for union workers and 3.4 percent for non-union workers for the 12-month period ending in September 2024. Wages and salaries increased 6.4 percent for union workers and 3.6 percent for non-union workers for the 12-month period ending in September 2024. Benefit costs increased 4.9 percent for union workers and 3.1 percent for non-union workers for the period ending in September 2024. (See tables 6, 10, and 12.)

Compensation costs for state and local government workers increased 4.7 percent for the 12-month period ending in September 2024 and increased 4.8 percent in September 2023. Wages and salaries increased 4.6 percent for the 12-month period ending in September 2024 and 4.8 percent from a year ago. Benefit costs increased 4.8 percent for the 12-month period ending in September 2024. The prior year's increase was 4.7 percent. (See tables A, 7, 11, and 12.)

Changes to ECI Index Rounding

Effective with the release of the June 2025 ECI, BLS plans to publish index levels to three decimal places. Percent changes based on these more precise indexes will continue to be published to one decimal place, see www.bls.gov/eci/notices/2024/changes-to-index-rounding.htm.

Table A. Major series of the Employment Cost Index
[Percent change]

Category	3-month, seasonally adjusted		12-month, not seasonally adjusted, current dollar			12-month, not seasonally adjusted, constant dollar		
	Jun. 2024	Sep. 2024	Sep. 2023	Jun. 2024	Sep. 2024	Sep. 2023	Jun. 2024	Sep. 2024
Civilian workers(1)								
Compensation(2)	0.9	0.8	4.3	4.1	3.9	0.6	1.1	1.4
Wages and salaries	0.9	0.8	4.6	4.2	3.9	0.9	1.2	1.4
Benefits	1.0	0.8	4.1	3.8	3.7	0.4	0.8	1.2
Private industry								
Compensation(2)	0.9	0.7	4.3	3.9	3.6	0.6	0.9	1.2
Wages and salaries	0.8	0.8	4.5	4.1	3.8	0.8	1.1	1.2
Benefits	0.8	0.7	3.9	3.5	3.3	0.2	0.5	0.8
Health benefits	-	-	1.9	3.6	3.4	-	-	-
State and local government								
Compensation(2)	1.2	1.1	4.8	4.9	4.7	1.0	1.9	2.2
Wages and salaries	1.1	1.0	4.8	5.1	4.6	1.0	2.0	2.1
Benefits	1.4	1.2	4.7	4.8	4.8	1.0	1.8	2.3

Footnotes

(1) Includes private industry and state and local government.

(2) Includes wages and salaries and benefits.

Note: All estimates in the table can be found in the public database at www.bls.gov/eci/data.htm. Dashes indicate data not available.

- Employment Cost Index Technical Note
- Table 1. Seasonally adjusted: Employment Cost Index for total compensation, by ownership, occupational group, and industry
- Table 2. Seasonally adjusted: Employment Cost Index for wages and salaries, by ownership, occupational group, and industry
- Table 3. Seasonally adjusted: Employment Cost Index for benefits, by ownership, occupational group, and industry
- Table 4. Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for civilian workers, by occupational group and industry
- Table 5. Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry
- Table 6. Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by bargaining status and Census region and division
- Table 7. Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for state and local government workers, by occupational group and industry
- Table 8. Wages and salaries (not seasonally adjusted): Employment Cost Index for wages and salaries, for civilian workers, by occupational group and industry
- Table 9. Wages and salaries (not seasonally adjusted): Employment Cost Index for wages and salaries, for private industry workers, by occupational group and industry
- Table 10. Wages and salaries (not seasonally adjusted): Employment Cost Index for wages and salaries, for private industry workers, by bargaining status and Census region and division

- Table 11. Wages and salaries (not seasonally adjusted): Employment Cost Index for wages and salaries, for state and local government workers, by occupational group and industry
- Table 12. Benefits (not seasonally adjusted): Employment Cost Index for benefits, by ownership, occupational group, industry, and bargaining status
- Table 13. Compensation and wages and salaries (not seasonally adjusted): Employment Cost Index for total compensation, and wages and salaries, for private industry workers, by area
- HTML version of the entire news release

The PDF version of the news release

News release charts

Supplemental Files Table of Contents

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Last Modified Date: October 31, 2024

U.S. BUREAU OF LABOR STATISTICS Office of Compensation and Working Conditions PSB Suite 4160 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone:1-202-691-6199_ www.bls.gov/ECI Contact ECI

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Four (4) Effective Date: 6/6/2024	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification for price redetermination per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Ronald Woodall	Signature:
Print Name: Ronald Woodall	Print Name: Gretchen Bechtel, Contracting Officer II
Title: Vice President	Title:
Date: 6-6-2024	Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.06.07 07:10:35 -04'00'
E-mail: ronald.woodall@nafeco.com	
Secondary E-mail: sondra.barnes@nafeco.com	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

June 4, 2024

RE: Lake County Contract Labor Price Increase

When within our capacity to do so, NAFECO does not pass along any price increases nor do we raise rates. Rarely, though necessary since the start of the contract in August of 2022 we are required to increase pricing. Following the requirements in Contract 22-730i, we are providing documentation under the Bureau of Labor Statistics site data. In the data, you will find the following information:

The purpose of this report is to provide a clear justification for the need to establish a $145 labor rate based on the data provided by the Bureau of Labor Statistics. This report will outline the relevant information supporting the proposed labor rate increase and demonstrate its alignment with market conditions and organizational health. Bureau of Labor Statistics Data Analysis:
Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods
https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm

Upon careful analysis of the Bureau of Labor Statistics data, it is evident that there have been significant shifts in market conditions and economic factors. The data indicates {specific information from the BLS data}.

Market Conditions and Organizational Health: Based on the analysis of the BLS data, it is clear that the current labor rate of $145 is essential to maintain organizational health and align with the prevailing market conditions. A comprehensive annual increase is justified to ensure that our organization remains competitive and sustainable in the current economic landscape. Increased fixed costs, fuel, food, labor and utility costs have risen from .6%-.9% monthly increases dwarfing those rates. Conclusion: In conclusion, the analysis of the Bureau of Labor Statistics data underscores the necessity of implementing a $145 labor rate to adequately address the market conditions and sustain organizational health. The proposed increase is in line with the economic indicators and is crucial for the long-term viability of our operations. This report provides a comprehensive rationale for the need to establish a $145 labor rate based on the Bureau of Labor Statistics data, and it is recommended that this justification be taken into consideration for the decision-making process. With this in mind, we respectfully request a modest increase in our labor rate to cover the cost of continuing to provide superior service to you and the comprehensive Lake County Contract community.

Firm's Name Here			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	www.nafeco.com		
	SHOP LOCATION		
2a	17641 E Colonial Dr. Orlando, FL 32820		
2b	Shannon Sauls		
2c	**Labor for Equipment Repair (not under warranty)**	$145.00	**per hour**
2d	**Pickup or delivery services offered?**	Yes	
2e	**Pick up / delivery fee for Equipment**	$65.00	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	20
Which does the firm use: Diesel fuel or Gasoline?	Both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	50
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	30

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	**MANUFACTURER**	**Hourly Service Rate**	**Factory Authorized Service Center? YES/NO**
	Also see attached additional information	$145.00	Yes

Lake County, FL
22-730
Fire Equipment, Supplies and Services

Additional Information

EXCEPTION TO DELIVERY REQUIREMENTS:

Due to the current global supply chain issues, NAFECO will make every attempt to delivery orders within ten (10) days ARO, however many manufacturers have extended delivery times. Delivery will vary dependent upon manufacturer, product ordered and quantities ordered. Currently, some manufacturers have lead times as far out as 6 months ARO.

CURRENT CATALOG AND MANUFACTURER'S PRICE LISTS:

Per Exhibit A, Section 2, Item 2.2, NAFECO will provide requested manufacturer's price lists/catalogs upon request.

Category	3-month, seasonally adjusted		12-month, not seasonally adjusted, current dollar			12-month, not seasonally adjusted, constant dollar		
	Dec. 2023	Mar. 2024	Mar. 2023	Dec. 2023	Mar. 2024	Mar. 2023	Dec. 2023	Mar. 2024
Civilian workers(1)								
Compensation(2)	0.9	1.2	4.8	4.2	4.2	-0.2	0.9	0.8
Wages and salaries	1.1	1.1	5.0	4.3	4.4	0.0	1.0	0.9
Benefits	0.7	1.1	4.5	3.8	3.7	-0.5	0.4	0.3
Private industry								
Compensation(2)	0.9	1.1	4.8	4.1	4.1	-0.2	0.7	0.6
Wages and salaries	1.0	1.1	5.1	4.3	4.3	0.1	0.9	0.8
Benefits	0.7	1.0	4.3	3.6	3.6	-0.6	0.2	0.1
Health benefits	-	-	3.1	1.8	2.8	-	-	-
State and local government								
Compensation(2)	1.0	1.3	4.9	4.6	4.8	-0.1	1.3	1.3
Wages and salaries	1.1	1.4	4.7	4.7	5.0	-0.2	1.1	1.5
Benefits	1.0	1.2	5.0	4.6	4.5	0.2	1.3	0.9

Footnotes

(1) Includes private industry and state and local government.

(2) Includes wages and salaries and benefits.

Note: All estimates in the table can be found in the public database at www.bls.gov/eci/data.htm. Dashes indicate data not available.

- Employment Cost Index Technical Note
- Table 1. Seasonally adjusted: Employment Cost Index for total compensation, by ownership, occupational group, and industry
- Table 2. Seasonally adjusted: Employment Cost Index for wages and salaries, by ownership, occupational group, and industry
- Table 3. Seasonally adjusted: Employment Cost Index for benefits, by ownership, occupational group, and industry
- Table 4. Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for civilian workers, by occupational group and industry
- Table 5. Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry
- Table 6. Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by bargaining status and Census region and division
- Table 7. Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for state and local government workers, by occupational group and industry
- Table 8. Wages and salaries (not seasonally adjusted): Employment Cost Index for wages and salaries, for civilian workers, by occupational group and industry
- Table 9. Wages and salaries (not seasonally adjusted): Employment Cost Index for wages and salaries, for private industry workers, by occupational group and industry
- Table 10. Wages and salaries (not seasonally adjusted): Employment Cost Index for wages and salaries, for private industry workers, by bargaining status and Census region and division

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Three (3) Effective Date: 2/8/2024	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to add additional product providers to contract per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Ronald Woodall Print Name: Ronald Woodall Title: Vice President Date: 2-8-24 E-mail: ronald.woodall@nafeco.com Secondary E-mail: sondra.barnes@nafeco.com	Signature: Print Name: Gretchen Bechtel, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.02.08 12:36:39 -05'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Firm's Name Here				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:				
Warehouse Location(s):	**Orlando FL, Clearwater, FL, Atlanta, GA, Decatur, AL, Sandston, VA,**			
Contact Information For Emergency/Disaster Services (24/7)				
		Name:	**SHANNON SAULS**	
		Email:	**shannon.sauls@nafeco.com**	
		Emergency Phone:	**256-353-7100/ 470-214-2138**	
List manufacturer brands supported.				
MANUFACTURER	**Percent Off List**	**In Stock / Lead Time**	**Freight Included**	**WEBSITE**
SEEK Thermal	2.00%	Varies by product selection		www.nafeco.com

LAKE COUNTY, FL

REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Two (2) Effective Date: 8/28/2023	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to add additional product providers to contract per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Ronald Woodall	Signature:
Print Name: Ronald Woodall	Print Name: Gretchen Bechtel, Contracting Officer II
Title: Vice President	Title:
Date: 8/29/23	Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.08.31 09:13:17 -04'00'
E-mail: ronald.woodall@nafeco.com	
Secondary E-mail:	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Firm's Name Here				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:				
Warehouse Location(s):	**Orlando, FL; Clearwater, FL; Atlanta, GA; Decatur, AL; Sandston, VA**			
Contact Information For Emergency/Disaster Services (24/7)				
	Name:	**SHANNON SAULS**		
	Email:	SHANNON.SAULS@NAFECO.COM		
	Emergency Phone:	**256-353-7100 / 470-214-2138**		
List manufacturer brands supported.				
MANUFACTURER	**Percent Off List**	**In Stock / Lead Time**	**Freight Included**	**WEBSITE**
HOLMATRO	2.00%	Varies by prod	~~FOB ORIGIN +~~	www. nafeco.com

LAKE COUNTY, FL

REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 8/1/2023	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Ronald Woodall	Signature: Gretchen Bechtel, CPPB, Contracting Officer II
Print Name: Ronald Woodall	Print Name:
Title: Vice President	Title:
Date: 3-7-2023	Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.08 07:04:25 -05'00'
E-mail: ronald.woodall@nafeco.com	
Secondary E-mail: sondra.barnes@nafeco.com	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

CONTRACT NO. 22-730I
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **North America Fire Equipment, Co., Inc. (NAFECO)** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/27/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:
Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB
Contracting Officer II
Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

ADDENDUM NO. #2 **22-730**

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: North America Fire Equipment Co., Inc. (NAFECO)

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: Ronald Woodall

Date: 4/19/22

Print Name: RONALD WOODALL

NAFECO

Title: VICE PRESIDENT

Primary E-mail Address: ronald.woodall@nafeco.com
Secondary E-mail Address:

ADDENDUM NO. #1 **22-730**

LAKE COUNTY, FL

REAL FLORIDA • REAL CLOSE

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?
R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.
R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: **NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)**

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: Ronald Woodall

NAFECO

Date: **3/28/22**

Print Name: **RONALD WOODALL**

Title: **VICE PRESIDENT**

Primary E-mail Address: **ronald.woodall@nafeco.com**

Secondary E-mail Address:

EXHIBIT A – SCOPE OF SERVICES **22-730**
FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Provide a website address for product and price lists for viewing and downloading.

2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.

2.3. Provide all labor, material, and equipment necessary for contract performance.

2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.

2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.

2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

3.1. Deliveries shall be FOB Destination – Inside Delivery.

3.2. Delivery will be to a county location named during order placement.

3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours

3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.

3.3.2. Excludes County Holidays

3.4. Emergency orders shall be delivered within forty-eight (48) hours.

3.4.1. The County will advise when the order is an emergency.

3.4.2. Emergency/Disaster deliveries may be required during non-business hours.

3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.

3.5.1. Back orders may be cancelled after shipment period has lapsed.

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.

7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.

7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.

7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

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A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222, Local Vendor Preference.

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Procurement Protest Procedures site.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

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

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

[The remainder of this page intentionally left blank]

The undersigned hereby declares that: NORTH AMERICA FIRE COMPANY, INC. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with

any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. YES

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)
Street Address: 1515 WEST MOULTON STREET
City: DECATUR State and ZIP Code: AL, 35601
Mailing Address (if different): (SAME AS ABOVE)
Telephone: 256-353-7100 Fax: 256-355-0852
Federal Identification Number / TIN: 63-0725655
DUNS Number: 05-098-3451

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: RONALD WOODALL
Date: 4/27/2022

Ronald Woodall

NAFECO

Print Name: RONALD WOODALL

Title: VICE PRESIDENT

Primary E-mail Address: ronald.woodall@nafeco.com

Secondary E-mail Address: n/a

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	WWW.NAFECO.COM		
	SHOP LOCATION		
2a	17641 E Colonial Dr, Orlando, FL 32820		
2b	SHANNON SAULS		
2c	**Labor for Equipment Repair (not under warranty)**	$100.00	**per hour**
2d	**Pickup or delivery services offered?**	YES	
2e	**Pick up / delivery fee for Equipment**	$65.00	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	20
Which does the firm use: Diesel fuel or Gasoline?	BOTH
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	50
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	30

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	**MANUFACTURER**	**Hourly Service Rate**	**Factory Authorized Service Center? YES/NO**
	ALSO SEE ATTACHED ADDITIONAL SHEET	$100.00	YES

Lake County, FL
22-730
Fire Equipment, Supplies and Services

Additional Information

EXCEPTION TO DELIVERY REQUIREMENTS:

Due to the current global supply chain issues, NAFECO will make every attempt to delivery orders within ten (10) days ARO, however many manufacturers have extended delivery times. Delivery will vary dependent upon manufacturer, product ordered and quantities ordered. Currently, some manufacturers have lead times as far out as 6 months ARO.

CURRENT CATALOG AND MANUFACTURER'S PRICE LISTS:

Per Exhibit A, Section 2, Item 2.2, NAFECO will provide requested manufacturer's price lists/catalogs upon request.

NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)	
SAVE AND SUBMIT AS AN EXCEL FILE	
FIRM'S WEBSITE:	WWW.NAFECO.COM
Warehouse Location(s):	**Orlando FL, Clearwater, FL, Atlanta, GA, Decatur, AL, Sandston, VA,**
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**SHANNON SAULS**
Email:	SHANNON.SAULS@NAFECO.COM
Emergency Phone:	**256-353-7100/ 470-214-2138**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
5.11 Tactical	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Able 2 Sho Me	21.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Action Coupling	21.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Advanced Impressions	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Aegis	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Aeromax Toys	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Aervoe	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Afast Nozzles	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Ajax Tools	8.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Akron Brass	25.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Alco-Lite	4.00%	Varies by product selection	~~FOB ORIGIN + 50%~~	www.nafeco.com
Alert Visions	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Alliance Mercantile-Viking Wear	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Amerex	30.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Ameri-Viz	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Anchor Uniform	15.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Ansell Healthcare-Microflex	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Ansell Protective Solutions	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Ansul-Chemguard	16.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Armor Express	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
ASP USA	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Atlanco-Tru Spec	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Augusta Sportswear	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Avon Manufacturing	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Avon Protection-ISI-Argus	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
B&B Fire Equip-FKA POK	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Bates	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Batteries Plus	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Bayco Products	30.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Bayly Headwear	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Bellville Boots	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Black Diamond Boots	12.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Blackinton	18.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Blue Generation	18.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Blue Pointe Sportswear	15.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Bluewater Rope	18.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Bolle Safety	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Boston	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Boston Leather	18.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Broberry-Carhartt FR	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Broder Bros	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Capps Shoe	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Cardiac Solutions	15.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Carhartt	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Casella	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Cast Products	21.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
CET	10.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Charles River Apparel	15.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Chicago Protective Apparel-CPA	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Circle D	7.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
CMC	12.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Coaxsher	10.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Cobra Caps	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Code 3	12.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Command Light	3.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
CoolCop	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Cotton Eyed Joes	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Cougar Tactical	10.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Council	20.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Covert Armor	10.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Crestar	10.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Danner-Lacrosse	10.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Dicke Safety Products	2.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Don Hume	20.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Draeger	12.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Dragon Fire Gloves	2.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Duo-Safety	2.00%	Varies by product selection	~~FOB ORIGIN +~~ 50%	www.nafeco.com
Dutyman	2.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Eagle Compressors	2.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Eagle Manufacturing	2.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Edwards & Cromwell	4.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Edwards Garment Co	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Edwards Mfg Co	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Eisman Ludmar	10.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Elbeco Uniforms	10.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Elk River Products	10.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Elkhart Brass	36.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Embroidery Services	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Enforcer One	25.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
ERB Industries	15.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Ergodyne	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
ESS	12.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Euramco - Ramfan	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
EZ Spanner-Better Tools	20.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Fat Ivan	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Fechheimer	4.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Federal Signal	12.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Fine Print	10.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Fire Hooks Unlimited	2.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Fire House Decals	2.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Fire Innovations	11.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Fire Ninja	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Fire Research	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
FireAde Foam (FSP-Fire Ade)	25.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Firecom	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Firecraft	2.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
First On Socks	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
First Tactical	10.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Flir	10.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Foldatank	16.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Foxfury	10.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Game Sportswear	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Gasco Gas	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Gateway Safety	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Gemtor	12.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Gerber Outerwear	10.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Gerber Tools	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
GH Armor	22.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Gildan	5.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com
Gillette Generators	1.00%	Varies by product selection	~~FOB ORIGIN +~~ 8%	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Glacier Tek	1.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Glas-Master	8.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Golfire	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Golight	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Groves	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Haix	18.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Hale	11.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Hammerhead Ind-Gearkeeper	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Hanes	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Hankin Bros Cap Co	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Hannay	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Hanover Leather	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Harrington	24.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Harris Ind	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Hazmat DQE	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
HD Electric	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Honeywell Rae	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Honeywell Respiratory FKA Sperian	12.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Husky Drop Tank	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Hydra-Shield Fryelane	6.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Innotex	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Justrite Mfg	11.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
JYD	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
K-Tool	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Kappler	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Key Fire Hose	34.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Keystone Uniform Cap	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Kidde US	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
KNP Headwear	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Kochek	31.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Kussmaul	8.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Lakeland Ind	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Liberty	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Liberty Uniform	12.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Lightning X Products	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION Structural Gear	36.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION Helmets	36.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION Boots	35.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION Express Gear	37.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION Gloves	15.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION Hoods	11.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION Total Care	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION Uniforms	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION MT-94	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION MedPro & VersaPro	11.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION-Bullex Training Products	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Majestic Fire Apparel	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Majestic Gloves	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Mechanix Wear	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Meiko USA Inc	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Meret	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Merrell Footwear	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Moritz Emblem	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
MTS Safety	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
N Vision Optics	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
NAFECO.COM	4.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
National Safety Apparel	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
New Pig Corp	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Niedner	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Nielsen Mfg	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Northwest River Supply-NRS	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Pac Mule	8.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Pacific Headwear	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Pacific Reflex	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Paul Conway	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
PEB Enterprises	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Pelican	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Pellerin-Milnor	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Performance Advantage Co-PAC	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Perimeter Solutions-FKA PhosChek-ICL	4.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Petra Roc	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
PetzI	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
PGI	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Phalanx Defense Systems-PDS	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Plug N Dike	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
PMI	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Point Blank	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Portwest	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Premier Emblem	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
ProKure Solutions	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Propper	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Propper	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
R & B Fabricators	12.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Radians Industrial Safety-CSS	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Red Back Boots	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Red Head Brass	14.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Reflective Apparel	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
RefrigiWear	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Ringers	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
RIT Safety	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Rite in the Rain	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
RKI Instruments	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Rocky Boots	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Rothco	8.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Royce Shields	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Safariland-Bianchi-Hatch	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Safewaze	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Samuel Broom Uniform Accessories	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
SanMar	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
SCBAs	18.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
School Apparel Inc	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Scott Plastics-Scotty FF	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Seattle Gloves	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Shelby	18.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Skedco	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Smith & Warren	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Sound Off	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Sound Uniform Solutions -Olympic Uniforms	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
South Park	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Southeastern	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Southeastern Shirt	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Spiewak	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Spilfyter - National Pkging Serv	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Spyderco	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Stahls Transfer Express	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Stallion Leather	1.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Star Products	1.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Starfield Lion	30.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Stat Packs	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Steck	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Sterling Rope	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Stop Heart Attack	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Stop-Lite Sign	1.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Stratton Hats	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Streamlight	40.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Super Vac	25.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Superfeet	15.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Superior Flamefighter	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Surefire	15.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Tact Squad	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Tact Squad-United Uniforms	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Taylors Leatherwear	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Taylors Tins	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Team Equip	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Tele-Lite	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Tempest-Leader	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Tempo Gloves	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
The Meter Stick	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Thorlo	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Thorogood	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Tiger Hill	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Tingley Rubber Corp	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Tonix	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Topps Safety Apparel	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Tri-Mountain	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Tru Spec	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
True North - Dragonwear	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
TSF Sportswear	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Turtle Plastics	6.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Underwater Kinetics	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
United Uniforms (covers Honor Guard)	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
US Coupling	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
US Night Vision Corp	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
VF Imagewear-Dickies,RedKap, Horace Small, Bulwark-Work Wear Outfitters	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Waterous	14.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Weddle Tool	1.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Weinbrenner	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Weldon	18.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Whelen	12.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Whelen Industrial	12.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Wiley X	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Will-Burt	4.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Winco	8.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Wolfpack Gear	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Wolverine Worldwide	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Workrite	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Xtreme Visibility	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Ziamatic	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com

STAFF REPORT

Meeting Date: July 7, 2026
Item #: 8

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Approval of Cover the Tees Single Source Phase 2 Contract. (Parks and Leisure Services Director Johnson)

Background Summary:
On December 16, 2025, the City Commission unanimously approved staff to negotiate a Single-Source Vendor Contract with Cover the Tees (CTT) to upgrade the driving range at Forest Lake Golf Club. On April 7, 2026, the City Commission approved Phase 1 of the contract, which included development of a 30% design plan to include survey work. Phase II would come back at a later commission meeting, and include a not-to-exceed contract to construct and bring the city a turnkey operation with additional management terms after completion.

City Staff and the City Owners Representatives (ZHA) have negotiated a contract with Performance Delivery, Inc., d/b/a/ Cover the Tees for a covered-technology driving range at a not-to-exceed price of $435,735 plus additional funds of up to $13,100 to cover the cost of bonding at 3%. The bids are based on 27 hitting bays, one (1) auxiliary bay, and one 20x30 auxiliary structure. CTT will provide Canopy and enclosure installation, delivery of product, system engineering, and other services. The site work, prepping, electrical, permitting, and other engineering will be done on a separate contract with a General Contractor.

Issue:
Should the Honorable Mayor and City Commission approve the Phase 2 Single Source Contract with Cover The Tees?

Recommendations:
Staff recommends the Honorable Mayor and City Comission approve the Phase 2 Single Source Contract with Cover The Tees?

Attachments:
1. Cover the Tees and City of Ocoee Small Scope Construction Contract

Financial Impacts:
The cost of this contract and bonding will be covered with earned interest revenue.

Type of Item: Consent

SMALL SCOPE CONSTRUCTION CONTRACT

This Small Scope Construction Contract ("Contract") is made between:

the Owner:
City of Ocoee, a Florida municipal corporation
1 N. Bluford Avenue
Ocoee, Florida 34761

and

the Contractor:

Performance Delivery, Inc., d/b/a Cover the Tees

Driving Range Solutions

1713 Kennedy Pt., Suite 1001
Oviedo, FL 32765

Project: Forest Lake Golf Course Driving Range Facility Improvement Project at located at 10521 Clarcona Ocoee Road, Apopka, FL 32703 ("Project")

Article 1 Scope of Work

1.1 Contractor must perform and provide all of the Work described in **Exhibit A**, which is attached and made a part of this Contract (the "Work"). The Work constitutes a portion of the Project. The Contractor shall perform the Work in coordination with the Project's General Contractor that is contracted by the Owner or the Owner's Golf Course Manager to perform other aspects of the Project ("General Contractor").

1.2 The Work scope is described in the **Scope of Work Description** attached as **Exhibit A**.

1.3 The Owner has determined that the Contractor is a proprietary, single-source provider of the specialized bay structures, systems, and related construction services that are the subject of this Contract, and that competitive solicitation is not required pursuant to the Owner's procurement policies and applicable Florida law. The Contractor represents and warrants that it is the proprietary source for the bay systems and related components to be installed under this Contract.

1.4 The Contractor confirms that no separate additional engineering plans, drawings, or specifications prepared by a licensed professional engineer are necessary for the Work as the systems and improvements contemplated by this Contract have already been fully engineered by Florida licensed engineers. The Contractor shall construct the Work in accordance with its proprietary designs, shop drawings, and product specifications as approved by the Owner. The Contractor shall be solely responsible for the structural adequacy, safety, and code compliance of all Work performed by Contractor or its subcontractors. The Contractor is not responsible for obtaining permits, but the Contractor will work with the General Contractor and the Owner to obtain all permits, licenses, and approvals required for the prosecution and completion of the Work, including but not limited to building permits, electrical permits, plumbing permits, mechanical permits, and any health department approvals that may be required for the performance of the Work. Nothing herein shall relieve the Contractor of the obligation to comply with all applicable building codes, including the Florida Building Code.

1.5 Contractor has visited the Project site (sometimes herein "Site"), become familiar with, and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. The "Site" is the premises upon which the Project is located. The Site does not include all of the Owner's

property.

1.6 Contractor represents and warrants that it is experienced, qualified, properly licensed, and capable of performing the Work required for the Project.

Article 2 Compensation

2.1 **Fixed Price.** The Contract Sum is $435,735 usd (Four Hundred Thirty-five Thousand and no/100 dollars) ("Contract Sum"), subject to adjustment as provided in the Contract.

2.2 The Owner must make payments against the Contract Sum to the Contractor based on the following pay schedule:

2.2.1 50% deposit within ten business days of execution of this Contract.

2.2.2 50% balance due within five business days after final completion and acceptance of the Work by Owner.

2.3 Payments and disputes of payment requests will be in conformance with the Florida Local Government Prompt Payment Act (Chapter 218, Part VII, Fla. Stat.). If the Owner disputes all or a portion of an invoice, the Owner must:

2.3.1 give the Contractor notice of the dispute; and

2.3.2 pay the amount not in dispute when due.

2.4 Contractor acknowledges and agrees that, except as provided in 3.5 below, the Contract Sum is a firm, fixed, and stipulated lump sum and constitutes full compensation for all labor, materials, equipment, tools, supervision, overhead, profit, taxes, insurance, bonds, permits, fees, and all other costs, fees, and expenses of any nature whatsoever necessary for the proper and complete performance of the Work. Since Owner is a Florida municipal corporation, the Project is exempt from Florida Sales and Use Tax. The Owner will provide an exemption certificate to the Contractor on request.

2.5 By accepting final payment, the Contractor shall waive any and all claims against the Owner except those previously made in writing to the Owner and identified by the Contractor as unsettled when the Contractor submits its final invoice for final payment.

2.6 The payment of any invoice or application for payment by the Owner, including the Final Payment, does not constitute approval or acceptance of that part of the Work to which such payment relates, nor does it relieve the Contractor of any of its obligations herewith respect hereto. The making of a payment, including final payment shall not constitute a waiver of claims by the Owner, including but not limited to claims arising from: (1) liens, claims, security interests or encumbrances arising out of this Contract; (2) failure of the Work to comply with the requirements of this Contract and its incorporated documents and state and local codes and requirements; (3) terms of warranties and all other post-final completion or construction obligations required by this Agreement and its incorporated documents and/or as a matter of law; (4) defects, deficiencies and/or failures in the Work; (5) damages suffered directly or indirectly by the Owner caused by the Contractor's negligent performance under this Contract; and (6) any matter for which Contractor has indemnified Owner under this Contract.

2.7 Contractor shall timely pay all subcontractors and suppliers for labor, services, and materials from payments received from Owner. Contractor shall pay all undisputed amounts due to Subcontractors and suppliers within ten (10) days after receipt of payment from Owner. Each Subcontractor shall, in turn, pay its Subcontractors and suppliers within seven (7) days after receipt of payment. Nothing herein shall preclude Contractor or any Subcontractor from withholding payment of disputed amounts, provided written notice of the dispute is timely provided and undisputed amounts are paid as required.

2.8 Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any work performed that is not required by the Contract or authorized by a written change order approved by the Owner.

Article 3 Time

3.1 The Date of Commencement for the Work is intended to occur within the next nine (9) months following the parties' execution of this Contract. The Contractor must commence the Work on site within two weeks of receiving a Notice of Proceed from Owner after the following have been completed:

- General Contractor is retained and ready to proceed with commencement of the Project.
- The required Project permits are acquired,
- The site is prepared and readied per Exhibit A, and
- The second installment is paid per 2.2.2 above.

3.2 The required Date of Final Completion for the Work is 60 calendar days after the Notice to Proceed is issued.

3.3 The parties acknowledge that the Contract Time provided in this Article includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms. In the event of inclement weather (including, excessive wind, heavy rain events, tropical storms or hurricanes) that prevents Contractor from actively performing work and causes a delay in the progress of the Work more than three consecutive days, the Contractor may petition and receive from the Owner an equitable Contract Time extension equal to one day for each day of delay caused by such events.

3.4 Notwithstanding any other provisions of this Contract, except 8.4 below, Contractor's exclusive remedy for delays, impacts, mobilization, demobilization, disruption, acceleration, resequencing, and interruptions in performance of the services caused by events beyond Contractor's and its employees', subconsultants' and agents' control, including delays, impacts, disruption, acceleration, resequencing and interruptions claimed to be caused by or attributable to the Owner or its officials, officers, employees and agents (or any combination thereof), shall be a claim for and be limited to an equitable extension of time under this Contract. Without limiting the foregoing, Contractor shall not be entitled to costs for remobilization after a delay, impact, disruption, acceleration, resequencing or interruption in the performance of the services has occurred, except as provided in 8.4 below. In no event shall the Owner's liability to the Contractor under this Contract exceed the compensation that the Owner is required to pay to Contractor for the Work under this Contract.

3.5 A delay in issuing the Notice to Proceed or the Owner's failure to issue a Notice to Proceed due to the General Contractor's failure to perform its work for the Project shall not constitute a default of this Contract by Owner. If the Notice to Proceed is not issued within twelve months from the parties' execution of this Contract, this Contract may be terminated for convenience pursuant to Section 8.2.1.

If the Notice to Proceed has not been issued within twelve (12) months of execution, Contractor may elect to terminate this Contract by written notice to Owner, in which case Owner shall pay Contractor the termination fee described in Section 8.2.1 (Termination for Convenience) based on costs incurred through the date of termination, and neither party shall have further obligation to the other.

Article 4 Changes

4.1 Subject to Contractor's approval, the Owner may order changes in the Work within the general scope of the Contract without invalidating the Contract. Those changes may consist of additions, deletions, or other changes. The Contractor must proceed promptly with and perform changes in the Work under applicable provisions of the Contract, unless the Owner directs otherwise.

4.2 The Contractor's failure to secure a Change Order or Work Change Directive before proceeding with any change in the Work will constitute an irrevocable waiver of any right the Contractor may have to any

adjustment of the Contract Sum, the Contract Time, or both, on account of the associated change in the Work.

4.3 A Change Order is a written instrument signed by the Owner and Contractor, stating the agreement of the Owner and the Contractor upon **(1)** a change in the Work, **(2)** the amount of the adjustment in the Contract Sum, if any; and **(3)** the extent of the adjustment in the Contract Time, if any.

4.4 A Work Change Directive is a written order signed by the Owner, directing a change in the Work and **(1)** stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time or both or **(2)** limiting the scope of the change in the Work by a fixed adjustment of the Contract Sum.

Article 5 General Requirements

5.1 Performance of the Work

5.1.1 The Contractor must perform the Work in a workmanlike manner, consistent with the standards of skill, care, and diligence exercised by entities licensed to perform (where required under Applicable Law) and regularly performing comparable work on projects of similar size, complexity, design, and cost in Florida.

5.1.2 The Contractor and the Work must comply with Applicable Law.

5.1.3 The Contractor is solely responsible for and has complete control and charge of quality control, means, methods, techniques, sequences, and procedures, and for safety precautions and programs in connection with the Work.

5.1.4 The Contractor may provide a portion of the Work through one or more Subcontractors, but the Contractor will remain responsible for all of its obligations under the Contract.

5.1.5 The Contractor is solely responsible for the acts and omissions of its agents, employees, and Subcontractors and their respective agents and employees and other persons performing any of the Work.

5.1.6 The Contractor must enforce strict discipline and good order among all people carrying out the Work. The Contractor must not permit the employment on the Work of unfit people or people not skilled in tasks assigned to them. If the Owner deems any person engaged in the Work unsatisfactory, the Contractor must transfer or require the transfer of that person from the Project immediately.

5.2 **Final Completion.** When the Contractor believes it has achieved Final Completion, the Contractor must notify the Owner that the Work is ready for Final Completion inspection. Promptly thereafter, the Owner and the Contractor must jointly inspect the Work. Since the Project site involves an active, in use golfing facility, the Owner's partial or full use of the Project site does not constitute final acceptance of the Work.

5.3 **Warranty.** Contractor warrants and guarantees to Owner that all Work shall be performed in strict accordance with the Contract and shall be free from defects in materials and workmanship.

Contractor warrants installation workmanship for a period of one (1) year from Final Completion. This warranty does not cover damage caused by misuse, abuse, modification, or weather events exceeding the design specifications.

Third-Party Equipment: For items such as heaters, fans, or lighting supplied by third-party manufacturers, Contractor acts solely as installer. Such equipment is covered by the manufacturer's warranty, which Contractor shall assign to Owner. Contractor nevertheless warrants that all third-party equipment furnished under this Contract is new, free from defects at the time of installation, and properly installed in

accordance with the manufacturer's specifications and applicable codes.

EXCEPT AS EXPRESSLY STATED HEREIN, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Contractor shall assign to Owner all manufacturer and supplier warranties for materials and equipment incorporated into the Work, and such warranties shall run directly to the benefit of Owner.

5.4 **Independent Contractor.** The Contractor and its agents, employees, and representatives are not agents, employees, or representatives of the Owner for any purpose and are not entitled to any of the benefits the Owner provides for its employees. The Contractor is performing the Work as an independent contractor.

5.5 **Records.** The Contractor to provide as-builts drawings and CAD file for record documentation.

5.6 **Insurance.** Contractor shall, at its sole cost and expense, procure, maintain, and keep in force throughout the performance of the Work and for a period of not less than two (2) years after Final Completion the insurance coverages meeting or exceeding the following: (a) Workers' Compensation Insurance in statutory limits as required by Chapter 440, Florida Statutes, together with Employer's Liability Insurance with limits of not less than $1,000,000; (b) Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, insuring against bodily injury, property damage, products/completed operations, and contractual liability; (c) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with a combined single limit of not less than $1,000,000; (d) Umbrella or Excess Liability Insurance with limits of not less than $2,000,000 per occurrence and aggregate; and (e) Builder's Risk Insurance covering the full replacement cost of the Work. All policies required under subsections (b), (c), and (d) shall name the City of Ocoee, its officials, officers, employees, and agents as additional insureds and shall be primary and non-contributory with respect to any insurance maintained by the Owner. Contractor shall provide the Owner with certificates of insurance evidencing the required coverages prior to commencing the Work. Each policy shall require the insurer to provide the Owner not less than thirty (30) days' prior written notice of cancellation or material change.

5.7 The Contractor shall indemnify and hold harmless the Owner, its elected and appointed officials, officers, agents, and employees harmless from and against all claims, suits, actions, penalties, costs, losses, liabilities, damages and/or cause of action, including, but not limited to, attorneys' fees and litigation costs at trial and appellate levels, for personal injury, sickness, disease, death, real property damage, and personal property damages that may arise or do arise to the extent caused by errors, omissions, negligent acts, recklessness, wrongful acts, or gross negligence of the Contractor, its subcontractors, agents, servants, or employees as a result of or during the performance of Work under this Agreement.

5.8 **IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DELAY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, OR COST OF COVER INCURRED BY CONTRACTOR, SUBCONTRACTORS, OR ANY OTHER THIRD PARTIES ARISING OUT OF OR RELATED TO THIS CONTRACT AND/OR CONCERNING THE PERFORMANCE OF WORK BY THE CONTRACTOR, SUBCONTRACTORS, OR BY OWNER UNDER THIS CONTRACT.**

The parties mutually waive all claims for consequential, indirect, or punitive damages arising from performance or breach of this Agreement.

5.9 **Payment & Performance Bond**. Prior to commencement of the Work, Contractor shall obtain and post a payment and performance bond with the Owner as the beneficiary in compliance with Section 255.05, Florida Statutes, in an amount of at least 100% of the Contract Sum in a form and with terms acceptable to Owner. Such bonds shall be issued by a surety authorized to transact business in the State of Florida and having a

current rating of not less than "A-" as to financial strength by A.M. Best Company. The bonds shall be executed in accordance with applicable Florida law and shall remain in full force and effect until one year after completion of the Work. Owner shall reimburse Contractor for the actual cost of the payment and performance bond within ten business days of delivery of the executed payment and performance bond to the City, which amount of reimbursement shall not exceed an amount equal to 3.1% of the Contract Sum.

Article 6 Owner Work Rules

6.1 During the progress of the Work, to the full extent feasible, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work and keep and maintain the Work site in an attractive, orderly, and clean condition.

6.2 As a condition precedent to Final Completion, the Contractor must remove all waste materials, rubbish, debris, the Contractor's tools, construction equipment, machinery, surplus materials, etc. from and about the Project. Small rubbish materials may be broken down and placed within the onsite dumpster.

6.3 Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons (including but not limited to the general public) who may be affected thereby. Contractor shall comply with OSHA standards.

Article 7 Dispute Resolution

7.1 **Mediation.** As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the Owner shall select the mediator who, if selected solely by the Owner, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until: (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.2 **Venue.** Any litigation between the parties must be brought and held only in a court of competent jurisdiction seated in Orange County, Florida. The parties consent to the exclusive jurisdiction of that court and to Orange County, Florida, as the exclusive venue for all litigation between them. In any litigation arising out of this Contract, the prevailing party shall be entitled to recover its reasonable costs, expenses, and attorneys' fees from the non-prevailing party. Pending the final resolution of any dispute, the parties must proceed with the performance of this Contract.

7.3 Causes of action by the Owner against the Contractor will accrue and the applicable statute of limitations will begin to run on the later of the date of final payment to the Contractor or the date on which the Owner actually discovers the facts giving rise to the cause of action. To the extent not waived by acceptance of final payment, causes of action by the Contractor against the Owner will accrue and the applicable statute of limitations will begin to run no later than the date of final payment to the Contractor.

Article 8 Termination

8.1 **Termination for Cause.** Either party may terminate the Contract for cause after giving written notice of default and a 30-day opportunity to cure if the other party commits a material breach of the Contract.

The Owner may terminate this Contract for cause if the Contractor: (a) persistently fails to perform the Work in accordance with the Contract; (b) fails to supply sufficient workers, materials, or equipment; (c) fails to comply with applicable laws or regulations; (d) is adjudged bankrupt, makes a general assignment for the benefit of creditors, or has a receiver appointed; (e) abandons the Work; or (f) materially breaches any provision of this Contract.

8.2 **Termination for Convenience.** The Owner may terminate all or part of the Contract without cause and for the Owner's convenience by giving written notice of the termination to the Contractor.

8.2.1 If the Owner terminates the Contract for convenience prior to the issuance of the Notice to Proceed, Owner must pay the Contractor a termination fee equal to the actual cost of the Work performed as of the date of termination plus the reasonable, documented costs the Contractor actually incurs to cancel contracts the Contractor had entered into in furtherance of the Work before the date of termination plus 8% of such amounts for Contractor's overhead and profit; provided however, the total termination fee paid by Owner shall not exceed 15 percent or be less than 10 percent of the Contract Sum. Since the Contractor will have received at least 50% of the Contract Sum prior to the Notice to Proceed, Contractor will refund to the Owner funds Contractor previously received exceeding the termination fee.

8.2.2 If the Owner terminates the Contract for convenience after the issuance of the Notice to Proceed, Owner must pay the Contractor a termination fee equal to the actual cost of the Work performed as of the date of termination plus the reasonable, documented costs the Contractor actually incurs to cancel contracts the Contractor had entered into in furtherance of the Work before the date of termination plus 8% of such amounts for Contractor's overhead and profit. Since the Contractor will have received at least 50% of the Contract Sum at the time of the Notice to Proceed, Contractor will refund to the Owner funds Contractor previously received exceeding the termination fee.

8.3 The Owner will not be obligated to pay the Contractor anything on account of any Work the Contractor does not perform due to any termination of the Contract.

8.4 Owner may, at any time and in its sole discretion, suspend the Work or any portion thereof for a period not to exceed ninety (90) consecutive days by written notice to the Contractor. Contractor shall resume the Work upon written notice from Owner. Owner shall compensate Contractor for documented demobilization costs and remobilization costs if Owner interrupts the Work.

Article 9 General Terms

9.1 **Applicable Law.** "Applicable Law" includes all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders, and decrees (all as amended from time to time) of any government or quasi-governmental entity with jurisdiction over the Project or the Site. Exclusive venue for any litigation arising out of this Contract shall be in a court of competent jurisdiction in Orange County, Florida.

9.2 **Final Completion.** "Final Completion" is the stage in the progress of the Work when the Work or an Owner-designated portion of it is totally complete and the Contractor has satisfied every associated requirement under the Contract.

9.3 **Subcontractors.** A "Subcontractor" is a person or entity (including vendors and material/equipment suppliers) under contract with the Contractor to perform or provide a portion of the Work and the Subcontractor's authorized representatives, successors, and assigns. The term includes subcontractors to a Subcontractor regardless of tier.

9.4 **Intent of Contract.** The intent of the Contract is to **(1)** include all items necessary for the Contractor's proper execution and completion of the Work and **(2)** to relieve the Owner of the necessity of performing any of the Work to complete the Project. In the event of any conflict between this Agreement and any

other part of the Contract, this Agreement governs.

9.5 **Successors and Assigns.** The Owner and the Contractor each bind themselves, their successors, assigns, and legal representatives to the other party to the Contract and to the successors, assigns, and legal representatives of the other party with respect to all terms of the Contract. The Contractor must not assign or transfer any right, title, or interest in the Contract without the Owner's prior written consent, and an attempted assignment without that consent will be void.

9.6 **Entire Agreement.** The Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

9.7 **Modifications.** The Contract may be amended only through a written document signed by both parties, except in the case of a Work Change Directive.

9.8 **Captions.** The captions or headings in the Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope, meaning, or intent the Contract.

9.9 **No Third-Party Interest.** No person or entity, other than the Owner and Contractor, has any right or interest under the Contract, and the Contract does not create a contractual relationship of any kind between any people or entities other than the Owner and the Contractor.

9.10 **Governing Law.** Florida law governs the Contract, and the laws of the State of Florida, whether substantive or procedural, must be followed with respect to the Contract without giving effect to the principles of conflicts or choices of law.

9.11 **Notices.** All written notices to be given under the Contract will be deemed to have been given and served when delivered in person, by facsimile, or e-mail, or mailed, postage prepaid, to a designated representative of the receiving party.

9.12 **Severability.** If any part of the Contract is held as a matter of law to be unenforceable or unconscionable, the remainder of the Contract will be enforceable without that part.

9.13 **Time of Essence.** The time limits stated in the Contract are of the essence of the Contract.

9.14 **No Waiver.** The failure of the Owner or the Contractor to insist in any one or more instances upon the strict performance of any one or more of the provisions of the Contract or to exercise any rights under the Contract or provided by law will not be construed as a waiver or relinquishment of that provision or right or of the right to subsequently demand strict performance or exercise the right, and the rights will continue unchanged and remain in full force and effect.

9.15 **Rights and Remedies.** The duties, obligations, rights, and remedies under the Contract are in addition to and not a limitation of the duties, obligations, rights, and remedies otherwise imposed by or available under Applicable Law.

9.16 **Survival of Obligations.** All representations, indemnity obligations, warranties, guarantees, and necessarily continuing obligations under the Contract, will survive final payment, completion and acceptance of the Work, and termination or completion of the Contract.

9.17 **Nondiscrimination.** The Contractor must not discriminate in any manner in the performance of the Work by reason of race, handicap, color, religion, sex, age, national origin, ancestry, disability, or any other factor specified under Applicable Law including without limit Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983.

9.18 **No Liens.** Owner is a Florida municipal corporation with sovereign immunity and is exempt from construction liens pursuant to Chapter 713, Florida Statutes. In no event shall Contractor or any others performing work through Contractor make a claim of lien or place a claim of lien on the Owner's property or the Project.

9.19 **Public Records**. Contractor affirmatively agrees to comply with all "Contractor" provisions of section 119.0701(2), Florida Statutes. Contractor shall provide public records in its possession and control to the Owner upon completion of the services or Work as required by the Public Records Law. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk msibbitt@ocoee.org.**

9.21 Ethics Law.

(a) Contractor shall not engage in any action that would create a conflict of interest in the performance of the actions of any Owner's officials, officers, employees or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of

Part III, Chapter 112, Florida Statutes, relating to ethics in government. Contractor hereby certifies that no officer, agent, or employee of the Owner has any material interest (as defined in Section 112.312 (15), Florida Statutes), either directly or indirectly, in the business to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(b) Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Owner shall have the right to terminate this Agreement without liability.

(c) Any Person or affiliate, as defined in section 287.133 of the Florida Statutes, shall not be allowed to contract with the Owner, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresenta-tion. Any Agreement with the Owner obtained in violation of this Section shall be subject to termination for cause. A subconsultant or subcontractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a subconsultant or subcontractor acceptable to the Owner.

(d) Contractor represents that no officer, employee, or agent of the Owner has any personal or financial interest in this Contract or in the Contractor. The Contractor shall comply with Sections 112.311–112.326, Florida Statutes.

9.22 **False Claims**. If Contractor is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Contractor, Contractor shall be liable to the Owner for an amount equal to such unsupported part of the claim in addition to all costs to the Owner attributable to the cost of reviewing said part of Contractor's claim. The Owner and Contractor acknowledge that the "Florida False Claims Act" provides civil penalties not more than $10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Contractor agrees to be bound by the provisions of the Florida False Claims Act for purposes of this Agreement and the services performed hereunder.

9.23 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall be considered or deemed a waiver of the Owner's sovereign immunity protections or of any other immunity, defense, or privilege afforded to the Owner or its officials, officers, employees and agents under law, including without limitation, Section 768.28, Florida Statutes.

9.24 **E-Verify.** By entering into this Contract, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontractor must be terminated immediately.

9.24 **Scrutinized Companies.** The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria, as those terms are defined in Sections 287.135 and 215.473, Florida Statutes.

9.25 **Anti-human trafficking**. Pursuant to Section 787.06, Fla. Stat., the Contractor shall execute an affidavit signed by an officer or a representative of the Contractor nongovernmental entity under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in this section.

This Contract is entered into as of the day and year last written below.

PERFORMANCE DELIVERY, INC. D/B/A COVER THE TEES

_____
By: Matthew Towell, President CEO Date:_____

APPROVED:

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

DATE:_____

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY
this ____ day of _____, 2026

FISHBACK DOMINICK LLP

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

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____, 2026
UNDER AGENDA ITEM NO. _____.

"Exhibit A to Small Scope Construction Contract"



C O V E R T H E T E E S

1713 Kennedy Pt. Suite 1001

Oviedo, FL

32765

Proposal

Job:	Forest Lake Golf Club - 27 Hitting Bays
Address:	10521 Clarcona Ocoee Rd, Apopka, FL 32703
Date:	6/19/26
Attn:	Craig Shadrix - City Manager
Phone:	407-905-3112
Email:	Craig.Shadrix@ocoee.org
Job ID:	FLGC120125

Mr. Shadrix,

As promised, attached is a quote for your review. Please review and let us know if you have any questions. Otherwise, we will follow up shortly to schedule a meeting to review in more detail and answer any questions you may have.

We appreciate the opportunity to bid on your project.

Sincerely,
Stephen Arnold
843-816-8047
sarnold@coverthetees.com

Scope Details
Aluminum Driving Range Cover

We will provide a pre-engineered hitting bay cover system per engineered drawings.

- 3" standing seam panels - White
- Uprights Columns minimum of 6x6 aluminum - Front Column set 8ft back from the front of structure - White
- Top Beams - White
- Rolled gutter for rear if necessary - White
- Our cold weather system has walls in the rear and on the side to block the wind, each bay will have acrylic sliding windows for the rear of bays (Not chosen on this project)
- If egress openings are needed, the egress openings will be provided and locations will be dictated by local building code. (Not necessary for this project)
- Product will meet all necessary building codes throughout the country with a maximum wind rating of 150 mph and 40 PSF snow load

Bid Pricing and Options:

Golf Hitting Bay Cover System

28 BAYS (27 hitting bays and 1 auxiliary bay)

CTT-OA	290 X 25	Aluminum Standard Open Air Hitting Bay Cover 27 hitting bays - 23 bays @ 10', 4 bays @ 12' 1 bay @ 12' - auxiliary bay "ball room" - far left side Enclosed on 4 sides Entry door and roll up door	7250	
	20 X 30	Auxiliary Space - gable design** off the rear of the tee line ***enclosed by others*	600	
	Total Price for Bay Cover			***$385,580.00***

Additional Options:

Hitting Bay Dividers (4ft)	29 Dividers @	$425.00	*$12,325.00*
EXLED Range Lighting Fixtures - ***Dimmable*** (To be mounted and wired by others)	10 Fixtures @	$1,950.00	*$19,500.00*
EXLED Wireless Controller (optional) *one controller allowes you to adjust all EXLED lights*	1 Fixtures @	$1,950.00	*$1,950.00*
LED lights in each bay - 3 per bay - mounted (wired by others)	84 LEDs @	$195.00	*$16,380.00*

Services & Fees Included with Price

Canopy & Enclosure Installation	Included
Delivery of the product	Included
System Engineering (signed and sealed drawings by licensed engineer)	Included
Logistics (Travel Costs etc..)	Included
Any necessary Core drilling needed for anchors during installation	Included
Door openings where instructed by customer	NA
*Permitting (See notes below)	Not Included
Site Prep and Soil Testing	Not Included
3rd party inspections fees	Not Included
Concrete Slab By Others (no less than 6" under columns. Varies by location)	Not Included
Electrical	Not Included
Municipality Permit Fees	Not Included
Seismic Engineering	Not Included

Proposal does not include costs associated with prevailing wage requirements

Permitting: Responsibilities to be taken care of by owner or contractor hired by owner. Cover the Tees will not be the General Contractor on the project. We will provide signed and sealed structural drawings by a licensed engineer with your state seal ready for permitting.* ***Cover the Tees is not able to use any existing slabs unless they meet the specs detailed on the signed and sealed plans that will be provided. In most cases a new slab will be needed to meet engineers requirements.

- The above scope is for aluminum golf hitting bay cover at Forest Lake Golf Club - 27 Hitting Bays
- We will furnish material and labor for the proposed Aluminum Golf Hitting Bay Cover complete in accordance with specifications and engineered drawing provided and in accordance with local building codes. Additional options listed above.
- This price includes all services detailed in the scope above in the "services & fees included with price" This product can be ready for shipment within 4-6 weeks upon receipt of 50% deposit.
- Once proposal is accepted and deposit has been sent, we will provide signed and sealed engineered drawings ready for permitting. **By signing the proposal, you agree not to share any of our proprietary foundation information or disclose design details.**
- This proposal is good for 30 days.
- Pricing is subject to increase as this proposal is based on current market prices. However, pricing can be locked in with a 50% deposit allowing us to order your matierials.*
- Pay Schedule

  25% - Deposit upon acceptance of the proposal
  *25% - Deposit at time of permitting - materials ordered at this time
  50% - Balance due upon completion

Payments due upon receipt of invoice. Payments not received within 15 days of invoice date will incur a 3% finance charge. A 3% finance charge will be incurred each month past the due date.

STAFF REPORT

Meeting Date: July 7, 2026
Item #: 9

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Approval of the Fifth Amendment to the Contract with SSS Twin Rivers OPCO LLC, doing business as Down to Earth (DTE) Golf Management. (Parks and Leisure Services Director Johnson)

Background Summary:

The City has selected Cover The Tees as a single-source entity for its patented covered-technology driving range, to furnish and install the range at Forest Lake Golf Club. Cover The Tees is not a licensed contractor and does not provide site preparation, site development, concrete, paving, or permitting. A licensed General Contractor (GC) is therefore required to handle these scopes. Trinity Restoration and Contracting, Inc. will serve as the GC, responsible for permitting and constructing the Driving Range Improvements.

Down to Earth (DTE), the City's contracted interim operator, is best positioned to procure Trinity Restoration and Contracting, Inc. as GC. This procurement method will streamline the project timeline and support a Fall opening. The Parks and Leisure Services Director and Owners Representative (ZHA) will coordinate with Cover The Tees and the GC on implementation, reviewing completed work and processing payments to Trinity Restoration and Contracting upon satisfactory completion of project milestones. The City will reimburse DTE for approved project costs in accordance with terms established by the contract.

DTE's current interim operations contract expires November 30, 2026. To accommodate the driving range improvements, contract obligations, and to deliver a turnkey, covered-technology driving range with serviceable food and beverage, the contract should be extended until the completion of the project. This ensures the City has a fully operational strategy in place for the completion of Phase 1 of the Forest Lake Golf Club Master Plan.

The contract sum for Trinity Restoration and Contracting, Inc.'s construction contract should not exceed $1,650,000 without further approval from the City with the project fully funded with earned interest revenue and Recreational Impact fee funds .

Issue:

Should the Honorable Mayor and City Commission approve the amendment with Down to Earth's contract?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the amendment to Down to Earth's contract.

Attachments:
1. Fifth Amendment to Management Agreement

Financial Impacts:
The contract will be covered with earned interest revenue and Recreational Impact Fee Funds.

Type of Item: Consent

FIFTH AMENDMENT TO MANAGEMENT AGREEMENT
FOREST LAKE GOLF CLUB

This FIFTH Amendment to Management Agreement (this "**Amendment**") is made and entered into effective as of _____, 2026 (the "**Effective Date**"), by and between the **CITY OF OCOEE**, a Florida municipal corporation ("**Owner**" or "**City**"), and **SSS TWIN RIVERS OPCO LLC**, an Ohio limited liability company, doing business as DTE Golf ("**Manager**").

RECITALS

WHEREAS, Owner and Manager entered into that certain Management Agreement for the Forest Lake Golf Club effective as of April 22, 2025 (the "Agreement") as amended; and

WHEREAS, pursuant to the Agreement as amended, the Term is scheduled to expire on November 30, 2026, unless extended or earlier terminated; and

WHEREAS, in accordance with Manager's duties under Section 6 (c)(xiii) of the Agreement, Manager has made a recommendation to Owner to make certain driving range capital improvements to the Golf Club property by using the services of Performance Delivery, Inc. d/b/a Cover the Tees and Trinity Restoration and Contracting, Inc. ("Driving Range Project");

WHEREAS, the Owner has approved the Driving Range Project and desires for it to proceed to commencement and completion; and

WHEREAS, in accordance with Manager's duties under Section 6 (c)(xiii) & (e)(ii)(2) of the Agreement, Manager is responsible for causing the completion of the Driving Range Project, inclusive of procuring the construction contractors and proprietary suppliers to complete the project; and

WHEREAS, Owner and Manager desire to amend the Agreement to extend the Term in order to give time for Manager to cause the completion of the Driving Range Project.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Extension of Term.** Section 1 (n) of the Agreement is hereby amended to provide a new Expiration Date of _____, unless earlier terminated in accordance with the Agreement.
2. **A new Paragraph 44 is added to the Agreement to read as follows:**

   44. DRIVING RANGE PROJECT. In accordance with Manager's duties under Section 6 (c)(xiii) of the Agreement, Manager is recommending to Owner to make certain driving range capital improvements to the Golf Club property ("Driving Range Improvements"). In accordance with Manager's duties under Section 6 (c)(xiii) & (e)(ii)(2) of the Agreement

Manager has recommended, selected, and is procuring the services of Performance Delivery, Inc. d/b/a Cover the Tees and Trinity Restoration and Contracting, Inc. (as general contractor) to cause the construction of the Driving Range Improvements ("Driving Range Project"). Any construction contract between Manager and the contractors shall name Owner has an express third party beneficiary with full enforcement rights of the project owner, and shall be fully assignable by Manager to Owner upon Owner's request. The contract sum for Trinity Restoration and Contracting, Inc.'s construction contract should not exceed $1,650,000 without further approval from the Owner. Owner will directly contract with Performance Delivery, Inc. d/b/a Cover the Tees for its portion of the Driving Range Project. Owner is entitled to review and approve the construction contract(s), scope of work, and project payment and construction schedule before its/their execution to ensure compliance with Florida law and adequate protections for the Owner and its property. The Driving Range Project shall not commence without Owner's additional notice to proceed authorization. Owner shall be responsible for funding the Driving Range Improvements. Owner and Manager shall work in good faith to establish a schedule for the Owner's funding of payment applications for Driving Range Improvements. Manager shall ensure that the general contractor, Trinity Restoration and Contracting, Inc. is required to obtain and post a payment and performance bond pursuant to Section 255.05, Florida Statutes covering all Driving Range Project work, including the portion of the work performed by Performance Delivery, Inc. d/b/a Cover the Tees. Owner should be listed as an additional insured on general contractor's insurance certificate, and as a dual obligee on any required construction performance/payment bonds.

