OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

July 21, 2026 **AGENDA** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER**

  Invocation

  Pledge of Allegiance

  Roll Call and Determination of Quorum

- **PRESENTATIONS AND PROCLAMATIONS**

- **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 July 7, 2026. **(City Clerk Sibbitt)**
  2. Approval of the 2027 Holiday Schedule and Canceling Seven (7) Scheduled Meeting Dates. **(City Clerk Sibbitt)**
  3. Approval of Resolution Establishing the Qualifying Period for the Election to be Held in March 2027. **(City Attorney Geller)**
  4. Approval of an Access Easement Agreement with Silvestri Investments of Florida, Inc. for the Market Store at Prairie Lake. **CONTINUED FROM THE JULY 7, 2026, CITY COMMISSION MEETING. (Community Development Administrator McFarlane)**
  5. Approval of the Third Amendment to the Restated Interlocal Cooperation Agreement Between Orange County, Florida, and City Of Ocoee, Florida, for Community Development Programs Under the Urban County Program **(Community Development Administrator McFarlane)**
  6. Approval of a Two-Year Warranty Surety Bond and Maintenance, Materials, and Workmanship Agreement for GS Crown Point Owner, LLC for the Elan Crown Point. **(Development Engineer Keaton)**
  7. Approval to Submit Grant Application and Accept Award to the Florida Firefighter Cancer Decontamination Grant for Two Vehicle Exhaust Capture Systems. **(Deputy Fire Chief Van Camp)**

8. Approval of Proposed Tentative Millage Rate for Fiscal Year 2026-2027 Budget. **(Finance Director Weber)**
9. Approval of Declaration and Disposition of Scrap City Property at Forest Lake Golf Club. **(Parks and Leisure Services Director Johnson)**
10. Approval of Demolition of 611 N. Lakewood Ave. **(Police Chief Ogburn)**
11. Approval of the Disposal of Old Furniture for the Police Department. **(Police Chief Ogburn)**
12. Approval of Police Department Vehicle Purchase. **(Police Chief Ogburn)**
13. Approval of the Two (2)-Year Extension of the Exclusive Franchise Agreements for Residential Construction & Demolition Debris Removal (RFQ21-007). **(Procurement Manager Tolbert)**
14. Approval to Renew Piggyback Toho Water Authority Contract #RFP-16-015 for Biosolids Hauling, Treatment and Disposal Services Contract with Shelley's Environmental Systems. **(Procurement Manager Tolbert)**
15. Approval of Project Awarded Funding under the Hazard Mitigation Grant Program (HMGP) Watershed Planning Program (WPP). **(Public Works Engineer Burch)**
16. Notification of Cumulative Expenditures with AC Signs, LLC and Approval to Continue Utilizing AC Signs, LLC as a Single Source Vendor. **(Recreation Operations Manager Hogan)**
17. Approval of Septic-To-Sewer Initial Assessment Resolution. **(Utilities Director Bolling)**
18. Resolution Establishing Intent to Reimburse Certain Capital Expenditures - Utilities Project **(Finance Director Weber)**
19. Resolution Establishing Intent to Reimburse Certain Capital Expenditures - Forest Lake Golf Course. **(Finance Director Weber)**

- **FIRST READING OF ORDINANCE**

20. First Reading of Ordinance for Fiscal Year 2025-26 Budget Amendment. (**Finance Director Weber)**
21. First Reading of Ordinance Amending Chapter 7 of the City Code: Enforcement of Code. **(Police Chief Ogburn)**

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

22. Second 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)**
23. Second Reading of an Ordinance Establishing an Emergency Medical Services Division and Emergency Medical Services Enterprise Fund and Approval of a Resolution Adopting Rates, Charges, and Fees for EMS Services and Transport. **(Fire Chief Smothers)**
24. Second 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)**

25. Second 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)**

- **PUBLIC HEARING**
- **REGULAR AGENDA**
- **MAYOR'S ANNOUNCEMENTS**
- **COMMENTS FROM COMMISSIONERS**
  (Limit to Five Minutes)
- **ADJOURNMENT**

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

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

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

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

REGULAR CITY COMMISSION MEETING

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

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

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

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

Absent: Commissioner Firstner

- **PRESENTATIONS AND PROCLAMATIONS** 6:17 PM

America 250 Proclamation – read and proclaimed by **Mayor Johnson** and accepted by representatives of the Daughters of the American Revolution organization.

- **STAFF REPORTS AND AGENDA REVIEW** 6:25 PM

City Manager Shadrix provided an update on the N. Lakewood Avenue construction project, advising that underground utility work is scheduled to begin on July 13th and that construction is anticipated to continue through the end of summer 2028. He noted that traffic delays are expected and encouraged residents to subscribe to Everbridge notifications for project updates. He also announced that the Forest Lake Golf Course will undergo full aerification of the tee boxes, fairways, and greens from July 27th through July 30th, during which time the golf course, driving range, and restaurant will be temporarily closed. Lastly, he reminded the public of the upcoming budget workshop and budget hearing dates and times.

- **PUBLIC COMMENTS** 6:27 PM

The following persons addressed the City Commission:

- **Ivette Palomo**, *Florida Congressional District 11 Candidate*, introduced herself to the Commission and audience and explained her stance and reasoning for filing to run for office.
- **Dr. Jim Moyer**, *Orange Soil and Water Conservation District 2 Supervisor*, presented information on a variety of current news topics including water conservation and artificial intelligence.
- **Norine Dworkin**, *Editor in Chief, VoxPopuli,* shared that VoxPopuli has been named a finalist in the Sunshine State Awards in two categories: Election Reporting and Non-Deadline News Reporting, and briefly explained what the Sunshine State Awards are. She also asked for community support and investments to help VoxPopuli continue reporting.
- **Platt Loftis**, *Waste Pro of Florida*, introduced Waste Pro and gave a brief summary of who they are and what they do. He also expressed Waste Pro's interest in working with the City.

- **CONSENT AGENDA** 6:38 PM

Motion: Move to pull item #4 for separate discussion and consideration; Moved by Commissioner Oliver, seconded by Commissioner Kennedy.

Consent Agenda Motion
Motion: Move to adopt Consent Agenda Items #1-3 and #5-13 with Item #4 being pulled for separate discussion and consideration; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 4-0 with Commissioner Firstner absent.

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)**

Commissioner Oliver expressed concerns that the site plan did not include the proposed traffic signal at the intersection of Ocoee Vista Parkway and Clarke Road, or the two deceleration lanes on Clarke Road. **Community Development Administrator McFarlane** addressed these concerns, explaining that the traffic signal is currently being discussed with the developer and will likely return to the City Commission as part of the Development Agreement. He further clarified that the item under consideration this evening pertains solely to granting an easement for access to the site from Clarke Road. **Development Services Director Lepp** reiterated that both concerns are off-site improvements that will be discussed as part of the Development Agreement. **Commissioner Oliver** expressed concerns regarding public safety in the absence of a finalized traffic signal agreement. **Development Services Director Lepp** responded to his concerns. **Commissioner Kennedy** asked what the consequences would be of approving the cross-access easement at this time and **Development Services Director Lepp** addressed his question. **Commissioner Kennedy** inquired if staff would be unable to finalize negotiations on the site plan, including access, unless the easement was granted. **Development Services Director Lepp** confirmed that this was correct. **Commissioner Wilsen** inquired whether the shared access would operate as a right-in/right-out entrance, and **Development Services Director Lepp** responded to her inquiry.

Alan Peacock, *Project Developer with P3 Capital***,** introduced himself, stated that he was available to answer any questions, and expressed his support for staff's recommendation.

Motion: Move to approve Item #4 - Access Easement Agreement with Silvestri Investments of Florida, Inc. for the Market Store at Prairie Lake; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion failed 2-2 with Mayor Johnson and Commissioner Oliver opposing and Commissioner Firstner absent.

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** 6:52 PM

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)**

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

15. First Reading of an Ordinance Establishing an Emergency Medical Services Division and Emergency Medical Services Enterprise Fund. **(Deputy Fire Chief Van Camp)**

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

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)**

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

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)**

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

- **SECOND READING OF ORDINANCE – PUBLIC HEARING** 6:58 PM

18. Second Reading of an Ordinance Regulating Micromobility Vehicles. **(Police Chief Ogburn)**

Police Chief Ogburn presented a brief overview of the proposed ordinance regulating micromobility vehicles. He explained the incidents the City has experienced involving e-bikes and e-scooters and outlined the operator requirements, prohibited acts, and applicable penalties.

City Attorney Geller read the title of the ordinance.

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

Motion: Move to approve Ordinance 2026-09 providing for an Ordinance Regulating Micromobility Vehicles, as presented by Staff; Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried 4-0 with Commissioner Firstner absent.

19. Second Reading of an Ordinance to Create Chapter 105 Master Capital Project and Service Assessment. **(Utilities Director Bolling)**

City Manager Shadrix presented a brief overview of the proposed ordinance to create a new Chapter 105, Master Capital Project and Service Assessment. He explained that the ordinance is associated with the Floral Avenue Sewer Project and outlined the assessment program options that were offered to affected residents and businesses. He further explained that the ordinance establishes the framework for the assessment program.

City Attorney Geller read the title of the ordinance.

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

Motion: Move to approve Ordinance 2026-10 providing for an Ordinance to create Chapter 105 Master Capital Project and Service Assessment, as presented by staff; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 4-0 with Commissioner Firstner absent.

- **PUBLIC HEARING** 7:06 PM

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

Planner II Belizaire presented a brief overview of the subject property and the requested variances, explaining that the applicant does not meet the four criteria required to approve variances. She advised that Staff recommends denial of the variances.

Commissioner Kennedy shared his frustration as there is no justification for a variance approval.

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

Motion: Move for denial of the Walmart Neighborhood Market Sign Variance, Project No. VR-26-02, as presented by staff; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 4-0 with Commissioner Firstner absent.

- **REGULAR AGENDA** - None

- **MAYOR'S ANNOUNCEMENTS** 7:15 PM

Mayor Johnson announced the upcoming City events for July and August.

Mayor Johnson stated that he is requesting to postpone Ocoee Music Fest due to the current tax reform concerns, with the intent of helping the City's residents during this time. He stated that he has asked the Parks and Leisure Services Department to explore the possibility of hosting smaller events in place of the festival. **Commissioner Wilsen** expressed her agreement with the request, and **Commissioner Oliver** also voiced his support. **Commissioner Kennedy** stated that he would like to discuss the matter further during the upcoming budget workshop to explore additional ideas. **Commissioner Wilsen** inquired whether a vote was needed at this time. **Mayor Johnson** responded that the matter could be discussed during the budget workshop.

- **COMMENTS FROM COMMISSIONERS** 7:22 PM

Commissioner Kennedy – Commented on the following: 7:22 PM – 7:25 PM

1) Shared that notification was received that former Commissioner Grogan has passed away and a service will be held on Friday, July 24th. He further shared his first encounter with the former Commissioner and expressed his condolences to his family.

Commissioner Wilsen – No further comment.

Commissioner Oliver – Commented on the following: 7:25 PM – 7:27 PM

1) Commented on the passing of former Commissioner Grogan and shared his condolences.
2) Announced that in 2024, the State's hottest temperatures were recorded since 1895, and gave information regarding heat stroke and its signs.
3) Read an inspirational quote.

Mayor Johnson – Commented on the following: 7:27 PM – 7:31 PM

1) Commented on the passing of former Commissioner Grogan and shared stories of their friendship.
2) Announced that the July 4th celebration was a great event and gave kudos to Parks and Leisure Services staff for a job well-done.

- **ADJOURNMENT** 7:31 PM

APPROVED:

Attest: **City of Ocoee**

_____ _____

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

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 2

Contact Name: Miranda Justice
Contact Number: Ext. 1024

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Approval of the 2027 Holiday Schedule and Canceling Seven (7) Scheduled Meeting Dates. (City Clerk Sibbitt)

Background Summary:
Section 8.01 of the Personnel Rules and Regulations lists holidays that will be observed annually in the City of Ocoee. Each year, the City Commission approves those holidays as well as selects dates for those holidays that fall on weekend days. Due to time-sensitive development projects, the Development Services Department would benefit from advance notification of planned cancellations of the Planning and Zoning and City Commission Meetings.

Issue:
Should the Honorable Mayor and City Commission approve the Holiday Schedule for 2027, and further, approve canceling seven (7) scheduled meeting dates as recommended by Staff listed below?

Recommendations:

APPROVED HOLIDAYS	DATES AS APPROVED	RECOMMENDATIONS
New Year's Day	January 1st	Friday, January 1, 2027
Martin Luther King, Jr. Day	Third Monday in January	Monday, January 18, 2027
Memorial Day	Last Monday in May	Monday, May 31, 2027
Independence Day	July 4th	Monday, July 5, 2027
Labor Day	First Monday in September	Monday, September 6, 2027
Thanksgiving Day	Fourth Thursday in November	Thursday, November 25, 2027
Day After Thanksgiving	Day after Fourth Thursday	Friday, November 26, 2027

Day Before or After Christmas	As determined by the Commission	Friday, December 24, 2027
Christmas	December 25th	Monday, December 27, 2027
New Year's Day 2028	January 1st	Friday, December 31, 2027

MEETINGS	HOLIDAYS	2027 RECOMMENDED MEETING CANCELLATION DATES
City Commission Meeting	Martin Luther King, Jr. Day	January 19, 2027
Planning & Zoning Commission	Municipal Election Day	March 9, 2027
City Commission Meeting	NLC 2027 Congressional City Conference	March 16, 2027
City Commission Meeting	Memorial Day	June 1, 2027
City Commission Meeting	Independence Day	July 6, 2027
City Commission Meeting	Labor Day	September 7, 2027
City Commission Meeting	NLC 2027 City Summit	November 16, 2027

Attachments:
1. PRR Section 8.01
2. 2027 Calendar with Holidays

Financial Impacts:
None

Type of Item: Consent

SECTION 8

HOLIDAYS

8.01 Days Observed

A. When a holiday falls on Saturday or Sunday, the Friday preceding or Monday following shall be designated a substitute holiday and observed as the official holiday.

B. The observed holidays are:

January 1	New Year's Day
January - Third Monday	Martin Luther King, Jr. Day
May - Last Monday	Memorial Day
July 4	Independence Day
September - First Monday	Labor Day
November - Fourth Thursday	Thanksgiving Day
November - Fourth Friday	Day after Thanksgiving
December	Day Before or After Christmas Day, as Determined by City Commission
December 25	Christmas Day

C. The City Manager will determine which departments or operations will be closed in observance of a holiday.

8.02 Eligibility for Holiday Pay

A. All holidays must be taken as time off except for departments where employees work 24 hours.

B. An employee must be on an approved paid leave for or work the normal schedule of hours, on the regularly scheduled working day immediately prior to and immediately following a holiday, in order to qualify for the holiday time or pay. Absences not approved in advance may not be approved depending on whether the employee's excuse and verification of the reason for the absence are acceptable to management, which, may at its option, require a doctor's excuse as well as any other evidence it deems necessary.

C. Holiday Pay

Full-time non-exempt employees, except those covered by a Collective Bargaining Agreement, who work a regular schedule of 8, 9, 10 or 12 hour days shall receive eight (8), nine (9), ten (10) or twelve (12) hours at their straight time hourly rate.
2. Regular part-time employees who are assigned a regular schedule of more than twenty (20) but less than forty (40) hours a week, shall receive four (4) hours at their regular hourly rate provided they meet the requirements of Section 8.02(B) above and provided they are on a paid status.

2027 Calendar

Calendarpedia
Your source for calendars

January

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
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31						

February

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28						

March

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April

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May

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23	24	25	26	27	28	29
30	31					

June

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July

Su	Mo	Tu	We	Th	Fr	Sa
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25	26	27	28	29	30	31

August

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22	23	24	25	26	27	28
29	30	31				

September

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October

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31						

November

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21	22	23	24	25	26	27
28	29	30				

December

Su	Mo	Tu	We	Th	Fr	Sa
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Federal Holidays 2027

Jan 1	New Year's Day	Jun 18	Juneteenth (observed)	Sep 6	Labor Day	Dec 24	Christmas Day (obs.)
Jan 18	Martin Luther King Day	Jun 19	Juneteenth	Oct 11	Columbus Day	Dec 25	Christmas Day
Feb 15	Presidents' Day	Jul 4	Independence Day	Nov 11	Veterans Day	Dec 31	New Year's Day (obs.)
May 31	Memorial Day	Jul 5	Independence Day (observed)	Nov 25	Thanksgiving Day		

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STAFF REPORT

Meeting Date: July 21, 2026
Item #: 3

Contact Name: Rick Geller
Contact Number:

Department Director:
City Manager: Craig Shadrix

Subject: Approval of Resolution Establishing the Qualifying Period for the Election to be Held in March 2027. (City Attorney Geller)

Background Summary:

On October 15, 2024, the City Commission adopted the candidate qualifying period for the offices of Mayor and City Commissioner, establishing the regular qualifying period as beginning at noon on the first Friday in December preceding the election and ending at noon on the second Friday in December preceding the election. The ordinance also authorizes the City Commission to establish, by resolution, an alternative five (5) business day qualifying period for a regular, special, or general election.

Section C-10 of the Charter of the City of Ocoee provides that the City Commission is responsible for determining the qualifications and eligibility of candidates for the offices of Mayor and City Commissioner, as well as the election and qualifications of its members and any grounds for forfeiture of office under the Charter. In addition, Section C-11 requires that candidates for Mayor or City Commissioner have resided within the City for one (1) year, furnish proof of meeting the residency requirement as prescribed by ordinance, and consent to a background check to verify their qualifications to hold office. These Charter provisions ensure that all candidates satisfy the eligibility requirements before being qualified for the election.

The Human Resources Director has advised that background checks may take up to four (4) business days to be completed after they are ordered. To allow sufficient time for staff to obtain and review the required background checks, and present the results to the City Commission prior to its regular meeting on December 15, 2026, staff recommends establishing an earlier qualifying period. The proposed qualifying period would begin at noon on Tuesday, December 1, 2026, and end at noon on Tuesday, December 8, 2026, for the March 2027 municipal election.

Issue:

Should the Honorable Mayor and City Commission adopt the Resolution establishing the qualifying period for the election to be held in March 2027?

Recommendations:

Staff recommends the Honorable Mayor and City Commission adopt the Resolution establishing the qualifying period for the election to be held in March 2027.

Attachments:

1. Resolution Changing Qualifying Period

Financial Impacts:
None

Type of Item: Consent

RESOLUTION NO. 2026 -

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, ESTABLISHING THE QUALIFYING PERIOD FOR CANDIDATES FOR THE OFFICES OF MAYOR AND CITY COMMISSIONER FOR THE ELECTION TO BE HELD IN MARCH 2027; AND PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 15, 2024, the City Commission thereupon adopted the qualifying period for the offices of Mayor and City Commissioner take place between noon on the first Friday in December preceding the election and ending at noon on the second Friday in December preceding the election, and allow the City Commission discretion to establish by resolution such other five (5) business day qualifying period for a regular, special, or general election; and

WHEREAS, the City Commission may exercise any power for municipal purposes, except as expressly prohibited by law; and

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-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, background checks may take up to four business days to receive after ordering them; and

WHEREAS, the City Commission finds it necessary and appropriate to establish, by resolution, an earlier qualifying period for the upcoming municipal election to ensure sufficient time for the City of Ocoee to order and receive the background checks required by § C-11 of the Charter before the regular City Commission meeting scheduled for December 15, 2026.

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

SECTION 1. **Authority**. The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Section 5-3 of the Ocoee City Code, which states, "The City Commission may establish such other five business day qualifying period for a regular, special, or general election by resolution."

SECTION 2. **Qualifying Date.** The City Commission of the City of Ocoee hereby adopts the five business day qualifying period for candidates for the offices of Mayor and City Commissioner beginning at noon on Tuesday, December 1, 2026, and ending at noon on Tuesday, December 8, 2026, for the election to be held in March 2027.

SECTION 3. **Severability**. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereto.

SECTION 4. **Effective Date**. This Resolution shall become effective immediately upon passage and adoption.

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 JULY _____, 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 _____, 20____.

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

STAFF REPORT

Meeting Date: July 21, 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 JULY 7, 2026, CITY COMMISSION MEETING. (Community Development Administrator McFarlane)

Background Summary:

This item was considered at the July 3rd City Commission meeting and was not approved by a 2-2 vote. The applicant has requested that it be considered again.

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 298.62' BLD. TIE LINE

SPEED LIMIT 25

(END)

(START)

INSTALL 3' VALLEY GUTTER PER FDOT INDEX 520-001

FND 4X4 CM LB7227

STOP

SET IR5 LB8186

(END)

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

CROSS ACCESS EASEMENT TO BENEFIT THE CITY

CROSS ACCESS EASEMENT TO BENEFIT SILVESTRI

S80°25'53"W 185.72'

PED XING 24" 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

AirVac

CONC. CANOPY

3+1 DSL

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

F.F. 111.5±

STORMWATER AREA

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

Required Landscape Area

7 CAR WASH

BLDG SETBACK

STORMWATER AREA

BLDG SETBACK

158.4' BLD. TIE LINE

186.1' BLD. TIE LINE

36.0'

80.1' BLD. TIE LINE

69.2' BLD. TIE LINE

127.4' BLD. TIE LINE

MIN. SETBACK & BUFFER 25'
SITE MEETS MINIMUM GREENSPACE

BUFFER 10'

BUFFER 10'

S00°45'53"E 411.36'

FND 4X4 CM LB7274

FND 4X4 CM LB7

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:
FD–FOUND
IR–IRON ROD
IP–IRON PIPE
R&C–ROD & CAP
P&C–PIPE & CAP
N&D–NAIL & DISC
PB–PLAT BOOK

Δ–DELTA
R–RADIUS
L–ARC LENGTH
B.R.–BEARING REFERENCE
U.E.–UTILITY EASEMENT
D.E.–DRAINAGE EASEMENT
PC–POINT OF CURVATURE
TYP–TYPICAL

P.O.B.–POINT OF BEGINNING
CM–CONCRETE MONUMENT
CONC.–CONCRETE
INV – INVERT
C.L.–CHAIN LINK
R/W–RIGHT OF WAY
ORB–OFFICIAL RECORDS BOOK

(P)–PER PLAT
(M)–AS MEASURED
(C)–AS CALCULATED
(D)–PER DEED
OHW–OVER HEAD WIRES
PP–POWER POLE
PG–PAGE
PAV–PAVEMENT

F.F.–FINISH FLOOR ELEVATION
PRM–PERMANENT REFERENCE MONUMENT
CP–CONCRETE PAD
C–CENTERLINE
ELEV–ELEVATION
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 BE SOLELY RESPONSIBLE FOR VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE 10' 0' 20' 40'

SHEET 06
DATE: TBD
SCALE: 1"=20'
JOB NO.: C-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.

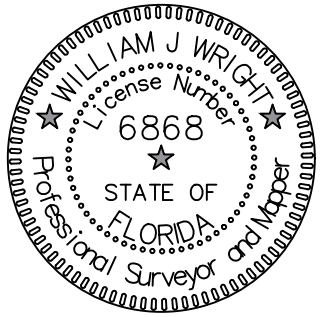
SURVEYOR'S NOTES:

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.

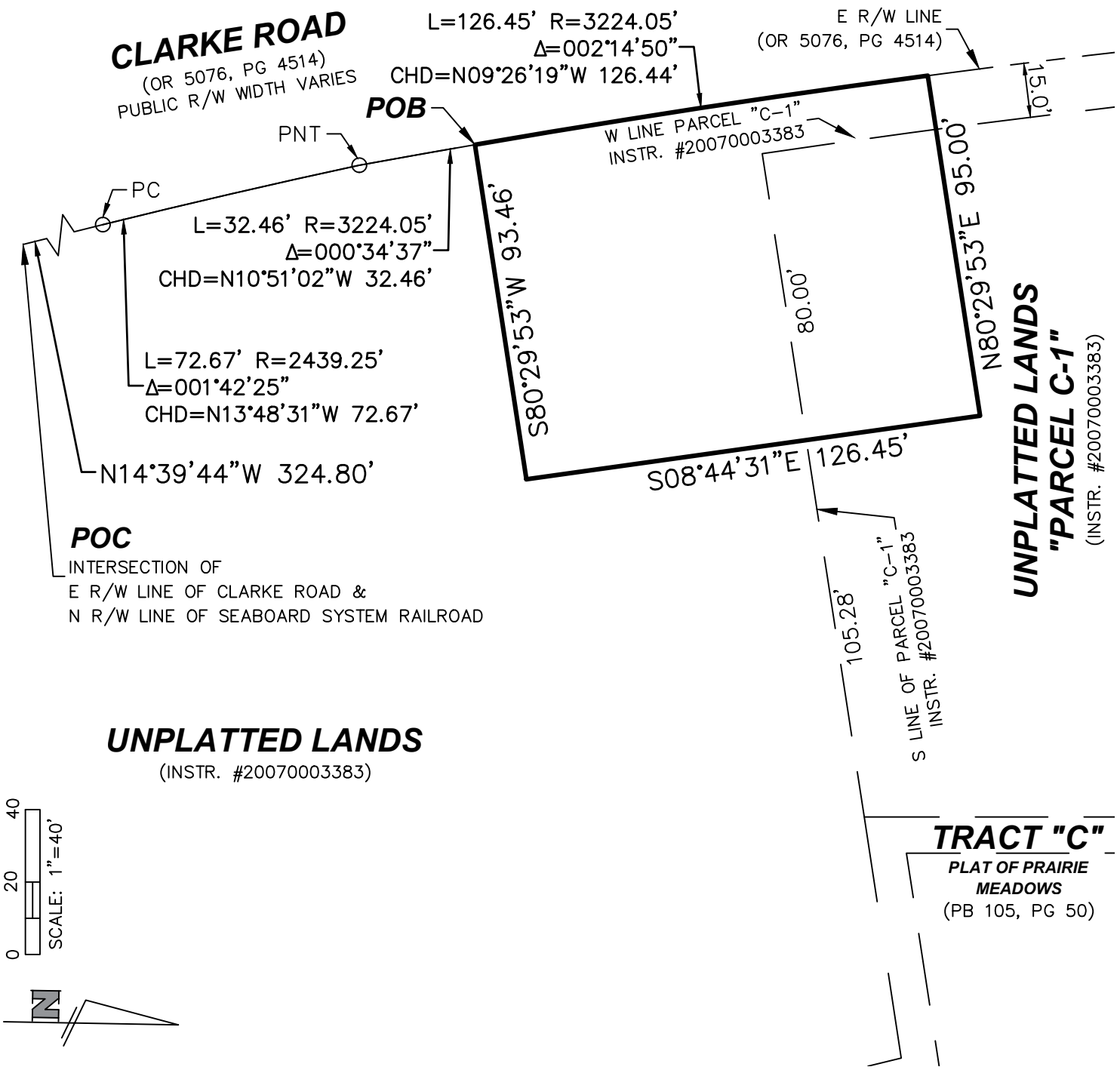
WILLIAM J WRIGHT, PhD, P.S.M.
LICENSE NO. 6868, STATE OF FLORIDA
WRIGHTPSM LLC LB8186



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 21, 2026
Item #: 5

Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of the Third Amendment to the Restated Interlocal Cooperation Agreement Between Orange County, Florida, and City Of Ocoee, Florida, for Community Development Programs Under the Urban County Program (Community Development Administrator McFarlane)

Background Summary:

On July 9, 2026, Orange County contacted the City regarding executing an amendment to the County and City's existing Urban County Interlocal Agreement with Orange County. This amendment incorporates updated language required by applicable laws and by the U.S. Department of Housing and Urban Development (HUD). Due to time constraints set by HUD, the County has requested that the City approve this Third Amendment by **July 31, 2026**, in order to meet HUD's deadlines.

The proposed amendment modifies two (2) sections in the agreement: Section 4 (Mutual Cooperation) and Section 9(a) (Applicable Laws/Compliance)

The execution of this amendment will allow the City to continue to apply to Orange County's Community Development Block Grant (CDBG) program, HOME Investment Partnership program, and Emergency Solutions Grant program. The City recently applied for and was awarded a grant through Orange County's CDBG program for the Roper and Capitol Drainage Improvement Infrastructure Project.

Issue:

Should the Honorable Mayor and City Commission approve the Third Amendment to the Restated Interlocal Cooperation Agreement Between Orange County, Florida, and City Of Ocoee, Florida, for Community Development Programs Under the Urban County Program?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve the Third Amendment to the Restated Interlocal Cooperation Agreement Between Orange County, Florida, and City Of Ocoee, Florida, for Community Development Programs Under the Urban County Program.

Attachments:

1. (3rd Amendment) Ocoee - HUD Interlocal Agreement

Financial Impacts:
N/A

Type of Item: Consent

THIRD AMENDMENT TO THE RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN ORANGE COUNTY, FLORIDA AND CITY OF OCOEE, FLORIDA FOR COMMUNITY DEVELOPMENT PROGRAMS UNDER THE URBAN COUNTY PROGRAM

THIS THIRD AMENDMENT (**"Third Amendment"**) is entered into by Orange County, Florida, a charter county and political subdivision of the State of Florida (the **"COUNTY"**) and the City of Ocoee, Florida, a municipal corporation created and existing under the laws of the State of Florida (the **"MUNICIPALITY"**).

RECITALS

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby urban counties may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

WHEREAS, on August 22, 2017, the COUNTY executed the "Restated Interlocal Cooperation Agreement between Orange County, Florida and City of Ocoee, Florida for Community Development Programs under the Urban County Program" (the **"Restated Agreement"**); and

WHEREAS, the Restated Agreement covered the Community Development Block Grant, HOME Investment Partnership Program, and Emergency Solutions Grant programs; and

WHEREAS, in 1993 the COUNTY and the MUNICIPALITY entered into an interlocal agreement to authorize the COUNTY to undertake activities to plan and carry out the Community Development Block Grant (**"CDBG"**), HOME Investment Partnership (**"HOME"**), and Emergency Solutions Grant Programs (**"ESG"**), for the benefit of residents of Orange County, Florida; and

WHEREAS, the COUNTY and the MUNICIPALITY desired – and still maintain that desire – to continue the relationship established in that 1993 interlocal agreement and has done so, and continues to do so, by restating and amending that agreement; and

WHEREAS, the Restated Agreement was made pursuant to the Department of Housing and Urban Development's mandate that the agreement between the COUNTY and the MUNICIPALITY meets the requirements set forth in the Urban County Qualification Notice for the subsequent qualification period; and

WHEREAS, upon its review, the Department of Housing and Urban Development ("HUD") requested a minor amendment be made to the Restated Agreement (the **"First Amendment"**) which was executed by the COUNTY and the MUNICIPALITY in 2018, and

WHEREAS, HUD requested another amendment be made to the Restated Agreement (the **"Second Amendment"**) to update Section 9(a) of the Restated Agreement related to compliance with applicable laws and regulations, with the Second Amendment executed by the COUNTY and the MUNICIPALITY in 2020, and

WHEREAS, upon review of the Community Planning and Development Notice (CPD-26-08) published by HUD on May 15, 2026 (the **"Notice"**), it was determined that additional updates to the Restated Agreement are necessary to ensure compliance with requirements of the Notice; and

NOW, THEREFORE, for and in consideration of the mutual premises and covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this First Amendment upon which the parties have relied.

SECTION 2. INCORPORATION. The Restated Agreement forms a material part of this First Amendment and Second Amendment is therefore incorporated by reference.

SECTION 3. EFFECTIVE DATE. The effective date of this Third Amendment is the date of execution by the COUNTY.

SECTION 4. AMENDMENT TO SECTION 4 (MUTUAL COOPERATION). The text of the Restated Agreement, Section 4, is to be deleted and replaced with the following:

> "The COUNTY and the MUNICIPALITY agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities, as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan."

SECTION 5. AMENDMENT TO SECTION 9 (APPLICABLE LAWS/COMPLIANCE). The text of Restated Agreement, Section 9(a), as amended by the Second Amendment, is to be deleted and replaced with the following:

> "The MUNICIPALITY and the COUNTY agree to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1; and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing. The MUNICIPALITY and the COUNTY also agree to comply with Section 109 of Title I of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 6, which incorporates: Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8; Title II of the

Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146; Section 3 of the Housing and Urban Development Act of 1968; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 49 CFR Part 24; Section 104(d) of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 42, and all other applicable laws."

SECTION 6. EFFECT; CONFLICTS. Except as modified herein, all other terms and provisions of the Restated Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this Third Amendment and the provisions of the Restated Agreement or the First Amendment or Second Amendment, the provisions of this Third Amendment shall control.

SECTION 7. SIGNATURE AUTHORITY. Each of the persons executing this Third Amendment represents and warrants to each party that he or she has the authority to execute and enter into this Third Amendment for and on behalf of the party for which he or she is executing this Third Amendment.

SECTION 8. COUNTERPARTS. This Third Amendment may be executed in counterparts each of which shall be deemed an original.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed by their duly authorized officials.

ORANGE COUNTY, FLORIDA
By: Orange County Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Date: _____

CITY OF OCOEE, FLORIDA

By:_____
Rusty Johnson, Mayor

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED BY THE CITY OF OCOEE COMMISSION AT A MEETING HELD ON _____, 2026, UNDER AGENA 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

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 6

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of a Two-Year Warranty Surety Bond and Maintenance, Materials, and Workmanship Agreement for GS Crown Point Owner, LLC for the Elan Crown Point. (Development Engineer Keaton)

Background Summary:

The Elan Crown Point development is located in Commission District 1, about 0.36 miles north of the intersection of Ocoee Apopka Road and Fuller's Cross. The property is located on the west side of Ocoee Apopka Rd and the north side of State Road 429. The developer has completed construction of the subdivision's infrastructure improvements and requested a Certificate of Completion. The infrastructure improvements include potable water, sanitary sewer, reclaimed water, utilities, new roadway (Crown Village Road), 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, the developer must furnish the City with a Surety Bond to cover any possible damage discovered during the next three (3) years. Should the developer choose not to make those repairs, GS Crown Point Owner, LLC has provided the City with a Warranty Bond in the amount of $97,387.21, which is 10% of the cost of the constructed improvements. The attached Maintenance, Materials, and Workmanship Warrant Bond acts as the executable document between the developer and the City. The Surety will be returned to the developer upon completion of the three-year warranty period and the repair of any damages caused over those three years.

Issue:

Should the Honorable Mayor and City Commission accept the Surety bond provided by GS Crown Point Owner, LLC for the Elan Crown Point development warranty and execute the Maintenance, Materials, and Workmanship Agreement?

Recommendations:

The Development Services Department recommends that the Honorable Mayor and City Commission approve the acceptance of the Surety bond and the execution of the Maintenance, Materials, and Workmanship Agreement with GS Crown Point Owner, LLC for the Elan Crown Point development.

Attachments:

1. MMW Agreement and Bond - 2 Year

Financial Impacts:
None

Type of Item: Consent

MAINTENANCE, MATERIALS, AND WORKMANSHIP WARRANT BOND

Development Services – Planning Division
1 N. Bluford Avenue | Ocoee, FL 34761
Phone: 407.905.3157

RECEIVED
MAR 31 2026
CITY OF OCOEE

Bond Number CMS0390626

Received Date – Office Use Only

KNOW ALL MEN BY THESE PRESENTS, that GS Crown Point Owner, LLC, of Orlando of Orange County, Florida, hereinafter referred to as "Developer" and RLI Insurance Company of Peoria, IL, Authorized to do business in Florida, hereinafter called "Surety", are held and firmly bound unto the City of Ocoee, Florida, a municipal corporation in the State of Florida, as obligee, in the full and just sum of $97,387.21 dollars, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Developer and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer has developed and constructed a subdivision in the City of Ocoee, Florida, known and identified as Elan Crown Point and in connection therewith has installed with the approval of the City certain roads, streets, sewers, water systems, drainage facilities (including retention and detention ponds), and/or other improvements under the provisions, conditions, and requirements of the subdivision approval granted the ____ day of _____, 20 ___, by the Board of City Commissioners of the City of Ocoee, Florida.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Developer shall maintain all improvements required as a condition of the subdivision approval, including but not limited to roads and other structures, sewer and water systems, drainage facilities (including retention and detention ponds) and other public utilities, in first class condition for a period of two (2) years from the date of issuance of a Certificate of Completion, and if the Developer shall replace all paving or other structures which within said two (2) year period shall be found not to comply with said subdivision approval, and that if the Developer shall replace any other improvements, including but not limited to the sewer and water systems, drainage facilities (including retention and detention ponds), and other public utilities, the materials, workmanship, performance or structural integrity of which shall be found not to comply with said subdivision approval for a two (2) year period following issuance of the Certificate of Completion by the City and shall pay any and all costs or expenses incidental to the performance of any work required to be performed hereunder, then this obligation shall be void; otherwise to be and remain in full force and effect.

FURTHERMORE, if at any time during the two (2) year period following the issuance of the Certificate of Completion the City notifies the Developer and Surety, in writing, of any deficiency or fault in the materials, workmanship, performance or structural integrity of the required improvements, including but not limited to roads and other structures, sewer and water systems, drainage facilities (including retention and detention ponds) and other public utilities, then this bond shall continue in full force and effect until such deficiency or fault is corrected.

SIGNED, SEALED, AND DATED THIS 27th DAY OF March, 2026.

GS Crown Point Owner, LLC

DEVELOPER

SURETY Laura E. Sudduth, Attorney-In-Fact

Form 9

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mary Ann Garcia, Laura E. Sudduth, Amanda R. Turman-Avina, Jennie Goonie, Teuta Luri, Katie Canales, Al Gonzalez, Karis Johnson jointly or severally

in the City of Houston, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 26th day of February, 2026.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Eric Raudins — Sr. Vice President

State of Ohio
County of Cuyahoga } SS

On this 26th day of February, 2026, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jill A. Scott — Notary Public

NOTARIAL SEAL STATE OF OHIO
JILL A. SCOTT
Notary Public, State of Ohio
My Commission Expires
September 22, 2030

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 27th day of March, 2026.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Christina Dean — Corporate Secretary

4222599020212

A0058D19_SUBS

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 7

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

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: Approval to Submit Grant Application and Accept Award to the Florida Firefighter Cancer Decontamination Grant for Two Vehicle Exhaust Capture Systems. (Deputy Fire Chief Van Camp)

Background Summary: The Ocoee Fire Department requests City Commission authorization to submit a grant application for funding to purchase and install vehicle exhaust capture systems on two fire apparatus: one E-ONE fire engine and one Sutphen 90-foot aerial platform. The requested action also authorizes the City to accept the grant, if awarded, provide the required 25% local matching funds, and purchase the two exhaust capturing systems.

Firefighters are routinely exposed to diesel exhaust emissions generated by emergency response apparatus. Diesel exhaust has been identified as a known human carcinogen and is associated with increased risks of cancer and respiratory disease. The NO SMOKE direct source diesel exhaust filtration system significantly reduces firefighter exposure by capturing and filtering diesel emissions directly at the source before they enter the fire station or surrounding work areas. All front line fire apparatus already have this system, except for the newly purchased fire engine and the aerial tower truck.

The proposed project will equip two frontline apparatus with onboard exhaust capture systems that comply with NFPA 1500 (2018) firefighter health and safety standards. Installation of these systems will improve station air quality, reduce occupational health risks, and further the Department's ongoing commitment to firefighter cancer prevention and workplace safety.

Approval of this item serves a valid public purpose by enhancing firefighter health and safety, reducing exposure to hazardous diesel exhaust emissions, improving workplace air quality within City fire stations, and ensuring emergency response apparatus are equipped with technology that supports nationally recognized firefighter safety standards. The project will help protect the City's emergency responders while improving the long-term reliability and safety of fire department operations.

The total estimated project cost, including equipment and installation for both apparatus, is $21,392.

- Total Project Cost: $21,392
- Federal Grant Request (75%): $16,044
- Required City Match (25%): $5,348

If the grant is awarded, the City's required matching funds will be provided through the Fire Department's approved budget.

Issue:
Should the Honorable Mayor and City Commission authorize the Fire Department to submit the grant application for vehicle exhaust capture systems and, if the grant is awarded, to authorize the City Manager to accept the grant and authorize the Mayor, City Clerk, and Staff to sign the grant agreement, execute all necessary grant documents, provide the required local matching contribution of $5,348, and purchase the NO SMOKE direct source diesel exhaust filtration system?

Recommendations:
Staff recommends the Honorable Mayor and City Commission authorize the Fire Department to submit the grant application for vehicle exhaust capture systems and, if the grant is awarded, to authorize the City Manager to accept the grant and authorize the Mayor, City Clerk, and Staff to sign the grant agreement, execute all necessary grant documents, provide the required local matching contribution of $5,348, and purchase the NO SMOKE direct source diesel exhaust filtration system.

Attachments:
1. No Smoke Quote

Financial Impacts: The estimated total project cost is approximately $21,392 and includes the purchase and installation of two exhaust capturing systems.

Under the FEMA Assistance to Firefighters Grant, the City of Ocoee would be responsible for a required cost share of approximately ten percent (10%) of the total project cost.

Estimated City Match Requirement:

- Total Project Cost: $21,392
- Federal Grant Request (75%): $16,044
- Required City Match (25%): $5,348

If awarded, the required City match of $5,348 would be provided from the Fire Department’s operating budget (001-522-00-4605 Vehicle Parts and Repairs).

Type of Item: Consent

Quotation

Beecher Emission Solution Technologies, LLC
dba **Ward Diesel Filter Systems**
1250 Schweizer Road
Horseheads, NY 14845
Phone: 800-845-4665
Fax: 607-739-7092

Date: July 13, 2026
Quotation #: 12923

To: Ocoee Fire Department
563 S Bluford Ave
Ocoee FL 34761

Quotation valid until: August 12, 2026
Prepared by: TF

Attention: Charles Van Camp

Quantity	Description	Per Unit Credit Card Price	Total Credit Card Price
2	NO SMOKE direct source diesel exhaust filtration system, installed, excluding taxes	$11,230.80	$22,461.60
		***CREDIT TOTAL**	$22,461.60

Quantity	Description	Per Unit Cash/Check Price	Total Cash/Check Price
2	NO SMOKE direct source diesel exhaust filtration system, installed, excluding taxes	$10,696.00	$21,392.00
		CASH TOTAL	$21,392.00

Warranty: One (1) year.

End User: Ocoee Fire Department

Installation Site: TBD

Terms: Net 30 days on all invoices. Invoicing will be done weekly on the number of units installed for each week.

Notes: All prices are in US Dollars. Proposal does not include bid and/or performance bond cost. *Effective February 11, 2024, merchants in New York State must provide clear and conspicuous disclosure of credit card surcharges to consumers.

Regional Sales Manager Tony Farrell

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 8

Contact Name: Steven Weber
Contact Number: Ext. 1520

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval of Proposed Tentative Millage Rate for Fiscal Year 2026-2027 Budget. (Finance Director Weber)

Background Summary:

Effective June 24, 2026, Senate Bill 4-F revises the calculation for determining the maximum millage rate that a county, municipality, special district, or municipal service taxing unit may levy.

Section 2 of SB 4-F, amends subsection 200.065(5), Florida Statutes, to remove a calculation of the current year's maximum millage rate based on the prior year's taxes and maximum millage rate and removes the option to levy the adopted rate from the prior year, if higher. The amendment provides that the maximum millage rate that may be levied is the rolled-back rate computed under 200.065(1), F.S. A taxing authority may adopt a millage rate of up to 110 percent of the rolled-back rate by a two-thirds vote of the membership of the governing body. A taxing authority may adopt a millage rate exceeding 110 percent of the rolled-back rate by a unanimous vote of the membership of the governing body.

The City must consider setting a tentative millage rate to ensure financial stability amid rising costs and economic uncertainty. For Fiscal Year 2026/2027, the rolled-back millage rate is 4.8111 mills. This rate is lower than the current millage and would not generate enough revenue to sustain existing service levels. State statutes define the levels of approval required for adopting a millage rate and permit the governing body to approve a maximum rate of 5.2922 mills (110% of the rolled-back rate) with a two-thirds vote. This represents an increase from the current rate of 4.9500 mills.

From 2018 to 2025, the taxable value of all properties in the City increased by an average of 11.8% annually. For fiscal year 2027, the taxable values rose by only 8.6% to $5,859,466,089. To support the general fund, staff are proposing a tentative millage rate of 5.2922 mills, which is projected to generate approximately $31,009,466 in revenue.

Issue:

Should the Honorable Mayor and City Commission set the proposed tentative millage rate at 5.2922 mills? Establishing this rate provides the Commission with flexibility to make adjustments during the review and discussion of the proposed budget. In September, the Commission will adopt the final millage rate.

Recommendations:

Staff recommends that the Honorable Mayor and City Commission set the proposed tentative millage rate at 5.2922 mills.

Attachments:
None

Financial Impacts:
This rate will be used to calculate the ad valorem revenue to be included in the Fiscal Year 2026-2027 budget.

Type of Item: Consent

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 9

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Approval of Declaration and Disposition of Scrap City Property at Forest Lake Golf Club. (Parks and Leisure Services Director Johnson)

Background Summary:

As part of the City's acquisition of Forest Lake Golf Club, the property included a significant amount of obsolete, inoperable, and deteriorated equipment that has no operational or resale value. The inventory consists of aging mowers, trailers, sprayers, golf carts, and various miscellaneous maintenance equipment that are beyond their useful life and are no longer suitable for service.

These items have remained stored in the golf course maintenance yard, where they continue to deteriorate due to prolonged exposure to the elements. The obsolete equipment occupies valuable workspace, detracts from the overall appearance of the maintenance facility, and limits the efficient organization and storage of equipment currently used to maintain the golf course.

Staff has completed an evaluation of the equipment and determined that it is no longer economically feasible to repair or retain. Declaring these items as surplus and authorizing their disposal will improve the functionality and appearance of the maintenance yard, enhance operational efficiency, and support the City's ongoing efforts to improve and modernize Forest Lake Golf Club.

Issue:

Should the Honorable Mayor and City Commission declare that the list of items are of no value and should be transferred for disposal at a scrapyard?

Recommendations:

Staff recommends the Honorable Mayor and City Commission declare that the list of items are of no value and should be transferred for disposal at a scrapyard.

Attachments:

1. Forest Lake Golf Course - Disposition of Inventory
2. IMG_0212
3. IMG_0213
4. IMG_0214
5. IMG_0215
6. IMG_0216
7. IMG_0217

Financial Impacts:
When the city took over operations of the golf club, the equipment was already non-functioning and rusting outside on the club grounds. There is no financial impact to the City of Ocoee.

Type of Item: Consent

Forest Lake Golf Course

10521 Clarcona Ocoee Rd

1. Toro 6500D – runs (no decals)
2. Beverage cart – Yamaha, gas
3. Jacobsen 7.2’ Deck Mowers – diesel, runs
4. Turf 2 canopy
5. Club car – bosu ball cage
6. Toro 3100D – rough run
7. Ford 3930 – loader (no bucket), run
8. John deere 5220 – runs
9. Ford 3430 – runs, 12’ 3 game bush hog
10. Toro ground master 4500 (no deck) – run
11. Toro redmaster 6500D (no reel) – run
12. Toro ground master – run (hole in deck)
13. John deere 430 – run (no hood grill) 200 gas tank
14. Yamaha – gas
15. E-Z-Go – dead
16. Ford 3930 front bucket – runs
17. Toro 5500D – motor good, no reels
18. Pronovost 12x4 dump trailer
19. Walk mower
20. Smithco roller trailer
21. Toro 6500D
22. Toro 3500D
23. Toro sprayer
24. Turf 2 cart – will not start


Progrost
TORO




TORO
REEL-MASTER


FOREST LAKE
YAMAHA


YAMAHA



STAFF REPORT

Meeting Date: July 21, 2026
Item #: 10

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of Demolition of 611 N. Lakewood Ave. (Police Chief Ogburn)

Background Summary:
The property located at 611 N. Lakewood Avenue, owned by Rental Home Holdings LLC, has been the subject of ongoing code enforcement proceedings regarding unsafe structural conditions and the accumulation of junk and debris. The violations were cited pursuant to Section 108-35 of the City Code, which addresses nuisance conditions or hazards impacting structures to the extent that repair, removal, securing, or demolition is necessary to protect public health, safety, and welfare.

On June 24, 2025, the Code Enforcement Board heard Case No. 2025-01222 regarding the unsafe structure and associated debris conditions at the property. During the hearing, Code Enforcement Officer Rodriguez advised the Board that the property remained noncompliant and requested an Order of Compliance requiring corrective action by August 23, 2025, or the imposition of a $100.00 per-day-per-violation fine thereafter. Additionally, the City indicated that if the property became vacant and remained non-compliant, it could proceed with abatement by demolition.

At that hearing, the owner's representative, real estate broker Eric Spivey, informed the Board that contractors had been hired to address the violations and requested additional time to bring the property into compliance. Following the discussion, the Code Enforcement Board unanimously found the property in violation as of April 23, 2025, ordered compliance by August 23, 2025, imposed daily fines for continued noncompliance, and authorized the City to abate the property and assess the associated costs if it became vacant.

The property was subsequently brought back before the Code Enforcement Board on March 19, 2026. During that hearing, Code Enforcement Officer Loeffler advised the Board that the property remained non-compliant and continued to be an unsafe structure, with junk and debris littering the site. The Code Board and Staff are requesting authorization from the Commission to demolish the structure due to ongoing unsafe conditions and the property owner's failure to achieve compliance.

Following presentation of the case, the Code Enforcement Board unanimously approved a motion finding the property located at 611 N. Lakewood Avenue, Ocoee, Florida, to be in violation and authorizing the City to abate the property through demolition, with the costs of abatement to be assessed against the property.

Staff is seeking authorization to demolish the structure at 611 N. Lakewood Avenue, Ocoee, FL 34761. The cost of the demolition and the asbestos survey is expected to be less than $20,000. The property has remained in substantial non-compliance despite prior orders, extensions, and opportunities provided to the owner to correct the violations. The continued existence of the unsafe structure and associated debris presents an ongoing threat to the health, safety, and welfare of the surrounding community.

Issue:
Should the Honorable Mayor and City Commission authorize the city to proceed with the demolition and abatement of the unsafe structure located at 611 N. Lakewood Avenue, Ocoee, FL 34761? Also, should the Honorable Mayor and City Commission allow all demolition, abatement, administrative, and related enforcement costs incurred by the City to be assessed against the property in accordance with applicable City Code provisions and Florida law?

Recommendations:
Staff recommends that the Mayor and City Commission authorize the City to proceed with demolition and abatement of the unsafe structure located at 611 N. Lakewood Avenue, Ocoee. FL 34761. Staff further recommends that all demolition, abatement, administrative, and related enforcement costs incurred by the City be assessed against the property in accordance with applicable City Code provisions and Florida law.

Attachments:
1. 06-24-2025 Code Board Minutes
2. 03-19-2026 Code Board Minutes
3. 2025-01222 Full Case History

Financial Impacts:
The City will incur costs resulting from demolition, debris removal, site stabilization, and any related administrative and legal expenses. Funding for the demolition and abatement services will initially be paid from the appropriate Code Enforcement, demolition/abatement GL# 001-521-40-3400. Pursuant to the Code Enforcement Board's order and applicable City Code provisions, all costs incurred by the City will be assessed against the property and will become a lien recoverable by the City.

Type of Item: Consent

CITY OF OCOEE
Code Enforcement Board
June 24, 2025

CALL TO ORDER

Chair Bandur called the Code Enforcement Board regular meeting to order at 7:00 p.m. in the Commission Chambers of City Hall, located at 1 N Bluford Ave, Ocoee, Florida.

INVOCATION: **Vice-Chair Lewis** initiated the moment of silence.

PLEDGE OF ALLEGIANCE: **Member Fernandez** led the Board in the Pledge of Allegiance to the U.S. flag.

ROLL CALL AND DETERMINATION OF QUORUM: **Code Enforcement Clerk Decruiz** performed roll call and declared a quorum (4) present.

PRESENT: Members: Chair Bandur, Vice-Chair Lewis, and Members Bickram, Fernandez, Schultz, and Smalldon.

Also present: Board Attorney Skip Fowler, Code Enforcement Sergent Coleman, Code Enforcement Clerk Decruiz, and Code Enforcement Officers Loeffler, and Rodriguez.

ABSENT: Members: None

SWEARING OF OFFICERS / WITNESSES: **Code Enforcement Clerk Decruiz** administered the oath to the Code Enforcement Officers and to anyone intending to speak regarding a case.

CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CODE ENFORCEMENT BOARD 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 BOARD, IN WHICH CASE THE CHAIRMAN WILL INSTRUCT THE BOARD CLERK TO REMOVE THE ITEM FROM THE CONSENT AGENDA AND SUCH ITEM WILL BE CONSIDERED SEPARATELY.

A. MINUTES: None.

B. DISMISSAL OR COMPLIANCE: **Code Enforcement Sergent Coleman** presented the dismissals and compliances.

CASE NO 2025-01241

OFFICER TOBE	2448 ANDRE CT	DAVIS YVONNE
Property in Compliance		

CASE NO 2025-01593

OFFICER LOEFFLER	496 WURST RD	CISNEROS IVAN CISNEROS LINDSEY
Property in Compliance		

***Vice-Chair Lewis**, seconded by **Member Fernandez**, moved that the consent agenda be accepted as presented. Motion carried unanimously*

C. ORDER OF CONTINUANCE: None.

COMMENTS FROM CITIZENS: None.

HEARINGS ON STATEMENT OF VIOLATIONS PURSUANT TO NOTICES OF HEARINGS

CASE NO 2025-01222

OFFICER RODRIGUEZ	611 N LAKEWOOD AVE	RENTAL HOME HOLDINGS LLC
Violation Cited: §108-35. Summary: §108-35. - When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings or other buildings regulated by the Minimum Standards Codes, to the extent that repair, removal, securing or demolition is necessary for the public health, safety and welfare		

Observation:
§ 108-35. - Unsafe Structure with Junk and Debris Littering the Property.

Officer Rodriguez presented the case and gave its history. She further explained that as of June 24, 2025, the property is still in non-compliance. The City asked for an Order of Compliance by July 24, 2025, or thereafter to be fined $100.00 per day, per violation, until found in compliance. Additionally, the City has indicated that if the property remains non-compliant, it may proceed with abatement through demolition

Eric Spivey real-estate broker that was hired by the owner, explained he was hired to resolve the violations and has hired multiple contractors to fix the issues. He requested 60 days to bring the property into compliance.

***Member Lewis**, seconded by **Member Smalldon**, moved that in Case #2025-01222, the respondent be found in violation as cited as of April 23, 2025, and be given until August 23, 2025, to come into compliance or be fined $100.00 per day, per violation. ; and further, in the event that the property becomes vacant, authorize the City to abate the property and assess the cost to the fine. Motion carried unanimously. Motion carried unanimously*.

CASE NO 2025-01436

OFFICER RODRIGUEZ	828 HAMMOCKS DR	LANEY VICTORIA J
Violation Cited: § 115-3. A. (3). Summary: § 115-3. A. (3). - No person shall allow or allow to remain any Junk or Debris classified as a nuisance or menace to public health, safety and welfare.		

Observation:
§ 115-3. A. (3). – Trash and Debris on the Side of the Property.

Officer Rodriguez presented Case #2025-01436 and Case #2025-01491 together, providing the history for each. Both properties are owned by the same individual, involve the same violation, and were cited on the same day.. She further explained that as of June 24, 2025, the property is still in non-compliance. The City asked for an Order of Compliance by

July 09, 2025, or thereafter to be fined $50.00 per day, per violation, until found in compliance

Respondent Victoria Laney spoke and explained that a disability has been preventing her from maintaining her property. She noted that family and friends have been helping her, especially following a recent fall. She claimed that the items on the side of the property does not meet the junk and debris criteria of the ordinance. She asked for 30 days total to come into compliance for both properties.

Officer Rodriguez and **Respondent Victoria Laney** addressed questions from the Board.

Dr. Michael St Louis, HOA President, spoke and provided a photo that he took of the property. He claimed that he is concerned for the health and safety of his neighbors as in the five years that he has lived in the neighborhood the trash has not stopped growing and now there are rodents surrounding the properties.

Matthew Moulton, HOA board member and neighbor to the respondent, spoke and confirmed the statements from . Dr. St. Louis. He stated that the respondent's backyard has an increasing accumulation of trash, along with rodents and wildlife in the pool. While he acknowledged that code enforcement has limited authority over the rear of the property, he expressed concern for his own health and safety, as well as that of his neighbors, due to the worsening conditions.

***Member Smalldon**, seconded by **Member Shultz** , moved that in Case #2025-01436, the respondent be found in violation as cited as of May 12, 2025, and be given until July 08, 2025, to come into compliance or be fined $50.00 per day, per violation, until found in compliance. Motion carried unanimously*.

CASE NO 2025-01491

OFFICER RODRIGUEZ	830 HAMMOCKS DR	EDNA B LANEY REVOCABLE TRUST
Violation Cited: § 115-3. A. (3). Summary: § 115-3. A. (3). - No person shall allow or allow to remain any Junk or Debris classified as a nuisance or menace to public health, safety and welfare.		

Observation:
§ 115-3. A. (3). – Trash and Debris on the Side of the Property.

Officer Rodriguez presented this case and gave its history along with Case #2025-01436.

***Vice-Chair Lewis**, seconded by **Member Fernandez**, moved that in Case #2025-01491, the respondent be found in violation as cited as of May 12, 2025, and be given until July 08, 2025, to come into compliance or be fined $50.00 per day, per violation, until found in compliance. Motion carried unanimously*.

CASE NO 2025-01601

OFFICER LOEFFLER	1005 KIMBALL DR	MASSILLON MARIE MONIQUE
Violation Cited: § 168-6. B. (1). & §115-3. B. Summary: § 168-6. B. (1). - No owner, private property, shall consent to the parking or storing of vehicles on non-improved surfaces of the property. §115-3. B. - No person shall allow their pool to become or remain in an abandoned, unsafe, or unsanitary condition abandoned, unsafe or unsanitary pools are prohibited and declared to be a public nuisance and unlawful.		

Observation:
§168-6. B. (1). – Overgrown Weeds and Grass.
§115-3. B. – Vehicle Park Upon an Unsurfaced Front Yard.

Officer Loeffler presented the case and gave its history. He further explained that as of June 24, 2025, the property is still in non-compliance. The City asked for an Order of Compliance by July 09, 2025, or thereafter to be fined $25.00 per day, per violation, until found in compliance.

***Vice-Chair Lewis**, seconded by **Member Smalldon**, moved that in Case #2025-01601, the respondent be found in violation as cited as of May 19, 2025, and be given until July 08, 2025, to come into compliance or be fined $25.00 per day, per violation, until found in compliance. Motion carried unanimously*

COMMENTS
Member Shultz thanked the code officers as it was Code Enforcement Appreciation Month.
Vice-Chair Lewis and **Member Fernandez** welcomed the new board member.
Member Bickrum expressed gratitude for joining the board.
Lieutenant Olson announced that **Officer Theresa Rodriguez** is retiring this week after 23 years of service.
Chair Bandur announced that the meeting dates have changed from the fourth Tuesday to the third Thursday, and the next meeting will be held on July 17th.

Meeting adjourned at 8:07 p.m.

ATTEST:

Maiya Decruiz, Code Enforcement Clerk

APPROVED:

Joe Bandur, Chair

CITY OF OCOEE
Code Enforcement Board
March 19, 2026

CALL TO ORDER

Chair Bandur called the Code Enforcement Board regular meeting to order at 7:14 p.m. in the Commission Chambers of City Hall, located at 1 N Bluford Ave, Ocoee, Florida.

INVOCATION: **Member Schultz** initiated the moment of silence.

PLEDGE OF ALLEGIANCE: **Member Fernandez** led the Board in the Pledge of Allegiance to the U.S. flag.

ROLL CALL AND DETERMINATION OF QUORUM: **Code Enforcement Clerk Decruiz** performed roll call and declared a quorum (4) present.

PRESENT: Members: Chair Bandur, Vice Chair Lewis, and Members, Fernandez, and Schultz.

Also present: Sergeant Rodriguez, Code Enforcement Clerk Decruiz, and Code Enforcement Officers Cady, Loeffler and Tobe.

ABSENT: Members: Bikram, Smalldon, and Whittle.

SWEARING OF OFFICERS / WITNESSES: **Code Enforcement Clerk Decruiz** administered the oath to the Code Enforcement Officers and to anyone intending to speak regarding a case.

CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CODE ENFORCEMENT BOARD 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 BOARD, IN WHICH CASE THE CHAIRMAN WILL INSTRUCT THE BOARD CLERK TO REMOVE THE ITEM FROM THE CONSENT AGENDA AND SUCH ITEM WILL BE CONSIDERED SEPARATELY.

A. MINUTES: February 19, 2026, Code Enforcement Board Meeting

B. DISMISSAL OR COMPLIANCE: **Sergeant Rodriguez** presented the dismissals and compliances.

CASE NO 2025-03833

OFFICER LOEFFLER	409 LITTLE SPRING HILL	ACEVEDO GLORIBEL
Property in Compliance		

CASE NO 2025-03981

OFFICER TOBE	2534 GREAT BIRCH DR	PHILLIPS SCOTT A PHILLIPS LADY MARCELA
Property in Compliance		

CASE NO 2025-04078

OFFICER TOBE	405 ABBEYRIDGE CT	COLLEEN M BESSELIEVRE REVOCABLE TRUST
Property in Compliance		

CASE NO 2025-04333

OFFICER LOEFFLER	488 NOELWOOD CT	MNF III W1 LLC
Property in Compliance		

CASE NO 2026-00056

OFFICER LOEFFLER	1704 ADAIR ST	I & K TRUST
Case Dismissed		

***Vice-Chair Lewis**, seconded by **Member Fernandez**, moved that the consent agenda be accepted as presented. Motion carried unanimously.*

C. ORDER OF CONTINUANCE: None

COMMENTS FROM CITIZENS: None.

HEARINGS ON STATEMENT OF VIOLATIONS PURSUANT TO NOTICES OF HEARINGS

***Member Schultz**, seconded by **Member Fernandez**, moved that Cases #2025-03901, #2025-03919, and #2025-04074 be moved to the beginning of the agenda and then revert to the original agenda with Case #2024-04356 and all subsequent cases. Motion carried unanimously.*

CASE NO 2025-03901

OFFICER LOEFFLER	1507 TANGERWOOD CT	HUGHES RANDY C HUGHES ANGELA L
Violation Cited: §165-3. A. Summary: §165-3. A. – No person shall keep any abandoned or junk vehicle on any public property or any private property.		

Observation:
§165-3. A. – Inoperable White Truck with No Tag Parked on the Front Side Yard / Grass.

Officer Loeffler presented the case and gave its history. He further explained that as of March 19, 2026, the property is still in non-compliance. The City asked for an Order of Compliance and Imposing by April 03, 2026, or thereafter to be fined $150.00 per day, per violation, until found in compliance.

Respondent Randy Hudges explains he has some medical issues, but he needs 60 days to come into compliance. After further discussion He advised he could also come into compliance within 30 days.

***Member Fernandez**, seconded by **Member Schultz**, moved that in Case #2025-03901, the respondent be found in violation as cited as of January 05, 2026, and be given until May 03, 2026, to come into compliance or be fined $100.00 per day, per violation, until found in compliance. Motion carried unanimously.*

CASE NO 2025-03919

OFFICER TOBE	513 E LAKESHORE DR	VOURIOTIS SPEROS WHITTEN KIMBERLY
Violation Cited: §115-3. A. (1). Summary: §115-3. A. (1). – No person shall allow the existence or accumulation of any Junk or Debris classified as a nuisance or menace to public health, safety and welfare.		

Observation:
§115-3. A. (1). – A Falling Tree on a Property and in the Lake.

Officer Tobe presented the case and gave its history. He further explained that as of March 19, 2026, the property is still in non-compliance. The City asked for an Order of Compliance and Imposing by April 03, 2026, or thereafter to be fined $150.00 per day, per violation, until found in compliance.

Respondent Speros Vouriotis explained that the trees fell during a storm last October and the tree limb in violation had come from a neighbor's yard but left on his property. He further explained that he currently does not have the resources to remove the tree as he is currently being quoted upward of $20,000 by tree-removal companies. Additionally, he advised he has filed a claim with his insurance and is waiting on them and that his public adjuster is aware he has a code enforcement case. He asked for more than 15 days to come into compliance.

***Member Schultz**, seconded by **Vice-Chair Lewis**, moved that in Case #2025-03919, the respondent be found in violation as cited as of December 22, 2025, and be given until May 03, 2026, to come into compliance or be fined $150.00 per day, per violation, until found in compliance. Motion failed due to it carrying 2-2, with **Member Fernandez** and **Vice-Chair Lewis** opposing.*

***Member Fernandez**, seconded by **Member Schultz**, moved that case #2025-03919, be Continued to the May 18, 2026 hearing. Motion carried 3-1, with **Chair Bandur** opposing.*

CASE NO 2025-04074

OFFICER TOBE	2118 NEW VICTOR RD	TON THAT H CAO TUAN H
Violation Cited: §45-13. A. Summary: §45-13. A. – No person shall cut down, destroy, remove, move, or damage any protected tree on private premises, or authorize such work, without first obtaining a permit from the Building Department.		

Observation:
§45-13. A. – Cut Down a Tree Without a Permit.

Officer Tobe presented the case and gave its history. He further explained that as of March 19, 2026, the property is still in non-compliance. The City asked for an Order of Compliance and Imposing by April 03, 2026, or thereafter to be fined $100.00 per day, per violation, until found in compliance.

Respondent That Cao Vi Ton stated he was helping his dad to take this tree down and he was approached by a contractor

to remove the tree. He advised that he looked into a permit from the HOA, but he overlooked the part of the permit for the City. He was not aware that he could apply for an after-the-fact permit. He additionally advised they were waiting for the hearing to get clarification on their next steps.

***Member Fernandez**, seconded by **Vice-Chair Lewis**, moved that in Case #2025-04074, the respondent be found in violation as cited as of December 18, 2025, and be given until April 03, 2026, to come into compliance or be fined $100.00 per day, per violation, until found in compliance. Motion carried unanimously.*

CASE NO 2024-04356

OFFICER LOEFFLER	284 N LAKESHORE DR	MASIH-DAS SAVITRI
Violation Cited: §108-35. Summary: § 108-35. – When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings or other buildings regulated by the Minimum Standards Codes, to the extent that repair, removal, securing or demolition is necessary for the public health, safety and welfare		

Observation:
§ 108-35. – Unsafe, Unsanitary Structure with Junk, Debris, And Trash Littering the Property. In Addition, Multiple Minimum Housing Code Violation Including Windows, Doors, Electrical, Plumbing, Ventilations, Ceilings, Walls, Wastewater and Flooring.

Officer Loeffler presented the case and gave its history. He further explained that as of March 19, 2026, the property is still in non-compliance. The City asked for an Order of Compliance and Imposing by April 18, 2026, or thereafter to be fined $250.00 per day, per violation, until found in compliance. Additionally, the City has indicated that if the property remains non-compliant and becomes vacant, it may proceed with a demolition or a removal of junk and debris through abatement.

***Member Fernandez**, seconded by **Member Schultz**, moved that in Case #2024-04356, the respondent be found in violation as cited as of December 22, 2024, and be given until April 18, 2026, to come into compliance or be fined $250.00 per day, per violation; and further, in the event that the property becomes vacant, authorizes the City to abate the property and address the cost to the fine, Motion carried unanimously.*

CASE NO 2025-03920

OFFICER LOEFFLER	1500 LADY AVE	HARRIS DUANE L HARRIS DEA M
Violation Cited: §108-23. J. Summary: §108-23. J. – Window sashes shall be fully supplied with glass window panes or an approved substitute which are without open cracks or holes		

Observation:
§108-23. J. – Front Window Was Shattered with Dangerous Shards Handing and the Window Was Covered with Plywood.

Officer Loeffler presented the case and gave its history. He further explained that as of March 19, 2026, the property is

still in non-compliance. The City asked for an Order of Compliance and Imposing by April 03, 2026, or thereafter to be fined $150.00 per day, per violation, until found in compliance.

***Member Schultz**, seconded by **Vice-Chair Lewis**, moved that in Case #2025-03920, the respondent be found in violation as cited as of December 03, 2025, and be given until April 03, 2026, to come into compliance or be fined $150.00 per day, per violation, until found in compliance. Motion carried unanimously.*

CASE NO 2025-04149

OFFICER LOEFFLER	296 E GENEVA ST	JENNER MELVIN S JR
Violation Cited: §5-1. E.(1)(a). Summary: §5-1. E.(1)(a). – No land shall hereafter be used or occupied unless in conformity with all of the regulations herein specified for the district in which it is located.		

Observation:
§5-1. E.(1)(a). – RV, Trailer W/ Boat and Food Truck Parked on Vacant Land.

Officer Loeffler presented the case and gave its history. He further explained that as of March 19, 2026, the property is still in non-compliance. The City asked for an Order of Compliance and Imposing by April 03, 2026, or thereafter to be fined $150.00 per day, per violation, until found in compliance.

Respondent Melvin Jenner advised that he has been at his property for 25 years and he has stored his camper in the empty lot next to his property for the past 20 years. He advised he does not understand what the issue is, especially when other properties like the one in the mayor's neighborhood look worse than his and they do not have a violation. He additionally advised that he understood when he had the food truck and boat on his property that he would consider storing, but that should not be the case anymore as it is just his camper left.

***Member Schultz**, seconded by **Member Fernandez**, moved that case #2025-04149, be Continued to the April 16, 2026, hearing. Motion carried unanimously.*

CASE NO 2026-00366

OFFICER LOEFFLER	1614 MONA AVE	SUMMIT XV HOLDINGS LLC
Violation Cited: §108-23. Q. Summary: §108-23. Q. – Accessory structures. Garages, storage buildings, and all other accessory structures shall be maintained and kept in good repair and sound structural condition.		

Observation:
§108-23. Q. – A Broken, Dilapidated, Falling and/or Leaning Chain-Link Fence.

Officer Loeffler presented the case and gave its history. He further explained that as of March 19, 2026, the property is still in non-compliance. The City asked for an Order of Compliance and Imposing by April 03, 2026, or thereafter to be fined $150.00 per day, per violation, until found in compliance.

***Member Fernandez**, seconded by **Vice-Chair Lewis**, moved that in Case #2026-00366, the respondent be found in violation as cited as of February 26, 2026, and be given until April 08, 2026, to come into compliance or be fined $150.00 per day, per violation, until found in compliance. Motion carried unanimously.*

CASE NO 2026-00391

OFFICER LOEFFLER	2008 PAULA MICHELLE CT	A3 ESTATES LP
Violation Cited: §6-4. H.(6)(b). & §115-3. A. (1). Summary: §6-4. H.(6)(b). – Trailers of all types shall not be parked or stored for more than 48 hours in a residential district unless it is located behind the front yard building line and screened with a six-foot high opaque fence with a gate. §115-3. A. (1). – No person shall allow the existence or accumulation of any Junk or Debris classified as a nuisance or menace to public health, safety and welfare.		

Observation:
§6-4. H.(6)(b). – Trailer Parked or Stored in a Prohibited Location.
§115-3. A. (1). – Junk And Debris; Including Furniture, Tools. Equipment, Boxes and Tables in the Front of the Property.

Officer Loeffler presented the case and gave its history. He further explained that as of March 19, 2026, the property is still in non-compliance. The City asked for an Order of Compliance and Imposing by April 03, 2026, or thereafter to be fined $150.00 per day, per violation, until found in compliance.

***Vice-Chair Lewis**, seconded by **Member Fernandez**, moved that in Case #2026-00391, the respondent be found in violation as cited as of February 26, 2026, and be given until April 03, 2026, to come into compliance or be fined $150.00 per day, per violation, until found in compliance. Motion carried unanimously.*

CASE RESOLUTION

CASE NO 2025-01222

OFFICER LOEFFLER	611 N LAKEWOOD AVE	RENTAL HOME HOLDINS LLC
Violation Cited: §108-35. Summary: §108-35. – When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings or other buildings regulated by the Minimum Standards Codes, to the extent that repair, removal, securing or demolition is necessary for the public health, safety and welfare		

Observation:
§108-35. - Unsafe Structure with Junk and Debris Littering the Property.

Officer Loeffler explained that as of March 19, 2026, the property is still in non-compliance. The City asked to demolish the property.

***Vice-Chair Lewis**, seconded by **Member Schultz**, moved that in Case #2025-01222, the respondent be found in violation as cited as of April 28, 2025, and authorize the City to abate the property through demolition and assess the cost of abatement against the property.*

BOARD COMMENTS

Vice-Chair Lewis and **Members Fernandez** and **Schultz** stated that if this is to be the last Code Board meeting they are grateful for the Code Officers, Staff, and fellow board members.

Chair Bandur shared the same sentiment but additionally stated that he hopes the Commissioners and Mayor will rethink over their decision to end the Code Board and that one of the issues of them not reaching quorum is due to them not having enough members.

Meeting adjourned at 8:48 p.m.

ATTEST:

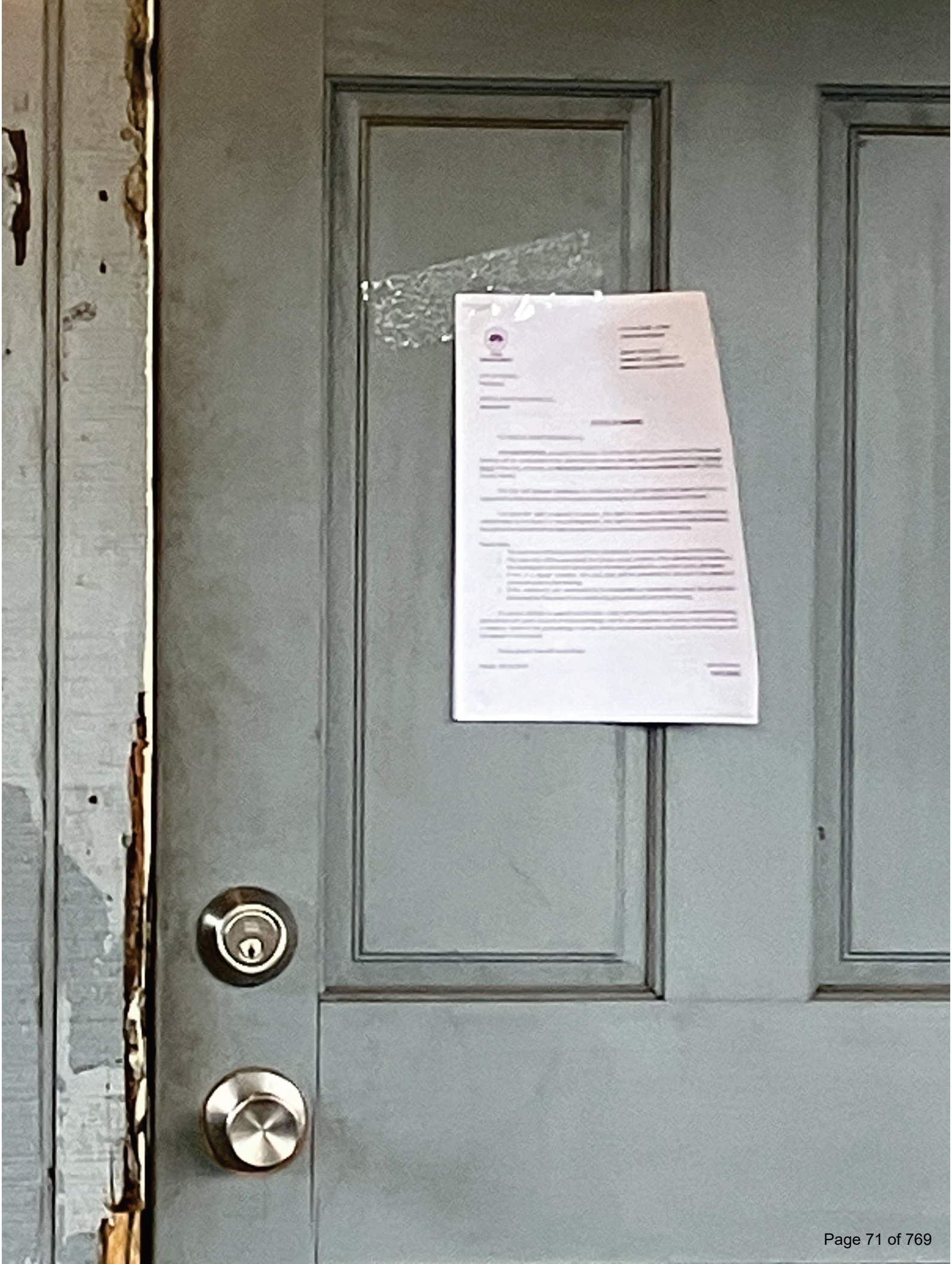
Maiya Decruz, Code Enforcement Clerk

APPROVED:

Joe Bandur, Chair


NCL
World Class Cleaning Solutions
One
Labor Saving Sealer Finish





CODE ENFORCEMENT

CITY OF OCOEE
CODE ENFORCEMENT

Case # 2025-01222
Parcel ID: 172228252402150
Address: 611 N LAKEWOOD AVE

NOTICE OF CODE VIOLATION

RENTAL HOME HOLDINGS LLC
9907 8TH ST UNIT 1269
GOTHA, FL, 34734

RENTAL HOME HOLDINGS LLC
2582 MAGUIRE RD. #513
OCOEE, FL 34761

SPIVEY, B
528 CODY COURT
ORANGE PARK, FL 32073

Notice of Code Violation Regarding:
611 N LAKEWOOD AVE, OCOEE CITY, FL 34761

YOU ARE NOTIFIED, pursuant to Chapter 7.6 of the Code of Ordinances of the City of Ocoee, that the following violations of the Code of the City of Ocoee have been noted with respect to the property identified above:

Code Violations

Violation Findings	Code Violated	Remedial Actions
UNSAFE - UNSANITARY STRUCTURE. NO OPERTIONAL SANITARY FACILITIES. JUNK, DEBRIS, TRASH LITTERING ENTIRE INTERIOR AND EXTERIOR OF PROPERTY. VIOLATIONS OF THE MINUMUM HOUSING STANDARDS INCLUDING WINDOWS, INTERIOR DOORS, EXTERIOR DOORS, ELECTRICAL, PLUMBING, VENTILATION, CEILINGS, WALLS, WASTE WATER SYSTEM, ROOF AND FLOORING	Chapter 108 - MINIMUM STANDARDS CODES	DISCONTINUE OCCUPANCY OF STRUCTURE. REMOVE ALL JUNK, DEBRIS, OLD EQUIPMENT ETC. LITTERING PROPERTY AND STRUCTURE. OBTAIN PERMITS FROM THE OCOEE BUILDING DEPARTMENT AND REPAIR STRUCTURE TO MEET CURRENT BUILDING CODES -OR- OBTAIN DEMOLITION PERMIT AND DEMOLISH STRUCTURE TO PREVENT A PUBLIC HEARING, FINES, LIENS AND CITY INITIATED ABATEMENT WITH THE COST RECORDED AS A LIEN AGAINST THE PROPERTY.

Code Violated	Description of Code
Chapter 108 - MINIMUM STANDARDS CODES	ARTICLE IV - Public Nuisances or Hazards to Public Health, Safety and Welfare; Enforcement SEC 108-35. - Public nuisances Public nuisances are defined in the definitions of § 108-3 of this Chapter. When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings or other buildings regulated by the Minimum Standards Codes, to the extent that repair, removal, securing or demolition is necessary for the public health, safety and welfare, then the Enforcement Officer or his designee or the Code Enforcement Board is authorized to order the property owner or City agents to repair, remove, secure, vacate or demolish such structures according to procedures outlined herein. These powers are hereby declared to be remedial and essential for the public interest, and it is intended that such powers be liberally construed to effectuate the purposes stated herein. [Amended 9-17-2013 by Ord. No. 2013-013]

The violation(s) was observed by Theresa Rodriguez, the undersigned, on 04/28/2025.

YOU HAVE UNTIL 05/30/2025 to correct the violation(s) described above. Failure to comply by this date may result in the commencement of appropriate enforcement action including a Public Hearing at which a fine, not to exceed $250.00 per day, per violation, for each day the violation(s) continues, may be ordered. The fine may result in a lien against the property and may include costs incurred by the City under certain circumstances. Our intention is not to punish the property owner, but to ensure that it comes into compliance by correcting the violation(s).

The burden rests upon you to request a re-inspection in order to determine whether the property has been brought into compliance.

I certify that a copy hereof has been sent, CERTIFIED MAIL to each address named above on 04/29/2025.

Sincerely,

Name:	Theresa Rodriguez
Title:	Code Enforcement Officer
Date:	04/29/2025
Telephone:	(407) 209-8915



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

25-01222 NOV

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To
Rental Home Holding LLC
Street and Apt. No., or PO Box No.
9907 8th St Unit 209
City, State, ZIP+4®
Gotha FL 34734

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0071 7558 44

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9589071052700071755844

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was picked up at the post office at 4:20 pm on May 14, 2025 in GOTHA, FL 34734.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Post Office

GOTHA, FL 34734
May 14, 2025, 4:20 pm

Available for Pickup

GOTHA
9907 8TH ST
GOTHA FL 34734-9998
M-F 0900-1700; SAT 0900-1200
May 8, 2025, 7:41 am

Reminder to Schedule Redelivery of your item

May 7, 2025

Available for Pickup

GOTHA
9907 8TH ST
GOTHA FL 34734-9998
M-F 0900-1700; SAT 0900-1200
May 2, 2025, 7:10 am

In Transit to Next Facility

Feedback



9589 0710 5270 0071 7558 68

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25-01222 Nov

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$

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- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To Rental Home Holdings LLC

Street and Apt. No., or PO Box No. 9907 8th ST unit 1269

City, State, ZIP+4® Gotha, FL 34734

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Tracking Number:

9589071052700071755868

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Latest Update

Your item was picked up at the post office at 4:20 pm on May 14, 2025 in GOTHA, FL 34734.

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Delivered

Delivered, Individual Picked Up at Post Office

GOTHA, FL 34734
May 14, 2025, 4:20 pm

Available for Pickup

GOTHA
9907 8TH ST
GOTHA FL 34734-9998
M-F 0900-1700; SAT 0900-1200
May 8, 2025, 7:41 am

Reminder to Schedule Redelivery of your item

May 7, 2025

Available for Pickup

GOTHA
9907 8TH ST
GOTHA FL 34734-9998
M-F 0900-1700; SAT 0900-1200
May 2, 2025, 7:10 am

In Transit to Next Facility

Feedback



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25-01222 MJV

Certified Mail Fee
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Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To Rental Home Holdings LLC
Street and Apt. No., or PO Box No. 2582 Maguire Rd #513
City, State, ZIP+4® Ocoee, FL 34761

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0071 7558 51

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FAQs >

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Tracking Number:

9589071052700071755851

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 10:57 am on May 1, 2025 in OCOEE, FL 34761.

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Delivered
Delivered, Front Desk/Reception/Mail Room
OCOEE, FL 34761
May 1, 2025, 10:57 am

Departed USPS Regional Facility
ORLANDO FL DISTRIBUTION CENTER
April 30, 2025, 9:06 pm

Arrived at USPS Regional Facility
ORLANDO FL DISTRIBUTION CENTER
April 30, 2025, 7:30 pm

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CODE
ENFORCEMENT

CITY OF OCOEE, FLORIDA
CODE ENFORCEMENT

Case #: 2025-01222
Parcel ID: 172228252402150
Address: 611 N LAKEWOOD AVE

CITY OF OCOEE,
Petitioner

RENTAL HOME HOLDINGS LLC,
Respondent

NOTICE OF HEARING

TO: RENTAL HOME HOLDINGS LLC,

YOU ARE NOTIFIED, pursuant to Chapter 7.6 of the Code of Ordinances of the City of Ocoee, that a public hearing will be conducted in the above-styled action, pending and undetermined by the Code Enforcement Board of the City of Ocoee, on **06/24/2025 07:00:00 PM in the Ocoee Commission Chambers**, 1 N Bluford Ave, Ocoee, Florida.

The City will present testimony in evidence at this public hearing and request such orders as are supported by that testimony and the evidence pertaining to the attached Statement of Violations.

You have the right to appear in person, the right to present evidence relevant to the matter under consideration by the Board or Special Magistrate, the right to subpoena witnesses to testify at the hearing, and the right to be represented by legal counsel of your own choosing at your own expense.

Please Note:

- The case may still be presented if the violation(s) are corrected but recurs prior to the hearing.
- The case may still be presented, for future repeat violation, if the violation(s) are corrected prior to the hearing but were not corrected by the time specified for correction by the Code Inspector.
- If this is a repeat violation, the case may still be presented for fine even if the violation(s) are corrected prior to the hearing.
- If the violation(s) are considered to be irreparable or irreversible in nature, the case may still be presented for fine even if the violation(s) are corrected prior to the hearing.

If a person decides to appeal any decision made with respect to any matter considered at the hearing, such person will need a record of the proceedings, and for such purpose, such person 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.

Please govern yourself accordingly.

Dated: 06/12/2025

Clerk of the Board
MAIYA DECRUIZ

CODE ENFORCEMENT

CITY OF OCOEE, FLORIDA
CODE ENFORCEMENT

Case #: 2025-01222
Parcel ID: 172228252402150
Address: 611 N LAKEWOOD AVE

CITY OF OCOEE,
Petitioner

RENTAL HOME HOLDINGS LLC,
Respondent

STATEMENT OF VIOLATIONS

Pursuant to the Chapter 7.6 of the Code of Ordinances of the City of Ocoee, the undersigned Code Enforcement Officer states the following with respect to certain violation(s) of the Code of the City of Ocoee, Florida, and hereby requests a public hearing before the Code Enforcement Board of the City of Ocoee:

1. Name and address of owner/person in charge of location where violation(s) existed:
   RENTAL HOME HOLDINGS LLC
   9907 8TH ST UNIT 1269
   GOTHA, FL, 34734

2. Location/address where violation(s) existed: 611 N LAKEWOOD AVE

Description of violation(s):

Violation Findings	Code Violated	Remedial Actions
Unsafe - Unsanitary Structure. No Operational Sanitary Facilities. Junk, Debris, Trash Littering Entire Interior and Exterior of Property. Violations Of the Minimum Housing Standards Including Windows, Interior Doors, Exterior Doors, Electrical, Plumbing, Ventilation, Ceilings, Walls, Wastewater	CHAPTER 108 - MINIMUM STANDARDS CODES	Discontinue Occupancy of Structure. Remove All Junk, Debris, Old Equipment Etc. Littering Property and Structure. Obtain Permits from the Ocoee Building Department and Repair Structure to Meet Current Building Codes -Or- Obtain Demolition Permit and Demolish Structure to Prevent a Public Hearing, Fines, Liens and City Initiated Abatement with The Cost Recorded as A Lien Against the Property

Code Violated	Description of Code
CHAPTER 108 - MINIMUM STANDARDS CODES	ARTICLE IV - Public Nuisances or Hazards to Public Health, Safety and Welfare; Enforcement SEC 108-35. - Public Nuisances Public Nuisances Are Defined in the Definitions Of § 108-3 Of This Chapter. When Nuisance Conditions or Hazards Degenerate or Cumulatively Impact On Structures, Dwellings Or Other Buildings Regulated by the Minimum Standards Codes, To The Extent That Repair, Removal, Securing Or Demolition Is Necessary For The Public Health, Safety And Welfare, Then The Enforcement Officer Or His Designee Or The Code Enforcement Board Is Authorized To Order The Property Owner Or City Agents To Repair, Remove, Secure, Vacate Or Demolish Such Structures According To Procedures Outlined Herein. These Powers Are Hereby Declared to Be Remedial and Essential for Public Interest, And It Is Intended That Such Powers Be Liberally Construed to Effectuate the Purposes Stated Herein. [Amended 9-17-2013 By Ord. No. 2013-013]

The violation(s) was observed by Theresa Rodriguez, the undersigned, on 04/28/2025.

The property was re-inspected on 06/02/2025 with the following results: Non-Compliant.

Based on the foregoing, I certify that the violation(s) described above has existed or has been repeated, and that the violation(s) should be referred to the Code Enforcement Board for a Public Hearing.

Signature: _____
Printed Name: Theresa Rodriguez
Title: Code Enforcement Officer
Date: 06/12/2025
Telephone: 407-209-8915

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of June, 2025 by Theresa Rodriguez as Code Enforcement Officer of City of Ocoee, who is personally known to me.

Notary Public State of Florida
Maiya Decruiz
My Commission HH 484638
Expires 1/24/2028

Notary Public
My Commission expires: 1/24/2028



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- ☐ Return Receipt (electronic) $
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- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

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Sent To
Rental Home Holdings LLC
Street and Apt. No., or PO Box No.
9907 8th Unit 1269
City, State, ZIP+4®
Gotha, FL, 34734

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Delivered

Delivered, Individual Picked Up at Post Office
GOTHA, FL 34734
June 14, 2025, 11:47 am

Available for Pickup
GOTHA
9907 8TH ST
GOTHA FL 34734-9998
M-F 0900-1700; SAT 0900-1200
June 14, 2025, 8:45 am

Arrived at Post Office
GOTHA, FL 34734
June 14, 2025, 8:45 am

Departed USPS Regional Facility
ORLANDO FL DISTRIBUTION CENTER
June 12, 2025, 9:00 pm

Arrived at USPS Regional Origin Facility
ORLANDO FL DISTRIBUTION CENTER

Feedback

DOC # 20250377077
06/27/2025 15:29 PM Page 1 of 2
Rec Fee: $0.00
Deed Doc Tax: $0.00
Mortgage Doc Tax: $0.00
Intangible Tax: $0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: CSC INC

CITY OF OCOEE, FLORIDA
CODE ENFORCEMENT BOARD

CASE NO.: 2025-01222

CITY OF OCOEE,
Petitioner,

vs.

RENTAL HOME HOLDINGS LLC,
Respondent(s)

Property Address: 611 N Lakewood Ave
Property Legal: Esther Heights O/95 Lot 15 Blk B
Property Parcel ID: 17-22-28- 2524-02-150

ORDER REQUIRING COMPLIANCE

THIS CAUSE came for public hearing before the Ocoee Code Enforcement Board on June 24, 2025, after due notice to the Respondent, and the Board, having heard testimony under oath, received evidence, and heard argument, thereupon issues its Findings of Fact, Conclusions of Law, and Order, as follows:

I. FINDINGS OF FACT:

The Respondent, Rental Home Holdings LLC, is the owner of real property, located at 611 N Lakewood Ave., Ocoee, FL 34761, having Parcel ID Number 17-22-28- 2524-02-150.

On April 28, 2025, the Respondent was first observed to be in violation of the City Code of Ocoee, Florida, in that the Respondents had an unsafe structure with no operational facilities, junk, debris, and trash in and outside the property. Additionally, the property did not meet the minimum housing standards. The applicable City Code Provision is:

- Section 108-35. When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings or other buildings regulated by the Minimum Standards Codes, to the extent that repair, removal, securing or demolition is necessary for the public health, safety and welfare)

The Respondent was sent notice, by certified mail, on April 29, 2025, that the aforesaid condition constituted a violation of the City Code of Ocoee, Florida, and was to be corrected on or before May 30, 2025. The property was re-inspected on June 02, 2025, and the property showed continued non-compliance. The Respondent was sent notice, by certified mail, on June 12, 2025, of this hearing date.

Sworn testimony provided by Code Officer Rodriguez and photographs and documents introduce into evidence demonstrated that alleged violation(s) did, in fact, exist, as April 28, 2025, and continues as noted below:

§ 108-35. ☐ Compliant _____ ☒ continues through June 24, 2025,

II. CONCLUSIONS OF LAW:

The Respondent, Rental Home Holdings LLC, by reason of the foregoing, was found in violation of the City Code of Ocoee, Florida as of June 24, 2025, for all above noted ordinances not marked compliant and is subject to the enforcement provisions of Chapter 7 of the City Code of Ocoee, Florida.

III. ORDER:

The Board Hereby Orders the property to come into compliance by August 23, 2025, or thereafter be fined $100.00 per day, per violation. The fines shall continue to accrue until the property comes into compliance. The applicable violations are:

☒ § 108-35.

The appeal of any Party shall be to the Circuit Court of Orange County and shall commence within thirty (30) days of the date this Order is filed with the City Clerk.

IN THE EVENT THE VIOLATIONS ARE CORRECTED AND THEN REPEATED AT A LATER DATE, THE VIOLATIONS MAY BE BROUGHT BEFORE THE CODE ENFORCEMENT BOARD FOR HEARING, EVEN IF THE REPEAT VIOLATIONS HAVE BEEN CORRECTED PRIOR TO THE BOARD HEARING. REPEAT VIOLATIONS MAY BE FINED UP TO $500.00 PER DAY.

DONE AND ORDERED THIS 24th DAY OF JUNE 2025.

Attest:

Code Enforcement Board Clerk

Chair Joe Bandur

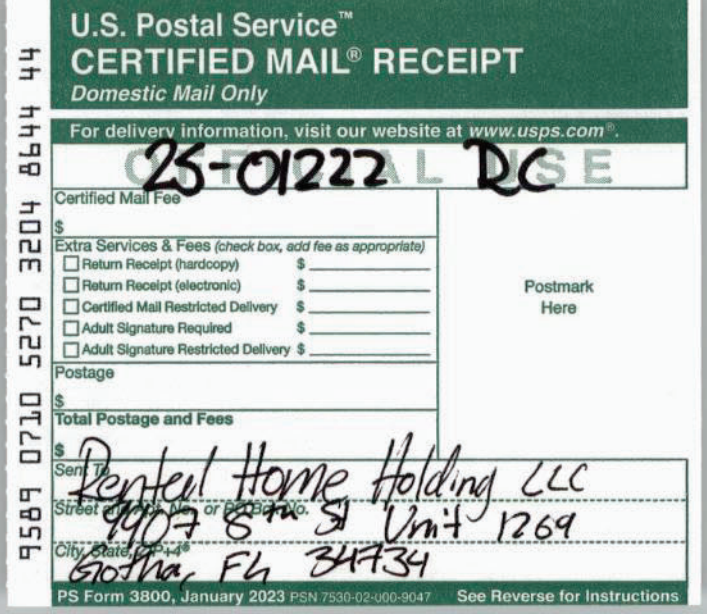
CERTIFICATION OF MAILING

I HEREBY CERTIFY that a true and correct copy of this ORDER REQUIRING COMPLIANCE, pursuant to Chapter 7, of the City Code of Ocoee, Florida, was furnished to Rental Home Holdings LLC at 9907 8Th St Unit 1269 Gotha, FL 34734-7051, this 25th day of June 2025, by first class mail.

Code Enforcement Board Clerk

STATE OF FLORIDA, COUNTY OF ORANGE
I HEREBY CERTIFY that this document, as titled above, is a true and correct copy of the original public record filed in this office of the City of Ocoee, and that I am authorized to make this certification.

DATED: 6/26/2025 By: _____
City Clerk



9589 0710 5270 3204 8644 44

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25-01222 DC

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- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To
Rental Home Holding LLC
Street and Apt. No., or PO Box No.
9907 8th St Unit 1269
City, State, ZIP+4®
Gotha, FL 34734

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

ALERT: TROPICAL STORM CHANTAL, SEVERE WEATHER, AND FLOODING ALONG THE EAST ...

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FAQs >

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Tracking Number:

9589071052703204864444

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Latest Update

Your item has been delivered and is available at a PO Box at 12:12 pm on July 3, 2025 in GOTHA, FL 34734.

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Feedback

Delivered

Delivered, PO Box
GOTHA, FL 34734
July 3, 2025, 12:12 pm

Available for Pickup
GOTHA
9907 8TH ST
GOTHA FL 34734-9998
M-F 0900-1700; SAT 0900-1200
July 1, 2025, 7:58 am

Arrived at Post Office
GOTHA, FL 34734
July 1, 2025, 7:57 am

In Transit to Next Facility
June 30, 2025

Departed USPS Regional Facility
ORLANDO FL DISTRIBUTION CENTER

June 28, 2025, 9:58 pm

Arrived at USPS Regional Facility
ORLANDO FL DISTRIBUTION CENTER
June 28, 2025, 8:57 pm

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Text & Email Updates

USPS Tracking Plus®

Product Information

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Enter tracking or barcode numbers

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Contact USPS Tracking support for further assistance.

FAQs

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 11

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of the Disposal of Old Furniture for the Police Department. (Police Chief Ogburn)

Background Summary:
The Ocoee Police Department is currently updating the building's existing furniture. The majority of the furniture to be replaced came with the building when the City of Ocoee acquired it in 2009. The furniture dates to the late 90s and early 2000s. Some of the furniture was passed down from the old City Hall. The furniture consists of old metal desks. Vendors have advised us that there is no value in the furniture and that they would take it and dispose of it. There is no place at the police department to store the furniture. The replacement furniture will be for the Sergeant's Office, Records Department, Property and Evidence Section, Crime Scene Office, and the Criminal Investigations Sergeant's Office.

Issue:
Should the Honorable Mayor and City Commission authorize the disposal of the outdated furniture in the Police Department?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission authorize the disposal of the outdated furniture in the Police Department.

Attachments:
None

Financial Impacts:
The cost of the removal and disposal of the old office furniture is included in the quote provided by the vendor who will be removing and installing the new office furniture.

Type of Item: Consent

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 12

Contact Name: Christopher McKinstry
Contact Number: Ext. 3055

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

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

Background Summary:

There are residual funds in this fiscal year's Police Department capital items budget. With the intent of reducing vehicle purchases in the upcoming FY27 budget, staff requests to purchase two additional vehicles from FY26 residual funds and to reduce next year's purchase. The Police Department has a responsibility to maintain a working fleet in a state of operational readiness and has a need for pickup truck-type vehicles.

Staff located a Chevrolet Silverado 1500 pickup truck from Carl Black Chevrolet (Hillsborough County Sheriff Contract) and a Dodge Ram 1500 pickup truck from Woody Folsom CJDR (Florida Sheriff's Association Contract) that would meet the needs of the Police Department. Both vendors have an existing relationship with the City of Ocoee. Staff is seeking authorization from the Commission to acquire the vehicles described from in-stock vehicles located at the above-mentioned dealerships, upfit the described vehicles with JCO Corporation (existing vendor), and install police graphics from ODMX Express Signs (existing vendor), with the residual from our capital budget not to exceed the remaining balance. Staff also requests that the City Manager be authorized to approve change orders up to the limit of his procurement authority.

Carl Black Chevrolet:
Vehicle cost: $53,356.00
Upfit cost: $21,993.00
Graphics cost: $ 2,080.00

Woody Folsom CDJR
Vehicle cost: $48,400.00
Upfit cost: $14,091.00
Graphics cost: $ 2,080.00

Total Cost: $142,000.00

Issue:

Should the Honorable Mayor and City Commission approve the purchase of the described in-stock vehicles from Carl Black Chevrolet and Woody Folsom CJDR with residual funds from the current FY26 Police Department capital budget, not to exceed the remaining balance, and authorize the City Manager to approve change orders, if necessary, up to the limit of his procurement authority?

Recommendations:
Staff recommends the Honorable Mayor and City Commission approve the purchase of the described in-stock vehicles from Carl Black Chevrolet and Woody Folsom CJDR with residual funds from the current FY26 Police Department capital budget, not to exceed the remaining balance, and authorize the City Manager to approve change orders, if necessary, up to the limit of his procurement authority.

Attachments:
1. Chev Silverado quote
2. Chev Silverado Upfit Quote
3. Chev Silverado Graphics quote
4. Dodge Ram quote
5. Dodge Ram Upfit quote
6. Dodge Ram Graphics quote

Financial Impacts:
The funding for these vehicles will be sourced from previously completed PD projects under GL# 317-521-00-6400 and 317-521-00-6401. The remaining balance will be funded through PD operating expenses under GL# 001-521-00-3400 and 001-521-00-3101. This will be included in the year-end budget amendment to document the transfer of funds this year.

Type of Item: Consent

CARL BLACK ORLANDO

GMC BUSINESS ELITE

CARLBLACK.COM/COMMERCIAL | 11500 E. COLONIAL DR. ORLANDO, FL 32817

CARL BLACK OF ORLANDO, LLC		VEHICLE DETAILS	
Account Manager:	Edgar Massoni	Stock #:	F11260532
Contact Info:	305-781-3661 | emassoni@carlblack.com	Last 8 VIN:	TG249837
Contract:	**HCSO Supplier ID #: SI-301226**	Model Year:	2026
	HCSO: 2024-005 Assorted Vehicle Procurement	Make:	CHEVROLET
	FSA-HCS-AVP1.0: Assorted Vehicle Procurement	Model:	CK10543/9C1

CLIENT INFORMATION		
Agency:	City of Ocoee Police Department	**SILVERADO 1500 CREW 4WD PPV BLACK**
Name:	Chris McKinstry	
Address:	646 Ocoee Commerce Parkway, Ocoee, FL, 34761	
Email:	cmckinstry@ocoee.org	
Phone:	(407) 554-7192	Quote Date: 6/29/2026

MSRP		$52,675.00
MSRP Discount	8.90%	($4,688.08)
Manufacturer Destination Charge		$2,595.00
Dealer Adjustment		($1,000.00)
Body Shop - Paint all 4 Doors White		$3,250.00
2 Extra Key Fobs + Programming		$299.00
Registration, Tag, Title (Yellow City)		$225.00
Delivery - No Charge		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
Price Per Unit		$53,355.92
Quantity		1
Total Price		**$53,355.92**

STOCK UNIT

"Let us go to work for you, while allowing you to continue your work."

Customer Signature	Date	Account Manager Signature	Date

◀ PULL THIS STRIP TO EXPOSE ADHESIVE

CHEVROLET

2026 SILVERADO 1500 CREW WT 4WD

EXTERIOR: BLACK
INTERIOR: JET BLACK

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

Visit us at www.chevy.com

STANDARD EQUIPMENT

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

CREW CAB SHORT BED 4WD

OWNER BENEFITS

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

SAFETY & SECURITY

- CHEVY SAFETY ASSIST
  *AUTOMATIC EMERGENCY BRAKING
  *FORWARD COLLISION ALERT
  *FRONT PEDESTRIAN BRAKING
  *LANE KEEP ASSIST W/LANE DEPARTURE WARNING
  *FOLLOWING DISTANCE INDICATOR
  *INTELLIBEAM-AUTO HIGH BEAM
- HD REAR VISION CAMERA
- TEEN DRIVER MODE
- TIRE PRESSURE MONITORING WITH TIRE FILL ALERT

PERFORMANCE & MECHANICAL

- 220 AMP ALTERNATOR
- STABILITRAK W/ TRAILER SWAY CONTROL & HILL START ASSIST

CONNECTIVITY & TECHNOLOGY

- CHEVROLET INFOTAINMENT 3 7" DIAG COLOR TOUCHSCREEN ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE: BLUETOOTH AUDIO STREAMING VOICE COMMAND PASSTHROUGH TO PHONE, WIRELESS ANDROID AUTO & APPLE CARPLAY CAPABLE
- 8 YEARS ONSTAR BASICS SEE ONSTAR.COM FOR TERMS
- USB PORTS
- DRIVER INFORMATION CENTER
- REMOTE KEYLESS ENTRY
- PUSH BUTTON START
- REAR SEAT REMINDER

INTERIOR

- AIR CONDITIONING
- POWER WINDOWS
- POWER DOOR LOCKS
- FRONT 40/20/40 BENCH SEATS W/ ARMREST & UNDERSEAT STORAGE
- REAR 60/40 FOLDING BENCH SEAT

EXTERIOR

- CORNERSTEP REAR BUMPER
- FRONT RECOVERY HOOKS

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE $45,900.00

OPTIONS & PRICING

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

POLICE PURSUIT PACKAGE •HEAVY-DUTY AIR FILTER •220-AMP ALTERNATOR •POWER OUTLET, BED MOUNTED •BRAKES HEAVY DUTY •20" BLACK PAINTED STEEL WHEELS •20" BLACK PAINTED STEEL SPARE •ALL-TERRAIN TIRES •ALL TERRAIN SPARE TIRE •CALIBRATION SPEEDOMETER •HILL DESCENT CONTROL •CALIBRATION KEYLESS REMOTE •SKID PLATES •AUTO LOCKING REAR DIFFERENTIAL •AUTOTRAC 2-SPEED TRANSFER CASE •CALIBRATION SURVEILLANCE •FLASHER SYSTEM - HEADLAMP •RED TAILLAMP FLASHER •CALIBRATION TAILLAMP FLASHER	4,570.00
ENGINE: 5.3L ECOTEC3 V8 WITH DYNAMIC FUEL MANAGEMENT	1,595.00
WT VALUE PACKAGE • DEEP-TINTED GLASS • REAR WINDOW DEFOGGER • OUTSIDE POWER MIRRORS • TRAILERING PACKAGE	960.00
EZ LIFT POWER LOCK AND RELEASE TAILGATE	150.00
GVWR: 7,100 LBS. (3,221 KG)	INC.
REAR AXLE: 3.23 RATIO	INC.
TOTAL OPTIONS	$7,275.00
TOTAL VEHICLE & OPTIONS	$53,175.00
DESTINATION CHARGE	2,595.00
TOTAL BEFORE SAVINGS	$55,770.00
WT VALUE PACKAGE DISCOUNT	-500.00

TOTAL VEHICLE PRICE* $55,270.00

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

15 MPG

combined city/hwy

14 city

17 highway

6.7 gallons per 100 miles

SILVERADO 4WD

Standard pickup trucks range from 12 to 87 MPG. The best vehicle rates 146 MPGe.

You spend $8,000 more in fuel costs over 5 years compared to the average new vehicle.

GCM

Annual fuel cost $3,300

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 2 (1 – 10, Best)

Smog Rating (tailpipe only): 6 (1 – 10, Best)

This vehicle emits 592 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

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

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score — **Not Rated**
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★★ / Passenger ★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat: **Not Rated** / Rear seat: **Not Rated**
Based on the risk of injury in a side impact.

Rollover — ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

On Better drives start with OnStar®
Activate today
Learn more at onstar.com, or scan the QR code
onstar.com/privacy

PARTS CONTENT INFORMATION

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

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

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
SILAO, GJ MEXICO
COUNTRY OF ORIGIN:
ENGINE: UNITED STATES
TRANSMISSION: UNITED STATES

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

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GMLBL_PROD_0044 – 11/01/2025

ORDER NO FSSGJ9 SALES CODE C
SALES MODEL CODE CK10543
DEALER NO 08387
FINAL ASSEMBLY:
SILAO, GJ MEXICO

VIN 3GCUK4ED6TG249837 REISSUE

DEALER TO WHOM DELIVERED
CARL BLACK CHEVROLET BUICK GMC, INC
1110 ROBERTS BOULEVARD NORTHWEST
KENNESAW, GA 30144-7054

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

JCO CORPORATION
SPECIALTY VEHICLE UPFITTERS & SUPPLY

Quotation

ADDRESS
City Of Ocoee, CHRIS MCKINSTRY *1 North Bluford Ave* *Ocoee FL 34761* *United States*

SHIP TO
City Of Ocoee *646 Ocoee Commerse Pky Ocoee FL 34761* *Ocoee FL 34761* *United States*

QUOTATION #	DATE	CUSTOMER PO NUMBER	END USER
S06714	2026-06-26		

VEHICLE YEAR	MAKE	MODEL	VEHICLE NUMBER	VIN	LICENSE NUMBER
2027	Chevy	Silverado	Silverado patrol half cage fy27		

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	CONTRACT# ORL-IFB22-0160-3	0.0	0.00	$ 0.00
	PUSH BUMPER	0.0	0.00	$ 0.00
WESTIN:36-52135	2026 Silverado PPV push bumper EliteXD	1.0	650.52	$ 650.52
WESTIN:36-52135PB	2026 Silverado PPV Pit Bar	1.0	425.10	$ 425.10
WESTIN:36-52135w	wing wrap 2023-205 Silverado PPV	1.0	296.40	$ 296.40
WESTIN:36-6015W4	PUSH BUMPER LIGHT CHANNEL 33.1 INCH WHELEN, 4 HOLE	1.0	43.22	$ 43.22
WESTIN:36-52135WC	EliteXD Wire Covers	1.0	43.68	$ 43.68
	WHELEN CORE PKG	0.0	0.00	$ 0.00
EB2DEDE	LEGACY WCX 54" RW/BW/RW/BW	1.0	3,134.86	$ 3,134.86
MBAJ101	ADJ LIGHTBAR MT KIT #101 BLACK	1.0	0.00	$ 0.00
C399	CENCOM CORE WCX CONTROL CENTER	1.0	0.00	$ 0.00
CCTL6	WeCanX KNOB/SLIDE CONTROL HEAD	1.0	0.00	$ 0.00
C399SP	SCANport KIT FOR C399	1.0	0.00	$ 0.00
SA315P	SPEAKER, BLACK PLASTIC	1.0	0.00	$ 0.00
SA315P	SPEAKER, BLACK PLASTIC	1.0	194.59	$ 194.59
SAK70	SA-315 MT KIT 2021 CHEVY TAHOE	2.0	0.00	$ 0.00
CHOWLER	WCX LOW FREQUENCY SIREN SYSTEM	1.0	456.16	$ 456.16

Please remit payment to our business office:

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

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Quotation

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
HWLRB28	HWLRB28	1.0	0.00	$ 0.00
CEM16	WeCanX 16 OUTPUT EXPANSION MOD	1.0	160.92	$ 160.92
	FRONT PUSH BUMPER	0.0	0.00	$ 0.00
I3JC	TRIO ION R/B W/ WHT OVERRIDE	4.0	172.14	$ 688.56
	(2) PIT BARS, (2) REAR DOOR WINDOWS	0.0	0.00	$ 0.00
TSS0J	T-SERIES SURFACEMT DUO RED/BLU	4.0	110.16	$ 440.64
TIONBKT1	ION T-SERIES UNIVERSAL MOUNT	2.0	11.40	$ 22.80
	UNDER TAILGATE	0.0	0.00	$ 0.00
PSJ02FCR	MEGA-T DUO FLASHER RED/BLU	2.0	109.94	$ 219.88
	TAIL LIGHTS	0.0	0.00	$ 0.00
VTX9J	VERTEX SUPER-LED DUO BLU/RED	2.0	70.20	$ 140.40
	RUNNING BOARDS	0.0	0.00	$ 0.00
TCRWX5*DUO	5 Module Tracer Duo	2.0	621.00	$ 1,242.00
	PRISONER PARTITION AND CARGO DECK	0.0	0.00	$ 0.00
PK1156CHT191500	SETINA-10XL coated	1.0	900.00	$ 900.00
TK1459CHT191500RW	SETINA-Cargo Deck	1.0	2,190.00	$ 2,190.00
TPA15086	SETINA-Upper cargo deck	1.0	218.39	$ 218.39
WK0055CHT191500	SETINA-Rear window barrier	1.0	225.96	$ 225.96
WK0514CHT191500H	SETINA-Window barrier 2 pc.	1.0	284.76	$ 284.76
	GUN RACK	0.0	0.00	$ 0.00
GK10271UHK	SETINA-Single T-rail gun mount, 1 univ XL, HK key	1.0	351.60	$ 351.60
	CONSOLE AND COMPUTER MOUNT	0.0	0.00	$ 0.00
C-VSW-1900-SILV-PM-2	Vehicle-Specific 19" Wide Flat Console With PocketJet 8 Printer Mount For 2019-2025 Chevrolet Silverado & GMC Sierra	1.0	1,093.68	$ 1,093.68
C-LP-3	3 Lighter Plug Outlets	1.0	61.55	$ 61.55
CUP2-1001	Internal Cup Holders	1.0	53.15	$ 53.15
DS-PAN-435N-2	Docking Station for Panasonic TOUGHBOOK 55 Laptop with Standard Port Replication & Dual Pass-Through Antenna Connections with Havis Power Supply	1.0	1,068.44	$ 1,068.44
C-MD-119	Swing Arm With Motion Adapter	1.0	281.07	$ 281.07

Please remit payment to our business office:

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851 Maguire Rd
Ocoee FL 34761-2915
United States

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14073959066
sales@jcocorp.com
http://www.jcocorp.com

JCO CORPORATION
SPECIALTY VEHICLE UPFITTERS & SUPPLY

Quotation

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
C-HDM-214	8.5" Heavy-Duty Telescoping Pole, Side Mount	1.0	189.52	$ 189.52
	PRINTER	0.0	0.00	$ 0.00
PJ863	High-Resolution Full-Page Mobile Printer with Bluetooth® Wireless Technology and USB-C®	1.0	604.47	$ 604.47
LB3692-003	Brother Car Adapter	1.0	35.59	$ 35.59
	OTHER EQUIPMENT	0.0	0.00	$ 0.00
UC1176	Tonneau Cover; SE Series; Tilt-Up; Lockable; Black; ABS Composite Material	1.0	1,218.08	$ 1,218.08
XG6	Bed Drawer; 2000 Pound Load Capacity Full Bed Deck Unit/ 200 Pound Load Capacity Per Drawer; 65 Inch Length x 71.6 Inch Width x 12.2 Inch Height; Lateral; Two Drawer; Adjustable Compartment; High Density Polyethylene/ Steel Subframe; With One Tan Sixer 16 D-Co Case/ One Tan Halfrack 32 D-Co Case/ One vX Drawerganizer®, Drawer Bin/ Two vX Drawer Dividers/ Four DECKED D-Rings/ Four Deep Stash Bins; Lock Cylinder Sold Separately	1.0	1,565.99	$ 1,565.99
JCO-FIRE EXT	10# FIRE EXTINGUISHER WITH BRACKET	1.0	75.99	$ 75.99
JCO-75	75 AMP Relay/Disconnect	1.0	40.00	$ 40.00
	INSTALLATION	0.0	0.00	$ 0.00
SHOP SUPPLIES	SHOP SUPPLIES	1.0	225.00	$ 225.00
LABOR-ORL-IFB22-0160-3	LABOR-ORL-IFB22-0160-3	1.0	2,500.00	$ 2,500.00
SHIPPING	SHIPPING	1.0	650.00	$ 650.00

Florida MV105333

SUBTOTAL	$ 21,992.97
TAX	$ 0.00
TOTAL	**$ 21,992.97**

Please remit payment to our business office:

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

PHEAK SOLUTIONS LLC
DBA ONE DAY MASTERPIECES - DBA EXPRESS SIGNS - DBA ODMX
637 Palm Drive. Suite 100. Ocoee, FL 34761
natalia@odmxusa.com
(407) 857-9987
EIN #: 81-3718405

Quote 256320

Wrap New Vehicle - Chev Silverado

SALES REP INFO
Sean Kimmel
sean@onedaymasterpieces.com
(407) 588-9998

QUOTE DATE
06/26/2026

QUOTE EXPIRY DATE
07/26/2026

TERMS
Due on receipt

REQUESTED BY
_Ocoee Police Department

CONTACT INFO
Chris McKinstry
cmckinstry@ocoee.org
(407) 276-0943

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	**Artwork Setup**	1	Each	$150.00	$150.00	Y
2	**NEW VECHILE INSTALL** Manufacture and installation of digitally printed 3M 680CR reflective vinyl graphics for 2026 Chev Silverado. Includes 3M protective overlaminate. Also includes cutting of lettering and graphics to shape and installation of new graphics at ODMX. **VIN: TG249837**	1	Each	$1,930.00	$1,930.00	Y

*Your order is completely custom. No cancellations or refunds will be approved once the quote is approved and put into production. All signage is the property of One Day Masterpieces until payment is received in full. Any product not picked up after 60 days of order completion will be disposed of at the discretion of One Day Masterpieces.
*Final proofing is the sole responsibility of the customer. Before giving approval, please examine all proofs carefully for the accuracy of the information presented, as well as correct spelling, punctuation, numbers, dimensions, graphics, colors and general layout. Two proof revisions per item are provided at no cost. Additional proofs will be billed at $25 per revision. Any changes made after proof approval will be done at the customer's expense.
There is a one year warranty on materials, parts and labor, excluding vandalism, intentional damage, extreme weather conditions, Acts of God and improper care or maintenance. If cleaning is necessary, use only a mild detergent solution with a soft brush or sponge. Under no circumstances should a pressure washer or harsh chemical be used. All sprinkler heads should be directed away from sign faces. Direct spraying may have an adverse effect on the finish. Any damage resulting from improper care or maintenance is the sole responsibility of the customer. *Warranty excludes coroplast or similar substrates.
*All orders not totaling $50.00 before taxes will have a $15.00 minimum order processing fee applied to the order.
*Review shipping contact name and address information carefully prior to quote approval to avoid potential additional charges and delays in receiving your order. ODM is not responsible for additional charges incurred if shipping information is incorrectly supplied and an order must be sent to a second delivery address. In addition, if a specific morning or afternoon time window is required for delivery, we must know this information in advance to quote shipping charges accurately. If we are not notified of these requirements prior to final quote approval, standard shipping will be quoted and your order delivered in a 5-hour window between 12 – 5, Monday through Friday.
* Beginning September 1, 2024, a 3% surcharge will be added to the total cost of your invoice if you request payment by credit card and your invoice is over $500.

