

OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

June 6, 2023

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER**

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• **PRESENTATIONS AND PROCLAMATIONS**

Proclamation for June 2023 - Small Cities Month (**Mayor Johnson**)

Presentation by Martha Lopez-Anderson with Parent Heart Watch on the Donation of the Outdoor SaveStation Tower and AED

• **STAFF REPORTS AND AGENDA REVIEW**

• **PUBLIC COMMENTS**

The public is allowed to comment on any items that are on the Agenda but not part of a Public Hearing. Public Hearing comments are to be heard during that portion of the meeting.

• **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, 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 May 16, 2023 and the Special Session held May 18, 2023. (**City Clerk Sibbitt**)
2. Approval of New Appointments to the Citizen Advisory Council for Ocoee Fire Department (CACOFD). (**City Clerk Sibbitt**)
3. Approval to Piggyback Bound Tree Medical Contract # IFB-604500-23/GCM with Seminole County. (**Fire Deputy Chief Van Camp**)
4. Approval for Crossing Guard Services with All City Management Services. (**Police Chief Plasencia**)
5. Approval of Memorandums of Agreement with the Florida Police Benevolent Association. (**Police Chief Plasencia**)
6. Approval of One (1) Year Extension of RFP #18-002 Emergency-Disaster Debris Removal Contracts. (**Public Works Director Krug**)
7. Approval for Demolition of Structures at 182 N. Lakeshore Drive. (**Public Works Director Krug**)

8. Approval to Reallocate Residual Capital Funding for Sidewalk Replacement. **(Public Works Director Krug)**

• **FIRST READING OF ORDINANCE**

9. First Reading of Ordinance for an LDC Update - Articles II, V, & VI & Table 5-1 Relative to Clarification on Impervious Surface Materials, Pet Care Services, and Correction of Scrivener's Errors. **(Zoning Manager Whitfield)**

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

10. Second Reading of Ordinance Ratifying Resolution 2023-06 to Rescind the City's Call for a Special Election for June 13, 2023, and Calling for the General City Election Date to Coincide with the Orange County Municipal Election Day and the Presidential Preference Primary Date of March 19, 2024. **(City Clerk Sibbitt)**

• **PUBLIC HEARING**

• **REGULAR AGENDA**

11. Ocoee Neighborhood Matching Grant Applicants – Approval to Award Grant Monies. **(Community Relations Manager Wright)**
12. The Regency Mixed-Use Development Large Scale Final Site Plan and First Amendment to the Development Agreement (LS-2022-012). **(Development Services Director Rumer)**
13. Ocoee Christmas Parade. **(Parks and Recreation Director Johnson)**

• **COMMENTS FROM COMMISSIONERS**

(Limit to Five Minutes)

• **ADJOURNMENT**

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



Proclamation

- Whereas,** Small cities and towns under 50,000 population are the home to millions of Americans and constitute the vast majority of municipalities across the United States; and
- Whereas,** Small cities and towns strive to strengthen their communities through the provision of services and programs to improve the quality of life for all citizens; and
- Whereas,** The federal government is an essential partner in the success of small cities and towns, and must be encouraged to continue to support programs and legislation that strengthen small communities; and
- Whereas,** State governments are partners in the success of small cities and towns, and must be encouraged to continue to support key programs and legislation that strengthen communities; and
- Whereas,** Organizations, businesses, and citizens are partners in the success of small cities and towns, and must be encouraged to continue to grow their efforts to make small communities a viable choice for people to live in; and
- Whereas,** During these challenging economic times, the need for a renewed intergovernmental partnership to support essential public services is more important than ever to ensure the safety and growth of small town America; and
- Whereas,** The National League of Cities President *and* the Small Cities Council of the National League of Cities have declared June 2023 as Small Cities Month;

Now, Therefore, the City Commission of the City of Ocoee does hereby proclaim **June 2023**, as

SMALL CITIES MONTH

and encourages President Biden, Congress, state governments, organizations, businesses, and all citizens to recognize this event, and to work together this month and throughout the year to invest in small cities and towns to better the lives of all citizens.

**IN WITNESS WHEREOF, I hereunto have
Set my hand and caused the Seal of the
City of Ocoee, Florida to be affixed this
6th day of June, 2023.**

Rusty Johnson, Mayor

MINUTES
OCOE CITY COMMISSION
MAY 16, 2023

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:16 PM**

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

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

Also Present: City Manager Frank, City Attorney Cookson, City Clerk Sibbitt

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

Proclamation for May 2023 – Florida Emancipation Day read and proclaimed by Mayor Johnson.

Senator Geraldine Thompson briefly shared the history of emancipation and the reason behind celebrating on June 19th, known as Juneteenth, and requested a partnership with the City for the Juneteenth Event being held on June 17th at Bill Breeze Park. **Consensus of the City Commission was to approve waiving of the fees for the use of Bill Breeze Park on June 17th for the Juneteenth Event being hosted by Senator Thompson.**

Presentation on the Audit Results for Fiscal Year Ending September 30, 2022, and the GFOA Excellence in Financial Reporting Award - **Timothy Westgate, PurvisGray**, announced that the City's received the prestigious Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year ending September 30, 2021. He then presented an overview of the Auditor's Report which covered significant events, financial highlights, and other audit matters for the FY ending September 30, 2022.

Commissioner Kennedy inquired about GASB 96 and GASB 94 relating to Stormwater Waste Fund. **Mr. Westgate, PurvisGray** addressed his question.

Commissioner Firstner congratulated Finance Director Roberts and her Staff.