3. **No Other Changes.** Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
4. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

OWNER:

CITY OF OCOEE, a Florida municipal corporation

ATTEST:

By:_____

_____
Melanie Sibbitt, MMC
City Clerk

Date:_____

(SEAL)

APPROVED BY THE CITY OF OCOEE
COMMISSION IN 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 LLP

By: _____
A. Kurt Ardaman, City Attorney

MANAGER:

SSS TWIN RIVERS OPCO LLC,
an Ohio limited liability company

By: _____
Signature Date

_____
Print Name Title

STAFF REPORT

Meeting Date: July 7, 2026
Item #: 10

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

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval to Award ITB #26-006 Clarke Road Force Main Relocation Project. (Procurement Manager Tolbert)

Background Summary:
The City of Ocoee solicited bids from qualified contractors for the installation of approximately 225 lineal feet (LF) of 8-inch Polyvinyl Chloride (PVC) force main by open-cut installation, 1,610 LF of 10-inch High-Density Polyethylene (HDPE) force main by directional drill installation, and 41 LF of 20-inch steel casing by Jack and Bore installation under Florida Central Railroad (FCEN) right-of way. Installation also includes connections to existing force mains, valves, fittings, pressure testing, bypass pumping, pipe grouting and abandoning, open cut and restoration of roadway, driveways, curb, sodding, seeding and other restoration as may be required. All work must be in compliance with the City of Ocoee Engineering Standards Manual. 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 force mains.

The ITB was publicly advertised on April 26, 2026, and bids were publicly opened on June 2, 2026. A total of seven (7) bids were received, and all were determined to be responsive. Bid prices ranged from $673,900.00 to $1,155,522.00 and are available for review in the Finance Department. Staff recommends awarding ITB #26-006 Clarke Road Force Main Relocation Project to the lowest responsive and responsible bidder, Cacique Utilities LLC, in the amount of $673,900.00 for the Base Bid, along with Alternate No. 1, as outlined in the attached Award Recommendation from Utilities Director Jennifer Bolling. As part of the evaluation process, the Utilities Department contacted five municipalities and one engineering consulting firm regarding recent projects completed by Cacique Utilities LLC and received positive references regarding the firm's performance and capabilities.

The combined award for the Base Bid and Alternate No. 1 remains within the total project budget of $1,510,755.00, allowing the City to complete the project under budget while incorporating the additional work included in the alternate.

Bidder	Total Base Bid	Alternate Base Bid	Total Base Bid Plus Alternate
1. Cacique Utilities LLC	**$668,275.00**	**$7,920.00**	**$676,195.00**

2. Accurate Drilling Systems	$709,315.00	$11,880.00	$721,195.00
3. Prime Construction Group	$801,940.00	$5,760.00	$807,700.00

Issue:
Should the Honorable Mayor and City Commission approve the award of ITB #26-006 Clarke Road Force Main Relocation Project, to Cacique Utilities, LLC, in the corrected total amount of $676,195.00, consisting of the Base Bid and Alternate Bid No. 1?

Recommendations:
Staff recommends the Honorable Mayor & City Commission:

1. Award ITB #26-006 Clarke Road Force Main Relocation Project, to Cacique Utilities, LLC, in the corrected total amount of $676,195.00, and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received.

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

Attachments:
1. Award Recommendation
2. Bid Tabulation
3. Invitation to Bid
4. Cacique Utilities Proposal
5. Addendum 01
6. Addendum 02

Financial Impacts:
The total project budget for the Clarke Road Force Main Relocation Project is $1,510,755.00 and is funded through the Fiscal Year 2025-2026 Wastewater Capital Improvements Program (408-535-10-6302), Job Number P000339. The recommended award to Cacique Utilities, LLC, including the Base Bid and Alternate Bid No. 1, is $676,195.00, which is within the approved project budget.

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: **Richard Dilyerd**
Engineering Technician

DATE: **Thursday, June 18, 2026**

RE: **ITB #26-006 Clarke Road Force Main Relocation Award Recommendation**

The Clarke Road Force Main Relocation Project has been budgeted for Fiscal Year 2025-2026 for a total amount of $1,510,755.00 from the Wastewater Capital Improvements Carry Forward Fund (408-535-10-6302), Job Number P000339. The Utilities Department recommend awarding ITB #26-006 Clarke Road Force Main Relocation Project to the lowest responsive and responsible bidder, Cacique Utilities, LLC, for the Base Bid and Alternate Bid No. 1 in the corrected amount of $676,195.00. The recommendation includes Alternate Bid No. 1, which will allow the City to complete the additional project improvements as part of the initial construction effort while remaining within the approved project budget.

- On June 2, 2026, bids were opened for Bid ITB #26-006 Clarke Road Force Main Relocation Project. The three lowest bidders and their bid prices are listed below.

1. Cacique Utilities LLC
   4804 Waverly Woods Ter
   Lake Worth, FL 33463
   Base Bid Price: $668,275.00
   Alternate Base Bid: $7,920.00
   Total Bid: $676,195.00

2. Accurate Drilling Systems, Inc.
   49 Industrial Loop
   LaBelle, FL 33935
   Base Bid Price: $709,315.00
   Alternate Base Bid: $11,880.00
   Total Bid; $721,195.00

3. Prime Construction Group, Inc.
   741 Garden Commerce Parkway
   Winter Garden, FL 34787
   Base Bid Price: $801,940.00
   Alternate Base Bid: $5760.00
   Total Bid: 807,700.00

The Utilities Department reached out to 5 municipalities and 1 engineering consulting firm with positive feedback on recent projects completed by the lowest bidder.

During the bid evaluation process, a mathematical error was identified in the bid submitted by Cacique Utilities, LLC. In accordance with the Instructions to Bidders, the bid was evaluated using the corrected amount derived from the unit prices and extensions provided in the bid schedule. The corrected total bid amount for the Base Bid and Alternate Bid No. 1 is $676,195.00.

BID TABULATION

ITB #26-006 Clarke Road Force Main Relocation
06/02/26 2:00 P.M.

BIDDER			ACCURATE DRILLING SYSTEMS, INC.		CACIQUE UTILTIES, LLC		GARNEY COMPANIES, LLC		J MALEVER CONSTRUCTION	
Acknowledgement of Addendum 1 & 2			✓		✓					
Bid Security			Bid Bond		Bid Bond		Bid Bond		Bid Bond	
Exceptions			No		No					
Company Verification			✓		✓					
Required Forms			480 - Date incorrect		✓					
DESCRIPTION	**UNITS**	**EST'D QTY.**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
General Requirements	Lump Sum	1	$47,700.00	$47,700.00	$30,000.00	$30,000.00	$150,000.00	$150,000.00	$140,000.00	$140,000.00
Mobilization/Demobilization	Lump Sum	1	$12,630.00	$12,630.00	$30,000.00	$30,000.00	$102,000.00	$102,000.00	$45,000.00	$45,000.00
Utility Locates and Coordination	Lump Sum	1	$5,570.00	$5,570.00	$15,000.00	$15,000.00	$22,500.00	$22,500.00	$15,000.00	$15,000.00
Preconstruction Video	Lump Sum	1	$1,040.00	$1,040.00	$10,000.00	$10,000.00	$2,300.00	$2,300.00	$1,000.00	$1,000.00
Maintenance of Traffic	Lump Sum	1	$14,400.00	$14,400.00	$30,000.00	$30,000.00	$55,000.00	$55,000.00	$16,000.00	$16,000.00
Project Record Documents	Lump Sum	1	$27,000.00	$27,000.00	$30,000.00	$30,000.00	$9,857.00	$9,857.00	$3,000.00	$3,000.00
Dewatering	Lump Sum	1	$11,400.00	$11,400.00	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
Erosion and Sedimentation Control	Lump Sum	1	$3,570.00	$3,570.00	$15,000.00	$15,000.00	$8,500.00	$8,500.00	$1,500.00	$1,500.00
Remove and Replace Concrete Sidewalk	Square Yards	268	$160.00	$42,880.00	$110.00	$29,480.00	$92.00	$24,656.00	$115.00	$30,820.00
Landscape Restoration and Sodding	Lump Sum	1	$9,850.00	$9,850.00	$30,000.00	$30,000.00	$8,000.00	$8,000.00	$9,000.00	$9,000.00
Open Cut and Restore Roadway	Square Yards	22	$585.00	$12,870.00	$250.00	$5,500.00	$1,500.00	$33,000.00	$1,300.00	$28,600.00
Remove and Replace Concrete Curb	Linear Feet	25	$105.00	$2,625.00	$50.00	$1,250.00	$336.00	$8,400.00	$150.00	$3,750.00
Furnish and Install 8" PVC Force Main via Open Cut	Linear Feet	225	$45.00	$10,125.00	$225.00	$50,625.00	$650.00	$146,250.00	$195.00	$43,875.00
Furnish and Install 10" HDPE Force Main via Directional Drill	Linear Feet	1,610	$125.00	$201,250.00	$135.00	$217,350.00	$120.00	$193,200.00	$210.00	$338,100.00
Furnish and Install 8" Plug Valve	Each	3	$8,275.00	$24,825.00	$6,000.00	$18,000.00	$5,500.00	$16,500.00	$6,750.00	$20,250.00
Furnish and Install 2" Air Release Valve	Each	1	$14,000.00	$14,000.00	$8,000.00	$8,000.00	$12,000.00	$12,000.00	$14,000.00	$14,000.00
Grout and Abandon Existing 8" Force Main	Linear Feet	1,838	$20.00	$36,760.00	$15.00	$27,570.00	$32.50	$59,735.00	$25.00	$45,950.00
Connect to Existing Force Main	Each	2	$16,700.00	$33,400.00	$15,000.00	$30,000.00	$16,000.00	$32,000.00	$7,500.00	$15,000.00
Bypass Pumping	Lump Sum	1	$10,950.00	$10,950.00	$7,000.00	$7,000.00	$30,000.00	$30,000.00	$25,000.00	$25,000.00
Jack and Bore Steel Casing	Linear Feet	41	$4,170.00	$170,970.00	$1,500.00	$61,500.00	$5,000.00	$205,000.00	$1,550.00	$63,550.00
Install 20" x 8" Tapping Sleeve and Valve	Each	1	$15,500.00	$15,500.00	$12,000.00	$12,000.00	$15,000.00	$15,000.00	$23,500.00	$23,500.00
TOTAL BASE BID:				$709,315.00		$668,275.00		$1,148,898.00		$897,895.00
ALTERNATIVE BID 1										
Remove and Replace Additional Concrete Sidewalk Not Impacted by Construction (Description of Work to Follow Line Item No. 9 Under Section 01150 Measurements and Payment)	Square Yards	72	$165.00	$11,880.00	$110.00	$7,920.00	$92.00	$6,624.00	$125.00	$9,000.00
ALTERNATIVE BASE BID TOTAL				$11,880.00		$7,920.00		$6,624.00		$9,000.00
TOTAL BASE BID PLUS ALT:				$721,195.00		$676,195.00		$1,155,522.00		$906,895.00
			2		**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.										

BID TABULATION

ITB #26-006 Clarke Road Force Main Relocation
06/02/26 2:00 P.M.

BIDDER			MIDSOUTH INC.		PRIME CONSTRUCTION GROUP, INC.		T B LANDMARK CONSTRUCTION, INC.	
Acknowledgement of Addendum 1 & 2					✓			
Bid Security			Bid Bond		Bid Bond		Bid Bond	
Exceptions					No			
Company Verification					✓			
Required Forms					✓			
DESCRIPTION	**UNITS**	**EST'D QTY.**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
General Requirements	Lump Sum	1	$9,630.00	$9,630.00	$45,000.00	$45,000.00	$64,234.00	$64,234.00
Mobilization/Demobilization	Lump Sum	1	$41,280.00	$41,280.00	$30,000.00	$30,000.00	$87,000.00	$87,000.00
Utility Locates and Coordination	Lump Sum	1	$15,440.00	$15,440.00	$15,000.00	$15,000.00	$38,800.00	$38,800.00
Preconstruction Video	Lump Sum	1	$1,480.00	$1,480.00	$2,500.00	$2,500.00	$3,850.00	$3,850.00
Maintenance of Traffic	Lump Sum	1	$25,650.00	$25,650.00	$87,000.00	$87,000.00	$30,228.00	$30,228.00
Project Record Documents	Lump Sum	1	$4,680.00	$4,680.00	$19,500.00	$19,500.00	$7,150.00	$7,150.00
Dewatering	Lump Sum	1	$36,680.00	$36,680.00	$42,000.00	$42,000.00	$33,917.00	$33,917.00
Erosion and Sedimentation Control	Lump Sum	1	$5,780.00	$5,780.00	$8,500.00	$8,500.00	$4,735.00	$4,735.00
Remove and Replace Concrete Sidewalk	Square Yards	268	$168.00	$45,024.00	$80.00	$21,440.00	$100.00	$26,800.00
Landscape Restoration and Sodding	Lump Sum	1	$21,980.00	$21,980.00	$18,500.00	$18,500.00	$16,500.00	$16,500.00
Open Cut and Restore Roadway	Square Yards	22	$1,620.00	$35,640.00	$1,950.00	$42,900.00	$450.00	$9,900.00
Remove and Replace Concrete Curb	Linear Feet	25	$250.00	$6,250.00	$85.00	$2,125.00	$125.00	$3,125.00
Furnish and Install 8" PVC Force Main via Open Cut	Linear Feet	225	$110.00	$24,750.00	$145.00	$32,625.00	$586.00	$131,850.00
Furnish and Install 10" HDPE Force Main via Directional Drill	Linear Feet	1,610	$116.00	$186,760.00	$167.00	$268,870.00	$172.00	$276,920.00
Furnish and Install 8" Plug Valve	Each	3	$6,490.00	$19,470.00	$6,500.00	$19,500.00	$7,200.00	$21,600.00
Furnish and Install 2" Air Release Valve	Each	1	$11,980.00	$11,980.00	$14,000.00	$14,000.00	$20,000.00	$20,000.00
Grout and Abandon Existing 8" Force Main	Linear Feet	1,838	$15.00	$27,570.00	$10.00	$18,380.00	$26.00	$47,788.00
Connect to Existing Force Main	Each	2	$12,880.00	$25,760.00	$6,500.00	$13,000.00	$10,000.00	$20,000.00
Bypass Pumping	Lump Sum	1	$87,810.00	$87,810.00	$5,000.00	$5,000.00	$41,343.00	$41,343.00
Jack and Bore Steel Casing	Linear Feet	41	$4,560.00	$186,960.00	$2,100.00	$86,100.00	$5,341.00	$218,981.00
Install 20" x 8" Tapping Sleeve and Valve	Each	1	$33,760.00	$33,760.00	$10,000.00	$10,000.00	$18,852.00	$18,852.00
TOTAL BASE BID:				$854,334.00		$801,940.00		$1,123,573.00
ALTERNATIVE BID 1								
Remove and Replace Additional Concrete Sidewalk Not Impacted by Construction (Description of Work to Follow Line Item No. 9 Under Section 01150 Measurements and Payment)	Square Yards	72	$153.00	$11,016.00	$80.00	$5,760.00	$100.00	$7,200.00
ALTERNATIVE BASE BID TOTAL				$11,016.00		$5,760.00		$7,200.00
TOTAL BASE BID PLUS ALT:				$865,350.00		$807,700.00		$1,130,773.00
					3			
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								

SECTION 00020

INVITATION TO BID

ITB #26-006 Clarke Road Force Main Relocation

The City of Ocoee, Florida ("City", "Owner") is soliciting sealed Bids for the Project **ITB #26-006 Clarke Road Force Main Relocation.**

Description of Work: All Work for the Project shall be constructed in accordance with the drawings and specifications and the Contact Documents prepared by CPH 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. The project consists of the installation of approximately 225 lineal feet (LF) of 8-inch Polyvinyl Chloride (PVC) force main by open-cut installation, 1,610 LF of 10-inch High-Density Polyethylene (HDPE) force main by directional drill installation, and 41 LF of 20-inch steel casing by Jack and Bore installation under Florida Central Railroad (FCEN) right-of way. Installation also includes connections to existing force mains, valves, fittings, pressure testing, bypass pumping, pipe grouting and abandoning, open cut and restoration of roadway, driveways, curb, sodding, seeding and other restoration as may be required.

B. All work must be in compliance with the City of Ocoee Engineering Standards Manual. 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 force 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 June 2, 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 **May 19, 2026 at 2:00 p.m., local time.** Any clarifications/changes will be made by way of written addenda only, issued by Purchasing and posted on Bonfire. Bidders should not contact City staff, with the exception of the Purchasing Technician, or other City consultants for information regarding this ITB before the Bid award date. Any contact with any other member of City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.

Pre-Bid Conference: A non-mandatory pre-bid conference is scheduled for **10:00 a.m. local time on a Tuesday, May 5, 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: 06/02/2026
(Date)

PROJECT IDENTIFICATION: CITY OF OCOEE BID **ITB #26-006**
Clarke Road Force Main Relocation

NAME OF BIDDER: Cacique Utilities

BUSINESS ADDRESS: 4804 Waverly Woods Ter PHONE NO.: 305-216-0370
CITY, STATE, ZIP: Lake Worth, FL 33463

CONTRACTOR'S FEDERAL I.D. NUMBER 88-0711185

CONTRACTOR'S FLORIDA LICENSE NO.: CUC1226306/CGC1538918

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 Time 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 (One)	Dated: 05/26/2026	No.	Dated:
No. 2 (Two)	Dated: 05/27/2026	No.	Dated:
No.	Dated:	No.	Dated:
No.	Dated:	No.	Dated:

(Receipt of all which is hereby acknowledged) and also copies of the Invitation for Bids 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. Per Section 00100 Article 8, Instructions to Bidders, Bidder hereby agrees, if his/her bid is successful, to commence Work under this contract on or before the date specified in the Notice to Proceed; which upon the Successful Bidder's request, the commencement date of the Notice to Proceed shall be a date no later than up to forty-five (45) calendar days after the Notice of Award. The Bidder further agrees, if his/her bid is successful, to fully complete all work per the price and terms and conditions of the contract within the Contract Time specified in the Scope of Work Agreement (Section 00500). Bidder further accepts the provisions of the Scope of Work Agreement 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. 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 Certification (Section 00310)
5. Bid Bond (Surety Bond or Cashier's Check). (Section 00410)
6. Non-collusion Affidavit (Section 00480)
7. Conflict of Interest Disclosure Form (Section 00480A)

8. Certification of Non-segregated Facilities (Section 00481)
9. Sworn Statement on Public Entity Crimes (Section 00482)
10. Certification of Nondiscriminatory Labor Practices (Section 00483)
11. Certification Regarding Scrutinized Companies' Lists (Section 00484)

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Bid Form: ITB26-00# North Clarke Road Force Main Relocation					
Item No:	Description	Units	Contract Quantity	Unit Price (in Numbers)	Total Price (in Numbers)
1	General Requirements	Lump Sum	1	$30,000.00	$30,000.00
2	Mobilization/Demobilization	Lump Sum	1	$30,000.00	$30,000.00
3	Utility Locates and Coordination	Lump Sum	1	$15,000.00	$15,000.00
4	Preconstruction Video	Lump Sum	1	$10,000.00	$10,000.00
5	Maintenance of Traffic	Lump Sum	1	$30,000.00	$30,000.00
6	Project Record Documents	Lump Sum	1	$30,000.00	$30,000.00
7	Dewatering	Lump Sum	1	$10,000.00	$10,000.00
8	Erosion and Sedimentation Control	Lump Sum	1	$15,000.00	$15,000.00
9	Remove and Replace Concrete Sidewalk	Square Yards	268	$110.00	$29,480.00
10	Landscape Restoration and Sodding	Lump Sum	1	$30,000.00	$30,000.00
11	Open Cut and Restore Roadway	Square Yards	22	$250.00	$5,500.00
12	Remove and Replace Concrete Curb	Linear Feet	25	$50.00	$1,250.00
13	Furnish and Install 8” PVC Force Main via Open Cut	Linear Feet	225	$225.00	$56,250.00
14	Furnish and Install 10" HDPE Force Main via Directional Drill	Linear Feet	1,610	$135.00	$217,350.00
15	Furnish and Install 8" Plug Valve	Each	3	$6,000.00	$18,000.00
16	Furnish and Install 2" Air Release Valve	Each	1	$8,000.00	$8,000.00
17	Grout and Abandon Existing 8" Force Main	Linear Feet	1,838	$15.00	$27,570.00
18	Connect to Existing Force Main	Each	2	$15,000.00	$30,000.00
19	Bypass Pumping	Lump Sum	1	$7,000.00	$7,000.00
20	Jack and Bore Steel Casing	Linear Feet	41	$1,500.00	$61,500.00
21	Install 20" x 8" Tapping Sleeve and Valve	Each	1	$12,000.00	$12,000.00
				Total Base Bid	$673,900.00

Company Name: Cacique Utilities By: David Cacique

Alternate Bid Form: ITB26-00# North Clarke Road Force Main Relocation					
Item No:	Description	Units	Contract Quantity	Unit Price (in Numbers)	Total Price (in Numbers)
ALT 1	Remove and Replace Additional Concrete Sidewalk Not Impacted by Construction (Description of Work to Follow Line Item No. 9 Under Section 01150 Measurements and Payment)	Square Yards	72	$110.00	$7,920.00
	Alternate Base Bid				$7,920.00
	Total Alternate Bid (Total Base Bid Plus Alternate Base Bid)				$681,820.00

Company Name: Cacique Utilities By: David Cacique

5. 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.

6. 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.

7. 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.

8. 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 chooses 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).

9. 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.

10. 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.

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SCHEDULE OF BASE BID/ALTERNATIVE BID MANUFACTURERS/SUPPLIERS

Specification Section and Equipment Item	Approved Manufacturer/Supplier		
	First Choice	Second Choice	Third Choice
HDPE Pipe	ISCO	Ferguson Waterworks	Core and Main
PVC Pipe	Ferguson Waterworks	Core and Main	
D.I. Pipe	Ferguson Waterworks	Core and Main	
Fittings	Ferguson Waterworks	Core and Main	
Valves (Actuator & Gate)	Ferguson Waterworks	Core and Main	
Valve Boxes	Ferguson Waterworks	Core and Main	
Valve Makers	Ferguson Waterworks	Core and Main	
Trace Wire	Ferguson Waterworks	Core and Main	
Air Release Valves	Ferguson Waterworks	Core and Main	
MJ Restraints	Ferguson Waterworks	Core and Main	
Hydrant Assembly	Ferguson Waterworks	Core and Main	
Blow Off Assembly	Ferguson Waterworks	Core and Main	

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)**
None			
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 N/A

(SEAL)

(Individual's Signature) XXXXXX

(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:

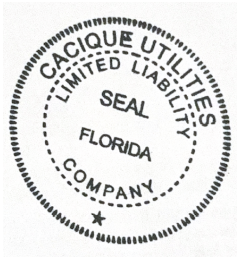
A CORPORATION

Cacique Utilities LLC
(Corporation Name)

Florida
(State of Incorporation)

By

David Cacique
(Name of person authorized to sign)



President
(Title)

(Authorized Signature) David Cacique/President

(Corporate Seal)

Attest

Jose Carlos Casique
(Secretary)

Business address: 4804 Waverly Woods Ter
Lake Worth, FL 33463

Phone No.: 305-216-0370

Corporation President: David Cacique

Florida License No.: CUC1226306/CGC1538918

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 N/A

By

(Name) xxxxxxxxx

(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.:

11. List the following in connection with the Surety which is providing the Bid Bond: Surety's

Name: United States Fire Insurance Company

Surety's Address: 305 Madison Avenue Morristown, NJ 07960

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

Acrisure Bonds and Insurance

Shawn Burton- 954-817-3515

SBurton@Acrisure.com

(Remainder of page intentionally left blank)

CORPORATE AUTHORITY TO EXECUTE DOCUMENTS

I HEREBY CERTIFY that a meeting of the Board of Directors of _____
Cacique Utilities, a corporation under
(Contractor's Corporate Name)
the laws of the State of Florida, held on the 19th day of January 2022, 2024, the following resolution was duly passed and adopted:

"RESOLVED, that David Cacique _____ (signature of individual) (typed name of individual) David Cacique
as 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
Clarke Road Force Main Relocation
ITB #26-006

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."

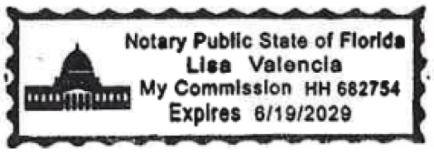
I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 29th day of May, 2026.
(CORPORATE SEAL)

_____ (Corporate Secretary)

STATE OF Florida CITY OF Lake Worth

The foregoing instrument was acknowledged before me this 29th day of May, 2026
by David Cacique
_____ (name of officer or agent, title of officer or agent), by means of ☑ physical presence or ☐ online notarization, of Cacique Utilities (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.



(Notary Public)

My Commission Expires: 06/19/2029

SECTION 00301
QUESTIONNAIRE

Bidder shall fill out questionnaire form with all information pertinent to his/her company and the Clarke Road Force Main Relocation

DATE: 06/01/2026

PROJECT IDENTIFICATION: City of Ocoee ITB #26-006
Clarke Road Force Main Relocation

NAME OF BIDDER: Cacique Utilities

BUSINESS ADDRESS: 4804 Waverly Woods Ter Lake Worth, FL 33463

TELEPHONE NO.: 305-216-0370 EMAIL lisa@caciqueutilities.com

CONTRACTOR'S FLORIDA LICENSE NO. CUC1226306/CGC1538918

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?
   4.5 Years

2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?
   S. Osprey Force Main Extension and Replacement- City of Sarasota- Georges Nicholas 941- 263-6136georges.nicolas@sarasotafl.gov
   Construction of 7,800 LF of 14" HDPE Force Main and 4,600 LF of 10" PVC Pipe via both Open Cut Installation and HDD

3. Have you ever worked on a project requiring Horizontal Directional Drills? If so please describe
   Yes, we have completed many projects requiring HDD. A full project list is attached.

4. How many years of experience do you have with Horizontal Directional Drills? When was your latest project with HDD?
   We have worked on projects with HDD from the beginning. Our last project with HDD was last month.

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

No

6. Name three (3) municipalities for which you have performed similar work and contact person:

City of Sarasota- Georges Nicholas 941- 263-6136 georges.nicolas@sarasotafl.gov

Pinellas County Utilities- Shannon Ranson (727) 464-6861 sransom@pinellas.gov

Indian River County- John M. Boyer, P.E. (321) 608-0966 jboyer@bowman.com

7. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and your proposed solutions?

Yes- No problems anticipated.

8. Will you Subcontract any part of this Work? If so, describe which portions and the percentage of the project:

HDD 7%

MOT <1%

Surveying- < 1%

Jack and Bore <2%

9. What equipment do you plan on using to complete the Work?

We have an extensive equipment list which is attached.

10. State the true and exact, correct, and complete name under which you do business.

Bidder is: Cacique Utilities LLC

Page Continues

9. Does the Bidder have any Exceptions to the terms of the Contract Documents? __ Yes X 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.

None

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 MOT Plans 4928 Old Wintergarden Road, Orlando, Fl 32811 (407)724-4282	Maintenace of Traffic	$3,000.00
2 LP Video 1818 Elsa Street Orlando, FL 407-896-9727	Pre-Construction Video	$1,250.00
3 Central Florida Underground 990 Miller Drive Altamonte Springs, FL 32701	Jack and Bore	$30,000.00
4 J3 Alliance 2094 Huntsman Ridge Rd Minneola, FL 34715 407-693-2985	HDD	$71,000.00
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 Boxes	LS	1	$ 5,000.00	$ 5,000.00
B	Steel Plates	LS	1	$ $3,000.00	$ $3,000.00
C				$	$
D				$	$
				TOTAL	$ 8,000.00

BIDDER: Cacique Utilities

SIGNED: David Cacique

BY: David Cacique
(Print or type name)

TITLE: President

DATE: 06/01/2026

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: Cacique Utilities

Signed: David Cacique

By: David Cacique
(Print or Type Name)

Type text here

Title: President

Date: 06/01/2026

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, the Contractor. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

By: David Cacique
Print Name: David Cacique
Print Title: President
Company Name: Cacique Utilities

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 1st day of June, 2026, by David Cacique, as President of Cacique Utilities, who is ☑ personally known to me or ☐ produced N/A as identification.

Notary Public State of Florida
Lisa Valencia
My Commission HH 682754
Expires 6/19/2029

Notary Public Signature
Print Notary Name: Lisa Valencia
My Commission Expires: 06/19/2029

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 Cacique Utilities (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: David Cacique

Printed Name: David Cacique

Title: President

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged ☒ by physical means / ☐ by electronic means before me this 1st day of June 2026, by David Cacique, who ☒ is personally known to me / ☐ presented N/A as identification and who ☐ did / ☒ did not take an oath.

Notary Public, Commission Seal:

Notary Public State of Florida
Lisa Valencia
My Commission HH 682754
Expires 6/19/2029

Lisa Valencia

Print Name: Lisa Valencia

00309-1

SECTION 00310

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Cacique Utilities [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 Cacique Utilities [contractor] proof of registration in the E-Verify system is attached to this Affidavit.

David Cacique

Print Name: David Cacique

Date: 06/01/2026

Type text here

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 1st of June 2026 (date) by David Cacique (name of officer or agent, title of officer or agent) of Cacique Utilities (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 State of Florida
Lisa Valencia
My Commission HH 682754
Expires 6/19/2029

Notary Public

Lisa Valencia

Name typed, printed or stamped

My Commission Expires: 06/19/2029

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, Cacique Utilities, LLC, as Principal, and United States Fire Insurance Company as Surety, are hereby held and firmly bound unto the City of Ocoee, Florida, as Owner, in the penal sum of, (5 percent of the Contract Bid) $ Five Percent of Amount Bid (5% of Amount Bid) $34,091.00

Thirty Four Thousand Ninety One Dollars and Zero Cents

(written amount in dollars and cents)

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

Signed, this 2nd day of June, 20 26 The Condition of the above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Project: "ITB #26-006 Clarke Road Force Main Relocation".

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

If Bidder is **PARTNERSHIP**, complete this signature block.	
_____ (Partnership Name) XXXXXXXXXXXXXXXXXXXXXX _____ (General Partner's Signature) _____ (General Partner's Name) _____ (Business Address) _____ _____ (Telephone No.) (Florida License No.)	(1) _____ (Witness) (2) _____ (Witness) **(SEAL)**

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

Cacique Utilities, LLC
(Corporation Name)

Florida
(State of Incorporation)

By: David Cacique
(Name of Person Authorized to Sign - See Note 1)

President
(Title)

(Authorized Signature)

David Cacique
(Corporation President)

4804 Waverly Woods Terrace, Lake Worth, FL 33467
(Business Address)

C220-160-83-083-1

305-216-0370
(Telephone No.)

CUC1226306/CGC1538918
(Florida License No.)

(1) (Witness) Jose Carlos Casique

(2) (Witness) Francisco Rosales

(SEAL)

CACIQUE UTILITIES LIMITED LIABILITY SEAL FLORIDA COMPANY

SURETY

United States Fire Insurance Company (Surety Business Name)	Witness: (If agency is not a Corporation) (1) _____ (Witness)
305 Madison Avenue, Morristown, NJ 07960 (Principal Place of Business)	(2) _____ (Witness)
By: _____ (Surety Agent's Signature - See Note 2)	Attest: (If Agency is a Corporation) _____ (Corporate Secretary Signature)
Charles J. Nielson (Surety Agent's Name)	Samantha Ortiz (Corporate Secretary Name)
Attorney-In-Fact (Surety Agent's Title)	
Acrisure (Business Name of Local Agent for Surety)	(Corporate Seal)
15050 NW 79th Ct., Ste. 200, Miami Lakes, FL 33016 (Business Address)	
305-722-2663 (Telephone No.) N/A (Bond No.)	

NOTES:

(1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.

(2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".

(3) Above addresses are to be used for giving required notice.

(4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

(5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Florida)

COUNTY OR CITY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2nd day of June, 2026 by Charles J. Nielson as Attorney-in-Fact, who is personally known to me or who has produced Personally Known as identification on behalf of United States Fire Insurance Company, a Delaware Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fire Insurance 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 United States Fire Insurance Company.

(Surety Company) (State) (Surety Company) (Surety Company)

Given under my hand and seal this 2nd day of June, 2026.

Notary Public State of Florida
Alexia M Rivas
My Commission HH 521358
Expires 4/28/2028

(Notary Public)

My Commission Expires 04/28/2028

END OF SECTION

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson, Charles David Nielson,
Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 8th day of April, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 8th day of April, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2nd day of June 20 26

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

SECTION 00480

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

David Cacique, being first duly swore deposes and says:

1. He/She is the President (Owner, Partner, Office, Representative or Agent) of Cacique Utilities, 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: David Cacique
Title: David Cacique/President

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 1st day of June, 2026, by David Cacique in the state of Florida County of Palm Beach.

Notary Public
My Commission Expires: 06/19/2029

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:

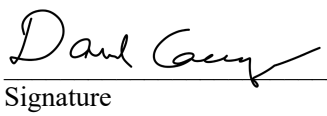
XX To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Bid.

Acknowledged by:

Cacique Utilities
Firm Name

Type text here


Signature

David Cacique/President
Name and Title (Print or Type)

06/01/2026
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 June 1st, 2026. David Cacique

By: David Cacique

President
(Title)

Official Address (including Zip Code):

4804 Waverly Woods Ter

Lake Worth, FL 33463

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. 1. This sworn statement is submitted to City of Ocoee, Florida by Cacique Utilities
(Entity)

by David Cacique/President
(Print individual's Name & Title)

whose business address is 4804 Waverly Woods Ter
Lake Worth, FL 33463

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies).

XXXXXX 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.

David Cacique

(Signature) David Cacique/President

Date: 06/01/2026

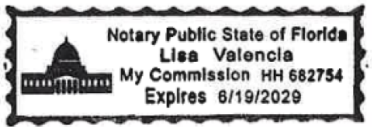
Cacique Utilities

Name of Bidder (Contractor)

STATE OF Florida

COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 1st day of June, 2026 by David Cacique affixed his/her signature in the place provided above on this 1st day of Jjune, 2026.



Notary Public _____

My Commission Expires: 06/19/2029

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 _____ I have not X 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 _____ 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 June 1st, 20 26. By: David Casey
(Signature of Authorized Official)

Cacique Utilities
(Name of Construction Contractor or Subcontractor)

4804 Waverly Woods Ter Lake Worth, FL 33463
(Address of Construction Contractor or Subcontractor)

305-216-0370 (Telephone Number)

88-0711185 (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: Cacique Utilities

By: David Cacique

(Authorized Signature)

Printed Name and Title: David Cacique/President

Date: 06/01/2026

END OF SECTION

Work Experience

PROJECT NAME	OWNER	CONTRACT AMOUNT	SCOPE OF WORK	Contact Information	Completion Date
S. Osprey Force Main Extension and Replacement	City of Sarasota 1565 First Street Sarasota, FL 34236	$2,053,986.00	Construction of 7,800 LF of 14" HDPE Force Main and 4,600 LF of 10" PVC Pipe via both Open Cut Installation and HDD.	Georges Nicholas 941- 263-6136 georges.nicolas@sarasotafl.gov	Oct-25
North County 24-inch Force Main Replacement	Indian River County 1800 27th Street, Vero Beach, Florida 32960	$1,359,300.00	Replacement of a portion of the sanitary force main leading to the North Regional Wastewater Treatment Facility	John M. Boyer, P.E. 321) 608-0966 jboyer@bowman.com	Sep-25
US HIGHWAY 27 SOUTH WATER MAIN LOOPING PROJECT	City of Haines City 620 E. Main Street Haines City, FL 33844	$1,445,075.00	Construction of a water main along US Highway 27.	Robert Rosario 813.540.2399 roberto.rosario@wright-pierce.com	Sep-25
53rd Ave N Force Main Replacement	Pinellas County Utilities 14 S. Fort Harrison Ave. Clearwater, FL 33756	$2,438,626.25	Replace approximately 2,915 lineal feet of 20” and 24” diameter of existing Prestressed Concrete Cylinder Pipe (PCCP) with new PVC and Fusible PVC pipe installed by Open Cut installation and Horizontal Directional Drill (HDD).	Shannon Ranson sransom@pinellas.gov Office (727) 464-6861	May-25
Asbestos Cement (AC) PWM Replacements	City of Apopka 748 E Cleveland Street Apopka, FL 32703	$1,240,700.00	Removal of approximately 1,300 linear feet (LF) of 14-inch AC potable water main and replacement with 16-inch PVC water main via open cut construction method.	Arvind Chandrasain 407-703-1731 achandrasain@apopka.net	Mar-25
Orlando-Conserv 11" Plant (Reclaimed WM)	RP Utilities 17680 NW 78th Avenue, Suite 101, Hialeah, FL 33015	$1,300.000.00	Installation of 1,200 LF of 16" Reclaim Water Main, 6,800 LF of 12" Reclaim Water Main, 2,600 LF of 8" Reclaim Water Main and 2,900 LF of 6" Reclaim Water Main.	Hector Blanco 954.214.3052 hblanco@rpucorp.com	May-25
Small SC Replacement Phase 1	City of Sarasota 1565 First Street Sarasota, FL 34236	$750,000.00	Construction of Lift Stations 19, 46 and 55 Force Main Replacements	Georges Nicholas 941- 263-6136 georges.nicolas@sarasotafl.gov	May-25
Westwood Academy	Ryan Incorporated Southern 1700 S Powerline Road Suite H Deerfield Beach, FL 33442	$1,000,000.00	Construction of 3,800 LF of 8" Water Main, 4,300 LF of 8" Fireline, and 2,300 LF of 8" Gravity Sewer.	Steve Koerner 772- 266-3200 SKoerner@ryanfl.com	Jan-25
Sodium Hypochlorite Tank Removal & Installation (Phase 2)	City of Miramar 13900 Pembroke Road Miramar, FL 33027	$480,000.00	Removal of existing (2) three tanks and installation of (3) three New FRP 3,700-gallon tanks.	Bruce Tross 954.883.5841 Batross@miramarfl.gov	Dec-24
Siesta Drive LS3 Force Main Replacement	City of Sarasota 1565 First Street Sarasota, FL 34236	$400,000.00	Construction of LS3 Force Main Replacement across a busy roadway.	Georges Nicholas 941- 263-6136 georges.nicolas@sarasotafl.gov	Nov-24
West Ken Lark Water Main	City of Lauderhill 5581 West Oakland Park Blvd. Lauderhill, FL 33313	$825,000.00	Construction of 1,850 linear feet of the West Ken Lark Park Water Main, including a 75-LF aerial crossing of a canal west of the park.	Herb Johnson 954- 730-4207 hjohnson@lauderhill-fl.gov	On Hold
Sodium Hypochlorite Tank Removal & Installation Phase 1	City of Miramar 13900 Pembroke Road Miramar, FL 33027	$420,000.00	Removal of existing (3) three tanks and installation of (3) three New FRP 3,700-gallon tanks.	Bruce Tross 954.883.5841 Batross@miramarfl.gov	Dec-23
Pipeline Leak Replacement Services	City of Miramar 13900 Pembroke Road Miramar, FL 33027	$930,000.00	Numerous Pipeline Leak Repairs and Emergency Leak Repairs	James Rowley 954-408-6999 jwrowley@miramarfl.gov	Dec-23
Wickham Road Water Main Crossing	City of West Melbourne 2240 Minton Road, West Melbourne, Florida 32904.	$350,000.00	Water Main System Installation, Roadway Restoration, Landscape Restoration, Restoring Existing Irrigation Systems, Pavement Marking Restoration and Site Furnishings.	Mark Petroni 321-837-7771 mpetroni@westmelbourne.gov	Apr-24
Society X Las Olas Phase II	Morlic Engineering Corporation 3020 NW 79th Ave, Miami, FL 33122	$695,000.00	By-Pass Pump and Site Monitoring	Anna Morra 305-597-0800 amora@morlic.com	Dec-23
Astor Creek Plat G 4	Ryan Incorporated Southern 1700 S Powerline Road Suite H Deerfield Beach, FL 33442	$1,300,000.00	Construction of a new 6,500 LF Water Main in Port Saint Lucie Florida	Pete Davis 772-266-3200 Pdavis@ryanfl.com	Apr-24
Rockledge NW Force Main Reroute	CK Contractors & Development, 2825 Business Center Blvd Suite 4-A Melbourne, FL. 32940	$700,000.00	Installation of 1200 LF of 12" Water Main in Rockledge, FL	Steve Seiter 321-622-6674 sseiter@ckcdllc.com	Apr-23

Lime Hill Road Water Main Upgrades	City of Lauderhill 5581 West Oakland Park Blvd. Lauderhill, FL 33313	$480,496.00	Installation of 1300 LF of 10-inch PVC water main.	Herb Johnson 954- 730-4207 hjohnson@lauderhill-fl.gov	Dec-23
Raising Cane	SiteWorks Inc 21346 St. Andrews Blvd. # 305 Boca Raton FL 33433	$950,000.00	Installation of 1100 LF of 12" Water Main in Palm Beach County, FL	Gary Bal 561-235-9575 gary.siteworksinc.gmail.com	Jul-22
Golden Gem Road Potable/Drinking Water Main, Reclaim Water Main, and Sewer Force Main Extension	City of Apopka 748 E Cleveland Street Apopka, FL 32703	$866,456.04	Construction of a new 10,600 LF 16-inch and 880 LF 18- inch potable/drinking water mains, 7,920 LF new 30-inch reclaim water main, and 6,550 LF new 12-inch sewer force main	2022	
Subaqueous Sewer Force Main Replacement	City of Naples 380 Riverside Circle Naples FL 34102	$1,829,331.00	Installation of 24"sanitary sewer forcemain	2022	
Harbour Drive Force Main Replacement	City of Naples 380 Riverside Circle Naples FL 34102	$620,558,54	Replacement of 3,352 linear feet of 12” Asbestos Cement sanitary sewer force main.	2021	
Lift Station 51 Force Main Replacement	City of Sarasota 1750 12th Street Sarasota, FL 34236	$161,546.55	Force Main Replacement	2021	
10th Street South Water Main Replacement	City of Naples 380 Riverside Circle Naples FL 34102	$170,000.00	Replacement of 400LF of 12" water main as a result of a water main break at the intersection of SW 10th Street and US 41	2021	
Lincoln Park Water and Sewer Improvments	City of Arcadia 23 North Polk Avenue Arcadia, FL	$1,686,156.00	Replacemernt of 6,800 LF of 8-in gravity sewer, 31 manholes and 9,500 LF of 6-in and 4-in water lines with associated hydrants,fittings and valves within an established neighborhood.	2021	
Pump Station 016/Park Blvd Force Main to South Cross Bayou Replacement	Pinellas County Board Of Commissioners 400 S. FT. Harrison Ave Clearwater, FL 33756	$15,278,275.00	Work consists of design and construction of a new 36-inch force main from pump station 016 to South Cross Bayou water reclamation facility allowing the existing 36-inch force main to remain as a redundant back up.	2021	
Boggy Creek-Narcoossee Road Water Main Extension	Tohopekaliga Water Authority 951 Martin Luther King Blvd 3rd Floor Kissimmee, FL 34741	$3,539,097.00	Construct approximately 4,540 linear feet of 24-inch D.I.P. potable water main and approximately 5,400 linear feet of 30 -inch PE (DR-11) potable water main via directional bore methods.	2021	
Neighborhood Road Program Year 1- District 2 15th, 16th, 17th, & 18th Avenue North	City Of Lake Worth Water Utilities Administration 301 College Street Lake Worth, FL 33461	$4,339,626.20	Construction of Roadway Potable Water and Sanitary Sewer Improvements	2018	
Transmission Main Project	City of Longwood 175 Warren Avenue Longwood, Florida 32750	$3,722,162.40	Construction of approximately 17,270 linear feet of 16-inch wastewater force main connecting the City of Longwood’s Wildmere Lift Station force main to the City of Altamonte Springs sanitary sewer system via open cut method.	2018	
Westview Logistics	The Ryan Companies 1700 S Powerline Road Suite H Deerfield Beach, FL 33442	$1,246,916.34	Installation of Submersible Sewage Pumping Station	2019	
McMullen Booth Road and SR 580 Water Main Improvements	Pinellas County Board Of Commissioners 400 S. FT. Harrison Ave Clearwater, FL 33756	$1,255,203.00	Procure and install approximately 3,000 linear feet of 16- inch parallel water main from North of County’s Valve 30JS-WV3003 to McMullen Booth Road and SR 580 intersection to the south and approximately 30-ft of 12- inch parallel water main at the intersection of McMullen Booth Road and SR 580. The pipe will be installed using open cut and horizontal direction drilling.	2019	
Waters Edge Residential and River Ridge Golf Course Reclaimed Water Transmission Main	Pasco County Purchasing Department 8919 Government Drive New Port Richey, FL 34654	$2,826,605.00	Project included five directional drills of 18” HDPE (631 LF, 278 LF, 1003 LF, 1277 LF, and 302 LF) and open cut installation of 14,700 LF of 16” DIP for a critical reuse project along a busy corridor.	2018	
Simpson Road 30" Water Main Project	Tohopekaliga Water Authority 951 Martin Luther King Blvd 3rd Floor Kissimmee, FL 34741	$2,084,625.00	Installation of approx. 3200 LF of 30" DIP Water Main and 1300 LF of 30" Fusible PVC via HDD along an Osceola County Roadway.	2017	
Siesta Key Force Main Phase 1 and Water Main	Sarasota County Board of Commisioners 1660 Ringling Blvd. Sarasota, FL 33423	$4,370,000.01	Installation of approx. 10,000 LF of 20" HDPE force and water main across the Intracoastal Waterway from Siesta Key to Constitutional Blvd. and approx. 1000 LF of 20" PVC piping for connections.	2017	
Westside Water Main Expansion Loop	Broward County Board of County Commissioners 115 S Andrews Ave Fort Lauderdale, FL 33301	$2,221,124.00	Installation of approximately 7,175 linear feet of 12-inch and 16-inch potable water transmission system including interconnects required for maintaining water use accessabilty for the Broward County's FLL International Airport and related facilities within the airports service.	2019	
E-3, E-4 AND G-9 WASTEWATER PUMP STATION IMPROVEMENTS	TOWN OF PALM BEACH 951 Okeechobee Road, Suite D, West Palm Beach, FL 33401	$1,190,050.00	Performed wastewater pump station improvements for Town of Palm Beach lift stations E-3, E-4 and G-9. Scope consisted of complete rehabilitation of the pumping sewer system including wetwells structures, valve vaults, installation of new mechanical piping, use of bypass pumps, installation of new electrical control panels and instrumentation, odor control, telemetry/RTU system, interior coating of the wetwell structures and general restoration.	2019	

East Water Treatment Plant Renovations Raw Water & Concentrate Main, City of Miramar	City of Miramar Utilities Department, 13900 Pembroke Rd, Miramar, Florida, 33027	$2,137,169.00	This Design-Build project included the installation of seven directional drill of 14” and 18” HDPE totaling 5,000 LF and open cut installation of 5,520 LF of 10” to 24” PVC pipe for the raw water main and reject main needed to connect this WTP to the new wells drills by Wharton-Smith (Prime Contractor).	2020
Upgrade of Sewage Pump No. 0843 & Installation of 8" Force main from PS 0843	Miami-Dade County Water & Sewer Dept 3071 SW 38th Ave, Miami, FL 33146	$1,337,361.25	Upgrade of Sewage Pump & Force Main Installation	2019
Upgrade of Sewage Pump Station No. 0836	Miami-Dade County Water & Sewer Dept 3071 SW 38th Ave, Miami, FL 33146	$545,000.00	Rehabilitation of an existing sewer pump station. The lift station rehab required a 24 hour manned bypass.	2018
Upgrade of Pump Station No. 0435	Miami-Dade County Water & Sewer Dept 3071 SW 38th Ave, Miami, FL 33146	$522,975.00	Rehabilitation of an existing sewer pump station. The lift station rehab required a 24 hour manned bypass and will require the removal and replacement of the existing 8 ft diameter wet well.	2017
Upgrade of Sewage Pump Station 0076 & 10-inch Force Main on NW 24th Avenue	Miami-Dade County Water & Sewer Dept 3071 SW 38th Ave, Miami, FL 33146	$711,833.00	Rehabilitation of an existing sewer pump station including the installation of approx. 200 LF a new 10" DIP force main. The lift station rehab required a 24 hour manned bypass and was a dry pit/wet well configuration.	2017
Water Main Extension Connecting SR15 to SR80	Palm Beach Water Utilities Department 8100 Forest Hill Blvd. West Palm Beach, FL 33413	$687,900.00	Installation of approx. 6500 LF of a new 16" water main connecting to the existing 12" water main on State Road 15 to the 16-inch water main along State Road 80.	2017
City-Wide High Tide Mitigation Project	City of Miami Beach Public Works Department 1700 Convention Center Drive, Miami Beach, FL 33139	$3,346,512.66	Installation of approximately 200 inline backflow prevention valves and 11 large drainage structures over on the City’s stormwater outfalls throughout the City also included the installation of small water mains and valves, and 400 LF of 42” RCP Drainage Piping.	2017
Flamingo Road Reclaimed Water Main Project	City of Miramar Water Utilities Dept. 13900 Pembroke Road, Miramar, FL 33027	$1,260,000.00	Design-Build Project Included Installation of approx. 9,500 LF of 8-Inch HDPE and PVC reclaimed water main along the Flamingo Road via Horizontal Directional Drill and via open cut.	2017
NW 18th Street Force Main Construction	City of Margate Engineering Department 901 NW 66th Avenue, Margate, FL 33063	$437,498.00	Installation of 2,690 LF of 8” DIP Water Main on NW 18th Street. Project also included a crossing of Rock Island Road, a directional drill across a canal, and roadway restoration in an urban environment.	2016
Margate Design Build- 24" Force Main & 30" Force Main Canal Crossing	City of Margate Engineering Department 901 NW 66th Avenue, Margate, FL 33063	$896,562.00	Design-Build Project included Installation of 216 LF of 30” DIP Water Main and 24” DIP Force Main, including 2- 30” Linestops and 2 – 24” Linestops with bypass to remove existing aerial and replace with buried pipelines.	2016
Water Main and Force Main Aerial Crossing Replacement	Palm Beach Water Utilities Department 8100 Forest Hill Blvd. West Palm Beach, FL 33413	$534,236.20	Project Included Installation of 8-inch to 12-inch DIP water main and force main aerial crossing replacements on three bridges.	2016
Backflow & Bypass Domestic Water Project	Jackson Memorial Hospital 1500 NW 12th Ave, Suite 814, Miami, FL 33136	$350,000.00	Installation of eight 8” Backflow Preventor Assemblies and one 4” Backflow Preventor Assembly utilizing 8” linestops with 8” bypass lines to avoid shutting down service to this critical hospital facility.	2015
Valve Replacement Project 2013	City of Lauderhill 5581 West Oakland Park Blvd. Lauderhill, FL 33313	$300,000.00	Installation of 19 isolation gate valves (6” to 24”) on the City’s water main and sewer force main utilizing insertion valves and cut-ins.	2015
South Service Area/East Service Area 36" Water Main and 20" Reclaimed Water Main	Orange County Government 400 E South St Ste 2, Orlando, FL 32801	$11,030,756.00	Installation of 24,500 LF of 36" WM, 14,500 LF of 20" RWM, 6" thru 16" water connection to existing distribution systems, construction of a 12 ft. wide stabilized access roadway, 410 LF of 54" jack and bore, 2,130 FT of 36" HDD and one bridge crossing.	2014
Dixie Wellfield Raw Water Pipeline Replacement	City of Fort Lauderdale 115 S Andrews Ave Ste 212, Fort Lauderdale, FL 33301	$1,906,016.00	installation of 4,700 LF of 30" DI Raw Water Main, including isolation valves, ARV, fittings, concrete encasement, all flushing and testing, and pavement restoration.	2012
Belcher Road 48-Inch Water Main Replacement	Pinellas County Board Of Commissioners 400 S. FT. Harrison Ave Clearwater, FL 33756	$7,759,299.00	Replacement of existing 48" PCCP Water main with new 42" DIP water main (Approx. 15,000 LF)	2012
Rolling Green Stromwater and Water Main Project	City of Boynton Beach 1901 N Seacrest Blvd, Boynton Beach, FL 33435	$2,732,400.00	Installation of 30,000 LF of 6" and 8" Water Main, 3,000 LF of 24" HDPE Exfiltration Trench, 35,300 LF Swale Construction, including Tyoe C and E Inlet Strutcures, Pavement Milling and Resurfacing.	2010
South Mainland Transmission Main	City of Cocoa 65 Stone St. Cocoa, FL 32922	$17,399,700.00	Instalaltion of 36,000 LF of 42: DIP Water Main, incl. 4 Mircotunnels (66" Steel - 1,000 LF) and a 42" Aerial Crossing (Steel, 700 LF)	2009
Service Areas 4 & 6 Wastewater and Stormwater Project	City of Marathon 9805 Overseas Hwy Marathon, FL 33050	$30,945,661.00	Installation of 106,000 LF of Vacuum Sewer, 18,000 LF Force Main, 43,000 LF Storm Sewer, 1000+ sewer lateral connections, and 43 Drainage Wells	2011

Bowman

January 27, 2026

RE: Open Letter of Recommendation
Cacique Utilities, LLC.

To Whom it May Concern:

This is to serve as a work reference for Cacique Utilities, LLC. (Cacique). As the engineer of record, I worked with Cacique to construct a 24" diameter force main for Indian River County Department of Utility Services. Based on that experience I can confidently recommend Cacique and would be pleased to work with them again.

Summary of Project:

North County WWTF 24" Force Main Replacement, Year 2025
Indian River County Department of Utility Services
Indian River County, Florida
IRC Project Number: 21-23-503
Contract Amount: $1,359,300.00

The project scope included the construction of approximately 2,200 linear feet of 24" diameter force main to replace an active, failing force main at Indian River County's North WWTF. Cacique conducted the job in a professional, workman-like manner. Unforeseen conditions were taken in stride and Cacique was helpful in finding a solution. They worked hard to ensure the project's success and completed the job within contract time. The transition from the old main to the new was smooth with no service interruption.

Please do not hesitate to reach out to me if you have further questions.

Sincerely,
Bowman Consulting Group



John M. Boyer, P.E.
Senior Project Manager

Enc.

CC:

File: References

Bowman Consulting Group, Ltd.
4450 W. Eau Gallie Boulevard, Suite 144, Melbourne, Florida 32934
P: 321.255.5434 | F: 321.255.7751
bowmanconsulting.com

City of DUNEDIN Utilities

Cacique Utilities, LLC Letter of Recommendation

To Whom It May Concern,

I am writing to provide our strong recommendation for Cacique Utilities, LLC, based on their outstanding performance on the Virginia Street Water Main Replacement project which entailed replacing approximately 2000 LF of 12-inch DIP watermain with 12-inch C900 watermain installed by a combination of open cut and horizontal directional drill completed in 2026.

Throughout the course of the project, Cacique Utilities consistently demonstrated a high level of professionalism, technical competence, and attention to detail. The work was completed in accordance with the contract documents, met all applicable codes and standards, and was delivered in less than 6 months of the 13-month schedule and under the $920,810 budget. Any issues that arose were addressed promptly and effectively, with clear communication and practical solutions. Additionally, they pulled their crews to repair an emergency pipeline failure (in another location) for the City during this time.

Project Manager, David Cacique Jr and Superintendent, Francisco Rosales were outstanding with their project management and coordination. The entire team communicated clearly; maintained a clean, safe and orderly job site; and worked cooperatively with inspectors, residents, and stakeholders. They were responsive to questions and change requests and ensured that expectations were clearly understood at every stage of the project.

Based on our experience, I would not hesitate to recommend Cacique Utilities for similar construction projects. They are a reliable and capable contractor, and I would gladly work with them again in the future.

If you require any additional information, please feel free to contact me.

On behalf of the entire Dunedin Utilities staff, I want to thank and commend the Cacique team for the remarkable and successful construction project.

Clayton Watkins, P.E.
Director of Utilities and Engineering

Cc: Alex Gonzalez, P.E.
Mike Blanton, Water Distribution Manager

Mayor Debbie Trice

Vice Mayor Kathy Kelley Ohlrich

Commissioner Jen Ahearn-Koch

Commissioner Liz Alpert

Commissioner Kyle Battie



Dave Bullock
Interim City Manager

Shayla Griggs
City Auditor and Clerk

Joe Polzak
City Attorney

1565 First Street, Sarasota, Florida 34236
941-263-6000

January 28, 2026

To Whom it May Concern,

I am pleased to write this recommendation letter for Cacique Utilities LLC.

I have had the opportunity of working with Cacique for the past 2 years and completed various projects on awarded and continuing services basis for the Utilities Department. Some of these projects are Small AC Force Main (LS#19, 46, and 55) installing approximately 500 LF of 8" HDPE by Horizontal Directional Drilling (HDD), 800 LF of 6" PVC by open-cut, and 300 LF of 6" HDPE by HDD to connect to existing and active lift stations; and South Osprey Ave. Force Main Extension and Replacement (LS#1, 2, 3, and 85) installing approximately 3,700 LF of 10" PVC by open-cut, 6,120 LF of 14" HDPE by HDD, and 960 LF of 10" HDPE by HDD.

Cacique Utilities LLC demonstrated exceptional project management experience, able to brainstorm, understand, and quickly resolve construction challenges under the terms of the construction agreement. The City of Sarasota is a worldclass destination, urban, and coastal community; Cacique Utilities LLC prioritizes public and staff safety, environmental protection, and stakeholder coordination throughout. Cacique Utilities LLC is very resourceful and pride themselves on delivering quality work consistent with the department's standards.

The City of Sarasota Utilities Department intends to continue partnering with Cacique Utilities LLC to achieve its short-term and long-term goals based on competency, reliability, and professionalism.

If you have any questions, please don't hesitate to contact me at 941-376-4535 or at georges.nicolas@SarasotaFL.gov

Sincerely,

_____

Georges M. Nicolas, M.CE, PE, ENV SP
Utilities Engineering Manager

INDIAN RIVER COUNTY
DEPARTMENT OF UTILITY SERVICES
1801 27th Street, Vero Beach, FL 32960-3388

January 27th, 2026

To Whom It May Concern,

This letter serves as a reference for Cacique Utilities, LLC, with whom I have worked in a professional capacity on utility and infrastructure-related projects.