Subtotal:	**$2,080.00**
Sales Tax (0%):	**$0.00**
Total:	**$2,080.00**

SIGNATURE: **DATE:**

Woody Folsom CDJR of Douglas

Date: ***6/29/2026***
Salesperson: **Wes Bunyard**
Manager: **Wes Bunyard**

FOR INTERNAL USE ONLY

BUSINESS NAME	***OCOEE POLICE DEPARTMENT***	Home Phone :***(407) 905-3100***
CONTACT	***DEPUTY CHIEF VINCENT OGBURN***	
Address :	***646 OCOEE COMMERCE PKWY OCOEE, FL 34761-2918ORANGE***	Work Phone :***(407) 905-3100***
E-Mail :	***KJOHNSON@OCOEE.ORG***	Cell Phone :***(407) 905-3100***

VEHICLE

Stock # :***TD033161*** New / Used : New VIN : ***3C6SRFGP9T4199479*** Mileage:***5***

Vehicle :***2026 RAM 1500*** Color :***diamond black***

Type :***Tradesman 4x4 Crew Cab 144.5 in. WBDT6L98***

Body Size : Style : Weight :***0*** Unit Class :

Market Value Selling Price	48,400.00
Balance	48,400.00

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

FSA-VEL33.0, Pursuit, Admin, and Other Vehicles Painting 4 doors and 2 additional key fobs(4 fobs total)

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

JCO CORPORATION
SPECIALTY VEHICLE UPFITTERS & SUPPLY

Quotation

ADDRESS
City Of Ocoee, CHRIS MCKINSTRY *1 North Bluford Ave* *Ocoee FL 34761* *United States*

SHIP TO
City Of Ocoee *646 Ocoee Commerse Pky Ocoee FL 34761* *Ocoee FL 34761* *United States*

QUOTATION #	DATE	CUSTOMER PO NUMBER	END USER
S06751	2026-07-07		

VEHICLE YEAR	MAKE	MODEL	VEHICLE NUMBER	VIN	LICENSE NUMBER
	Dodge	Ram 1500 Short Bed	Ram 1500 fy27		

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	CONTRACT# ORL-IFB22-0160-3	0.0	0.00	$ 0.00
	WHELEN CORE PKG W/LIGHTBAR	0.0	0.00	$ 0.00
C399	C399	1.0	3,134.86	$ 3,134.86
EB2DEDE	LEGACY WCX 54" RW/BW/RW/BW	1.0	0.00	$ 0.00
CCTL6	WeCanX KNOB/SLIDE CONTROL HEAD	1.0	0.00	$ 0.00
C399SP	SCANport KIT FOR C399	1.0	0.00	$ 0.00
SA315P	SPEAKER, BLACK PLASTIC	1.0	0.00	$ 0.00
SAK9	SA315 SIREN MT KIT UNIV SWIVEL	1.0	0.00	$ 0.00
	OTHER WHELEN EQUIPMENT	0.0	0.00	$ 0.00
SA315P	SPEAKER, BLACK PLASTIC	1.0	194.59	$ 194.59
SAK9	SA315 SIREN MT KIT UNIV SWIVEL	1.0	0.00	$ 0.00
CHWLUNI	WCX LOW FREQ SIREN AMP UNIV MT	1.0	456.16	$ 456.16
CEM16	WeCanX 16 OUTPUT EXPANSION MOD	1.0	160.92	$ 160.92
	GRILL LIGHTS	0.0	0.00	$ 0.00
TSS0JC	T-SERIES SURFACE MT TRIO R/B/W	4.0	172.14	$ 688.56
TIONBKT1	ION T-SERIES UNIVERSAL MOUNT	4.0	11.40	$ 45.60
	REAR DOOR LIGHTS	0.0	0.00	$ 0.00

Please remit payment to our business office:

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JCO CORPORATION
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Quotation

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
TSS0J	T-SERIES SURFACEMT DUO RED/BLU	2.0	110.16	$ 220.32
TIONBKT1	ION T-SERIES UNIVERSAL MOUNT	2.0	11.40	$ 22.80
	UNDER TAILGATE	0.0	0.00	$ 0.00
PSJ02FCR	MEGA-T DUO FLASHER RED/BLU	2.0	109.94	$ 219.88
	TAIL LIGHTS	0.0	0.00	$ 0.00
VTX9J	VERTEX SUPER-LED DUO BLU/RED	2.0	70.20	$ 140.40
	RUNNING BOARDS	0.0	0.00	$ 0.00
TCRWX5*DUO	5 Module Tracer Duo	2.0	621.00	$ 1,242.00
	CONSOLE AND COMPUTER MOUNT	0.0	0.00	$ 0.00
C-VSW-1014-RAM-2	Vehicle-Specific 24″ Wide Angled Console for 2022-2025 Ram DT 1500 without Manual Transfer Case Shifter & OEM Console	1.0	955.00	$ 955.00
CUP2-1001	Internal Cup Holders	1.0	53.15	$ 53.15
C-LP-3	3 Lighter Plug Outlets	1.0	61.55	$ 61.55
DS-PAN-435N-2	Docking Station for Panasonic TOUGHBOOK 55 Laptop with Standard Port Replication & Dual Pass-Through Antenna Connections with Havis Power Supply	1.0	1,068.44	$ 1,068.44
C-MD-119	Swing Arm With Motion Adapter	1.0	281.07	$ 281.07
C-HDM-214	8.5" Heavy-Duty Telescoping Pole, Side Mount	1.0	189.52	$ 189.52
	PRINTER	0.0	0.00	$ 0.00
PJ863	PJ863	1.0	604.47	$ 604.47
LB3692-003	LB3692-003	1.0	35.59	$ 35.59
	OTHER EQUIPMENT	0.0	0.00	$ 0.00
401AXT	Tonneau Cover; A-Series XT ™; Manual Retractable; Lockable; Black Powder Coated; Aluminum; With T-Slot Rails	1.0	1,900.00	$ 1,900.00
JCO-FIRE EXT	10# FIRE EXTINGUISHER WITH BRACKET	1.0	75.99	$ 75.99
JCO-75	75 AMP Relay/Disconnect	1.0	40.00	$ 40.00
	INSTALLATION	0.0	0.00	$ 0.00
SHOP SUPPLIES	SHOP SUPPLIES	1.0	175.00	$ 175.00
LABOR-ORL-IFB22-0160-3	LABOR-ORL-IFB22-0160-3	1.0	1,950.00	$ 1,950.00

Please remit payment to our business office:

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

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

JCO CORPORATION
SPECIALTY VEHICLE UPFITTERS & SUPPLY

Quotation

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
SHIPPING	SHIPPING	1.0	175.00	$ 175.00

Florida MV105333

SUBTOTAL	$ 14,090.87
TAX	$ 0.00
TOTAL	**$ 14,090.87**

Please remit payment to our business office:

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

PHEAK SOLUTIONS LLC
DBA ONE DAY MASTERPIECES - DBA EXPRESS SIGNS - DBA ODMX
637 Palm Drive. Suite 100. Ocoee, FL 34761
natalia@odmxusa.com
(407) 857-9987
EIN #: 81-3718405

Quote 256333

Wrap New Vehicle - Crew Cab Dodge Ram P/U truck

SALES REP INFO
Sean Kimmel
sean@onedaymasterpieces.com
(407) 588-9998

QUOTE DATE
06/29/2026

QUOTE EXPIRY DATE
07/29/2026

TERMS
Due on receipt

REQUESTED BY
_Ocoee Police Department

CONTACT INFO
Chris McKinstry
cmckinstry@ocoee.org
(407) 276-0943

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	**Artwork Setup**	1	Each	$150.00	$150.00	Y
2	**NEW VECHILE INSTALL** Manufacture and installation of digitally printed 3M 680CR reflective vinyl graphics for 2026 Crew Cab Dodge Ram P/U truck. Includes 3M protective overlaminate. Also includes cutting of lettering and graphics to shape and installation of new graphics at ODMX. **VIN: 3C6SRFGP9T4199479**	1	Each	$1,930.00	$1,930.00	Y

*Your order is completely custom. No cancellations or refunds will be approved once the quote is approved and put into production. All signage is the property of One Day Masterpieces until payment is received in full. Any product not picked up after 60 days of order completion will be disposed of at the discretion of One Day Masterpieces.
*Final proofing is the sole responsibility of the customer. Before giving approval, please examine all proofs carefully for the accuracy of the information presented, as well as correct spelling, punctuation, numbers, dimensions, graphics, colors and general layout. Two proof revisions per item are provided at no cost. Additional proofs will be billed at $25 per revision. Any changes made after proof approval will be done at the customer's expense.
There is a one year warranty on materials, parts and labor, excluding vandalism, intentional damage, extreme weather conditions, Acts of God and improper care or maintenance. If cleaning is necessary, use only a mild detergent solution with a soft brush or sponge. Under no circumstances should a pressure washer or harsh chemical be used. All sprinkler heads should be directed away from sign faces. Direct spraying may have an adverse effect on the finish. Any damage resulting from improper care or maintenance is the sole responsibility of the customer. *Warranty excludes coroplast or similar substrates.
*All orders not totaling $50.00 before taxes will have a $15.00 minimum order processing fee applied to the order.
*Review shipping contact name and address information carefully prior to quote approval to avoid potential additional charges and delays in receiving your order. ODM is not responsible for additional charges incurred if shipping information is incorrectly supplied and an order must be sent to a second delivery address. In addition, if a specific morning or afternoon time window is required for delivery, we must know this information in advance to quote shipping charges accurately. If we are not notified of these requirements prior to final quote approval, standard shipping will be quoted and your order delivered in a 5-hour window between 12 – 5, Monday through Friday.
* Beginning September 1, 2024, a 3% surcharge will be added to the total cost of your invoice if you request payment by credit card and your invoice is over $500.

Subtotal:	**$2,080.00**
Sales Tax (0%):	**$0.00**
Total:	**$2,080.00**

SIGNATURE: **DATE:**

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 13

Contact Name: Joyce Tolbert, Shannon Hopper
Contact Number: Ext. 1516, Ext. 1524

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval of the Two (2)-Year Extension of the Exclusive Franchise Agreements for Residential Construction & Demolition Debris Removal (RFQ21-007). (Procurement Manager Tolbert)

Background Summary:

On July 20, 2021, the City Commission awarded RFQ #21-007 for the Exclusive Franchise for Residential Construction & Demolition Debris Removal to Waste Pro of Florida, Inc. and Hubbard Construction d/b/a Mid-Florida Materials. The initial term of the Franchise was for five (5) years, with the option to extend the term for an additional two (2) years by mutual agreement of the City and Franchisee. Both contractors, Waste Pro of Florida, Inc. and Hubbard Construction d/b/a Mid-Florida Materials, executed the attached amendment to their respective Franchise Agreement, providing their consent to extend the term. Once approved by the Commission, the term of the franchise agreements will expire on July 31, 2028.

Issue:

Should the Honorable Mayor and City Commissioners approve the two (2)-year extension of the Exclusive Franchise Agreements for Residential Construction & Demolition Debris Removal (RFQ #21-007) with Waste Pro of Florida, Inc. and with Hubbard Construction d/b/a Mid-Florida Materials?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners:

1.) Approve the two (2)-year extension of the Exclusive Franchise Agreements for Residential Construction & Demolition Debris Removal (RFQ #21-007) with Waste Pro of Florida, Inc. and with Hubbard Construction d/b/a Mid-Florida Materials; and

2.) Authorize the Mayor, City Clerk, and staff to execute all necessary contract documents.

Attachments:

1. Amendment - Hubbard Construction Franchise Term Extension
2. Amendment - Waste Pro Franchise Term Extension
3. Current Franchise Agreement - Hubbard Construction
4. Current Franchise Agreement - Waste Pro of Florida

Financial Impacts:

Each Franchisee is to pay the City a franchise fee of 20% of the fees collected under this Agreement.

Type of Item: Consent

FIRST AMENDMENT TO FRANCHISE AGREEMENT FOR RESIDENTIAL CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL

The **City of Ocoee** (City) and **Hubbard Construction Company d/b/a Mid-Florida Materials**, (Franchisee), by way of this Amendment, hereby mutually agree to extend the Residential Construction and Demolition Debris Removal Franchise Agreement dated July 20, 2021, for the additional two (2) year term commencing with the expiration of the Initial Term and terminating on **July 31, 2028**. All other terms and conditions of the Franchise Agreement shall continue in full force and effect.

FRANCHISEE: HUBBARD CONSTRUCTION COMPANY D/B/A MID-FLORIDA MATERIALS

BY (sign): William N Dumas Digitally signed by William N Dumas Date: 2026.06.30 15:15:20 -04'00'

PRINT NAME: William Dumas

TITLE: Assistant Secretary

DATE: 6/30/2026

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

DATE: _____

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA. APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 202__.

FISHBACK DOMINICK

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

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON _____ UNDER AGENDA ITEM NO. ___.

FIRST AMENDMENT TO FRANCHISE AGREEMENT FOR RESIDENTIAL CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL

The **City of Ocoee** (City) and **Waste Pro of Florida, Inc.**, (Franchisee), by way of this Amendment, hereby mutually agree to extend the Residential Construction and Demolition Debris Removal Franchise Agreement dated July 20, 2021, for the additional two (2) year term commencing with the expiration of the Initial Term and terminating on **July 31, 2028**. All other terms and conditions of the Franchise Agreement shall continue in full force and effect.

FRANCHISEE: WASTE PRO OF FLORIDA, INC

BY (sign): _____

PRINT NAME: Erik Sankey

TITLE: RVP

DATE: 7-1-26

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

_____
Melanie Sibbitt, City Clerk

_____
Rusty Johnson, Mayor

DATE: _____

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA. APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 202__.

FISHBACK DOMINICK

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

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON _____ UNDER AGENDA ITEM NO. ___.

RESIDENTIAL CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of July, 2021, between the **CITY OF OCOEE**, a Florida municipal corporation (hereinafter referred to as the "City") and **HUBBARD CONSTRUCTION COMPANY d/b/a MID-FLORIDA MATERIALS**, a Florida corporation (hereinafter referred to as the "**Franchisee**") for the purposes of granting a franchise for the collection and removal of residential construction and demolition debris within the corporate limits of the City, all subject to the terms, conditions and limitations set forth herein.

Section 1. Definitions.

For the purposes of this Agreement, all terms and words shall have the meaning set forth in Chapter 143 of the Ocoee City Code and in the definitions contained in Part IV of Chapter 403, Florida Statutes, and in state administrative rules adopted pursuant to Part IV of Chapter 403, Florida Statutes, as such statutes and rules may be amended from time to time.

Section 2. Grant of Franchise.

In consideration of the agreement of the Franchisee to (i) perform the services set forth in this Agreement, (ii) pay to the City the Franchise Fee set forth in Section 12 hereof, and (iii) otherwise comply with the terms and conditions of this Agreement, the City hereby grants to the Franchisee a franchise, including every right and privilege pertaining thereto, to operate and maintain residential construction and demolition debris services within the corporate limits of the City, except as provided in Section 10 hereof.

Section 3. Limits of the Franchise.

Except as set forth herein, the franchise covers the corporate limits of the City of Ocoee. Franchisee agrees that the limits of the franchise are subject to expansion or reduction by annexation or contraction of municipal boundaries and Franchisee has no vested right in a specific area. Further, Franchisee acknowledges and agrees that its right to serve certain lands hereto or hereafter annexed by the City which were the subject of a residential construction and demolition debris services franchise with Orange County which was in effect at least 6 months prior to the initiation of annexation is limited by the provisions of Section 171.062(4), Florida Statutes, as it may from time to time be amended. The provisions of Florida Statute 403.70605 shall also apply.

Section 4. Term.

The franchise shall be granted for an initial term of five (5) years commencing on **August 1, 2021** and terminating on **July 31, 2026**, unless sooner terminated by the City due to breach of the terms of this Agreement by the Franchisee ("the **Initial Term**"). The Initial Term of the franchise may be extended by mutual agreement of the City and the Franchisee for one additional two (2) year term commencing with the expiration of the Initial Term and terminating on **July 31, 2028**. Should the City or the Franchisee determine not to extend the term of the franchise beyond the Initial Term, they shall

provide written notice of such intent to the other party no sooner than twelve (12) months prior to the expiration of the Initial Term and no later than six (6) months prior to the expiration of the Initial Term and in the event of such notice the franchise and this Agreement shall terminate upon expiration of the Initial Term. In the event neither party gives notice as aforesaid that it does not desire to extend the term of the franchise, then the City and the Franchisee shall enter into an amendment extending the term of the franchise and this Agreement for an additional 2-years for a total of 7-years, such agreement to be entered into at least three (3) months prior to expiration of the Initial Term.

Section 5. Collection Services and Operations.

A. Except as set forth in Section 10 hereof, the Franchisee shall provide residential construction and demolition debris removal services commencing on **August 1, 2021**. The Franchisee shall transport all residential construction and demolition debris collected to a properly licensed facility.

B. The Franchisee shall provide all labor, materials, equipment, supervision and facilities necessary to provide efficient and effective services. The Franchisee shall pay all costs, expenses, and charges required to perform the services and dispose of the collected materials including the disposal charges and "tipping fees" at the facility. The Franchisee shall comply with all applicable local, state and federal statutes, laws, ordinances, rules and regulations. By entering into this contract, the awarded bidder is obligated to comply with the provisions of Section 448.095, Fla. Statutes, "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.

Section 6. Equipment.

A. The Franchisee shall have on hand at all times and in good working order such equipment as shall permit the adequate and efficient performance of the required services. Equipment shall be obtained from nationally known and recognized manufacturers of collection and disposal equipment. The Franchisee shall have available reserve equipment which can be put into service in the event of any breakdown. Vehicles used to provide the services shall be marked with the name of the Franchisee, business telephone number and the number of the vehicle in letters not less than five (5) inches high on each side of the vehicle.

B. The Franchisee shall provide all receptacles, containers, or dumpsters necessary for the collection of all residential construction and demolition services.

Section 7. Complaints.

The Franchisee shall assign a qualified person or persons to be in charge of operations within the service area. The Franchisee shall give the name and qualifications of these persons to the City. The Franchisee shall institute a system for addressing complaints from within the City which shall include informing each customer and the City of the phone number at which complaints will be received. Such phone will be promptly answered at a minimum from 8:00 a.m. to 5:00 p.m., Monday through Friday. In the event that the Franchisee is unable to promptly resolve any such complaints the Franchisee shall promptly notify the City of the nature of the complaint and the attempts made to resolve the complaint.

Section 8. Personnel.

A. The Franchisee shall require its employees to serve the public in a courteous, helpful and impartial manner.

B. Franchisee collection employees shall wear dress uniforms bearing the company name during working hours.

C. Each person employed to operate a vehicle shall at all times carry a valid Florida Driver's License for the type of vehicle being operated.

D. The Franchisee's collection employees will be required to remain on public right-of-ways and the premises of its customers. No trespassing by employees will be permitted on private property. Care shall be taken to prevent damage to property, including receptacles, trees, shrubs, flowers and other plants.

Section 9. Spillage.

The Franchisee shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During hauling, all residential construction and demolition debris shall be contained, tied or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage caused by the Franchisee, the Franchisee shall promptly clean up all spillage at its sole cost and expense. In the event that the Franchisee fails to promptly clean up spillage, then the City may do so and the Franchisee shall pay the City all costs and expenses incurred by the City in connection therewith.

Section 10. Excluded Debris.

Hazardous waste, biological waste, used oil and yard trash are expressly excluded from the franchise granted herein.

Section 11. Subcontractors.

Subcontractors shall be allowed only with the prior approval of the City Commission which consent may be granted or withheld in the discretion of the City Commission. The consent

of the City Commission shall not be construed as making the City a part of such subcontract or subjecting the City to liability of any kind to any subcontractor.

Section 12. Rates and Charges.

A. Rates to be charged for the residential construction and demolition debris services to be performed under this Agreement will be as reasonably determined by the Franchisee set forth in **RFQ #21-007** attached hereto and by this reference made a part hereof.

B. The Franchisee, at its sole cost and expense, shall be solely responsible for the billing and collection of all fees and charges payable to the Franchisee by customers for services rendered pursuant to this Agreement. The Franchisee shall use its best efforts to bill and collect all such fees on a monthly basis unless otherwise agreed to in writing by the City.

C. In consideration for the grant of this franchise and the execution of this Agreement by the City, the Franchisee agrees to pay to the City a franchise fee equal to TWENTY PERCENT (20%) of the fees and charges actually collected by the Franchisee from customers for services rendered pursuant to the franchise granted by this Agreement (the "**Franchise Fee**"). The Franchisee shall pay the Franchise Fee to the City on or before the tenth (10th) day of each month with respect to the fees and charges actually collected by the Franchisee during the previous month. Such payment shall be transmitted on a City approved form and shall include a certification by the Franchisee of the fees and charges actually collected during the prior month and such other information as may be required by the City. Failure of the Franchisee to make timely payment to the City of the Franchise Fee or falsification of the certification regarding fees and charges actually collected shall constitute a default by the Franchisee of this Agreement.

Section 13. Books and Records.

A. The Franchisee shall keep complete books and records at its place of business in Central Florida, setting forth a true and accurate account of all business transactions arising out of or in connection with this Agreement, including but not limited to a complete customer account listing and a record of all fees and charges billed and collected, all in accordance with good business practices and generally accepted accounting principles. The City shall have the right to have access to and inspect and copy the contents of said books and records during normal business hours. Upon thirty (30) days written request from the City, the Franchisee shall provide the City with a complete customer account listing and a record of all fees and charges billed and collected during the prior twelve (12) months.

B. The Franchisee shall annually submit to the City an audited financial statement with respect to all business transactions arising out of or in connection with this Agreement, which shall have been prepared by an independent certified public accountant reasonably acceptable to the City. The financial statement shall include a determination of all fees and charges billed and collected by the Franchisee pursuant to

the franchise granted by this Agreement and the Franchise Fees due to the City pursuant to this Agreement. Each such audited financial statement shall be based on the City's fiscal year of October 1 to September 30 and shall be submitted to the City on or before December 31 of each year except that the last such audit shall be submitted within sixty (60) days after the termination of this Agreement.

Section 14. Assignment.

This Agreement and the rights and privileges hereunder shall not be assigned or otherwise transferred by Franchisee except with the express written approval of the City. The City reserves the right in its sole and absolute discretion to approve or disapprove any such requested assignment or transfer of this Agreement. The City may require that any proposed assignee submit similar documentation to that provided by the franchisee at the time of award of the franchise. No assignment or transfer shall be effective until the assignee or transferee has executed with the City an Agreement of Acceptance, subject to approval by the City, evidencing that the assignee or transferee accepts the assignment or transfer subject to all of the terms, conditions and limitations imposed herein. Any such assignment or transfer shall be in form and content subject to the approval of the City.

Section 15. Indemnification.

Franchisee shall indemnify, defend and hold completely harmless the City, its elected representatives, officers, employees and agents of each, from and against any and all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, expert fees and reasonable attorneys fees and paralegal fees and attorneys and paralegal fees on appeal) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the City, or any property of, injury to or death of any person resulting from or arising out of the performance under this Agreement, or the acts or omissions of Franchisee officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by City's negligence or by the joint negligence of City and any person other than Franchisee or Franchisee's officers, agents, employees, subcontractors, licensees or invitees, or (ii) arising out of the failure of Franchisee to keep, observe or perform any of the covenants or agreements herein to be kept, observed or performed by Franchisee. City agrees to give Franchisee reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Franchisee or its insurer to compromise and defend the same to the extent of its interests and to reasonably cooperate with the defense of any such suit or claim. The provisions of this Section shall survive the expiration or earlier termination of the term of this Agreement with respect to any acts or omissions occurring during the term of this Agreement. Nothing set forth is this Agreement shall be deemed or construed as a waiver of sovereign immunity by the City and the City shall have and maintain at all times and for all purposes any and all

rights, immunities and protections available under controlling legal precedent and as provided under Section 768.28, Florida Statutes and other applicable law.

Section 16. Performance Bond.

The Franchisee shall, without expense to the City, furnish a performance bond in a form acceptable to the City as security for the performance of this Agreement. Said performance bond will be in the amount of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00). All premiums for the performance bond shall be paid by the Franchisee. This performance bond shall be written by a surety company licensed to do business in the State of Florida and approved by the City and shall be maintained in full force and effect throughout the term of this Agreement.

Section 17. Nondiscrimination.

The Franchisee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, handicap or national origin.

Section 18. Insurance.

The Franchisee, at all times during the term of this Agreement, shall meet the following requirements:

- Maintain all insurance coverage required by this Agreement and the RFQ #21-007 to which this Agreement and the award of the franchise was based on (the "**RFQ**").
- Maintain any additional coverage required by the City.
- Name the City as an additional insured on all liability policies required by this Agreement. When naming the City as an additional insured, the insurance companies shall agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments.
- Make no change or cancellation in insurance without thirty (30) days prior written notice to the City.
- File original signed Certificates of Insurance, evidencing such coverage and endorsements as required herein with the City for approval before work is started. The certificate must state the Proposal Number and Title. Upon expiration of the required insurance, the Franchisee must submit updated certificates of insurance during the term of this Agreement.

It is understood and agreed that all policies of insurance provided by the Franchisee are primary coverage to any insurance or self-insurance the City possesses that may apply to a loss resulting from the work performed under this Agreement.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure and shall be made available to the City upon request to the Franchisee. No deductibles will be allowed in any policies issued on this Agreement unless specific safeguards have been established to assure an adequate fund for

payment of deductibles by the insured and approved by the City.

Compliance by the Franchisee with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Franchisee of its liabilities and obligations under any section or provision of this Agreement or under applicable law.

Insurance coverage required shall be in force throughout the term of this Agreement. Should the Franchisee fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term, the City shall have the right to consider this Agreement breached and declare a default by the Franchisee.

If the Franchisee does not meet the insurance requirements of this Agreement, alternate insurance coverage, satisfactory to the City, may be considered.

Section 19. Default and Termination.

A. In the event that:

(1) the Franchisee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement applicable to the Franchisee, and such failure shall continue for a period of more than five (5) days after delivery to the Franchisee of a written notice of such breach or default;

(2) the Franchisee's occupational or business licenses shall terminate for any reason;

(3) the Franchisee shall become insolvent, or shall take the benefit of any present or future insolvency statutes, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

(4) the Franchisee shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof;

then in any of such events, the City, in its discretion, shall have the right to: (i) seek specific performance of this Agreement, (ii) terminate this Agreement for Default, which

termination shall be effective twenty-four (24) hours after written notice of such termination is given to the Franchisee, or (iii) pursue such other actions and remedies as may be permitted by law, including an action for actual damages incurred or suffered by the City. In the event the City elects to terminate this Agreement, then the City may, at its option, delay the effective date of termination for default until the first day of the month following the date on which written notice of such termination is given to the Franchisee. The City shall specify the termination date on its written notice of termination.

B. In the event that the City shall fail to keep, perform, and observe each and every promise, covenant and agreement set forth in this Agreement applicable to the City, and such failure shall continue for a period of more than thirty (30) days after delivery to the City of a written notice of such breach, then the Franchisee may, as its sole and exclusive remedy, seek specific performance of this Agreement. It is expressly agreed that the Franchisee shall not be entitled to terminate this Agreement or seek damages against the City in the event of a default by the City.

C. In the event that a dispute arises between the City and the Franchisee, or any interested party, in any way relating to this Agreement, the Franchisee shall continue to render service in full compliance with all terms and conditions of this Agreement regardless of the nature of the dispute. The Franchisee shall be liable to the City for all costs reasonably incurred in providing collection and disposal service should the Franchisee fail to provide such services.

D. Upon termination of this Agreement the Franchisee shall cooperate with the City in order to ensure an orderly transition of all commercial and multi-family solid waste accounts to such new franchisee(s) as may be designated by the City.

Section 20. Attorneys' Fees.

In the event that either party finds it necessary to commence an action against the other party to enforce any provisions of this Agreement or because of a breach by the other party of any of the terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, paralegal fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings and the right to such reasonable attorneys' fees, paralegal fees and costs shall be deemed to have accrued from the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

Section 21. Notices.

All notices and approvals which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be made or given (i) by certified mail, postage prepaid, return receipt required, (ii) by hand delivery to named individuals representing the party to be notified, or (iii) by private parcel (next day) delivery service. Notices, including notice of a change of address or phone number, shall be addressed or transmitted to the addressees set forth below, or that a party may otherwise designate in the manner prescribed herein:

As to the City:	City of Ocoee 150 North Lakeshore Drive Ocoee, Florida 34761 Attention: Public Works Director Phone: (407) 905-3100 Ext. 6002
As to Franchisee:	Hubbard Construction Company d/b/a Mid-Florida Materials 1936 Lee Road, Suite 300 Winter Park, Florida 32789 Attention: P. Frederick O'Dea, Jr., Secretary & VP Phone: (407)645-5500

Notices and approvals given or made as aforesaid shall be deemed to have been given and received on the date of actual receipt.

Section 22. Combination of Solid Waste.

The City shall not be responsible for any contamination of loads which are collected by the Franchisee (i.e., mixing of recyclable materials, yard trash, construction and demolition debris or other materials which are required to be separated prior to disposal under applicable federal, state and local statutes, laws, ordinances, rules and regulations).

Section 23. Miscellaneous.

A. Time is of the essence with respect to all matters set forth in this Agreement.

B. The Franchisee is not, and shall not for any purpose be, the agent of the City and shall have no power or authority to bind the City in any manner whatsoever.

C. This Agreement embodies and constitutes the entire understandings of the parties with respect to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

D. It is stipulated and agreed between the parties that this Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and any trial or other proceeding with respect to this Agreement shall take place in the State of Florida with venue in Orange County, Florida.

E. Captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

F. The City shall not be responsible for any contamination of solid waste pick-ups with recyclable materials.

G. The City has been induced by Franchisee to enter into this Agreement by submittal of that certain response to Request for Qualifications #21-007 dated May 11, 2021, said response being incorporated herein by reference and made a part of this Agreement. The Franchisee warrants and represents that the information submitted in said response to request for proposals remains true and correct as of the date hereof.

H. In the event of a conflict between the provisions of this Agreement and the terms of the RFQ, the provisions of this Agreement shall apply.

I. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. This Agreement is considered a non-exclusive Agreement between the parties.

Section 24. Waiver of Jury Trial.

Franchisee hereby voluntarily and intentionally waives the right to a trial by jury in respect to any litigation arising out of, under, or in connection with this Agreement or in connection with any course of conduct, course of dealing, statements (whether verbal or written) or action of either party, whether in connection with this Agreement or otherwise unrelated thereto. This Waiver of Jury Trial shall be binding upon all successors and assigns of the parties hereto.

Section 25. Severability.

If any part, section, subsection, or other portion of this Agreement except for the provisions of Section 12 hereof is declared void, unconstitutional, or invalid for any reason, such part, section, subsection or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Agreement, and all applications thereof not having been declared void, unconstitutional or invalid shall remain in full force and effect. The City and Franchisee declare that no invalid or prescribed provision or application was an inducement at the execution of this Agreement, and that they would have executed this Agreement, regardless of the invalid or prescribed provision or application. In the event any part, subsection or other portion of Section 12

hereof is declared void, unconstitutional, or invalid for any reason, then either party may terminate this Agreement upon at least ninety (90) days notice to the other party.

Section 26. Charter Compliance.

The franchise granted pursuant to this Agreement has been awarded following a public hearing on the proposed franchise preceded by at least thirty (30) days' notice of the hearing and the proposed action by publication once a week for four (4) consecutive weeks in a newspaper of general circulation in the City of Ocoee.

Section 27. Public Records

FLORIDA PUBLIC RECORDS LAW. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the RFQ and the responses thereto are in the public domain and are available for public inspection. Respondents are requested, however, to identify specifically any information contained in their Statements of Qualifications that they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Statements of Qualifications received in response to this RFQ become the property of the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the franchise agreement will become the exclusive property of the City.

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

1. Keep and maintain public records required by the City to perform the service.

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

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

4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of

the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.**

[Signature page to follow]

IN WITNESS WHEREOF, the **CITY OF OCOEE** has caused this Agreement to be executed by its Mayor and attested by its City Clerk, and has caused its seal to be hereto affixed; and the said Franchisee has caused this Agreement to be executed in its name by P. Frederick O'Dea, Jr., its Vice President & Secretary attested by William Dumas, its Assistant Secretary, and has caused the seal of said corporation to be hereunto affixed, all as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FRANCHISEE: HUBBARD CONSTRUCTION COMPANY D/B/A MID-FLORIDA MATERIALS

By: _____
P. Frederick O'Dea, Jr.
Vice President & Secretary

Attest: _____
William Dumas
Assistant Secretary

(SEAL)

Signed, sealed and delivered
in the presence of:

CITY OF OCOEE:

By: _____
Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

(SEAL)

For use and reliance only
by the City of Ocoee, Florida.
Approved as to form and legality
This 20th day of July, 2021.

Shuffield, Lowman & Wilson, P.A.

City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON July 18, 2021 UNDER AGENDA ITEM NO. 18

AON

Aon Risk Solutions

July 7, 2021

Obligee: City of Ocoee, Florida

Principal: Hubbard Construction Company

Reference: Bond # 016232876 - Exclusive Residential Construction & Demolition Debris Removal

As the Surety Company for Hubbard Construction Company, permission is hereby granted for the above obligee to add the Contract Date and Bond Date to the bond(s) and to similarly date the Surety powers, when the contract date is known. The bond date must not precede the contract date.

If you have any questions, please contact me at (212) 441-1000.

Sincerely,

Elizabeth K. Sterling, Attorney-in-Fact
Liberty Mutual Insurance Company

Aon Risk Services South, Inc.
3565 Piedmont Road, N.E., Suite 700, Atlanta, GA 30305 • tel: 404-261-3400 • fax: 404-261-3002

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204785-016072**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benjamin A. Stahl, Elizabeth K. Sterling, Megan K. Douaire, Wesley P. Williams

all of the city of Atlanta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of January, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of January, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7 day of July 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual. SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets

Cash and Bank Deposits	$2,058,007,542
*Bonds — U.S Government	2,209,760,437
*Other Bonds	15,902,755,586
*Stocks	18,517,107,230
Real Estate	193,169,809
Agents' Balances or Uncollected Premiums	6,970,170,469
Accrued Interest and Rents	118,399,147
Other Admitted Assets	12,079,597,645
Total Admitted Assets	**$58,048,967,865**

Liabilities

Unearned Premiums		$8,448,706,991
Reserve for Claims and Claims Expense		23,879,216,613
Funds Held Under Reinsurance Treaties		343,068,613
Reserve for Dividends to Policyholders		1,192,716
Additional Statutory Reserve		77,397,000
Reserve for Commissions, Taxes and Other Liabilities		6,279,510,804
Total		**$39,029,092,737**
Special Surplus Funds	$178,155,102	
Capital Stock	10,000,075	
Paid in Surplus	10,945,045,214	
Unassigned Surplus	7,886,674,737	
Surplus to Policyholders		**19,019,875,128**
Total Liabilities and Surplus		**$58,048,967,865**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

T A Mikolajewski

Assistant Secretary

S-1262LMIC/a 3/21

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

CLAUDETTE ALEXANDER HUNT

License Number : P134371

Resident Insurance License	**Issue Date**
• 0220 - GENERAL LINES (PROP & CAS)	02/21/2008

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at http://www.myfloridacfo.com/agents/.

Jeff Atwater
Chief Financial Officer
State of Florida

CONTRACT PERFORMANCE BOND
(Exclusive Residential Construction and Demolition Debris Removal Franchise Agreement)

KNOW ALL MEN BY THESE PRESENTS that Hubbard Construction Company, a Florida corporation, (hereinafter referred to as "Principal"), and Liberty Mutual Insurance Company, a corporation organized under the laws of the State of Massachusetts and licensed to do business in the State of Florida (hereinafter referred to as "Surety"), are held and firmly bound unto the **City of Ocoee, Florida**, as Obligee, (hereinafter referred to as "Obligee"), in the Penal Sum of Twenty Thousand Dollars ($20,000.00), for the payment of which sum well and truly made, Principal and Surety bind themselves, and their successors and assigns, jointly and severally, in accordance with the terms set forth herein.

Recitals

WHEREAS, Principal has by written agreement dated July 20, 2021 entered into a contract, with the Obligee titled "Exclusive Residential Construction and Demolition Debris Removal Franchise Agreement" (hereinafter referred to as the "Contract") for the purposes of establishing an exclusive franchise granted by the Obligee and accepted by the Principal for the residential construction and demolition debris removal within the corporate limits of the City of Ocoee; and

WHEREAS, the Contract identifies certain performance obligations of the Principal for a term of five (5) years commencing on August 1, 2021, which term may be extended for an additional two (2) years; and

WHEREAS, the Surety acknowledges receipt of good and valuable consideration for the obligations it assumes hereunder.

NOW, THEREFORE, it is agreed that the above Recitals are acknowledged to be true and are incorporated herein by reference.

This Contract Performance Bond is being issued by the Surety to secure the performance obligations of the Principal under the Contract and any additional extensions thereof. If the Principal shall well, truly and timely perform all the undertakings, covenants, terms, conditions, and agreements of said Contract, within the term of the Contract and all extensions thereof; and shall also well, truly and timely perform all undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made; and shall pay, compensate, indemnify and save harmless the said Obligee of and from any and all loss, damage and expense, caused by any breach or default by Principal under the Contract, including, but not limited to, liquidated damages, damages caused by delays in performance of the Principal, expenses, costs and attorneys' fees, including attorneys' fees incurred in appellate proceedings, that Obligee sustains resulting directly or indirectly from failure of the Principal to perform its performance obligations under the Contract, then the obligations of this Contract Performance Bond shall be null and void; otherwise, this Contract Performance Bond shall remain in full force and effect and Surety shall be liable to Obligee under this Contract Performance Bond in accordance with its terms.

The Surety's obligations to the Obligee hereunder shall be direct and immediate and not conditional or contingent upon Obligee's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (a) amendments or modifications to the Contract entered into by Obligee and Principal without the Surety's knowledge or consent; (b) waivers of compliance with or any default under the Contract granted by Obligee to Principal or by Principal to Obligee without the Surety's knowledge or consent; (c) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The United States Bankruptcy Code, as the same may be from time to time amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings; or (d) any other action taken by Obligee or Principal that would, in the absence of this clause, result in the release or discharge by

operation of law of the Surety from its obligations hereunder. Any changes in or under the Contract or noncompliance with any formalities connected with the Contract or changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes.

The Surety shall perform the obligations of the Principal under the Contract upon receipt of five (5) days written notice of the Principal's default. In the event that the Surety fails to fulfill its obligations under this Contract Performance Bond, then the Surety shall pay, indemnify and save the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, caused directly or indirectly by the Principal's default(s) and the Surety's failure to fulfill its obligations hereunder. This Contract Performance Bond and its obligations shall survive the termination or cancellation of the Contract. The payment and indemnification obligations set forth in this paragraph shall be limited by the Penal Sum of this Contract Performance Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 20th day of July, 2021, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered
in the presence of:

Hubbard Construction Company Principal

By: P. Frederick O'Dea (SEAL)

P. Frederick O'Dea, Jr.

Vice President & Secretary (Official Title)

Liberty Mutual Insurance Company Surety

By: Elizabeth K. Sterling (SEAL)

Elizabeth K. Sterling, Attorney-in-Fact (Official Title)

(Countersigned by Florida Registered Agent) Claudette Alexander Hunt,
FL Resident Agent License # P134371

NOTES: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Surety shall execute and attach a certified copy of Power of Attorney Appointing Individual Attorney-In-Fact for execution of Performance Bond on behalf of Surety.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204785-016072**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benjamin A. Stahl, Elizabeth K. Sterling, Megan K. Douaire, Wesley P. Williams

all of the city of Atlanta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of January, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of January, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of July, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets

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Unassigned Surplus	7,886,674,737	
Surplus to Policyholders		**19,019,875,128**
Total Liabilities and Surplus		**$58,048,967,865**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

T A Mikolajewski

Assistant Secretary

S-1262LMIC/a 3/21

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2021

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Hubbard Construction Co. DBA Mid-Florida Materials 1936 Lee Road Winter Park, FL 32789	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Zurich American Insurance Company — 16535 INSURER B: XL Specialty Insurance Company — 37885 INSURER C: American Zurich Insurance Company — 40142 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W21591262 **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: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		GLO0184998-05	10/01/2020	10/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		BAP0184997-05	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [X] DED [ ] RETENTION $ 10,000	Y		US00064220LI20A	10/01/2020	10/01/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [No] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0184999-05	10/01/2020	10/01/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Umbrella Extends over the General Liability, Auto Liability and Workers' Compensation Employers' Liability.

City of Ocoee is included as an Additional Insured as respects to General Liability where required by contract and Auto Liability where required by contract.

General Liability and Auto Liability policies shall be Primary to any other insurance in force for or which may be

CERTIFICATE HOLDER

City of Ocoee
150 N. Lakeshore Drive
Ocoee, FL 34761-2258

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Charlie T. Draper

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Midwest, Inc.	Hubbard Construction Co. DBA Mid-Florida Materials 1936 Lee Road Winter Park, FL 32789
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

purchased by Additional Insured.

Umbrella is follow-form Primary policies, including Additional Insured and Primary.

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The ACORD name and logo are registered marks of ACORD

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

ZURICH®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO0184998-05	Effective Date: 10/01/2020

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you

A. Section **II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO0184998-05	Effective Date: 10/01/2020

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss,except where such requirement is prohibited by law.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Other Insurance Amendment – Primary And Non-Contributory

ZURICH®

Policy No.	Eff. Da20 of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO0184998-05	10/1/2019	10/1/2021		74044-00	Included	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Eurovia USA, Inc.

Address (including ZIP Code):1936 Lee Road, Winter Park, FL 32789

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions:**

   This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions:**

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP0184997-05	10/01/2020	10/01/2021		74044-000	Included	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage:**

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos:**

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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CITY OF OCOEE

REQUEST FOR QUALIFICATIONS (RFQ) #21-007

EXCLUSIVE FRANCHISE FOR RESIDENTIAL CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL



TABLE OF CONTENTS
RFQ #21-007
EXCLUSIVE FRANCHISE FOR RESIDENTIAL CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL

RFQ DOCUMENTS

Section	Page
Legal Advertisement	3
RFQ Instructions	4 - 6
General Terms & Conditions	7 - 15
Summary of Litigation, p. 16*	
Acknowledgement of Addenda, p.16*	
Equipment Listing, p. 16*	
References/Experience, p. 17*	
*Contract References Contact Information, *18*	
*Clarifications & Exceptions to Franchise Agreement, *19*	

SCOPE OF WORK, AND PROPOSED FRANCHISE AGREEMENT

Section	Page
Submittals/Evaluation Criteria	20-21
Exhibit A – Scope of Work	22
Exhibit B – *Conflict of Interest Disclosure Form**	23
Exhibit C –*Company Information and Signature Sheet**	24
Exhibit D – Proposed Franchise Agreement	25-36

*Submit with Response

End Table of Contents

Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFQ #21-007 EXCLUSIVE FRANCHISE FOR RESIDENTIAL CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL.** Qualification packages will only be accepted electronically through Negometrix4, a free e-Procurement platform, **until 3:00 pm, local time, on May 11, 2021.** Qualification packages received after that time or through any other method will not be accepted under any circumstances. Qualification packages that have been timely received will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at https://www.ocoee.org/959/Public-Bid-Meetings. All questions regarding this RFQ should be in writing to Joyce Tolbert, CPPB, Procurement Manager, Finance Department/Purchasing jtolbert@ocoee.org. No Pre-submittal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting statements of qualifications at no charge through Negometrix4 by accessing the City's published solicitation page at https://app.negometrix.com/buyer/748. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Negometrix platform. Melanie Sibbitt, City Clerk, Orlando Sentinel April 18, 2021.

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS (RFQ) # 21-007
EXCLUSIVE FRANCHISE FOR RESIDENTIAL
CONSTRUCTION & DEMOLITION DEBRIS REMOVAL

A. The City of Ocoee, Florida (City), in conformance the policies and procedures of the City of Ocoee (City) is soliciting statements of qualifications from qualified companies (Respondent, Firm, Bidder, Proposer) to provide residential construction and demolition debris removal services within the corporate limits of the City of Ocoee, Florida.

B. Respondents shall submit one (1) complete electronic copy of their statement of qualifications, preferably in a single file on the Negometrix4 platform. **Financial Statements should be uploaded separately from your qualification package on the Negometrix4 platform**. Qualification packages must be received by Negometrix4 no later than **3:00 p.m. (local time) on May 11, 2021.** Any qualification package received after the above-noted time will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the qualifications package **uploaded and submitted** on the Negometrix4 e-procurement platform prior to the due date and time.

File Uploads - All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Respondents will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

C. Prospective respondents may secure a free copy of the documents required for submitting a response through Negometrix's Negometrix4 platform by accessing the City's published solicitation page at https://app.negometrix.com/buyer/748. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Negometrix4 platform. Partial sets of the documents required for submitting a statement of qualifications will not be issued. By using Negometrix, prospective respondents will be provided with all information regarding this RFQ, all addendums and changes to the project requirements; there is no charge to use the Negometrix e-procurement platform.

The City utilizes Negometrix, an e-procurement platform, Negometrix4 version. The City is **ONLY** accepting electronic solicitation responses online through the City's Negometrix4 platform at https://app.negometrix.com/buyer/748. 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 responses for this bid **MUST** be submitted through the Negometrix4 platform. Bid/RFP/RFQ submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be

accepted. **There is no charge to use the Negometrix electronic bid submission platform.**

Registration with Negometrix is free and is required prior to submitting a RFQ response. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the RFQ submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@negometrix.com.

Once your company is registered with Negometrix, you will be able to submit your bid/proposal/qualification statement securely, anytime before the bid deadline, at https://app.negometrix.com/buyer/748 by clicking the PARTICIPATE BUTTON under the solicitation. Qualification Statements submitted on Negometrix4 will remain locked and inaccessible by City staff until the bid deadline. Respondents are encouraged to allow ample time to upload and submit your Response as the system will automatically lock responses upon the bid deadline. A virtual public RFQ opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings

D. Pre-Proposal Conference: None scheduled at this time.

E. Responses will be reviewed by an evaluation committee appointed by the City Manager and will be ranked in accordance with the established evaluation criteria. Date, time, and location of any scheduled evaluation committee meeting(s) for this RFQ will be noticed publicly and on Negometrix4. The evaluation committee shall supply a ranked list of the proposing firms and a recommendation regarding which firm(s) should be selected by the City Commission. The franchise agreement may be awarded to multiple Respondents, as determined by the City Commission, according to the evaluation criteria listed in this RFQ. Please be aware that all City Commission meetings are duly noticed public meetings and that all documents submitted to the City as a part of a response to a solicitation constitute public records under Florida law. Action on qualification packages is expected to be taken by the City Commission within ninety (90) days of the submission opening date; however, no guarantee or representation is made herein as to the time between receipt of the qualification package and subsequent City Commission action. A more detailed schedule is given below.

F. All Respondents shall thoroughly examine and become familiar with this RFQ package and carefully note the items specifically required for submission of a complete Statements of Qualifications. The City will receive questions regarding this RFQ only through the Negometrix4 platform in the Question & Answer tab or written inquires directed to Joyce Tolbert, CPPB, Procurement Manager at jtolbert@ocoee.org. Deadline for receipt of written inquiries will be **May 4, 2021 at 3:00 p.m., local time.** Any clarifications/changes will be only through written addenda issued by the Procurement Manager. Respondents should not contact City staff, with the exception of the Procurement Manager. In addition, no contact is permitted with the City Commission, or other City consultants for information regarding this RFQ before the franchise agreement award date. Any contact with any other member of the City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification

G. **Submission of Statements of Qualifications shall constitute an acknowledgment that the Respondent has complied with the instructions of this RFQ**. The failure or neglect of a Respondent to receive or examine a document shall in no way relieve it from any obligations under its Statements of Qualifications or the franchise agreement. No claim for additional compensation will be allowed based upon a lack of knowledge or understanding of any of the contract documents or the scope of services. Statements of Qualifications shall be in compliance with the contract documents and scope of services. **All costs to prepare and submit a response shall be the responsibility of the Respondent and the City shall make no reimbursement of any kind.**

H. Any response by the City to a request for information or correction will be made in the form of a written addendum, which will be distributed via Negometrix4. It shall be the responsibility of each Respondent to obtain a copy of all issued addenda. The City reserves the right to issue addenda concerning the date and time when Statements of Qualifications acceptance shall close at any time up to the date and time set for Statements of Qualifications closing. In this case, responses that have been received by the City prior to such an addendum being issued will be returned to the Respondent, if requested, unopened. **In case any Respondent fails to acknowledge receipt of any such addendum in the space provided in the RFQ documents, its response will nevertheless be construed as though the addendum had been received and acknowledged. Submission of Statements of Qualifications will constitute acknowledgment of the receipt of the RFQ Documents and all addenda**. Only interpretations or corrections provided by written addenda shall be binding on the City. Respondents are cautioned that any other source by which a Respondent receives information concerning, explaining, or interpreting the RFQ Documents shall not bind the City.

I. Any of the following causes may be considered sufficient for the disqualification and rejection of a Statements of Qualifications:

a) Submission of more than one (1) response for the same work by an individual, firm, partnership, or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships, or corporations under common control may be considered to be the same entity;
b) Evidence of collusion between or among the Respondents;
c) Being in arrears on any existing contracts with the City or in litigation with the City, or having defaulted on a previous contract with the City;
d) Poor, defective, or otherwise unsatisfactory performance of work for the City or any other party on prior projects that, in the City's judgment and sole discretion, raises doubts as to the Respondent's ability to properly perform the services; or
e) Any other cause that, in the City's judgment and sole discretion, is sufficient to justify disqualification of Respondent or the rejection of its Statements of Qualifications.

J. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME).** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a qualification statement on an award to provide any goods or services to a public entity, may not submit a response on an award with a public entity for the construction or repair of a public building or public work, may not submit qualification statements on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under an 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 Florida Statute 287.133 (2) (a).]

K. **FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the RFQ and the responses thereto are in the public domain and are available for public inspection. **Respondents are requested, however, to identify specifically any information contained in their Statements of Qualifications that they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law**. All Statements of Qualifications received in response to this RFQ become the property of the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the franchise agreement will become the exclusive property of the City.

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

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.**

L. **ACCEPTANCE AND AWARD. The City reserves the right to accept or reject any or all responses, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any Statements of Qualifications, or to re-advertise for new qualifications. The City may accept any item or group of items of any response, unless the Respondent qualifies its Statements of Qualifications by specific limitations. The City may accept one or more responses 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 a franchise agreement to the Respondent(s) which, in the City's sole discretion, is (are) the most responsive and responsible. The City reserves the right, as an aid in determining which responses are responsible, to require a Respondent to submit such additional evidence of Respondent'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 Respondent, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all responses for acceptance and award.

(Remainder of page left blank intentionally).

RFQ #21-007 GENERAL TERMS & CONDITIONS:

1. **BID/PROPOSAL SECURITY:**

None Required.

2. **PERFORMANCE BOND:**

The Franchisee(s) shall, without expense to the City, furnish a performance bond in a form acceptable to the City as security for the performance of the franchise agreement. Said performance bond will be in the amount of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00). All premiums for the performance bond shall be paid by the Franchisee. This performance bond shall be written by a surety company licensed to do business in the State of Florida and approved by the City and shall be maintained in full force and effect throughout the term of the franchise agreement.

3. **PATENT INDEMNITY:**

Except as otherwise provided, the successful respondent agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and persons employed or utilized by the Respondent in the performance of this contract. Further, the Respondent shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials.

4. **AWARD CRITERIA**:

The franchise agreement will be awarded to multiple Respondents, as determined by the City Commission, according to the evaluation criteria listed in this RFQ.

5. **BID PROTESTS:**

All Bid Protests shall be submitted to the Procurement Manager in the following manner:

1. A Bidder shall file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.

2. A bid protest shall be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall

clarify all questions concerning the design documents of the project prior to submitting its bid.

3. The content of the bid protest shall fully state the factual and legal grounds for the protest and the legal basis for the relief requested.

4. The bid protest shall be filed with the Procurement Manager not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.

5. The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

6. SAFETY REQUIREMENTS:

The Respondent guarantees that the services to be performed and the goods to be provided herein shall comply with all applicable federal, state, and local laws, ordinances, regulations, orders, and decrees, including, without limitation, such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

a) All Franchisees are required to comply with the Code of Federal Regulations (CFR) provisions found in U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910-General Industry Standards that are applicable in construction work.
b) The Franchisee is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
c) The Franchisee must assure that a certified first aid person is designated, phone numbers of physicians, hospital, and ambulance services are posted (copy to Personnel Director, City of Ocoee), and that a first aid kit is available.
d) The Franchisee shall provide personal protective equipment that may be required for jobs in progress.
e) The Franchisee shall observe the speed limit on City property.
f) All heavy equipment must have, where applicable: (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (e) fire extinguisher, and (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.

7. DRUG-FREE WORKPLACE:

Provide a statement concerning the Respondent's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program.

8. CONTRACT:

The successful Respondent(s) will be required to enter into a Franchise Agreement with the City. The proposed Franchise Agreement is attached. All applicable laws and

regulations of the United States, the State of Florida, and the City of Ocoee will apply to any resulting Agreement. By entering into this contract, the awarded bidder is obligated to comply with the provisions of Section 448.095, Fla. Statutes, "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

9. **CERTIFICATION OF NON-SEGREGATED FACILITIES**

a) Respondent certifies that it does not and will not maintain or provide any segregated facilities for the Respondent's employees at any of the Respondent's establishments, and that Respondent does not permit Respondent's employees to perform their services at any location under the Respondent's control where segregated facilities are maintained. Respondent agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of its qualification statement. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms, other storage and dressing areas, parking lots, or drinking facilities provided for employees that are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. Respondent agrees that (except where Respondent has obtained identical certification from proposed contractors for specific time periods) Respondent will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding $10,000 that are not exempt from the provisions of the Equal Opportunity clause, and that Respondent will retain such certifications in Respondent's files.

b) The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.

10. **CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION**:

a) Respondent declares that the only persons or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of a contract for the described services.

b) Respondent certifies that no City Commissioner, other City Official, or City employee directly or indirectly owns assets or capital stock of the Responding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit applies to any members of his or her immediate family)

c) Respondent certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position

with the City. In the event that a conflict of interest is identified in the provision of services, Respondent agrees to immediately notify the City in writing. **Respondent must submit the attached Conflict of Interest Statement.**

d) Respondent further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFQ has occurred, and that the proposal is made according to the provisions of the RFQ documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFQ documents.

e) Respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Respondent offers and agrees that if this negotiation is accepted, the Respondent will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Respondent. The proposal constitutes a firm and binding offer by the Respondent to perform the services as stated.

11. PUBLIC ENTITY CRIME STATEMENT:

a) All bids, as defined by Section 287.012(11), Florida Statutes, requests for bids, as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

b) All Respondents that submit a Statements of Qualifications to the City of Ocoee are guaranteeing that they have read the previous statement and by signing the submitted documents are qualified to do so under Section 287.133, (2)(a), Florida Statutes.

12. PERMITS/LICENSES/FEES:

a) Any permits, licenses or fees required will be the responsibility of the Franchisee; no separate payments will be made. Permit fees are waived for any City of Ocoee permits required.

b) The City requires a City of Ocoee contractor registration if permitting is required. Please contact the City's Building Department at (407)905-3100 extension 1000, directly for information concerning this requirement.
c) Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the Franchisee.

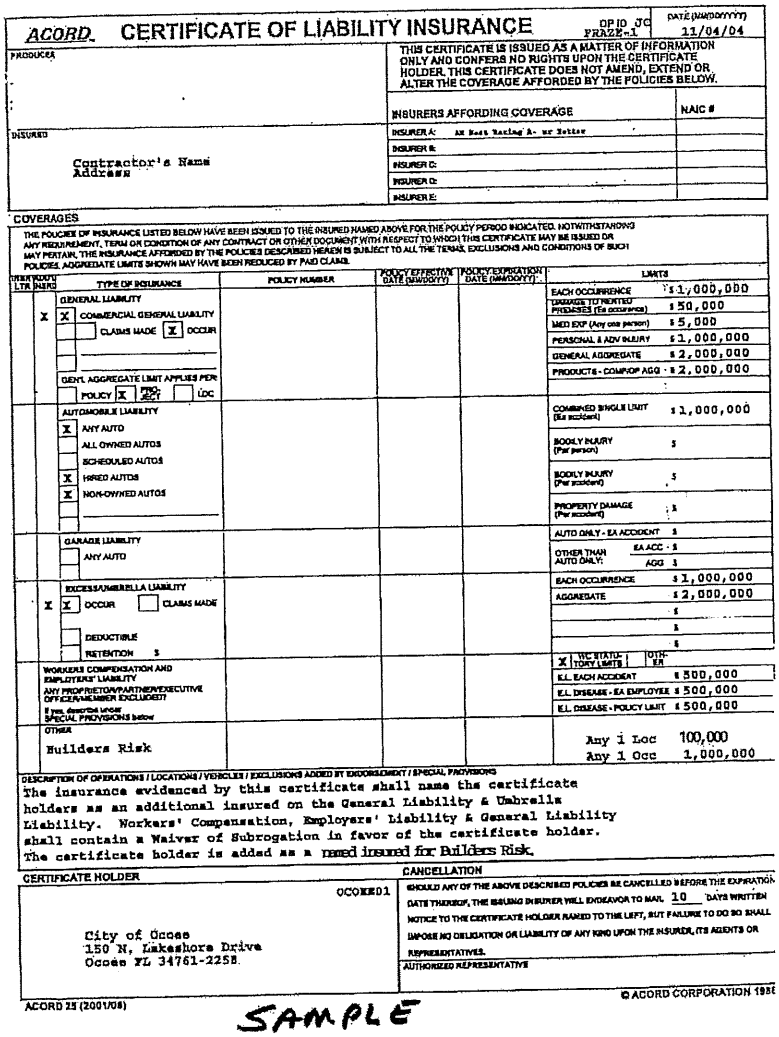
13. **STANDARD INSURANCE REQUIREMENTS:**

The Franchisee shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Franchisee allow any Subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Franchisee and/or subcontractor providing such insurance.
b) Workers' Compensation Insurance: The Franchisee shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of $500,000/$500,000/$500,000 for all the Franchisee's employees connected with the work of this project and, in the event any work is sublet, the Franchisee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Franchisee. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under the franchise agreement for the City is not protected under the Workers' Compensation statute, the Franchisee shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Franchisee's employees not otherwise protected.
   - Include Waiver of Subrogation in favor of the City of Ocoee
c) Franchisee's Public Liability and Property Damage Insurance: The Franchisee shall obtain during the life of the franchise agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Franchisee and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the franchise agreement whether such operations be by the Franchisee or by anyone directly or indirectly employed by the Franchisee, and the amounts of such insurance shall be the minimum limits as follows:
   1) Automobile Bodily Injury Liability & Property Damage Liability
      - $1,000,000 Combined single limit per occurrence (each person, each accident)
      - All covered automobile will be covered via symbol 1
      - Liability coverage will include hired & non-owned automobile liability
      - Include Waiver of Subrogation in favor of The City of Ocoee

2) Comprehensive General Liability (Occurrence Form) - this policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Franchisee is primary and non-contributory.
   - $2,000,000 GENERAL AGGREGATE
   - $2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
   - $1,000,000 PER OCCURRENCE
   - $1,000,000 PERSONAL & ADVERTISING INJURY
   - Include Waiver of Subrogation in favor of the City of Ocoee
3) Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Franchisee shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Franchisee's policy, as specified above.
4) Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent contractors and are directly imposed because of the named insured's general supervision of the independent contractor. The Franchisee shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.
5) Contractual Liability: If the project is not bonded, the Franchisee's insurance shall also include contractual liability coverage to insure the fulfillment of the franchise agreement. **NOTE: FOR PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 AGGREGATE
6) Commercial Umbrella:
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 Aggregate
   - Including Employer's Liability and Contractual Liability
7) Builders Risk: As applicable for construction projects:
   - $100,000 Any (1) Location
   - $1,000,000 Any (1) Occurrence
8) Certificates of Insurance: Certificate of Insurance Form (see sample below), naming the City of Ocoee as an additional insured will be furnished by the Franchisee upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:
   i) The name of the Insured Franchisee, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date.
   ii) Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

(Remainder of page left blank intentionally)



ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID JC
PAGE - 1

DATE (MM/DD/YYYY)
11/04/04

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE — NAIC #

INSURED

Contractor's Name
Address

INSURER A: AM Best Rating A- or Better
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X	X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC				EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 50,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000
		AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
X	X	EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ 1,000,000 AGGREGATE $ 2,000,000 $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT $ 500,000 E.L. DISEASE - EA EMPLOYEE $ 500,000 E.L. DISEASE - POLICY LIMIT $ 500,000
		OTHER Builders Risk				Any 1 Loc 100,000 Any 1 Occ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.

CERTIFICATE HOLDER

OCOKED1

City of Ocoee
150 N. Lakeshore Drive
Ocoee FL 34761-2258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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SAMPLE

14. **SUMMARY OF LITIGATION:**

Provide a summary of any litigation, claim(s), bid disputes, or contract dispute(s) filed by or against the Respondent in the past three (3) years that is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. (Attach additional sheets, if necessary)

See attached

15. **ACKNOWLEDGMENT OF ADDENDA:**

Respondent acknowledges receipt of the following addenda:

No. N/A Dated _____
No. _____ Dated _____
No. _____ Dated _____

16. **EQUIPMENT LISTING:**

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

See attached

17. **REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:**

The Respondent shall complete the following blanks regarding experience with similar type of work. Respondent must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three (3) years.

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

See attached similar Experience

Have you any similar work in progress at this time? Yes X No ___.
Length of time in business 101 years _____ months.

Bank or other financial references:

See Financial s attached

(Attach additional sheets if necessary)

RESPONDENT: Hubbard Construction Company

18. CONTRACT REFERENCES CONTACT INFORMATION

List below firms with whom you have contracted for solid waste collection services within the past or with whom you are presently contracting.

1. COMPANY NAME: _____

   ADDRESS: See attached list of references

   _____

   CONTACT PERSON: _____

   PHONE NO.: _____

   _____

2. COMPANY NAME: _____

   ADDRESS: _____

   _____

   CONTACT PERSON: _____

   PHONE NO.: _____

   _____

3. COMPANY NAME: _____

   ADDRESS: _____

   _____

   CONTACT PERSON: _____

   PHONE NO.: _____

RESPONDENT: Hubbard Construction Company

19. CLARIFICATIONS AND EXCEPTIONS TO FRANCHISE AGREEMENT

1. Do you have any clarifications and exceptions to the proposed Franchise Agreement?

_____ Yes X No

If yes, will you enter in the Franchise Agreement if the City does not accept any of the exceptions/changes requested?

_____ Yes X No

If yes, state below all clarifications and exceptions.

20. **SUBMITTALS:**

Qualifications packages should be designed to portray to the City how the respondent's services can best match the knowledge, skills, and abilities suggested by the anticipated Scope of Services given above. In order for the City to evaluate the qualification package, each Respondent should provide information relative to their ability to provide services that will best meet the needs of the City. The submission materials should include the following, and missing material may cause your submission to be evaluated accordingly:

Each Statements of Qualifications shall contain the following either on this form or on separate signed and numbered sheets attached to this form:

1. A statement of experience and qualifications in waste management and residential construction and demolition debris removal services. Attached list of References

2. A description of equipment and reserve equipment proposed to be used to service the accounts within City of Ocoee under the terms of the franchise agreement. Include a description of the proposed dumpsters and containers. Attached list of equiment

3. Whether the proposed equipment to be used is currently owned or leased by the Proposer and whether it will be owned or leased during the term of the franchise. If leased, indicate the lessor of the proposed equipment. All equipment owned

4. Indicate whether within the past three (3) years you had a franchise or other agreement terminated by a governmental entity due to a default or alleged default? If yes, provide explanation. No

5. List all franchise and other agreements which you currently have in place with governmental entities within the State of Florida. If more than five (5), list the five largest accounts. See attached

6. If you have any clarifications or exceptions to the form of franchise agreement, so indicate on a separate sheet labeled "Clarifications and Exceptions to Franchise Agreement". If you have clarifications and exceptions, indicate if you will enter into the franchise agreement as prepared by the City if the City does not accept any exceptions or changes requested. None

7. Use the attached Contract References Form to provide three references with which you have contracted for solid waste commercial and multi-family collection services. Attached page 18 references

8. Attach a copy of a valid business or occupational license. Attached

9. Attached the forms listed on Table of Contents and included with this RFQ required to be submitted with your response. Also attach your company's Drug-Free Workplace program. Attached Drug Free Workplace

10. Attach a current Financial Statement in a <u>separate uploaded file</u>. The financial statements will be kept confidential as they are exempt from the Florida public records law, and will be destroyed/deleted within five (5) days after award of the franchise.

Attached

21. **EVALUATION CRITERIA:**

The City shall select the responses which is determined to meet the best interest of the City based on the following factors:

1. The proven ability of the Proposer to efficiently provide residential construction and demolition debris services including verifiable references for the past (3) years. **(0 - 40 points)**

2. The type and amount of equipment proposed to be used by the Proposer; **(0 - 30 points)**

3. The financial stability of the Proposer; (**0 - 30 points)**

Responses will be reviewed by an evaluation committee appointed by the City Manager and will be ranked in accordance with the established evaluation criteria. Date, time, and location of any scheduled evaluation committee meeting(s) for this RFQ will be noticed publicly and on Negometrix4. The evaluation committee shall supply a ranked list of the proposing firms and a recommendation regarding which firm(s) should be selected by the City Commission. The franchise agreement may be awarded to multiple franchisees, as determined by the City Commission, according to the evaluation criteria listed in this RFQ. Please be aware that all City Commission meetings are duly noticed public meetings and that all documents submitted to the City as a part of a response to a solicitation constitute public records under Florida law.

The City reserves the right, before awarding the franchise agreement, to require a Respondent to submit such additional evidence of its qualifications, as the City may deem necessary. The City shall be the sole judge of the competency of Respondents. All successful Respondents shall be required to execute an agreement that provides, among other things, for all plans, drawings, reports, and specifications resulting from Respondent's services to the City are to become the property of the City.

Award, if made, will be to the responsible and qualified Respondent whose Statements of Qualifications is responsive to this Invitation and is in the best interest of the City based on the factors set forth in this RFQ, City Ordinances and in the franchise agreement.

The award of the franchise pursuant to this RFQ is subject to the provisions of the Charter of the City requiring a public hearing preceded by at least thirty (30) days notice of the hearing and the proposed action by publication once a week for four (4) consecutive weeks in a newspaper of general circulation in the City of Ocoee.

Within ten (10) days after written notice of award you will be required to submit the following: (1) Executed Franchise Agreement in the form attached with any clarifications and exceptions agreed to by the City; (2) Evidence of insurance in compliance with the Franchise Agreement; and (3) Executed Performance Bond.

EXHIBIT A
SCOPE OF WORK
RFQ #21-007
EXCLUSIVE FRANCHISE FOR RESIDENTIAL
CONSTRUCTION & DEMOLITION DEBRIS REMOVAL

This is an Invitation for statements of qualifications for the exclusive provision of Residential Construction and Demolition Debris Removal within the corporate limits of the City of Ocoee, Florida, as defined in chapter 403.703 Florida Statutes as amended from time to time, from residential locations where the volume of debris is sufficient to require the use of a roll-off or other similar on-site storage container, as determined by the City. The City has complied with the provisions of Section 403.70605, Florida Statutes, and approved on June 7, 2011 to proceed with the residential construction and demolition debris removal franchise. Pursuant to Section 143-12 of Chapter 143 of the Code of Ordinances of the City of Ocoee, the City seeks to enter into a franchise agreement with multiple persons or entities, as determined by the City Commission, to provide the aforementioned services within the City. Note this RFQ does not include *commercial* construction and demolition debris removal.

The estimated total revenue for this franchise is $75,000 - $100,000. The term of the existing Franchise expires June 7, 2021. The term of this new Franchise is to commence on or around July 2021. The Franchisee shall pay to the City a franchise fee equal to twenty percent (20%) of the fees and charges actually collected by the Franchisee from customers for services rendered pursuant to the franchise granted by the City. Franchise fees will begin after the first full month's billings. The rates to be charged for the residential construction and demolition debris removal services will be as reasonably determined by the franchisee(s).

Residential Premises:
1. New or existing single-family residential units.
2. New or existing multiple-family residential units containing fewer than four single-family residential units.

(Remainder of page left blank intentionally)

ocoee
florida

RFQ CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: 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 Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer 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, Proposer 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, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

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

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

X _____ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

Hubbard Construction Company

Firm Name

P. Frederick O'Dea

Signature

P. Frederick O'Dea, Jr., Secretary & VP

Name and Title (Print or Type)

5/10/2021

Date

Exhibit C

RFQ #21-007 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR STATEMENTS OF QUALIFICATIONS. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING FRANCHISE AGREEMENT WITH THE CITY OF OCOEE.

Hubbard Construction Company — COMPANY NAME

407-645-5500 — TELEPHONE (INCLUDE AREA CODE)

407-623-3865 — FAX (INCLUDE AREA CODE)

mike.stacey@hubbard.com — E-MAIL ADDRESS

P. Frederick O'Dea — AUTHORIZED SIGNATURE (manual)

P. Frederick O'Dea, Jr., Secrtary & VP — NAME/TITLE (PLEASE PRINT)

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

1936 Lee Road — STREET ADDRESS

Winter Park FL 32789 — CITY STATE ZIP

FEDERAL ID # 59-0594298

____Individual X ____Corporation ____Partnership ____Other (Specify)_____

Sworn to and subscribed before me this 10th day of May, 20 21.

Personally Known X or

Produced Identification N/A

_____ (Type of Identification)

Notary Public - State of Florida

County of Orange

Signature of Notary Public

Wendy J Vickery — Printed, Typed or Stamped Commissioned Name of Notary Public

WENDY J VICKERY
Notary Public - State of Florida
Commission # GG 315393
My Comm. Expires Jun 19, 2023
Bonded through National Notary Assn.

Updated 01/01/21

Hubbard Construction Company
List of Public Contract Litigation (Last 5 Years)

Project No.	Year Completed	Counterparty	Project Owner	Project	Description
20121	2017	Florida Department of Transportation	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947 Mr. Alan Autry Alan.autry@dot.state.fl.us	SR21 (Blanding Blvd)	Hubbard filed a complaint 01/14/2019 for breach of contract due to significant and numerous delays by Owner which increased the cost of Hubbard's work. Settled before trial and Hubbard withdrew complaint.
20122	2017	Florida Department of Transportation	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947 Mr. Alan Autry Alan.autry@dot.state.fl.us	SR10 (Atlantic Blvd)	Hubbard filed a complaint 01/14/2019 for breach of contract due to significant and numerous delays by Owner which increased the cost of Hubbard's work. Settled before trial and Hubbard withdrew complaint.
70039	2017	AKCA, Inc.	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947 Mr. Alan Autry Alan.autry@dot.state.fl.us	SR-9/I-95 Express Lanes	Hubbard directed its subcontractor to complete warranty work per the subcontract. Subcontractor refused. Hubbard completed the work and set off the cost to complete. Subcontractor sued Hubbard and its payment bond surety for alleged monies due. In late 2018 the court granted Hubbard's motion to dismiss and compel arbitration and stayed case vs. surety pending outcome of arbitration. Parties are in initial stages of arbitration process. Owner is not a party to the case.
GDOT CSSNHS-008-00(256)	2018	LBH Engineers	Georgia Dept. of Transportation One Georgia Center 600 West Peachtree NW Atlanta, GA 30308 404-631-1990 Steven Lively	Northwest Corridor Express Lanes (GA)	Hubbard was a minority JV partner with Archer Western on this public highway project for the GDOT. The project is completed. LBH has sued Hubbard (along with the JV, the designer, and other parties) for alleged patent infringement related to the design of partially poured concrete beams. Owner is also a named defendant in the case but was dismissed on motion.
70039	2018	Central Florida Underground	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947 Mr. Alan Autry	SR-9/I-95 Express Lanes	Central Florida Underground ("CFU") recently filed for binding arbitration under the AAA for outstanding retainage held by Hubbard to complete the subcontractor's scope of work. CFU failed to pressure test jack and bore pits as required by DOT

			Alan.autry@dot.state.fl.us		specifications and Hubbard was forced to spend exponentially more cost to test the pipes after installation. The case was settled prior to arbitration in September 2020.
70039	2016	Fidelity & Deposit Company of Maryland	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947 Mr. Alan Autry Alan.autry@dot.state.fl.us	SR-9/I-95 Express Lanes	Hubbard defaulted and terminated its subcontractor for signalization, lighting and ITS work on the project. Subcontractor's surety, F&D, completed the subcontractor's work and a dispute arose between Hubbard and F&D over monies allegedly owed to F&D and damages suffered by Hubbard as a result of the subcontractor's default. Discovery in progress. Owner is not a party to case.
GDOT CSSNHS-008-00(256)	2018	Parsons RECo Berkel Tricore	Georgia Dept. of Transportation One Georgia Center 600 West Peachtree NW Atlanta, GA 30308 404-631-1990 Steven Lively	Northwest Corridor Express Lanes (GA)	Hubbard was a minority JV partner with Archer Western on this public highway project for the GDOT. The project is completed. In September 2020, JV initiated arbitration proceedings against several parties associated with the construction of MSE walls and related defect repairs and delays. Owner is not a party to this case.
GDOT CSSNHS-008-00(256)	2018	Hubert Properties	Georgia Dept. of Transportation One Georgia Center 600 West Peachtree NW Atlanta, GA 30308 404-631-1990 Steven Lively	Northwest Corridor Express Lanes (GA)	In early 2020, Hubert Properties sued GDOT for trespass (using more property than taken in government condemnation). GDOT tendered defense to the JV under indemnity obligations. Discovery is just beginning.
E4K49 6073	2015	Ranger Construction	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947 Mr. Alan Autry Alan.autry@dot.state.fl.us	I-95 Express Lanes from North of Golden Glades to South of Broward Boulevard	Ranger was a subcontractor to Hubbard that performed paving work on unit prices. Due to extended project durations (caused by other issues outside Hubbard's control), Ranger has argued it is entitled to escalated unit rates. In August 2020, Ranger sued Hubbard and initial discovery has just begun. Owner is not a party to this case.

No stop notices have been filed and no terminations for cause have occurred on work undertaken by Hubbard Construction Company. A few projects have recently been suspended by owners due to impacts caused by COVID-19 and Hubbard Construction Company is cooperating with Owner directives to mitigate those impacts and continue work as soon as possible.

Hubbard Construction Company performs over $200,000,000 of construction each year and from time to time and in the ordinary course of its business is subject to various claims, disputes, termination, arbitrations, and other legal proceedings which are customary in the industry. This list does not include customary project-level disputes, efforts to secure payment from outstanding debtors, or other personal injury or other covered insurance claims (that are handled by the Company's general liability carrier).

Equipment Listing:

2021	Mack	64FR	Roll-Off (Owned)
2021	Mack	64FR	Roll-Off (Owned)
2021	Mack	64FR	Grapple Truck (Owned)
2020	Kenworth	T880	Roll-Off (Owned)

Hubbard Construction Company

Similar Experience

DR Horton/Bentwood	March, 2018 thru December, 2020	$92,035
Meritage /McAlister	September, 2018 thru March, 2021	$242,265
Pulte/Del Webb	October, 2020 thru March, 2021	$221,110

Contact References Contact Information

DR HORTON

10192 Dowden Rd Orlando FL 32832

Jessica Scolaro

407-856-6023

MERITAGE HOMES

5337 Millenia Lakes Blvd. Suite 235 Orlando FL 32839

Aaron Lambert

407-284-4163

PULTE HOMES

4901 Vineland Rd. Suite 500 Orlando FL 32811

Sammy Siciliano

407-661-4719

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

KANADAY, JOSEPH MICHAEL

HUBBARD CONSTRUCTION COMPANY
PO BOX 547217
ORLANDO FL 32854

LICENSE NUMBER: CGC059695

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

2020 **EXPIRES 9/30/2021** 3100-1119265

3100 VEHICLE STORAGE $40.00 20 EMPLOYEES

TOTAL TAX	$40.00
REGULATED WASTE	$50.00
PREVIOUSLY PAID	$90.00
TOTAL DUE	$0.00

CAHILL ALLAN

HUBBARD CONTRUCTION COMPANY
CAHILL ALLAN
1936 LEE ROAD
WINTER PARK FL 32789

303 W LANDSTREET RD
U - ORLANDO, 32824

PAID: $90.00 0099-00970292 9/21/2020

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2020 **EXPIRES 9/30/2021** 3100-1119265

3100 VEHICLE STORAGE $40.00 20 EMPLOYEES

TOTAL TAX	$40.00
REGULATED WASTE	$50.00
PREVIOUSLY PAID	$90.00
TOTAL DUE	$0.00

CAHILL ALLAN

HUBBARD CONTRUCTION COMPANY
CAHILL ALLAN
1936 LEE ROAD
WINTER PARK FL 32789

303 W LANDSTREET RD
U - ORLANDO, 32824

PAID: $90.00 0099-00970292 9/21/2020

SCOTT RANDOLPH, TAX COLLECTOR · ORANGE COUNTY, FLORIDA ·

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

2020 **EXPIRES 9/30/2021** 5000-1063956

5000	BUSINESS OFFICE	$50.00	1000 EMPLOYEES	1801	CERTIFIED GENERAL C	$30.00	1 EMPLOYEE

TOTAL TAX	$80.00
PREVIOUSLY PAID	$80.00
TOTAL DUE	$0.00

CAHILL ALAN M- PRESIDENT
KANADAY JOSEPH MICHAEL- QUALIFIER

HUBBARD CONSTRUCTION COMPANY
1936 LEE RD

WINTER PARK FL 32789-7229

1936 LEE RD
B - WINTER PARK, 32789

PAID: $80.00 0099-00970293 9/21/2020

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2020 **EXPIRES 9/30/2021** 5000-1063956

5000	BUSINESS OFFICE	$50.00	1000 EMPLOYEES	1801	CERTIFIED GENERAL C	$30.00	1 EMPLOYEE

TOTAL TAX	$80.00
PREVIOUSLY PAID	$80.00
TOTAL DUE	$0.00

CAHILL ALAN M- PRESIDENT
KANADAY JOSEPH MICHAEL- QUALIFIER

HUBBARD CONSTRUCTION COMPANY
1936 LEE RD

WINTER PARK FL 32789-7229

1936 LEE RD
B - WINTER PARK, 32789

PAID: $80.00 0099-00970293 9/21/2020

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

Drug-Free Workplace Policy

Eurovia USA is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is Eurovia USA's intent to maintain a drug and alcohol-free workplace. Being under the influence of alcohol or illegal drugs (as classified under federal, state, or local laws), including marijuana, while on the job poses serious health and safety risks to employees, members of the public, and others, which is not tolerated.

Eurovia USA expressly prohibits the following activities at any time the employees are either (1) on duty or conducting Eurovia USA business (either on or away from Eurovia USA's premises), or (2) on Eurovia USA's premises or jobsite owned by others (whether or not the employee is working):

- The use, abuse, or being under the influence or impairment or alcohol, illegal drugs, or other impairing substances,
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the employee, or drug-related paraphernalia, or
- The illegal use, abuse, or being under the influence or impairment of prescription drugs.

"Under the influence or impairment" means:

- Having a blood alcohol level of .02 or higher,
- Having a positive drug test result (based on testing procedures followed by Eurovia USA or any other enforcement or regulatory body), or
- Having visible or audible physical impairment as judged by a reasonable bystander based on objective factors such as appearance, speech, behavior, movement, smell, etc.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law and its use as it impacts the workplace is prohibited by Eurovia USA's policy. Eurovia USA does not discriminate against employees solely on the basis of their off-duty use of medical marijuana in compliance with applicable state marijuana laws. However, employees may not consume or be under the influence of marijuana while on duty or at work, even if the employee has a valid prescription for the use of marijuana. If an employee believes a reasonable accommodation should be made to allow medical use of marijuana to treat a diagnosed medical condition, they must follow the same process for requesting accommodation through the ADA Policy, and that request will be considered along with the relevant facts of the employee's job duties consistently with that policy.

Nothing in this policy is meant to prohibit the appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, to the extent they do not impair an employee's job performance or safety or the safety of others. Employees who take such substances to treat a disability should inform their supervisor and Human Resources if the medication or substance may impact or impair their job performance, safety, or the safety of others, or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication. For more information about requesting a reasonable accommodation, refer to Eurovia USA's ADA Policy.

Any employee who violates any portion of this policy is subject to immediate disciplinary action, up to and including termination. Other disciplinary actions may include the suspension of driving privileges of company vehicles, loss of supervisory position, reassignment of duties, wage/salary adjustments based on

any reassignment, suspension, required counseling, or other disciplinary actions deemed appropriate by senior management and Human Resources. However, nothing herein or in any other policy is intended to create disciplinary steps or prerequisites.

Employer-Sponsored or Business Events

From time to time, Eurovia USA may sponsor social or business-related events at which alcohol is served. Service of alcohol on Eurovia USA property must be approved in advance by the CEO. Alcohol use or service is prohibited at any active jobsite or plant. This policy does not prohibit the use or consumption of alcohol at approved events.

This policy also does not prohibit the responsible consumption of alcohol at professional industry events or meetings. Responsible consumption of alcohol is also permitted while conducting approved business-related entertainment or while traveling on business.

However, as always, it is the employees' individual choice whether to consume alcohol. If employees choose to consume alcohol at such events, they must do so responsibly and maintain their obligation to conduct themselves properly, professionally, safely, and consistently with all company codes and policies. Employees are responsible for ensuring they do not operate any vehicle under the influence of alcohol.

Workplace Searches and Inspections

In order to achieve the goals of this policy and maintain a safe, healthy, and productive work environment, Eurovia USA reserves the right at all times based on a reasonable suspicion to inspect employees, as well as their surroundings and possessions, for substances or materials in violation of this policy. This right extends to the search or inspection of clothing, desks, bags, containers, packages, boxes, tools and toolboxes, lunch boxes, and employer-owned or leased vehicles and any vehicles on company property where prohibited items may be concealed. Employees should have no expectation of privacy while on Eurovia USA premises, except in restrooms or other locations with a legitimate expectation of privacy.

Employee Recovery

Eurovia USA encourages employees who struggle with substance abuse in any form to voluntarily seek help or counseling. Employees who undergo voluntary counseling or treatment remain subject to the same job performance and behavior standards, codes, and policies as other employees.

Assistance may be available for those needing treatment based on the terms of the applicable medical benefits plan. Employees are solely responsible for all costs of treatment not covered by their applicable medical benefits plan. Contact Human Resources for questions related to your plan and potential coverage.

Employees who voluntarily disclose their abuse of drugs or alcohol, prior to being notified of a required test, may be directed by Eurovia USA to participate in the Employee Assistance Program ("EAP"). In addition, following a disclosure, the employee may be required to take a Fit for Duty test prior to returning to work. If an employee decides not to consult with the EAP counselor, or if after consultation, elects not to seek prescribed or recommended treatment, and a Fit for Duty test returns positive results, the employee will be subject to discipline up to and including immediate termination. If the employee agrees to work with an EAP counselor upon recommendation by Eurovia USA, the employee will be required to sign a rehabilitation agreement setting forth required conditions for returning to work. During this time, the employee may be placed on administrative leave with or without pay or reassigned to a different position.

Coverage of Policy

This policy applies to all Eurovia USA employees, regardless of whether they work in a "safety sensitive" position or not. To the extent other additional or more stringent standards apply to a particular employee because of a commercial license or membership in a particular organization (e.g., DOT drivers with commercial licenses, etc.), Eurovia USA's policies are the minimum standard and employees may also be held to any higher or more stringent standard imposed by other organizations or the law. As with all other policies, to the extent an employee is a member of a union with whom Eurovia USA has an active collective bargaining agreement, this policy is intended to work in conjunction with, and does not replace, amend, or supplement any terms or conditions stated in any collective bargaining agreement.

This policy does not apply to employees in Maine (Maine employees are provided, and are governed by, a separate Substance Abuse and Testing Policy approved by the state of Maine).

Other Prohibited Conduct

Without detracting from the general requirements stated above, the following non-exhaustive list includes other specific examples of prohibited conduct:

- Refusing to sign the Drug-Free Workplace Policy Acknowledgement Form, the Drug and Alcohol Testing Consent Form, or the Rehabilitation Agreement when required,
- Being convicted of any drug or alcohol related crime and failure to promptly report it to Human Resources, or
- Refusing to submit to testing in accordance with Eurovia USA policies.

Testing

Eurovia USA may test for drugs and/or alcohol in the following circumstances: in connection with a conditional offer of employment, when there is a reasonable suspicion, after an accident or other safety incident, following treatment, upon return from a layoff or seasonal shutdown, when required by a client or government authority, or at random.

- Conditional Offer of Employment
  - Eurovia USA does not conduct pre-employment drug testing in connection with applications or interviews. However, after a conditional offer of employment is made, all Eurovia USA employees are required to complete and pass a drug and alcohol test prior to starting work.
- Reasonable Suspicion Testing
  - Eurovia USA employees may be asked to submit to a drug and alcohol test if an employee's supervisor or other person in authority has a reasonable suspicion, based on objective factors such as appearance, speech, behavior, movement, smell, or other conduct and facts, that the employee possesses or is under the influence of drugs or alcohol.
  - Prior to requesting a reasonable suspicion test, a supervisor must (1) document the specific behavior or observations that lead to the reasonable suspicion, (2) confer with his/her Project Manager (or department head for office employees) and the Director of Human Resources to discuss the situation, and (3) receive authorization for a referral.

- Post-Incident Testing
  - Eurovia USA employees involved in any work-related accident or incident involving the violation of any safety policy or procedure may be required to submit to drug and alcohol testing (even if there is no injury or damage to any person or property).
- Follow-up Testing
  - Any employee who has been determined by Eurovia USA to have abused drugs or alcohol (through a positive test, self-identification, or otherwise) and who has accepted the opportunity to enter a counseling or rehabilitation program will be subject to periodic, unannounced follow-up testing for at least a one-year period after returning to work or completion of the rehabilitation program (whichever is later).
- Random Testing
  - Eurovia USA employees are subject to drug and alcohol testing on a random basis.

Refusing to consent to or submit to a drug or alcohol test when required is considered a violation of policy, and may result in disciplinary action, up to and including immediate termination. Applicants with conditional offers of employment who refuse to submit to a drug or alcohol test will not be considered further for employment and the offer will be withdrawn. Any submission of a sample that has been altered, tampered with, substituted, diluted, or is out of acceptable temperature range (as determined by the testing agency) is also a violation of this policy.

Testing Procedure

All drug and alcohol testing under this policy will be conducted by an independent testing facility which will obtain the individual's written consent prior to testing (collection of samples may be done by properly trained employees). All tests will be based on urine samples in accordance with protocols, procedures, and criteria determined by the testing agency in conjunction with Human Resources. Eurovia USA will pay for the costs of the test. Employees will be compensated at their regular rate of pay for time spent submitting to a drug or alcohol test required by Eurovia USA. Employees suspected of working while under the influence of drugs or alcohol may be sent home or suspended until Eurovia USA receives the results of the test and is able to make appropriate decisions on next steps.

If the testing sample is considered "diluted" or is otherwise unacceptable for testing, the employee will be required to submit a second sample immediately upon request. Any employee unable to complete follow-up testing within one hour of the request must notify Human Resources. Follow-up actions will be determined by Human Resources based on the circumstances. If the secondary collection again results in diluted or otherwise unacceptable sample, it may be deemed as a refusal to complete required testing.

Before a determination is reported to Eurovia USA, an outside Medical Review Officer ("MRO"), who is licensed to administer and evaluate tests, will review the test result. If the test is not clearly negative, the MRO will first contact the employee for further information. If the employee has a legitimate medical explanation for the positive test, as determined by the MRO, the test will be reported as negative to Eurovia USA.

Eurovia USA will use its best efforts to ensure that all information related to drug or alcohol testing, referrals, results, treatment, and/or rehabilitation of an employee is kept confidential.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/10/2021

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
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: XL Specialty Insurance Company	37885
INSURER C: American Zurich Insurance Company	40142
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Hubbard Construction Company
1936 Lee Road
Winter Park, FL 32789

COVERAGES **CERTIFICATE NUMBER:** W20905352 **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: X POLICY X PRO-JECT LOC OTHER:	Y	Y	GLO0184998-05	10/01/2020	10/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP0184997-05	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE X DED RETENTION $ 10,000	Y	Y	US00064220LI20A	10/01/2020	10/01/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC0184999-05	10/01/2020	10/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Builders Risk Transit Temporary Location			MBR7916193-00	10/01/2020	10/01/2021	Special form incl theft	$15,000,000 $5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Extends over the General Liability, Auto Liability and Workers' Compensation Employers' Liability.
SEE ATTACHED

CERTIFICATE HOLDER
City of Ocoee
150 N. Lakeshore Drive
Ocoee, FL 34761-2258

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

AUTHORIZED REPRESENTATIVE
Charles T. Draper

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Midwest, Inc.		Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Builders Risk Deductible:
Deductible: $25,000
Earthquake:Zone 1 $10,000,000-$250,000 Ded
Zone 2 $25,000,000-$100,000 Ded
Zone 3&4: $100,000,000
Flood -Flood Level 1 $10,000,000-$250,000 Ded; Flood Level 2 $25,000,000 - $100,000 Ded Flood Level 3 $100,000,000
Named Storms: Wind Zone 1 $25,000,000 ($250,000 Ded up to $5M; REFER over)Wind Zone 2 $50,000,000/$100,000 Ded; Wind Zone 3 & 4 $100,000,00
Deductibles Eurovia $25,000; Freyssinet $100,000;

City of Ocoee is included as an Additional Insured as respects to General Liability where required by contract and Auto Liability Where required by contract

Waiver of Subrogation applies in favor of City of Ocoee with respects to General Liability where required by contract, Auto Liability Where required by contract and Workers Compensation as permitted by law.

Umbrella is follow-form Primary policies, including Waiver of Subrogation, Additional Insured

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Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

ZURICH®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO0184998-05	Effective Date: 10/01/2020

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you

A. Section **II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Waiver Of Subrogation (Blanket) Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO0184998-05	10/01/2020	10/01/2021		74044-000	$Included	$N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP0184997-05	10/01/2020	10/01/2021		74044-000	Included	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/01/20 Policy No. WC0184999-05 Endorsement No.

Insured : Eurovia USA, Inc. Premium $

Insurance Company : American Zurich Insurance Co. Countersigned by _____

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MID FLORIDA MATERIALS

Recycle & Disposal Facility

STATEMENT OF EXPERIENCE

Hubbard Construction Company DBA Mid Florida Materials is currently providing roll off dumpster services and grapple service

to the following counties: Orange, Seminole, Lake, Marion, Osceola, Polk and Volusia.

Mid Florida Materials ensures complete protection of the environment while providing expert service. Mid Florida Materials takes title to waste as soon as we pick it up thus reducing your liability. We are fully licensed and insured and all waste is disposed of at properly licensed disposal sites. Mid Florida Materials has a Class III / C&D recycle and disposal facility, transfer stations, a MRF and a NOCIA Borrow Pit.

Mid Florida sells and delivers fill dirt, clay, topsoil & aggregates (#57 stone, road base & concrete fines) and we also offer grading services.

DIVISION OF CORPORATIONS



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Filing History

Fictitious Name Search
Submit

Fictitious Name Detail

Fictitious Name

MID-FLORIDA MATERIALS

Filing Information

Registration Number	G91056000220
Status	ACTIVE
Filed Date	02/25/1991
Expiration Date	12/31/2021
Current Owners	1
County	ORANGE
Total Pages	6
Events Filed	5
FEI/EIN Number	59-0594298

Mailing Address

1936 LEE ROAD, SUITE 300
WINTER PARK, FL 32789

Owner Information

HUBBARD CONSTRUCTION COMPANY
1936 LEE ROAD
WINTER PARK, FL 32789 US
FEI/EIN Number: 59-0594298
Document Number: 117151

Document Images

G91056000220 -- No Image available

10/11/2016 -- Fictitious Name Renewal Filing — View Image in PDF format

06/07/2011 -- Fictitious Name Renewal Filing — View Image in PDF format

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DIVISION OF CORPORATIONS

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Detail by FEI/EIN Number

Florida Profit Corporation
HUBBARD CONSTRUCTION COMPANY

Filing Information

Document Number	117151
FEI/EIN Number	59-0594298
Date Filed	04/30/1928
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	06/18/2013
Event Effective Date	06/22/2013

Principal Address

1936 LEE ROAD, SUITE 300
WINTER PARK, FL 32789

Changed: 03/03/2015

Mailing Address

1936 LEE ROAD, SUITE 300
WINTER PARK, FL 32789

Changed: 03/03/2015

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

Name Changed: 07/18/2019

Address Changed: 03/25/2020

Officer/Director Detail

Name & Address

Title Director, Chairman

SULLIOT, PATRICK
1936 LEE ROAD, SUITE 300

WINTER PARK, FL 32789

Title Director, VP, CFO, Treasurer, Secretary

O'DEA, P. FREDERICK JR
1936 LEE RD, SUITE 300
WINTER PARK, FL 32789

Title Asst. Secretary

STORY, DIRK
1936 LEE RD, SUITE 300
WINTER PARK, FL 32789

Title Asst. Secretary

DUMAS, WILLIAM N
1936 LEE RD, SUITE 300
WINTER PARK, FL 32789

Title Asst. Secretary

HEWETT, TRACY
1936 LEE ROAD, SUITE 300
WINTER PARK, FL 32789

Title Asst. Secretary, Comptroller

BUDNOVICH, CARMEN T
1936 LEE ROAD, SUITE 300
WINTER PARK, FL 32789

Title Director, President, CEO

CAHILL, ALAN M
1936 LEE ROAD, SUITE 300
WINTER PARK, FL 32789

Title VP

Craft, Thomas
1936 LEE ROAD, SUITE 300
WINTER PARK, FL 32789

Title Asst. Secretary

Gledhill, Gregory T.
1936 LEE ROAD, SUITE 300
WINTER PARK, FL 32789

Annual Reports

Report Year	Filed Date
2019	02/27/2019

2019	02/27/2019
2020	01/02/2020
2021	03/05/2021

Document Images

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03/08/2007 -- ANNUAL REPORT	View image in PDF format
04/03/2006 -- ANNUAL REPORT	View image in PDF format
01/19/2005 -- ANNUAL REPORT	View image in PDF format
12/17/2004 -- Reg. Agent Change	View image in PDF format
03/22/2004 -- ANNUAL REPORT	View image in PDF format
01/21/2003 -- ANNUAL REPORT	View image in PDF format
04/08/2002 -- ANNUAL REPORT	View image in PDF format
05/22/2001 -- ANNUAL REPORT	View image in PDF format
01/24/2000 -- ANNUAL REPORT	View image in PDF format
05/04/1999 -- ANNUAL REPORT	View image in PDF format
02/12/1998 -- ANNUAL REPORT	View image in PDF format
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CITY OF OCOEE

REQUEST FOR QUALIFICATIONS (RFQ) #21-007

EXCLUSIVE FRANCHISE FOR RESIDENTIAL CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL



TABLE OF CONTENTS
RFQ #21-007
EXCLUSIVE FRANCHISE FOR RESIDENTIAL
CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL

RFQ DOCUMENTS

Section	Page
Legal Advertisement	3
RFQ Instructions	4 - 6
General Terms & Conditions	7 - 15
Summary of Litigation, p. 16*	
Acknowledgement of Addenda, p.16*	
Equipment Listing, p. 16*	
References/Experience, p. 17*	
*Contract References Contact Information, *18*	
*Clarifications & Exceptions to Franchise Agreement, *19*	

SCOPE OF WORK, AND PROPOSED FRANCHISE AGREEMENT

Section	Page
Submittals/Evaluation Criteria	20-21
Exhibit A – Scope of Work	22
Exhibit B – *Conflict of Interest Disclosure Form**	23
Exhibit C –*Company Information and Signature Sheet**	24
Exhibit D – Proposed Franchise Agreement	25-36

*Submit with Response

End Table of Contents

Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFQ #21-007 EXCLUSIVE FRANCHISE FOR RESIDENTIAL CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL.** Qualification packages will only be accepted electronically through Negometrix4, a free e-Procurement platform, **until 3:00 pm, local time, on May 11, 2021.** Qualification packages received after that time or through any other method will not be accepted under any circumstances. Qualification packages that have been timely received will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at https://www.ocoee.org/959/Public-Bid-Meetings. All questions regarding this RFQ should be in writing to Joyce Tolbert, CPPB, Procurement Manager, Finance Department/Purchasing jtolbert@ocoee.org. No Pre-submittal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting statements of qualifications at no charge through Negometrix4 by accessing the City's published solicitation page at https://app.negometrix.com/buyer/748. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Negometrix platform. Melanie Sibbitt, City Clerk, Orlando Sentinel April 18, 2021.

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS (RFQ) # 21-007
EXCLUSIVE FRANCHISE FOR RESIDENTIAL
CONSTRUCTION & DEMOLITION DEBRIS REMOVAL

A. The City of Ocoee, Florida (City), in conformance the policies and procedures of the City of Ocoee (City) is soliciting statements of qualifications from qualified companies (Respondent, Firm, Bidder, Proposer) to provide residential construction and demolition debris removal services within the corporate limits of the City of Ocoee, Florida.

B. Respondents shall submit one (1) complete electronic copy of their statement of qualifications, preferably in a single file on the Negometrix4 platform. **Financial Statements should be uploaded separately from your qualification package on the Negometrix4 platform**. Qualification packages must be received by Negometrix4 no later than **3:00 p.m. (local time) on May 11, 2021.** Any qualification package received after the above-noted time will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the qualifications package **uploaded and submitted** on the Negometrix4 e-procurement platform prior to the due date and time.

File Uploads - All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Respondents will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

C. Prospective respondents may secure a free copy of the documents required for submitting a response through Negometrix's Negometrix4 platform by accessing the City's published solicitation page at https://app.negometrix.com/buyer/748. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Negometrix4 platform. Partial sets of the documents required for submitting a statement of qualifications will not be issued. By using Negometrix, prospective respondents will be provided with all information regarding this RFQ, all addendums and changes to the project requirements; there is no charge to use the Negometrix e-procurement platform.

The City utilizes Negometrix, an e-procurement platform, Negometrix4 version. The City is **ONLY** accepting electronic solicitation responses online through the City's Negometrix4 platform at https://app.negometrix.com/buyer/748. 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 responses for this bid **MUST** be submitted through the Negometrix4 platform. Bid/RFP/RFQ submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be

accepted. **There is no charge to use the Negometrix electronic bid submission platform.**

Registration with Negometrix is free and is required prior to submitting a RFQ response. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the RFQ submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@negometrix.com.

Once your company is registered with Negometrix, you will be able to submit your bid/proposal/qualification statement securely, anytime before the bid deadline, at https://app.negometrix.com/buyer/748 by clicking the PARTICIPATE BUTTON under the solicitation. Qualification Statements submitted on Negometrix4 will remain locked and inaccessible by City staff until the bid deadline. Respondents are encouraged to allow ample time to upload and submit your Response as the system will automatically lock responses upon the bid deadline. A virtual public RFQ opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings

D. Pre-Proposal Conference: None scheduled at this time.

E. Responses will be reviewed by an evaluation committee appointed by the City Manager and will be ranked in accordance with the established evaluation criteria. Date, time, and location of any scheduled evaluation committee meeting(s) for this RFQ will be noticed publicly and on Negometrix4. The evaluation committee shall supply a ranked list of the proposing firms and a recommendation regarding which firm(s) should be selected by the City Commission. The franchise agreement may be awarded to multiple Respondents, as determined by the City Commission, according to the evaluation criteria listed in this RFQ. Please be aware that all City Commission meetings are duly noticed public meetings and that all documents submitted to the City as a part of a response to a solicitation constitute public records under Florida law. Action on qualification packages is expected to be taken by the City Commission within ninety (90) days of the submission opening date; however, no guarantee or representation is made herein as to the time between receipt of the qualification package and subsequent City Commission action. A more detailed schedule is given below.

F. All Respondents shall thoroughly examine and become familiar with this RFQ package and carefully note the items specifically required for submission of a complete Statements of Qualifications. The City will receive questions regarding this RFQ only through the Negometrix4 platform in the Question & Answer tab or written inquires directed to Joyce Tolbert, CPPB, Procurement Manager at jtolbert@ocoee.org. Deadline for receipt of written inquiries will be **May 4, 2021 at 3:00 p.m., local time.** Any clarifications/changes will be only through written addenda issued by the Procurement Manager. Respondents should not contact City staff, with the exception of the Procurement Manager. In addition, no contact is permitted with the City Commission, or other City consultants for information regarding this RFQ before the franchise agreement award date. Any contact with any other member of the City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification

G. **Submission of Statements of Qualifications shall constitute an acknowledgment that the Respondent has complied with the instructions of this RFQ**. The failure or neglect of a Respondent to receive or examine a document shall in no way relieve it from any obligations under its Statements of Qualifications or the franchise agreement. No claim for additional compensation will be allowed based upon a lack of knowledge or understanding of any of the contract documents or the scope of services. Statements of Qualifications shall be in compliance with the contract documents and scope of services. **All costs to prepare and submit a response shall be the responsibility of the Respondent and the City shall make no reimbursement of any kind.**

H. Any response by the City to a request for information or correction will be made in the form of a written addendum, which will be distributed via Negometrix4. It shall be the responsibility of each Respondent to obtain a copy of all issued addenda. The City reserves the right to issue addenda concerning the date and time when Statements of Qualifications acceptance shall close at any time up to the date and time set for Statements of Qualifications closing. In this case, responses that have been received by the City prior to such an addendum being issued will be returned to the Respondent, if requested, unopened. **In case any Respondent fails to acknowledge receipt of any such addendum in the space provided in the RFQ documents, its response will nevertheless be construed as though the addendum had been received and acknowledged**. **Submission of Statements of Qualifications will constitute acknowledgment of the receipt of the RFQ Documents and all addenda**. Only interpretations or corrections provided by written addenda shall be binding on the City. Respondents are cautioned that any other source by which a Respondent receives information concerning, explaining, or interpreting the RFQ Documents shall not bind the City.

I. Any of the following causes may be considered sufficient for the disqualification and rejection of a Statements of Qualifications:

a) Submission of more than one (1) response for the same work by an individual, firm, partnership, or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships, or corporations under common control may be considered to be the same entity;
b) Evidence of collusion between or among the Respondents;
c) Being in arrears on any existing contracts with the City or in litigation with the City, or having defaulted on a previous contract with the City;
d) Poor, defective, or otherwise unsatisfactory performance of work for the City or any other party on prior projects that, in the City's judgment and sole discretion, raises doubts as to the Respondent's ability to properly perform the services; or
e) Any other cause that, in the City's judgment and sole discretion, is sufficient to justify disqualification of Respondent or the rejection of its Statements of Qualifications.

J. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME).** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a qualification statement on an award to provide any goods or services to a public entity, may not submit a response on an award with a public entity for the construction or repair of a public building or public work, may not submit qualification statements on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under an 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 Florida Statute 287.133 (2) (a).]

K. **FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the RFQ and the responses thereto are in the public domain and are available for public inspection. **Respondents are requested, however, to identify specifically any information contained in their Statements of Qualifications that they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law**. All Statements of Qualifications received in response to this RFQ become the property of the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the franchise agreement will become the exclusive property of the City.

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

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.**

L. **ACCEPTANCE AND AWARD. The City reserves the right to accept or reject any or all responses, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any Statements of Qualifications, or to re-advertise for new qualifications. The City may accept any item or group of items of any response, unless the Respondent qualifies its Statements of Qualifications by specific limitations. The City may accept one or more responses 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 a franchise agreement to the Respondent(s) which, in the City's sole discretion, is (are) the most responsive and responsible. The City reserves the right, as an aid in determining which responses are responsible, to require a Respondent to submit such additional evidence of Respondent'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 Respondent, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all responses for acceptance and award.

(Remainder of page left blank intentionally).

RFQ #21-007 GENERAL TERMS & CONDITIONS:

1. **BID/PROPOSAL SECURITY:**

None Required.

2. **PERFORMANCE BOND:**

The Franchisee(s) shall, without expense to the City, furnish a performance bond in a form acceptable to the City as security for the performance of the franchise agreement. Said performance bond will be in the amount of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00). All premiums for the performance bond shall be paid by the Franchisee. This performance bond shall be written by a surety company licensed to do business in the State of Florida and approved by the City and shall be maintained in full force and effect throughout the term of the franchise agreement.

3. **PATENT INDEMNITY:**

Except as otherwise provided, the successful respondent agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and persons employed or utilized by the Respondent in the performance of this contract. Further, the Respondent shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials.

4. **AWARD CRITERIA**:

The franchise agreement will be awarded to multiple Respondents, as determined by the City Commission, according to the evaluation criteria listed in this RFQ.

5. **BID PROTESTS:**

All Bid Protests shall be submitted to the Procurement Manager in the following manner:

1. A Bidder shall file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.

2. A bid protest shall be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall

clarify all questions concerning the design documents of the project prior to submitting its bid.

3. The content of the bid protest shall fully state the factual and legal grounds for the protest and the legal basis for the relief requested.

4. The bid protest shall be filed with the Procurement Manager not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.

5. The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

6. SAFETY REQUIREMENTS:

The Respondent guarantees that the services to be performed and the goods to be provided herein shall comply with all applicable federal, state, and local laws, ordinances, regulations, orders, and decrees, including, without limitation, such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

a) All Franchisees are required to comply with the Code of Federal Regulations (CFR) provisions found in U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910-General Industry Standards that are applicable in construction work.
b) The Franchisee is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
c) The Franchisee must assure that a certified first aid person is designated, phone numbers of physicians, hospital, and ambulance services are posted (copy to Personnel Director, City of Ocoee), and that a first aid kit is available.
d) The Franchisee shall provide personal protective equipment that may be required for jobs in progress.
e) The Franchisee shall observe the speed limit on City property.
f) All heavy equipment must have, where applicable: (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (e) fire extinguisher, and (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.

7. DRUG-FREE WORKPLACE:

Provide a statement concerning the Respondent's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program.

8. CONTRACT:

The successful Respondent(s) will be required to enter into a Franchise Agreement with the City. The proposed Franchise Agreement is attached. All applicable laws and

regulations of the United States, the State of Florida, and the City of Ocoee will apply to any resulting Agreement. By entering into this contract, the awarded bidder is obligated to comply with the provisions of Section 448.095, Fla. Statutes, "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

9. **CERTIFICATION OF NON-SEGREGATED FACILITIES**

a) Respondent certifies that it does not and will not maintain or provide any segregated facilities for the Respondent's employees at any of the Respondent's establishments, and that Respondent does not permit Respondent's employees to perform their services at any location under the Respondent's control where segregated facilities are maintained. Respondent agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of its qualification statement. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms, other storage and dressing areas, parking lots, or drinking facilities provided for employees that are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. Respondent agrees that (except where Respondent has obtained identical certification from proposed contractors for specific time periods) Respondent will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding $10,000 that are not exempt from the provisions of the Equal Opportunity clause, and that Respondent will retain such certifications in Respondent's files.

b) The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.

10. **CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION**:

a) Respondent declares that the only persons or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of a contract for the described services.

b) Respondent certifies that no City Commissioner, other City Official, or City employee directly or indirectly owns assets or capital stock of the Responding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit applies to any members of his or her immediate family)

c) Respondent certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position

with the City. In the event that a conflict of interest is identified in the provision of services, Respondent agrees to immediately notify the City in writing. **Respondent must submit the attached Conflict of Interest Statement.**

d) Respondent further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFQ has occurred, and that the proposal is made according to the provisions of the RFQ documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFQ documents.

e) Respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Respondent offers and agrees that if this negotiation is accepted, the Respondent will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Respondent. The proposal constitutes a firm and binding offer by the Respondent to perform the services as stated.

11. PUBLIC ENTITY CRIME STATEMENT:

a) All bids, as defined by Section 287.012(11), Florida Statutes, requests for bids, as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

b) All Respondents that submit a Statements of Qualifications to the City of Ocoee are guaranteeing that they have read the previous statement and by signing the submitted documents are qualified to do so under Section 287.133, (2)(a), Florida Statutes.