Commissioner Hart inquired about the retirement fund investments and any possible red flags within the City's finances. **Mr. Westgate, PurvisGray**, addressed his concerns. **Mayor Johnson** commented on the loss in value that the City has suffered. **Mr. Westgate, PurvisGray**, addressed his concerns.

• **STAFF REPORTS AND AGENDA REVIEW - None**

• **PUBLIC COMMENTS 6:40 PM**

The following persons addressed the City Commission:

- **Ocoee HS Student Body President and Ocoee HS Student Life Vice President** stood before the Commission and requested permission to hold a Homecoming Parade on September 6, 2023. **Consensus of the City Commission was to approve Road Closure for the Ocoee High School Homecoming Parade on September 6, 2023.**
- **Jamie Douglas, Monierre Development**, shared that on Friday, May 12, 2023, they fulfilled the Memorandum of Understanding which was approved at the December 2, 2022, City Commission meeting, and requested a Special Session to finalize the agreements. He explained that this will allow his team to move forward with additional required closings for the project. **Consensus of the City Commission was to call a Special Session on Thursday, May 18th at 5:30 PM.**

• **CONSENT AGENDA 6:43 PM**

Consent Agenda Motion

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

1. Approval of Minutes from the Regular City Commission Meeting held May 2, 2023.
(City Clerk Sibbitt)
2. Approval of Reappointment on the Code Enforcement Board (3-year term). **(City Clerk Sibbitt)**
3. Approval of Road Closure for the Ocoee High School Homecoming Parade on September 6, 2023. **(Development Services Director Rumer)**
4. Approval of a Road Closure for the 23rd Annual Downtown Ocoee Car Show. **(Development Services Director Rumer)**
5. Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for Wynwood Phase 1 and 2. **(Development Engineer Keaton)**

• **FIRST READING OF ORDINANCE 6:44 PM**

6. First Reading of Ordinance Ratifying Resolution 2023-06 to Rescind the City's Call for a Special Election for June 13, 2023, and Calling for the General City Election Date to Coincide with the Orange County Municipal Election Day and the Presidential Preference Primary Date of March 19, 2024. **(City Clerk Sibbitt)**

City Attorney Cookson read the title of the ordinance, and **Mayor Johnson** announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on June 6, 2023, at 6:15 PM or soon thereafter.

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 6:46 PM**

7. Second Reading of Ordinance for Siri Office Building Market Street ROW - Annexation & Rezoning to PUD; Project No(s). AX-03-23-03 & RZ-23-03-03. **(Zoning Manager Whitfield)**

Development Services Director Rumer presented a brief overview of the subject property which is approximately .372 acres in size. The subject site is adjacent to and has been included as part of the design for the Siri Office Building PUD Land Use Plan (LUP), fka 3872 Old Winter Garden Road PUD LUP. The applicant has submitted this request for annexation and classification of the vacated ROW site to PUD. This application does not propose any new development, but rather, per the approved Amended Siri Office Building LUP, the vacated ROWs will be developed with parking spaces and landscaped buffers.

City Attorney Cookson read the titles of the ordinances.

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

Second Reading of Annexation Ordinance

Motion: Move to adopt Ordinance No. 2023-10, Siri Office Building Market Street ROW Annexation; Project No. AX-03-23-03; Moved by Commissioner Wilsen, seconded by Commissioner Hart; Motion carried 5-0.

Second Reading of Rezoning Ordinance

Motion: Move to adopt Ordinance No. 2023-11, Siri Office Building Market Street ROW Rezoning to PUD; Project No. RZ-23-03-03; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 5-0.

• **PUBLIC HEARING - None**

• **REGULAR AGENDA 6:49 PM**

8. Appointment of Five (5) Members, Two (2) Alternate Members and a Facilitator to the Charter Review Commission. **(City Clerk Sibbitt)**

City Clerk Sibbitt explained at the May 2nd meeting city staff requested the City Commission provide applications to her, which were provided in the agenda packet. She announced the names of any applicants received after the publication of the agenda. Staff requested the City Commission appoint five (5) members and two (2)

alternates and appoint Attorney Richard Geller with Fishback Dominick to be the facilitator/board attorney.

Motion: Move to appoint Lou Forges, Thomas Lowrie, Adam Lovejoy, Derrick Chacon, Jim Sills, Fannie McTavish (1st Alternate), and Kelton Butler (2nd Alternate); and further, appoint Attorney Richard Geller with Fishback Dominick to be the facilitator/board attorney; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried unanimously.

9. Appointment of Members to the Human Relations Diversity Board (HRDB).
(City Clerk Sibbitt)

City Clerk Sibbitt explained at the May 2nd meeting the City Commission appointed four (4) residents to the HRDB. City staff is requesting Commissioner Hart to recommend one (1) resident from District 4 and the Commission to appoint two (2) at large members.

Motion: Move to appoint Johnny Milien as the at-large member to the HRDB; Moved by Commissioner Firstner, seconded by Commissioner Kennedy; Motion carried unanimously.

Motion: Move to appoint Jason Mellen as the at-large member to the HRDB; Moved by Commissioner Kennedy, seconded by Commissioner Firstner; Motion carried unanimously.

Motion: Move to appoint Jim Moyer as District 4 selected member; Moved by Commissioner Hart, seconded by Commissioner Kennedy; Motion carried unanimously.

10. Notification of Initial Three-Year Term Ending for Two (2) Regular Members and One (1) Alternate Member on the Planning and Zoning Commission.
(Development Services Director Rumer and City Clerk Sibbitt)

Mayor Johnson briefly commented on past practices of the alternate member moving up to a regular member position. City Manager Frank addressed his concern, and advised that is not currently stated in the ordinance, but they can consider revising the ordinance.