During our working relationship, Cacique Utilities, LLC performed utility construction work for the Indian River County Department of Utility Services, including the replacement of more than 2,000 feet of 24-inch diameter force main. The work was completed in accordance with contract documents, project specifications, and applicable regulatory and safety requirements.

Cacique Utilities, LLC demonstrated a strong commitment to quality workmanship, job site safety, and adherence to established schedules. The company maintained effective communication throughout the project and coordinated appropriately with inspectors, project managers, and other stakeholders.

When unforeseen field conditions or project challenges arose, they were addressed promptly and resolved in a professional and cooperative manner that maintained progress and compliance with project requirements.

Based on my experience, Cacique Utilities, LLC has proven to be reliable, responsive, and capable of performing complex utility work to acceptable public-sector standards. I would not hesitate to work with Cacique Utilities, LLC again.

If additional information is required, please feel free to contact me.

Sincerely,

Indian River County Department of Utility Services.

Harrison Youngblood, P.E.

Principle Engineer

Pinellas County

Utilities

September 30, 2025

To Whom it May Concern:

Pinellas County Utilities contracted Cacique Utilities, LLC in the summer of 2024 to install a sanitary sewer force main in a residential area of unincorporated Pinellas County (St. Petersburg). The project consisted of installing 2,800 linear feet of new 24" PVC force main, isolation valves and air release valves along 53rd Ave N from Duhme Rd to a location approximately 150 feet east of Seminole Blvd. Construction installation methods were both open cut and HDD under Seminole Blvd. The existing force main was grout-filled and abandoned.

I found Cacique Utilities, LLC to be very professional and hard working. They were very responsive to inquiries, kept the site clean for residents and communicated with them when needed. They also stayed on schedule and within budget. They were easy to work with and supported Pinellas County team efforts on completing a successful project. I look forward to working with Cacique Utilities, LLC again soon.

Please feel free to contact me at any time if you have questions regarding Cacique Utilities, LLC's performance.

Sincerely,

Shannon Ransom

Shannon Ransom
Project Coordinator - Technical
Pinellas County Utilities

14 South Fort Harrison Avenue
Clearwater, FL 33756
Phone (727) 464-4000
Fax (727) 464-3717
V/TDD (727) 464-4062
Pinellas.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/27/2026

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

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

PRODUCER	CONTACT NAME: Kassie Huskey	
JDA Insurance Group 120 N. Federal Hwy., #301 Lake Worth FL 33460	PHONE (A/C, No, Ext): (561) 296-0373	FAX (A/C, No): (561) 828-0997
	E-MAIL ADDRESS: kassie@thejdagroup.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cacique Utilities LLC 4804 Waverly Woods Terrace Lake Worth FL 33463	INSURER A : Richmond National Insurance Company	17103
	INSURER B : Progressive Express	10193
	INSURER C : Florida Citrus, Business & Industries Fund	
	INSURER D : Westchester Surplus Lines Insurance Company	10172
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2632706961 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			RN-7-0510319-01	03/28/2026	03/28/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			956978319	03/28/2026	03/28/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			RN-7-0510366-01	03/28/2026	03/28/2027	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10606537005	03/30/2026	03/30/2027	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Pollution Liability			G7554974A 001	03/27/2026	03/27/2027	Each Occurrence	$1,000,000
							Aggregate	$1,000,000

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

CERTIFICATE HOLDER

EVIDENCE OF INSURANCE
DO NOT ALTER OR DUPLICATE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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2026 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 11, 2026
Secretary of State
0463010180CC

DOCUMENT# L22000061248

Entity Name: CACIQUE UTILITIES LLC

Current Principal Place of Business:

1375 W GATEWAY BLVD
BOYNTON BEACH, FL 33426

Current Mailing Address:

4804 WAVERLY WOODS TER
LAKE WORTH, FL 33463 US

FEI Number: 88-0711185

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

CACIQUE PIZANO, DAVID G
4804 WAVERLY WOODS TER
LAKE WORTH, FL 33463 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	AMBR	Title	AMBR
Name	ROSALES CACIQUE, FRANCISCO	Name	CASIQUE PIZANO, JOSE C
Address	1167 BARNHORST RD	Address	80 N STUART CIR
City-State-Zip:	BARTOW FL 33830	City-State-Zip:	GREENACRES FL 33463
Title	AMBR	Title	AR
Name	CACIQUE ALVAREZ, MIGUEL	Name	CACIQUE, DAVID G
Address	1191 BARNHORST RD	Address	4804 WAVERLY WOODS TER
City-State-Zip:	BARTOW FL 33830	City-State-Zip:	LAKE WORTH FL 33463

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DAVID G CACIQUE — CACIQUE UTILITIES, LLC — 02/11/2026

Electronic Signature of Signing Authorized Person(s) Detail — Date

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CACIQUE, DAVID

CACIQUE UTILITIES LLC
3922 NEW VALENCIA
GREENACRES FL 33467

LICENSE NUMBER: CUC1226306

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/15/2024

Do not alter this document in any form.

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CACIQUE, DAVID

CACIQUE UTILITIES LLC
4804 WAVERLY WOODS TERRACE
LAKE WORTH FL 33463

LICENSE NUMBER: CGC1538918

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/07/2025

Do not alter this document in any form.

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

Cacique Utilities- Equipment List

SERIAL #	DATE	DESCRIPTION	MODEL #
#-RHM05257	8/21/2025	MINI EXC	CAT-302-05CR
#-65000251	8/21/2025	ROLLER 42''	CAT-CB2.55-03GC
#-44038	8/21/2025	SWEEPMASTER- 300	SM300
#-FTY20046	8/21/2025	EXC	CAT 315-07GC
#-6G609324	8/21/2025	MINI EXC	CAT-306-07CR
#-H9X03436	8/21/2025	BACKHOE	CAT-420-07XE
#-F5K02775	8/21/2025	LOADER	CAT-930M
#FTY30174	8/21/2025	EXC	CAT-315-07GC
#-6G606357	8/21/2025	MINI EXC	CAT-306-07CR
#-6G611821	8/21/2025	MINI EXC	CAT-306
#73200205	8/21/2025	ROLLER	CS5-03
#XBE40147	8/21/2025	Excavator	CAT 335
#5G507124	8/21/2025	Mini Excavator	CAT 305
#MZ801217	21-Aug	Loader	CAT 908

GG901911	8/21/2025	Excavator	CAT 309
	8/21/2025	Loader	CAT 310

Company ID Number: 2030042

Approved by:

Employer	
Cacique Utilities, LLC	
Name (Please Type or Print) Lisa Valencia	**Title**
Signature Electronically Signed	**Date** 11/28/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 11/28/2022

Company ID Number: 2030042

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Cacique Utilities, LLC
Company Facility Address	3922 New Valencia Greenacres, FL 33467
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	880711185
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

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

May 26, 2026

ADDENDUM NO. ONE (1)
CITY OF OCOEE
ITB #26-006 Clarke Road Force Main Relocation

This addendum shall modify and become a part of the original ITB Documents for ITB #26-006. This addendum consists of twenty-six (26) pages. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

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

1. Questions / Answers

Q1. Who is responsible for the cost of the railroad flaggers and inspectors?

A1. The Contractor is responsible for the cost.

Q2. Is railroad insurance required?

A2. Yes, please contact Railroad Company for further clarification

Q3. Do you have the CSX railroad permit? If yes can we get a copy to look at the conditions of the permit?

A3. Permit packet attached as a PDF.

Q4. Is milling and overlay required? If so, what are the boundaries for mill and overlay?

A4. Contractor to mill and overlay 25 FT on either side of the open cut and the width of one lane per the plans.

Q5. Can I close the lane closest to the drill pit on N. Clarke Rd for drilling operations?

A5. Per Note 2 on Sheet C-4, the Contractor is required to provide a signed and sealed drilling plan. Traffic Control Note 1 also states that Contractor is required to submit a traffic control plan that shall be approved by the City. Traffic Control Plan must follow notes on Sheet C-2 and specification section 01550

Q6. Note 3 on the plan set says to use Chris Dover from Xylem for bypass at Lift Station 32 but contact now works at Synergy. Should we use Synergy for the bypass?

A6. Please refer to A9.

Q7. Are there any AIS (American Iron and Steel) requirements for this job?

A7. There are no Federal or State requirements (i.e. AIS, BABA, Domestic Preference, etc.) for this project as this project did not receive Federal or State funds.

Q8. Please provide the flow calcs for the existing line.

A8. Based on the City's hydraulic model, the estimated flow to Lift Station 32 located on Clarke Road is approximately 112 gpm (162K GPD).

Q9. Does the City have a bypass plan? If not, What is the nearest downstream manhole that we can bypass into?

A9. Per Note 3 on Sheet C-4. Contractor to coordinate with the City to bypass LS No. 32 during the proposed connection using pump trucks. The bypass shall be performed by Godwin Pumps at the Contractor's expense. David – Godwin Pumps 689-327-4740.

Q10. Are line stops allowed? Are concrete deadmans/concrete thrust blocks allowed?

A10. Line stops are allowed on a case-by-case basis. Thrust blocks are not permitted for new construction.

Q11. Are there any special monitoring requirements for the railroad?

A11. Per the agreement with FCEN, the Contractor is required to contact FCEN prior to construction for specific requirements. Flag protection services may be required due to the proximity of the jack and bore pit to the railroad.

Q12. Please provide the permit and agreement with the Florida Central Railroad.

A12. Permit packet attached as a PDF.

Q13. Does this project have any minority requirements or goals?

A13. This project does not have any minority requirements or goals.

Q14. Does this project have any Davis Bacon requirements?

A14. This project does not have any Davis-Bacon requirements.

Q15. Does this project require a full-time on-site superintendent?

A15. Per Specification 01505, a full time on-site superintendent is required.

Q16. Does this project require an engineer's field office?

A16. Per Specification 01520, no engineer field office is required.

Q17. What are the allowed work hours for this project?

A17. 7am-5pm.

Q18. Do you have an estimated start date and end date for this project?

A18. Fall 2026 start date. End date will be set based on the NTP and the final completion days of the contract.

2. Revised Section 00500: Contract for Construction

- **The awarded bidder will be provided with the Revised Section 00500.**

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Attachments:

Railroad Permit and Licensing Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of this 12th day of January, 2026 by and between **FLORIDA CENTRAL RAILROAD COMPANY, LLC**, a Florida corporation with an address of 3001 West Orange Avenue, Apopka, FL 32703 ("FCEN") **CITY OF OCOEE.,** a municipal corporation of Florida with an address of 1 North Bluford Avenue, Ocoee, FL 34761 (the "Licensee").

Preliminary Statement

A. Licensee, for the economical and convenient conduct of Licensee's business, desires to obtain from FCEN a license to use a portion of FCEN's right of way leased to FCEN pursuant to a lease agreement between FCEN and CSX Transportation, Inc. (the "CSX Lease"), without establishing, claiming, or possessing any estate or interest therein (the "License"), for the benefit of License.

B. FCEN has the right, power, and authority to enter into this License Agreement, pursuant to the CSX Lease.

C. Licensee desires to construct and maintain an underground force sewer main, (the "Pipe") within the License Area, defined below.

NOW THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. GRANT OF LICENSE
FCEN hereby grants unto Licensee, its successors and assigns a License, with authority to enter upon, construct and maintain, pursuant to this License, the Pipe under the FCEN's tracks and right of way near the intersection of Clarke Rd and A.D. Mims Rd. , in the vicinity of Railroad Mile Post AVB 834.98, DOT Crossing 914121Y Ocoee, Orange County, Florida (the "License Area"), described on Exhibit A, adhering to AREMA standards and the recommendations, if any, of the Intertek PSI report, which are attached hereto and incorporated herein. Original force main construction under License agreement dated 11/1/1990 incorporated here by reference shall be deemed cancelled and pipe shall be removed in its entirety or grouted in place.

2. SUBJECT TO MASTER LEASE AGREEMENT
This License shall be subject to the terms and conditions of the CSX Lease, a memorandum of which is recorded in the public records.

3. STATUS OF SUBCONTRACTORS
For purposes of this Agreement, all references to Licensee shall include Licensee, its contractors, subcontractors, agents, officers, employees, and others acting under its or their authority.

4. USE

Licensee shall use the License Area for the construction, maintenance and operation of the Pipe that are the subject of this Agreement only for the conveyance of sewer water within main, and any other purpose or use is prohibited. Notwithstanding any contrary provisions herein, Licensee agrees that this License shall not be used in any way that will inhibit the use of the License Area by FCEN, its successors or assigns. The Pipe shall be constructed, maintained and operated by Licensee in accordance with Exhibit A.

5. CONDUCT OF WORK

All work connected with the construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of the said Pipe shall be undertaken within the License Area. However, no such work shall be performed without prior written notice to, and approval of, FCEN's General Manager. Any and all work shall be performed in a manner satisfactory to the FCEN. All work shall be performed at times and in a manner which shall not disturb the reasonable operation of the business of FCEN. At the sole discretion of FCEN's General Manager, flag protection services may be required during construction and periods of maintenance. Licensee, in accordance with Paragraph 14 below, shall be responsible for all costs and expenses of any flagging service.

6. FEE

Licensee shall pay to FCEN for this License a one-time fee of Twenty-Four thousand four hundred Dollars ($24,400.00) per occupancy, (the "Fee") plus Fifteen Hundred Dollars ($1,500.00) for application and document processing. Licensee shall pay the Fee to FCEN within thirty (30) days after presentation of an invoice. Notwithstanding any contrary provisions herein, Licensee shall not access, enter upon, or use the License Area until FCEN receives the Fee from Licensee. In the event FCEN terminates this License prior to the expiration of the Term, it will return a prorated portion of the Fee to Licensee.

7. TERM

The term of this License Agreement shall run for a period of twenty (20) years from the above date. Thereafter, this Agreement shall automatically renew for successive five (5) year periods unless or until it is terminated as provided below.

8. TERMINATION

Notwithstanding any contrary provisions contained herein, this Agreement may be terminated at any time by either FCEN or Licensee by giving to the other party twelve (12) months advance written notice of its intention to so terminate. In the event of termination, Licensee shall remove the Pipe and restore the License Area as nearly as possible to as good order and condition as when original entry was made thereon by

said Licensee, at its sole expense, cost, and liability. Upon failure to do so, FCEN may at any time thereafter, remove the Pipe and repair the License Area at the sole expense, cost, and liability of Licensee.

9. GOVERNMENT REQUIREMENTS

Installation of the Pipe pursuant to this License Agreement shall be performed in accordance with all appropriate governmental and administrative requirements for the use(s) for which such Pipe is to be maintained.

10. FCEN REGULATIONS

Licensee agrees that it shall observe and obey all regulations of FCEN respecting the use of the License and the License Area.

11. NON-PERMANENT LOCATION

Licensee recognizes that it may be in the best interest of FCEN to move the Pipe to other areas within FCEN's property, and therefore, Licensee agrees, at Licensee's cost and expense, to move or relocate the said Pipe at the reasonable request of FCEN. Licensee hereby agrees to effectuate and perform such move expeditiously and within reasonable constraints of time.

12. RISK, LIABILITY, INDEMNITY

12.1 To the extent permitted by applicable law and expressly limited to the amounts set forth in in §768.28, Fla. Stat. (2023), except Contractors on behalf of Licensee. Licensee shall defend, indemnify and save FCEN and its officers, shareholders, directors, affiliates, parents, employees, and agents harmless, from and against, any and all liability, loss, claim, suit, damage, charge, or expense (including reasonable attorney's fees and experts) which any such party may suffer, sustain, incur or in any way be subjected to, on account of death of, or injury to, any person and damage to or loss of or destruction of any property, arising out of, or resulting from, or in any way connected with, the construction, presence, existence, repair, maintenance, replacement, operation, use, or removal of Licensee's Pipe, the use of the License Area pursuant hereto or any structure in connection therewith, or restoration of the License Area to good order or condition. Other than the above limited indemnity not to exceed the amounts set forth in §768.28 Fla. Stat. (2023), nothing in this Agreement shall be construed as a waiver of Licensee's sovereign immunity.

12.2. Use of FCEN's right of way involves certain risks of loss or damage as a result of FCEN's operations. Licensee expressly assumes all risk of loss and damage to persons or Licensee's property or Pipe, in, on, over or under the License Area, including loss of or any interference with use thereof, regardless of cause, including derailment, arising out of FCEN's operations. For purposes of this section, Licensee's property shall include the contents of the Pipe as well as property of third parties situated or placed upon FCEN's right of way by Licensee or by such third parties at the request of or for the benefit of Licensee.

12.3 Without limiting the generality of other provisions herein, Licensee also expressly assumes all risk of loss which may result from Licensee's failure to maintain either the Pipe or the required depth and support for the Pipe.

12.4 Without limiting the generality of other provisions contained herein, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold FCEN and its officers, shareholders, directors, affiliates, parents, employees, and agents harmless from (a) all claims, costs and expenses, including reasonable attorneys' fees as a consequence of any pollution of air, water, land and/or ground water on or off the License Area, arising from, or in connection with, Licensee's use of this License Area or resulting from the leaking, bursting, spilling, or escape of the material transmitted in or through Licensee's Pipe; (b) any claim or liability arising under federal or state law dealing with pollution of air, water, land, and/or ground water arising from the circumstances referenced in (a) of this provision or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of FCEN's tracks caused by Licensee's use of the License Area or the presence of Licensee's facilities.

12.5 Obligations of Licensee hereunder to defend, indemnify and hold FCEN harmless shall also extend to companies or other legal entities that control or are under common control with FCEN and its/their respective officers, shareholders, directors, agents, and employees.

12.6 Nothing in this Agreement shall require Licensee to indemnify FCEN or its other subsidiaries or affiliates or hold them harmless from damages caused exclusively by FCEN's own willful misconduct or gross negligence.

12.7. Licensee's duty to defend, indemnify, and hold FCEN harmless shall survive the expiration and/or termination of this License Agreement.

13. NOTICES

All notices on the part of Licensee to FCEN shall be given in writing to the General Manager, **FLORIDA CENTRAL RAILROAD COMPANY, LLC.,** 3001 West Orange Avenue, Apopka, Florida 32703.

All notices on the part of FCEN to Licensee shall be given in writing to the City of Ocoee, 1 N Bluford Avenue, Ocoee, Florida 34761 Attn: City Manager

All notices shall be delivered in person, or via overnight courier, or email.

14. FCEN COSTS AND EXPENSES

Licensee agrees to pay to FCEN all reasonable costs and expenses incurred by FCEN due to FCEN's granting of this License or due to the use, maintenance, or existence of said License by Licensee. Such costs and expenses shall include, but are not limited to, FCEN's cost of providing flag protection services pursuant to Paragraph 5 above. Licensee's cost for such flag protection services shall be the then-current

rate per day for the particular flag protection services that FCEN determines, in its sole discretion, are required after reviewing the needs of the work site.

15. NO WARRANTIES

This License is herein granted without any warranty, express or implied, and Licensee hereby agrees that no damages shall be recoverable from FCEN because of any dispossession of Licensee or because of any failure of, defect in, cancellation of, or termination of, FCEN's property interest in the License Area.

16. ASSIGNMENT

No assignment of rights or privileges hereunder by Licensee shall be valid unless the written consent of FCEN is first obtained. FCEN will consent to an assignment by the Licensee provided that the assignee assumes all obligations and duties of the Licensee to the reasonable satisfaction of FCEN, and the Licensee and the assignee execute FCEN's usual and customary assignment and assumption agreement.

17. FUTURE PARTIES

This License shall inure to the benefit of, and be binding upon, the Parties hereto and their respective, heirs, legal representatives, successors, and assigns.

18. REMEDIES

The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any party may be lawfully entitled. The failure or delay of any party to insist upon the strict or timely performance of a covenant hereunder or any obligation hereunder, shall not be a waiver of such party's right to demand strict compliance therewith in the future.

19. CAPTIONS

All titles or captions are inserted for convenience only and they in no way shall be construed to define, limit, or describe the scope of this Agreement or any provision thereof.

20. SEVERABILITY

If any clause or provision of this Agreement shall be deemed to be invalid or unenforceable under present or future laws, then, in that event it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby.

21. CHOICE OF LAW

This instrument is being delivered and is intended to be performed in the state of Florida and shall be construed and enforced in accordance with the laws of that state. Any aggrieved party may proceed to enforce its rights in the appropriate action at law or in equity. Venue for all suits arising out of this instrument shall lie exclusively in the Courts of Orange County, Florida. By execution or adoption of this agreement, each party hereby submits itself to the *in personam* jurisdiction of the Courts of Orange County, Florida.

22. INSURANCE

Licensee and its Contractors shall maintain insurance in the following amounts:

(a) General liability insurance in the amount of Two Million dollars ($2,000,000);
(b) Contractual liability in the amount of Two Million dollars ($2,000,000);
(c) Worker's compensation, statutory limits or greater;
(d) Automobile liability, One Million dollars ($1,000,000); and
(e) Railroad Protective Liability with bodily injury protection of Two Million dollars ($2,000,000) and property damage of Two Million dollars ($2,000,000).

All such insurance shall name FCEN as an additional insured. The original of the railroad protective liability policy shall be provided to FCEN and certificates of insurance evidencing Licensee's compliance with subparagraphs (a), (b), (c), (d) and (e) above shall be forwarded to FCEN prior to any work commencing on or within the License Area. Notwithstanding anything to the contrary, the insurance required under subparagraph (e) shall only be required during installation of the Pipe and whenever the Pipe will be reconstructed, updated, maintained, or otherwise improved.

23. MODIFICATION

All modifications or waivers to this License Agreement must be in writing and executed by both parties.

24. MERGER

This Agreement represents the final, complete, and exclusive understanding of the Parties of the subject matter hereto.

25. LICENSEE'S AUTHORITY TO EXECUTE THIS AGREEMENT

Licensee represents and warrants that it has taken all necessary actions required in order to enter into this License Agreement and cause it to be fully enforceable against Licensee, and that its agent below is authorized to execute this License Agreement.

[END OF AGREEMENT EXCEPT FOR SIGNATURE PAGE AND EXHIBIT]

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument on the day, month and year first written above.

Signed and delivered in the presence of:

FLORIDA CENTRAL RAILROAD COMPANY, LLC.

By: Mark Meyer

By: _____

CITY OF OCOEE SIGNATURE PAGE
(Lease Agreement – Florida Railroad Company, LLC)

CITY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

ATTEST:

_____
Victoria Parks, Acting City Clerk

(SEAL)

APPROVED BY THE CITY OF OCOEE COMMISSION AT A MEETING HELD ON January 6, 2026 **UNDER AGENA ITEM NO.** 8

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY this 6th **day of** January, **20** 26.

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

EXHIBIT A
LICENSEE'S 2025 APPLICATION FOR PIPE CROSSING AND INTERTEK PSI GEOGECHNICAL REPORT
(14 pages below)

Application for Facility Installation

Plans for proposed installation shall be submitted to and meet the approval and requirements of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of the National Electrical Safety Code (NESC) or the American Railway Engineering Association (AREMA) which ever applies. **An original Plan, Section and Elevation views** from field survey showing location in respect to Mile Post, width of Railroad Right of Way, location of adjacent structures affecting crossing *must* accompany application. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall also be shown. Flagging as defined by Railroad is required during installation and costs are responsibility of Agreement Holder.

THIS SECTION RAILROAD USE ONLY

Date Application Received by Road:		Application Fee:	$1,500.00	RR Agreement No:	OCOE-62-205
Railroad Approval:		Licensing Type:	1x fee	Licensing Amount:	$24,400.00

FIELDS BELOW TO BE FILLED IN BY APPLICANT

Narrative Please provide a Description / Scope of work to be performed (include purpose, scope of work, special conditions)
Jack and bore 41 LF of 20-inch steel casing for an 8-inch force main under the existing rail corridor

Installation Location Information		
City: Ocoee	State: Florida	County: Orange
Railroad Location: FCEN	GPS Latitude Entering ROW: 28.587265	GPS Longitude Entering ROW: -81.514268
Feet: 41	Select a direction from nearest railroad mile post: W	Mile Post No: 35 AVB 834.98
Angle between center line of right of way and occupancy will be (degrees): 90	No of RR Tracks to be crossed: 1	Total length within RR right of way measured in feet: 60
Will facility be located near a public roadway?:	Street Name: North Clarke Road	AAR/DOT Crossing Inventory Number: 911368T

Facility Owner Information		
Legal Information		
Owner's Complete Legal Company Name: City of Ocoee		
Legal Address Line 1: 1 N Bluford Avenue Legal Address Line 2:		
City: Ocoee	State: Florida	Zip: 34761
Business Type: Municipality	Other Business Type:	State of Business Registration: FL
The following must be provided for the person who will sign off on agreement:	Name: Rusty Johnson	Title: Mayor

Billing Information		
If same as legal address above, check here: ☑		
Billing City: Ocoee	Billing State: FL	Billing Zip: 34761
Billing Address Line 1: 1 N. Bluford Avenue	Billing Address 2:	

Owner Contact Information		
Contact Name: Jennifer Bolling, P.E.	Title: Utilities Director	E-mail: jbolling@ocoee.org
Office Phone: 407-905-3159	Extension:	Mobile Phone:
Emergency Phone:		

Project Engineer/Consultant/Agent Information		
If same as legal address above, check here:	Engineer/Consultant/ Agent Company Name: CPH Consulting, LLC	
Contact Name: Roberto Gonzalez		
Address Line 1: 1117 E. Robinson St.		
Address Line 2:		
City: Orlando	State: Florida	Zip: 32801
Office Phone: 407-425-0452	Mobile Phone:	E-mail rgonzalez@cphcorp.com

Project Information			
Is this covered by existing Railroad permit/ agreement or master agreement?	☐	Agreement Number & Date	
Is this project related to another transaction/project with railroad?	☐	Project Name	
Is this a new installation?	Yes		
Will proposed installation connect to an existing facility within railroad corridor?	No	Details	
Type of Installation: Pipe	20-inch steel casing	Method: Jack and Bore	*Plans of any sub-grade ≥30" diameter are subject to review by Engineers of Railroad choice at cost & expense of facility owner.*
Will this installation be parallel to railroad company tracks anywhere in excess of 150 feet? No	☐	If yes indicate length in feet.	

Pipe Installation		
Pipe Type: Steel Casing	Flammable: No	
Max working pressure (PSI): 75 PSI	Test Pressure Type: n/a	
Pipe Specifications	**Carrier Pipe**	**Casing Pipe**
Materials Specs & Grade	PVC DR-18	ASTM A252 or ASTM A139
Minimum Yield Strength of Material PSI	4,000 psi	35,000 PSI
Mill Test Pressure PSI		
Inside Diameter	8.00"	19.312"
Wall Thickness	0.503"	0.344"
Outside Diameter	9.05"	20"
Type of Seam	n/a	n/a
Laying Lengths	20 FT	20 FT
Kind of Joints	Restrained	Welded
Number of Vents: 0	Size of Vents: n/a	Height Above Ground: n/a
Seals: n/a	Cathodic Protection: No	Protective Coating: No
Type, size and spacing of insulators or supports: 8" wide, stainless steel band, 6.5' max spacing		

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the railroad incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation.

IF THE APPLICATION IS APPROVED, THE APPLICANT SHALL EXECUTE THE RAILROAD'S STANDARD FORM OF LICENSE AGREEMENT. IN THE EVENT THE RAILROAD INCURS LEGAL FEES IN EXCESS OF $500 IN CONNECTION WITH THE COMPLETION OF THE LICENSE AGREEMENT THE APPLICANT SHALL PAY FOR ALL SUCH LEGAL FEES OF THE RAILROAD IN EXCESS OF $500. WHETHER APPROVED OR DENIED, IN THE EVENT LITIGATION ARISES OUT OF OR IN CONNECTION WITH THIS APPLICATION OR THE UNDERLYING SUBJECT MATTER OF THIS APPLICATION, THE APPLICANT SHALL BE RESPONSIBLE FOR, AND AGREES TO PAY, ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE RAILROAD. THE APPLICANT AGREES THATTHERE IS VALID CONSIDERATION EXCHANGED BY ALL PARTIES HERETO TO SUPPORT ALL OBLIGATIONS CREATED BY THIS APPLICATION.

Date: 11/10/25	Written Signature
Title of Officer Signing Application: Utilities Director	Printed Name of Officer Signing Application: Jennifer Bolling, P.E.

City of Ocoee
Clarke Road Force Main Relocation

OCTOBER 2025

ocoee
florida

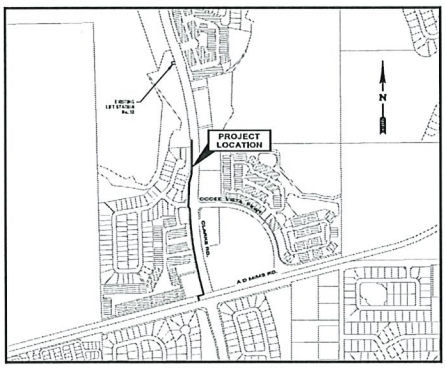
CITY OFFICIALS:

MAYOR:	RUSTY JOHNSON
COMMISSIONER DISTRICT 1:	SCOTT R. KENNEDY
COMMISSIONER DISTRICT 2:	ROSEMARY WILSEN
COMMISSIONER DISTRICT 3:	RICHARD FIRSTNER
COMMISSIONER DISTRICT 4:	GEORGE OLIVER III
CITY MANAGER:	CRAIG SHADRIX
ASSISTANT CITY MANAGER:	MICHAEL RUMER
UTILITIES DIRECTOR:	JENNIFER BOLLING, P.E.

OWNER:

CITY OF OCOEE
1 N. BLUFORD AVE, OCOEE, FL 34761
PH. 407.905.3100

CONTACT:
CITY OF OCOEE UTILITIES DEPARTMENT
1800 A. D. MIMS RD. OCOEE, FL 34761
PH. 407.905.3159



VICINITY MAP
N.T.S.

INDEX OF SHEETS:

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C-10	STANDARD DETAILS
C-11	STANDARD DETAILS

cph
www.cphcorp.com
Building Better Communities Together
1117 East Robinson Street
Orlando, FL 32801
Ph: 407.423.5452
Plans Prepared By:
CPH CONSULTING, LLC
A Full Service A & E Firm

ROBERTO RAMOS GONZALEZ P.E.
P.E. LIC. # 56475

Sheet No.
C-1

100% SUBMITTAL

GENERAL PROVISIONS

1. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF ALL AVAILABLE REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS.
2. ALL CONSTRUCTION PROJECTS UP WORK ACRES IN SIZE THEREOF WHICH ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM, NPDES, DEVELOPMENT PERMIT FOR STORMWATER DISCHARGES FROM SMALL AND LARGE CONSTRUCTION ACTIVITIES. IN ORDER TO MEET NPDES REQUIREMENTS, THE CONTRACTOR IS RESPONSIBLE FOR PREPARING A STORMWATER POLLUTION PREVENTION PLAN (SWPPP), IMPLEMENTING BMPS, PERFORMING INSPECTIONS, MAINTENANCE, AND REPORTING ON ALL ELEMENTS OF THE SWPPP. SUBMITTALS INCLUDE SUBMITTING THE REQUIRED NOTICE OF INTENT (NOI) AND NOTICE OF TERMINATION (NOT) ONCE AS THE OPERATOR AND HAVING ALL REQUIRED SITES. FOR PROJECTS LESS THAN 1 ACRE IN SIZE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING BMPS AND SHALL BE RESPONSIBLE FOR MAINTAINING AND REVISING THE SWPPP AS NECESSARY PRIOR TO AND DURING CONSTRUCTION IN ACCORDANCE WITH THE SPECIFICATIONS.
3. UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE CONSTRUCTION PLANS. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER OR OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLANS FOR PAVEMENT ELEVATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
4. CONTRACTOR SHALL PERFORM A PRE-CONSTRUCTION VIDEO DOCUMENTING THE EXISTING CONDITIONS FROM PATH OF WAY TO PATH OF WAY ALONG PROJECT LIMITS. CONTRACTOR SHALL HAVE PROJECT SURVEYED BY CERTIFIED SURVEYOR TO ESTABLISH CONTROL PRIOR TO PERFORMING CONSTRUCTION WORK.
5. THE CONTRACTOR SHALL SUBMIT ELECTRONIC COPIES OF SHOP DRAWINGS TO THE ENGINEER IN CITY OF OCOEE UTILITIES DESIGN CRITERIA FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION. SHOP DRAWINGS SHALL BE SUBMITTED FOR ALL MATERIALS, EQUIPMENT, AND ITEMS OF CONSTRUCTION AS INDICATED IN THE CONSTRUCTION PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL NOT PROCURE ANY MATERIALS OR EQUIPMENT FOR THE PROJECT UNTIL SHOP DRAWINGS HAVE BEEN REVIEWED AND APPROVED BY THE ENGINEER. SHOP DRAWINGS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBMITTED IN A TIMELY MANNER TO AVOID DELAYS TO THE CONSTRUCTION SCHEDULE. THE SHOP DRAWINGS ARE THE REQUIREMENTS FOR OTHER RELATED WORK. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING, CERTIFYING, AND APPROVING ALL SHOP DRAWINGS BEFORE SUBMITTING THEM TO THE ENGINEER. THE CONTRACTOR'S RESPONSIBILITY FOR ERRORS AND OMISSIONS IN SUBMITTALS IS NOT RELIEVED BY THE ENGINEER'S REVIEW OF SUBMITTALS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND CITY OF OCOEE UTILITIES ENGINEERING DEPARTMENT, IN WRITING AT THE TIME OF SUBMISSION, OF DEVIATIONS SUBMITTALS FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
6. PROTECT BENCHMARKS, PROPERTY CORNERS, AND OTHER SURVEY MONUMENTS FROM DAMAGE OR DISPLACEMENT. IF MARKER NEEDS TO BE REMOVED, IT SHALL BE REFERENCED BY LICENSED LAND SURVEYOR AND REPLACED, AS NECESSARY, BY SAME.
7. THE CONTRACTOR SHALL COORDINATE QUALITY CONTROL TESTING. AS A MINIMUM, TESTING SHALL INCLUDE: A) PIPING AND STRUCTURAL EXCAVATION, BEDDING AND BACKFILL MATERIALS AND DENSITY TESTS; B) DETERMINATION OF CONCRETE EFFORT NEEDED OF COMPLIANCE WITH THE DESIGN REQUIREMENTS; C) SAMPLING CONCRETE AND PERFORM SLUMP AND AIR QUALITY CONTROL TESTING INCLUDING DESIGN MIX REVIEW, MATERIALS, FIELD SLUMP AND AIR CONTENT, MOLDING AND CURING CYLINDERS AND TESTING SAMPLES AND TESTING.
8. IN ADDITION TO QUALITY CONTROL TESTS BY THE CONTRACTOR, ALL INSPECTIONS AND TESTS REQUIRED BY LOCAL OR APPLICABLE STATE OR FEDERAL LAWS AND REGULATIONS SHALL BE MADE BY AUTHORIZED LABORATORY OR PUBLIC BODY HAVING JURISDICTION SPECIFICALLY REQUIRED TESTS OR INSPECTIONS OR WHERE ALL THE CONTRACT DOCUMENTS CONTAIN CONFLICTING PROVISIONS THEREOF AND SHALL FURNISH THE OWNER AND ENGINEER THE REQUIRED CERTIFICATES OF INSPECTION, TESTING OR APPROVAL.
9. TESTING RESULTS SHALL BE PROVIDED TO THE SUBCONTRACTOR AND THE ENGINEER. ALL TEST RESULTS SHALL BE PROVIDED IN WRITING AND FILED ON A REGULAR AND INVENTORIED BASIS. ALL TESTING SHALL BE SCHEDULED AND PERFORMED IN THE PRESENCE OF A CITY INSPECTOR. ANY TESTING NOT APPROVED BY A CITY INSPECTOR SHALL BE REPEATED.
10. THE ENTIRE PROJECT SITE SHALL BE THOROUGHLY CLEANED AT THE COMPLETION OF THE WORK. EVEN IF ALL NOT ALLEGED PARCELS, STRUCTURES, SIDEWALKS, PAVED AREAS, ACCUMULATED SILTATION SHALL BE REMOVED. ALL DEBRIS AND WASTE MATERIALS RESULTING FROM CONSTRUCTION AS DIRECTED BY THE OWNER OR APPROPRIATE AGENCY, EQUIPMENT TO CLEAN THESE SURFACES SHALL BE SUBJECT TO APPROVAL BY THE OWNER.
11. CHAPTER 556 FLORIDA STATUTES, REQUIRES EXCAVATORS TO NOTIFY SUNSHINE STATE ONE CALL OF FLORIDA, 1-800-432-4770, BEFORE BEGINNING ANY EXCAVATION IN THE STATE OF FLORIDA UNLESS A SPECIFIC EXEMPTION LISTED IN F.S. 556.105 APPLIES. ANY EXCAVATOR MUST NOTIFY 1-800-432-4770 AT LEAST TWO (2) BUT NOT MORE THAN FIVE (5) WORKING DAYS PRIOR TO THE SPECIFIC CONSTRUCTION ACTIVITY FOR FIELD LOCATION. NOTE THAT NOT ALL UTILITIES PARTICIPATE IN THE PROGRAM. THE CONTRACTOR SHOULD CONTACT ALL KNOWN UTILITIES SEPARATELY FOR FIELD LOCATION OF THEIR FACILITIES AT LEAST TWO (2) WORKING DAYS PRIOR TO CONSTRUCTION. PER FLORIDA STATUTE 227.01 THE CONTRACTOR OR EXCAVATOR IS REQUIRED TO NOTIFY THE LAST KNOWN PARCELS WORKING DAYS PRIOR TO CONSTRUCTION.
12. ALL SIDEWALK, SIDEWALK, AND ROADWAY RESTORATION SHALL BE COMPLETED 10 WORKING DAYS PRIOR TO FINAL WALK-THROUGH INSPECTION.
13. CONTRACTOR SHALL KEEP A COPY OF THE STAMPED APPROVED CONSTRUCTION PLANS ON SITE AT ALL TIME.

UTILITY GENERAL NOTES

1. THE UTILITY DATA SHOWN ON THESE PLANS WAS LOCATED BY THE RESPECTIVE UTILITY OR BASED ON UTILITY OF VARIOUS MAPS OR FIELD PERSON-ISS WISE.
2. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR LOCATION, PRIOR TO THE START OF ANY CONSTRUCTION, IDENTIFY SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO HAVE THE SERVICES MARKED IN THE FIELD BY THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXPOSE CRITICAL CROSSINGS BY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY, AHEAD OF TRENCHING. IF THE ACTUAL LOCATIONS OF ANY UTILITY DIFFER FROM THE PROPOSED CONSTRUCTION, SHALL BE CLOSELY CONSIDERED BY THE ENGINEER AND THE RESPECTIVE UTILITY COMPANY FOR RELOCATION OR PROPER INSTRUCTION.
3. A SINGLE POINT UTILITY IDENTIFICATION SERVICE HAS BEEN SET UP FOR EXISTING UTILITIES. THE CONTRACTOR IS TO CONTACT THE SUNSHINE STATE ONE CALL CENTER BY DIALING 811 AT LEAST TWO (2) AND NOT MORE THAN FIVE (5) WORKING DAYS PRIOR TO THE SPECIFIC CONSTRUCTION ACTIVITY FOR FIELD LOCATION. NOTE THAT NOT ALL UTILITIES PARTICIPATE IN THE PROGRAM. THE CONTRACTOR SHOULD CONTACT ALL KNOWN UTILITIES SEPARATELY FOR FIELD LOCATION OF THEIR FACILITIES AT LEAST TWO (2) WORKING DAYS PRIOR TO CONSTRUCTION. PER FLORIDA STATUTE 227.01 THE CONTRACTOR OR EXCAVATOR IS REQUIRED TO NOTIFY THE LAST KNOWN PARCELS WORKING DAYS PRIOR TO CONSTRUCTION.
4. THE FOLLOWING UTILITIES MAY HAVE FACILITIES IN THE VICINITY OF THE CONSTRUCTION AREA:

   CITY OF OCOEE
   DUKE ENERGY
   ANDREW'S TRAFFIC SOLUTIONS
   AT&T
   SPECTRUM NATURAL GAS
   CENTURYLINK
   FIBERLIGHT, LLC

5. THE CONTRACTOR SHALL KEEP LOCATE SHEETS UP TO DATE AT ALL TIMES.
6. THE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION AND UTILITY AND ALL COSTS INCURRED WITH THE PROTECTION OF EXISTING FACILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL INCLUDE COORDINATE NECESSARY RELOCATIONS OR OTHER CONSTRUCTION RELATED MATTERS WITH EACH UTILITY.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN IN SERVICE ALL EXISTING PIPED OR DUCTWORK DURING CONSTRUCTION UNLESS OTHERWISE INDICATED IN THE DRAWINGS. ANY PIPING WHICH CAN BE REMOVED DURING CONSTRUCTION AS APPROVED BY THE ENGINEER SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR WITH PERMANENT PLUGS AND TO THE SATISFACTION OF THE ENGINEER.
8. TYPICAL DETAILS AS SHOWN ARE TO ILLUSTRATE THE ENGINEER'S INTENT AND ARE NOT PRESENTED AS A SOLUTION TO ALL CONSTRUCTION PROBLEMS ENCOUNTERED IN THE FIELD. THE CONTRACTOR MAY ALTER THE METHOD OF CONSTRUCTION TO SUIT FIELD CONDITIONS PROVIDED HE SUBMITS A PROPOSAL FOR ANY ALTERNATE METHOD TO THE ENGINEER FOR APPROVAL AND USES MATERIALS AS DESIGNATED IN THE SPECIFICATIONS.
9. FOR EACH RESPECTIVE PRIVATE CONSTRUCTION REQUIRED, THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION, DEPTH, AND ALIGNMENT OF ALL EXISTING PIPES, CABLES, ETC. TO BE EXPOSED OR CONNECTED TO, AT THE CONTRACTOR'S EXPENSE AND NOTIFY THE ENGINEER OF ANY NEED FOR ADDITIONAL FITTINGS BEFORE DEVIATIONS WHICH REPRESENT A DEPARTURE FROM THE CONSTRUCTION PLANS OR WILL NEED FOR RELOCATION OF EXISTING UTILITIES. THIS DETAILS OF SUCH DEPARTURES REQUIRING AN ADDITION OR FITTINGS IS DUE OR WHICH IN RELATED PORTIONS OF THE PROJECT SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. APPROVED DEPARTURES FOR THE CONTRACTOR'S CONVENIENCE SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER.
10. THE CONTRACTOR SHALL PROVIDE AT HIS OWN EXPENSE ALL NECESSARY TEST PLANNING EQUIPMENT, WATER, WATER METERS, PRESSURE GAUGES, AND OTHER EQUIPMENT, MATERIAL, AND FACILITIES REQUIRED FOR ALL HYDROSTATIC, LEAKAGE, AND PRESSURE TESTING. THE CONTRACTOR SHALL CONTACT THE ENGINEER AND THE OWNER IN WRITTEN FORM, FORTY-EIGHT (48) HOURS IN ADVANCE OF PROPOSED TESTING. THE CONTRACTOR SHALL COMPLETE PRELIMINARY TESTING PRIOR TO SCHEDULING THE OFFICIAL PRESSURE TEST. THE CONTRACTOR SHALL NOTIFY THE CITY UTILITIES INSPECTION DEPARTMENT 48 HOURS IN ADVANCE OF PROPOSED TESTING.
11. THE CONTRACTOR SHALL REFER TO THE CITY OF OCOEE ENGINEERING STANDARDS APPROVED WATER LIST FOR DETAILS, THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE AND FDEP SHALL BE FOLLOWED FOR ALL PUBLIC UTILITIES.
12. ALL IMPROVEMENTS TO BE DEDICATED TO OR MAINTAINED BY THE CITY SHALL BE IN CONFORMANCE WITH THE CURRENT CITY OF OCOEE ENGINEERING STANDARDS MANUAL, MATERIALS LIST, AND DETAILS. ANY DEVIATION FROM THE CITY OF OCOEE ENGINEERING STANDARDS MUST BE REQUESTED AND APPROVED IN WRITING PRIOR TO CONSTRUCTION. FINAL PLAN APPROVAL DOES NOT PROVIDE EXEMPTION FROM THESE REQUIREMENTS.
13. CONTRACTOR SHALL DRILL HOLES TO AVOID FRACTURING DURING THE DIRECTIONAL DRILLING OPERATIONS.

AS-BUILT DRAWING REQUIREMENTS

1. AS-BUILT SURVEY SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER THREE WEEKS PRIOR TO FINAL INSPECTION. ALL AS-BUILT DATA SHALL BE PROVIDED BY A FLORIDA LICENSED SURVEYOR. REVISED SEALED AND DATED BY THE RESPONSIBLE PARTY.
2. AS-BUILT NEED TO BE SUBMITTED TO THE CITY SIGNED AND SEALED IN ACCORDANCE WITH SECTION 3.01.25 OF THE ENGINEERING STANDARDS MANUAL IN THE FOLLOWING FORMATS:
   - ONE PDF COPY.
   - ONE CAD COPY OF AS-BUILT IN STATE PLANE COORDINATES.
3. AS-BUILT (2) SHALL INCLUDE HORIZONTAL AND VERTICAL

SITE PREPARATION

1. UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES AS INDICATED ON THE DRAWINGS. ANY REPAIR OR RECONSTRUCTION OF DAMAGED AREAS SHALL BE PERFORMED BY THE CONTRACTOR ON AN "AS-NEEDED" BASIS. ALL COSTS FOR THESE RESPONSIBILITIES OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.
2. STATE DURING THE CONSTRUCTION, ESTABLISH LIMITS INCLUDES, TEMPORARY BENCHMARKS, WATER SOURCE, CONSTRUCTION STAGING AREAS, AND REFERENCE POINTS FOR THE WORK. INCLUDE ALL DIMENSIONS RELATING TO THE CONSTRUCTION WITH EXISTING FEATURES. REPORT ANY INCONSISTENCIES IN THE PROPOSED DESIGNS AND CLEARLY DEVIATIONS AND LOCATIONS TO THE ENGINEER BEFORE DOING ANY WORK.
3. PROTECT ALL TREES AND SHRUBS, PARTICULARLY THOSE TREES AND SHRUBS LOCATED ADJACENT TO WORK AREAS.
4. TREES TO REMAIN IN THE CONSTRUCTION AREA SHALL BE BOXED, FENCED OR OTHERWISE PROTECTED IN ACCORDANCE WITH DETAILS ON THE DRAWINGS. DO NOT PERMIT HEAVY EQUIPMENT OF STORE PILES WITHIN BRANCH SPREAD.
5. WHERE SHOWN OR DIRECTED BY THE OWNER OR ENGINEER SHALL INCLUDE ALL AREAS TO BE OCCUPIED BY THE PROPOSED IMPROVEMENTS, AREAS FOR FILL AND SITE GRADING, AND BORROW AS SITES, PERIPHERAL TREES OUTSIDE OF THESE AREAS ONLY AS INDICATED ON THE DRAWINGS OR AS APPROVED IN WRITING BY THE ENGINEER.
6. CLEARING SHALL CONSIST OF REMOVING TREES AND BRUSH AND DISPOSAL OF OTHER MATERIALS THAT EXIST ON OR UPON OR OTHERWISE OBSTRUCT THE WORK.
7. EXERCISE EXTREME CARE DURING THE CLEARING AND GRUBBING OPERATIONS. DO NOT DAMAGE EXISTING STRUCTURES, PIPES OR UTILITIES.
8. GRUBBING SHALL CONSIST OF REMOVING AND DISPOSING OF STUMPS, ROOTS LARGER THAN 3" IN DIAMETER, AND BURIED OBJECTS, AND ROOTS REMOVED TO A DEPTH OF NOT LESS THAN 18" BELOW THE ORIGINAL SURFACE LEVEL OF THE GROUND.
9. ALL CONSUMABLE DEBRIS AND REFUSE FROM SITE PREPARATION OPERATIONS SHALL BE REMOVED TO LEGAL OFFSITE DISPOSAL AREAS.

EXCAVATION, TRENCHING, AND FILL

1. THE CONTRACTOR SHALL BE RESPONSIBLE AND ABLE BY ALL OSHA EXCAVATIONS SAFETY STANDARDS INCLUDING THE FLORIDA TRENCH SAFETY ACT (F.S. 553.60-553.64). ANY MATERIAL CONSTRUCTION METHODS OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT.
2. IF SOIL CONDITIONS ARE OTHER THAN ANTICIPATED BY STORMWATER PONDS AT THE START OF SITE OR OPEN EXCAVATIONS, DIRECT SITE IN ACCEPT TO THE PONDS TO MEASURE IN ACCEPT TO OFFSITE AREAS.
3. IF ANY CONSTRUCTION SHALL RESULT IN THE FINISHED POND ___ AND SIDE SLOPES NOT BUILDING IN THAT WERE IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS, IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THESE REQUIREMENTS HAVE BEEN MET. IF THE CONSTRUCTED SIDE SLOPES ARE STEEPER THAN THE REQUIRED SIDE SLOPES OF THE POND VOLUME NOT WITHIN THREE (3) PERCENT OF THE DESIGN VOLUME, THE CONTRACTOR WILL BE REQUIRED TO MAKE CORRECTIONS TO THE POND AT NO ADDITIONAL COSTS TO THE OWNER.
4. FIELD DENSITY TESTING FREQUENCIES: ALONE TEST FOR EACH 10,000 SQ. FEET OF FRICTION THEREOF PER LIFT OF SEWER LINE OUTSIDE, MINIMUM 2 TESTS FOR EACH LAYER. ONE TEST FOR EACH 100 SQ. FEET OF FRICTION THEREOF (EACH FILL AND NO AND UNDER STRUCTURES). ONE TEST FOR EACH 5,000 LINEAL FEET OF FRICTION THEREOF PER LIFT OF SEWER. 5 BOTH FILLED IN TRENCH OR PIPE IN THE DETAIL. ONE TEST PER 1,000 SQ. FEET OF PAVEMENT SUBGRADE, MINIMUM OF 2 TESTS.
5. IF IS INTENDED THAT PREASPLIT EXCAVATED MATERIALS CONFORMING TO THE FOLLOWING REQUIREMENTS BE UTILIZED WHEREVER POSSIBLE.
   A. ACCEPTABLE MATERIALS: ANY ITEM OF CLASSIFICATION A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, WITH EXCEPTION OF CLASSIFICATION GC, SC, ML, MH, CL, CH, SL, OR PT UNLESS OTHERWISE EXPRESSED WITHIN THE SOIL AND SUBSURFACE INVESTIGATION REPORTS. NO MORE THAN ONE PERCENT (1%) BY WEIGHT OF MATERIALS SHALL PASS THE NUMBER 200 SIEVE.
   B. UNACCEPTABLE MATERIALS: ANY ITEM OF CLASSIFICATION A-2-4, A-5, A-6, A-7, A-8, WITH EXCEPTION OF CLASSIFICATION GC, SC, ML, MH, CL, CH, SL, OR PT UNLESS OTHERWISE APPROVED WITHIN THE SOIL AND SUBSURFACE INVESTIGATION REPORTS.
6. PROVIDE BARRIERS, WARNING LIGHTS, AND OTHER PROTECTIVE DEVICES AT ALL EXCAVATIONS.
7. SIDEWALKS, RAISED STREETS, AND PAVEMENTS SHALL NOT BE BLOCKED OR OBSTRUCTED BY EXCAVATED OR OTHER FILLS EXCEPT AS AUTHORIZED BY THE ENGINEER IN WRITING OR USE ADEQUATE TEMPORARY PROVISIONS SHALL BE MADE FOR SATISFACTORY TEMPORARY PASSAGE OF PEDESTRIANS AND VEHICLES, MINIMIZE INCONVENIENCE TO PUBLIC TRAFFIC OR TO OTHERWISE ACCEPTING ADJOINING PROPERTY.
8. PUMP OUT FILL AND WATER, WITHOUT ADDITIONAL COMPENSATION, WHERE IT IS BELOW OR ENDANGERS THE PROPERTY OR EXCAVATED PROVIDED TO SUPPORT THE BASES OF THE EXCAVATION, AND TO PREVENT ANY MOVEMENT WHICH MAY DAMAGE ADJACENT PROPERTY, EVENTS OF STRUCTURES DAMAGE OR DELAY THE WORK. OR ENDANGER LIFE AND HEALTH, WHICH JUSTIFIES THE SUPPORTS SHALL BE MAINTAINED, FILLED AND COMPACTED.
9. SHEETING, SHORING, AND BRACING USED FOR THE SUPPORT OF EXCAVATION NEAR OTHER STRUCTURES, DURING PUMPING, AND EXCAVATIONS OVER 25 FEET DEEP SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED BY THE STATE OF FLORIDA.
10. ALL EXCAVATIONS SHALL BE MADE BY OPEN CUT UNLESS OTHERWISE INDICATED. SLOPE SIDES OF TRENCHES IN ACCORDANCE WITH OSHA REQUIREMENTS AND THE RECOMMENDATIONS CONTAINED WITHIN THE PROJECT GEOTECHNICAL REPORT.
11. EXCAVATED TRENCHES TO DEPTH REQUIRED OR REQUIRED FOR INSTALLATION UNDER HIGHWATER TABLES. EVEN EXCAVATE TRENCHES A MINIMUM OF 3 FEET WIDER THAN OUTSIDE DIAMETER OF PIPE OR CONDUIT UNLESS OTHERWISE SPECIFIED SLOPES.
12. EXCEPT AS OTHERWISE INDICATED EXCAVATE FOR PRESSURE PIPING TO A DEPTH OF PIPING A MINIMUM 3 FEET BELOW FINISHED GRADE.
13. TRENCH BOTTOMS AND THE BOTTOMS OF ALL STRUCTURES SHALL BE KEPT DRY, COMPACTED, AND SUITABLE TO A DEPTH OF NOT LESS THAN 6" BELOW THE BOTTOM OF TRENCH OR STRUCTURE.
14. ALL BEDDING, FILL, AND BACKFILL MATERIALS SHALL BE FREE FROM ORGANIC DEBRIS OR FOREIGN MATERIALS. WHERE TRENCH OR EXCAVATIONS LIE WITHIN THE INFLUENCE AREA OF ROADWAYS, STRUCTURES, FOUNDATIONS OR SLABS, PLACE BACKFILL IN LAYERS OF WITHIN LOOSE DEPTH. IN ALL OTHER AREAS PLACE FILL IN LAYERS OF 12 INCH LOOSE DEPTH.
15. MINIMUM DENSITY REQUIREMENT WITHIN EIGHT (8) INCHES OF FINISHED GRADE, BACKFILL AND FILL UNDER AND WITHIN THE INFLUENCE AREA OF ROADWAYS, STRUCTURES, SLABS, FOUNDATIONS, AND PAVEMENT SHALL BE COMPACTED TO NOT LESS THAN NINETY-EIGHT PERCENT (98%) OF MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T-180 METHOD. BACKFILL AND FILL IN LAYERS NOT EXCEEDING EIGHT (8) INCHES IN LOOSE DEPTH. IN ALL OTHER AREAS PLACE FILL IN LAYERS OF 12 INCH LOOSE DEPTH. COMPACT EACH LAYER TO NOT LESS THAN NINETY-FIVE PERCENT (95%) OF MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T-180 METHOD. IN ALL OTHER AREAS COMPACT BACKFILL AND PLACED IN ALL OTHER AREAS TO NOT LESS THAN NINETY PERCENT.

UTILITY SEPARATION REQUIREMENTS

1. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE AND FDEP STANDARDS SHALL BE FOLLOWED FOR ALL PUBLIC UTILITIES.
2. THE HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER, STORM SEWER, AND STORMWATER FORCE MAINS, STORMWATER FORCE MAINS, RECLAIMED WATER MAINS AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
   A. THE OUTSIDE OF WATER MAIN SHALL BE A MINIMUM OF THREE FEET FROM THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, AND SANITARY SEWER AND RECLAIMED WATER MAIN.
   B. THE OUTSIDE OF WATER MAIN SHALL BE A MINIMUM OF 6 FEET FROM THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY SANITARY SEWER AND VACUUM WATER FORCE MAIN. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN THE OUTSIDE OF WATER MAIN AND OUTSIDE OF ANY EXISTING SANITARY SEWERS CAN BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.
   C. THE OUTSIDE OF WATER MAIN SHALL BE A MINIMUM OF TEN FEET FROM ALL PARTS OF ANY EXISTING OR PROPOSED ON-SITE SEWAGE TREATMENT FACILITIES AND PUBLIC POTABLE WELLS. THE MINIMUM SEPARATION SHALL BE INCREASED TO 100 FEET FOR ANY PUBLIC POTABLE WELL SERVING A NON-RESIDENTIAL FACILITY OR SERVING MORE THAN 15 SERVICE CONNECTIONS OR REGULARLY SERVING MORE THAN 25 PERSONS AT LEAST 60 DAYS PER YEAR.
3. THE VERTICAL SEPARATION BETWEEN WATER MAINS AND SANITARY AND STORM SEWER, VACUUM WATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER MAINS SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
   A. WHEREVER POSSIBLE, WATER MAINS SHALL CROSS OVER EXISTING OR PROPOSED GRAVITY SANITARY SEWER, VACUUM TYPE SANITARY SEWER, AND STORM SEWER, AS THE OUTSIDE OF THE WATER MAIN SHALL BE AT LEAST 18 INCHES ABOVE THE TOP OF ANY EXISTING OR PROPOSED GRAVITY SANITARY SEWER, VACUUM TYPE SANITARY SEWER, AND STORM SEWER. WHERE THE WATER MAIN CROSSES UNDER THESE TYPES OF SEWERS, THE WATER MAIN SHALL BE LAID SUCH THAT THE JOINTS ARE AS FAR FROM THE SEWER AS POSSIBLE. WHERE A WATER MAIN CROSSES UNDER A GRAVITY SANITARY SEWER, VACUUM TYPE SANITARY SEWER, OR STORM SEWER, THE WATER MAIN SHALL BE LAID SUCH THAT THE JOINTS ARE AS FAR FROM THE SEWER AS POSSIBLE. WHERE A WATER MAIN CROSSES UNDER A GRAVITY SANITARY SEWER, VACUUM TYPE SANITARY SEWER, OR STORM SEWER, THE WATER MAIN SHALL BE LAID SUCH THAT THE JOINTS ARE AS FAR FROM THE SEWER AS POSSIBLE. AT THE CROSSING, THE PROPOSED PIPE JOINTS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL GRAVITY TYPE SANITARY SEWER, VACUUM TYPE SANITARY SEWER, AND STORM SEWER JOINTS.
   B. WHEREVER POSSIBLE, WATER MAINS SHALL CROSS OVER EXISTING OR PROPOSED RECLAIMED WATER MAINS AS THE OUTSIDE OF WATER MAINS SHALL BE AT LEAST 12 INCHES FROM THE OUTSIDE OF THE EXISTING OR PROPOSED RECLAIMED WATER MAIN. WHETHER THE WATER MAIN CROSSES OVER OR UNDER THE RECLAIMED WATER MAIN, THE WATER MAIN SHALL BE AT LEAST 12 INCHES FROM THE OUTSIDE OF THE EXISTING OR PROPOSED RECLAIMED WATER MAIN. WHERE A WATER MAIN CROSSES UNDER A RECLAIMED WATER MAIN, THE WATER MAIN SHALL BE LAID SUCH THAT THE JOINTS ARE AS FAR FROM THE RECLAIMED WATER MAIN AS POSSIBLE. WHERE A WATER MAIN CROSSES UNDER A RECLAIMED WATER MAIN, THE WATER MAIN SHALL BE LAID SUCH THAT THE JOINTS ARE AS FAR FROM THE RECLAIMED WATER MAIN AS POSSIBLE. AT THE CROSSING, THE PROPOSED PIPE JOINTS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL RECLAIMED WATER MAIN JOINTS. NO STORMWATER FORCE MAIN JOINTS SHALL BE LOCATED WITHIN THREE FEET FROM ANY WATER MAIN JOINTS.
4. WHERE SEPARATION REQUIREMENTS WITHIN THE CITY OF OCOEE DETAIL LISTED CAN NOT BE MET, A LESSER SEPARATION IN ACCORDANCE WITH 62.555.314 MAY BE ALLOWED. FOR SHALL REQUEST AN EXEMPTION TO THE CITY'S SEPARATION REQUIREMENTS IN WRITING.