12. PERMITS/LICENSES/FEES:

a) Any permits, licenses or fees required will be the responsibility of the Franchisee; no separate payments will be made. Permit fees are waived for any City of Ocoee permits required.

b) The City requires a City of Ocoee contractor registration if permitting is required. Please contact the City's Building Department at (407)905-3100 extension 1000, directly for information concerning this requirement.
c) Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the Franchisee.

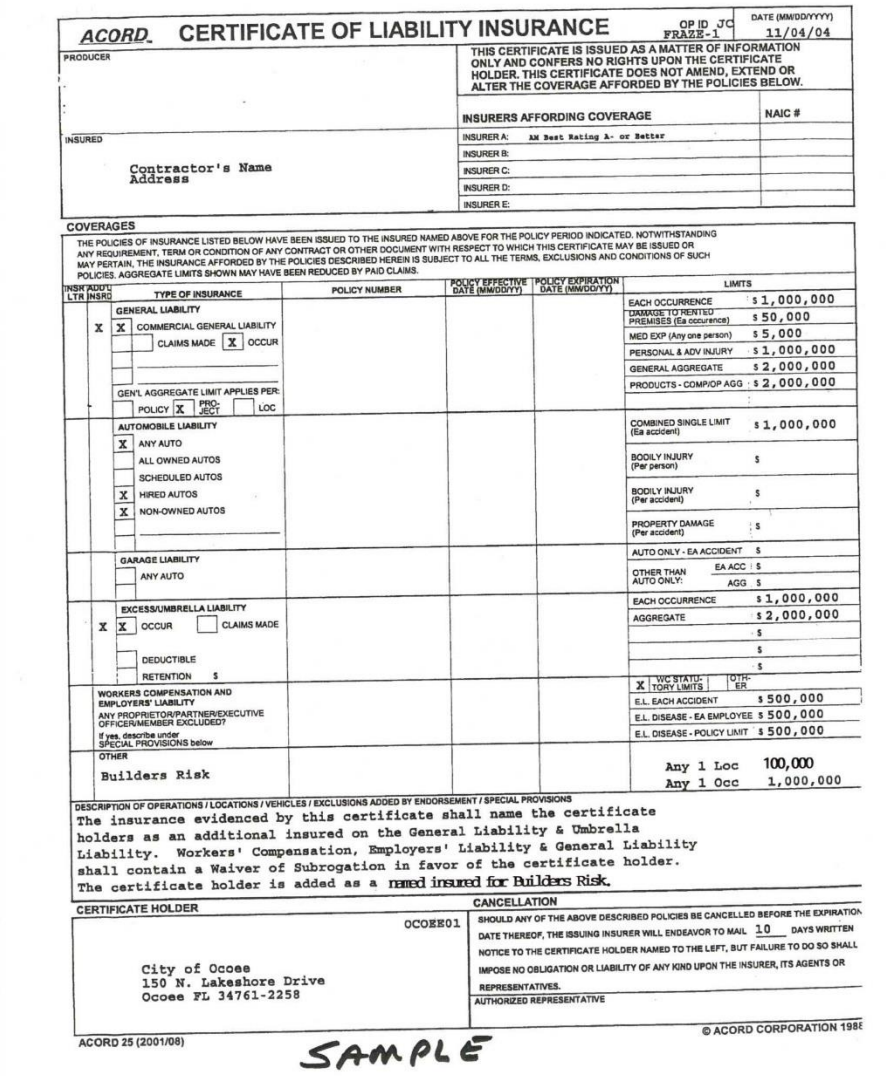
13. **STANDARD INSURANCE REQUIREMENTS:**

The Franchisee shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Franchisee allow any Subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Franchisee and/or subcontractor providing such insurance.
b) Workers' Compensation Insurance: The Franchisee shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of $500,000/$500,000/$500,000 for all the Franchisee's employees connected with the work of this project and, in the event any work is sublet, the Franchisee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Franchisee. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under the franchise agreement for the City is not protected under the Workers' Compensation statute, the Franchisee shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Franchisee's employees not otherwise protected.
    - Include Waiver of Subrogation in favor of the City of Ocoee
c) Franchisee's Public Liability and Property Damage Insurance: The Franchisee shall obtain during the life of the franchise agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Franchisee and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the franchise agreement whether such operations be by the Franchisee or by anyone directly or indirectly employed by the Franchisee, and the amounts of such insurance shall be the minimum limits as follows:
    1) Automobile Bodily Injury Liability & Property Damage Liability
        - $1,000,000 Combined single limit per occurrence (each person, each accident)
        - All covered automobile will be covered via symbol 1
        - Liability coverage will include hired & non-owned automobile liability
        - Include Waiver of Subrogation in favor of The City of Ocoee

2) Comprehensive General Liability (Occurrence Form) - this policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Franchisee is primary and non-contributory.
   - $2,000,000 GENERAL AGGREGATE
   - $2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
   - $1,000,000 PER OCCURRENCE
   - $1,000,000 PERSONAL & ADVERTISING INJURY
   - Include Waiver of Subrogation in favor of the City of Ocoee
3) Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Franchisee shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Franchisee's policy, as specified above.
4) Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent contractors and are directly imposed because of the named insured's general supervision of the independent contractor. The Franchisee shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.
5) Contractual Liability: If the project is not bonded, the Franchisee's insurance shall also include contractual liability coverage to insure the fulfillment of the franchise agreement. **NOTE: FOR PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 AGGREGATE
6) Commercial Umbrella:
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 Aggregate
   - Including Employer's Liability and Contractual Liability
7) Builders Risk: As applicable for construction projects:
   - $100,000 Any (1) Location
   - $1,000,000 Any (1) Occurrence
8) Certificates of Insurance: Certificate of Insurance Form (see sample below), naming the City of Ocoee as an additional insured will be furnished by the Franchisee upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:
   i) The name of the Insured Franchisee, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date.
   ii) Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

(Remainder of page left blank intentionally)



ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID JC FRAZE-1

DATE (MM/DD/YYYY) 11/04/04

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE — NAIC #

INSURED

Contractor's Name
Address

INSURER A: AM Best Rating A- or Better
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$ 1,000,000
X	X	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
		CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		POLICY [X] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X	ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	X	HIRED AUTOS					
	X	NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$ 1,000,000
X	X	OCCUR [ ] CLAIMS MADE				AGGREGATE	$ 2,000,000
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					
		Builders Risk				Any 1 Loc	100,000
						Any 1 Occ	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.

CERTIFICATE HOLDER

OCOEE01

City of Ocoee
150 N. Lakeshore Drive
Ocoee FL 34761-2258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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SAMPLE

14. **SUMMARY OF LITIGATION:**

Provide a summary of any litigation, claim(s), bid disputes, or contract dispute(s) filed by or against the Respondent in the past three (3) years that is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. (Attach additional sheets, if necessary)

_____
_____
_____
_____
_____
_____
_____
_____
_____

15. **ACKNOWLEDGMENT OF ADDENDA:**

Respondent acknowledges receipt of the following addenda:

No._____ Dated _____
No._____ Dated _____
No._____ Dated _____

16**.** **EQUIPMENT LISTING:**

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

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

17. **REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:**

The Respondent shall complete the following blanks regarding experience with similar type of work. Respondent must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three (3) years.

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

Have you any similar work in progress at this time? Yes___ No ___.
Length of time in business_____ years _____ months.

Bank or other financial references**:**

(Attach additional sheets if necessary)

RESPONDENT:_____

18. CONTRACT REFERENCES CONTACT INFORMATION

List below firms with whom you have contracted for solid waste collection services within the past or with whom you are presently contracting.

1. COMPANY NAME: _____

   ADDRESS: _____

   _____

   CONTACT PERSON: _____

   PHONE NO.: _____

   _____

2. COMPANY NAME: _____

   ADDRESS: _____

   _____

   CONTACT PERSON: _____

   PHONE NO.: _____

   _____

3. COMPANY NAME: _____

   ADDRESS: _____

   _____

   CONTACT PERSON: _____

   PHONE NO.: _____

RESPONDENT:_____

19. CLARIFICATIONS AND EXCEPTIONS TO FRANCHISE AGREEMENT

1. Do you have any clarifications and exceptions to the proposed Franchise Agreement?

_____ Yes _____ No

If yes, will you enter in the Franchise Agreement if the City does not accept any of the exceptions/changes requested?

_____ Yes _____ No

If yes, state below all clarifications and exceptions.

20. **SUBMITTALS:**

Qualifications packages should be designed to portray to the City how the respondent's services can best match the knowledge, skills, and abilities suggested by the anticipated Scope of Services given above. In order for the City to evaluate the qualification package, each Respondent should provide information relative to their ability to provide services that will best meet the needs of the City. The submission materials should include the following, and missing material may cause your submission to be evaluated accordingly:

Each Statements of Qualifications shall contain the following either on this form or on separate signed and numbered sheets attached to this form:

1. A statement of experience and qualifications in waste management and residential construction and demolition debris removal services.

2. A description of equipment and reserve equipment proposed to be used to service the accounts within City of Ocoee under the terms of the franchise agreement. Include a description of the proposed dumpsters and containers.

3. Whether the proposed equipment to be used is currently owned or leased by the Proposer and whether it will be owned or leased during the term of the franchise. If leased, indicate the lessor of the proposed equipment.

4. Indicate whether within the past three (3) years you had a franchise or other agreement terminated by a governmental entity due to a default or alleged default? If yes, provide explanation.

5. List all franchise and other agreements which you currently have in place with governmental entities within the State of Florida. If more than five (5), list the five largest accounts.

6. If you have any clarifications or exceptions to the form of franchise agreement, so indicate on a separate sheet labeled "Clarifications and Exceptions to Franchise Agreement". If you have clarifications and exceptions, indicate if you will enter into the franchise agreement as prepared by the City if the City does not accept any exceptions or changes requested.

7. Use the attached Contract References Form to provide three references with which you have contracted for solid waste commercial and multi-family collection services.

8. Attach a copy of a valid business or occupational license.

9. Attached the forms listed on Table of Contents and included with this RFQ required to be submitted with your response. Also attach your company's Drug-Free Workplace program.

10. Attach a current Financial Statement in a separate uploaded file. The financial statements will be kept confidential as they are exempt from the Florida public records law, and will be destroyed/deleted within five (5) days after award of the franchise.

21. **EVALUATION CRITERIA:**

The City shall select the responses which is determined to meet the best interest of the City based on the following factors:

1. The proven ability of the Proposer to efficiently provide residential construction and demolition debris services including verifiable references for the past (3) years. (**0 - 40 points)**

2. The type and amount of equipment proposed to be used by the Proposer; **(0 - 30 points)**

3. The financial stability of the Proposer; (**0 - 30 points)**

Responses will be reviewed by an evaluation committee appointed by the City Manager and will be ranked in accordance with the established evaluation criteria. Date, time, and location of any scheduled evaluation committee meeting(s) for this RFQ will be noticed publicly and on Negometrix4. The evaluation committee shall supply a ranked list of the proposing firms and a recommendation regarding which firm(s) should be selected by the City Commission. The franchise agreement may be awarded to multiple franchisees, as determined by the City Commission, according to the evaluation criteria listed in this RFQ. Please be aware that all City Commission meetings are duly noticed public meetings and that all documents submitted to the City as a part of a response to a solicitation constitute public records under Florida law.

The City reserves the right, before awarding the franchise agreement, to require a Respondent to submit such additional evidence of its qualifications, as the City may deem necessary. The City shall be the sole judge of the competency of Respondents. All successful Respondents shall be required to execute an agreement that provides, among other things, for all plans, drawings, reports, and specifications resulting from Respondent's services to the City are to become the property of the City.

Award, if made, will be to the responsible and qualified Respondent whose Statements of Qualifications is responsive to this Invitation and is in the best interest of the City based on the factors set forth in this RFQ, City Ordinances and in the franchise agreement.

The award of the franchise pursuant to this RFQ is subject to the provisions of the Charter of the City requiring a public hearing preceded by at least thirty (30) days notice of the hearing and the proposed action by publication once a week for four (4) consecutive weeks in a newspaper of general circulation in the City of Ocoee.

Within ten (10) days after written notice of award you will be required to submit the following: (1) Executed Franchise Agreement in the form attached with any clarifications and exceptions agreed to by the City; (2) Evidence of insurance in compliance with the Franchise Agreement; and (3) Executed Performance Bond.

EXHIBIT A
SCOPE OF WORK
RFQ #21-007
EXCLUSIVE FRANCHISE FOR RESIDENTIAL
CONSTRUCTION & DEMOLITION DEBRIS REMOVAL

This is an Invitation for statements of qualifications for the exclusive provision of Residential Construction and Demolition Debris Removal within the corporate limits of the City of Ocoee, Florida, as defined in chapter 403.703 Florida Statutes as amended from time to time, from residential locations where the volume of debris is sufficient to require the use of a roll-off or other similar on-site storage container, as determined by the City. The City has complied with the provisions of Section 403.70605, Florida Statutes, and approved on June 7, 2011 to proceed with the residential construction and demolition debris removal franchise. Pursuant to Section 143-12 of Chapter 143 of the Code of Ordinances of the City of Ocoee, the City seeks to enter into a franchise agreement with multiple persons or entities, as determined by the City Commission, to provide the aforementioned services within the City. Note this RFQ does not include *commercial* construction and demolition debris removal.

The estimated total revenue for this franchise is $75,000 - $100,000. The term of the existing Franchise expires June 7, 2021. The term of this new Franchise is to commence on or around July 2021. The Franchisee shall pay to the City a franchise fee equal to twenty percent (20%) of the fees and charges actually collected by the Franchisee from customers for services rendered pursuant to the franchise granted by the City. Franchise fees will begin after the first full month's billings. The rates to be charged for the residential construction and demolition debris removal services will be as reasonably determined by the franchisee(s).

Residential Premises:
1. New or existing single-family residential units.
2. New or existing multiple-family residential units containing fewer than four single-family residential units.

(Remainder of page left blank intentionally)



RFQ CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: 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 Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer 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, Proposer 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, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

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

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

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

_____

Firm Name

_____

Signature

_____

Name and Title (Print or Type)

_____

Date

Exhibit C

RFQ #21-007 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR STATEMENTS OF QUALIFICATIONS. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING FRANCHISE AGREEMENT WITH THE CITY OF OCOEE.

_____ _____

COMPANY NAME TELEPHONE (INCLUDE AREA CODE)

_____

FAX (INCLUDE AREA CODE)

_____

E-MAIL ADDRESS

_____

AUTHORIZED SIGNATURE (manual)

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

_____

NAME/TITLE (PLEASE PRINT) _____

_____ _____

STREET ADDRESS

_____

CITY STATE ZIP

FEDERAL ID #_____

_____Individual _____Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me this _____day of _____, 20____.

Personally Known_____ or

Produced Identification_____

_____

(Type of Identification)

Notary Public - State of _____
County of _____

_____

Signature of Notary Public

_____

Printed, Typed or Stamped Commissioned Name of Notary Public

EXHIBIT D

PROPOSED RESIDENTIAL CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, between the **CITY OF OCOEE**, a Florida municipal corporation (hereinafter referred to as the "City") and _____, a _____ corporation (hereinafter referred to as the "**Franchisee**") for the purposes of granting a franchise for the collection and removal of residential construction and demolition debris within the corporate limits of the City, all subject to the terms, conditions and limitations set forth herein.

Section 1. Definitions.

For the purposes of this Agreement, all terms and words shall have the meaning set forth in Chapter 143 of the Ocoee City Code and in the definitions contained in Part IV of Chapter 403, Florida Statutes, and in state administrative rules adopted pursuant to Part IV of Chapter 403, Florida Statutes, as such statutes and rules may be amended from time to time.

Section 2. Grant of Franchise.

In consideration of the agreement of the Franchisee to (i) perform the services set forth in this Agreement, (ii) pay to the City the Franchise Fee set forth in Section 14 hereof, and (iii) otherwise comply with the terms and conditions of this Agreement, the City hereby grants to the Franchisee a franchise, including every right and privilege pertaining thereto, to operate and maintain residential construction and demolition debris services within the corporate limits of the City, except as provided in Section 12 hereof.

Section 3. Limits of the Franchise.

Except as set forth herein, the franchise covers the corporate limits of the City of Ocoee. Franchisee agrees that the limits of the franchise are subject to expansion or reduction by annexation or contraction of municipal boundaries and Franchisee has no vested right in a specific area. Further, Franchisee acknowledges and agrees that its right to serve certain lands hereto or hereafter annexed by the City which were the subject of a residential construction and demolition debris services franchise with Orange County which was in effect at least 6 months prior to the initiation of annexation is limited by the provisions of Section 171.062(4), Florida Statutes, as it may from time to time be amended. The provisions of Florida Statute 403.70605 shall also apply.

Section 4. Term.

The franchise shall be granted for an initial term of five (5) years commencing on _____, 20__ and terminating on _____, 20__, unless sooner terminated by the City due to breach of the terms of this Agreement by the Franchisee ("the **Initial Term**"). The Initial Term of the franchise may be extended by mutual agreement of the City and the Franchisee for one additional two (2) year term commencing with the

expiration of the Initial Term and terminating on _____, 20__. Should the City or the Franchisee determine not to extend the term of the franchise beyond the Initial Term, they shall provide written notice of such intent to the other party no sooner than twelve (12) months prior to the expiration of the Initial Term and no later than six (6) months prior to the expiration of the Initial Term and in the event of such notice the franchise and this Agreement shall terminate upon expiration of the Initial Term. In the event neither party gives notice as aforesaid that it does not desire to extend the term of the franchise, then the City and the Franchisee shall enter into an amendment extending the term of the franchise and this Agreement for an additional 2-years for a total of 7-years, such agreement to be entered into at least three (3) months prior to expiration of the Initial Term.

Section 5. <u>Collection Services and Operations</u>.

A. Except as set forth in Section 12 hereof, the Franchisee shall provide residential construction and demolition debris removal services commencing on _____, 20__. The Franchisee shall transport all residential construction and demolition debris collected to a properly licensed facility.

B. The Franchisee shall provide all labor, materials, equipment, supervision and facilities necessary to provide efficient and effective services. The Franchisee shall pay all costs, expenses, and charges required to perform the services and dispose of the collected materials including the disposal charges and “tipping fees” at the facility. The Franchisee shall comply with all applicable local, state and federal statutes, laws, ordinances, rules and regulations. By entering into this contract, the awarded bidder is obligated to comply with the provisions of Section 448.095, Fla. Statutes, "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.

Section 6. <u>Equipment</u>.

A. The Franchisee shall have on hand at all times and in good working order such equipment as shall permit the adequate and efficient performance of the required services. Equipment shall be obtained from nationally known and recognized manufacturers of collection and disposal equipment. The Franchisee shall have available reserve equipment which can be put into service in the event of any breakdown. Vehicles used to provide the services shall be marked with the name of the Franchisee, business telephone number and the number of the vehicle in letters not less than five (5) inches high on each side of the vehicle.

B. The Franchisee shall provide all receptacles, containers, or dumpsters necessary for the collection of all residential construction and demolition services.

Section 7. Complaints.

The Franchisee shall assign a qualified person or persons to be in charge of operations within the service area. The Franchisee shall give the name and qualifications of these persons to the City. The Franchisee shall institute a system for addressing complaints from within the City which shall include informing each customer and the City of the phone number at which complaints will be received. Such phone will be promptly answered at a minimum from 8:00 a.m. to 5:00 p.m., Monday through Friday. In the event that the Franchisee is unable to promptly resolve any such complaints the Franchisee shall promptly notify the City of the nature of the complaint and the attempts made to resolve the complaint.

Section 8. Personnel.

A. The Franchisee shall require its employees to serve the public in a courteous, helpful and impartial manner.

B. Franchisee collection employees shall wear dress uniforms bearing the company name during working hours.

C. Each person employed to operate a vehicle shall at all times carry a valid Florida Driver's License for the type of vehicle being operated.

D. The Franchisee's collection employees will be required to remain on public right-of-ways and the premises of its customers. No trespassing by employees will be permitted on private property. Care shall be taken to prevent damage to property, including receptacles, trees, shrubs, flowers and other plants.

Section 9. Spillage.

The Franchisee shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During hauling, all residential construction and demolition debris shall be contained, tied or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage caused by the Franchisee, the Franchisee shall promptly clean up all spillage at its sole cost and expense. In the event that the Franchisee fails to promptly clean up spillage, then the City may do so and the Franchisee shall pay the City all costs and expenses incurred by the City in connection therewith.

Section 10. Excluded Debris.

Hazardous waste, biological waste, used oil and yard trash are expressly excluded from the franchise granted herein.

Section 11. Subcontractors.

Subcontractors shall be allowed only with the prior approval of the City Commission which consent may be granted or withheld in the discretion of the City Commission. The consent of the City Commission shall not be construed as making the City a part of such subcontract or subjecting the City to liability of any kind to any subcontractor.

Section 12. Rates and Charges.

A. Rates to be charged for the residential construction and demolition debris services to be performed under this Agreement are as set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof.

B. The Franchisee, at its sole cost and expense, shall be solely responsible for the billing and collection of all fees and charges payable to the Franchisee by customers for services rendered pursuant to this Agreement. The Franchisee shall use its best efforts to bill and collect all such fees on a monthly basis unless otherwise agreed to in writing by the City.

C. In consideration for the grant of this franchise and the execution of this Agreement by the City, the Franchisee agrees to pay to the City a franchise fee equal to TWENTY PERCENT (20%) of the fees and charges actually collected by the Franchisee from customers for services rendered pursuant to the franchise granted by this Agreement (the "**Franchise Fee**"). The Franchisee shall pay the Franchise Fee to the City on or before the tenth (10th) day of each month with respect to the fees and charges actually collected by the Franchisee during the previous month. Such payment shall be transmitted on a City approved form and shall include a certification by the Franchisee of the fees and charges actually collected during the prior month and such other information as may be required by the City. Failure of the Franchisee to make timely payment to the City of the Franchise Fee or falsification of the certification regarding fees and charges actually collected shall constitute a default by the Franchisee of this Agreement.

Section 13. Books and Records.

A. The Franchisee shall keep complete books and records at its place of business in Central Florida, setting forth a true and accurate account of all business transactions arising out of or in connection with this Agreement, including but not limited to a complete customer account listing and a record of all fees and charges billed and collected, all in accordance with good business practices and generally accepted accounting principles. The City shall have the right to have access to and inspect and copy the contents of said books and records during normal business hours. Upon thirty (30) days written request from the City, the Franchisee shall provide the City with a complete customer account listing and a record of all fees and charges billed and collected during the prior twelve (12) months.

B. The Franchisee shall annually submit to the City an audited financial statement with respect to all business transactions arising out of or in connection with this Agreement, which shall have been prepared by an independent certified public accountant reasonably acceptable to the City. The financial statement shall include a

determination of all fees and charges billed and collected by the Franchisee pursuant to the franchise granted by this Agreement and the Franchise Fees due to the City pursuant to this Agreement. Each such audited financial statement shall be based on the City's fiscal year of October 1 to September 30 and shall be submitted to the City on or before December 31 of each year except that the last such audit shall be submitted within sixty (60) days after the termination of this Agreement.

Section 14. Assignment.

This Agreement and the rights and privileges hereunder shall not be assigned or otherwise transferred by Franchisee except with the express written approval of the City. The City reserves the right in its sole and absolute discretion to approve or disapprove any such requested assignment or transfer of this Agreement. The City may require that any proposed assignee submit similar documentation to that provided by the franchisee at the time of award of the franchise. No assignment or transfer shall be effective until the assignee or transferee has executed with the City an Agreement of Acceptance, subject to approval by the City, evidencing that the assignee or transferee accepts the assignment or transfer subject to all of the terms, conditions and limitations imposed herein. Any such assignment or transfer shall be in form and content subject to the approval of the City.

Section 15. Indemnification.

Franchisee shall indemnify, defend and hold completely harmless the City, its elected representatives, officers, employees and agents of each, from and against any and all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, expert fees and reasonable attorneys fees and paralegal fees and attorneys and paralegal fees on appeal) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the City, or any property of, injury to or death of any person resulting from or arising out of the performance under this Agreement, or the acts or omissions of Franchisee officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by City's negligence or by the joint negligence of City and any person other than Franchisee or Franchisee's officers, agents, employees, subcontractors, licensees or invitees, or (ii) arising out of the failure of Franchisee to keep, observe or perform any of the covenants or agreements herein to be kept, observed or performed by Franchisee. City agrees to give Franchisee reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Franchisee or its insurer to compromise and defend the same to the extent of its interests and to reasonably cooperate with the defense of any such suit or claim. The provisions of this Section shall survive the expiration or earlier termination of the term of this Agreement with respect to any acts or omissions occurring during the term of this Agreement. Nothing set forth is this Agreement shall be deemed or construed as a waiver of sovereign immunity by the

City and the City shall have and maintain at all times and for all purposes any and all rights, immunities and protections available under controlling legal precedent and as provided under Section 768.28, Florida Statutes and other applicable law.

Section 16. Performance Bond.

The Franchisee shall, without expense to the City, furnish a performance bond in a form acceptable to the City as security for the performance of this Agreement. Said performance bond will be in the amount of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00). All premiums for the performance bond shall be paid by the Franchisee. This performance bond shall be written by a surety company licensed to do business in the State of Florida and approved by the City and shall be maintained in full force and effect throughout the term of this Agreement.

Section 17. Nondiscrimination.

The Franchisee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, handicap or national origin.

Section 18. Insurance.

The Franchisee, at all times during the term of this Agreement, shall meet the following requirements:

- Maintain all insurance coverage required by this Agreement and the RFQ to which this Agreement and the award of the franchise was based on (the "**RFQ**").
- Maintain any additional coverage required by the City.
- Name the City as an additional insured on all liability policies required by this Agreement. When naming the City as an additional insured, the insurance companies shall agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments.
- Make no change or cancellation in insurance without thirty (30) days prior written notice to the City.
- File original signed Certificates of Insurance, evidencing such coverage and endorsements as required herein with the City for approval before work is started. The certificate must state the Proposal Number and Title. Upon expiration of the required insurance, the Franchisee must submit updated certificates of insurance during the term of this Agreement.

It is understood and agreed that all policies of insurance provided by the Franchisee are primary coverage to any insurance or self-insurance the City possesses that may apply to a loss resulting from the work performed under this Agreement.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure and shall be made available to the City upon request to the Franchisee. No deductibles will be allowed in any policies issued on this Agreement

unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City.

Compliance by the Franchisee with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Franchisee of its liabilities and obligations under any section or provision of this Agreement or under applicable law.

Insurance coverage required shall be in force throughout the term of this Agreement. Should the Franchisee fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term, the City shall have the right to consider this Agreement breached and declare a default by the Franchisee.

If the Franchisee does not meet the insurance requirements of this Agreement, alternate insurance coverage, satisfactory to the City, may be considered.

Section 19. <u>Default and Termination</u>.

A. In the event that:

(1) the Franchisee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement applicable to the Franchisee, and such failure shall continue for a period of more than five (5) days after delivery to the Franchisee of a written notice of such breach or default;

(2) the Franchisee's occupational or business licenses shall terminate for any reason;

(3) the Franchisee shall become insolvent, or shall take the benefit of any present or future insolvency statutes, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

(4) the Franchisee shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof;

then in any of such events, the City, in its discretion, shall have the right to: (i) seek specific performance of this Agreement, (ii) terminate this Agreement for Default, which termination shall be effective twenty-four (24) hours after written notice of such termination is given to the Franchisee, or (iii) pursue such other actions and remedies as may be permitted by law, including an action for actual damages incurred or suffered by the City. In the event the City elects to terminate this Agreement, then the City may, at its option, delay the effective date of termination for default until the first day of the month following the date on which written notice of such termination is given to the Franchisee. The City shall specify the termination date on its written notice of termination.

B. In the event that the City shall fail to keep, perform, and observe each and every promise, covenant and agreement set forth in this Agreement applicable to the City, and such failure shall continue for a period of more than thirty (30) days after delivery to the City of a written notice of such breach, then the Franchisee may, as its sole and exclusive remedy, seek specific performance of this Agreement. It is expressly agreed that the Franchisee shall not be entitled to terminate this Agreement or seek damages against the City in the event of a default by the City.

C. In the event that a dispute arises between the City and the Franchisee, or any interested party, in any way relating to this Agreement, the Franchisee shall continue to render service in full compliance with all terms and conditions of this Agreement regardless of the nature of the dispute. The Franchisee shall be liable to the City for all costs reasonably incurred in providing collection and disposal service should the Franchisee fail to provide such services.

D. Upon termination of this Agreement the Franchisee shall cooperate with the City in order to ensure an orderly transition of all commercial and multi-family solid waste accounts to such new franchisee(s) as may be designated by the City.

Section 20. Attorneys' Fees.

In the event that either party finds it necessary to commence an action against the other party to enforce any provisions of this Agreement or because of a breach by the other party of any of the terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, paralegal fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings and the right to such reasonable attorneys' fees, paralegal fees and costs shall be deemed to have accrued from the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

Section 21. Notices.

All notices and approvals which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be made or given (i) by certified mail, postage prepaid, return receipt required, (ii) by hand delivery to named individuals representing the party to be notified, or (iii) by private parcel (next day) delivery service. Notices, including notice of a change of address or phone number, shall be addressed or

transmitted to the addressees set forth below, or that a party may otherwise designate in the manner prescribed herein:

As to the City:

City of Ocoee
150 North Lakeshore Drive
Ocoee, Florida 34761
Attention: Public Works Director
Phone: (407) 905-3100 Ext. 6002

As to Franchisee:

_____
_____
_____
_____
_____

Notices and approvals given or made as aforesaid shall be deemed to have been given and received on the date of actual receipt.

Section 22. Combination of Solid Waste.

The City shall not be responsible for any contamination of loads which are collected by the Franchisee (i.e., mixing of recyclable materials, yard trash, construction and demolition debris or other materials which are required to be separated prior to disposal under applicable federal, state and local statutes, laws, ordinances, rules and regulations).

Section 23. Miscellaneous.

A. Time is of the essence with respect to all matters set forth in this Agreement.

B. The Franchisee is not, and shall not for any purpose be, the agent of the City and shall have no power or authority to bind the City in any manner whatsoever.

C. This Agreement embodies and constitutes the entire understandings of the parties with respect to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

D. It is stipulated and agreed between the parties that this Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and

any trial or other proceeding with respect to this Agreement shall take place in the State of Florida with venue in Orange County, Florida.

E. Captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

F. The City shall not be responsible for any contamination of solid waste pick-ups with recyclable materials.

G. The City has been induced by Franchisee to enter into this Agreement by submittal of that certain response to request for proposals dated _____, 20__, said response being incorporated herein by reference and made a part of this Agreement. The Franchisee warrants and represents that the information submitted in said response to request for proposals remains true and correct as of the date hereof.

H. In the event of a conflict between the provisions of this Agreement and the terms of the RFQ, the provisions of this Agreement shall apply.

I. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. This Agreement is considered a non-exclusive Agreement between the parties.

Section 24. Waiver of Jury Trial.

Franchisee hereby voluntarily and intentionally waives the right to a trial by jury in respect to any litigation arising out of, under, or in connection with this Agreement or in connection with any course of conduct, course of dealing, statements (whether verbal or written) or action of either party, whether in connection with this Agreement or otherwise unrelated thereto. This Waiver of Jury Trial shall be binding upon all successors and assigns of the parties hereto.

Section 25. Severability.

If any part, section, subsection, or other portion of this Agreement except for the provisions of Section 12 hereof is declared void, unconstitutional, or invalid for any reason, such part, section, subsection or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Agreement, and all applications thereof not having been declared void, unconstitutional or invalid shall remain in full force and effect. The City and Franchisee declare that no invalid or prescribed provision or application was an inducement at the execution of this Agreement, and that they would have executed this Agreement, regardless of the invalid or prescribed

provision or application. In the event any part, subsection or other portion of Section 12 hereof is declared void, unconstitutional, or invalid for any reason, then either party may terminate this Agreement upon at least ninety (90) days notice to the other party.

Section 26. Charter Compliance.

The franchise granted pursuant to this Agreement has been awarded following a public hearing on the proposed franchise preceded by at least thirty (30) days' notice of the hearing and the proposed action by publication once a week for four (4) consecutive weeks in a newspaper of general circulation in the City of Ocoee.

[Signature pages to follow]

IN WITNESS WHEREOF, the **CITY OF OCOEE** has caused this Agreement to be executed by its Mayor and attested by its City Clerk, and has caused its seal to be hereto affixed; and the said Franchisee has caused this Agreement to be executed in its name by _____, its _____ President, attested by _____, its _____ Secretary, and has caused the seal of said corporation to be hereunto affixed, all as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____

_____

CITY OF OCOEE:

By:_____
Rusty Johnson, Mayor

Attest:_____
Melanie Sibbitt, City Clerk

(SEAL)

Signed, sealed and delivered
in the presence of:

_____

_____

FRANCHISEE:

By:_____
_____, President

Attest:_____
_____, Secretary

(SEAL)

For use and reliance only
by the City of Ocoee, Florida.
Approved as to form and legality
This _____ day of _____, 2021.

Shuffield, Lowman & Wilson, P.A.

_____
City Attorney

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

RESIDENTIAL CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of July, 2021, between the **CITY OF OCOEE**, a Florida municipal corporation (hereinafter referred to as the "City") and **WASTE PRO OF FLORIDA, INC.**, a Florida corporation (hereinafter referred to as the "**Franchisee**") for the purposes of granting a franchise for the collection and removal of residential construction and demolition debris within the corporate limits of the City, all subject to the terms, conditions and limitations set forth herein.

Section 1. Definitions.

For the purposes of this Agreement, all terms and words shall have the meaning set forth in Chapter 143 of the Ocoee City Code and in the definitions contained in Part IV of Chapter 403, Florida Statutes, and in state administrative rules adopted pursuant to Part IV of Chapter 403, Florida Statutes, as such statutes and rules may be amended from time to time.

Section 2. Grant of Franchise.

In consideration of the agreement of the Franchisee to (i) perform the services set forth in this Agreement, (ii) pay to the City the Franchise Fee set forth in Section 12 hereof, and (iii) otherwise comply with the terms and conditions of this Agreement, the City hereby grants to the Franchisee a franchise, including every right and privilege pertaining thereto, to operate and maintain residential construction and demolition debris services within the corporate limits of the City, except as provided in Section 10 hereof.

Section 3. Limits of the Franchise.

Except as set forth herein, the franchise covers the corporate limits of the City of Ocoee. Franchisee agrees that the limits of the franchise are subject to expansion or reduction by annexation or contraction of municipal boundaries and Franchisee has no vested right in a specific area. Further, Franchisee acknowledges and agrees that its right to serve certain lands hereto or hereafter annexed by the City which were the subject of a residential construction and demolition debris services franchise with Orange County which was in effect at least 6 months prior to the initiation of annexation is limited by the provisions of Section 171.062(4), Florida Statutes, as it may from time to time be amended. The provisions of Florida Statute 403.70605 shall also apply.

Section 4. Term.

The franchise shall be granted for an initial term of five (5) years commencing on **August 1, 2021** and terminating on **July 31, 2026**, unless sooner terminated by the City due to breach of the terms of this Agreement by the Franchisee ("the **Initial Term**"). The Initial Term of the franchise may be extended by mutual agreement of the City and the Franchisee for one additional two (2) year term commencing with the expiration of the Initial Term and terminating on **July 31, 2028**. Should the City or the Franchisee determine not to extend the term of the franchise beyond the Initial Term, they shall

provide written notice of such intent to the other party no sooner than twelve (12) months prior to the expiration of the Initial Term and no later than six (6) months prior to the expiration of the Initial Term and in the event of such notice the franchise and this Agreement shall terminate upon expiration of the Initial Term. In the event neither party gives notice as aforesaid that it does not desire to extend the term of the franchise, then the City and the Franchisee shall enter into an amendment extending the term of the franchise and this Agreement for an additional 2-years for a total of 7-years, such agreement to be entered into at least three (3) months prior to expiration of the Initial Term.

Section 5. Collection Services and Operations.

A. Except as set forth in Section 10 hereof, the Franchisee shall provide residential construction and demolition debris removal services commencing on **August 1, 2021**. The Franchisee shall transport all residential construction and demolition debris collected to a properly licensed facility.

B. The Franchisee shall provide all labor, materials, equipment, supervision and facilities necessary to provide efficient and effective services. The Franchisee shall pay all costs, expenses, and charges required to perform the services and dispose of the collected materials including the disposal charges and "tipping fees" at the facility. The Franchisee shall comply with all applicable local, state and federal statutes, laws, ordinances, rules and regulations. By entering into this contract, the awarded bidder is obligated to comply with the provisions of Section 448.095, Fla. Statutes, "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.

Section 6. Equipment.

A. The Franchisee shall have on hand at all times and in good working order such equipment as shall permit the adequate and efficient performance of the required services. Equipment shall be obtained from nationally known and recognized manufacturers of collection and disposal equipment. The Franchisee shall have available reserve equipment which can be put into service in the event of any breakdown. Vehicles used to provide the services shall be marked with the name of the Franchisee, business telephone number and the number of the vehicle in letters not less than five (5) inches high on each side of the vehicle.

B. The Franchisee shall provide all receptacles, containers, or dumpsters necessary for the collection of all residential construction and demolition services.

Section 7. Complaints.

The Franchisee shall assign a qualified person or persons to be in charge of operations within the service area. The Franchisee shall give the name and qualifications of these persons to the City. The Franchisee shall institute a system for addressing complaints from within the City which shall include informing each customer and the City of the phone number at which complaints will be received. Such phone will be promptly answered at a minimum from 8:00 a.m. to 5:00 p.m., Monday through Friday. In the event that the Franchisee is unable to promptly resolve any such complaints the Franchisee shall promptly notify the City of the nature of the complaint and the attempts made to resolve the complaint.

Section 8. Personnel.

A. The Franchisee shall require its employees to serve the public in a courteous, helpful and impartial manner.

B. Franchisee collection employees shall wear dress uniforms bearing the company name during working hours.

C. Each person employed to operate a vehicle shall at all times carry a valid Florida Driver's License for the type of vehicle being operated.

D. The Franchisee's collection employees will be required to remain on public right-of-ways and the premises of its customers. No trespassing by employees will be permitted on private property. Care shall be taken to prevent damage to property, including receptacles, trees, shrubs, flowers and other plants.

Section 9. Spillage.

The Franchisee shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During hauling, all residential construction and demolition debris shall be contained, tied or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage caused by the Franchisee, the Franchisee shall promptly clean up all spillage at its sole cost and expense. In the event that the Franchisee fails to promptly clean up spillage, then the City may do so and the Franchisee shall pay the City all costs and expenses incurred by the City in connection therewith.

Section 10. Excluded Debris.

Hazardous waste, biological waste, used oil and yard trash are expressly excluded from the franchise granted herein.

Section 11. Subcontractors.

Subcontractors shall be allowed only with the prior approval of the City Commission which consent may be granted or withheld in the discretion of the City Commission. The consent

of the City Commission shall not be construed as making the City a part of such subcontract or subjecting the City to liability of any kind to any subcontractor.

Section 12. Rates and Charges.

A. Rates to be charged for the residential construction and demolition debris services to be performed under this Agreement will be as reasonably determined by the Franchisee set forth in **RFQ #21-007** attached hereto and by this reference made a part hereof.

B. The Franchisee, at its sole cost and expense, shall be solely responsible for the billing and collection of all fees and charges payable to the Franchisee by customers for services rendered pursuant to this Agreement. The Franchisee shall use its best efforts to bill and collect all such fees on a monthly basis unless otherwise agreed to in writing by the City.

C. In consideration for the grant of this franchise and the execution of this Agreement by the City, the Franchisee agrees to pay to the City a franchise fee equal to TWENTY PERCENT (20%) of the fees and charges actually collected by the Franchisee from customers for services rendered pursuant to the franchise granted by this Agreement (the "**Franchise Fee**"). The Franchisee shall pay the Franchise Fee to the City on or before the tenth (10th) day of each month with respect to the fees and charges actually collected by the Franchisee during the previous month. Such payment shall be transmitted on a City approved form and shall include a certification by the Franchisee of the fees and charges actually collected during the prior month and such other information as may be required by the City. Failure of the Franchisee to make timely payment to the City of the Franchise Fee or falsification of the certification regarding fees and charges actually collected shall constitute a default by the Franchisee of this Agreement.

Section 13. Books and Records.

A. The Franchisee shall keep complete books and records at its place of business in Central Florida, setting forth a true and accurate account of all business transactions arising out of or in connection with this Agreement, including but not limited to a complete customer account listing and a record of all fees and charges billed and collected, all in accordance with good business practices and generally accepted accounting principles. The City shall have the right to have access to and inspect and copy the contents of said books and records during normal business hours. Upon thirty (30) days written request from the City, the Franchisee shall provide the City with a complete customer account listing and a record of all fees and charges billed and collected during the prior twelve (12) months.

B. The Franchisee shall annually submit to the City an audited financial statement with respect to all business transactions arising out of or in connection with this Agreement, which shall have been prepared by an independent certified public accountant reasonably acceptable to the City. The financial statement shall include a determination of all fees and charges billed and collected by the Franchisee pursuant to

the franchise granted by this Agreement and the Franchise Fees due to the City pursuant to this Agreement. Each such audited financial statement shall be based on the City's fiscal year of October 1 to September 30 and shall be submitted to the City on or before December 31 of each year except that the last such audit shall be submitted within sixty (60) days after the termination of this Agreement.

Section 14. Assignment.

This Agreement and the rights and privileges hereunder shall not be assigned or otherwise transferred by Franchisee except with the express written approval of the City. The City reserves the right in its sole and absolute discretion to approve or disapprove any such requested assignment or transfer of this Agreement. The City may require that any proposed assignee submit similar documentation to that provided by the franchisee at the time of award of the franchise. No assignment or transfer shall be effective until the assignee or transferee has executed with the City an Agreement of Acceptance, subject to approval by the City, evidencing that the assignee or transferee accepts the assignment or transfer subject to all of the terms, conditions and limitations imposed herein. Any such assignment or transfer shall be in form and content subject to the approval of the City.

Section 15. Indemnification.

Franchisee shall indemnify, defend and hold completely harmless the City, its elected representatives, officers, employees and agents of each, from and against any and all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, expert fees and reasonable attorneys fees and paralegal fees and attorneys and paralegal fees on appeal) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the City, or any property of, injury to or death of any person resulting from or arising out of the performance under this Agreement, or the acts or omissions of Franchisee officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by City's negligence or by the joint negligence of City and any person other than Franchisee or Franchisee's officers, agents, employees, subcontractors, licensees or invitees, or (ii) arising out of the failure of Franchisee to keep, observe or perform any of the covenants or agreements herein to be kept, observed or performed by Franchisee. City agrees to give Franchisee reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Franchisee or its insurer to compromise and defend the same to the extent of its interests and to reasonably cooperate with the defense of any such suit or claim. The provisions of this Section shall survive the expiration or earlier termination of the term of this Agreement with respect to any acts or omissions occurring during the term of this Agreement. Nothing set forth is this Agreement shall be deemed or construed as a waiver of sovereign immunity by the City and the City shall have and maintain at all times and for all purposes any and all

rights, immunities and protections available under controlling legal precedent and as provided under Section 768.28, Florida Statutes and other applicable law.

Section 16. Performance Bond.

The Franchisee shall, without expense to the City, furnish a performance bond in a form acceptable to the City as security for the performance of this Agreement. Said performance bond will be in the amount of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00). All premiums for the performance bond shall be paid by the Franchisee. This performance bond shall be written by a surety company licensed to do business in the State of Florida and approved by the City and shall be maintained in full force and effect throughout the term of this Agreement.

Section 17. Nondiscrimination.

The Franchisee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, handicap or national origin.

Section 18. Insurance.

The Franchisee, at all times during the term of this Agreement, shall meet the following requirements:

- Maintain all insurance coverage required by this Agreement and the RFQ #21-007 to which this Agreement and the award of the franchise was based on (the "**RFQ**").
- Maintain any additional coverage required by the City.
- Name the City as an additional insured on all liability policies required by this Agreement. When naming the City as an additional insured, the insurance companies shall agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments.
- Make no change or cancellation in insurance without thirty (30) days prior written notice to the City.
- File original signed Certificates of Insurance, evidencing such coverage and endorsements as required herein with the City for approval before work is started. The certificate must state the Proposal Number and Title. Upon expiration of the required insurance, the Franchisee must submit updated certificates of insurance during the term of this Agreement.

It is understood and agreed that all policies of insurance provided by the Franchisee are primary coverage to any insurance or self-insurance the City possesses that may apply to a loss resulting from the work performed under this Agreement.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure and shall be made available to the City upon request to the Franchisee. No deductibles will be allowed in any policies issued on this Agreement unless specific safeguards have been established to assure an adequate fund for

payment of deductibles by the insured and approved by the City.

Compliance by the Franchisee with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Franchisee of its liabilities and obligations under any section or provision of this Agreement or under applicable law.

Insurance coverage required shall be in force throughout the term of this Agreement. Should the Franchisee fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term, the City shall have the right to consider this Agreement breached and declare a default by the Franchisee.

If the Franchisee does not meet the insurance requirements of this Agreement, alternate insurance coverage, satisfactory to the City, may be considered.

Section 19. Default and Termination.

A. In the event that:

(1) the Franchisee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement applicable to the Franchisee, and such failure shall continue for a period of more than five (5) days after delivery to the Franchisee of a written notice of such breach or default;

(2) the Franchisee's occupational or business licenses shall terminate for any reason;

(3) the Franchisee shall become insolvent, or shall take the benefit of any present or future insolvency statutes, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

(4) the Franchisee shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof;

then in any of such events, the City, in its discretion, shall have the right to: (i) seek specific performance of this Agreement, (ii) terminate this Agreement for Default, which

termination shall be effective twenty-four (24) hours after written notice of such termination is given to the Franchisee, or (iii) pursue such other actions and remedies as may be permitted by law, including an action for actual damages incurred or suffered by the City. In the event the City elects to terminate this Agreement, then the City may, at its option, delay the effective date of termination for default until the first day of the month following the date on which written notice of such termination is given to the Franchisee. The City shall specify the termination date on its written notice of termination.

B. In the event that the City shall fail to keep, perform, and observe each and every promise, covenant and agreement set forth in this Agreement applicable to the City, and such failure shall continue for a period of more than thirty (30) days after delivery to the City of a written notice of such breach, then the Franchisee may, as its sole and exclusive remedy, seek specific performance of this Agreement. It is expressly agreed that the Franchisee shall not be entitled to terminate this Agreement or seek damages against the City in the event of a default by the City.

C. In the event that a dispute arises between the City and the Franchisee, or any interested party, in any way relating to this Agreement, the Franchisee shall continue to render service in full compliance with all terms and conditions of this Agreement regardless of the nature of the dispute. The Franchisee shall be liable to the City for all costs reasonably incurred in providing collection and disposal service should the Franchisee fail to provide such services.

D. Upon termination of this Agreement the Franchisee shall cooperate with the City in order to ensure an orderly transition of all commercial and multi-family solid waste accounts to such new franchisee(s) as may be designated by the City.

Section 20. Attorneys' Fees.

In the event that either party finds it necessary to commence an action against the other party to enforce any provisions of this Agreement or because of a breach by the other party of any of the terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, paralegal fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings and the right to such reasonable attorneys' fees, paralegal fees and costs shall be deemed to have accrued from the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

Section 21. Notices.

All notices and approvals which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be made or given (i) by certified mail, postage prepaid, return receipt required, (ii) by hand delivery to named individuals representing the party to be notified, or (iii) by private parcel (next day) delivery service. Notices, including notice of a change of address or phone number, shall be addressed or transmitted to the addressees set forth below, or that a party may otherwise designate in the manner prescribed herein:

As to the City:

City of Ocoee
150 North Lakeshore Drive
Ocoee, Florida 34761
Attention: Public Works Director
Phone: (407) 905-3100 Ext. 6002

As to Franchisee:

Waste Pro of Florida, Inc.
3705 St. Johns Parkway
Sanford, Florida 32771
Attention: Erik Sankey, Regional Vice President
Phone: (407)774-0800

Notices and approvals given or made as aforesaid shall be deemed to have been given and received on the date of actual receipt.

Section 22. Combination of Solid Waste.

The City shall not be responsible for any contamination of loads which are collected by the Franchisee (i.e., mixing of recyclable materials, yard trash, construction and demolition debris or other materials which are required to be separated prior to disposal under applicable federal, state and local statutes, laws, ordinances, rules and regulations).

Section 23. Miscellaneous.

A. Time is of the essence with respect to all matters set forth in this Agreement.

B. The Franchisee is not, and shall not for any purpose be, the agent of the City and shall have no power or authority to bind the City in any manner whatsoever.

C. This Agreement embodies and constitutes the entire understandings of the parties with respect to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

D. It is stipulated and agreed between the parties that this Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and any trial or other proceeding with respect to this Agreement shall take place in the State of Florida with venue in Orange County, Florida.

E. Captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

F. The City shall not be responsible for any contamination of solid waste pick-ups with recyclable materials.

G. The City has been induced by Franchisee to enter into this Agreement by submittal of that certain response to Request for Qualifications #21-007 dated May 11, 2021, said response being incorporated herein by reference and made a part of this Agreement. The Franchisee warrants and represents that the information submitted in said response to request for proposals remains true and correct as of the date hereof.

H. In the event of a conflict between the provisions of this Agreement and the terms of the RFQ, the provisions of this Agreement shall apply.

I. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. This Agreement is considered a non-exclusive Agreement between the parties.

Section 24. Waiver of Jury Trial.

Franchisee hereby voluntarily and intentionally waives the right to a trial by jury in respect to any litigation arising out of, under, or in connection with this Agreement or in connection with any course of conduct, course of dealing, statements (whether verbal or written) or action of either party, whether in connection with this Agreement or otherwise unrelated thereto. This Waiver of Jury Trial shall be binding upon all successors and assigns of the parties hereto.

Section 25. Severability.

If any part, section, subsection, or other portion of this Agreement except for the provisions of Section 12 hereof is declared void, unconstitutional, or invalid for any reason, such part, section, subsection or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Agreement, and all applications thereof not having been declared void, unconstitutional or invalid shall remain in full force and effect. The City and Franchisee declare that no invalid or prescribed provision or application was an inducement at the execution of this Agreement, and that they would have executed this Agreement, regardless of the invalid or prescribed provision or application. In the event any part, subsection or other portion of Section 12

hereof is declared void, unconstitutional, or invalid for any reason, then either party may terminate this Agreement upon at least ninety (90) days notice to the other party.

Section 26. Charter Compliance.

The franchise granted pursuant to this Agreement has been awarded following a public hearing on the proposed franchise preceded by at least thirty (30) days' notice of the hearing and the proposed action by publication once a week for four (4) consecutive weeks in a newspaper of general circulation in the City of Ocoee.

Section 27. Public Records

FLORIDA PUBLIC RECORDS LAW. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the RFQ and the responses thereto are in the public domain and are available for public inspection. Respondents are requested, however, to identify specifically any information contained in their Statements of Qualifications that they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Statements of Qualifications received in response to this RFQ become the property of the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the franchise agreement will become the exclusive property of the City.

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

1. Keep and maintain public records required by the City to perform the service.

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

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

4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of

the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.**

[Signature page to follow]

IN WITNESS WHEREOF, the **CITY OF OCOEE** has caused this Agreement to be executed by its Mayor and attested by its City Clerk, and has caused its seal to be hereto affixed; and the said Franchisee has caused this Agreement to be executed in its name by Erik Sankey, its RVP President, attested by Sean M Jennings its Corp Secretary, and has caused the seal of said corporation to be hereunto affixed, all as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FRANCHISEE: WASTE PRO OF FLORIDA, INC.

By: _____
Erik Sankey RVP, President

Attest: _____
Corp, Secretary

(SEAL)

Signed, sealed and delivered
in the presence of:

CITY OF OCOEE:

By: _____
Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

(SEAL)

For use and reliance only
by the City of Ocoee, Florida.
Approved as to form and legality
This 20th day of July, 2021.

Shuffield, Lowman & Wilson, P.A.

City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON July 20, 2021 UNDER AGENDA ITEM NO. 18

CONTRACT PERFORMANCE BOND
(Exclusive Residential Construction and Demolition Debris Removal Franchise Agreement)

KNOW ALL MEN BY THESE PRESENTS that _____, a _____ corporation, (hereinafter referred to as "Principal"), and _____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida (hereinafter referred to as "Surety"), are held and firmly bound unto the **City of Ocoee, Florida,** as Obligee, (hereinafter referred to as "Obligee"), in the Penal Sum of Twenty Thousand Dollars ($20,000.00), for the payment of which sum well and truly made, Principal and Surety bind themselves, and their successors and assigns, jointly and severally, in accordance with the terms set forth herein.

Recitals

WHEREAS, Principal has by written agreement dated July 20, 2021 entered into a contract, with the Obligee titled "Exclusive Residential Construction and Demolition Debris Removal Franchise Agreement" (hereinafter referred to as the "Contract") for the purposes of establishing an exclusive franchise granted by the Obligee and accepted by the Principal for the residential construction and demolition debris removal within the corporate limits of the City of Ocoee; and

WHEREAS, the Contract identifies certain performance obligations of the Principal for a term of five (5) years commencing on August 1, 2021, which term may be extended for an additional two (2) years; and

WHEREAS, the Surety acknowledges receipt of good and valuable consideration for the obligations it assumes hereunder.

NOW, THEREFORE, it is agreed that the above Recitals are acknowledged to be true and are incorporated herein by reference.

This Contract Performance Bond is being issued by the Surety to secure the performance obligations of the Principal under the Contract and any additional extensions thereof. If the Principal shall well, truly and timely perform all the undertakings, covenants, terms, conditions, and agreements of said Contract, within the term of the Contract and all extensions thereof; and shall also well, truly and timely perform all undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made; and shall pay, compensate, indemnify and save harmless the said Obligee of and from any and all loss, damage and expense, caused by any breach or default by Principal under the Contract, including, but not limited to, liquidated damages, damages caused by delays in performance of the Principal, expenses, costs and attorneys' fees, including attorneys' fees incurred in appellate proceedings, that Obligee sustains resulting directly or indirectly from failure of the Principal to perform its performance obligations under the Contract, then the obligations of this Contract Performance Bond shall be null and void; otherwise, this Contract Performance Bond shall remain in full force and effect and Surety shall be liable to Obligee under this Contract Performance Bond in accordance with its terms.

The Surety's obligations to the Obligee hereunder shall be direct and immediate and not conditional or contingent upon Obligee's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (a) amendments or modifications to the Contract entered into by Obligee and Principal without the Surety's knowledge or consent; (b) waivers of compliance with or any default under the Contract granted by Obligee to Principal or by Principal to Obligee without the Surety's knowledge or consent; (c) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The United States Bankruptcy Code, as the same may be from time to time amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings; or (d) any other action taken by Obligee or Principal that would, in the absence of this clause, result in the release or discharge by

operation of law of the Surety from its obligations hereunder. Any changes in or under the Contract or noncompliance with any formalities connected with the Contract or changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes.

The Surety shall perform the obligations of the Principal under the Contract upon receipt of five (5) days written notice of the Principal's default. In the event that the Surety fails to fulfill its obligations under this Contract Performance Bond, then the Surety shall pay, indemnify and save the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, caused directly or indirectly by the Principal's default(s) and the Surety's failure to fulfill its obligations hereunder. This Contract Performance Bond and its obligations shall survive the termination or cancellation of the Contract. The payment and indemnification obligations set forth in this paragraph shall be limited by the Penal Sum of this Contract Performance Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, 2021, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____Principal

By:_____(SEAL)

_____ (Official Title)

_____Surety

By:_____ (SEAL)

_____ (Official Title)

_____
(Countersigned by Florida Registered Agent)

NOTES: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Surety shall execute and attach a certified copy of Power of Attorney Appointing Individual Attorney-In-Fact for execution of Performance Bond on behalf of Surety.

GENERAL SURETY RIDER

To be attached and form a part of

Type of Bond: Contract

Bond No.: EACX4015153

Dated effective: 6/7/2021
(MONTH, DAY, YEAR)

executed by: Waste Pro of Florida, Inc. **as Principal,**
(PRINCIPAL)

and by: Endurance Assurance Corporation, **as Surety,**
(SURETY)

and in favor of: City of Ocoee, Florida.
(OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Effective/Expiration	6/7/2021 – 6/7/2022	8/1/2021 – 7/31/2022
Contract Date	10/3/2012	7/20/2021

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective 8/1/2021
(MONTH, DAY, YEAR)

Signed and Sealed 7/16/2021
(MONTH, DAY, YEAR)

Waste Pro of Florida, Inc.
PRINCIPAL

BY: _____
TITLE

Endurance Assurance Corporation
SURETY

BY: _____
Donna M. Planeta, ATTORNEY-IN-FACT

SOMPO INTERNATIONAL

POWER OF ATTORNEY

10182

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: **Donna M. Planeta, Joshua Sanford, Aimee R. Perondine, Michelle Anne McMahon, Bethany Stevenson, Samuel E. Begun, Melissa J. Stanton, Nicholas Turecamo, Bryan M. Caneschi, Alexis Apostolidis, Brendan Fletcher, Cassandra Baez, Jacqueline Rose Susco, Kathryn Pryor, Janee Wright, Eric Strba, Rebecca Josephson** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M. Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 16th day of July, 2021.

By:
Daniel S. Lorie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

This Bond supersedes and replaces Aspen bond number SU38179 effective 6/7/2021.
By acceptance of this Bond Aspen is released from all liability.

Bond No. EACX4015153

CONTRACT PERFORMANCE BOND
(Exclusive Residential Construction and Demolition Debris Removal Franchise Agreement)

KNOW ALL MEN BY THESE PRESENTS that Waste Pro of Florida, Inc., a Florida corporation, (hereinafter referred to as "Principal"), and Endurance Assurance Corporation, a corporation organized under the laws of the State of Delaware and licensed to do business in the State of Florida (hereinafter referred to as "Surety"), are held and firmly bound unto the **City of Ocoee, Florida**, as Obligee, (hereinafter referred to as "Obligee"), in the Penal Sum of Twenty Thousand Dollars ($20,000.00), for the payment of which sum well and truly made, Principal and Surety bind themselves, and their successors and assigns, jointly and severally, in accordance with the terms set forth herein.

Recitals

WHEREAS, Principal has by written agreement dated October 3rd, 2012 entered into a contract, with the Obligee titled "Exclusive Residential Construction and Demolition Debris Removal Franchise Agreement" (hereinafter referred to as the "Contract") for the purposes of establishing an exclusive franchise granted by the Obligee and accepted by the Principal for the residential construction and demolition debris removal within the corporate limits of the City of Ocoee; and

WHEREAS, the Contract identifies certain performance obligations of the Principal for a term of five (5) years commencing on June 8, 2014, which term may be extended for an additional two (2) years; and

WHEREAS, the Surety acknowledges receipt of good and valuable consideration for the obligations it assumes hereunder.

NOW, THEREFORE, it is agreed that the above Recitals are acknowledged to be true and are incorporated herein by reference.

This Contract Performance Bond is being issued by the Surety to secure the performance obligations of the Principal under the Contract and any additional extensions thereof. If the Principal shall well, truly and timely perform all the undertakings, covenants, terms, conditions, and agreements of said Contract, within the term of the Contract and all extensions thereof; and shall also well, truly and timely perform all undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made; and shall pay, compensate, indemnify and save harmless the said Obligee of and from any and all loss, damage and expense, caused by any breach or default by Principal under the Contract, including, but not limited to, liquidated damages, damages caused by delays in performance of the Principal, expenses, costs and attorneys' fees, including attorneys' fees incurred in appellate proceedings, that Obligee sustains resulting directly or indirectly from failure of the Principal to perform its performance obligations under the Contract, then the obligations of this Contract Performance Bond shall be null and void; otherwise, this Contract Performance Bond shall remain in full force and effect and Surety shall be liable to Obligee under this Contract Performance Bond in accordance with its terms.

The Surety's obligations to the Obligee hereunder shall be direct and immediate and not conditional or contingent upon Obligee's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (a) amendments or modifications to the Contract entered into by Obligee and Principal without the Surety's knowledge or consent; (b) waivers of compliance with or any default under the Contract granted by Obligee to Principal or by Principal to Obligee without the Surety's knowledge or consent; (c) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The United States Bankruptcy Code, as the same may be from time to time amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings; or (d) any other action taken by Obligee or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder. Any changes in or under the Contract or noncompliance with any formalities connected with the Contract or changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes.

The Surety shall perform the obligations of the Principal under the Contract upon receipt of five (5) days written notice of the Principal's default. In the event that the Surety fails to fulfill its obligations under this Contract Performance Bond, then the Surety shall pay, indemnify and save the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, caused directly or indirectly by the Principal's default(s) and the Surety's failure to fulfill its obligations hereunder. This Contract Performance Bond and its obligations shall survive the termination or cancellation of the Contract. The payment and indemnification obligations set forth in this paragraph shall be limited by the Penal Sum of this Contract Performance Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 31st day of March, 20X21 the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered
in the presence of:

Waste Pro of Florida, Inc. Principal

By: _____ (SEAL)

_____ (Official Title)

Endurance Assurance Corporation Surety

By: _____ (SEAL)

Kathryn Pryor, Attorney-in-Fact (Official Title)

_____
(Countersigned by Florida Registered Agent)
Caroline K. Lamarre Berton, FL Resident Agent

ORLA_1484761.1

NOTES: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Surety shall execute and attach a certified copy of Power of Attorney Appointing Individual Attorney-In-Fact for execution of Performance Bond on behalf of Surety.

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

10182

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Donna M. Pianeta, Joshua Sanford, Aimee R. Perondine, Michelle Anne McMahon, Bethany Stevenson, Samuel E. Begun, Melissa J. Stanton, Nicholas Turecamo, Bryan M. Caneschi, Alexis Apostolidis, Brendan Fletcher, Cassandra Baez, Jacqueline Rose Susco, Kathryn Pryor, Janee Wright, Eric Strba, Rebecca Josephson** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars ($100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 31st day of March, 2021.

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.
Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Joyce Tolbert, CPPB
Procurement Manager
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Fl 34761

5/06/21

Ms. Tolbert,

Waste Pro of Florida, Inc. (Waste Pro) is a family-owned, Florida corporation which is pleased to provide the enclosed proposal for the City of Ocoee.

Waste Pro is uniquely qualified to provide Residential Construction and Demolition Debris Removal Services for The City of Ocoee. In addition to having **fifteen** Roll Off trucks available for the City, we have a Claw Truck and four Rear Loaders ready, should Ocoee require additional collection methods. We have dozens of Roll Off cans ready and available for this Agreement.

Waste Pro was founded with the goal of providing the best possible waste collection and hauling service in this industry. Twenty years later we have become the largest municipal hauler in Florida – we've secured more Florida municipal franchises (120) than any other hauler operating in this State. We also operate eleven landfills, four recycling plants and five transfer stations in the Sunshine State. Our corporate headquarters are located in Seminole County, and our CEO John Jennings was inducted in the Environmental Industry Association's Hall of Fame in 2011.

Waste Pro's Orange County collection vehicles operate out of our five-acre Operational Facility on 1400 S. Orange Blossom Trail, Orlando, Florida. In addition to being the exclusive hauler for Winter Park, Maitland and Windermere, we service over 50,000 residential units in unincorporated Orange County.

Regarding RFQ requirements, Waste Pro shall comply with all stipulations, particularly those pertaining to the Convicted Vendor List/Public Entity Crimes, Public Records Compliance, Performance Bond, City Indemnification, Safety Requirements, Drug-Free Workplace, E-Verify, Non-Segregated Facilities, Conflict of Interest/Non-Collusion, Permits/Licenses/Fees, and Insurance Requirements. Waste Pro does not request clarifications or exceptions to the Franchise Agreement.

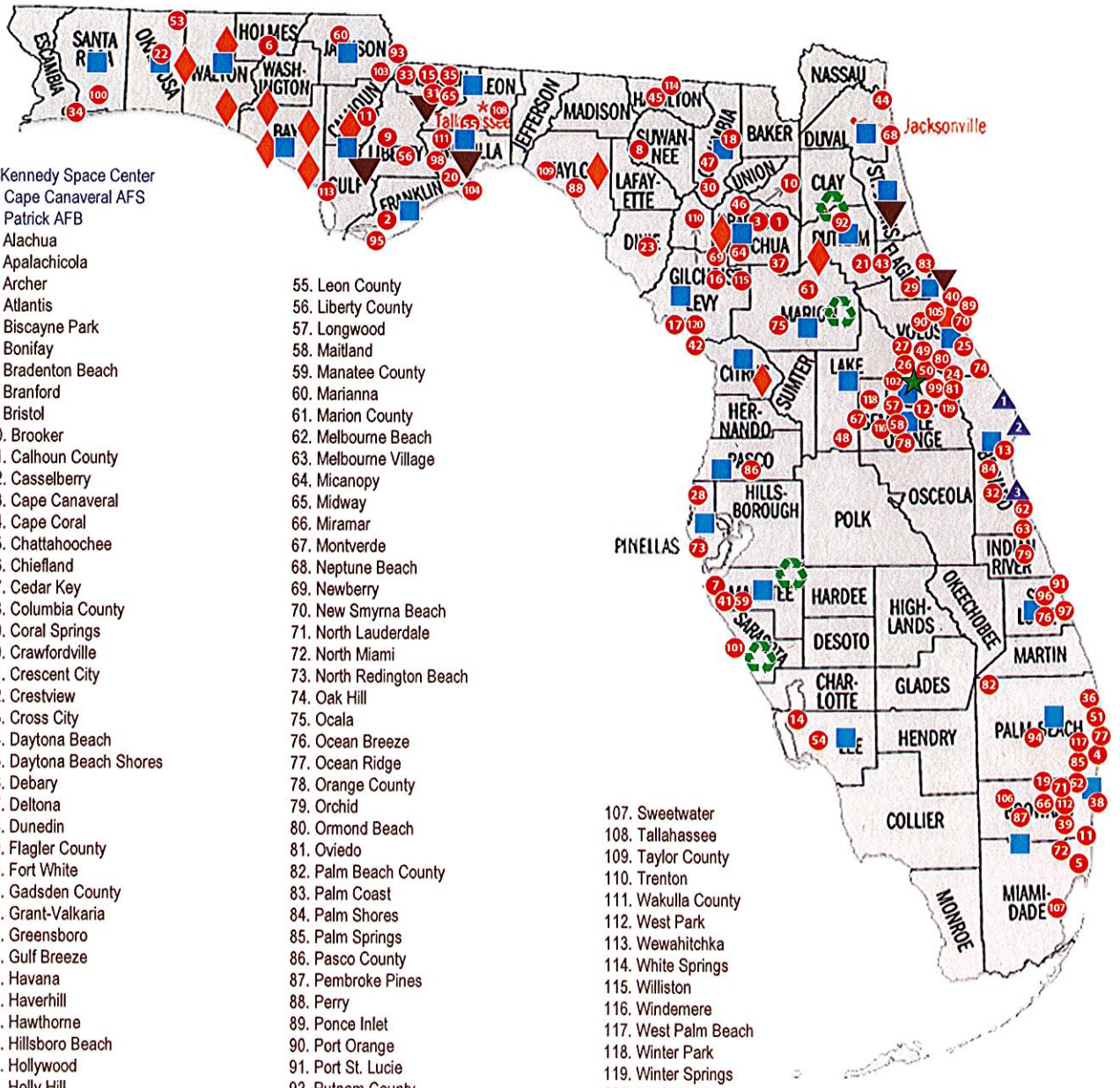
We thank you again for accepting this proposal. I am free at your convenience to discuss any items put forth in this proposal. Please accept my signature below for all documents included in this package.

Regards,

Erik Sankey
Regional Vice President
Waste Pro of Florida, Inc.
407-401-6771

WASTE PRO OF FLORIDA INC.

Caring For Our Communities



1.Kennedy Space Center
2. Cape Canaveral AFS
3. Patrick AFB
1. Alachua
2. Apalachicola
3. Archer
4. Atlantis
5. Biscayne Park
6. Bonifay
7. Bradenton Beach
8. Branford
9. Bristol
10. Brooker
11. Calhoun County
12. Casselberry
13. Cape Canaveral
14. Cape Coral
15. Chattahoochee
16. Chiefland
17. Cedar Key
18. Columbia County
19. Coral Springs
20. Crawfordville
21. Crescent City
22. Crestview
23. Cross City
24. Daytona Beach
25. Daytona Beach Shores
26. Debary
27. Deltona
28. Dunedin
29. Flagler County
30. Fort White
31. Gadsden County
32. Grant-Valkaria
33. Greensboro
34. Gulf Breeze
35. Havana
36. Haverhill
37. Hawthorne
38. Hillsboro Beach
39. Hollywood
40. Holly Hill
41. Holmes Beach
42. Inglis
43. Interlachen
44. Jacksonville
45. Jasper
46. LaCrosse
47. Lake City
48. Lake County
49. Lake Helen
50. Lake Mary
51. Lantana
52. Lauderdale by the Sea
53. Laurel Hill
54. Lee County

55. Leon County
56. Liberty County
57. Longwood
58. Maitland
59. Manatee County
60. Marianna
61. Marion County
62. Melbourne Beach
63. Melbourne Village
64. Micanopy
65. Midway
66. Miramar
67. Montverde
68. Neptune Beach
69. Newberry
70. New Smyrna Beach
71. North Lauderdale
72. North Miami
73. North Redington Beach
74. Oak Hill
75. Ocala
76. Ocean Breeze
77. Ocean Ridge
78. Orange County
79. Orchid
80. Ormond Beach
81. Oviedo
82. Palm Beach County
83. Palm Coast
84. Palm Shores
85. Palm Springs
86. Pasco County
87. Pembroke Pines
88. Perry
89. Ponce Inlet
90. Port Orange
91. Port St. Lucie
92. Putnam County
93. Quincy
94. Royal Palm Beach
95. St. George Island
96. St. Lucie County
97. St. Lucie Village
98. St. Marks
99. Sanford
100. Santa Rosa County
101. Sarasota
102. Seminole County
103. Sneads
104. Sopchoppy
105. South Daytona
106. Southwest Ranches

107. Sweetwater
108. Tallahassee
109. Taylor County
110. Trenton
111. Wakulla County
112. West Park
113. Wewahitchka
114. White Springs
115. Williston
116. Windemere
117. West Palm Beach
118. Winter Park
119. Winter Springs
120. Yankeetown

★ Corporate Headquarters
■ Hauling Companies
♦ Landfills
▲ Military Contracts
● Municipal Contracts
♻ Recycling Processing
▼ Transfer Stations

WASTE PRO OF FLORIDA, INC.
Corporate Headquarters
2101 W SR 434 Suite 305, Longwood, FL, 32779
407-869-8800 Fax: 407-869-8884

Company Background

A Family Company

There is more than meets the eye to running the Southeast's premier waste removal service company. Every day over 2,900 Waste Pro state of the art solid waste and recycling trucks service hundreds of thousands of customers. This task requires professional, experienced and dedicated people, working together under the leadership of an uncommon individual. When John Jennings began working in this industry in the early 70's he had no idea he would one day run one of the fastest growing solid waste and recycling firms in the Southeastern United States! After working on Wall Street as a trader and analyst, John decided to transition back into the solid waste industry, an industry he literally grew up in.

John began Waste Pro in 2001, and twenty years later we continue to be one of the fastest-growing privately-owned waste collection, recycling and processing and disposal companies in the country. We operate in ten Southeastern states. Our 2020 revenues exceeded $700 million, and we service more than two million residential and 40,000 commercial customers from over 75 operating locations. Our Executive Team, led by John Jennings and his son Sean, are seasoned industry professionals. We offer all the benefits of this family experience to The City of Ocoee. Every facet of our Florida-based company is geared toward providing whatever it takes to meet our customers' needs!

Longwood based Waste Pro of Florida, Inc. (Waste Pro), founded in 2001, currently services municipalities as small as a few hundred homes (Melbourne Village) to municipalities *in excess of 80,000 homes* (Cape Coral). We offer services from over 75 Southeastern operating locations including landfills in ten states: Florida, Alabama, Mississippi, Missouri, Louisiana, Arkansas, Tennessee, North and South Carolina and Georgia, with the majority of our municipal business located in Florida. We operate in 62 of 67 Florida Counties, from the panhandle to Miami. Waste Pro maintains state of the art recycling processing facilities (MRF's) in Atlanta, Sarasota and Ocala. We employ more than 3,800 employees and have more than 2,900 clean collection vehicles which display community-oriented graphics. Every vehicle incorporates the 3rd Eye, 360-degree onboard camera safety system.

Waste Pro's fleet is valued at more than $500 million, and in 2011 we announced a $100 million investment in Compressed Natural Gas-powered collection vehicles. Our first CNG fueling facility opened its doors in Fort Pierce, with others following in Daytona Beach, Palm Coast, Pompano Beach, Jacksonville, Sarasota, and Sanford, Florida.

It was in those early days that Michael Jennings learned and passed on to his son John, the philosophy on which the Waste Pro Group was built: loyal customers are earned by providing better, more efficient and more courteous service. Today, John Jennings, our clients and valued customers realize the benefits of these years of experience, specialized knowledge and hard work.

When John Jennings started his first waste collection company in 1973 he didn't think about how large his company eventually would become – he only knew that his customers paid for a service and he wanted to provide the best service that he possibly could. He wanted to distinguish himself from the other companies, and he did! He started in Orange County, Florida in the residential business and soon expanded into the commercial business. In 1976 he expanded into Seminole County, and in 1981 he

opened a site in Osceola County. By 1983 he ventured into Volusia and Flagler Counties. By 1992 the Jennings companies expanded operations to include municipal consulting and sales. To more adequately describe the total services being offered, John incorporated JENNINGS ENVIRONMENTAL SERVICES, INC. in March of 1992 and used this vehicle for expansions and acquisitions.

John Jennings met John Drury, then a BFI Regional Vice President, in 1979. John Drury later became president of BFI and subsequently, Chairman and CEO of USA Waste Services, Inc (USA). As both companies grew, a professional friendship developed between both men, which led to the transition in 1996 in which JENNINGS ENVIRONMENTAL SERVICES, INC. became the first-tier subsidiary of USA. This move resulted in John heading up corporate activity for Florida and the Caribbean. JENNINGS and USA grew rapidly, to the point where USA acquired Waste Management, Inc. in July of 1998. Because Waste Management dwarfed USA, the board of directors elected to change the USA name to Waste Management.

Tired of a large, corporate structure, Mr. Jennings and a few executives decided to leave Waste Management and start a new company in 2001 – Waste Pro of Florida! Today's Waste Pro Jennings Team is made up of people who prefer day-to-day contact with both our employees and customers. Our philosophy is drastically different than the corporate bureaucratic make-up of the big national companies. Our adherence and dedication to customer service differs from the dictates of an out-of-state policy. Our preference to deal with local vendors was deemed unacceptable. Our personal touch with our employers and their families was thought to be old fashioned. Our entire team decided that we needed to sever our relationship with Waste Management and begin to offer our type of customer service relationships to all customers. We left together in January 2000 and agreed to stay out of waste collection in North and Central Florida for one year. We decided to provide consulting, demolition and land clearing, and we began waste collection in Georgia and South Carolina. As we grew, more key personnel joined the Waste Pro team including solid waste Veterans CFO Cort Sabina and Vice Presidents Tim Dolan, Keith Banasiak, Russell Mackie and Ralph Mills. Today's Waste Pro's core Corporate Team consists of:

Senior Management Team

John Jennings – Chairman, Waste Pro USA: For over forty years John Jennings has been involved in the solid waste and recycling industry in Central Florida. The son of a garbage man and a first generation American, Mr. Jennings is a nationally recognized expert in the Solid Waste & Recycling industry. He has held high ranking positions in IWS, USA Waste and Waste Management along with owning Jennings Environmental Services. In 2001 he started Waste Pro and has watched the company blossom into over 75 operating locations, more than 3,300 employees, with more than $700 million a year in annual revenues. Waste Pro went from 2 trucks with a handful of customers in 2001 to over 2 million residential customers in 2020.



Under Mr. Jennings' leadership, vision and commitment to superior service Waste Pro has become the leading solid waste and recycling services provider in the Southeast. John has served on numerous solid waste and recycling industry and governmental committees and panels. He has been a feature speaker about environmental issues, both nationally and internationally. In 2011 he was unanimously elected to

the National Solid Waste Management Association Hall of Fame. John was a finalist for Ernst & Young Florida Entrepreneur of the Year Award, elected to the Holy Cross High School Hall of Fame, and lastly John was the keynote speaker at the 2011 Executive Roundtable for America's Solid Waste Leaders. Education Level – B.A. Finance and Masters' of Business Administration, St. Johns University (NY). John also has a Chartered Investment Analysis degree from New York Institute of Finance. Phone: 407-869-8800, Fax: 407-869-8884. jjennings@wasteprousa.com, 2101 West S.R. 434, Suite 315, Longwood, FL 32779.

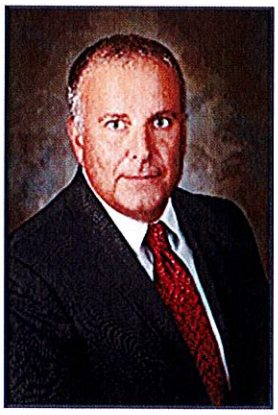
- Member, Board of Governors and Board of Directors, Sweetwater Club
- Member, Board of Advisors, St. Johns University, NY, College of Business Admin.
- Registered Representative: NASD, NYSE, Portfolio Manager, Stock Trader and Analyst.

Sean Jennings – President & CEO: Sean, a native Floridian, previously served as the Division Manager of



Waste Pro's Sarasota-Bradenton Regional Operations and Recycling Facility. A third-generation garbage man, he is the son of Waste Pro Founder John Jennings. Sean has been exposed to every facet of the business throughout his life, and more formally since joining the company in 2012. Prior to becoming President, he worked in various roles since he was a teenager. His summers in high school were spent on the back of a garbage truck. Post college he worked on garbage trucks in Costa Rica, then worked in operations and landfill construction in Mississippi and Georgia. Four years ago, Sean earned the title of Division Manager for the Waste Pro Tampa-Clearwater region. In 2016 he assumed management of the Bradenton-Sarasota division, where he built a compressed natural gas fueling facility and a materials recycling facility. A graduate of the University of Alabama, with a degree in Finance and Economics, he is a Board Member of Keep Manatee Beautiful and is a member of Waste Pro's inaugural Young Leaders Initiative class. He was nationally recognized as one of Waste360's 40 under 40 earlier this year, and The Orlando Business Journal recognized Sean as a "40 Under 40" awards honoree. Sean was also instrumental in spearheading an innovative hiring program. Last year he partnered Waste Pro with the Florida Department of Corrections to create an employment program for offenders under state supervision. This program is aimed at addressing the nationwide shortage of skilled mechanics and commercially licensed drivers, as well as reducing recidivism among offenders. This program is currently being piloted in Waste Pro's Sanford and Orlando offices. Phone: 407-869-8800, Fax: 407-869-8884, sjennings@wasteprousa.com, 2101 West S.R. 434, Suite 315, Longwood, FL 32779.

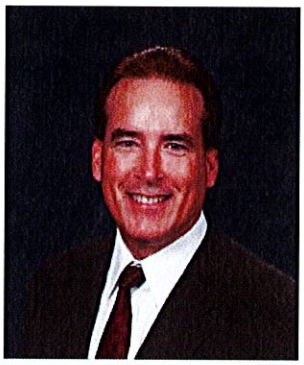
Keith Banasiak – Chief Operating Officer & Senior Vice President: A graduate of Indiana University with



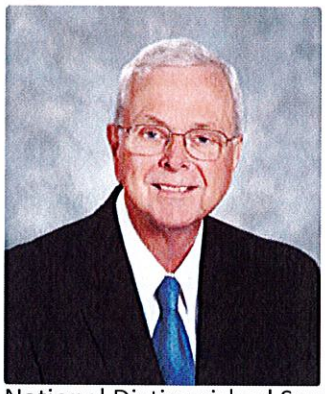
a B.S. in Business Administration, Keith Banasiak has more than 30 years of management experience in the waste industry. In 1987, he started in the non-ferrous scrap processing and reclamation industry. Primarily responsible for processing operations, he managed fleet operations, disposal of residual special waste and the facility environmental requirements of state and local governments. In 2001, he relocated to Ft. Myers as Regional Manager for a private solid waste and disposal hauling company. He was responsible for managing two facilities that covered four counties in South Florida. These municipal contracts consisted of 85,000 residential units and 7,500 commercial accounts. Banasiak, who was named Senior Vice President in 2019, has more than 30 years of experience in the waste industry. Prior to his promotion last

year, he served as Regional Vice President of Waste Pro's Florida West Coast operations, one of the company's largest regions with more than 275,000 residential customers and more than 10,000 commercial customers across Florida's West Coast from Taylor County south through Collier County. As a resident of Southwest Florida, Banasiak is involved with many local and regional community organizations, including serving as Chairman Emeritus of both Keep Lee County Beautiful and Keep Manatee Beautiful. He also serves as Chairman for the Community Cooperative and a board member for The Foundation for Lee County Public Schools. Phone: 239-229-7500, Fax: 407-869-8884, kbanasiak@wasteprousa.com, 2101 West S.R. 434, Longwood, FL 32779.

Cort Sabina – Chief Financial Officer: Cort Sabina has 25 years of in-depth financial management experience. At Waste Pro, he has served as Vice President of Finance and Controller. Today, he is CFO of the entire finance function for Waste Pro. Cort's experience began with one of the Nation's largest Taft-Hartley Health and Welfare and Pension Funds, Central States Southeast and Southwest area's Health and Welfare and Pension Funds in Chicago. During his 10 years with Central States, he held a variety of positions including Staff Auditor and Audit Manager. Widening his accounting skills in public accounting, he joined the "big four" firm Ernst & Young in Chicago, IL. He followed that roll as Division Controller with Allied Waste in the Chicago market. In 2000, Cort moved to Florida to join Florida Recycling Services (FRS). Following an acquisition by Waste Services (Progressive Waste), Cort continued with the company as a District/Regional Controller. Cort joined the management team of Waste Pro USA as Corporate Controller in July 2006. Cort has held the position of V.P. and Chief Accounting Officer and most recently in June 2013 has assumed the duties of CFO. He is a member of the Rollins College Financial Leadership Network (FLN) as part of the CFO Council. Phone: 407-869-8800, Fax: 407-869-8884, csabina@wasteprousa.com, 2101 West S.R. 434, Suite 315, Longwood, FL 32779.



Bob Hyres - Executive Vice-President: Mr. Hyres has over thirty years of experience in the solid waste and recycling industry. He is a recognized expert in all aspects of solid waste collection, recycling, processing and disposal. He has been a leader in managing very large multiple operations, complex municipal marketing groups and in government affairs. He is actively involved in key leadership roles in local, state and national environmental organizations. He is the past Chairman of the Advisory Board for the Florida Center for Solid and Hazardous Waste Management (a Florida University System Study Center) and the Florida Chapter of the National Solid Wastes Management Association (NSWMA). He also currently serves on the Government Affairs Committee for the national arm of the NSWMA. He was recognized for his statewide leadership role in Florida and was awarded the 2002 NSWMA National Distinguished Service Award in Las Vegas. Bob earned an undergraduate degree in Business and Economics and a Masters' Degree in Management from Rollins College and the Rollins College Crummer Graduate School, Winter Park, Florida. Phone: 407-869-8800, Fax: 407-869-8884, bhyres@wasteprousa.com, 2101 West S.R. 434, Suite 315, Longwood, FL 32779.



Ron Pecora – Chief Marketing Officer: Mr. Pecora has more than 35 years of professional experience in marketing management, relationship marketing, public relations, advertising and community engagement. As Waste Pro's CMO, he manages corporate-wide internal and external communications, advertising, sponsorships, internet sales, collateral literature development and overall business development programs. Prior to joining Waste Pro in 2010, Ron owned a marketing communications' (advertising and public relations) company for 20 years. Early on in his career Ron was the Marketing Director for a consulting engineering firm with 50 offices throughout the Southeast. He has been active in the Central Florida community, chairing the boards of many social services organization. Ron also served as a Commissioner of the Orlando Housing Authority. He is a 1968 graduate of UF, College of Journalism. After graduation Ron served as an information spokesperson in the USAF during the Vietnam War. Phone: 407-869-8800, Fax: 407-869-8884, rpecora@wasteprousa.com, 2101 West S.R. 434, Longwood, FL 32779.



Shannon Early – Corporate Human Resources Director:



An Orlando native, Ms. Early has more than 20 years of Human Resources experience. A graduate of Florida State University, Shannon is certified as a Senior Professional in Human Resources (SPHR) by the Society for Human Resource Management. Shannon began her career with SunTrust Banks, Inc. where she was responsible for recruiting and employee relations within their Operations Division. In 1998 she joined AAA, transitioning to the position of Manager of Employee Development and Staffing. In this role Shannon held HR responsibilities that covered a variety of assignments, including recruitment, employee relations/engagement, management training, EEO/AA, and policy development. Ms. Early joined Waste Pro in 2011 as Manager of Training and Human Resources. In August 2013 she assumed the responsibilities of Director of Human Resources. Shannon is a member of the Employers Association Forum Board. Education Level: B.A. Management, FSU. Phone: 407-869-8800, Fax: 407-869-8884, searly@wasteprousa.com, 2101 West S.R. 4343, Suite 315, Longwood, FL 32779.

Tim Dolan – Vice President of Municipal Marketing: With over 30 years of experience in the solid waste and recycling industry, Tim Dolan is responsible for contract development and retention. A second-generation garbage man, Tim began working in this industry during high school. He has held positions in sales, human resources, operations, safety, management and municipal marketing. He has worked in Kentucky, Georgia, North and South Carolina and Florida for regional and national solid waste firms. Tim has successfully managed over 20 contract startups (transitions) ranging from 500 to 40,000 homes in the past 19 years, including unincorporated Marion, Seminole, Orange, Polk, Volusia and Lake Counties. Tim has managed the Central Florida market for Waste Pro since 2002, and he is familiar with every county and municipal contract within his footprint. Tim has been a board member of BSA–Central Florida Council, Seminole State Foundation, Private Business Association of Seminole County, Florida Citrus Sports, Four Townes Rotary, and Volusia County Boys and Girls Clubs. Education Level – B.A. History, NCSU, Raleigh, NC. Phone: 321-231-2544, Fax: 407-869-8884, tdolan@wasteprousa.com, 2101 S.R. 434, Longwood, FL 32771.



Romeo Vellutini – Corporate Director of Safety:



Originally from Denver, CO, Romeo spent much of his life in Las Vegas. He joined the Waste Pro team in 2017 and has more than 20 years of experience in the waste and recycling industry. Prior to joining Waste Pro, he was an Area Safety Manager for a national waste services firm. He was instrumental in developing process improvements, claims & risk reduction procedures, and OSHA/DOT compliance. Romeo has a particular knack for team building and getting employees to "buy in" to cultural change, as it's related to improving safety practices and procedures. One of his greatest accomplishments was being recognized and awarded for finishing first in Safety Compliance nationwide. He's a member of the American Society of Safety Engineers and he currently resides in Debary, FL. Phone: 407-869-8800. Fax: 407-869-8884, rvellutini@wasteprousa.com, 2101 West S.R. 434, Suite 315, Longwood, FL 32779.

Experience

We are proud to offer waste management, residential construction and demolition debris removal services from over 75 locations in ten states which include Florida, Georgia, Louisiana, Mississippi, North & South Carolina, Tennessee, Alabama, Arkansas and Missouri. Waste Pro holds over three hundred exclusive City and County franchises. Waste Pro provides solid waste and recycling services to over 2,000,000 residences and over 40,000 businesses. We also specialize in commercial solid waste and multifamily collection services.

Waste Pro Storage, Maintenance, Staging and Office Locations:

Longwood, FL (corporate office)
Fort Myers, FL
Milton, FL
Southaven, MS
Cocoa, FL
Fanning Springs, FL
Jacksonville, FL
Midway, FL
Daytona Beach, FL
Sarasota, FL
West Palm Beach, FL
Davenport, FL
Panama City Beach, FL
Ocala, FL
Hernando, FL
Athens, GA
Hardeeville, SC
Alabaster, AL
Concord, NC
Gautier, MS
Meridian, MS
Kenner, LA
Jackson, MS
Natchez, MS
Brookhaven, MS
Elkton, FL
St. Augustine, FL
Ball Ground, GA
Birmingham, AL
DeKalb, MS
Crestview, FL
Southport, FL
Fort Pierce, FL
Sanford, FL
Arden, NC
Orlando, FL
Alachua, FL
Bunnell, FL
Palatka, FL
Lake City, FL
Crestview, FL
Tallevast, FL
Pembroke Pines, FL
Columbus, MS
Pompano Beach, FL
Clearwater, FL
Clermont, FL
Doraville, GA
Summerville, SC
Spanish Fort, AL
Monroe, NC
Ocean Springs, MS
Hattiesburg, MS
Geismer, LA
Miami, FL
Greenwood, MS
Hoxie, AR
Interlachen, FL
Quincy, FL
Atlanta, GA
Lake City, FL
Blountstown, FL
Freeport, FL

Since 2001, Waste Pro USA has earned most of these franchised hauling contracts through a competitive bidding process, however some were absorbed through acquisition: Allgood – AL, Alachua – FL, Arcade - GA, Archer – FL, Beaufort – SC, Belleview – FL, Belmont – NC, Bessemer

City – NC, Bibb County – AL, Bloomingdale – GA, Bowman – GA, Bonifay - FL, Bradenton Beach – FL, Branford – FL, Bristol – FL, Brooker – FL, Buncombe County - NC, Calhoun County – FL, Canton – MS, Cape Canaveral – FL, Cape Coral – FL, Carl – GA, Casselberry – FL, Carthage – MS, Chiefland – FL, Cedar Key – FL, Concord – NC, Crescent City – FL, Crestview – FL, Cross City – FL, Danielsville – GA, Daytona Beach – FL, DeBary – FL, Decatur – MS, Deltona – FL, Denton – NC, Flagler County – FL, Foley – AL, Fort White – FL, Gadsden County – FL, Gonzalez – LA, Grant Valkaria – FL, Gautier – MS, Greensboro – FL, Gwinnett County – GA, Harrison County – MS, Havana – FL, Hawthorne – FL, Hinds County – MS, Hollywood – FL, Ila – GA, Indian Trails – NC, Interlachen – FL, Inglis – FL, Jackson County – MS, Jacksonville – FL, Jasper – FL, Jefferson – GA, Jemison – AL, Kimberly – AL, La Crosse – FL, Lake Helen – FL, Leake County – MS, Lee County – FL, Liberty County – FL, Locust Fork – AL, Loganville – GA, Longwood – FL, Louisville – MS, Loxahatchee Groves – FL, Manatee County – FL, Maysville – GA, Melbourne Village – FL, Meridian – MS, Melbourne Beach – FL, Micanopy – FL, Midway – FL, Minneola – FL, Miramar – FL, Monroe – NC, Montverde – FL, Moss Point – MS, Nicholson – GA, Neptune Beach – FL, Newberry – FL, North Lauderdale – FL, North Miami – FL, Noxapater – MS, New Smyrna Beach – FL, Oak Hill – FL, Ocala – FL, Ocean Springs – MS, Orange County – FL, Orchid – FL, Palatka – FL, Palm Beach County – FL, Palm Coast – FL, Palm Shores – FL, Pascagoula – MS, Perry – FL, Philadelphia – MS, Port Orange – FL, Port Royal – SC, Port St. Joe – FL, Port St. Lucie – Fl, Putnam County – FL, Punta Gorda – FL, Quincy – FL, Ridgeland – SC, Salisbury – NC, St. Lucie County – FL, St. Lucie Village – FL, St. Marks – FL, Sanford – FL, Seminole County – FL, Santa Rosa County – FL, Snellville – GA, South Daytona – FL, Summerville – SC, Sweetwater – FL, Tallahassee – FL, Taylor County – Fl, Thunderbolt – GA, Trenton – FL, Tybee Island – FL, Walnut Grove – MS, West Park – FL, White Springs – FL, Williston – FL, Windermere – FL, Winter Park – Fl, Winter Springs – FL, Yankeetown – FL, Cape Canaveral Air Force Base – FL, Patrick Air Force Base – FL, Parris Island Recruiting Depot – SC, Kennedy Space Center – FL, Atlantic Marine Tri Command – SC, Joint Base Charleston Naval Weapons Station – SC, Dobbins Air Force Base – GA.

Our five largest contracts (accounts) are: Cape Coral (81,216 homes), Manatee County (78,436 homes), Port St. Lucie (74,230 homes), Palm Beach County (47,185 homes), and Lee County (68,886 homes). Waste Pro of Florida, Inc, has not had a franchise or other governmental agreement terminated in the last three years due to default, nor have there been any such terminations since this company was founded.

Local Staff Experience!

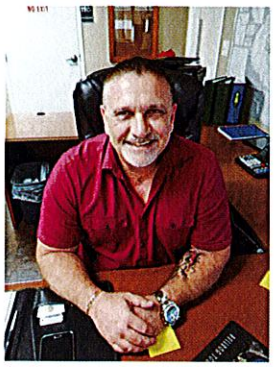
The Waste Pro veterans who will be responsible for our work in Ocoee have over 200 years of combined experience in this industry, and some are second generation employees! Whether Management, Maintenance, Operations, Safety, or Administrative, we continue to offer The City of Ocoee seasoned solid waste and recycling veterans from Central Florida. Many of these professionals have worked together at Waste Pro for years. We understand each other's roles, and we support each other in various capacities. Each of the following solid waste professionals are currently involved in the Ocoee franchise. One of our benchmarks is longevity - in this industry managers come and go. Not so with Waste Pro - our managerial staff remains bedrock in Central Florida, and our municipalities can count on the same, reliable team members year after year. We do not rely on collection subcontractors. Only experienced industry veterans will continue to be responsible for the City's contract.

Regional VP – Erik Sankey – Overall Project Management



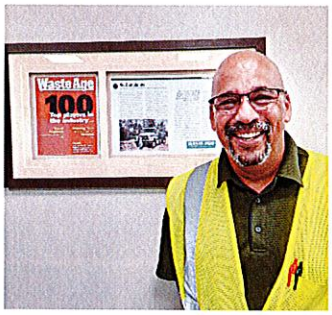
Erik has over two decades of experience in the solid waste and recycling industry, previously holding managerial roles with two national haulers. In addition, he has experience as an owner/operator for smaller regional haulers. Sankey joined Waste Pro in 2019 as a Regional Operations Manager for our Central Florida footprint and was promoted to Regional Vice President in 2020. As RVP, he oversees Waste Pro operations in Orange, Seminole, Brevard, Volusia, Marion and Lake Counties. Waste Pro's Central Florida Region is one of our original service areas, serving Windermere, Winter Park, Maitland, Sanford, Winter Springs, Daytona Beach, Port Orange, Ormond Beach, Ocala, Cape Canaveral, Lake, Orange, Seminole and Lake Counties. In addition to managing the region's six operational facilities, Erik oversees Waste Pro's recycling facility in Ocala, our transfer station in Ormond Beach and compressed natural gas (CNG) stations in Sanford and Daytona. Phone: 407-401-6771, Fax: 407-786-0800, esankey@wasteprousa.com, 3705 St. John's Parkway, FL 32771.

Division Manager – Steve Painter – Overall Supervision



A veteran in the solid waste and recycling industry, Steve has managed our Orange County Division for the last three years. Mr. Painter began his career in 1985 as a thrower on a residential truck in Pittsburgh, PA. With an aptitude for analysis and management, he moved into commercial dispatch and gradually worked his way into a Division Manager position, managing one of the largest hauling divisions in Pennsylvania. Steve then moved to Florida where he worked nine years as a regional Operations and Productivity Specialist, Regional Operations Manager and Division Manager for Waste Pro's Orlando and Lake County operational facilities. Phone: 321-377-1145, Fax: 407-398-0357, spainter@wasteprousa.com, 1400 S. Orange Blossom Trail, Orlando, FL 32805.

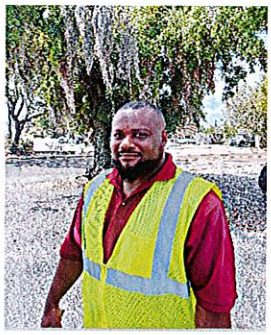
Operations Manager – Pedro Pratt – Direct Supervision



Another industry veteran, Pedro has over 25 years of industry experience. Before joining Waste Pro, Pedro began his career with BFI in 1994 as a helper. It was there he obtained his CDL and became a residential driver, commercial driver and route supervisor. In 1999 he moved to Ormond Beach where he managed three large Volusia County municipal contracts valued at $16M annually. In 2003 Pedro was promoted to the Safety Division. In this capacity he excelled in reducing claims and at-fault incidents. In 2005 he transitioned to Operations Management for the Orange City Operational Facility, with over 65 residential and commercial routes. During this time Pedro managed opening of the Tavares Operational Facility in Lake County. In 2015 Pedro moved to Texas to become Division Manager of a large hauling outfit. We are proud to have

Pedro back in Florida and on the Waste Pro team! Phone: 321-355-8878, ppratt@wasteprousa.com, 1400 S. Orange Blossom Trail, Orlando, FL 32805.

Field Supervisor – Chris Barnes



Mr. Barnes began with Waste Pro as a thrower in 2008 and he quickly earned his CDL. A trustworthy residential recycling driver, Chris was the first choice for a resident route manager for our Windermere, Maitland and Winter Park contracts. Chris commands positivity, crew camaraderie and respect among his peer supervisors. Always eager to please, Chris has developed a knack for organizing and managing special events as well as acting as a liaison between Waste Pro and City Staff. Phone: 407-427-7705, Fax: 407-398-0357, cbarnes@wasteprousa.com, 1400 S. Orange Blossom Trail, Orlando FL 32805.

Regional Safety Manager – Tim Nicholson



Tim spent 30 years in the fire services industry before joining Waste Pro. In his 30 years with Seminole County Fire Department, he was a Paramedic and gradually rose to Lieutenant. He was responsible for Training, Response, Hazardous Waste and EMS calls. As a Battalion Chief, Tim was responsible for EMS response and overall department oversight. He was responsible for development of the rescue fleet and training of department Paramedics. As a Division Chief of Logistics, he was responsible for the fleet, building maintenance, facilities construction, Departmental Compliance and Accreditation. Mr. Nicholson headed up the Department's Safety Committee and he represented the County's Safety Committee. Tim was a BSA Assistant Scout Master, Dixie Youth baseball coach and is currently the President of a high school band Parent's Association. We are proud to have Tim Nicholson on the Waste Pro Team! Phone: 407-342-9238, Fax: 407-786-0800, tnicholson@wasteprousa.com, 1400 S. Orange Blossom Trail, Orlando, FL 32805.

Government Affairs & Marketing – Platt Loftis



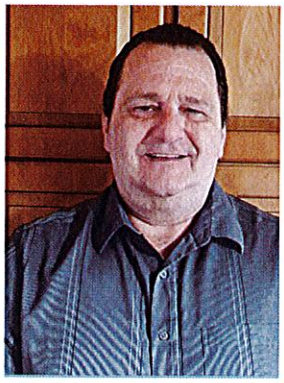
Platt began his solid waste and recycling career as a Waste Pro trainee in February 2006. He began working as a route supervisor for Winter Springs, then Longwood. He was promoted to an Operations Manager in 2008, overseeing municipal startups in Casselberry, Orange County, Port Orange, Buncombe County, NC and Concord, NC. He also managed our Seminole County, Deltona, Sanford, Winter Springs, Longwood and Windermere contracts. In 2009 he was promoted to Division Manager of Waste Pro's Cocoa facility, where he started up our Cape Canaveral, Palm Shores, Melbourne Beach and Melbourne Village contracts. In 2012 Platt was assigned to the Regional Office as a Municipal Marketer. His footprint covers Osceola, Orange, Brevard, Lake, Seminole and Polk Counties. Education Level – B.A. United States History, UNC – Chapel Hill, NC. Phone: 407-383-0003, Fax: 407-786-0800, email: ploftis@wasteprousa.com, 3705 St. Johns Parkway, Sanford, FL 32771.

Regional Controller – Kerry Salazar



Kerry Salazar previously worked in the financial management field as a controller for construction and mortgage firms in Colorado, Virginia and Georgia. Since joining Waste Pro in 2008 as a Regional Controller, Kerry has been responsible for the daily general ledger accounting and financial reporting for seven hauling divisions, one landfill and one recycling material recovery facility (MRF). She also analyzes the results of the region's performance against historical and budgeted strategic planning, which facilitates the decision-making of Division Managers and the Regional Vice President. Ms. Salazar's role has expanded with the Central Florida region – she now is involved in every operational and managerial aspect of each growing division, which affects her P&L and budget forecasts. Education Level – B.A. Accounting, Colorado State University. Phone: 407-774-0800. Fax: 407-786-0800, ksalazar@wasteprousa.com, 3705 St. Johns Parkway, Sanford, FL 32771.

Regional Analyst – Rich Meinert



Rich is a retired Senior NCO with 20 years of active duty in the USAF. He spent 10 years as a manager for Seminole County Solid Waste Department. During his employment with Seminole County he received steady advancement with titles including: Customer Service Manager, Operations Manager, Project Manager, Program Manager, and Division Manager. In these roles Mr. Meinert was involved in almost every facet of municipal solid waste and recycling operations. Joining the Waste Pro team in 2009 as a Regional Analyst, Rich is responsible for Data Management, Contract Administration and Report Administration. Rich also oversees RFID technology. Education Level – MBA, University of Phoenix. Phone: 407-774-0800, Fax: 407-786-0800, email: rmeinert@wasteprousa.com, 3705 St. Johns Parkway, Sanford, FL 32771.

Regional Office Manager – Donna Hardy



Donna began working in the solid waste industry in May 1994 as an assistant controller for three districts in North Florida. Over the next thirteen years, she became a Senior Controller for 3 hauling companies, 4 landfills and three transfer stations stretching from Folkston, Georgia to Wildwood, Florida. In 2009 she was promoted to Senior Processor for all container capital purchases and Transfer Stations and Landfill expansion projects for the entire North Florida Area (53 districts – hauling, landfill and transfer stations). Donna joined the Waste Pro team in March 2012 as Regional Administrator for North and Central Florida. In this role she supports and trains Waste Pro administrators and operational staff members. Mrs. Hardy received an Accounting degree from Daytona State College in 1994.

Phone: 406-774-0800, Fax: 407-786-0800, dhardy@wasteprousa.com, 3705 St. Johns Parkway, Sanford, FL 32771.

Regional Maintenance Manager – David Ginapp



A Navy submarine veteran, David has over twenty years of experience in the solid waste industry as a mechanic and shop manager. He also worked as a route supervisor and container/compactor repairman and supervisor. David was promoted to maintenance manager, Division Team Leader (overseeing 6 hauling divisions) and Regional Maintenance Manager, overseeing forty-three locations in 9 states. Before he came to Waste Pro earlier this year, he was Region Fleet Director over twenty-three hauling divisions in 6 states. He now manages our Central Florida footprint, which includes Marion County. Mr. Ginapp has an A.A. degree in Business. Phone: 407-455-8175, Fax: 407-786-0800, mginapp@wasteprousa.com, 3705 St. Johns Parkway, Sanford, FL 32771.

Driver Training Center Manager – Larry Lemon



Mr. Lemon, a USAF flight engineer veteran, is another Waste Pro manager with solid waste and recycling experience. Beginning his management career with Seminole Precast Manufacturing, Larry quickly rose up through the ranks, eventually becoming Production Manager. Larry managed over 200 employees through his 10-year career at Seminole Precast. In 2009 Larry joined Waste Pro as a residential driver, and quickly became a leader within the driver ranks. Mr. Lemon became a Safety Trainer in 2013, then was promoted to Driver Training Center Manager earlier this year. Larry trains all new drivers on the **Smith System**, a world class video driver training system. Once drivers pass a written examination, Larry then conducts a closed course training phase. Mr. Lemon advances drivers who successfully pass this phase into a two-week mentor program. Drivers who fail any portion of his training program are hired on as residential helpers. Any new Ocoee drivers will go through the Driver Training Center program before commencement. Phone: 407-947-0518, Fax: 407-786-0800, llemon@wasteprousa.com, 3705 St. Johns Parkway, Sanford, FL 32771.

14. **SUMMARY OF LITIGATION:**

Provide a summary of any litigation, claim(s), bid disputes, or contract dispute(s) filed by or against the Respondent in the past three (3) years that is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. (Attach additional sheets, if necessary)

None.

15. **ACKNOWLEDGMENT OF ADDENDA:**

Respondent acknowledges receipt of the following addenda:

No. None Dated _____
No. _____ Dated _____
No. _____ Dated _____

16. **EQUIPMENT LISTING:**

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

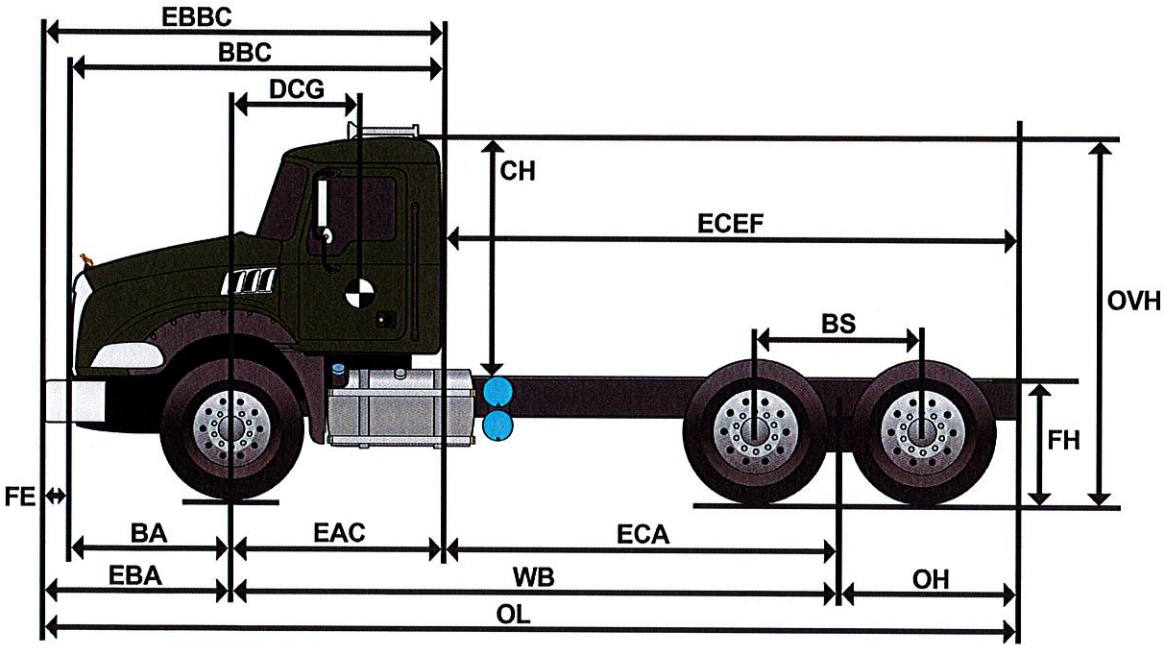
2015 or newer diesel Mack Roll Off trucks, model number CV713, with ATWI 3rd Eye Camera Safety System, Cable & Auto Tarper.

We have fifteen Mack Roll Off trucks operating out of our Orlando Operational Facility, all of which can be utilized for the City of Ocoee.

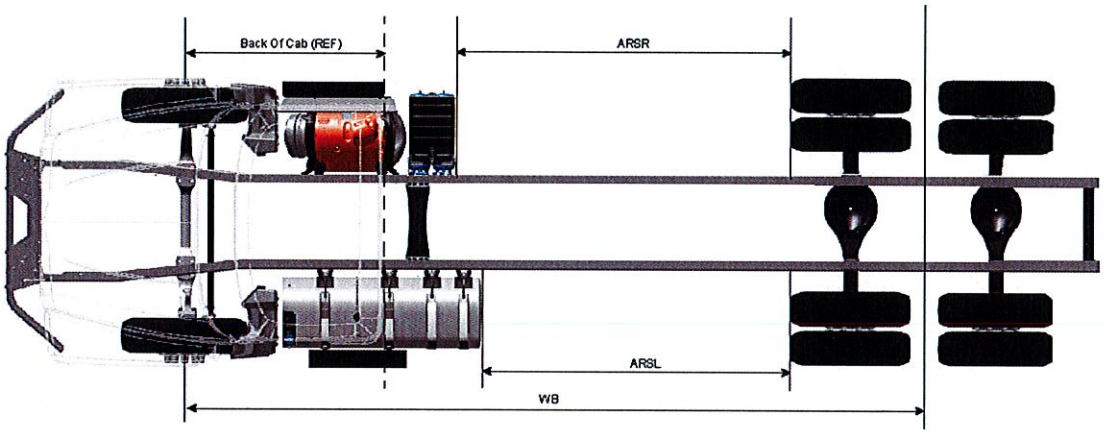
All of our trucks and eqipment are owned by Waste Pro of Florida, Inc.

Please see attached spec sheets for our Mack Roll Off trucks and Waste Pro Roll Off cans.

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Description	Sales Code	Dwg Ref	Length	UOM
Front Frame Extension	N/A	FE	6.1	INCHES
Bumper to Front Axle	N/A	BA	51.1	INCHES
Wheelbase	N/A	WB	261.2	INCHES
Rear Overhang	N/A	OH	63.4	INCHES
Overall Length	N/A	OL	381.8	INCHES
Bumper to Back of Cab	N/A	BBC	116.5	INCHES
Eff. Bumper to Back of Cab	N/A	EBBC	127.1	INCHES
Eff. Cab to Rear Axle	N/A	ECA	191.2	INCHES
Eff. Front Axle to Back of Cab	N/A	EAC	70.0	INCHES
Eff. Cab to End of Frame	N/A	ECEF	254.6	INCHES
Unladen 5th Wheel Height	E5BZ1X	5W	0.0	INCHES
Unladen Frame Height	N/A	FH	44.8	INCHES
Cab Height	N/A	CH	70.9	INCHES
Overall Height	N/A	OVH	118.8	INCHES
Driver CG	N/A	DCG	47.2	INCHES
BOGIE SPREAD, 1370MM (54.0")	GWXDGX	BS	53.9	INCHES
Second Front Axle Spacing	RHXZ1X	SFAS	0.0	INCHES



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Description	Sales Code	Dwg Ref	Left Value(in)	Right Value(in)
Wheelbase	N/A	WB	261.2	261.2
Available Rail Space Right	N/A	ARSR	N/A	122.8
Available Rail Space Left	N/A	ARSL	104.9	N/A
Eff. Front Axle to Back of Cab	N/A	REF	70.0	70.0
Front Axle To Fender	CDX23X	N/A	27.0	27.0
Cleartech One Unit	DPF04F	N/A	0.0	48.0
Battery Box	393AB0	N/A	0.0	15.0
111 GALLON (420 L) 22" ALUMINUM, SLEEVED D-SHAPED / W/O RH FUEL TANK	288AF7 / 290AA1	N/A	73.4	0.0
Ad-Blue Tank	DF10O1	N/A	7.5	0.0
Drive Tire Radius	9014Z1	N/A	21.4	21.4



Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact the variation of the image, thus an image may not populate. Calculations are approximate to a tolerance of ± 4 inches due to component mounting variation. Certain chassis component options are NOT represented in the Top View image, such as, but not exclusive to, Front Frame Extensions, Fuel Water Separators, Air Dryers, PTOs, Fifth Wheels, Chassis Fairings, Toolboxes, Trailer Connections. For further information on these items and their respective locations on your specification, please refer to the data sheets associated with those items in the configurator.