Development Services Director Rumer advised two (2) are eligible to serve one (1) more term. He further explained that the first members to complete their two (2) full terms will occur in June 2024. Any member who has served two full terms is not eligible to serve another term until three years have passed. Commissioner Wilsen inquired about the term limits. Development Services Director Rumer addressed her question. Commissioner Kennedy shared his recollection of the discussion at the March meeting in which the alternate position was discussed.

Motion: Move to reappoint Brad Lomneck; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried unanimously.

Motion: Move to reappoint Jason Mellen; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried unanimously.

Motion: Move to appoint Joel Keller as Alternate Member with the condition that Mr. Keller is not precluded from becoming a regular member should a regular member seat become available; Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried unanimously.

11. Discussion and Direction from the City Commission about the Procurement of a City Attorney. **(City Manager Frank)**

City Manager Frank explained with the recent resignation of City Attorney Scott Cookson staff is requesting authorization to proceed with the procurement process for selecting a law firm or attorney to fulfil the role of City Attorney. Brief discussion ensued regarding past procurement process.

Motion: Move to proceed with a procurement process for selecting a law firm or attorney to fulfil the role of City Attorney; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried unanimously.

• **COMMENTS FROM COMMISSIONERS 7:13 PM**

Commissioner Kennedy – Commented on the following:

- 1) Spoke about his experience attending the Citizens Public Safety Academy.
- 2) Shared which departments he met with this month.
- 3) Spoke about traffic and congestion concerns and provided an update on Lakewood Ave and the Clarke Road Widening Project.
- 4) Proposed widening Ocoee Apopka Road from McCormick to Franklin, and requested for Staff to explore transferring the road to the City and investigating Orange County transportation spending in Ocoee. **Consensus of the City Commission was to have Staff explore transferring Ocoee Apopka to the City and investigate Orange County transportation spending in Ocoee.**
- 5) Noted that the City has \$5 million in ARPA funding and spoke about the temporary Fire Station on Adair Street. He inquired about finding a permanent location on Clarcona-Ocoee and moving forward with finding a Private Public Partnership to construct the new facility. **Consensus of the City Commission was to have Staff find a permanent location on Clarcona Ocoee and move forward with finding a Private Public Partnership to construct the new facility.**
- 6) Highlighted the City events that he recently attended.
- 7) Announced the date, time, and location of the Ocoee PD Community Picnic.
- 8) Disclosed that he made a \$100 donation from his discretionary funds to the Ocoee High School for Senior Awards Knight.

Commissioner Wilsen – Commented on the following:

- 1) Announced the date, time, and location of the Memorial Day Event.
- 2) Announced that the Orange County Clerk of Courts located on Story Road will be open and offering services on the third Saturday of each month starting on June 17th.

Commissioner Firstner – Commented on the following:

- 1) Announced his scholarship contribution to the OYC in the amount of \$500 from his discretionary funds.

Commissioner Hart – Commented on the following:

- 1) Announced his scholarship contribution to the OYC in the amount of \$300 from his discretionary funds.
- 2) Congratulated the 2023 Ocoee High School Seniors and encouraged them to celebrate responsibly. Commended parents on a job well done!
- 3) Shared that May is Mental Health Month and spoke about the mental health concerns in our country. He encouraged everyone to participate in self-evaluations and to ask for help if needed.
- 4) Shared that he and his wife attended the Cinco de Mayo Block party and encouraged more events like this.
- 5) Encouraged residents to appreciate the elderly, our teachers, and our veterans.
- 6) Thanked everyone for the opportunity to serve.

Mayor Johnson – Commented on the following:

- 1) Asked for the Christmas Parade discussion to come back before the City Commission on June 6th. **Commissioner Wilsen** requested the attendance of Parks and Recreation Director Johnson.
- 2) Announced that he will be attending the Ocoee PD Community Picnic.
- 3) Shared that he will be out of town for Memorial Day and is unable to attend the Memorial Day event.
- 4) Announced his scholarship contribution to the OYC in the amount of \$1200 from his discretionary funds.
- 5) Proposed closing the street for a monthly music street party, and recommended a July 4th Street Party on Friday, June 30th or Saturday, July 1st. **Consensus of the City Commission was to have Staff move forward with a July 4th Street Party.**
- 6) Inquired about a start date for the HRDB and Charter Review Commission. **City Clerk Sibbitt** addressed his question.
- 7) Announced that the next City Commission is on June 6th.

City Attorney Cookson shared that there will be a Special Session this Thursday, May 18th.

ADJOURNMENT 7:26 PM

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



**CITY COMMISSION SPECIAL SESSION
MINUTES
MAY 18, 2023**

• **CALL TO ORDER AND ROLL CALL 5:30 PM**

Mayor Johnson called the regular session to order at 5:30 PM in the Commission Chambers of City Hall. **City Clerk Sibbitt** called the roll and declared a quorum present.

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

Also Present: Assistant City Manager Shadrix, City Attorney Cookson, City Clerk Sibbitt

• **REGULAR AGENDA 5:31 PM**

1. Approval of Purchase and Sale Agreement – Chevron Property. (**City Attorney Cookson**)

City Attorney Cookson commended City staff for the work they have put into this project, and further explained the Purchase and Sale Agreement. He briefed the City Commission on the basic terms of the contract, Montierre's obligations, and explained steps the City has taken to address any liability of the City.