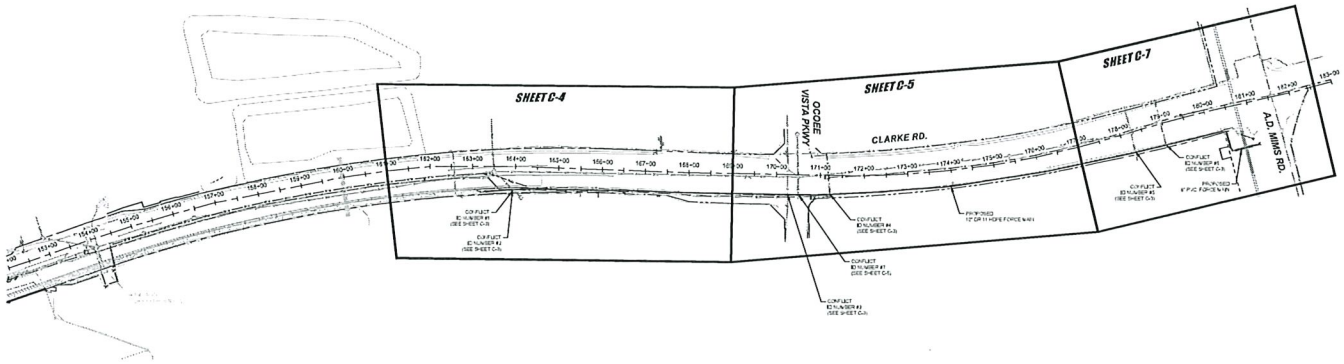
EROSION AND SEDIMENT CONTROLS

1. AN EROSION CONTROL PLAN SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL EXECUTE ALL NECESSARIES NECESSARY TO LIMIT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT TO THE VOLUME AND AMOUNT AS THAT ARE EXISTING PRIOR TO THE COMMENCEMENT OF CONSTRUCTION PERFORMED WITHIN THE PROJECT. IN ORDER TO PREPARE THE INTEGRITY AND CAPACITY OF CHECK AREAS ADJACENT TO AREAS, SLOPE DRAINS, CHECK SYSTEMS, ETC. REQUIRED TO MEET THIS PROVISION THROUGHOUT THE LIFE OF THE CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE HAY BALES, SILT FENCES, TEMPORARY GRASSING, ETC. AS REQUIRED TO FULLY COMPLY WITH THE INTENT OF THIS SPECIFICATION.
   A) SEDIMENT CONTROL MATERIALS
   NOT EXCEPTED MATERIAL SHALL BE STORED PILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.
   B) EXPOSED AREA LIMITATION
   THE EXPOSED AREA OF OPEN, INVERSE-DOUBLE SLOPE (DESIGNED BY CLEARING AND GRUBBING OPERATIONS) OF EACH ATTACK AND FILLING OPERATIONS SHALL BE CONTROLLED SO THAT THE OPERATION WILL NOT STOP SIGNIFICANTLY AFFECT OFF SITE DEPOSIT SEDIMENTS.
   C) INLET PROTECTION
   INLETS AND EXCEPTION ENTRIES SHALL BE PROTECTED FROM SEDIMENT UNDER STORM WATER RUNOFF UNTIL THE COMPLETION OF THE ALL CONSTRUCTION OPERATIONS IN THAT WATERSHED SHALL BE CONTROLLED SO THAT NO SEDIMENT CONTRIBUTE SEDIMENT TO THE INLET.
   D) TEMPORARY SEEDING
   SITES SUBJECT TO CONSTRUCTION OPERATIONS THAT ARE NOT ANTICIPATED TO BE DISTURBED OR FINISHED, GRASSING TREATMENT WITHIN THIRTY (30) DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AND EVENLY COVER DURING THE SEASON IN WHICH IT IS PLANTED. TEMPORARY SEEDING SHALL BE CONTROLLED SO AS TO NOT ALTER OR COMPETE WITH PERMANENT GRASS. THE RATE OF SEEDS OR SHALL BE AS FOLLOWS PER ACRE.
   E) TEMPORARY MULCHING AND NETTING
   SLOPES STEEPER THAN 3:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN ABOVE SHALL ADDITION ALLY RECEIVE MULCHING OF APPROXIMATELY TWO (2) INCHES LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA TO A DEPTH OF FOUR (4) INCHES.
   F) TEMPORARY SODDING
   SOD SHALL BE PLACED AND ROLLED AND MULCHED SHALL BE PULLED AND WATERED AS REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER.
   G) TEMPORARY RESEEDING
   IF, AFTER 60 DAY

CONFLICT CROSSING TABLE				
ID NUMBER	PLAN SHEET No.	BOTTOM OF EXISTING PIPE ELEVATION	TOP OF NEW FORCE PIPE ELEVATION	SEPARATION
1	C-4	84.82 (PVC)	79.82	5.00
2	C-4	81.75 (D.I.)	76.82	4.93
3	C-5	84.2 (VCP)	80.70	6.3
4	C-5	91.21 (PVC)	87.35	4.22
5	C-5	113.83 (D.I.)	111.61	2.22
6	C-5	107.36 (D.I.)	101.87	5.49
7	C-5	97.21 (D.I.)	93.78	3.43

LEGEND

- EXISTING BURIED WATER
- EXISTING BURIED RECLAIMED WATER
- EXISTING GRAVITY SANITARY SEWER
- EXISTING BURIED FORCE MAIN TO BE ABANDONED IN PLACE
- EXISTING FORCE MAIN
- EXISTING BURIED TV
- EXISTING BURIED ELECTRIC
- EXISTING BURIED TRAFFIC ELECTRICAL
- EXISTING BURIED TELECOM
- EXISTING BURIED FIBER OPTIC
- PROPOSED FORCE MAIN
- PROPOSED DIRECTIONAL FORCE MAIN
- RIGHT OF WAY
- EXISTING WATER VALVE
- EXISTING BACK FLOW PREVENTER
- EXISTING FIRE HYDRANT



No.	Date	Revision	No.	Date	Revision
1			1		
2			2		
3			3		
4			4		

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Plans Prepared By: CPH CONSULTING, LLC, A Full Service A & E Firm

ROBERT J. MCCLOSKEY, P.E. P.E. LIC. # 51871

Designed by	MEP
Drawn by	GCM
Checked by	RMG
Date	3/2023
Job No.	05025

City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

KEY SHEET

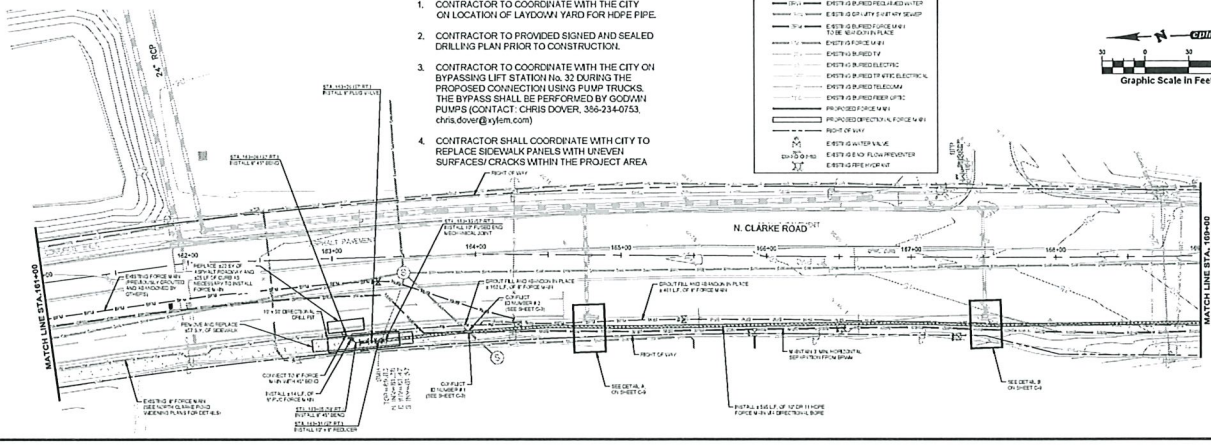
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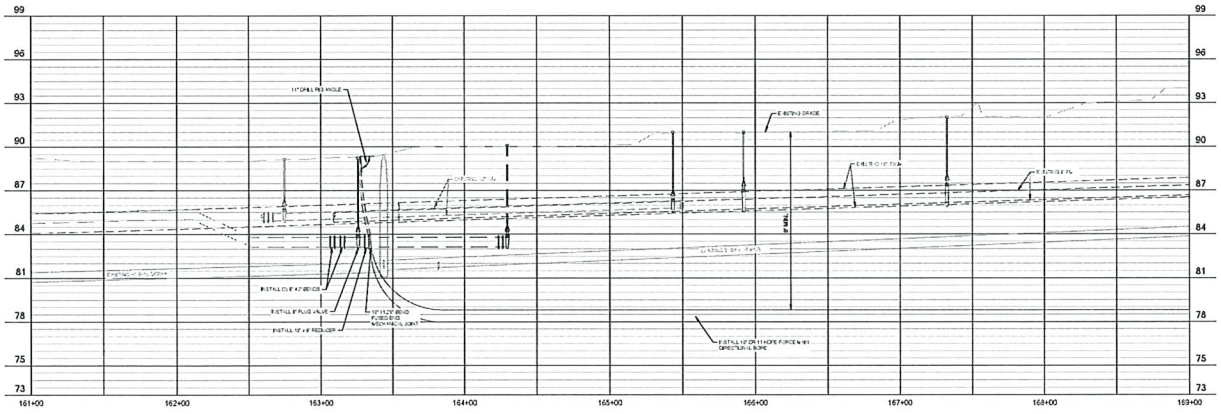
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NOTES:
1. CONTRACTOR TO COORDINATE WITH THE CITY ON LOCATION OF LAYDOWN YARD FOR HDPE PIPE.
2. CONTRACTOR TO PROVIDED SIGNED AND SEALED DRILLING PLAN PRIOR TO CONSTRUCTION.
3. CONTRACTOR TO COORDINATE WITH THE CITY ON BYPASSING LIFT STATION No. 32 DURING THE PROPOSED CONNECTION USING PUMP TRUCKS. THE BYPASS SHALL BE PERFORMED BY GODWIN PUMPS (CONTACT: CHRIS DOVER, 386-234-0753, chris.dover@xylem.com)
4. CONTRACTOR SHALL COORDINATE WITH CITY TO REPLACE SIDEWALK PANELS WITH UNEVEN SURFACES/ CRACKS WITHIN THE PROJECT AREA

LEGEND

Graphic Scale In Feet





No	Date	Revision	No	Date	Revision
A			A		
A			A		
A			A		
A			A		

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Plans Prepared by: CPH CONSULTING, LLC, A Full Service A & E Firm
State of Florida Licenses: Engineer No. 87747, Architect No. AA26000838, Landscape No. LC0000298

Designed by: MEP
Drawn by: GCM
Checked by: RMG
Date: 3/2025
Job No.: 04825

City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

PLAN AND PROFILE
STA.161+00 TO STA. 169+00

Sheet No. C-4

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NOTES:

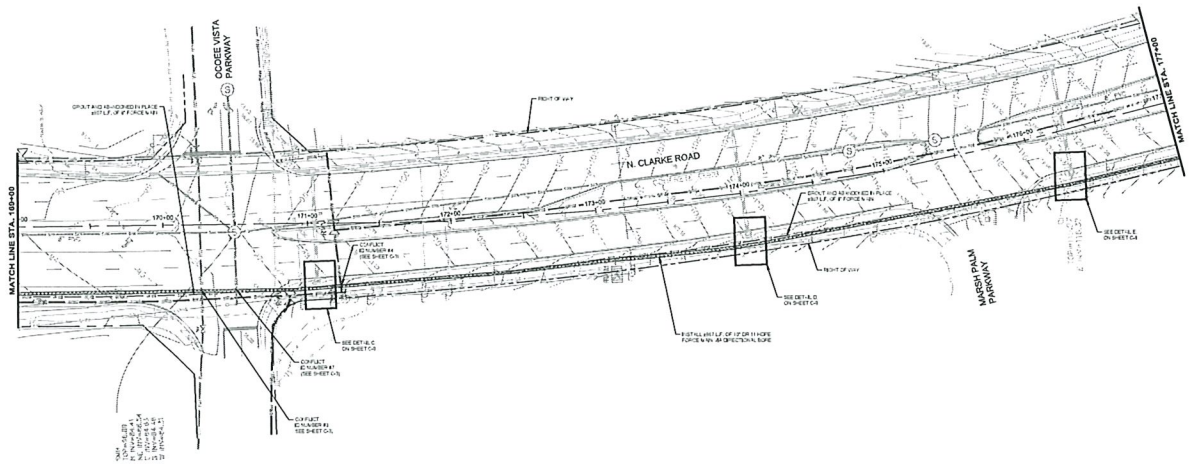
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LEGEND

- EXISTING BURIED WATER
- EXISTING BURIED RECLAIMED WATER
- EXISTING GRAVITY SANITARY SEWER
- EXISTING BURIED FORCE MAIN TO BE ABANDONED IN PLACE
- EXISTING FORCE MAIN
- EXISTING BURIED TV
- EXISTING BURIED ELECTRIC
- EXISTING BURIED TRAFFIC ELECTRICAL
- EXISTING BURIED TELECOM
- EXISTING BURIED FIBER OPTIC
- PROPOSED FORCE MAIN
- PROPOSED DIRECTIONAL FORCE MAIN
- RIGHT-OF-WAY
- EXISTING WATER VALVE
- EXISTING BACK FLOW PREVENTER
- EXISTING FIRE HYDRANT

N

Graphic Scale in Feet
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No	Date	Revision
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No	Date	Revision
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ROBERTO M. GONZALEZ P.E., P.E. LIC. # 54175

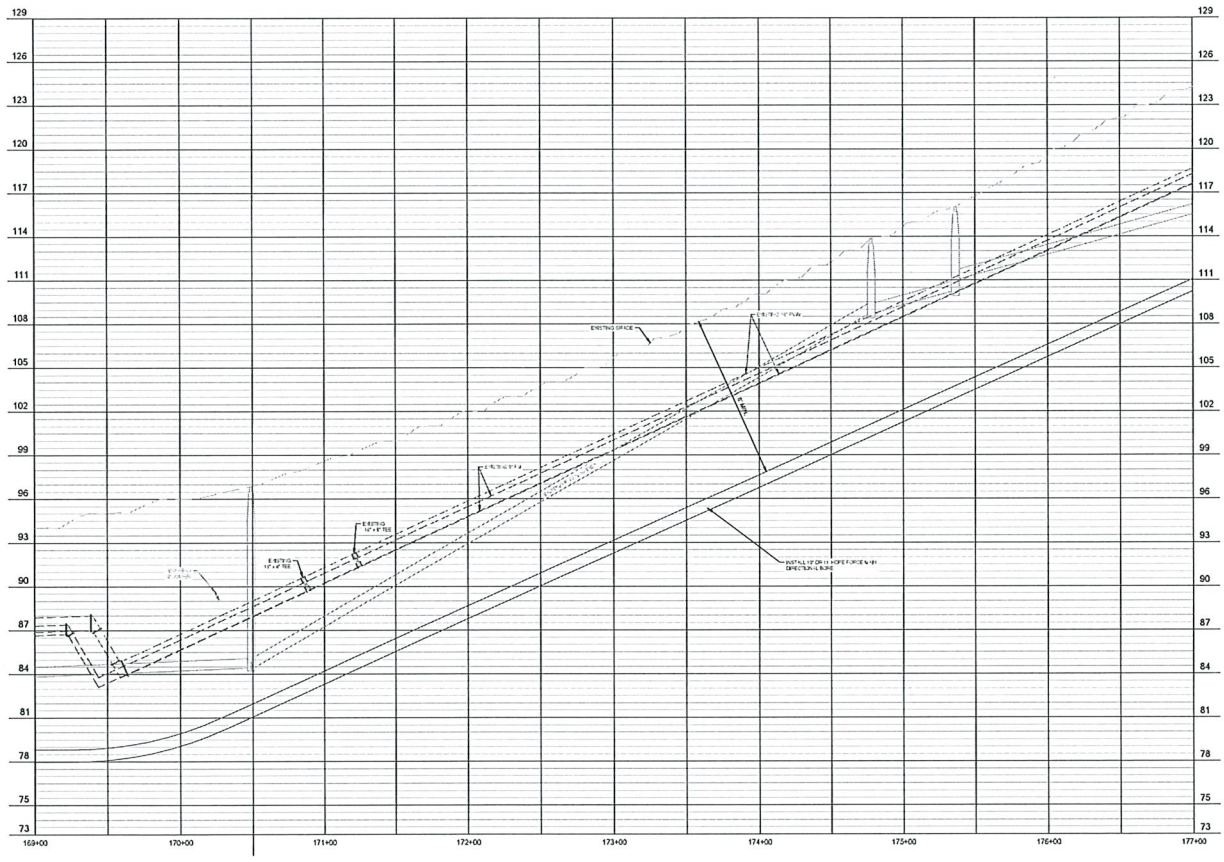
Designed by	MEP
Drawn by	GCM
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Date	3/2025
Job No.	06025

City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

PLAN
STA.169+00 TO STA.177+00

Sheet No. C-5

100% SUBMITTAL



No	Date	Revision
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No	Date	Revision
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CPH ENGINEERING, LLC
A Full Service A & E Firm

PUBERTO N. VIEGO GONZALEZ, P.E.
P.E. LIC. # 54175

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Drawn by	GCM
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Date	3/2025
Job No.	0622S

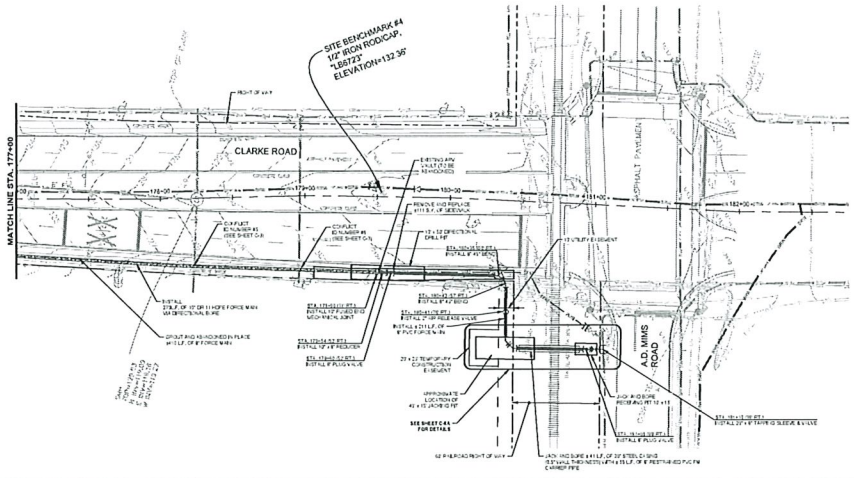
City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

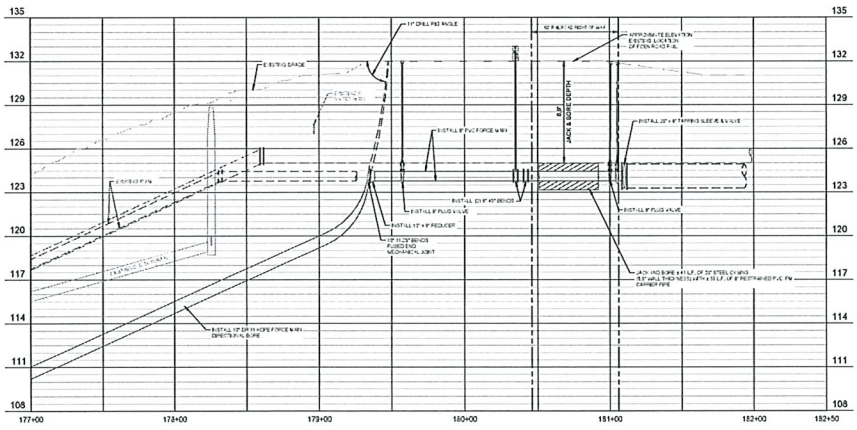
PROFILE
STA.169+00 TO STA.177+00

Sheet No.
C-6

100% SUBMITTAL







NOTES:

1. CONTRACTOR TO COORDINATE WITH THE CITY ON LOCATION OF LAYDOWN YARD FOR HDPE PIPE.
2. CONTRACTOR TO PROVIDED SIGNED AND SEALED DRILLING PLAN PRIOR TO CONSTRUCTION.
3. CONTRACTOR TO COORDINATE WITH THE CITY ON BYPASSING LIFT STATION No. 32 DURING THE PROPOSED CONNECTION USING PUMP TRUCKS.
4. CONTRACTOR SHALL COORDINATE WITH CITY TO REPLACE SIDEWALK PANELS WITH UNEVEN SURFACES/ CRACKS WITHIN THE PROJECT AREA
5. SEE DETAIL FOR CITY STANDARD AIR RELEASE VAULT.
6. CONTRACTOR TO PROVIDE TEMPORARY BYPASS (APPROVED BY THE CITY) AS NECESSARY TO INSTALL FORCE MAIN BETWEEN STA 179+50 AND STA 180+50.
7. CONTRACTOR TO INSTALL 45° ROOT BARRIER FOR LOCATION WHERE EXISTING LANDSCAPE IS CLOSE TO THE PROPOSED FORCE MAIN.
8. CONTRACTOR TO CLEAR AND GRUB EASEMENT AREA AS NECESSARY TO INSTALL FORCE MAIN.

No	Date	Revision	No	Date	Revision
1			1		
2			2		
3			3		
4			4		

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ROBERT V. MACIAS GONZALEZ P.E.
P.E. LIC. # 54475

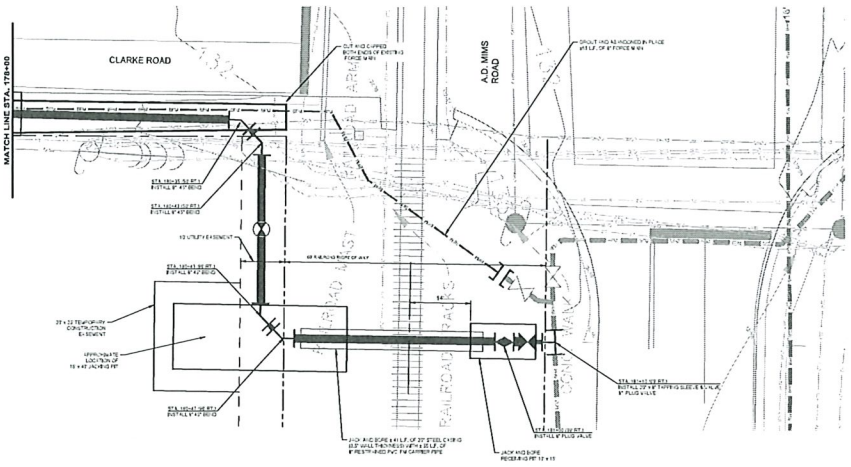
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Checked by	RMG
Date	3/2025
Job No.	04025

City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

PLAN AND PROFILE
STA.177+00 TO STA.182+50

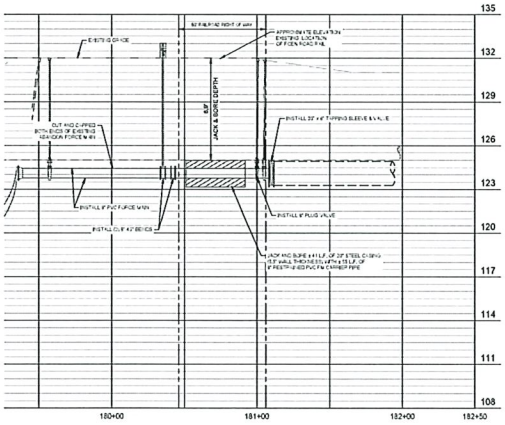
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100% SUBMITTAL



NOTES:

1. CONTRACTOR TO COORDINATE WITH THE CITY ON LOCATION OF LAYDOWN YARD FOR HDPE PIPE.
2. CONTRACTOR TO PROVIDED SIGNED AND SEALED DRILLING PLAN PRIOR TO CONSTRUCTION.
3. CONTRACTOR TO COORDINATE WITH THE CITY ON BYPASSING LIFT STATION No. 32 DURING THE PROPOSED CONNECTION USING PUMP TRUCKS. THE BYPASS SHALL BE PERFORMED BY GOODWIN PUMPS (CONTACT: CHRIS DOVER, 386-234-0753, chris.dover@xylem.com)
4. CONTRACTOR SHALL COORDINATE WITH CITY TO REPLACE SIDEWALK PANELS WITH UNEVEN SURFACES/ CRACKS WITHIN THE PROJECT AREA
5. REFER TO ENGINEERING SPECIFICATIONS IN THE APPLICATION PACKAGE FOR ADDITIONAL INFORMATION AND GUIDANCE.
6. FOR JACK AND BORE INSTALLATIONS "THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE."
7. LOCATE CSX'S SIGNAL FACILITIES AND /OR WARNING DEVICES AT PROPOSED FACILITY CROSSING LOCATION, I.E. CANTILEVERS, FLASHERS, GATES AND SHOW CLEARANCES.
8. CASING PIPE ENDS MUST BE SEALED.
9. MINIMUM ALLOWABLE VERTICAL DISTANCE CSX RAIL IS 5.5 FT.
10. MINIMUM YIELD POINT STRENGTH OF 35,000 PSI ASTM A 252 GRADE 2 OF ASTM A 139 GRADE B, 0.344" WALL THICKNESS.
11. CONTRACTOR TO COORDINATE WITH PROPERTY OWNER FOR TEMPORARY CONSTRUCTION EASEMENT FOR JACK AND BORE.



CSXT Pipeline Spec. Reference	PIPELINE CONTENT DETAILS		
	Commodity Description	Sanitary Sewer Force Main	
	Maximum Operating Pressure	75 PSI	
	Is commodity flammable	☐ Yes ☒ No	
	CARRIER/Casing PIPE DETAILS		
		Carrier Pipe	Casing Pipe
	Pipe Material	PVC	Steel
	Material Specifications & Grade	DR-18	ASTM A252 or ASTM A139
	Specified Minimum Yield Strength	4,000	35,000 PSI
	Nominal Pipe Outside Diameter (Inches)	8.25	20
	Wall Thickness (Inches)	0.500	0.344"
	Type of Joints	N/A	N/A
	Type of Joints	Restrained	Welded
	Tunnel Liner Plates Required	☐ Yes ☐ No	
	Cathodic Protection	☐ Yes ☐ No	Type:
	Protective Coating	☐ Yes ☐ No	Type:
	Temp. Track Support of Pipeline Req.	☐ Yes ☐ No	Mark Direction & Show on Dwg.

No.	Date	Revision	No.	Date	Revision
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3			3		
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ROBERTS N. HICKS ECHEVERRIA P.E., P.E. LIC. # 54475

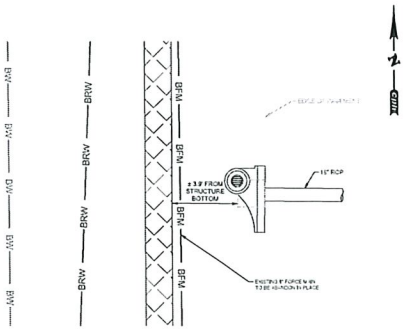
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Checked by	RNG
Date	1/2025
Job No.	06025

City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

RAILROAD CROSSING

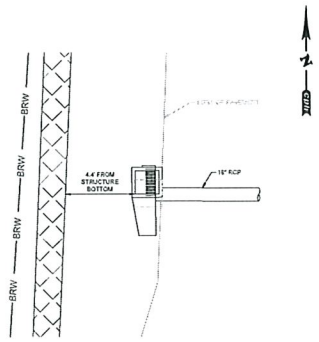
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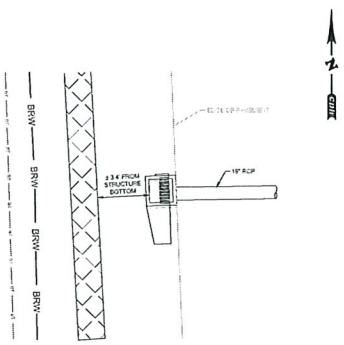
AT STA. 164+77

DETAIL - A



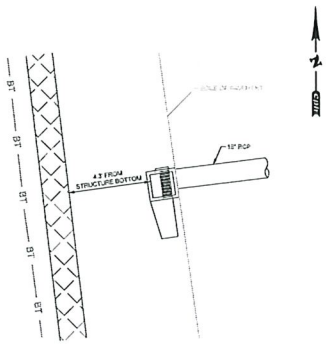
AT STA. 167+50

DETAIL - B



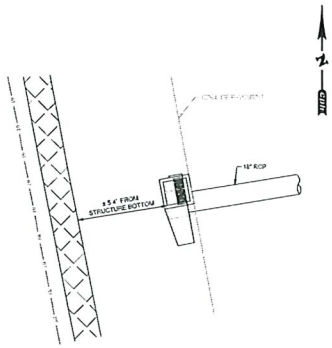
AT STA. 171+00

DETAIL - C



AT STA. 174+00

DETAIL - D



AT STA. 176+24

DETAIL - E

LEGEND

EXISTING STORM WATER INLETS
EXISTING BURIED WATER
EXISTING BURIED RECLAIMED WATER
EXISTING BURIED FORCE MAIN TO BE ABANDONED IN PLACE
EXISTING BURIED TELECOM
PROPOSED FORCE MAIN
PROPOSED DIRECTIONAL FORCE MAIN

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1			1		
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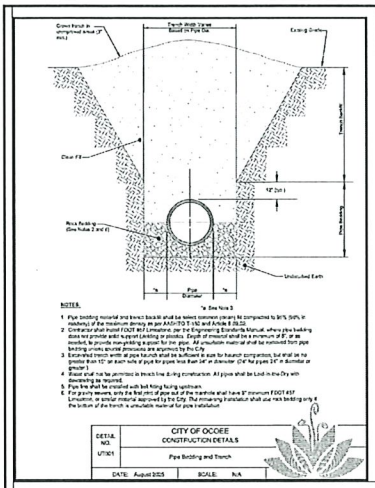
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Drawn by: SCM
Checked by: RMG
Date: 3/2025
Job No.: 24225

City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

DETAILS

Sheet No.
C-9

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NOTES:

1. Pipe bedding material and trench backfill shall be select common clean fill compacted to 98% (min.) maximum) of the maximum density as per AASHTO T 180 and Article 8.09.02.
2. Contractor shall install FDOT #57 Limestone, per the Engineering Standards Manual, where pipe bedding does not provide adequate support (existing or possible). Depth of removal shall be a minimum of 6", or as needed, to provide new bedding support for the pipe. All unsuitable material shall be removed from pipe trench prior to work proceeding and replaced with bedding material.
3. Trench width at the springline of the pipe shall be sufficient to allow for hand compaction, but shall be no greater than 12" on each side of pipe for pipes less than 24" in diameter (24" for pipes 24" in diameter or greater).
4. Blasting shall not be permitted in trench line during construction. All pipes shall be laid in the Dry with dewatering as required.
5. Pipe line shall be installed with bell facing facing upstream.
6. For gravity sewers, only the first joint of pipe out of the manhole shall have 3" minimum FDOT #57 Limestone, or similar material approved by the City, this remaining thickness shall use rock bedding only if the bottom of the trench is unsuitable material for pipe installation.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT101	Pipe Bedding and Trench
DATE: August 2025	SCALE: N/A

PVC/HDPE Restraint Table							
Minimum Length (FT) to be Restrained on each side of Fitting (a)							
Fittings	Pipe Size						
	4"	6"	8"	12"	16"	20"	24"
90° Bend	25	35	44	62	79	94	107
45° Bend	11	15	19	26	33	39	45
22 1/2° Bend	10	10	10	13	16	18	22
11 1/4° Bend	10	10	10	10	10	10	11
Plug, Branch, or Free Dead End	59	86	110	157	193	234	121
In Line Gate Valve, Line Stop	30	43	55	79	102	124	150

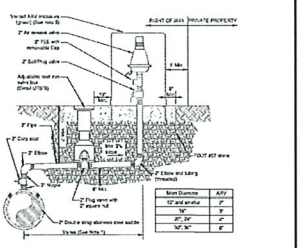
NOTES:

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 across otherwise indicated.
3. No restraint required if continuous pipe length to fitting is greater than value provided in "Restraint Table" above.
4. Where two or more fittings are laid in line, one gripped restraint length for coverage.
5. For 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 procedure 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: 3
   Depth of Cover: 3 FT
   Safety Factor: 1.5

7. 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.
8. 90° bends shall not be used unless approved by the City.
9. Restraining requirements apply to both existing and proposed mains.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT104	PVC/HDPE Pipe Restraint Table
DATE: August 2025	SCALE: N/A

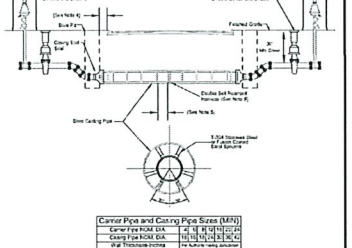


Main Diameter	ARV
12" and smaller	2"
16"	3"
20", 24"	4"
30", 36"	6"

NOTES:

1. Gate Isolation Valve shall meet Air Combination Air Release and Surge Protection Release valve.
2. Connection shall be flanged or mechanical joint (clear to the right of way or easement and clear of connection material) as required by the City for the application.
3. Arrow 'valve' size as 4 if 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 tested in 2nd Distinct Shall be age where specified otherwise.
5. Valve enclosure shall have a Non-Vacuum Valve Body, ARI D-202 or D-301.
6. The enclosure shall be Vision Plus Polyethylene Model 1730-30 or 36-20 or approved equal with sensor proof locking device and arrow 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
UT107	Gas Release Valve Wastewater
DATE: June 2021	SCALE: N/A



Carrier Pipe and Casing Pipe Sizes (MIN)						
Carrier Pipe NOM. DIA	4"	6"	8"	10"	12"	16"
Casing Pipe NOM. DIA	10"	12"	14"	16"	18"	24"
Wall Thickness (inches)	As required by manufacturer					

NOTES:

1. Requirements of other jurisdictions shall be met. When construction is within FDOT jurisdiction, additional requirements of the "FDOT Utility Accommodation Guide" shall be met.
2. Casing systems, as specified in the Engineering Standards Manual, are required by the City.
3. Larger casing shall be required for pipe joints with bells or couplings.
4. Casing shall extend 5 feet beyond the edge of pavement, or west FDOT requirements, whichever is greater. Terminate casing at right angle for direct bored.
5. Distance between spacers to be per manufacturer's specifications, or min of 6-ft, whichever is more stringent.
6. All bells within the casings are to be restrained per the City's AML and ESM.
7. PVC Pipe in casing shall have a Double Mechanical Bell Restraint Harness per joint across rods are routine noted to preclude over-homing the joint during installation. Bell restraint joint restraint time is less on each side of bell to allow for proper nut installation and prevent both over-homing and bell separation.
8. Ductile Iron Pipe shall be internal push-on restrained.
9. Casing spacers shall be a maximum of 24' from PVC Pipe Double Mechanical Bell Restraint Harness

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT108	Boring and Jacking
DATE: August 2025	SCALE: N/A

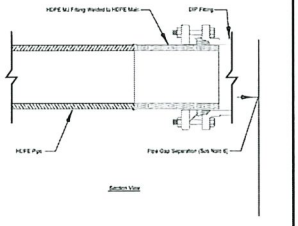
Pipes/Mains Separation Requirement Table (See Note 11 for Structure)									
	Potable		Reclaimed		Sanitary Sewer		Storm Sewer		Structural
	Horz.	Vert.	Horz.	Vert.	Horz.	Vert.	Horz.	Vert.	Horz.
Potable	1'	6"	3'	12"	10'	18"	3'	18"	10'
Reclaimed	3'	12"	1'	6"	3'	12"	3'	12"	10'
Sanitary Sewer	10'	18"	3'	12"	1'	6"	3'	12"	10'
Storm Sewer	3'	18"	3'	12"	3'	12"	1'	6"	10'

Joint Spacing Requirement Table (See Note 2)					
	Potable	Reclaimed	Sanitary Sewer	Storm Sewer	Structure
Potable	3	3	6	3	10

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 length of 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 separations 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.B.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. Comparable types of reuse water, not meeting public contact levels, shall be considered new arrangement and the requirement for the 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, unless given written approval by the City.
9. All utilities shall be buried bed with 36" of cover over the crest of pipe. Cover shall be measured with current or future grading to ensure the 36" cover rule.
10. No potable water pipe may pass through a sanitary sewer structure. Penetration through storm sewer structures will be allowed by the City on a case by case basis and must be approved by the City.
11. Structural shall refer to foundations, walls, etc. Additional separation shall be required by the City for construction of, including, but not limited to, tree trees, multi-story commercial buildings, superstructures, embankments, retaining walls, bridges, railroads, high voltage transmission mains, gas mains, etc.

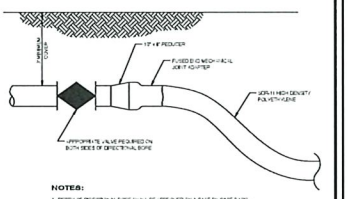
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT013	Pipe Separation Requirement Table
DATE: August 2025	SCALE: N/A



NOTES:

1. Shall be designed per ASTM F1962-11.
2. The detail shall be used when connecting directional drilled sections of mains together using valves, a tee, flange, or appurtenances.
3. The detail is limited to the use of 4" to 20" mains.
4. In cases where directional drill main must be offset by short bury of a portion of the main, contractor may elect to use a Prefabricated End for both connections.
5. Spool piece for fittings or around main offsets may use alternative approved main material. Gap between mains when connecting with a sleeve shall be no greater than 3.0".
6. The information and requirements in this detail are for directional drill connections only. For other connections refer to other City details.
7. Isolation valves shall be designed and installed at both ends of the directional drill.
8. Entire directional drill to be shown in plan view and profile view on construction plan.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT014	Directional Drill HDPE Connection
DATE: August 2025	SCALE: N/A

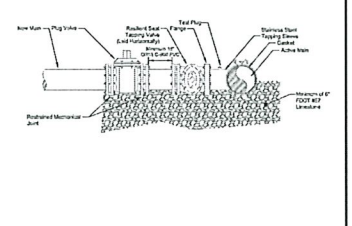


NOTES:

1. DEPTH OF DIRECTIONAL BORE SHALL BE APPROVED ON A CASE BY CASE BASIS.
2. CONTRACTOR MUST COMPLY WITH ALL APPLICABLE FDOT, DEP, NFPA, AND WATER MANAGEMENT DISTRICT REQUIREMENTS.

DIRECTIONAL BORE DETAIL

SCALE: NONE



NOTES:

1. All Sleeves and Valves shall be water tested before tap.
2. For Valve Box and Cover, see City of Ocoee Detail UT305 "Valve Box and Cover" Detail
3. Upon completion of the sewer tap, the tapping sleeve, tapping valve and plug valve to be supported by FDOT #57 Limestone.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT107	Stainless Steel Tapping Saddle and Plug Valve Assembly Wastewater
DATE: August 2025	SCALE: N/A

No.	Date	Revision	No.	Date	Revision
1			1		
2			2		
3			3		
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PUBERTO N. HICKS GONZALEZ P.E. P.E. LIC. # 51871

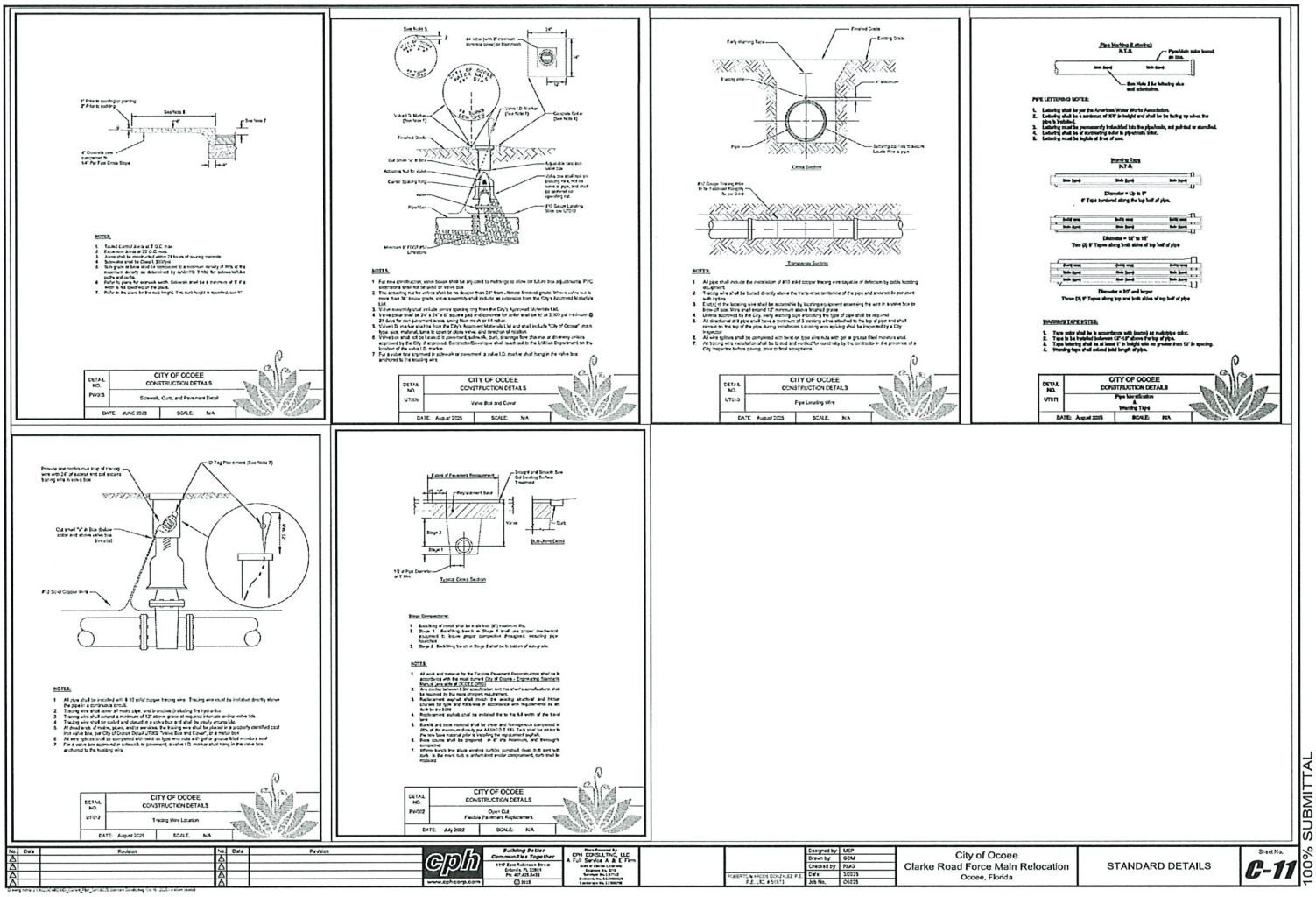
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Drawn by:	SCM
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Job No.	04025

City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

STANDARD DETAILS

Sheet No. C-10

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PHILIPPE N. HICKS GONZALEZ P.E., P.E. LIC. # 51871

Designed by	MEP
Drawn by	GCM
Checked by	PNG
Date	3.2025
Job No.	04225

City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

STANDARD DETAILS

Sheet No. C-11

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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

May 27, 2026

ADDENDUM NO. TWO (2)
CITY OF OCOEE
ITB #26-006 Clarke Road Force Main Relocation

This addendum shall modify and become a part of the original ITB Documents for ITB #26-006. This addendum consists of fifteen (15) 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 Table of Contents

- **The revised Table of Contents is attached to this addendum.**

2. Revised Section 00500: Contract for Construction

- **The revised Contract for Construction is attached to this Addendum. Federal requirements language has been removed, as those provisions are not applicable to this project.**

Alexis Chentouf
Alexis Chentouf
Purchasing Technician

cc: Jen Bolling, Utilities Director

Attachments:

Revised Table of Contents

Revised Section 00500: Contract for Construction

CITY OF OCOEE

ITB #26-006
Clarke Road Force Main Relocation

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**** Submit with Proposal***

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SECTION 00500
CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the _____ day of _____, 20___, by and between the **City of Ocoee**, 1 N. Bluford Avenue, Ocoee, FL 34761, a municipal corporation, hereinafter called Owner, and _____, _____ corporation, hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The work is generally described as follows:

Clarke Road Force
Main Relocation
ITB #26-006

General Scope of Work:

The project will consist of, but is not limited to, the following:

A. The project consists of the installation of approximately 225 lineal feet (LF) of 8-inch Polyvinyl Chloride (PVC) force main by open-cut installation, 1,610 LF of 10-inch High-Density Polyethylene (HDPE) force main by directional drill installation, and 41 LF of 20-inch steel casing by Jack and Bore installation under Florida Central Railroad (FCEN) right-of way. Installation also includes connections to existing force mains, valves, fittings, pressure testing, bypass pumping, pipe grouting and abandoning, open cut and restoration of roadway, driveways, curb, sodding, seeding and other restoration as may be required.

B. All work must be in compliance with the City of Ocoee Engineering Standards Manual. 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 force mains.

All work is to be conducted and in accordance with the specifications within the Bidding Documents

ARTICLE 2. ENGINEER

The Project has been designed by CPH; however, the City Utilities Director (within here and other references in the contract documents as "Engineer") or her designee is to act as Owner's representative, assume all duties and responsibilities of the project engineer, and Clarke Road Force Main Relocation have the rights and authority assigned Director in the Contract Documents in connection with completion of the work.

ARTICLE 3. CONTRACT TIME

3.1 The work shall be substantially complete within **One Hundred and Eighty days (180) calendar days**. The entire work shall be complete and ready for its intended use, including final dressing and cleanup, within **Two Hundred and Ten (210) calendar days**. All time periods begin from the effective date of the Notice to Proceed, as provided in paragraph 2.03 of the General Conditions (Commencement of Contract Time; Notice to Proceed).

In accordance with Florida Statutes Section §218.735, within 30 calendar days, or 45 days if over $10 million construction cost, of reaching substantial completion of the construction services, the Owner and Contractor shall work together to develop the single list of items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable the construction services purchased by the Owner. See also General Conditions Section 710, and Section 5 of the Contract, Payment Procedures.

3.2 Placing of permanent pavement markings on all final asphaltic concrete surfaces, if applicable, shall not be accomplished before thirty (30) calendar days have elapsed after placement of the final surfaces. The charging of Contract Time will be suspended during the thirty (30) calendar-day period provided the work is considered to be Substantially Complete, as provided in paragraph 3.1 above. The charging of Contract Time will resume on the 31st day.

3.3 Contractor recognizes that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not completed within the times as specified, plus any extensions thereof allowed in accordance with the General and Supplementary Conditions. Contractor acknowledges that proving the actual loss and damages suffered by Owner if the work is not completed on time is impracticable and not susceptible to exact calculation. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty) Contractor shall pay to Owner for work not completed as specified paragraph 3.1 the following:

Substantial Completion: Two Hundred Dollars ($200.00) for each day
Entire Completion: Two Hundred and Fifty Dollars ($250.00) for each day
Note: Each Day(s) in this section shall be referred to as calendar day(s)

3.4 In addition to the liquidated damages, there shall be additional incidental damages paid by Contractor to the Owner for failure to timely complete the work. These may include, but not be limited to, delay damage settlements or awards owed by Owner to others,

inspection and engineering services, interest and bond expense, delay penalties, fines or penalties imposed by regulatory agencies, contract damages, and professional fees (including attorneys' fees) incurred by Owner in connection with Contractor's failure to timely complete the work.

3.5 In addition to liquidated damages and incidental damages arising from Contractor's failure to perform the work, Contractor may be required to repay Owner for the cost of corrective actions undertaken by Owner to resolve construction defects. Such corrective actions include, but are not limited to, restoration of damaged areas, clearing of reclaimed water customer facilities to remove construction debris, repair and replacement of damaged reclaimed water customer equipment, and emergency repairs to the reclaimed water distribution system during the one-year warranty period.

3.6 Suspension of Work and Termination as stated in Article 15 of the General Conditions.

ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the Bid Form (Contract Total Bid Amount):

_____

_____

, which is incorporated herein and made a part hereof by this reference.

4.2 Contractor agrees that the Contract Price is a stipulated sum except with regard to those items in the bid which are subject to unit prices and agrees to perform all of the work as described in the Contract Documents, subject to additions and deductions by Change Order, and comply with the terms therein for the Bid stated in the attached Bid Form.

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit applications for payment in accordance with Article 14 of the General Conditions. Applications for payment will be processed by Engineer, as provided in the General Conditions.

5.1 Progress Payments. In accordance with Section §218.735 Florida Statutes, Owner shall make progress payments on account of the Contract Price on the basis of Contractor's properly submitted and approved Applications for Payment, as recommended by Engineer, not later than the Twenty-fifth (25^{th}) business day after the date on which the properly submitted Application for Payment is initially received by Owner. All such progress payments will be on the basis of the progress of the work measured by the Schedule of Values established in paragraph 2.07 of the General Conditions (Initial Acceptance of Schedules) (and in the case of Unit Price, work based on the number of units completed) and included in Contractor's qualifications submittals.

5.1.1 Owner shall submit a monthly Certificate of payment based on the provided Paid to Date Summary may withhold, in accordance with the Division 1: General Conditions (Progress Payments).

5.1.2 Progress payments shall be equal to ninety-five percent (95%) of the value of work completed to date and Ongoing Stored Material Allowance as defined in Section 01025 Measurement and Payment, to include materials and equipment not incorporated into the work but delivered and suitably stored and accompanied by documentation satisfactory to Owner, with the remaining five percent 5% of the work being retainage.

5.1.3 Retainage shall be five (5) percent of work to date based on the progress payment, including all change orders,

5.2 Final Payment - Within 20 business days after the list is created, upon receipt of a proper invoice or Application for Payment, the Owner shall pay the contractor the remaining contract balance that includes all retainage previously withheld by the Owner less an amount equal to 150 percent of the estimated cost to complete the items on the list, less any liquidated damages. Upon completion of all items on the list, the contractor may submit a payment request for the amount withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the local governmental entity may continue to withhold up to 150 percent of the total costs to complete such items. If the Owner has provided written notice to the contractor specifying the failure of the contractor to meet contract requirements in the development of the list of items to be completed, the Owner must pay the contractor the remaining balance of the contract, less any items in dispute, less an amount equal to 150 percent of the estimated cost to complete the items that the local governmental entity intended to include on the list.

ARTICLE 6. INTEREST

All monies not paid when due shall bear interest at the rate set in accordance with Chapter 218, Part VII, the Local Government Payment Act.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishings of the work.

7.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work.

7.4 Contractor 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 or subsurface structures at or contiguous to the site (except Underground Facilities) that are identified in Section 00200 "Information Available to Bidders".

7.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional 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 costs, 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 Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.6 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work as indicated in the Contract Documents.

7.7 Contractor has correlated the information known to Contractor, 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 data with the Contract Documents.

7.8 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

7.9 Contractor shall perform work with a value of not less than thirty percent (30%) of the Contract Price with his own forces.

7.10 **Warranty**. Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed; be free from all faults, defects or errors; and be of the highest quality. If Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from expiration date of this Agreement, Contractor shall, at City's option, either redo such portions of the Work to correct such fault, defect or error, at no additional cost to City; or refund to City the amount paid by City which is

attributable to such portions of the faulty, defective or erroneous Work, including the costs for obtaining another Contractor to redo the Work.

ALL MATERIALS AND SERVICES PROVIDED BY CONTRACTOR, SHALL BE MERCHANTABLE AND FIT FOR THE PURPOSES INTENDED.

CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the work, are attached to this Agreement, made a part hereof, and consist of the following:

8.1 Contract for Construction (Section 00500).

8.2 Exhibits to this Scope of work Agreement (if any).

8.3 Performance Bond, Statutory Payment Bonds and Certificates of Insurance (Sections 00610, 00620 and 00650, respectively).

8.4 Notice of Award and Notice to Proceed.

8.5 General Conditions (Section 00710 - NSPE - ACEC Document 1910-8 (1996 Edition), as modified and supplemented.

8.6 Supplementary Conditions (Section 00800) (If Applicable).

8.7 Specific Technical Specifications.

8.9 Contract Documents bearing the general title **"Clarke Road Force Main Relocation ITB #26-006"** consisting of Divisions 0 through 3 and Appendix A, as listed in the Table of Contents thereof, including the Invitation to Bid (Section 00020) and Instructions to Bidders (Section 00100).

8.10 Drawings consisting of a cover sheet and the sheets bearing the following general title:

CITY OF OCOEE
Clarke Road Force Main Relocation

8.11 Addenda numbers ___ to ___, inclusive.

8.12 Contractor's Bid (Section 00300) including all required forms.

8.13 Documentation submitted by Contractor prior to Notice of Intent to Award.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented, as provided in paragraphs 3.04 of the General Conditions.

ARTICLE 9. TERMINATION

9.1 **Termination for Cause.** If Contractor fails or neglects to perform a material obligation under this Agreement the City shall provide written notice to the Contractor that the Contractor is in default and that City intends to terminate this Agreement if the default(s) are not cured. If the Contractor fails to cure the default(s) or, if such default(s) cannot practicably be cured within five (5) days and Contractor fails to diligently commence to correct the default(s), then the City may, without prejudice to any other remedy, cure such default(s) and/or rectify such deficiencies and charge the Contractor the reasonable cost thereof; or, at the City's option, may terminate this Agreement. In the event of such termination for cause the Contractor shall turn over to the City all documents, materials, plans, specifications, manuals, records, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other things or electronic data that relate to or concern the work performed by the Contractor under this Agreement. If it is later determined that the City's termination for cause under this Agreement was improper or not justified, then the parties agree that the termination of the Contractor shall be deemed and treated as a termination for convenience and, the Contractor's sole and exclusive remedy shall be to receive compensation in the same manner as prescribed for a termination for convenience.

9.2 **Termination for Convenience**. The City may terminate this Agreement at any time solely for its convenience by providing the Contractor with thirty (30) days written notice. In the event of such a termination by the City for convenience, the City shall be shall pay for all Work properly performed prior to the effective date of the termination and for all materials, supplies and services, which were reasonably utilized to perform the Work through the effective date of the termination for convenience and other normal and reasonable costs incurred by the Contractor that are caused by or reasonably arise out of the termination for convenience.

ARTICLE 10. MISCELLANEOUS

10.1 Terms used in this Agreement that are defined in Article 1 (Definitions) of the General Conditions shall have the meanings indicated in the General Conditions, as may be modified in the Supplementary Conditions.

10.2 No assignment by a party hereto of any rights under, or interests in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment

will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

10.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 Chapter 558, Florida Statutes: The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement.

10.5 Waiver of Jury Trial; Legal Costs. It is mutually agreed by and between the Contract and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. The parties further agree that the sole and exclusive venue for any action to enforce this agreement shall be in The Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

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

10.7 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.8 To the degree records are not exempt or confidential under Florida's Public Records law, Contractor agrees to comply with Chapter 119, Florida Statutes, and particularly Section 119.0701, Florida Statutes, relating to a contractor's obligation with regard to public records.

10.9 PUBLIC RECORDS COMPLIANCE

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@OCOEE.ORG, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.

10.10 By entering into this Contract, the awarded Contractor is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to utilization of the E-Verify System to verify the work authorization status of all

newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

E-VERIFY REGISTRATION AND USE.

A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.

C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

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

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on his behalf.

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

WITNESSES:

NAME:_____ NAME:_____

TITLE: _____ TITLE: _____

OWNER: CITY OF OCOEE, FLORIDA

ATTEST: APPROVED:

BY: _____ BY: _____
Melanie Sibbitt, City Clerk Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY
this ___ day of _____, 202__.

APPROVED BY CITY OF OCOEE
COMMISSION AT A MEETING HELD
on _____, under Agenda
Item __.

FISHBACK DOMINICK

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

END OF SECTION

STAFF REPORT

Meeting Date: July 7, 2026
Item #: 11

Contact Name: Toren Hogan
Contact Number: Ext. 5005

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Notification of Cumulative Expenditures with Orlando Fun Crew and Approval to Add this Vendor to the Single Source List. (Recreation Operations Manager Hogan)

Background Summary:

Parks and Leisure Services has utilized Orlando Fun Crew during Fiscal Year 2025-2026 for various special events for rides and games. Most recently, Parks and Leisure Services issued a purchase order in the amount of $12,340.00 for the July 4th Celebration, exceeding the threshold by $3,590.00.

The purchase order for the July 4th Celebration was processed under the City Manager's purchasing authority; however, the addition of more rides for America 250 caused the City's cumulative Fiscal Year 2025-2026 spending with Orlando Fun Crew to exceed the City Manager's $50,000 approval threshold. In accordance with City purchasing requirements, staff is presenting this item to the City Commission for notification of the cumulative expenditures and authorization for approval to add Orlando Fun Crew to the single source list for future services as needed.

Issue:

Should the Honorable Mayor and City Commission approve the cumulative Fiscal Year 2025-2026 expenditures with Orlando Fun Crew in excess of the City Manager's purchasing authority of $50,000 and approve the addition of Orlando Fun Crew to the single source list?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the cumulative Fiscal Year 2025-2026 expenditures with Orlando Fun Crew in excess of the City Manager's purchasing authority of $50,000 and approval to add this vendor to the single source list; and further, authorize the City Manager to approve changes to the agreement up to the limit of his purchasing authority for each change order.

Attachments:

1. Fun Crew Invoice

Financial Impacts:

Special events were funded through the Parks and Leisure Services program budget and processed under existing budget authority. The associated expenditure of $3,590.00 increased the City's cumulative Fiscal Year 2025-2026 expenditures with Orlando Fun Crew beyond the City Manager's purchasing authority threshold of $50,000.

Sufficient funding is available within the Parks and Leisure Services budget for work performed under this agreement. Future expenditures will be subject to budget availability and approval in accordance with the City's purchasing policies and procedures.