ROLL-OFF EQUIPMENT

- Construction
- Demolition
- Industrial
- Commercial



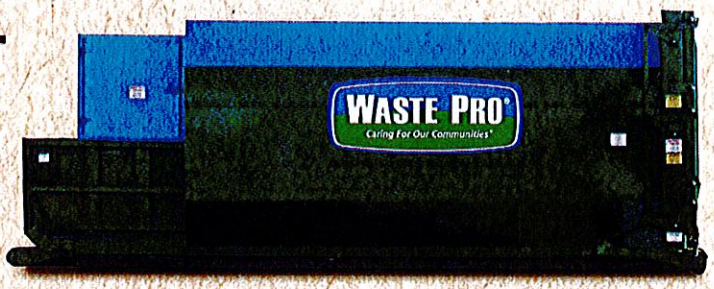


ROLL-OFF SIZES:

15 Cu. Yd.	20 Cu. Yd.	30 Cu. Yd.	40 Cu. Yd.
14'9" length	22'9" length	22'9" length	22'9" length
80" width	80" width	80" width	80" width
62" height	53" height	74" height	94" height

COMPACTION EQUIPMENT

Designed for Customers Individual Needs



AREA LOCATIONS

ALABAMA
- Birmingham
- Mobile

FLORIDA
- Citrus County
- Clearwater
- Cocoa
- Daytona Beach
- Fanning Springs
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Lake City
- Lake County
- Ocala
- Orlando
- Palatka
- Palm Coast
- Panama City Beach
- Pembroke Pines
- Pensacola
- Pompano
- Saint Augustine
- Sanford
- Sarasota
- Tallahassee
- West Palm Beach

GEORGIA
- Athens
- Atlanta

LOUISIANA
- Baton Rouge
- Gonzales
- New Orleans

MISSISSIPPI
- Brookhaven
- Columbus
- Gautier
- Greenwood
- Gulfport
- Hattiesburg
- Jackson
- Meridian
- Natchez
- Southaven

NORTH CAROLINA
- Asheville
- Charlotte
- Concord

SOUTH CAROLINA
- Charleston
- Hilton Head

TENNESSEE
- Memphis

WASTE PRO®
Caring For Our Communities®

wasteprousa.com

CORPORATE OFFICE
2101 W. State Road 434
Suite 315
Longwood, FL 32779
407-869-8800
Fax 407-869-8884

17. **REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:**

The Respondent shall complete the following blanks regarding experience with similar type of work. Respondent must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three (3) years.

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

Please see attached form.

Have you any similar work in progress at this time? Yes X No ___.
Length of time in business 20 years _____ months.

Bank or other financial references:

Please see attached Wells Fargo financial capability letter.

(Attach additional sheets if necessary)

17. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:

The respondent shall complete the following blanks regarding experience with similar type of work. Respondent must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three (3) years. Because Waste Pro services so many of Florida's municipalities, we have listed those which are closest/most resemble The City of Ocoee:

1) City of Sanford

Date of Contract: 6/1/2007 – present
Amount of Project: $5.88M annually
Client's Name and Address: City of Sanford, 300 N. Park Ave., Sanford Fl 32771
Telephone Number: 407-688-5009
Email Address: nbonaparte@Sanfordfl.gov
Name of Contact: Norton Bonaparte, City Manager

2) City of Winter Park

Date of Contract: 5/1/2009 – present
Amount of Project: $3.02M annually
Client's Name and Address: City of Winter Park, 401 S. Park Ave., Winter Park Fl 32789
Telephone Number: 407-876-2563
Email Address: mneuner@cityofwinterpark.org
Name of Contact: Michelle Neuner, Assistant City Manager

3) City of Winter Springs

Date of Contract: 3/1/2006 – present
Amount of Project: $2.18M annually
Client's Name and Address: City of Winter Springs, 1126 East S.R. 434, Winter Springs, Fl 32708
Telephone Number: 407-327-5957
Email Address: sboyle@winterspringsfl.org
Name of Contact: Shawn Boyle, City Manager

4) City of Lake Mary

Date of Contract: 10/1/2015 – present
Amount of Project: $1.88M annually
Client's Name and Address: City of Lake Mary, 100 N. Country Club Road, Lake Mary, Fl 32746
Telephone Number: 407-585-1419
Email Address: ksmith@lakemaryfl.com
Name of Contact: Kevin Smith, City Manager

5) City of Maitland

Date of Contract: 10/1/2013 – present
Amount of Project: $1.40M annually
Client's Name and Address: City of Maitland, 1776 Independence Ln., Maitland Fl 32751
Telephone Number: 407-539-6221
Email Address: sanselmo@itsmymaitland.com
Name of Contact: Sharon Anselmo, City Manager

WASTE PRO
Caring For Our Communities

2101 West SR 434 | Suite 301 | Longwood, FL 32779
T (407) 869-8800
F (407) 869-8884

April 23, 2021

Joyce Tolbert, CPPB
Procurement Manager
City of Ocoee
150 N. Lakeshore Drive
Ocoee, FL 34761

RE: RFQ #21-007 Exclusive Franchise for Residential Construction and Demolition Debris Removal

Dear Ms. Tolbert,

Waste Pro of Florida, Inc. is a financially stable company that has assets in excess of $360 million and generated $84 million in cash flows from operations in 2020. We have operated profitably since 2006 are profitable thus far in 2021. We have approximately $122 million of borrowing availability through our $215 million revolving ABL credit facility, led by Wells Fargo. All our debts are paid currently, and I see no circumstances that would change that situation.

I can assure you that we have the necessary financial resources to honor all requirements of the City of Ocoee. We are not currently, nor have we ever been involved in any bankruptcy proceedings. Should you have any questions regarding these matters, please feel free to contact me.

Sincerely,

Cort Sabina
Vice President & Chief Financial Officer
Waste Pro of Florida, Inc.

RESPONDENT: Waste Pro of Florida, Inc.

18. CONTRACT REFERENCES CONTACT INFORMATION

List below firms with whom you have contracted for solid waste collection services within the past or with whom you are presently contracting.

1. COMPANY NAME: Please see attached form.

   ADDRESS: _____

   _____

   CONTACT PERSON: _____

   PHONE NO.: _____

   _____

2. COMPANY NAME: _____

   ADDRESS: _____

   _____

   CONTACT PERSON: _____

   PHONE NO.: _____

   _____

3. COMPANY NAME: _____

   ADDRESS: _____

   _____

   CONTACT PERSON: _____

   PHONE NO.: _____

18. CONTRACT REFERENCES CONTACT INFORMATION

List below firms with whom you have contracted for solid waste collection services within the past or with whom you are presently contracting.

1. COMPANY NAME: City of Sanford
   ADDRESS: 300 N. Park Ave., Sanford Fl 32771
   CONTACT PERSON: Norton Bonaparte, City Manager
   PHONE NO.: 407-688-5009

2. COMPANY NAME: City of Winter Park
   ADDRESS: 401 S. Park Ave., Winter Park Fl 32789
   CONTACT PERSON: Michelle Neuner, Assistant City Manager
   PHONE NO.: 407-876-2563

3. COMPANY NAME: City of Winter Springs
   ADDRESS: 1126 East S.R. 434, Winter Springs Fl 32708
   CONTACT PERSON: Shawn Boyle, City Manager
   PHONE NO.: 407-327-5957

4. COMPANY NAME: City of Lake Mary
   ADDRESS: 100 N. Country Club Rd., Lake Mary Fl 32746
   CONTACT PERSON: Kevin Smith, City Manager
   PHONE NO.: 407-585-1419

5. COMPANY NAME: City of Maitland
   ADDRESS: 1776 Independence Ln, Maitland, Fl 32751
   CONTACT PERSON: Sharon Anselmo, City Manager
   PHONE NO.: 407-539-6221

RESPONDENT: Waste Pro of Florida, Inc.

19. CLARIFICATIONS AND EXCEPTIONS TO FRANCHISE AGREEMENT

1. Do you have any clarifications and exceptions to the proposed Franchise Agreement?

_____ Yes X____ No

If yes, will you enter in the Franchise Agreement if the City does not accept any of the exceptions/changes requested?

_____ Yes _____ No

If yes, state below all clarifications and exceptions.

EXHIBIT A
SCOPE OF WORK
RFQ #21-007
EXCLUSIVE FRANCHISE FOR RESIDENTIAL
CONSTRUCTION & DEMOLITION DEBRIS REMOVAL

This is an Invitation for statements of qualifications for the exclusive provision of Residential Construction and Demolition Debris Removal within the corporate limits of the City of Ocoee, Florida, as defined in chapter 403.703 Florida Statutes as amended from time to time, from residential locations where the volume of debris is sufficient to require the use of a roll-off or other similar on-site storage container, as determined by the City. The City has complied with the provisions of Section 403.70605, Florida Statutes, and approved on June 7, 2011 to proceed with the residential construction and demolition debris removal franchise. Pursuant to Section 143-12 of Chapter 143 of the Code of Ordinances of the City of Ocoee, the City seeks to enter into a franchise agreement with multiple persons or entities, as determined by the City Commission, to provide the aforementioned services within the City. Note this RFQ does not include *commercial* construction and demolition debris removal.

The estimated total revenue for this franchise is $75,000 - $100,000. The term of the existing Franchise expires June 7, 2021. The term of this new Franchise is to commence on or around July 2021. The Franchisee shall pay to the City a franchise fee equal to twenty percent (20%) of the fees and charges actually collected by the Franchisee from customers for services rendered pursuant to the franchise granted by the City. Franchise fees will begin after the first full month's billings. The rates to be charged for the residential construction and demolition debris removal services will be as reasonably determined by the franchisee(s).

Residential Premises:
1. New or existing single-family residential units.
2. New or existing multiple-family residential units containing fewer than four single-family residential units.

(Remainder of page left blank intentionally)

ocoee
florida

RFQ CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: 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 Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer 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, Proposer 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, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

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

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

X To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

Waste Pro of Florida, Inc.
Firm Name

Signature

Erik Sankey - RVP
Name and Title (Print or Type)

5-6-21
Date

Exhibit C

RFQ #21-007 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR STATEMENTS OF QUALIFICATIONS. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING FRANCHISE AGREEMENT WITH THE CITY OF OCOEE.

Waste Pro of Florida, Inc.
COMPANY NAME

407-774-0800
TELEPHONE (INCLUDE AREA CODE)

407-786-0800
FAX (INCLUDE AREA CODE)

esankey@wasteprousa.com
E-MAIL ADDRESS

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

AUTHORIZED SIGNATURE (manual)

Erik Sankey - RVP
NAME/TITLE (PLEASE PRINT)

3705 St. Johns Pkwy
STREET ADDRESS

Sanford, FL 32771
CITY STATE ZIP

FEDERAL ID # 59-3701785

Pleas Individual XXX Corporation ____ Partnership ____ Other (Specify) ____

Sworn to and subscribed before me this 10th day of May, 2021.

Personally Known ✓ or

Produced Identification ____

____
(Type of Identification)

Notary Public - State of Florida
County of SEMINOLE

Crystal Dunlap
Signature of Notary Public

Crystal Dunlap
Printed, Typed or Stamped Commissioned Name of Notary Public

CRYSTAL DUNLAP
Commission # HH 067271
Expires December 11, 2024
Bonded Thru Budget Notary Services

EXHIBIT D

PROPOSED RESIDENTIAL CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, between the **CITY OF OCOEE**, a Florida municipal corporation (hereinafter referred to as the "City") and _____, a _____ corporation (hereinafter referred to as the "**Franchisee**") for the purposes of granting a franchise for the collection and removal of residential construction and demolition debris within the corporate limits of the City, all subject to the terms, conditions and limitations set forth herein.

Section 1. Definitions.

For the purposes of this Agreement, all terms and words shall have the meaning set forth in Chapter 143 of the Ocoee City Code and in the definitions contained in Part IV of Chapter 403, Florida Statutes, and in state administrative rules adopted pursuant to Part IV of Chapter 403, Florida Statutes, as such statutes and rules may be amended from time to time.

Section 2. Grant of Franchise.

In consideration of the agreement of the Franchisee to (i) perform the services set forth in this Agreement, (ii) pay to the City the Franchise Fee set forth in Section 14 hereof, and (iii) otherwise comply with the terms and conditions of this Agreement, the City hereby grants to the Franchisee a franchise, including every right and privilege pertaining thereto, to operate and maintain residential construction and demolition debris services within the corporate limits of the City, except as provided in Section 12 hereof.

Section 3. Limits of the Franchise.

Except as set forth herein, the franchise covers the corporate limits of the City of Ocoee. Franchisee agrees that the limits of the franchise are subject to expansion or reduction by annexation or contraction of municipal boundaries and Franchisee has no vested right in a specific area. Further, Franchisee acknowledges and agrees that its right to serve certain lands hereto or hereafter annexed by the City which were the subject of a residential construction and demolition debris services franchise with Orange County which was in effect at least 6 months prior to the initiation of annexation is limited by the provisions of Section 171.062(4), Florida Statutes, as it may from time to time be amended. The provisions of Florida Statute 403.70605 shall also apply.

Section 4. Term.

The franchise shall be granted for an initial term of five (5) years commencing on _____, 20__ and terminating on _____, 20__, unless sooner terminated by the City due to breach of the terms of this Agreement by the Franchisee ("the **Initial Term**"). The Initial Term of the franchise may be extended by mutual agreement of the City and the Franchisee for one additional two (2) year term commencing with the

expiration of the Initial Term and terminating on _____, 20__. Should the City or the Franchisee determine not to extend the term of the franchise beyond the Initial Term, they shall provide written notice of such intent to the other party no sooner than twelve (12) months prior to the expiration of the Initial Term and no later than six (6) months prior to the expiration of the Initial Term and in the event of such notice the franchise and this Agreement shall terminate upon expiration of the Initial Term. In the event neither party gives notice as aforesaid that it does not desire to extend the term of the franchise, then the City and the Franchisee shall enter into an amendment extending the term of the franchise and this Agreement for an additional 2-years for a total of 7-years, such agreement to be entered into at least three (3) months prior to expiration of the Initial Term.

Section 5. Collection Services and Operations.

A. Except as set forth in Section 12 hereof, the Franchisee shall provide residential construction and demolition debris removal services commencing on _____, 20__. The Franchisee shall transport all residential construction and demolition debris collected to a properly licensed facility.

B. The Franchisee shall provide all labor, materials, equipment, supervision and facilities necessary to provide efficient and effective services. The Franchisee shall pay all costs, expenses, and charges required to perform the services and dispose of the collected materials including the disposal charges and "tipping fees" at the facility. The Franchisee shall comply with all applicable local, state and federal statutes, laws, ordinances, rules and regulations. By entering into this contract, the awarded bidder is obligated to comply with the provisions of Section 448.095, Fla. Statutes, "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.

Section 6. Equipment.

A. The Franchisee shall have on hand at all times and in good working order such equipment as shall permit the adequate and efficient performance of the required services. Equipment shall be obtained from nationally known and recognized manufacturers of collection and disposal equipment. The Franchisee shall have available reserve equipment which can be put into service in the event of any breakdown. Vehicles used to provide the services shall be marked with the name of the Franchisee, business telephone number and the number of the vehicle in letters not less than five (5) inches high on each side of the vehicle.

B. The Franchisee shall provide all receptacles, containers, or dumpsters necessary for the collection of all residential construction and demolition services.

Section 7. Complaints.

The Franchisee shall assign a qualified person or persons to be in charge of operations within the service area. The Franchisee shall give the name and qualifications of these persons to the City. The Franchisee shall institute a system for addressing complaints from within the City which shall include informing each customer and the City of the phone number at which complaints will be received. Such phone will be promptly answered at a minimum from 8:00 a.m. to 5:00 p.m., Monday through Friday. In the event that the Franchisee is unable to promptly resolve any such complaints the Franchisee shall promptly notify the City of the nature of the complaint and the attempts made to resolve the complaint.

Section 8. Personnel.

A. The Franchisee shall require its employees to serve the public in a courteous, helpful and impartial manner.

B. Franchisee collection employees shall wear dress uniforms bearing the company name during working hours.

C. Each person employed to operate a vehicle shall at all times carry a valid Florida Driver's License for the type of vehicle being operated.

D. The Franchisee's collection employees will be required to remain on public right-of-ways and the premises of its customers. No trespassing by employees will be permitted on private property. Care shall be taken to prevent damage to property, including receptacles, trees, shrubs, flowers and other plants.

Section 9. Spillage.

The Franchisee shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During hauling, all residential construction and demolition debris shall be contained, tied or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage caused by the Franchisee, the Franchisee shall promptly clean up all spillage at its sole cost and expense. In the event that the Franchisee fails to promptly clean up spillage, then the City may do so and the Franchisee shall pay the City all costs and expenses incurred by the City in connection therewith.

Section 10. Excluded Debris.

Hazardous waste, biological waste, used oil and yard trash are expressly excluded from the franchise granted herein.

Section 11. Subcontractors.

Subcontractors shall be allowed only with the prior approval of the City Commission which consent may be granted or withheld in the discretion of the City Commission. The consent of the City Commission shall not be construed as making the City a part of such subcontract or subjecting the City to liability of any kind to any subcontractor.

Section 12. Rates and Charges.

A. Rates to be charged for the residential construction and demolition debris services to be performed under this Agreement are as set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof.

B. The Franchisee, at its sole cost and expense, shall be solely responsible for the billing and collection of all fees and charges payable to the Franchisee by customers for services rendered pursuant to this Agreement. The Franchisee shall use its best efforts to bill and collect all such fees on a monthly basis unless otherwise agreed to in writing by the City.

C. In consideration for the grant of this franchise and the execution of this Agreement by the City, the Franchisee agrees to pay to the City a franchise fee equal to TWENTY PERCENT (20%) of the fees and charges actually collected by the Franchisee from customers for services rendered pursuant to the franchise granted by this Agreement (the "**Franchise Fee**"). The Franchisee shall pay the Franchise Fee to the City on or before the tenth (10th) day of each month with respect to the fees and charges actually collected by the Franchisee during the previous month. Such payment shall be transmitted on a City approved form and shall include a certification by the Franchisee of the fees and charges actually collected during the prior month and such other information as may be required by the City. Failure of the Franchisee to make timely payment to the City of the Franchise Fee or falsification of the certification regarding fees and charges actually collected shall constitute a default by the Franchisee of this Agreement.

Section 13. Books and Records.

A. The Franchisee shall keep complete books and records at its place of business in Central Florida, setting forth a true and accurate account of all business transactions arising out of or in connection with this Agreement, including but not limited to a complete customer account listing and a record of all fees and charges billed and collected, all in accordance with good business practices and generally accepted accounting principles. The City shall have the right to have access to and inspect and copy the contents of said books and records during normal business hours. Upon thirty (30) days written request from the City, the Franchisee shall provide the City with a complete customer account listing and a record of all fees and charges billed and collected during the prior twelve (12) months.

B. The Franchisee shall annually submit to the City an audited financial statement with respect to all business transactions arising out of or in connection with this Agreement, which shall have been prepared by an independent certified public accountant reasonably acceptable to the City. The financial statement shall include a

determination of all fees and charges billed and collected by the Franchisee pursuant to the franchise granted by this Agreement and the Franchise Fees due to the City pursuant to this Agreement. Each such audited financial statement shall be based on the City's fiscal year of October 1 to September 30 and shall be submitted to the City on or before December 31 of each year except that the last such audit shall be submitted within sixty (60) days after the termination of this Agreement.

Section 14. Assignment.

This Agreement and the rights and privileges hereunder shall not be assigned or otherwise transferred by Franchisee except with the express written approval of the City. The City reserves the right in its sole and absolute discretion to approve or disapprove any such requested assignment or transfer of this Agreement. The City may require that any proposed assignee submit similar documentation to that provided by the franchisee at the time of award of the franchise. No assignment or transfer shall be effective until the assignee or transferee has executed with the City an Agreement of Acceptance, subject to approval by the City, evidencing that the assignee or transferee accepts the assignment or transfer subject to all of the terms, conditions and limitations imposed herein. Any such assignment or transfer shall be in form and content subject to the approval of the City.

Section 15. Indemnification.

Franchisee shall indemnify, defend and hold completely harmless the City, its elected representatives, officers, employees and agents of each, from and against any and all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, expert fees and reasonable attorneys fees and paralegal fees and attorneys and paralegal fees on appeal) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the City, or any property of, injury to or death of any person resulting from or arising out of the performance under this Agreement, or the acts or omissions of Franchisee officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by City's negligence or by the joint negligence of City and any person other than Franchisee or Franchisee's officers, agents, employees, subcontractors, licensees or invitees, or (ii) arising out of the failure of Franchisee to keep, observe or perform any of the covenants or agreements herein to be kept, observed or performed by Franchisee. City agrees to give Franchisee reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Franchisee or its insurer to compromise and defend the same to the extent of its interests and to reasonably cooperate with the defense of any such suit or claim. The provisions of this Section shall survive the expiration or earlier termination of the term of this Agreement with respect to any acts or omissions occurring during the term of this Agreement. Nothing set forth is this Agreement shall be deemed or construed as a waiver of sovereign immunity by the

City and the City shall have and maintain at all times and for all purposes any and all rights, immunities and protections available under controlling legal precedent and as provided under Section 768.28, Florida Statutes and other applicable law.

Section 16. Performance Bond.

The Franchisee shall, without expense to the City, furnish a performance bond in a form acceptable to the City as security for the performance of this Agreement. Said performance bond will be in the amount of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00). All premiums for the performance bond shall be paid by the Franchisee. This performance bond shall be written by a surety company licensed to do business in the State of Florida and approved by the City and shall be maintained in full force and effect throughout the term of this Agreement.

Section 17. Nondiscrimination.

The Franchisee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, handicap or national origin.

Section 18. Insurance.

The Franchisee, at all times during the term of this Agreement, shall meet the following requirements:

- Maintain all insurance coverage required by this Agreement and the RFQ to which this Agreement and the award of the franchise was based on (the "**RFQ**").
- Maintain any additional coverage required by the City.
- Name the City as an additional insured on all liability policies required by this Agreement. When naming the City as an additional insured, the insurance companies shall agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments.
- Make no change or cancellation in insurance without thirty (30) days prior written notice to the City.
- File original signed Certificates of Insurance, evidencing such coverage and endorsements as required herein with the City for approval before work is started. The certificate must state the Proposal Number and Title. Upon expiration of the required insurance, the Franchisee must submit updated certificates of insurance during the term of this Agreement.

It is understood and agreed that all policies of insurance provided by the Franchisee are primary coverage to any insurance or self-insurance the City possesses that may apply to a loss resulting from the work performed under this Agreement.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure and shall be made available to the City upon request to the Franchisee. No deductibles will be allowed in any policies issued on this Agreement

unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City.

Compliance by the Franchisee with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Franchisee of its liabilities and obligations under any section or provision of this Agreement or under applicable law.

Insurance coverage required shall be in force throughout the term of this Agreement. Should the Franchisee fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term, the City shall have the right to consider this Agreement breached and declare a default by the Franchisee.

If the Franchisee does not meet the insurance requirements of this Agreement, alternate insurance coverage, satisfactory to the City, may be considered.

Section 19. Default and Termination.

A. In the event that:

(1) the Franchisee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement applicable to the Franchisee, and such failure shall continue for a period of more than five (5) days after delivery to the Franchisee of a written notice of such breach or default;

(2) the Franchisee's occupational or business licenses shall terminate for any reason;

(3) the Franchisee shall become insolvent, or shall take the benefit of any present or future insolvency statutes, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

(4) the Franchisee shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof;

then in any of such events, the City, in its discretion, shall have the right to: (i) seek specific performance of this Agreement, (ii) terminate this Agreement for Default, which termination shall be effective twenty-four (24) hours after written notice of such termination is given to the Franchisee, or (iii) pursue such other actions and remedies as may be permitted by law, including an action for actual damages incurred or suffered by the City. In the event the City elects to terminate this Agreement, then the City may, at its option, delay the effective date of termination for default until the first day of the month following the date on which written notice of such termination is given to the Franchisee. The City shall specify the termination date on its written notice of termination.

B. In the event that the City shall fail to keep, perform, and observe each and every promise, covenant and agreement set forth in this Agreement applicable to the City, and such failure shall continue for a period of more than thirty (30) days after delivery to the City of a written notice of such breach, then the Franchisee may, as its sole and exclusive remedy, seek specific performance of this Agreement. It is expressly agreed that the Franchisee shall not be entitled to terminate this Agreement or seek damages against the City in the event of a default by the City.

C. In the event that a dispute arises between the City and the Franchisee, or any interested party, in any way relating to this Agreement, the Franchisee shall continue to render service in full compliance with all terms and conditions of this Agreement regardless of the nature of the dispute. The Franchisee shall be liable to the City for all costs reasonably incurred in providing collection and disposal service should the Franchisee fail to provide such services.

D. Upon termination of this Agreement the Franchisee shall cooperate with the City in order to ensure an orderly transition of all commercial and multi-family solid waste accounts to such new franchisee(s) as may be designated by the City.

Section 20. Attorneys' Fees.

In the event that either party finds it necessary to commence an action against the other party to enforce any provisions of this Agreement or because of a breach by the other party of any of the terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, paralegal fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings and the right to such reasonable attorneys' fees, paralegal fees and costs shall be deemed to have accrued from the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

Section 21. Notices.

All notices and approvals which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be made or given (i) by certified mail, postage prepaid, return receipt required, (ii) by hand delivery to named individuals representing the party to be notified, or (iii) by private parcel (next day) delivery service. Notices, including notice of a change of address or phone number, shall be addressed or

transmitted to the addressees set forth below, or that a party may otherwise designate in the manner prescribed herein:

As to the City:

City of Ocoee
150 North Lakeshore Drive
Ocoee, Florida 34761
Attention: Public Works Director
Phone: (407) 905-3100 Ext. 6002

As to Franchisee:

_____
_____
_____
_____
_____

Notices and approvals given or made as aforesaid shall be deemed to have been given and received on the date of actual receipt.

Section 22. Combination of Solid Waste.

The City shall not be responsible for any contamination of loads which are collected by the Franchisee (i.e., mixing of recyclable materials, yard trash, construction and demolition debris or other materials which are required to be separated prior to disposal under applicable federal, state and local statutes, laws, ordinances, rules and regulations).

Section 23. Miscellaneous.

A. Time is of the essence with respect to all matters set forth in this Agreement.

B. The Franchisee is not, and shall not for any purpose be, the agent of the City and shall have no power or authority to bind the City in any manner whatsoever.

C. This Agreement embodies and constitutes the entire understandings of the parties with respect to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

D. It is stipulated and agreed between the parties that this Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and

any trial or other proceeding with respect to this Agreement shall take place in the State of Florida with venue in Orange County, Florida.

E. Captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

F. The City shall not be responsible for any contamination of solid waste pick-ups with recyclable materials.

G. The City has been induced by Franchisee to enter into this Agreement by submittal of that certain response to request for proposals dated _____, 20__, said response being incorporated herein by reference and made a part of this Agreement. The Franchisee warrants and represents that the information submitted in said response to request for proposals remains true and correct as of the date hereof.

H. In the event of a conflict between the provisions of this Agreement and the terms of the RFQ, the provisions of this Agreement shall apply.

I. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. This Agreement is considered a non-exclusive Agreement between the parties.

Section 24. Waiver of Jury Trial.

Franchisee hereby voluntarily and intentionally waives the right to a trial by jury in respect to any litigation arising out of, under, or in connection with this Agreement or in connection with any course of conduct, course of dealing, statements (whether verbal or written) or action of either party, whether in connection with this Agreement or otherwise unrelated thereto. This Waiver of Jury Trial shall be binding upon all successors and assigns of the parties hereto.

Section 25. Severability.

If any part, section, subsection, or other portion of this Agreement except for the provisions of Section 12 hereof is declared void, unconstitutional, or invalid for any reason, such part, section, subsection or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Agreement, and all applications thereof not having been declared void, unconstitutional or invalid shall remain in full force and effect. The City and Franchisee declare that no invalid or prescribed provision or application was an inducement at the execution of this Agreement, and that they would have executed this Agreement, regardless of the invalid or prescribed

provision or application. In the event any part, subsection or other portion of Section 12 hereof is declared void, unconstitutional, or invalid for any reason, then either party may terminate this Agreement upon at least ninety (90) days notice to the other party.

Section 26. Charter Compliance.

The franchise granted pursuant to this Agreement has been awarded following a public hearing on the proposed franchise preceded by at least thirty (30) days' notice of the hearing and the proposed action by publication once a week for four (4) consecutive weeks in a newspaper of general circulation in the City of Ocoee.

[Signature pages to follow]

IN WITNESS WHEREOF, the **CITY OF OCOEE** has caused this Agreement to be executed by its Mayor and attested by its City Clerk, and has caused its seal to be hereto affixed; and the said Franchisee has caused this Agreement to be executed in its name by _____, its _____ President, attested by _____, its _____ Secretary, and has caused the seal of said corporation to be hereunto affixed, all as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____

_____

CITY OF OCOEE:

By:_____
Rusty Johnson, Mayor

Attest:_____
Melanie Sibbitt, City Clerk

(SEAL)

Signed, sealed and delivered
in the presence of:

_____

_____

FRANCHISEE:

By:_____
_____, President

Attest:_____
_____, Secretary

(SEAL)

For use and reliance only
by the City of Ocoee, Florida.
Approved as to form and legality
This _____ day of _____, 2021.

Shuffield, Lowman & Wilson, P.A.

_____
City Attorney

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

State of Florida
Department of State

I certify from the records of this office that WASTE PRO OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on January 5, 2001.

The document number of this corporation is P01000003611.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 4, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of January, 2021

Secretary of State

Tracking Number: 7720033323CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

PAID: $90.00 0099-00942492 7/14/2020

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2020 **EXPIRES** **9/30/2021**

3100 WASTE PICKUP/DELIVER $40.00 20 EMPLOYEES 3100-0606969

TOTAL TAX	$40.00
REGULATED WASTE	$50.00
PREVIOUSLY PAID	$90.00
TOTAL DUE	$0.00

1400 S ORANGE BLOSSOM TRL
U - ORLANDO, 32805

PAID: $90.00 0099-00942492 7/14/2020

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA

WASTE PRO OF FLORIDA INC

WASTE PRO
WASTE PRO OF FLORIDA INC
ATT: DEBBIE WILSON
3705 SAINT JOHN 'S PARKWAY
SANFORD FL 32771

This receipt is official when validated by the Tax Collector

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2020 **EXPIRES** **9/30/2021**

3100 RECYCLE PICKUP/DELIV $140.00 65 EMPLOYEES 3100-1164794

TOTAL TAX	$140.00
PREVIOUSLY PAID	$140.00
TOTAL DUE	$0.00

1400 S ORANGE BLOSSOM TRL
U - ORLANDO, 32805

PAID: $140.00 0099-00942493 7/14/2020

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA

JENNINGS JOHN J

WASTE PRO OF FLORIDA INC
ATTN: DEBBIE WILSON
3705 SAINT JOHNS PKWY
SANFORD FL 32771

This receipt is official when validated by the Tax Collector.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/19/2020

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
Marsh USA Inc.
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323

CN105058554--GAWUP-20-21

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : XL Insurance America, Inc.	24554
INSURER C : National Fire & Marine Insurance Co	20079
INSURER D : XL Specialty Insurance Company	37885
INSURER E :	
INSURER F :	

INSURED
Waste Pro USA Inc. and its subsidiaries
2101 W SR 434, Suite #301
Longwood, FL 32779

COVERAGES **CERTIFICATE NUMBER:** ATL-004672359-21 **REVISION NUMBER:** 0

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: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			GEC300138203	11/22/2020	11/22/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 500,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			RAE943788403 SIR: $1,000,000	11/22/2020	11/22/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	4,000,000
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			42UMO30953402	11/22/2020	11/22/2021	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			RWD300138003 (AOS)	11/22/2020	11/22/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Excess Workers Compensation			RWE943549703 (FL, GA)	11/22/2020	11/22/2021	Employers Liability: SIR:		1,000,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Exclusive Residential C&D Debris Removal Franchise Agreement.
City of Ocoee is an Additional Insured with respects General Liability where required by written contract. General Liability policy shall be Primary to any other insurance in force for or which may be purchased by Additional Insured.

CERTIFICATE HOLDER

City of Ocoee
150 N. Lakeshore Drive
Ocoee, FL 34761

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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AGENCY CUSTOMER ID: CN105058554
LOC #: Lauderdale

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Waste Pro USA Inc. and its subsidiaries 2101 W SR 434, Suite #301 Longwood, FL 32779
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Contractors Pollution Legal Liability - Job Site

Pollution Condition resulting from Contracting Services defined as:
Trash compactor installation and maintenance

Carrier: Indian Harbor Insurance Company
Policy Number: PEC004900303
Dates: 01/01/2020 - 01/01/2021
Limit: $2,000,000 each Pollution Condition; $2,000,000 Annual Aggregate
Self-Insured Retention: $25,000

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WASTE PRO OF FLORIDA, INC.
DRUG-FREE WORKPLACE COMPANY POLICY

Recognizing that substance abuse (including alcohol) is a detrimental problem facing society, this company will do the best we can to actively fight this problem. One of the ways we are addressing this problem is by implementing and maintaining a substance abuse policy to ensure the company will be a drug-free workplace.

We understand employees and applicants under a physician's care may be required to use prescription drugs; however, illegal use of prescribed medications is also substance abuse and will be dealt with in the same manner as the abuse of illegal substances. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We encourage those who abuse drugs and/or alcohol to voluntarily seek help. This policy contains an employee assistance resource file which allows employees and their families to find help in dealing with alcohol or drug abuse. However, it is the employee's responsibility to seek help before drug and alcohol problems lead to disciplinary action.

Legal Drug: Includes prescribed drugs and over-the-counter medications which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

Illegal Drug: Any drug: (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained; or (c) which is being used in a manner or for a purpose other than as prescribed.

This company's Standard of Conduct requires that employees of this company shall not use illegal drugs or abuse alcohol or prescription medications. Any employee determined to be in violation of this policy is subject to disciplinary action, even for the first offense. In order to maintain this standard, this company shall establish and maintain the program and rules set forth below, under applicable State law as outlined in Addendum A.

A. Post-Offer Job Applicant Screening

This company will conduct post-offer drug tests designed to prevent the hiring of individuals who use illegal drugs or abuse prescription medications. If a job applicant refuses to submit to the required drug test, tampers with or adulterates a drug test specimen or has a confirmed positive drug test result; he/she forfeits his/her eligibility for employment.

B. Current Employee Screening

This company will conduct drug and/or alcohol screens, as outlined in this policy, to identify employees who use illegal drugs or abuse alcohol, etc., either on or off the job. It shall be a condition of continued employment that all employees submit to a drug and/or alcohol screen in accordance with the provisions listed below. This company may suspend employees without pay, under this policy, pending the results of a drug and/or alcohol test or investigation.

1. Reasonable Suspicion Testing

"Reasonable suspicion testing" means drug and/or alcohol testing based on an employer's belief that an employee is using or has used drugs in violation of the employer's policy, drawn from specific visual or verbal facts that would lead a reasonable person, without any medical training but normal life experiences, to conclude the possibility of drug and/or alcohol use.

Whenever possible, the supervisor who is suspicious of an employee's behavior should have the suspicious behavior confirmed by another supervisor or manager before requiring the employee to be tested. Employees who refuse to be tested will be terminated.

If there is reasonable suspicion that an employee is under the influence of drugs and/or alcohol, the employee will be required to undergo drug and/or alcohol testing at a laboratory chosen by the company.

Occurrences that may be indicators of substance abuse and are considered grounds for reasonable suspicion are:

a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
c. A report of drug use, provided by a reliable and credible source.
d. Evidence that an individual has tampered with a drug test during his employment with the current employer.
e. Information that an employee has caused, contributed to, or been involved in an accident while at work.
f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

If an employee is arrested for or convicted of a drug-related crime, this company will investigate all of the

circumstances, and company officials may utilize the drug-testing procedure if cause is established by the investigation. An arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. As a condition of employment, an employee must notify the company's manager of Human Resources of any criminal drug statute arrest or conviction within five (5) days of such arrest or conviction.

2. Accident and Injury Procedures

Any employee involved in a work related accident, which requires medical treatment, above and beyond first-aid, must first receive treatment. The employee must then submit to a post-accident drug screen. A post-accident alcohol test may apply. The employee must report for testing to the designated collection site within 24 hours of the accident, if the drug and/or alcohol collection is not performed following treatment. Failure to do so will be considered a refusal to test, resulting in immediate termination.

3. Routine Fitness-for-duty

This company must require an employee to submit to a drug test IF the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of this company's established policy OR that is scheduled routinely for all members of an employment classification or group. Employees subject to any routine fitness-for-duty testing will be notified in writing and be required to sign a routine fitness-for-duty consent form.

4. Return to work and Follow-up drug testing

If an employee in the course of employment voluntarily enters an employee assistance program for drug-related problems, or an alcohol/drug rehabilitation program, this company must require the employee to submit to a drug and/or alcohol test as a follow-up to such program. Follow-up testing must be conducted at least once a year for a two (2) year period after completion of the program. Advanced notice of a follow-up testing date must not be given to the employee to be tested.

5. Random Testing

This company may conduct random drug testing, as stated in Florida Statutes 440.102. A third-party company designated by this company will generate a computerized random list of employees who would be required to submit to a random drug screen. When an employee is chosen for a random drug screen, their name automatically returns to the pool for future random tests.

C. Basis for Discipline or Termination

1. Illegal Drug Use and Alcohol Abuse

Any employee using, selling, purchasing, possessing, soliciting or distributing illegal drugs and/or unauthorized alcoholic beverages on company property or company business will be in violation of this policy, resulting in immediate termination of employment. Any employee who has a confirmed positive drug and/or alcohol test, as determined under applicable state law and listed below, will be subject to the company disciplinary action, as outlined in the company Employment Acknowledgment Agreement Form.

Table of Positive Drug Levels In Urine

Drug to Be Tested For:

Drug	Initial	Confirmation	Drug	Initial	Confirmation
See Addendum "A" Alcohol Levels			Barbiturates	300 ng/ml	150 ng/ml
Amphetamines	1,000 ng/ml	500 ng/ml	Benzodiazepines	300 ng/ml	150 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml	Methaqualone	300 ng/ml	150 ng/ml
Cocaine	300 ng/ml	150 ng/ml	Methadone300 ng/ml	150 ng/ml	Opiates
2000 ng/ml	2000 ng/ml	Propoxyphene	300 ng/ml	150 ng/ml	Phencylidine
25 ng/ml	25 ng/ml				

Any employee who has a confirmed positive drug and/or alcohol test may forfeit eligibility for medical and indemnity benefits under applicable State law and may also forfeit unemployment benefits, under applicable state law.

2. Refusal to Test

Any employee who refuses to submit to a required drug and/or alcohol test will be subject to immediate termination of employment. A tampered with or an adulterated drug and/or alcohol specimen, will be considered a refusal to test, resulting in termination of employment. Any employee who refuses to test, tampers with or adulterates a drug and/or alcohol specimen, will automatically forfeit eligibility for medical and indemnity benefits under applicable Worker's Compensation Law and will also forfeit unemployment benefits under applicable State law.

D. Confidentiality

1. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the employer through a drug testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this Rule, in determining compensability under Chapter 440.101 & 440.102 FL. Statutes.

2. Employers, testing laboratories, employee assistance programs, drug and alcohol rehabilitation programs and their agents who receive or have access to information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction, in pursuant to an appeal taken under this section, or unless deemed appropriate by a professional licensing board in related disciplinary proceedings.

The consent form must contain, at the minimum, the following:

a. The name of the person authorized to obtain the information.
b. The signature of the person authorizing release.
c. The purpose of the disclosure.
d. The duration of the consent.
e. The precise information to be disclosed.

3. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant. Information released contrary to this section shall be inadmissible as evidence in any such criminal proceeding.
4. Nothing herein shall be construed to prohibit the employer, agent of the employer, or laboratory conducting a drug test from having access to employee drug test information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to the company or its agents defense in a civil or administrative matter.

E. Prescription and Non-Prescription Medications

This company will provide a standard form for the employee to confidentially report the use of prescription or non-prescription medications to the Medical Review Officer both prior to and after the drug or alcohol test. No prescription drug shall be brought upon the premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner so prescribed. Employees must keep all such prescription medicines in the original container which identifies the date of the prescription and the prescribing physician. Employees should report the use of any prescribed medication which may alter the employee's physical or mental ability, prior to commencing work. This company retains the right to change the employee's job assignment during the term of treatment.

F. Drugs To Be Tested For: Common and Chemical Name

Over-the-counter and prescription drugs which could alter or affect the outcome of a drug test:

ALCOHOL: (booze, drink, beer, liquor, wine, moonshine) All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 10% (20 proof) ethyl alcohol, Comtrex is 20% (40 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES: (bennies, black beauties, crystal, speed, uppers, crank) Obetrol, Biphetamine, Desoxyn, Dexedrine, Direx.

CANNABINOIDS: (marijuana, hashish, maryjane, grass, reefer, pot, dope, etc.) Marinol (Dronabinol, TEC).

COCAINE: (coke, crack, blow, nose candy, toot, snow) Cocaine HCI topical solution (Roxanne)

PHENCYCLIDINE: (PCP, angel dust) Not legal by prescription.

METHAQUALONE: (ludes, qualude, optimil, parest) Not legal by prescription.

OPIATES: (heroin, horse, smack, powder) Paregoric, Prepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitusin AC, Guituss AC, Novahistine DM, Novahistine Expectorant, Dilaudid (Hydromorphine), M-S Contin and Roxanol (morphine and sulfate), Percodan, Vicodin, etc.

BARBITURATES: (barbs, rainbows, downers, golfballs, reds, blues) Penobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

BENZODIAZEPINES: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

METHADONE: Dolphine, Methadose

PROPOXYPHENE: Darvocet, Darvon N, Dolene, etc.

This company will test for the minimum of drugs which is described as a five (5) panel test (amphetamines, opiates, cocaine, pcp, cannabinoids), but is allowed to test up to all 10 drugs and alcohol, as listed above.

G. Challenge to Test Results

1. A requirement of a drug-free workplace program is that within five working days after receiving notice of positive, confirmed test result, the employee must be allowed to submit information to the Medical Review Officer explaining or contesting the test results. If the employee's explanation or challenge of the positive test result is unsatisfactory to the employer, the employee must be notified within fifteen days that the explanation is unsatisfactory and be given a copy of the positive test results. All documentation shall be kept confidential by the employer and shall be retained by the employer for at least one year.
2. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge or Compensation Claims, or if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction.

H. Employee's Responsibility

When an employee undertakes a challenge, it shall be the employee's responsibility to notify the Medical Review Officer and the sample shall be retained by the laboratory until the case is settled.

I. Laboratory Assistance

The Medical Review Officer, designated by this company, shall provide clinical/technical assistance to the employee for the purpose of interpreting positive, confirmed test results which could have been caused by prescription or non-prescription medication taken by the employee. Additionally, employees and job applicants have the right to consult the laboratory for technical information regarding prescription or non-prescription medication.

J. Employee Protection

1. Upon implementation of a drug-free workplace program, the employer shall detail in writing, within seven (7) days after testing an employee who had exhibited suspicious behavior, the circumstances leading to a determination of reasonable suspicion of drug and/or alcohol abuse to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept and retained confidentially by the employer for at least one (1) year.
2. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen re-tested at the employee's expense. Such re-testing shall be done at another AHCA licensed, SAMSHA or NIDA approved laboratory chosen by the employee or job applicant. The second laboratory must test for equal or greater sensitivity for the drug in question. The first laboratory is responsible for the transfer of the portion of the sample to be re-tested, and for the integrity of the chain-of-custody during the transfer.
3. The testing laboratory may not disclose any information concerning the health or mental condition of the tested employee.
4. This company may not request or receive from any testing facility any information concerning the personal health, habits, or condition of the employee or job applicant, including the presence or absence of HIV antibodies in that persons body fluids.
5. This company may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test. All initial positive results are automatically subject to a GC/MS confirmation test before any results are reported to the Medical Review Officer.
6. This company may not discharge, discipline or discriminate against an employee solely on the employee's voluntary seeking of treatment while employed by the company for a drug-related incident, if the employee has not previously tested positive for the drug, entered an employee assistance program for drug-related problems, or entered an alcohol and drug rehabilitation program.

K. Investigation

To ensure that illegal drugs and alcohol do not enter or affect the workplace, this company reserves the right to search all vehicles, containers, lockers, or other items on this company's property in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon this company's request. Searches will be conducted only where this company has reason to believe that the employee has violated this company's substance abuse policy. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to this company's premises. Searches of an employee's personal property will take place only in the employee's presence. All searches under this policy will occur with the utmost discretion and consideration for the employee involved. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched. Because the primary concern is the safety of its employees and their working environment, this company will not normally prosecute the employee in maters involving illegal substances. However, this company will turn over all confiscated drugs to the proper law enforcement authorities. Further, this company reserves the right to cooperate with or enlist the services of proper law enforcement authorities in the course of any investigation.

L. Collective Bargaining Rights

This policy does not eliminate the bargaining rights of any employee covered under any collective bargaining agreement between this company and any certified labor organization as provided in the collective bargaining process, if applicable.

M. AHCA (Agency for Health Care Administration) Certified Testing Laboratories and MRO

This company uses only AHCA certified testing laboratories and AAMRO Certified Medical Review Officers.
For information concerning laboratories and medical review officer services please contact:
Total Compliance Network/South Atlantic Testing Services * (954) 677-1200 * 5440 NW 33rd Avenue, Suite 106, Ft. Lauderdale, FL 33309

N. Employer Protection

This policy supercedes any information provided to applicants and/or employees, either written or oral. This company reserves the right to change provisions of this policy and testing program at any time in the future.

O. Drug Referral Services and Support Groups

Nationwide:

1. Alcohol Hot-line: 1-800-ALCOHOL, 24 hour referral line for information on programs designed for alcoholics.
2. Cocaine Hot-line: 1-800-COCAINE, 24 hour referral line for information on programs designed for cocaine abuse.
3. National Drug & Alcohol Treatment and Referral Hot-line: 1-800-662-4357, Confidential information on treatment, self-help, and support programs for drug users.

P. Educational Material On Substance Abuse

WHAT IS SUBSTANCE ABUSE?

Substance abuse is the harmful and dangerous use of alcohol and/or other drugs. It affects all types of workers; male and female, young and old, production workers, executives, supervisors, clerical workers, and maintenance personnel. Anyone can have a substance abuse problem. It can be prevented or treated by Substance Abuse Professionals. Alcohol and drugs may give the illusion of freeing you from the fears, responsibilities, and petty hassles of everyday life. It can destroy you physically and mentally. Most people abuse drugs and alcohol as an escape from other problems such as family problems, low self-esteem, financial worries and/or feelings of inadequacy.

Many of us enjoy an occasional social drink or take legal drugs under a doctor's supervision. That is okay as long as we don't overdo it and misuse the substances. Various people handle alcohol in different ways. It isn't necessarily how much you drink, it's what happens when you drink; how it affects your life and those around you. Besides harming your body and mind, most abused drugs are illegal. Buying and using them could result in arrest, fines or even jail! The typical reasons given for taking the express train to Utopia with drugs are it helps me relax, it heightens the senses, it expands the mind and/or it makes me feel confident. The truth is, you can achieve these same feelings naturally without destroying your body and life. A "natural high " is legal. Hiding behind drugs or alcohol could lead to the biggest mistake of your life. Everyone pays for substance abuse. Abusers often have legal or health problems, conflicts at home, accidents on and off the job. Substance abuse is a major factor in half of all divorces. It contributes to domestic violence, child abuse and sexual abuse. Working with substance abusers can be unpleasant and dangerous. Substance abuse destroys work performance, resulting in reduced productivity, motivation, quality of work and increased employee theft.

It is never too late or too soon to change a substance abuse problem. If you suspect that you have a problem, don't think that it will go away if you ignore it. *It will only get worse.* The first thing you must do is accept the fact that abusing drugs and alcohol is like playing with fire- it can and will destroy the lives of people just like you everyday. Pushing yourself to the limit with drugs and alcohol will only destroy all that you hope to be. Talk to a close friend about your problem, if your friends keep telling you that you have a problem, listen to them and take a good look at yourself. Sometimes it's not easy to see ourselves clearly.

Many companies have employee assistance programs (EAP 's) that refer you to professionals and groups to help you with your problem. They also provided information about insurance coverage for treatment. These programs are **voluntary** and **confidential!** No one can make you go or hold it against you if you do go. Your company realizes that anyone who is willing to seek help deserves the company's support. Another source for help is your *phone book.* Look in the yellow pages for Health Organizations, Social Services and Mental Health Organizations. Since substance abuse harms everyone, join with others to oppose it. *Encourage* those who need help to get it, at work or in the community. One of the most effective ways to fight substance abuse at work is for employees to unite against it. Make it clear that alcohol or drug use on the job is absolutely unacceptable.

THE MOST ABUSED SUBSTANCES AND THEIR EFFECTS ARE:

ALCOHOL - Alcohol is legal, socially acceptable and inexpensive substance to use. Because it is accepted part of many occasions, it's hard to recognize when you cross the invisible line from social drinking and abusive drinking.

The following check list may help you determine if you have a drinking problem. **Do You:**

***lose time from work due to drinking? *want to drink in the morning? *have trouble sleeping? *drink to feel more confident or outgoing?*feel easily frustrated?*find you are overanxious or oversensitive? *blame others for your problems? *drink alone? *let family or job responsibilities slide? *forget what happened when you're drinking? *find you have lost weight? *find your mind is not working quickly *have violent mood swings**

If you drink regularly, answering "yes" to any of these questions could indicate that you have a drinking problem.
Admitting that you have a problem is the first step. The best place to start solving it is by contacting **Alcoholics Anonymous.** An AA group is as close as your phone book. *Alcohol* is a central nervous system depressant and is the most widely abused drug. About half of all auto accidents fatalities in this country are related to alcohol abuse.

Fact: A 12-ounce can of beer, a 5-ounce glass of wine and a 1-1/2 ounce shot of hard liquor all contain about the same amount of alcohol. Coffee, cold showers and exercise do not quicken sobriety. Each one-half ounce of alcohol takes the average body about one hour to process. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory and judgment. Taken in larger quantities over a long period of time alcohol damages the liver and heart and can cause permanent brain damage. On the average, heavy drinkers shorten their life span by about ten years. **Other Effects:**

***greatly impaired driving ability *reduced coordination and reflex action *impaired vision and judgment *inability to divide attention *lowering inhibitions *overindulgence (hangover) can cause:** *headaches, nausea, dehydration, unclear thinking, unsettled digestion and/or aching muscles.*

MARIJUANA - Marijuana is also known as "grass", "pot", "weed", "Mary Jane", "herb", " a joint" and " a roach", among the other street names.

Fact: While alcohol dissipates in a matter of hours, marijuana stays in the body for 28 days. *Marijuana* alters sense of time and reduces the ability to perform tasks requiring concentration, swift reactions and coordination. The drug has a significant effect on judgment, caution, and sensory/motor abilities. **Other Effects:**

***increased pulse rate and blood pressure *rapidly changing emotions and erratic behavior *altered sense of identity *impaired memory *dulling of attention *hallucinations, fantasies and paranoia *reduction or temporary loss of fertility**

COCAINE - is a stimulant drug, which increases heart rate and blood pressure. As a powder, *Cocaine* is inhaled (snorted), ingested, or injected. It is known as "coke", "snow", "nose candy" and "lady". *Cocaine* is also used in a free- base form known as "crack" or "the rock" which is smoked. It acquired its name from the popping sound heard when it is heated. **Fact:** Many people think that because crack is smoked, it is "safer" than other forms of cocaine use. **It is not.** Crack cocaine is one of the most addictive substances known today. The crack "high" is reached in 4-6 seconds and last about 15 minutes. The most dangerous effects of crack is that it can cause vomiting, rapid heartbeat, tremors and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-included heart attack. Since the heart regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing and heartbeat are depressed- leading to death. **Other Effects:**

***impaired driving ability * anxiety *reduced sense of humor *accelerated pulse, blood pressure and respiration mood swings* heightened, but momentary, feeling of confidence, strength and endurance *paranoia, which can trigger mental disorders in users prone to mental instability *repeated sniffing/snorting results in irritation of the nostrils and nasal membrane *compulsive behavior such as teeth grinding or repeated hand washing**

AMPHETAMINES - are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general activity. Some common street names for amphetamines are " speed", "uppers", "black beauties", "bennies", "wake ups", "football" and "dexies".

Fact: People with a history of sustained low-dose use quite often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the down mood they experience when the high wears off. Even small, infrequent doses can produce toxic effects in some people. Restlessness, anxiety, mood swings, panic, heartbeat disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported. **Other Effects:**

***loss of appetite *irritability, anxiety, apprehension *increased heart rate and blood pressure *difficulty in focusing eyes *exaggerated reflexes *distorted thinking *perspiration, headaches and dizziness *short term insomnia**

OPIATES - Opiates, including heroin, morphine, and codeine, are narcotics used to relieve pain and induce sleep. Common street names are "horse", "hard stuff", "M", "brown sugar", "Harry" and "Mr. H".

Fact: Heroin, also called "junk", or "smack", accounts for 90% of the narcotic abuse in this country. Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal, and cannot even be obtained with a physician's prescription. Most medical problems are caused by the uncertain dosage level, use of unsterile needles, contamination of the drug, or combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used. **Other Effects:**

***reduced vision, impaired driving ability *change in sleeping habits, drowsiness followed by sleep *constipation, decreased physical ability *short -lived state of euphoria, possible death**

PHENCYCLIDINE (PCP) - also called "angel dust", "rocket fuel", "super kools" and "killer weed" was developed as a surgical anesthetic in late 1950's. Later due to it's unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer.

Fact: *PCP* is a very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body. ***PCP*** scrambles the brain's internal stimuli and alters how users see and deal with their

environment. Routine activities like driving and walking become very difficult. Low doses of PCP produce a rush, sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions. **Other Effects:**

***impaired driving ability *drowsiness *thick, slurred speech *blank stare *involuntary eye movement *perspiration *repetitive speech patterns *incomplete verbal responses**

COMBINATIONS OF DRUGS - The number of drug variations that can be made, mixed and distributed is almost unlimited. Combining drugs makes physical and mental effects unpredictable and often much more servere than if the same drugs were taken separately. Combining alcohol with depressants, cocaine, marijuana, etc. can be especially dangerous.

As long as there is a demand for drugs and alcohol there will be a supply, in ever-changing variations. The solution is preventing the demand for drugs and alcohol.

ADDENDUM "A"

This addendum contains the following information for each applicable State:

1. Individual applicable State laws.
2. Positive alcohol levels and acceptable type of specimen for alcohol testing.
3. Information on drug and alcohol referral services and support groups.
4. Any additional information or changes to standard policy, if required under applicable State law.

A. Florida

1. Fla. Stat. Ann §440.101-440.102 (2003) Fla Admin. Code Ann. r. 59A-24 (2000)
2. Alcohol-Blood .04 g/dl.

Where to seek help:

Project Refocus Inc.
254 South CR 427
Suite 229
Longwood, FL 32750
(407) 332-9918

Community Treatment Center
1215 Lake Dr.
Cocoa, FL 32922
(321) 632-5958

Drug Abuse Treatment Assoc.
4590 Selvitz Rd.
Suite B
Ft. Pierce, FL 34981
(561) 595-3322

Metamorphosis
4201 SW 21st Place
Gainesville, FL 32607
(352) 955-2450

Gateway Community Services
555 Stockton St.
Jacksonville, FL 32204
(904) 387-4661

Putnam Behavioral Healthcare
320 Kay Larkin Dr.
Palatka, FL 32177
(386) 329-3784 x 8661

Operation Par Inc.
3049 Cleveland Ave.
Suite109
Ft. Myers, FL 33901
(239) 338-2300

B. Georgia

1. GA. Code Ann. §34-9-17(1998), §§ 34-9-410 to 421 (2002), § 33-9-40.2 (2000) and § 34-8-194 (2) © (1998).
2. Alcohol-Blood or Breath .08 g/dl.

Where to seek help:

Advantage Behavioral
195 Miles St.
Athens, GA 30601
(706) 369-5745

Atlanta Metro Treatment Center
6500 McDonough Dr.
Suite B-2
Norcross, GA 30093
(703) 242-7865

Athens Area
840 Hawthorne Ave.
Athens, GA 30606
(706) 546-7455

Eduactional Requirements

This company will provide a semi-annual education course to assist employees in identifying personal and emotional problems which may result in the misuse or alcohol or drugs; legal, social, physical and emotional consequenses of the misuse of alcohol or drugs: and the Employer's policies and procedures regarding substance abuse and utilization of any employee assistance program offered by this company.

1. Employee Education

During the first year of this program, this company will provide all employees with a semi-annual substance abuse education program. The education program will be at least one hour and include information on: (1) the disease model of addiction for alcohol and drugs: (2) the effects and dangers of substance abuse in the workplace; and (3) the company's policies regarding substance abuse in the workplace and how employees can both obtain substance abuse treatment. During any subsequent years of certification, this company will provide all employees with an annual educational program.

2. Supervisor Training

During the first year of certification this company will provide all supervisors with the same semi-annual substance abuse education program as employees. In addition, this company will provide all supervisors with at least two hours of training on: (1) how to identify and document substance in the workplace; and (2) how to refer employees to treatment providers. During any subsequent years of certification, this company will provide all supervisors with a minimum of hour training.

C. South Carolina

1. S.C. code Ann §42-9-60 (1985); § 41-1-15 (supp.2003) and § 38-73-500 (2002). Dept. of Insurance Bulletin 97-3.
2. Alcohol-Blood or Breath-.04 g/dl.
3. All employees will be subject to random drug testing, as outlined in the policy.

Where to seek help:

Beaufort County
1905 Duke St.
Suite 270
Beaufort, SC 29902

New Life Center
102 Ginn Altman Dr.
Hampton, SC 29924
(803) 943-2800

Axis I Center of Barnwell
1644 Jackson St.
Barnwell, SC 29812
(803) 541-1245

Conclusion

1. Changes in applicable State laws may occur and this company will enforce current applicable State laws, without notice.
2. Positive alcohol levels and acceptable types of specimens for alcohol testing may change for any reason, without notice, and may be considered a policy violation resulting in disciplinary action.
3. Information on drug and alcohol referral services and support groups may change without notice.

DIVISION OF CORPORATIONS

Sunbiz.org Division of CORPORATIONS an official State of Florida website

Detail by FEI/EIN Number

Florida Profit Corporation
WASTE PRO OF FLORIDA, INC.

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Principal Address

2101 W SR 434
3rd FLOOR
LONGWOOD, FL 32779

Changed: 01/16/2017

Mailing Address

2101 W SR 434
3rd FLOOR
LONGWOOD, FL 32779

Changed: 01/16/2017

Registered Agent Name & Address

VELEZ, MALENIE
2101 W SR 434
3rd FLOOR
LONGWOOD, FL 32779

Name Changed: 07/11/2016

Address Changed: 01/09/2018

Officer/Director Detail

Name & Address

Title Chairman

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2101 W SR 434
3rd FLOOR

LONGWOOD, FL 32779

Title CFO, EVP

SABINA, CORT
2101 W SR 434
3rd FLOOR
LONGWOOD, FL 32779

Title CEO, President, Secretary

Jennings, Sean Michael
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Title COO, SVP

Banasiak , Keith
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LONGWOOD, FL 32779

Annual Reports

Report Year	Filed Date
2019	01/07/2019
2020	01/02/2020
2021	01/04/2021

Document Images

01/04/2021 -- ANNUAL REPORT	View image in PDF format
01/02/2020 -- ANNUAL REPORT	View image in PDF format
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01/11/2016 -- ANNUAL REPORT	View image in PDF format
01/26/2015 -- ANNUAL REPORT	View image in PDF format
02/24/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/16/2013 -- ANNUAL REPORT	View image in PDF format
01/11/2012 -- ANNUAL REPORT	View image in PDF format
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04/02/2002 -- ANNUAL REPORT	View image in PDF format
01/05/2001 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

CITY OF OCOEE

REQUEST FOR QUALIFICATIONS (RFQ) #21-007

EXCLUSIVE FRANCHISE FOR RESIDENTIAL CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL



TABLE OF CONTENTS
RFQ #21-007
EXCLUSIVE FRANCHISE FOR RESIDENTIAL
CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL

RFQ DOCUMENTS

Section	Page
Legal Advertisement	3
RFQ Instructions	4 - 6
General Terms & Conditions	7 - 15
Summary of Litigation, p. 16*	
Acknowledgement of Addenda, p.16*	
Equipment Listing, p. 16*	
References/Experience, p. 17*	
*Contract References Contact Information, *18*	
*Clarifications & Exceptions to Franchise Agreement, *19*	

SCOPE OF WORK, AND PROPOSED FRANCHISE AGREEMENT

Section	Page
Submittals/Evaluation Criteria	20-21
Exhibit A – Scope of Work	22
Exhibit B – *Conflict of Interest Disclosure Form**	23
Exhibit C –*Company Information and Signature Sheet**	24
Exhibit D – Proposed Franchise Agreement	25-36

*Submit with Response

End Table of Contents

Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFQ #21-007 EXCLUSIVE FRANCHISE FOR RESIDENTIAL CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL.** Qualification packages will only be accepted electronically through Negometrix4, a free e-Procurement platform, **until 3:00 pm, local time, on May 11, 2021.** Qualification packages received after that time or through any other method will not be accepted under any circumstances. Qualification packages that have been timely received will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at https://www.ocoee.org/959/Public-Bid-Meetings. All questions regarding this RFQ should be in writing to Joyce Tolbert, CPPB, Procurement Manager, Finance Department/Purchasing jtolbert@ocoee.org. No Pre-submittal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting statements of qualifications at no charge through Negometrix4 by accessing the City's published solicitation page at https://app.negometrix.com/buyer/748. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Negometrix platform. Melanie Sibbitt, City Clerk, Orlando Sentinel April 18, 2021.

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS (RFQ) # 21-007
EXCLUSIVE FRANCHISE FOR RESIDENTIAL
CONSTRUCTION & DEMOLITION DEBRIS REMOVAL

A. The City of Ocoee, Florida (City), in conformance the policies and procedures of the City of Ocoee (City) is soliciting statements of qualifications from qualified companies (Respondent, Firm, Bidder, Proposer) to provide residential construction and demolition debris removal services within the corporate limits of the City of Ocoee, Florida.

B. Respondents shall submit one (1) complete electronic copy of their statement of qualifications, preferably in a single file on the Negometrix4 platform. **Financial Statements should be uploaded separately from your qualification package on the Negometrix4 platform**. Qualification packages must be received by Negometrix4 no later than **3:00 p.m. (local time) on May 11, 2021.** Any qualification package received after the above-noted time will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the qualifications package **uploaded and submitted** on the Negometrix4 e-procurement platform prior to the due date and time.

File Uploads - All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Respondents will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

C. Prospective respondents may secure a free copy of the documents required for submitting a response through Negometrix's Negometrix4 platform by accessing the City's published solicitation page at https://app.negometrix.com/buyer/748. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Negometrix4 platform. Partial sets of the documents required for submitting a statement of qualifications will not be issued. By using Negometrix, prospective respondents will be provided with all information regarding this RFQ, all addendums and changes to the project requirements; there is no charge to use the Negometrix e-procurement platform.

The City utilizes Negometrix, an e-procurement platform, Negometrix4 version. The City is **ONLY** accepting electronic solicitation responses online through the City's Negometrix4 platform at https://app.negometrix.com/buyer/748. 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 responses for this bid **MUST** be submitted through the Negometrix4 platform. Bid/RFP/RFQ submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be

accepted. **There is no charge to use the Negometrix electronic bid submission platform.**

Registration with Negometrix is free and is required prior to submitting a RFQ response. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the RFQ submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@negometrix.com.

Once your company is registered with Negometrix, you will be able to submit your bid/proposal/qualification statement securely, anytime before the bid deadline, at https://app.negometrix.com/buyer/748 by clicking the PARTICIPATE BUTTON under the solicitation. Qualification Statements submitted on Negometrix4 will remain locked and inaccessible by City staff until the bid deadline. Respondents are encouraged to allow ample time to upload and submit your Response as the system will automatically lock responses upon the bid deadline. A virtual public RFQ opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings

D. Pre-Proposal Conference: None scheduled at this time.

E. Responses will be reviewed by an evaluation committee appointed by the City Manager and will be ranked in accordance with the established evaluation criteria. Date, time, and location of any scheduled evaluation committee meeting(s) for this RFQ will be noticed publicly and on Negometrix4. The evaluation committee shall supply a ranked list of the proposing firms and a recommendation regarding which firm(s) should be selected by the City Commission. The franchise agreement may be awarded to multiple Respondents, as determined by the City Commission, according to the evaluation criteria listed in this RFQ. Please be aware that all City Commission meetings are duly noticed public meetings and that all documents submitted to the City as a part of a response to a solicitation constitute public records under Florida law. Action on qualification packages is expected to be taken by the City Commission within ninety (90) days of the submission opening date; however, no guarantee or representation is made herein as to the time between receipt of the qualification package and subsequent City Commission action. A more detailed schedule is given below.

F. All Respondents shall thoroughly examine and become familiar with this RFQ package and carefully note the items specifically required for submission of a complete Statements of Qualifications. The City will receive questions regarding this RFQ only through the Negometrix4 platform in the Question & Answer tab or written inquires directed to Joyce Tolbert, CPPB, Procurement Manager at jtolbert@ocoee.org. Deadline for receipt of written inquiries will be **May 4, 2021 at 3:00 p.m., local time.** Any clarifications/changes will be only through written addenda issued by the Procurement Manager. Respondents should not contact City staff, with the exception of the Procurement Manager. In addition, no contact is permitted with the City Commission, or other City consultants for information regarding this RFQ before the franchise agreement award date. Any contact with any other member of the City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification

G. **Submission of Statements of Qualifications shall constitute an acknowledgment that the Respondent has complied with the instructions of this RFQ**. The failure or neglect of a Respondent to receive or examine a document shall in no way relieve it from any obligations under its Statements of Qualifications or the franchise agreement. No claim for additional compensation will be allowed based upon a lack of knowledge or understanding of any of the contract documents or the scope of services. Statements of Qualifications shall be in compliance with the contract documents and scope of services. **All costs to prepare and submit a response shall be the responsibility of the Respondent and the City shall make no reimbursement of any kind.**

H. Any response by the City to a request for information or correction will be made in the form of a written addendum, which will be distributed via Negometrix4. It shall be the responsibility of each Respondent to obtain a copy of all issued addenda. The City reserves the right to issue addenda concerning the date and time when Statements of Qualifications acceptance shall close at any time up to the date and time set for Statements of Qualifications closing. In this case, responses that have been received by the City prior to such an addendum being issued will be returned to the Respondent, if requested, unopened. **In case any Respondent fails to acknowledge receipt of any such addendum in the space provided in the RFQ documents, its response will nevertheless be construed as though the addendum had been received and acknowledged**. **Submission of Statements of Qualifications will constitute acknowledgment of the receipt of the RFQ Documents and all addenda**. Only interpretations or corrections provided by written addenda shall be binding on the City. Respondents are cautioned that any other source by which a Respondent receives information concerning, explaining, or interpreting the RFQ Documents shall not bind the City.

I. Any of the following causes may be considered sufficient for the disqualification and rejection of a Statements of Qualifications:

a) Submission of more than one (1) response for the same work by an individual, firm, partnership, or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships, or corporations under common control may be considered to be the same entity;
b) Evidence of collusion between or among the Respondents;
c) Being in arrears on any existing contracts with the City or in litigation with the City, or having defaulted on a previous contract with the City;
d) Poor, defective, or otherwise unsatisfactory performance of work for the City or any other party on prior projects that, in the City's judgment and sole discretion, raises doubts as to the Respondent's ability to properly perform the services; or
e) Any other cause that, in the City's judgment and sole discretion, is sufficient to justify disqualification of Respondent or the rejection of its Statements of Qualifications.

J. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME).** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a qualification statement on an award to provide any goods or services to a public entity, may not submit a response on an award with a public entity for the construction or repair of a public building or public work, may not submit qualification statements on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under an 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 Florida Statute 287.133 (2) (a).]

K. **FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the RFQ and the responses thereto are in the public domain and are available for public inspection. **Respondents are requested, however, to identify specifically any information contained in their Statements of Qualifications that they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law**. All Statements of Qualifications received in response to this RFQ become the property of the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the franchise agreement will become the exclusive property of the City.

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

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.**

L. **ACCEPTANCE AND AWARD. The City reserves the right to accept or reject any or all responses, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any Statements of Qualifications, or to re-advertise for new qualifications. The City may accept any item or group of items of any response, unless the Respondent qualifies its Statements of Qualifications by specific limitations. The City may accept one or more responses 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 a franchise agreement to the Respondent(s) which, in the City's sole discretion, is (are) the most responsive and responsible. The City reserves the right, as an aid in determining which responses are responsible, to require a Respondent to submit such additional evidence of Respondent'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 Respondent, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all responses for acceptance and award.

(Remainder of page left blank intentionally).

RFQ #21-007 GENERAL TERMS & CONDITIONS:

1. **BID/PROPOSAL SECURITY:**

None Required.

2. **PERFORMANCE BOND:**

The Franchisee(s) shall, without expense to the City, furnish a performance bond in a form acceptable to the City as security for the performance of the franchise agreement. Said performance bond will be in the amount of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00). All premiums for the performance bond shall be paid by the Franchisee. This performance bond shall be written by a surety company licensed to do business in the State of Florida and approved by the City and shall be maintained in full force and effect throughout the term of the franchise agreement.

3. **PATENT INDEMNITY:**

Except as otherwise provided, the successful respondent agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and persons employed or utilized by the Respondent in the performance of this contract. Further, the Respondent shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials.

4. **AWARD CRITERIA**:

The franchise agreement will be awarded to multiple Respondents, as determined by the City Commission, according to the evaluation criteria listed in this RFQ.

5. **BID PROTESTS:**

All Bid Protests shall be submitted to the Procurement Manager in the following manner:

1. A Bidder shall file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.

2. A bid protest shall be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall

clarify all questions concerning the design documents of the project prior to submitting its bid.

3. The content of the bid protest shall fully state the factual and legal grounds for the protest and the legal basis for the relief requested.

4. The bid protest shall be filed with the Procurement Manager not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.

5. The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

6. SAFETY REQUIREMENTS:

The Respondent guarantees that the services to be performed and the goods to be provided herein shall comply with all applicable federal, state, and local laws, ordinances, regulations, orders, and decrees, including, without limitation, such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

a) All Franchisees are required to comply with the Code of Federal Regulations (CFR) provisions found in U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910-General Industry Standards that are applicable in construction work.
b) The Franchisee is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
c) The Franchisee must assure that a certified first aid person is designated, phone numbers of physicians, hospital, and ambulance services are posted (copy to Personnel Director, City of Ocoee), and that a first aid kit is available.
d) The Franchisee shall provide personal protective equipment that may be required for jobs in progress.
e) The Franchisee shall observe the speed limit on City property.
f) All heavy equipment must have, where applicable: (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (e) fire extinguisher, and (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.

7. DRUG-FREE WORKPLACE:

Provide a statement concerning the Respondent's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program.

8. CONTRACT:

The successful Respondent(s) will be required to enter into a Franchise Agreement with the City. The proposed Franchise Agreement is attached. All applicable laws and

regulations of the United States, the State of Florida, and the City of Ocoee will apply to any resulting Agreement. By entering into this contract, the awarded bidder is obligated to comply with the provisions of Section 448.095, Fla. Statutes, "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

9. **CERTIFICATION OF NON-SEGREGATED FACILITIES**

a) Respondent certifies that it does not and will not maintain or provide any segregated facilities for the Respondent's employees at any of the Respondent's establishments, and that Respondent does not permit Respondent's employees to perform their services at any location under the Respondent's control where segregated facilities are maintained. Respondent agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of its qualification statement. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms, other storage and dressing areas, parking lots, or drinking facilities provided for employees that are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. Respondent agrees that (except where Respondent has obtained identical certification from proposed contractors for specific time periods) Respondent will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding $10,000 that are not exempt from the provisions of the Equal Opportunity clause, and that Respondent will retain such certifications in Respondent's files.

b) The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.

10. **CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION**:

a) Respondent declares that the only persons or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of a contract for the described services.

b) Respondent certifies that no City Commissioner, other City Official, or City employee directly or indirectly owns assets or capital stock of the Responding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit applies to any members of his or her immediate family)

c) Respondent certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position

with the City. In the event that a conflict of interest is identified in the provision of services, Respondent agrees to immediately notify the City in writing. **Respondent must submit the attached Conflict of Interest Statement.**

d) Respondent further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFQ has occurred, and that the proposal is made according to the provisions of the RFQ documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFQ documents.

e) Respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Respondent offers and agrees that if this negotiation is accepted, the Respondent will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Respondent. The proposal constitutes a firm and binding offer by the Respondent to perform the services as stated.

11. PUBLIC ENTITY CRIME STATEMENT:

a) All bids, as defined by Section 287.012(11), Florida Statutes, requests for bids, as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

b) All Respondents that submit a Statements of Qualifications to the City of Ocoee are guaranteeing that they have read the previous statement and by signing the submitted documents are qualified to do so under Section 287.133, (2)(a), Florida Statutes.

12. PERMITS/LICENSES/FEES:

a) Any permits, licenses or fees required will be the responsibility of the Franchisee; no separate payments will be made. Permit fees are waived for any City of Ocoee permits required.

b) The City requires a City of Ocoee contractor registration if permitting is required. Please contact the City's Building Department at (407)905-3100 extension 1000, directly for information concerning this requirement.
c) Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the Franchisee.

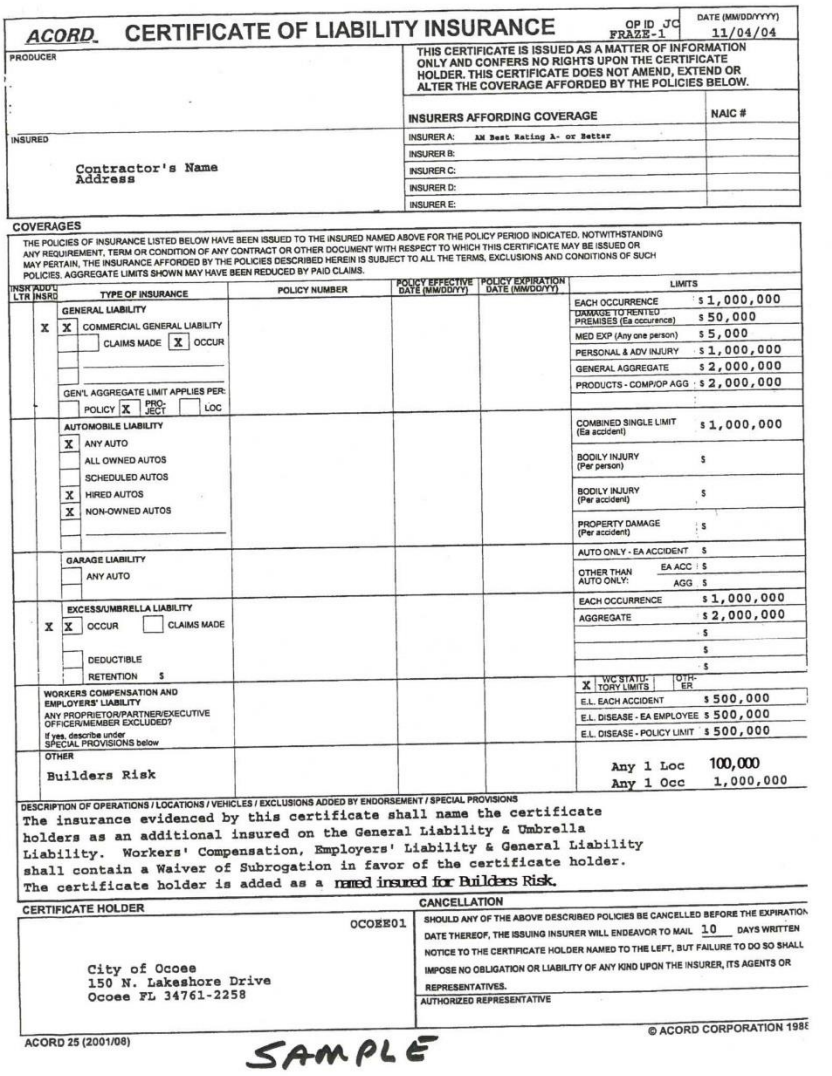
13. **STANDARD INSURANCE REQUIREMENTS:**

The Franchisee shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Franchisee allow any Subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Franchisee and/or subcontractor providing such insurance.
b) Workers' Compensation Insurance: The Franchisee shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of $500,000/$500,000/$500,000 for all the Franchisee's employees connected with the work of this project and, in the event any work is sublet, the Franchisee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Franchisee. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under the franchise agreement for the City is not protected under the Workers' Compensation statute, the Franchisee shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Franchisee's employees not otherwise protected.
    - Include Waiver of Subrogation in favor of the City of Ocoee
c) Franchisee's Public Liability and Property Damage Insurance: The Franchisee shall obtain during the life of the franchise agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Franchisee and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the franchise agreement whether such operations be by the Franchisee or by anyone directly or indirectly employed by the Franchisee, and the amounts of such insurance shall be the minimum limits as follows:
    1) Automobile Bodily Injury Liability & Property Damage Liability
        - $1,000,000 Combined single limit per occurrence (each person, each accident)
        - All covered automobile will be covered via symbol 1
        - Liability coverage will include hired & non-owned automobile liability
        - Include Waiver of Subrogation in favor of The City of Ocoee

2) Comprehensive General Liability (Occurrence Form) - this policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Franchisee is primary and non-contributory.
   - $2,000,000 GENERAL AGGREGATE
   - $2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
   - $1,000,000 PER OCCURRENCE
   - $1,000,000 PERSONAL & ADVERTISING INJURY
   - Include Waiver of Subrogation in favor of the City of Ocoee
3) Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Franchisee shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Franchisee's policy, as specified above.
4) Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent contractors and are directly imposed because of the named insured's general supervision of the independent contractor. The Franchisee shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.
5) Contractual Liability: If the project is not bonded, the Franchisee's insurance shall also include contractual liability coverage to insure the fulfillment of the franchise agreement. **NOTE: FOR PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 AGGREGATE
6) Commercial Umbrella:
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 Aggregate
   - Including Employer's Liability and Contractual Liability
7) Builders Risk: As applicable for construction projects:
   - $100,000 Any (1) Location
   - $1,000,000 Any (1) Occurrence
8) Certificates of Insurance: Certificate of Insurance Form (see sample below), naming the City of Ocoee as an additional insured will be furnished by the Franchisee upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:
   i) The name of the Insured Franchisee, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date.
   ii) Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

(Remainder of page left blank intentionally)



ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID JC FRAZE-1 | DATE (MM/DD/YYYY) 11/04/04

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | NAIC #

INSURED

Contractor's Name
Address

INSURER A: AM Best Rating A- or Better
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$ 1,000,000
X	X	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
		CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		POLICY [X] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X	ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	X	HIRED AUTOS					
	X	NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$ 1,000,000
X	X	OCCUR [ ] CLAIMS MADE				AGGREGATE	$ 2,000,000
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					
		Builders Risk				Any 1 Loc	100,000
						Any 1 Occ	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.

CERTIFICATE HOLDER

OCOEE01

City of Ocoee
150 N. Lakeshore Drive
Ocoee FL 34761-2258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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SAMPLE

14. **SUMMARY OF LITIGATION:**

Provide a summary of any litigation, claim(s), bid disputes, or contract dispute(s) filed by or against the Respondent in the past three (3) years that is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. (Attach additional sheets, if necessary)

_____
_____
_____
_____
_____
_____
_____
_____
_____

15. **ACKNOWLEDGMENT OF ADDENDA:**

Respondent acknowledges receipt of the following addenda:

No._____ Dated _____
No._____ Dated _____
No._____ Dated _____

16**.** **EQUIPMENT LISTING:**

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

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

17. **REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:**

The Respondent shall complete the following blanks regarding experience with similar type of work. Respondent must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three (3) years.

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

Have you any similar work in progress at this time? Yes___ No ___.
Length of time in business_____ years _____ months.

Bank or other financial references**:**

(Attach additional sheets if necessary)

RESPONDENT:_____

18. CONTRACT REFERENCES CONTACT INFORMATION

List below firms with whom you have contracted for solid waste collection services within the past or with whom you are presently contracting.

1. COMPANY NAME: _____

   ADDRESS: _____

   _____

   CONTACT PERSON: _____

   PHONE NO.: _____

   _____

2. COMPANY NAME: _____

   ADDRESS: _____

   _____

   CONTACT PERSON: _____

   PHONE NO.: _____

   _____

3. COMPANY NAME: _____

   ADDRESS: _____

   _____

   CONTACT PERSON: _____

   PHONE NO.: _____

RESPONDENT:_____

19. CLARIFICATIONS AND EXCEPTIONS TO FRANCHISE AGREEMENT

1. Do you have any clarifications and exceptions to the proposed Franchise Agreement?

_____ Yes _____ No

If yes, will you enter in the Franchise Agreement if the City does not accept any of the exceptions/changes requested?

_____ Yes _____ No

If yes, state below all clarifications and exceptions.

20. **SUBMITTALS:**

Qualifications packages should be designed to portray to the City how the respondent's services can best match the knowledge, skills, and abilities suggested by the anticipated Scope of Services given above. In order for the City to evaluate the qualification package, each Respondent should provide information relative to their ability to provide services that will best meet the needs of the City. The submission materials should include the following, and missing material may cause your submission to be evaluated accordingly:

Each Statements of Qualifications shall contain the following either on this form or on separate signed and numbered sheets attached to this form:

1. A statement of experience and qualifications in waste management and residential construction and demolition debris removal services.

2. A description of equipment and reserve equipment proposed to be used to service the accounts within City of Ocoee under the terms of the franchise agreement. Include a description of the proposed dumpsters and containers.

3. Whether the proposed equipment to be used is currently owned or leased by the Proposer and whether it will be owned or leased during the term of the franchise. If leased, indicate the lessor of the proposed equipment.

4. Indicate whether within the past three (3) years you had a franchise or other agreement terminated by a governmental entity due to a default or alleged default? If yes, provide explanation.

5. List all franchise and other agreements which you currently have in place with governmental entities within the State of Florida. If more than five (5), list the five largest accounts.

6. If you have any clarifications or exceptions to the form of franchise agreement, so indicate on a separate sheet labeled "Clarifications and Exceptions to Franchise Agreement". If you have clarifications and exceptions, indicate if you will enter into the franchise agreement as prepared by the City if the City does not accept any exceptions or changes requested.

7. Use the attached Contract References Form to provide three references with which you have contracted for solid waste commercial and multi-family collection services.

8. Attach a copy of a valid business or occupational license.

9. Attached the forms listed on Table of Contents and included with this RFQ required to be submitted with your response. Also attach your company's Drug-Free Workplace program.

10. Attach a current Financial Statement in a separate uploaded file. The financial statements will be kept confidential as they are exempt from the Florida public records law, and will be destroyed/deleted within five (5) days after award of the franchise.

21. **EVALUATION CRITERIA:**

The City shall select the responses which is determined to meet the best interest of the City based on the following factors:

1. The proven ability of the Proposer to efficiently provide residential construction and demolition debris services including verifiable references for the past (3) years. (**0 - 40 points)**

2. The type and amount of equipment proposed to be used by the Proposer; **(0 - 30 points)**

3. The financial stability of the Proposer; (**0 - 30 points)**

Responses will be reviewed by an evaluation committee appointed by the City Manager and will be ranked in accordance with the established evaluation criteria. Date, time, and location of any scheduled evaluation committee meeting(s) for this RFQ will be noticed publicly and on Negometrix4. The evaluation committee shall supply a ranked list of the proposing firms and a recommendation regarding which firm(s) should be selected by the City Commission. The franchise agreement may be awarded to multiple franchisees, as determined by the City Commission, according to the evaluation criteria listed in this RFQ. Please be aware that all City Commission meetings are duly noticed public meetings and that all documents submitted to the City as a part of a response to a solicitation constitute public records under Florida law.

The City reserves the right, before awarding the franchise agreement, to require a Respondent to submit such additional evidence of its qualifications, as the City may deem necessary. The City shall be the sole judge of the competency of Respondents. All successful Respondents shall be required to execute an agreement that provides, among other things, for all plans, drawings, reports, and specifications resulting from Respondent's services to the City are to become the property of the City.

Award, if made, will be to the responsible and qualified Respondent whose Statements of Qualifications is responsive to this Invitation and is in the best interest of the City based on the factors set forth in this RFQ, City Ordinances and in the franchise agreement.

The award of the franchise pursuant to this RFQ is subject to the provisions of the Charter of the City requiring a public hearing preceded by at least thirty (30) days notice of the hearing and the proposed action by publication once a week for four (4) consecutive weeks in a newspaper of general circulation in the City of Ocoee.

Within ten (10) days after written notice of award you will be required to submit the following: (1) Executed Franchise Agreement in the form attached with any clarifications and exceptions agreed to by the City; (2) Evidence of insurance in compliance with the Franchise Agreement; and (3) Executed Performance Bond.

EXHIBIT A
SCOPE OF WORK
RFQ #21-007
EXCLUSIVE FRANCHISE FOR RESIDENTIAL
CONSTRUCTION & DEMOLITION DEBRIS REMOVAL

This is an Invitation for statements of qualifications for the exclusive provision of Residential Construction and Demolition Debris Removal within the corporate limits of the City of Ocoee, Florida, as defined in chapter 403.703 Florida Statutes as amended from time to time, from residential locations where the volume of debris is sufficient to require the use of a roll-off or other similar on-site storage container, as determined by the City. The City has complied with the provisions of Section 403.70605, Florida Statutes, and approved on June 7, 2011 to proceed with the residential construction and demolition debris removal franchise. Pursuant to Section 143-12 of Chapter 143 of the Code of Ordinances of the City of Ocoee, the City seeks to enter into a franchise agreement with multiple persons or entities, as determined by the City Commission, to provide the aforementioned services within the City. Note this RFQ does not include *commercial* construction and demolition debris removal.

The estimated total revenue for this franchise is $75,000 - $100,000. The term of the existing Franchise expires June 7, 2021. The term of this new Franchise is to commence on or around July 2021. The Franchisee shall pay to the City a franchise fee equal to twenty percent (20%) of the fees and charges actually collected by the Franchisee from customers for services rendered pursuant to the franchise granted by the City. Franchise fees will begin after the first full month's billings. The rates to be charged for the residential construction and demolition debris removal services will be as reasonably determined by the franchisee(s).

Residential Premises:
1. New or existing single-family residential units.
2. New or existing multiple-family residential units containing fewer than four single-family residential units.

(Remainder of page left blank intentionally)



RFQ CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: 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 Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer 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, Proposer 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, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

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

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

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

_____

Firm Name

_____

Signature

_____

Name and Title (Print or Type)

_____

Date

Exhibit C

RFQ #21-007 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR STATEMENTS OF QUALIFICATIONS. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING FRANCHISE AGREEMENT WITH THE CITY OF OCOEE.

_____ _____

COMPANY NAME TELEPHONE (INCLUDE AREA CODE)

_____

FAX (INCLUDE AREA CODE)

_____

E-MAIL ADDRESS

_____

AUTHORIZED SIGNATURE (manual)

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

_____

NAME/TITLE (PLEASE PRINT) _____

_____ _____

STREET ADDRESS

_____

CITY STATE ZIP

FEDERAL ID #_____

_____Individual _____Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me this _____day of _____, 20____.

Personally Known_____ or

Produced Identification_____

_____

(Type of Identification)

Notary Public - State of _____
County of _____

_____

Signature of Notary Public

_____

Printed, Typed or Stamped Commissioned Name of Notary Public

EXHIBIT D

PROPOSED RESIDENTIAL CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, between the **CITY OF OCOEE**, a Florida municipal corporation (hereinafter referred to as the "City") and _____, a _____ corporation (hereinafter referred to as the "**Franchisee**") for the purposes of granting a franchise for the collection and removal of residential construction and demolition debris within the corporate limits of the City, all subject to the terms, conditions and limitations set forth herein.

Section 1. Definitions.

For the purposes of this Agreement, all terms and words shall have the meaning set forth in Chapter 143 of the Ocoee City Code and in the definitions contained in Part IV of Chapter 403, Florida Statutes, and in state administrative rules adopted pursuant to Part IV of Chapter 403, Florida Statutes, as such statutes and rules may be amended from time to time.

Section 2. Grant of Franchise.

In consideration of the agreement of the Franchisee to (i) perform the services set forth in this Agreement, (ii) pay to the City the Franchise Fee set forth in Section 14 hereof, and (iii) otherwise comply with the terms and conditions of this Agreement, the City hereby grants to the Franchisee a franchise, including every right and privilege pertaining thereto, to operate and maintain residential construction and demolition debris services within the corporate limits of the City, except as provided in Section 12 hereof.

Section 3. Limits of the Franchise.

Except as set forth herein, the franchise covers the corporate limits of the City of Ocoee. Franchisee agrees that the limits of the franchise are subject to expansion or reduction by annexation or contraction of municipal boundaries and Franchisee has no vested right in a specific area. Further, Franchisee acknowledges and agrees that its right to serve certain lands hereto or hereafter annexed by the City which were the subject of a residential construction and demolition debris services franchise with Orange County which was in effect at least 6 months prior to the initiation of annexation is limited by the provisions of Section 171.062(4), Florida Statutes, as it may from time to time be amended. The provisions of Florida Statute 403.70605 shall also apply.

Section 4. Term.

The franchise shall be granted for an initial term of five (5) years commencing on _____, 20__ and terminating on _____, 20__, unless sooner terminated by the City due to breach of the terms of this Agreement by the Franchisee ("the **Initial Term**"). The Initial Term of the franchise may be extended by mutual agreement of the City and the Franchisee for one additional two (2) year term commencing with the

expiration of the Initial Term and terminating on _____, 20__. Should the City or the Franchisee determine not to extend the term of the franchise beyond the Initial Term, they shall provide written notice of such intent to the other party no sooner than twelve (12) months prior to the expiration of the Initial Term and no later than six (6) months prior to the expiration of the Initial Term and in the event of such notice the franchise and this Agreement shall terminate upon expiration of the Initial Term. In the event neither party gives notice as aforesaid that it does not desire to extend the term of the franchise, then the City and the Franchisee shall enter into an amendment extending the term of the franchise and this Agreement for an additional 2-years for a total of 7-years, such agreement to be entered into at least three (3) months prior to expiration of the Initial Term.

Section 5. <u>Collection Services and Operations</u>.

A. Except as set forth in Section 12 hereof, the Franchisee shall provide residential construction and demolition debris removal services commencing on _____, 20__. The Franchisee shall transport all residential construction and demolition debris collected to a properly licensed facility.

B. The Franchisee shall provide all labor, materials, equipment, supervision and facilities necessary to provide efficient and effective services. The Franchisee shall pay all costs, expenses, and charges required to perform the services and dispose of the collected materials including the disposal charges and “tipping fees” at the facility. The Franchisee shall comply with all applicable local, state and federal statutes, laws, ordinances, rules and regulations. By entering into this contract, the awarded bidder is obligated to comply with the provisions of Section 448.095, Fla. Statutes, "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.

Section 6. <u>Equipment</u>.

A. The Franchisee shall have on hand at all times and in good working order such equipment as shall permit the adequate and efficient performance of the required services. Equipment shall be obtained from nationally known and recognized manufacturers of collection and disposal equipment. The Franchisee shall have available reserve equipment which can be put into service in the event of any breakdown. Vehicles used to provide the services shall be marked with the name of the Franchisee, business telephone number and the number of the vehicle in letters not less than five (5) inches high on each side of the vehicle.

B. The Franchisee shall provide all receptacles, containers, or dumpsters necessary for the collection of all residential construction and demolition services.

Section 7. Complaints.

The Franchisee shall assign a qualified person or persons to be in charge of operations within the service area. The Franchisee shall give the name and qualifications of these persons to the City. The Franchisee shall institute a system for addressing complaints from within the City which shall include informing each customer and the City of the phone number at which complaints will be received. Such phone will be promptly answered at a minimum from 8:00 a.m. to 5:00 p.m., Monday through Friday. In the event that the Franchisee is unable to promptly resolve any such complaints the Franchisee shall promptly notify the City of the nature of the complaint and the attempts made to resolve the complaint.

Section 8. Personnel.

A. The Franchisee shall require its employees to serve the public in a courteous, helpful and impartial manner.

B. Franchisee collection employees shall wear dress uniforms bearing the company name during working hours.

C. Each person employed to operate a vehicle shall at all times carry a valid Florida Driver's License for the type of vehicle being operated.

D. The Franchisee's collection employees will be required to remain on public right-of-ways and the premises of its customers. No trespassing by employees will be permitted on private property. Care shall be taken to prevent damage to property, including receptacles, trees, shrubs, flowers and other plants.

Section 9. Spillage.

The Franchisee shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During hauling, all residential construction and demolition debris shall be contained, tied or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage caused by the Franchisee, the Franchisee shall promptly clean up all spillage at its sole cost and expense. In the event that the Franchisee fails to promptly clean up spillage, then the City may do so and the Franchisee shall pay the City all costs and expenses incurred by the City in connection therewith.

Section 10. Excluded Debris.

Hazardous waste, biological waste, used oil and yard trash are expressly excluded from the franchise granted herein.

Section 11. Subcontractors.

Subcontractors shall be allowed only with the prior approval of the City Commission which consent may be granted or withheld in the discretion of the City Commission. The consent of the City Commission shall not be construed as making the City a part of such subcontract or subjecting the City to liability of any kind to any subcontractor.

Section 12. Rates and Charges.

A. Rates to be charged for the residential construction and demolition debris services to be performed under this Agreement are as set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof.

B. The Franchisee, at its sole cost and expense, shall be solely responsible for the billing and collection of all fees and charges payable to the Franchisee by customers for services rendered pursuant to this Agreement. The Franchisee shall use its best efforts to bill and collect all such fees on a monthly basis unless otherwise agreed to in writing by the City.

C. In consideration for the grant of this franchise and the execution of this Agreement by the City, the Franchisee agrees to pay to the City a franchise fee equal to TWENTY PERCENT (20%) of the fees and charges actually collected by the Franchisee from customers for services rendered pursuant to the franchise granted by this Agreement (the "**Franchise Fee**"). The Franchisee shall pay the Franchise Fee to the City on or before the tenth (10th) day of each month with respect to the fees and charges actually collected by the Franchisee during the previous month. Such payment shall be transmitted on a City approved form and shall include a certification by the Franchisee of the fees and charges actually collected during the prior month and such other information as may be required by the City. Failure of the Franchisee to make timely payment to the City of the Franchise Fee or falsification of the certification regarding fees and charges actually collected shall constitute a default by the Franchisee of this Agreement.

Section 13. Books and Records.

A. The Franchisee shall keep complete books and records at its place of business in Central Florida, setting forth a true and accurate account of all business transactions arising out of or in connection with this Agreement, including but not limited to a complete customer account listing and a record of all fees and charges billed and collected, all in accordance with good business practices and generally accepted accounting principles. The City shall have the right to have access to and inspect and copy the contents of said books and records during normal business hours. Upon thirty (30) days written request from the City, the Franchisee shall provide the City with a complete customer account listing and a record of all fees and charges billed and collected during the prior twelve (12) months.

B. The Franchisee shall annually submit to the City an audited financial statement with respect to all business transactions arising out of or in connection with this Agreement, which shall have been prepared by an independent certified public accountant reasonably acceptable to the City. The financial statement shall include a

determination of all fees and charges billed and collected by the Franchisee pursuant to the franchise granted by this Agreement and the Franchise Fees due to the City pursuant to this Agreement. Each such audited financial statement shall be based on the City's fiscal year of October 1 to September 30 and shall be submitted to the City on or before December 31 of each year except that the last such audit shall be submitted within sixty (60) days after the termination of this Agreement.

Section 14. Assignment.

This Agreement and the rights and privileges hereunder shall not be assigned or otherwise transferred by Franchisee except with the express written approval of the City. The City reserves the right in its sole and absolute discretion to approve or disapprove any such requested assignment or transfer of this Agreement. The City may require that any proposed assignee submit similar documentation to that provided by the franchisee at the time of award of the franchise. No assignment or transfer shall be effective until the assignee or transferee has executed with the City an Agreement of Acceptance, subject to approval by the City, evidencing that the assignee or transferee accepts the assignment or transfer subject to all of the terms, conditions and limitations imposed herein. Any such assignment or transfer shall be in form and content subject to the approval of the City.

Section 15. Indemnification.

Franchisee shall indemnify, defend and hold completely harmless the City, its elected representatives, officers, employees and agents of each, from and against any and all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, expert fees and reasonable attorneys fees and paralegal fees and attorneys and paralegal fees on appeal) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the City, or any property of, injury to or death of any person resulting from or arising out of the performance under this Agreement, or the acts or omissions of Franchisee officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by City's negligence or by the joint negligence of City and any person other than Franchisee or Franchisee's officers, agents, employees, subcontractors, licensees or invitees, or (ii) arising out of the failure of Franchisee to keep, observe or perform any of the covenants or agreements herein to be kept, observed or performed by Franchisee. City agrees to give Franchisee reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Franchisee or its insurer to compromise and defend the same to the extent of its interests and to reasonably cooperate with the defense of any such suit or claim. The provisions of this Section shall survive the expiration or earlier termination of the term of this Agreement with respect to any acts or omissions occurring during the term of this Agreement. Nothing set forth is this Agreement shall be deemed or construed as a waiver of sovereign immunity by the

City and the City shall have and maintain at all times and for all purposes any and all rights, immunities and protections available under controlling legal precedent and as provided under Section 768.28, Florida Statutes and other applicable law.

Section 16. Performance Bond.

The Franchisee shall, without expense to the City, furnish a performance bond in a form acceptable to the City as security for the performance of this Agreement. Said performance bond will be in the amount of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00). All premiums for the performance bond shall be paid by the Franchisee. This performance bond shall be written by a surety company licensed to do business in the State of Florida and approved by the City and shall be maintained in full force and effect throughout the term of this Agreement.

Section 17. Nondiscrimination.

The Franchisee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, handicap or national origin.

Section 18. Insurance.

The Franchisee, at all times during the term of this Agreement, shall meet the following requirements:

- Maintain all insurance coverage required by this Agreement and the RFQ to which this Agreement and the award of the franchise was based on (the "**RFQ**").
- Maintain any additional coverage required by the City.
- Name the City as an additional insured on all liability policies required by this Agreement. When naming the City as an additional insured, the insurance companies shall agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments.
- Make no change or cancellation in insurance without thirty (30) days prior written notice to the City.
- File original signed Certificates of Insurance, evidencing such coverage and endorsements as required herein with the City for approval before work is started. The certificate must state the Proposal Number and Title. Upon expiration of the required insurance, the Franchisee must submit updated certificates of insurance during the term of this Agreement.

It is understood and agreed that all policies of insurance provided by the Franchisee are primary coverage to any insurance or self-insurance the City possesses that may apply to a loss resulting from the work performed under this Agreement.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure and shall be made available to the City upon request to the Franchisee. No deductibles will be allowed in any policies issued on this Agreement

unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City.

Compliance by the Franchisee with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Franchisee of its liabilities and obligations under any section or provision of this Agreement or under applicable law.

Insurance coverage required shall be in force throughout the term of this Agreement. Should the Franchisee fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term, the City shall have the right to consider this Agreement breached and declare a default by the Franchisee.

If the Franchisee does not meet the insurance requirements of this Agreement, alternate insurance coverage, satisfactory to the City, may be considered.

Section 19. <u>Default and Termination</u>.

A. In the event that:

(1) the Franchisee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement applicable to the Franchisee, and such failure shall continue for a period of more than five (5) days after delivery to the Franchisee of a written notice of such breach or default;

(2) the Franchisee's occupational or business licenses shall terminate for any reason;

(3) the Franchisee shall become insolvent, or shall take the benefit of any present or future insolvency statutes, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

(4) the Franchisee shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof;

then in any of such events, the City, in its discretion, shall have the right to: (i) seek specific performance of this Agreement, (ii) terminate this Agreement for Default, which termination shall be effective twenty-four (24) hours after written notice of such termination is given to the Franchisee, or (iii) pursue such other actions and remedies as may be permitted by law, including an action for actual damages incurred or suffered by the City. In the event the City elects to terminate this Agreement, then the City may, at its option, delay the effective date of termination for default until the first day of the month following the date on which written notice of such termination is given to the Franchisee. The City shall specify the termination date on its written notice of termination.

B. In the event that the City shall fail to keep, perform, and observe each and every promise, covenant and agreement set forth in this Agreement applicable to the City, and such failure shall continue for a period of more than thirty (30) days after delivery to the City of a written notice of such breach, then the Franchisee may, as its sole and exclusive remedy, seek specific performance of this Agreement. It is expressly agreed that the Franchisee shall not be entitled to terminate this Agreement or seek damages against the City in the event of a default by the City.

C. In the event that a dispute arises between the City and the Franchisee, or any interested party, in any way relating to this Agreement, the Franchisee shall continue to render service in full compliance with all terms and conditions of this Agreement regardless of the nature of the dispute. The Franchisee shall be liable to the City for all costs reasonably incurred in providing collection and disposal service should the Franchisee fail to provide such services.

D. Upon termination of this Agreement the Franchisee shall cooperate with the City in order to ensure an orderly transition of all commercial and multi-family solid waste accounts to such new franchisee(s) as may be designated by the City.

Section 20. Attorneys' Fees.

In the event that either party finds it necessary to commence an action against the other party to enforce any provisions of this Agreement or because of a breach by the other party of any of the terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, paralegal fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings and the right to such reasonable attorneys' fees, paralegal fees and costs shall be deemed to have accrued from the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

Section 21. Notices.

All notices and approvals which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be made or given (i) by certified mail, postage prepaid, return receipt required, (ii) by hand delivery to named individuals representing the party to be notified, or (iii) by private parcel (next day) delivery service. Notices, including notice of a change of address or phone number, shall be addressed or

transmitted to the addressees set forth below, or that a party may otherwise designate in the manner prescribed herein:

As to the City:
City of Ocoee
150 North Lakeshore Drive
Ocoee, Florida 34761
Attention: Public Works Director
Phone: (407) 905-3100 Ext. 6002

As to Franchisee:

_____
_____
_____
_____
_____

Notices and approvals given or made as aforesaid shall be deemed to have been given and received on the date of actual receipt.

Section 22. Combination of Solid Waste.

The City shall not be responsible for any contamination of loads which are collected by the Franchisee (i.e., mixing of recyclable materials, yard trash, construction and demolition debris or other materials which are required to be separated prior to disposal under applicable federal, state and local statutes, laws, ordinances, rules and regulations).

Section 23. Miscellaneous.

A. Time is of the essence with respect to all matters set forth in this Agreement.

B. The Franchisee is not, and shall not for any purpose be, the agent of the City and shall have no power or authority to bind the City in any manner whatsoever.

C. This Agreement embodies and constitutes the entire understandings of the parties with respect to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

D. It is stipulated and agreed between the parties that this Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and

any trial or other proceeding with respect to this Agreement shall take place in the State of Florida with venue in Orange County, Florida.

E. Captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

F. The City shall not be responsible for any contamination of solid waste pick-ups with recyclable materials.

G. The City has been induced by Franchisee to enter into this Agreement by submittal of that certain response to request for proposals dated _____, 20__, said response being incorporated herein by reference and made a part of this Agreement. The Franchisee warrants and represents that the information submitted in said response to request for proposals remains true and correct as of the date hereof.

H. In the event of a conflict between the provisions of this Agreement and the terms of the RFQ, the provisions of this Agreement shall apply.

I. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. This Agreement is considered a non-exclusive Agreement between the parties.

Section 24. Waiver of Jury Trial.

Franchisee hereby voluntarily and intentionally waives the right to a trial by jury in respect to any litigation arising out of, under, or in connection with this Agreement or in connection with any course of conduct, course of dealing, statements (whether verbal or written) or action of either party, whether in connection with this Agreement or otherwise unrelated thereto. This Waiver of Jury Trial shall be binding upon all successors and assigns of the parties hereto.

Section 25. Severability.

If any part, section, subsection, or other portion of this Agreement except for the provisions of Section 12 hereof is declared void, unconstitutional, or invalid for any reason, such part, section, subsection or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Agreement, and all applications thereof not having been declared void, unconstitutional or invalid shall remain in full force and effect. The City and Franchisee declare that no invalid or prescribed provision or application was an inducement at the execution of this Agreement, and that they would have executed this Agreement, regardless of the invalid or prescribed

provision or application. In the event any part, subsection or other portion of Section 12 hereof is declared void, unconstitutional, or invalid for any reason, then either party may terminate this Agreement upon at least ninety (90) days notice to the other party.

Section 26. Charter Compliance.

The franchise granted pursuant to this Agreement has been awarded following a public hearing on the proposed franchise preceded by at least thirty (30) days' notice of the hearing and the proposed action by publication once a week for four (4) consecutive weeks in a newspaper of general circulation in the City of Ocoee.

[Signature pages to follow]

IN WITNESS WHEREOF, the **CITY OF OCOEE** has caused this Agreement to be executed by its Mayor and attested by its City Clerk, and has caused its seal to be hereto affixed; and the said Franchisee has caused this Agreement to be executed in its name by _____, its _____ President, attested by _____, its _____ Secretary, and has caused the seal of said corporation to be hereunto affixed, all as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____

_____

CITY OF OCOEE:

By:_____
Rusty Johnson, Mayor

Attest:_____
Melanie Sibbitt, City Clerk

(SEAL)

Signed, sealed and delivered
in the presence of:

_____

_____

FRANCHISEE:

By:_____
_____, President

Attest:_____
_____, Secretary

(SEAL)

For use and reliance only
by the City of Ocoee, Florida.
Approved as to form and legality
This _____ day of _____, 2021.

Shuffield, Lowman & Wilson, P.A.

_____
City Attorney

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

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 14

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

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval to Renew Piggyback Toho Water Authority Contract #RFP-16-015 for Biosolids Hauling, Treatment and Disposal Services Contract with Shelley's Environmental Systems. (Procurement Manager Tolbert)

Background Summary:

The Utilities Department requires biosolids hauling and processing services for the continued operation of the City's wastewater treatment facilities. Staff recommends renewing services through the Tohopekaliga Water Authority (Toho Water) competitively solicited contract, RFP 16-015, by utilizing the Fourth Renewal Agreement.

The Fourth Renewal extends the agreement from June 1, 2026, through September 30, 2028 and increases the contract price from $41.99 per ton under the previous agreement to $100.00 per ton. The renewal documents indicate the contractor requested an increase due to rising operating costs and initially proposed a rate of $102.00 per ton, ultimately agreeing to a negotiated rate of $100.00 per ton.

Although the unit cost has increased, the Utilities Department has reviewed and approved the renewal and determined that continuing to utilize this competitively procured contract is in the City's best interest. Approval of the renewal will provide uninterrupted biosolids hauling and processing services while allowing staff time to evaluate future procurement options and monitor current market pricing.

Issue:

Should the Honorable Mayor and City Commission approve the renewal of the piggyback agreement with Tohopekaliga Water Authority (Toho Water) for biosolids hauling and processing services with Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve to piggyback Shelley’s Septic Tank, Inc. d/b/a Shelley’s Environmental Systems contract, including the Fourth Renewal Amendment to the Agreement with Tohopekaliga Water Authority for biosolids hauling, treatment, and disposal services and authorize the Mayor, City Clerk, and Staff to execute all necessary contracts documents to implement the renewal.

Attachments:

1. Utilities Approval
2. Executed Toho Renewal

3. Shelleys Contract w/ Previous Renewals

Financial Impacts:
Funding for these services is budgeted within the Utilities Department Contractual Services Fund (G/L 401-535-00-3400). The Utilities Department issues an annual purchase order in the amount of $150,000.00 for biosolids hauling and processing services, with expenditures made on an as-needed basis. Under the Fourth Renewal Agreement, services will be billed at a rate of $100.00 per ton. Although the unit cost has increased from the previous rate of $41.99 per ton, the annual purchase order amount is expected to remain sufficient to meet the Department's operational needs.

Type of Item: Consent

From: Bolling, Jen
To: Chentouf, Alexis
Cc: Hopper, Trent
Subject: Re: Toho Contract
Date: Wednesday, July 15, 2026 8:28:06 AM
Attachments: image002.png
image003.png

Approved.

We are expensing less due to increased efficiency in treatment operations at the WWTP. This should not shrink the budget due to increased rate from Shelly's.

From: Chentouf, Alexis <AKnight@ocoee.org>
Sent: Tuesday, July 14, 2026 4:10 PM
To: Bolling, Jen <JBolling@ocoee.org>
Cc: Hopper, Trent <Thopper@ocoee.org>
Subject: RE: Toho Contract

Jen,

Can you approve the request to approve the 4th renewal using the TOHO contract?

I also noticed Utilities has been expensing significantly less in the last 2 fiscal years compared to the several years prior, is this due to the septic pumping program no longer being available?

Alexis Chentouf
Purchasing Technician
1 North Bluford Ave.
Ocoee, Florida 34761
407-554-6018 x 3111

Florida has a very broad public records law (F.S. 119). As a result, any written communication created or received by City of Ocoee officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Additionally, under Florida Law email addresses are public records.

RFP-16-015-R4
FOURTH RENEWAL TO AGREEMENT

THIS FOURTH RENEWAL AGREEMENT FOR BIOSOLIDS HAULING AND PROCESSING SERVICES ("Fourth Renewal") is made and entered into between **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, with a principal address of 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 **("Toho")** and **SHELLEY'S SEPTIC TANK, INC., d/b/a SHELLY'S ENVIRONMENTAL SYSTEMS,** a Florida profit corporation, whose principal address is 6505 W. Jones Avenue, Zellwood, Florida 32798, **("Contractor")**. Toho and the Contractor may be individually referred to as a **"Party"** or collectively as the **"Parties"**.

A. **Renewal of Agreement.** The agreement numbered **RFP-16-015** (the **"Original Agreement"**) and dated July 27, 2016, which was renewed and currently expires on July 26, 2026, is hereby renewed for an additional two (2) years and three (3) months. The term of this **Fourth Renewal** shall begin on June 1, 2026, and expire on September 30, 2028.

B. **Change in Compensation.** Notwithstanding any provision to the contrary in the Original Agreement, the total compensation owed to the CONTRACTOR under the Fourth Renewal shall be based on the rate of $100.00/ton with a not to exceed amount of $12.7 million (the **"Not to Exceed Amount"**). The Not to Exceed Amount represents the maximum compensation available under this Agreement and does not guarantee any minimum amount of work or payment.

C. **Florida Vendor Eligibility Requirements.** The parties hereby agree to incorporate the Florida Vendor Eligibility Requirements attached hereto as Attachment A.

D. **Full Force and Effect; Conflicts.** Except as otherwise stated herein, the terms of the Fourth Renewal shall be the same as those of the Original Agreement, as may be previously amended, and shall hereby be in full force and effect during the term of the Fourth Renewal. In the event of a conflict between this Fourth Renewal and the Original Agreement or prior amendments, this Fourth Renewal shall prevail.

SIGNATURES ON FOLLOWING PAGE

By their duly authorized representatives, the Parties have executed this Fourth Renewal.

SHELLEY'S SEPTIC TANK, INC. d/b/a SHELLY'S ENVIRONMENTAL SYSTEMS

By: James D Shelley Jr.
Print Name: James D. Shelley Jr.
Title: President

Attest:
Print Name: Richard F. Donohue
Title: GM
Date: 4/10/24

TOHOPEKALIGA WATER AUTHORITY

By:
Print Name: Henry Thacker
Title: Board of Supervisors Chairman

Attest:
Print Name: Tom White
Title: Board of Supervisors Secretary
Date: 5/13/2026

STATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10 day of April, 2026, by James D Shelley Jr, as President of SHELLEY'S SEPTIC TANK, INC. d/b/a SHELLY'S ENVIRONMENTAL SYSTEMS, a Florida profit corporation on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

TRACEY WALLING
Notary Public
State of Florida
Comm# HH672923
Expires 5/5/2029

Signature of Notary Public
Tracey Walling
Name of Notary Typed, Printed or Stamped
My Commission Expires:
5/5/2029

Exhibit A
Shelley's Quotation

From: Rick Donohue
To: Vanessa Forde
Subject: RE: RFP-16-015 Biosolids Disposal- Extension of Agreement
Date: Wednesday, April 8, 2026 3:49:54 PM
Attachments: image001.png

Caution: This is an external email and has a suspicious subject or content. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Vanessa,

We would like to renew as well, but it can't be at the current price. We originally asked for $102/ton. We would go to $100. Is that ok with you all?

Rick Donohue
General Manager

407/889-8042

From: Vanessa Forde <vforde@tohowater.com>
Sent: Tuesday, April 7, 2026 7:24 AM
To: Rick Donohue <rdonohue@shelleysseptic.com>; Barb Shelley <bshelley@shelleysseptic.com>
Cc: Mursal Mzee <mmzee@tohowater.com>; Don Vedner <dvedner@tohowater.com>
Subject: RE: RFP-16-015 Biosolids Disposal- Extension of Agreement **Importance:** High

Good morning, Rick,

Hope all is well!

Toho is in the process of renewing the agreement. Please confirm your willingness to extend the agreement until September 30, 2028.

Regards,
Vanessa

Attachment A
Florida Vendor Eligibility Requirements

1. **E-Verification**

   This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, Contractor hereby certifies that it is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Contractor and hereby acknowledges the responsibilities and obligations of both the Contractor and Toho under Section 448.095(5), Florida Statutes, which includes without limitation the right of Toho to unilaterally and immediately terminate this Contract for Contractor's failure to comply with such provision of Florida Law and to thereafter impose upon Contractor any additional costs incurred by Toho as a result of such termination.