2. Approval of the Development Agreement with Montierre Development, PLLC, for the Ocoee Regional Sports Complex. (**Development Services Director Rumer**)

Development Services Director Rumer presented a brief overview of the proposed Development Agreement, explained the key elements of the agreement, and further summarized Section 7 regarding compensation to the City and Section 9, road improvements. He explained the designation of the Rodgers Property as park land and noted that this property is for that intended use only, whether developed by Montierre Development, PLLC, or by the City.

Commissioner Hart inquired about the contamination. **City Attorney Cookson** addressed his question. **Commissioner Hart** inquired about Ocoee Apopka Road and if the County would be contributing funds. **Assistant City Manager Shadrix** addressed his question. **Development Services Director Rumer** commented on the land use change to the property and the requirement of notifying all agencies to provide comments, recommendations, and conditions.

Commissioner Kennedy thanked staff for addressing his question on the payment obligation, and shared he supports the project.

Mayor Johnson inquired about the timeline for the project. **Development Services Director Rumer** addressed his question, and also explained the large-scale land use process required by the State.

Mayor Johnson asked about the clearing of the parcels. **Jaime Douglas**, *Montierre Development, PLLC*, addressed his question. **City Attorney Cookson** briefed the City Commission on not making any comments or press releases related to the project, as requested by Chevron. **Jamie Douglas** and **Development Services Director Rumer** displayed renderings that were provided in the PowerPoint, and briefly explained the proposed facilities.

Motion: Move to approve the Purchase and Sale Agreement with Chevron Land and Development Company; Moved by Commissioner Kennedy, seconded by Commissioner Hart; Motion carried 5-0.

Motion: Move to approve the Development Agreement with Montierre Development, PLLC for the Ocoee Regional Sports Complex; Moved by Commissioner Kennedy, seconded by Commissioner Hart; Motion carried 5-0.

Mayor Johnson commented on the intentions of former Mayor Tom Ison to have a baseball complex in Ocoee, and feels this sports complex will benefit the City and our surrounding neighboring cities. **Mayor Johnson** asked for a consensus to appoint Assistant City Manager Shadrix as the spokesperson to address any comments on the Ocoee Regional Sports Complex, until the purchase and sale agreement with Chevron is completed. **Consensus of the City Commission was to appoint Assistant City Manager Shadrix, as stated.**

• **ADJOURNMENT 6:02 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



Meeting Date: June 6, 2023
Item #: 2

Contact Name: Kathy Heard
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Approval of New Appointments to the Citizen Advisory Council for Ocoee Fire Department (CACOFD). (City Clerk Sibbitt)

Background Summary:

The Citizen Advisory Council for Ocoee Fire Department (CACOFD) was first created in 2003 by the Ocoee City Commission for the general purpose of promoting and maintaining a positive relationship between the citizens of the City of Ocoee and the Ocoee Fire Department. Members of the CACOFD serve a three-year term. The CACOFD Bylaws, Article 3 (Membership), allows no more than nine (9) members, and currently the Board has six (6) members.

Two applications have been received by Michael Fletcher and Kaitlyn Ochoa who have shown an interest in being appointed to the CACOFD for a three-year term ending November 2026.

Issue:

Should the Honorable Mayor and City Commissioners appoint Michael Fletcher and Kaitlyn Ochoa to the CACOFD with a term ending November 2026?

Recommendations:

Staff respectfully recommends the Honorable Mayor and City Commissioners consider appointing Michael Fletcher and Kaitlyn Ochoa to serve on the CACOFD for a term ending November 2026.

Attachments:

1. Application_Fletcher, Michael
2. Application_Ochoa, Kaitlyn
3. Board List

Financial Impacts:

None

Type of Item: Consent



APPLICATION FOR SERVING ON CITY BOARDS

Please use this form to apply for appointment to a citizen advisory or quasi-judicial board. Completed applications must be signed and submitted to the Office of the City Clerk, 1 N. Bluford Ave., Ocoee, FL 34761 or emailed to ccd1@ocoe.org. Applications are valid for one (1) year from the date of submission. Please direct any questions to the Office of the City Clerk, 407-905-3105.

All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) MICHAEL RAY FLETCHER Email Address _____
Home Address 698 MONTGOMERY AVE 34761
Phone 321-201-2644 City Resident at Least 6 Months? ☒ Yes ☐ No City District # 2

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work Retired Position _____

Business Address _____

US Citizen? ☒ Yes ☐ No Registered Voter? ☒ Yes ☐ No City Employee? ☐ Yes ☒ No Dept. _____

Presently Serve on Quasi-judicial Board? ☐ Yes ☒ No If yes, please describe _____
State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

☒	Citizen Advisory Council for Fire Dept. ²		Parks & Recreation Advisory Board ²
	Citizen Advisory Council for Police Dept. ²		Planning & Zoning Commission ¹
	Code Enforcement Board ¹		Personnel Board
	General Employees' Retirement Trust Fund Board of Trustees ¹		Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☐ Yes ☒ No

Have Attended at Least 1 Meeting of Requested Board(s)? ☒ Yes ☐ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☒ Yes ☐ No

Education: <u>12TH GRADE</u>
Experience: _____
Special Knowledge or Skills: <u>PAD WRESTLER 32 YRS IN FIA</u> <u>MARTIAL ARTS TEACHER</u>
Community/Civic Organizations & Involvement: _____
Hobbies or Special Interests: <u>BOWLING, WRESTLING, MARTIAL ARTS</u>

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

STATE REPORTING REQUIREMENTS

Section 760.80, F.S., requires the City submit a report annually to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes below:

<u>Race</u>	<u>Gender</u>	<u>Disability</u>
☐ African-American	☒ Male	☐ Physically Disabled
☐ Asian- American	☐ Female	
☐ Hispanic-American		
☐ Native American		
☒ Caucasian		

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature M. Michael F. [Signature] Date 5-16-23



APPLICATION FOR SERVING ON CITY BOARDS

Please use this form to apply for appointment to a citizen advisory or quasi-judicial board. Completed applications must be signed and submitted to the Office of the City Clerk, 1 N. Bluford Ave., Ocoee, FL 34761 or emailed to ccdl@ocoe.org. Applications are valid for one (1) year from the date of submission. Please direct any questions to the Office of the City Clerk, 407-905-3105.