Type of Item: Consent

Invoice/Order: 55893883
Order Date: 5/26/2026

930 Britt Court. Suite 100
Altamonte Springs, FL. 32701
407-936-7555

Customer Information

City of Ocoee
Adrian Dorsey
Office Phone: (407) 427-7445
Cell Phone: (407) 905-3180

Start Date: 7/4/2026 5:00pm
End Date: 7/4/2026 9:00pm
Delivery: Fully Staffed

Surface: Pavement

Event Information

City of Ocoee
1 N Bluford Ave
Ocoee, FL 34761
Cell: (407) 905-3180
Office: (407) 427-7445

Name	Qty	Total
Jokers Wild w/ staff	1	$4,500.00
Derby Races Game Trailer	1	$3,995.00
Battle Bar	1	$1,750.00
Mechanical Rocket Ship w/ staff	1	$1,495.00
Mechanical Base	1	$0.00
Generators	1	$600.00
Rentals subtotal		$12,340.00
Sales Tax	Exempt 0%	$0.00
Total		**$12,340.00**
Retainer Fee Due		$0.00
Amount Paid		$0.00
Balance Due		$12,340.00

Event Notes:

Payment Details:
Make all checks payable to Orlando Fun Crew.
Credit card payments will be charged a 3% fee.
If you have any questions concerning this invoice, please contact us.
Thank you for your business!

BANK ACCOUNT DETAILS:
Account Holder: Orlando Fun Crew
Account Number: 0351568519
ACH Routing: 063104668
Wire Routing: 062005690
Swift Code: UPNBUS44
Bank Address: 1900 5th Avenue North
Birmingham, AL. 35203

STAFF REPORT

Meeting Date: July 7, 2026
Item #: 12

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Notification of Cumulative Expenditures with RCM Utilities, LLC and Approval to Continue Utilizing the City Of Zephyrhills General Construction Continuing Services Agreement No. 41-25-13. (Utilities Director Bolling)

Background Summary:

The Utilities Department has utilized RCM Utilities, LLC during Fiscal Year 2025-2026 for various repair and maintenance projects. Most recently, the Utilities Department issued a purchase order in the amount of $12,966.00 for Lift Station No. 1 improvements, including replacement of the wet well top slab, hatch, and safety fall protection system.

RCM Utilities, LLC is available through the City of Zephyrhills General Construction Continuing Services Agreement No. 41-25-13, which was competitively solicited through RFP No. 2025-004 and awarded on July 14, 2025. The agreement provides for general construction services on an as-needed basis through July 13, 2028.

The purchase order for Lift Station No. 1 was processed under the City Manager's purchasing authority; however, the addition of this expenditure caused the City's cumulative Fiscal Year 2025-2026 spending with RCM Utilities, LLC to exceed the City Manager's $50,000 approval threshold. In accordance with City purchasing requirements, staff is presenting this item to the City Commission for notification of the cumulative expenditures and authorization to continue utilizing the piggyback contract for future work as needed.

Issue:

Should the Honorable Mayor and City Commission acknowledge cumulative Fiscal Year 2025-2026 expenditures with RCM Utilities, LLC in excess of the City Manager's purchasing authority and approve continued utilization of the City of Zephyrhills General Construction Continuing Services Agreement No. 41-25-13 for future Utilities Department projects?

Recommendations:

Staff recommends the Honorable Mayor and City Commission acknowledge cumulative Fiscal Year 2025-2026 expenditures with RCM Utilities, LLC in excess of the City Manager's purchasing authority and approve continued utilization of the City of Zephyrhills General Construction Continuing Services Agreement No. 41-25-13; and further, authorize the City Manager to approve change orders to this contract up to the limit of his purchasing authority for each change orders.

Attachments:

1. Zephyrhills General Construction Continued Services
2. RCM Proposal

Financial Impacts:
The Lift Station No. 1 improvement project was funded through the Utilities Department operating budget and processed under existing budget authority. The associated expenditure of $12,966.00 increased the City's cumulative Fiscal Year 2025-2026 expenditures with RCM Utilities, LLC beyond the City Manager's purchasing authority threshold of $50,000.

Sufficient funding is available within the Utilities Department budget for work performed under this contract. Future expenditures will be subject to budget availability and approval in accordance with the City's purchasing policies and procedures.

Type of Item: Consent

GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT

THIS GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT (the "Contract"), made this 14th day of July 2025, between CITY OF ZEPHYRHILLS a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (hereinafter referred to as "CITY" or "Owner"), and RCM Utilities, LLC, a Florida Limited Liability Company authorized to do business in the State of Florida, having its principal office at 1451 Pine Grove Road, Eustis, FL 32736 (hereinafter referred to as "Contractor").

WHEREAS, CITY desires to obtain services as stated in the Request for Proposal RFP #2025-004 incorporated herein by reference from Contractor for assigned projects within the City of Zephyrhills, Florida (hereinafter referred to as "Professional Services-City Wide Continuing Service Projects") and issued RFP #2025-004 to find qualified professionals to fulfill the need for these services. Pursuant to Section 255.103(4), Florida Statutes, the total construction cost of each individual project shall not exceed $7,500,000.00. Although the primary professional service sought by the contract is for general construction services, this Contract may cover other construction services if Contractor possesses the professional licensing and registration to legally perform these services. Further, Contractor may hire others who are properly licensed to perform construction services; and

WHEREAS, the Term of Contract is three (3) years after CITY approves the Contract, and CITY may, at its option, at a regular or special City Council meeting; renew this Contract at the end of the Term for an additional renewal term of two (2), three (3) year terms for a maximum term of nine years; and

WHEREAS, CITY retains Contractor, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by CITY, and CITY agrees to compensate Contractor for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that Contractor is available to provide services, in accordance with prior, mutually agreed upon conditions, and CITY has complied with all requirements of Section 287.055, Florida Statutes the "Consultants Competitive Negotiations Act," in the selection of Contractor and negotiations for this Contract; and

NOW, THEREFORE, CITY and Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Incorporation of Request for Qualification and Response.** Request for Proposal (RFP) #2025-004 is incorporated into this Contract by reference. Contractor's response to the RFP is attached hereto and incorporated herein as Exhibit A.

3. **Scope of Services.**

(a) Contractor agrees to furnish and perform general construction services during design and construction phases of a Continuing Service Project ("Project" or "Task Assignment") in accordance with the terms and conditions set forth herein in accordance with generally accepted

professional standards to achieve a total cost to CITY which does not exceed the Project Budget. The scope of services (hereinafter referred to as "Basic Services") to be performed by Contractor under this Contract, to the satisfaction of CITY, shall be identified in Task Assignment. Contractor agrees to furnish and perform Basic Services and construction phase services as may be required in the specific scope of work and enumerated and described in the Task Assignment, in connection with Continuing Service Projects. Contractor further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), when and if such Additional services are requested and authorized by CITY, in writing. The Hourly Labor Rates and Unit Rates for Basic and Additional Services is found in Exhibit B – Hourly Rate Schedule. No Additional Services shall be furnished by Contractor unless specifically requested and authorized by CITY in writing.

(b) Continuing Service Projects shall be designed in accordance with all applicable Florida Statutes and the current City of Zephyrhills Ordinances in effect at the time this Contract is approved, or the work is performed.

4. **Project Construction Budget.** Contractor shall be provided with an individual Project Construction Budget for each Continuing Services Contract (Task Assignment). By accepting a Task Assignment, Contractor acknowledges that the Project Construction Budget is of the essence of this Contract and Contractor agrees to perform, in accordance with generally accepted professional standards.

(a) Although CITY looks to Contractor for the responsibility of design meeting CITY's Project Construction Budget, CITY may hire a cost consultant to verify costs on specific projects. Contractor shall cooperate with the CITY's cost consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of Continuing Service Projects.

(b) The Construction Budget shall be defined as the total budget identified for the construction of Continuing Service Projects.

5. **Time of Completion.** Contractor shall commence Basic Services upon receipt of the Notice to Proceed and a purchase order issued by CITY. Contractor shall include in its proposal a schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date. The schedule will be agreed upon in writing on a project by project basis. Contractor shall complete work in accordance with the schedule, it being understood that time is of the utmost importance in this Contract. Contractor shall accelerate performance of Basic Services and Additional Services in the manner reasonably directed by CITY, in the event CITY, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required because of delays caused solely by Contractor, acceleration shall be at no cost to CITY. If acceleration is required because of delays partially caused by Contractor, the CITY will not compensate Contractor for the delay caused by Contractor; however, the cost associated with that portion of any such delay not caused by Contractor shall be compensated as an Additional Service.

6. **Fees.** CITY agrees to pay to Contractor for Basic Services, based upon Exhibit B – Hourly Rate and Unit Rate Schedule, Contractor will give CITY a detailed written proposal for the work, and shall identify the number of hours of work by category of workers performing the service. The

categories must accurately reflect the type of service to be performed, not merely the job description of the employee performing the service. No additional fee or compensation shall be payable to Contractor under this Contract for said services if the actual cost of construction or work to be designed by Contractor exceeds the proposal or budget.

(a) Initiation of services shall be upon receipt of the Notice to Proceed and a purchase order basis, referencing a written proposal for services related to this Contract.

(b) Invoices received by the CITY on or before the 20th of any month will be submitted for check release on or before the 25th of the following month.

(c) The responsibility of Contractor for performing its obligation under this Contract and under the construction contract(s) is not relieved or affected in any respect by the presence of or inspection by employees or agents of CITY. Contractor agrees that the responsibility assumed by it for approving and certifying work for payment is not shared by an employee of CITY.

(d) Contractor's fee for Additional Services will be computed in accordance with hourly rates as described in Exhibit B – Hourly Rate and Unit Rate Schedule.

(e) Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, CITY shall have the right to terminate this Contract without liability and, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

(f) The fee structure and hourly rates may be revised only by written Task Assignment, agreed to by both parties to this agreement.

7. **Ownership of Documents.** Contractor shall make available to CITY all reproducible copies of plans, drawings, specifications, ideas, concepts, designs, sketches, models, artwork, programs, software, reports, or other tangible work product produced, originally developed, or submitted to CITY by Contractor pursuant to this Contract (hereinafter referred to as the "Original Work Product").

(a) Contractor shall deliver reproduced copies of all Original Work Product to CITY upon completion, unless it is necessary for Contractor, in CITY's sole discretion, to retain possession for a longer period of time. Upon early termination of Contractor's services, Contractor shall deliver all Original Work Product, whether complete or not. CITY shall have the right to use any and all work product. Contractor shall retain copies for its permanent records; however, the same cannot be used without CITY's prior express written consent. Contractor agrees not to recreate any designs, or any other tangible work product contemplated by or originally developed under this Contract, or portions thereof, which if constructions or otherwise materialized, would be reasonably identifiable with the tangible work product originally developed by Contractor.

(b) CITY exclusively retains all ownership and manufacturing rights to all materials or designs developed under this Agreement. To the extent the Services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for CITY as the author, creator, or inventor thereof upon creation, and CITY shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Contractor shall assign to CITY, all rights without limitation, including the copyright with respect to such work.

8. **Insurance.**

(a) Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 (this could be $2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed Contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

(b) Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

(c) If the Continuing Service Project includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

(d) All such insurance required in paragraph (a) shall be with companies and on forms acceptable

to CITY, shall name CITY, and its ~~a~~gents, employees, and assigns as additional insured, except the policies shall provide that the coverage may not be reduced or canceled unless 30 days' prior written notice is furnished to CITY. Certificates of insurance and copies of all policies shall be furnished to CITY within 10 days of the date of this Contract. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required hereunder, without any lapse of coverage to CITY whatsoever.

(e) Contractor will provide to CITY, within 10 days after the date of this Contract, (1) the original of the policy evidencing the existence of such insurance coverage, which CITY shall copy and return to Contractor within Seven (7) days, (2) proof acceptable to CITY that the premium for such policy for a period ending no earlier than 6 months after the date of this Contract has been paid in full by Contractor, and (3) a certificate of the insurer addressed to CITY evidencing the existence of such insurance coverage. Contractor will promptly renew, will keep and maintain in full force and effect, and will pay all premiums becoming due on said policy of insurance, and without request or demand Contractor will promptly provide proof thereof to CITY. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Contractor agrees to keep and maintain same in full force and effect for a period expiring not earlier than 12 months after construction of Continuing Service Projects is completed, and each such policy, or renewal or replacement policy, shall provide coverage for the acts and omissions of Contractor for all times subsequent to the date of this Contract.

9. **Representations.** Contractor hereby represents to CITY that:

(a) It has the experience and skill to perform the services required to be performed by this Contract.

(b) It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that CITY may at any time require Contractor to remove, and Contractor shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of CITY is unfit for the proper performance of his/her duties.

(c) It shall design to and comply with applicable non-conflicting federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by CITY, provide certification of compliance with all registration and licensing requirements.

(d) It shall perform said services in accordance with generally accepted professional standards in an expeditious and economical manner.

(e) It is adequately financed to meet any financial obligations it may be required to incur under this Contract.

(f) The designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services of Contractor shall not call for the use of nor infringe any patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from CITY and such other person.

10. **Expense Records.** Contractor agrees to keep and maintain all of its direct personnel expense records, consultant and subcontractor expense records, and other expense records, pertaining to Continuing Service Projects, and its record of accounts between Contractor and CITY pertaining to Continuing Service Projects, on a general recognized and acceptable accounting basis, and the same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying. The records and documentation shall be retained by Contractor for a minimum of three (3) years from the date of termination of this Agreement or the date the Task Authorization is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. Contractor agrees to keep and maintain accurate time records to within the nearest one tenth of an hour for each time entry, of all work performed by employees of Contractor, and same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying.

11. **Termination, Suspension, Disputes, or Abandonment.** The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon thirty (30) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

(a) If Continuing Service Projects are terminated or suspended by CITY, CITY shall pay Contractor all fees which have become due and payable to Contractor for that portion of the work of Contractor properly completed prior to such abandonment or suspension, and CITY shall have no further obligation to Contractor for payment to Contractor of the remainder of its fees, unless and until Continuing Service Projects are resumed by CITY. Contractor, at the option of CITY, shall complete the services of Contractor under this Contract upon resumption by CITY of Continuing Service Projects, and Contractor shall in that event be entitled to payment of the remaining unpaid fees which become payable to it under this Contract, same to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to Contractor under this Contract unless and until Contractor has attained and completed that stage of work where the same would be due and payable.

(b) In the event of any such suspension or termination without cause, CITY shall pay to Contractor only that portion of the fee and compensation hereunder for the Basic Services of Contractor which has become due and payable to Contractor under the provisions of this Contract, and the remainder of Contractor's fees under this Contract shall be cancelled. Additionally, CITY shall pay other necessary, unavoidable, and reasonable expenses incurred by Contractor as a result of such suspension or termination (such as canceling orders for equipment, material, or services). Unless CITY authorizes Contractor to the contrary, Contractor shall not perform any services and shall not be entitled to receive payment from CITY on account of any such services performed during the period of suspension or after termination. Upon receipt of notice from CITY that the suspension has been canceled, Contractor shall perform its remaining services in accordance with the terms of this Contract and Contractor shall be entitled to time extension equal to the period of suspension.

(c) If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that

termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

12. **Assignability.** This Contract is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Contractor, without the prior written consent of CITY, which consent CITY may withhold in its sole discretion.

13. **Errors and/or Omissions.** Contractor shall be obligated and responsible to CITY for, reasonable damages and additional costs and/or expenses in connection with construction of or delay in construction of Continuing Service Projects or otherwise incurred, sustained, and/or paid by CITY to the extent caused by (1) negligent errors and/or omissions made by Contractor in the designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services pursuant to this Contract and the project's Scope of Services for Contractor, and (2) negligent acts or omissions on the part of Contractor in any designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services or in the performance of any other services under this Contract and the project's Scope of Services for Contractor. It is the intent of the parties hereto that Contractor be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of Contractor under this Agreement. CITY will hold Contractor harmless for any loss or claim related to an error or omission caused by the negligence of the CITY.

14. **Subcontractors/Separate contractors.**

(a) Any proposed subcontractors shall be submitted to CITY for approval prior to Contractor entering into a subcontract agreement. Such approval by CITY shall not be unreasonably withheld. CITY shall not be liable to Contractor in any manner whatsoever arising out of the CITY's objection to a proposed subcontractor.

(b) Contractor shall coordinate the services and work product of any subcontractor and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services furnished by Contractor or its subcontractors, and Contractor shall review and approve any designs, drawings, specifications, shop drawings, submittals, work, materials, processes of manufacture, methods of construction, or other services produced or furnished by any subcontractors prior to submittal to CITY. Contractor shall correct or revise any of its errors or deficiencies in the designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services produced pursuant to this Contract and shall provide CITY with such corrected or revised designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services incorporating such corrections or revisions at its sole cost and expense.

(c) Any subcontractor agreement shall reflect the terms of this Contract and require the subcontractor, to the extent of the services to be performed by the subcontractor, to assume toward Contractor all the obligations which Contractor by this Contract assumes toward CITY, it being understood that nothing herein shall in any way relieve Contractor from any of its duties under this Contract.

(d) Contractor shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate contractor, in any fashion appropriate or necessary to facilitate the construction of Continuing Service Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Task Assignment to this Contract, Contractor shall accept any assignment of any agreement or contract CITY may have with any separate contractor.

15. **Indemnification.** Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the agreement of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

    Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

16. **Governing Law**. This Contract shall be construed in accordance with, and be governed by, the laws of the State of Florida, and any dispute, difference, claim or counterclaim between CITY and Contractor arising out of or in connection with this Contract which cannot be amicably resolved by the parties shall be submitted to the Circuit Court in and for Pasco County, Florida (or if the Circuit Court does not have jurisdiction over the subject matter, then to the court sitting in Pasco County which has subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties agree and are encouraged to submit such disputes to non-binding mediation by a mediator who is certified in Florida in an effort to resolve issues in an expedient manner. The parties consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court, and they expressly waive the right to a jury trial.

17. **Entire Agreement.** This Contract, together with any other documents incorporated herein by reference, and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related exhibits, proposals, and schedules (other than an exception expressly set forth as such in the schedules), the statements in the body of this Contract shall control. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

18. **Evaluation.** Contractor will be evaluated by CITY during the Contract period, at intervals established by CITY, and at the end of the construction of Continuing Service Projects. The results of each evaluation will be considered as tools for the measurement of Contractor's past performance and may be included in the review process for future solicitations for services. A copy of the evaluation(s) will be provided to Contractor upon request.

19. **Independent Contractor.** Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Contract.

20. **Notices.** All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:
RCM Utilities, LLC
ATTN: Nick Sellers
1451 Pine Grove Road
Eustis, FL 32726
nick@rcmutilities.com
allen@rcmutilities.com
bob@rcmutilities.com

To CITY:
City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542
wpoe@ci.zephyrhills.fl.us

With copy to:

Matthew E. Maggard, Esq.
Shumaker, Loop & Kendrick, LLP
13134 US Highway 301
Dade City, Florida 33525
mmaggard@shumaker.com

21. **MISCELLANEOUS PROVISIONS**.

(a) The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin,

or disability, in connection with its performance under this Contract.

(b) The continuing services to be provided by Contractor pursuant to this Contract shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

(c) This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

(d) The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

(e) All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

(f) In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

(g) This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

(h) The City may withhold any payment in an amount that is sufficient to pay the direct costs and expenses the City reasonably expects to incur to protect City from liabilities for which Contractor is responsible

(i) The City reserves the right to audit the records of the Contractor covered by this Contract at any time during the provision of Services and for a period of three (3) years after final payment is made under this Contract.

22. **PUBLIC RECORDS. IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.**

[The remainder of this page is intentionally left blank.]

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each patty being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

OWNER

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Charles E. Proctor
City Council President

ATTEST:

By: _____
Ricardo Quiñones, City Clerk

CONTRACTOR

RCM UTILITIES, LLC

By: _____
Name: Francis A. Bates III
Its: VP / CFO

ATTEST:

By: _____
Name: Melissa Moss
Its: Controller / Secretary

36440704v1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Man Lifts	1	HR	$50.00	$50.00
2	Telescoping boom Man Lifts with PlatForm	1	HR	$60.00	$60.00
3	Bucket Trucks	1	HR	$0.00	$0.00
4	Air Compressors - Under 1000 CFM	1	HR	$125.00	$125.00
5	Air Compressors - Over 1000 CFM	1	HR	$125.00	$125.00
6	Steel Roadway Plates	1	HR	$0.00	$0.00
7	Earthmoving Equipment	1	HR	$0.00	$0.00
8	Skid Steer Loaders	1	HR	$100.00	$100.00
9	Bulldozers	1	HR	$0.00	$0.00
10	Hydraulic Excavators with Operator	1	HR	$200.00	$200.00
11	Mini Excavators with Operator	1	HR	$150.00	$150.00
12	Loader-Backhoes with Standard Bucket	1	HR	$125.00	$125.00
13	Loader-Heavy Duty Construction	1	HR	$250.00	$250.00
14	Tractors	1	HR	$150.00	$150.00
15	Trench Boxes/Trench Shields	1	HR	$75.00	$75.00
16	Road Graders	1	HR	$0.00	$0.00
17	Portable Sediment Tank	1	HR	$0.00	$0.00
18	Tripod Mounted Floodlights	1	HR	$25.00	$25.00
19	Trailer Mounted Floodlights	1	HR	$50.00	$50.00
20	Generator - Portable - Gas or Diesel	1	HR	$50.00	$50.00
21	Generator - 13000 Watt	1	HR	$50.00	$50.00
22	Transformer - Step Down	1	HR	$25.00	$25.00
23	Portable Panel	1	HR	$50.00	$50.00
24	Fusible Disconnect - Portable	1	HR	$25.00	$25.00
25	Back Hoe with Operator	1	HR	$140.00	$140.00
26	Transfer Switch - Portable	1	HR	$25.00	$25.00
27	Operator	1	HR	$95.00	$95.00
28	Mowers - Walk Behind - Lawn	1	HR	$0.00	$0.00
29	Mowers- Walk Behind - Deck Mower	1	HR	$0.00	$0.00
30	Hydraulic Jacks - Manual	1	HR	$0.00	$0.00
31	Hydro Tank - 1500 Gallon Temporary	1	HR	$50.00	$50.00
32	Hydro Tank - 3000 Gallon Temporary	1	HR	$50.00	$50.00
33	Hydro Tank - 10000 Gallon Temporary	1	HR	$100.00	$100.00
34	Aerator for Ground Storage Tank	1	HR	$50.00	$50.00
35	Infiltrator MH Leak Stop Plus Labor	1	HR	$300.00	$300.00

36	Concrete Mixer with Crew - Portable	1	HR	$250.00	$250.00
37	Sand Blast Trailer Rig with Crew	1	HR	$250.00	$250.00
38	Compactor with Operator	1	HR	$100.00	$100.00
39	Pressure Washers - 2000 - 3500 PSI	1	HR	$50.00	$50.00
40	Vacuums - High Volume	1	HR	$0.00	$0.00
41	Floor Drying Fans - Portable	1	HR	$0.00	$0.00
42	Roof Swing Hoist	1	HR	$0.00	$0.00
43	Portable Trash Pumps - Gas Powered	1	HR	$25.00	$25.00
44	Submersible Pumps - 3 Phase	1	HR	$50.00	$50.00
45	Suction Hose with Couplings	1	HR	$20.00	$20.00
46	Sewage Bypass Pump with Hoses	1	HR	$150.00	$150.00
47	Discharge Hose with Couplings	1	HR	$25.00	$25.00
48	HDPE Pipe with Couplings	1	HR	$25.00	$25.00
49	Air Handling Unit	1	HR	$0.00	$0.00
50	CCTV Camera Trailer with Operator	1	HR	$500.00	$500.00
51	Trucks - Rear Dump with Crew	1	HR	$300.00	$300.00
52	Trucks - Vacuum - 2 man crew	1	HR	$350.00	$350.00
53	Trucks - Water with operator	1	HR	$300.00	$300.00
54	Trucks - Boom with operator	1	HR	$50.00	$50.00
	Total				$4,940.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Insulator	1	HR	$0.00	$0.00
2	Brick Layer	1	HR	$0.00	$0.00
3	Fencing - Worker	1	HR	$0.00	$0.00
4	Fencing - Foreman	1	HR	$0.00	$0.00
5	Roofer	1	HR	$0.00	$0.00
6	Roofer - Foreman	1	HR	$0.00	$0.00
7	Carpenter	1	HR	$0.00	$0.00
8	Electrician	1	HR	$110.00	$110.00
9	Plumbing	1	HR	$110.00	$110.00
10	AC/HVAC	1	HR	$0.00	$0.00
11	Equipment Operator - Heavy	1	HR	$0.00	$0.00
12	Equipment Operator - Light (Backhoe, Skid, Loader)	1	HR	$150.00	$150.00
13	Laborer	1	HR	$75.00	$75.00
14	Millwork	1	HR	$0.00	$0.00
15	Painter	1	HR	$0.00	$0.00
16	Sheet Metal Worker	1	HR	$0.00	$0.00
17	Sprinkler Installer	1	HR	$0.00	$0.00
18	Fire Alarm Systems	1	HR	$0.00	$0.00
19	Tile Layer	1	HR	$0.00	$0.00
20	Welder	1	HR	$95.00	$95.00
21	Sewer Pipe Cleaner	1	HR	$0.00	$0.00
22	Flag Person / MOT	1	HR	$50.00	$50.00
23	Utility / Underground Laborer	1	HR	$75.00	$75.00
24	Supervisor	1	HR	$95.00	$95.00
25	Foreman	1	HR	$80.00	$80.00
26	Helper - Labor Only	1	HR	$75.00	$75.00
27	Backflow Technician	1	HR	$75.00	$75.00
	Total				$990.00

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 39136996
Estimate Date 6/2/2026

Billing Address
City Of Ocoee
1 Bluford Avenue
Ocoee, FL 34761 USA

Job Address
Lift Station 1 Hatch
1 Bluford Avenue
Ocoee, FL 34761 United States

Description of work

Hatch Replacement with safety fall protection

- RCM Utilities is to supply all materials and workmanship for the following scope of supply :

- Supply and install a new retro style drop in hatch with Saftey fall protection. Sized to match the existing wet well hatch

Price ($ 8,750.00)

Top Slab with hatch & Saftey fall protection

- RCM Utilities is to supply all materials and workmanship for the following scope of supply :

- Demolish and remove the existing top slab
- Supply and install a new wet well top slab with new hatch including Saftey fall protection. Both hatch and top slab proposed to be sized to match the existing

Price ($ 12,966.02)

NOTES

- RCM Utilities is to warrant all supplied materials and workmanship to be free of defects for the period of one year after installations
- There is no site restoration included in this proposal as there will be no areas affected
- This proposed based of the Zephyrhills piggy back contract

Sub-Total	$12,966.00
Tax	$0.00
Total Due	$12,966.00
Deposit/Downpayment	$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS
ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.
- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of

this Contract.
Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contactor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, is may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. Assignment; Subcontractors.This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.
14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A

SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By:_____Date:_____

STAFF REPORT

Meeting Date: July 7, 2026
Item #: 13

Contact Name: Jen Bolling
Contact Number: Ext. 4021

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Accept Florida Department of Environmental Protection Vulnerability Assessment Grant. (Utilities Director Bolling)

Background Summary:

The Florida Department of Environmental Protection (FDEP) administers the Resilient Florida Program to assist local governments in analyzing flood and climate-related risks and hazards, and in implementing projects that improve community resilience and mitigation capacity. To qualify for future implementation grant funding, a local government must first complete a Vulnerability Assessment that meets the requirements of Section 380.093, Florida Statutes.

The City of Ocoee applied for and received a Resilient Florida Vulnerability Assessment Planning Grant to complete this work. The Vulnerability Assessment will evaluate the City's critical assets, infrastructure, and service areas under various flood and climate-related scenarios, using state standardized data and methodologies. Completion of this assessment is necessary to identify vulnerabilities, prioritize adaptation strategies, and comply with state resilience requirements. The cost for the Vulnerability Assessment is $177,000 and FDEP awarded 100% of the cost ($177,000) to complete the assessment.

Once the Vulnerability Assessment is completed and accepted by FDEP, the City will be eligible to apply for future Resilient Florida Implementation Grants. These grants can provide significant funding to design and construct projects that address the vulnerabilities identified in the assessment.

Issue:

Should the Honorable Mayor and City Commission approve the acceptance of the FDEP Vulnerability Planning Grant award and authorize execution of the required agreement and documents?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the acceptance of the FDEP Vulnerability Planning Grant award and authorize execution of the required agreement and documents.

Attachments:

1. 26PLN36 City of Ocoee Vulnerability Assessment

Financial Impacts:
This project is adequately funded under GL 401-531-00-3128 (PO 1430970) and the grant reimburses 100% of the cost to complete the assessment to meet the requirements of Section 380.093, Florida Statutes.

Type of Item: Consent

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

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

1. Project Title (Project): City of Ocoee Vulnerability Assessment

Agreement Number: 26PLN36

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

Grantee Name: City of Ocoee

Entity Type: Local Government

Grantee Address: 1 North Bluford Ave., Ocoee, Florida 34761

FEID: 59-6019764

(Grantee)

3. Agreement Begin Date: 7/1/2025

Date of Expiration: 6/30/2028

4. Project Number: *(If different from Agreement Number)*

Project Location(s): Orange County, Florida

Project Description: The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for the city of Ocoee. The Project will include public outreach and stakeholder engagement.

5. Total Amount of Funding: $177,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	FY 25-26 GAA Line Item #1659	$ 177,000.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 177,000.00

6. Department's Grant Manager

Name: Carson Norris or successor

Address: Resilient Florida Program, 3900 Commonwealth Boulevard, MS230, Tallahassee, Florida 32399

Phone: 850-245-8347

Email: Carson.Norris@FloridaDEP.gov

Grantee's Grant Manager

Name: Jennifer Bolling or successor

Address: City of Ocoee, 1800 A.D. Mims Road, Ocoee, Florida 34761

Phone: 407-905-3159

Email: Jbolling@ocoee.org

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

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

☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☑N/A

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

City of Ocoee **GRANTEE**

Grantee Name

By

(*Authorized Signature)* Date Signed

Rusty Johnson, Authorized Representative

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

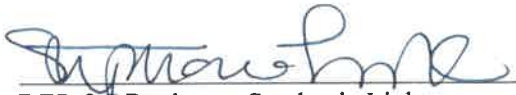
Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures



DEP Grant Manager, Carson Norris



DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

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

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

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

13. Termination.

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

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

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

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

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

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

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

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

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

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

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

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

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

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

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

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

41. Food Commodities.

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

42. Anti-human Trafficking.

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

43. Iron and Steel for Public Works Projects.

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

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

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

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

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

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

44. Complete and Accurate information.

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

45. Execution in Counterparts and Authority to Sign.

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 26PLN36

ATTACHMENT 2

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

1. Scope of Work.
The Project funded under this Agreement is City of Ocoee Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

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

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

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

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

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

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

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

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

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 26PLN36

ATTACHMENT 3

PROJECT TITLE: City of Ocoee Vulnerability Assessment.

PROJECT LOCATION: The Project is located in the City of Ocoee within Orange County, Florida.

PROJECT DESCRIPTION:
The City of Ocoee (Grantee) will complete the City of Ocoee Vulnerability Assessment Project (Project) to include an update to its comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as effective July 1, 2024. The Project will also include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata must be included for each dataset compiled and each asset dataset must be classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata. Flood-scenario related data should make use of the best available information through the Florida Flood Hub. If Florida Flood Hub data is unavailable, flood scenario-related data shall include:

- Planning horizons: 2050 and 2080.
- Sea level rise projections, if applicable: 2022 National Oceanic and Atmospheric Administration intermediate and intermediate-low projections.
- Tidal flooding, if applicable: Using the threshold for tidal flooding published by the Department.
- Storm surge data, if applicable: Equal to or exceeds the 100-year return period (1% annual chance) flood event.
- Rainfall-induced flooding, to the extent practicable: 100-year (1% annual chance) and 500-year (0.2% annual chance) return period flood events.
    - Rainfall-induced flooding analysis is required for all non-coastal communities.

In the process of compiling background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall take all practicable steps to rectify any gaps of data necessary to complete analysis of required scenarios.

Deliverables: The Grantee will provide the following:

- A technical report to confirm selected scenarios and standards, as required by 380.093(3)(d)3, F.S., including, as applicable, utilized sea level data;
- A Background Data Catalog consistent with the GIS Data Standards (Table 1) that outline the datasets compiled and the raw data sources;

- Complete the Flood Risk Scenario Matrix consistent with the GIS Data Standards (Table 2) that outline the different flood risk scenarios, planning horizons, return periods, and similar parameters of the VA; and
- Compiled GIS datasets for each of the three main background data categories. To be provided in a single-file geodatabase or zipped folder, whenever possible.
    - GIS files of the critical asset datasets that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set, containing appropriate metadata, consistent with the GIS Data Standards: formatted using the Critical Assets Basic Attributes Schema (Table 3), and classified using the Critical Assets Groups and Types (Table 4).
    - Topographic and other Raster Flood Risk Data that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set.

Task 2: Exposure and Sensitivity Analyses

Description: The Grantee will perform the exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- GIS data containing the results of the exposure and sensitivity analyses which shall include at minimum:
    - Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
    - GIS files of the critical asset datasets containing the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., consistent with the GIS Data Standards: VA Results Attribute Schema (Table 5) and including the appropriate metadata describing the fields or attribution of the analyses results.

Task 3: Final Vulnerability Assessment Report

Description: The Grantee will finalize the VA Report pursuant to the requirements in s. 380.093, F.S. The final VA Report must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks as well as any assigned focus areas (if applicable). It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset.

Deliverables: The Grantee will provide the following:

- A Final VA Report that provides a summary of results and conclusions based on the statutorily required scenarios and standards in s. 380.093, F.S., to include:
    - Findings of the gap analysis;
    - Recommendations to address the identified data gaps and actions taken to rectify them, if applicable;

    - Details on the modeling process and type of models used during the exposure and sensitivity analyses; and
    - A summary of assigned focus areas, if applicable.
- A signed VA Compliance Checklist Certification (Exhibit I).

Task 4: Public Outreach Meetings and Stakeholder Engagement

Description: The Grantee will conduct public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include, but are not limited to, the types and descriptions below.

- **Kick-off Meeting**
  The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Grantee and attendees should be key stakeholders in the project. Prior to the meeting, the Grantee should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.

- **Steering Committee Meetings**
  The purpose of steering committee meetings is to oversee and assist a project from the management level. Steering committees may assist by reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

  The Grantee should coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process.

- **Public Outreach Meetings for the VA**
  The purpose of public outreach meetings is to inform and engage stakeholders in the project. These meetings will promote transparency, gather community input and local knowledge, and foster collaboration in addressing vulnerabilities identified in the assessment. It is recommended the Grantee conduct two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community.

  The purpose of the second meeting is to allow the public to provide community-specific input on the results of the VA results. Additionally, during this meeting, the Grantee may conduct exercises to encourage the public to prioritize focus areas of flooding and the critical assets in preparation for the development of adaptation strategies and project development. If focus areas are elected, criteria should be established to guide the public's input for the selection of focus areas.

- **Public Presentation of the Final VA**
  The purpose of a public presentation of the final VA to local governing boards, technical committees, or other appropriate officers and elected officials is to share the findings from the final

VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation should also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

Deliverables: The Grantee will provide the following:

- **4.1 Kick-off Meeting:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **4.2 Steering Committee Meetings:** For each meeting, the agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, steering committee input, and outcomes.
- **4.3 Public Outreach Meetings for the VA:** For each meeting, the agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **4.4 Public Presentation of the Final VA:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 5: Local Mitigation Strategy

Description: The results of the Vulnerability Assessment can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables: The Grantee will provide a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update; Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task should be submitted in chronological order, with the exception of the "Public Outreach Meetings and Stakeholder Engagement" and "Peril of Flood Compliance" tasks, if included. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be

completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Acquire Background Data	Contractual Services	$52,200	$0	$52,200	7/1/2025	3/31/2027

2	Exposure and Sensitivity Analyses	Contractual Services	$46,500	$0	$46,500	7/1/2025	6/30/2027
3	Final Vulnerability Assessment Report	Contractual Services	$24,900	$0	$24,900	7/1/2025	9/30/2027
4	Public Outreach Meetings and Stakeholder Engagement	Contractual Services	$44,900	$0	$44,900	7/1/2025	3/31/2028
5	Local Mitigation Strategy	Contractual Services	$8,500	$0	$8,500	7/1/2025	3/31/2028
		Total:	**$177,000**	**$0**	**$177,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

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

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 25.26	37.098	Resilient Florida Programs	$177,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$177,000.00	

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

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

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to ResilientFloridaGrants@FloridaDEP.gov starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.

3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.

4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
   If any funds awarded by this Agreement are used to purchase ownership of or license to any copyrighted,

patented, and/or trademarked software and/or programming used to complete this Project, such software and/or programming must comply with Chapter 119, F.S. The Department will not approve payment for Grantee's purchase or use of any copyrighted, patented, and/or trademarked software and/or programming that does not fully comply with the requirements of Chapter 119, F.S.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards, and raw data sources shall be defined within the associated metadata.

10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient

Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 26PLN36

CITY OF OCOEE VULNERABILITY ASSESSMENT

City of Ocoee

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 26PLN36

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 26PLN36

Project Title: City of Ocoee Vulnerability Assessment

Grantee: City of Ocoee

Subcontractor:

Note: A separate Exhibit H is required for each of the Grantee's contractor(s).

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee Grant Manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this Exhibit, as stated above, to the Department Grant Manager. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I
VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist,** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

The City of Ocoee is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Mike Rumer

Title: Assistant City Manager

Signature: Mike Rumer

Date: 1/22/26

STAFF REPORT

Meeting Date: July 7, 2026
Item #: 14

Contact Name: Rick Geller
Contact Number:

Department Director: Rick Geller
City Manager: Craig Shadrix

Subject: First Reading of an Ordinance Establishing Procedural Rules to Challenge Candidates to the City Commission under Section C-10 and Section C-11 of the City Charter. (City Attorney Geller)

Background Summary:

The Charter Amendments

On March 11, 2024, the City of Ocoee voters approved amendments to Sections C-10 and C-11 of the City Charter. C-10 of the Charter now reads, "The City Commission shall be the judge of the qualifications and eligibility of candidates for the City Commission, the election and qualifications of its members, and the grounds for forfeiture of their office under this Charter." C-10 further authorizes the City Commission "to censure, subpoena witnesses, administer oaths, require the production of evidence, and establish procedural rules for implementing this section and ensuring due process, including reasonable notice to affected parties."

The proposed Ordinance would "establish procedural rules for implementing this section" consistent with due process.

Section C-10 works hand-in-hand with Section C-11 of the Charter, which establishes a one-year residency requirement for eligibility to run as a candidate for mayor or city commissioner and further requires candidates to "furnish such proof of meeting the one (1) year residency requirement as may be prescribed by ordinance" and "consent to a background check to verify the candidate's qualifications to hold office." C-11 further states, "No candidate shall be barred from running for office without notice, a hearing, and clear and convincing evidence that the candidate is not qualified to hold office."

The City Clerk's Limited Role

When a candidate submits qualifying papers to the City Clerk, the Clerk's role as filing officer is ministerial in nature. She "may not determine whether the contents of the qualifying papers are accurate." Mayfield v. Secretary of State, 402 So. 3d 1002, 1006 (Fla. 2025). Her ministerial function is "limited to assessing whether the required items have been properly and timely filed and whether each item is facially complete." Id. Under the Section C-10 of the City Charter, the City Commission, not the Clerk, is the "judge of the qualifications and eligibility of candidates…."

Procedures for Candidate Challenges

Challenges to candidates should ordinarily be the exception and not the rule. Accordingly, the proposed Ordinance contemplates that the City Commission would approve of the slate of candidates on the Consent Agenda. To challenge a candidate's candidacy requires the City Commission to remove the candidate from the Consent Agenda under the Commission's customary Rules and Procedures.

The City Commission would then “determine, based on reasonable cause, whether a quasi-judicial evidentiary hearing is necessary or appropriate to be scheduled to be able to make the determination as to such candidate, or to restore the candidate to the list of candidates on the consent agenda.” Reasonable cause could include the failure to satisfy the 1-year residency requirement, the failure to timely submit complete qualifying papers, conviction of a felony without the restoration of civil rights, or “any other disqualifying condition identified in the City Charter, City Code, Florida Statutes, or the Florida Constitution.”

As stated in the proposed Ordinance, “Upon a majority vote finding reasonable cause, an evidentiary hearing shall be scheduled before the City Commission. Otherwise, the candidate’s name shall be deemed restored to the list of candidates on the consent agenda and, upon approval of the consent agenda, shall appear on the ballot at the next municipal election.”

The City shall set the evidentiary hearing “under the procedures for emergency hearings or within such time as the candidate may request to prepare a defense, but no later than the next regularly scheduled city commission meeting or 30 days, whichever is later or within such time required to meet Orange County Supervisor of Elections deadlines.”

To enable the City Clerk to meet the deadline for preparing the Commission’s Agenda Packet while allowing some flexibility, “Any evidence to be presented to the City Commission shall be provided to the City Clerk at least three days before the hearing; provided, however, the Mayor shall have the authority to waive this requirement subject to being overruled by the City Commission.”

At the hearing, the candidate has the initial burden to establish that the qualifications and eligibility requirements are met. However, as stated in Section C-11, “A City Commission determination that a candidate does not meet the requirements to run for office must be based on clear and convincing evidence.” Florida law generally requires the “clear and convincing evidence standard” because a candidate who timely submits qualifying paperwork “has a clear legal right to appear on the…ballot.” Mayfield v. Secretary of State, 402 So. 3d 1002, 1006 (2025). It follows that clear and convincing evidence must prove otherwise.

An aggrieved party may appeal to the Circuit Court via a Petition for Writ of Certiorari based on the record before the City Commission. On first-tier certiorari review, the Circuit Court would ascertain whether the City afforded procedural due process, departed from the essential requirements of law, and whether Commission based its decision on “substantial competent evidence.” The Circuit Court is prohibited from re-weighing evidence.

The foregoing procedures would also apply to a forfeiture-of-office proceeding.

The City’s procedures are “in addition to any judicial process and remedies under the law and are not intended to limit the right of any person to seek an immediate hearing under section 102.168, Florida Statutes, or as otherwise authorized by the Florida Statutes, before or after any person assumes elective office.” This language is intended to avoid to possibility of having the Ordinance stricken as inconsistent with any rights under State law.

Issue:

Should the Honorable Mayor and City Commission approve of the Ordinance establishing procedural rules implementing Sections C-10 and C-11 of the City Charter?

Recommendations:

The City Attorney and staff recommend the Honorable Mayor and City Commission approve of the Ordinance establishing procedural rules implementing Sections C-10 and C-11 of the City Charter.

Attachments:
1. Ordinance
2. Business Impact Estimate

Financial Impacts:
The City will incur insignificant financial impact giving certified mail notice of hearings to affected parties.

Type of Item: First Reading

ORDINANCE NO. 2026 - ____

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA AMENDING CHAPTER 5, SECTION 3 OF THE CITY CODE TO ESTABLISH PROCEDURAL RULES IMPLEMENTING SECTION C-10 OF THE CITY CHARTER, UNDER WHICH THE CITY COMMISSION SHALL JUDGE WHETHER THE REQUIREMENTS FOR CANDIDATES FOR THE CITY COMMISSION HAVE BEEN MET; PROVIDING FOR POTENTIAL OBJECTIONS; ESTABLISHING PROCEDURES FOR AN EVIDENTIARY HEARING TO ENSURE DUE PROCESS, INCLUDING NOTICE TO AFFECTED PARTIES; PROVIDING FOR APPEALS; PROVIDING THAT NO PERSON SHALL BE BARRED FROM RUNNING FOR OFFICE ABSENT CLEAR AND CONVINCING EVIDENCE, IN ACCORDANCE WITH SECTION C-11 OF THE CITY CHARTER; PROVIDING FOR FORFEITURE-OF-OFFICE PROCEEDINGS; PROVIDING THAT THE PROCEDURES ESTABLISHED HEREIN ARE IN ADDITION TO ANY PROVIDED UNDER STATE LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes § 100.3605 authorizes a municipal charter or ordinance to "govern the conduct of a municipality's election" except when in conflict with "any provision in the Florida Election Code that expressly applies to municipalities," Florida Statutes, chapters 97–106; and

WHEREAS, in accordance with the Florida Statutes § 100.3605 and the City's Home Rule authority, on March 11, 2024, the voters of the City of Ocoee approved of certain amendments to sections C-10 and C-11 of the Charter of the City of Ocoee governing the City's municipal elections that do not conflict with the Florida Election Code;

WHEREAS, § C-10 of the Charter of the City of Ocoee states, "The City Commission shall be the judge of the qualifications and eligibility of candidates for the City Commission, the

election and qualifications of its members, and the grounds for forfeiture of their office under this Charter"; and

WHEREAS, § C-10 further authorizes the City Commission "to censure, subpoena witnesses, administer oaths, require the production of evidence, and establish procedural rules for implementing this section and ensuring due process, including reasonable notice to affected parties"; and

WHEREAS, *Board of County Commissioners v. Snyder*, 627 So. 2d 469 (Fla. 1993), requires "certiorari review of decisions of a board acting in its quasi-judicial capacity"; and

WHEREAS, § C-10 of the Charter of the City of Ocoee provides that, "[d]ecisions made by the City Commission under this section shall be subject to review by a court of competent jurisdiction on a petition for writ of certiorari. Nothing contained herein shall be construed to deprive any candidate or member of the City Commission of due process under the Constitution and the laws of the United States and the State of Florida"; and

WHEREAS, § C-11 of the Charter of the City of Ocoee establishes a one-year residency requirement for eligibility to run as a candidate for mayor or city commissioner and further requires candidates to "furnish such proof of meeting the one (1) year residency requirement as may be prescribed by ordinance" and "consent to a background check to verify the candidate's qualifications to hold office"; and

WHEREAS, the Florida Constitution, the Florida Statutes, the Charter and Code of the City of Ocoee, may contain other requirements for candidates;

WHEREAS, § C-11 of the Charter of the City of Ocoee states, "No candidate shall be barred from running for office without notice, a hearing, and clear and convincing evidence that the candidate is not qualified to hold office."

WHEREAS, the City Commission intends for this Ordinance to implement procedures that operate in harmony with the Florida Election Code, including the right to an immediate hearing under Florida Statutes § 102.168, and all other applicable provisions of state law while fully preserving the City's Home Rule authority not expressly preempted by state statute; and

WHEREAS, the City Commission further intends that this Ordinance safeguard and preserve all rights afforded to the City's candidates, qualified electors, and citizens under the City's Charter, the Florida Constitution, and applicable state law;

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

Section 1. Recitals. The foregoing WHEREAS clauses are ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Code Amendment. That Chapter 5, Section 3 of the City of Ocoee Code of Ordinances is amended as follows (~~strike-throughs~~ denote deletions and underlines denote additions):

E. ~~The foregoing procedure is in addition to any other remedies under the law, including after any person assumes elective office.~~ **Challenges to Candidate Qualifications or Eligibility**.

1. **Determination of Candidate Qualifications and Eligibility**. Before the first City Commission meeting after receipt of the background check reports on all candidates, the City Clerk shall furnish to the City Commission a list of the candidates together with all qualifying papers and the background check reports. The list of candidates shall be placed on the consent agenda for the City Commission's approval to appear on the ballot at the next municipal election. The City Commission may remove any candidate from the list in

accordance with the normal rules and procedures for removing items from the consent agenda.

2. **Objection to Candidacy**. For any candidate removed from the consent agenda, the City Commission shall then determine, based on reasonable cause, whether a quasi-judicial evidentiary hearing is necessary or appropriate to be scheduled to be able to make the determination as to such candidate, or to restore the candidate to the list of candidates on the consent agenda. Reasonable cause, which shall be stated on the record, may include, but is not limited to:

a. The failure to satisfy the one-year residency requirement ser forth in section C-11 of the City Charter;

b. Failure to timely or properly submit the qualifying papers, oath of candidacy, financial disclosure, or the qualifying fee;

c. Results of a background check required by Section C-11 of the City Charter that discloses a disqualifying condition, or the candidate's failure to consent to such background check;

d. Conviction of a felony without restoration of civil rights;

e. Failure to satisfy any age, citizenship, or other requirement to hold the office sought; or

f. Any other disqualifying condition expressly identified in the City Charter, City Code, the Florida Statutes, and/or the Florida Constitution.

Upon a majority vote finding reasonable cause, an evidentiary hearing shall be scheduled before the City Commission. Otherwise, the candidate's name shall be deemed restored to

the list of candidates on the consent agenda and, upon approval of the consent agenda, shall appear on the ballot at the next municipal election.

3. **Setting and noticing the hearing**. If the City Commission determines that an evidentiary hearing is to occur, a hearing shall be set before the City Commission to judge whether the candidate meets the requirements specified in the City Charter, City Code, the Florida Constitution, and/or the Florida Statutes. The hearing shall be set under the procedures for emergency hearings or within such time as the candidate may request to prepare a defense, but no later than the next regularly scheduled city commission meeting or 30 days, whichever is later or within such time required to meet Orange County Supervisor of Elections deadlines. The City Clerk shall serve the candidate with a notice of hearing to the email address and mailing address provided in the candidate's qualifying papers.

4. **Hearing Procedures**. The City Commission shall be the judge of the qualifications and eligibility of candidates for the City Commission. The burden to establish whether the qualification and eligibility requirements are met is on the candidate. In addition to what the City Clerk provided to the City Commission for the candidate, the candidate may present such other evidence as the candidate desires, relevant to the City Commission's required determination, all to afford the candidate a meaningful opportunity to be heard. The procedures for the hearing are as follows:

   a. Upon request, the candidate shall have the right to present documentary evidence and witness testimony in the candidate's defense, to cross-examine any witness who appears and testifies at the hearing, and to make a closing argument.

b. Members of the public may testify to relevant facts.

c. Members of the Commission may ask any witness questions relevant to the Commission's required determination.

d. The rules of evidence in a court of law shall not apply and the City Commission may consider any evidence on which a reasonably prudent person would rely.

e. A City Commission determination that a candidate does not meet the requirements to run for office must be based on clear and convincing evidence.

f. Nothing in this section shall be construed to require the appearance of any witnesses or the production of any evidence beyond that which may be lawfully compelled.

g. Any evidence to be presented to the City Commission shall be provided to the City Clerk at least three days before the hearing; provided, however, the Mayor shall have the authority to waive this requirement subject to being overruled by the City Commission.

h. The hearing shall otherwise follow the City's quasi-judicial procedures.

5. **Appeals**. Any aggrieved person may appeal the City Commission's quasi-judicial decision to a court of competent jurisdiction by a petition for writ of certiorari.

6. **Forfeiture of Office.** For any forfeiture-of-office proceeding under the Charter, subsections 4.a through 4.h of this Ordinance shall apply to the public hearing except that the reference to "candidate" in subsection 4.a. shall be to "member of the City Commission," and in subsection 4.e the criteria for the member of the City Commission to forfeit office shall be based on clear and convincing evidence.

F. The procedures set forth above are in addition to any judicial process and remedies under the law and are not intended to limit the right of any person to seek an immediate hearing under section 102.168, Florida Statutes, or as otherwise authorized by the Florida Statutes, before or after any person assumes elective office.

Section 3. Conflicts. In the event of any conflict or inconsistency between this Ordinance and any other ordinance or provisions of law, this Ordinance controls to the extent of the conflict or inconsistency, as allowable under the law.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct independent, and severed provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. 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 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 of City Code may be made.

Section 6. **Effective Date**. This Ordinance shall take effect immediately upon adoption.

FIRST READING on the ____ day of _____, 2026.

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; 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 AMENDING CHAPTER 5, SECTION 3 OF THE CITY CODE TO ESTABLISH PROCEDURAL RULES IMPLEMENTING SECTION C-10 OF THE CITY CHARTER, UNDER WHICH THE CITY COMMISSION SHALL JUDGE WHETHER THE REQUIREMENTS FOR CANDIDATES FOR THE CITY COMMISSION HAVE BEEN MET; PROVIDING FOR POTENTIAL OBJECTIONS; ESTABLISHING PROCEDURES FOR AN EVIDENTIARY HEARING TO ENSURE DUE PROCESS, INCLUDING NOTICE TO AFFECTED PARTIES; PROVIDING FOR APPEALS; PROVIDING THAT NO PERSON SHALL BE BARRED FROM RUNNING FOR OFFICE ABSENT CLEAR AND CONVINCING EVIDENCE, IN ACCORDANCE WITH SECTION C-11 OF THE CITY CHARTER; PROVIDING FOR FORFEITURE-OF-OFFICE PROCEEDINGS; PROVIDING THAT THE PROCEDURES ESTABLISHED HEREIN ARE IN ADDITION TO ANY PROVIDED UNDER STATE LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION, 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 proposed Ordinance would establish procedural rules for implementing sections C-10 and C-11 of the City Charter consistent with due process.

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;

None

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

None

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

None

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

None

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

N/A

STAFF REPORT

Meeting Date: July 7, 2026
Item #: 15

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

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: First Reading of an Ordinance Establishing an Emergency Medical Services Division and Emergency Medical Services Enterprise Fund. (Deputy Fire Chief Van Camp)

Background Summary:
The proposed ordinance creates an Emergency Medical Services Division within the Ocoee Fire Department and establishes an Emergency Medical Services Enterprise Fund to provide financial transparency, accountability, and long-term sustainability for the City's ambulance transport and emergency medical services operations.

The ordinance does **not** create a separate public safety department and does **not** alter the Fire Department's responsibility for providing emergency medical response services. Firefighters, fire apparatus, and fire-rescue personnel will continue to respond to and provide emergency medical care throughout the City in accordance with established operational procedures.

The EMS Division is being established primarily to:

- Improve financial management and accountability of EMS revenues and expenditures;
- Establish a dedicated enterprise fund for ambulance transport operations, thus reducing the financial obligations of the general fund;
- Enhance transparency regarding EMS billing, reimbursement, and supplemental funding programs;
- Support long-term planning for ambulance, equipment, and technology replacement;
- Provide a mechanism for reinvesting EMS-generated revenues directly back into EMS operations;
- Position the City to maximize participation in federal and state reimbursement programs, including Medicaid supplemental payment programs and Public Emergency Medical Transportation (PEMT) opportunities.

The Ocoee Fire Department currently provides fire suppression, emergency medical response, and advanced life support ambulance transport services to the community. Over the last several years, EMS call volume, transport demand, and associated operational costs have continued to increase.

While EMS revenues and expenditures are currently accounted for within the City's General Fund, establishing an enterprise fund will provide greater transparency regarding:

- Ambulance transport revenues;
- Billing and collection activities;

- Personnel and operational costs associated with EMS;
- Capital replacement needs;
- Supplemental reimbursement revenues; and
- Long-term financial sustainability.

Enterprise funds are commonly utilized by municipalities to account for services that generate revenues through fees and reimbursements while allowing revenues to be reinvested directly into the service provided.

The ordinance also authorizes the City Commission to adopt ambulance transport rates, fees, billing policies, and cost recovery policies by resolution and allows the City to participate in federal, state, and intergovernmental reimbursement programs to maximize available funding opportunities.

The EMS Enterprise Fund will become operational for accounting and budgetary purposes on October 1, 2026.

Issue:
Should the Honorable Mayor and City Commission approve an ordinance amending Chapter 78 of the City Code and creating Chapter 79 to establish an Emergency Medical Services Division and Emergency Medical Services Enterprise Fund within the Ocoee Fire Department?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission approve an ordinance amending Chapter 78 of the City Code and creating Chapter 79 to establish an Emergency Medical Services Division and Emergency Medical Services Enterprise Fund within the Ocoee Fire Department.

Attachments:
1. EMS Division Enterprise Fund Ordinance
2. Business Impact Estimate - EMS Enterprise Fund 2026

Financial Impacts:
The ordinance itself does not appropriate funds or establish new fees.

The creation of the EMS Enterprise Fund will establish a separate accounting structure for EMS revenues and expenditures and will allow the City to:

- Account for EMS revenues and expenditures separately from the General Fund;
- Improve financial reporting and budgeting transparency;
- Retain EMS-generated revenues for EMS purposes;
- Establish reserves for ambulance and equipment replacement; and
- Improve the long-term financial sustainability of EMS operations.

Fees and reimbursement policies will continue to be adopted by separate resolution by the City Commission.

Type of Item: First Reading

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING CHAPTER 78, "FIRE PREVENTION AND EMERGENCY MEDICAL RESPONSE," OF THE CITY OF OCOEE CODE OF ORDINANCES BY RENAMING CHAPTER 78, FIRE PREVENTION AND CREATING A NEW CHAPTER 79, ENTITLED EMERGENCY MEDICAL SERVICES DIVISION; ESTABLISHING AN EMERGENCY MEDICAL SERVICES ENTERPRISE FUND; PROVIDING FOR THE ADMINISTRATION, OPERATION, ACCOUNTING, BUDGETING, BILLING, COLLECTION, AND USE OF REVENUES RELATED TO EMERGENCY MEDICAL SERVICES, AMBULANCE TRANSPORTATION, TREATMENT, AND RELATED SERVICES; AUTHORIZING THE CITY COMMISSION TO ADOPT RATES, FEES, CHARGES, BILLING POLICIES, AND COST RECOVERY POLICIES BY RESOLUTION; AUTHORIZING PARTICIPATION IN FEDERAL, STATE, AND INTERGOVERNMENTAL EMS REIMBURSEMENT AND SUPPLEMENTAL PAYMENT PROGRAMS; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR IMPLEMENTATION, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2 of the Florida Constitution and Chapters 163 and 166, and Section 166.021, Florida Statutes, the City of Ocoee possesses Home Rule authority to "conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law"; and

WHEREAS, the Ocoee Fire Department is the City's authorized provider of fire protection, emergency medical response, and ambulance transport services within the City, as provided by law and City ordinance; and

WHEREAS, the City Commission desires to update and amend Chapter 78 of the existing Code of Ordinances and create a new Chapter 79 in its entirety with new text, to establish a formal Emergency Medical Services Division within the Ocoee Fire Department and an Emergency Medical Services Enterprise Fund to support the administration, operation, financial management, and long-term sustainability of the City's emergency medical services system; and

WHEREAS, the City Commission finds that the creation of an Emergency Medical Services

Division is intended solely to improve the administration, coordination, financial management, billing, reimbursement, and accountability of ambulance transportation and related EMS operations and is not intended to diminish, alter, or separate the provision of emergency medical response services by Fire Department personnel, engines or other fire-rescue resources; and

WHEREAS, the City Commission recognizes that the EMS Enterprise Fund shall receive revenues from fees, reimbursements, grants, transfers, appropriations, and other lawful sources and is not required to be fully self-supporting in every fiscal year; and

WHEREAS, the City Commission finds that this Ordinance promotes the public health, safety, and welfare of the City and that any fees or charges authorized herein shall be imposed only as permitted by applicable law.

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

SECTION 1. Authority. The City of Ocoee has the authority to adopt this ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 166 and 633, Florida Statutes.