2. **Public Entity Crimes**

   Contractor hereby represents, warrants, and certifies that: neither Contractor, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; Contractor has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Contract to subcontract with any vendor that has been placed on any such convicted vendor list; and Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's Public Entity Crime Act, Section 287.133, Florida Statutes, and hereby affirms its compliance therewith. For the purposes of this provision, the terms "public entity crime", "convicted", and "affiliate" shall be as defined in Section 287.133, Florida Statutes.

3. **Scrutinized Companies**

   a. Contractor hereby represents, warrants, and certifies that: Contractor is not on Florida's "Scrutinized Companies that Boycott Israel List", created pursuant to Section 215.4725, Florida Statutes, nor is it engaged in a boycott of Israel; and Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's prohibition against contracting with scrutinized companies, as found in Section 287.135, Florida Statutes, and hereby affirms its compliance therewith.

   b. If the Contract Amount meets or exceeds $1,000,000, then Contractor hereby additionally represents, warrants, and certifies that Contractor is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List", created pursuant to Section 215.473, Florida Statutes, and Contractor is not engaged in business operations in Cuba or Syria.

   c. In accordance with Section 218.135, Florida Statutes, if any of the above certifications are found to have been false, if Contractor is later placed on any of the lists referenced in this Article, or if Contractor becomes engaged in business operations in Cuba or Syria or any boycott of Israel, Toho shall have the option to terminate this Contract and shall have the right to, notwithstanding anything to the contrary in this Contract, pursue all remedies available to it in equity and at law.

4. **Discriminatory Vendors**

   Contractor hereby represents, warrants, and certifies that entering into this Contract will not violate Subsection 287.134, Florida Statutes, which provides that 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.

5. **Anti-Trust Violators**

   Contractor hereby represents, warrants, and certifies that entering into this Contract will not violate Section 287.137, Florida Statutes, which provides that 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 for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new 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 new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

6. **Countries of Foreign Concern**

Contractor hereby represents, warrants, and certifies that entering into this Contract will not violate Section 287.138, Florida Statutes, which provides that Toho may not enter into a contract with an entity that gives access to an individual's personal identifying information if the entity is owned, controlled, or organized under the laws of a Foreign Country of Concern which includes: 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, the Syrian Arab Republic, or any other entity or agency under the significant control of such Foreign Country of Concern.

7. **Common Carrier**

If Contractor meets the definition of "Common Carrier" under Section 908.111, Florida Statutes, then Contractor shall execute an attestation in conformity with Section 92.525, Florida Statutes, that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida 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. Such attestation must be provided to Toho prior to commencement of this Contract. In accordance with Section 908.111, Florida Statutes, Toho may terminate this Contract for cause if Contractor is found to be in violation of this provision or its attestation.

8. **Anti-Human Trafficking**

Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the affidavit attached hereto as **Attachment B** to Toho.

ATTACHMENT B
Anti-Human Trafficking Affidavit

Instructions: "Nongovernmental Entity", defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority (**"Toho"**), must complete the following form. The terms **"Contract"** and **"Agreement"** may be used interchangeably.

Nongovernmental Entity Name	SHELLEY'S SEPTIC TANK, INC. d/b/a SHELLY'S ENVIRONMENTAL SYSTEMS
Solicitation/Contract Number(s):	RFP-16-015-R4

The undersigned, on behalf of the Nongovernmental Entity, hereby attests as follows:

A. The Nongovernmental Entity understands and affirms that Section 787.06(13), Florida Statutes, prohibits Toho from executing, renewing, or extending a contract with entities that use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

B. The Nongovernmental Entity hereby attests, under penalty of perjury, that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

C. The Nongovernmental Entity understands and affirms that if at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify Toho and no contracts may be executed, renewed, or extended with Toho.

The undersigned hereby represents that they: make the above attestation based upon personal knowledge; are over the age of 18 years and otherwise competent to make the above attestation; and are authorized to legally bind and make the above attestation on behalf of the Nongovernmental Entity.

Under penalties of perjury, the undersigned declares that they have read and understand the contents of the foregoing document and that the facts stated in it are true.

Authorized Signature: James D. Shelley Jr

Printed Name: James D. Shelley Jr.

Title: President

Date: 4/10/26

STATE OF FL
COUNTY OF Orange
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of April, 2026, by James D Shelley Jr, as President on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.

Tracey Walling
Signature of Notary Public
Tracey Walling
Name of Notary Typed, Printed or Stamped
My Commission Expires: 5/5/2029

TRACEY WALLING
Notary Public
State of Florida
Comm# HH672923
Expires 5/5/2029

RFP-16-015
THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT (the "Third Amendment") is made and entered into between **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 ("**TOHO**") and **SHELLEY`S SEPTIC TANK, INC.,** a Florida profit corporation, with a principal address of 6505 W. Jones Avenue, Zellwood, FL 32798 ("**CONTRACTOR**"), for good and valuable consideration the sufficiency of which is hereby mutually acknowledged. TOHO and CONTRACTOR may be individually referred to as a "**Party**" or collectively as the "**Parties**".

A. **Extension of Term.** The term of the agreement numbered RFP-16-015 (the **"Original Agreement"**) and dated 07/27/2016, which was initially set to expire on 07/26/2024, is hereby extended to now expire on 07/26/2026.

B. **Full Force and Effect.** This Third Amendment shall be effective upon execution by both parties. Except as otherwise stated herein or as provided for in any prior amendments, the terms and conditions of the Original Agreement shall remain in full force and effect. In the event of a conflict between this Third Amendment and the Original Agreement, this Third Amendment shall prevail. The Original Agreement, as amended by this Third Amendment, represents the full and complete understanding and agreement between the Parties.

By their duly authorized representatives, the Parties have executed this Extension.

SHELLEY`S SEPTIC TANK, INC.

By: James Richard Shelley Jr
Print Name: James Richard Shelley, Jr.
Title: President

Attest:
Print Name: Richard Donohue
Title: GM

TOHOPEKALIGA WATER AUTHORITY

By:
Print Name: Henry Thacker
Title: Board of Supervisors Chairman

Attest:
Print Name: William Land
Title: Board of Supervisors Secretary

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of March, 2024, by Richard Donohue, as GM of Shelley`s Septic Tank, Inc., a Florida profit corporation, on behalf of the corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

THERESA A. SEQUERA
MY COMMISSION # HH 377482
EXPIRES: April 2, 2027

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires:

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SECOND AMENDMENT
to
AGREEMENT
for
BIOSOLIDS HAULING and PROCESSING SERVICES
SHELLEY'S ENVIRONMENTAL SYSTEMS
(RFP-16-015)

THIS SECOND AMENDMENT TO AGREEMENT FOR BIOSOLIDS HAULING and PROCESSING SERVICES (the "Second Amendment") is made and entered between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the "AUTHORITY" or "TOHO") and Shelley's Septic Tank Inc.,, a Florida profit corporation, d/b/a Selleys's Environmental Systems whose principal address is 6505 W. Jones Avenue, Zellwood, FL 32798, (the "CONTRACTOR"). The AUTHORITY and the CONTRACTOR may individually be referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the AUTHORITY and the CONTRACTOR entered into an agreement for the provision of biosolids beneficial reuse services, as more specifically set forth in Agreement RFP-16-015 (the "Agreement"), which was approved by TOHO's Board of Supervisors on July 27, 2016; and amended on July 12, 2021; and

WHEREAS, pursuant to Section 26, entitled "Modification," the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the purpose of this Second Amendment is to amend the Agreement, as more specifically set forth herein.

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

1. **RECITALS.** The above recitals are true and correct and incorporated as a material part of this Second Amendment.

2. Section 2, entitled "Term", is hereby repealed and replaced to read as follows:

   SECTION 2. TERM

   The term of this Agreement became effective on July 12, 2021, and shall continue through July 26, 2024, unless otherwise terminated in writing, by either Party.

3. Section 6, entitled "Compensation," is hereby repealed and replaced to read as follows:

SECTION 6. COMPENSATION

A. The parties agree that the amount paid under this Agreement for the performance of acceptable biosolids beneficial reuse services, as described in the Scope of Services (Exhibit "A") shall be at the rate of $50.39 per ton, a 20% increase over the previous agreed upon amount of $40.99 per ton for the term of this Agreement, including renewals, and shall not exceed $2,500,000 annually.

B. Compensation for Services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. The AUTHORITY reserves the right, in its sole discretion, to forego use of the CONTRACTOR for any project that may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the Services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until the CONTRACTOR has appropriately addressed the problem to the satisfaction of the AUTHORITY.

4.Section 31, titled "Employment Eligibility Verification (E-Verify)", is hereby repealed and replaced to read as follows:

Section 31. Employment Eligibility Verification (E-Verify)

a.) As a condition precedent to entering into this Agreement, and in compliance with section 448.095, Florida Statutes, the CONTRACTOR and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

b.) The CONTRACTOR shall require each of its subcontractors to provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The CONTRACTOR shall maintain a copy of the subcontractor's affidavit as a part of and pursuant to the records retention requirements of this Agreement.

c.) The CONTRACTOR or any subcontractor who has a good faith belief that a person or entity with which it is contracting knowingly violated section 448.09(1), Florida Statutes, or the provisions of this section, shall terminate the contract with the person or entity.

d.) TOHO, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the CONTRACTOR otherwise complied, shall promptly notify the CONTRACTOR and the CONTRACTOR shall

7. All of the terms and conditions of the original Agreement and any subsequent Amendment, not otherwise revised or amended herein, shall remain in full force and

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Second Amendment effective this 13th day of July 2022.

SHELLEY'S SEPTIC TANK INC.

By: _____
Print Name James D Shelley Jr.
Title: President

Attest: _____
Print Name: Richard F. Donohue
Title: GM
Address: 17530 CA 450 A
Umatilla FL 32784

TOHOPEKALIGA WATER AUTHORITY

By: _____
Print Name: Hector Lizasuain
Title: Board of Supervisors, Chairman

Attest: _____
Print Name: William Land
Title: Board of Supervisors, Secretary
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 12 day of July, 2022, by James D Shelley Jr as President of Shelley's Septic Tank Inc., a Florida profit corporation, on behalf of the corporation. He/she is __ personally known to me OR __ has produced _____ as identification.

_____
Notary Public

THERESA A. SEQUERA
MY COMMISSION # GG 933711
EXPIRES: April 2, 2023
Bonded Thru Notary Public Underwriters

Printed Name or Stamp:

_____

My Commission Number: _____

My Commission Expires: _____

(Stamp)

Exhibit 'C'

Contractor Certification Regarding Scrutinized Companies
(Agreements of $1,000,000.00 or more)

CONTRACTOR Name: Shelley's Septic Tank, Inc.
CONTRACTOR FEIN: 59-2923707
CONTRACTOR's Authorized Representative Name: James D. Shelley Jr.
Title: President
Address: PO Box 249
City: Zellwood State: FL Zip: 32798
Phone Number: 407 889 8042
Email Address: rdonohue@shelleysseptic.com

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars ($1,000,000.00) or more that are on Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT "C"

As the person authorized to sign on behalf of the CONTRACTOR, I hereby certify that the company identified above in the section entitled "CONTRACTOR Name" is not listed on the Scrutinized Companies Lists. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the CONTRACTOR to termination of the Agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: James D Shelley Jr Date: 7/12/22
Authorized Signature

Print Name: James D. Shelley Jr.

Print Title: President

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this day (7/12/22) by (James D Shelley Jr) of (Shelley Septic Tank, Inc.) a corporation, on behalf of the corporation). He/she is [ ] personally known to me or [ ] has produced (_____) as identification.

Theresa A Sequera
Notary Signature

THERESA A. SEQUERA
MY COMMISSION # GG 933711
EXPIRES: April 2, 2023
Bonded Thru Notary Public Underwriters

Printed Name: _____

My Commission No.: _____

My Commission Expires: _____

RFP-16-015
THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT (the "Third Amendment") is made and entered into between **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 ("**TOHO**") and **SHELLEY`S SEPTIC TANK, INC.,** a Florida profit corporation, with a principal address of 6505 W. Jones Avenue, Zellwood, FL 32798 ("**CONTRACTOR**"), for good and valuable consideration the sufficiency of which is hereby mutually acknowledged. TOHO and CONTRACTOR may be individually referred to as a "**Party**" or collectively as the "**Parties**".

A. **Extension of Term.** The term of the agreement numbered RFP-16-015 (the **"Original Agreement"**) and dated 07/27/2016, which was initially set to expire on 07/26/2024, is hereby extended to now expire on 07/26/2026.

B. **Full Force and Effect.** This Third Amendment shall be effective upon execution by both parties. Except as otherwise stated herein or as provided for in any prior amendments, the terms and conditions of the Original Agreement shall remain in full force and effect. In the event of a conflict between this Third Amendment and the Original Agreement, this Third Amendment shall prevail. The Original Agreement, as amended by this Third Amendment, represents the full and complete understanding and agreement between the Parties.

By their duly authorized representatives, the Parties have executed this Extension.

SHELLEY`S SEPTIC TANK, INC.

By: James Richard Shelley Jr
Print Name: James Richard Shelley, Jr.
Title: President

Attest:
Print Name: Richard Donohue
Title: GM

STATE OF Florida
COUNTY OF Orange

TOHOPEKALIGA WATER AUTHORITY

By:
Print Name: Henry Thacker
Title: Board of Supervisors Chairman

Attest:
Print Name: William Land
Title: Board of Supervisors Secretary

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of March, 2024, by Richard Donohue, as GM of Shelley`s Septic Tank, Inc., a Florida profit corporation, on behalf of the corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

THERESA A. SEQUERA
MY COMMISSION # HH 377482
EXPIRES: April 2, 2027

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires:

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RFP-16-015
FIRST AMENDMENT
To
AGREEMENT
For
Biosolids Disposal and/or Beneficial Reuse Services

THIS FIRST AMENDMENT TO AGREEMENT FOR BIOSOLIDS DISPOSAL AND/OR BENEFICIAL REUSE SERVICES (the "First Amendment") is made and entered between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 ("TohoWater") and Shelley's Septic Tank, Inc., a profit corporation, d/b/a Shelley's Environmental Systems, whose principal address is 6505 W. Jones Avenue, Zellwood, Florida 32798 (the "Contractor"). TohoWater and the Contractor may be individually referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, TohoWater desires to maintain the contractual services of the Contractor to continue to provide biosolids disposal and/or beneficial reuse services, (collectively the "Services"), as more specifically described in Agreement RFP-16-015 between TohoWater and the Contractor and approved by TohoWater's Board of Supervisors ("Board") on July 27, 2016 (the "Agreement"); and

WHEREAS, pursuant to Section 25, "Modification," the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties have agreed to amend the Agreement as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained in this First Amendment, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated by reference as a material part of this First Amendment.

2. Section 1 of the Agreement, titled "Term," is hereby repealed and replaced to read as follows:

Section 1. Term and Renewal.

A. The term of this Agreement shall become effective on July 27, 2016 and continue through July 26, 2024, unless otherwise terminated by either Party.

B. The Parties may renew this Agreement for up to two additional one-year terms upon mutual written agreement of the Parties.

3. Section 5 of the Agreement, titled "Compensation," shall be repealed and replaced to read as follows:

Section 5. Compensation.

A. The Parties agree that the amount paid under this Agreement for the performance of acceptable biosolids beneficial reuse services, as described in the Scope of Services (Exhibit "A"), shall be the rate of $41.99 per ton for the term of this Agreement, including renewals, and shall not exceed $2,500,000 annually.

B. Compensation for Services by the Contractor will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by TWA. TWA reserves the right, in its sole discretion, to forego use of the Contractor for any project that may fall within the Scope of Services listed herein. In the event TWA is not satisfied with the Services provided by the Contractor, TWA will hold any amounts due to the Contractor until the Contractor has appropriately addressed the problem to TWA's satisfaction.

4. Section 6, titled "Termination," is hereby repealed and replaced to read as follows:

Section 6. Termination.

A. TWA may terminate this Agreement, without further obligation, upon thirty days written notice to the Contractor, if the Contractor breaches any material term of the Agreement.

B. TWA may terminate this Agreement for convenience by providing the Contractor with written notice one-year prior to the date of termination.

C. Notice of termination, for convenience or cause, shall be made in accordance with Section 24 of this Agreement.

5. Section 9, titled "Insurance," is hereby repealed and replaced to read as follows:

Section 9. Insurance.

A. The Contractor shall procure and maintain the following types of insurance,

with the respective limits set forth herein, and shall provide proof of the same to TWA in the form of a Certificate(s) of Insurance prior to providing any Services under this Agreement:

1. **Workers' Compensation:** The Contractor shall provide Workers' Compensation coverage for all employees at the site location and, in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all of its employees. The limits shall be in accordance with Chapters 324 and 440, Florida Statutes for Worker's Compensation and $1,000,000 for Employer's Liability.

2. **Commercial General Liability:** The Contractor shall provide for all operations including, but not limited to, the Contractual and Products Completed Operations. The limits shall not be less than $1,000,000.

3. **Comprehensive Automobile Liability:** The Contractor shall provide coverage for all owned and non-owned vehicles with limits not less than $1,000,000.

4. **Umbrella Liability:** The Contractor shall provide an umbrella policy in excess to the coverages provided for in the above paragraphs of not less than $1,000,000.

5. **Pollution Legal Liability:** The Contractor shall procure and maintain pollution legal liability insurance coverage with a limit of not less than $1,000,000 per occurrence.

B. The Contractor shall name "Tohopekaliga Water Authority" as a certificate holder and additional insured, to the extent of the Services provided hereunder, on all required insurance policies, except for Workers' Compensation policies, and provide TWA with proof of the same.

C. The Contractor, and any authorized subcontractor(s), shall provide TWA's Director of Operations, or his or her designee, with the required certificates of insurance evidencing such coverage for the term of this Agreement, including any renewals. The certificates of insurance shall be dated and include the following:

    1. The name of the insured Contractor;
    2. The specified job by name and contract number;
    3. The name of the insurer;
    4. The policy number;
    5. The effective date;
    6. The termination date; and

7. A statement that the insurer will mail notice to TWA at least thirty days prior to any material changes in the provisions or cancellation of the policy.

D. Receipt of certificates of insurance or other documentation of insurance or policies, or copies of policies, by TWA, or by any of its representatives, which indicates coverage less than the required amounts set forth herein, shall not constitute as a waiver of the Contractor's obligation to fulfill the insurance requirements set forth herein.

E. The Contractor shall ensure that any subcontractor(s) hired to perform any of the duties contained in the Scope of Services of this Agreement procure and maintain the same insurance requirements as set forth herein. In addition, the Contractor shall maintain proof of the same on file and make readily available upon request by TWA.

F. The Contractor shall provide annual updated certificates of insurance for the coverage required herein for the term of this Agreement, including renewals.

6. Exhibit B, titled "Contractor's Proposal Response to RFP-16-015," is hereby deleted in its entirety.

7. Section 11 of the Agreement, titled "Documents Constituting Entire Agreement," is hereby repealed and replaced to read as follows:

Section 11. Documents Constituting Entire Agreement.

The following Document is hereby incorporated and made part of this Agreement:

1. Exhibit "A", Scope of Services, Request for Proposal 16-015.

8. Section 15 of the Agreement, titled "Applicable Licensing," is hereby repealed and replaced to read as follows:

Section 15. Applicable Licensing.

The Contractor, at its sole expense, shall obtain and maintain all required federal, state, and local permits and licenses, occupational and otherwise, required to provide the Services contemplated under this Agreement.

9. Section 33 of the Agreement, titled "Equal Opportunity Employer," incorrectly numbered as Section 33, is hereby renumbered as Section 32.

10. Section 35 of the Agreement, titled "Project Managers," is hereby created to read as follows:

Section 35. Project Managers.

TWA and the Contractor have identified individuals listed below as Project Managers who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by TWA. If TWA or Contractor replace their current Project Manager with another individual, an amendment to this Agreement is not required. TWA will notify the Contractor, in writing, if it replaces the TWA Project Manager.

A. TWA Project Manager's contact information is as follows:

Ray Berard, Biosolids Foreman
Operations Department
Toho Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 944-5092
rberard@tohowater.com

B. The Contractor Project Manager's contact information is as follows:

Richard F. Donohue, General Manager
Shelley's Septic Tank, INc. dba Shelley's Environment Systems
6505 West Jones Avenue
Zellwood, Fl 32798
(407) 889-8042
rdonohue@shelleysseptic.com

11. Section 36 of the Agreement, titled "Counterparts, Electronic Transactions, and Electronic Signatures," is hereby created to read as follows:

SECTION 36. COUNTERPARTS, ELECTRONIC TRANSACTIONS, AND ELECTRONIC SIGNATURES.

This Agreement may be electronically executed by the Parties in counterparts up to but not exceeding the number of parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Agreement in accordance with Parts I and II of Chapter 668, Florida Statutes.

12. Section 37 of the Agreement, titled "Signatory," is hereby created to read as follows:

SECTION 37. SIGNATORY.

Each signatory below represents and warrants that he or she has full power, and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by and comply the conditions and terms of this Agreement, as stated.

13. Section 38 of the Agreement, titled "Entire Agreement," is hereby created to read as follows:

SECTION 38. ENTIRE AGREEMENT.

This Agreement, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any Party to this Agreement.

14. Section 39 of the Agreement, titled "Survivorship" is hereby created to read as follows:

SECTION 39. SURVIVORSHIP.

Those provisions, intended by their nature to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive against any Party as if it were the drafter of this Agreement.

15. The changes set forth in this First Amendment shall become effective upon execution of this First Amendment by both Parties.

16. All of the terms and conditions of the Agreement, not otherwise revised or amended in this First Amendment, shall remain in full force and effect. To the extent of any conflict between this First Amendment and the Agreement, the terms and conditions of this First Amendment shall prevail.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this First Amendment effective this 14 day of October, 2020.

SHELLEY'S SEPTIC TANK, INC.
d/b/a Shelley's Environmental Systems

By: James D. Shelley Jr.
Print Name: James D. Shelley Jr.
Title: President

Attest: Richard Donohue
Print Name: Richard Donohue
Title: GM
Address: PO Box 249
Zellwood FL 32798

TOHOPEKALIGA WATER AUTHORITY

By: Hector Lizasuain
Print Name: Hector Lizasuain
Title: Board of Supervisors Chairman

Attest: William Lane
Print Name: William Lane
Title: Board of Supervisors Secretary
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 22 day of September, 2020 by James Shelley as _____ of Shelley's Septic Tank, Inc., a Florida profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Theresa A Sequera
Notary Public Signature

THERESA A. SEQUERA
MY COMMISSION # GG 933711
EXPIRES: April 2, 2023
Bonded Thru Notary Public Underwriters

Printed Name or Stamp

Commission Number: _____

My Commission Expires: _____

(Stamp)

#13

SHELSEP-03 BEVELK

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/25/2019

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 Insurance Office of America, Inc. , 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: PHONE (A/C, No, Ext): (800) 243-6899 FAX (A/C, No): (407) 788-7933 E-MAIL ADDRESS:
INSURED Shelley's Septic Tanks, Inc. dba Shelley's Environmental Systems	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Everest Indemnity Insurance Company — 10851 INSURER B : National Interstate Insurance Company — 32620 INSURER C : GuideOne National Insurance Company — 14167 INSURER D : Travelers Property Casualty Company of America — 25674 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	EF4ML05049191	7/25/2019	7/25/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLLUTION LIABI	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CAW021004006	7/25/2019	7/25/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			56000057101	7/25/2019	7/25/2020	EACH OCCURRENCE AGGREGATE Aggregate	$ 2,000,000 $ $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D	Equipment Floater			6309L241100	10/10/2018	10/10/2019	Leased & Rented	400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Ocoee is additional insured as respects to general liability when required by written contract. Waiver of subrogation in favor of certificate holder for general liability as required under written contract.

CERTIFICATE HOLDER

CITY OF OCOEE
Utilities Department
150 N. Lakeshore Dr.
Ocoee, FL 34761

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

Date: 7/16/2019

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ ☐ Claims Made ☐ Occur ☐ ☐ General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC	**Cancelled 6/30/2019**			Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ ☐				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? If Yes, describe under special provisions below.	WC 71949	01/01/2019	01/01/2020	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 81-67-045

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. that are leased to the following "Client Company":

Shelley's Septic Tank, Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in FL.
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name:
ISSUE 04-19-12 (TD)Reissued 12/10/12 (SH) / Reissued 12/9/13 (SH) / REISSUED 03-06-14 (ND)

Begin Date: 4/1/2012

CERTIFICATE HOLDER

CITY OF OCOEE
ATTN: FINANCE / PURCHASING
150 N. LAKESHORE DRIVE
OCOEE, FL 34761

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Shelley's Environmental Systems

P. O. Box 249, Zellwood, Florida 32798-0249

Orange County **(407) 889-8042**
Fax **(407) 889-4408**

CONTRACT
HAULING AND TREATMENT OF DOMESTIC WASTEWATER RESIDUALS

This "CONTRACT" for Hauling, Treatment and Disposal of Domestic Wastewater Residuals" ("CONTRACT") is made and entered into this 20th day of June, 2017 by and between Shelley's Septic Tanks, Inc. d/b/a/ Shelley's Environmental Systems, P.O. Box 249, Zellwood, Florida 32798-0249, hereinafter referred to as "SES" and the City of Ocoee, FLA010815, thereinafter referred to as the "GENERATOR".

WHEREAS, SES is the owner and operator of a Biosolids Management Facility ("BTF"), and said BTF has been approved and is operating under Florida Department of Environmental Protection ("FDEP") permits, and

Whereas, the GENERATOR owns and operates a Wastewater Treatment Facility (WWTF), located at 1800 A.D.Mims Rd, Ocoee, FL 34761, Orange County and has a need to treat residuals generated by the GENERATOR, and

Whereas, SES and GENERATOR wish to piggy back the current Biosolids Disposal and/or Beneficial Reuse Services Contract #RFP-16-015 between SES and the Toho Water Authority. For the services provided by SES pursuant to this Contract, the City will pay SES an amount not to exceed $41.99 PER TON as further described in the Biosolids Disposal and/or Beneficial Reuse Services Contract #RFP-16-015 and under all the terms and conditions plus the special conditions stated herein, and

Whereas, SES is responsible for maintenance and operations of an BTF in compliance with 40 CFR Part 503, Chapter 62-640, F.A.C., FDEP Permit #FLA016177, and to the full extent of all rules and regulations applicable by Federal, State and local governing bodies, all of which as may be amended from time to time, and

Whereas, as a condition precedent to obtaining a valid operating permit for the BTF, FDEP requires SES to file Agricultural Use Plans whereby SES certifies that their residuals shall be applied only on sites for which an Agricultural Use Plan has been approved by the FDEP.

Now therefore, and in consideration of the mutual terms, covenants and conditions to be complied with on the part of the respective parties hereto, it is agreed as follows:

Shelley's Environmental Systems

P. O. Box 249, Zellwood, Florida 32798-0249

Orange County **(407) 889-8042**
Fax **(407) 889-4408**

1. SES will be a hauler of the GENERATOR for the duration of the agreement.
2. By and through the SES Permit, SES has a total capacity of 1.572 million gallons and 1,050 wet tons available for residuals treatment.
3. Nothing in this CONTRACT shall supersede or take precedence over the obligations and responsibilities of each party to operate and maintain their facilities in compliance with all applicable rules and regulations.

4. The GENERATOR hereby covenants and agrees:
   A. To pay a fee for transportation, treatment and disposal of Biosolids.
   B. That residuals will meet all chemical criteria as stated in 40 CFR part 503, 62-640, F.A.C., and any other applicable rules and regulations of federal, state or local governing bodies.
   C. To make application (including payment of associated fees) to the FDEP for any modifications to GENERATOR's permit, that may be required with the initiation of this CONTRACT.
   D. To save and hold harmless SES from any actions and/or penalties associated with the conditions and requirements of the GENERATOR's permit or other Federal, State and local rules and regulations, except to the extent that such responsibilities are undertaken by SES as specifically stated under this CONTRACT.
   E. Provide SES with a certified manifest of the residuals being delivered.

Furthermore, the GENERATOR warrants that the residuals delivered to SES shall not contain hazardous, toxic, industrial or radioactive waste or any other prohibited substances except as permitted by applicable rules and regulation of the FDEP.

5. SES hereby covenants and agrees:
   A. To maintain, monitor and operate their residuals application sites in accordance with 40 CFR Part 503, 62-640, F.A.C. and any other applicable federal, state and local laws, permits or regulations.
   B. To maintain and operate their BTF in accordance with 40 CFR Part 503, 62-640, F.A.C. and any other applicable federal, state and local laws, permits or regulations.
   C. To accept all responsibility and save and hold harmless GENERATOR from any actions and/or penalties for the proper transportation, treatment and/or land application of the residuals as required by 40 CFR Part 503, 62-640, F.A.C. and any other applicable federal, state and local laws, permits or regulations, and for other actions of SES pursuant to this contract.

Shelley's Environmental Systems

P. O. Box 249, Zellwood, Florida 32798-0249

Orange County **(407) 889-8042**
Fax **(407) 889-4408**

D. To provide for the hauling of the residuals from the GENERATOR to the BTF for acceptance, treatment and disposal as required by all Federal, State and local laws. This includes the clean up of any spills or accidents as a result of the transporting of the residuals. SES shall save and hold harmless GENERATOR for all liability arising under these activities.

E. To maintain a record of the total quantity of residuals land applied, to file with the FDEP a summary as required by the licensing permit issued to SES and to provide the necessary Agricultural Use Plan as required by FDEP under Chapter 62-640, F.A.C.

6. SES currently and will during the term of the CONTRACT have the availability of capacity to handle the agreed upon amount of residuals transported as described herein.

7. In the event it should become necessary for either party to retain the services of an attorney to enforce any provision of this CONTRACT, both parties agree that the cost of any legal proceedings and reasonable attorney's fees, including any attorney fees and costs incurred as a result of any proceedings shall be paid by the party that does not prevail, or if comparative fault is found, then pursuant to the determination of the court.

For Shelley's Environmental Systems

James D. Shelley - President

James D. Shelley – President

For the City of Ocoee

"see attached signature page"

Name

Title

"see attached signature page"

Name

Title

CC: FDEP – Central District

Contract
Hauling and Treatment of Domestic Wastewater Residuals
Shelley's Environmental Systems
Signature Page

CITY OF OCOEE

By: _____
Rusty Johnson, Mayor

ATTEST:
_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED BY THE CITY OF OCOEE
COMMISSION IN A MEETING HELD ON
June 20, 2017
UNDER AGENDA ITEM NO. 10.

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this 26th day of
July, 2017.

SHUFFIELD, LOWMAN & WILSON, P.A.

By: _____
City Attorney

13

while construction was underway. Staff proposes that this "North Expansion" alternative be adopted as a more realistic option for the existing location as a compromise between maximizing the facility's capacity and minimizing its impact on Lakefront Park. The design work also includes revisions to the existing lighting control and audiovisual systems to address issues with the structure, in addition to accommodating the new space.

Approved on Consent. Motion carried 5-0.

9. **Approval of Change Order No. 1 for the Downtown & Western Sanitary Transmission Project (North of Silver Star Phase). (Utilities Director Smith)**

The Downtown & Western Sanitary Transmission Project (North of Silver Star Phase) shall provide critical improvements needed to support the implementation of the City's new downtown and is consistent with the Downtown Master Plan. The project's construction also provides the opportunity to correct deficiencies in public infrastructure; and staff is recommending a roadway repair and drainage improvement. To correct the roadway deficiencies, the Public Works and Utilities Departments collaborated to propose corrections to existing pavement and pavement grading, the removal of the encroaching sidewalk, and also the addition of drainage improvements to the area. Drainage will be accomplished by the addition of curb and gutter on the north and west side of the pavement, as well as by the installation of four (4) inlets plus outfall piping to direct flows to the Lee Street ditch. The new pavement will be graded to slope to the curb. Pedestrians using the existing sidewalk will be redirected from the Rewis/Lakewood intersection to the sidewalks on Lee Street and Lyman Street. At the northeast end of the downtown sanitary project, the forcemain had to be routed out under pavement to avoid other utilities in the south parkway (grassy area) of the Wurst Road right-of-way. As a result, the pavement for one lane of traffic will have to be totally reconstructed. Following the sewer project, Public Works has scheduled the milling and resurfacing of Wurst Road, including the same area where pavement shall be reconstructed. To maximize resources, the reconstructed pavement will be resurfaced by Public Works and the resurfacing to be completed as a part of the Utilities project will be used as an "offset" to the Rewis Street and Lakewood Avenue Change Order improvements. Due to the magnitude and continuous nature of the work ou Rewis Street and Lakewood Avenue, the contractor was able to lower the total rehabilitation cost to $25 per square yard, a savings of $17 per square yard.

Approved on Consent. Motion carried 5-0.

10. **Approval for Utilities Department to "Piggyback" Tohopekaliga Water Authority's Sludge Disposal Service Agreement RFP-16-015 with Shelley's Environmental Systems. (Utilities Director Smith)**

The City of Ocoee's wastewater treatment facility generates bio-solids (sludge) as a byproduct of the wastewater treatment process; and utilizes Shelley's Environmental Systems, Incorporated (Shelley's) located in Zellwood, Florida, to dispose of said sludge per Florida Department of Environmental Protection (FDEP) requirements. The City has been using the extended conditions (piggybacking) of Shelley's contract with the City of Daytona at a cost of $44.97 per ton (contract expired on May 21, 2017). Shelley's has been selected by the City of Daytona again with a new contract amount of $47.85 per ton. Shelley's also has a current contract with Tohopekaliga Water Authority, Sludge Disposal Service RFP-16-015, and has agreed to extend the conditions of that contract to the City with a hauling and disposal cost of $41.99 per ton. The contract commenced July 27, 2016 and will remain in effect until July 26, 2021.

Approved on Consent. Motion carried 5-0.

ocoee
florida

AGENDA ITEM COVER SHEET

Meeting Date: June 20, 2017

Item # 10

		Reviewed By:	
Contact Name:	Charles K. Smith, P.E.	Department Director:	Charles K. Smith
Contact Number:	407-905-3159	City Manager:	Robert Frank

Subject: Approval for Utilities Department to "Piggyback" Tohopekaliga Water Authority's Sludge Disposal Service Agreement RFP-16-015 with Shelley's Environmental Systems

Background Summary:
The City of Ocoee's wastewater treatment facility generates bio-solids (sludge) as a byproduct of the wastewater treatment process; and utilizes Shelley's Environmental Systems, Incorporated (Shelley's) located in Zellwood, Florida, to dispose of said sludge per Florida Department of Environmental Protection (FDEP) requirements. The City has been using the extended conditions (piggybacking) of Shelley's contract with the City of Daytona at a cost of $44.97 per ton (contract expired on May 21, 2017). Shelley's has been selected by the City of Daytona again with a new contract amount of $47.85 per ton.
Shelley's also has a current contract with Tohopekaliga Water Authority, Sludge Disposal Service RFP-16-015, and has agreed to extend the conditions of that contract to the City with a hauling and disposal cost of $41.99 per ton. The contract commenced July 27, 2016 and will remain in effect until July 26, 2021.

Issue:
Should the Mayor and City Commission authorize the City Manager to accept Shelley's Environmental Systems' extended conditions (piggybacking) for the hauling and disposal of sludge from their contract with Tohopekaliga Water Authority?

Recommendations:
Motion for Mayor and Commission to authorize the City Manager to accept and utilize the extended conditions of Shelley's Environmental Systems' contract with Tohopekaliga Water Authority (Sludge Disposal Service RFP-16-015) for hauling and disposal of sludge through July 26, 2021.

Attachments:
Attachment #1 – TOHO RFP
Attachment #2 – Shelley's TOHO Agreement 2016
Attachment #3 – Shelley's Pricing

Financial Impact:
The Utilities Department anticipates the generation of 3,050 wet tons of sludge, with a previous estimated annual expense of $137,158.50. This approval will lower the annual cost to $128,069.50 for an annual savings of $9,089.00.

Type of Item: *(please mark with an "x")*

_____ Public Hearing
_____ Ordinance First Reading
_____ Ordinance Second Reading
_____ Resolution
X Commission Approval
_____ Discussion & Direction

For Clerk's Dept Use:
X Consent Agenda
_____ Public Hearing
_____ Regular Agenda

_____ Original Document/Contract Attached for Execution by City Clerk
_____ Original Document/Contract Held by Department for Execution

Reviewed by City Attorney _____ ____ N/A
Reviewed by Finance Dept. RD ____ N/A
Reviewed by () _____ ____ N/A

SECTION 3
PROPOSAL FEE FORM

Please indicate if this is your firm's base proposal or alternate.

[x] Base Proposal Fee Form and Title: Biosolids Disposal and Beneficial Reuse Services

[ ] Alternative Proposal Fee Form and Title: _____

Have you supplied all the Submittal Requirements outlined below?

[x] (1) Original and (5) copies of proposal package plus proposal on a CD-ROM or flash drive

[x] Any addenda pertaining to this solicitation

[x] Drug Free Certification (optional)

[x] List of possible subcontractors

[x] Certificate(s) of Insurance (evidencing coverage as required)

[x] Copy of proper licenses or credentials including your local business tax receipt

ITEM	SERVICE	UNIT PRICE PER TON	ESTIMATED TONNAGE	TOTAL EXTENDED PRICE
1	Wet tons of aerated sludge at 14 to 16% (The flat rate must be all inclusive of equipment, processing, disposal, etc.)	$41.99	35,000	$1,469,650.00
2	Dewatering Boxes (The flat rate must be all inclusive of equipment, processing, disposal, etc.)	$52.30	2,650	$138,595.00
GRAND TOTAL PRICE				$1,608,245.00

If the percent of solids increases to 20-22%, what will be your unit price per wet ton? $38.27

Failure to submit this form will disqualify your response.

All prices quoted by Proposer shall be honored for a period of 90 days or until award is made.

[■] We do not take exception to the Scope of Work

[ ] We take exception to the Scope of Work as follows:

_____

_____

TWA reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of TWA.

The Undersigned Agrees:

A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
B. To enter into and execute a Contract if awarded on the basis of this Bid.
C. To accomplish the work in accordance with the Bid documents and Specifications.

Company: Shelley's Environmental Systems

Address: PO Box 249

City: Zellwood State: Florida Zip: 32798

Print Name: James D. Shelley, Jr. Title: President

Telephone: 407/889-8042 Fax: 407/889-4408 Email: rdonohue@shelleysseptic.com

Federal Tax ID 59-2923707

Signature: James D. Shelley Jr. President Date: June 2, 2016

END OF SECTION 3

Tolbert, Joyce

From: Tolbert, Joyce
Sent: Tuesday, May 23, 2017 10:22 AM
To: King, Tom
Cc: Smith, Charles
Subject: Shelleys Contract - Email #2
Attachments: RFP-16-015, Biosolids and or Beneficial Reuse Services 004042016.pdf; Complete Addendum #1, RFP-16-015 FINAL.pdf; RFQu-16-015, Biosolids Disposal and or Beneficial Reuse Services.pdf; Addendum #1, RFQu-16-015.docx.pdf; Addendum #2, RFQu-16-015.pdf; Felicia Holmes.vcf

RFP and RFQ attached with addendums, see also email #1. Below is Toho's authorization to piggyback.

From: Felicia Holmes [mailto:fholmes@tohowater.com]
Sent: Friday, May 19, 2017 9:45 AM
To: Tolbert, Joyce
Subject: RE: RFP #16-015 Biosolids Disposal - Shelley's Environmental

Hi Joyce,

Toho Water Authority authorizes the City of Ocoee to piggyback this agreement.

Felicia Holmes
Toho Water Authority
Procurement Services Manager

(407) 944-5131 Work
fholmes@tohowater.com
1628 S. John Young Parkway
Kissimmee, Florida 34741
www.tohowater.com

From: Tolbert, Joyce [mailto:jtolbert@ci.ocoee.fl.us]
Sent: Thursday, May 11, 2017 4:19 PM
To: Felicia Holmes
Subject: RFP #16-015 Biosolids Disposal - Shelley's Environmental

Felicia,

The City of Ocoee is interested in piggybacking TWA's contract with Shelley's Environmental, see attached. We are requesting your approval to piggyback, if this language is not already in the RFP. Could we also get a copy of the RFP, if one was issued, as it appears only Shelley's response to the RFP is attached?

Thank you in advance,

Joyce Tolbert, CPPB
Purchasing Agent

OCOEE
Florida
Finance Department

RFP-16-015
AGREEMENT

THIS AGREEMENT is made and entered between Tohopekaliga Water Authority, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741, hereinafter referred to as the "Authority" or "TWA," and Shelley's Septic Tank, Inc., d/b/a Shelley's Environmental Systems, 6505 W. Jones Avenue, Zellwood, Florida 32798 hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, TWA has competitively solicited for Biosolids Disposal and/or Beneficial Reuse Services; and

WHEREAS, the Contractor has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on the Request for Proposals;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall become effective on July 27, 2016 and continue through July 26, 2021. The contract may be renewed upon mutual agreement of the parties subject to written notice.

SECTION 2. SCOPE OF SERVICES.

The Contractor shall provide all labor, materials, equipment, and accessories necessary to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the Contractor shall include, but not be limited to, the following:

A. It is understood that the Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by TWA, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, TWA,

or any property owned by TWA. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The Contractor will ensure that all of its employees, agents, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for TWA in accordance herewith.

C. The Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

D. The Contractor shall maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The Contractor is not permitted to subcontract the services requested by TWA and shall be fully responsible for all work performed.

E. The Contractor shall use appropriate tools and/or equipment which are in good repair and proper working order, so as to enable the Contractor to complete the services required hereby.

F. The Contractor shall not use a supervisor or material supplier against whom TWA has reasonable objection.

G. During the term of this Agreement and forever hereafter, the Contractor will not divulge, furnish, or make available to any third person, firm or organization, without TWA's prior written consent, or unless incident to the proper performance of its obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the Contractor pursuant to this Agreement. In addition, the Contractor shall ensure that all of its employees fully comply with the provisions of this section.

H. Upon termination, for any reason, the Contractor shall promptly deliver to TWA all documents, papers, drawings, models, or any other materials to which TWA has exclusive rights.

SECTION 4. STANDARD OF CARE.

A. The Contractor has represented to TWA that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice

required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with TWA's stated scope of services and industry standards.

B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

A. The amount to be paid under this Agreement for acceptable performance biosolids beneficial reuse services described in Exhibit "A" shall not exceed Two and a Half Million Dollars annually ($2,500,000).

B. Compensation for services completed by the Contractor will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by TWA. In its sole discretion, TWA reserves the right to forego use of the Contractor for any project which may fall within the Scope of Services listed herein. In the event TWA is not satisfied with the services provided by the Contractor, TWA will hold any amounts due until such time as the Contractor has appropriately addressed the problem.

SECTION 6. TERMINATION.

TWA may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to Contractor prior to the effective date of such cancellation.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by TWA, and not due to the fault of the Contractor, TWA shall compensate the Contractor for all authorized services performed prior to the effective date of termination.

C. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, TWA shall compensate the Contractor for all authorized services completed, prior to the effective date of termination, which

have resulted in a usable product or otherwise tangible benefit to TWA. All such payments shall be subject to an off-set for any damages incurred by TWA resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to TWA in the event of breach by the Contractor.

SECTION 8. PAYMENT WHEN SERVICES ARE SUSPENDED.

TWA reserves the right to suspend any services authorized under this Agreement. In such an event, TWA shall compensate the Contractor for all services performed prior to the effective date of any suspension.

SECTION 9. INSURANCE.

A. The Contractor shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to TWA, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. **Worker's Compensation:** The Contractor shall provide Worker's Compensation coverage for all employees at the site location and in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and $1,000,000.00 for Employer's Liability.
2. **Comprehensive General Liability:** The Contractor shall provide for all operations including, but not limited to Contractual, Products, and Completed Operations. The limits shall not be less than $1,000,000.00.
3. **Comprehensive Automobile Liability:** The Contractor shall provide coverage for all owned and non-owned vehicles for limits not less than $1,000,000.00.
4. **Umbrella Liability:** The CONTRACTOR shall provide an umbrella policy in excess to the coverage's provided for in the above paragraphs of not less than $1,000,000.00.
5. **Pollution Liability:** The CONTRACTOR shall provide an umbrella policy in excess to the coverage's provided for in the above paragraphs of not less than $1,000,000.00.

B. The Contractor shall name "Toho Water Authority" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide TWA with proof of same.

C. The Contractor, and any authorized sub-contractor(s), shall provide TWA's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor;

2. The specified job by name and job number;
3. The name of the insurer;
4. The number of the policy;
5. The effective date;
6. The termination date; and
7. A statement that the insurer will mail notice to TWA at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by TWA, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

E. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by TWA.

SECTION 10. TWA's OBLIGATIONS.

At the Contractor's request, TWA agrees to provide, at no cost, all pertinent information known to be available to TWA to assist the Contractor in providing and performing the required services.

SECTION 11. DOCUMENTS CONSTITUTING ENTIRE AGREEMENT.

The following documents are hereby incorporated and made part of this Agreement:

1. Exhibit "A", Scope of Services, Request for Proposal 16-015
2. Exhibit "B", Contractor's Proposal Response to RFP-16-015

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 13. PUBLIC RECORDS COMPLIANCE.

A. **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 Agreement, contact the custodian of public records at the**

following:

Records Retention
951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 944-5032
thunter@tohowater.com

B. The Contractor understands that by virtue of this Agreement all of its documents, records, materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If the Contractor will act on behalf of TWA, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of Section 287.058(1)©, Florida Statutes, and any other applicable legal and equitable remedies shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by TWA in order to perform the service; and
2. Upon request from TWA's custodian of public records, provide TWA with a copy of the requested records or allow the records to be copied within a reasonable time at a cost that does not exceed the cost provided by Florida law; and
3. 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 records to TWA; and
4. Meet all requirements for retaining public records and transfer, at no cost, to TWA all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to TWA in a format that is compatible with the information technology systems of TWA; and
5. If the Contractor does not comply with a public records request, TWA shall enforce the contract provisions in accordance with the Agreement.

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor, its employees, sub-contractor, representatives, volunteers, and the like, will be an independent contractor and not an employee of TWA for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement

System benefits. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully providing the services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

The Contractor agrees to be liable for any and all damages, losses, and expenses incurred, by TWA, caused by the acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The Contractor agrees to indemnify, defend and hold TWA harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 18. SOVEREIGN IMMUNITY.

TWA expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of TWA for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against TWA which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the Contractor shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, TWA may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the Contractor upon the express written consent of TWA.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to TWA and the Contractor. All notices required and/or made pursuant to this Agreement to be given to TWA and the Contractor shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

AUTHORITY:

Toho Water Authority
Attention: Procurement Services
1628 S. John Young Parkway
Kissimmee, Florida 34741

CONTRACTOR:

Shelley's Septic Tank, Inc.
P.O. Box 249
Zellwood, Florida 32798

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE PROVISIONS.

In the event TWA issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for TWA's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or

violation of this Paragraph, TWA shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or Contractor in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 31. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 33. EQUAL OPPORTUNITY EMPLOYER.

The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business

hours by an authorized representative of TWA, and shall be retained by the Contractor for a period of three years after termination or completion of the Agreement, or until the full TWA audit is complete, whichever comes first. TWA shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. TWA also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of TWA. TWA has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 34. SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE.

This Agreement may be terminated by TWA, without penalty to TWA, i) in the event the Contractor is placed on the scrutinized companies list enumerated in Section 287-135, Florida Statutes, or ii) if TWA determines the Contractor falsely certified to TWA that the Contractor is not a scrutinized company. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

[THIS SPACE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the 27th day of July, 2016.

SHELLEY'S Sseptic TANK, INC. d/b/a SHELLEY'S ENVIRONMENTAL SYSTEMS
By: James D. Shelley Jr
Print Name: James D. Shelley Jr
Title: President

Attest Signature:
Attest Print Name: Richard F. Dowgwe
Address: 17530 CR 450A
Montverde FL 32784

TOHOPEKALIGA WATER AUTHORITY
By:
Print Name: Bruce R. VanMeter
Title: Board of Supervisors Chairperson

Attest Signature:
Attest Print Name:
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was executed before me this 22nd day of July, 2016, by James D. Shelley Sr. as President of Shelley's Septic Tank, Inc., d/b/a Shelley's Environmental Systems, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of Florida

(Stamp)

MELISSA SPURLOCK
Notary Public - State of Florida
My Comm. Expires Jul 25, 2017
Commission # FF 039784
Bonded Through National Notary Assn.

LETTER OF TRANSMITTAL

Submitted to:

Toho Water Authority
Procurement Services
1628 S. John Young Parkway
Kissimmee, FL 34741

TOHO CONTACT INFORMATION
Contact Person: Felicia Holmes, CPPO, CPPB
Procurement Services Manager
Email: fholmes@tohowater.com
Phone: 407 944-5181
Fax: 407 931-4308

Submitted by:

Shelley's Environmental Systems
P.O. Box 249/6505 W. Jones Ave.
Zellwood, FL 32798

SHELLEY'S CONTACT INFORMATION
Contact Person: James D. Shelley, Jr.
President
Email: rdonohue@shelleysseptic.com
Phone: 407 889-8042
Fax: 407 889-4408

Dear Mrs. Holmes,

Shelley's Septic Tank, Inc., d.b.a. Shelley's Environmental Systems, herein referred to as Shelley's, is honored to submit this detailed response to the Toho Water Authority's (TWA) Request for Proposal #RFP-16-015, Biosolids Disposal and/or Beneficial Reuse Services.

Shelley's has addressed all the areas of concern in the RFP and believes we can continue to provide the Toho Water Authority with outstanding customer service in meeting their biosolids management needs and keeping costs at a manageable level.

Please feel free to contact me with any questions you may have with this submittal.

TOHO WATER AUTHORITY

SOLICITATION NO: RFP-16-015

TITLE: BIOSOLIDS DISPOSAL AND BENEFICIAL REUSE

OPENING DATE: JUNE 2, 2016, 3 PM

SUBMITTED BY:
SHELLEY'S ENVIRONMENTAL
SYTEMS
PO BOX 249
ZELLWOOD, FL 32798
407/889-8042
JAMES D. SHELLEY, JR. – PRESIDENT

TABLE OF CONTENTS

NOTICE OF SHORT LIST 1

BACKGROUND 2

SHELLEY'S/ ANUVIA QUICK FACTS 3

BIOSOLIDS DISPOSAL AND BENEFICIAL REUSE APPROACH AND LEVEL OF TREATMENT 4

PROJECT APPROACH 4

ANUVIA PRODUCT MARKETING AND SALES STRATEGY 5

THE TREATMENT PROCESSES 6

RELIABILITY 9

PROOF OF OWNERSHIP 10

REGULATORY ISSUES 10

PROCESS FAILURES, DEFICIENCIES AND BREAKDOWNS 10

VEHICULAR ACCIDENTS INVOLVING SLUDGE HAULING 11

SUB CONTRACTORS 11

YEARS OF SERVICE 11

SHELLEY'S ENVIRONMENTAL SYSTEMS - STAFF QUALIFICATIONS 12

ANUVIA PLANT NUTRIENTS - STAFF QUALIFICATIONS 14

FINANCIAL STABILITY 15

REQUIRED DOCUMENTS 16

ATTACHMENT B- DRUG FREE WORKPLACE FORM 16

CERTIFICATES OF INSURANCE 16

ADENDUM #1 16

LOCAL BUSINESS TAX RECEIPT 16

APPENDICES

NOTICE OF INTENT

Date: December 17, 2015

To: All Prospective Offerors

Subject: RFQu-16-015, Biosolids Disposal and/or Beneficial Reuse Services

The evaluation committee has completed its review and evaluation of the submittals received for the above referenced solicitation. The Procurement Services Department hereby provides notification that the following firms (listed alphabetically) have been shortlisted to participate in the next phase of the selection process.

1. **Denali Water Solutions**
2. **GreenEdge Green Technologies, LLC**
3. **Merrell Bros., Inc.**
4. **Nuterra Management**
5. **Shelley's Environmental Systems**
6. **Synagro**

During the next phase, Toho Water Authority will release a Request for Proposals (RFP). The six shortlisted firms will be eligible to submit a proposal in response to the RFP. It's anticipated that the RFP will be released the first quarter of 2016.

Thank you for your interest in doing business with Toho Water Authority. We look forward to receiving your submittals in the future.

Sincerely,

Felicia Holmes

Felicia Holmes
Procurement Services Manager

cc: Project File

Toho Water Authority
Bringing You Life's Most Precious Resource

Procurement Services
1628 S. John Young Parkway · Kissimmee FL 34741
407·944·5180 · Fax 407·931·4308 · www.tohowater.com

BACKGROUND

Shelley's Septic Tank, Inc., dba Shelley's Environmental Systems is a Florida based Sub-S Corporation located at 6505 West Jones Avenue, Zellwood, FL 32798 and has been in operation since 1984. Shelley's is privately owned and operated by James and Barbara Shelley. Shelley's Biosolids Treatment Facility (BTF) has been permitted through the State of Florida Department of Environmental Protection (FDEP), permit ID# FLA016177 since 1995 (See Appendix A). Prior to 1995, Shelley's owned and operated a liquid septage treatment plant permitted and regulated through the Florida Department of Health (FDOH), since 1987.

Shelley's BTF has a treatment capacity for production of Class AA dewatered biosolids of 150 Dry Tons per Day (DTPD) or 750 Wet Tons per Day (WTPD) and will be able to treat all of the TWA's dewatered biosolids. Shelley's BTF treatment process is compliant with both the USEPA Chapter 40CFR503 and Florida Administrative Code 62-640 regulatory requirements.

Shelley's has registered their Class AA stabilized biosolids as a fertilizer through the Florida Department of Agriculture and Consumer Services (FDACS) since 2011, license # F001871 (See Appendix B) as a beneficial reuse product from stabilized biosolids.

In 2011, Shelley's formed a strategic partnership with Anuvia Plant Nutrients (Anuvia), a Florida based Corporation located at 6751 West Jones Avenue, Zellwood, FL 32798, and directly adjacent to Shelley's. Shelley's is currently in their first year of a 20 year exclusive supply agreement with Anuvia where Shelley's is the designated sole provider of 230 Wet Tons per day (WTPD), 364 days per year to Anuvia.

Anuvia produces a Class AA exceptional quality (EQ) specialty fertilizer line (See Appendix B) using Shelley's dewatered biosolids as their precursor. Anuvia is focused on a new, innovative and patented way of manufacturing an enhanced efficiency fertilizer (EEF) for the turf and agricultural industries. In today's ever-growing world, sustainability is the key. Anuvia addresses the three pillars of sustainability -- social, environmental and economic -- simultaneously by providing an avenue for organic materials to be used in a resource-efficient and environmentally friendly manner.

This partnership between Shelleys and Anuvia affords the TWA with two Class AA processes to treat the TWA's biosolids. A 100% redundancy gives the TWA a comfort level that their biosolids will continually be removed and beneficially re-used for the life of the contract.

Shelley's, proposes to assist the TWA with the hauling and disposal of their biosolids by providing semi trucks, dump trailers and roll-off trucks for transporting biosolids from the TWA facilities back to Zellwood, FL for treatment and beneficial reuse. The biosolids will be stabilized to Class AA treatment for distribution and marketing.

Shelley's can enter into a contract today and provide all the services described in this proposal immediately.

Shelley's/Anuvia Quick Facts

1. Biosolids Disposal and Beneficial Reuse Approach

- Both Anuvia's BTF and Shelley's BTF's are online and receiving biosolids today and this project could start immediately.
- The TWA's biosolids will be transported to Anuvia's BTF by Shelley's. If Anuvia is unable to accept the biosolids, they will be treated at Shelley's BTF.
- Anuvia is fully permitted and operational (Permit Number FLA762504-001 shown in Appendix C) by the FDEP as a Domestic Residuals Processing Facility.
- The TWA's biosolids will be processed at the Anuvia Zellwood Fertilizer Manufacturing facility located on 6751 West Jones Avenue.
- The Anuvia fertilizer will be an enhanced efficiency, dry granular high-nitrogen product.
- The TWA's biosolids will be processed to a green, sustainable fertilizer product.
- The Anuvia fertilizer will be marketed in two brands, Greentrx (16-1-2-17-3-16; N-P-K-S-Fe-Organics on a percent dry weight basis) for the turf, sports turf and specialty markets or Symtrx (16-8-0-16-0-16) for the specialty and row-crop markets.
- The TWA's biosolids will be converted to the Anuvia product which meets all USEPA and FDEP regulatory standards for an Exceptional Quality, Class AA product.
- The Anuvia fertilizer has no objectionable odors.
- Anuvia will market 100% of its manufactured fertilizer.

2. Reliability

- Shelley's is currently Toho's provider of service and has been since April 2014.
- Anuvia has signed a 20 year biosolids supply agreement with the Shelley's.
- Between Anuvia and Shelley's facilities, there is a daily operating capacity of 980 wet tons of biosolids.
- This project will involve no direct capital cost to the TWA.
- This project will require no additional staffing for the TWA or changes to their current Biosolids Management Plan.
- There are no current or pending regulatory issues that will impact this project.
- The TWA will not need to revise any of their current operating permits to have their biosolids delivered to the Anuvia Facility as long as they have a current agreement with Shelley's BTF for treatment per the FEDP – Central District (see Appendix D).

BIOSOLIDS DISPOSAL AND BENEFICIAL REUSE APPROACH AND LEVEL OF TREATMENT

PROJECT APPROACH

Shelley's staff will coordinate with the TWA staff to set the required number of dump trailers at each of TWA's plants. Shelley's will establish driver teams to handle each of the facilities to create a sense of ownership amongst the drivers. Once either the trailers or the Flo-Trend dewatering boxes are full, TWA staff will contact Shelley's Dispatcher to let Shelley's know of the need to haul. Shelley's Dispatcher will communicate with the Shelley's drivers to haul the loads. The loads will be brought back to Zellwood, FL for Class AA treatment. Daily communications for the TWA will be through Shelley's, only.

Shelley's and Anuvia will work together to coordinate the delivery of the TWA's dewatered biosolids to the Anuvia Plant. Anuvia intends to utilize its proprietary Ammonia Mix (AM) process to produce a high-value, enhanced efficiency (slow-release) fertilizer which meets or exceeds all U.S. Environmental Protection Agency Class A and Florida Class AA and Exceptional Quality (EQ) requirements. The Anuvia AM technology creates a very sustainable product.

Anuvia will process the TWA's biosolids at the Anuvia facility constructed in Zellwood, FL. This facility will provide sufficient capacity to process all of the TWA's biosolids. This manufacturing plant is capable of processing approximately 230 wet tons (37 dry tons) per day of dewatered biosolids. A photograph of the Anuvia Zellwood plant taken on April 10, 2016 is shown below.



The photo above shows the biosolids receiving area with the ramp to the live bottom bin inside the biosolids receiving building which feeds the 400 ton biosolids storage bin (silo)

immediately behind the biosolids receiving building. The green granulation building dominates the center of the photo with the product warehouse just to its right. To the left is the multi-component air process scrubbing system described below. The tanks for liquid inputs can be seen in the upper left center.

As per this document, biosolids transportation will be performed by Shelley's. In addition, Shelley's will serve Anuvia as the backup facility for biosolids processing (Class AA) at Shelley's permitted site in Zellwood, FL whenever scheduled or unscheduled down time occurs.

A photo of over 800 tons of finished Anuvia granular fertilizer waiting shipment in the warehouse is shown below:



Anuvia will take all responsibility for the distribution and marketing of the Anuvia fertilizer product.

ANUVIA PRODUCT MARKETING AND SALES STRATEGY

The US market consumed approximately 61 million tons of fertilizer material last year and this market is projected to grow to feed an increasing US and world population. The Anuvia fertilizer will be sold into a large and growing commercial fertilizer market directly to fertilizer distributors.

The Anuvia product is basically a dual-release fertilizer with approximately two-thirds of its nutrient released over the first two weeks after application and the other half over the next 8-12 weeks. The Anuvia fertilizer provides these slow-release nutrient qualities similarly to more expensive synthetic slow-release fertilizers.

Anuvia fertilizer will focus on the slow-release marketplace especially by concentrating on the specialty market as Anuvia has a wholesale base of distributors who supply higher-end value

customers such as landscapers, golf courses and vegetable farmers.

Due to the restrictions being placed on nitrogen and phosphorus released into the ground water, the slow-release fertilizer market will continue to grow. Growers are seeking products like Anuvia's to control the movement of nitrogen through the soil and produce enhanced yields from these type products.

A key attribute of Anuvia fertilizer is the product hardness. Wholesalers and customers demand this, as a hard product allows for handling and shipping without degradation of the material, and ease of spreading via conventional means.

The high value Anuvia fertilizer is applied in the field in pounds per acre, not tons per acre as with most biosolids related land application programs. Anuvia will ship its fertilizer in bulk by rail car and truck.

THE TREATMENT PROCESSES

Shelley's BTF permit capacity is currently 750 WTPD. Shelley's BTF Class A stabilization is accomplished for Pathogen and Vector Attraction Reduction as follows:

- Pathogen Reduction: (USEPA 40 CFR 503.32(a)(3) *Equation Alternative 1: Thermally Treated Sewage Sludge:* with % solids >7%.)
- Vector Attraction Reduction (V.A.R.): USEPA 40 CFR 503.33 (b)(6) *Alkaline Addition*

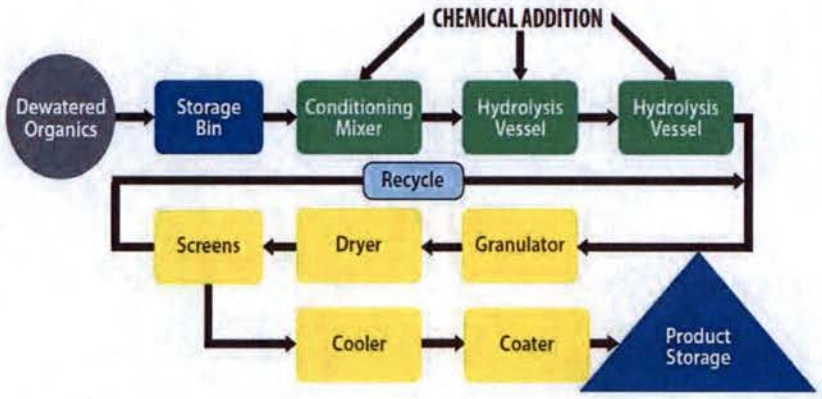
Shelley's treatment process utilizes high calcium quick lime, Calcium Oxide, CaO, to raise temperatures for meeting Class A pathogen reduction requirement. Shelley's stabilized Class A biosolids monthly average concentrations for metals has been historically below pollutant limits required by EPA 40 CFR 503.13 Table 3, thus qualifying the product to be registered as Class AA. Shelley's BTF has registered the Class AA through Florida Department of Agriculture and Consumer Services, FDACS. The registered fertilizer is then distributed and marketed to sod ranchers, citrus growers and fertilizer companies for beneficial reuse.

The Anuvia Technology. The Anuvia AM process converts biosolids into a safe, pathogen-free USEPA Exceptional Quality fertilizer product that meets Class A pathogen levels, metal levels and vector attraction rules, and Florida Class AA fertilizer regulations. The resultant slow-release dry granular fertilizer fits directly into the regional and national agricultural marketplace.

The first step in the Anuvia AM process involves receiving the biosolids at the Anuvia manufacturing plant via transportation by the Shelley's. Anuvia has designed its plants to ensure that the potential for off-site odors from biosolids delivery is eliminated. The processing equipment is maintained under negative pressure with the facility and all process air is directly treated through the multi-staged Anuvia process air/odor control system.

The Anuvia AM Process is a sophisticated production of organic ammonium sulfate fertilizer utilizing municipal biosolids, concentrated acids, and anhydrous ammonia. The dewatered biosolids are conveyed directly to storage bin (silo) in the Anuvia plant. From storage, the

biosolids enter the conditioning step and process steps as depicted below.



The above diagram illustrates the primary components and sequence of the Anuvia AM process. The conditioning process involves a mechanical mixing in coordination with the addition of an iron compound. The conditioned biosolids are then pumped into the first of two pressurized vessels to react with concentrated sulfuric acid and/or phosphoric acid before being passed to the second vessel for treatment with anhydrous ammonia.

The photo below shows the key two pressure vessels that control the Anuvia Ammonium Mix (AM) process. The first (left vessel) receives the conditioned biosolids and 93% sulfuric acid. The six-minute reaction inside this first vessel results in a pH less than pH 0.1 and a temperature over 200F. The process in the first vessel sterilizes any microorganisms present, breaks down macromolecules in the organic fraction and liquefies the dewatered organics. The biosolids are liquefied in this vessel. The acidified liquid then flows to the second vessel for a six-minute reaction with anhydrous ammonia.



The process in the second vessel builds up the fertilizer mix by creating an organic matrix which links the inorganic nutrient ions, such as ammonium ion, with the amphoteric organics. This organic matrix is the mechanism by which the nutrients become slow-release. The remainder of the manufacturing process is accomplished using state-of-the-art fertilizer granulation equipment. The resultant product following screening, cooling and coating is a dry, hard granular fertilizer.

The odor control designed by CDM Smith is multi-stage with process air passing through bag houses, a venturi scrubber, ammonia recovery tower, odor control chemical scrubbers, and a bio-filter. The odor control system meets all local and state emission requirements.

A detailed sample of our monthly Discharge Monitoring Report along with a sample Volume by Generator Report is provided in Appendix E.

RELIABILITY

As stated earlier, between Shelley's BTF and Anuvia' BTF, the combined daily capacity is 980 wet tons of Class AA high quality biosolids. The relationship between Shelley's and Anuvia provides the TWA with two Class AA processes to treat the TWA's biosolids. A 100% redundancy gives the TWA a comfort level that their biosolids will continually be removed and beneficially re-used for the life of the contract.

Chart below compares Shelleys's actual daily wet tons intake in past 16 months with the current capacity.

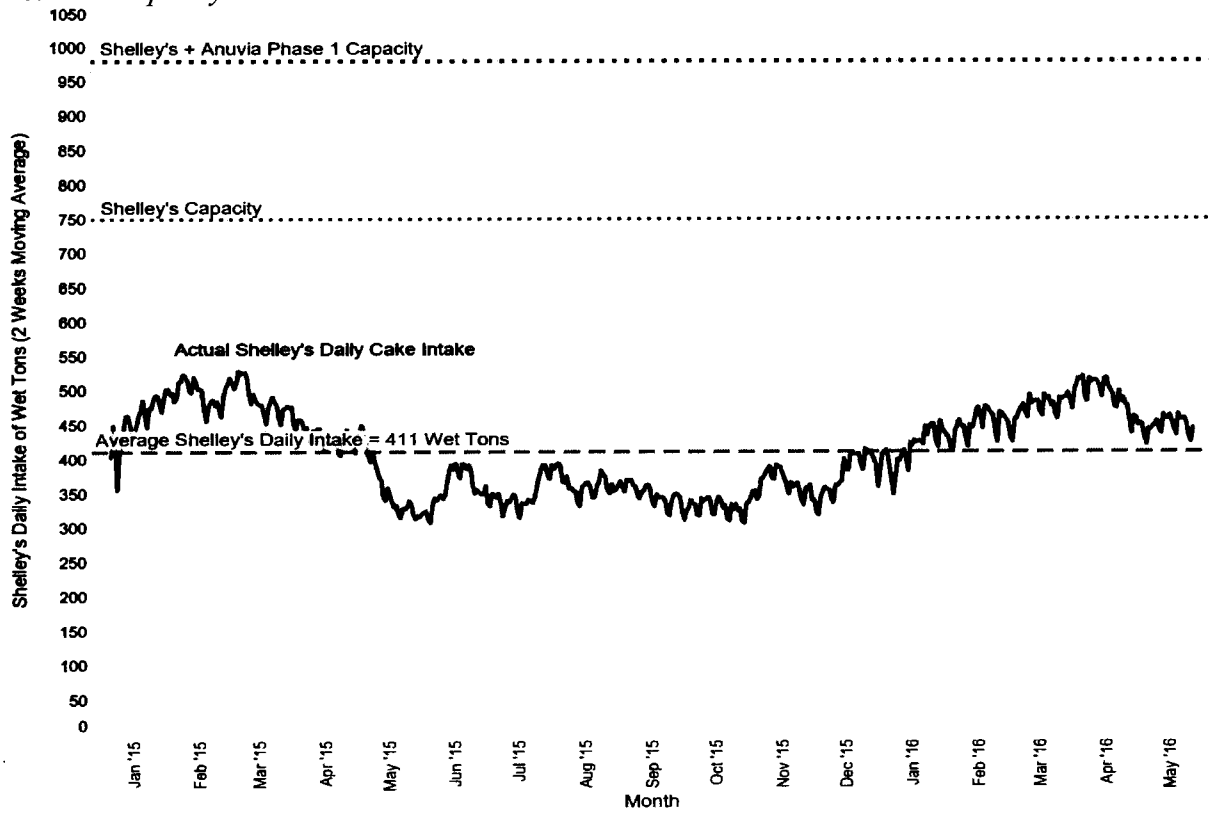
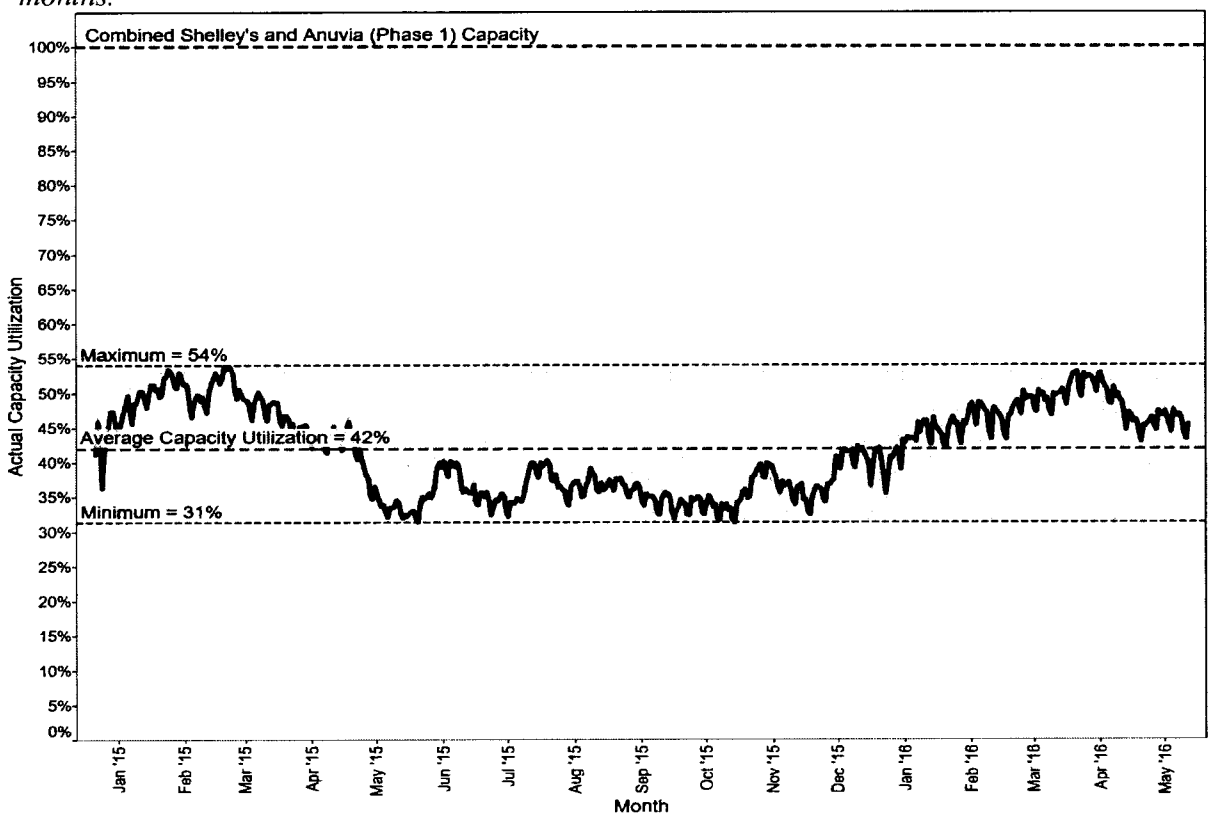


Chart bellow shows the combined Shelley's and Anuvia's capacity utilization in last 16 months.



PROOF OF OWNERSHIP

Please see Appendix A for a copy of Shelley's BTF Operating Permit and Appendix C for a copy of Anuvia's BTF Operating Permit. The treatment agreement between Shelley's and Anuvia is located in Appendix F. As stated earlier, the contractual agreement for Shelley's to provide biosolids to Anuvia is a 20 year term.

REGULATORY ISSUES

As with all biosolids facilities, Shelley's has experienced some regulatory issues. It should be stated that Shelley's has always worked with the Regulatory Agency to correct and improve on these issues. Evidence of this is the re-issuance of Shelley's Operating Permit. For a list of these items, please see Appendix G.

PROCESS FAILURES, DEFICIENCIES AND BREAKDOWNS

Shelley's main area of concern with all of its accounts was the reliability of being able to dispose

of the final product. Under the current FDEP regulations, material couldn't be land applied unless there was a two (2) foot water table buffer. Operating in Florida, where rain events occur daily during the summer months, Shelley's would, from time to time, experience days or weeks when it couldn't meet this requirement. If there were problems getting the treated product out of the building, then this lead to having problems bringing in more product for treatment from its customer(s).

Shelley's addressed this issue by changing the method of treatment to produce a Class AA material and then going one step further to classify the material as a registered fertilizer through FDACS. By doing this, Shelley's is no longer regulated by FDEP rules regarding disposal methods, rather that of FDACS, which is far less stringent and affords Shelley's a higher level of continuity of service.

Shelley's also addressed the issue of continuity of service by partnering with Anuvia Plant Nutrients. Under this partnership, Shelley's added an additional 230 wet tons of capacity per day; that is just with Anuvia's first plant. The future plans for Anuvia is to open two additional plants on the same site creating an additional capacity of 460 wet tons per day.

Shelley's, as with all waste water facilities, has had a constant battle with odor complaints. To remedy this Shelleys worked with the FDEP to partially enclose its cake treatment building, installed an odor control misting system, and mixes its treated Class AA material into wood chips for odor abatement and moisture reduction. Also, by supplying Anuvia with approximately ½ of its daily flow of dewatered biosolids, odor complaints have almost completely diminished.

Shelley's has had no contracts terminated in the past five (5) years due to any circumstances other than contract expiration or non-renewal.

VEHICULAR ACCIDENTS INVOLVING SLUDGE HAULING

Please see the Loss Run Report provided by our insurance company in Appendix H. It should be noted that the majority of the involved drivers were released of driving responsibilities for Shelley's as corrective measures dictated.

SUB CONTRACTORS

Shelley's uses no Sub-Contractors to perform its normal day to day operations.

YEARS OF SERVICE

Shelley's has been operating under the State of Florida Department of Environmental Protection (FDEP), permit ID# FLA016177 as a Biosolids Treatment Facility since 1995.

SHELLEY'S ENVIRONMENTAL SYSTEMS - STAFF QUALIFICATIONS

James D. Shelley, Jr. is our President and CEO. James started Shelley's Septic Tank, Inc. in 1984 along with his wife, **Barbara Shelley,** who is the Vice President. James and Barbara have both been active in the day to day operations of Shelley's as well as long term, strategic planning. Both James and Barbara have worked to get and stay ahead of any environmental regulations that may have an impact on the business as well as the company's ability to provide a high level of customer service to our customers.

Contact Information:
James D. Shelley, President
407/466-8311
No email account

Barbara E. Shelley, Vice President
407/341-1517
bshelley@shelleysseptic.com

Richard Donohue is our General Manager and has been involved in the wastewater industry since 2000. His background includes strategically growing smaller companies into larger, more profitable companies through implementation of standard operating processes and procedures. Richard currently acts as the Salesperson for Shelley's as well as the head liaison with all the regulatory agencies. Richard has an in-depth knowledge in all aspects of your project's needs.

Contact Information:
407/948-3651
rdonohue@shelleysseptic.com

Jay Andrews is Shelley's Dispatcher and has been working with Shelley's since 2001. Jay receives all calls and emails from our customers requesting pickups and schedules the driver's to their pickups. Jay also deals directly with most plant operators, so he plays a big part in providing customer service. Jay will be in daily contact with Anuvia Plant Nutrients to schedule loads into their facility based capacity. Jay has an in-depth knowledge in all aspects of your project's needs.

Contact Information:
352/551-8643
jay@shelleysseptic.com

James Fisher is Shelley's Environmental Engineer. James has been involved in the Biosolids Industry since 1989. James collects all the data generated from daily operations and reports this to regulatory agencies such as FDEP, EPA and FDACS. James is responsible for maintaining compliance with all permitting requirements.

Contact Information:
321/231-5174
jfisher@shelleysseptic.com

Eddie Smith is Shelley's Facility Operations Manager. Eddie has been involved in the Biosolids Industry since 2005. Eddie oversees the day to day operations of AA the Biosolids Stabilization Plant. He collects the daily data from the plant and submits this data to the Environmental Manager for filing of DEP Reports. He is responsible for Safety Review, progress reports, scheduling repairs and shift coverage. Eddie communicates daily with the Dispatcher as to the needs and status of outgoing loads. Eddie holds Class A Wastewater and Drinking Licenses issued by the FDEP.

Contact Information:
352/254-0278
eddie@shelleysseptic.com

Brion Benzenbauer is Shelley's Fleet Manager. Brion has been involved in the Biosolids Industry since 2005. Brion is responsible for the maintenance of Shelley's fleet. Brion does triage on all post trip reports and assigns the work to the mechanics team. Brion is responsible for the implementation of Shelley's preventative maintenance program as well as compliance with all FDOT regulations regarding the fleet.

Contact Information:
407/466-9051
No email account

ANUVIA PLANT NUTRIENTS - STAFF QUALIFICATIONS

Anuvia Management and Staff. Anuvia has assembled a very experienced, expert management team to both operate its Zellwood manufacturing plant and market its sustainable fertilizer product.

With this proposal to the TWA, the important interface between Anuvia and Shelley's resides with Anuvia's President, Amy Yoder, Anuvia's Vice President of Project Development, Dana Taylor and Anuvia's Vice President of Engineering, James Carr. All parties are fully aware of the importance of this contract with the regard to the supply of biosolids by Shelley's to Anuvia.

EXPERIENCE

Amy Yoder has been the CEO of Anuvia since April, 2015. Previously in her career, she has been the CEO of a major agricultural company for a period of five (5) years. Amy's role in this partnership is the responsibility for all contractual agreements between Shelley's and Anuvia and working with Dana Taylor to ensure that adequate organics (biosolids) are available on a continuous basis to Anuvia's manufacturing plant, located on the property adjacent to Shelley's facility on Jones Avenue, Zellwood, FL.

Dana Taylor has over 35 years in the biosolids industry. Dana owned his own hauling, dewatering and treatment company of municipal biosolids. Dana assists in contract development to ensure the organic supply to Anuvia.

James Carr has over 35 years of experience in operations, management, and compliance mainly in the mining and fertilizer industries. Jim will handle the day to day communications and coordination between Shelley's and Anuvia. He is one of the founders of the company and helped develop the patents that Anuvia operates under.

FINANCIAL STABILITY

Shelley's has been in the Biosolids Management Industry since 1995. The company is privately owned 50% each by James D. Shelley, Jr., President and Barbara E. Shelley, Vice President. Neither Shelley's Environmental Systems nor the Shelley's personally have reorganized or filed for bankruptcy protection. Shelley's has included for your review, a copy of our 2015 interim financial statements as the 2015 review is not completed as of this date. A copy of the reviewed financial statements for 2014 is also provided for your review. In 2013, Shelley's didn't prepare reviewed statements, so a copy of the financial statements prepared by our CPA are included for your review. This information is located in Appendix I.

Anuvia Plant Nutrients is financed primarily by TPG Alternative and Renewable Technologies (ART). In addition to TPG ART, equity investors include strategic investors Agro-Iron, whose business include the production of iron micronutrients; and Shrieve Chemical, a supplier of industrial chemicals, active in the fertilizer industry. Other investors include Florida-based agricultural companies and individual investors. With over $74 billion of assets under management, TPG has offices in San Francisco, Fort Worth, Austin, Dallas, Houston, New York, Beijing, Hong Kong, London, Luxembourg, Melbourne, Moscow, Mumbai, Sao Paulo, Shanghai, Singapore and Tokyo. For more information please visit www.tpgart.com. Anuvia™ Plant Nutrients, headquartered in Zellwood, FL, is a company focused on a new, innovative and patented way of manufacturing an enhanced efficiency fertilizer (EEF) for the turf and agricultural industries.

REQUIRED DOCUMENTS

ATTACHMENT B- DRUG FREE WORKPLACE FORM

Please see Appendix J.

CERTIFICATES OF INSURANCE

Please see Appendix K.

ADENDUM #1

Please see Appendix L.

LOCAL BUSINESS TAX RECEIPT

Please see Appendix M.

APPENDIX A – SHELLEY'S OPERATING PERMIT

Florida Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

NOTICE OF PERMIT

In the Matter of an
Application for Permit by:
Shelley's Septic Tank, Inc.
PO Box 249
Zellwood, Florida 32798-249
bshelley@shelleysseptic.com

Orange County - DW
Shelley's Septic Tanks BTF
Wastewater Permit Application
DEP File No.: FLA016177-044-DW1S

ATTENTION James David Shelley Jr.
President

Enclosed is Permit Number FLA016177-044 to operate a domestic wastewater biosolids treatment facility (BTF) issued under Section(s) 403.087 and 403.0885 of the Florida Statutes.

Any party to this order (permit) has the right to seek judicial review of the permit under section 120.68 of the Florida Statutes, by the filing of a Notice of Appeal under rule 9.110 of the Florida Rules of Appellate Procedure, with the Clerk of the Department of Environmental Protection, Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this notice is filed with the Clerk of the Department.

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Jeff Prather
Central District, Director
3319 Maguire Boulevard, Suite 232
Orlando, FL 32803-3767

Filed, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Mandakini Patel — March 29, 2016
Clerk — Date

JP/ccf/dj/cs

Enclosures: Permit, DMRs and Statement of Basis

Copies furnished to:
Julian Coto, P.E. (Julian@Excelengineers.com)
Orange County EPD (chris.schroettinger@ocfl.net / alexis.clark@ocfl.net)
David Smicherko, DEP (david.smicherko@dep.state.fl.us)
Nathan Hess, DEP (Nathan.hess@dep.state.fl.us)
Dennise Judy, DEP (dennise.judy@dep.statefl.us)
Shabbir Rizvi, DEP (shabbir.rizvi@dep.state.fl.us)
Maurice Barker, DEP (maurice.barker@dep.state.fl.us)

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT and all copies were mailed before close of business on March 29, 2016 to the listed persons, by Mandakini Patel.

Florida Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

STATE OF FLORIDA
DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:
Shelley's Septic Tank, Inc

RESPONSIBLE OFFICIAL:
James David Shelley Jr., President
PO Box 249
Zellwood, Florida 32798-0249
(407) 889-8042

FACILITY:
Shelley's Septic Tanks BTF
6505 W Jones Ave
Zellwood, FL 32798
Orange County
Latitude: 28°43' 51.31" N Longitude: 81°37' 4.79" W

PERMIT NUMBER: FLA016177
FILE NUMBER: FLA016177-044-DW1S
EFFECTIVE DATE: **March 29, 2016**
EXPIRATION DATE: **March 28, 2017**

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows and in accordance with the limitations, monitoring requirements, and other conditions set forth in this permit.

BIOSOLIDS TREATMENT:

The Biosolids Treatment Facility (BTF) is permitted to receive and treat the following incoming materials: septage, portable toilet and food service waste, domestic wastewater biosolids, and "other solids" from a domestic wastewater treatment facility. The treatment plant consists of two Class B stabilization trains, a Class A stabilization train, and a dewatering system. Final products generated and shipped from the site for reuse include: Class B biosolids, Class A biosolids, cured Class AA biosolids as a registered fertilizer. The dewatering filtrate and dewatered solids are disposed of off-site or blended back into the Class B stabilization train as described below. The dewatered biosolids may also be transferred to a permitted BTF for treatment.

Description of Processes:

Receiving Area: Incoming material is received on site through a weigh station. All incoming material is weighed, identified, and sent for processing. An Odor Control System is in place at the receiving area, to be operated in accordance with Condition II.2. of this permit.

Dewatering System (RMP-D1): Dewatering is not a treatment process. The dewatering system is used to increase the solids content of liquid biosolids, septage, and food service wastes. The by-products of the system are dewatering filtrate and dewatered solids, which may be further stabilized or shipped off-site as a waste. The resulting filtrate is hauled to an approved wastewater treatment facility or stabilized in the Class B liquid biosolids treatment train, RMP-B2. Solids may be transferred to a Class I solid waste landfill or stabilized in the Class B liquid biosolids treatment train, RMP-B2.

Class B Liquid Biosolids Treatment Train (RMP-B2): This train has a permitted capacity of 940,100 GPD (**78.34 dry tons per day**) and consists of 25 treatment tanks with a combined volume of 1,258,060 gallons, labeled RB-6 through RB-30. The Class B liquid biosolids treatment train has an unloading bay with a metal canopy and 1,050 gallon receiving pit, fitted with a metal bar screen. Class B pathogen reduction is achieved using Alternative 2, Process to Significantly Reduce Pathogens (PSRP); Process 5, Lime Stabilization.

Class B Dewatered (Cake) Biosolids Treatment Train (RMP-B3): This train has a permitted capacity of 74.8 dry tons/day. The Class B cake biosolids treatment train consists of an unloading/loading slab, a 30-ton lime storage tower directly connected to the Cemen Tec mixer, located within a 30-foot by 30-foot concrete bay with a 20-foot high metal canopy. Class B pathogen reduction is achieved using Alternative 2, Process to Significantly Reduce Pathogens (PSRP); Process 5, Lime Stabilization.

Class A Thermally Treated Treatment Train (RMP-A1): Incoming cake, or the treated Class B biosolids from RMP-B2 or RMP-B3, may be sent to RMP-A1 for further treatment into Class A or AA biosolids. RMP-A1 has capacity of **150 dry tons/day**; this pasteurization treatment train consists of individual lime-mixing and curing bins defined by concrete block walls within a pre-engineered steel building. This pasteurization train will stabilize the material using Alternative 1, section 503.32(a)(3) (Thermally Treated Sewage Sludge). Pathogen reduction is achieved by maintaining a minimum temperature for a minimum time as described in this permit. A current Fertilizer License is maintained, and displayed at the facility, in order to distribute and market the final Class AA biosolids as a fertilizer.

Vector Attraction Reduction (VAR):

The permittee provides vector attraction reduction for all biosolids from any of the treatment trains described above (RMP-B2, RMP-B3, and RMP-A1) by meeting the vector attraction reduction requirements in Section 503.33(b)(6) (Add alkaline materials to raise the pH under specified conditions) of Title 40 CFR Part 503.

STABILIZED BIOSOLIDS STORAGE AND USE:

On-Site Storage:

Class AA Biosolids: The on-site storage area is for the curing of Class AA biosolids by blending with wood chips as described below, prior to Distribution and Marketing.

Class B or A: Class B or A biosolids may not be stored in the on-site storage area used for curing Class AA biosolids, and will remain in the processing tanks until transported to a permitted land application site.

In-coming material may be held in one of the four tanks specified for this use.

On-Site Curing of Class AA Biosolids:

After treatment through train RMP-A1, the Class AA biosolids may be kept on site for curing by mixing up to three parts wood chips to one part Class AA biosolids (up to 2,000 cubic yards per day). This step is to reduce moisture content by approximately 50% and to reduce the odor of the fertilizer product; it is not part of the treatment or stabilization of the biosolids. Blending of the Class AA biosolids with the wood chips will occur on the BTF site and may be stored in accordance with the approved Biosolids Storage Plan, and the conditions of this permit.

Use and Disposal:

All Class AA biosolids will proceed through the curing process. Cured Class AA biosolids use will be through land application, distribution and marketing, or as landfill cover, in accordance with Rule 62-640.850, F.A.C.

Stabilized Class A or B Biosolids may be land applied on agricultural lands, or disposed of in accordance with the specific conditions of this permit.

I. PERMIT DURATION, TIME EXTENSION, AND RENEWAL

1. **Permit Duration and Extension of Expiration Date**: This permit is issued for a one-year duration, with possible extensions for a total of 5 years from the date of initial issuance. Thirty (30) days prior to the expiration date of this permit, the permittee shall provide, in writing, a request to extend the date for up to five years from the initial date of issuance. A processing fee shall not be required; however, substantial compliance with all permit conditions shall be a requirement for extension of the expiration date. *[62-620.335]*

2. **Permit Renewal**: The permittee is not authorized to operate after the expiration date of this permit, unless:
   a. A request for extension is made and approved, in accordance with Permit Condition I.1.
   b. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or
   c. The permittee has submitted a complete application for renewal of this permit before the permit expiration date.
   d. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C.

   [62-600.735(1)] and [62-620.335(1) - (4)]

II. OPERATION AND MAINTENANCE REQUIREMENTS

1. **Standard Operating Procedures (SOPs):** The facility shall follow the approved SOPs, dated June 2015, as part the application package that have been incorporated into the facility's O&M Manual and referenced in the conditions of this permit. **Any proposed revisions to the final SOPs shall be approved by the Department prior to implementing the change.** *[62-640.880(i)]*

2. **Odor Control**: The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. For fertilizer which has been Distributed and Marketed, the recipient of the product shall be responsible for proper handling and storage to minimize odors. In order to minimize the potential for off-site odors, the facility shall follow the approved Odor Remediation SOP, and incorporated into the O&M Manual, which includes the following provision:
   a. **The DEP shall be notified within an hour if there are any odors present, with a detailed message noting the date and time of the odor, relevant weather conditions, and the cause of the odor on the approved reporting form, OCF-1.**
   b. The Department shall be notified at least 24 hours **in advance** of any scheduled operations that are expected to cause excessive odors. Planning for such operations shall include notification to the Department of the pending operations, with a review of the weather forecast (to avoid windy days). On the day of the operations, the permittee shall monitor wind conditions and minimize odors in every way possible.
   c. After hours load receipt: Incoming material received after normal operating hours shall be allowed if the following criteria are met:
      i. Shall not cause exceedance of the facility capacity
      ii. Shall not cause odors
      iii. The Department is notified of after-hours receipt of material
      iv. The amount of material does not exceed the capacity of the designated receiving area.

      [62-640.400(6)]

3. **Staffing Requirements:** During the period of operation authorized by this permit, the wastewater facility shall be operated under the supervision of an operator, or operators, certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-640, F.A.C., this facility is a Type I facility and, at a minimum, operators with appropriate certification must be on the site as follows:

   Class B Stabilization: A Class A operator 2 hours per day five days per week.

   Class A Stabilization: A Class A operator eight (8) hours per day, five (5) days per week (on call 24 hours/day).

Trained personnel, under the supervision of a certified operator, shall be on site whenever the facility is receiving or processing domestic septage, food service wastes, liquid domestic wastewater biosolids, dewatered biosolids, and any other wastes.

Additional on-site personnel shall include a competent experienced full time Supervisor for testing and records management.

All employees shall be trained per the approved Training SOP, Section 10 of the Operation and Maintenance (O&M) Manual.

[62-620.630(3)] [62-640.880(2)(i)]

4. **Hours of Operations:** The facility shall only accept in-coming material during normal business hours (6am-6pm, Monday-Saturday; 6am-12 pm on Sunday) unless arrangements have been made to have trained staff, as described in the **Staffing Requirements** condition above, on-site to receive and process the in-coming material. Processing of incoming material shall be accomplished in such a way as to minimize odors, include the weighing, dumping into a tank or stabilization train, and addition of lime for the control of odors. *[62-620.310(9)(c)]*

5. **Responsibility for Treatment:** The permittee shall be responsible for proper treatment, management, and disposition of biosolids accepted from source facilities. *[62-640.880(1)(a)]*

6. **Storage Requirements:** Storage of biosolids at this facility shall be in accordance with the approved Facility Biosolids Storage Plan, received and approved in January 2016. *[62-640.300(4)]*

7. **Spillage:** Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. *[62-640.400(9)]*

8. **Reloading**: Once a load has been accepted at the site by weighing at the weight station, the load must be processed at the BTF. Reloading of a truck, prior to going through dewatering or a treatment train, for hauling to a different facility is not permitted. *[62-640.880(1)(a)]*

9. **BTF Closure Requirements:** After receiving the last incoming shipment of material, the facility shall:
   (1) Post closure signage at the entrance of the facility and notify the Department,
   (2) Within 30-days, process all on-site material,
   (3) Within 90 days, Remove all Class A and Class B stabilized biosolids.
   (4) Within 365 days, Remove all final product on site including Class AA and fertilizer.
   (5) Within 395 days, the permittee shall notify the Department in writing of the closure of the BTF and the requested date of a closure inspection. Once all material is removed from the site, the Department shall conduct a closure inspection.
   (6) Upon written request, these time frames may be adjusted to accommodate unforeseen issues.
   [62-620.610(15), 62-640.880(2)(k)]

10. **Implementing Corrective Actions:** In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. *[62-600.410(8) and 62-640.400(6)]*

III. RECORD KEEPING REQUIREMENTS

1. **On-site Records**: The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
   a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least five years from the date the sample or measurement was taken;

b. Copies of all reports required by the permit for at least three years from the date the report was prepared;

c. Records of all data, including reports and documents, used to complete the application for the permit for at least five years from the date the application was filed;

d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least five years from the date of sampling or measurement;

e. A copy of the current permit;

f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;

g. A copy of any required record drawings;

h. Copies of the licenses of the current certified operators;

i. Copies of the logs and schedules showing plant operations and equipment maintenance for five years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed;

j. **Discharge Monitoring Reports (DMRs)** for treatment and monitoring, and hauling records for at least five years.

k. **Biosolids Quantity DMRs:** The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, or landfilled. These records shall be kept for a minimum of five years.

l. Treatment facility permittees shall retain the **Biosolids Application Site Annual Summaries**, received in accordance with Rule 62-640.650(5)(e), F.A.C., indefinitely.

[62-620.350, 62-602.650, 62-640.650(4), 62-620.610(18,) and 62-640.210]

2. **Incoming Material Hauling Records**: The permittee shall keep hauling records to track the transport of biosolids from source facilities to the BTF. The hauling records shall contain the following information:

Source Facility
1. Date and time shipped
2. Amount of biosolids shipped
3. Degree of treatment (if applicable)
4. Name and ID Number of treatment facility
5. Signature of responsible party at source facility
6. Signature of hauler and name of hauling firm

Biosolids Treatment Facility or Treatment Facility
1. Date and time received
2. Amount of biosolids received
3. Name and ID number of source facility
4. Signature of hauler
5. Signature of responsible party at treatment facility

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility.

[62-640.880(4)]

IV. PATHOGEN REDUCTION AND VECTOR ATTRACTION REDUCTION REQUIREMENTS

1. **Treatment Location:** Treatment of liquid biosolids or septage for the purpose of meeting the pathogen reduction or vector attraction reduction requirements set forth in Rule 62-640.600, F.A.C., shall not be conducted in the tank of a hauling vehicle. Treatment of biosolids or septage for the purpose of meeting pathogen reduction or vector attraction reduction requirements shall take place at the site of the permitted facility. *[62-640.400(7)]*

2. **Class B Pathogen Reduction:** The permittee shall achieve Class B pathogen reduction by meeting the pathogen reduction requirements in section 503.32(b)(3) (Use of PSRP (Processes to Significantly Reduce Pathogens)-Lime Stabilization) of Title 40 CFR Part 503 – raise the pH of the biosolids to 12 for 2 hours. Time and pH shall be routinely monitored to demonstrate compliance with the pathogen reduction requirements specified in Rule 62-640.600, F.A.C. *[62-640.600(1)(b)]*

3. **Class A/AA Pathogen Reduction:** The permittee shall achieve Class A/AA pathogen reduction by meeting the pathogen reduction requirements in Alternative 1, Section 503.32(a)(3) (Thermally Treated Sewage Sludge) of Title 40 CFR Part 503, Regime A. This method allows for lower pathogen reduction temperatures with a longer stabilization time than Pasteurization, as shown in the table below. Time and temperature shall be routinely monitored to demonstrate compliance with pathogen reduction requirements specified in Rule 62-640.600, F.A.C. Temperature testing of a batch shall be done at a minimum of every 30 minutes. If the temperature drops between 30 minute increments, the stabilization time must be increased to the corresponding lower temperature, per the table below.

Calculation for Regime A: residuals with solids >7.0%

$$D = \frac{131{,}700{,}000}{10^{0.1400*T}}$$

D=time in days,

T=temperature in degrees Celsius

Temp (C)	Temp (F)	Time (hrs.)
70	158.0	0.5
69	156.2	0.69
68	154.4	0.95
67	152.6	1.32
66	150.8	1.82
65	149.0	2.51
64	147.2	3.47
63	145.4	4.78
62	143.6	6.60
61	141.8	9.12
60	140.0	12.58

[62-640.600(1)(a), 62-640.650(3)(a)2]

4. **Vector Attraction Reduction (VAR)**: Vector Attraction Reduction, for all treatment trains, is achieved by meeting the requirements of Section 503.33(b)(6) (Add alkaline materials to raise the pH under specified conditions) of Title 40 CFR Part 503 - lime stabilization at a pH of 12 minimum for 2 hours followed by a minimum pH of 11.5 for 22 hours. For lime stabilized biosolids, the initial 2 hours are provided during the Pathogen Reduction process. Time and pH shall be routinely monitored to demonstrate compliance with vector attraction reduction requirements specified in Rule 62-640.600, F.A.C. *[62-640.600(2)(a); 62-640.650(3)(a)2]*

V. MONITORING REQUIREMENTS

1. **Biosolids Quantities** shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report for Monitoring Group RMP-Q in accordance with Permit Condition III.1.

			Biosolids Limitations		Monitoring Requirements		
Parameter	Units	Max /Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-LF
Biosolids Quantity (Received)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-R
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-T
Class B Quantity (Land-Applied)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-LB
Biosolids Quantity (Distributed & Marketed in FL)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-DMF
Biosolids Quantity (Distributed & Marketed outside FL)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-DMO
Class A Quantity (Land-Applied)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-LA

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-DMF	Biosolids Quantity Distributed & Marketed in Florida
RMP-DMO	Biosolids Quantity Distributed & Marketed outside Florida
RMP-LA	Class A Biosolids quantity land applied
RMP-LB	Class B Biosolids Quantity Land Applied
RMP-LF	Biosolids Quantity landfilled
RMP-R	Biosolids Quantity Received
RMP-T	Biosolids Quantity Transferred

[62-640.650(5)(a)1]

2. **Class B Biosolids Testing:** Class B biosolids shall comply with the limits and be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report in accordance with Permit Condition III.1. Biosolids shall not be land applied if a single sample result for any parameter exceeds the following:

			Biosolids Limitations		Monitoring Requirements		
Parameter	Units	Max/ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Nitrogen, Sludge, Tot, Dry Wt (as N)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-23 RMP-24
Phosphorus, Sludge, Tot, Dry Wt (as P)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-23 RMP-24
Potassium, Sludge, Tot, Dry Wt (as K)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-23 RMP-24
Arsenic Total, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
Cadmium, Sludge, Tot, Dry Weight (as Cd)	mg/kg	Max	85.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
Copper, Sludge, Tot, Dry Wt. (as Cu)	mg/kg	Max	4300.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
Lead, Dry Weight, Sludge	mg/kg	Max	840.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
Mercury, Dry Weight, Sludge	mg/kg	Max	57.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
Molybdenum, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
Nickel, Dry Weight, Sludge	mg/kg	Max	420.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
Selenium Sludge Solid	mg/kg	Max	100.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
Zinc, Dry Weight, Sludge	mg/kg	Max	7500.0	Single Sample	Monthly	Composite	RMP-23 RMP-24
pH	s.u.	Max	Report	Single Sample	Monthly	Grab	RMP-23 RMP-24
Solids, Total, Sludge, Percent	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-23 RMP-24
Calcium Carbonate Equivalent *(Applicable to alkaline treatment)*	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-23 RMP-24

Monitoring Site Number	Description of Monitoring Site
RMP-23	Sample of Liquid Biosolids after Class B stabilization
RMP-24	Sample of Cake Biosolids after Class B stabilization

[62-640.650(3)(a)(3)and 62-640.700(5)(a)]

3. **Class A Biosolids Testing:** Class A biosolids shall comply with the limits and be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report in accordance with Permit Condition III.1. Biosolids shall not be land applied if a single sample result for any parameter exceeds the following:

			Biosolids Limitations		Monitoring Requirements		
Parameter	Units	Max/ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Nitrogen, Sludge, Tot, Dry Wt (as N)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-6
Phosphorus, Sludge, Tot, Dry Wt (as P)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-6
Potassium, Sludge, Tot, Dry Wt (as K)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-6
Arsenic Total, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Monthly	Composite	RMP-6
Cadmium, Sludge, Tot, Dry Weight (as Cd)	mg/kg	Max	85.0	Single Sample	Monthly	Composite	RMP-6
Copper, Sludge, Tot, Dry Wt. (as Cu)	mg/kg	Max	4300.0	Single Sample	Monthly	Composite	RMP-6
Lead, Dry Weight, Sludge	mg/kg	Max	840.0	Single Sample	Monthly	Composite	RMP-6
Mercury, Dry Weight, Sludge	mg/kg	Max	57.0	Single Sample	Monthly	Composite	RMP-6
Molybdenum, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Monthly	Composite	RMP-6
Nickel, Dry Weight, Sludge	mg/kg	Max	420.0	Single Sample	Monthly	Composite	RMP-6
Selenium Sludge Solid	mg/kg	Max	100.0	Single Sample	Monthly	Composite	RMP-6
Zinc, Dry Weight, Sludge	mg/kg	Max	7500.0	Single Sample	Monthly	Composite	RMP-6
pH	s.u.	Max	Report	Single Sample	Monthly	Grab	RMP-6
Solids, Total, Sludge, Percent	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-6
Calcium Carbonate Equivalent *(Applicable to alkaline treatment)*	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-6
Salmonella Sludge*	MPN/4g	Max	3.0	Single Sample	Monthly	Grab	RMP-6
Coliform, Fecal*	MPN/g	Max	1000	Single Sample	Monthly	Grab	RMP-6

Monitoring Site Number	Description of Monitoring Site
RMP-6	Biosolids sample after Thermal Treatment and VAR

* Either the fecal coliform limit or the *Salmonella* sp. limit must be met.

[62-640.650(3)(a)(3) and 62-640.700(5)(a)]

4. **Class AA Biosolids Testing:** Class AA biosolids shall comply with the limits and be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report in accordance with Permit Condition III 1. Biosolids shall not be distributed and marketed or land applied if a single sample result or the monthly average of sample results for any parameter exceeds the following Class AA parameter concentrations:

			Biosolids Limitations		Monitoring Requirements		
Parameter	Units	Max/ Min	Limit	**Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Nitrogen, Sludge, Tot, Dry Wt (as N)	Percent	Max	Report	Monthly Avg	Monthly	Composite	RMP-6
Phosphorus, Sludge, Tot, Dry Wt (as P)	Percent	Max	Report	Monthly Avg	Monthly	Composite	RMP-6
Potassium, Sludge, Tot, Dry Wt (as K)	percent	Max	Report	Monthly Avg	Monthly	Composite	RMP-6
Arsenic Total, Dry Weight, Sludge	mg/kg	Max Max	41.0 75.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Cadmium, Sludge, Tot, Dry Weight (as Cd)	mg/kg	Max Max	39.0 85.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Copper, Sludge, Tot, Dry Wt. (as Cu)	mg/kg	Max Max	1500.0 4300.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Lead, Dry Weight, Sludge	mg/kg	Max Max	300.0 840.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Mercury, Dry Weight, Sludge	mg/kg	Max Max	17.0 57.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Molybdenum, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Monthly	Composite	RMP-6
Nickel, Dry Weight, Sludge	mg/kg	Max Max	420.0 420.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Selenium Sludge Solid	mg/kg	Max Max	100.0 100.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Zinc, Dry Weight, Sludge	mg/kg	Max Max	2800.0 7500.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
pH	s.u.	Max	Report	Monthly Avg	Monthly	Grab	RMP-6
Solids, Total, Sludge, Percent	Percent	Max	Report	Monthly Avg	Monthly	Composite	RMP-6
Calcium Carbonate Equivalent *(Applicable to alkaline treatment)*	Percent	Max	Report	Monthly Avg	Monthly	Composite	RMP-6
Salmonella Sludge*	MPN/4g	Max	3.0	Single Sample	Monthly	Grab	RMP-6
Coliform, Fecal*	MPN/g	Max	1000	Single Sample	Monthly	Grab	RMP-6

Monitoring Site Number	Description of Monitoring Site
RMP-6	Biosolids sample after Thermal Treatment and VAR

* Either the fecal coliform limit or the Salmonella sp. limit must be met.
**Monthly averages of parameter concentrations shall be determined by taking the arithmetic mean of all sample results for the month.

[62-640.650(3)(a)(3),62-64.700(5)(a, 62-650.700(5)(b) and 62-640.850(4)]

VI. SAMPLING

1. **Representative Sampling:** All samples shall be representative and shall be taken after Vector Attraction Reduction of the biosolids but before further curing, land application, or distribution and marketing. *[62-640.650(3)(a)5]*

2. **Sampling Access Points**: The permittee shall provide safe access points for obtaining representative samples, which are required by this permit. *[62-601.500(5)]*

3. **Sampling Method**: Sampling and analysis shall be conducted in accordance with 40 CFR Part 503.8 and the U.S. Environmental Protection Agency publication - POTW Sludge Sampling and Analysis Guidance Document, August 1989. In cases where conflicts exist between 40 CFR 503.8 and the POTW Sludge Sampling and Analysis Guidance Document, the requirements in 40 CFR Part 503.8 will apply. *[62-640.650(3)(a)1]*

4. **pH Sampling Method:** A high alkalinity pH probe must be used for all pH levels exceeding pH 11. Use of pH paper as a measurement method is not satisfactory. The pH meter must be calibrated to a known high pH standard solution, or to a fresh saturated solution of calcium hydroxide in distilled water to pH 12.454. All pH readings for pathogen reduction must be taken at 25°C, or corrected to 25°C. At other than 25°C, a conversion calculation may be used to correct the pH reading to the standard temperature of 25°C [Correction Factor (CF) = 0.03 pH units X (T measured – 25°C)], or by using the correction factors in the following table:

pH Temperature Correction Factors at Varying Temperatures from Standard		
Temperature Measured °C	pH Meter Reading	Correction Factor (CF)
30	12.304	+ 0.15
29	12.334	+ 0.12
28	12.364	+ 0.09
27	12.394	+ 0.06
26	12.424	+ 0.03
25	12.454*	0.00
24	12.484	- 0.03
23	12.514	- 0.06
22	12.544	- 0.09
21	12.574	- 0.12
20	12.604	- 0.15
* pH of a saturated lime solution @ 25°C		

[62-640.600]

5. **Re-Sampling:** Class AA biosolids (including Class AA which is classified as fertilizer) that are stored for more than 45 days shall be re-sampled for fecal coliform or Salmonella sp. every 45 days. *[62-640.650(3)(a)5]*

VII. FINAL USE - GENERAL

1. **Final Product Use or Disposal:** The following final dispositions are permitted:

   a. Class AA Biosolids: as Cured Fertilizer, for distribution and marketing, land application, or disposal

   b. Class A biosolids, not meeting Class AA metals concentrations, may be land applied at permitted biosolids land application sites, or disposal in a Class I solid waste landfill.

   c. Class B biosolids: may be land applied at permitted biosolids land application sites, or disposed of in a Class I solid waste landfill.

   d. Dewatering filtrate: may be hauled to an approved wastewater treatment facility or stabilized in the Class B liquid biosolids treatment train, RMP-B2.

   e. Dewatered solids: may be disposed of in a Class I solid waste landfill, stabilized in the Class B liquid biosolids treatment train, RMP-B2, or transferred to another permitted BTF for further treatment.

   [62-620.320(6), 62-640.850, F.A.C., and 62-640.880(1)]

2. **Transfer for Further Processing**: Biosolids **processed and generated by this facility** may be transferred to another permitted BTF. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. *[62-620.320(6), 62-640.880(1)]*

3. **Direct hauling of Unstabilized Biosolids**– By written agreement, unstabilized biosolids from source facilities may be directly hauled to an alternate permitted BTF for treatment. Except for dewatered solids from RMP-D1, unstabilized biosolids or septage may not be brought to the BTF and redirected or reloaded for transport to an alternate BTF. *[62-4.070(3)]*

VIII. FINAL USE – DISTRIBUTION AND MARKETING

1. **Class AA Standards**: Biosolids or biosolids products may be distributed and marketed only if the biosolids or biosolids products meet Class AA standards and are either sold or given-away under a Florida fertilizer license or distributed and marketed to a person or entity that will sell or give-away the biosolids or biosolids products under Florida fertilizer license. Biosolids composts that are enrolled and certified under the U.S. Composting Council's Seal of Testing Assurance (USCC STA) program do not have to be sold or given-away under a Florida fertilizer license except if distributed and marketed within the Lake Okeechobee, St. Lucie River, and Caloosahatchee River watersheds. *[62-640.850]*

2. **Class AA Standards Failure**: Within 24 hours of discovering that distributed and marketed biosolids did not meet the Class AA standards, the permittee shall notify the Department and all persons to whom they delivered or distributed and marketed the Class AA biosolids. *[62-640.650(6)(g)]*

3. **Product Label Requirements**: The permittee shall make the following information available to users by product labels or other means:

   a. The fertilizer label required by Florida fertilizer law or the equivalent information required by the USCC STA program;

   b. The name and address of the facility or person that produced the Class AA biosolids;

   c. A statement that the biosolids or biosolids product meets the criteria of subsection 62-640.700(5), F.A.C.;

   d. Recommendation that biosolids be applied at a rate that does not exceed crop or plant nutrient needs and;

   e. Recommendations on proper storage of the biosolids or biosolids product prior to use. For distributed quantities of biosolids or biosolids products greater than one dry ton, the recommendations shall include that biosolids may not be stored on property for more than seven days unless stored to prevent runoff of biosolids or stormwater that has been in contact with biosolids, violation of the odor prohibition in subsection 62-296.320(2), F.A.C., and vector attraction. *[62-640.850(5)]*

4. **Special Market Requirements**: The Class AA biosolids produced by this facility shall not be distributed and marketed in the Lake Okeechobee, St. Lucie River, and Caloosahatchee River watersheds unless the biosolids are registered as a fertilizer under Chapter 576, F.S., and Chapter 5E-1, F.A.C., or distributed and marketed to a person who will sell or give away the biosolids as a fertilizer or as a component in a fertilizer product under Chapter 576, F.S., and Chapter 5E-1, F.A.C. *[373.4595, F.S., & 62-640.850(2)]*

IX. FINAL USE – LAND APPLICATION

1. **Requirements**: Land application of biosolids at the approved application site(s) shall be in accordance with the site permit, the Nutrient Management Plan, and the requirements of Chapter 62-640, F.A.C. *[62-640]*

2. **Treatment Facility Biosolids Plan**: The biosolids from this facility shall only be land applied at sites identified in the Treatment Facility Biosolids Plan, Form 62-640.210(2)(a), submitted with the permit application, or revised in accordance with Permit Condition IX 4, which is incorporated as part of this permit. *[62-640.300(2)]*

3. **Approved Locations**: The following permitted sites are approved for land application of Class A or B biosolids:

   a. Double C Ranch, FLA017314, in Flagler County

   b. Don Monn Ranch, FLA697737, in Lake County *[62-640.300(2)]*

4. **Additional Sites**

   a. **Notification for Additional Sites**: The permittee shall notify the Department at least 24 hours before beginning biosolids application at a site not listed in the Treatment Facility Biosolids Plan DEP Form 62-640.210(2)(a). *[62-640.650(6)(a)]*

   b. **Revision for Additional Sites**: The facility's Treatment Facility Biosolids Plan shall be revised to include the new site and submitted to the Department within 30 days of the first application from this facility on the new site. The revised Treatment Facility Biosolids Plan shall become part of the treatment facility permit. *[62-640.300(2)(c)]*

5. **"Other Solids" Application**: Land application of "other solids" as defined in Chapter 62-640, F.A.C., is only allowed if specifically addressed in the Nutrient Management Plan(s) approved for the site where the "other solids" will be applied. *[62-640.860]*

6. **Land Application Hauling Records**: The permittee shall maintain hauling records to track the transport of biosolids between the treatment facility and the application site. The hauling records for each party shall contain the following information:

   Treatment Facility Permittee
   1. Date and time shipped and shipment ID
   2. Amount of biosolids shipped
   3. Concentration of parameters & date of analysis
   4. Name and ID number of permitted application site
   5. Class of biosolids shipped
   6. Signature of certified operator or designee
   7. Signature of hauler and name of hauling firm

   Application Site Permittee
   1. Date and time received and shipment ID
   2. Name and ID number of treatment facility from which biosolids are received
   3. Signature of hauler
   4. Signature of site manager

   A copy of the treatment facility hauling records for each shipment shall be provided upon delivery of the biosolids to the application site manager. The treatment facility permittee shall report to the Department within 24 hours of discovery of any discrepancy in the delivery of biosolids leaving the treatment facility and arriving at the permitted application site. Treatment facility permittees shall notify the Department, application site manager, and application site permittee within 24 hours of discovery of sending biosolids that did not meet the requirements of Rule 62-640.600, F.A.C., or subsection 62-640.700(5), F.A.C., to a land application site.