All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) Kaitlyn Ochoa E-mail Address kaioch823@gmail.com
Home Address 2265 Holly Ridge Drive, Ocoee, FL 34761
Phone 321-229-1349 City Resident at Least 6 Months? ☒ Yes ☐ No City District # 3

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work City of Ocoee Position Receptionist (Part time)
Business Address 1 N. Bluford Ave, Ocoee, FL 34761

US Citizen? ☒ Yes ☐ No Registered Voter? ☒ Yes ☐ No City Employee? ☒ Yes ☐ No Dept. Support Services

Presently Serve on Quasi-judicial Board? ☐ Yes ☒ No If yes, please describe _____
State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

☒	Citizen Advisory Council for Fire Dept. ²	☐	Parks & Recreation Advisory Board ²
☐	Citizen Advisory Council for Police Dept. ²	☐	Planning & Zoning Commission ¹
☐	Code Enforcement Board ¹	☐	Personnel Board
☐	General Employees' Retirement Trust Fund Board of Trustees ¹	☐	Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
☐	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☐ Yes ☒ No

Have Attended at Least 1 Meeting of Requested Board(s)? ☒ Yes ☐ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☐ Yes ☒ No

Education: _____ _____
Experience: <u>Student Ambassador at Orange Technical College:</u> <u>West Campus</u>
Special Knowledge or Skills: _____ _____
Community/Civic Organizations & Involvement: <u>City of Ocoee employee (receptionist)</u>
Hobbies or Special Interests: _____ _____

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

STATE REPORTING REQUIREMENTS

Section 760.80, F.S., requires the City submit a report annually to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes below:

- Race**
- ☐ African-American
 - ☐ Asian- American
 - ☐ Hispanic-American
 - ☐ Native American
 - ☒ Caucasian

- Gender**
- ☐ Male
 - ☒ Female

- Disability**
- ☐ Physically Disabled

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature Laithyn Ochoa Date 5/11/2023

CITIZEN ADVISORY COUNCIL FOR OCOEE FIRE DEPARTMENT

Created by Res. #2003-20 on 9/16/2003 amended by Res. #2010-012 & Res. #2022-01
(Up to 9 members but no less than 3 members)

Member	District	Email	Term Expires
1. Warren Channell	4	warrenchannell@yahoo.com	Nov 2023
2. Glenn Richardson	2	cappouch@aol.com	Nov 2024
3. Wayne Vaughn	2	colvaughn@cfl.rr.com	Nov 2024
4. Tom Legvold	4	legvoldtom@gmail.com	Nov 2025
5. Rick Kepler	2	rkepler@cfl.rr.com	Nov 2025
6. Jim Moyer	4	Jimmoyer1956@gmail.com	Nov 2025
7. Vacant			
8. Vacant			
9. Vacant			

Commission Liaison	District	Phone Number	Email
1. Commissioner Firstner	3	407-905-3100 x 1039	Rfirstner@ocoe.org
Staff Liaison		Phone Number	Email
1. Tom Smothers, Fire Chief		407-905-3100 x 2002	Tsmothers@ocoe.org

Recording Secretary

Rosie Serrano

407-905-3140
mserrano@ocoe.org

STAFF REPORT

Meeting Date: June 6, 2023

Item #: 3

Contact Name: CJ VanCamp

Contact Number: Ext. 2006

Department Director: Tom Smothers

City Manager: Robert Frank

Subject: Approval to Piggyback Bound Tree Medical Contract # IFB-604500-23/GCM with Seminole County. (Fire Deputy Chief Van Camp)

Background Summary:

The Ocoee Fire Department (OFD) utilizes Bound Tree Medical (BTM) to purchase EMS supplies that are stocked on all rescue and engine units and used by Department personnel on medical calls. In 2018, and again in 2020, BTM offered to extend the terms of its contract with Seminole County to the City of Ocoee for OFD to utilize, which the Honorable Mayor and City Commissioners approved. The established arrangement with BTM has been shown to be an effective and efficient method to procure EMS supplies for OFD.

Seminole County's contract with Bound Tree expired on May 7, 2023. On April 28, 2023, Seminole County approved a new amendment to renew and extend the expired contract. OFD would like to continue to piggyback off of Seminole County's new contract # IFB-604500-23/GCM, including any renewals or future amendments, in order to secure the most competitive pricing for the EMS supplies, pharmaceuticals, and narcotics necessary to effectively serve the community's needs.

Issue:

Should the Honorable Mayor and City Commissioners approve piggybacking on Seminole County's contract # IFB-604500-23/GCM with Bound Tree Medical, including any renewals or amendments?

Recommendations:

Staff recommends approval to piggyback Bound Tree Medical's contract # IFB-604500-23/GCM with Seminole County, including any renewals or amendments.

Attachments:

1. Seminole County Executed IFB-604500-23 Agreement (Boundtree)
2. City of Ocoee Adoption Agreement

Financial Impacts:

None, as the EMS Supplies budget includes sufficient funding to meet the purchase threshold with BTM.