SECTION 2. Amendment of Chapter 78 and creation of a new Chapter 79. The Code of Ordinances of the City of Ocoee, Florida, is hereby amended as follows: amendments to Chapter 78 are indicated by underlined text for additions and strikethrough text for deletions. Provisions not shown, or not otherwise underlined or stricken, remain unchanged. In addition, a new Chapter 79 is hereby created as follows:

See **Exhibit "A"** attached hereto and by this reference made a part thereof.

SECTION 3. Initial implementation and transition. The City Manager and Finance Director are authorized to establish the initial EMS Enterprise Fund budget, accounting structure, account codes, reporting procedures and administrative controls through the City's annual budget process or by budget amendment.

EMS revenues earned, billed, received, accrued, or otherwise attributable to EMS services on or after the implementation date established under this ordinance shall be deposited into and accounted for within the EMS Enterprise Fund.

The City Manager and Finance Director may identify, assign, transfer and account for existing EMS-related receivables, reserves, budget appropriations, capital assets and other financial activity within the EMS Enterprise Fund to the extent consistent with applicable accounting standards, City policy, and the adopted budget.

Any reserves, net position, accumulated balances, appropriations, or other financial resources assigned to the EMS Enterprise Fund pursuant to this section shall thereafter be subject to the provisions of the new Chapter 79 of the Code of Ordinances, as amended, governing the retention, use, and administration of EMS Enterprise Fund monies.

Nothing in this section shall be construed to require the transfer, lapse, reversion, or redistribution of EMS-related revenues, reserves, retained earnings, net position, or accumulated balances to the General Fund solely as a result of the implementation of this Ordinance.

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. 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 6. Codification. It is the intention of the City Commission of the City that the provisions of this Ordinance attached as Exhibit "A" shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical errors which do not affect the intent may be authorized by the City Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon adoption by the City Commission of the City of Ocoee, except that the EMS Enterprise Fund shall become operational for accounting and budgetary purposes on October 1, 2026.

PASSED AND ADOPTED this _____ day of _____, 2026.

Space intentionally left blank

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

Rusty Johnson, Mayor

APPROVED BY THE OCOEE CITY COMMISSION 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 S. Geller, City Attorney

Exhibit “A”

Chapter 78 – Fire Prevention ~~and Emergency Medical Response~~.

§ 78-1. – Authority; purpose.

The Ocoee Fire Department (“Fire Department”) is hereby confirmed and recognized as a separate department of the City and as the lead agency for fire suppression, and fire prevention~~, and emergency medical response~~.

§ 78-2. - Applicability.

This chapter shall apply and be in force and effect within all of the incorporated areas of the City.

§ 78-3. - Administration; delegation.

The City of Ocoee Fire Chief (“Fire Chief”) shall be the administrative official for the provisions of this chapter. Whenever a provision appears requiring the Fire Chief, the Fire Department, or some other officer or employee to do some act or perform some duty, it is to be construed to authorize the Fire Chief or other officer to designate, delegate, and authorize professional level subordinates to perform the required act or duty unless the terms of the provision or section specify otherwise.

§ 78-4. - Permitting and inspection.

The inspection or permitting of any building, system, or plan by the City of Ocoee, under the requirements of this chapter and the Florida Fire Prevention Code, shall not be construed in any court as a warranty of the physical condition of such building, system, or plan or their adequacy. Neither the City nor any employee thereof shall be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building, system, or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting, unless the employee is found to have acted in bad faith or with malicious purpose in a manner exhibiting wanton and willful disregard for safety, health, and welfare of the public.

§ 78-5. - Construal of permit; validity; effect.

The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for or an approval of any violation of any of the provisions of this chapter or the Florida Fire Prevention Code. No permit presuming to give authority to violate or cancel the provisions of this chapter shall be valid, except so far as the work or use which it authorizes is lawful. The issuance of a permit upon plans and specifications shall not prevent the Fire Department from thereafter requiring the correction of errors in such plans and specifications nor from prohibiting the

starting or continuance of work thereunder when in violation of this chapter or of any other provisions of this chapter or of the Florida Fire Prevention Code.

§ 78-6. - Enforcement.

The procedures set forth in Chapter 7, Enforcement of Code, shall apply to this chapter.

§ 78-7. - Penalties for offenses.

Any person violating any provision of the chapter shall, upon conviction, be punishable as provided in § 1-12 of Chapter 1, General Provisions, Article II, of the Code of the City of Ocoee. Each day such violation is committed or permitted to continue shall constitute a separate offense.

§ 78-8. - Reserved.

§ 78-9. – Plan review; permits; inspections; fees.

A. The Fire Department shall perform a review of pertinent building plans and specifications submitted to the Development Services Department in order to determine whether such plans and specifications comply with the Florida Fire Prevention Code, as described by the current version adopted under the authority of section 633.202, Florida Statutes, as it may be amended from time to time, and this chapter.
B. Separate permits shall be required for fire protection systems.
C. The City Commission may adopt by resolution a schedule of plan review fees to be paid by building permit applicants to reimburse the City for the Fire Department's cost of conducting plan reviews. If any such fee is based on the value of construction, that basis shall be as established by the Building Official in a manner consistent with the Florida Building Code. Plan review fees shall be collected by the Development Services Department as part of their standard permitting process.
D. Fee exceptions.
    (1) Plan review fees shall not be levied for building permits when no construction plans or drawings are required as part of the application process.

    (2) There shall be no additional charge for an initial inspection conducted by the Fire Department beyond the fee imposed for plan review.

§ 78-10. – Re-inspections; fees.

A. If, upon initial inspection, the Fire Department shall find work not in compliance with the Florida Fire Prevention Code and/or this chapter, the person doing said work shall promptly do everything necessary to bring said work into compliance with the requirements of the Florida Fire Prevention Code and this chapter. The Fire Department shall then, upon notification by the permit holder and payment of any re-inspection fee imposed by

resolution of the City Commission, re-inspect said work to check for compliance. The fee schedule adopted by a resolution of the City Commission may impose a higher fee for the second and subsequent re-inspections.

B. Re-inspection fees shall be collected by the Development Services Department as part of their standard construction inspection process.

§ 78-11. – Secured Access Systems Required

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A. All commercial buildings protected with an approved sprinkler system or fire alarm system, or as determine by the authority having jurisdiction, shall be equipped with an exterior key box, approved by the authority having jurisdiction, to allow for access by responder emergency personnel after normal operating hours.

B. Emergency access to gated subdivisions shall be as provided in Section 153-5.7 of the City of Ocoee Code of Ordinances.

§ 78-12. – Special Events

Information relating to regulation of Special Events is found in Chapter 146, City of Ocoee Code of Ordinances.

§ 78-13. – Fireworks displays.

Persons exhibiting fireworks displays shall first obtain a permit for such purpose from the Fire Department. The Fire Department shall conduct an inspection of fireworks displays and, upon failure of the display to satisfy the conditions of such an inspection, the persons exhibiting fireworks displays shall be subject to subsequent re-inspections following completion of any required corrective actions. Any fees related to such permits, inspections, or re-inspections shall be prescribed by resolution of the City Commission and collected by the Fire Department.

~~§ 78-14. – Emergency medical response services; fees.~~

~~A. The Fire Department is authorized, as the primary and sole provider of emergency medical response services, including ambulance transport services, within the incorporated areas of the City, except as otherwise provided by mutual/automatic aid agreements, Fire Chief's discretion, or by law.~~

~~B. The City Commission may, by resolution, adopt a schedule of fees for emergency medical response and transport services provided by the Fire Department and/or its contractors.~~

~~C. This section shall not operate to prohibit other licensed emergency medical service providers from providing emergency medical services within the incorporated areas of the City when responding to a~~

~~call for assistance under a current, duly authorized interlocal agreement of mutual aid or automatic aid.~~

Chapter 79. EMERGENCY MEDICAL SERVICES DIVISION

ARTICLE I. EMERGENCY MEDICAL SERVICES DIVISION AND EMS ENTERPRISE FUND

§ 79-1. Definitions.

For purposes of this Article, the following words, terms, and phrases shall have the meanings set forth below, unless the context clearly indicates otherwise:

Advanced Life Support Level 1 (ALS1) means ambulance transportation billed at the Advanced Life Support Level 1 rate under applicable Medicare billing guidelines.

Advanced Life Support Level 2 (ALS2) means ambulance transportation billed at the Advanced Life Support Level 2 rate under applicable Medicare billing guidelines.

Basic Life Support (BLS) means ambulance transportation billed at the Basic Life Support level under applicable Medicare billing guidelines.

Emergency Medical Services Division or **EMS Division** means the division created within the Ocoee Fire Department pursuant to this Article.

EMS Enterprise Fund means the enterprise fund established by this Article to account for the revenues and expenditures of the EMS Division.

Emergency medical services vehicle shall have the meaning set forth in Chapter 401, Florida Statutes, as amended from time to time.

EMS revenues means all revenues received by the City from ambulance transportation, patient care, billing reimbursements, grants, contracts, transfers, and other EMS-related activities.

EMS services means basic life support, advanced life support, ambulance transportation, patient care, standby services, and related emergency medical services provided by the City.

§ 79.2. - Emergency medical response services; fees.

A. The Fire Department is authorized, as the primary and sole provider of emergency medical response services and emergency ambulance transport services, within the incorporated areas of the City, except as otherwise provided by mutual/automatic aid agreements, Fire Chief's discretion, or by law.

B. The City Commission may, by resolution, adopt a schedule of fees for emergency medical response and transport services provided by the Fire Department and/or its contractors.

C. This section shall not operate to prohibit other licensed emergency medical service providers from providing emergency medical services within the incorporated areas of the City when responding to a call for assistance under a current, duly authorized interlocal agreement of mutual aid or automatic aid.

§ 79.3. Emergency Medical Services Division created.

There is hereby created an Emergency Medical Services Division within the Ocoee Fire Department.

A. The EMS Division shall be under the administrative direction of the Fire Chief, subject to the supervision of the City Manager and the policy direction of the City Commission.

B. The EMS Division shall not be a separate legal entity from the City. The EMS Division is established primarily to administer, coordinate, account for, and support ambulance transportation services, EMS reimbursement activities, EMS financial operations, and related EMS programs. Nothing in this Article shall be construed to remove emergency medical response responsibilities from the Fire Department or to diminish the role of firefighters, engines, or other Fire Department resources in providing emergency medical services.

C. The creation of the EMS Division shall not be construed to establish a separate public safety department or to remove emergency medical response responsibilities from the Fire Department. Firefighters, fire apparatus, and other Fire Department personnel shall continue to provide emergency medical response services in accordance with City policy, operational procedures, and applicable law.

D. The duties and responsibilities of the EMS Division may include, but are not limited to:

(1) Providing, coordinating, and supporting EMS services within the City and within any service area authorized by law, agreement, contract, or other lawful arrangement.
(2) Administering emergency medical response, ambulance transportation, patient care, interfacility transfer, EMS standby services, and related EMS operations.
(3) Coordinating EMS personnel, training, certification, credentialing, medical direction, clinical quality assurance and improvement activities, operational protocols, records management, and regulatory compliance.
(4) Obtaining and maintaining licenses, permits, certifications, approvals, agreements, and other requirements necessary for the lawful operation of EMS services.
(5) Administering EMS financial, reimbursement, billing, revenue recovery, reporting, and related support functions.

(6) Coordinating participation in federal, state, local, contractual, and other lawful reimbursement, funding, or supplemental payment programs.
(7) Developing and recommending billing policies, collection policies, hardship policies, financial assistance policies, and cost recovery policies for consideration by the City Manager and City Commission.
(8) Preparing operating, capital, personnel, equipment replacement, technology, and reserve recommendations for the EMS Enterprise Fund.
(9) Performing such other duties as may be assigned by the City Manager, Fire Chief, City Commission, or applicable law.

§ 79.4. Compliance with law; licensure.

A. The EMS Division shall be responsible for administering and coordinating the operational, regulatory, billing, reimbursement, and compliance functions associated with the provision of EMS services, including obtaining and maintaining, on behalf of the City, all licenses, permits, certifications, provider enrollments, payer agreements, medical direction agreements, controlled substance authorizations, and other approvals required by applicable law or contract.

B. The EMS Division shall operate in compliance with all applicable federal, state, and local laws, rules, regulations, permits, licenses, contracts, and payer requirements.

C. The City shall obtain and maintain, through the EMS Division or as otherwise authorized by the City Manager, any emergency medical services license, vehicle permit, medical director agreement, controlled substance authorization, provider enrollment, billing number, payer agreement, or other approval required for the provision, billing, or reimbursement of EMS services.

D. Nothing in this Article shall be construed to authorize the City to provide or bill for any EMS service unless all licenses, permits, authorizations, and approvals required by applicable law have been obtained and maintained.

E. Emergency medical care shall not be delayed or denied based on a patient's ability to pay.

§ 79.5. EMS Enterprise Fund established.

A. Establishment.
There is hereby established an Emergency Medical Services Enterprise Fund (“EMS Enterprise Fund”) of the City of Ocoee.

B. Purpose.

The EMS Enterprise Fund shall be used to account for the revenues, expenditures, assets, liabilities, fund balance, net position, capital assets, debt service, transfers, reserves, and other financial activity associated with emergency medical services, ambulance transportation, treatment, billing, reimbursement, and the operations of the EMS Division. Nothing in this Article shall be construed to limit or alter the Fire Department's responsibility for providing emergency medical response services.

C. Accounting and Administration.

The EMS Enterprise Fund shall be maintained as a proprietary enterprise fund within the City's financial accounting system. The Finance Director is authorized to assign the EMS Enterprise Fund an appropriate fund number and account structure consistent with applicable governmental accounting standards, the Florida Uniform Accounting System, the City's accounting policies, and applicable law.

The EMS Enterprise Fund may be maintained within the City's pooled cash and investment system. Nothing in this Article shall require the creation of a separate bank account unless the Finance Director determines that a separate account is necessary or appropriate.

D. Revenues.

All revenues derived from or received in connection with EMS services, including fees, charges, reimbursements, grants, appropriations, transfers, contractual revenues, supplemental payment revenues, intergovernmental revenues, and other lawful funding sources, shall be deposited into and accounted for within the EMS Enterprise Fund unless otherwise required by law.

E. Expenditures.

The EMS Enterprise Fund may be used to pay costs associated with the administration, operation, maintenance, staffing, training, equipment, supplies, facilities, technology, debt service, capital improvements, reserves, and other lawful purposes of the EMS Division and EMS services as authorized through the City's budgeting and appropriation processes.

F. Fund Balance and Net Position.

The net position, fund balance, reserves, retained earnings, and accumulated resources of the EMS Enterprise Fund are hereby dedicated to EMS purposes and shall be used solely for EMS-related operations, capital improvements, equipment replacement, debt service, reserves, and other lawful EMS purposes unless otherwise authorized by ordinance.

The net position, fund balance, reserves, retained earnings, and accumulated resources of the EMS Enterprise Fund shall remain within the EMS Enterprise Fund and shall not lapse, revert, or be transferred to the General Fund solely by reason of the close of a fiscal year.

G. Supplemental Funding.

The EMS Enterprise Fund may receive appropriations, transfers, grants, contributions, or other lawful funding from the City or other public or private sources.

Unless expressly provided by ordinance or resolution of the City Commission, any appropriation, transfer, contribution, or funding provided to the EMS Enterprise Fund shall not constitute a loan and shall not create any obligation of repayment.

H. Effective Operation.

The EMS Enterprise Fund shall begin operation on October 1, 20__, or on such other date as may be established by the City Commission through the annual budget, budget amendment, or implementing resolution.

§ 79.6. EMS Enterprise Fund revenues.

The following revenues shall be deposited into and accounted for within the EMS Enterprise Fund, unless otherwise required by law, contract, grant condition, bond covenant:

1. EMS transport fees, treatment fees, mileage charges, medical supply charges, standby charges, interfacility transfer charges, and other EMS user charges adopted by the City Commission.
2. Payments received from patients, responsible parties, insurers, Medicare, Medicaid, Medicaid managed care organizations, commercial payers, governmental payers, and other third-party payers.
3. Public Emergency Medical Transportation, Medicaid supplemental payment, managed care supplemental payment, intergovernmental transfer, certified public expenditure, cost settlement, or similar program revenues.
4. Revenues received under interlocal agreements, mutual aid agreements, automatic aid agreements, service contracts, standby agreements, special event agreements, or similar arrangements for EMS services.
5. Federal, state, regional, county, or private grants related to EMS services.
6. Donations, contributions, reimbursements, refunds, and recoveries related to EMS services.
7. Interest earnings and investment income attributable to the EMS Enterprise Fund, to the extent allocated by the Finance Director.
8. Transfers, appropriations, subsidies, grants, contributions, advances, or other funding from the General Fund, Fire Department budget, capital funds, grant funds, or other City funds as approved through the City’s budgetary and appropriation processes.
9. Any other lawful revenue source associated with the EMS Division.

§ 79.7. Retention of EMS revenues and fund balances.

All revenues deposited into the EMS Enterprise Fund, together with all net position, reserves, and accumulated fund balances, are hereby dedicated to EMS purposes. Such monies shall remain within the EMS Enterprise Fund and shall not lapse, revert, or be transferred to the General Fund solely as a result of fiscal year-end closing, excess revenues, accumulated reserves, or positive net position.

§ 79.8. Authorized uses of EMS Enterprise Fund monies.

Monies in the EMS Enterprise Fund may be used for any lawful purpose related to the EMS Division, or the administration of the EMS Enterprise Fund, including but not limited to:

1. Personnel costs, overtime, benefits, training, certification, and credentialing.
2. Medical direction, quality assurance, quality improvement, clinical compliance, and medical oversight.
3. Ambulances, emergency medical services vehicles, staff vehicles, fleet costs, maintenance, fuel, insurance, replacement, leasing, and debt service.
4. Medical equipment, stretchers, monitors, defibrillators, radios, communications equipment, personal protective equipment, medications, medical supplies, durable medical equipment, and related assets.
5. Technology, software, hardware, electronic patient care reporting systems, billing platforms, records systems, and communications systems.
6. Billing services, claims processing, coding, payer enrollment, compliance consulting, collection services, legal services, audit services, cost reporting, actuarial services, rate studies, and financial consulting.
7. Contractual services, interlocal obligations, mutual aid reimbursements, standby costs, and operational support.
8. Administrative and indirect cost allocations payable to the General Fund or other City funds only to the extent such costs are directly attributable to, reasonably allocated to, or incurred in support of EMS operations, and are documented, budgeted, and consistent with applicable law and City policy.
9. Capital replacement reserves, operating reserves, revenue stabilization reserves, compliance reserves, payer recoupment reserves, and other reserves approved by the City Commission or established by City policy.
10. Refunds, overpayment returns, payer adjustments, claim corrections, write-offs, and other revenue cycle adjustments.
11. Any other lawful expense or obligation associated with the EMS Division, or the EMS Enterprise Fund.

§ 79.9. Rates, fees, and charges.

A. The City Commission may, by resolution, amend, repeal, or replace EMS rates, fees, charges, billing policies, collection policies, financial assistance policies, and cost recovery policies by resolution.

Such rates, fees, and charges may include, but are not limited to:

(1) Basic life support transport charges.
(2) Advanced life support transport charges.
(3) Specialty care transport charges, if applicable.
(4) Mileage charges.
(5) Treatment charges.
(6) Medical supply charges.
(7) Standby or special event EMS charges.
(8) Interfacility transfer charges.
(9) Contract service charges.
(10) Administrative charges, to the extent permitted by law.
(11) Other EMS-related charges permitted by applicable law.

B. The City Commission may establish different rates or billing classifications based on service level, payer requirements, federal billing codes, medical necessity, transport type, destination, mileage, contract status, residency status to the extent lawful, or other legally permissible distinctions.

C. EMS rates, fees, and charges should be reviewed periodically and may be based upon cost-of-service analysis, payer requirements, reimbursement limitations, collection experience, capital replacement needs, comparable agency rates, federal or state program requirements, and the financial sustainability of the EMS system.

D. The City shall not impose any fee or seek reimbursement prohibited by Section 166.0446, Florida Statutes, or other applicable law. This Article authorizes charges only to the extent permitted by law, including charges for transportation and treatment provided by emergency medical services vehicles.

§ 79.10. Billing, collections, adjustments, and write-offs.

A. The EMS Division shall administer and coordinate EMS billing, reimbursement, collections, and revenue cycle management functions on behalf of the City, subject to the oversight of the Fire Chief and consistent with this Article, City Commission policy, the adopted fee schedule, applicable payer requirements, and applicable law.

B. The EMS Division may bill patients, responsible parties, insurers, Medicare, Medicaid, managed care organizations, governmental payers, facilities, event organizers, contracting agencies, and other responsible payers for EMS services.

C. The EMS Division may accept assignment of benefits, execute payer enrollment documents, submit claims, appeal claim denials, accept negotiated payments, process refunds, make corrections, and take other reasonably necessary actions to administer EMS billing and collections. The Fire Chief may approve billing adjustments, contractual allowances, Medicare or Medicaid adjustments, managed care adjustments, hardship adjustments, charity care adjustments, small balance write-offs, deceased patient write-offs, bankruptcy write-offs, uncollectible account write-offs, compliance-related adjustments, and other adjustments consistent with City policy, applicable law, and generally accepted accounting practices.

D. The EMS Division may use third-party vendors for billing, coding, collections, payer enrollment, reimbursement consulting, cost reporting, supplemental payment administration, compliance review, data management, and related services, subject to procurement requirements and contract approval requirements.

E. The City may refer delinquent accounts to collection agencies or other lawful collection processes, provided that all collection practices comply with applicable federal and state law and City policy.

§ 79.11. Federal, state, and intergovernmental reimbursement programs.

A. The City is authorized to participate in Medicare, Medicaid, Medicaid managed care, Public Emergency Medical Transportation, supplemental payment, cost settlement, certified public expenditure, intergovernmental transfer, grant, and any other lawful reimbursement, funding, or cost recovery program related to EMS services.

B. The Fire Chief, or their designee, is authorized to prepare, execute, certify, and submit applications, enrollments, cost reports, attestations, certifications, claims, reconciliations, settlement documents, and other administrative documents necessary or appropriate for participation in such programs, unless City Commission approval is otherwise required by law.

C. Participation in any reimbursement, supplemental payment, intergovernmental transfer, certified public expenditure, or similar funding program shall not be construed to create any obligation to transfer EMS Enterprise Fund revenues to the General Fund except as expressly authorized by ordinance.

D. All revenues received from such programs shall be deposited into or accounted for within the EMS Enterprise Fund and shall thereafter be subject to the provisions governing the retention and use of EMS Enterprise Fund monies, unless otherwise required by law or a binding funding agreement. Any interlocal agreement, intergovernmental transfer agreement, provider agreement, or similar agreement requiring City Commission approval shall be presented to the City Commission in accordance with applicable law and City policy.

§ 79.12. Budgeting, reserves, and reporting.

A. The EMS Enterprise Fund shall be included in the City's annual budget and shall be subject to the City's budgetary, purchasing, investment, accounting, audit, and financial reporting policies, except as otherwise provided by this Article.

B. The City Commission may establish reserve targets, minimum reserve levels, or reserve policies for the EMS Enterprise Fund, including reserves for operations, revenue stabilization, capital replacement, equipment replacement, payer recoupments, compliance liabilities, contingencies, and other lawful EMS purposes.

C. The City Commission may appropriate and budget EMS enterprise Fund monies for current operations, future capital needs, equipment replacement, debt service, reserve funding, and other lawful EMS purposes.

D. The Fire Chief or designee shall periodically provide reports regarding the financial condition of the EMS Enterprise Fund to the City Manager and, as requested by the City Manager or City Commission, to the City Commission. Such reporting may include revenues, expenditures, transport volume, collection experience, payer mix, capital needs, reserve status, outstanding receivables, supplemental payment activity, appropriations or transfers received by the EMS Enterprise Fund, and other information deemed appropriate.

E. Nothing in this section shall be construed to require the expenditure, transfer, or reversion of EMS Enterprise Fund reserves, retained earnings, net position, or accumulated fund balances solely because such monies exceed annual operating expenditures or remain unexpended at the close of a fiscal year.

§ 79.13. Transfers, subsidies, and interfund reimbursements.

A. The EMS Enterprise Fund may receive transfers, subsidies, appropriations, grants, contributions, advances, reimbursements, or other financial support from the General Fund or other City funds as approved through the City's annual budget, budget amendment, resolution, or other lawful action. Unless expressly authorized by ordinance or resolution

of the City Commission, any transfer, appropriation, subsidy, contribution, advance, or other financial support provided to the EMS Enterprise Fund shall not constitute a loan and shall not create any obligation of repayment.

B. The EMS Enterprise Fund may reimburse the General Fund for administrative services, indirect costs, shared costs, personnel support, facility costs, technology support, fleet support, legal services, finance services, human resources services, and other services or costs reasonably allocated to or incurred in support of EMS services, provided such costs are directly attributable to, reasonably allocable to, or incurred in support of EMS services and are documented, budgeted, and consistent with applicable law and City policy.

C. Nothing in this Article shall require the EMS Enterprise Fund to be fully self-supporting in any fiscal year.

D. Nothing in this Article shall limit the City Commission's authority to fund EMS services through any lawful source, including ad valorem revenues, grants, appropriations, transfers, contracts, intergovernmental revenues, reimbursement programs, or other lawful funding sources.

E. No provision of this section shall be construed to authorize the transfer, reversion, or diversion of EMS Enterprise Fund revenues, reserves, retained earnings, net position, or accumulated fund balances to the General Fund except as expressly authorized by ordinance.

§ 79.14. Capital assets and equipment.

A. The EMS Division, under the direction of the Fire Chief and subject to the City's budgeting, purchasing, accounting, and capital asset policies, shall identify, manage and recommend the acquisition, replacement, maintenance, and disposition of capital assets, equipment, vehicles, technology, and other resources used primarily for EMS services. The City Manager, Fire Chief, and Finance Director are authorized to account for EMS-related capital assets and associated liabilities within or in relation to the EMS Enterprise Fund in accordance with applicable accounting standards, governmental accounting principles, and City policy.

B. The City may acquire, lease, finance, replace, repair, maintain, transfer, or dispose of EMS-related capital assets in accordance with the City's budget, purchasing, surplus, debt, and capital asset policies.

C. Capital assets acquired in whole or in part with monies from the EMS Enterprise Fund may be accounted for as assets of the EMS Enterprise Fund and may be maintained, repaired,

replaced, or improved using EMS Enterprise Fund monies, subject to applicable law and City policy.

D. The City Commission may establish capital replacement reserves within the EMS Enterprise Fund for ambulances, emergency medical services vehicles, medical equipment, stretchers, monitors, radios, communications systems, technology, facilities, and other EMS-related capital needs.

E. Nothing in this section shall be construed to require the expenditure of EMS Enterprise Fund reserves or accumulated balances solely because funds have been reserved for future capital replacement or acquisition needs.

§ 79.15. Relationship to other City funds and ordinances.

A. The EMS Enterprise Fund is established for accounting, budgeting, financial management, cost recovery, transparency, accountability, and the long-term financial sustainability of the City's EMS services.

B. Nothing in this Article shall be construed to repeal, impair, or limit any lawful authority of the City under any other provision of the City Code, including provisions related to fire protection, emergency management, public safety, fees, purchasing, budgeting, finance, personnel, procurement, grants, or interlocal agreements.

C. The provisions of this Article governing the deposit, retention, accounting, budgeting, expenditure, and use of EMS Enterprise Fund revenues, reserves, net position, retained earnings, and accumulated fund balances shall apply notwithstanding any general accounting or administrative provision of the City Code, unless otherwise expressly provided by ordinance.

D. Nothing in this Article shall create a lien, special assessment, tax, or pledge of revenues unless separately authorized by the City Commission in accordance with applicable law.

E. Nothing in this Article shall create any private right of action against the City, the Ocoee Fire Department, the EMS Division, or any City officer, employee, agent, contractor, or representative.

F. Nothing in this Article shall be construed to require the transfer, reversion, lapse, expenditure, or redistribution of EMS Enterprise Fund revenues, reserves, retained earnings, net position, or accumulated fund balances except as expressly authorized by this Article or by ordinance.

City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING CHAPTER 78, "FIRE PREVENTION AND EMERGENCY MEDICAL RESPONSE," OF THE CITY OF OCOEE CODE OF ORDINANCES BY RENAMING CHAPTER 78, FIRE PREVENTION AND CREATING A NEW CHAPTER 79, ENTITLED EMERGENCY MEDICAL SERVICES DIVISION; ESTABLISHING AN EMERGENCY MEDICAL SERVICES ENTERPRISE FUND; PROVIDING FOR THE ADMINISTRATION, OPERATION, ACCOUNTING, BUDGETING, BILLING, COLLECTION, AND USE OF REVENUES RELATED TO EMERGENCY MEDICAL SERVICES, AMBULANCE TRANSPORTATION, TREATMENT, AND RELATED SERVICES; AUTHORIZING THE CITY COMMISSION TO ADOPT RATES, FEES, CHARGES, BILLING POLICIES, AND COST RECOVERY POLICIES BY RESOLUTION; AUTHORIZING PARTICIPATION IN FEDERAL, STATE, AND INTERGOVERNMENTAL EMS REIMBURSEMENT AND SUPPLEMENTAL PAYMENT PROGRAMS; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR IMPLEMENTATION, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

The proposed ordinance establishes an Emergency Medical Services (EMS) Enterprise Fund and creates a separate EMS Division within the Fire Department to account for and manage the revenues and expenditures associated with the City's emergency medical transport services. The Enterprise Fund will allow EMS operations to be supported primarily through user fees and other EMS-related revenues, creating greater transparency and financial sustainability while reducing reliance on the General Fund and Fire Assessment revenues. The ordinance is intended to promote and protect the public health, safety, and welfare by ensuring the continued provision of high-quality emergency medical services, maintaining adequate staffing and response capabilities, and providing a dedicated and sustainable funding source for EMS operations.

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;

The city estimates that private, for-profit businesses will incur no direct compliance cos

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

The proposed ordinance does not impose any new charges, assessments, or fees on p

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

The ordinance is not anticipated to create any additional regulatory costs for the City.

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

The City estimates that no private, for-profit businesses will be directly impacted by the proposed ordinance.

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

STAFF REPORT

Meeting Date: July 7, 2026
Item #: 16

Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: First Reading of Ordinance for the Text Amendment to the Land Development Code, Creating Section 4-13 to Establish Regulations and Procedures for Certified Recovery Residences. (Community Development Administrator McFarlane)

Background Summary:

Senate Bill (SB) 954 was signed into law by the Governor with an effective date of July 1, 2025. The purpose of SB 954 was to require local governments to adopt an ordinance to formalize and streamline the process for applicants seeking reasonable accommodations under land use regulations for certified recovery residences. The proposed text amendment to the City's Land Development Code (LDC) would create section 4-13 to include language required by SB 954 regarding certified recovery residences. Specifically, this text amendment to the LDC would establish an application process with the City's Planning division, establish processing timelines, establish review criteria, and establish the process for the revocation and reinstatement of accommodations granted under this section of the Code. City staff is currently updating the City's Land Development Code. This text amendment would have been included in that substantial update to the City's LDC; however, SB 180 prevents any substantial updates to the City's LDC at this time. The language in SB 954 requires the City to update the LDC to include specific provisions regarding certified recovery residences.

Recovery residences are defined in Florida Statute as "...a residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug-free living environment."

Certified recovery residences are licensed through the Florida Department of Children and Families. According to the Florida Association of Recovery Residences (FARR), there are currently no Certified Recovery Residences within the City of Ocoee. Under the existing City of Ocoee Code, an applicant seeking to establish a certified recovery residence within the City would need to apply for and receive a Local Business Tax receipt. Further review and permitting by the City's Building Division and Fire Department may be required, depending on any proposed alterations to the building where the certified recovery residence is proposed to be located.

Issue:

Should the Honorable Mayor and City Commissioners recommend approval of the proposed text amendment amending Article IV of the Ocoee Development Code to create section 4-13 to establish regulations and procedures for certified recovery residences, including a process for requesting reasonable accommodation as required by Chapter 2025-182, Laws of Florida?

Recommendations:

Planning and Zoning Commission (PZC) Recommendation

The PZC considered this item at its June 9, 2026, public hearing and recommended approval to the City Commission by a 5-0 vote.

Staff Recommendation

Staff recommends that the Honorable Mayor and City Commission approve the proposed text amendment to Article IV of the Ocoee Development Code, creating section 4-13 to establish regulations and procedures for certified recovery residences, including a process for requesting reasonable accommodation as required by Chapter 2025-182, laws of Florida.

Attachments:

1. Ordinance
2. Business Impact Estimate

Financial Impacts:

None

Type of Item: First Reading

ORDINANCE 2026-___

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING ARTICLE IV, OF THE OCOEE LAND DEVELOPMENT CODE TO CREATE SECTION 4-13 TO ESTABLISH REGULATIONS AND PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES, INCLUDING A PROCESS FOR REQUESTING REASONABLE ACCOMMODATION AS REQUIRED BY CHAPTER 2025-182, LAWS OF FLORIDA; PROVIDING FOR DEFINITIONS; PROVIDING FOR A REASONABLE ACCOMMODATION PROCESS IN ACCORDANCE WITH FEDERAL AND STATE LAW; PROVIDING FOR APPLICATION REQUIREMENTS, REVIEW PROCEDURES, AND DEADLINES; PROVIDING FOR REVOCATION AND REINSTATEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida adopted Chapter 2025-182, Laws of Florida, effective July 1, 2025, amending §§397.487 and 397.4871, Florida Statutes, relating to certified recovery residences; and

WHEREAS, Chapter 2025-182 requires all municipalities and counties to adopt ordinances establishing a process for the review and approval of certified recovery residences no later than January 1, 2026; and

WHEREAS, the City Commission of the City of Ocoee recognizes that certified recovery residences provide important housing opportunities for persons in recovery from substance use disorders and are protected under the Fair Housing Amendments Act of 1988 and the Americans with Disabilities Act; and

WHEREAS, the City of Ocoee is committed to ensuring its land use and zoning processes provide equal housing opportunities for individuals with disabilities while maintaining compliance with state and federal law; and

WHEREAS, the City Commission finds that it is in the best interest of the public health, safety, and welfare to establish clear, consistent procedures for processing requests for reasonable accommodation by certified recovery residences.

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

SECTION 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Adoption. Article IV of the Ocoee Land Development Code is hereby amended to create **Section 4-13, Certified Recovery Residences**, to read as follows:

§ 4-13.- Certified Recovery Residences.

A. Definitions. For purposes of this Section, the following terms shall have the meanings set forth in §397.311, Florida Statutes, as amended:

1. **Certified recovery residence** – A recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator as defined in Section 397.311, Florida Statutes, as amended, including Level I through Level IV certified recovery residences.
2. **Certificate of compliance** – A certificate issued by a credentialing entity to a recovery residence or administrator.
3. **Certified recovery residence administrator** – An administrator who holds a valid certificate of compliance.
4. **Reasonable accommodation** – A waiver or modification of land use, zoning, or other regulations to afford persons with disabilities an equal opportunity to use and enjoy a dwelling, consistent with the Fair Housing Amendments Act and the Americans with Disabilities Act.

B. Applicability.

This Section applies to a certified recovery residence seeking a reasonable accommodation from land use, zoning or land development code regulations within the City. This Section shall not supersede any declaration of covenants, conditions, or restrictions of a condominium, cooperative, or homeowners' association governed by Chapters 718, 719, or 720, Florida Statutes. Except for the seeking of a reasonable accommodation, the review and approval of a certified recovery residence is governed by the City's standard review and approval processes and compliance with applicable codes and ordinances.

C. Application for Reasonable Accommodation.

(i) **Form of Application.** Applications under this Section shall be filed with the Planning Division on a form provided by the City and shall include:

1. Applicant's name, mailing address, telephone number, and email address;
2. Address and parcel identification number of the subject property;
3. Identification of the specific regulation from which relief is sought; and
4. A description of the reasonable accommodation requested along with citations to the applicable code or ordinance provisions at issue and the basis for requesting such accommodation.
5. A copy of the applicable certificate of compliance pertaining to the applicant.

(ii) **Processing.**

1. The Planning Division shall date-stamp all applications upon receipt.
2. Within thirty (30) days of receipt, the City may request additional information in writing. Applicants shall have at least thirty (30) days to respond.
3. Within sixty (60) days of receipt of a completed application, the Development Services Director or designee shall issue a written determination approving, approving with conditions, or denying the request based on evidence-based findings.

4. If no determination is issued within sixty (60) days of a completed application, and no written extension has been agreed to, the request shall be deemed approved.

D. Review Criteria.
Decisions on a request for a reasonable accommodation under this Section shall be based on making the minimum reasonable accommodation necessary to accomplish the purpose of the request and meet the requirements of the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act, and Chapter 2025-182, Laws of Florida. Conditions may be imposed on the reasonable accommodation, provided such conditions are consistent with federal and state law.

E. Revocation and Reinstatement.
(a) **Revocation.** An accommodation granted under this Section may be revoked by the City if the certified recovery residence: (i) loses its certificate of compliance under Florida law, or (ii) closes or vacates the premises.
(b) **Reinstatement.** If the certificate of compliance is reinstated within one hundred eighty (180) days of revocation, the accommodation may be reinstated administratively by the Development Services Director.
(c) **Appeal**. Any certified recovery residence who is adversely affected by a decision made concerning a request for a reasonable accommodation or revocation of accommodation shall have the right to appeal such decision to the City Commission by filing a notice of appeal with the City Clerk within ten (10) days of the applicable decision along with stating the specific basis of the appeal. The City Commission will conduct a quasi-judicial hearing on the appeal within sixty (60) days of the filing of the appeal unless otherwise agreed to by the Development Services Director and the certified recovery residence.

SECTION 3. Conflicts. In the event of a conflict between this Ordinance and any other ordinance or provision of law, this Ordinance shall control to the extent allowable by law.

SECTION 4. Severability. If any portion of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct provision, and such holding shall not affect the validity of the remaining portions.

SECTION 5. Codification. This Ordinance shall be codified in the Code of Ordinances of the City of Ocoee, Florida. Section numbering, formatting, and headings may be altered as necessary.

SECTION 6. Effective Date. This Ordinance shall take effect immediately upon adoption.

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 _____ _____, 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

City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference:
AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING ARTICLE IV, OF THE OCOEE LAND DEVELOPMENT CODE TO CREATE SECTION 4-13 TO ESTABLISH REGULATIONS AND PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES, INCLUDING A PROCESS FOR REQUESTING REASONABLE ACCOMMODATION AS REQUIRED BY CHAPTER 2025-182, LAWS OF FLORIDA; PROVIDING FOR DEFINITIONS; PROVIDING FOR A REASONABLE ACCOMMODATION PROCESS IN ACCORDANCE WITH FEDERAL AND STATE LAW; PROVIDING FOR APPLICATION REQUIREMENTS, REVIEW PROCEDURES, AND DEADLINES; PROVIDING FOR REVOCATION AND REINSTATEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; 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.

- [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):

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING ARTICLE IV, OF THE OCOEE LAND DEVELOPMENT CODE TO CREATE SECTION 4-13 TO ESTABLISH REGULATIONS AND PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES, INCLUDING A PROCESS FOR REQUESTING REASONABLE ACCOMMODATION AS REQUIRED BY CHAPTER 2025-182, LAWS OF FLORIDA; PROVIDING FOR DEFINITIONS; PROVIDING FOR A REASONABLE ACCOMMODATION PROCESS IN ACCORDANCE WITH FEDERAL AND STATE LAW; PROVIDING FOR APPLICATION REQUIREMENTS, REVIEW PROCEDURES, AND DEADLINES; PROVIDING FOR REVOCATION AND REINSTATEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

STAFF REPORT

Meeting Date: July 7, 2026
Item #: 17

Contact Name: Berenice Belizaire
Contact Number: Ext. 1070

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: First Reading of the Ordinance for the 5068 Adair Street — Torres Aguilar/Salcedo Property, Annexation & Rezoning from Orange County A-1 to City of Ocoee R-1; Project No. AX-03-26-01 & RZ-26-03-01. (Planner II Belizaire)

Background Summary:

Owner/Applicant: The property owners/ applicants, Jorge Torres Aguilar and Maribel Salcedo, are represented by Laura Yameen of Luxar Construction, LLC.

General Location: The subject property is located in Commission District 1, west of Adair Street, approximately 750 feet south of the intersection of Clarcona Ocoee Road and Adair Street.

Property Size & Parcel Identification Number: The property comprises approximately 0.38 acres and is identified as Parcel I.D. number 05-22-28-6052-05-010.

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

Current Future Land Use (FLU) Designation	Current Zoning District	Existing Land Use	Overlay/ Unique Features
Low Density Residential (5 units per acre)	County A-1	Vacant land (Previous home demolished)	N/A

Surrounding Properties: The subject property is bordered by the following jurisdictions, future land use (FLU) designations, zoning districts, and land uses:

Direction	Jurisdiction	FLU Designation	Zoning District	Existing Land Uses
North	City of Ocoee	Low Density Residential	City R-1	Single-Family Dwelling
South	Orange County	Low Density Residential	County A-1	Single-Family Dwelling

East	City of Ocoee	Low Density Residential	City R-1	Single-Family Dwelling
West	Orange County	Low Density Residential	County A-1	Single-Family Dwelling

Proposed Site Conditions: The table below summarizes the applicant's request and potential future development of the subject property.

Proposed FLU Designation	**Proposed Zoning District**	**Proposed Use**	**Proposed Development Standards**
N/A (Site remains LDR)	City of Ocoee R-1	Single-Family Dwelling	Conventional R-1 standards

Consistency with Florida Statutes: Pursuant to Section 171.044, Florida Statutes (F.S.), municipalities are authorized to annex contiguous, compact, non-circuitous territory, provided such annexation does not create an enclave. The subject property is contiguous to the City of Ocoee to the north and east, and the proposed annexation does not create an enclave. Rather, the annexation supports the City's efforts to reduce existing enclaves within the municipal boundaries.

Consistency with JPA Agreement: The property is located within the City of Ocoee-Orange County Joint Planning Area (JPA) Agreement, and the proposed annexation and zoning classification are consistent with the adopted JPA Agreement.

Consistency with Adopted Comprehensive Plan: The property is designated as Low Density Residential on the Future Land Use Map (FLUM) within the Comprehensive Plan. The proposed annexation and rezoning are consistent with the adopted comprehensive Plan and FLUM designation.

Access: The previous residence, now demolished, was accessed from Adair Street. Future access for the proposed single-family residence will be evaluated during the building permit review process and will be provided via either 3rd Avenue or Adair Street.

Utilities: City water service is available from a 12" water main adjacent to the property, located west of Adair Street. The applicant has paid the required water service fee and is proceeding with the annexation process to facilitate installation of the water connection. No sewer line connections are available; the property will be served by a private septic system.

Transportation: No transportation issues are anticipated, as the property is entitled to the development of one (1) single-family dwelling unit.

Stormwater: N/A

Schools: N/A

Public Safety: Emergency services, including police and fire protection, are available to serve the subject property.

An Annexation Feasibility & Public Facilities Analysis Report was completed for this property. See the attached document for the complete report.

Issue:
Should the Honorable Mayor and City Commissioners adopt the proposed ordinance for an annexation and rezoning from Orange County A-1 (Citrus Rural District) to City of Ocoee R-1 (Single-Family Dwelling District) for the Torres Aguilar and Salcedo property located at 5068 Adair Street?

Recommendations:
Development Review Committee (DRC) Recommendation:
The Development Review Committee (DRC) met on Tuesday, June 2, 2026, to consider the application for annexation and rezoning. Upon a finding of consistency with the City's regulations and policies and the terms of the City of Ocoee-Orange County Joint Planning Area (JPA) Agreement, the DRC made a recommendation of approval of the proposed annexation and rezoning of the property located at 5068 Adair Street, from Orange County A-1 (Citrus Rural District) to City of Ocoee R-1 (Single-Family Dwelling District), as requested by the applicant for the property owners, Torres Aguilar and Salcedo property located at 5068 Adair Street.

Planning & Zoning Commission (PZC) Recommendation:
The Planning & Zoning (PZC), acting as the Local Planning Agency (LPA), considered this item at its June 2, 2026, hearing and made a recommendation of approval (5-0) of the proposed annexation and rezoning from Orange County A-1 (Citrus Rural District) to City of Ocoee R-1 (Single-Family Dwelling District) for the Torres Aguilar and Salcedo property located at 5068 Adair Street.

Staff Recommendation:
Staff recommends that the Honorable Mayor and City Commissioners adopt the proposed annexation and rezoning from Orange County A-1 (Citrus Rural District) to City of Ocoee R-1 (Single-Family Dwelling District) for the Torres Aguilar and Salcedo property located at 5068 Adair Street.

Attachments:
1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Feasibility Report
6. Annexation Ordinance
7. Rezoning Ordinance
8. Business Impact Estimate Form

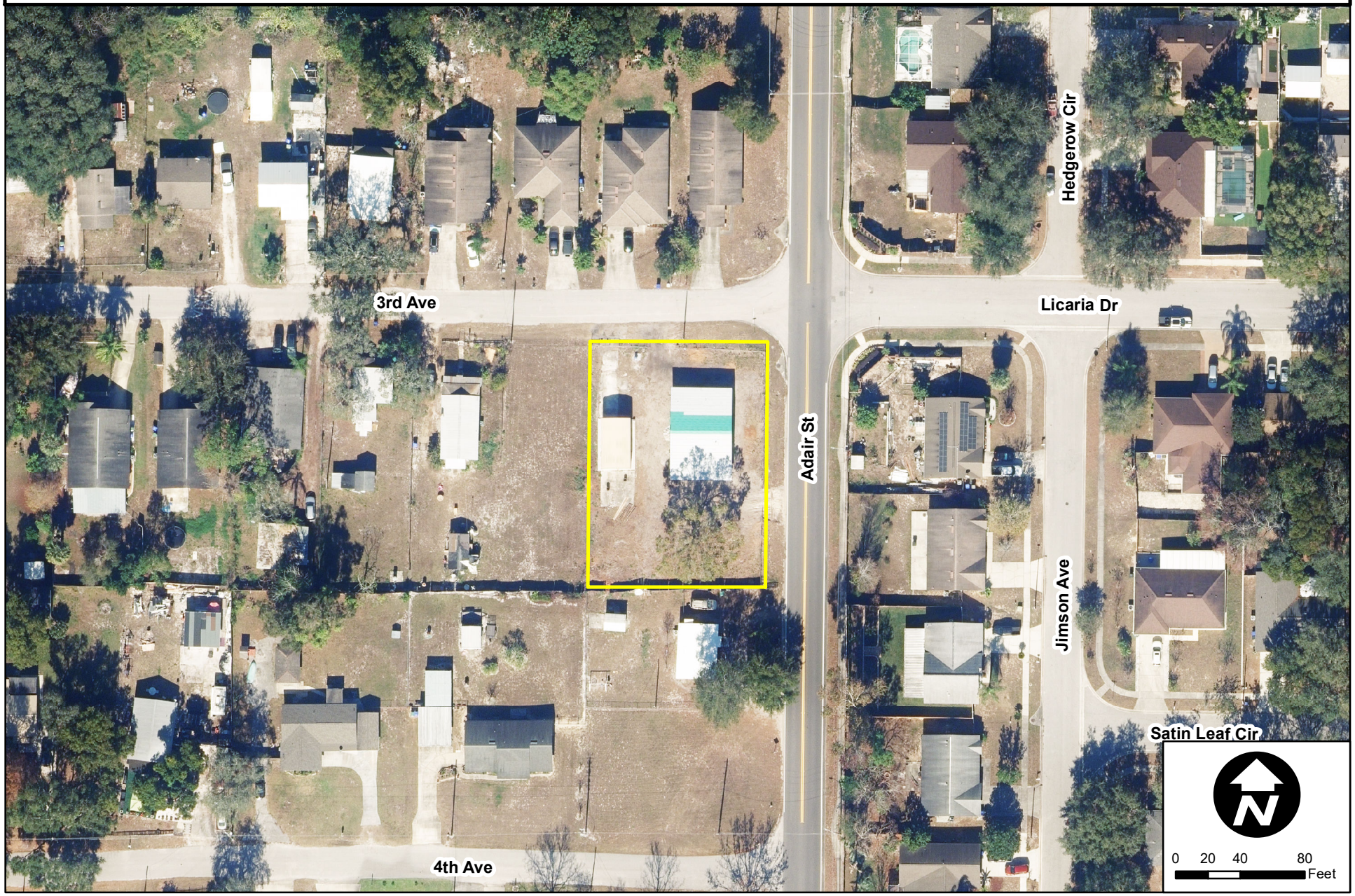
Financial Impacts:
N/A

Type of Item: First Reading

5068 Adair Street
Location Map



5068 Adair Street
Aerial Photography

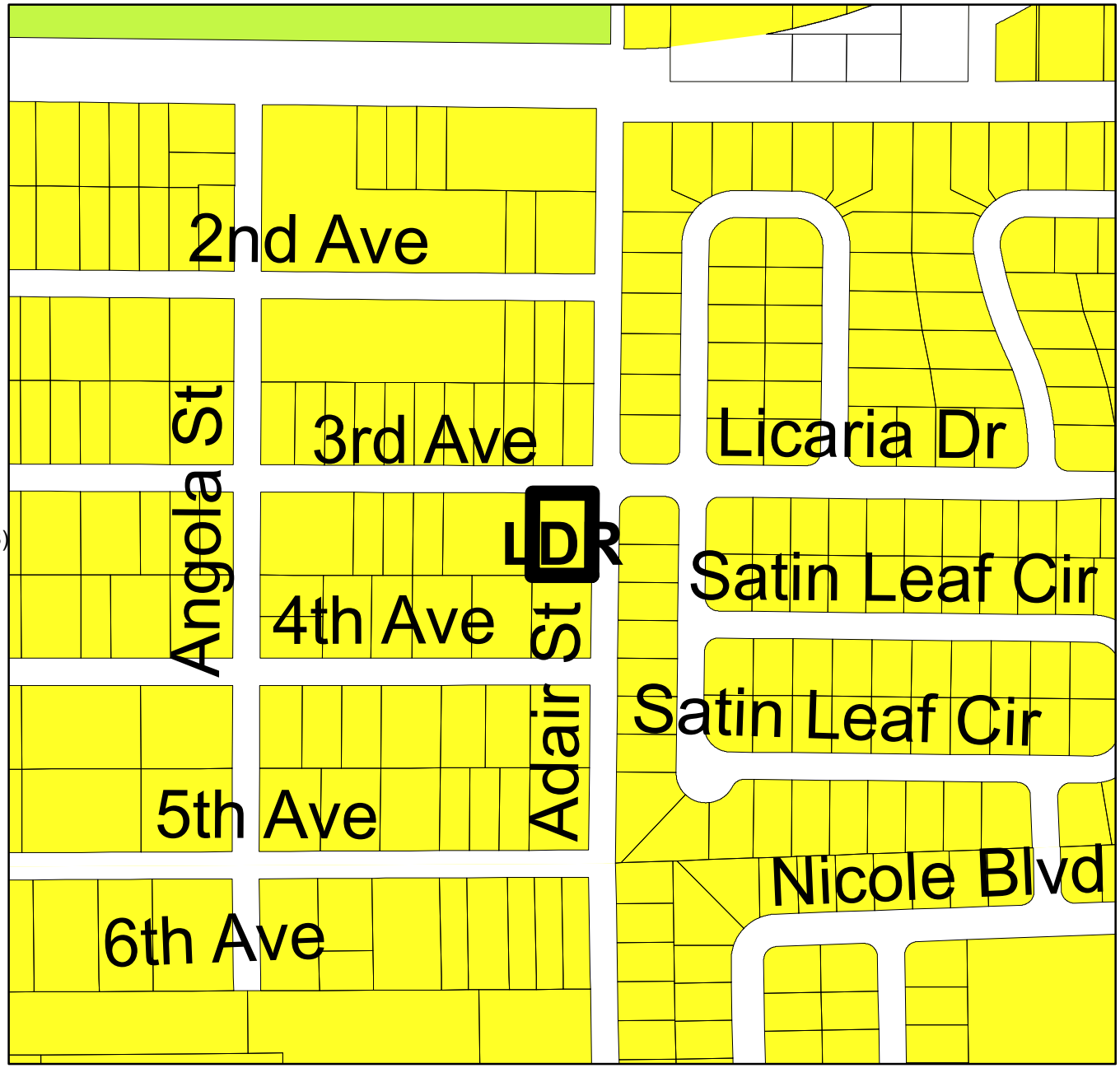


5068 Adair Street
Surrounding Future Land Use Map

Development Services Department

0 70 140 280 Feet

Created: May 2026



Subject Property

Future Land Use Classification:

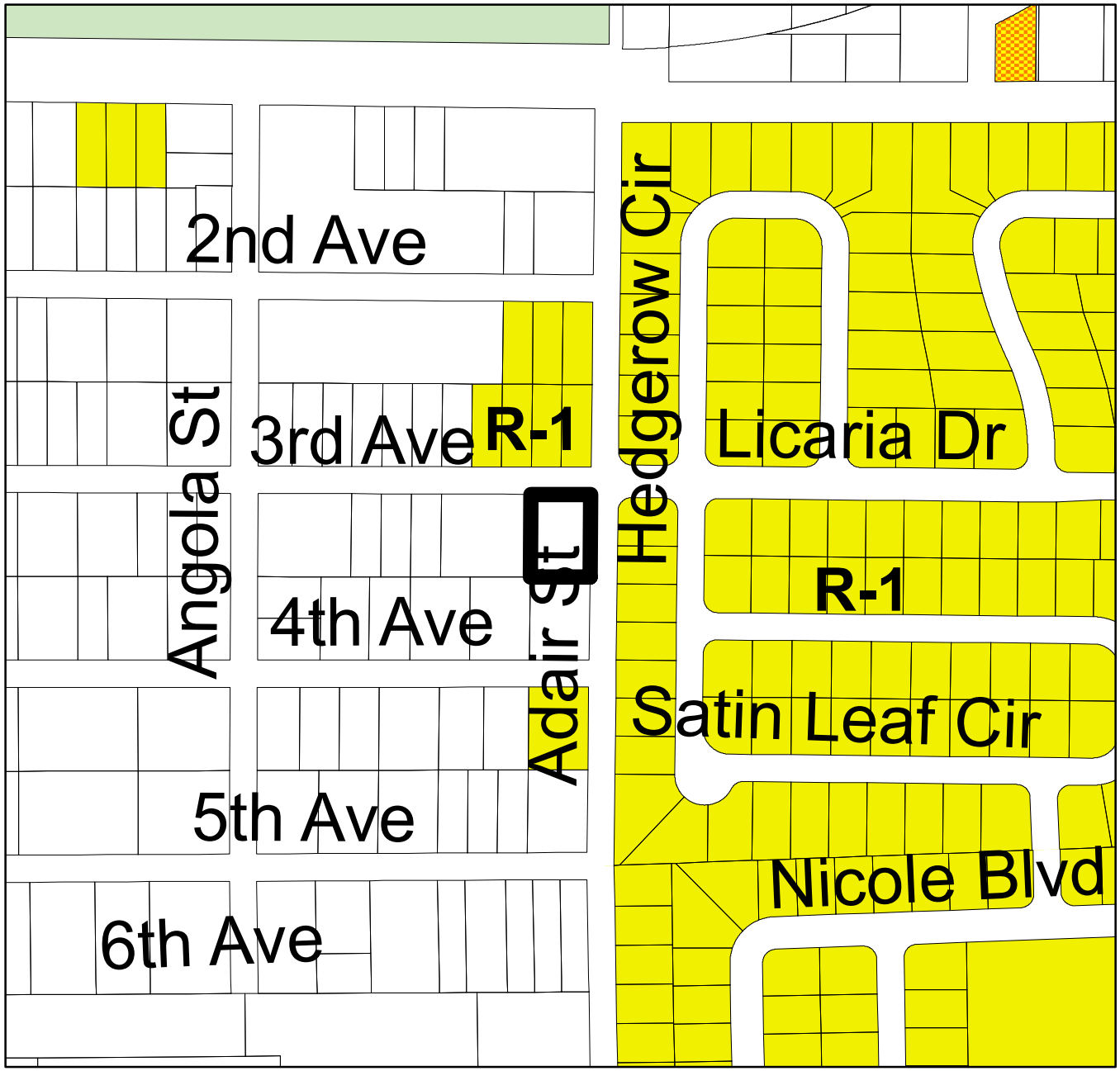
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Professional Offices and Services (PS)
- Commercial (COMM)
- Light Industrial (LI)
- Heavy Industrial (HI)
- Conservation/Floodplains (CONS)
- Recreation and Open Space (REC)
- Public Facilities/Institutional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

5068 Adair Street
Surrounding Zoning Map

Development Services
Department

0 70 140 280
Feet

Created: May 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

CITY OF OCOEE
ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-03-26-01 & RZ-26-03-01
APPLICANT NAME: JORGES A. TORRES AGUILAR & MARIBEL SALCEDO, REPRESENTED BY LUXAR CONSTRUCTION, LLC
PROJECT NAME: 5068 ADAIR STREET

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

I. PLANNING DEPARTMENT	Berenice Belizaire, Planner I
A. Applicant/Owner	
1. Owner (if different from Applicant)**:**	Jorges A. Torres Aguilar & Maribel Salcedo

B. Property Location	
1. General Location:	West of Adair Street, approximately 750 feet south of the intersection of Clarcona Ocoee Road and Adair Street
2. Parcel Identification Number:	05-22-28-6052-05-010
3. Street Addresses:	5068 Adair Street, Ocoee FL 34761
4. Size and Number of Parcels:	0.38

C. Use Characteristics	
1. Existing Use:	Vacant residential
2. Proposed use:	Single-family dwelling
3. Density / Intensity:	Low Density Residential (LDR)
4. Projected Population:	N/A

D. Zoning and Land Use	
1. Orange County Future Land Use:	Low Density Residential
2. Orange County Zoning:	ORG- R-1 (Single-family dwelling district)
3. Existing Ocoee Future Land Use:	Low Density Residential per JPA FLUM
4. Proposed Ocoee Zoning:	R-1

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

II. FIRE DEPARTMENT	
1. Availability:	Yes

III. POLICE DEPARTMENT	
1. Availability:	Yes

IV. ECONOMIC VALUE	Berenice Belizaire, Planner II
1. Property Appraiser Market Value:	$198,840
2. Property Appraiser Taxable Value	$198,840
3. Estimated City Ad Valorem Taxes:	TBD
4. Anticipated Licenses & Permits:	TBD
5. Potential Impact Fees:	TBD
6. Total Project Revenues:	TBD

V. PUBLIC WORKS DEPARTMENT	
1. Within the 100-year Flood Plain:	

VI. UTILITIES	T'Jean Tomlinson, P.E., Engineering Manager
A. Potable Water	
1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	No
4. Location and Size of Nearest Water Main:	12" water main is adjacent to property on the west side of Adair St; applicant has paid for water service installation once Annexation is completed.