   [62-640.650(4) & (5)]

7. **Application Site Records**: The treatment facility permittee shall maintain copies of the Biosolids Application Site Annual Summaries, received from application site permittees in accordance with 62-640.650(5)(e), F.A.C., indefinitely. *[62-640.650(4)(d)]*

X. FINAL USE - DISPOSAL

1. **Disposal**: Disposal of biosolids, septage, and other solids in a solid waste landfill shall be in accordance with Chapter 62-701, F.A.C. *[62-640.100(6)(b)]*

2. **Solids Collection and Removal**: Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for disposal of screenings and grit. *[62-701.300(1)(a)]*

XI. REPORTING REQUIRMENTS - GENERAL

1. **Facility Site Application Annual Summary**: The permittee shall submit a Treatment Facility Biosolids Annual Summary to the Department's Central District Office on Department Form 62-640.210(2)(b). The summary shall include all biosolids shipped to an application site during the period January 1 through December 31 and shall be submitted to the Department by February 19 of the year following the year of application. *[62-640.650(5)(c)]*

2. **Source Facility Agreements**: The permittee shall enter into a written agreement with each source facility that it intends to receive biosolids from. The agreement shall address the quality and quantity of the biosolids accepted by the permittee. The agreement shall include a statement, signed by the permittee, as to the availability of sufficient permitted capacity to receive the biosolids from the source facility, and indicating that the permittee will continue to operate in compliance with the requirements of its permit. The agreement shall also address responsibility during transport of biosolids between the facilities. The permittee shall submit a copy of this agreement to the Department's Central District Office at least 30 days before transporting biosolids from the source facility to the permittee. **Direct hauling of Unstabilized Biosolids is allowed per Condition VII 3 of this permit.** *[62-640.880(1)(c)]*

XII. REPORTING REQUIREMENTS – DISCHARGE MONITORING REPORTS (DMRs)

1. **DMR Effective Date: The DMRs issued with this permit are effective on May 1, 2016.** Until such time, the permittee shall continue to monitor and report in accordance with the conditions of Permit FLA016177-036.

2. **Discharge Monitoring Reports (DMRs):** During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

REPORT Type on DMR	Monitoring Period	Mail or Electronically Submit by
Monthly	first day of month - last day of month	28th day of following month
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 31	July 28 January 28
Annual	January 1 - December 31	January 28

The permittee may submit either paper or electronic DMR forms. If submitting paper DMR forms, the permittee shall make copies of the attached DMR forms, without altering the original format or content unless approved by the Department, and shall mail the completed DMR forms to the Department's Central District Office at the address specified in Permit Condition XII 4 by the twenty-eighth (28th) of the month following the month of operation. *[62-620.610(18)][62-601.300(1),(2), and (3)]*

3. **EzDMR System**: When submitting electronic DMR forms **(preferred)**, the permittee shall use the Department's electronic DMR system (EzDMR) and shall electronically submit the completed DMR forms to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms. **Register for and begin using the EzDMR system within 6 months of issuance of this permit, unless alternative arrangements are approved by the Central District's Wastewater Permitting Section. Register for the new system by visiting the DEP Business Portal at http://www.fldepportal.com/go/. For more information, contact at EzDMRAdmin@dep.state.fl.us.**

[62-620.610(18)][62-601.300(1),(2), and (3)]

4. **Report Submittals**: Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Central District Office, **preferably in electronic format**, at one of the addresses specified below:

Florida Department of Environmental Protection
Central District Office
Email: DEP_CD@dep.state.fl.us
3319 Maguire Blvd, Suite 232
Orlando, Florida 32803-3767
Phone Number: (407)897-4100 *[62-620.305]*

5. **Report Signatures**: All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. *[62-620.305]*

XIII. GROUND WATER REQUIREMENTS

1. **Zone of Discharge**: For the biosolids treatment facility and on-site storage area, the zone of discharge shall extend horizontally 100 feet or to the property line or, whichever is closest, and vertically to the base of the surficial aquifer. *[62-520.200(27)] [62-520.465]*

2. **Minimum Criteria**: The ground water minimum criteria specified in Rule 62-520.400 F.A.C., shall be met within the zone of discharge. *[62-520.400 and 62-520.420(4)]*

3. **Sampling**: During the period of operation authorized by this permit, the permittee shall sample ground water in accordance with this permit and the approved ground water monitoring plan prepared in accordance with Rule 62-520.600, F.A.C. *[62-520.600][62-610.463]*

4. **Monitoring Wells**: The following monitoring wells shall be sampled semi-annually. Sampling must be reasonably spaced to be representative of potentially changing conditions.

Facility MW Name	Permit Builder MW ID	WAFR ID/#	Well Type	Depth (Feet)	Aquifer Monitored	New or Existing
Shelley's BTF and Storage Site						
MWB-1	Background	132112	Background	16	Surficial	**Existing**
MWC-1	Compliance	132113	Compliance	17	Surficial	**Existing**

[62-520.600][62-610.463]

5. **Sampling Parameters**: The following parameters shall be analyzed for each of the monitoring well(s) identified above:

Parameter	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Water Level Relative to NGVD	Report	Ft.	In Situ	Semi-Annual
Nitrogen, Nitrate, Total (as N)	10	mg/L	Grab	Semi-Annual
Solids, Total Dissolved (TDS)	500	mg/L	Grab	Semi-Annual
Arsenic, Total Recoverable	10	µg/L	Grab	Semi-Annual
Chloride (as Cl)	250	mg/L	Grab	Semi-Annual
Cadmium, Total Recoverable	5	µg/L	Grab	Semi-Annual
Chromium, Total Recoverable	100	µg/L	Grab	Semi-Annual
Lead, Total Recoverable	15	µg/L	Grab	Semi-Annual
Coliform, Fecal	4	#/100mL	Grab	Semi-Annual
pH	6.5-8.5	s.u.	In Situ	Semi-Annual
Sulfate, Total	250	mg/L	Grab	Semi-Annual
Turbidity	Report	NTU	Grab	Semi-Annual

** Semi-Annual monitoring will be performed for the first 2-years from issuance of this permit (4-sampling events). Based upon the results of the 4-sampling events, monitoring frequency may be reduced to Annual upon written request and approval by the Department.*

[62-520.600(11)(b)] [62-601.300(3), 62-601.700, and Figure 3 of 62-601][62-601.300(6)] [62-520.300(9)]

6. **Background**: If the concentration for any constituent listed in Permit Condition XIII 5 is present in the natural background quality of the ground water at a level greater than the stated Compliance Well Limit, or in the case of pH, is also less than the minimum, the representative natural background quality shall be the prevailing standard. *[62-520.420(2)]*

7. **Water Levels**: Water levels shall be recorded before purging each well for sample collection. Elevation references shall include the top of the well casing and land surface at each well site (NAVD allowable) at a precision of plus or minus 0.01 foot. *[62-520.600(11)(c)] [62-610.412(2)(c)]*
8. **Purging**: Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. *[62-160.210] [62-601.700(5)]*
9. **Unfiltered Samples**: Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department's Central District Office as being more representative of ground water conditions. *[62-520.310(5)]*
10. **Submittal of Results**: Ground water monitoring test results shall be submitted on Part D of Form 62-620.910(10) in accordance with Section XII of this permit. *[62-520.600(11)(b)] [62-601.300(3), 62.601.700, and Figure 3 of 62-601] [62-620.610(18)]*
11. **Notification of Inoperable or Damaged Well**: If any monitoring well becomes inoperable or damaged to the extent that sampling or well integrity may be affected, the permittee shall notify the Department's Central District Office within two business days from discovery, and a detailed written report shall follow within ten days after notification to the Department. The written report shall detail what problem has occurred and remedial measures that have been taken to prevent recurrence or request approval for replacement of the monitoring well. All monitoring well design and replacement shall be approved by the Department's Central District Office before installation. *[62-520.600(6)(l)]*

XIV. SURFACE WATER MONITORING PLAN

1. **Surface Water Monitoring**: Monitoring shall be conducted during normal operating hours and under safe conditions. Daily rainfall shall be recorded. After any rainfall event in excess of 0.1 inches, as measured by the on-site weather station, the permittee shall document whether run-off has occurred. If run-off is present, the permittee shall conduct monitoring of the stormwater runoff for Total Nitrogen and Total Phosphorus; analysis shall not be required more frequently than once per month. Analysis of Total Nitrogen and Total Phosphorus in the runoff shall be performed, at monitoring locations SWB-1 and SWC-2 in accordance with the approved Surface Water Sampling Plan. A summary of the monthly rainfall and the test results for nutrients shall be submitted to the Department after each sampling event. *[62-4.070(3)]*

XV. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*

6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*

7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*

8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*

9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:

   a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;

   b. Have access to and copy any records that shall be kept under the conditions of this permit;

   c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and

   d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

   [62-620.610(9)]

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*

11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*

12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*

13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*

14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*

15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*

16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*

17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:

    a. A description of the anticipated noncompliance;

    b. The period of the anticipated noncompliance, including dates and times; and

    c. Steps being taken to prevent future occurrence of the noncompliance.

    [62-620.610(17)]

18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.

    a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.

    b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.

    c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.

    d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.

    e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.

    f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

    [62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*

20. The permittee shall report to the Department's Central District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

a. The following shall be included as information which must be reported within 24 hours under this condition:
   (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
   (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
   (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
   (4) Any unauthorized discharge to surface or ground waters.

b. Oral reports as required by this subsection shall be provided as follows:
   (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
      (a) Name, address, and telephone number of person reporting;
      (b) Name, address, and telephone number of permittee or responsible person for the discharge;
      (c) Date and time of the discharge and status of discharge (ongoing or ceased);
      (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
      (e) Estimated amount of the discharge;
      (f) Location or address of the discharge;
      (g) Source and cause of the discharge;
      (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
      (i) Description of area affected by the discharge, including name of water body affected, if any; and
      (j) Other persons or agencies contacted.
   (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Central District Office within 24 hours from the time the permittee becomes aware of the circumstances.

c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Central District Office shall waive the written report.

[62-620.610(20)]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions XV.17, XV.18, or XV.19 of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition XV.20 of this permit. *[62-620.610(21)]*

22. Bypass Provisions.

a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.

b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
   (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
   (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
   (3) The permittee submitted notices as required under Permit Condition XV.22.c. of this permit.

c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition XV.20 of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition XV.22.b.(1) through (3) of this permit.

e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition XV.22.b. through d. of this permit.

[62-620.610(22)]

23. Upset Provisions.

a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
   (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
   (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.

b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
   (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
   (2) The permitted facility was at the time being properly operated;
   (3) The permittee submitted notice of the upset as required in Permit Condition XV.20. of this permit; and
   (4) The permittee complied with any remedial measures required under Permit Condition XV.5 of this permit.

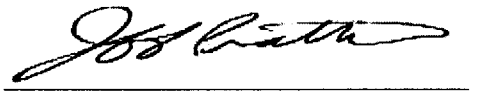
c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.

d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION



Jeff Prather
Central District, Director

Permit Issuance Date: March 29, 2016

Attachment(s):
Discharge Monitoring Report

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767

PERMITTEE NAME:	Shelley's Septic Tank, Inc	PERMIT NUMBER:	FLA016177-044-DW1S	**Effective Date of DMR**	May 1, 2016
MAILING ADDRESS:	PO Box 249			**Expiration Date of Permit**	March 28, 2017
	Zellwood, Florida 32798-0249	LIMIT:	Final	REPORT FREQUENCY:	Monthly
		CLASS SIZE:	N/A	PROGRAM:	Domestic
FACILITY:	Shelley's Septic Tanks BTF	MONITORING GROUP NUMBER:	RMP-AA		
LOCATION:	6505 W Jones Ave	MONITORING GROUP DESCRIPTION:	Class AA Biosolids		
	Zellwood, FL 32798	RE-SUBMITTED DMR: ☐			
		NO DISCHARGE FROM SITE: ☐			
COUNTY:	Orange	MONITORING PERIOD From:	_____ To: _____		
OFFICE:	Central District				

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Sludge, Tot, Dry Wt (as N)	Sample Measurement										
PARM Code 78470 + Mon. Site No. RMP-AA	Permit Requirement		Report (Mo.Avg.)	percent						Monthly	Composite
Phosphorus, Sludge, Tot, Dry Wt (as P)	Sample Measurement										
PARM Code 78478 + Mon. Site No. RMP-AA	Permit Requirement		Report (Mo.Avg.)	percent						Monthly	Composite
Potassium, Sludge, Tot, Dry Wt (as K)	Sample Measurement										
PARM Code 78472 + Mon. Site No. RMP-AA	Permit Requirement		Report (Mo.Avg.)	percent						Monthly	Composite
Arsenic Total, Dry Weight, Sludge	Sample Measurement										
PARM Code 49565 + Mon. Site No. RMP-AA	Permit Requirement					41.0 (Mo.Avg.)	75.0 (Max.)	mg/kg		Monthly	Composite
Cadmium, Sludge, Tot, Dry Weight (as Cd)	Sample Measurement										
PARM Code 78476 + Mon. Site No. RMP-AA	Permit Requirement					39.0 (Mo.Avg.)	85.0 (Max.)	mg/kg		Monthly	Composite
Copper, Sludge, Tot, Dry Wt. (as Cu)	Sample Measurement										
PARM Code 78475 + Mon. Site No. RMP-AA	Permit Requirement					1500.0 (Mo.Avg.)	4300.0 (Max.)	mg/kg		Monthly	Composite

*EITHER THE FECAL COLIFORM LIMIT OR SALMONELLA SP. LIMIT MUST BE MET.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Shelley's Septic Tanks BTF

MONITORING GROUP NUMBER: RMP-AA

PERMIT NUMBER: FLA016177-044-DW1S

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Lead, Dry Weight, Sludge	Sample Measurement										
PARM Code 78468 + Mon. Site No. RMP-AA	Permit Requirement					300.0 (Mo.Avg.)	840.0 (Max.)	mg/kg		Monthly	Composite
Mercury, Dry Weight, Sludge	Sample Measurement										
PARM Code 78471 + Mon. Site No. RMP-AA	Permit Requirement					17.0 (Mo.Avg.)	57.0 (Max.)	mg/kg		Monthly	Composite
Molybdenum, Dry Weight, Sludge	Sample Measurement										
PARM Code 78465 + Mon. Site No. RMP-AA	Permit Requirement						75.0 (Max.)	mg/kg		Monthly	Composite
Nickel, Dry Weight, Sludge	Sample Measurement										
PARM Code 78469 + Mon. Site No. RMP-AA	Permit Requirement					420.0 (Mo.Avg.)	420.0 (Max.)	mg/kg		Monthly	Composite
Selenium Sludge Solid	Sample Measurement										
PARM Code 61518 + Mon. Site No. RMP-AA	Permit Requirement					100.0 (Mo.Avg.)	100.0 (Max.)	mg/kg		Monthly	Composite
Zinc, Dry Weight, Sludge	Sample Measurement										
PARM Code 78467 + Mon. Site No. RMP-AA	Permit Requirement					2800.0 (Mo.Avg.)	7500.0 (Max.)	mg/kg		Monthly	Composite
pH	Sample Measurement										
PARM Code 00400 + Mon. Site No. RMP-AA	Permit Requirement						Report (Max.)	s.u.		Monthly	Grab
Solids, Total, Sludge, Percent	Sample Measurement										
PARM Code 61553 + Mon. Site No. RMP-AA	Permit Requirement					Report (Mo.Avg.)	Report (Max.)	percent		Monthly	Composite
Coliform, Fecal	Sample Measurement										
PARM Code 74055 + Mon. Site No. RMP-AA	Permit Requirement		1000.0 (Max.)	MPN/g						Monthly	Grab
Salmonella Sludge	Sample Measurement										
PARM Code 71204 + Mon. Site No. RMP-AA	Permit Requirement		3.0 (Max.)	MPN/4g						Monthly	Grab

ISSUANCE/REISSUANCE DATE: March 29, 2016
DMR EFFECTIVE DATE: **May 1, 2016**- Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Shelley's Septic Tanks BTF

MONITORING GROUP NUMBER: RMP-AA

PERMIT NUMBER: FLA016177-044-DW1S

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Calcium Carbonate Equivalent	Sample Measurement										
PARM Code B0010 + Mon. Site No. RMP-AA	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Composite

ISSUANCE/REISSUANCE DATE: March 29, 2016
DMR EFFECTIVE DATE: **May 1, 2016-** Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767

PERMITTEE NAME: Shelley's Septic Tank, Inc
MAILING ADDRESS: PO Box 249
Zellwood, Florida 32798-0249

FACILITY: Shelley's Septic Tanks BTF
LOCATION: 6505 W Jones Ave
Zellwood, FL 32798

COUNTY: Orange
OFFICE: Central District

PERMIT NUMBER: FLA016177-044-DW1S

LIMIT: Final
CLASS SIZE: N/A
MONITORING GROUP NUMBER: RMP-B
MONITORING GROUP DESCRIPTION: Class B Biosolids
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING PERIOD From: _____ To: _____

REPORT FREQUENCY: Monthly
PROGRAM: Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Sludge, Tot, Dry Wt (as N)	Sample Measurement										
PARM Code 78470 + Mon. Site No. RMP-B	Permit Requirement		Report (Max.)	percent						Monthly	Composite
Phosphorus, Sludge, Tot, Dry Wt (as P)	Sample Measurement										
PARM Code 78478 + Mon. Site No. RMP-B	Permit Requirement		Report (Max.)	percent						Monthly	Composite
Potassium, Sludge, Tot, Dry Wt (as K)	Sample Measurement										
PARM Code 78472 + Mon. Site No. RMP-B	Permit Requirement		Report (Max.)	percent						Monthly	Composite
Arsenic Total, Dry Weight, Sludge	Sample Measurement										
PARM Code 49565 + Mon. Site No. RMP-B	Permit Requirement						75.0 (Max.)	mg/kg		Monthly	Composite
Cadmium, Sludge, Tot, Dry Weight (as Cd)	Sample Measurement										
PARM Code 78476 + Mon. Site No. RMP-B	Permit Requirement						85.0 (Max.)	mg/kg		Monthly	Composite
Copper, Sludge, Tot, Dry Wt. (as Cu)	Sample Measurement										
PARM Code 78475 + Mon. Site No. RMP-B	Permit Requirement						4300.0 (Max.)	mg/kg		Monthly	Composite

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Shelley's Septic Tanks BTF

MONITORING GROUP NUMBER: RMP-B

PERMIT NUMBER: FLA016177-044-DW1S

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Lead, Dry Weight, Sludge	Sample Measurement										
PARM Code 78468 + Mon. Site No. RMP-B	Permit Requirement						840.0 (Max.)	mg/kg		Monthly	Composite
Mercury, Dry Weight, Sludge	Sample Measurement										
PARM Code 78471 + Mon. Site No. RMP-B	Permit Requirement						57.0 (Max.)	mg/kg		Monthly	Composite
Molybdenum, Dry Weight, Sludge	Sample Measurement										
PARM Code 78465 + Mon. Site No. RMP-B	Permit Requirement						75.0 (Max.)	mg/kg		Monthly	Composite
Nickel, Dry Weight, Sludge	Sample Measurement										
PARM Code 78469 + Mon. Site No. RMP-B	Permit Requirement						420.0 (Max.)	mg/kg		Monthly	Composite
Selenium Sludge Solid	Sample Measurement										
PARM Code 61518 + Mon. Site No. RMP-B	Permit Requirement						100.0 (Max.)	mg/kg		Monthly	Composite
Zinc, Dry Weight, Sludge	Sample Measurement										
PARM Code 78467 + Mon. Site No. RMP-B	Permit Requirement						7500.0 (Max.)	mg/kg		Monthly	Composite
pH	Sample Measurement										
PARM Code 00400 + Mon. Site No. RMP-B	Permit Requirement						Report (Max.)	s.u.		Monthly	Grab
Solids, Total, Sludge, Percent	Sample Measurement										
PARM Code 61553 + Mon. Site No. RMP-B	Permit Requirement						Report (Max.)	percent		Monthly	Composite
Calcium Carbonate Equivalent	Sample Measurement										
PARM Code B0010 + Mon. Site No. RMP-B	Permit Requirement						Report (Max.)	percent		Monthly	Composite

ISSUANCE/REISSUANCE DATE: March 29, 2016
DMR EFFECTIVE DATE: **May 1, 2016-** Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767

PERMITTEE NAME: Shelley's Septic Tank, Inc
MAILING ADDRESS: PO Box 249
Zellwood, Florida 32798-0249

FACILITY: Shelley's Septic Tanks BTF
LOCATION: 6505 W Jones Ave
Zellwood, FL 32798

COUNTY: Orange
OFFICE: Central District

PERMIT NUMBER: FLA016177-044-DW1S

LIMIT: Final
CLASS SIZE: N/A
MONITORING GROUP NUMBER: RMP-Q
MONITORING GROUP DESCRIPTION: Biosolids Quantity
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING PERIOD From: _____ To: _____

REPORT FREQUENCY: Monthly
PROGRAM: Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Received)	Sample Measurement										
PARM Code B0002 + Mon. Site No. RMP-R	Permit Requirement		Report (Mo.Total)	dry tons						Monthly	Calculated
Biosolids Quantity (Land-Applied)	Sample Measurement										
PARM Code B0006 + Mon. Site No. RMP-LA	Permit Requirement		Report (Mo.Total)	dry tons						Monthly	Calculated
Biosolids Quantity (Land-Applied)	Sample Measurement										
PARM Code B0006 P Mon. Site No. RMP-LB	Permit Requirement		Report (Mo.Total)	dry tons						Monthly	Calculated
Biosolids Quantity (Landfilled)	Sample Measurement										
PARM Code B0008 + Mon. Site No. RMP-LF	Permit Requirement		Report (Mo.Total)	dry tons						Monthly	Calculated
Biosolids Quantity (Distributed & Marketed in FL)	Sample Measurement										
PARM Code B0004 + Mon. Site No. RMP-DMF	Permit Requirement		Report (Mo.Total)	dry tons						Monthly	Calculated
Biosolids Quantity (Distributed & Marketed outside FL)	Sample Measurement										
PARM Code B0005 + Mon. Site No. RMP-DMO	Permit Requirement		Report (Mo.Total)	dry tons						Monthly	Calculated

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Shelley's Septic Tanks BTF
Permit Number: FLA016177-044-DW1S
County: Orange

Office: Central District

Monitoring Well ID: MWB-1
Well Type: Background
Description: Background well up-gradient

Report Frequency: Semi-Annual
Program: Domestic

Re-submitted DMR: ☐

Monitoring Period From: _____ To: _____

Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? ___Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Semi-Annual				
Nitrogen, Nitrate, Total (as N)	00620		Report	mg/L	Grab	Semi-Annual				
Solids, Total Dissolved (TDS)	70295		Report	mg/L	Grab	Semi-Annual				
Arsenic, Total Recoverable	00978		Report	ug/L	Grab	Semi-Annual				
Chloride (as Cl)	00940		Report	mg/L	Grab	Semi-Annual				
Cadmium, Total Recoverable	01113		Report	ug/L	Grab	Semi-Annual				
Chromium, Total Recoverable	01118		Report	ug/L	Grab	Semi-Annual				
Lead, Total Recoverable	01114		Report	ug/L	Grab	Semi-Annual				
Coliform, Fecal	74055		Report	#/100mL	Grab	Semi-Annual				
pH	00400		Report	s.u.	In Situ	Semi-Annual				
Sulfate, Total	00945		Report	mg/L	Grab	Semi-Annual				
Turbidity	00070		Report	NTU	Grab	Semi-Annual				

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Shelley's Septic Tanks BTF
Permit Number: FLA016177-044-DW1S
County: Orange

Monitoring Well ID: MWC-1
Well Type: Compliance
Description: Existing compliance well MWC-1 - Downgradient

Report Frequency: Quarterly
Program: Domestic

Office: Central District

Re-submitted DMR: ☐

Monitoring Period From: _____ To: _____

Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? ___Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Semi-Annual				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Semi-Annual				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Semi-Annual				
Arsenic, Total Recoverable	00978		10	ug/L	Grab	Semi-Annual				
Chloride (as Cl)	00940		250	mg/L	Grab	Semi-Annual				
Cadmium, Total Recoverable	01113		5	ug/L	Grab	Semi-Annual				
Chromium, Total Recoverable	01118		100	ug/L	Grab	Semi-Annual				
Lead, Total Recoverable	01114		15	ug/L	Grab	Semi-Annual				
Coliform, Fecal	74055		4	#/100mL	Grab	Semi-Annual				
pH	00400		6.5-8.5	s.u.	In Situ	Semi-Annual				
Sulfate, Total	00945		250	mg/L	Grab	Semi-Annual				
Turbidity	00070		Report	NTU	Grab	Semi-Annual				

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28th of the month following the monitoring period. Facilities who submit their DMR(s) electronically through eDMR do not need to submit a hardcopy DMR. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts--A, B, and D--all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used, unless indicated otherwise in the permit or on the DMR:

1. Results greater than or equal to the PQL shall be reported as the measured quantity.
2. Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
3. Results less than the MDL shall be reported by entering a less than sign ("<") followed by the laboratory's MDL value, e.g. < 0.001. A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

PART A -DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative:

Resubmitted DMR: Check this box if this DMR is being re-submitted because there was information missing from or information that needed correction on a previously submitted DMR. The information that is being revised should be clearly noted on the re-submitted DMR (e.g. highlight, circle, etc.)
No Discharge From Site: Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.
Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.
Sample Measurement: Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units. Data qualifier codes are not to be reported on Part A.
No. Ex.: Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.
Frequency of Analysis: The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.
Sample Type: The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.
Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.
Comment and Explanation of Any Violations: Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

PART B - DAILY SAMPLE RESULTS

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.
Daily Monitoring Results: Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the units indicated. Table 1 in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected.
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved or improperly preserved sample.

To calculate the monthly average, add each reported value to get a total. For flow, divide this total by the number of days in the month. For all other parameters, divide the total by the number of observations.
Plant Staffing: List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

PART D - GROUND WATER MONITORING REPORT

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.
Date Sample Obtained: Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.
Time Sample Obtained: Enter the time the sample was taken.
Sample Measurement: Record the results of the analysis. If the result was below the minimum detection limit, indicate that. Data qualifier codes are not to be reported on Part D.
Detection Limits: Record the detection limits of the analytical methods used.
Analysis Method: Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.
Sampling Equipment Used: Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)
Samples Filtered: Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).
Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.
Comments and Explanation: Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

Flow (Limited Wet Weather Discharge): Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).
Flow (Upstream): Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.
Actual Stream Dilution Ratio: To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.
No. of Days the SDF > Stream Dilution Ratio: For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.
$CBOD_5$: Enter the average $CBOD_5$ of the reclaimed water discharged during the period shown in duration of discharge.
TKN: Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.
Actual Rainfall: Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.
Rainfall During Average Rainfall Year: On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.
No. of Days LWWD Activated During Calendar Year: Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.
Reason for Discharge: Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.

STATEMENT OF BASIS
FOR
STATE OF FLORIDA BIOSOLIDS TREATMENT FACILITY PERMIT

PERMIT NUMBER: FLA016177-044

FACILITY NAME: Shelley's Septic Tanks RMF

FACILITY LOCATION: 6505 W Jones Ave, Zellwood, FL 32798
Orange County

NAME OF PERMITTEE: Shelley's Septic Tanks, Inc

PERMIT WRITER: Dennise Judy

1. SUMMARY OF APPLICATION

a. Chronology of Application
Application Number: FLA016177-044-DW1S
Application Submittal Date: July 2, 2015

b. Type of Facility

The Biosolids Treatment Facility (BTF) is permitted to receive and treat the following incoming materials: septage, portable toilet and food service waste, domestic wastewater biosolids, and "other solids" from a domestic wastewater treatment facility. The treatment plant consists of two Class B stabilization trains, a Class A stabilization train, and a dewatering system. Final products generated and shipped from the site for reuse include: Class B biosolids, Class A biosolids, cured Class AA biosolids as a registered fertilizer. The dewatering filtrate and dewatered solids are disposed of off-site or blended back into the Class B stabilization train as described below. The dewatered biosolids may also be transferred to a permitted BTF for treatment.

c. Description of Processes:

Receiving Area: Incoming material is received on site through a weigh station. All incoming material is weighed, identified, and sent for processing. An Odor Control System is in place at the receiving area, to be operated in accordance with Condition II.2. of this permit.

Dewatering System (RMP-D1): Dewatering is not a treatment process. The dewatering system is used to increase the solids content of liquid biosolids, septage, and food service wastes. The by-products of the system are dewatering filtrate and dewatered solids, which may be further stabilized or shipped off-site as a waste. The resulting filtrate is hauled to an approved wastewater treatment facility or stabilized in the Class B liquid biosolids treatment train, RMP-B2. Solids may be transferred to a Class I solid waste landfill or stabilized in the Class B liquid biosolids treatment train, RMP-B2.

Treatment Trains

Class B Liquid Biosolids Treatment Train (RMP-B2): This train has a permitted capacity of 940,100 GPD (78.34 dry tons per day) and consists of 25 treatment tanks with a combined volume of 1,258,060 gallons, labeled RB-6 through RB-30. The Class B liquid biosolids treatment train has an unloading bay with a metal canopy and 1,050 gallon receiving pit, fitted with a metal bar screen. Class B pathogen reduction is achieved using Alternative 2, Process to Significantly Reduce Pathogens (PSRP); Process 5, Lime Stabilization.

Class B Dewatered (Cake) Biosolids Treatment Train (RMP-B3): This train has a permitted capacity of 74.8 dry tons/day. The Class B cake biosolids treatment train consists of an unloading/loading slab, a 30-ton lime storage tower directly connected to the Cemen Tec mixer, located within a 30-foot by 30-foot concrete bay with a 20-foot high metal canopy. Class B pathogen reduction is achieved using Alternative 2, Process to Significantly Reduce Pathogens (PSRP); Process 5, Lime Stabilization.

Class A Thermally Treated Treatment Train (RMP-A1): Incoming cake, or the treated Class B biosolids from RMP-B2 or RMP-B3, may be sent to RMP-A1 for further treatment into Class A or AA biosolids. RMP-A1 has capacity of 150 dry tons/day; this pasteurization treatment train consists of individual lime-mixing and curing bins defined by concrete block walls within a pre-engineered steel building. This pasteurization train will stabilize the material using Alternative 1, section 503.32(a)(3) (Thermally Treated Sewage Sludge). Pathogen reduction is achieved by maintaining a minimum temperature for a minimum time as described in this permit. A current Fertilizer License shall be maintained and displayed at the facility in order to distribute and market the final Class AA biosolids as a fertilizer.

Vector Attraction Reduction (VAR):

The permittee shall achieve vector attraction reduction after stabilization for all biosolids from any of the treatment trains described above (RMP-B2, RMP-B3, and RMP-A1) by meeting the vector attraction reduction requirements in Section 503.33(b)(6) (Add alkaline materials to raise the pH under specified conditions) of Title 40 CFR Part 503.

On-Site Storage:

Class AA Biosolids: The on-site storage area is for the curing of Class AA biosolids by blending with wood chips as described below.

Class A and Class B: Class A and Class B biosolids may not be stored in the on-site storage area and must remain in the processing tanks until transported to a permitted land application site.

In-coming material may be held in one of the four tanks specified for this use.

On-Site Curing of Class AA Biosolids:

After treatment through train RMP-A1, the Class AA biosolids may be kept on site for curing by mixing up to three parts wood chips to one part Class AA biosolids (up to 2,000 cubic yards per day). This step is to reduce moisture content by approximately 50% and to reduce the odor of the fertilizer product; it is not part of the treatment or stabilization of the biosolids. Blending of the Class AA biosolids with the wood chips will occur on the BTF site and may be stored in accordance with the approved Biosolids Storage Plan, and the conditions of this permit.

Reuse and Disposal:

All Class AA biosolids will proceed through the curing process. Cured Class AA biosolids reuse will be through land application, distribution and marketing, or as landfill cover, in accordance with Rule 62-640.850, F.A.C.

Stabilized Class A or B biosolids may be land applied on agricultural lands, or disposed of in accordance with the specific conditions of this permit.

Direct hauling of Unstabilized Biosolids or Septage – By written agreement, unstabilized biosolids or septage from source facilities may be directly hauled to an alternate permitted BTF for treatment. Except for dewatered solids from RMP-D1, unstabilized biosolids or septage may not be brought to the BTF and redirected or reloaded for transport to an alternate BTF.

e. Description of Storage Sites, with Capacities and Time Limits

The fertilizer/biosolids product may be stored on 2.84 acres of the facility site, after blending with wood chips to reduce odors and moisture, for up to 120 days, as described in the Biosolids Storage Plan. Based on the dimension of the site, including maintaining berms and ditches to prevent off-site runoff, the maximum quantity stored is calculated to be approximately 18,000 cubic yards. Re-sampling after 45-, 90-, and 120-days of storage is included in the Plan. Storage over 120 days must be reported as a malfunction.

f. Description of Land Application Sites (from Facility Biosolids Plan)

Double C Ranch – FLA017314, located in Flagler County

Don Monn Ranch – FLA697737, located in Lake County

2. CALCULATIONS FOR PERMITTED CAPACITIES OF TREATMENT SYSTEMS

Class B Liquid Biosolids Treatment Train (RMP-B2), which consists of 25 treatment tanks with a combined effective volume 940,000 gallons:

940,000 GPD x 8.34#/gal x 2% solids x 1 ton/2,000# = 78.34 dry tons per day

Class B Dewatered (Cake) Biosolids Treatment Train (RMP-B3) with a 30-foot by 30-foot concrete bay

18,560c.f. x 62 p/c.f. x 13% solids x 1ton / 2,000 pounds = 74.8 day tons/day

Class A Pasteurization Treatment Train (RMP-A1), which consists of 8 bins with a total volume of 38,840 c.f.

38,840 c.f. x 62 p/c.f. x 13% solids x 1ton / 2,000 pounds = 156 dry tons/day (permitted capacity is 150 DT/d)

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

Class A biosolids shall not be land applied if a single sample result for any parameter exceeds the following, per Rule 62-640.650(3)(a)(3) and 62-640.700(5)(a), FAC:

			Biosolids Limitations		Monitoring Requirements		
Parameter	Units	Max/ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Nitrogen, Sludge, Tot, Dry Wt (as N)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-6 RMP-9
Phosphorus, Sludge, Tot, Dry Wt (as P)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-6 RMP-9
Potassium, Sludge, Tot, Dry Wt (as K)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-6 RMP-9
Arsenic Total, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Monthly	Composite	RMP-6 RMP-9
Cadmium, Sludge, Tot, Dry Weight (as Cd)	mg/kg	Max	85.0	Single Sample	Monthly	Composite	RMP-6 RMP-9
Copper, Sludge, Tot, Dry Wt. (as Cu)	mg/kg	Max	4300.0	Single Sample	Monthly	Composite	RMP-6 RMP-9
Lead, Dry Weight, Sludge	mg/kg	Max	840.0	Single Sample	Monthly	Composite	RMP-6 RMP-9
Mercury, Dry Weight, Sludge	mg/kg	Max	57.0	Single Sample	Monthly	Composite	RMP-6 RMP-9
Molybdenum, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Monthly	Composite	RMP-6 RMP-9
Nickel, Dry Weight, Sludge	mg/kg	Max	420.0	Single Sample	Monthly	Composite	RMP-6 RMP-9
Selenium Sludge Solid	mg/kg	Max	100.0	Single Sample	Monthly	Composite	RMP-6 RMP-9
Zinc, Dry Weight, Sludge	mg/kg	Max	7500.0	Single Sample	Monthly	Composite	RMP-6 RMP-9
pH	s.u.	Max	Report	Single Sample	Monthly	Grab	RMP-6 RMP-9
Solids, Total, Sludge, Percent	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-6 RMP-9

Calcium Carbonate Equivalent *(Applicable to alkaline treatment)*	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-6 RMP-9
Salmonella Sludge*	MPN/4g	Max	3.0	Single Sample	Monthly	Grab	RMP-6 RMP-9
Coliform, Fecal*	MPN/g	Max	1000	Single Sample	Monthly	Grab	RMP-6 RMP-9

* Either the fecal coliform limit or the Salmonella sp. limit must be met.

Class B biosolids shall not be land applied if a single sample result for any parameter exceeds the following, per 62-640.650(3)(a)(3)and 62-640.700(5)(a), FAC:

			Biosolids Limitations		Monitoring Requirements		
Parameter	Units	Max/ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Nitrogen, Sludge, Tot, Dry Wt (as N)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-22 RMP-23 RMP-24
Phosphorus, Sludge, Tot, Dry Wt (as P)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-22 RMP-23 RMP-24
Potassium, Sludge, Tot, Dry Wt (as K)	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-22 RMP-23 RMP-24
Arsenic Total, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Monthly	Composite	RMP-22 RMP-23 RMP-24
Cadmium, Sludge, Tot, Dry Weight (as Cd)	mg/kg	Max	85.0	Single Sample	Monthly	Composite	RMP-22 RMP-23 RMP-24
Copper, Sludge, Tot, Dry Wt. (as Cu)	mg/kg	Max	4300.0	Single Sample	Monthly	Composite	RMP-22 RMP-23 RMP-24
Lead, Dry Weight, Sludge	mg/kg	Max	840.0	Single Sample	Monthly	Composite	RMP-22 RMP-23 RMP-24
Mercury, Dry Weight, Sludge	mg/kg	Max	57.0	Single Sample	Monthly	Composite	RMP-22 RMP-23 RMP-24
Molybdenum, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Monthly	Composite	RMP-22 RMP-23 RMP-24
Nickel, Dry Weight, Sludge	mg/kg	Max	420.0	Single Sample	Monthly	Composite	RMP-22 RMP-23 RMP-24
Selenium Sludge Solid	mg/kg	Max	100.0	Single Sample	Monthly	Composite	RMP-22 RMP-23 RMP-24

Zinc, Dry Weight, Sludge	mg/kg	Max	7500.0	Single Sample	Monthly	Composite	RMP-22 RMP-23 RMP-24
pH	s.u.	Max	Report	Single Sample	Monthly	Grab	RMP-22 RMP-23 RMP-24
Solids, Total, Sludge, Percent	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-22 RMP-23 RMP-24
Calcium Carbonate Equivalent *(Applicable to alkaline treatment)*	Percent	Max	Report	Single Sample	Monthly	Composite	RMP-22 RMP-23 RMP-24

Class AA biosolids shall not be distributed and marketed or land applied if a single sample result or the monthly average of sample results for any parameter exceeds the following Class AA parameter concentrations:

			Biosolids Limitations		Monitoring Requirements		
Parameter	Units	Max/ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Nitrogen, Sludge, Tot, Dry Wt (as N)	Percent	Max	Report	Monthly Avg	Monthly	Composite	RMP-6
Phosphorus, Sludge, Tot, Dry Wt (as P)	Percent	Max	Report	Monthly Avg	Monthly	Composite	RMP-6
Potassium, Sludge, Tot, Dry Wt (as K)	percent	Max	Report	Monthly Avg	Monthly	Composite	RMP-6
Arsenic Total, Dry Weight, Sludge	mg/kg	Max Max	41.0 75.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Cadmium, Sludge, Tot, Dry Weight (as Cd)	mg/kg	Max Max	39.0 85.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Copper, Sludge, Tot, Dry Wt. (as Cu)	mg/kg	Max Max	1500.04 300.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Lead, Dry Weight, Sludge	mg/kg	Max Max	300.0 840.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Mercury, Dry Weight, Sludge	mg/kg	Max Max	17.0 57.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Molybdenum, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Monthly	Composite	RMP-6
Nickel, Dry Weight, Sludge	mg/kg	Max Max	420.0 420.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
Selenium Sludge Solid	mg/kg	Max Max	100.0 100.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6

Zinc, Dry Weight, Sludge	mg/kg	Max Max	2800.0 7500.0	Monthly Avg Single Sample	Monthly	Composite	RMP-6
pH	s.u.	Max	Report	Monthly Avg	Monthly	Grab	RMP-6
Solids, Total, Sludge, Percent	Percent	Max	Report	Monthly Avg	Monthly	Composite	RMP-6
Calcium Carbonate Equivalent *(Applicable to alkaline treatment)*	Percent	Max	Report	Monthly Avg	Monthly	Composite	RMP-6
Salmonella Sludge*	MPN/4 g	Max	3.0	Single Sample	Monthly	Grab	RMP-6
Coliform, Fecal*	MPN/g	Max	1000	Single Sample	Monthly	Grab	RMP-6

* Either the fecal coliform limit or the Salmonella sp. limit must be met.

[62-640.650(3)(a)(3),62-64.700(5)(a, 62-650.700(5)(b) and 62-640.850(4)]

4. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS AND CONDITIONS

The current wastewater permit for this facility FLA016177-044-DW1S expires on March 28, 2017. This permit is issued for a one-year duration, with possible extensions annually for up to 5 years from the initial date of issuance.

New conditions for "OPERATION AND MAINTENANCE REQUIREMENTS" Section

Standard Operating Procedures (SOPs): The facility shall follow the approved SOPs dated June 2015, and received November 2015 as part the application package, that have been incorporated into the facility's O&M Manual and referenced in the conditions of this permit. **Any proposed revisions to the final November 2015 SOPs shall be approved by the Department prior to implementing the change.** *[62-640.880(i)]*

Odor Control: The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. In order to minimize the potential for off-site odors, the facility shall follow the approved Odor Remediation SOP, and incorporated into the O&M Manual, which includes the following provision:

a. **The DEP shall be notified immediately if there are any odors present, with a detailed message noting the date and time of the odor, relevant weather conditions, and the cause of the odor on the approved reporting form, OCF-1.**

b. The Department shall be notified at least 24 hours **in advance** of any scheduled operations that are expected to cause excessive odors. Planning for such operations shall include notification to the Department of the pending operations, with a review of the weather forecast (to avoid windy days). On the day of the operations, the permittee shall monitor wind conditions and minimize odors in every way possible.

c. Unstabilized material shall not be left on the receiving pad overnight.

[62-640.400(6)]

Staffing Requirements: During the period of operation authorized by this permit, the wastewater facility shall be operated under the supervision of an operator, or operators, certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-640, F.A.C., this facility is a Type I facility and, at a minimum, operators with appropriate certification must be on the site as follows:

Class B Stabilization: A Class A operator 2 hours per day five days per week.

Class A Stabilization: A Class A operator eight (8) hours per day, five (5) days per week (on call 24 hours/day).

Trained personnel, under the supervision of a certified operator, shall be on site whenever the facility is receiving or processing domestic septage/food service wastes, liquid domestic wastewater biosolids, dewatered biosolids, and any other wastes.

Additional on-site personnel shall include a competent experienced full time Supervisor for testing and records management.

All employees shall be trained per the approved Training SOP, Section 10 of the Operation and Maintenance (O&M) Manual.

[62-620.630(3)] [62-640.880(2)(i)]

Hours of Operations: The facility shall only accept in-coming material during normal business hours (6am-6pm, Monday-Saturday; 6am-12 pm on Sunday) unless arrangements have been made to have trained staff, as described in the **Staffing Requirements** condition above, on-site to receive and process the in-coming material, including operation of the odor control system if needed.

BTF Closure Requirements: Within 30-days after receiving the last incoming shipment of material, the facility shall:

(1) Post closure signage at the entrance of the facility,
(2) Cease acceptance of all incoming material,
(3) Process and remove all on-site material, including the material in the on-site storage area.
(4) Remove all final product on site including Class A/AA, Class B and all fertilizer.
(5) Notify the Department in writing of the closure of the BTF and the requested date of a closure inspection. Once all material is removed from the site, the Department shall conduct a closure inspection.

[62-620.610(15), 62-640.880(2)(k)]

Re-Sampling: Class AA biosolids (including Class AA which is classified as fertilizer) that are stored for more than 45 days shall be re-sampled for fecal coliform or Salmonella sp. every 45 days. *[62-640.650(3)(a)5]*

SURFACE WATER MONITORING PLAN

Surface Water Monitoring: After any rainfall event in excess of 0.1 inches, as measured by the on-site weather station, , the permittee shall document whether run-off has occurred and, if present, shall conduct monitoring of the stormwater runoff for Total Nitrogen and Total Phosphorus, in accordance with the approved Surface Water Sampling Plan, at monitoring locations SWB-1 and SWC-2. A summary of the data shall be submitted to the Department after each sampling event. *[62-4.070(3)]*

Direct hauling of Unstabilized Biosolids or Septage – By written agreement, unstabilized biosolids from source facilities may be directly hauled to an alternate permitted BTF for treatment. Except for dewatered solids from RMP-D1, unstabilized biosolids or septage may not be brought to the BTF and redirected or reloaded for transport to an alternate BTF.

5. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be hauled to an alternate permitted BTF, distributed and marketed, land applied, or disposed of in a Class I solid waste landfill.

See the table below for the rationale for the biosolids quantities monitoring requirements.

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Biosolids Quantity (Received)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Biosolids Quantity (Land-Applied)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Biosolids Quantity (Distributed & Marketed in FL)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. & 850(4)(a) FAC
Biosolids Quantity (Distributed & Marketed outside FL)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. & 850(4)(a) FAC
Monitoring Frequency		All Parameters			62-640.650(5)(a) FAC

6. GROUND WATER MONITORING REQUIREMENTS

A Groundwater Monitoring Plan (GWMP) and Surface Water Monitoring Plan has been established to ensure that biosolids at the site do not impact groundwater or adjacent surface waters, due to the proximity of Lake Apopka to the site.

7. PERMIT SCHEDULES

A schedule is not included in the wastewater permit.

8. INDUSTRIAL PRETREATMENT REQUIREMENTS

At this time, the facility is not required to develop an approved industrial pretreatment program. However, the Department reserves the right to require an approved program if future conditions warrant.

9. ADMINISTRATIVE ORDERS (AO) AND CONSENT ORDERS (CO)

Although there have been past compliance problems, all current enforcement actions are closed. There is no Consent Order, and the permit is not accompanied by an Administrative Order.

10. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

11. THE ADMINISTRATIVE RECORD

The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available for public inspection during normal business hours at the location specified in item 13. Copies will be provided at a minimal charge per page.

12. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Notice of Intent to Issue	March 3, 2016
Notice of Permit Issuance	March 29, 2016

13. CONTACT

Additional information concerning the permit and proposed schedule for permit issuance may be obtained during normal business hours from:

Dennise Judy, at: 407-897-4154
or
Dennise.Judy@dep.state.fl.us
or
FDEP Central District
3319 Maguire Blvd Suite 232
Orlando, FL 32803-3767

APPENDIX B – FERTILIZER LICENSES

State of Florida
Department of Agriculture And Consumer Services

FERTILIZER LICENSE

Chapter 576, FLORIDA STATUTES

Shelley's Environmental Systems
6605 W. Jones Ave.
Zellwood, Florida 32798
LICENSE NO. F001871

This is to certify that the person whose name and address shown above, has paid the required fees of $200.00 and is hereby granted this license to distribute fertilizer in the State of Florida as defined in Section 576.021, F. S. This license will expire on JUNE 30, 2016.

ADAM H. PUTNAM
Commissioner

Florida

ANUVIA
PLANET INSPIRED PRODUCTS

GREENTRX™

16-1-2

Enhanced Efficiency* Homogenous Multi-Nutrient Fertilizer With 17% Sulfur and 3% Iron

Guaranteed Analysis

Total Nitrogen (N)*.....16%
15% Ammoniacal Nitrogen
1% Water Insoluble Nitrogen
Available Phosphate (P_2O_5) 1%
Soluble Potash (K_2O) 2%
Sulfur (S) 17%
17% Combined Sulfur (S)
Iron (Fe) 3%
0.6 % Water Soluble Iron (Fe)

Derived from: ammonium sulfate, muriate of potash, ferrous sulfate, ferrous ammonium sulfate, iron humate, and Protein Hydrolysate.

*30% Slowly Available Nitrogen from Protein Hydrolysate

Organic matrix 16%

This Anuvia fertilizer product contains an amphoteric organic matrix that delivers slow-release nitrogen with less risk of loss to the environment.

Meets all USEPA Exceptional Quality standards.

Directions for use with turf: Do not apply near water, storm drains or drainage ditches. Do not apply if heavy rain is expected. If this product is applied to lawns, sweep any product that lands in the driveway, sidewalk, or street, back onto the lawn. Do not apply this product to concrete. Check with your local retailer or Cooperative Extension Agency to obtain specific information on best management practices. Check with your county or city government to determine if there are local regulations for fertilizer use.

Directions for use with crops: Use in accordance with recommendations of a qualified agriculturally trained individual or institution or apply based on an approved nutrient management plan.

Caution: Keep out of reach of children. May be harmful if swallowed.

For further safety information see the Anuvia SDS.

Notice of Warranty: Anuvia makes no warranty for the use of this product beyond the above guaranteed analysis. Further, no warranty will extend to the improper storage, handling or use of this product. Anuvia shall not be responsible for consequential damages that may result from the use of this product.

Information about the components of this lot of fertilizer may be obtained by writing to Anuvia Florida LLC, 6777 West Jones Ave., Zellwood, FL, 32798 and giving the date which is found on this label.

Net Weight 2000 Pounds (909.09 kg)
FL License #: F002281

Guaranteed by Anuvia Florida LLC
6751 West Jones Avenue, Zellwood, FL 32798

APPENDIX C – ANUVIA'S OPERATING PERMIT

Florida Department of Environmental Protection
Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

STATE OF FLORIDA
DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:
VitAg Florida, LLC

RESPONSIBLE OFFICIAL:
James P Carr
13654 2nd Ave NE
Bradenton, Florida 34212
(941) 750-8234

PERMIT NUMBER: FLA762504-001
FILE NUMBER: FLA762504-001-DW1S
ISSUANCE DATE: **December 9, 2011**
EXPIRATION DATE: **December 8, 2016**

FACILITY:

VitAg Florida
6751 Jones Ave
Zellwood, FL 32798
Orange County
Latitude: 28°43' 28" N Longitude: 81°37' 20" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to construct and operate the facilities in accordance with the documents attached hereto and specifically described as follows:

BIOSOLIDS TREATMENT:

A new Biosolids Treatment Facility (BTF) to be constructed in three phases, each with a capacity to treat 40 dry tons/day (DTPD) of dewatered biosolids to produce 250 DTPD of Class AA fertilizer. The treatment facility includes a Biosolids Receiving Building and enclosed storage silo, a pug mill and thermal dryer, chemical storage and feed facilities, granulator and dryer, a screening, cooling and coating area, and fertilizer storage warehouse. The final treatment capacity shall be 120 DTPD of biosolids in three treatment trains, producing 750 DTPD of Class AA fertilizer, as described in the permitting application and supporting documents. All facility components and storage are enclosed with odor control provided.

All wastewater produced shall be transmitted to the Apopka WWTF in accordance with Condition VI. 1. of this permit, and the finished product shall be registered as a fertilizer in accordance with Rule 62-640.850, F.A.C.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 13 of this permit.

I. MONITORING REQUIREMENTS

1. The permittee shall provide safe access points for obtaining representative samples which are required by this permit. *[62-601.500(5)]*

2. Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, toxicity, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

REPORT Type on DMR	Monitoring Period	Due Date
Monthly	first day of month - last day of month	28th day of following month
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 30	July 28 January 28
Annual	January 1 - December 31	January 28

The permittee may submit either paper or electronic DMR forms. If submitting paper DMR forms, the permittee shall make copies of the attached DMR forms, without altering the original format or content unless approved by the Department, and shall submit the completed DMR forms to the Department's Central District Office at the address specified in Permit Condition I.3. by the twenty-eighth (28th) of the month following the month of operation.

If submitting electronic DMR forms, the permittee shall use the electronic DMR system(s) approved in writing by the Department and shall electronically submit the completed DMR forms to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms.

[62-620.610(18)][62-601.300(1),(2), and (3)]

3. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Orange County Environmental Protection Department and the Department's Central District Office at the address specified below:

Florida Department of Environmental Protection Central District Office
3319 Maguire Blvd
Suite 232
Orlando, Florida 32803-3767

Phone Number - (407)897-4100
FAX Number - (850)412-0496
(All FAX copies and e-mails shall be followed by original copies.)

[62-620.305]

4. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. *[62-620.305]*

II. RESIDUALS MANAGEMENT REQUIREMENTS

A. Basic Requirements

1. Biosolids generated by this facility may be distributed and marketed or disposed of in a Class I solid waste landfill. *[62-620.320(6), 62-640.880(1)]*

2. The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. *[62-640.650(4)(a)]*

3. Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report in accordance with Condition I.2.

			Biosolids Limitations		Monitoring Requirements		
Parameter	Units	Max /Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Biosolids/Septage Quantity (Received)	Dry tons	Max	Report	Total Monthly	Monthly	Calculated	RMP-R
Biosolids Quantity (Distributed and Marketed in FL))	Dry tons	Max	Report	Total Monthly	Monthly	Calculated	RMP-DMF
Biosolids Quantity (Distributed and Marketed outside FL)	Dry tons	Max	Report	Total Monthly	Monthly	Calculated	RMP-DMO
Biosolids Quantity (Landfilled)	Dry tons	Max	Report	Total Monthly	Monthly	Calculated	RMP-LF

[62-640.650(5)(a)1]

4. Biosolids quantities shall be calculated as listed in Permit Condition II.A.3. and as described below:

Monitoring Site Number	Description of Monitoring Site Calculation
RMP-R	Total Quantity of Septage and Biosolids Received
RMP-DMF	Quantity of Class AA Biosolids Distributed and Marketed in FL
RMP-DMO	Quantity of Class AA Biosolids Distributed and Marketed Outside FL
RMP-LF	Quantity of Biosolids sent to a Landfill

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. *[62-640.400(6)]*

6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. *[62-640.300(4)]*

7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. *[62-640.400(9)]*

8. The permittee shall keep hauling records to track the transport of biosolids between facilities. The hauling records shall contain the following information:

Source Facility
1. Date and time shipped
2. Amount of biosolids shipped
3. Degree of treatment (if applicable)
4. Name and ID number of treatment facility
5. Signature of responsible party at source facility
6. Signature of hauler and name of hauling firm

Biosolids Treatment Facility or Treatment Facility
1. Date and time received
2. Amount of biosolids received
3. Name and ID number of source facility
4. Signature of hauler
5. Signature of responsible party at treatment facility

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility.

[62-640.880(4)]

9. The permittee shall be responsible for proper treatment, management, use, and land application of residuals accepted from source facilities. *[62-640.880(1)(a)]*

10. The permittee shall enter into a written agreement with each source facility that it intends to receive biosolids from. The agreement shall address the quality and quantity of the biosolids accepted by the permittee. The agreement shall include a statement, signed by the permittee, as to the availability of sufficient permitted capacity to receive the biosolids from the source facility, and indicating that the permittee will continue to operate in compliance with the requirements of its permit. The agreement shall also address responsibility during transport of biosolids between the facilities. The permittee shall submit a copy of this agreement to the District Office at least 30 days before transporting biosolids from the source facility to the permittee. *[62-640.880(1)(c)]*

B. Treatment and Monitoring Requirements

1. The permittee may produce Class AA biosolids.

2. The permittee shall achieve Class A pathogen reduction by meeting the pathogen reduction requirements in section 503.32(a)(7) (Use of PFRP (Processes to Further Reduce Pathogens)-Heat Drying) of Title 40 CFR Part 503. *[62-640.600(1)(a)]*

3. The permittee shall achieve vector attraction reduction by meeting the vector attraction reduction requirements in section 503.33(b)(8) (Reduce moisture content of biosolids to at least 90 Percent) of Title 40 CFR Part 503. *[62-640.600(2)(a)]*

4. Temperature and percent solids shall be routinely monitored to demonstrate compliance with pathogen and vector attraction reduction requirements specified in Rule 62-640.600, F.A.C. *[62-640.650(3)(a)2]*

5. Treatment of liquid biosolids or septage for the purpose of meeting the pathogen reduction or vector attraction reduction requirements set forth in Rule 62-640.600, F.A.C., shall not be conducted in the tank of a hauling vehicle. Treatment of biosolids or septage for the purpose of meeting pathogen reduction or vector attraction reduction requirements shall take place at the permitted facility. *[62-640.400(7)]*

6. Biosolids shall be limited and monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report in accordance with Permit Condition I.2. Biosolids shall not be distributed and marketed if a single sample result or the monthly average of sample results for any parameter exceeds the following Class AA parameter concentrations:

			Residuals Limitations		Monitoring Requirements		
Parameter	Units	Max/ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Nitrogen, Sludge, Tot, Dry Wt (as N)	percent	Max	Report	Monthly Average	Monthly	Grab	RMP-AA
Phosphorus, Sludge, Tot, Dry Wt (as P)	percent	Max	Report	Monthly Average	Monthly	Grab	RMP-AA
Potassium, Sludge, Tot, Dry Wt (as K)	percent	Max	Report	Monthly Average	Monthly	Grab	RMP-AA
Arsenic Total, Dry Weight, Sludge	mg/kg	Max Max	41.0 75.0	Monthly Average Single Sample	Monthly	Composite	RMP-AA
Cadmium, Sludge, Tot, Dry Weight (as Cd)	mg/kg	Max Max	39.0 85.0	Monthly Average Single Sample	Monthly	Composite	RMP-AA
Copper, Sludge, Tot, Dry Wt. (as Cu)	mg/kg	Max Max	1500.0 4300.0	Monthly Average Single Sample	Monthly	Composite	RMP-AA

			Residuals Limitations		Monitoring Requirements		
Parameter	Units	Max/ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Lead, Dry Weight, Sludge	mg/kg	Max Max	300.0 840.0	Monthly Average Single Sample	Monthly	Composite	RMP-AA
Mercury, Dry Weight, Sludge	mg/kg	Max Max	17.0 57.0	Monthly Average Single Sample	Monthly	Composite	RMP-AA
Molybdenum, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Monthly	Composite	RMP-AA
Nickel, Dry Weight, Sludge	mg/kg	Max Max	420.0 420.0	Monthly Average Single Sample	Monthly	Composite	RMP-AA
Selenium Sludge Solid	mg/kg	Max Max	100.0 100.0	Monthly Average Single Sample	Monthly	Composite	RMP-AA
Zinc, Dry Weight, Sludge	mg/kg	Max Max	2800.0 7500.0	Monthly Average Single Sample	Monthly	Composite	RMP-AA
pH	s.u.	Max Max	Report Report	Monthly Average Single Sample	Monthly	Grab	RMP-AA
Solids, Total, Sludge, Percent	percent	Max Max	Report Report	Monthly Average Single Sample	Monthly	Grab	RMP-AA
Coliform, Fecal	MPN/g	Max	1000.0	Single Sample	Monthly	Grab	RMP-AA
Salmonella Sludge	MPN/4g	Max	3.0	Single Sample	Monthly	Grab	RMP-AA

*Either the fecal coliform limit or Salmonella sp. limit must be met.
**Note, monthly averages of parameter concentrations shall be determined by taking the arithmetic mean of all sample results for the month

[62-640.650(1), 62-640.650(3)(a) and (e), 62-640.700(1), and 62-640.850(3)]

7. Residuals samples shall be taken at the monitoring site locations listed in Permit Condition II.B.6 and as described below:

Monitoring Site Number	Description of Monitoring Site
RMP-AA	Final fertilizer product

8. Sampling and analysis shall be conducted in accordance with 40 CFR Part 503.8 and the U.S. Environmental Protection Agency publication - POTW Sludge Sampling and Analysis Guidance Document, August 1989. In cases where conflicts exist between 40 CFR 503.8 and the POTW Sludge Sampling and Analysis Guidance Document, the requirements in 40 CFR Part 503.8 will apply. *[62-640.650(3)(a)1]*

9. All samples shall be representative and shall be taken after final treatment of the biosolids but before land application or distribution and marketing. *[62-640.650(3)(a)5]*

C. Distribution and Marketing

1. Only biosolids or biosolids products that meet Class AA standards and are either registered as a fertilizer or enrolled and certified under the U.S. Composting Council's Seal of Testing Assurance (USCC STA) program may be sold or given away in a distribution and marketing program. The distribution and marketing of biosolids shall be conducted in accordance with Chapter 62-640, F.A.C. *[62-640.850]*

2. Within 24 hours of discovering that distributed and marketed biosolids that did not meet the Class AA standards, the permittee shall notify the Department and all persons to whom they delivered or distributed and marketed the Class AA biosolids. *[62-640.650(6)(g)]*

3. The permittee shall make the following information available to users by product labels or other means:

   a. The fertilizer label required by Florida fertilizer law or the equivalent information required by the USCC STA program;

   b. The name and address of the facility or person that produced the Class AA biosolids;

   c. A statement that the biosolids or biosolids product meets the criteria of subsection 62-640.700(5), F.A.C.;

   d. Recommendation that biosolids be applied at a rate that does not exceed crop or plant nutrient needs and;

   e. Recommendations on proper storage of the biosolids or biosolids product prior to use. For distributed quantities of biosolids or biosolids products greater than one dry ton, the recommendations shall include that biosolids may not be stored on property for more than seven days unless stored to prevent runoff of biosolids or stormwater that has been in contact with biosolids, violation of the odor prohibition in subsection 62-296.320(2), F.A.C., and vector attraction.

   [62-640.850(5)]

4. The Class AA biosolids produced by this facility shall not be distributed and marketed in the Lake Okeechobee, St. Lucie River, and Caloosahatchee River watersheds unless the biosolids are registered as a fertilizer under Chapter 576, F.S., and Chapter 5E-1, F.A.C., or distributed and marketed to a person who will sell or give away the biosolids as a fertilizer or as a component in a fertilizer product under Chapter 576, F.S., and Chapter 5E-1, F.A.C. *[373.4595, F.S. & 62-640.850(2)]*

III. GROUND WATER REQUIREMENTS

Section III is not applicable to this facility.

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

Section IV is not applicable to this facility.

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the oversight of an operator(s) certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-640, F.A.C., this facility is a Category I, Class AA facility and, at a minimum, operators with appropriate certification must be available to VitAg as follows:

   A Class A operator shall be available to VitAg as a consultant with the contracted oversight responsibility to approve each month the process by which VitAg receives biosolids and stores them prior to the biosolids entering the fertilizer equipment processing train. This Class A Operator will also have the monthly responsibility to sign off on the Discharge Monitoring Report's ("DMR's) and other reports, as required by this permit.

   Sufficient other trained VitAg staff shall be on-site during all regular hours of operation.

B. Operation and Maintenance Performance Report Requirements

1. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. *[62-600.735(1)]*

C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.

   a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;

   b. Copies of all reports required by the permit for at least three years from the date the report was prepared;

   c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;

   d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;

   e. A copy of the current permit;

   f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;

   g. A copy of any required record drawings;

   h. Copies of the licenses of the current certified operators; and

   i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed.

[62-620.350, 62-602.650]

VI. SCHEDULES

1. A collection/transmissions system permit shall be permitted and constructed prior to submittal of the Department DEP **Form 62-620.910(12), Notification of Completion of Construction for Domestic Wastewater Facilities.**

2. A Facility Biosolids Storage Plan shall be submitted prior to submittal of the Department DEP **Form 62-620.910(12), Notification of Completion of Construction for Domestic Wastewater Facilities.** *[62-640.300(4)]*

3. An example of a standard agreement, to meet the requirements of Condition II.A.10 of this permit, shall be submitted to the Department for review and approval prior to submittal of the Department DEP **Form 62-620.910(12), Notification of Completion of Construction for Domestic Wastewater Facilities.** *[62-640.880(1)(c)]*

4. The following improvement actions shall be completed according to the following schedule:

Improvement Action	Completion Date
1. Begin construction	February 1, 2012
2. End construction	February 1, 2013
3. Operational status attained	February 1, 2013

5. Prior to placing the new facilities into operation or any individual unit processes into operation, for any purpose other than testing for leaks and equipment operation, the permittee shall complete and submit to the Department DEP Form 62-620.910(12), Notification of Completion of Construction for Wastewater Facilities or Activities. *[62-620.410(7)]*

6. Within six months after a facility is placed in operation, the permittee shall provide written certification to the Department on Form 62-620.910(13) that record drawings pursuant to Chapter 62-600, F.A.C., and that an operation and maintenance manual pursuant to Chapters 62-600 and 62-610, F.A.C., as applicable, are available at the location specified on the form. *[62-620.410(6) and 62-620.630(7)]*

7. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:

   a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or

   b. The permittee has made complete the application for renewal of this permit before the permit expiration date.

   [62-620.335(1) - (4)]

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

This facility is not required to have a pretreatment program at this time. *[62-625.500]*

VIII. OTHER SPECIFIC CONDITIONS

1. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. *[62-600.410(8) and 62-640.400(6)]*

2. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*

3. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*

4. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):

   a. Which may cause fire or explosion hazards; or

   b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or

   c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or

d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or

e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

[62-604.130(5)]

5. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-600.400(2)(b)]*

6. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*

7. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*

8. The permittee shall provide verbal notice to the Department's Central District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Central District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitute grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*

3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*

4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*

5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*

6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*

7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*

8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*

9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:

   a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;

   b. Have access to and copy any records that shall be kept under the conditions of this permit;

   c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and

   d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

   [62-620.610(9)]

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*

11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*

12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*

13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*

14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*

15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*

16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*

17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:

    a. A description of the anticipated noncompliance;

    b. The period of the anticipated noncompliance, including dates and times; and

    c. Steps being taken to prevent future occurrence of the noncompliance.

    [62-620.610(17)]

18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.

    a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.

    b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.

    c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.

    d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.

    e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.

    f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

    [62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*

20. The permittee shall report to the Department's Central District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the

noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

a. The following shall be included as information which must be reported within 24 hours under this condition:
   (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
   (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
   (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
   (4) Any unauthorized discharge to surface or ground waters.

b. Oral reports as required by this subsection shall be provided as follows:
   (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Warning Point:
      (a) Name, address, and telephone number of person reporting;
      (b) Name, address, and telephone number of permittee or responsible person for the discharge;
      (c) Date and time of the discharge and status of discharge (ongoing or ceased);
      (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
      (e) Estimated amount of the discharge;
      (f) Location or address of the discharge;
      (g) Source and cause of the discharge;
      (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
      (i) Description of area affected by the discharge, including name of water body affected, if any; and
      (j) Other persons or agencies contacted.
   (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Central District Office within 24 hours from the time the permittee becomes aware of the circumstances.

c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Central District Office shall waive the written report.

[62-620.610(20)]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. *[62-620.610(21)]*

22. Bypass Provisions.

a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.

b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
   (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
   (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
   (3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.

c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.b.(1) through (3) of this permit.

e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit.

[62-620.610(22)]

23. Upset Provisions.

a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
   (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
   (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.

b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
   (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
   (2) The permitted facility was at the time being properly operated;
   (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
   (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.

c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.

d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

For Vivian F. Garfein
Director, Central District

DATE: December 9, 2011

Attachment(s):
Discharge Monitoring Report

APPENDIX D – FDEP CORRESPONDENCE

FW: Meeting

Rick Donohue

Wed 6/1/2016 5:50 PM

To: Martin Shelleys <martin@shelleysseptic.com>;

From: Rush, Kim [mailto:Kim.Rush@dep.state.fl.us]
Sent: Monday, February 22, 2016 3:30 PM
To: Rick Donohue
Cc: Barb Shelley; Eddie Shelleys; Jeff Burnham
Subject: RE: Meeting

Hi Rick,
I'm sorry you were under the weather. Yes, you are correct – we confirmed that the master agreement is all we need; direct hauling will be specifically allowed in the permit.
Thank you,
Kim

Kimberly Rush, P.E.
Permitting and Waste Cleanup
Program Administrator
Florida Department of Environmental Protection
Central District – Orlando
kim.rush@dep.state.fl.us
Office: 407-897-4314

Permitting Consistency Initiative: The Florida Department of Environmental Protection is committed to providing efficient, consistent and quality service to the citizens of Florida. In keeping with these objectives, we are pleased to announce ongoing improvements to our permitting process by standardizing and simplifying our documents. Last fall, the Department began issuing permitting correspondence that is formatted consistently throughout all programs. Although you may receive documents that look slightly different from past correspondence, please be assured that the content continues to be driven by applicable Rules and Statutes. As always, if you have any questions, please contact your local Department office.

From: Rick Donohue [mailto:rdonohue@shelleysseptic.com]
Sent: Monday, February 22, 2016 2:54 PM
To: Rush, Kim <Kim.Rush@dep.state.fl.us>
Cc: Barb Shelley <bshelley@shelleysseptic.com>; Eddie Shelleys <eddie@shelleysseptic.com>; Jeff Burnham <jburnham@anuvianutrients.com>
Subject: Meeting

Kim,

Sorry I missed the meeting last week, but I was home with a fever and you probably didn't want me there anyway.

I'm emailing you to confirm what I was told by our team regarding the need to have Shelley's customer's sign contracts with Anuvia for loads that Shelley's will deliver to Anuvia. What was relayed to me was that a Master Agreement between Shelley's and Anuvia would suffice.

Can you please confirm this?

Thanks in advance.

Rick Donohue
General Manager
Shelley's Environmental Systems

407/889-8042 Office
407/889-4408 Fax



APPENDIX E – MONTHLY REPORTING SAMPLE

SHELLEY'S ENVIRONMENTAL SYSTEMS
VOLUME BY GENERATOR
MARCH 2016

TIME	DRIVER	TICKET #	GENERATOR	TOTAL WEIGHT	TARE WEIGHT	LOAD WEIGHT	Weight in (TONS)	Tons By Generator
3/1/16 9:45 AM	Chad Sword	164244	ABC Generator	70700	29420	41280	20.64	
3/2/16 10:29 AM	Chad Sword	164245	ABC Generator	69420	29500	39920	19.96	
3/2/16 4:51 PM	Chad Sword	164246	ABC Generator	73540	26100	47440	23.72	
3/3/16 9:27 AM	Chad Sword	164247	ABC Generator	68680	25220	43460	21.73	
3/3/16 4:23 PM	Chad Sword	164248	ABC Generator	70600	27720	42880	21.44	
3/4/16 6:18 AM	Chad Sword	164249	ABC Generator	69960	27720	42240	21.12	
3/4/16 12:04 PM	Chad Sword	164250	ABC Generator	57120	29160	27960	13.98	
3/9/16 9:32 AM	Chad Sword	162501	ABC Generator	81220	27720	53500	26.75	
3/9/16 3:05 PM	Chad Sword	162502	ABC Generator	74240	29500	44740	22.37	
3/9/16 6:06 PM	Chad Sword	162503	ABC Generator	74760	26100	48660	24.33	
3/10/16 9:19 AM	Chad Sword	162504	ABC Generator	79280	28620	50660	25.33	
3/10/16 2:15 PM	Chad Sword	162505	ABC Generator	76300	25220	51080	25.54	
3/10/16 6:02 PM	Chad Sword	162506	ABC Generator	75760	29200	46560	23.28	
3/11/16 9:41 AM	Chad Sword	162507	ABC Generator	78120	25220	52900	26.45	
3/11/16 1:30 PM	Chad Sword	162508	ABC Generator	72640	29420	43220	21.61	
3/11/16 4:43 PM	Chad Sword	162509	ABC Generator	78460	26100	52360	26.18	
3/13/16 9:55 AM	Chad Sword	162510	ABC Generator	71420	27720	43700	21.85	
3/13/16 12:20 PM	Chad Sword	162511	ABC Generator	71780	29500	42280	21.14	
3/13/16 2:58 PM	Chad Sword	162512	ABC Generator	85120	28160	56960	28.48	
3/14/16 6:30 AM	Chad Sword	162513	ABC Generator	74460	28340	46120	23.06	
3/14/16 8:44 AM	Chad Sword	162514	ABC Generator	70680	29500	41180	20.59	
3/14/16 1:41 PM	Chad Sword	162515	ABC Generator	73880	27720	46160	23.08	
3/15/16 9:41 AM	Chad Sword	162516	ABC Generator	69680	28340	41340	20.67	
3/15/16 4:58 PM	Chad Sword	162517	ABC Generator	70120	29500	40620	20.31	
3/16/16 9:23 AM	Chad Sword	162518	ABC Generator	81160	27720	53440	26.72	
3/16/16 4:13 PM	Chad Sword	162519	ABC Generator	72840	29420	43420	21.71	
3/17/16 8:55 AM	Chad Sword	162520	ABC Generator	76340	25220	51120	25.56	
3/17/16 4:21 PM	Chad Sword	162521	ABC Generator	65880	28340	37540	18.77	
3/18/16 7:31 AM	Chad Sword	162522	ABC Generator	81700	28620	53080	26.54	
3/18/16 11:08 AM	Chad Sword	162523	ABC Generator	71120	29500	41620	20.81	
3/18/16 3:14 PM	Chad Sword	162524	ABC Generator	71420	28340	43080	21.54	
3/19/16 10:06 AM	Chad Sword	162525	ABC Generator	77960	29500	48460	24.23	
3/19/16 2:16 PM	Chad Sword	162526	ABC Generator	74360	29160	45200	22.60	
3/21/16 10:31 AM	Chad Sword	162527	ABC Generator	69660	29500	40160	20.08	
3/21/16 3:37 PM	Chad Sword	162528	ABC Generator	72400	28340	44060	22.03	
3/22/16 9:59 AM	Chad Sword	162529	ABC Generator	81060	27720	53340	26.67	
3/22/16 2:50 PM	Chad Sword	162530	ABC Generator	71240	29420	41820	20.91	
3/25/16 10:45 AM	Chad Sword	162531	ABC Generator	73760	28340	45420	22.71	
3/25/16 2:56 PM	Chad Sword	162532	ABC Generator	75120	26100	49020	24.51	
3/26/16 8:50 AM	Chad Sword	162533	ABC Generator	84540	28160	56380	28.19	
3/26/16 12:13 PM	Chad Sword	162534	ABC Generator	74460	27720	46740	23.37	
3/26/16 3:15 PM	Chad Sword	162535	ABC Generator	75580	29500	46080	23.04	
3/27/16 6:39 AM	Chad Sword	162536	ABC Generator	71880	29420	42460	21.23	
3/28/16 9:13 AM	Chad Sword	162537	ABC Generator	77160	27720	49440	24.72	

SHELLEY'S ENVIRONMENTAL SYSTEMS
VOLUME BY GENERATOR
MARCH 2016

TIME	DRIVER	TICKET #	GENERATOR	TOTAL WEIGHT	TARE WEIGHT	LOAD WEIGHT	Weight in (TONS)	Tons By Generator
3/28/16 1:46 PM	Chad Sword	162538	ABC Generator	75820	26100	49720	24.86	
3/29/16 9:26 AM	Chad Sword	162539	ABC Generator	82560	28620	53940	26.97	
3/29/16 2:05 PM	Chad Sword	162540	ABC Generator	73200	28620	44580	22.29	
3/30/16 8:33 AM	Chad Sword	162541	ABC Generator	78200	27720	50480	25.24	
3/30/16 12:22 PM	Chad Sword	162542	ABC Generator	77000	26100	50900	25.45	
3/31/16 9:30 AM	Chad Sword	162543	ABC Generator	76960	29500	47460	23.73	
3/31/16 1:44 PM	Chad Sword	162544	ABC Generator	68900	28340	40560	20.28	
3/1/16 8:15 AM	Eric Hayes	162273	ABC Generator	72960	31860	41100	20.55	
3/2/16 8:31 AM	Eric Hayes	162274	ABC Generator	85020	29860	55160	27.58	
3/2/16 2:19 PM	Eric Hayes	162275	ABC Generator	74320	32360	41960	20.98	
3/3/16 7:52 AM	Eric Hayes	162276	ABC Generator	70840	34140	36700	18.35	
3/3/16 1:44 PM	Eric Hayes	162277	ABC Generator	71340	33840	37500	18.75	
3/5/16 7:51 AM	Eric Hayes	162278	ABC Generator	77420	32360	45060	22.53	
3/5/16 10:53 AM	Eric Hayes	162280	ABC Generator	80260	33260	47000	23.50	
3/5/16 2:57 PM	Eric Hayes	162279	ABC Generator	79160	32360	46800	23.40	
3/6/16 7:39 AM	Eric Hayes	162281	ABC Generator	89620	29860	59760	29.88	
3/6/16 11:50 AM	Eric Hayes	162282	ABC Generator	71380	33840	37540	18.77	
3/7/16 7:06 AM	Eric Hayes	162283	ABC Generator	71520	34140	37380	18.69	
3/7/16 1:01 PM	Eric Hayes	162284	ABC Generator	68460	32360	36100	18.05	
3/8/16 7:37 AM	Eric Hayes	162285	ABC Generator	71600	34140	37460	18.73	
3/8/16 12:01 PM	Eric Hayes	162286	ABC Generator	73520	30740	42780	21.39	
3/8/16 2:57 PM	Eric Hayes	162287	ABC Generator	73900	33840	40060	20.03	
3/9/16 8:08 AM	Eric Hayes	162288	ABC Generator	68380	29860	38520	19.26	
3/9/16 1:55 PM	Eric Hayes	162289	ABC Generator	74100	32980	41120	20.56	
3/10/16 6:36 AM	Eric Hayes	162436	ABC Generator	76120	33840	42280	21.14	
3/10/16 12:00 PM	Eric Hayes	162437	ABC Generator	73580	34060	39520	19.76	
3/11/16 6:25 AM	Eric Hayes	162438	ABC Generator	77220	32980	44240	22.12	
3/12/16 8:07 AM	Eric Hayes	162439	ABC Generator	78800	32360	46440	23.22	
3/12/16 10:39 AM	Eric Hayes	162440	ABC Generator	69740	33840	35900	17.95	
3/13/16 7:43 AM	Eric Hayes	162441	ABC Generator	89260	32800	56460	28.23	
3/13/16 10:26 AM	Eric Hayes	162442	ABC Generator	76380	33260	43120	21.56	
3/13/16 1:34 PM	Eric Hayes	162443	ABC Generator	73500	33840	39660	19.83	
3/13/16 4:05 PM	Eric Hayes	162444	ABC Generator	75640	33800	41840	20.92	
3/14/16 11:50 AM	Eric Hayes	162445	ABC Generator	71420	27540	43880	21.94	
3/15/16 8:20 AM	Eric Hayes	162446	ABC Generator	71700	33840	37860	18.93	
3/17/16 8:33 AM	Eric Hayes	162448	ABC Generator	86060	32800	53260	26.63	
3/17/16 11:56 AM	Eric Hayes	162449	ABC Generator	77880	30740	47140	23.57	
3/18/16 6:39 AM	Eric Hayes	162450	ABC Generator	68920	32360	36560	18.28	
3/19/16 8:56 AM	Eric Hayes	161381	ABC Generator	91200	32800	58400	29.20	
3/20/16 6:49 AM	Eric Hayes	161382	ABC Generator	77000	29860	47140	23.57	
3/20/16 8:05 AM	Eric Hayes	161383	ABC Generator	76660	30740	45920	22.96	
3/20/16 11:14 AM	Eric Hayes	161384	ABC Generator	73060	32360	40700	20.35	
3/21/16 9:09 AM	Eric Hayes	161385	ABC Generator	88900	32800	56100	28.05	
3/21/16 1:54 PM	Eric Hayes	161386	ABC Generator	76360	30740	45620	22.81	

SHELLEY'S ENVIRONMENTAL SYSTEMS
VOLUME BY GENERATOR
MARCH 2016

TIME	DRIVER	TICKET #	GENERATOR	TOTAL WEIGHT	TARE WEIGHT	LOAD WEIGHT	Weight in (TONS)	Tons By Generator
3/22/16 10:04 AM	Eric Hayes	161387	ABC Generator	68460	29860	38600	19.30	
3/23/16 8:24 AM	Eric Hayes	161388	ABC Generator	70900	32360	38540	19.27	
3/23/16 12:28 PM	Eric Hayes	161389	ABC Generator	74660	32980	41680	20.84	
3/24/16 8:37 AM	Eric Hayes	161390	ABC Generator	80020	32360	47660	23.83	
3/24/16 12:03 PM	Eric Hayes	161391	ABC Generator	74580	33800	40780	20.39	
3/28/16 7:20 AM	Eric Hayes	161392	ABC Generator	91440	32800	58640	29.32	
3/28/16 11:42 AM	Eric Hayes	161393	ABC Generator	75140	32980	42160	21.08	
3/29/16 7:27 AM	Eric Hayes	161394	ABC Generator	92820	32800	60020	30.01	
3/29/16 12:10 PM	Eric Hayes	161469	ABC Generator	74280	34060	40220	20.11	
3/30/16 9:55 AM	Eric Hayes	161470	ABC Generator	79200	29860	49340	24.67	
3/30/16 2:49 PM	Eric Hayes	161471	ABC Generator	71560	32360	39200	19.60	
3/31/16 8:58 AM	Eric Hayes	161472	ABC Generator	80700	33260	47440	23.72	
3/31/16 1:09 PM	Eric Hayes	161899	ABC Generator	73420	34060	39360	19.68	
3/1/16 7:24 AM	Jose Figueroa	160245	ABC Generator	75440	28860	46580	23.29	
3/1/16 3:59 PM	Jose Figueroa	160246	ABC Generator	67980	29900	38080	19.04	
3/2/16 10:41 AM	Jose Figueroa	160247	ABC Generator	79980	29320	50660	25.33	
3/3/16 6:51 AM	Jose Figueroa	160249	ABC Generator	78300	29320	48980	24.49	
3/3/16 1:53 PM	Jose Figueroa	160250	ABC Generator	65120	30120	35000	17.50	
3/4/16 12:54 PM	Jose Figueroa	162197	ABC Generator	82320	25920	56400	28.20	
3/5/16 6:24 AM	Jose Figueroa	162198	ABC Generator	81220	28860	52360	26.18	
3/5/16 9:26 AM	Jose Figueroa	162199	ABC Generator	62000	30200	31800	15.90	
3/5/16 12:53 PM	Jose Figueroa	162200	ABC Generator	67040	30120	36920	18.46	
3/7/16 1:45 PM	Jose Figueroa	162201	ABC Generator	69860	28420	41440	20.72	
3/8/16 7:17 AM	Jose Figueroa	162202	ABC Generator	71680	25920	45760	22.88	
3/8/16 2:41 PM	Jose Figueroa	162203	ABC Generator	67160	30120	37040	18.52	
3/9/16 8:15 AM	Jose Figueroa	162204	ABC Generator	74700	29320	45380	22.69	
3/9/16 1:48 PM	Jose Figueroa	162205	ABC Generator	68020	28420	39600	19.80	
3/10/16 6:29 AM	Jose Figueroa	162206	ABC Generator	70100	30200	39900	19.95	
3/10/16 1:22 PM	Jose Figueroa	162207	ABC Generator	71300	29860	41440	20.72	
3/10/16 5:50 PM	Jose Figueroa	162208	ABC Generator	74920	28420	46500	23.25	
3/11/16 6:25 AM	Jose Figueroa	162209	ABC Generator	71440	30200	41240	20.62	
3/11/16 9:35 AM	Jose Figueroa	162210	ABC Generator	72060	28420	43640	21.82	
3/12/16 6:13 AM	Jose Figueroa	162211	ABC Generator	73080	30200	42880	21.44	
3/12/16 9:25 AM	Jose Figueroa	162212	ABC Generator	68420	30120	38300	19.15	
3/14/16 9:35 AM	Jose Figueroa	162213	ABC Generator	77180	25920	51260	25.63	
3/14/16 2:17 PM	Jose Figueroa	162214	ABC Generator	74960	28420	46540	23.27	
3/15/16 6:51 AM	Jose Figueroa	162215	ABC Generator	80580	28860	51720	25.86	
3/15/16 4:00 PM	Jose Figueroa	162216	ABC Generator	72720	28420	44300	22.15	
3/16/16 9:11 AM	Jose Figueroa	162217	ABC Generator	86400	31940	54460	27.23	
3/16/16 4:06 PM	Jose Figueroa	162218	ABC Generator	73360	29900	43460	21.73	
3/17/16 8:51 AM	Jose Figueroa	162219	ABC Generator	77140	28420	48720	24.36	
3/17/16 4:26 PM	Jose Figueroa	162220	ABC Generator	69140	29860	39280	19.64	
3/18/16 7:38 AM	Jose Figueroa	162221	ABC Generator	80940	28420	52520	26.26	
3/18/16 2:23 PM	Jose Figueroa	162222	ABC Generator	72940	26800	46140	23.07	

SHELLEY'S ENVIRONMENTAL SYSTEMS
VOLUME BY GENERATOR
MARCH 2016

TIME	DRIVER	TICKET #	GENERATOR	TOTAL WEIGHT	TARE WEIGHT	LOAD WEIGHT	Weight in (TONS)	Tons By Generator
3/18/16 6:00 PM	Jose Figueroa	162223	ABC Generator	75420	29320	46100	23.05	
3/19/16 10:38 AM	Jose Figueroa	162224	ABC Generator	70060	28420	41640	20.82	
3/21/16 10:14 AM	Jose Figueroa	162225	ABC Generator	72040	29320	42720	21.36	
3/21/16 4:18 PM	Jose Figueroa	162226	ABC Generator	70200	28420	41780	20.89	
3/22/16 9:56 AM	Jose Figueroa	162227	ABC Generator	71980	30200	41780	20.89	
3/23/16 10:20 AM	Jose Figueroa	162228	ABC Generator	79360	29320	50040	25.02	
3/23/16 4:15 PM	Jose Figueroa	162229	ABC Generator	70620	30320	40300	20.15	
3/24/16 10:10 AM	Jose Figueroa	162230	ABC Generator	78340	30620	47720	23.86	
3/24/16 2:58 PM	Jose Figueroa	162231	ABC Generator	74480	26340	48140	24.07	
3/25/16 10:41 AM	Jose Figueroa	162232	ABC Generator	78020	28840	49180	24.59	
3/25/16 4:07 PM	Jose Figueroa	162233	ABC Generator	78180	30320	47860	23.93	
3/26/16 6:57 AM	Jose Figueroa	162234	ABC Generator	70460	28840	41620	20.81	
3/28/16 10:52 AM	Jose Figueroa	162235	ABC Generator	70980	26340	44640	22.32	
3/29/16 9:47 AM	Jose Figueroa	162236	ABC Generator	69820	30620	39200	19.60	
3/29/16 2:34 PM	Jose Figueroa	162237	ABC Generator	69300	28840	40460	20.23	
3/30/16 7:19 AM	Jose Figueroa	162238	ABC Generator	79960	29280	50680	25.34	
3/30/16 12:10 PM	Jose Figueroa	162239	ABC Generator	77520	29460	48060	24.03	
3/31/16 7:36 AM	Jose Figueroa	162240	ABC Generator	86380	29280	57100	28.55	
3/31/16 4:50 PM	Jose Figueroa	162241	ABC Generator	72240	29160	43080	21.54	
3/2/16 4:46 PM	Jose Laguna	160248	ABC Generator	68300	29860	38440	19.22	
3/11/16 7:22 AM	Mauricio Espinosa	162425	ABC Generator	80020	32180	47840	23.92	
3/26/16 10:21 AM	Mauricio Espinosa	162845	ABC Generator	72760	27860	44900	22.45	
3/26/16 1:23 PM	Mauricio Espinosa	162846	ABC Generator	71780	28140	43640	21.82	
3/26/16 4:41 PM	Mauricio Espinosa	162957	ABC Generator	71920	29800	42120	21.06	
3/15/16 6:57 AM	Rex Pollock	161505	ABC Generator	76420	27960	48460	24.23	
3/15/16 2:24 PM	Rex Pollock	162258	ABC Generator	70260	31900	38360	19.18	
3/1/16 7:03 AM	William Caraballo	162305	ABC Generator	81280	32180	49100	24.55	
3/1/16 12:42 PM	William Caraballo	162324	ABC Generator	69580	29660	39920	19.96	
3/2/16 6:20 AM	William Caraballo	162307	ABC Generator	86040	31720	54320	27.16	
3/2/16 8:50 AM	William Caraballo	162308	ABC Generator	77480	31280	46200	23.10	
3/3/16 6:12 AM	William Caraballo	162309	ABC Generator	87040	31720	55320	27.66	
3/3/16 12:06 PM	William Caraballo	160358	ABC Generator	73320	31900	41420	20.71	
3/4/16 7:01 AM	William Caraballo	162320	ABC Generator	82840	31720	51120	25.56	
3/4/16 1:02 PM	William Caraballo	162321	ABC Generator	73380	29660	43720	21.86	
3/4/16 4:14 PM	William Caraballo	162019	ABC Generator	69820	31900	37920	18.96	
3/6/16 7:37 AM	William Caraballo	162022	ABC Generator	77160	31720	45440	22.72	
3/6/16 10:26 AM	William Caraballo	162021	ABC Generator	78880	32180	46700	23.35	
3/7/16 6:14 AM	William Caraballo	162020	ABC Generator	72880	29660	43220	21.61	
3/7/16 8:39 AM	William Caraballo	162071	ABC Generator	79360	32180	47180	23.59	
3/7/16 2:58 PM	William Caraballo	162325	ABC Generator	68840	31900	36940	18.47	
3/8/16 6:50 AM	William Caraballo	162323	ABC Generator	83160	31720	51440	25.72	
3/16/16 12:19 PM	William Caraballo	162322	ABC Generator	85580	31720	53860	26.93	
3/16/16 5:37 PM	William Caraballo	162042	ABC Generator	69960	31900	38060	19.03	
3/17/16 8:45 AM	William Caraballo	162060	ABC Generator	80720	32180	48540	24.27	

SHELLEY'S ENVIRONMENTAL SYSTEMS
VOLUME BY GENERATOR
MARCH 2016

TIME	DRIVER	TICKET #	GENERATOR	TOTAL WEIGHT	TARE WEIGHT	LOAD WEIGHT	Weight in (TONS)	Tons By Generator
3/17/16 2:26 PM	William Caraballo	160336	ABC Generator	87680	34800	52880	26.44	
3/18/16 7:02 AM	William Caraballo	160338	ABC Generator	89300	31720	57580	28.79	
3/18/16 11:54 AM	William Caraballo	160339	ABC Generator	70320	28780	41540	20.77	
3/18/16 4:06 PM	William Caraballo	160340	ABC Generator	71320	32760	38560	19.28	
3/20/16 8:00 AM	William Caraballo	162317	ABC Generator	75720	33060	42660	21.33	
3/20/16 10:59 AM	William Caraballo	162315	ABC Generator	72020	32980	39040	19.52	
3/21/16 1:35 PM	William Caraballo	162316	ABC Generator	68020	28780	39240	19.62	
3/21/16 5:53 PM	William Caraballo	162311	ABC Generator	71300	32760	38540	19.27	
3/22/16 7:30 AM	William Caraballo	162314	ABC Generator	84260	31720	52540	26.27	
3/22/16 12:52 PM	William Caraballo	162312	ABC Generator	71700	32720	38980	19.49	
3/23/16 6:47 AM	William Caraballo	162313	ABC Generator	76700	31720	44980	22.49	
3/23/16 11:18 AM	William Caraballo	162319	ABC Generator	71720	31280	40440	20.22	
3/23/16 3:51 PM	William Caraballo	162318	ABC Generator	79320	29660	49660	24.83	
3/24/16 7:53 AM	William Caraballo	162310	ABC Generator	91940	31720	60220	30.11	
3/24/16 11:23 AM	William Caraballo	162053	ABC Generator	76840	32180	44660	22.33	
3/24/16 4:01 PM	William Caraballo	162061	ABC Generator	72240	31280	40960	20.48	
3/25/16 10:38 AM	William Caraballo	162051	ABC Generator	93200	31720	61480	30.74	
3/25/16 2:37 PM	William Caraballo	162050	ABC Generator	77540	33060	44480	22.24	
3/25/16 5:46 PM	William Caraballo	162049	ABC Generator	80040	28780	51260	25.63	
3/27/16 9:09 AM	William Caraballo	162070	ABC Generator	89520	31720	57800	28.90	
3/27/16 1:47 PM	William Caraballo	162067	ABC Generator	74960	33060	41900	20.95	
3/28/16 10:58 AM	William Caraballo	160337	ABC Generator	76560	32180	44380	22.19	
3/28/16 3:10 PM	William Caraballo	162062	ABC Generator	78220	32760	45460	22.73	
3/29/16 9:55 AM	William Caraballo	162056	ABC Generator	71840	32720	39120	19.56	
3/29/16 2:45 PM	William Caraballo	162055	ABC Generator	72980	32720	40260	20.13	
3/30/16 8:28 AM	William Caraballo	162052	ABC Generator	74560	33060	41500	20.75	
3/30/16 12:59 PM	William Caraballo	162054	ABC Generator	73120	32760	40360	20.18	
3/31/16 8:49 AM	William Caraballo	162066	ABC Generator	82040	28780	53260	26.63	
3/31/16 1:23 PM	William Caraballo	162065	ABC Generator	73560	31280	42280	21.14	
3/31/16 5:43 PM	William Caraballo	162064	ABC Generator	73200	32760	40440	20.22	4,652.73
3/19/16 8:48 AM	Mark Masters	161506	ABC Generator -Can	67500	40800	26700	13.35	
3/1/16 7:32 AM	Bill McAdoo	161091	ABC Generator -Can	70200	40800	29400	14.70	
3/1/16 12:19 PM	Bill McAdoo	161094	ABC Generator -Can	73260	40800	32460	16.23	
3/2/16 9:09 AM	Bill McAdoo	161095	ABC Generator -Can	69480	40800	28680	14.34	
3/4/16 9:11 AM	Bill McAdoo	161098	ABC Generator -Can	68200	40800	27400	13.70	
3/7/16 9:35 AM	Bill McAdoo	161101	ABC Generator -Can	69540	40800	28740	14.37	
3/7/16 9:37 AM	Bill McAdoo	161102	ABC Generator -Can	71220	40800	30420	15.21	
3/7/16 5:28 PM	Bill McAdoo	161104	ABC Generator -Can	68660	40800	27860	13.93	
3/9/16 10:02 AM	Bill McAdoo	161106	ABC Generator -Can	73840	40800	33040	16.52	
3/10/16 7:51 AM	Bill McAdoo	161108	ABC Generator -Can	68540	40800	27740	13.87	
3/11/16 9:02 AM	Bill McAdoo	161111	ABC Generator -Can	68520	40800	27720	13.86	
3/12/16 3:50 PM	Bill McAdoo	161116	ABC Generator -Can	69440	40800	28640	14.32	
3/12/16 3:52 PM	Bill McAdoo	161114	ABC Generator -Can	70880	40800	30080	15.04	
3/15/16 10:02 AM	Bill McAdoo	161123	ABC Generator -Can	71060	40800	30260	15.13	

SHELLEY'S ENVIRONMENTAL SYSTEMS
VOLUME BY GENERATOR
MARCH 2016

TIME	DRIVER	TICKET #	GENERATOR	TOTAL WEIGHT	TARE WEIGHT	LOAD WEIGHT	Weight in (TONS)	Tons By Generator
3/16/16 7:10 AM	Bill McAdoo	161127	ABC Generator -Can	71120	40800	30320	15.16	
3/17/16 9:55 AM	Bill McAdoo	161131	ABC Generator -Can	68460	40800	27660	13.83	
3/18/16 7:25 AM	Bill McAdoo	161134	ABC Generator -Can	67340	40800	26540	13.27	
3/21/16 9:47 AM	Bill McAdoo	161136	ABC Generator -Can	68120	40800	27320	13.66	
3/22/16 9:25 AM	Bill McAdoo	162873	ABC Generator -Can	67560	40800	26760	13.38	
3/23/16 8:51 AM	Bill McAdoo	161150	ABC Generator -Can	71220	40800	30420	15.21	
3/24/16 9:04 AM	Bill McAdoo	161139	ABC Generator -Can	66880	40800	26080	13.04	
3/25/16 8:16 AM	Bill McAdoo	161142	ABC Generator -Can	66060	40800	25260	12.63	
3/28/16 9:25 AM	Bill McAdoo	161143	ABC Generator -Can	65560	40800	24760	12.38	
3/28/16 9:26 AM	Bill McAdoo	161144	ABC Generator -Can	67460	40800	26660	13.33	
3/29/16 10:01 AM	Bill McAdoo	161149	ABC Generator -Can	64880	40800	24080	12.04	
3/30/16 8:36 AM	Bill McAdoo	161155	ABC Generator -Can	65160	40800	24360	12.18	
3/31/16 9:19 AM	Bill McAdoo	161156	ABC Generator -Can	67020	40800	26220	13.11	377.79
3/2/16 7:21 AM	Darrell	252670	ABC Generator -Can	68480	42000	26480	13.24	
3/4/16 7:44 AM	Darrell	252695	ABC Generator -Can	64500	42800	21700	10.85	
3/7/16 7:58 AM	Darrell	252719	ABC Generator -Can	70220	43000	27220	13.61	
3/9/16 7:42 AM	Darrell	252754	ABC Generator -Can	69340	42880	26460	13.23	
3/11/16 7:36 AM	Darrell	252781	ABC Generator -Can	64080	42800	21280	10.64	
3/14/16 9:15 AM	Darrell	252801	ABC Generator -Can	70480	42800	27680	13.84	
3/16/16 7:57 AM	Darrell	252836	ABC Generator -Can	71700	43140	28560	14.28	
3/18/16 7:35 AM	Darrell	252859	ABC Generator -Can	60180	42920	17260	8.63	
3/21/16 7:44 AM	Darrell	252870	ABC Generator -Can	68700	43040	25660	12.83	
3/23/16 7:43 AM	Darrell	252900	ABC Generator -Can	70660	42800	27860	13.93	
3/25/16 8:09 AM	Darrell	252924	ABC Generator -Can	63240	42800	20440	10.22	
3/28/16 11:21 AM	Darrell	252939	ABC Generator -Can	70280	43440	26840	13.42	
3/30/16 9:19 AM	Darrell	252970	ABC Generator -Can	66760	43200	23560	11.78	160.50

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, Central District, 3319 Maguire Boulevard Suite 232, Orlando, Fl 32803-3767

PERMITTEE NAME: Shelley's Septic Tanks, Inc
MAILING ADDRESS: 104 East Ponkan Rd
Apopka, Fl. 32712

PERMIT NUMBER **FLA016177**

LIMIT Final REPORT: Monthly
CLASS SIZE N/A GROUP: Domestic

FACILITY: Shelley's Septic BTF
LOCATION: 6506 West Jones Avenue
Zellwood, Fl

MONITORING GROUP NUMBER RMP-A1
MONITORING GROUP DESC: Class AA Pasteurization
NO DISCHARGE FROM SITE:

COUNTY: Orange

MONITORING PERIOD From: March 1, 2016 To March 31, 2016

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Sludge, Tot. Dry Wt (as N)	Sample Measurement	1.85							0	Monthly	Grab
PARM Code 78470 + Mon.Site No. RMP-6	Permit Requirement	Report (Max.)		PER-CENT						Monthly	Grab
Phosphorus, Sludge, Tot, Dry Wt (as P)	Sample Measurement	0.67							0	Monthly	Grab
PARM Code 78478 + Mon.Site No. RMP-6	Permit Requirement	Report (Max.)		PER-CENT						Monthly	Grab
Potassium, Sludge, Tot, Dry Wt (as K)	Sample Measurement	0.333							0	Monthly	Grab
PARM Code 78472 + Mon.Site No. RMP-6	Permit Requirement	Report (Max.)		PER-CENT						Monthly	Grab
Arsenic Total, Dry Weight, Sludge	Sample Measurement				2.31	2.31		MG/KG	0	Monthly	Composite
PARM Code 49565 + Mon.Site No. RMP-6	Permit Requirement				41.0 (Mo. Avg.)	75.0 (Max.)		MG/KG		Monthly	Composite
Cadmium, Sludge, Tot, Dry Weight (as Cd	Sample Measurement				0.000100U	0.000100U		MG/KG	0	Monthly	Composite
PARM Code 78476 + Mon.Site No. RMP-6	Permit Requirement				39.0 (Mo. Avg.)	85.0 (Max.)		MG/KG		Monthly	Composite
Copper, Sludge, Tot, Dry Wt. (as Cu)	Sample Measurement				30.8	30.8		MG/KG	0	Monthly	Composite
PARM Code 78475 + Mon.Site No. RMP-6	Permit Requirement				1500.0 (Mo. Avg.)	4300.0 (An. Avg.)		MG/KG		Monthly	Composite

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein: and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (YY/MM/DD)
J. David Shelley, Jr. President		407-889-8042	16/04/13

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY NAME: Shelley's Septic BTF

MONITORING GROUP NUMBER: RMP-AA PERMIT NUMBER: **FLA016177**

MONITORING PERIOD From: March 1, 2016 To March 31, 2016

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Lead, Dry Weight, Sludge	Sample Measurement				3.68	3.68		MG/KG	0	Monthly	Composite
PARM Code 78468 + Mon.Site No. RMP-6	Permit Requirement				300.0 (Mo. Avg.)	840.0 (Max.)		MG/KG		Monthly	Composite
Mercury, Dry Weight, Sludge	Sample Measurement				0.0500U	0.0500U		MG/KG	0	Monthly	Composite
PARM Code 78471 + Mon.Site No. RMP-6	Permit Requirement				17.0 (Mo. Avg.)	57.0 (Max.)		MG/KG		Monthly	Composite
Molybdenum, Dry Weight, Sludge	Sample Measurement				3.33			MG/KG	0	Monthly	Composite
PARM Code 78465 + Mon.Site No. RMP-6	Permit Requirement				75.0 (Max.)			MG/KG		Monthly	Composite
Nickel, Dry Weight, Sludge	Sample Measurement				4.83	4.83		MG/KG	0	Monthly	Composite
PARM Code 78469 + Mon.Site No. RMP-6	Permit Requirement				420.0 (Mo. Avg.)	420.0 (Max.)		MG/KG		Monthly	Composite
Selenium Sludge Solid	Sample Measurement				0.000100U	0.000100U		MG/KG	0	Monthly	Composite
PARM Code 61518 + Mon.Site No. RMP-6	Permit Requirement				100.0 (Mo. Avg.)	100.0 (Max.)		MG/KG		Monthly	Composite
Zinc, Dry Weight,Sludge	Sample Measurement				160.00	160.00		MG/KG	0	Monthly	Composite
PARM Code 78467 + Mon.Site No. RMP-6	Permit Requirement				2800.0 (Mo. Avg.)	7500 (Max.)		MG/KG		Monthly	Composite
pH	Sample Measurement				12.80	12.80		SU	0	Monthly	Grab
PARM Code 00400 + Mon.Site No. RMP-6	Permit Requirement				Report (Mo. Avg.)	Report (Max.)		SU		Monthly	Grab
Solids, Total, Sludge, Percent	Sample Measurement				40.00	40.00		PER-CENT	0	Monthly	Grab
PARM Code 61553 + Mon.Site No. RMP-6	Permit Requirement				Report (Mo. Avg.)	Report (Max.)		PER-CENT		Monthly	Grab
Coliform, Fecal	Sample Measurement	3.27 U		MPN/G					0	Monthly	Grab
PARM Code 74055 + Mon.Site No. RMP-6	Permit Requirement	< 1000.0 (Max.)		MPN/G						Monthly	Grab
Salmonella Sludge	Sample Measurement									Semiannually	Grab
PARM Code 71204 + Mon.Site No. RMP-6	Permit Requirement	< 3.0 (Max.)		MPN/4G						Semiannually	Grab

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, Central District, 3319 Maguire Boulevard Suite 232, Orlando, Fl 32803-3767

PERMITTEE NAME: Shelley's Septic Tanks, Inc
MAILING ADDRESS: 104 East Ponkan Rd
Apopka, Fl. 32712

PERMIT NUMBER **FLA016177**

LIMIT Final
CLASS SIZE N/A
REPORT: Monthly
GROUP: Domestic

FACILITY: Shelley's Septic BTF
LOCATION: 6506 West Jones Avenue
Zellwood, Fl

MONITORING GROUP NUMBER RMP-Q
MONITORING GROUP DESC: Biosolids Quanity
RE-SUBMITTED DMR
NO DISCHARGE FROM SITE:

COUNTY: Orange

MONITORING PERIOD From: March 1, 2016 To March 31, 2016

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quanity (Received)	Sample Measurement	2045		dry tons					0	Monthly	Calculated
PARM Code B0002 + Mon. Site No. RMP-R	Permit Requirement		Report (Mo. Total)	dry tons						Monthly	Calculated
Biosolids Quanity (Distributed & Marketed in Fl.)	Sample Measurement	3737		dry tons					0	Monthly	Calculated
PARM Code B0004 + Mon. Site No. RMP-DMF	Permit Requirement		Report (Mo. Total)	dry tons						Monthly	Calculated
Biosolids Quanity (Distributed & Marketed outside Fl.)	Sample Measurement		0	dry tons					0	Monthly	Calculated
PARM Code B0005 + Mon. Site No. RMP-DMO	Permit Requirement		Report (Mo. Total)	dry tons						Monthly	Calculated
Class B Biosolids Quanity (Land-Applied)	Sample Measurement		0	dry tons					0	Monthly	Calculated
PARM Code B0006 + Mon. Site No. RMP-LB	Permit Requirement		Report (Mo. Total)	dry tons						Monthly	Calculated
Class A Biosolids Quanity (Land-Applied)	Sample Measurement		0	dry tons					0	Monthly	Calculated
PARM Code B0006 + Mon. Site No. RMP-LA	Permit Requirement		Report (Mo. Total)	dry tons						Monthly	Calculated
Biosolids Quanity (Transfered)	Sample Measurement		0	dry tons					0	Monthly	Calculated
PARM Code B0007 + Mon. Site No. RMP-LF	Permit Requirement		Report (Mo. Total)	dry tons						Monthly	Calculated
Biosolids Quanity (Landfilled)	Sample Measurement		0	dry tons					0	Monthly	Calculated
PARM Code B0008 + Mon. Site No. RMP-T	Permit Requirement		Report (Mo. Total)	dry tons						Monthly	Calculated
Biosolids Quanity (Used as a Biofuel or for Bioenergy)	Sample Measurement		0	dry tons					0	Monthly	Calculated
PARM Code B0009 + Mon. Site No. RMPBF	Permit Requirement		Report (Mo. Total)	dry tons						Monthly	Calculated

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein: and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (YY/MM/DD)
J. David Shelley, Jr. President		407-889-8042	16/04/13

RESIDUALS STABILIZATION REPORT (RSR)

Permit Number:	FLA 016177 - Shelley's RMF	Bin#	1
Month / Year	March-16	Treated Volume (Tons)	1968.00

Day of Month stabilization begins	Volume of Residules Treated (Tons)	Quanity of Lime Added (lbs)	Time of Initial ph and Temp.	Initial Temp Celsius	Initial pH	Time & Temp (°C)		pH Reading after (2) Hours		pH Reading after (24) Hours	
						Time of final reading	Temprature	pH	time	pH	time
1											
2											
3	328.00	5212	1045	67.4	12.47	1230	68.1	12.41	1245		
4										12.39	1045
5											
6											
7											
8											
9	328.00	5212	1030	67.3	12.48	1215	68.1	12.43	1230		
10										12.40	1030
11											
12											
13											
14	328.00	5212	1430	67.4	12.45	1615	68.1	12.42	1630		
15										12.38	1430
16											
17	328.00	5212	1230	67.5	12.46	1415	68.1	12.42	1430		
18										12.39	1230
19											
20											
21											
22	328.00	5212	1300	67.6	12.39	1445	68.3	12.36	1500		
23										12.36	1300
24											
25											
26	328.00	5212	1115	67.5	12.48	1300	68.0	12.43	1315		
27										12.4	1115
28											
29											
30											
31											
Total	1968.00	31272									
Average	328.00	5212		67.5	12.46		68.1	12.4		12.4	
Minimun	328.00	5212		67.3	12.39		68.0	12.4		12.4	

PLANT STAFFING:

Day Shift Operator	Class:	C	Certificate No:	14012	Name:	James Hodge
Evening Shift Operator	Class:		Certificate No:		Name:	
Night Shift Operator	Class:		Certificate No:		Name:	
Lead Operator	Class:	A	Certificate No:	14191	Name:	Edward Smith

RESIDUALS STABILIZATION REPORT (RSR)

Permit Number:	FLA 016177 - Shelley's RMF	Bin#	2
Month / Year	March-16	Treated Volume (Tons)	1968.00

Day of Month stabilization begins	Volume of Residules Treated (Tons)	Quanity of Lime Added (lbs)	Time of Initial ph and Temp.	Initial Temp Celsius	Initial pH	Time & Temp (°C)		pH Reading after (2) Hours		pH Reading after (24) Hours	
						Time of final reading	Temprature	pH	time	pH	time
1											
2											
3	328.00	5212	1400	67.5	12.53	1545	68.3	12.46	1600		
4										12.42	1400
5											
6											
7											
8											
9											
10	328.00	5212	1130	67.5	12.46	1310	68.1	12.4	1330		
11										12.40	1130
12											
13											
14											
15	328.00	5212	1000	67.5	12.46	1150	68.0	12.44	1200		
16										12.43	1000
17	328.00	5212	1540	67.7	12.47	1730	68.3	12.45	1740		
18										12.42	1540
19											
20											
21											
22											
23	328.00	5212	1030	67.5	12.48	1210	68.1	12.45	1230		
24										12.40	1030
25											
26											
27											
28	328.00	5212	1045	67.4	12.46	1230	68.3	12.42	1245		
29										12.39	1045
30											
31											
Total	1968.00	31272									
Average	328.00	5212		67.5	12.48		68.2	12.4		12.4	
Minimun	328.00	5212		67.4	12.46		68.0	12.4		12.4	

PLANT STAFFING:

Day Shift Operator	Class:	C	Certificate No:	14012	Name:	James Hodge
Evening Shift Operator	Class:		Certificate No:		Name:	
Night Shift Operator	Class:		Certificate No:		Name:	
Lead Operator	Class:	A	Certificate No:	14191	Name:	Edward Smith

RESIDUALS STABILIZATION REPORT (RSR)

Permit Number:	FLA 016177 - Shelley's RMF	Bin#	3
Month / Year	March-16	Treated Volume (Tons)	1968.00

Day of Month stabilization begins	Volume of Residules Treated (Tons)	Quanity of Lime Added (lbs)	Time of Initial ph and Temp.	Initial Temp Celsius	Initial pH	Time & Temp (°C)		pH Reading after (2) Hours		pH Reading after (24) Hours	
						Time of final reading	Temprature	pH	time	pH	time
1	328.00	5212	1230	67.4	12.47	1415	68.1	12.41	1430		
2										12.37	1230
3											
4	328.00	5212	845	67.3	12.48	1040	68.1	12.43	1045		
5										12.42	845
6											
7											
8											
9											
10	328.00	5212	1545	67.7	12.47	1730	68.3	12.43	1745		
11										12.4	1545
12											
13											
14											
15											
16											
17											
18	328.00	5212	1020	67.4	12.53	1205	68.1	12.46	1220		
19										12.44	1020
20											
21											
22											
23	328.00	5212	1330	67.7	12.44	1515	68.3	12.41	1530		
24										12.38	1330
25											
26											
27											
28											
29	328.00	5212	1030	67.2	12.49	1215	67.9	12.44	1230		
30										12.43	1030
31											
Total	1968.00	31272									
Average	328.00	5212		67.5	12.48		68.1	12.4		12.4	
Minimun	328.00	5212		67.2	12.44		67.9	12.4		12.4	

PLANT STAFFING:

Day Shift Operator	Class:	C	Certificate No:	14012	Name:	James Hodge
Evening Shift Operator	Class:		Certificate No:		Name:	
Night Shift Operator	Class:		Certificate No:		Name:	
Lead Operator	Class:	A	Certificate No:	14191	Name:	Edward Smith

RESIDUALS STABILIZATION REPORT (RSR)

Permit Number:	FLA 016177 - Shelley's RMF	Bin#	4
Month / Year	March-16	Treated Volume (Tons)	1967.00

Day of Month stabilization begins	Volume of Residules Treated (Tons)	Quanity of Lime Added (lbs)	Time of Initial ph and Temp.	Initial Temp Celsius	Initial pH	Time & Temp (°C)		pH Reading after (2) Hours		pH Reading after (24) Hours	
						Time of final reading	Temprature	pH	time	pH	time
1	281.00	4465.09	1445	67.6	12.51	1640	68.1	12.45	1645		
2										12.42	1445
3											
4	281.00	4465.09	1045	67.4	12.49	1230	68.3	12.43	1245		
5										12.4	1045
6											
7											
8											
9											
10											
11	281.00	4465.09	845	67.4	12.46	1050	68.0	12.41	1045		
12										12.38	845
13											
14											
15	281.00	4465.09	1620	67.5	12.44	1810	68.2	12.41	1830		
16										12.38	1630
17											
18	281.00	4465.09	1130	67.5	12.50	1315	68.3	12.46	1330		
19										12.43	1130
20											
21											
22											
23											
24	281.00	4465.09	1030	67.4	12.50	1210	68.0	12.43	1230		
25										12.39	1030
26											
27											
28											
29	281.00	4465.09	1340	67.5	12.48	1530	68.1	12.42	1540		
30										12.4	1345
31											
Total	1967.00	31256									
Average	281.00	4465		67.5	12.48		68.1	12.4		12.4	
Minimun	281.00	4465		67.4	12.44		68.0	12.4		12.4	

PLANT STAFFING:

Day Shift Operator	Class:	C	Certificate No:	14012	Name:	James Hodge
Evening Shift Operator	Class:		Certificate No:		Name:	
Night Shift Operator	Class:		Certificate No:		Name:	
Lead Operator	Class:	A	Certificate No:	14191	Name:	Edward Smith

RESIDUALS STABILIZATION REPORT (RSR)

Permit Number:	FLA 016177 - Shelley's RMF	Bin#	6
Month / Year	March-16	Treated Volume (Tons)	1967.00

Day of Month stabilization begins	Volume of Residules Treated (Tons)	Quanity of Lime Added (lbs)	Time of Initial ph and Temp.	Initial Temp Celsius	Initial pH	Time & Temp (°C)		pH Reading after (2) Hours		pH Reading after (24) Hours	
						Time of final reading	Temprature	pH	time	pH	time
1	281.00	4465.09	1630	67.5	12.50	1810	68.0	12.46	1830		
2										12.42	1630
3											
4	281.00	4465.09	1445	67.7	12.45	1640	68.3	12.4	1645		
5										12.38	1445
6											
7											
8											
9											
10											
11	281.00	4465.09	1130	67.4	12.48	1315	68.1	12.42	1330		
12										12.41	1130
13											
14											
15											
16	281.00	4465.09	1000	67.4	12.51	1150	68.1	12.46	1200		
17										12.44	1000
18	281.00	4465.09	1430	67.8	12.47	1610	68.3	12.42	1630		
19										12.38	1430
20											
21											
22											
23											
24	281.00	4465.09	1215	67.5	12.47	1400	68.1	12.45	1415		
25										12.43	1215
26											
27											
28											
29	281.00	4465.09	1615	67.6	12.45	1800	68.2	12.43	1815		
30										12.39	1615
31											
Total	1967	31256									
Average	281	4465		67.6	12.48		68.2	12.4		12.4	
Minimun	281	4465		67.4	12.45		68.0	12.4		12.4	

PLANT STAFFING:

Day Shift Operator	Class:	C	Certificate No:	14012	Name:	James Hodge
Evening Shift Operator	Class:		Certificate No:		Name:	
Night Shift Operator	Class:		Certificate No:		Name:	
Lead Operator	Class:	A	Certificate No:	14191	Name:	Edward Smith

RESIDUALS STABILIZATION REPORT (RSR)

Permit Number:	FLA 016177 - Shelley's RMF	Bin#	7
Month / Year	March-16	Treated Volume (Tons)	1967.00

Day of Month stabilization begins	Volume of Residules Treated (Tons)	Quanity of Lime Added (lbs)	Time of Initial ph and Temp.	Initial Temp Celsius	Initial pH	Time & Temp (°C)		pH Reading after (2) Hours		pH Reading after (24) Hours	
						Time of final reading	Temprature	pH	time	pH	time
1											
2	281.00	4465.09	840	67.3	12.51	1030	67.9	12.47	1040		
3										12.43	840
4											
5	281.00	4465.09	1020	67.2	12.49	1210	67.9	12.46	1220		
6										12.42	1030
7											
8											
9											
10											
11	281.00	4465.09	1500	67.5	12.48	1645	68.1	12.43	1700		
12										12.4	1500
13											
14											
15											
16	281.00	4465.09	1140	67.3	12.48	1340	68.2	12.44	1345		
17										12.43	1140
18											
19	281.00	4465.09	1100	67.3	12.48	1350	68.1	12.43	1300		
20										12.4	1100
21											
22											
23											
24	281.00	4465.09	1425	67.7	12.49	1610	68.3	12.44	1625		
25										12.44	1425
26											
27											
28											
29											
30	281.00	4465.09	1000	67.4	12.48	1150	68.0	12.45	1200		
31										12.42	1000
Total	1967.00	31256									
Average	281.00	#DIV/0!		67.4	12.49		68.1	12.4		12.4	
Minimun	281.00	4465		67.2	12.48		67.9	12.4		12.4	

PLANT STAFFING:

Day Shift Operator	Class:	C	Certificate No:	14012	Name:	James Hodge
Evening Shift Operator	Class:		Certificate No:		Name:	
Night Shift Operator	Class:		Certificate No:		Name:	
Lead Operator	Class:	A	Certificate No:	14191	Name:	Edward Smith

RESIDUALS STABILIZATION REPORT (RSR)

Permit Number:	FLA 016177 - Shelley's RMF	Bin#	8
Month / Year	March-16	Treated Volume (Tons)	1967.00

Day of Month stabilization begins	Volume of Residules Treated (Tons)	Quanity of Lime Added (lbs)	Time of Initial ph and Temp.	Initial Temp Celsius	Initial pH	Time & Temp (°C)		pH Reading after (2) Hours		pH Reading after (24) Hours	
						Time of final reading	Temprature	pH	time	pH	time
1											
2	281.00	4465.09	1030	67.4	12.48	1210	67.9	12.44	1230		
3										12.41	1030
4											
5											
6											
7	281.00	4465.09	1145	67.4	12.53	1345	68.2	12.45	1345		
8										12.44	I145
9											
10											
11											
12	281.00	4465.09	1130	67.4	12.49	1315	68.1	12.45	1330		
13										12.44	1130
14											
15											
16	281.00	4465.09	1400	67.7	12.43	1550	68.3	12.4	1600		
17										12.39	1400
18											
19											
20											
21	281.00	4465.09	945	67.3	12.49	1140	67.9	12.44	1145		
22										12.42	945
23											
24											
25	281.00	4465.09	930	67.3	12.51	1115	67.9	12.43	1130		
26										12.41	930
27											
28											
29											
30	281.00	4465.09	1300	67.5	12.49	1450	68.2	12.43	1500		
31										12.4	1300
Total	1967.00	31256									
Average	281.00	4465		67.4	12.49		68.1	12.4		12.4	
Minimun	281.00	4465		67.3	12.43		67.9	12.4		12.4	

PLANT STAFFING:

Day Shift Operator	Class:	C	Certificate No:	14012	Name:	James Hodge
Evening Shift Operator	Class:		Certificate No:		Name:	
Night Shift Operator	Class:		Certificate No:		Name:	
Lead Operator	Class:	A	Certificate No:	14191	Name:	Edward Smith

RESIDUALS STABILIZATION REPORT (RSR)

Permit Number:	FLA 016177 - Shelley's RMF	Bin#	9
Month / Year	March-16	Treated Volume (Tons)	1967.00

Day of Month stabilization begins	Volume of Residules Treated (Tons)	Quanity of Lime Added (lbs)	Time of Initial ph and Temp.	Initial Temp Celsius	Initial pH	Time & Temp (°C)		pH Reading after (2) Hours		pH Reading after (24) Hours	
						Time of final reading	Temprature	pH	time	pH	time
1											
2	281.00	4465.09	1130	67.5	12.52	1315	1315.0	12.47	1330		
3										12.44	1130
4											
5											
6											
7	281.00	4465.09	1400	67.4	12.49	1550	68.3	12.47	1600		
8										12.43	1400
9											
10											
11											
12											
13											
14	281.00	4465.09	1045	67.6	12.47	1230	68.2	12.43	1245		
15										12.4	1045
16											
17	281.00	4465.09	930	67.3	12.46	1110	67.9	12.41	1130		
18										12.4	930
19											
20											
21	281.00	4465.09	1345	67.4	12.47	1530	68.4	12.43	1545		
22										12.41	1345
23											
24											
25	281.00	4465.09	1300	67.7	12.47	1550	68.2	12.45	1500		
26										12.43	1300
27											
28											
29											
30											
31	281.00	4465.09	1120	67.5	12.46	1310	68.2	12.41	1330		
1-Apr										12.37	1130
Total	1967.00	31256									
Average	281.00	4465		67.5	12.48		246.3	12.4		12.4	
Minimun	281.00	4465		67.3	12.46		67.9	12.4		12.4	

PLANT STAFFING:

Day Shift Operator	Class:	C	Certificate No:	14012	Name:	James Hodge
Evening Shift Operator	Class:		Certificate No:		Name:	
Night Shift Operator	Class:		Certificate No:		Name:	
Lead Operator	Class:	A	Certificate No:	14191	Name:	Edward Smith

APPENDIX F – SHELLEY/ANUVIA DISPOSAL AGREEMENT

AGREEMENT
FOR THE TREATMENT
OF DOMESTIC WASTEWATER
RESIDUALS

This agreement for the treatment and composting of domestic wastewater residuals (the "Agreement") is made and entered into as of the date of last execution below (the "Effective Date"), by and between **Shelley's Septic Tanks, Inc.** the "Generator"), and ANUVIA FLORIDA LLC. (the "Contractor"), a Florida limited liability company), whose address is 6751 West Jones Avenue, Zellwood, FL 32798. The Generator and the Contractor may also be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Contractor owns and operates a Biosolids Treatment Facility ("BTF") in accordance with permit no. FLA 762504-001 (the "Permit") issued by the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, the Generator owns and operates a BTF, with Florida Department of Environmental Protection (FDEP) operating permit #: **FLA016177**, located at **6505 W. Jones Avenue, Zellwood, FL 32798, Orange** County, Florida that produce wastewater residuals which require treatment and disposal; and

WHEREAS, Contractor is responsible for maintenance and operation of an RMF in compliance with applicable federal and state laws and regulations; and

WHEREAS, the Contractor is entering this Agreement with the Generator and the Generator's Hauler to maintain a domestic wastewater residuals supply to its RMF consistent with its Agreements with other residuals suppliers; and

WHEREAS, the Generator has entered into an agreement with a third-party (the "Generator's Hauler") to haul, treat, and dispose of its domestic wastewater residuals; and

WHEREAS, the Generator's Hauler has identified the Contractor as one entity responsible for the treatment and/or disposal of the Generator's domestic wastewater residuals'; and

WHEREAS, Florida Administrative Code Rule 62-640.880(c) states, in part: "The source facility and the Biosolids treatment facility shall enter into a written agreement addressing the quality and quantity of the Biosolids accepted by the Biosolids treatment facility;" and

WHEREAS, the Generator desires to enter into an agreement with Contractor for the purpose of satisfying Florida Administrative Code Rule 62-640.880, and for other lawful purposes.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions to be complied with on the part of the respective Parties, it is agreed as follows:

SECTION I. RECITALS INCORPORTED

Each of the forgoing recitals forms a material part of this Agreement.