Type of Item: Consent

**TERM CONTRACT FOR EMS MEDICAL SUPPLIES AND RELATED COMPONENTS
(IFB-604500-23/GCM)**

THIS AGREEMENT is dated as of the 28 day of April 2023, by and between **BOUND TREE MEDICAL, LLC**, duly authorized to conduct business in the State of Florida, whose address is 5000 Tuttle Crossing Boulevard, Dublin, OH 43016, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide medical supplies and equipment to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials to COUNTY, and desires to provide materials according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials. COUNTY hereby retains CONTRACTOR to provide materials as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials will be specifically enumerated, described, and depicted in the Release Orders

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
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authorizing purchase of specific materials. This Agreement standing alone does not authorize the purchase of materials or require COUNTY to place any orders for materials.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Release Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials. Authorization for provision of materials by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the materials required, state the dates for delivery of materials, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials to be provided by CONTRACTOR will be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

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Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials required by the Release Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order materials actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials are provided, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials provided, the cost of the materials provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners

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P.O. Box 8080
Sanford, FL 32772-8080

- (3) A copy of the invoice must be sent to:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials required under this Agreement and upon acceptance of the materials by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement

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and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

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(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt,

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proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

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(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) **General.** CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's

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Liability, Commercial General Liability, and Business Auto). The Certificate must have the Agreement number for this Agreement clearly marked on its face. COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

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(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this

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Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00 (Each Accident)
\$500,000.00 (Disease-Policy Limit)
\$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

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(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

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(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit \$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other

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than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

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Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

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Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public

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records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

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Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the

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provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Bound Tree Medical, LLC
5000 Tuttle Crossing Boulevard
Dublin, Ohio 43016

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract,

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 19 of 21



or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

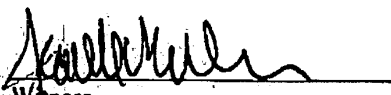
(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

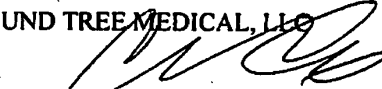
ATTEST:


Witness
Heather Legg
Print Name


Witness
Jeanelle Mendenhall
Print Name

BOUND TREE MEDICAL, LLC

By:


JEFFREY PRESTEL, Corey Case
Authorized Representative

Date: 4/20/2023

[Balance of page left intentionally blank]

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
Page 20 of 21



SEMINOLE COUNTY, FLORIDA

G. Narrozas
Witness
Gladys Narrozas
Print Name

Maria A. Green
Witness
Maria A. Green
Print Name

By: Tammy Roberts
TAMMY ROBERTS,
Procurement Administrator

Date: April 28, 2023

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

Within the authority delegated by the County
Manager pursuant to Section 3.554,
Seminole County Administrative Code.

[Signature]
County Attorney

GK/sfa
04/04/2023

T:\Users\Legal Secretary CSB\Purchasing 2023\IFB-604500-23 (Bound Tree Medical, LLC) docx

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Release Order
- Exhibit C - Contract Pricing
- Exhibit D - Affidavit of E-Verify Requirements Compliance

Term Contract for EMS Medical Supplies and Related Components
(IFB-604500-23/GCM)
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Exhibit A

Scope of Services

The Seminole County Fire Department is looking for a Vendor to provide EMS Medical Supplies and Equipment at a percentage off catalog/list pricing.

The qualified respondent shall be licensed to supply medications in the state of Florida, in accordance with Florida Statute 499.01 which states, "Any such person must comply with the licensing or permitting requirements of the jurisdiction in which the establishment is located and the federal act, and any product wholesaled into this state must comply with this part. If a person intends to import prescription drugs from a foreign country into this state, the nonresident prescription drug manufacturer must provide to the department a list identifying each prescription drug it intends to import and document approval by the United States Food and Drug Administration for such importation".

The Vendor must notify the EMS Fire Office of any published cost price changes prior to the order being placed. Including a copy of the updated published cost price list.

Include any categories and or manufactures excluded from this discount.

Provide any other additional discounts or offers provided.

Prices shall include all costs, including but not limited to General Administrative, overhead, fringe and benefits, transportation, and profit.

All merchandise shall have a minimum expiration date of twelve (12) months from the date of shipment and the date must be displayed on the packages.

Shipping labels shall be attached to each carton and shall contain the following information: delivery order number, quantity contained in each package and the total number of items being delivered.

The County does not guarantee a minimum total purchase.

The County's EMS Supplies Vendor must have the capability to complete orders, receive supplies and inventory, via UCAP devices integrated thru Operative IQ and IQ Tech.

The inventory system must include licenses to track inventory and assets at all Seminole County fire stations. The web-based inventory management system will also track preventative maintenance data for all assets. The inventory solution shall be included at no additional cost to the County and should be hosted by the vendor and accessible by the County through the internet. The system should be web based, manage inventory and assets, manage preventative maintenance data, manage multiple facility locations for ordering, manage inventory at the truck level as well as the supply room level, provide multi-level reporting, password protected, barcode process enabled, provide multi-level authorization of orders, and have an auto-replenishment feature that can be turned on or off. The system must be in a hosted environment by the vendor. No onsite computer servers or IT support will be provided. Data Back-Ups shall be provided by the vendor however, in the event that the awarded respondent should lose the contract in the future, the County reserves the right to retain any and all data placed into the system prior to and up to contract termination.