B. Sanitary Sewer	
1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	No; no sewer connection/lateral is available for this property.
3. Extension Needed:	No; applicant is only connecting to water service.
4. Location and Size of Nearest Force Main:	N/A
5. Annexation Agreement Needed:	No

C. Other	
1. Utility Easement Needed:	No
2. Private Lift Station Needed:	No
3. Well Protection Area Needed:	No

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

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

IX. SITE SPECIFIC ISSUES All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS Berenice Belizaire, Planner II

ORDINANCE NO. 2026-
(Annexation Ordinance for 5068 Adair Street –
Torres Aguilar and Salcedo Property)

TAX PARCEL ID: 05-22-28-6052-05-010

CASE NO. AX-03-26-01: 5068 Adair Street – Torres Aguilar and Salcedo Property Annexation

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.38 ACRES LOCATED AT 5068 ADAIR STREET, LOCATED WEST OF ADAIR STREET, APPROXIMATELY 750 FEET SOUTH OF THE INTERSECTION OF CLARCONA OCOEE ROAD AND ADAIR STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION 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 property located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the "Ocoee City Commission") to annex approximately 0.38 acres of property, as more particularly described in **Exhibit "A"** attached hereto, into the corporate limits of the City of Ocoee, Florida; and

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

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

WHEREAS, on June 9, 2026, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation 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 property into its corporate limits upon petition of the owners of said real property; and

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

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

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

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

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

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

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

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the 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 land herein described and annexed.

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

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

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

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

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

PASSED AND ADOPTED this _____ day of _____, 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.: 05-22-28-6052-05-010

LOTS 1 AND 2, BLOCK E, OAK LEVEL HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK L, PAGES(S) 31, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

EXHIBIT "B"

5068 Adair Street

Location Map



ORDINANCE NO. 2026-
(Rezoning Ordinance for 5068 Adair Street–
Torres Aguilar and Salcedo Property)

TAX PARCEL ID: 05-22-28-6052-05-010

CASE NO. RZ-26-03-01: 5068 Adair Street- Torres Aguilar and Salcedo Property 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 R-1 (SINGLE-FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.38 ACRES LOCATED AT 5068 ADAIR STREET, LOCATED WEST OF ADAIR STREET, APPROXIMATELY 750 FEET SOUTH OF THE INTERSECTION OF CLARCONA OCOEE ROAD AND ADAIR STREET, 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 property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the "Ocoee City Commission") to rezone said real property (the "Rezoning"); and

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 0.38 acres, more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, from Orange County A-1 to City of Ocoee R-1; 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 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 June 9, 2026, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and

determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee City Commission find the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on July 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 Property described in **Exhibit "A"** containing approximately 0.38 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County A-1 to City of Ocoee R-1. A map of said land herein described, which clearly shows the area of the Rezoning, is attached hereto as **Exhibit "B"** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Envision 2045 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.: 05-22-28-6052-05-010

LOTS 1 AND 2, BLOCK E, OAK LEVEL HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK L, PAGES(S) 31, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

EXHIBIT "B"

5068 Adair Street

Location Map



City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference:

ANNEXATION ORDINANCE: AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.38 ACRES LOCATED AT 5068 ADAIR STREET, LOCATED WEST OF ADAIR STREET, APPROXIMATELY 750 FEET SOUTH OF THE INTERSECTION OF CLARCONA OCOEE ROAD AND ADAIR STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION 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.

REZONING ORDINANCE: AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY OF OCOEE R-1 (SINGLE-FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.38 ACRES LOCATED AT 5068 ADAIR STREET, LOCATED WEST OF ADAIR STREET, APPROXIMATELY 750 FEET SOUTH OF THE INTERSECTION OF CLARCONA OCOEE ROAD AND ADAIR STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE ENVISION 2045 OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

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

The proposed ordinances will annex and rezone the property located at 5068 Adair Street—Torres Aguilar and Salcedo Property—into the city from Orange County A-1 (Citrus Rural District) to City of Ocoee R-1 (Single-Family Dwelling District). The purpose of the annexation and rezoning is for the property to be incorporated within the City of Ocoee in accordance with the annexation requirement to receive city water services.

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

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

N/A

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

N/A

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

N/A

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

N/A

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

The purpose of the annexation and rezoning is for the property located at 5068 Adair Street— Torres Aguilar and Salcedo Property—to be incorporated within the City of Ocoee in accordance with the annexation requirement to receive city water services.

STAFF REPORT

Meeting Date: July 7, 2026
Item #: 18

Contact Name: Scott Nylander
Contact Number: Ext. 3315

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Second Reading of an Ordinance Regulating Micromobility Vehicles. (Police Chief Ogburn)

Background Summary:

The first reading of the ordinance was held on June 16, 2026.

Micromobility vehicles (such as e-bikes, e-scooters, and motorized skateboards) have rapidly risen in popularity across Central Florida. Under current Florida law, F.S. 316.20655, which regulates e-bikes, no driver's license, registration, or insurance is required to ride a compliant e-bike. One can be operated wherever regular bikes go: roads, shoulders, bike lanes, and multi-use paths. Riders and passengers under 16 must wear a properly fitted helmet; it's optional but recommended for adults. Cities and counties can restrict e-bikes on sidewalks, beaches, dunes, and specific bike paths or trail networks.

The proposed micromobility ordinance will enable the City of Ocoee to establish a clear legal framework for managing the rapid rise in micromobility devices on its public streets and walkways. By passing local regulations, the city can cap riding speeds, mandate safety gear, address growing safety hazards, clarify enforcement laws, manage public spaces effectively, and reduce severe crashes and trauma-related injuries. Furthermore, enacting this ordinance aligns Ocoee with neighboring communities by empowering local law enforcement to regulate micromobility vehicles and enhance public safety.

Under current statewide law, F.S. 316.20655, which regulates e-bikes, no driver's license, registration, or insurance is required to ride or operate a compliant e-bike. These micromobility devices can generally be operated wherever regular bikes are allowed: on roadways, shoulders, bike lanes, and multi-use paths.Riders and passengers under 16 must wear a properly fitted helmet; it's optional, but highly recommended for adults.

Issue:

Should the Honorable Mayor and City Commission approve the proposed ordinance regulating micromobility vehicles?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the proposed ordinance regulating micromobility vehicles.

Attachments:

1. Ordinance Regulating Electric Bikes Micromobility Devices
2. Business Impact Estimate - Micromobility Ordinance
3. Advertisement

Financial Impacts:
There is no fiscal impact to the City of Ocoee.

Type of Item: Second Reading Public Hearing

ORDINANCE 2026-

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING CHAPTER 153 OF THE CITY CODE ("STREETS AND SIDEWALKS") TO ESTABLISH A NEW ARTICLE V TO REGULATE AND GOVERN THE OPERATION OF ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND OTHER MICROMOBILITY DEVICES; PROVIDING DEFINITIONS; ESTABLISHING OPERATIONAL REQUIREMENTS AND RESTRICTIONS; ESTABLISHING SIDEWALK, STREET, PARK, AND PUBLIC PROPERTY REGULATIONS; PROHIBITING RECKLESS OPERATION AND STUNTS; PROVIDING FOR ENFORCEMENT, PENALTIES, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee recognizes the increasing use of electric bicycles, electric scooters, and other micromobility devices within the City; and

WHEREAS, the City Commission finds that reasonable regulations are necessary to protect pedestrians, motorists, park property, and to provide for the public health, safety, and welfare; and

WHEREAS, the City Commission desires to promote the safe and lawful operation of micromobility devices while maintaining consistency with applicable provisions of Florida law, including Chapter 316, Florida Statutes; and

WHEREAS, Section 316.20655, Florida Statutes, states, "[T}his section may not be construed to prevent a local government, through the exercise of its powers under s. 316.008, from adopting an ordinance governing the operation of electric bicycles on streets, highways, sidewalks, and sidewalk areas under or within the local government's jurisdiction [or] to prevent a municipality…having jurisdiction over the bicycle path, multiuse path, or trail network from restricting or prohibiting the operation of an electric bicycle on a bicycle path, multiuse path, or trail network…." and

WHEREAS, the City Commission has full authority to regulate electric bicycles, electric scooters, and other micromobility devices under its Home Rule Powers in Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, Florida Statutes.

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

SECTION 1. AMENDING CHAPTER 153 OF THE CITY CODE TO CREATE A NEW ARTICLE V, SECTION 153-40.

Chapter 153 of the City of Ocoee Code of Ordinances ("Streets and Sidewalks") is hereby amended to create a new Article V to read as follows (underlined words constitute additions):

§§ 153-34 -- 153-39. - Reserved

ARTICLE V – Electric Bicycles, Electric Scooters, and Micromobility Devices

§ 153-40 – Regulation of Electric Bicycles, Electric Scooters and Micromobility Devices

A. Purpose and Intent.

The purpose of this section is to regulate the operation of electric bicycles, electric scooters, and other micromobility devices to:

(1) Promote safe interaction between pedestrians, bicyclists, motorists, and micromobility users;

(2) Prevent and reduce injuries and fatalities;

(3) Protect public parks, sidewalks, streets, and other public infrastructure from damage;

(4) Prohibit reckless operation and reduce hazardous and nuisance behaviors; and

(5) Maintain consistency with applicable Florida law.

B. Definitions.

For purposes of this section, the following terms shall have the meanings provided below:

(1) Electric Bicycle (E-Bike).

Any bicycle equipped with fully operable pedals, an electric motor of less than seven hundred fifty (750) watts or less motor, and meeting the classifications established under Section 316.003, Florida Statutes.

(2) Electric Scooter.

A device weighing less than seventy-five (75) pounds that has handlebars, a floorboard designed to stand upon while riding, and is powered by an electric motor, including devices defined under Section 316.2128, Florida Statutes.

(3) Micromobility Device.

Any electric bicycle, electric scooter, motorized skateboard, self-balancing device, one-wheel electric device, or similar small-wheeled transportation device designed for individual transportation.

(4) Sidewalk.

That portion of a right-of-way or street between the curbline or lateral line of a roadway and the adjacent property line intended for use primarily by pedestrians.

(5) Public Park.

Any public park, recreational facility, trail, athletic field, playground, open green space, or other publicly owned recreational property operated or maintained by the City.

(6) Reckless Operation.

Operation of a micromobility device with willful or wanton disregard for the safety of persons or property. Reckless operation includes operation in a manner that endangers or is likely to endanger persons or property, including excessive speed, abrupt maneuvers, stunts, or the failure to yield.

C. General Operating Requirements.

(1) Compliance with State Law.

Operators of electric bicycles, electric scooters, and micromobility devices shall comply with all applicable provisions of Chapter 316, Florida Statutes, governing bicycles and vehicles unless otherwise specifically exempted by law.

(2) Careless or Reckless Operation Prohibited.

No person shall operate an electric bicycle, electric scooter, or micromobility device in a careless, reckless, negligent, or unsafe manner.

(3) Limitation on the Number of Riders.

No electric bicycle, electric scooter, or micromobility device shall carry more persons than it is designed to accommodate.

(4) Audible Warning.

Operators shall provide an audible warning prior to overtaking or passing pedestrians on a sidewalks, multi-use path, or trail network.

(5) Lighting.

Micromobility devices operating between sunset and sunrise must be equipped with a front white lamp, a red rear light, and rear reflector that complies with the requirements of section 316.2065(7), Florida Statutes.

D. Sidewalk and Shared-Use Path Operation.

(1) Yield to Pedestrians.

Operators using sidewalks, multi-use paths, or trail networks, shall always yield the right-of-way to all pedestrians.

(2) Safe Speed Required.

No micromobility device shall be operated on a sidewalk or shared-use path at a speed greater than is reasonable and prudent under existing conditions and not greater than 10 miles per hour if within 50 feet of a pedestrian.

(3) Maximum Sidewalk Speed.

No person shall operate a micromobility device on a sidewalk or shared-use path at a speed exceeding ten (10) miles per hour.

(4) Congested Areas.

In areas of high pedestrian activity, operators shall reduce speed to avoid endangering pedestrians and shall dismount when necessary for public safety.

(5) Pedestrian Priority.

Pedestrians shall have priority on all sidewalks and shared-use paths. Operators shall maintain control of the device and maintain a safe separation distance from pedestrians.

E. Street and Roadway Operation.

(1) Compliance with Bicycle Rules.

No person shall operate an electric bicycle, electric scooter, or other micromobility device upon a public roadway except in compliance with all laws and regulations applicable to bicycles under Chapter 316, Florida Statutes.

(2) Direction of Travel.

Micromobility devices operated on streets shall travel in the same direction as vehicular traffic.

(3) Traffic Control Devices.

Operators shall obey all traffic control devices, signs, and signals.

(4) Prohibited Streets.

The City Manager or their designee may prohibit or restrict micromobility device operation on designated roadways or corridors when deemed necessary for public safety.

F. Parks and Public Property.

(1) Damage to Grass or Landscaping Prohibited.

No person shall operate a micromobility device in any landscaped area, athletic field, or grass area in a manner that damages or is likely to damage turf, landscaping, irrigation systems, or other public property.

(2) Off-Path Operation Restricted.

Micromobility devices shall remain on designated paved surfaces, trails, or authorized paths within public parks unless otherwise authorized by the City.

(3) Wet or Sensitive Areas.

Operation through muddy, saturated, newly seeded, or environmentally sensitive areas within public parks is prohibited.

(4) Event Restrictions.

The City may temporarily restrict or prohibit micromobility device use within parks or public property during special events, maintenance operations, or emergency conditions.

G. Prohibited Acts.

No person shall:

(1) Stunt Riding.

Operate a micromobility device while performing stunts, tricks, or acrobatic maneuvers upon public streets, sidewalks, parks, parking lots, or other public property.

(2) Wheelies.

Operate a micromobility device while intentionally lifting one or more wheels off the ground for an extended distance or period of time, commonly known as a "wheelie," in any public area or right-of-way.

(3) Racing.

Engage in racing, speed contests, or exhibition riding upon public property.

(4) Towing.

Attach a micromobility device to any moving motor vehicle except that an electric bicycle may be transported on a motor vehicle on a bicycle rack designed for such purpose.

(5) Obstruction.

Park or leave a micromobility device in a manner that obstructs sidewalks, driveways, ramps, crosswalks, entrances, or accessibility features.

(6) Use While Impaired.

Operate a micromobility device under the influence of alcohol or controlled substances to the extent that normal faculties are impaired.

(7) Operation on Environmentally Sensitive and Private Property.

Operation through muddy, saturated, newly seeded, or environmentally sensitive areas, and signed prohibited areas of private property. Damaging private property by careless or reckless operation.

H. Minors and Safety Equipment.

(1) Helmet Use.

Helmet use shall comply with applicable provisions of Florida law. Helmets are required for all persons under 16 years of age while operating an electric bike, electric scooter or micromobility device.

(2) Parent or Guardian Responsibility.

A parent or legal guardian shall not knowingly permit a minor to violate the provisions of this section.

I. Enforcement.

(1) Enforcement Authority.

The Ocoee Police Department, Code Enforcement Officers, or any authorized enforcement official of the City may enforce the provisions of this section.

(2) Violations.

Violations of this section may be enforced through:

a. Warning notices;

b. Civil citations;

c. Noncriminal traffic citations when authorized by law;

d. Impoundment of micromobility devices when authorized by law; and/or

e. Any other lawful enforcement mechanism available to the City.

(3) Continuing Violations.

Each separate occurrence violating the provisions of this section shall constitute a separate offense.

J. Interpretation and Consistency with State Law.

This section shall be interpreted consistently with applicable provisions of Florida law, including Chapter 316, Florida Statutes. In the event of a direct conflict between this section and state law, state law shall control.

SECTION 2. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. CODIFICATION.

It is the intent of the City Commission that the provisions of this Ordinance shall become and be made a part of the City of Ocoee Code of Ordinances, and that the City Clerk is authorized to renumber or re-letter this Ordinance as appropriate to accomplish such intent.

SECTION 4. CONFLICTS.

This ordinance prevails in the event of any conflict with another ordinance or any part thereof.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption as provided by law.

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; 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, AMENDING CHAPTER 153 OF THE CITY CODE ("STREETS AND SIDEWALKS") TO ESTABLISH A NEW ARTICLE V TO REGULATE AND GOVERN THE OPERATION OF ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND OTHER MICROMOBILITY DEVICES; PROVIDING DEFINITIONS; ESTABLISHING OPERATIONAL REQUIREMENTS AND RESTRICTIONS; ESTABLISHING SIDEWALK, STREET, PARK, AND PUBLIC PROPERTY REGULATIONS; PROHIBITING RECKLESS OPERATION AND STUNTS; PROVIDING FOR ENFORCEMENT, PENALTIES, SEVERABILITY, CONFLICTS, CODIFICATION, 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.

- [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):

Micromobility vehicles (such as e-bikes, e-scooters, and motorized skateboards) have rapidly risen in popularity across Central Florida. A micromobility ordinance will help the City of Ocoee establish a clear legal framework to manage the rapid rise of micromobility devices on its public streets and walkways. By passing local regulations, the city can cap riding speeds, mandate safety gear, address growing safety hazards, clarify enforcement laws, manage public spaces effectively, and reduce the number of severe crashes and trauma related injuries. Furthermore, enacting this ordinance aligns Ocoee with neighboring communities by empowering local law enforcement to regulate micromobility vehicles and enhance public safety.

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):

This ordinance will give the agency the ability to enforce the city ordinance regulating e-bikes and e-scooters

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
PUBLIC HEARING

A Public Hearing before the **Ocoee City Commission** will be held Tuesday, July 7, 2026, at 6:15 p.m. or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following ordinances:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING CHAPTER 153 OF THE CITY CODE ("STREETS AND SIDEWALKS") TO ESTABLISH A NEW ARTICLE V TO REGULATE AND GOVERN THE OPERATION OF ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND OTHER MICROMOBILITY DEVICES; PROVIDING DEFINITIONS; ESTABLISHING OPERATIONAL REQUIREMENTS AND RESTRICTIONS; ESTABLISHING SIDEWALK, STREET, PARK, AND PUBLIC PROPERTY REGULATIONS; PROHIBITING RECKLESS OPERATION AND STUNTS; PROVIDING FOR ENFORCEMENT, PENALTIES, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE PROVISION OF SERVICES, FACILITIES, PROGRAMS, AND LOCAL IMPROVEMENTS WITHIN THE CITY OF OCOEE, FLORIDA; ADOPTING CHAPTER 105 OF THE CITY OF OCOEE CODE OF ORDINANCES ENTITLED "MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS"; AUTHORIZING THE IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE CITY OF OCOEE; PROVIDING CERTAIN DEFINITIONS AND DEFINING THE TERMS "ASSESSMENT," "SERVICE ASSESSMENT," AND "CAPITAL ASSESSMENT"; PROVIDING FOR THE CREATION OF ASSESSMENT AREAS; ESTABLISHING THE PROCEDURES FOR IMPOSING CAPITAL AND SERVICE ASSESSMENTS; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR AN ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, CITY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING EXEMPTIONS; PROVIDING PROCEDURES FOR COLLECTION OF ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR ISSUANCE OF OBLIGATIONS; DECLARING THE PROVISIONS OF THIS ORDINANCE TO BE SUPPLEMENTAL, ADDITIONAL, AND AN ALTERNATIVE METHOD; PROVIDING FOR APPLICABILITY AND SEVERABILITY; PROVIDING FOR CONFLICTS AND CODIFICATION; 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.

June 25, 2026 26-02053W

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: July 7, 2026
Item #: 19

Contact Name: Jen Bolling
Contact Number: Ext. 4021

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Second Reading of an Ordinance to Create Chapter 105 Master Capital Project and Service Assessment. (Utilities Director Bolling)

Background Summary:

The first reading of the ordinance was held on June 16, 2026.

The 2017 Downtown Master Plan identified the lack of central sewer as a major barrier to redevelopment and the Wekiva Basin studies identified septic tanks as a major contributor to nutrient loading in Starke Lake. To meet mandated state nutrient reduction requirements and support downtown redevelopment, the City has extended sewer service through multiple projects over the past several years.

Currently, thirty-nine downtown customers have sewer available but are not yet connected. State law (Section 381.00655(1)(a), Florida Statutes) and the 2016 Wastewater Revenue Bond, requires parcels with available sewer to connect. The recently awarded Florida Department of Environmental Protection, Florida Springs Grant, covers the on-property construction work needed to connect to sewer, but it does not cover the City's required one-time sewer capital fee ($8,030.00).

To provide flexibility in paying this fee, the Commission approved three payment options on April 7, 2026:
1. Standard cash payment at time of connection
2. Interest free 24 month payment on the utility bill (statutorily required)
3. A 10-year non-ad valorem assessment under the City's home rule authority and Section 197.3632, F.S.

Option 3 requires adoption of new Code provisions establishing the procedures for the special assessment. Although special assessments have historically been created on a project-by-project basis, the proposed ordinance creates a comprehensive and consistent framework for the imposition, administration, and collection of special assessments for services and capital improvements. This ordinance supports the sewer assessment and provides funding flexibility for future infrastructure projects, ensuring fair and reasonable cost apportionment to benefited properties.

Issue:

Should the Honorable Mayor and City Commission approve the proposed ordinance for Master Capital Project and Service Assessment?

Recommendations:
Staff recommends the Honorable Mayor and City Commission approve the proposed ordinance for Master Capital Project and Service Assessment.

Attachments:
1. Ordinance Creating New Chapter 105
2. Business Impact Estimate Form
3. Advertisement

Financial Impacts:

There is no financial impact to the City of Ocoee.

Type of Item: Second Reading Public Hearing

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE PROVISION OF SERVICES, FACILITIES, PROGRAMS, AND LOCAL IMPROVEMENTS WITHIN THE CITY OF OCOEE, FLORIDA; ADOPTING CHAPTER 105 OF THE CITY OF OCOEE CODE OF ORDINANCES ENTITLED "MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS"; AUTHORIZING THE IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE CITY OF OCOEE; PROVIDING CERTAIN DEFINITIONS AND DEFINING THE TERMS "ASSESSMENT," "SERVICE ASSESSMENT," AND "CAPITAL ASSESSMENT"; PROVIDING FOR THE CREATION OF ASSESSMENT AREAS; ESTABLISHING THE PROCEDURES FOR IMPOSING CAPITAL AND SERVICE ASSESSMENTS; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR AN ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, CITY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING EXEMPTIONS; PROVIDING PROCEDURES FOR COLLECTION OF ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR ISSUANCE OF OBLIGATIONS; DECLARING THE PROVISIONS OF THIS ORDINANCE TO BE SUPPLEMENTAL, ADDITIONAL, AND AN ALTERNATIVE METHOD; PROVIDING FOR APPLICABILITY AND SEVERABILITY; PROVIDING FOR CONFLICTS AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA:

SECTION 1. ADOPTION OF MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS. The Master Capital Project and Service Assessment Ordinance is hereby adopted as a new Chapter 105 of the City of Ocoee Code of Ordinances, which shall read as follows:

CHAPTER 105. – MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS

ARTICLE I. – IN GENERAL

§ 105-1. - Definitions. As used in this Chapter, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

"Annual Rate Resolution" means the resolution described in § 105-28 and §105-47 hereof, approving an Assessment Roll for a specific Fiscal Year.

"Assessed Property" means all parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the service, facility or program or provision of a Local Improvement identified in the Initial Assessment Resolution.

"Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements or the Service Cost of services that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. The term "Assessment" shall include Capital Assessments and Service Assessments.

"Assessment Area" means any of the areas created by resolution of the Commission pursuant to § 105-4 hereof, that specially benefit from a Local Improvement or service, facility, or program.

"Assessment Roll" means the special assessment roll relating to an Assessment approved by a Final Assessment Resolution pursuant to § 105-26 or § 105-45 hereof or an Annual Rate Resolution pursuant to § 105-28 or §105-47 hereof.

"Assessment Unit" means the unit or criteria utilized to determine the Assessment for each parcel of property, as set forth in the Initial Assessment Resolution. "Assessment Units" may include, by way of example only and not limitation, one or a combination of the following: front footage, platted lots or parcels of record, vested lots, land area, improvement area, equivalent residential connections, permitted land use, trip generation rates, rights to future trip generation capacity under applicable concurrency management regulations, property value or any other physical characteristic or reasonably expected use of the property that has a logical relationship to the Local Improvement or service to be funded from proceeds of the Assessment.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel or property of any kind. This term shall include mobile homes or any vehicles serving in any way the function of a building.

"Building Permit" means an official document or certificate issued by the City, under the authority of ordinance or law, authorizing the construction or siting of any Building within the City. The term "Building Permit" shall also include set up or tie down permits for those structures or Buildings, such as a mobile home, that do not require a Building Permit in order to be constructed.

"Capital Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. Capital Assessments are often amortized and collected for a term of years established by the Commission.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, construction, installation, reconstruction, renewal or replacement (including demolition, environmental mitigation and relocation) of Local Improvements and imposition of the related Assessments under generally accepted accounting principles and including reimbursement to the City for any funds advanced for Capital Cost and interest on any interfund or intrafund loan for such purposes.

"Certificate of Occupancy" means an official document or certificate issued by the City, under the authority of ordinance or law, authorizing the occupancy of any Building within the City. The term "Certificate of Occupancy" shall also include set up or tie down permits for those structures

or Buildings, such as a mobile home, that do not require a Certificate of Occupancy in order to be occupied.

"City" means the City of Ocoee, a municipal corporation of the State of Florida.

"City Manager" means the chief administrative officer of the City, or such person's designee.

"Commission" shall mean the City Commission of the City of Ocoee, Florida.

"Final Assessment Resolution" means the resolution described in § 105-26 and § 105-45 hereof which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the imposition of an Assessment.

"Fiscal Year" means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the City.

"Government Property" means property owned by the United States of America or any agency thereof, a sovereign nation, the State of Florida or any agency thereof, a County, a special district or a municipal corporation.

"Initial Assessment Resolution" means the resolution described in § 105-22 and § 105-41 hereof which shall be the initial proceeding for the identification of the service, facility, program, or Local Improvement for which an Assessment is to be made and for the imposition of an Assessment.

"Local Improvement" means a capital improvement constructed or installed by the City for the special benefit of an Assessment Area.

"Maximum Assessment Rate" means the maximum rate of assessment established by the Final Assessment Resolution for the service, facility, program, or Local Improvement.

"Obligations" means bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases, reimbursable advances by the City, or any other obligation issued or incurred to finance any portion of the Project Cost of Local Improvements and secured, in whole or in part, by proceeds of the Assessments.

"Ordinance" means this Master Capital Project and Service Assessment Ordinance, as it may be amended from time-to-time.

"Owner" shall mean the Person reflected as the owner of Assessed Property on the Tax Roll.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

"Pledged Revenue" means, as to any series of Obligations, (A) the proceeds of such Obligations, including investment earnings, (B) proceeds of the Assessments pledged to secure the payment of such Obligations, and (C) any other legally available non-ad valorem revenue pledged, at the Commission's sole option, to secure the payment of such Obligations, as specified by the ordinance or resolution authorizing such Obligations.

"Preliminary Rate Resolution" means the resolution described in § 105-28 hereof initiating the annual process for updating the annual Assessment Roll and directing the reimposition of Service Assessments pursuant to an Annual Rate Resolution.

"Project Cost" means (A) the Capital Cost of a Local Improvement, (B) the Transaction Cost associated with the Obligations which financed the Local Improvement, (C) interest accruing on such Obligations for such period of time as the Commission deems appropriate, (D) the debt service reserve fund or account, if any, established for the Obligations which financed the Local Improvement, and (E) any other costs or expenses related thereto.

"Property Appraiser" means the Property Appraiser of Orange County, Florida.

"Service Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Service Cost of services that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. Service Assessments fund an annual budget and are imposed annually by the Commission.

"Service Cost" means the amount necessary in any Fiscal Year to fund the provision of a defined service, facility, or program which provides a special benefit to Assessed Property, and can include, but not be limited to: (A) the cost of physical construction, reconstruction or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the cost of computer services, data processing, and communications; (F) the cost of all lands and interest therein, leases,

property rights, easements, and franchises of any nature whatsoever; (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans and specifications, surveys and estimates of costs; (K) the cost of engineering, financial, legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the City relating to the provision of said services; (M) all costs associated with the structure, implementation, collection, and enforcement of the Assessments, including any service charges of the Clerk, Tax Collector, or Property Appraiser, and delinquent amounts from prior impositions, and amounts necessary to off-set discounts received for early payment of Assessments pursuant to the Uniform Assessment Collection Act or for early payment of Assessments collected pursuant to § 105-60 herein; (N) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of the service, facility, or program to be funded by the Assessment, and such other expenses as may be necessary or incidental to any related financing authorized by the Commission by subsequent resolution; (O) an amount for contingencies and anticipated delinquencies and uncollectible Assessments; and (P) reimbursement to the City or any other Person for any moneys advanced for any costs incurred by the City or such Person in connection with any of the foregoing items of Service Cost.

"Tax Collector" means the Tax Collector of Orange County, Florida.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Transaction Cost" means the costs, fees and expenses incurred by the City in connection with the issuance and sale of any series of Obligations, including but not limited to (A) rating agency and other financing fees; (B) the fees and disbursements of bond counsel; (C) the underwriters' discount; (D) the fees and disbursements of the City's financial advisor; (E) the costs of preparing and printing the Obligations, the preliminary official statement, the final official statement, and all other documentation supporting issuance of the Obligations; (F) the fees payable in respect of any municipal bond insurance policy; (G) administrative, development, credit review, and all other fees associated with any pooled commercial paper or similar interim financing program; and (H) any other costs of a similar nature incurred in connection with issuance of such Obligations.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, as amended from time-to-time, or any successor statutes authorizing the collection of non-ad valorem

assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

§ 105-2. - Interpretation. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

§ 105-3. - Findings. It is hereby ascertained, determined, and declared that:

A. Pursuant to Article VIII, section 2, Florida Constitution, Article II of the City of Ocoee City Charter, and sections 166.021 and 166.041, Florida Statutes, the Commission has all powers of local self-government to perform City functions and to render City services in a manner not inconsistent with law, and such power may be exercised by the enactment of City ordinances.

B. The Assessments to be imposed pursuant to this Ordinance shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

C. The Assessments to be imposed pursuant to this Ordinance are imposed by the Commission, not the Property Appraiser or Tax Collector. The duties of the Property Appraiser and Tax Collector under the Uniform Assessment Collection Act are ministerial.

D. The purpose of this Ordinance is to: (1) provide procedures and standards for the imposition of Assessments within the City by resolution under the general home rule powers of a City to impose special assessments, and (2) authorize a procedure for the funding of public services, facilities, programs, or Local Improvements providing special benefit to subsequently identified property within the City.

§ 105-4. - Creation Of Assessment Areas.

A. The Commission is hereby authorized to create Assessment Areas in accordance with the procedures set forth herein to include property located within the City that is specially benefitted by the services, facilities, programs, or Local Improvements proposed for funding from the proceeds of Assessments to be imposed therein.

B. Either the Initial Assessment Resolution proposing each Assessment Area or the Final Assessment Resolution creating each Assessment Area shall include brief descriptions of the proposed services, facilities, programs, or Local Improvements, a description of the property to be included within the Assessment Area, and specific legislative findings that recognize the special benefit to be provided by each proposed service, facility, program, or Local Improvements to property within the Assessment Area.

§ 105-5. - Revisions To Assessments. If any Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court of competent jurisdiction, or if the Commission is satisfied that any such Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Commission has omitted to include any property on the Assessment Roll which property should have been so included, the Commission may take all necessary steps to impose a new Assessment against any property benefited by the Service Cost, Capital Cost or Project Cost following as nearly as may be practicable, the provisions of this Ordinance and in case such second Assessment is annulled, vacated, or set aside, the Commission may obtain and impose other Assessments until a valid Assessment is imposed.

§ 105-6. - Procedural Irregularities. Any informality or irregularity in the proceedings in connection with the levy of any Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Assessment as finally approved shall be competent and sufficient evidence that such Assessment was duly levied, that the Assessment was duly made and adopted, and that all other proceedings adequate to such Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this Section, any party objecting to an Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

§ 105-7. - Correction Of Errors And Omissions.

A. No act of error or omission on the part of the Property Appraiser, Tax Collector, City Manager, Commission, their deputies, employees, or designees, shall operate to release or discharge any obligation for payment of an Assessment imposed by the Commission under the provision of this Ordinance.

B. When it shall appear that any Assessment should have been imposed under this Ordinance against a lot or parcel of property specially benefited by the provision of a service, facility, program, or Local Improvement, but such property was omitted from the Assessment Roll, the Commission may, upon provision of appropriate notice as set forth in this Ordinance, impose the applicable Assessment for the Fiscal Year in which such error is discovered, in addition to the applicable Assessment due for the prior two Fiscal Years. The Assessment so imposed shall constitute a lien against such property equal in rank and dignity with the liens of all state, City, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles and claims in and to or against the real property involved, shall be collected as provided in Article IV hereof, and shall be deemed perfected on the date of adoption of the resolution imposing the omitted or delinquent assessments.

C. The City Manager shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the Owner of any Assessed Property, to correct any error in applying the Assessment apportionment method to any particular property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction that reduces an Assessment shall be considered valid ab initio and shall in no way affect the enforcement of the Assessment imposed under the provisions of this Ordinance. Any such correction which increases an Assessment or imposes an Assessment on omitted property shall first require notice to the affected owner in the manner described in § 105-24 and § 105-25 or § 105-43 and § 105-44 hereof, as applicable, providing the date, time and place that the Commission will consider confirming the correction and offering the owner an opportunity to be heard. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by the City Manager and not, the Property Appraiser or Tax Collector.

D. After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the City Manager.

§ 105-8. - Lien Of Assessments. Upon the adoption of the Assessment Roll, all Assessments shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid. The lien for an Assessment shall be deemed perfected upon adoption by the Commission of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable. The lien for an

Assessment collected under the Uniform Assessment Collection Act shall attach to the property as provided by law. The lien for an Assessment collected under the alternative method of collection provided in § 105-60 shall be deemed perfected upon adoption by the Commission of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable, and shall attach to the property on such date of adoption.

§ 105-9. - Authorization For Exemptions and Hardship Assistance.

A. The Commission, in its sole discretion, shall determine whether to provide exemptions from payment of an Assessment for Government Property or other such property whose use is wholly or partially exempt from ad valorem taxation under Florida law.

B. The Commission, in its sole discretion, shall determine whether to provide a program of hardship assistance to City residents who are living below or close to the poverty level and are at risk of losing title to their homes as a result of the imposition of an Assessment.

C. The Commission shall designate the funds available to provide any exemptions or hardship assistance. The provision of an exemption or hardship assistance in any one year shall in no way establish a right or entitlement to such exemption or in any subsequent year and the provision of funds in any year may be limited to the extent funds are available and appropriated by the Commission. Any funds designated for exemptions or hardship assistance shall be paid by the City from funds other than those generated by the Assessment.

D. Any shortfall in the expected Assessment proceeds due to any hardship assistance exemption from payment of the Assessments required by law or authorized by the Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the Commission is improper or otherwise adversely affects the validity of the Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of an Assessment upon each affected tax parcel in the amount of the Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such tax parcel by the Commission.

§ 105-10 – § 105-20 – Reserved.

ARTICLE II. - SERVICE ASSESSMENTS

§105-21. - General Authority.

A. The Commission is hereby authorized to impose an annual Service Assessment to fund all or any portion of the Service Cost on benefitted property at a rate of assessment based on the special benefit accruing to such property from the City's provision of the subsequently identified service, facility, or program.

B. The amount of the Service Assessment that is imposed each Fiscal Year against each parcel of Assessed Property shall be determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the Service Cost among properties on a basis reasonably related to the special benefit provided by the service, facility, or program funded with assessment proceeds. Nothing contained in this Ordinance shall be construed to require the imposition of Assessments against Government Property.

C. All Service Assessments shall be imposed in conformity with the procedures set forth in this Article II.

§ 105-22. - Initial Proceedings. The initial proceeding for the imposition of a Service Assessment shall be the Commission’s adoption of an Initial Assessment Resolution:

A. describing the property to be located within any proposed Assessment Area;

B. containing a brief and general description of the services, facilities, and programs to be provided;

C. determining the Service Cost to be assessed;

D. describing the method of apportioning the Service Cost and the computation of the Assessments for specific properties;

E. establishing an estimated assessment rate for the upcoming Fiscal Year;

F. establishing a Maximum Assessment Rate, if desired by the Commission;

G. authorizing the date, time, and place of a public hearing to consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and

H. directing the City Manager to (1) prepare the initial Assessment Roll, as required by § 105-23 hereof, (2) publish the notice required by § 105-24 hereof, and (3) mail the notice required by § 105-25 hereof.

§ 105-23. - Service Assessment Roll.

A. The City Manager shall prepare, or direct the preparation of, the initial Assessment Roll for the Service Assessments, which shall contain the following:

(1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.

(2) The name of the Owner of the Assessed Property.

(3) The amount of the Service Assessment to be imposed against each Assessed Property.

B. Copies of the Initial Assessment Resolution and the preliminary Assessment Roll shall be available in the office of the City Manager and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Service Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

§ 105-24. - Notice By Publication.

A. Upon completion of the initial Assessment Roll, the City Manager shall publish, or direct the publication of, once in a newspaper of general circulation within the City a notice stating that at a meeting of the Commission on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the Commission will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll.

B. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) a geographic depiction of the property subject to the Service Assessment; (2) a brief and general description of the services, facilities, or programs to be provided; (3) the rate of assessment including a Maximum Assessment Rate in the event one was adopted by in the Initial Assessment Resolution; (4) the procedure for objecting provided in § 105-26 hereof; (5) the method by which the Service Assessment will be collected; and (6) a statement that the initial Assessment Roll is available for inspection at the office of the City Manager and all interested persons may ascertain the amount to be assessed against a parcel of Assessed Property at the office of the City Manager.

C. In the City's discretion the notice required pursuant to this Section may be provided in the manner authorized in Sections 50.011 and 50.0311, Florida Statutes.

§ 105-25. - Notice By Mail.

A. In addition to the published notice required by § 105-24, the City Manager shall provide notice, or direct the provision of notice, of the proposed Service Assessment by first class mail to the Owner of each parcel of property subject to the Service Assessment.

B. The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) the purpose of the Service Assessment; (2) the rate of assessment to be levied against each parcel of property, including a Maximum Assessment Rate in the event one was adopted by the Initial Assessment Resolution; (3) the Assessment Unit applied to determine the Service Assessment; (4) the number of such Assessment Units contained in each parcel of property; (5) the total revenue to be collected by the City from the Service Assessment; (6) a statement that failure to pay the Service Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (7) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the Commission within 20 days of the notice; and (8) the date, time, and place of the hearing.

C. The mailed notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The City Manager may provide proof of such notice by affidavit. Failure of the Owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Service Assessment imposed by the Commission pursuant to this Ordinance.

§ 105-26. - Adoption Of Final Assessment Resolution.

A. At the time named in such notice or to such time as an adjournment or continuance may be taken by the Commission, the Commission shall receive any written objections of interested persons and may then, or at any subsequent meeting of the Commission, adopt the Final Assessment Resolution which shall:

(1) create any Assessment Area;

(2) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Commission;

(3) establish the Maximum Assessment Rate, if desired by the Commission and set the rate of assessment to be imposed in the upcoming fiscal year;

(4) approve the initial Assessment Roll, with such amendments as it deems just and right; and

(5) determine the method of collection.

B. The adoption of the Final Assessment Resolution by the Commission shall constitute a legislative determination that all parcels assessed derive a special benefit from the services, facilities, or programs to be provided or constructed and a legislative determination that the Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit.

C. All written objections to the Final Assessment Resolution shall be filed with the City Manager at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Service Assessments are imposed or reimposed hereunder.

§ 105-27. - Effect Of Final Assessment Resolution.

A. The Service Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the Maximum Assessment Rate, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Service Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Commission action on the Final Assessment Resolution.

B. The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Service Assessments, such other official as the Commission by resolution shall designate.

§ 105-28. - Annual Adoption Procedures.

A. Annually, during the budget adoption process, the Commission shall determine whether to reimpose a Service Assessment for each Fiscal Year following the initial Fiscal Year. If the Commission elects to reimpose a Service Assessment, the procedures in this § 105-28 shall be followed.

B. The initial proceedings for the reimposition of an annual Service Assessment shall be the adoption of a Preliminary Rate Resolution by the Commission (1) containing a brief and general description of the services, facilities, or programs to be provided; (2) determining the Service Cost to be assessed for the upcoming Fiscal Year; (3) establishing the estimated assessment rate for the upcoming Fiscal Year; (4) establishing or increasing a Maximum Assessment Rate, if desired by the Commission; (5) authorizing the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Annual Rate Resolution for the upcoming Fiscal Year; and (6) directing the City Manager to (a) update the Assessment Roll, (b) provide notice by publication and first class mail to affected Owners in the event circumstances described in subsection (F) of this Section so require, and (c) directing and authorizing any supplemental or additional notice deemed proper, necessary or convenient by the City.

C. At the public hearing established in the Preliminary Rate Resolution or to which an adjournment or continuance may be taken by the Commission, the Commission shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the Commission, adopt the Annual Rate Resolution, which shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year and (2) approve the Assessment Roll for the upcoming Fiscal Year with such adjustments as the Commission deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, or any subsequent Preliminary Rate Resolution, together with modifications, if any, that are provided and confirmed in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

D. Nothing herein shall preclude the Commission from providing annual notification to all Owners of Assessed Property in the manner provided in § 105-24 and § 105-25 hereof or any other method as provided by law.

E. The Commission may establish or increase a Maximum Assessment Rate in an Initial Assessment Resolution or Preliminary Rate Resolution and confirm such Maximum Assessment Rate in the Annual Rate Resolution in the event notice of such Maximum Rate Assessment has been included in the notices required by § 105-24 and § 105-25 hereof.

F. In the event (1) the proposed Service Assessment for any Fiscal Year exceeds the rates of assessment adopted by the Commission, including a Maximum Assessment Rate, if any, that were listed in the notices previously provided to the Owners of Assessed Property pursuant to § 105-24 and § 105-25 hereof, (2) the purpose for which the Service

Assessment is imposed or the use of the revenue from the Service Assessment is substantially changed from that represented by notice previously provided to the Owners of Assessed Property pursuant to § 105-24 and § 105-25 hereof, (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Service Assessment from that represented by notice previously provided to the Owners of Assessed Property pursuant to § 105-24 and § 105-25 hereof, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owners of such Assessed Property as provided by law. Such notice shall substantially conform with the notice requirements set forth in § 105-24 and § 105-25 hereof and inform the Owner of the date, time, and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Service Assessment imposed by the Commission pursuant to this Ordinance.

G. As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Commission action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Assessment not challenged within the required 20-day period for those Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

H. The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or if the alternative method described in § 105-60 hereof is used to collect the Assessments, such other official as the Commission by resolution shall designate. If the Assessment against any property shall be sustained, reduced, or abated by the court, an adjustment shall be made on the Assessment Roll.

§ 105-29. - Interim Service Assessments.

A. An interim Service Assessment may be imposed against all property for which a Certificate of Occupancy is issued after adoption of the Annual Rate Resolution. The amount of the interim Service Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Rate Resolution for the Fiscal Year for which the interim Service Assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Service Assessment may also include an estimate of the subsequent Fiscal Year's Service Assessment.

B. No Certificate of Occupancy shall be issued until full payment of the interim Service Assessment is received by the City. Issuance of the Certificate of Occupancy without the payment in full of the interim Service Assessment shall not relieve the Owner of such property of the obligation of full payment. Any interim Service Assessment not collected prior to the issuance of the Certificate of Occupancy may be collected pursuant to the Uniform Assessment Collection Act as provided in § 105-59 of this Ordinance or by any other method authorized by law. Any interim Service Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, City, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

§ 105-30 – § 105-39 – Reserved.

ARTICLE III. - CAPITAL ASSESSMENTS

§ 105-40. - General Authority.

A. The Commission is hereby authorized to impose Capital Assessments against property located within an Assessment Area to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements.

B. The Capital Assessment shall be computed in a manner that fairly and reasonably apportions the Capital Cost or Project Cost, if obligations are issued, among the parcels of property within the Assessment Area based upon objectively determinable Assessment Units and reasonably related to the special benefit provided by the Local Improvement. Nothing contained in this Ordinance shall be construed to require the imposition of Capital Assessments against Government Property.

C. All Capital Assessments shall be imposed in conformity with the procedures set forth in this Article III.

§ 105-41. - Initial Proceedings. The initial proceeding for the imposition of a Capital Assessment shall be the Commission's adoption of an Initial Assessment Resolution:

A. describing the property to be located within the proposed Assessment Area;

B. containing a brief and general description of the Local Improvements to be provided;

C. determining the Capital Cost or Project Cost to be assessed for Local Improvements;

D. describing the method of apportioning the Capital Cost or Project Cost and the computation of the Capital Assessments for specific properties;

E. establishing an estimated assessment rate for the upcoming Fiscal Year;

F. describe the provisions, if any, for acceleration and prepayment of the Capital Assessment;

G. describe the provisions, if any, for reallocating the Capital Assessment upon future subdivision;

H. establishing a Maximum Assessment Rate, if desired by the Commission;

I. authorizing the date, time, and place of a public hearing to consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and (I) directing the City Manager to (1) prepare the initial Assessment Roll, as required by § 105-42 hereof, (2) publish the notice required by § 105-43 hereof, and (3) mail the notice required by § 105-44 hereof.

§ 105-42. - Capital Assessment Roll.

A. The City Manager shall prepare, or direct the preparation of, the initial Assessment Roll for Capital Assessments, which shall contain the following:

(1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.

(2) The name of the Owner of the Assessed Property.

(3) The number of Assessment Units attributable to each parcel.

(4) The amount of the Capital Assessment to be imposed against each Assessed Property.

B. Copies of the Initial Assessment Resolution and the preliminary Assessment Roll shall be available in the office of the City Manager and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Capital Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

§ 105-43. - Notice By Publication.

A. Upon completion of the initial Assessment Roll, the City Manager shall publish, or direct the publication of, once in a newspaper of general circulation within the City a notice stating that at a meeting of the Commission on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the Commission will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll.

B. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) a geographic depiction of the property subject to the Capital Assessment; (2) a brief and general description of the Local Improvement and related services to be provided; (3) the rate of assessment including a Maximum Assessment Rate in the event one was adopted by in the Initial Assessment Resolution; (4) the procedure for objecting provided in § 105-45 hereof; (5) the method by which the Capital Assessment will be collected; and (6) a statement that the initial Assessment Roll is available for inspection at the office of the City Manager and all interested persons may ascertain the amount to be assessed against a parcel of Assessed Property at the office of the City Manager.

§ 105-44. - Notice By Mail.

A. In addition to the published notice required by § 105-43, the City Manager shall provide notice, or direct the provision of notice, of the proposed Capital Assessment by first class mail to the Owner of each parcel of property subject to the Capital Assessment.

B. The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) the purpose of the Capital Assessment; (2) the rate of assessment to be levied against each parcel of property, including a Maximum Assessment Rate in the event one was adopted by the Initial Assessment Resolution; (3) the Assessment Unit applied to determine the Capital Assessment; (4) the number of such Assessment Units contained in each parcel of property; (5) the total revenue to be collected by the City from the Capital Assessment; (6) a statement that failure to pay the Capital Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (7) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the Commission within 20 days of the notice; and (8) the date, time, and place of the hearing.

C. The mailed notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The City Manager may provide proof of such notice by affidavit. Failure of the Owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Capital Assessment imposed by the Commission pursuant to this Ordinance.

§ 105-45. - Adoption Of Final Assessment Resolution.

A. At the time named in such notice or to such time as an adjournment or continuance may be taken by the Commission, the Commission shall receive any written objections of interested persons and may then, or at any subsequent meeting of the Commission, adopt the Final Assessment Resolution which shall:

(1) create any Assessment Area;

(2) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Commission;

(3) establish the maximum amount of the Capital Assessment for each Assessment Unit and levy the rate of assessment for the upcoming Fiscal Year;

(4) approve the initial Assessment Roll, with such amendments as it deems just and right; and

(5) determine the method of collection.

B. The adoption of the Final Assessment Resolution by the Commission shall constitute a legislative determination that all parcels

assessed derive a special benefit from the Local Improvement to be provided or constructed and a legislative determination that the Capital Assessment are fairly and reasonably apportioned among the properties that receive the special benefit.

C. All written objections to the Final Assessment Resolution shall be filed with the City Manager at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Assessments are imposed or reimposed hereunder.

§ 105-46. - Effect Of Final Assessment Resolution.

A. The Capital Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Capital Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Commission action on the Final Assessment Resolution.

B. The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Capital Assessments, such other official as the Commission by resolution shall designate.

§ 105-47. - Annual Adoption Procedures.

A. During its budget adoption process and prior to September 15 of each year, the Commission shall adopt an Annual Rate Resolution for each Fiscal Year in which Capital Assessments will be imposed to fund the Capital Cost or Project Cost of a Local Improvement. The Final Assessment Resolution shall constitute the Annual Assessment Resolution for the initial Fiscal Year. The Assessment Roll shall be prepared in accordance with the Initial Assessment Resolution, as confirmed or amended by the Final Assessment Resolution. Failure to adopt an Annual Assessment Resolution during the budget adoption process for a Fiscal Year may be cured at any time.

B. In the event that the uniform method of collection provided for in the Uniform Assessment Collection Act is used and (1) the proposed Capital Assessment for any Fiscal Year exceeds the Maximum Assessment Rate included in notice previously provided to the Owners of Assessed

Property pursuant to § 105-43 and § 105-44 hereof, (2) the purpose for which the Capital Assessment is imposed or the use of the revenue from the Capital Assessment is substantially changed from that represented by notice previously provided to the Owners of Assessed Property pursuant to § 105-43 and § 105-44 hereof; (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Capital Assessment from that represented by notice previously provided to the Owners of Assessed Property pursuant to § 105-43 and § 105-44 hereof, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by first class mail to the Owner of such Assessed Property. Such supplemental notice shall substantially conform with the notice requirements set forth in § 105-43 and §105-44 hereof and inform the Owner of the date and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such supplemental notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Capital Assessment imposed by the Commission pursuant to this Ordinance.

C. As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Commission action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Assessment not challenged within the required 20-day period for those Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

D. The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Capital Assessments, such other official as the Commission by resolution shall designate. If the Capital Assessment against any property shall be sustained, reduced, or abated by the Commission, an adjustment shall be made on the Assessment Roll.

§ 105-48 – § 105-58 – Reserved.

ARTICLE IV. - COLLECTION AND USE OF ASSESSMENTS

§ 105-59. - Method Of Collection.

A. Unless otherwise directed by the Commission, the Assessments shall be collected pursuant to the Uniform Assessment Collection Act, and the City shall comply with all applicable provisions of the Uniform Assessment Collection Act. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

B. The amount of an Assessment to be collected using the Uniform Assessment Collection Act for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for a prior year's assessment for a comparable service, facility, program, or Local Improvement provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the Uniform Assessment Collection Act, (2) notice is provided to the Owner, and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Assessment upon certification of a non-ad valorem roll to the Tax Collector by the City.

§ 105-60. - Alternative Method Of Collection. In lieu of using the Uniform Assessment Collection Act, the Commission may elect to collect Assessments by any other method which is authorized by law or under the alternative collection method provided by this Section:

A. The Commission shall provide Assessment bills by first class mail to the Owner of each affected parcel of property, other than Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the unit of measurement used to determine the amount of the Assessment, (3) the number of units contained within the parcel, (4) the total amount of the Assessment imposed against the parcel for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the Assessment is due, and (7) a statement that the Assessment constitutes a lien against Assessed Property equal in rank and dignity with the liens of all state, City, district or municipal taxes and other non-ad valorem assessments.

B. A general notice of the lien resulting from imposition of the Assessments shall be recorded in the Official Records of the City. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

C. The Commission shall have the right to foreclose and collect all delinquent Assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings.

D. An Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The Commission or its agent shall notify any property owner who is delinquent in payment of his or her Assessment within 60 days from the date such assessment was due. Such notice shall state in effect that the Commission or its agent will either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property, or (2) cause an amount equivalent to the delinquent Assessment, not previously subject to collection using the uniform method under the Uniform Assessment Collection Act, to be collected on the tax bill for a subsequent year.

E. All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as any Person. The Commission or its agent may join in one foreclosure action the collection of Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent Owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the Commission and its agents, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the Commission as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

F. In lieu of foreclosure, any delinquent Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the Owner in the manner required by the Uniform Assessment Collection Act and this Ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Assessment is supplanted by the lien resulting from certification of the Assessment Roll, as applicable, to the Tax Collector.

G. Notwithstanding the Commission's use of an alternative method of collection, the City Manager shall have the same power and authority to correct errors and omissions as provided to him or other City officials in § 105-7 hereof.

H. Any Commission action required in the collection of Assessments may be by resolution.

I. As an alternative to the foregoing, an Assessment may be collected on the bill for any utility service provided to such property. The Commission may contract for such billing services with any utility not owned by the City.

§ 105-61. - Government Property. In lieu of using the Uniform Assessment Collection Act to collect Assessments from Government Property, the City may elect to use any other method authorized by law or pursuant to the method provided in this Section:

A. The City shall provide Assessment bills by first class mail to the Owner of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the unit of measurement used to determine the amount of the Assessment, (3) the number of units contained within the parcel, (4) the total amount of the parcel's Assessment for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Assessment is due.

B. Assessments imposed against Government Property shall be due on the same date as all other Assessments and, if applicable, shall be subject to the same discounts for early payment.

C. An Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The City shall notify the Owner of any Government Property that is delinquent in payment of its Assessment within 60 days from the date such Assessment was due. Such notice shall state that the City will initiate a mandamus or other appropriate judicial action to compel payment.

D. All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

E. As an alternative to the foregoing, an Assessment imposed against Government Property may be collected on the bill for any utility service provided to such Government Property. The Commission may contract for such billing services with any utility not owned by the City.

§ 105-62 – § 105-69 – Reserved.

ARTICLE V. - ISSUANCE OF OBLIGATIONS

§ 105-70 - General Authority.

A. Upon adoption of the Final Assessment Resolution imposing Capital Assessments to fund a Local Improvement or at any time thereafter, the Commission shall have the power and is hereby authorized to provide by resolution, at one time or from time to time in series, for the issuance of Obligations to fund the Project Cost thereof.

B. If issued, the principal of and interest on each series of Obligations shall be payable from Pledged Revenue. At the option of the Commission, the City may agree, by resolution, to budget and appropriate funds to make up any deficiency in the reserve account established for the Obligations or in the payment of the Obligations, from other non-ad valorem revenue sources. The Commission may also provide, by resolution, for a pledge of or lien upon proceeds of such non-ad valorem revenue sources for the benefit of the holders of the Obligations. Any such resolution shall determine the nature and extent of any pledge of or lien upon proceeds of such non-ad valorem revenue sources.

§ 105-71. Terms Of The Obligations. If issued, the Obligations shall be dated, shall bear interest at such rate or rates, shall mature at such times as may be determined by resolution of the Commission, and may be made redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions, all as may be fixed by the Commission. Said Obligations shall mature not later than 40 years after their issuance. The Commission shall determine by resolution the form of the Obligations, the manner of executing such Obligations, and shall fix the denominations of such Obligations, the place or places of payment of the principal and interest, which may be at any bank or trust company within or outside of the State of Florida, and such other terms and provisions of the Obligations as it deems appropriate. The Obligations may be sold at public or private sale for such price or prices as the Commission shall determine by resolution. The Obligations may be delivered to any contractor to pay for construction of the Local Improvements or may be sold in such manner and for such price as the Commission may determine by resolution to be for the best interests of the City.

§ 105-72. Variable Rate Obligations. At the option of the Commission, Obligations may bear interest at a variable rate.

§ 105-73. Temporary Obligations. Prior to the preparation of definitive Obligations of any series, the Commission may, under like restrictions, issue interim receipts, interim certificates, or temporary Obligations, exchangeable for definitive Obligations when such Obligations have been executed and are available for delivery. The Commission may also provide for the replacement of any Obligations which shall become mutilated, destroyed or lost. Obligations may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance.

§ 105-74. Anticipation Notes. In anticipation of the sale of Obligations, the Commission may, by resolution, issue notes and may renew the same from time to time. Such notes may be paid from the proceeds of the Obligations, the proceeds of the Capital Assessments, the proceeds of the notes and such other legally available moneys as the Commission deems appropriate by resolution. Said notes shall mature within five years of their issuance and shall bear interest at a rate not exceeding the maximum rate provided by law. The Commission may issue Obligations or renewal notes to repay the notes. The notes shall be issued in the same manner as the Obligations.

§ 105-75. Taxing Power Not Pledged. Obligations issued under the provisions of this Ordinance shall not be deemed to constitute a general obligation or pledge of the full faith and credit of the City within the meaning of the Constitution of the State of Florida, but such Obligations shall be payable only from Pledged Revenue in the manner provided herein and by the resolution authorizing the Obligations. The issuance of Obligations under the provisions of this Ordinance shall not directly or indirectly obligate the City to levy or to pledge any form of ad valorem taxation whatever therefore. No holder of any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any such Obligations or the interest thereon or to enforce payment of such Obligations or the interest thereon against any property of the City, nor shall such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the Pledged Revenue.

§ 105-76. Trust Funds. The Pledged Revenue received pursuant to the authority of this Ordinance shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the resolution authorizing issuance of the Obligations. Such Pledged Revenue may be invested by the City, or its designee, in the manner provided by the resolution authorizing issuance of the Obligations. The Pledged Revenue upon receipt thereof by the City shall be subject to the lien and pledge of the

holders of any Obligations or any entity other than the City providing credit enhancement on the Obligations.

§ 105-77. Remedies Of Holders. Any holder of Obligations, except to the extent the rights herein given may be restricted by the resolution authorizing issuance of the Obligations, may, whether at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce any and all rights under the laws of the State of Florida or granted hereunder or under such resolution, and may enforce and compel the performance of all duties required by this part, or by such resolution, to be performed by the City.

§ 105-78. Refunding Obligations. The City may, by resolution of the Commission, issue Obligations to refund any Obligations issued pursuant to this Ordinance, or any other obligations of the City theretofore issued to finance the Project Cost of a Local Improvement and provide for the rights of the holders hereof. Such refunding Obligations may be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding Obligations to be refunded. If the issuance of such refunding Obligations results in an annual Assessment that exceeds the estimated maximum annual Capital Assessments set forth in the notice provided pursuant to § 105-44 hereof, the Commission shall provide notice to the affected property owners and conduct a public hearing in the manner required by Article III of this Chapter.

SECTION 2. APPLICABILITY. This Ordinance and the Commission's authority to impose assessments pursuant hereto shall be applicable throughout the City.

SECTION 3. ALTERNATIVE METHOD.

(A) This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the City shall be liberally construed to effect the purposes hereof.

(B) Nothing herein shall preclude the Commission from directing and authorizing, by resolution, the combination with each other of (1) any supplemental or

additional notice deemed proper, necessary, or convenient by the City, (2) any notice required by this Ordinance, or (3) any notice required by law, including the Uniform Assessment Collection Act.

(C) Nothing herein shall preclude the Commission from directing and authorizing the imposition of special assessments pursuant to an alternative means authorized in the City of Ocoee Code of Ordinances or any other method authorized by law.

SECTION 4. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. CODIFICATION. It is the intention of the Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City of Ocoee Code of Ordinances; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 21st day of July, 2026.