SECTION 2. TERM OF THE AGREEMENT; TERMINATION

The term of this Agreement shall commence on the Effective Date and shall continue for a period of one year from the Effective Date, and shall automatically be extended for successive one year terms unless either Party provides written notice to the other Party of its intent to terminate this Agreement at least one thirty days prior to the expiration of the initial term or any successive term. The Parties reserve the right to terminate this contract for convenience upon giving ninety calendar days written notice to the other Party of the intent to terminate and providing the effective date of termination.

SECTION 3. SOURCE FACILITIES; REMOVAL OF DOMESTIC WASTEWATER RESIDUALS

a) The Generator has entered into an agreement with Shelley's Environmental Systems to remove the domestic wastewater residuals from the source facility and transport the residuals to the Contractor or other permitted treatment and/or disposal facility.

b) The Parties agree that once the domestic wastewater residuals are removed from the source facility by Shelley's Environmental Systems, all right, title, ownership, and responsibility for the domestic wastewater residuals shall pass to the hauler contractor, Shelley's Environmental Systems and the Generator shall have no liability or responsibility for the domestic wastewater residuals once the residuals leave the source facility.

SECTION 4. PAYMENT FOR SERVICES

a) The Parties agree that the Generator's contract hauler, Shelley's Environmental Systems shall be responsible to the Contractor for the cost of treatment and disposal of the domestic wastewater residuals received from the source facilities.

b) The Contractor shall invoice Shelley's Environmental Systems for all treatment and disposal costs associated with the disposal of the Generator's domestic wastewater residuals.

SECTION 5. THF: GENERATOR'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

The Generator covenants and agrees that:

a) It will operate the source facilities in accordance with all applicable federal and state laws relating to the operation of wastewater treatment facilities and the production or domestic wastewater residuals.

b) It will provide the Contractor with a certified manifest of the domestic wastewater residuals removed by the Generator's Hauler to be delivered to the Contractor.

c) It does not warrant or guarantee the volume or quality of domestic wastewater residuals removed by the Generator's Hauler.

SECTION 6. THE CONTRACTOR'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

The Contractor covenants and agrees that:

a) The Contractor will maintain and operate its RMF in accordance with 40 CFR Part 503, and Chapter 64-640, Florida Administrative Code, and any other federal, state and local laws, regulations, permits and authorizations.

b) For the duration of this Agreement, the Contractor will maintain FDEP Permit No. FLA762504-001, which is incorporated herein by reference, and will notify the Generator of any applications to modify Permit No. FLA762504-001, as well as any permit modifications issued by FDEP.

c) The Contractor warrants that it has a total capacity of 2000 cubic yards per week available for domestic wastewater residual treatment.

d) The Contractor will accept all responsibility and save and hold harmless the Generator from any actions and/or penalties for the treatment, management, use, land application and disposal of the domestic wastewater residuals after the domestic wastewater residuals have been delivered to the RMF.

e) The Contractor will maintain a record of the total quantity of residuals and file with FDEP a summary as required by the licensing permit issued to the Contractor.

I) Within 30 days or the Effective Date of this Agreement, the Contractor will provide to the Generator a copy of the Facility Management Plan, as required by FDEP under Chapter 62-640, Florida Administrative Code.

g) Within 30 days of the Effective Date of this Agreement, the Contractor will provide to the Generator a copy of all federal and state permits and authorizations required to operate the RMF.

h) The Contractor will provide the Generator copies of any Notices of Violation of any federal or state laws, regulations, permits, or authorizations within ten business days of the Contractor's receipt thereof.

SECTION 7. NOTICES

All notices required or authorized under this Agreement shall be given in writing and will be deemed to have been given when personally delivered or mailed by first class

mail, return receipt requested, or when receipt is acknowledged if sent by facsimile or other electronic transmission device. Notices to the Parties will, unless another address is specified in writing, be sent to the addresses indicated below:

THE CONTRACTOR:
Senior Vice President: Jeffrey C Burnham, PhD
Company Name: Anuvia Florida LLC
Address: 6777 West Jones Avenue, Zellwood, FL 32798

GENERATOR:
Title:
Company Name:
Address:

SECTION 8. INSPECTION

The Generator shall have the right, upon written or oral notice to the Contractor and when reasonably necessary, to enter upon the RMF to review and inspect the Contractor's operating practices and equipment as related to this Agreement.

SECTION 9. DISCLAIMER OF THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the formal Parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

SECTION 10. SEVERABILITY

If any court finds any part of this Agreement invalid or unenforceable, such invalidity or shall not affect the other parts of this Agreement if the rights, and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties continue to be effectuated.

SECTION 11. ASSIGNMENT

No party may assign any of its rights under this Agreement.

SECTION 12. NON-WAIVER

The failure of either Party to insist upon the other Party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release the other Party from its duties to comply with such obligations all other instances.

SECTION 13. INDEMNIFICATION

The Contractor will indemnify and hold harmless the Generator from any and all claims, actions, and judgments, including all costs of defense and attorney's fees in defending against same and regarding property damage or bodily harm, arising from and related to the Contractor's receipt, treatment, management, use, application, and/or disposal of the domestic wastewater residuals.

SECTION 14. APPLICABLE LAW

This Agreement and the provisions contained herein shall be construed, governed by, and interpreted according to the laws of the State of Florida. Any litigation arising out of this Agreement shall be heard in the state courts located and lying within Orange Generator, Florida.

SECTION 15. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto constitute the entire Agreement and understanding between the Parties and shall supersede and replace any and all prior or contemporaneous representations, negotiations, statements, understandings, or agreements between the Parties, whether verbal or written, relating to the matters set forth herein. The Parties hereto fully understand the terms and conditions of this Agreement, have entered into this Agreement voluntarily, and have received or had the opportunity to receive independent advice and legal counsel.

SECTION 16. MOIDIFICATION

Any and all modifications to the provisions herein shall be by mutual agreement of the Parties in writing, and executed by the Parties thereto.

SECTION 17. ATTORNEYS FEES.

Should any Party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the Parties agree that each Party shall be responsible for its own costs including attorney fees, expert witness fees, court costs, fees and costs on appeal, and the cost of paraprofessionals working under supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, mediation, trial or appellate proceedings. This provision does not constitute a waiver of the sovereign immunity of the Generator or extend the Generator's liability beyond the limits established in Section 768.28 Florida Statutes.

SECTION 18. WAIVER OF JURY TRIAL.

EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS CLAIMS, COUNTER-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR BETWEEN THE PARTIES TO THIS AGREEMENT, THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS, OR ASSIGNS, THE PARTIES HERETO EXPRESSLY CONSENT TO A NON-JURY TRIAL IN THE EVENT OF ANY OF THE FOREGOING.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed as of the dates indicated below.

FOR GENERATOR:

By: _____

Title: Owner

Date: 1-20-16

FOR CONTRACTOR: ANUVIA FLORIDA LLC

Print Name: Jeffrey S. Burnham, PhD

Sign: _____

Witnesses (2)

Print Name: Richard F Dunham

Sign: _____

Print Name: Ervin L. Faulman PhD

Sign: _____

Rick Donohue

From: Rush, Kim [Kim.Rush@dep.state.fl.us]
Sent: Monday, February 22, 2016 3:30 PM
To: Rick Donohue
Cc: Barb Shelley; Eddie Shelleys; Jeff Burnham
Subject: RE: Meeting

Hi Rick,
I'm sorry you were under the weather. Yes, you are correct – we confirmed that the master agreement is all we need; direct hauling will be specifically allowed in the permit.
Thank you,
Kim

Kimberly Rush, P.E.
Permitting and Waste Cleanup
Program Administrator
Florida Department of Environmental Protection
Central District – Orlando
kim.rush@dep.state.fl.us
Office: 407-897-4314

Permitting Consistency Initiative: The Florida Department of Environmental Protection is committed to providing efficient, consistent and quality service to the citizens of Florida. In keeping with these objectives, we are pleased to announce ongoing improvements to our permitting process by standardizing and simplifying our documents. Last fall, the Department began issuing permitting correspondence that is formatted consistently throughout all programs. Although you may receive documents that look slightly different from past correspondence, please be assured that the content continues to be driven by applicable Rules and Statutes. As always, if you have any questions, please contact your local Department office.

From: Rick Donohue [mailto:rdonohue@shelleysseptic.com]
Sent: Monday, February 22, 2016 2:54 PM
To: Rush, Kim <Kim.Rush@dep.state.fl.us>
Cc: Barb Shelley <bshelley@shelleysseptic.com>; Eddie Shelleys <eddie@shelleysseptic.com>; Jeff Burnham <jburnham@anuvianutrients.com>
Subject: Meeting

Kim,

Sorry I missed the meeting last week, but I was home with a fever and you probably didn't want me there anyway.

I'm emailing you to confirm what I was told by our team regarding the need to have Shelley's customer's sign contracts with Anuvia for loads that Shelley's will deliver to Anuvia. What was relayed to me was that a Master Agreement between Shelley's and Anuvia would suffice.

Can you please confirm this?

Thanks in advance.

Rick Donohue
General Manager
Shelley's Environmental Systems

407/889-8042 Office
407/889-4408 Fax



APPENDIX G – REGULATORY CITATIONS

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	)	IN THE OFFICE OF THE CENTRAL DISTRICT
vs.	)	OGC FILE NO. 14-0144
SHELLEY'S SEPTIC TANKS, INC.	)	

CONSENT ORDER

This Consent Order ("Order") is entered into between the State of Florida Department of Environmental Protection ("Department") and Shelley's Septic Tanks, Inc. ("Respondent") to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent neither admits nor denies the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes ("F.S."), and the rules promulgated and authorized in Title 62, Florida Administrative Code ("F.A.C."). The Department has jurisdiction over the matters addressed in this Order.

2. Respondent is a person within the meaning of Section 403.031(5), F.S.

3. Respondent is the owner and is responsible for the operation of the Shelley's Septic Biosolids Treatment Facility ("Facility"), a Biosolids Management Facility, consisting of: a Class B (lime stabilization) septage treatment train with a permitted capacity of 84 dry tons per day; a Class B (lime stabilization) liquid biosolids treatment train, with a permitted capacity of 125 dry tons per day; a Class B (lime stabilization) dewatered biosolids treatment train with a permitted capacity of 74.8 dry tons/day; a Class A (Pasteurization) treatment train with capacity of 150 dry tons/day using Process to Further Reduce Pathogens (PFRP) Option 7, (Pasteurization); a Class A (Heat-Drying) treatment train with a capacity of 1,020 dry tons/day using Process to Further Reduce Pathogens (PFRP) Option 2, Heat Drying; and associated dewatering facilities. The

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DEP Central Dist.

Facility is operated under Wastewater Permit No. FLA016177 ("Permit"), which was issued on December 30, 2010 and will expire on December 29, 2015. The Facility is located at 6506 West Jones Avenue, Zellwood, Florida, Latitude 28° 43' 51" North, Longitude 81° 37' 05" West, in Orange County, Florida ("Property"). Respondent owns the Property on which the Facility is located.

4. On at least 33 separate occasions from December 2012 through February 2014, the Department confirmed that objectionable odors from the Facility were emanating beyond the Facility's boundaries. On July 9, 2013, a revision to the Permit was issued that included conditions to prevent odors from leaving the property. Each instance of confirmed odors constitutes a violation of Section 403.161(1)(b), F.S., Rules 62-600.410(8), 62-640.400(6) and 62-296.320(2), F.A.C.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

5 Immediately upon the effective date of this Order, Respondent shall initiate the proposed corrective actions in Exhibit 1.

6 Respondent shall complete the proposed corrective actions in accordance with the schedule set forth in Exhibit 1.

7. Every calendar quarter after the effective date of this Order and continuing until all corrective actions have been completed, Respondent shall submit to the Department a written report containing information about the status and progress of projects being completed under this Order, information about compliance or noncompliance with the applicable requirements of this Order, including construction requirements and effluent limitations, and any reasons for noncompliance. These reports shall also include a projection of the work Respondent will perform pursuant to this Order during the quarterly period which will follow the report. Respondent shall submit the reports to the Department within 30 days of the end of each quarter.

8. Respondent shall demonstrate compliance with prohibitions against objectionable odors which are prohibited by Department rules.

9. Within 90 days of the effective date of this Order, Respondent shall submit a written estimate of the total cost of the corrective actions required by this Order to the Department. The written estimate shall identify the information the Respondent relied upon to provide the estimate.

10. Within 30 days of the effective date of this Order, Respondent shall pay the Department $8,500.00 in settlement of the regulatory matters addressed in this Order. This amount includes $7,500.00 for civil penalties and $1,000.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The civil penalties are apportioned as follows: $625.00 for each confirmed violation of Section 403.161(1)(b), F.S., Rules 62-600.410(8), 62-640.400(6) and 62-296.320(2), F.A.C., after issuance of the permit revision.

11. Respondent agrees to pay the Department stipulated penalties in the amount of $500.00 per day for each and every day Respondent fails to timely comply with any of the requirements of Paragraphs 5, 6, 7 and 9 of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment, and shall do so as further described in Paragraph 12, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in Paragraph 10 of this Order.

12. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Ecosystem Management and Restoration Trust Fund." Online payments can be made by going to the DEP Business Portal at: http://www.fldepportal.com/go/pay/

13. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Wanda Parker-Garvin, Environmental Manager, Compliance

Assistance Program Section, Department of Environmental Protection, Central District Office, 3319 Maguire Boulevard, Suite 232, Orlando, Florida 32803-3767.

14. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

15 In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Order.

16. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can

agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstance

17. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

18. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

19. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

20. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to $10,000.00 per day per violation, and criminal penalties.

21. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

22. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

23. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

24. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

25. Respondent shall publish the following notice in a newspaper of daily circulation in Orange County, Florida. The notice shall be published one time only within 14 days of the effective date of the Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF CONSENT ORDER

The Department of Environmental Protection ("Department") gives notice of agency action of entering into a Consent Order with Shelley's Septic Tanks, Inc., pursuant to Section 120.57(4), Florida Statutes. The Consent Order addresses the alleged objectionable odors at 6506 West Jones Avenue, Zellwood, Florida, 32798. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Central District Office, 3319 Maguire Boulevard, Suite 232, Orlando, Florida 32803-3767.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

a) The OGC Number assigned to this Consent Order;

b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;

c) An explanation of how the petitioner's substantial interests will be affected by the Consent Order;

d) A statement of when and how the petitioner received notice of the Consent Order;

e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;

f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;

g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Consent Order; and

h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the

District Office at Central District Office, 3319 Maguire Boulevard, Suite 232, Orlando, Florida 32803-3767.

Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

29. Rules referenced in this Order are available at http://www.dep.state.fl.us/legal/Rules/rulelistnum.htm.

FOR THE RESPONDENT:

David Shelley
David Shelley, President
Shelley's Septic Tanks, Inc.

9/29/14
Date

FOR DEPARTMENT USE ONLY

DONE AND ORDERED this 1st day of October 2014, in Orange County, Florida.

STATE OF FLORIDA DEPARTMENT

OF ENVIRONMENTAL PROTECTION

Jeff Prather
Director
Central District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

10/01/14
Date

cc: Lea Crandall, Agency Clerk, lea.crandall@dep.state.fl.us

DW_CO (REV. 06/09)

EXHIBIT 1

1. Within 90 days of the date of this Oder: Extend by 20 feet in height two misters on the north and east side of the Dewatered BioSolids Receiving Station. Add multiple misting heads on each raised mister. The remaining two misters will stay at the current height to provide coverage at both levels.
2. Within 90 days of the date of this Order: Installation of a wind activation switch on the mister system to provide for use during winds coming from the south and blowing to the north.
3. Within 12 months of the date of this Order: Implement the permit modification to increase the size of the Liquid Black Pit Receiving Station to allow for expedited cleaning of trucks and residue disposal.
4. Sale of property on west side of the facility to VitAg Corporation by July 30, 2014. Removal of chip/fertilizer mixture from property sold to VitAg Corporation by September 30, 2015.
5. Enclosure of the east and south walls of the Cake Treatment Building was completed prior to the date of this Order.

December 7, 2015

James David Shelley Jr., President
Shelley's Septic Tanks, Inc.
P.O. Box 249
Zellwood, FL 32798
bshelley@shelleysseptic.com

Re: Shelley's Septic Tanks BTF/Consent Order – OGC No. 14-0144
DW Permit #FLA016177
Orange County

Dear Mr. Shelley:

The purpose of this letter is to inform you that the Department's referenced enforcement case against Shelley's Septic Tanks, Inc. has been closed. A site inspection conducted on November 23, 2015, found that the requirements of Consent Order OGC File No.: 14-0144 have been satisfied.

The Department appreciates your efforts and cooperation in bringing this facility into compliance with state and federal rules. Should you have any questions or comments, please contact Jenny E. Farrell at 407-897-4173 or via e-mail at jenny.e.farrell@dep.state.fl.us.

Sincerely,

Jeff Prather, Director
Central District
Florida Department of Environmental Protection

JP/aw/njh/jef

cc: Chris Ferraro, FDEP

Florida Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

August 20, 2015

Shelley's Septic Tanks, Inc.
James David Shelley Jr., President
P.O. Box 249
Zellwood, FL 32798
bshelley@shelleysseptic.com

SUBJECT: Department of Environmental Protection v. Shelley's Septic Tanks, Inc.,
OGC File No.: 15-0358
Shelley's Septic Tanks, Permit No. FLA016177

Mr. Shelley:

The State of Florida Department of Environmental Protection ("Department") finds that Shelley's Septic Tanks Inc. ("Respondent") had objectionable odors beyond facility boundaries, failed to submit DEP form 62-64.210(2)(a), failed to follow method 9045D for soil pH analysis, failed to maintain daily manual temperature correction documentation, failed to maintain data traceability on and between raw data and required reports, and failed to maintain NIST certified thermometer documentation, in violation of the rules and statutes cited in the attached warning letter. Before sending this letter, the Department requested that the Respondent undertake certain actions to resolve the violation(s). These actions have since been completed. However, due to the nature of the violation(s), the Respondent remains subject to civil penalties. The Respondent is also responsible for costs incurred by the Department during the investigation of this matter.

The Department's Offer

Based on the violations described above, the Department is seeking $ 9,270.00 in civil penalties and $ 1,000.00 for costs and expenses the Department has incurred in investigating this matter, which amounts to a total of $ 10,270.00. The civil penalty in this matter includes one violation(s) of $2,000.00 or more.

Respondent's Acceptance

If you wish to accept this offer and fully resolve the enforcement matter pending against the Respondent, please sign this letter and return it to the Department at 3319 Maguire Blvd, Suite 232, Orlando, FL 32803 by **August 25, 2015**. The Department will then countersign it and file it with a designated clerk of the Department. Once the document is filed with the designated clerk, it will constitute a final order of the Department pursuant to Section 120.52(7), F.S. and will be effective unless a request for an administrative hearing is filed by a third party in accordance with Chapter 120, F.S. and the attached Notice of Rights.

By accepting this offer you, James David Shelley Jr.:

(1) certify that you are authorized and empowered to negotiate, enter into, and accept the terms of this offer in the name and on behalf of Respondent;

(2) acknowledge and waive Respondent's right to an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., on the terms of this offer, once final;

(3) acknowledge and waive Respondent's right to an appeal pursuant to Section 120.68, F.S.; and

(4) acknowledge that payment of the above amount does not constitute a waiver of the Department's right, if any, to recover emergency response related costs and expenses for this matter.

The Department acknowledges that the Respondent's acceptance of this offer does not constitute an admission of liability for the violation(s) referenced above.

Respondent's Performance

After signing and returning this document to the Department,

(1) Respondent must pay $ 10,270.00 in full by **September 30, 2015**.

(2) Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Ecosystem Management and Restoration Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: http://www.fldepportal.com/go/pay/
It will take a number of days after this order is final and effective filed with the Clerk of the Department before ability to make online payment is available.

The Department may enforce the terms of this document, once final, and seek to collect monies owed pursuant to Sections 120.69 and 403.121, F.S.

Until clerked by the Department, this letter is only a settlement offer and not a final agency action. Consequently, neither the Respondent nor any other party may request an administrative hearing to contest this letter pursuant to Chapter 120, F.S. Once this letter is clerked and becomes a final order of the Department, as explained above, the attached Notice of Rights will apply to parties, other than the Respondent, whose interests will be substantially affected.

Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

Please be aware that if the Respondent declines to respond to the Department's offer, the Department will assume that the Respondent is not interested in resolving the matter and will proceed accordingly.

If you have any questions, please contact Nathan Hess at (407) 897-4140 or at Nathan.Hess@dep.state.fl.us.

Sincerely,

Jeff Prather
District Director
Central District

FOR THE RESPONDENT:

I, J. David Shelley Jr. [Type or Print Name], **HEREBY ACCEPT THE TERMS OF THE SETTLEMENT OFFER IDENTIFIED ABOVE.**

By: J. David Shelley Jr. Date: 8/21/15
[Signature]

Title: President
[Type or Print]

FOR DEPARTMENT USE ONLY

DONE AND ORDERED this 24th day of August, 2015, in Orange County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Jeff Prather
District Director
Central District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

August 24, 2015
Date

Attachments: Notice of Rights
Warning Letter (April 16, 2015)

Final clerked copy furnished to:
Lea Crandall, Agency Clerk (lea.crandall@dep.state.fl.us)

NOTICE OF RIGHTS

Persons who are not parties to this Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Order means that the Department's final action may be different from the position it has taken in the Order.

The petition for administrative hearing must contain all of the following information:

a) The OGC Number assigned to this Order;

b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;

c) An explanation of how the petitioner's substantial interests will be affected by the Order;

d) A statement of when and how the petitioner received notice of the Order;

e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;

f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Order;

g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Order; and

h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at the address indicated above. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under Sections 120.569 and 120.57, Florida Statutes. Mediation under Section 120.573, Florida Statutes, is not available in this proceeding.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
CENTRAL DISTRICT
3319 MAGUIRE BOULEVARD, SUITE 232
ORLANDO, FLORIDA 32803-3767

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

April 16, 2015

Mr. James D. Shelley, President
Shelley's Septic Tank, Inc.
Post Office Box 249
Zellwood, FL 32172
bshelley@shelleysseptic.com

Re: **Warning Letter**
Shelley's Septic Tank, Inc.
DW Permit #FLA016177
Orange County
SPCD-CAP-15-3898

Dear Mr. Shelley:

Routine compliance and complaint inspections were conducted at your facility on January 30, February 19, February 25, and March 2, 2015, under the authority of Section 403.091, Florida Statutes (F.S.). During these inspections, possible violations of Chapter 403, F.S., Chapter 62-640, Florida Administrative Code (F.A.C.), and Chapter 62-620, F.A.C. were observed.

At the time of the inspections, Department personnel noted several potential violations which are detailed in the attached inspection report.

Violations of Florida Statutes or administrative rules may result in liability for damages and restoration, and the judicial imposition of civil penalties, pursuant to Sections 403.161, Florida Statutes.

Please contact Nathan Hess of the Central District Office at 407-897-4140 or via e-mail at Nathan.Hess@dep.state.fl.us within **2 days** of receipt of this Warning Letter to arrange a meeting to discuss this matter. The Department is interested in receiving any facts you may have that will assist in determining whether any violations have occurred. You may bring anyone with you to the meeting that you feel could help resolve this matter.

Please be advised that this Warning Letter is part of an agency investigation, preliminary to agency action in accordance with Section 120.57(5), Florida Statutes. We look forward to your cooperation in completing the investigation and resolving this matter.

Sincerelv.

Jeff Prather, District Director
Central District
Florida Department of Environmental Protection

JP/lk/njh/jef

Enclosures: Inspection Report

cc: Orange County Environmental Protection Division, Dan.Homblette@ocfl.net
Orange County Environmental Protection Division, Vanessa.Cruz@ocfl.net
Rick Donohue, Shelley's BTF, rdonohue@shelleysseptic.com
Jim Fisher, Shelley's BTF, jfisher@shelleysseptic.com

COMET ENTRY DATE
__/__/__

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

WASTEWATER COMPLIANCE INSPECTION REPORT

FACILITY AND INSPECTION INFORMATION

@ = Optional

Name and Physical Location of Facility	WAFR ID:	County	Entry & Exit Dates/Times
Shelley's Septic Biosolids Treatment Facility (BTF)	FLA016177	Orange	01/30/2015 @ 09:30 AM - 2:00 PM
6506 West Jones Avenue		Phone	Entry & Exit Dates/Times
Zellwood, FL			02/19/2015 @ 09:10 AM - 11:00 AM

Name(s) of Field Representatives(s)	Title	Phone
Eddie Smith	Facility Operations Manager	

Name and Address of Permittee or Designated Representative	Title	Phone	@ Operator Certification #
David Shelley	President		
Shelley's Septic Tanks, Inc.			
104 East Ponkan Road			
Apopka, FL 32172			

Inspection Type: C F E U I I — Samples Taken(Y/N): N — @ Sample ID# N/A — Samples Split (Y/N): N/A

☒ Domestic ☐ Industrial — Were Photos Taken(Y/N): Y — @ Log book Volume : N/A — @ Page N/A

FACILITY COMPLIANCE AREAS EVALUATED

IC: In Compliance; MC: Minor Out of Compliance; NC: Out of Compliance SC: Significant Non-Compliance;
NA: Not Applicable; NE or Blank: Not Evaluated
Significant Non-Compliance Criteria Should be Reviewed When Out of Compliance Ratings Are Given in Areas Marked by a "◆"

IC	1.◆Permit	NE	3. Laboratory	NC	6. Facility Site Review	SC	9. ◆Biosolids Treatment
MC	2.◆Compliance Schedules	NC	4. Sampling	IC	7. Flow Measurement	IC	10.◆Effluent Disposal
		NC	5.◆Records & Reports	IC	8.◆Operation & Maintenance	IC	11. Biosolids/Sludge
						IC	12. Groundwater
NA	14. Other:					NA	13. SSO Survey

Facility and/or Order Compliance Status: ☐ In-Compliance ☐ Out-Of-Compliance ☒ Significant-Out-Of-Compliance

Recommended Actions: Warning Letter

Name(s) and Signature(s) of Inspector(s)	District Office/Phone Number	Date
Jenny E. Farrell Jenny E Farrell	407-897-4173	April 6, 2015
Kate Groninger	407-897-2921	
@ Signature of Reviewer Nathan Hess NH	District Office/Phone Number 407-897-4140	Date April 6, 2015

Single Event Violation Code(s): _____, _____, _____, _____, _____

Revised October 1, 2012

INSPECTION REPORT SUMMARY

Facility Name: Shelley's Septic Tanks RMF
Facility ID: FLA016177
Inspection Type: CEI & RI
Inspection Dates: January 30, 2015 @ 9:30 AM, February 19, 2015 @ 9:10 AM, February 25, 2015 @ 12:00 PM, and March 2, 2015 @ 12:00 PM

FACILITY BACKGROUND:
Facility Address: 6505 W. Jones Ave, Zellwood, FL 32798, Orange County
Program/ Permit Information: DW, permit issue date: 12/30/2010, expiration date: 12/29/2015
Treatment Summary: 1 Pretreatment Holding tank, A 3 Screen Pretreatment Trough, 2 Stabilization Tanks, 1 Slurry Tank, and 3 Finishing/Holding Tanks.
Permitted Capacity:

1. **Permit:** RATING – In-Compliance
   1.1 Observation: A copy of the current permit and permit revisions were onsite. The current permit will expire on December 29, 2015. The facility submitted a renewal application on March 31, 2015.
2. **Compliance Schedules:** RATING – **Minor Out-of-Compliance**
   2.1 **Deficiency Description:**
   According to Department records, the Treatment Facility Biosolids Plan, DEP Form 62-640.210(2)(a) has not been submitted to the Department as required.

   Permit/Rule or Other Reference:
   Permit Conditions VI.5 #3: Submit to the Department Form 62-640.210(2)(a), Treatment Facility Biosolids Plan, listing the permitted biosolids application site(s) for land application of the facility's biosolids. This form needs to be submitted within 30 days of land application of biosolids at a Department permitted site.

   Recommendation for Corrective Action:
   Submit the Treatment Facility Biosolids Plan, DEP form 62-640.210(2)(a) as soon as possible. This form was submitted to the Department via email on March 6, 2015.

   2.2 Observation: According to the inspection report dated November 9, 2011, compliance schedule items #1 to 4 in the permit have been completed.

   2.3 Observation: Consent Order #14-0144 was executed on October 1, 2014. The facility is currently in compliance with the schedules established in this consent order.
3. **Laboratory:** RATING – Not Evaluated
4. **Sampling:** RATING – **Out-of-Compliance**
   4.1 **Deficiency Description:**
   Documentation was not onsite for the NIST certified thermometer to prove it was within the manufactures expiration date.

   Permit/Rule or Other Reference:
   DEP SOP FT 1400 1.2 and 2.2.2: 1.2: NIST-traceable Celsius certified thermometer with scale marks for every 0.1°C increment, a range of 0°C to 100°C (or a range bracketing expected sample temperatures) and correction chart supplied with certification. The standard thermometer must have a valid certification for the period of measurement. **2.2.2:** Verify all thermistor (meter) devices and field thermometers against

the NIST-traceable standard thermometer at several temperatures in the expected sample measurement range, using any correction factor indicated by the certificate supplied with the NIST-traceable thermometer.

Recommendation for Corrective Action:
The last documentation provided to the Department on 12/13/2011 stated that certified thermometers were placed into service on 12/6/2011, this thermometer certification expired on 11/28/2012. At the time of inspection on 1/30/2015 documentation of a certified thermometer for the current thermometer is use was not provided, new replacement thermometers were ordered at the time of inspection. Provide documentation regarding the thermometer certification from 11/28/2012 through 1/30/2015.

4.2 **Deficiency Description:**
The Biosolids pH at the time of inspection did not appear to be consistently analyzed in accordance with Method 9045D.

Permit/Rule or Other Reference:
Permit Condition II.16: Sampling and analysis shall be conducted in accordance with 40 CFR Part 503.8 and the U.S. Environmental Protection Agency publication - POTW Sludge Sampling and Analysis Guidance Document, August 1989. In cases where conflicts exist between 40 CFR 503.8 and the POTW Sludge Sampling and Analysis Guidance Document, the requirements in 40 CFR Part 503.8 will apply.

Recommendation for Corrective Action:
Soil pH Method 9045D was supplied to the facility via email on February 2, 2015. During a follow-up inspection conducted on February 19, 2015 it was unclear if this corrective action had been implemented. Provide current information regarding the consistent use of this soil pH method.

4.3 **Deficiency Description:**
The facility is currently using a temperature compensating pH meter that is being utilized in lieu of the manual temperature correction of the daily pH data collected for vector attraction reduction requirements.

Permit/Rule or Other Reference:
Chapter 62-640.210-General Technical Guidance and Forms/EPA Control of Pathogens and Vector Attraction in Sewage Sludge #8.7: Temperature compensation devices on pH meters correct only for variations in the conductance of pH probes, and not for the variability in solution concentration. Therefore, the temperature correction noted in #8.7 should be applied to pH measurements, even if a pH meter with temperature settings is used.

Recommendation for Corrective Action:
Discontinue the use of the temperature compensating feature on the current pH meter in use.

4.4 Observation: There are two field pH meters on-site. One is maintained in the scale house and is used for the RMP-A1 treatment train. The other pH meter is maintained in the main office building and is utilized for the RMP-B2 treatment train. High alkalinity pH probes were in use at the time of inspection as specified in the permit.

4.5 Observation: pH calibration/verification logs were kept and appeared to be sufficient.

5. **Records and Reports:** RATING – **Out-of-Compliance**

5.1 **Deficiency Description:**
The unique identifier's for the field pH meter and field thermometer currently in use to obtain daily treatment data were not listed on the green "Biosolids Cake Sampling Record for AA".

Permit/Rule or Other Reference:
DEP SOP 4100 #2.2: Designate the identity of specific instrumentation in the documentation with a unique description or code for each instrument unit used.

Recommendation for Corrective Action:
The unique identifier for the field pH meter and field thermometer were added to the electronic version of the "Biosolids Cake Sampling Record for AA" during the follow-up inspection conducted on February 19, 2015. No further response is needed at this time.

5.2 **Deficiency Description:**
The date of the 24 hour pH collection was not recorded on the "Biosolids Cake Sampling Record for AA" sheets.

Permit/Rule or Other Reference:
DEP SOP 4100 #3: Record all field-testing measurement data, to include the date and time of the measurement or test (including time zone, if applicable).

Recommendation for Corrective Action:
The date of the 24 hour pH needs to be recorded on the "Biosolids Cake Sampling Record for AA" sheets.

5.3 **Deficiency Description:**
During the review of the March 2014 Discharge Monitoring Report (DMR) on February 19, 2015, transcription errors were noted between the facilities "Bin Sheets" (Part B) and the "Biosolids Cake Sampling Record for AA" sheets for the initial pH reported for RMP-A1.

Permit/Rule or Other Reference:
Permit Condition I.C.3: During the period of operation authorized by this permit, the permittee shall complete and submit to the Department on a monthly basis Discharge Monitoring Reports (DMR), Form 62-620.910(10), as enclosed with this permit. The permittee shall make copies of the partially completed enclosed form(s) and shall submit the completed DMR form(s) by the twenty-eighth (28th) day of each month to the address specified in Condition I.C.4. below.

Recommendation for Corrective Action:
The transcription errors noted were discussed with onsite personnel on the day of inspection on February 19, 2015. Ensure that all future data reported to the Department is accurate. No further response is needed at this time.

5.4 **Deficiency Description:**
The "Bin Sheets" (Part B) submitted with the monthly DMR's have the incorrect unit for temperature reporting. The facility is currently reporting degrees Celsius, the "Bin Sheets" (Part B) have the unit degrees Fahrenheit displayed.

Permit/Rule or Other Reference:
DEP SOP 4100 #3: Record all field-testing measurement data, to include the reporting units for the measurement.

Recommendation for Corrective Action:
Correct the "Bin Sheets" (Part B) of the DMR to list the temperature unit that is currently being reported. According to an email received by the Department on March 6, 2014 this form has now been corrected.

5.5 **Deficiency Description:**
During the DMR review it was noted that the Class A pasteurization train capacity permit limit of 150 dry tons/day was exceeded in January and February 2015.

Permit/Rule or Other Reference:
Permit Condition I.A.1: Flow, to Class A Pasteurization in dry tons/day (RMP-A1) has a capacity of 150 dry tons/day.

Recommendation for Corrective Action:
Limit the amount of material treated in this treatment train to under the current permit capacity.

5.6 Observation: A copy of the current laboratory certification was available at the time of inspection (62-620.350(1) F.A.C.). Certificate on-site for Flowers Chemical Laboratories (E83018).

5.7 Observation: Current operator licenses were noted onsite at the time of inspection.

5.8 Observation: The certified operator's daily logbook was onsite and complete.

5.9 Observation: The logs for the 3rd party oversight were available on-site. Conducted by Philip Story A5557.

5.10 Observation: Receipt records for incoming cake biosolids, liquid biosolids, and grit/sand were noted. Also, documentation of outgoing loads of Class B Cake to the Fields were noted.

5.11 Observation: October 2011 through February 2015: All discharge monitoring reports (DMR's) during this review period were received by the Department.

Please Note: A more efficient and paperless alternative to reporting discharge and groundwater monitoring data is available at http://www.ednr.dep.state.fl.us."

6. **Facility Site Review:** RATING – **Out-of-Compliance**

6.1 **Deficiency Description:**
Objectionable odors characteristic of biosolids were noted by Department personnel beyond the boundries of the plant on the following days and at the following locations:

- **On January 30, 2015 at the intersection of 441 and Willow Street.**
- **On February 25, 2015 at the railroad tracks and Jones Ave. (east of the facility). Also along Willow Street, Mohawk Drive, and Holly Street.**
- **On March 2, 2015, about a half mile south of Jones Road on 441 and was stronger upon the approach to Jones Ave headed west. They were also noted along Willow Street, Oak Street, and West Ponkan Street.**

Permit/Rule or Other Reference:
Permit Condition V.6: In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. **The treatment, management, use or land application of biosolids shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. Consent Order #14-0144 Condition #8:** Respondent shall demonstrate compliance with prohibitions against objectionable odors which are prohibited by Department rules.

Recommendation for Corrective Action:
The facility has completed items #1, 2, and 5 listed in Exhibit #1 of Consent Order #14-0144. Propose any additional corrective actions that can be utilized to further mitigate objectionable odors emanating from this facility.

6.2 Observation: Currently incoming liquid biosolids, septage, and food waste loads are prescreened and pumped to process tanks to be held for dewatering. The contents are directed to the belt press area to be dewatered. The solids are then sent to the RMP-A1 train for further treatment. The decant wastewater is sent back to holding tanks and then hauled to the Mt. Dora #2 WWTF for further treatment.

6.3 Observation: Currently incoming cake biosolids and dewatered sludges are weighed and stored on a concrete pad, then loaded into a hopper for mixing with dry lime. The biosolids/lime mixture is transferred via a front-end loader to covered concrete storage bins where the temperature and pH are checked after two hours, and again after 24 hours. These checks are conducted at the scale house. According to onsite personnel, any batch that fails the treatment limits for pathogen reduction or vector attraction are returned to the untreated cake receiving area.

6.4 Observation: Screenings areas appeared to be functioning as designed at the time of inspection.

7. **Flow Measurement:** RATING – In-Compliance

7.1 Observation: A truck scale is in use at the facility and is the primary flow measuring device. All incoming cake biosolids loads, outgoing treated cake biosolids loads, and outgoing treated liquid biosolids loads are weighed. Incoming 3rd party vendors are weighed. According to onsite personnel, the accuracy of this scale is checked routinely by comparing the weight against the Daytona Beach Westside Regional WWTF's scale.

8. **Operation and Maintenance:** RATING – In-Compliance

8.1 Observation: A certified operator as required by Rule 62-602 and the Permit, was operating the WWTF.

9. **Biosolids Treatment:** RATING – **Significant Non-Compliance**

9.1 **Deficiency Description:**
According to the DMR records submitted to the Department since October 2011, the facility has not been able to meet the current permitted pathogen monitoring requirement of 70°C (158°F) pasteurization – Process to Further Reduce Pathogens (PFRP), Option 7 for the Class A Treatment Train (RMP-A1).

Permit/Rule or Other Reference:
Permit Condition I.A.4: The permittee shall achieve Class A pathogen reduction by meeting the Process to Further Reduce Pathogens (PFRP) Option 7, (Pasteurization), maintaining a minimum temperature of 158 degrees Fahrenheit for a minimum time of 30 minutes.

Recommendation for Corrective Action:
Immediately begin meeting this requirement for pathogen reduction for the Class A Treatment Train (RMP-A1) or cease production in RMP-A1.

9.2 **Deficiency Description:**
On the April 2013 DMR the fecal coliform MPN result was reported as <1010 MPN/g total solids dry wt. and on the October 2014 DMR the fecal coliform MPN result was reported as <1280 MPN/g total solids dry wt. Both of these results were over the permitted fecal coliform MPN limit listed in the current permit of <1000 MPN/g total solids dry wt. for the Class A treatment train (RMP-A1).

Permit/Rule or Other Reference:
Permit Condition I.A.6: To achieve Class A stabilization, the density of fecal coliform in the sewage sludge shall be less than 1000 Most Probable Number (MPN) per gram of total solids (dry weight basis) or the density of salmonella shall be less than 3 Most Probable Number (MPN) per 4 gram of total solids (dry weight basis). Pathogens shall be sampled and analyzed monthly.

Recommendation for Corrective Action:
According to an email received by the Department on March 5, 2014, the laboratory reports indicate that the values above were reported incorrectly for these two monitoring periods. Correct and resubmit these DMR's and provide the laboratory data for comparison. The revised DMR's and laboratory data were submitted to the Department via email on March 6, 2015. No further response is needed at this time.

9.3 Observation: The DMR review period was from October 2011 through January 2015.

10. **Effluent Disposal:** RATING – In-Compliance

10.1 Observation: The wastewater from the dewatering operations of biosolids conducted onsite is hauled to Mt. Dora #2 WWTF for further treatment.

11. **Biosolids/Sludge:** RATING – In-Compliance

11.1 Observation: No land application sites were visited as part of this inspection. The facility has not hauled to these sites for several months due to wet land application fields.

12. **Groundwater Quality:** RATING – In-Compliance

12.1 Observation: A review of the groundwater reports were reviewed from the initial semiannual report sent in the 2nd half of 2013 through the 2nd half of 2014. At this time additional data will be needed for pH and Iron during the first and second halves of 2015 to determine the trend of these two parameters in the compliance groundwater well (MWC-1). As a reminder, all samples must be collected by a third party.

13. **SSO Survey:** RATING – Not Applicable

14. **Other:** RATING – Not Applicable

January 26, 2016

Mr. James D. Shelley, President
Shelley's Septic Tank, Inc.
Post Office Box 249
Zellwood, FL 32172
bshelley@shelleysseptic.com

Re: Shelley's Septic Biosolids Treatment Facility
DW Permit #FLA016177
Orange County

Dear Mr. Shelley:

The purpose of this letter is to inform you that the Department's case against Shelley's Septic Tank Inc. has been closed. The response received on January 11, 2016, provided sufficient corrective actions.

The Department appreciates your efforts and cooperation in bringing this facility into compliance with state and federal rules. Should you have any questions or comments, please contact Jenny E. Farrell at 407-897-4173 or via e-mail at jenny.e.farrell@dep.state.fl.us.

Sincerely,

Jeff Prather, District Director
Central District
Florida Department of Environmental Protection

JP/aw/njh/jef

cc: Rick Donohue, Shelley's BTF, rdonohue@shelleysseptic.com
Eddie Smith, Shelley's BTF, eddie@shelleysseptic.com

APPENDIX H – VEHICULAR ACCIDENTS WHILE HAULING SLUDGE

Loss Run Report

Policy Number	H08450237	Policy Term	09/10/2010 - 10/10/2011
Insured Name	Shelley's Septic Tanks, I		
Division	W - WESTCHESTER	PAC	ECA - ENVIRONMENTAL COMMERCIAL AUTO
Master/Subsidiary Producer	273784 - INSURANCE OFFICE OF AMERICA INC	MCC	0080700 - Wholesale Environmental

BCO	Y11	Adjuster	Adamczyk, Michelle
Claim	026975	Supervisor	Digioia, Dan
		Plant / Div Location Cd	

Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Status	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY11J0269753		06/01/2011		06/06/2011	07/25/2011		FL	algd object fell off our truck & dmgd other v	Martin;Allison	C	$5,428	$168	$0	$5,596

BCO	Y11	Adjuster	Marshall, Carl
Claim	030700	Supervisor	Doyle, Bryan
		Plant / Div Location Cd	

Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Status	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY11J030700X		06/24/2011		06/27/2011	06/20/2012		FL	CLMT STRUCK INSURED STOPPED VEH, ALLEGES NO L	PATE;KEVIN	C	$5,924	$66,399	$0	$72,324
B	JY11J030700X		06/24/2011		06/27/2011	07/16/2014		FL	CLMT STRUCK INSURED STOPPED VEH, ALLEGES NO L	PATE;KEVIN	C	$225,000	$0	$0	$225,000

BCO	Y11	Adjuster	Z,, Finance (Simpson)
Claim	041169	Supervisor	Z, ADMINISTRATION
		Plant / Div Location Cd	

Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Status	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY11J0411697		08/19/2011		08/22/2011	06/21/2012		FL	iv r/e ov, ov struck 2 other vehicles	Givens;Anthony	C	$0	$247,079	$0	$247,079
B	JY11J0411697		08/19/2011		08/22/2011	10/11/2011	10/11/2011	FL	iv r/e ov, ov struck 2 other vehicles	Jost;Beth & Thomas	C	$10,072	$120	$0	$10,192
C	JY11J0411697		08/19/2011		08/22/2011	06/21/2012		FL	iv r/e ov, ov struck 2 other vehicles	Givens;Anthony	C	$0	$0	$0	$0
D	JY11J0411697		08/19/2011		08/22/2011	03/28/2013		FL	iv r/e ov, ov struck 2 other vehicles	Chin;Roy	C	$5,000	$0	$0	$5,000
E	JY11J0411697		08/19/2011		08/22/2011	03/28/2013		FL	iv r/e ov, ov struck 2 other vehicles	Chin;Violet	C	$65,000	$0	$0	$65,000

Valuation Date: 2/11/2016

Report Generated: 2/22/2016 3:09:47 PM

Loss Run Report

Policy Number	H08450237	Policy Term	09/10/2010 - 10/10/2011
Insured Name	Shelley's Septic Tanks, I		
Division	W - WESTCHESTER	PAC	ECA - ENVIRONMENTAL COMMERCIAL AUTO
Master/Subsidiary Producer	273784 - INSURANCE OFFICE OF AMERICA INC	MCC	0080700 - Wholesale Environmental

F	JY11J0411697		08/19/2011		08/22/2011	03/28/2013		FL	iv r/e ov, ov struck 2 other vehicles	Gidden;Sharri	C	$17,500	$0	$0	$17,500
G	JY11J0411697		08/19/2011		08/22/2011	11/22/2011		FL	iv r/e ov, ov struck 2 other vehicles	Piquemal;Sebastien	C	$3,188	$0	$0	$3,188
H	JY11J0411697		08/19/2011		08/22/2011	04/04/2014	04/04/2014	FL	iv r/e ov, ov struck 2 other vehicles	Salazar-Piquemal;Swinda	C	$83	$0	$0	$83
I	JY11J0411697		08/19/2011		08/22/2011	04/04/2014	04/04/2014	FL	iv r/e ov, ov struck 2 other vehicles	Jost;Beth	C	$150,000	$16	$0	$150,016
											Subtotal	$520,449	$314,966	$0	$835,416

Valuation Date: 2/11/2016

Report Generated: 2/22/2016 3:09:47 PM

Date of Loss	Report Date	File Number	ID	Type	Location of Loss	ST	Status	Loss Reserve	Loss Paid	Exp Reserve	Exp Paid	Total Incurred
Claimant		Driver			Facts of Loss							
Start: Policy Number: CAW021004000				Policy Term: 7/25/2013 to 7/25/2014								
Auto Liability												
8/7/2013	8/8/2013	000001144658	3	PD	U - CASSELBERRY, FL	FL	C	$0.00	$3,891.49	$0.00	$173.60	$4,065.09
DALTON, PEGGY		RICHARD HANCOCK		IV CHANGING LANES HIT OV							OCCURRENCE:	
3/23/2014	3/25/2014	000001164793	3	PD	408 - ORLANDO, FL	FL	C	$0.00	$172,007.82	$0.00	$2,706.00	$174,713.82
CENTRAL FL EXPRESSWAY AUTH 4974 ORLANDO TOWER RD		GLANVILLE ANGEL		IV STRUCK A SIGN							OCCURRENCE:	
3/23/2014	3/25/2014	000001164793	5	PD	408 - ORLANDO, FL	FL	C	$0.00	$10,369.55	$0.00	$0.00	$10,369.55
MANAGEMENT INCIDENT PO BOX 391		GLANVILLE ANGEL		IV STRUCK A SIGN							OCCURRENCE:	
3/23/2014	3/25/2014	000001164793	6	PD	408 - ORLANDO, FL	FL	C	$0.00	$11,925.00	$0.00	$0.00	$11,925.00
JOHNSON'S WRECKER SERVICE 580 WILMER AVENUE		GLANVILLE ANGEL		IV STRUCK A SIGN							OCCURRENCE:	
3/23/2014	3/25/2014	000001164793	7	PD	408 - ORLANDO, FL	FL	C	$0.00	$4,129.54	$0.00	$0.00	$4,129.54
JORGENSEN CONTRACT SERVICE PO BOX 70		GLANVILLE ANGEL		IV STRUCK A SIGN							OCCURRENCE:	

Date of Loss	Report Date	File Number	ID	Type	Location of Loss	ST	Status	Loss Reserve	Loss Paid	Exp Reserve	Exp Paid	Total Incurred
Claimant		Driver			Facts of Loss							
4/12/2015	4/13/2015	000001199099	3	BI	U - U, FL	FL	C	$0.00	$0.00	$0.00	$0.00	$0.00
TURNER, LYNETTE S		ADAM GLASS			INSURED REARENDED CLAIMANT						OCCURRENCE:	
4/12/2015	4/13/2015	000001199099	3	BI	U - U, FL	FL	C	$0.00	$13,969.05	$0.00	$0.00	$13,969.05
TURNER, LYNETTE S		ADAM GLASS			INSURED REARENDED CLAIMANT						OCCURRENCE:	
4/12/2015	4/13/2015	000001199099	3	PD	U - U, FL	FL	C	$0.00	$12,218.36	$0.00	$60.00	$12,278.36
TURNER, LYNETTE S		ADAM GLASS			INSURED REARENDED CLAIMANT						OCCURRENCE:	
6/4/2015	6/4/2015	000001204174	3	PD	HWY 46 - SORRENTO, FL	FL	C	$0.00	$15,499.68	$0.00	$50.00	$15,549.68
LEGACY GLASS & SUPPLY 1980 DOLGNER PLACE SUITE 1068		ADAM GLASS			INSURED REARENDED CLAIMANT						OCCURRENCE:	
6/4/2015	6/4/2015	000001204174	4	BI	HWY 46 - SORRENTO, FL	FL	O	$35,000.00	$0.00	$40.00	$260.00	$35,300.00
HUSSON, RICHARD		ADAM GLASS			INSURED REARENDED CLAIMANT						OCCURRENCE:	
6/4/2015	6/4/2015	000001204174	5	BI	HWY 46 - SORRENTO, FL	FL	O	$25,000.00	$0.00	$0.00	$0.00	$25,000.00
JAVIER, ALEXANDER		ADAM GLASS			INSURED REARENDED CLAIMANT						OCCURRENCE:	

Loss Run Report

SHELLEY'S SEPTIC TANKS, INC.

Evaluation Date: 2/22/2016

Company: 01 NATIONAL INTERSTATE INS CO

Account Number: 8300210040

Broker: INSURANCE OFFICE OF AMERICA, I

Date of Loss	Report Date	File Number	ID	Type	Location of Loss	ST	Status	Loss Reserve	Loss Paid	Exp Reserve	Exp Paid	Total Incurred
Claimant		Driver			Facts of Loss							
Start: Policy Number: CAW021004002					Policy Term: 7/25/2015 to 7/25/2016							
Auto Liability												
1/13/2016	1/26/2016	000001224223	3	BI	ORANGE BLOSSOM TRAIL/LAUGHLIN - ZELLWOOD, FL	FL	O	$60,000.00	$0.00	$0.00	$0.00	$60,000.00
TORRES, DESIDERIO		REX POLLOCK		OV HIT IV							OCCURRENCE:	
1/13/2016	1/26/2016	000001224223	3	PD	ORANGE BLOSSOM TRAIL/LAUGHLIN - ZELLWOOD, FL	FL	O	$3,500.00	$0.00	$250.00	$0.00	$3,750.00
TORRES, DESIDERIO		REX POLLOCK		OV HIT IV							OCCURRENCE:	

EDWARD J. KELLY
CERTIFIED PUBLIC ACCOUNTANT
110 Little Wekiva Ct.
Longwood, FL 32779

Shelley's Septic Tank, Inc.
Zellwood, Florida

I have reviewed the accompanying balance sheet of Shelley's Septic Tank, Inc. as of December 31, 2014, and the related statements of income and retained earnings for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require me to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. I believe that the results of my procedures provide a reasonable basis for my report. During my Review, I did become aware of a departure from U.S. generally accepted accounting principles that is described in the following paragraph.

A statement of cash flows for the year ended December 31, 2014, has not been presented. U.S. generally accepted accounting principles require that such a statement be presented when financial statements purport to present financial position and results of operations.

Based on my review, with exception of the omission of the statement of cash flows, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Edward J. Kelly, CPA
September 14, 2015

APPENDIX J – DRUG FREE WORKPLACE FORM

ATTACHMENT B
DRUG FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Proposers 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, any 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 plea 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 5 days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if 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.

James D. Shelley Jr. President

Proposer's Signature

6/2/2016

APPENDIX K – INSURANCE CERTIFICATES

SHELSEP-03 DOTSONE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/31/2016

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 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:	
Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	PHONE (A/C, No, Ext): (407) 788-3000	FAX (A/C, No): (407) 788-7933
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Shelley's Septic Tanks, Inc. dba Shelley's Environmental Systems P.O. Box 249 Zellwood, FL 32798	INSURER A : Everest Indemnity Insurance Company	10851
	INSURER B : National Interstate Insurance Company	32620
	INSURER C : Rockhill Insurance Company	28053
	INSURER D : Charter Oak Fire Insurance Company	25615
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EF4ML05049151	07/25/2015	07/25/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X Pollution Liability						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			CAW021004002	07/25/2015	07/25/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			FF01658400	04/22/2016	07/25/2016	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
D	Equipment Floater			QT6607D714699COF15	10/10/2015	10/10/2016	Leased & Rented	400,000

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

RFQu-16-015

Toho Water Authority is additional insured with respects to general liability and automobile liability as required by written contract. Waiver os subrogation applies in favor of Toho Water Authority with respects to general liability and automobile liability as required by written contract.

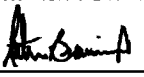
CERTIFICATE HOLDER

Toho Water Authority
Procurement Services
1628 S John Young Pkwy
Kissimmee, FL 34741

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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CERTIFICATE OF LIABILITY INSURANCE

Date: 5/31/2016

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur ☐ ☐ General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ ☐				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2016	01/01/2017	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
Other			**Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 81-67-045

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Shelley's Septic Tank, Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name: BID # RFP-16-015

WAIVER OF SUBROGATION APPLIES IN FAVOR OF TOHO WATER AUTHORITY. ISSUE 05-31-16 (TLD)

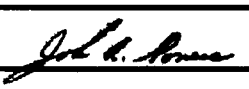
Begin Date 4/1/2012

CERTIFICATE HOLDER

TOHO WATER AUTHORITY
PROCUREMNT SERVICES
1628 S. JOHN YOUNG PKWY
KISSIMMEE, FL 34741

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.



(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

TOHO WATER AUTHORITY
PROCUREMNT SERVICES
1628 S. JOHN YOUNG PKWY
KISSIMMEE, FL 34741

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured: South East Personnel Leasing, Inc.
Insurance Company: Lion Insurance Co.
Policy #: WC 71949
Effective: 01/01/2016- 01/01/2017
Client: Shelley's Septic Tank, Inc.

Countersigned by: _____

WC 00 03 13
(Ed. 4-84)

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APPENDIX L – ADDENDUM #1

To: All Proposers
From: Felicia Holmes, Procurement Services
Subject: RFP-16-015, Biosolids Disposal and/or Beneficial Reuse Services
Date: April 29, 2016

This addendum is issued to provide additional information, clarification, corrections, additions, deletions and/or to answer questions concerning the above referenced solicitation. All information provided in this addendum is incorporated into the solicitation document as set forth herein. All other parts of the RFP have been maintained as originally distributed. This addendum supersedes any verbal or other instructions given to any proposer qualified to respond pursuant to the requirements set forth in this Request for Proposal document.

I. QUESTIONS/COMMENTS AND ANSWERS:

1) **Question:** Since questions were not accepted at the pre-bid and in order to develop the best bids possible, could the bid date be extended to allow up to 4 weeks of preparation time once the responses to the bid questions have been released in an addendum?
Answer: By request, the proposal due date has been extended to June 2, 2016 at 3:00 p.m. local time.

2) **Question:** For any proposals that involve any type of "bricks and mortar" solutions it is always best to have a longer term to expense that investment. Would the Authority consider a longer base contract in addition to extensions to help keep the Capex cost as low as possible?
Answer: No.

3) **Question:** If the answer to Q#2 is yes, would the Authority consider a 15 year base period with five year extensions?
Answer: Not applicable.

4) **Question:** Will the Authority provide space at the South Bermuda plant site for construction of a processing facility related to this RFP?
Answer: Yes, however, proposers desiring space, shall include space requirements ("Provided Space") in a second proposal ("Alternative Proposal") to be submitted contemporaneously with the submittal of the proposal without Provided Space ("Basic Proposal"). The Alternative Proposal must be a complete, all-inclusive proposal, and must contain all the information required for

the Basic Proposal, with adjustments/additional information as appropriate taking into consideration the use of Provided Space.

The area depicted in Attachment One of Section II, approximately 7.3 acres, contiguous to the South Bermuda facility, has been identified for use if necessary ("Available Space"). If an Alternative Proposal is filed, the proposer shall provide detailed information about the proposed processing facility and its operations. All of the obligations of proposers set forth in the RFP shall be equally applicable to any such proposed processing facility.

Without limiting the foregoing, in addition to the insurance provisions of Section 4 and the indemnity/hold harmless provisions of Section 6.8 of the RFP, which would apply also to the proposed processing facility, the Successful Proposer must agree to protect, defend, indemnify, and hold harmless TWA and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, liens (including mechanic's liens and materialman's liens), costs, charges for other expenses, litigation, whether in court or before an administrative body, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the construction or operation of the proposed processing facility under the terms of any agreement that may arise due to the bidding process, including but not limited to any kind of agreement between the TWA and the Successful Proposer or between the Successful Proposer and its suppliers, contractors, employees or agents, constructing, operating or entering the proposed processing facility. Without limiting the foregoing, any and all such claims, suits, liens, or other actions relating to contractual default, personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder. All indemnifications shall survive the expiration or termination of any agreement with TWA.

The Successful Proposer of an Alternative Proposal will be required to enter into a lease or other appropriate agreement for use of real estate with TWA for the Provided Space, which, in addition to the indemnification and insurance provisions referred to above, shall include appropriate property and casualty insurance requirements.

The Provided Space shall be returned to its original condition or better upon the termination of the lease. The lease will be a separate agreement from the biosolids disposal and beneficial reuse agreement.

5) **Question:** If the answer to Q#4 is yes, how much space is available?
Answer: Up to 7.3 acres, see response to Question #4.

6) **Question:** If the answer to Q#4 is yes, is the Authority willing to pay for any construction through a Design/Build type contract?
Answer: See response to Question #22.

7) **Question:** If the answer to Q#6 is no, is the contractor given any opportunity for assurance that their investment will be "bought out" in the event of a termination without cause such as non-funding or a termination for convenience?
Answer: See response to Question #14. The terms of the RFP have changed.

8) **Question:** If a plan is selected and it involves construction and the completion date takes more than one year from the notice to proceed, is that acceptable as long as the contractor is still responsible for the removal and disposal of the biosolids until the project facility is complete and functional?
Answer: Yes

9) **Question:** If the answer to Q#6 is yes, will the Authority consider an operational agreement with the contractor to manage and operate the new facility for the life of the contracts including extensions?
Answer: To be determined.

10) **Question:** The escalator for the price of this RFP only mentions CPI and does not specify which index it will be based upon? Is it assumed that it will be the CPI-U?
Answer: The Consumer Price Index shall mean Consumer Price Index-All Urban Consumers – South Region (CPI-U) as published by the United States Department of Labor, Bureau of Statistics.

11) **Question:** Is all of the liquid transfer from the other plants to South Bermuda to remain the responsibility of the Authority and have nothing to do with the Contractor?
Answer: Yes

12) **Question:** In section #4 page 17+18 section E it asks for a list of local, state, or national vehicular accidents. With bidders from all over the US can you be more specific on what you want? Do you mean all reportable accidents for every

company owned vehicle by the contractor since the beginning of time or just Florida?
Answer: Proposals shall include a report of any accidents involving sludge hauling by proposer or any subcontractor within the last five years.

13) **Question:** Section 5, part A, page 19, number 4 asks for financial resources of the bidding company? Do you want financial statements, history of bankruptcies, debt to asset ratios?
Answer: Proposals shall include the last three years audited financial statements and a history of bankruptcies occurring within the past fifteen years.

14) **Question:** Section 6, part 6.10 mentions termination for convenience. Will there be any protection for the contractor toward financial investments made involving this contract?
Answer: TWA has eliminated Termination for Convenience during the first five years of the agreement. TWA will have the right to terminate the contract and any other agreements entered into between TWA and the Successful Proposer during the first five years for cause. After the initial five years, TWA may terminate the contract and any other agreements entered into between TWA and the Successful Proposer for cause or convenience. If the agreement(s) are terminated for convenience, one year's notice will be given.

15) **Question:** Is there no bid bond required?
Answer: No bid bond is required.

16) **Question:** Has the Authority already committed to replacing the belt presses?
Answer: Yes.

17) **Question:** If the answer to Q#16 is yes, what will you replace them with and when?
Answer: TWA is in the process of evaluating alternatives. The replacement will be in place within approximately three years.

18) **Question:** If the answer to Q#16 is no, will the Authority consider approaches where the contractor would replace the presses with alternative dewatering?
Answer: Even though the belt presses will be replaced, the proposer may, at its discretion, provide alternate pricing for interim dewatering in its proposal.

19) **Question:** What is the polymer dose rate for your dewatering at the South Bermuda plant?

Answer: Polymer dose rates may vary depending on the type of polymer required and other conditions. The dose rate is not relevant for any proposals submitted in response to this RFP.

20) **Question:** If the answer to Q#16 is no, will the Authority consider allowing the contractor to operate any new dewatering equipment as it could be an important part of the new proposed operations?
Answer: TWA will not allow a contractor to operate any of TWA's new dewatering equipment.

21) **Question:** If the answer to Q#4 is yes, how are we to express this cost within the context of the bid items?
Answer: Any proposal for use of Provided Space shall be provided in an Alternative Proposal. See response to Q#4. A lease or other appropriate real property agreement shall be negotiated for any Provided Space. Other pricing shall be included in the Alternative Proposal.

22) **Question:** Is the Authority willing to invest Capital if it will result in lower operating costs?
Answer: If the return on investment is less than five years, the answer is "yes." Proposers must demonstrate in their proposal how the return on investment will be achieved within five years, and the information provided will be considered by the selection/evaluation committee.

23) **Question:** What is the average gallons per minute flow through each of the belt presses currently?
Answer: At South Bermuda, presently the flow rate is approximately 150 to 200 GPM. Growth will increase the flow rate over time.

24) **Question:** Will TWA allow an onsite processing facility?
Answer: See answer to Question #4.

25) **Question:** Will TWA allow an onsite processing facility to take in outside biosolids for processing to reduce TWA's overall costs?
Answer: No

26) **Question:** Has TWA already contracted for new dewatering equipment and if so what is the time frame for the commissioning of the dewatering equipment?
Answer: TWA has not contracted for new dewatering equipment at this time.

27) **Question:** Will TWA consider a ten to twenty year contract if the successful bidder's proposal dedicates capital for the construction of a facility to meet the requirements of the RFP?
Answer: No

28) **Question:** Will TWA be willing to consider a buy-back of invested capital if the contract is limited to 5 years and chooses not to extend for a minimum of an additional 5 years at the end of the original award?
Answer: No

29) **Question:** If TWA terminated the contract for convenience pursuant to Section 6.10 of the RFP, would TWA be willing to pay any unamortized capital costs invested by GreenTechnologies?
Answer: See response to Question #14. However, TWA would not be willing to pay unamortized costs regardless.

30) **Question:** Will TWA consider transitional T&D if the permitting and construction is not complete within a year?
Answer: Yes

31) **Question:** Will TWA grant a 60 day extension to allow time for bidder's to obtain competitive pricing to insure the most beneficial pricing to TWA?
Answer: See response to Question #1.

32) **Question:** We respectfully request an additional 60-day delay to the May 5th due date so that we may complete our engineering analysis and obtain the best pricing.
Answer: See response to Question #1.

33) **Question:** Please confirm that the Authority will consider development of an on-site processing solution at any or all of the treatment plants, whether that solution is composting, digestion, chemical processing, drying or other technology.
Answer: To the extent not otherwise addressed in this addendum, the answer is "no."

34) **Question:** Will TWA allow disposal at a fully-permitted, out-of-State disposal facility?
Answer: TWA will allow disposal at an out-of-state facility to the extent permitted by state, federal and local laws of the jurisdictions involved. Proposer interested in disposal out-of-state shall include in its proposal a detailed explanation of applicable laws governing disposal within the jurisdiction in question, inter-state

transportation and disposal of biosolids and how proposer intends to comply with them.

35) **Question:** Please provide site plans for the South Bermuda, Walnut and Lake Marian WRF's, including an indication of where planned future expansion is to be located (e.g. new dewatering units, clarifiers, etc.)
Answer: Since proposers were allowed to tour locations during the mandatory site visit, plans will not be provided. However, see Section II, Attachment One for a map of the space that will be available for use.

36) **Question:** Please provide a schedule for implementation of the planned dewatering improvements.
Answer: A schedule is not available.

37) **Question:** May we contact Carollo to discuss their thoughts on the dewatering improvements? If so, please provide a contact name and phone number.
Answer: No.

38) **Question:** The contract period of five years is very short if any capital investment is to be made. A longer contract term (minimum 10 years, but ideally 15-20) is preferable. Will TWA consider a proposal based on a longer term?
Answer: No.

39) **Question:** If TWA declines to accept a longer term contract proposal, will it:
a. Be willing to finance any capital improvements proposed, or
b. Consider a buy-out of invested capital if the contract is terminated at the end of the five-year base contract period?
Answer: No.

40) **Question:** The RFP indicates the solution must be ready to accept sludge from the TWA within one year. Can a proposer offer interim T&D while finalizing permitting/design and construction of a longer term solution?
Answer: Yes. However, this will be a five-year contract so the longer term solution needs to be within the stated time periods.

41) **Question:** Will the TWA consider providing utilities (e.g. effluent, potable water, wastewater treatment, electricity and/or natural gas) at any of the plants? If so, please provide current rates and/or the utility providers.
Answer: Yes, water, wastewater, and reclaimed water are potentially available on-site. The utility providers for the area are: TWA for water, KUA for electricity,

and TECO for natural gas. It is the proposer's responsibility to contact the appropriate utility providers to obtain a schedule of rates currently available, which may change. The Successful Proposer will be responsible for payment of all utility charges.

42) **Question:** Section 1.7 ASSIGNMENT of the General Instructions requires TWA to approve in writing any assignment or subcontracting of the work to be performed. Please confirm:
   a. Any subcontractors mentioned in the accepted proposal (e.g. engineers, construction companies, truckers) will be deemed to have been approved by TWA;
   b. Assignment or subcontracting to wholly owned subsidiaries or related companies under common ownership will be approved; and
   c. TWA will provide written consent for Assignment requests that will not be unreasonably withheld and provided within a commercially reasonable time.

   Answer: As to subpart a., above, if proposer desires that subcontractors be deemed to be approved, it must submit the same information as is provided for proposer with respect to each subcontractor. To the extent any work is subcontracted, subcontractor must also provide the same amount of insurance as is provided by proposer and agree to comply with all provisions of the RFP and subsequent contract(s)/agreement(s). The answers to subparts b. and c., above, are both "no."

43) **Question:** Section 6.8 INDEMNITY/HOLD HARMLESS AGREEMENT of the General Terms and Conditions and Section 7.7 INDEMNIFICATION of the Special Terms and Conditions should be limited to the extent any damages were proximately caused by bidder's negligent or willful actions resulting in the need for indemnification. Additionally, balanced and reciprocal indemnification provisions should be provided in the final contract. Please confirm these changes will be incorporated in a final contract.

   Answer: TWA will not amend its RFP conditions.

44) **Question:** Section 6.10 TERMINATION FOR CONVENIENCE of the General Terms and Conditions provides TWA the right to terminate the contract with a 30-day notification. Please confirm that, should TWA decide to exercise this right the Authority will compensate the Contractor for any unamortized capital costs incurred in order to comply with the Contract plus a negotiated buy-out fee?

   Answer: TWA will not compensate the Contractor for any unamortized capital costs nor negotiate a buy-out fee. See Question #14.

45) **Question:** Section 6.11 CANCELLATION FOR UNAPPROPRIATED FUNDS of the General Terms and Conditions provides that payment to the Contractor by TWA is limited to the extent funds are appropriated for the work. Please confirm that:

a. the Contractor will not be obligated to manage sludge in excess of the amount of covered by the funds appropriated,

b. failure of the Contractor to manage the sludge in excess of the amount covered by appropriated funds will not be considered a default leading to a Termination for Cause, and

c. If the Contract is terminated due to a lack of appropriated funds, the Authority will compensate the Contractor for any unamortized capital costs incurred in order to comply with the Contract plus a negotiated buy-out fee?

Answer: The answer to subpart a., above, is provided in the RFP. The answers to subparts b. and c., above, are both "no"

46) Neither the General Terms and Conditions nor the Special Terms and Conditions address force majeure events, including but not limited to, a change in Federal, State, or Local law or ordinance which occurs after the proposal is accepted. Please confirm that:

a. A force majeure provision will be included in any contract and,

b. If the force majeure event results in increased costs to perform the work, that the Proposer and the TWA will work out a price modification for the increased costs.

Answer: It's the Successful Proposer responsibility to comply with all current Federal, State and Local Laws and ordinances. The Successful Proposer must also comply with any applicable changes to Federal, State or Local Laws or ordinances. Should changes in the law prohibit the activities and manner of operation in the contract, TWA may be open to renegotiation of the contract. Changes in the law will not be part of a force majeure clause. A force majeure clause can be included; however, TWA shall be considered a priority customer in case of force majeure-related disruption of services. The terms of the force majeure clause will be negotiated.

47) Please confirm that other aspects of a contract to be entered into between the TWA and the successful proposer (e.g. change orders, additional time allotted, etc.) will be subject to negotiations.

Answer: The terms of a proposal cannot be changed after award. Change orders will only be considered after the Successful Proposer has begun operations and will only be considered for extraordinary or unforeseen circumstances.

ADDENDUM
#1

PROCUREMENT SERVICES
1628 S. John Young Parkway
Kissimmee, Florida 34741

Toho Water Authority

II. ATTACHMENTS:
1. Attachment One: Map of South Bermuda Water Reclamation Facility Vacant Property

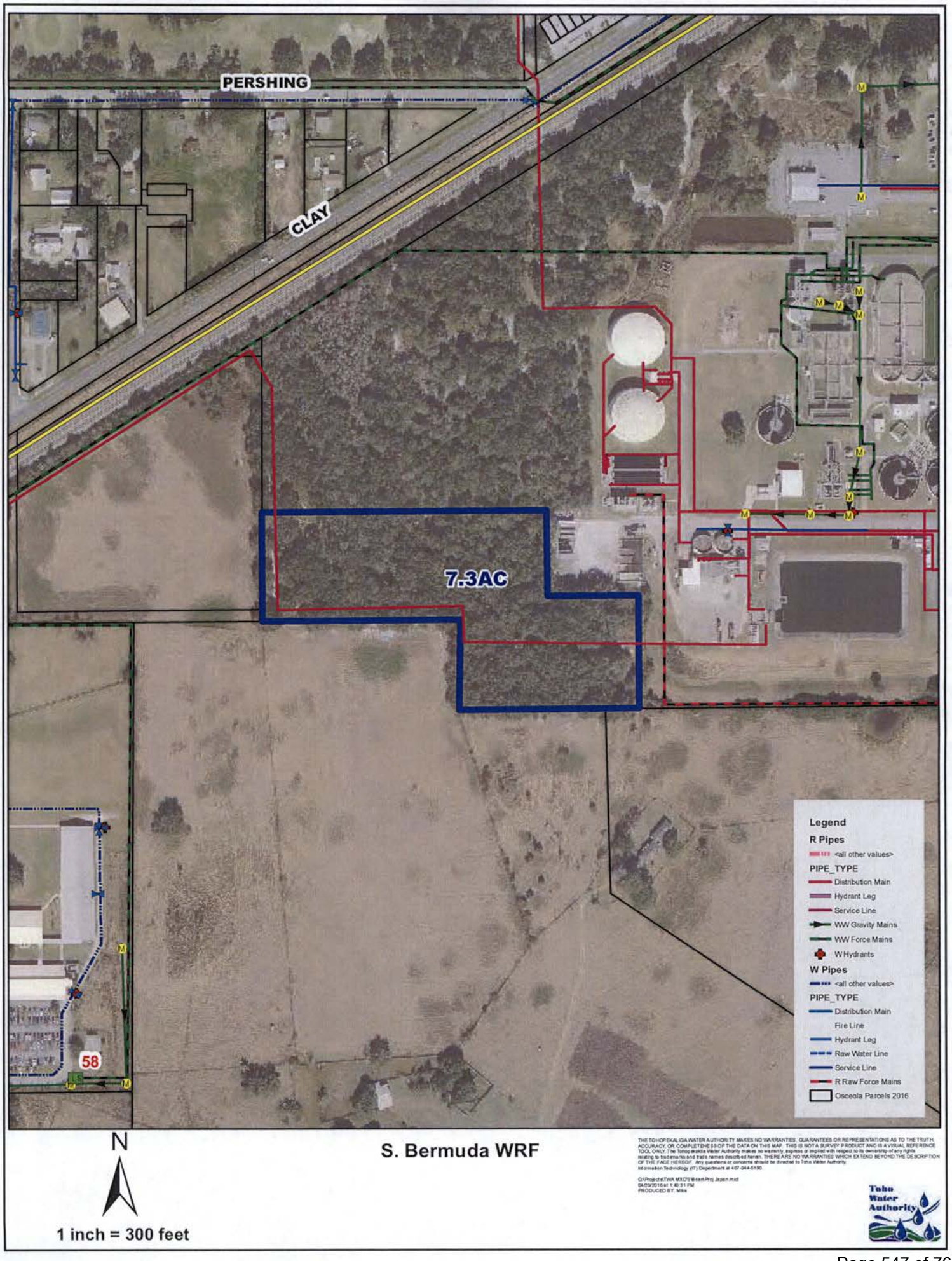
III. DUE DATE:

The due date has changed. Tohopekaliga Water Authority (TWA) will receive sealed proposals from Prospective Bidders until ***3:00 PM*** on ***Thursday, June 2, 2016.***

Acknowledgment is hereby made of Addendum #1.

James A. Shelley Jr - President — 5/30/16
Signature of Proposer — **Date**

cc: File


PERSHING
CLAY
7.3AC
58
Legend
R Pipes
<all other values>
PIPE_TYPE
Distribution Main
Hydrant Leg
Service Line
WW Gravity Mains
WW Force Mains
W Hydrants
W Pipes
<all other values>
PIPE_TYPE
Distribution Main
Fire Line
Hydrant Leg
Raw Water Line
Service Line
R Raw Force Mains
Osceola Parcels 2016
N
1 inch = 300 feet
S. Bermuda WRF
THE TOHOPEKALIGA WATER AUTHORITY MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS AS TO THE TRUTH, ACCURACY, OR COMPLETENESS OF THE DATA ON THIS MAP. THIS IS NOT A SURVEY PRODUCT AND IS A VISUAL REFERENCE TOOL ONLY. The Tohopekaliga Water Authority makes no warranty, express or implied with respect to its ownership of any rights relating to trademarks and trade names described herein. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. Any questions or concerns should be directed to Toho Water Authority, Information Technology (IT) Department at 407-944-5190.
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04/29/2016 at 1:40:31 PM
PRODUCED BY: Mike
Toho Water Authority

APPENDIX M – LOCAL BUSINESS TAX RECEIPT

PAID: $30.00 0099-00685780 8/6/2015

Scott Randolph, Tax Collector **Local Business Tax Receipt** **Orange County, Florida**

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and oth
lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2015 **EXPIRES 9/30/2016** 3107-0039955

3107 SVC-INSTALL SEPTIC TA $30.00 1 EMPLOYEE

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

• SHELLEY DAVID JR

SHELLEYS SEPTIC TANKS & CONCRETE
SHELLEY DAVID JR
P O BOX 249
ZELLWOOD FL 32798-0249

TOTAL TAX	$30.00
PREVIOUSLY PAID	$30.00
TOTAL DUE	$0.00

6505 W JONES AVE
U - ZELLWOOD, 32798

PAID: $30.00 0099-00685780 8/6/2015

This receipt is official when validated by the Tax Collector.

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 15

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Project Awarded Funding under the Hazard Mitigation Grant Program (HMGP) Watershed Planning Program (WPP). (Public Works Engineer Burch)

Background Summary:

The Federal Emergency Management Agency (FEMA) has approved $300,000 through the Hazard Mitigation Grant Program (HMGP), Watershed Planning Program (WPP), for the City of Ocoee to develop Watershed Master Plans for the Starke, Prima Vista, Olympia, Spring, and Meadow Lake basins. The City will be a sub-recipient of this funding through the Florida Division of Emergency Management's (FDEM) Mitigation Bureau.

These planning projects serve to improve the City's flood resiliency by guiding staff efforts to improve the safety of the community through increased flood protection during severe storms. Watershed Master Plans are creditable under the Community Rating System (CRS), which, based on municipal participation, establishes resident eligibility for discounts on flood insurance under the National Flood Insurance Program (NFIP). These activities align with the City's Envision 2045 Comprehensive Plan and the County's Local Mitigation Strategy (LMS) Working Group's goals.

Public Works recommends approval of the Watershed Master Plan project awarded under the FEMA's Hazard Mitigation Grant Program (HMGP) Watershed Planning Program (WPP).

Issue:

Should the Honorable Mayor and City Commission approve the Watershed Master Plan projects awarded under FEMA's Hazard Mitigation Grant Program (HMGP) Watershed Planning Program (WPP)?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the Watershed Master Plan projects awarded funding under FEMA's Hazard Mitigation Grant Program (HMGP) Watershed Planning Program (WPP).

Attachments:

1. Subrecipient Agreement
2. Priority List- Funded
3. Basin Map
4. CRS Coordinator's Manual - 452.b WPP Requirements

Financial Impacts:
There is no financial impact at this time as the City prepares to put the project out to bid. The maximum Federal Share for projects is 75%, or $300,000, whichever is less. Project costs exceeding $300,000 have been budgeted for and will be funded by the City of Ocoee Stormwater Enterprise FY 2026/27.

Type of Item: Consent

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Ocoee
PROJECT #:	4673-305-P46
PROJECT TITLE:	City of Ocoee Watershed Master Plan
HMGP CONTRACT #:	H1455
SM CONTRACT #: (if applicable)	N/A
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Hseth Burch Staff Engineer 1 N Blueford Ave Ocoee, Florida 34761

Enclosed is your copy of the proposed contract(s)/modification(s) between **City of Ocoee** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign Country of Concern Affidavit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

SUB-RECIPIENT AGREEMENT CHECKLIST

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at 850-332-3406 or email me at **Amanda.weigand@yagroup.com**

Agreement Number: **H1455**

Project Number: **4673-305-P46**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Ocoee
Sub-Recipient's unique entity identifier (UEI/FEIN):	PW36JGN235S7 / 596019764
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	March 11, 2026
Subaward Period of Performance Start and End Date:	March 11, 2026 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$300,000.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$300,000.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$300,000.00
Federal award project description (see FFATA):	Watershed Master Plan
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Amanda.Weigand@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Ocoee, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Amanda Weigand
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-332-3406
Email: Amanda.Weigand@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Laura Dhuwe
Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-879-0872
Email: watershedplanning@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Hseth Burch
   Staff Engineer
   1 N Bluford Ave
   Ocoee, Florida 34761
   Telephone: 407-905-3170
   Email: hburch@ocoee.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 11, 2026 and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$300,000.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of 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 contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate

that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF OCOEE

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 300,000.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Mitigation Planning Project
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Watershed Master Planning Program

City of Ocoee-Stark Lake, Lake Vista, Lake Olympia, Prairie Lake, Spring Lake, and Lake Meadow Watershed Master Plan

Budget and Scope of Work

STATEMENT OF PURPOSE:

The Florida Division of Emergency Management's (the Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Watershed Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-305-P46**, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Sub-Recipient, City of Ocoee, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

The Scope of Work for this Hazard Mitigation Grant Program (HMGP) Watershed Planning Program project, the Division shall coordinate with eligible Florida entities (Sub-Recipients) to produce a Watershed Master Plan (WMP) for credit under Community Rating System (CRS). This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

The purpose of a Watershed Master Plan (WMP) is to equip communities with a decision-making tool aimed at reducing the risk of increased flooding from future conditions, such as new development, redevelopment, and the impacts of climate change and sea level rise, across a watershed or community. WMP's enable communities to understand current watershed behavior and flooding issues while proactively planning for future challenges driven by growth and climate-related factors.

This project shall result in the development of Watershed Master Plans (WMPs) for National Flood Insurance Program (NFIP) participating communities throughout Florida. These plans shall be conducted and developed in accordance with FEMA's standard practices for mitigation planning, ensuring maximum public engagement throughout the process.

The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (refer to the CRS Coordinator's Manual[1] and additional guidance materials). WMPs will be developed in alignment with the 2021 Addendum and the 2017 National Flood Insurance Program's Community Rating System Coordinator's Manual[2], among other requirements. The Sub-Recipient shall finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP shall be adopted in the Sub-Recipient's next LMS update.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning/.

[1] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf;
[2] CRS Coordinator's Manual

TASKS & DELIVERABLES:

A. TASKS

1. Create Preliminary Project Plan based on Initial Flood Modeling and Submit Draft Watershed Master Plan.

The Sub-Recipient shall create a preliminary Watershed Master Plan (WMP), which is a narrative detailing how the initial flood modeling has sufficient detail on the data that went into the model, model specifications, and possible solutions for addressing flood risks that the model identified. There shall be enough detail in the preliminary WMP to verify the required analysis has been completed. Specifically, the required analysis for the preliminary WMP shall include all the Minimum Criteria required for a creditable WMP under the two categories of Data Inventory and Collection and Initial Flood Modeling as follows:

Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):
    a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
    b. Inventory of existing drainage system
    c. Inventory of data availability
2. Locations of:
    a. critical facilities, cultural/historical, and other places/areas of interest
    b. vulnerable areas and their descriptions
    c. natural and constructed drainage systems and channels
3. Existing regulations and plans in place for reducing flood risks

Initial Flood Modeling (highly recommended to use an ISO accepted flood model to receive CRS credit)

4. For current/existing conditions land use, future land use, and the fully developed watershed scenarios:
    a. Evaluations of the existing drainage system's runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events.
    b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment.
    c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.
    d. Determinations of the change in runoff from current to future, fully developed conditions.
    e. Recommendations for managing at least the 10-year and the 25-year rainfall events.
5. For communities impacted by sea level rise:
    a. evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event.
    b. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2-time frames into the future or any number of feet of sea level rise within this timeframe.
6. The plan must include a strategy and action plan to address the results of the studies for:

a. controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions.

b. the impact of climate change and sea level rise on fully developed conditions.

c. at least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event.

d. at least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event.

e. ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).

7. The community must adopt the final plan.

8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, previous assumptions on hydrology, sea level rise and future land use, are still applicable.

TASK 1 DELIVERABLES

Deliverable submittals shall be electronic documents and be submitted to the Division via email to the Divisions Grant Manager for review no later than the established due date before payment shall be processed. The Sub-Recipient shall submit following Task 1 deliverables to the Division:

a) An electronic copy of the preliminary Watershed Master Plan (WMP).

b) A separate electronic document listing how and where in the preliminary WMP the Minimum Criteria listed under Task 1 are met.

c) A separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution.

d) A separate electronic document with all comments between the Sub-Recipient Staff and contractor from their review of the WMP, and

e) Submit previous WMP or if no previous WMP exists submit a letter stating as such.

Reimbursement / Payment for Task 1 shall occur once the Sub-Recipient has received feedback from the Division confirming that their preliminary WMP and Task 1 Deliverables have been approved. To be approved, the preliminary WMP shall show how all the listed Minimum Criteria required for a creditable WMP are intended to be met.

2. Revise Draft Watershed Master Plan and Submit Completed Watershed Master Plan.

After receiving feedback from the Division on the preliminary Watershed Master Plan (WMP), from Task 1 (per Task 1 Deliverables), the Sub-Recipient shall finalize the flood modeling process and submit their completed WMP. At a minimum, the modeling and WMP must meet the Minimum Criteria required for a creditable WMP shown above. The Sub-Recipient shall update their WMP, if revisions are necessary based on the Division's feedback, and submit the completed WMP to the Division for review.

The Sub-Recipient shall coordinate, throughout the activities for Task 2, with the applicable Local Mitigation Strategy (LMS) working group to ensure that the working group shall adopt the WMP as an annex in the next LMS update and use the data to inform the risk assessment and mitigation strategy.

TASK 2 DELIVERABLES

Deliverable submittals shall be electronic documents and be submitted to the Division via email to the Divisions Grant Manager, for review no later than the established due date before payment shall be processed. The Sub-Recipient shall submit the following Task 2 deliverables to the Division:

a) An electronic copy of the completed WMP (after incorporating comments from the Division, if applicable).

b) A signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed WMP shall be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update; and

c) Provide documentation of WMP submittal to ISO/CRS.

Reimbursement / Payment for Task 2 shall occur once the Sub-Recipient has received feedback from the Division confirming that their completed WMP and Task 2 Deliverables have been approved. To be approved, the completed WMP shall show how all the listed Minimum Criteria required for a creditable WMP have been met.

3. Grant Management Tasks:

The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and performing all work plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

The Sub-Recipient shall monitor and manage the procurement and shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

During this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are

accurate and any contracted services are rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement costs related to the project as identified in the project application and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices, which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information.

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services.

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final project cost. All Supporting documentation shall show that all contractors and subcontractors have been paid.

B. Deliverables

	Deliverable Value	**Due Date**
Task 1 – Create Preliminary WMP based on Initial Flood Modeling; Submit Draft WMP and additional Task 1 Deliverables	$504,299.60	18 months
Task 2 – Revise Draft WMP; Submit Completed WMP and additional Task 2 Deliverables	$24,767.70	26 months
Total	**$529,067.30**	26 months

Minimum Level of Performance: Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C. PROGRAMMATIC

1. The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
2. The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.

3. The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
4. Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
5. The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
6. A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
7. Project approval is on the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
8. The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

This is FEMA project number **4673-305-P46.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project to the State on March 11, 2026

The State of Florida awarded this project on 03/17/26.

The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties and the Period of Performance shall end on **May 31, 2028.**

D. FINANCIAL CONSEQUENCES:

The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5% of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.

Should the Sub-Recipient determine that there are significant barriers to conducting any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

SCHEDULE OF WORK:

Milestones / Tasks		
State Contracting:	4	Months
Local Procurement:	3	Months
Field Work and Data Collection (Task 1)	3	Months
Initial Flood Modeling (Task 1):	3	Months
Preliminary WMP and Task 1 Deliverables (Task 1)	3	Months
Revise WMP and Submit Completed WMP and Task 2 Deliverables (Task 2)	9	Months
Division Approval and Closeout	1	Month
Total Period of Performance:	**26**	**Months**

BUDGET:

Line-Item Budget*

FEES:	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual	$529,067.30	$300,000.00	$229,067.30
Other	$0.00	$0.00	$0.00
Total Project Fees:	**$529,067.30**	**$300,000.00**	**$229,067.30**

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

FUNDING SUMMARY TOTALS:

Federal Share:		$300,000.00	(56.703561154%)
Non-Federal Share:		$229,067.30	(43.296438846%)
Total Project Cost:		**$529,067.30**	**(100.00%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Ocoee

REMIT ADDRESS: Attn: Finance Department 1 N Bluford Ave

CITY: Ocoee STATE: Florida ZIP CODE: 34761

PROJECT TYPE: Watershed Master Plan PROJECT #: 4673-305-P46

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1455

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 56.703561154%	Obligated Local Non-Federal 43.296438846%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Ocoee PAYMENT #:

PROJECT TYPE: Watershed Master Plan PROJECT #: 4673-305-P46

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1455

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF OCOEE

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Ocoee **PROJECT #:** **4673-305-P46**

PROJECT TYPE: Watershed Master Plan **CONTRACT #:** **H1455**

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $ _____

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

_____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Ocoee
Sub-Recipient's Name

H1455
DEM Contract Number

4673-305-P46
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-305-P46

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 300,000.00

OBLIGATION/ACTION DATE: March 11, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: PW36JGN235S7

UEID/SAM# +4: _____

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Scope of Work for this Hazard Mitigation Grant Program (HMGP) Watershed Planning Program project, the Division shall coordinate with eligible Florida entities (Sub-Recipients) to produce a Watershed Master Plan (WMP) for credit under Community Rating System (CRS). This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

The purpose of a Watershed Master Plan (WMP) is to equip communities with a decision-making tool aimed at reducing the risk of increased flooding from future conditions, such as new development, redevelopment, and the impacts of climate change and sea level rise, across a watershed or community. WMP's enable communities to understand current watershed behavior and flooding issues while proactively planning for future challenges driven by growth and climate-related factors.

This project shall result in the development of Watershed Master Plans (WMPs) for National Flood Insurance Program (NFIP) participating communities throughout Florida. These plans shall be conducted and developed in accordance with FEMA's standard practices for mitigation planning, ensuring maximum public engagement throughout the process.

The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (refer to the CRS Coordinator's Manual[2] and additional guidance materials). WMPs will be developed in alignment with the 2021 Addendum and the 2017 National Flood Insurance Program's Community Rating System Coordinator's Manual[2], among other requirements. The Sub-Recipient shall finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP shall be adopted in the Sub-Recipient's next LMS update.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning/

[2] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf;
[2]CRS Coordinator's Manual

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[3]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[3] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[4] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[5] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[6] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City:_____State:_____Zip: _____

Phone Number: _____

Email Address:_____

Certified By: _____
AUTHORIZED SIGNATURE

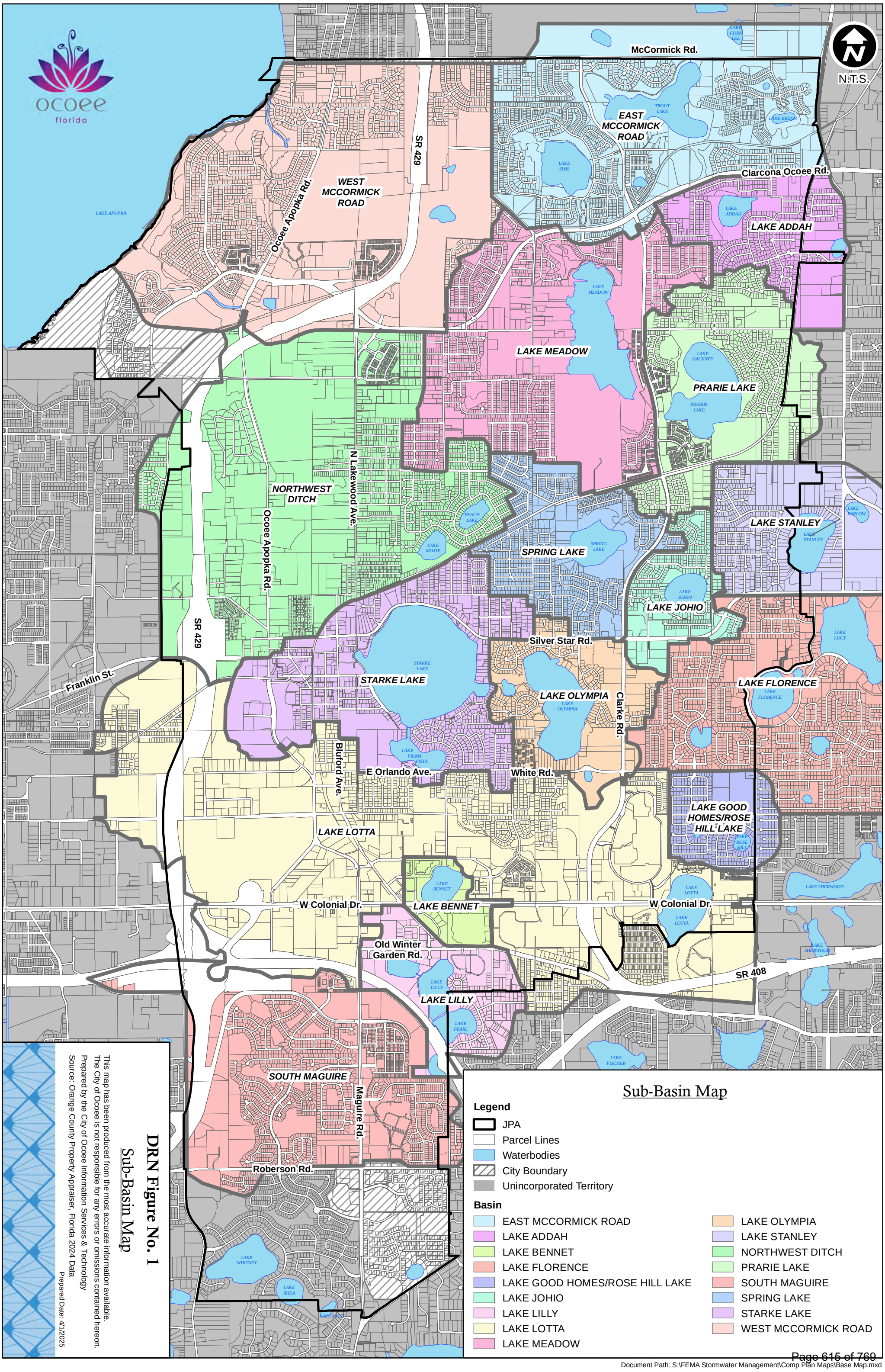
Print Name and Title: _____

Date: _____

[4] As defined in Section 287.138 (1)(d), Florida Statutes.
[5] As defined in Section 287.138 (1)(c), Florida Statutes.
[6] As defined in Section 287.138 (1)(a), Florida Statutes.

City of Ocoee
Watershed Mater Plan
Sub-Basin Priority List

Priority	Sub-Basin	Size (AC)	Percent of City	Basin	Funding Assistance
1	Northwest Ditch	1730	12%	Lake Apopka Basin	CDBG
2	Starke Lake & Lake Prima Vista	911	6%	Big Wekiva River Basin	WPP
3	Lake Olympia	432	3%	Big Wekiva River Basin	WPP
4	Lake Lotta	2485	17%	Big Wekiva River Basin	CDBG
5	Prairie Lake	664	4%	Big Wekiva River Basin	
6	Spring Lake	465	3%	Big Wekiva River Basin	WPP
7	Lake Meadow	1129	8%	Big Wekiva River Basin	WPP
8	McCormick Rd West	1698	11%	Lake Apopka Basin	WPP
9	Lake Bennet	124	1%	Big Wekiva River Basin	WPP
10	McCormick Rd East	1190	8%	Big Wekiva River Basin	WPP
11	Lake Johio	229	2%	Big Wekiva River Basin	
12	Lake Addah	388	3%	Big Wekiva River Basin	
13	Lake Stanley	467	3%	Big Wekiva River Basin	
14	Lake Florence	946	6%	Big Wekiva River Basin	
15	Lake Goodhomes	209	1%	Big Wekiva River Basin	
16	Lake Lilly	336	2%	Big Wekiva River Basin	
17	South Maguire	1064	7%	Lake Apopka Basin	
18	North Lake Down	412	3%	Cypress Creek Basin	
	TOTAL	**14879**	**100%**		



Document Path: S:\FEMA Stormwater Management\Comp Plan Maps\Base Map.mxd

452.b. Watershed master plan (WMP)

The maximum credit for this element is 315 points.

WMP credit is provided if the community implements stormwater management regulations through an adopted watershed master plan. Credit is also provided for watershed master plans that

- Evaluate future conditions and long-duration storms,
- Evaluate the impact of sea level rise and climate change
- Identify wetlands and natural areas,
- Address the protection of natural channels, and
- Provide a dedicated funding source for implementing the plan.

The objective of watershed master planning is to provide the community with a tool it can use to make decisions that will reduce the increased flooding from future conditions that include new development, redevelopment, and the impact of climate change and sea level rise, throughout a watershed or community. Although there is no doubt that stormwater management regulations reduce the future flood threat from a developing area, a watershed master plan goes much further in locating and dealing with existing problems and identifying potential future problems. An understanding of the watershed's behavior is necessary to ensure that established or enhanced stormwater management regulations requiring onsite control will prevent flood damage due to future development.

The only way to completely understand watershed behavior (how a watershed responds to rainfall) is to do a relatively detailed study of runoff under both present and future (fully developed) conditions. Hydrologic models simulate various rainstorms over a watershed and, based on the nature of the watershed's land cover, soils, and topography, determine the timing and total volume of peak flows. Hydrologic studies can be used to determine the appropriate amount of detention or retention necessary to prevent an increase in runoff as development occurs.

In addition to the present- and future-conditions hydrology studies, a watershed master plan should include mitigation recommendations that are appropriate for the community. These recommendations should include the entire range of mitigation activities—regulations, public information, structural control of runoff, non-structural programs (including stormwater management regulations), protection of sensitive natural areas, and acquisition of flood-prone properties.

For CRS credit, a watershed master plan must, at a minimum, address future development (new development and/or redevelopment) within the watershed and the impact of development on flows during a 100-year event. The modeling may show that different standards are needed for different watersheds, or for different parts of the watershed. Communities may also find as a result of their modeling that their existing stormwater management regulations are adequate or they may decide to make them more stringent to prevent development from increasing the frequency and severity of existing problems.

One of the prerequisites for a CRS Class 4 (see Section 211.c) is that the community receive credit for managing the impacts of a 100-year storm and/or sea level rise, where applicable, based on a watershed master plan. Most communities use various return frequencies for different design and management purposes, including onsite controls. Development of a watershed master plan does not have to change that, but it is important to understand the impact of development on runoff from the 100-year storm.

For CRS credit, development of a watershed master plan does not imply that a community must immediately address its future problems through capital drainage projects. The plan should be considered a tool to help the community identify opportunities to address problems before and as they arise.

Credit Criteria for WMP

(1) The community must have adopted a watershed master plan that

(a) Evaluates the impact of future conditions for at least one watershed that drains into the community for multiple storm events, including the 100-year storm. The plan must identify the natural drainage system and constructed channels; or

(b) Evaluates the future conditions, including the impacts of a median projected sea level rise (based on the National Oceanic and Atmospheric Administration's (NOAA's) "intermediate-high" projection for the year 2100) on the local drainage system during multiple rainfall events, including the 100-year rainfall event. This option is for coastal communities with no natural or constructed channels. Guidance on sea level rise projections for CRS purposes can be found in Section 404.

(2) The community must have adopted regulatory standards that require onsite management of runoff from all storms up to and including the 25-year event that receive credit under SMR in Section 452.a. The adopted regulatory standards must manage future peak flows so that they do not increase over present values. "All storms" includes at a minimum the 10-year storm in addition to the 25-year event. Management of a 2-year storm is also recommended.

(3) For any plan that is more than five years old, the community must evaluate the plan to ensure that it remains applicable to current conditions. The evaluation must address whether the data used for the plan are still appropriate and whether the plan effectively manages stormwater runoff. The community must update a watershed master plan that become obsolete, or the WMP credit will be revised accordingly.

(4) WMP1 credit must be received in order to receive credit for any of the other items.

Credit Points for WMP

WMP = the total of the following:

WMP1 = 90 points, if the watershed master plan meets all of the criteria listed in Section 452.b

WMP2 = 30 points, for managing the runoff from all storms up to and including the 100-year event to ensure that flood flows downstream of new development do not increase due to the development

"All storms" includes at a minimum the 10-year storm, the 25-year or the 50-year storm, and the 100-year storm.

WMP3 = 55 points, if the plan provides onsite management of future peak flows and volumes so that they do not increase over present values

If the community's onsite development standards prevent all increases in downstream flood peaks AND VOLUMES, regardless of their location within the watershed, it will receive this credit. A community can receive the maximum credit if it requires retention of runoff from a 100-year or larger storm and discharges it to groundwater or irrigation or if it detains the runoff long enough to discharge it after the peak flow in the receiving body has subsided, so that the discharge will not increase downstream peak flows anywhere in the receiving stream.

WMP4 = 35 points, if the plan manages the runoff from all storms up to and including the 5-day event

If a community can demonstrate that an event shorter than five days is the locally appropriate "worst-case" runoff event for stormwater management, it may receive this credit if it uses that event for its regulatory standard. In some areas this may require continuous-simulation modeling. If a community, regional, state, or federal agency can demonstrate that, for example, the 72-hour event provides the "worst case" runoff for a watershed, the 72-hour event would be credited for communities in that area.

The following three credits recognize communities that preserve their remaining "natural" channels, floodplains, or upland wetlands for stormwater conveyance or storage. "Soft" or "green" approaches are encouraged, rather then "hard" or concrete measures.

WMP5 = 30 points, if the plan identifies existing wetlands or other natural open space areas to be preserved from development so that natural attenuation, retention, or detention of runoff is provided

WMP6 = 25 points, if the plan recommends prohibiting development, alteration, or modification of existing natural channels and the community has adopted a qualifying ordinance

WMP7 = 25 points, if the plan recommends that channel improvement projects use natural or "soft" approaches rather than gabions, rip rap, concrete, or other "hard" techniques, and the community has adopted appropriate design standards or ordinances

WMP8 = 25 points, if the community has a funding source dedicated to implementing the plan's recommendations.

A community with a local funding source dedicated to implementation of the adopted watershed master plan is more likely to complete the projects and can receive additional credit. Common sources of funding include a real estate excise tax, stormwater utilities, drainage district fees, or other dedicated taxes. Developer impact fees are an uncertain source of funding and are not credited here.

Impact Adjustment for WMP

The watershed impact adjustment map for WMP is prepared, and the affected areas are calculated, in the same manner as for SMR in Section 452.a. The area covered by the credited watershed master plan (aWMP) must be the same or smaller than the area covered by the SMR regulations (aSMR).

$$rWMP = \frac{aWMP}{aW}, \quad \text{where}$$

aWMP = the area covered by a watershed master plan

If the total calculated impact adjustment is less than 0.15 or the community does not prepare a watershed impact adjustment map, then rWMP = 0.15.