The UCAP devices shall check multiple forms of ID and will prompt for station or dispatch specific data. All withdrawals are cataloged, time stamped and regulated by tech clearance/training level. The UCAP aggregates all dispensing history and alerts for low stock position, expiring product and creates a pick list for restocking. It will generate individual call reports based on products restocked. This information can be printed or exported to the County Accounts Payable/Receivable Software.



EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
RELEASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

S H I P	
------------------	--



ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

V E N D O R	
----------------------------	--

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
 Accts: Payable Inquiries - Phone (407) 665 7656

ORDER
INQUIRIES

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.

TOTAL AMOUNT 00.00

PURCHASING AND CONTRACT DIVISION
 1301 EAST SECOND STREET
 SANFORD FLORIDA 32771
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Page 1 of 1

Certified Copy - Grant Maloy
 Clerk of the Circuit Court and Comptroller
 Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

eCertified at 05/03/2023 10:57:57 -04:00

eCertified Id: 8DCB-5BEC-54EC

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Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods/services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County; and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.
Rev. 10/2021



PROPOSAL DOCUMENT REPORT

IFB No. IFB-604500-23/GCM

Purchase of EMS Supplies and Related Components

EXHIBIT C

Line Item	Description	Unit of Measure	Percentage
1	Percentage off Medical Supplies	1	35%
2	Percentage off Medical Equipment	1	35%
3	Any additional discounts offered by your Company. Please include any other discounts, benefits to the County in your solicitation as a separate attachment	1	40%

PROPOSAL DOCUMENT REPORT

Invitation For Bid - Purchase of EMS Supplies and Related Components

Page 13



Exhibit D

Agreement Name: Purchase of EMS Supplies and Related Components

Agreement Number: IFB-604500-23/GCM

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604500-23/GCM are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 20 day of April, 2023.

Bound Tree Medical, LLC

Consultant Name

By: [Signature]

Print/Type Name: Corey Case

Title: Senior Vice President of Marketing

STATE OF Ohio

COUNTY OF Franklin

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this 20th day of April, 2023, by Corey Case (Full Name of Affiant).



KRYSTAK MARTIN
Notary Public, State of Ohio
My Comm. Expires Nov 23

Krysta K. Martin
Print/Type Name Krysta K. Martin
Notary Public in and for the County
and State Aforementioned
My commission expires: Nov 2023

E-Verify Affidavit
Revised 5/19/2021



BOUND TREE MEDICAL, LLC

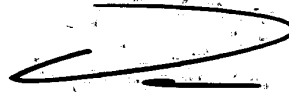
OFFICER'S CERTIFICATE

October 21, 2021

The undersigned, as Secretary of Bound Tree Medical, LLC, an Ohio limited liability company (the "Company") does hereby certify as follows:

(a) Corey Case, Senior Vice President for Company, has the authority to sign customer contracts and otherwise bind the Company where the anticipated annual revenue associated with such contract does not exceed an amount of \$1M.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth above.



Darrell A. Hughes, Secretary



Adoption Agreement

“Customer”

Name: City of Ocoee Fire
Address: 563 S Bluford Ave
Ocoee, FL 34761
Attention: CJ
Telephone: 407-905-3140
E-mail: CVanCamp@occoee.org

“Company”

Bound Tree Medical, LLC
5000 Tuttle Crossing Boulevard
Dublin, Ohio 43016
Attention: President

This Adoption Agreement is made this ____ day of _____, 2023 (the “Effective Date”) by and between Customer and Company. By entering into this Adoption Agreement, Customer hereby agrees to comply with the Term Contract for EMS Medical Supplies and Related Components between Seminole County and Bound Tree Medical, LLC (“Seminole County Agreement”), bid number IFB-604-500-23/GCM, which has an effective date of April 28, 2023 and an expiration date of April 27, 2026, with 2 optional 1 year renewal terms. Customer agrees to comply with all terms and conditions of the Seminole County Agreement.

Customer shall be responsible for issuing its own purchase orders made pursuant to the Seminole County Agreement and shall pay all invoices within thirty (30) days of receipt. Customer warrants it will not request or accept lower-priced quotes from Company on any products otherwise available under the Seminole County Agreement.

Products sold by Company carry only those warranties provided by their manufacturers. This warranty shall apply to both products and equipment, if any, purchased pursuant to the Seminole County Agreement. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY’S SOLE OBLIGATION AND CUSTOMER’S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY SHALL BE, AT COMPANY’S OPTION, TO REPAIR OR REPLACE THE PRODUCT, OR TO ISSUE A REFUND OR CREDIT.

Company and Customer may terminate this Adoption Agreement upon thirty (30) days’ notice to the non-terminating party. If Customer breaches any terms and conditions of this Adoption Agreement and/or the Seminole County Agreement, Company may, at its sole discretion, immediately terminate this Adoption Agreement.

This Adoption Agreement shall continue for the duration of the Seminole County Agreement. If the Seminole County Agreement is terminated prior to the end of its term, this Adoption Agreement will terminate upon thirty (30) days’ written notice to Customer. Any changes or modifications to the original language contained herein must be agreed upon in writing by the Company before this Adoption Agreement will take effect.

IN WITNESS WHEREOF, the Customer hereto caused this Adoption Agreement to be executed on its behalf by its duly authorized representative as set forth below.