ATTEST:

APPROVED:
CITY OF OCOEE, FLORIDA

Melanie Sibbitt, MMC, City Clerk

Rusty Johnson, Mayor

(SEAL)

APPROVED BY CITY OF OCOEE COMMISSION ON _____, 2026 UNDER AGENDA ITEM NO. _____

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

on 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, RELATING TO THE PROVISION OF SERVICES, FACILITIES, PROGRAMS, AND LOCAL IMPROVEMENTS WITHIN THE CITY OF OCOEE, FLORIDA; ADOPTING CHAPTER 105 OF THE CITY OF OCOEE CODE OF ORDINANCES ENTITLED "MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS"; AUTHORIZING THE IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE CITY OF OCOEE; PROVIDING FOR CONFLICTS AND CODIFICATION; 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.

- ☐ 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 adopts a Master Capital Project and Service Assessment ordinance, containing the provisions noted above. It provides necessary definitions and procedures for the imposition of both capital special assessments to fund necessary local improvements and service special assessments to fund the provision of essential public services. It also provides for collection for these assessments and authorizes the issuance of obligations secured by assessment proceeds if desired by the City in the future. The ordinance is adopted pursuant to the City's home rule authority and its procedures are in conformance with Section 197.3632, Florida Statutes. The primary purpose of this ordinance is to authorize the imposition of special assessments in accordance with Florida law in furtherance of the public purpose of protecting the public health, safety, and welfare.

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

(a) An estimate of direct compliance costs that businesses may reasonably incur;
Not quantifiable at this time. The ordinance authorizes, but does not require the imposition of special assessments. Any special assessments would have to be imposed by future resolutions adopted by the City Commission in conformance with the procedures included in this ordinance.

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

Not quantifiable at this time. The ordinance authorizes, but does not require the imposition of special assessments. Any special assessments would have to be imposed by future resolutions adopted by the City Commission in conformance with the procedures included in this ordinance.

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

Not quantifiable at this time. The ordinance authorizes, but does not require the imposition of special assessments. Any special assessments would have to be imposed by future resolutions adopted by the City Commission in conformance with the procedures included in this ordinance.

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

All businesses owning real property within the City would potentially be subject to the levy of a special assessment on their real property pursuant to the procedures included in this ordinance; however, any special assessments would have to be imposed by future resolutions adopted by the City Commission.

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

None

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
PUBLIC HEARING

A Public Hearing before the **Ocoee City Commission** will be held Tuesday, July 7, 2026, at 6:15 p.m. or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following ordinances:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING CHAPTER 153 OF THE CITY CODE ("STREETS AND SIDEWALKS") TO ESTABLISH A NEW ARTICLE V TO REGULATE AND GOVERN THE OPERATION OF ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND OTHER MICROMOBILITY DEVICES; PROVIDING DEFINITIONS; ESTABLISHING OPERATIONAL REQUIREMENTS AND RESTRICTIONS; ESTABLISHING SIDEWALK, STREET, PARK, AND PUBLIC PROPERTY REGULATIONS; PROHIBITING RECKLESS OPERATION AND STUNTS; PROVIDING FOR ENFORCEMENT, PENALTIES, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE PROVISION OF SERVICES, FACILITIES, PROGRAMS, AND LOCAL IMPROVEMENTS WITHIN THE CITY OF OCOEE, FLORIDA; ADOPTING CHAPTER 105 OF THE CITY OF OCOEE CODE OF ORDINANCES ENTITLED "MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS"; AUTHORIZING THE IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE CITY OF OCOEE; PROVIDING CERTAIN DEFINITIONS AND DEFINING THE TERMS "ASSESSMENT," "SERVICE ASSESSMENT," AND "CAPITAL ASSESSMENT"; PROVIDING FOR THE CREATION OF ASSESSMENT AREAS; ESTABLISHING THE PROCEDURES FOR IMPOSING CAPITAL AND SERVICE ASSESSMENTS; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR AN ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, CITY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING EXEMPTIONS; PROVIDING PROCEDURES FOR COLLECTION OF ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR ISSUANCE OF OBLIGATIONS; DECLARING THE PROVISIONS OF THIS ORDINANCE TO BE SUPPLEMENTAL, ADDITIONAL, AND AN ALTERNATIVE METHOD; PROVIDING FOR APPLICABILITY AND SEVERABILITY; PROVIDING FOR CONFLICTS AND CODIFICATION; 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.

June 25, 2026 26-02053W

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: July 7, 2026
Item #: 20

Contact Name: Berenice Belizaire
Contact Number: Ext. 1070

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Public Hearing for Walmart Neighborhood Market Sign Variance; Project No. VR-26-02. (Planner II Belizaire)

Background Summary:
The subject property is in Commission District 1 and is located at 10738 Clarcona Ocoee Road. It is zoned PUD-COMM (Planned Unit Development Commercial) and is within the Ocoee Village Center PUD. Although the property is within the Ocoee Village Center PUD, per the approved revised PUD/Land Use Plan for Ocoee Village Center, there is no waiver within the PUD pertaining to the City's Land Development Code Article VIII, "Signs." Due to this, the project to subject to the signage standards as set forth in the Land Development Code.

Per Article VIII, Section 8-6A of the Land Development Code, for a building up to 50,000 square feet, the maximum allowed sign area is 100 square feet, and the sign height is four (4) feet. On corner lot buildings, an additional one (1) square foot per lineal foot of building frontage facing the secondary street may be permitted at a maximum sign area of 100 square feet and a maximum height of four (4) feet. Article VIII, Section 8-6D. further establishes that the sign located under a canopy or awning shall not exceed six (6) inches in height or extend more than sixty (60) percent of the width of the awning or canopy. Although the code section only describes signs located under the canopy or awning, the requirement will also apply to signs installed on the canopy, as this section aligns most closely with that type of sign. This sign type, along with other signage, will be addressed with the Land Development Code (LDC) update.

The subject property is the recently approved Ocoee Village Center New Grocery and Fuel Station Large-Scale Final Site Plan. The applicant, Walmart Neighborhood Market, represented by Susie Stone, is requesting variances to Article VIII, Section 8-6A. and 8-6D. of the Land Development Code. Specifically, the applicant is requesting the following variances:

- A sign height of 10'-4" in lieu of the maximum three (3) feet for the north sign elevation, representing a 158% increase, and
- A sign height of 7'-9" in lieu of the maximum three (3) feet for the east sign elevation, representing a 94% increase, and
- A sign area of 459.7 square feet in lieu of the maximum 100 square feet for the north sign elevation, representing a 360% increase, and
- A sign area of 159.8 square feet in lieu of the maximum 100 square feet for the east sign elevation, representing a 60% increase.

- A sign height of 1'-6" in lieu of the maximum six (6) inches for the north canopy, representing a 200% increase, and
- A sign width of 22' in lieu of the maximum 21' for the north canopy, representing a 5% increase.

According to Article IV, Section 4- 9A, approval of a variance requires that the applicant demonstrate compliance with four (4) criteria, as follows:

1. That special conditions and circumstances exist which are peculiar to the land, structures, or required subdivision improvements involved and which are not applicable to other lands, structures, or required subdivision improvements;
2. That a literal interpretation of the provisions of these regulations would deprive the applicant of rights commonly enjoyed by other properties with similar conditions;
3. That the special conditions and circumstances do not result from the actions of the applicant; and
4. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by these regulations to other lands, structures, or required subdivision improvements under similar conditions.

Applicant's Response: The applicant's justification is as follows:
The request for a variance in the allowable square footage of wall signage is intended to provide the best possible customer experience. The proposed wall signage serves as a wayfinding tool to help customers know which services are offered and where.

Staff Analysis: Staff finds that the justification provided by the applicant does not support or sufficiently demonstrate compliance with the four (4) evaluation criteria. Staff's analysis is summarized below:

Criteria 1: Special Circumstances and Conditions: There are no special conditions or circumstances that exist that are peculiar to the land. There are various non-residential buildings in the city with previously permitted signage that were designed to comply with the city code sections. Staff identifies no special conditions or circumstances of the building that sufficiently justify the variance requests.

Criteria 2: Literal Interpretation of the Code: The literal interpretation of the provisions of these regulations would not deprive the applicant of rights commonly enjoyed by other properties of similar conditions. Due to the proposed building's size of approximately 48,583 square feet, the building is permitted a wall sign area of 100 square feet and a height of four (4) feet. Additionally, because the property is a corner lot with frontage along Clarcona Ocoee Road and N Lakewood Avenue, the building is allotted an additional sign on the east elevation, with a sign area of 100 square feet and a height of four (4) feet. For the canopy sign, there is also no justification to increase the sign's height and width, as a 6 (six) inch tall, 21-foot-wide sign provides ample copy area to be legibly read by motorists. Staff finds that the literal interpretation of the code sections does not deprive the applicant but rather provides ample signage as allowed for both elevations.

Criteria 3: Actions of the Applicant: The circumstances of the variance request result from the applicant's request to increase the copy area and height of the various signs located on the north and east elevations of the building. There is no valid justification to rationalize the need for the significant increase in copy area, height, and width of the various signs, as the size of the letters and logos can be reduced.

Criteria 4: Conference of Special Privilege: Granting the requested variances would confer a special privilege to the applicant that is denied by these regulations to other non-residential properties under similar conditions, as other non-residential buildings are subject to the maximum allowed height and copy area of wall signage, as well as height and width of canopy signs. If the signs are constructed to meet the standards set in the respective code sections, the building will have a 100 square foot wall sign on the north and west elevation of the building and a six (6) inch tall, 21-foot wide canopy sign on the north elevation. Staff believes that the signs, with their copy, area, height, and design, are in conformance with the sign code sections and will

provide sufficient signage for the building.

Staff does not support the requested variances, as there is insufficient code-based justification.

Issue:
Should the Honorable Mayor and City Commission approve the requested variances to Article VIII Sections 8-6A. and 8-6D. of the Land Development Code as follows: (1) a maximum sign height of 10'-4" for the north sign elevation, (2) a maximum sign height of 7'-9" for the east sign elevation, (3) a maximum sign area of 459.7 square feet for the north sign elevation, (4) a maximum sign area of 159.8 square feet for the east sign elevation, (5) a maximum sign height of 1'-6" for the north canopy, and (6) a maximum sign width of 22 feet for the north canopy?

Recommendations:
Planning & Zoning Commission (PZC) Recommendation:
The Planning and Zoning Commission (PZC) considered this item at its June 2, 2026, hearing. The PZC asked whether the proposed sign areas are consistent with those at other stores, such as the one at 10500 W Colonial Drive. Staff verified that the Walmart store located at 10500 W Colonial Drive is significantly larger than the subject store of this application and, therefore, was allowed greater copy area and height.

Following the discussion and based on the variance request not demonstrating compliance with the approval criteria in Section 4-9A of Article IV of the Land Development Code, the PZC voted unanimously (5-0) to recommend denial of the requested variances to Article VIII Sections 8-6 A. and 8-6D. of the Land Development Code to not allow the following: (1) a maximum sign height of 10'-4" for the north sign elevation, (2) a maximum sign height of 7'-9" for the east sign elevation, (3) a maximum sign area of 459.7 square feet for the north sign elevation, (4) a maximum sign area of 159.8 square feet for the east sign elevation, (5) a maximum sign height of 1'-6" for the north canopy, and (6) a maximum sign width of 22 feet for the north canopy.

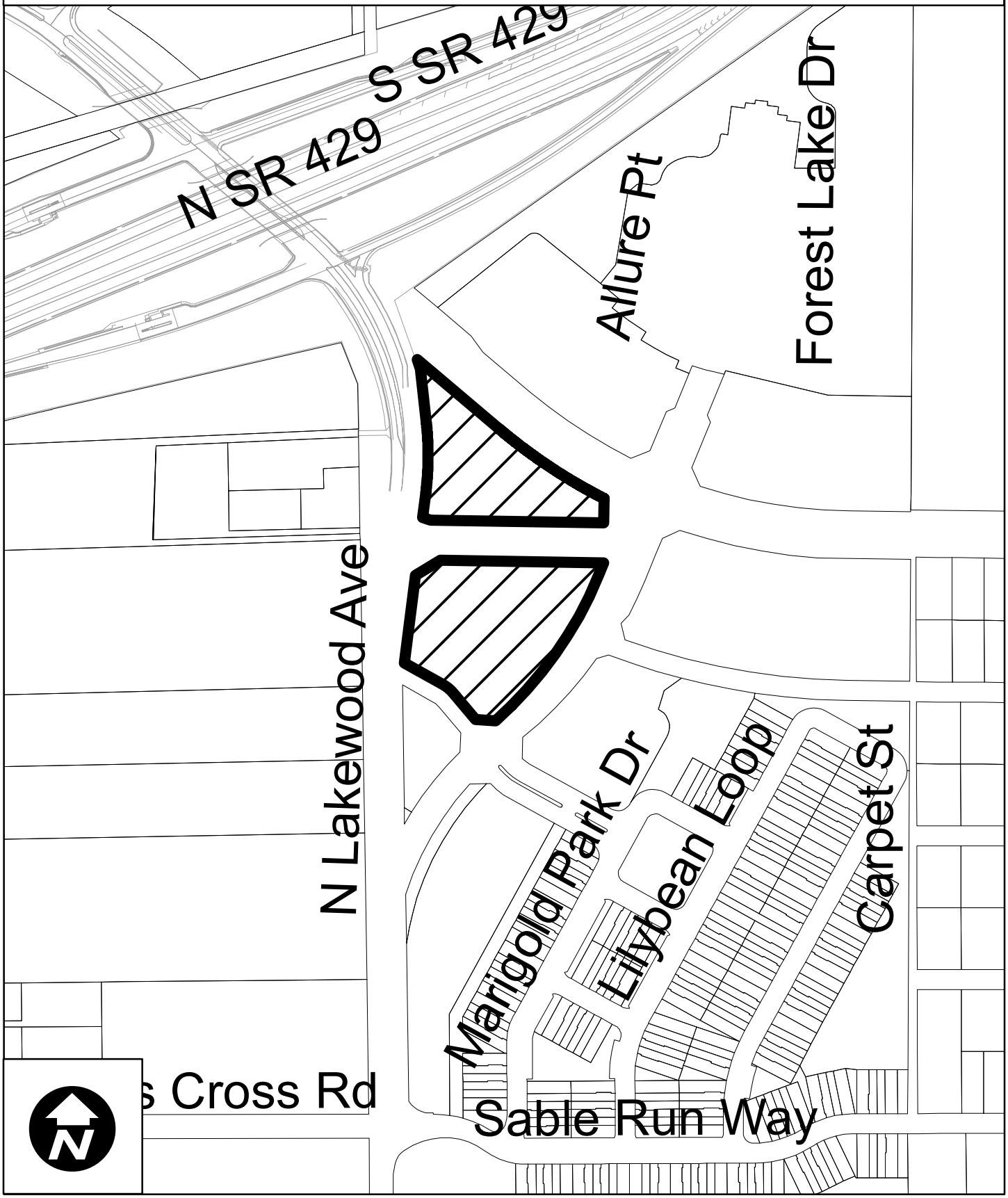
Staff Recommendation:
Staff recommends that the Honorable Mayor and City Commission deny requested variances to Article VIII Sections 8-6 A. and 8-6D. of the Land Development Code to not allow the following: (1) a maximum sign height of 10'-4" for the north sign elevation, (2) a maximum sign height of 7'-9" for the east sign elevation, (3) a maximum sign area of 459.7 square feet for the north sign elevation, (4) a maximum sign area of 159.8 square feet for the east sign elevation, (5) a maximum sign height of 1'-6" for the north canopy, and (6) a maximum sign width of 22 feet for the north canopy.

Attachments:
1. Location Map
2. Aerial Map
3. Zoning Map
4. FLU Map
5. Proposed Signage
6. Approved Overall Site Plan
7. WOT_Ad #26-031 Walmart Neighborhood Market Variance (City Commission)

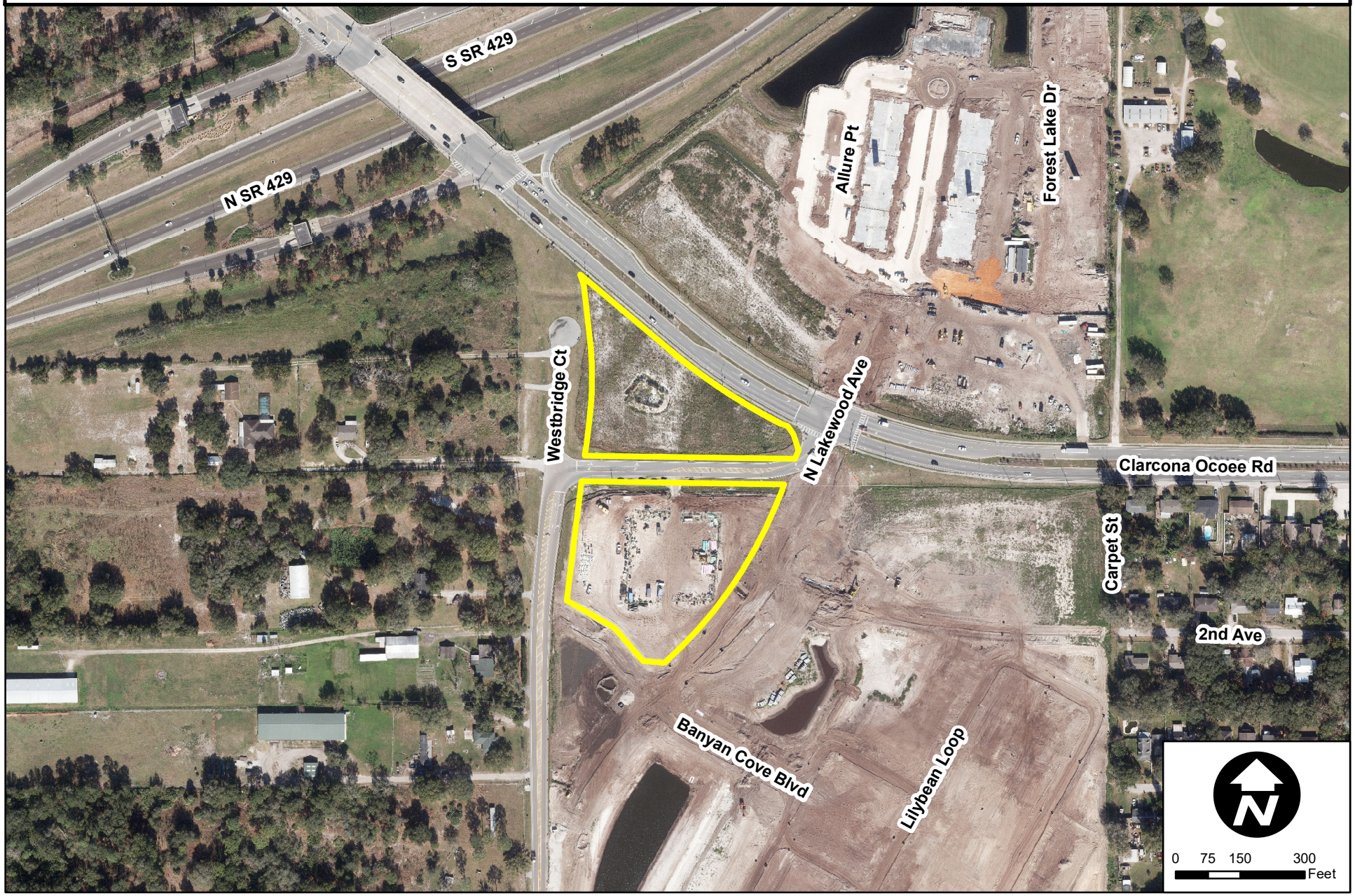
Financial Impacts:
N/A

Type of Item: Public Hearing

Walmart Neighborhood Market
Location Map



Walmart Neighborhood Market
Aerial Photography

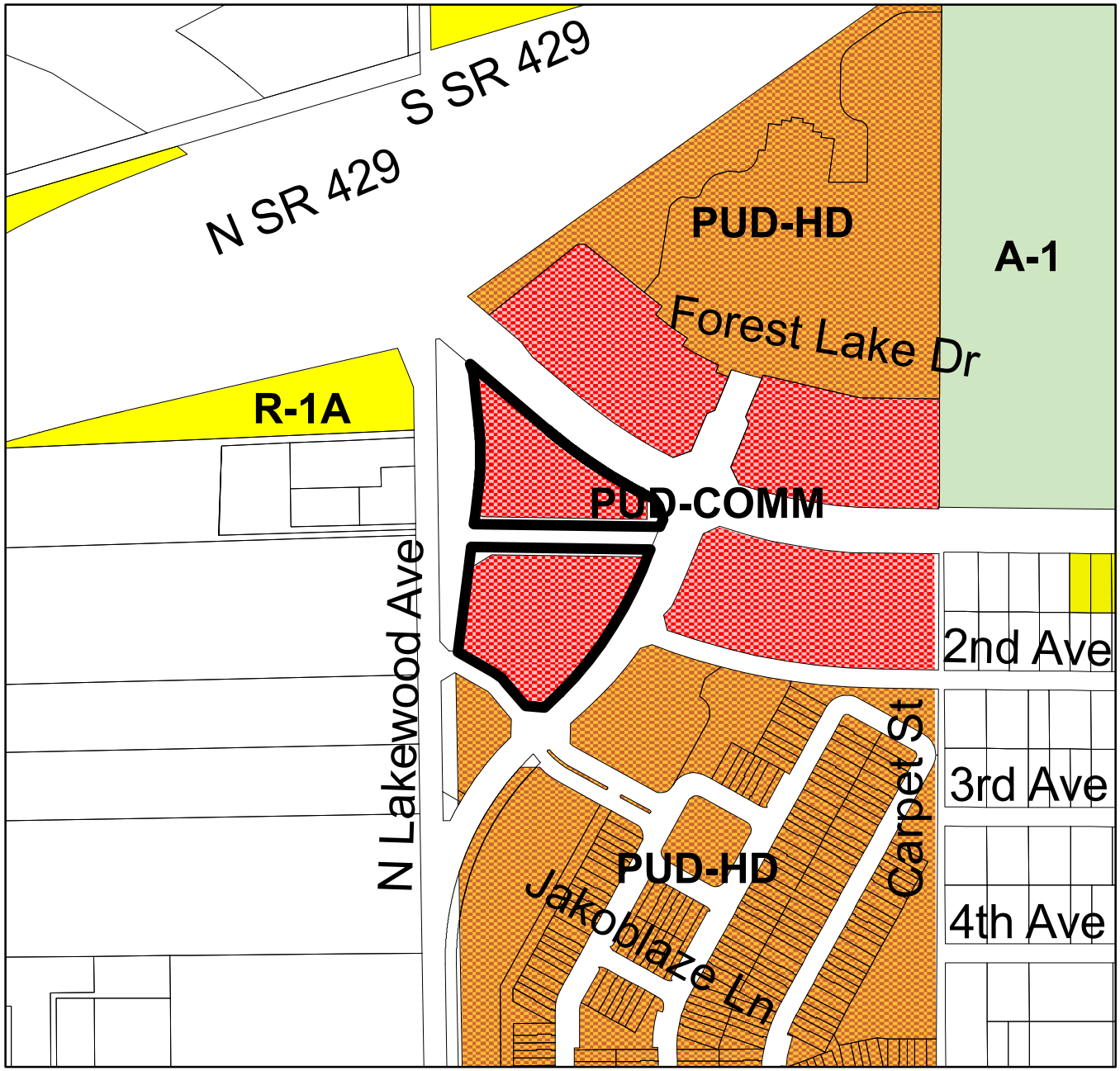


Walmart Neighborhood Market
Surrounding Zoning Map

Development Services Department

0 100 200 400 Feet

Created: October 2025



Subject Property

Zoning Classification:

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

Walmart Neighborhood Market Surrounding
Future Land Use Map

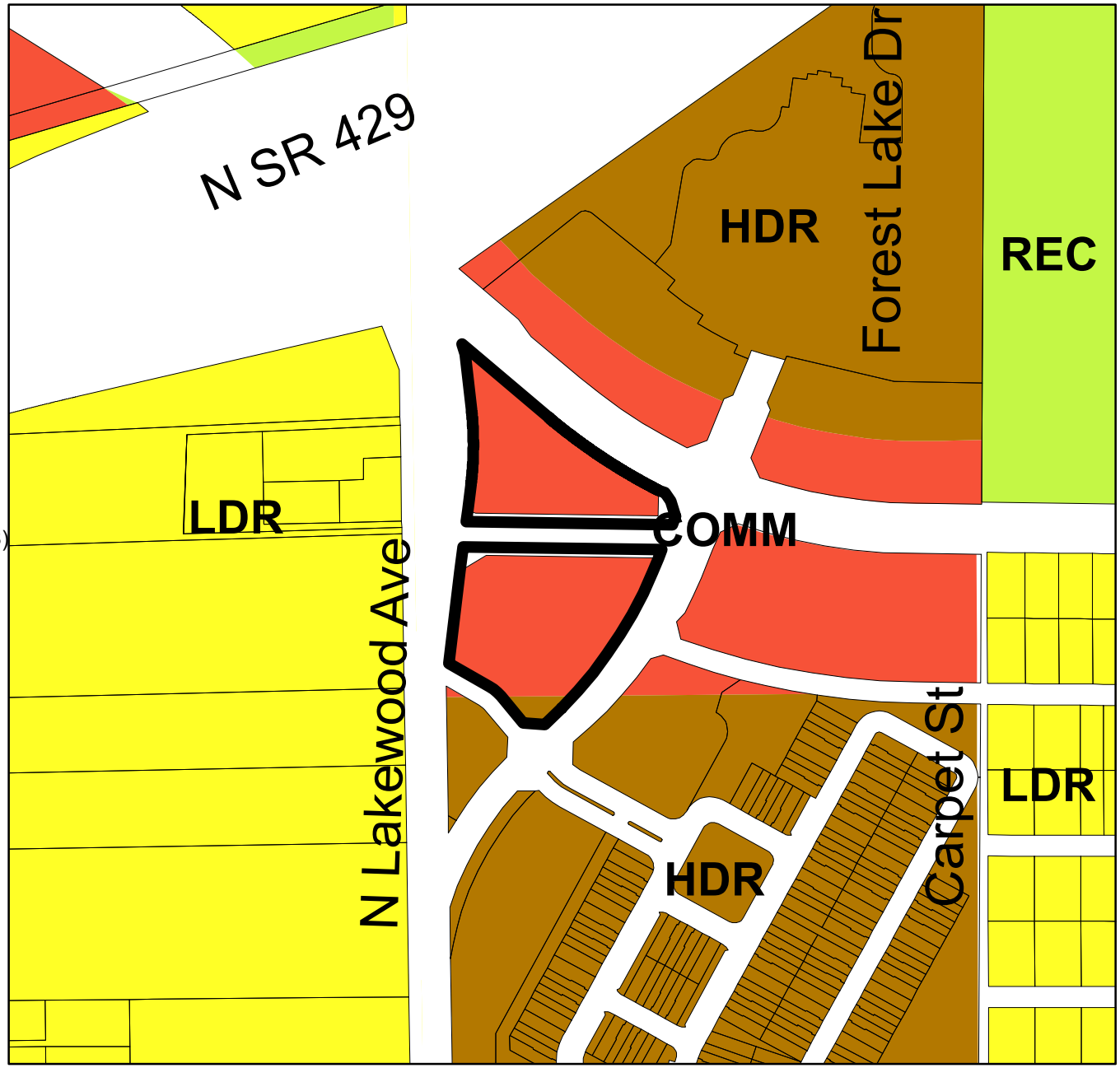
Development Services
Department

0 90 180 360
Feet

Created: October 2025

Subject Property

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



COLOR LEGEND

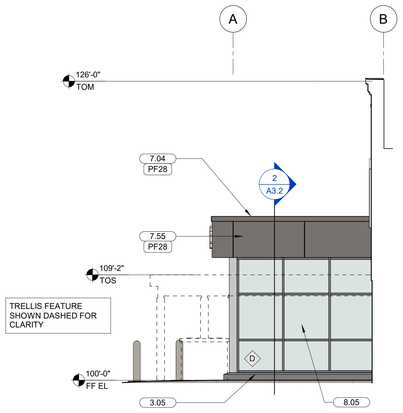
P5E	SAFETY YELLOW
P49E	DARK GRAY
P162E	BLACK GRAY
P164	"ESSENTIAL GRAY" SW #6002
P218E	TRUE BLUE
PF13	BONE WHITE
PF28	MATCH DARK GRAY
S1	GRAY

SHEET NOTES

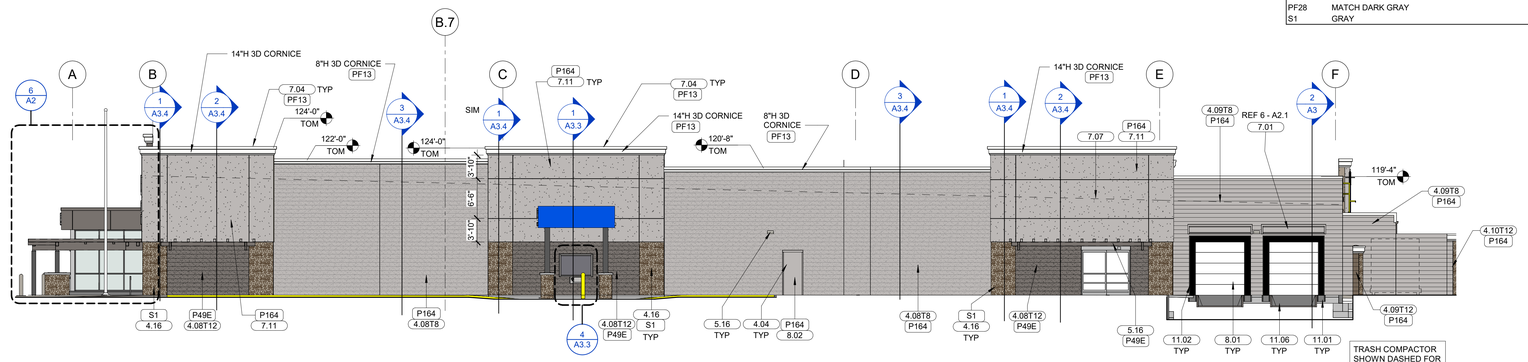
1. DOWNSPOUTS ARE INDICATED FOR SIZE, QUANTITY, AND APPROXIMATE LOCATION ONLY
2. DOOR HOODS, HOLLOW METAL STEEL DOORS, FRAMES, EXPOSED METAL FLASHING, AND EXPOSED MISCELLANEOUS STEEL SHALL MATCH ADJACENT BUILDING COLOR UNO - IF THERE ARE TWO ADJACENT COLORS AT DOORS USE THE BOTTOM COLOR FOR THE ENTIRE DOOR
3. PARAPET STEPS OCCUR AT CONTROL JOINTS - REF STRUCTURAL FOR CONTROL JOINT LOCATIONS
4. GRIND SPLIT FACE CMU SMOOTH AT ANY BRACKET ATTACHMENTS TO MATCH THE SIZE OF THE BRACKET
5. REF ROOF PLANS FOR DOWNSPOUT SIZES AND LOCATIONS
6. REF ROOF PLANS FOR GUTTER SIZES

KEYNOTE LEGEND

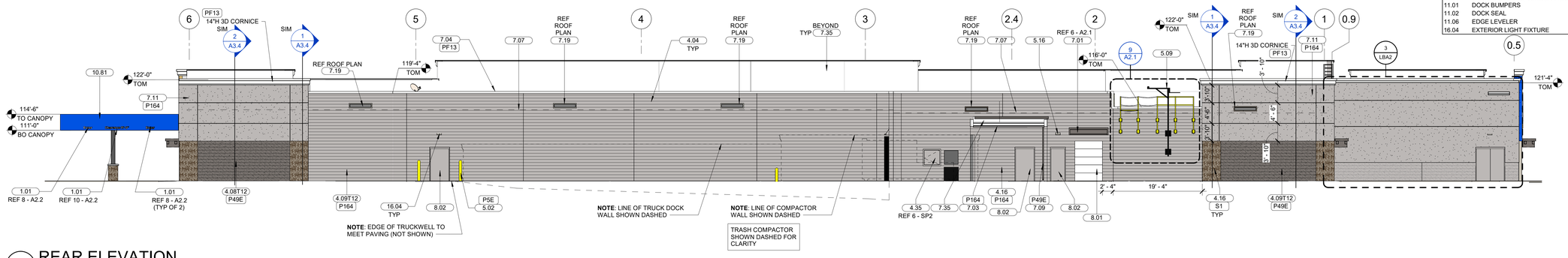
1.01	SIGNAGE
3.05	CONCRETE CURB
4.04	CONTROL JOINT, TYP, REF STRUC
4.08T8	8" SPLIT FACE CMU
4.08T12	12" SPLIT FACE CMU
4.08T20	8" SPLIT FACE ON 12" CMU
4.09	SMOOTH FACE CMU
4.09T8	8" SMOOTH FACE CMU
4.09T12	12" SMOOTH FACE CMU
4.10T12	12" SMOOTH FACE CMU, REF STRUC FOR GROUT LOCATIONS
4.16	MANUFACTURED STONE VENEER
4.35	40"Wx38"H OPENING AT TRASH COMPACTOR, BOTTOM OF OPENING IS 42" AFF
5.02	PAINTED 6" PIPE BOLLARD
5.09	JIB CRANE HOIST ARM AND RAILING ASSEMBLY
5.16	HOLLOW STRUCTURAL STEEL SECTION (HSS) OPEN CANOPY SYSTEM, REF STRUCTURAL
7.01	SHEET METAL DOOR HOOD PAINTED TO MATCH ADJACENT, UNO
7.03	METAL GUTTER, PREFINISHED, UNO
7.04	METAL FASCIA COVER
7.07	ROOF LINE BEYOND
7.09	METAL DOWNSPOUT, PREFINISHED
7.11	EXTERIOR CEMENT PLASTER
7.19	OVERFLOW SCUPPER
7.35	ROOFING MEMBRANE
7.55	ALUMINUM COMPOSITE PANELS
8.01	SECTIONAL OVERHEAD DOOR, TYP
8.02	HOLLOW METAL DOOR AND FRAME
8.05	ALUMINUM STOREFRONT
10.01	FLAGPOLE
10.37	3 1/2"x3 1/2" HIGH IMPACT HEAVY DUTY EPDM CORNER GUARD, HOLD 2" AFF
10.81	CANOPY SYSTEM, VENDOR FURNISHED, GC INSTALLED
11.01	DOCK BUMPERS
11.02	DOCK SEAL
11.06	EDGE LEVELER
16.04	EXTERIOR LIGHT FIXTURE



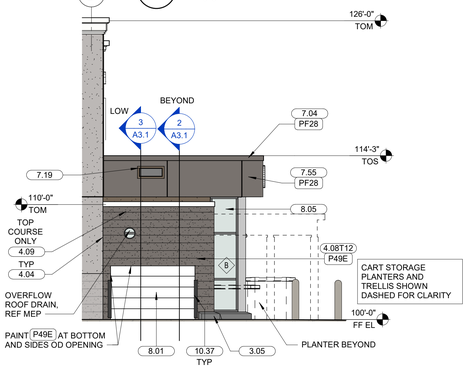
6 ENTRY SIDE ELEVATION
3/16" = 1'-0"



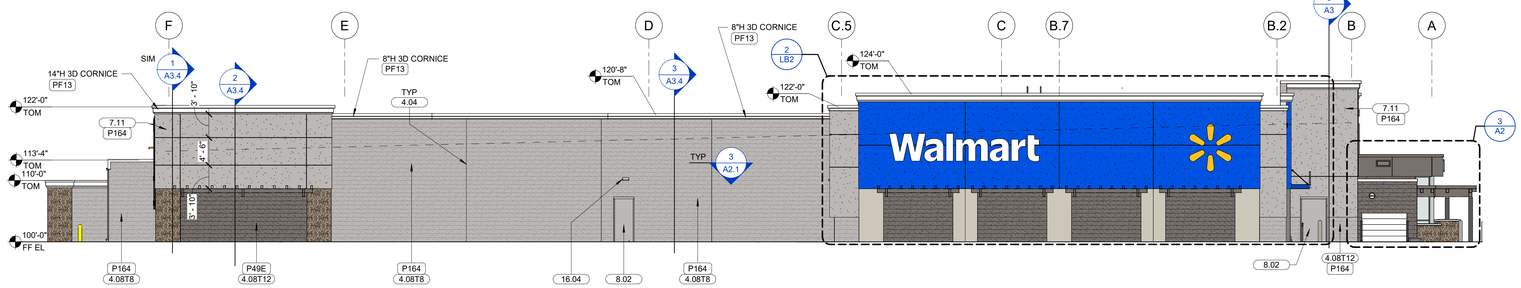
5 LEFT ELEVATION
1" = 10'-0"



4 REAR ELEVATION
1" = 10'-0"



3 ENTRY RIGHT ELEVATION
3/16" = 1'-0"



2 RIGHT ELEVATION
1" = 10'-0"



1 FRONT ELEVATION
1" = 10'-0"

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Bentonville, Arkansas 72712
www.hfa-ae.com

STIPULATION FOR REUSE
THESE DRAWINGS WERE PREPARED FOR USE ON A SPECIFIC SITE AT CLARCONA OCOEE RD & LAKEWOOD AVE DATE ON: 04/14/25 AND IT IS NOT INTENDED FOR USE ON ANY OTHER PROJECT SITE OR AT A LATER TIME. THE DRAWINGS ARE NOT TO BE REFERENCED OR SHOWN TO ANY VERIFICATION OR BIDDING AGENCY WITHOUT THE EXPRESS PERMISSION OF PROPERTY OF HFA. REPRODUCTION OF THESE DRAWINGS IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF HFA IS FORBIDDEN.

Walmart
OCOEE, FL
CLARCONA OCOEE RD & LAKEWOOD AVE
STORE NO.: 03657-1000
JOB NUMBER: 22-24-03657 PROTO: LL-45 (RX-R)

ISSUE BLOCK		
1	PR#1	11/24/25
2	CCD#3	01/14/26

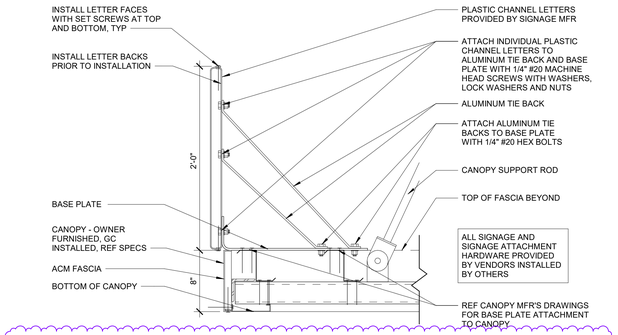
CHECKED BY:	MT/KW
DRAWN BY:	DP/DS
DOCUMENT DATE:	04/14/25
PROTO:	L-L-45 (RX-R)
PROTO CYCLE:	12/13/24

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EXTERIOR ELEVATIONS

SHEET: A2

1/13/2026 9:49:59 AM
C:\Users\tehrer.w.jarvis\Documents\2024 Revit Projects\03657-1000 Ocoee, FL_45_Main Arch_R_CPV_HFA_tehrer.w.jarvis Glenice.rvt
000-A-EXTERIOR ELEVATIONS-COMM

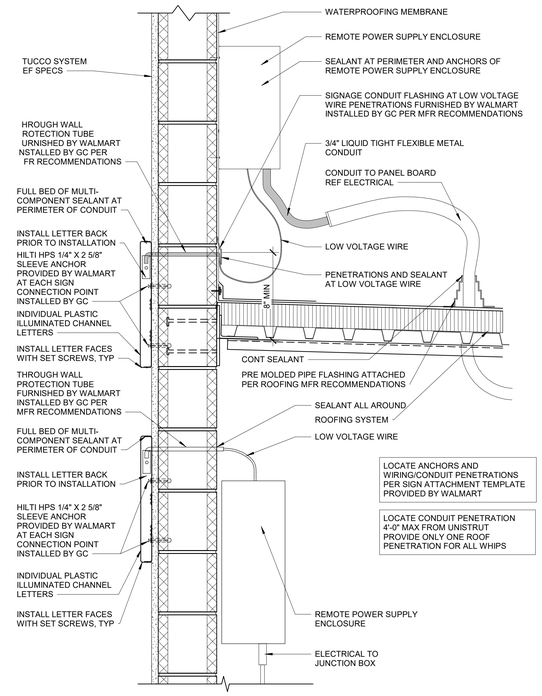


18 **CANOPY SIGNAGE ATTACHMENT**
1 1/2" = 1'-0"

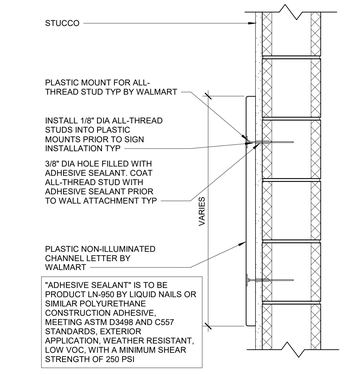
NEW ENTERPRISE SIGNAGE SCHEDULE

NOTE: THE SQUARE FOOTAGE IS NOT REQUIRED FOR THE SIGNAGE SHOWING 0.00 SF.

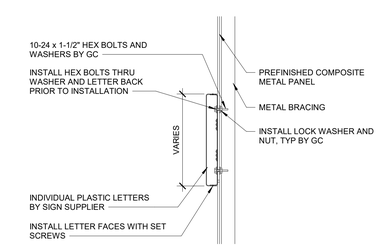
ETR / NEW	SIGNAGE	QTY	HEIGHT	COLOR	ILLUMINATED	TOTAL FONT / SHAPE AREA (SF)	TOTAL RECTANG / CIRCLE AREA (SF)
FRONT ELEVATION							
NEW	ADDRESS NUMBERS	1	1'-0"	WHITE	NO	0.00	0.00
NEW	Ocoee MARKET	1	1'-10"	WHITE	NO	15.32	32.80
NEW	PHARMACY DRIVE-THRU (STACKED)	1	1'-6"	WHITE	NO	15.77	42.90
NEW	PICKUP ->	1	2'-6"	WHITE	YES	17.69	51.34
NEW	SPARK	1	6'-0"	YELLOW	YES	9.44	28.54
NEW	WALMART	1	6'-0"	WHITE	YES	114.09	200.12
FRONT ELEVATION: 6		6				172.31	355.70
SIDE ELEVATION							
NEW	SPARK	1	7'-9"	YELLOW	YES	15.60	47.18
NEW	WALMART	1	4'-6"	WHITE	YES	64.17	112.57
SIDE ELEVATION: 2		2				79.77	159.75
PHARMACY CANOPY							
NEW	CLEARANCE 11'-0"	1	6"	WHITE	NO	0.00	0.00
NEW	ENTER	2	6"	WHITE	NO	0.98	1.90
NEW	EXIT	1	6"	WHITE	NO	0.36	0.69
NEW	PHARMACY DRIVE-THRU	1	1'-6"	WHITE	NO	15.77	42.46
PHARMACY CANOPY: 5		5				17.11	45.05
Grand total: 13		13				269.19	560.50



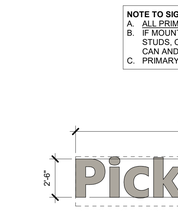
11 ILLUMINATED SIGN ATTACHMENT
1 1/2" = 1'-0"



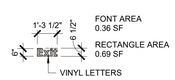
12 SIGN ATTACHMENT
1 1/2" = 1'-0"



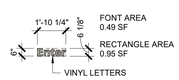
13 SIGN ATTACHMENT AT CANOPY
1 1/2" = 1'-0"



10 6" CLEARANCE SIGN
1/4" = 1'-0"



9 6" EXIT SIGN
1/4" = 1'-0"



8 6" ENTER SIGN
1/4" = 1'-0"



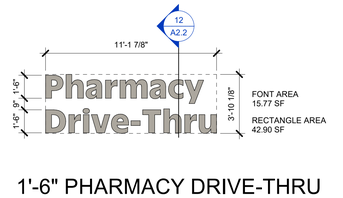
7 1'-6" PHARMACY DRIVE-THRU SIGN
1/4" = 1'-0"



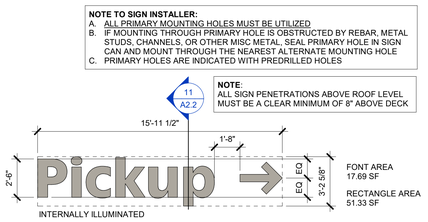
6 1'-0" ADDRESS SIGN
1/4" = 1'-0"



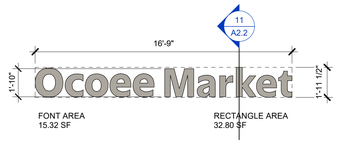
5 **2'-0" WINE & SPIRITS SIGN**
1/4" = 1'-0"



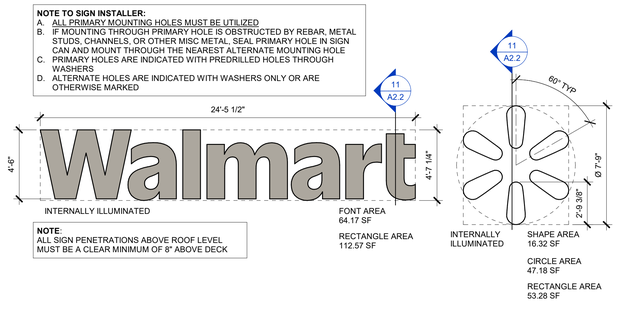
4 1'-6" PHARMACY DRIVE-THRU SIGN (STACKED)
1/4" = 1'-0"



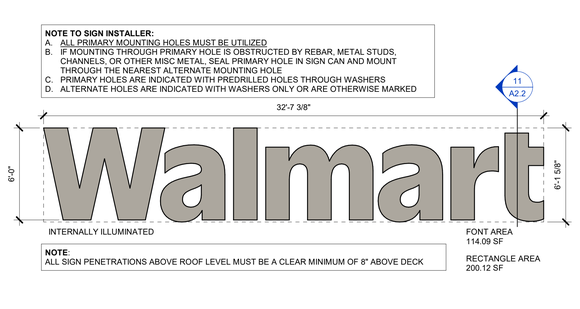
3 2'-6" PICKUP RIGHT SIGN
1/4" = 1'-0"



2 1'-10" ANYTOWN MARKET SIGN
1/4" = 1'-0"



1B 4'-6" WALMART SIGN
1/4" = 1'-0"



1A 6'-0" WALMART SIGN
1/4" = 1'-0"

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Walmart
OCOEE, FL
CLARCONA OCOEE RD & LAKEWOOD AVE
STORE NO.: 03657-1000 PROTO: LL-45 (RX-R)
JOB NUMBER: 22-24-03657

ISSUE BLOCK		
1	CCD#3	01/14/26

CHECKED BY:	MT/KW
DRAWN BY:	DP/DS
DOCUMENT DATE:	04/14/25
PROTO:	L-L-45 (RX-R)
PROTO CYCLE:	12/13/24

NOT FOR CONSTRUCTION

EXTERIOR SIGNAGE AND MISC DETAILS

SHEET: A2.2

1/13/2026 9:46:39 AM
C:\Users\ambrea.garcia\Documents\2024 Revit Projects\03657-1000 Ocoee_FL_At_Main And_ALL\24_HFA Ambrea Garcia.rvt
2024 v2.2 EXTERIOR SIGNAGE AND MISC DETAILS (COPY)

PROPOSED PAVEMENT LEGEND

- SIDEWALK: PER DETAIL SHEET C5.0
- ARCHITECTURAL CONCRETE, SEE ARCH. PLANS
- HEAVY DUTY CONCRETE: PER DETAIL SHEET C5.0
- 2 STANDARD DUTY CONCRETE: PER DETAIL SHEET C5.0
- HEAVY DUTY PAVEMENT: PER DETAIL SHEET C5.0
- STANDARD DUTY ASPHALT PAVEMENT: PER DETAIL SHEET C5.0
- (10) PARKING SPACE COUNT
- CC CART CORRAL
- TRANSFORMER

ACREAGE SUMMARY

WALMART	6.71±
FUEL STATION	1.28±
TOTAL	7.99±

PARKING RATIO

	BUILDING SQ.FT.	NO. of SPACES	RATIO
PROP. WALMART W/ LIQUOR BOX	48,585±	195	4.01 / 1000 S.F.
PROP. WALMART W/ LB & OPD	48,585±	212	4.36 / 1000 S.F.
PROP. GAS	1,618±	10	6.18 / 1000 S.F.
TOTAL WITHOUT OPD	50,203±	205	4.08 / 1000 S.F.
TOTAL WITH OPD	50,203±	222	4.42 / 1000 S.F.

-TOTAL PARKING SPACES WITHIN 150 FEET OF ENTRY IS 42 STALLS.
-ONLINE PICKUP SPACES = 17
-ADA SPACES IN WALMART PARKING FIELD = 8
-CART CORRALS = 6 SPACES
-CART CORRALS WERE NOT INCLUDED IN THE PARKING RATIO CALCULATION.

SITE DATA INFORMATION

ZONING INFORMATION

ZONING: PUD
PROPOSED USE: COMMERCIAL

BUILDING HEIGHT: 25 FT. (MAX.)

SETBACKS: REQUIRED — PROPOSED

22 FT. FROM CLARCONA OCOEE RD	22'
10 FT. FROM N. LAKEWOOD AVE	19'
5 FT. FROM CONTIGUOUS PROPERTY NOT WITHIN THE PROPERTY	5'
20 FT FROM BANYAN COVE BLVD	20'

LAND COVERAGE SUMMARY

IMPERVIOUS AREA - BUILDINGS AND FUEL STATION CANOPY:	55,112 S.F.	(1.27 AC.)	- 15.84% OF SITE
IMPERVIOUS AREA - PARKING/SIDEWALKS:	187,461.8 S.F.	(4.30 AC.)	- 53.85% OF SITE
TOTAL IMPERVIOUS AREA:	242,573.8 S.F.	(5.57 AC.)	- 69.69% ~ 70% OF SITE
PERVIOUS AREA/OPEN AREA:	105,523.2 S.F.	(2.42 AC.)	- 30.31% ~ 30% OF SITE
TOTAL SITE AREA:	348,097 S.F.	(7.99 AC.)	- 100.00% OF SITE

BUILDING INFORMATION

GROCERY BUILDING:	47,481 SF (APPROX.)
FUEL STATION C-STORE:	1,511 S.F. (APPROX.)
FUEL STATION CANOPY:	6,120 S.F. (APPROX.)
TOTAL:	55,112 S.F. (APPROX.)

PARKING INFORMATION

SECTION 4.2 INTERCHANGE VILLAGE PARKING REQUIREMENTS:

PARKING REQUIRED:

RETAIL (COMMERCIAL OR GENERAL RETAIL INDEPENDENTLY LOCATED): 48,585 S.F. / 333 = 146 SPACES
FUEL STATION C-STORE (COMMERCIAL OR GENERAL RETAIL INDEPENDENTLY LOCATED): 1,618 S.F. / 333 = 5 SPACES
TOTAL REQUIRED = 151 PARKING SPACES

PARKING PROVIDED: 222

RETAIL:

9.5 FT. X 20 FT SPACES =	187
12 FT. X 20 FT PICKUP SPACES =	17
12 FT. X 20 FT ADA SPACES =	8
SUBTOTAL =	212 PARKING SPACES**

**EXCLUDES 6 SPACES UTILIZED BY CART CORRALS

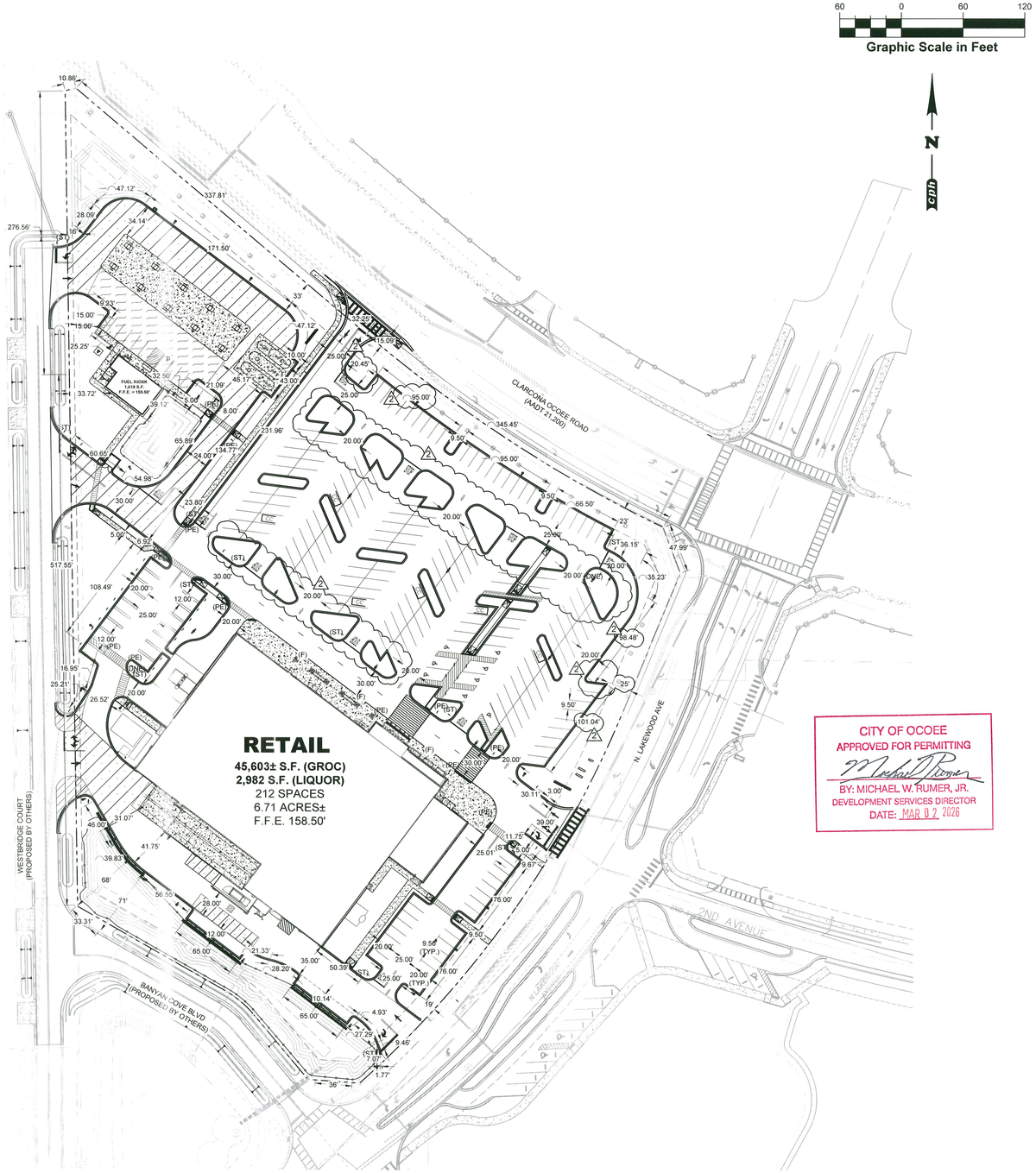
FUEL STATION:

9.5 FT. X 18 FT SPACES =	9
12 FT X 18 FT ADA SPACES =	1
SUBTOTAL =	10

RETAIL PARKING:

4.01 SPACES PER 1,000 SF OF PROTO BUILDING AREA (48,585 SF) + 17 PICKUP SPACES = 212 SPACES
FUEL STATION: 6.18 SPACES PER 1,000 SF (1,618 S.F.) = 10 SPACES
MEDIAN AGE: 35.1 (ASSUMED)

NOTE:
1. ITEMS SHOWN SCREENED REPRESENT EXISTING CONDITIONS. ITEMS SHOWN BOLD REPRESENT PROPOSED CONDITIONS.
2. CONSTRUCTION OF WESTBRIDGE COURT AND BANYON COVE BLVD DONE BY OTHERS.



CITY OF OCOEE
APPROVED FOR PERMITTING
BY: MICHAEL W. RUMER, JR.
DEVELOPMENT SERVICES DIRECTOR
DATE: MAR 02 2026

cph
www.cphcorp.com
Building Better Communities Together
1125 BARTOW RD
LAKELAND, FL 33801
Ph: 863-252-2761

Plans Prepared By:
CPH, LLC
A Full Service A & E Firm

JOSHUA D. LOCKHART LICENSE NO. 74011 STATE OF FLORIDA PROFESSIONAL ENGINEER
Digitally signed by Joshua D. Lockhart
Date: 2026.03.30 13:49:45 -04'00'

This item has been digitally signed and sealed by Joshua D. Lockhart, P.E. on the date adjacent to the seal. Signature must be verified on any electronic copies

No.	Revision	Date
1	CCD #3	01/26/26
2	PER CITY OF OCOEE COMMENTS	07/29/25

Designed: M. LOMELI
Drawn: D. COLLAZO
Checked: J. LOCKHART
Job No.: W131430
Date: 06/2025 © 2026

OVERALL SITE PLAN

NEW GROCERY AND FUEL STATION
CITY OF OCOEE, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
C1.1

J:\W131430\C3D\Civil\Overall Site Plan Set\W131430 – Overall Site Plan.dwg, 3/30/2026 12:31:19 PM, Miguel Lomeli-Mendoza

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
WALMART NEIGHBORHOOD MARKET
SIGN VARIANCE
CASE NUMBER: VR-26-02

NOTICE IS HEREBY GIVEN, that the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** on **TUESDAY, JULY 7, 2026, at 6:15 P.M**. or as soon thereafter as possible, at the Ocoee City Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, in order to consider the petition of Susie Stone, on behalf of DKC Ocoee Village Center SW LLC, property owner, for a sign variance for the Walmart Neighborhood Market, located at 10738 Clarcona Ocoee Road, according to the provisions of Article IV, Subsection 4-9 of the City of Ocoee Land Development Code.

Action Requested: The parcel is located at 10738 Clarcona Ocoee Road and is assigned parcel ID number 05-22-28-6161-01-000. Section 8-6A., in Article VIII of the Land Development Code (LDC), establishes, for a building up to 50,000 square feet, a maximum sign area of 100 square feet and a sign height of four (4) feet. For corner lots, an additional one (1) square foot per lineal foot of building frontage facing the secondary street may be permitted at a maximum sign area of 100 square feet and a maximum height of four (4) feet. Section 8-6D., further establishes, for signs located under a canopy or awning, a maximum height of six (6) inches and a width no more than 60 percent of the width of the awning or canopy.

The applicant is requesting the following variances to Section 8-6A., LDC, for the proposed wall signs:

- A maximum sign height of 10'-4" for the north sign elevation, representing a 158% height increase.
- A maximum sign height of 7'-9" for the east sign elevation, representing a 94% height increase.
- A maximum sign area of 459.7 square feet for the north sign elevation, representing a 360% sign area increase.
- A maximum sign area of 159.8 square feet for the east sign elevation, representing a 60% sign area increase.

The applicant is also requesting the following variances to Section 8-6D., LDC, for the proposed canopy sign:

- A maximum sign height of 1'-6" for the north canopy, representing a 200% height increase.
- A maximum sign width of 22 feet for the north canopy, representing a 5% sign area increase.

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.

June 25, 2026 26-02052W

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.

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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.