Documentation for WMP Provided by the Community

(1) At each verification visit,

(a) The needed documentation is assembled by the ISO/CRS Specialist and provided to the technical reviewer for this activity. There is a checklist is to help the community identify all the needed documentation, available at www.CRSresources.org/400.

(i) Documentation that the plan has been adopted by the community. "Adopted by the community" means either formal approval by the community's governing body or formal approval by another body or office of the community that has the authority and funding to implement the plan, such as a flood control district.

(ii) A copy of the watershed master plan(s) that shows where it meets the minimum criteria and the items to be credited. This should be an electronic copy of the plan with a description of the items to be credited and where they can be found in the plan.

(iii) The regulations credited under SMR in Section 452.a, (Section 452.b, credit criterion (2)).

(iv) [For WMP8] A copy of the ordinance adopting the dedicated funding source and a budget describing how the money was spent during the past fiscal year.

(v) If the plan(s) is more than five years old, an evaluation report that addresses whether the plan(s) is still based on appropriate data and effectively manages stormwater runoff. In lieu of a formal report, the community may submit a letter signed by a licensed professional engineer that addresses the following issues:

- The "future conditions" at the time the plan was completed: Do these conditions still reasonably reflect the actual watershed conditions today?
- The precipitation data used for the plan's hydrology: Does the community or agency still use the same precipitation data that were used in the report?
- Method used for the plan(s): Is the method used to develop the plan(s) considered appropriate by the agency today?
- Construction: Has construction of stormwater infrastructure altered actual conditions in ways that make the plan(s) obsolete?
- Other factors: Are there other aspects of the plan(s) that make it obsolete or otherwise of questionable applicability?

(vi) The watershed impact adjustment map.

(vii) [If the community determines the area covered by the watershed master plan (aWMP) to include watershed areas regulated by other communities] Documentation that watersheds outside the jurisdiction of the community are regulated to similar standards or are subject to the same plan as those within the community.

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 16

Contact Name: Toren Hogan
Contact Number: Ext. 5005

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Notification of Cumulative Expenditures with AC Signs, LLC and Approval to Continue Utilizing AC Signs, LLC as a Single Source Vendor. (Recreation Operations Manager Hogan)

Background Summary:

Parks and Leisure Services utilized AC Signs, LLC during fiscal year 2025-2026 to design and construct the prototype Unity Park sign and the 100-year time capsule. Parks and Leisure Services would like to continue using AC Signs, LLC to maintain a consistent identity across the park system. Phase 1 includes signage for eight (8) primary parks, followed by Phase 2, which will include seven (7) neighborhood parks.

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 AC Signs, LLC and add them as a single source vendor for this signage.

Issue:

Should the Honorable Mayor and City Commission acknowledge cumulative fiscal year 2025-2026 expenditures with AC Signs, LLC in excess of the City Manager's purchasing authority and approve continued utilization of AC Signs, LLC and add them as a single source vendor for this signage?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission acknowledge the cumulative fiscal year 2025–2026 expenditures with AC Signs, LLC, which exceeds the City Manager's purchasing authority and approve AC Signs, LLC as a single source vendor. Staff also recommends that the Honorable Mayor and City Commission authorize the City Manager to approve changes to the agreement up to the limit of his purchasing authority for each change order.

Attachments:

1. Estimate 2615 - AC Signs LLC
2. Estimate 2623 - AC Signs LLC
3. Estimate 2624 - AC Signs LLC
4. City Park Concepts

Financial Impacts:
New park signage was funded through the Parks and Leisure Services capital budget under Job# P000412 GL 317-572-10-6302 and processed under existing budget authority.

Sufficient funding is available within the Parks and Leisure Services park signage capital 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

AC Signs, LLC
11100 Astronaut Blvd
ORLANDO, FL 32837 US
+14078575564
angela@acsigns.com
www.acsigns.com

ADDRESS
City of Ocoee

SHIP TO
City of Ocoee

Estimate 2615

DATE 03/05/2025

SALES REP.
James Pena

PROJECT NAME
City Park Monument Sign

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Option 1			
	Fabrication and installation of (1) 77” X 52” Non-illuminated double-sided monument sign with vinyl/digital printed graphics. Footer preparation and concrete pour.	1	10,625.00	10,625.00
	Engineering	1	1,200.00	1,200.00
	Exclusions: Electrical rough in Permit Fees MOT as needed per location			

SUBTOTAL	11,825.00
TAX	0.00
TOTAL	$11,825.00

Accepted By

Accepted Date

AC Signs, LLC
11100 Astronaut Blvd
ORLANDO, FL 32837 US
+14078575564
angela@acsigns.com
www.acsigns.com

ADDRESS
City of Ocoee

SHIP TO
City of Ocoee

Estimate 2623

DATE 03/10/2025

SALES REP.
James Pena

PROJECT NAME
City Park Monument Sign

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Option 2			
	Fabrication for (1) 77" X 52" internally illuminated double-sided monument sign with stencil cut-out copy backed up with acrylic with first surface dual vinyl for the park name and the city logo only; all the park symbols to be digitally printed. Footer preparation and concrete pour.	1	13,988.00	13,988.00
	Engineering	1	1,200.00	1,200.00
	Exclusions: Electrical rough in Permit Fees MOT as needed per location			

SUBTOTAL	15,188.00
TAX	0.00
TOTAL	$15,188.00

Accepted By

Accepted Date

AC Signs, LLC
11100 Astronaut Blvd
ORLANDO, FL 32837 US
+14078575564
angela@acsigns.com
www.acsigns.com

ADDRESS
City of Ocoee

SHIP TO
City of Ocoee

Estimate 2624

DATE 03/10/2025

SALES REP.
James Pena

PROJECT NAME
City Park Monument Sign

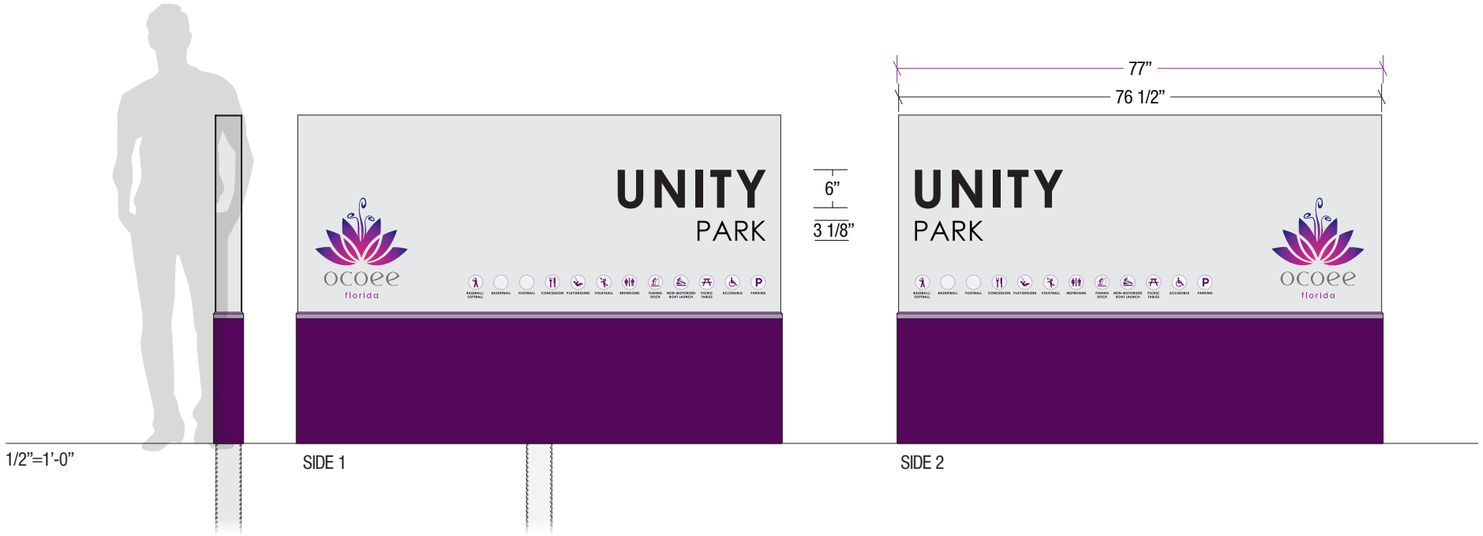
DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Option 3			
	Fabrication for (1) 77” X 52” Non-illuminated double-sided monument sign with vinyl/digital printed graphics and FCO letter for the park name only. Footer preparation and concrete pour.	1	11,577.00	11,577.00
	Engineering	1	1,200.00	1,200.00
	Exclusions: Electrical rough in Permit Fees MOT as needed per location			

SUBTOTAL	12,777.00
TAX	0.00
TOTAL	$12,777.00

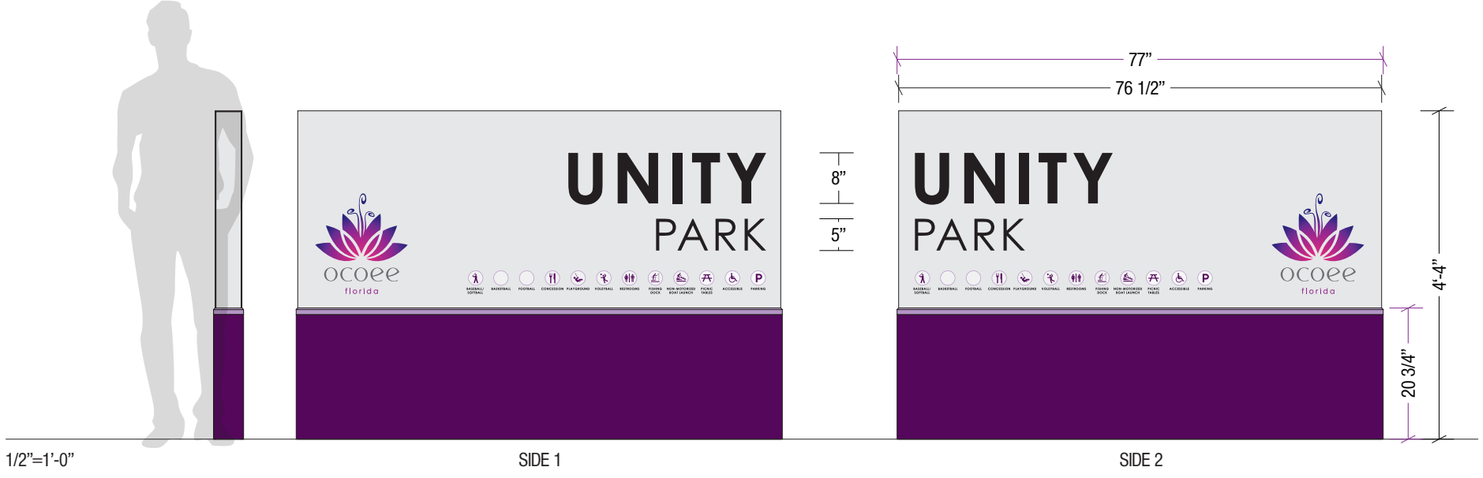
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Accepted Date

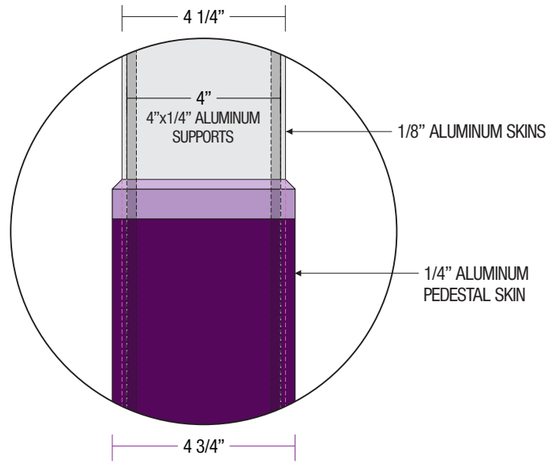
DOUBLE FACE NON ILLUMINATED MONUMENT SIGN



OPTION 1a: NON ILLUMINATED WITH VINYL AND DIGITAL PRINT GRAPHICS



OPTION 1b: NON ILLUMINATED WITH LARGER GRAPHICS FOR PARK NAME



City of
ocoee
florida
PARK SIGNAGE

AC SIGNS & CUSTOM MFG.
FABRICATION ★ INSTALLATION ★ SERVICE
ORLANDO, FL 407-857-5564

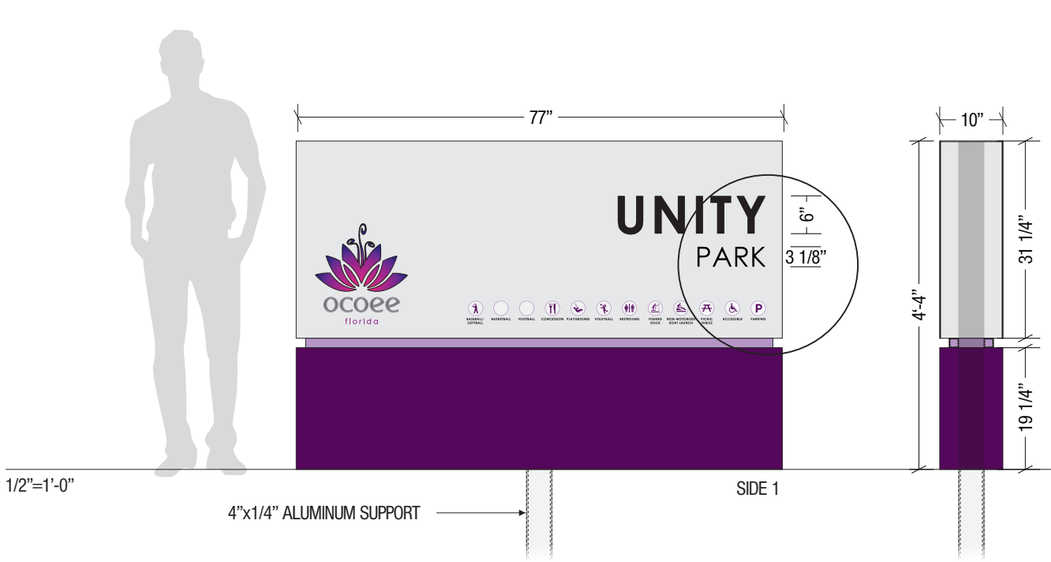
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DRAWING SCALE:	NOTED

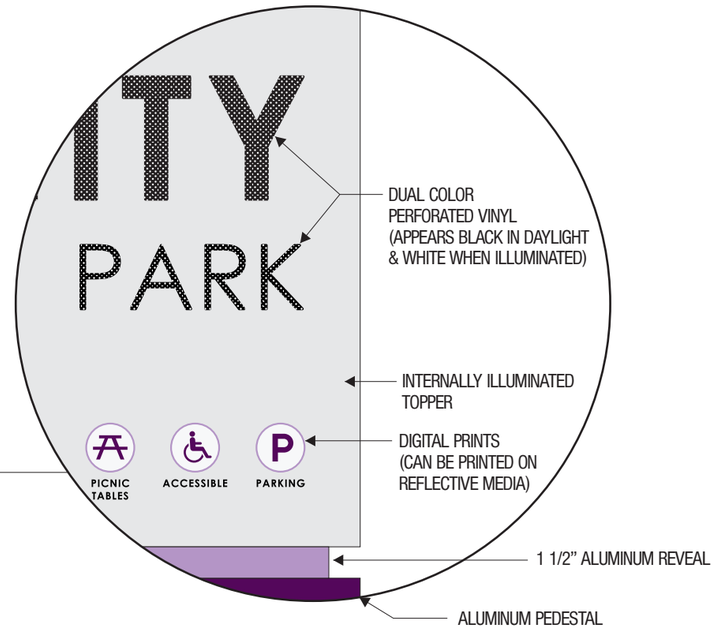
REVISIONS

No.	Date	Description

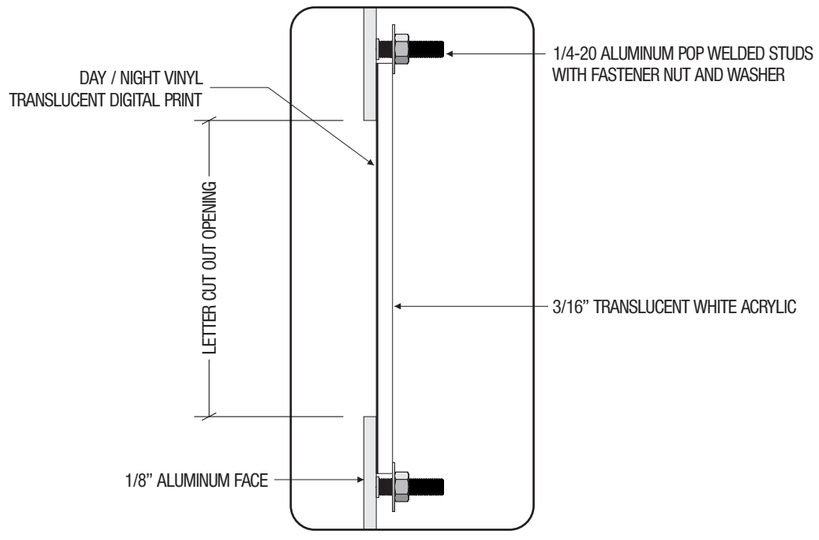
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DOUBLE FACE INTERNALLY ILLUMINATED MONUMENT SIGN

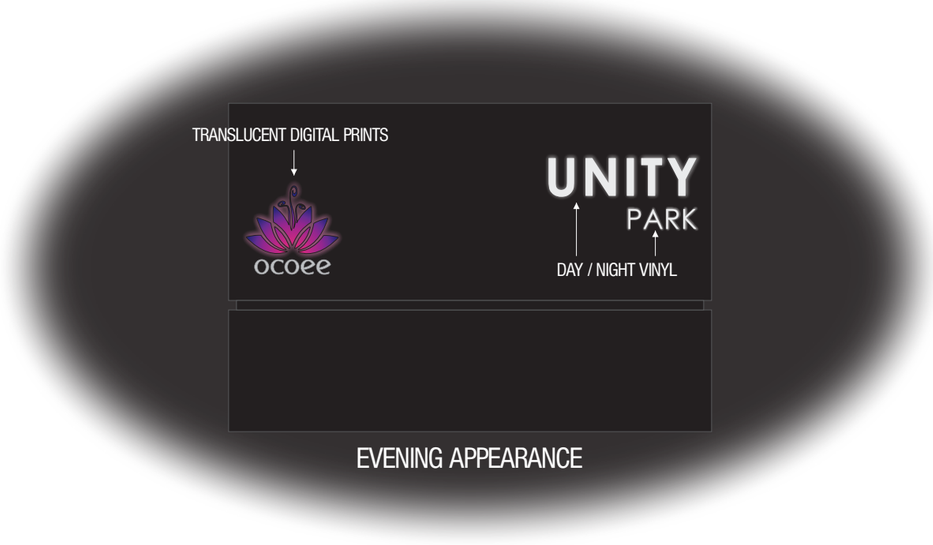




OPTION 2a: STENCIL CUT INTERNALLY ILLUMINATED WITH DAY/NIGHT VINYL AND DIGITAL PRINT GRAPHICS



STENCIL CUT / ACRYLIC BACKED DETAIL



EVENING APPEARANCE

City of ocoee florida
PARK SIGNAGE

AC SIGNS & CUSTOM MFG.
FABRICATION * INSTALLATION * SERVICE
ORLANDO, FL 407-857-5564

SIGN TYPE:	N.I. MONUMENT
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DRAWING START DATE:	2/17/25
DRAWING SCALE:	NOTED

REVISIONS

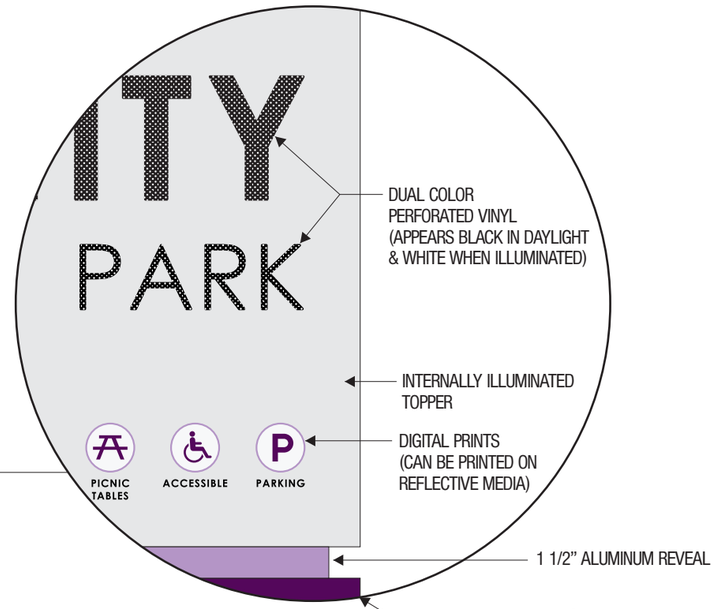
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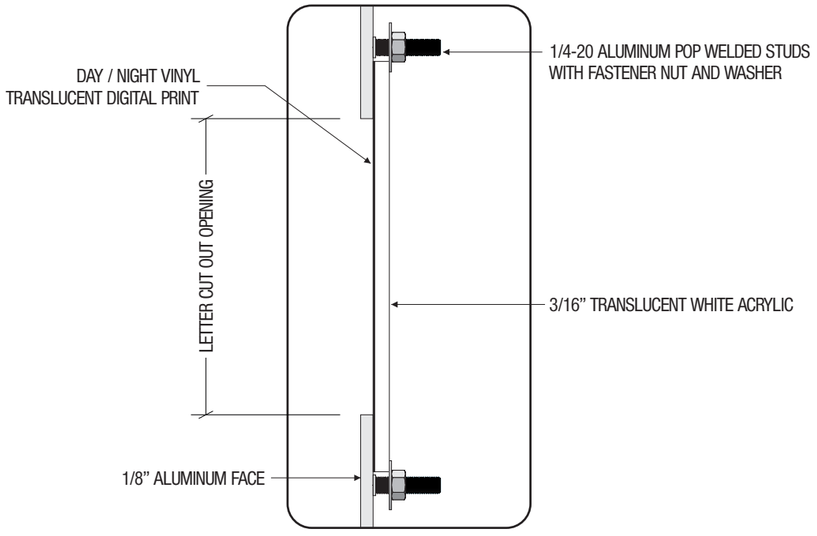
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DOUBLE FACE INTERNALLY ILLUMINATED MONUMENT SIGN



OPTION 2b: STENCIL CUT INTERNALLY ILLUMINATED WITH
DAY/NIGHT VINYL AND DIGITAL PRINT GRAPHICS
LARGER PARK LETTERS





STENCIL CUT / ACRYLIC BACKED DETAIL



EVENING APPEARANCE

City of
ocoee
florida
PARK SIGNAGE

AC SIGNS & CUSTOM MFG.
FABRICATION ⋆ INSTALLATION ⋆ SERVICE
ORLANDO, FL 407-857-5564

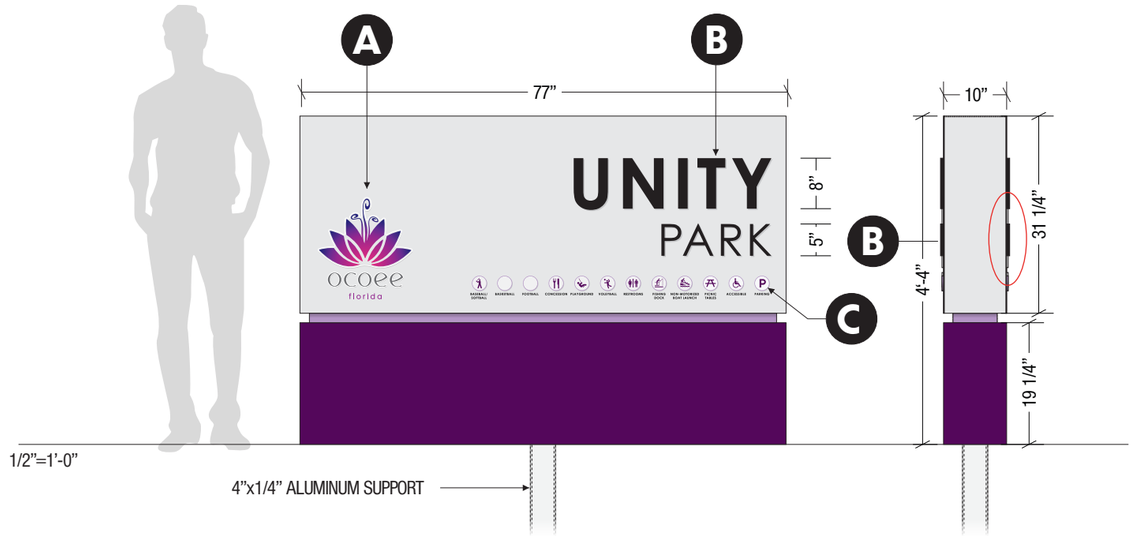
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REVISIONS

No.	Date	Description

PAGE: 3

DOUBLE FACE MONUMENT SIGN WITH FLAT CUT OUT LETTERS



OPTION 3: NON ILLUMINATED MONUMENT SIGN
WITH 1/2" & 1/4" FLAT CUT OUT GRAPHICS AND SURFACE
APPLIED VINYL GRAPHICS



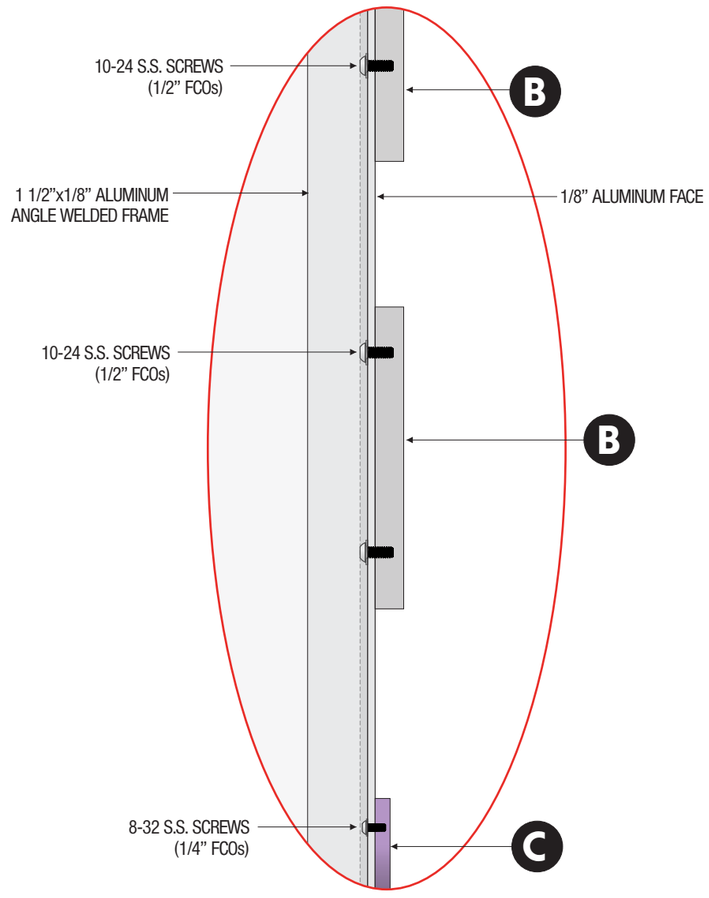
A 1/4" TYPE 1 PVC PAINTED 10% GRAY
(MATTHEWS SATIN FINISH)
3M DIGITAL PRINT WITH SATIN UV LAMINATE
APPLIED TO SURFACE OF FCO



B 1/2" TYPE 1 PVC PAINTED PMS BLACK
(MATTHEWS SATIN FINISH)



C 1/4" TYPE 1 PVC PAINTED LIGHT PURPLE (C29/M43/Y0/K0)
3M DIGITAL PRINT WITH SATIN UV LAMINATE
APPLIED TO SURFACE OF FCO



FCO CONNECTION DETAIL

City of
ocoee
florida
PARK SIGNAGE

AC SIGNS & CUSTOM MFG.
FABRICATION ★ INSTALLATION ★ SERVICE
ORLANDO, FL 407-857-5564

SIGN TYPE:	N.I. MONUMENT
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DRAWING START DATE:	2/17/25
DRAWING SCALE:	NOTED

REVISIONS

No.	Date	Description

PAGE: 4

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 17

Contact Name: Jen Bolling
Contact Number: Ext. 4021

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Septic-To-Sewer Initial Assessment Resolution. (Utilities Director Bolling)

Background Summary:

The 2017 Downtown Master Plan identified the lack of central sewer as a major barrier to redevelopment, and state-led Wekiva Basin studies identified septic tanks as a major contributor to nutrient loading in Starke Lake. To support downtown redevelopment and work towards meeting mandated state nutrient reduction requirements, the City has completed multiple central sewer projects downtown over the past several years.

In 2025, thirty-nine properties using 41 septic tanks were found to have sewer service available but not yet connected to central sewer. A recently awarded Florida Springs Grant covers 100% of the on-property construction costs needed to connect to sewer but does not fund the City's one-time sewer capital fee. To provide flexibility in paying this fee, the Commission approved three 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.

The sewer capital fee is calculated based on the Equivalent Residential Unit (ERU) methodology as established in Chapter 173 City Code. The City Commission approved the sewer capital fee of $7,811/ERU. Document recording fees for financing totals $120. Two properties have already connected to the City's sewer system. Fourteen property owners have chosen to pay the sewer capital fee using the one-time payment option. Four property owners have chosen to use the interest-free 24-month payment plan on their utility bills.

The remaining nineteen properties will finance their capital fees through the 10-year non-ad valorem assessment at 3% interest.

Issue:

Should the Honorable Mayor and City Commission adopt the Septic-To-Sewer Initial Assessment Resolution for the FY 2026-27 and set a September 1, 2026, public hearing date to adopt the Final Assessment Resolution?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission adopt the Septic-To-Sewer Initial Assessment Resolution for the FY 2026-27 establishing a per ERU method of apportionment and schedule a public hearing on September 1, 2026, for adoption of the Final Assessment Resolution.

Attachments:
1. IAR Septic to Sewer

Financial Impacts:
Costs to mail certified letter is budgeted under 401-531-00-4200.

Type of Item: Consent

CITY OF OCOEE, FLORIDA

SEPTIC-TO-SEWER
INITIAL ASSESSMENT RESOLUTION

ADOPTED JULY 21, 2026

TABLE OF CONTENTS

PAGE

ARTICLE I
DEFINITIONS AND CONSTRUCTION

SECTION 1.01. PURPOSE AND DEFINITIONS 2
SECTION 1.02. AUTHORITY 5
SECTION 1.03. LEGISLATIVE FINDINGS 5

ARTICLE II
NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED CAPITAL AND PROJECT FEES 9
SECTION 2.02. ASSESSMENT ROLL 9
SECTION 2.03. PUBLIC HEARING 9
SECTION 2.04. NOTICE BY PUBLICATION 10
SECTION 2.05. NOTICE BY MAIL 10

ARTICLE III
ASSESSMENTS

SECTION 3.01. DESCRIPTION OF ASSESSMENT AREA 11
SECTION 3.02. IMPOSITION OF ASSESSMENTS 11
SECTION 3.03. ASSESSMENT UNITS 11
SECTION 3.04. PREPAYMENT AMOUNTS 12
SECTION 3.05. COMPUTATION OF ASSESSMENTS 12
SECTION 3.06. PREPAYMENT OPTION 14
SECTION 3.07. MANDATORY PREPAYMENT 14

ARTICLE IV
GENERAL PROVISIONS

SECTION 4.01. METHOD OF COLLECTION 17
SECTION 4.02. APPLICATION OF ASSESSMENT PROCEEDS 17
SECTION 4.03. CONFLICTS 17
SECTION 4.04. SEVERABILITY 17
SECTION 4.05. EFFECTIVE DATE 17

APPENDIX A: FORM OF PUBLISHED NOTICE A-1
APPENDIX B: FORM OF MAILED NOTICE B-1
APPENDIX C: DESCRIPTION OF TAX PARCELS LOCATED IN THE SEPTIC-TO-SEWER ASSESSMENT AREA C-1

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, RELATING TO FUNDING CONNECTION TO THE CITY'S SEWER EXPANSION PROJECT; PROVIDING FOR PURPOSE AND DEFINITIONS, AUTHORITY, AND CERTAIN LEGISLATIVE FINDINGS; ESTABLISHING THE CAPITAL AND PROJECT COSTS; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENTS AND THE METHOD OF COLLECTION; DIRECTING THE PROVISION OF NOTICE THEREOF; DESCRIBING THE PROPOSED ASSESSMENT AREA; PROVIDING FOR IMPOSITION OF ASSESSMENTS; ESTABLISHING PREPAYMENT AMOUNTS AND DESCRIBING THE TERMS AND CONDITIONS FOR PREPAYMENTS; PROVIDING FOR THE COMPUTATION OF ASSESSMENTS; PROVIDING FOR COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

SECTION 1.01. PURPOSE AND DEFINITIONS.

(A) This Resolution constitutes the Initial Assessment Resolution as defined in the Ordinance.

(B) Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

(C) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Adjusted Prepayment Amount" means the amount required to prepay the Assessment for each Tax Parcel located in the Assessment Area, as computed pursuant to Section 3.04(B) hereof and revised annually pursuant to Section 3.05(E) hereof.

"Annual Capital Connection Component" means the amount computed for each Tax Parcel pursuant to Section 3.05(A) hereof.

"Assessment" means an annual special assessment imposed against property located within the Assessment Area to fund the Project Cost for connection to the City's Sewer Expansion Project constructed to serve the Assessment Area and related expenses, computed in the manner described in Section 3.05 hereof.

“Assessment Area” means the Septic-to-Sewer Assessment Area described in Section 3.01 and Appendix C hereof.

"Assessment Period" means the time period estimated by the City during which Assessments are imposed unless otherwise prepaid as provided herein. The Assessment Period for the Assessments shall be ten (10) years.

"Assessment Roll" means a non-ad valorem assessment roll relating to the Project Cost for connection to the City’s Sewer Expansion Project to serve the Assessment Area and related expenses.

"Capital Cost" means, as defined in the Ordinance, all or any portion of the expenses that are properly attributable to the connection to the City’s Sewer Expansion Project and imposition of the 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.

"City" means the City of Ocoee, Florida.

"City Interest Rate" means the rate of interest established by the City for the advance funding of the Capital Cost for connection to the City’s Sewer Expansion Project, as set forth in Section 1.03(H) hereof.

"Collection Cost" means all or any portion of the estimated cost to be incurred by the City during any Fiscal Year in connection with the collection of Assessments.

"Collection Cost Component" means the amount computed for each Tax Parcel pursuant to Section 3.05(B) hereof.

"Commission" means the City Commission as the governing body of the City of Ocoee, Florida.

"City Manager" means the chief administrative officer of the City under Article IV of the Charter of the City of Ocoee, or such person's designee.

“ERU” means the Assessment Unit, as defined in the Ordinance, to be used in calculating the Assessment, as assigned for each Tax Parcel in accordance with Section 3.03 hereof to serve as a proxy for each Tax Parcel’s estimated sewer usage based on the estimated average flow of 270 gallons per day.

"Final Assessment Resolution" means the resolution described in Section 4.06 of the Ordinance that imposes Assessments within the Assessment Area.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Initial Prepayment Amount" means the amount computed pursuant Section 3.04(A) hereof for each Tax Parcel located in the Assessment Area.

"Ordinance" means City of Ocoee Ordinance No. 2026-10, as codified in Chapter 105 of the City of Ocoee Code of Ordinances.

"Project Cost" means, as defined in the Ordinance: (A) the Capital Cost of for connection to the Sewer Expansion Project; (B) interest accruing on any internal loans to fund the connection cost; and (C) any other costs or expenses related thereto.

"Sewer Expansion Project" means the pipes, mains, lift stations, vacuum stations, and other facilities constructed by the City to provide wastewater collection services to all Tax Parcels located in the Assessment Area.

"Statutory Discount Amount" means the amount computed for each Tax Parcel pursuant to Section 3.05(C) hereof.

"Tax Parcel" means a parcel of property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"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.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, 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.

SECTION 1.02. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Ordinance; the City of Ocoee Home Rule Charter; Article VIII, Section 2 of the Florida Constitution; Sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

SECTION 1.03. LEGISLATIVE FINDINGS. It is hereby ascertained, determined and declared that connection to the Sewer Expansion Project to be funded by the Assessments provides a special benefit to property and is fairly and reasonably apportioned among all benefited properties based upon the following legislative findings:

(A) Pursuant to Article VIII, Section 2 of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the Commission may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the Commission may legislate on any subject matter on which the Legislature may act, except those subjects described in (a), (b), (c), and (d) of section 166.021(3), Florida Statutes.

(B) The City has obtained state grants to provide for the Sewer Expansion Project to extend central City sewer services to certain properties within the City that are currently being served by septic systems.

(C) While the City's grants fully funded the Sewer Expansion Project, the grants did not include funding to cover the costs of connecting existing properties to the Sewer Expansion Project. Accordingly, to assist property owners with the financial burden associated with the costs to connect to the Sewer Expansion Project, the Commission has enacted the Ordinance to provide for the creation of Assessment Areas and authorize the imposition of Assessments to fund the construction of local improvements and the provision of essential services to serve the property located therein.

(D) The City seeks to develop a cost-effective sewer program with the intent of reducing the impact of pollutants on the natural environment and preserving groundwater quality, and to finance the extension of its centralized sanitary sewer facilities through the imposition of Assessments and available grant funding. Section 381.00655, Florida Statutes, requires property owners to connect to an available publicly owned sewage system within one year of notification of availability.

(E) Every property owner proposed to be served by the Sewer Expansion Project was provided with various financing options by the City to fund the connection costs, with one option being the Assessments provided for herein. The Commission desires to create the Assessment Area for the purpose of funding the costs of connection to the Sewer Expansion Project to serve the Tax Parcels within the boundaries of the Assessment Area who either voluntarily elected the Assessment funding option or did not actively select any other funding option.

(F) Connection to the Sewer Expansion Project will provide a special benefit to the Tax Parcels located within the Assessment Area and will possess a logical relationship to the use and enjoyment of property by providing: (1) access to central wastewater treatment facilities to the owners and occupants of property for the proper, safe, and cost effective treatment and disposal of wastewater generated on such property, which improves the utilization, marketability, and development potential of said properties; (2) better, consistent and environmentally compliant service to owners and occupants; (3) the enhancement of environmentally responsible use and enjoyment of property; and (4) the protection of property and rental values and the health and safety of the owners and occupants of property.

(G) The rate of Assessment for connection to the Sewer Expansion Project for all Tax Parcels in the Assessment Area shall be expressed in terms of ERUs. The per ERU method of apportionment is a fair and reasonable method of apportionment because the City currently utilizes ERUs to measure and calculate sewer capacities, as well as capital charges and connection fees for both residential and commercial developments within the City.

(H) Due to the relatively small number of property owners in the Assessment Area, the City has decided to reduce the financial impact to connect to the City's sewer system by providing a ten (10) year internal loan to the real property owners to allow financing for their share of the Project Cost for connection. Based on current market conditions, the City has decided that the maximum interest rate that will be charged is 3% per year, based on its expectation with respect to the average investment rate and the availability of funds over the term of the Assessment.

(I) The Assessments associated with the connection to the Sewer Expansion Project provide an equitable method of funding those costs by fairly and reasonably allocating the cost to specially benefitted property, based upon the number of ERUs attributable to each Tax Parcel, in the manner hereinafter described.

(J) Each property within the Assessment Area will be benefited by connection to the Sewer Expansion Project in an amount not less than the Assessment imposed against such property, as computed in the manner set forth in this Initial Assessment Resolution.

ARTICLE II
NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED CAPITAL AND PROJECT COST.

(A) The estimated Capital Cost for the Sewer Expansion Project is $164,031.84.

(B) The estimated Project Cost of the Sewer Expansion Project is $194,968.21. The Project Cost will be funded through the imposition of Assessments against each property located in the Assessment Area in the manner set forth in Article III hereof.

SECTION 2.02. ASSESSMENT ROLL.

(A) The City Manager is hereby directed to prepare, or direct the preparation of, a final estimate of the Capital Cost and Project Cost for connection to the Sewer Expansion Project and to prepare the preliminary Assessment Roll in the manner provided in the Ordinance.

(B) The City Manager shall apportion the Capital Cost and Project Cost among the parcels of real property within the Assessment Area in conformity with Article III hereof.

(C) The estimate of Capital Cost, Project Cost, and the Assessment Roll shall be maintained on file in either the City's Utilities Department or the City Manager's office (as designated by 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 Assessment for each Tax Parcel can be determined by use of a computer terminal available to the public.

SECTION 2.03. PUBLIC HEARING. A public hearing will be conducted by the City Commission on September 1, 2026, at 6:15 p.m., or as soon thereafter as the matter

can be heard, in the City Commission Chambers, 1 N. Bluford Avenue, Ocoee, Florida or such other location designated by the Commission, to consider: (A) creation of the Assessment Area; (B) imposition of the Assessments; and (C) collection of the Assessments pursuant to the Uniform Assessment Collection Act commencing with the Tax Bill to be mailed in November 2026.

SECTION 2.04. NOTICE BY PUBLICATION. The City Manager shall publish a notice of the public hearing authorized by Section 2.03 hereof in the manner and the time provided in Section 181-24 of the Ordinance. Such notice shall be in substantially the form attached hereto as Appendix A and published no later than August 11, 2026.

SECTION 2.05. NOTICE BY MAIL.

(A) In the time and in the manner specified in Section 181-25 of the Ordinance, the City Manager shall provide first class mailed notice of the public hearing authorized by Section 2.03 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll. Such notice shall be in substantially the form attached hereto as Appendix B and mailed by first class mail no later than August 11, 2026.

(B) For any Tax Parcels with exempt “home addresses” pursuant to Section 119.071(4), Florida Statutes, the City Manager shall work with the Property Appraiser and Tax Collector to provide notice.

ARTICLE III
ASSESSMENTS

SECTION 3.01. DESCRIPTION OF ASSESSMENT AREA.

(A) The Assessment Area shall include the property described in Appendix C attached hereto and incorporated herein by reference.

(B) The Assessment Area is created for the purpose of improving the use and enjoyment of all properties located therein by funding the connection of properties currently served by septic tanks to the Sewer Expansion Project to provide access to central wastewater collection and treatment services.

SECTION 3.02. IMPOSITION OF ASSESSMENTS.

(A) Assessments shall be imposed against property located within the Assessment Area for a period of ten (10) years. The first annual Assessment will be included on the ad valorem tax bill mailed in November 2026.

(B) In accordance with Section 181-8 of the Ordinance, when imposed, the Assessment shall constitute a lien upon the Tax Parcels located in the Assessment Area, which lien shall be equal in rank and dignity with the liens of all state, 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.

SECTION 3.03. ASSESSMENT UNITS. To reflect the relative amount of special benefit to be derived from construction of the Sewer Expansion Project, all Tax Parcels shall be assessed based on the number of ERUs assigned to the Tax Parcel in accordance with the City's standard utility policies and procedures.

SECTION 3.04. PREPAYMENT AMOUNTS.

(A) Upon adoption of the Final Assessment Resolution, an Initial Prepayment Amount for each Tax Parcel located within the Assessment shall be calculated as the sum of: (1) the amount computed by (a) dividing the number of ERUs attributable to such Tax Parcel by the total number of ERUs attributable to all Tax Parcels within the Assessment Area; and (b) multiplying the result by the estimated Project Cost of the Sewer Expansion Project.

(B) The Initial Prepayment Amount for each Tax Parcel shall be revised annually pursuant to Section 3.05(E) hereof.

SECTION 3.05. COMPUTATION OF ASSESSMENTS. The annual Assessment shall be computed for each Tax Parcel that has not prepaid in the manner set forth in this Section 3.05.

(A) ANNUAL CAPITAL CONNECTION COMPONENT. The Annual Capital Connection Component shall be calculated for each Fiscal Year in which the Initial Prepayment Amount (or Adjusted Prepayment Amount, if applicable) of the Tax Parcel is outstanding as the annual installment of principal and interest due based on a debt service schedule prepared with the Initial Prepayment Amount for such Tax Parcel as the beginning balance and utilizing the City Interest Rate such that the principal and interest are payable in equal installments over a 10-year period.

(B) COLLECTION COST COMPONENT. The Collection Cost Component shall be computed each Fiscal Year for each Tax Parcel by: (1) dividing (a) the Adjusted Prepayment Amount for such Tax Parcel by (b) the sum of the aggregate Adjusted

Prepayment Amount remaining in the Assessment; and (2) multiplying the result by the Collection Cost determined by the City.

(C) STATUTORY DISCOUNT AMOUNT. The Statutory Discount Amount shall be computed for each Tax Parcel as the amount determined by the City based on the amount the City is allowed by law to budget receipts, which shall also include the maximum discount for early payment of ad valorem taxes and non-ad valorem assessments. Such amount shall be calculated by deducting: (1) the sum of (a) the Annual Capital Connection Component and (b) the Collection Cost Component, from (2) the amount computed by dividing (a) the sum of (i) the Annual Capital Connection Component and (ii) the Collection Cost Component, by (b) 0.95.

(D) ASSESSMENT. The annual Assessment for each Tax Parcel shall be computed as the sum of: (1) the Annual Capital Connection Component; (2) the Collection Cost Component; and (3) the Statutory Discount Amount.

(E) REVISION OF ADJUSTED PREPAYMENT AMOUNT. Upon certification of the Assessment Roll each Fiscal Year, the revised Adjusted Prepayment Amount for each Tax Parcel shall be computed by deducting: (1) the principal component of the Annual Capital Connection Component determined in Section 3.05(A) above and included on the Assessment Roll for the Tax Parcel, from (2) the Adjusted Prepayment Amount, as initially set pursuant to Section 3.04(A) hereof and thereafter revised pursuant to this Section 3.05(E) (or for the initial Assessment Roll, the Initial Prepayment Amount), utilized to compute the annual Assessment included on the Assessment Roll for such Tax Parcel.

SECTION 3.06. PREPAYMENT OPTION.

(A) Following adoption of the Final Assessment Resolution, the Commission may elect to allow the owner of each Tax Parcel subject to the Assessments to prepay all future unpaid annual Assessments. If allowed by the Commission in its sole discretion, the owner of each Tax Parcel subject to the Assessments shall be entitled to prepay all future unpaid annual Assessments upon payment of an amount equal to the sum of: (1) the Adjusted Prepayment Amount for such Tax Parcel, and (2) interest on the Adjusted Prepayment Amount, computed at the City Interest Rate.

(B) During any period commencing on the date the annual Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the City may reduce the amount required to prepay the future unpaid annual Assessments for the Tax Parcel by the amount of the Assessment that has been certified for collection with respect to such Tax Parcel.

(C) The amount of all prepayments made pursuant to this Section 3.06 shall be final. The City shall not be required to refund any portion of a prepayment if: (1) the Capital Cost or Project Cost is less than the amount upon which such Adjusted Prepayment Amount was computed; or (2) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

SECTION 3.07. MANDATORY PREPAYMENT.

(A) The owner of a Tax Parcel subject to the Assessment shall immediately prepay all future unpaid annual Assessments for such Tax Parcel if (1) the Tax Parcel is to be acquired or otherwise transferred to an entity for which Assessments cannot be

collected pursuant to the Uniform Assessment Collection Act through condemnation, negotiated sale or otherwise, (2) the Tax Parcel is subject to annexation by a governmental unit, or (3) a tax certificate has been issued and remains outstanding in respect of the Tax Parcel and the City, at its sole option, elects to accelerate the Assessment. In the case of (1) or (2) above, the owner of the Tax Parcel prior to condemnation, sale or other transfer must notify the City at least 30 days prior to the proposed acquisition or transfer date in order to allow the City sufficient time to determine the final amount due. Failure to provide such notice shall cause an automatic acceleration of such Assessment the effective date of which is 10 days prior to the proposed acquisition or transfer date.

(B) The amount required to prepay the future unpaid annual Assessments will be equal to the sum of: (1) the Adjusted Prepayment Amount for such Tax Parcel, and (2) interest on the Adjusted Prepayment Amount, from the most recent ad valorem tax bill, computed at the City Interest Rate.

(C) During any period commencing on the date the annual Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the City may reduce the amount required to prepay the future unpaid annual Assessments for the Tax Parcel by the amount of the Assessment that has been certified for collection with respect to such Tax Parcel.

(D) The amount of all prepayments made pursuant to this Section 3.07 shall be final. The City shall not be required to refund any portion of a prepayment if: (1) the Capital Cost or Project Cost is less than the amount upon which such Adjusted

Prepayment Amount was computed; or (2) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

(E) Collection by the City of mandatory prepayments pursuant to this Section 3.07 is supplemental and in addition to any other legally available remedy the City may seek for repayment of the Assessments.

ARTICLE IV
GENERAL PROVISIONS

SECTION 4.01. METHOD OF COLLECTION. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act commencing with the Tax Bill mailed in November 2026.

SECTION 4.02. APPLICATION OF ASSESSMENT PROCEEDS. The revenue derived from the Assessments will be utilized to fund the provision of sewer capacity and other costs for connection to the Sewer Expansion Project.

SECTION 4.03. CONFLICTS. This Initial Assessment Resolution shall prevail in the event of any conflicts with any other Resolution of the City of Ocoee.

SECTION 4.04. SEVERABILITY. In the event any portion of this Initial Assessment Resolution is deemed invalid by any court of competent jurisdiction, the invalid portion shall be considered severed, and the remainder of this Initial Assessment Resolution shall continue in effect.

SECTION 4.05. EFFECTIVE DATE. This Initial Assessment Resolution shall 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)

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

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 11, 2026

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS

[INSERT MAP OF ASSESSMENT AREA]

Notice is hereby given that the City Commission of the City of Ocoee, Florida, will conduct a public hearing to consider creation of the Septic-to-Sewer Assessment Area ("Assessment Area"), as shown above, and to impose special non-ad valorem assessments against certain parcels of property located therein. The hearing will be held at 6:15 P.M., or as soon thereafter as the matter can be heard, on September 1, 2026, in the City Commission Chambers, 1 N. Bluford Avenue, Ocoee, Florida for the purpose of receiving public comment on the proposed assessment area, the assessments and their collection on the tax bill. 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 at (407) 905-3105 at least forty-eight (48) hours prior to the date of the hearing. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person wishes to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The City seeks to develop a cost-effective central sewer program with the intent of reducing the impact of pollutants on the natural environment and preserving groundwater

quality. The City obtained grants to fund the construction of a sewer system expansion necessary to serve properties on septic tanks, but the grants did not include funding to cover the costs of connecting existing properties to the new sewer system. To assist property owners with the financial burden associated with the costs to connect to the sewer expansion project, the Assessments have been proposed to fund the costs of connection to the City's sewer expansion project and related expenses that will provide the properties within the proposed Assessment Area with central wastewater collection services. The assessment for each parcel of property will be based upon the number of "ERUs" on the parcel. Each tax parcel will be assigned these assessment units in accordance with the City's standard utility policies and procedures.

A more specific description is set forth in the Initial Assessment Resolution adopted by the City Commission on July 21, 2026. Copies of the Initial Assessment Resolution and the preliminary assessment roll are available for inspection at Office of the City Clerk located at 1 N. Bluford Avenue, Ocoee, Florida.

The annual assessment will include each property's share of the connection costs, interest, collection costs, administrative costs, and the amount Florida law requires the City to discount receipts for its annual budget. The proposed maximum annual assessment is $929.76 per ERU. The City Commission intends to collect the assessments in ten (10) annual assessments, the first of which will be included on the ad valorem tax bill to be mailed in November 2026. Future annual assessments may be prepaid if allowed by the City.

The assessments will be collected on the ad valorem tax bill, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax

certificate to be issued against the property which may result in a loss of title. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission action at the above hearing (including the method of apportionment, the rate of assessment, and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If you have any questions, please contact the City Clerk at (407) 905-3105, Monday through Friday between 8:00 a.m. and 5:00 p.m.

CITY COMMISSION
CITY OF OCOEE, FLORIDA

APPENDIX B

FORM OF NOTICE TO BE MAILED

APPENDIX B
FORM OF NOTICE TO BE MAILED

August 11, 2026

[Property Owner Name]
[Street Address]
[City, State and zip]

Re: Parcel Control Number [Insert Number]
Septic-to-Sewer Assessment Area

Dear Property Owner:

As required by section 197.3632, Florida Statutes, and the direction of the City Commission of the City of Ocoee, notice is given that an annual special assessment to fund the connection costs associated with connecting your property to the City's central sewer system using the tax bill collection method may be levied on your property contained. The use of an annual special assessment to fund improvements benefiting property located within the assessment area is a fair, efficient and effective means of funding these improvements, which are needed to bring the central sewer services to unserved and underserved properties within the City. You have either elected to participate in this assessment program by entering into a Mandatory Wastewater Connection Financing Agreement with the City or been included within this program as a default due to failure to select an alternative financing option offered by the City.

The City obtained grants to fund the construction of a sewer system expansion necessary to serve properties on septic tanks, but the grants did not include funding to cover the costs of connecting existing properties to the new sewer system. To assist property owners with the financial burden associated with the costs to connect to the sewer expansion project, the special non-ad valorem assessments have been proposed to fund the costs of connection to the City's sewer expansion project and related expenses that will provide the properties within the proposed Assessment Area with central wastewater collection services. The assessment for each parcel of property will be based upon the number of "ERUs" on the parcel. Each tax parcel will be assigned these assessment units in accordance with the City's standard utility policies and procedures.

A more specific description is set forth in the Initial Assessment Resolution adopted by the City Commission on July 21, 2026. Copies of the Initial Assessment Resolution and the preliminary assessment roll are available for inspection in the Office of the City Clerk located at 1 N. Bluford Avenue, Ocoee, Florida. Information relating to the assessment for the above Tax Parcel is included on the last page of this notice.

The City has elected to reduce the financial impact by providing a ten (10) year internal loan to the real property owners to allow financing for their share of the Project

Cost for connection. Based on current market conditions, the City has decided that the maximum interest rate that will be charged is 3% per year, based on its expectation with respect to the average investment rate and the availability of funds over the term of the Assessment.

The total assessment revenue to be collected within the Septic-to-Sewer Assessment Area is estimated to be $195,250. The annual assessment will include your share of the connection costs, interest, collection costs, administrative costs, and the amount Florida law requires the City to discount receipts for its annual budget. The assessments will be collected on the ad valorem tax bill, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. The City Commission intends to collect the assessments in ten (10) annual assessments, the first of which will be included on the ad valorem tax bill to be mailed in November 2026. If allowed by the City, future annual assessments may be prepaid in whole at the option of the property owner.

The City Commission will hold a public hearing at 6:15 P.M., or as soon thereafter as the matter can be heard, on September 1, 2026, in the City Commission Chambers, 1 N. Bluford Avenue, Ocoee, Florida, for the purpose of receiving comments on the proposed assessments, including collection on the ad valorem tax bill. You are invited to attend and participate in the public hearing or to file written objections with the City Commission prior to or during the hearing. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, if you need a special accommodation or an interpreter to participate in this proceeding, please contact the City Clerk at (407) 905-3105 at least forty-eight (48) hours prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission action at the above hearing (including the method of apportionment, the rate of assessment, and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Questions regarding your assessment and the process for collection may be directed to the Utility Director at (407) 905-3170.

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

SEPTIC-TO-SEWER ASSESSMENT AREA

[Property Owner Name]
Parcel Control Number [Insert Number]

Total number of ERUs attributed to property:	[Insert Number]
Initial prepayment amount (excludes financing cost):	[Insert Amount]
Adjusted prepayment amount (includes financing cost):	[Insert Amount]
Number of annual payments:	10
Maximum annual payment:	[Insert Amount]
Expected date of first bill:	November 2026
Total amount of annual payments:	[Insert Amount]
Expected date of last bill:	November 2035

_____

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

APPENDIX C

DESCRIPTION OF TAX PARCELS LOCATED IN THE SEPTIC-TO-SEWER ASSESSMENT AREA

SEPTIC-TO-SEWER ASSESSMENT AREA

PID#	Address
17-22-28-6144-04-393	1 E Columbus St
17-22-28-6144-03-491	12 Floral St
17-22-28-6144-02-055	126 N Bluford Ave
18-22-28-4100-00-152	325 N Cumberland Ave
18-22-28-4100-00-153	327 N Cumberland Ave
17-22-28-6144-04-433	650 S Bluford Ave
17-22-28-6144-03-430	102 S Cumberland Ave
18-22-28-0744-00-070	117 S Cumberland Ave
17-22-28-6144-03-302	14 S Cumberland Ave
17-22-28-6144-03-450	17 Sills Aly
17-22-28-6144-03-460	5 Sills Aly
17-22-28-6144-03-340	116 W McKey St
17-22-28-6144-03-160	123 W McKey St
17-22-28-6144-03-273	14 W McKey St
17-22-28-6144-03-470	2 W McKey St
17-22-28-6144-03-280	26 W McKey St
17-22-28-6144-03-271	6 W McKey St
17-22-28-2873-00-030	109 W Oakland Ave
17-22-28-6144-03-050	18 W Oakland Ave

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 18

Contact Name: Steven Weber
Contact Number: Ext. 1520

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Resolution Establishing Intent to Reimburse Certain Capital Expenditures - Utilities Project (Finance Director Weber)

Background Summary:
The City needs to construct a reclaim storage tank/well/treatment system, and is considering issuing debt to finance the project. If debt is issued for the project, a reimbursement resolution is needed should eligible project costs be incurred prior to the issuance of debt. This will allow those costs to be reimbursed from debt proceeds. This resolution **does not** approve the issuance of debt. The debt issuance will come before the City Commission at a later date.

Issue:
Should the Honorable Mayor and City Commission approve the reimbursement resolution as presented?

Recommendations:
Staff recommends the Honorable Mayor and City Commission approve the reimbursement resolution as presented.

Attachments:
1. Resolution

Financial Impacts:
None at this time.

Type of Item: Consent

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH VARIOUS CAPITAL IMPROVEMENT PROJECTS WITH PROCEEDS OF ONE OR MORE FUTURE TAX-EXEMPT FINANCING(S); PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

SECTION 1. Authority for this Resolution. This Resolution is adopted pursuant to Section 1.150-2 of the Income Tax Regulations which were promulgated pursuant to the Internal Revenue Code of 1986, as amended, the municipal charter of the City of Ocoee, Florida (the "Issuer") and other applicable provisions of law.

SECTION 2. Findings. It is hereby ascertained, determined and declared that:

The Issuer has determined that the need exists to incur debt to finance the costs of all or a portion of various capital projects including, but not limited to, capital improvements to the Issuer's water, sewer and/or reclaimed water systems (the "Project").

SECTION 3. Declaration of Intent. The Issuer hereby expresses its intent to be reimbursed from proceeds of one or more future tax-exempt financing(s) for capital expenditures to be paid by the Issuer in connection with the Project. Pending reimbursement, the Issuer expects to use funds on deposit in appropriate funds or accounts to pay costs associated with the Project. It is reasonably expected that the total amount of debt to be incurred by the Issuer with respect to the Project will not exceed $30,000,000. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations which were promulgated pursuant to the Internal Revenue Code of 1986, as amended, with respect to the debt incurred to finance the costs of all or a portion of the Project.

SECTION 4. Severability. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution.

SECTION 5. Repeal of Inconsistent Resolutions. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 6. Effective Date. This resolution shall become immediately effective upon its passage and adoption.

PASSED AND RESOLVED at the regular meeting of the City Commission held in the City of Ocoee, Florida, on the ___ day of July 2026.

_____
Rusty Johnson, Mayor

ATTEST:

_____
Melanie Sibbitt, MMC, City Clerk

Approved as to form and legality for the use and reliance of the City of Ocoee, Florida, only.

_____
Richard Geller, City Attorney

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 19

Contact Name: Steven Weber
Contact Number: Ext. 1520

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Resolution Establishing Intent to Reimburse Certain Capital Expenditures - Forest Lake Golf Course. (Finance Director Weber)

Background Summary:
The City seeks to make significant improvements to the Forest Lake Golf Course and campus and is considering issuing debt to finance the project. If debt is issued for the project, a reimbursement resolution is needed should eligible project costs be incurred prior to the issuance of debt. This will allow those costs to be reimbursed from debt proceeds. This resolution does not approve the issuance of debt. The debt issuance will come before the City Commission at a later date.

Issue:
Should the Honorable Mayor and City Commission approve the reimbursement resolution as presented?

Recommendations:
Staff recommends the Honorable Mayor and City Commission approve the reimbursement resolution as presented.

Attachments:
1. Resolution

Financial Impacts:
None at this time.

Type of Item: Consent

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH VARIOUS CAPITAL IMPROVEMENT PROJECTS WITH PROCEEDS OF ONE OR MORE FUTURE TAX-EXEMPT FINANCING(S); PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

SECTION 1. Authority for this Resolution. This Resolution is adopted pursuant to Section 1.150-2 of the Income Tax Regulations which were promulgated pursuant to the Internal Revenue Code of 1986, as amended, the municipal charter of the City of Ocoee, Florida (the "Issuer") and other applicable provisions of law.

SECTION 2. Findings. It is hereby ascertained, determined and declared that:

The Issuer has determined that the need exists to incur debt to finance the costs of all or a portion of various capital projects including, but not limited to, various outdoor recreational improvements including, but not limited to, the renovation, construction and equipping of improvements to Forest Lake Golf Club (the "Project").

SECTION 3. Declaration of Intent. The Issuer hereby expresses its intent to be reimbursed from proceeds of one or more future tax-exempt financing(s) for capital expenditures to be paid by the Issuer in connection with the Project. Pending reimbursement, the Issuer expects to use funds on deposit in appropriate funds or accounts to pay costs associated with the Project. It is reasonably expected that the total amount of debt to be incurred by the Issuer with respect to the Project will not exceed $65,000,000. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations which were promulgated pursuant to the Internal Revenue Code of 1986, as amended, with respect to the debt incurred to finance the costs of all or a portion of the Project.

SECTION 4. Severability. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution.

SECTION 5. Repeal of Inconsistent Resolutions. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 6. Effective Date. This resolution shall become immediately effective upon its passage and adoption.

PASSED AND RESOLVED at the regular meeting of the City Commission held in the City of Ocoee, Florida, on the ___ day of July 2026.

_____
Rusty Johnson, Mayor

ATTEST:

_____
Melanie Sibbitt, MMC, City Clerk

Approved as to form and legality for the use and reliance of the City of Ocoee, Florida, only.

_____
Richard Geller, City Attorney

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 20

Contact Name: Steven Weber
Contact Number: Ext. 1520

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: First Reading of Ordinance for Fiscal Year 2025-26 Budget Amendment. (Finance Director Weber)

Background Summary:

A review of the City's financial position through this point in the fiscal year indicates the need for another budget amendment to address additional appropriations of revenue and expenditures for the General Fund, Forest Lake Golf Fund, Recreation Impact Fund and the ARPA Fund.

The total General Fund adopted budget was $77,222,251. Ordinance 2026-07 was approved at the June 2nd City Commission meeting, which increased the budget to $77,459,726. Subsequently, staff identified that the General Fund requires additional appropriation of $4,363,356 to account for the forgiveness of the advance to the Forest Lake Golf Fund from the prior fiscal year. This forgiveness requires a corresponding revenue appropriation in the Forest Lake Golf Fund of $4,363,356.

The Recreation Fund requires additional appropriations of $500,000 for the driving range project at Forest Lake Golf Course. Funding from accumulated impact fees will be used for this project.

The ARPA Fund requires additional appropriations of $1,500,000 for the driving range project at Forest Lake Golf Course. Funding from accumulated interest earnings will be used for this project.

Issue:

Should the Honorable Mayor and City Commission approve the proposed budget amendment as described and detailed in the attached schedule?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the proposed budget amendment as described and detailed in the attached schedule.

Attachments:

1. Ordinance
2. Budget Amendment Schedule 2026 Forest Lake GC
3. Business Impact Estimate - Budget Amendment

Financial Impacts:
Expenditures in the General Fund are being increased to recognize the forgiveness of the advance to the Lake Forest Golf Fund. Accumulated impact fees (Recreation Impact Fund) and accumulated interest earnings (ARPA Fund) are being used to fund the driving range upgrade at Forest Lake Golf Course.

Type of Item: First Reading

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, RELATING TO THE CITY BUDGET; AMENDING THE CITY BUDGET ADOPTED BY ORDINANCE 2025-20 AND AMENDED BY ORDINANCE 2026-07 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, BY PROVIDING FOR INCREASE OF APPROPRIATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

SECTION 1. Authority. The City Commission of the City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166 Florida Statutes, and Section C-38 of Article VI of the Charter of the City of Ocoee.

SECTION 2. Intent and Purposes. The City of Ocoee budget for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026, as adopted by Ordinance 2025-20 and amended by Ordinance 2026-07 is hereby amended as follows:

Increase in appropriations in expenditure totaling $4,363,356 in the General Fund; and increase in revenue of $4,363,356 in the Forest Lake Golf Fund.

Increase of appropriations totaling $500,000 in the Recreation Impact Fund; and an increase of $1,500,000 in the ARPA Fund as shown in detail, attached hereto and incorporated herein by reference are hereby confirmed, adopted and approved in all respects by the City Commission of the City of Ocoee.

SECTION 3. Appropriations. There are expressly appropriated out of anticipated revenues and monies necessary to meet the supplemental appropriations stipulated by and in said amended final budget.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 5. Effective Date. This Ordinance shall become effective ten (10) days after its passage and adoption.

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

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:_____
Rick Geller, City Attorney

FY 2026 Budget Amendment/True-up Schedule

GENERAL FUND		***Increase/(Decrease) in Transfer Out***	***Decrease in Receivable***	***Notes***
001-132902	ADVANCES TO FOREST LAKE GOLF FUND		4,363,356	Forgive loan in Forest Lake Golf Fund
001-516-00-9000	TRANSFERS OUT	4,363,356	-	
		4,363,356	**4,363,356**	No impact on fund balance.

FOREST LAKE GOLF FUND		***Decrease in Loan***	***Increase/(Decrease) in Transfers In***	***Notes***
418-236902	ADVANCE FROM GENERAL FUND	4,363,356		Forgive loan in Forest Lake Golf Fund
418-38-1000	TRANSFERS IN		4,363,356	
		4,363,356	**-**	No impact on fund balance.

REC IMPACT FUND		***Increase/(Decrease) in Expenditure***	***Increase in Revenue***	***Notes***
110-572-00-6302	CAPITAL IMPROVEMENTS	500,000		Driving range project at Forest Lake Golf Course (P000479)
110-30-000	BEGINNING CASH	-	500,000	
		500,000	**500,000**	Funding from accumulated recreation impact fees.

ARPA FUND		***Increase/(Decrease) in Expenditure***	***Increase in Revenue***	***Notes***
120-516-00-6302	CAPITAL IMPROVEMENTS	1,500,000		Driving range project at Forest Lake Golf Course (P000479)
120-30-0000	BEGINNING CASH	-	1,500,000	
		1,500,000	**1,500,000**	Funding from accumulated earned interest.

City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference:
AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, RELATING TO THE CITY BUDGET; AMENDING THE CITY BUDGET ADOPTED BY ORDINANCE 2025-20 AND AMENDED BY ORDINANCE 2026-07 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, BY PROVIDING FOR INCREASE OF APPROPRIATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

A budget amendment to address additional appropriations of revenue and expenditures for the General Fund, Forest Lake Golf Fund, Recreation Impact Fund and the ARPA Fund.

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):

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 21

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: First Reading of Ordinance Amending Chapter 7 of the City Code: Enforcement of Code. (Police Chief Ogburn)

Background Summary:
On April 7, 2026, the City Commission approved continuing the City's hybrid model, with a Code Enforcement Board hearing code violations involving detached single-family residential properties and a Special Magistrate hearing all other cases. The City Commission also stated that they wanted to re-evaluate the Code Enforcement Board after 90 days. The 90-day evaluation was completed on July 7, 2026. Within this 90-day evaluation period, the board has met the quorum requirement for all meetings and imposed the recommended fines in all cases. As a result of the previous Code Board Attorney's retirement, a Code Board Attorney has been retained to provide legal guidance to the Code Board during hearings. There is still one vacancy on the Code Enforcement Board, and both alternate positions are currently vacant.

The proposed ordinance update states that, in the event of a conflict of interest or when the Special Magistrate is unavailable due to illness, disability, or death, the City Manager or his designee may appoint a Special Magistrate pro tem to perform the duties of a Magistrate. The proposed ordinance retains the City's hybrid model while expressly authorizing the City Manager to assign cases to the Special Magistrate if the Board cannot achieve a quorum or the City Commission cannot promptly fill a vacancy on the seven-member board as required by State law.

The City Commission also asked staff to present updated fines for code violations. The proposed Ordinance increases: 1) potential fines from $250 per day per violation to $500 per day per violation, 2) for repeat violators, the proposed fines could range from $1,000 per day/ per violation to $5,000 per day/ per violation, and $15,000 per day/ per violation (single and repeat violations, and violations causing irreparable harm), as allowed by the Florida Statutes for municipalities with at least 50,000 residents.

The proposed ordinance authorizes the Magistrate to hear all cases recommended by the Code Board for foreclosure. The Special Magistrate shall review and consider the application for reduction or release of lien, provide the violator with an opportunity to address the Special Magistrate regarding the application for reduction or release of lien, and take the testimony of other interested parties. The Special Magistrate shall render a written recommendation to the City Commission based on findings of fact and law. The proposed Ordinance establishes a formal procedure for lien reduction/elimination, providing for the Special Magistrate to make a recommendation to the City Commission, while retaining the City Manager's right to compromise and settle code liens. The proposed Ordinance also establishes a Code Enforcement Recovery Fund.
This fund will be a dedicated financial pool created to support the administration and operation of local code

enforcement activities. It will be funded by revenues generated from fines, civil penalties, nuisance abatement recovery monies, and other costs or reimbursements collected through enforcement actions.

Issue:
Should the Honorable Mayor and City Commission approve an ordinance amending Chapter 7 of the City Code that, upon approval, will retain the current hybrid model of retaining the Code Board for residential code cases, use a Special Magistrate for nonresidential cases, authorize the City Manager to assign cases to the Special Magistrate if the Code Board cannot achieve a quorum, adopt proposed increases in the fines, and for staff to establish a Code Enforcement Recovery Fund?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission approve an ordinance amending Chapter 7 of the City Code that, upon approval, will retain the current hybrid model of retaining the Code Board for residential code cases, use a Special Magistrate for nonresidential cases, authorize the City Manager to assign cases to the Special Magistrate if the Code Board cannot achieve a quorum, adopt proposed increases in the fines, and for staff to establish a Code Enforcement Recovery Fund.

Attachments:
1. Ordinance
2. Business Impact Estimate - Code Enforcement

Financial Impacts:
There is no financial impact to the City of Ocoee.

Type of Item: First Reading

ORDINANCE 2026-_____

AN ORDINANCE OF THE CITY OF OCOEE AMENDING CHAPTER 7 OF THE CITY CODE, REORGANIZING PROVISIONS THE CHAPTER, SIMPLIFYING LANGUAGE, AND DELETING ANACHRONSTIC PROVISIONS IN THE CHAPTER FOR CLARITY, DELETING LANGUAGE PURPORTING TO LIMIT THE ROLE OF THE SPECIAL MAGISTRATE TO CODE ENFORCMENT UNDER CHAPTER 162, FLORIDA STATUTES, DEFINING TERMS; SETTING FORTH THE TERMS OF THE SPECIAL MAGISTRATE AND APPOINTMENT OF A SPECIAL MAGISTRATE *PRO TEM*; ESTABLISHING CODE ENFORCEMENT PROCEDURES; ESTABLISHING HEARING PROCEDURES AND STANDARDS; SETTING FORTH THE POWERS OF THE SPECIAL MAGISTRATE AND CODE ENFORCEMENT BOARD; INCREASING ADMINISTRATIVE FINES TO THOSE ALLOWED FOR MUNICIPALITIES WITH 50,000 OR MORE RESIDENTS, ESTABLISHING FINES FOR THE COSTS OF REPAIRS MADE AND CORRECTIVE ACTION TAKEN BY THE CITY; ESTABLISHING LIENS FOR UNPAID CODE ENFORCEMENT FINES UPON RECORDING OF ORDERS ASSESSING FINES; ESTABLISHING PROCEDURES FOR AUTHORIZING FORECLOSURE OF NON-HOMESTEAD PROPERTIES WITH UNPAID CODE ENFORCEMENT FINES; ESTABLISHING PROCEDURES FOR APPLYING FOR AND CONSIDERING LIEN REDUCTIONS AND RELEASES, SATISFACTIONS, AND SETTLEMENTS; PROVIDING FOR NOTICE TO AFFECTED PARTIES; ALLOWING FOR ENFORCEMENT BY OTHER PROVISIONS; PROVIDING FOR APPEALS; ESTABLISHING A CODE ENFORCEMENT RECOVERY FUND; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 162.03, Florida Statutes states, "[A] municipality may, by ordinance, adopt an alternate code enforcement system that gives code enforcement boards or special magistrates designated by the local governing body, or both, the authority to hold hearings and assess fines against violators of the respective county or municipal codes and ordinances;" and

WHEREAS, the City Commission of the City of Ocoee desires to continue a hybrid model of code enforcement, in which a Code Enforcement Board hears cases involving detached single-family residentially zoned properties and a Special Magistrate hears all other cases; and

WHEREAS, the Special Magistrate's duties in the City of Ocoee extend beyond Code Enforcement under Chapter 162 to include red light camera violations and school zone speed violations, and, therefore, Chapter 7 should recognize such duly enacted jurisdictional duties; and

WHEREAS, the City Commission finds, based on data from the Bureau of Economic and Business Research of the University of Florida and the United States Census Bureau, that the population of the City of Ocoee exceeds 50,000 persons, and that a Special Magistrate and the Code Board should have discretion to impose code enforcement fines up to the limit allowed by section 162.09(2)(d) for cities whose population equals or exceeds 50,000; and

WHEREAS, Section 162.05 states, "The local governing body may appoint up to two alternate members for each code enforcement board to serve on the board in the absence of board members"; and

WHEREAS, the City Commission desired to appoint two alternate members to help assure that the Code Compliance Board can achieve a quorum; and

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

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

WHEREAS, the City Commission wishes to authorize the Special Magistrate to hear cases involving detached single-family residential properties when the Code Enforcement Board cannot achieve a quorum and when seven members cannot be promptly appointed to the Code Enforcement Board to fill vacancies as required by Section 162.

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

SECTION 1: Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2: <u>Amendments to Chapter 7 of the City Code of Ocoee</u>

Chapter 7 of the Code of the City of Ocoee is amended as shown below. Words that are <u>underlined</u> are additions and words with ~~strikeouts~~ are deletions. Articles, Sections, Subsections and Provisions not referenced in this ordinance or that are not underlined are not modified:

§ 7-1. Title.

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

§ 7-2. Intent.

This Chapter is intended to promote, protect and improve the health, safety and welfare of the citizens of the City of Ocoee, Florida, by creating an Administrative Board and providing for a

Special Magistrate with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective and inexpensive means of enforcing the codes and ordinances in force in the City of Ocoee, Florida, where a pending or repeated violation continues to exist. It is the legislative intent of this Chapter to provide an additional or supplemental means of obtaining compliance with the codes and ordinances of the City. Nothing contained in this Chapter shall prohibit the City Commission from enforcing such codes and ordinances by any other lawful means.

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

A. There is hereby created the office of Special Magistrate of the City of Ocoee, Florida and the ~~The City of Ocoee, Florida, will have one Administrative Board as provided in this Chapter, which will be called the~~ Code Enforcement Board of the City of Ocoee, Florida.

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

C. Both the Board and Special Magistrate ~~will~~ shall have jurisdiction to enforce any ~~of the~~ codes and ordinances in force in the City of Ocoee, Florida, where a ~~pending~~ single or repeated violation has existed or continues to exist. The jurisdiction of the Board and Special Magistrate shall be nonexclusive; provided, however, that the Board shall have primary jurisdiction regarding violations relating to detached single-family residentially zoned properties and the Special Magistrate shall have primary jurisdiction regarding violations relating to all other properties ~~zoned other than residential~~. Deviations from the primary jurisdiction set forth above shall be made by the City Manager or their designee, who shall have final jurisdictional authority. Deviations may be made at the direction of the City Manager or their designee on violations involving matters including, but not limited to, the inability of the Board to achieve a quorum, the inability of the City Commission to promptly fill a vacancy as required by Section 162.05(e), Florida Statutes, to appoint a seven member board as required by Section 162.05(1), the land development code, cases involving the interpretation of complex ordinances and statutes, urgent or serious life safety issues, a conflict of interest involving one or more members of the Board, violations that are irreparable or irreversible in nature, demolition, eviction, and/or chronic or repeat offenders.

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

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

§ 7-4. Definitions.

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

BOARD — The Code Enforcement Board of the City.

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

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

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

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

CODE — The Code of the City of Ocoee, Florida.

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

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

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

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

A. The City Commission ~~will~~ shall appoint a seven-member Board and a Board Attorney. The City Commission may appoint up to two alternate board members, Alternate Member 1 and Alternate Member 2, to serve on the Board in the absence of Board members. Board members will be residents of the City. Appointments ~~will~~ shall be made ~~on the basis of~~ based on experience or interest in code enforcement, in the sole discretion of the City Commission. Board membership will, when reasonably practicable, include an architect, a businessman, an engineer, a general contractor, a subcontractor and a realtor.

B. ~~The initial appointments to the Board will be as follows:~~

~~(1) Two members shall be appointed for terms of one year each.~~

~~(2) Three members shall be appointed for terms of two years each.~~

~~(3) Two members shall be appointed for terms of three years each.~~

All subsequent regular appointments to the Board shall be for terms of three years, as required by Section 162.05(3), Florida Statutes.

C. If a Board member fails to attend two of three successive Board meetings without cause and without ~~prior~~ approval of the Board Chairman at a meeting of the board, the Board will declare the member's office vacant and promptly report the vacancy to the City Commission, which ~~will~~ shall promptly fill the vacancy in accordance with Section 162.05(e), Florida Statutes. Appointment to fill a vacancy on the Board will be for the remainder of the unexpired term of the vacant office.

D. Board members ~~will~~ shall serve without compensation and at the pleasure of the City Commission. Board members may be reimbursed for travel, mileage and per diem expenses as authorized by the City Commission.

E. Board members ~~will~~ shall elect a Chair~~man~~ and Vice Chair (who ~~will~~ shall be a voting members) from the Board members. The presence of four or more members ~~will~~ shall constitute a quorum of the Board.

F. The City Attorney ~~will~~ shall not be appointed to be or act as the Board Attorney but may attend meetings in his capacity as City Attorney and present certain cases at the request of the City Manager depending upon the substance and complexities of any given case.

G. The City Manager will designate a City employee as Clerk for the Board. The City Manager may designate additional City employees as Deputy Clerks as he deems appropriate to the efficient conduct of the Board's business. Board members, the Board Attorney, the City Attorney and Code Inspectors ~~will~~ shall not be the designated Clerk or Deputy Clerk.

H. The Clerk ~~will~~ shall be the custodian of the records of the Board, subject to supervision and control of the City Clerk.

I. The Board Attorney ~~will~~ shall serve at the City Commission's pleasure.

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

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

B. The City Commission shall~~, on an annual basis,~~ appoint at least one qualified person to serve as a Special Magistrate.

C. ~~The City may utilize the services of one or more Code Enforcement Special Magistrate(s) to conduct hearings concerning codes and ordinances in force within the City.~~ The Special Magistrate shall serve for a term of at least one year and may be reappointed by the City Manager for consecutive one-year terms. Although appointed for one-year terms, the ~~Code Enforcement~~ Special Magistrate~~(s)~~ shall be subject to suspension or removal by the City Commission, with or without cause, ~~from his or her~~

~~position~~ at any time during ~~his or her~~ their term. The ~~Code Enforcement~~ Special Magistrate~~(s)~~ shall ~~not be considered to be a City employees, though they may~~ receive compensation for ~~their~~ services at a rate ~~to be~~ determined by the City Commission or City Manager. The Special Magistrate shall serve as an independent contractor and not as an employee or agent of the City.

D. To avoid conflicts of interest, the City Attorney will not be appointed to ~~be~~ serve or act as ~~the Code Enforcement~~ Special Magistrate or as counsel to the Special Magistrate. The City Attorney may attend hearings conducted by the Special Magistrate and may present certain cases, or the code enforcement officer may present cases, at the option of the city manager or his designee depending upon the substance and complexities of any given case. To the extent necessary and consistent with the city's interests in ensuring compliance with City Codes, the city attorney will defend final orders of the Special Magistrate which are appealed by violators to a court of competent jurisdiction.

E. The City Manager ~~will~~ shall designate a City employee as Clerk for the Special Magistrate. The City Manager may designate additional City employees as a Deputy Clerk~~s~~ as deemed appropriate to enable the Special Magistrate to efficiently conduct ~~the Special Magistrate's~~ business. No Board member~~s~~, the City Attorney, or Code Inspector~~s will not~~ shall be the designated Clerk or Deputy Clerk.

F. The Clerk to the Special Magistrate ~~will~~ shall be the custodian of the records of the Special Magistrate, subject to supervision and control of the City Clerk.

§ 7-6. Procedure.

A. ~~It will be the duty of the~~ A Code Inspector shall have the duty to initiate proceedings to enforce the Code. ~~No member in the capacity as of the Board or~~ The Special Magistrate and the Board may not initiate Code enforcement proceedings.

B. Except as provided in Subsections C and D*, infra*, if the Code Inspector finds a violation of the Code, ~~he or she~~ the Code Inspector will first ~~give~~ serve the alleged violator a written notice of violation and a reasonable time in which to correct the violation. If the violation continues beyond the time set for correction, the Code Inspector will initiate proceedings before the Board or Special Magistrate ~~by filing a written Notice of Violation with the Clerk.~~ The Board or Special Magistrate, through their clerical staff, will schedule a hearing on the alleged violation and ~~give~~ serve the alleged violator written notice thereof. At the option of the Code Inspector or clerical staff ~~Board or Special Magistrate~~, notice may additionally be served by publication as provided in § 7-10 of this Chapter or by posting at the property where the alleged violation is occurring and at city hall, in accordance with section 162.12, Florida Statues. The notice will inform the alleged violator of the following:

(1) The nature of the alleged violation.

(2) The time and place of the hearing.

(3) The alleged violator may appear in person before the Board or Special Magistrate and present evidence relevant to the matter under consideration ~~by the Board or Special Magistrate~~, may ~~subpoena~~ present witnesses to testify at the hearing, ~~and~~

may be represented by legal counsel of his or her own choosing at his or her own expense, and may, upon request cross examine any witness of the City and present a closing argument.

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

C. If a repeat violation is found, the Code Inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The Code Inspector, upon notifying the violator of a repeat violation, shall notify the Board or Special Magistrate and request a hearing. The Board or Special Magistrate, through their clerical staff, shall schedule a hearing and shall provide a notice of hearing to the alleged violator pursuant to § 7-10 of this Chapter and section 612.12, Florida Statutes. The case may be presented to the Board or Special Magistrate even if the repeat violation has been corrected prior to the Board or Special Magistrate's hearing, and the notice shall so state.

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

E. Transfer of ownership.

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

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

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

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

(d) File a notice with the Code Inspector of the transfer of the property, with the identity and address of the new owner or possessor of a new interest in the property, and copies of the disclosures made to the new owner, within five days after the date of the transfer.

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

§ 7-7. Conduct of hearings.

A. The Board and Special Magistrate ~~will~~ shall conduct hearings at each code enforcement hearing ~~Board meeting~~ unless ~~there are~~ no matters ~~then~~ are pending ~~before the Board~~ for hearing. A hearing also may be called ~~either by the Chairman of the Board, by written notice signed by at least three members of the Board, or~~ by the Special Magistrate, as applicable. Minutes shall be kept of all hearings ~~by the Board and Special Magisttrate, and all hearings~~ and proceedings, which shall be open to the public.

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

C. Testimony before the Board or Special Magistrate ~~will~~ shall be under oath and ~~shall be~~ recorded. The Clerk is authorized and empowered to administer oaths to persons testifying before the Board or Special Magistrate, or the Special Magistrate may administer oaths. ~~The Board Chairman or presiding Board member, Special Magistrate, and Board Attorney are also is authorized and empowered to administer oaths to persons testifying before the Board or Special Magistrate.~~

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

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

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

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

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

inspection discloses noncompliance, the fine will continue to accrue until compliance occurs.

I. The order shall be reduced to writing and signed by the Board chair or vice chair if the chair is unavailable, or the Special Magistrate. A certified copy of such an order may be recorded in the public records of the County and shall constitute notice to any subsequent purchasers, successors in interest or assigns, if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest or assigns. If an order is recorded in the public records pursuant to this Subsection and the order is complied with by the date specified in the order, the Board or Special Magistrate shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

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

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

A. ~~Board adopt rules for its administration and Board and Special Magistrate to~~ Adopt~~s~~ rules for conducting ~~its~~ hearings, provided ~~that~~ they are ~~not in~~consistent with the provisions of this ~~C~~chapter ~~or~~and ~~C~~ch. 162, Florida Statutes.

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

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

D. Take testimony under oath.

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

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

G. Consider, address, and enforce orders previously entered.

H. The Special Magistrate may make recommendations to the City Commission regarding applications for satisfaction, release, or reduction of code enforcement liens.

I. The Special Magistrate may ~~A~~authorize the City Attorney to foreclose on a lien securing non-homestead property created by ~~arising from~~ the recording in the official county records of certified copies of the Board or Special Magistrate's orders imposing penalties after three months from the filing of the lien have elapsed and the lien remains unpaid, subject to final approval by the City Commission.

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

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

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

A. If the Code Inspector notifies the Board or Special Magistrate of a failure to comply with a compliance order of the Board or Special Magistrate by the date set in the order, the Board or Special Magistrate may issue an order requiring the violator to pay a fine not to exceed $1,000 ~~250~~ for each day the violation continues past the date set by the Board or Special Magistrate for compliance, and in addition, the fine may include all costs of repairs pursuant to Subsection C of this Section.

B. If the ~~Code Inspector notifies the~~ Board or Special Magistrate ~~and the so~~ finds that a repeat violation has been committed, the Board or Special Magistrate may issue an order requiring the violator to pay a fine not to exceed $~~500~~ 5,000 for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the Code Inspector, and in addition, the fine may include all costs of repairs pursuant to Subsection C of this Section.

C. If the Board or Special Magistrate finds that a violation is irreparable or irreversible in nature, the Board or Special Magistrate may impose a fine not to exceed $15,000.

D. In addition, ~~if the violation is a violation described in § 7-6D of this Chapter,~~ the Board or Special Magistrate ~~shall notify the City Commission~~ may impose additional fines to cover all costs incurred by the city ~~which may make all reasonable repairs which are required~~ to bring the property into compliance ~~and charge the violator with the reasonable cost of the repairs, along with the fine imposed pursuant to this Section~~. Making ~~such~~ any repairs does not create a continuing obligation on the part of the City to make further repairs or to maintain the property and does not create any liability against the City for any damages to the property if such repairs were ~~completed~~ attempted or made in good faith.

D. No fine shall be issued without an evidentiary hearing establishing that a violator has failed to comply with an order issued by the Board or Special Magistrate to cease violating the city code. Fines may accrue until such time as the violator notifies the Code Inspector and establishes compliance, with the Code Inspector shall confirm. The Code Inspector shall thereafter notify the Special Magistrate who shall issue an order acknowledging compliance, which shall be recorded in the public records. A hearing shall not be required to issue such an order acknowledging compliance, pursuant to sec. 162.07(4), Florida Statutes. ~~If a finding of a violation or repeat violation has been made as provided in this Chapter, a hearing shall not be necessary for issuance of the order imposing the fine.~~

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

(1) The gravity of the violation.

(2) Any actions taken by the violator to correct the violation.

(3) Any previous violations committed by the violator.

When determining the amount of a fine, the Special Magistrate and the Board are not limited to consideration of prior violations within five years of the current violation and may consider violations by the violator on other properties.

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

§ 7.9.1 Liens on Property of the Violator and Foreclosure.

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

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

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

D. After an order assessing a fine against a violator has been issued and compliance has been achieved, nothing herein shall prohibit the City Commission, or City Manager or designee from reducing, eliminating, satisfying, or otherwise settling the assessed fine or lien or the Board or Special Magistrate from recommending that the City Commission or City Manager or designee reduce, eliminate, satisfy, or otherwise settle the assessed

fine or lien, notwithstanding any other provision in this Chapter. The City Manager or designee shall establish the procedures to be followed for reducing, eliminating, satisfying, or otherwise settling the assessed fine or lien and for recording satisfaction thereof in the official County records when compliance has been achieved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

recommendation of the Special Magistrate and render a final decision on the application.

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

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

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

(iii) The amount of the requested reduction;

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

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

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

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

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

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

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

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

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

(xiii) Any financial hardship;

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

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

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

(c) The applicant shall have 30 days, or such time period determined by the city commission in a written agreement, in which to comply with any decision of or condition imposed by the city commission or the application shall be deemed automatically denied and thereafter, the applicant shall be barred from applying for a subsequent reduction or release of lien for a period of one year from the date of the city commission's decision. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this division.

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

§ 7-10. Notices.

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

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

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

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

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

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

(1) Such notice shall be published once during each week for four consecutive weeks, four publications being sufficient, in a newspaper of general circulation in Orange County. The newspaper must meet such requirements as are prescribed under Ch. 50, Florida Statutes, for legal and official advertisements. Proof of publication shall be made as provided in §§ 50.041 and 50.051, Florida Statutes.

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

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

§ 7-11. Enforcement by other provisions.

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

§ 7-12. Appeals.

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

§ 7-13. Code Enforcement Recovery Fund.

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

SECTION 3. Codification. Section 2 of this Ordinance shall be codified into the Ocoee City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

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 and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance prevails and controls to the extent of the conflict, as allowable under the law.

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Ocoee, Florida.

FIRST READING on the ___ day of _____, 202__.

PASSED AND ADOPTED this ___ day of _____, 202__.

APPROVED:

ATTEST: **CITY OF OCOEE, FLORIDA**

_____ _____

Melanie Sibbitt, City Clerk Rusty Johnson, Mayor

(SEAL)

APPROVED BY THE OCOEE CITY COMMISSION ON _____, 202__ UNDER AGENDA ITEM NO._____

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

this ___ day of _____, 2023.

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 AMENDING CHAPTER 7 OF THE CITY CODE, REORGANIZING PROVISIONS THE CHAPTER, SIMPLIFYING LANGUAGE, AND DELETING ANACHRONSTIC PROVISIONS IN THE CHAPTER FOR CLARITY, DELETING LANGUAGE PURPORTING TO LIMIT THE ROLE OF THE SPECIAL MAGISTRATE TO CODE ENFORCMENT UNDER CHAPTER 162, FLORIDA STATUTES, DEFINING TERMS; SETTING FORTH THE TERMS OF THE SPECIAL MAGISTRATE AND APPOINTMENT OF A SPECIAL MAGISTRATE PRO TEM; ESTABLISHING CODE ENFORCEMENT PROCEDURES; ESTABLISHING HEARING PROCEDURES AND STANDARDS; SETTING FORTH THE POWERS OF THE SPECIAL MAGISTRATE AND CODE ENFORCEMENT BOARD; INCREASING ADMINISTRATIVE FINES TO THOSE ALLOWED FOR MUNICIPALITIES WITH 50,000 OR MORE RESIDENTS, ESTABLISHING FINES FOR THE COSTS OF REPAIRS MADE AND CORRECTIVE ACTION TAKEN BY THE CITY; ESTABLISHING LIENS FOR UNPAID CODE ENFORCEMENT FINES UPON RECORDING OF ORDERS ASSESSING FINES; ESTABLISHING PROCEDURES FOR AUTHORIZING FORECLOSURE OF NON-HOMESTEAD PROPERTIES WITH UNPAID CODE ENFORCEMENT FINES; ESTABLISHING PROCEDURES FOR APPLYING FOR AND CONSIDERING LIEN REDUCTIONS AND RELEASES, SATISFACTIONS, AND SETTLEMENTS; PROVIDING FOR NOTICE TO AFFECTED PARTIES; ALLOWING FOR ENFORCEMENT BY OTHER PROVISIONS; PROVIDING FOR APPEALS; ESTABLISHING A CODE ENFORCEMENT RECOVERY FUND; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- [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):

Code enforcement is a vital municipal function that directly protects public health, safety, morale, and welfare by eliminating environmental hazards, ensuring structural integrity, preventing community blight, and stabilizing property values to create a thriving, secure environment for all residents.

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;

Estimates will depend upon the amount of the lien assessed on said properties

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

Refer to language in proposed ordinance

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

Estimates will depend upon the amount of the lien assessed on said properties

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 ordinance affirms that code enforcement is authorized to patrol the city to identify code violations in addition to investigating allegations of code violations. The ordinance also establishes guidelines for implementing foreclosure and cost recovery in the code enforcement program.

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 22

Contact Name: Rick Geller
Contact Number:

Department Director: Rick Geller
City Manager: Craig Shadrix

Subject: Second 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 first reading of the ordinance was held on July 7, 2026.

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
3. Advertisement

Financial Impacts:
The City will incur insignificant financial impact giving certified mail notice of hearings to affected parties.

Type of Item: Second Reading Public Hearing

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

CITY OF OCOEE
PUBLIC HEARING

A **Public Hearing** before the **Ocoee City Commission** will be held **Tuesday, July 21, 2026, at 6:15 p.m.** or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following ordinances:

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.

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.

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.

Melanie Sibbitt, City Clerk

July 9, 2026 26-0XXXXW

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 23

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

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: Second Reading of an Ordinance Establishing an Emergency Medical Services Division and Emergency Medical Services Enterprise Fund and Approval of a Resolution Adopting Rates, Charges, and Fees for EMS Services and Transport. (Fire Chief Smothers)

Background Summary:
The first reading of the ordinance was held on July 7, 2026.

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.

RESOLUTION ADOPTING RATES, CHARGES, AND FEES FOR EMS SERVICES AND TRANSPORT:
The proposed rate resolution establishes a schedule of rates, charges, and fees for the provision of emergency ground medical transportation and related services. The resolution allows for an annual adjustment in accordance with the CPI-I, as developed by the Bureau of Labor Statistics of the U. S. Department of Labor.

Issue:
Should the Honorable Mayor and City Commission approve the proposed 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 and approve a resolution adopting rates, charges, and fees for EMS services and transport?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission approve the proposed 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 and approve a resolution adopting rates, charges, and fees for EMS services and transport.

Attachments:
1. EMS Division Enterprise Fund Ordinance
2. Resolution Adopting EMS Rates
3. Business Impact Estimate - EMS Enterprise Fund 2026
4. Advertisement

Financial Impacts:

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.

The adoption of the proposed Rate Resolution will establish basic rates, charges, and fees for emergency medical transport and services.

Type of Item: Second Reading Public Hearing

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.

RESOLUTION NO. 2026 _____

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, ADOPTING A SCHEDULE OF RATES, CHARGES, AND FEES FOR EMERGENCY MEDICAL RESPONSE AND TRANSPORT SERVICES PROVIDED BY THE CITY; PROVIDING FOR ANNUAL ADJUSTMENT IN ACCORDANCE WITH THE CPI; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, since 1957, the Ocoee Fire Department has continuously existed as a duly constituted and organized department of the City of Ocoee; 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, on July 21, 2026, the City Commission adopted an ordinance creating Chapter 79, City of Ocoee Code of Ordinances, relating to emergency medical response and transport services provided by the Fire Department; and

WHEREAS, Chapter 79, City of Ocoee Code of Ordinances authorizes the City Commission to adopt a uniform schedule of rates, charges, and fees to be imposed and collected by the City for the provision of emergency medical response and transport services; and,

WHEREAS, the City Commission wishes to establish uniform reasonable rates, charges, and fees to be imposed and collected for certain emergency medical response and transport services.

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

SECTION 1. Recitals. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. Authority. The City Commission has the authority to adopt this Resolution pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

SECTION 3. Rates for Emergency Medical Transport Services. The City Commission formally adopts the following fee schedule for emergency ground medical transport and related services, as follows:

Emergency Medical Response (Section 79.9, Code of Ordinances)
Basic Life Support (BLS) - $611.00
Advanced Life Support (ALS) - $1,024.00

Specialty Care Support (SCS) - $1,024.00
Advanced Life Support II (ALS II) - $960.00
Per mile Charge - $17.00
Medically Indigent Fee (BLS, ALS, SCS, ALS II)* - Medicaid Rate Schedule

*Medically indigent status is determined by the hospital, provided the responsible party submits a letter from the hospital indicating medical indigence/hardship.

SECTION 4. Annual Adjustment. Beginning in Fiscal year 2027, fees shall be increased by an annual percentage increase in the consumer price index (CPI-I), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, or five percent (5%), whichever is greater.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this _____day of _____, 2026.

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

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):

CITY OF OCOEE
PUBLIC HEARING

A **Public Hearing** before the **Ocoee City Commission** will be held **Tuesday, July 21, 2026, at 6:15 p.m.** or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following ordinances:

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.

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.

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.

Melanie Sibbitt, City Clerk
July 9, 2026 26-0XXXXW

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 24

Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Second 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:

The First Reading of the Ordinance was read at the July 7, 2026, City Commission meeting.

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 Commission 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
3. Advertisement

Financial Impacts:

None

Type of Item: Second Reading Public Hearing

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

COPY OF ADVERTISEMENT

ocoee

CITY OF OCOEE
NOTICE OF PUBLIC HEARING TO CONSIDER A LAND DEVELOPMENT CODE TEXT AMENDMENT PERTAINING TO CERTIFIED RECOVERY RESIDENCES

NOTICE IS HEREBY GIVEN that the **OCOEE CITY COMMISSION** will consider the adoption of a text amendment to Article IV of the Ocoee Land Development Code (LDC) to create Section 4-13. The proposed amendment seeks to establish regulations and procedures governing Certified Recovery Residences within the City of Ocoee.

The **OCOEE CITY COMMISSION** will hold a public hearing on the proposed Land Development Code Text Amendment on **TUESDAY, JULY 21, 2026, AT 6:15 P.M.**, or as soon thereafter as practical. The **PUBLIC HEARING** will be held at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida.

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.

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

Melanie Sibbitt,
City Clerk

Publish Date: July 9, 2026

465226-1

STAFF REPORT

Meeting Date: July 21, 2026
Item #: 25

Contact Name: Berenice Belizaire
Contact Number: Ext. 1070

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Second 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:

The First Reading of the Ordinance was held at the July 7, 2026, City Commission Meeting.

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 Commission approve 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 Commission approve 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
9. Annexation Advertisement
10. Rezoning Advertisement

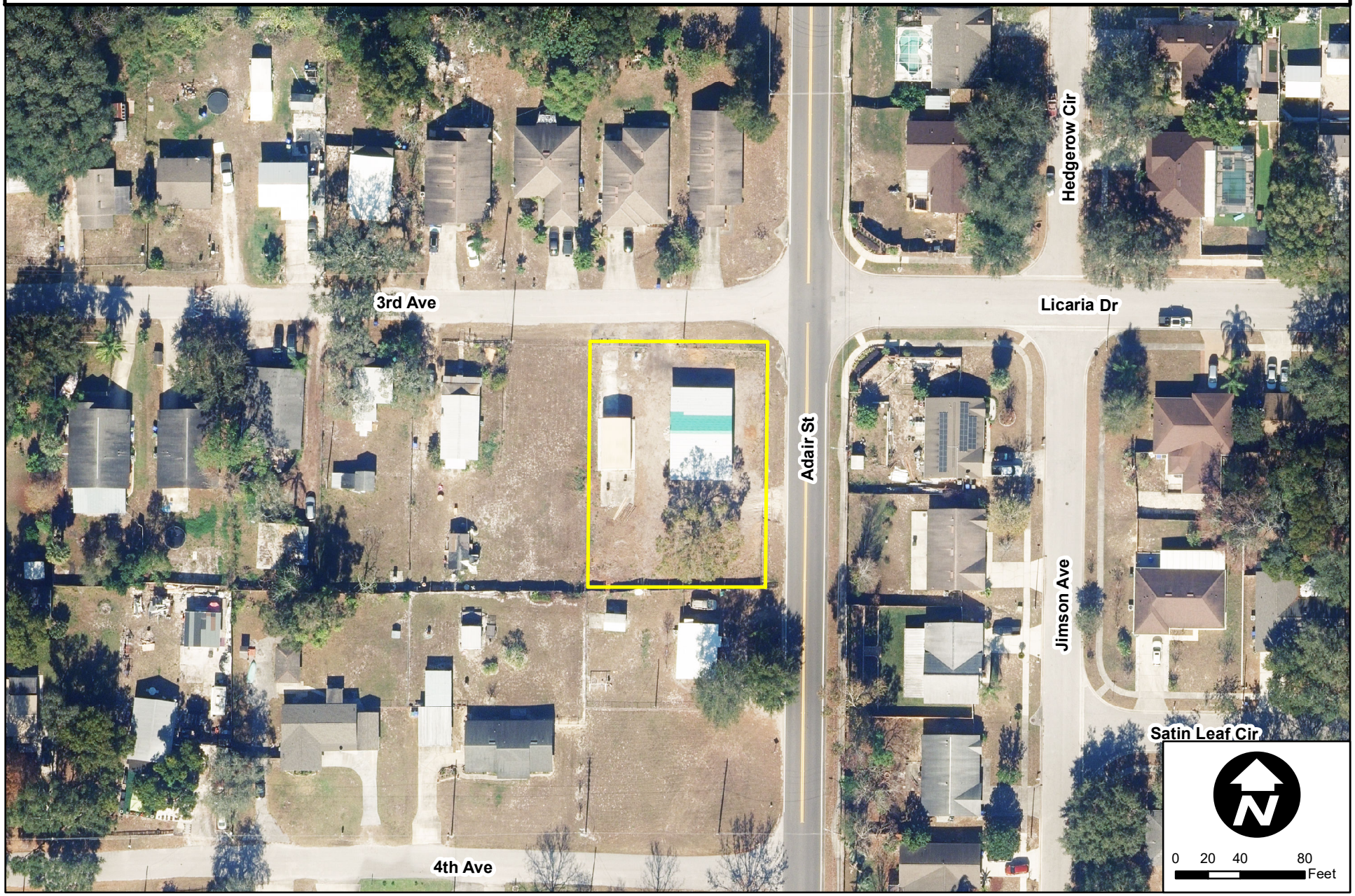
Financial Impacts:
N/A

Type of Item: Second Reading Public Hearing

5068 Adair Street
Location Map



5068 Adair Street
Aerial Photography

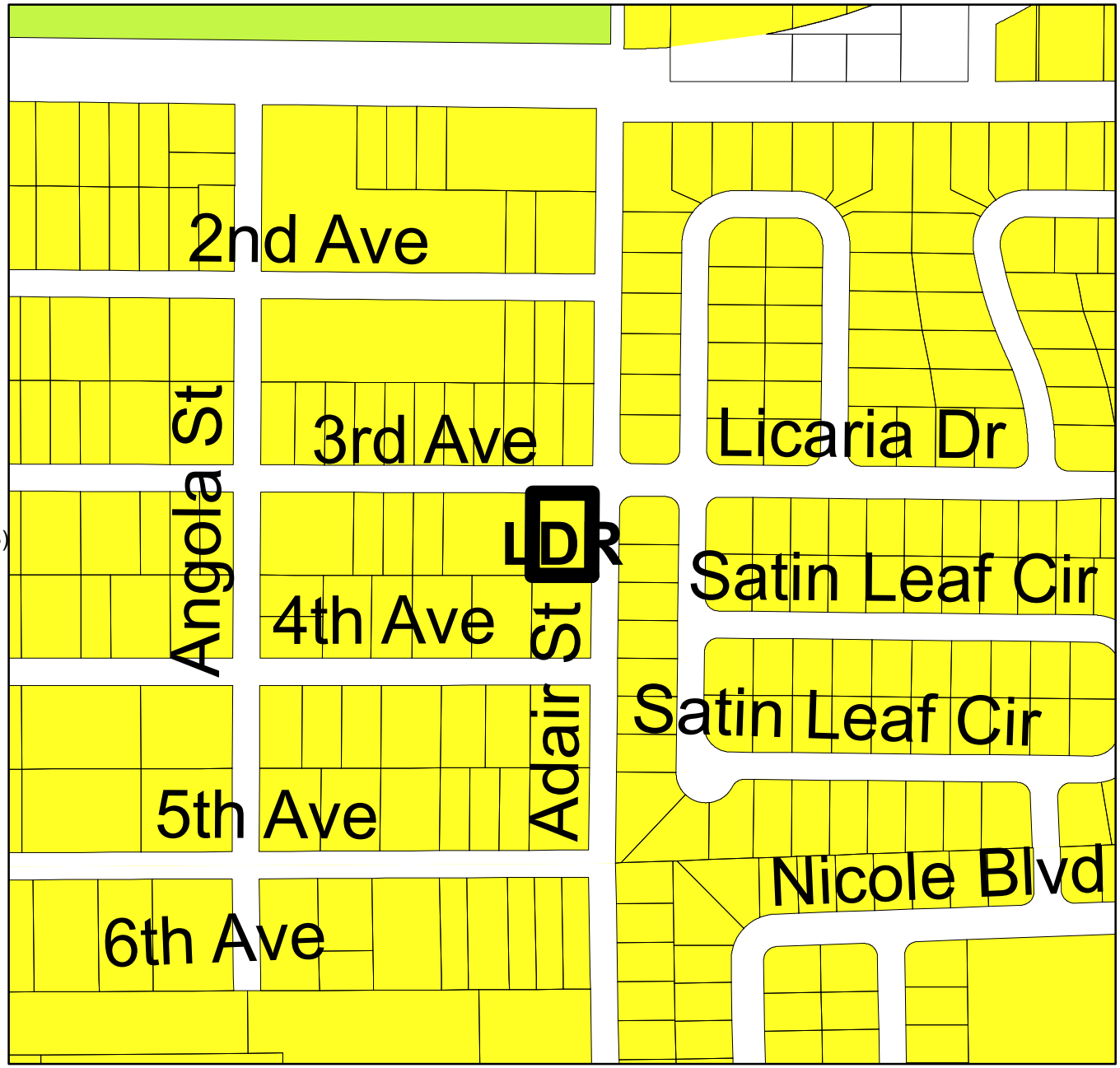


5068 Adair Street
Surrounding Future Land Use Map

Development Services Department

0 70 140 280 Feet

Created: May 2026



Subject Property

Future Land Use Classification:

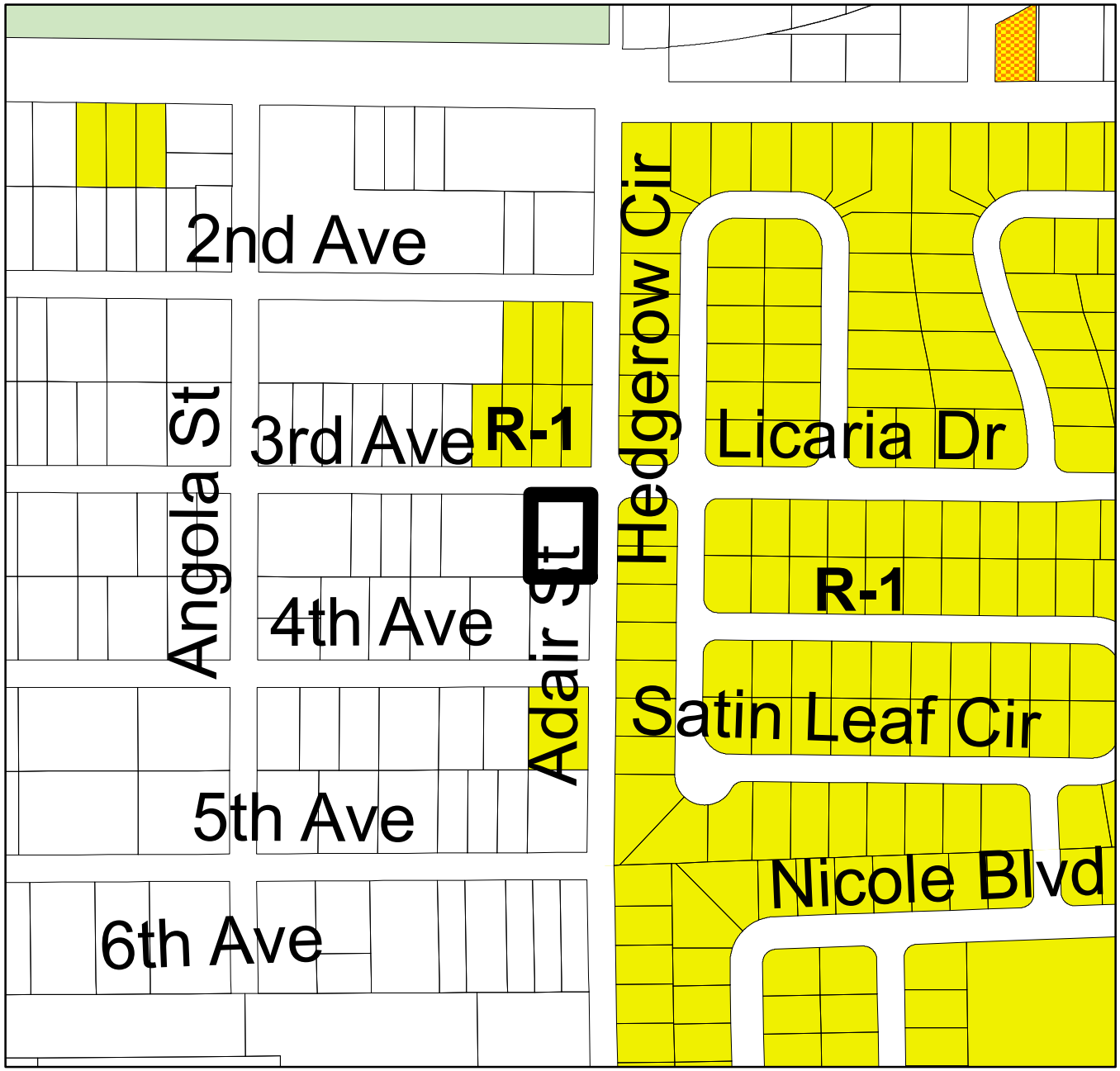
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Professional Offices and Services (PS)
- Commercial (COMM)
- Light Industrial (LI)
- Heavy Industrial (HI)
- Conservation/Floodplains (CONS)
- Recreation and Open Space (REC)
- Public Facilities/Institutional (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. 2026-08
(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.

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 5068 ADAIR STREET- TORRES AGUILAR AND SALCEDO PROPERTY ANNEXATION
CASE NUMBER: AX-03-26-01

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-10.A(1)., and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, JULY 21, 2026, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the annexation for 5068 Adair Street - Torres Aguilar and Salcedo Property. The property is assigned parcel ID number 05-22-28-6052-05-010 and consists of approximately 0.38 acres. The property is located west of Adair Street, approximately 750 feet south of the intersection of Clarcona Ocoee Road and Adair Street. The applicant, Luxar Construction, LLC, representing the property owners, is seeking annexation into the City for the purpose of receiving City water services and constructing a single-family residence.

If the applicant's request is approved, the annexation would incorporate the property into the City of Ocoee.

ORDINANCE NO. 2026-08
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, 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.



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

Melanie Sibbitt, City Clerk
July 9, 16, 2026 26-02259W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

West Orange Times c/o Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

CITY OF OCOEE
NOTICE OF PUBLIC HEARING TO CONSIDER THE 5068 ADAIR STREET- TORRES AGUILAR AND SALCEDO PROPERTY REZONING FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY OF OCOEE R-1 (SINGLE-FAMILY DWELLING DISTRICT)
CASE NUMBER: RZ-26-03-01

NOTICE IS HEREBY GIVEN, pursuant to Article I, 1-9, 1-10, and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, JULY 21, 2026, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the rezoning of 5068 Adair Street - Torres Aguilar and Salcedo Property from Orange County A-1 (Citrus Rural District) to City of Ocoee R-1 (Single-Family Dwelling District). The property is assigned parcel ID number 05-22-28-6052-05-010 and consists of approximately 0.38 acres. The property is located west of Adair Street, approximately 750 feet south of the intersection of Clarcona Ocoee Road and Adair Street.

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, 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.

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

Melanie Sibbitt, City Clerk
July 9, 2026 26-02260W

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