Customer:

By: _____

Name: _____

Title: _____

Date: _____



STAFF REPORT

Meeting Date: June 6, 2023

Item #: 4

Contact Name: Scott Nylander

Contact Number: Ext. 3315

Department Director: Saima Plasencia

City Manager: Robert Frank

Subject: Approval for Crossing Guard Services with All City Management Services. (Police Chief Plasencia)

Background Summary:

The City of Ocoee Police Department's current crossing guard contract with All City Management Services ends on June 30, 2023. The Police Department is seeking to renew the contract for an additional three years. The contract would begin on or around July 1, 2023 and end on June 30, 2026. The estimated cost of this contract during the first year (2023-2024) will begin at \$23.11 per hour, per crossing guard, until 9/30/23, and then will increase to \$24.93 per hour, per crossing guard, from 10/01/2023 through the end of the school year. The rate is fully loaded to include recruitment, background clearance, training, equipment, insurance, supervision and management. The Police Department would continue to designate a liaison between the Department and All City Management Services to address any future crossing guard needs.

Issue:

Should the Honorable Mayor and City Commissioners approve a three-year crossing guard contract with All City Management Services?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve a three-year crossing guard contract with All City Management Services.

Attachments:

1. ACMS Contract

Financial Impacts:

The City agrees to pay the Contractor for the Services rendered pursuant to the Agreement the sum of **\$23.11** per hour, per Crossing Guard, from August 10, 2023, through September 30, 2023, during contract school year 2023-2024, inclusive of supervision. The total amount from August 10, 2023, through September 30, 2023, is currently budgeted. The rate will increase to \$24.93 per hour, per crossing guard, from 10/01/2023 through the end of the 2023-2024 school year. The total amount budgeted from October 1, 2023, through September 30, 2024, will be **\$343,801.17** in our proposed budget. The rate shall increase to **\$26.18** per hour, per Crossing Guard, for the 2024-2025 school year, inclusive of supervision, and the rate shall increase to **\$27.49** per hour, per Crossing Guard, for the 2025-2026 school year, inclusive of supervision. 2024-2025 and 2025-2026 funds will be budgeted for crossing guard hours or resources as needed.

Type of Item: Consent



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated May 24, 2023 and is between the CITY OF OCOEE (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation authorized to do business in the State of Florida (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on or around July 1, 2023 and ends on June 30, 2026 and for such term thereafter as the parties may agree upon by written amendment to this contract. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained (by an FDOT certified Trainer) in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City’s representative in dealing with the Contractor shall be designated by the City of Ocoee Police Chief.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement. Effective July 1, 2023 if Contractor fails to supply an immediate replacement and the City provides a temporary replacement, any period of time; the Contractor shall reimburse the City the going rate for a detail officer which is \$53.00 per hour for a minimum of 1.5 hours.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City’s insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a “Claim” and collectively, the “Claims”) that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses including attorney’s fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgement rendered against the City, its officers, agents, or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney’s fees.

- d) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - e) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$9,000,000 (Nine Million Dollars).
 - f) Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as an extension of liability beyond the statutory limitations of liability set forth in section 7468.28 Florida Statutes. Except for the enforcement of the express provisions of the Agreement, which may only be enforced by the expressly identified parties to the Agreement, the City of Ocoee shall maintain all rights, privileges, and immunities of sovereign immunity, including but not limited to those at common law, and those rights and limitations of liability set out in section 768.28 Florida Statutes.
- 12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
 - 13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
 - 14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-three Dollars and Eleven Cents (**\$23.11**) per hour, per Crossing Guard for the term of 7/1/2023 – 9/30/2023. The rate will change to Twenty-four Dollars and Ninety-three cents (**\$24.93**) per hour, per Crossing Guard for term of 10/1/2023-6/30/2024. Based on a minimum of twenty-nine (29) sites and upon a projected (13,995) hours of service the cost shall not exceed Three Hundred Forty-three Thousand, Eight Hundred and One Dollar (\$343,801.00) for the 2023-2024 school year, unless Contractor fails to perform service.

The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-six Dollars and Eighteen Cents (**\$26.18**) per hour, per Crossing Guard during the term of 7/1/2024 – 6/30/2025. Based on a minimum of twenty-nine (29) sites and upon a projected (13,995) hours of service the cost shall not exceed Three Hundred Sixty-six Thousand, Three Hundred and Eighty-nine Dollar (\$366,389.00) for the 2024-2025 school year, unless Contractor fails to perform service.

The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-seven Dollars and Forty-nine Cents (**\$27.49**) per hour, per Crossing Guard during the term of 7/1/2025 – 6/30/2026. Based on a minimum of twenty-nine (29) sites and upon a projected (13,995) hours of service the cost shall not exceed Three Hundred Eighty-four Thousand, Seven Hundred and Twenty-three Dollar (\$384,723.00) for the 2025-2026 school year, unless Contractor fails to perform service.

15. All invoices will be paid by City in accordance with the Florida Prompt Payment Act following receipt of Contractors' properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Ocoee

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____

STAFF REPORT

Meeting Date: June 6, 2023

Item #: 5

Contact Name: Saima Plasencia
Contact Number: Ext. 3022

Department Director: Saima Plasencia
City Manager: Robert Frank

Subject: Approval of Memorandums of Agreement with the Florida Police Benevolent Association. (Police Chief Plasencia)

Background Summary:

In consultation with the Human Resources Department, the Police Department is requesting approval of two Memorandums of Agreement with the Florida Police Benevolent Association (PBA). The MOAs are a mutual agreement to extend the Take-Home Vehicle program radius by 15 miles. Entering these MOAs allows the Police Department to be more competitive as it relates to the hiring and retention of certified law enforcement officers, as many of our surrounding law enforcement agencies afford a greater radius in their Take-Home Vehicle Program than our current Collective Bargaining Agreements with the Florida PBA. Expanding the Take-Home Vehicle Program radius also allows several current employees to join the program.

This action requires ratification of the MOA by the respective bargaining units. It is anticipated that ratification confirmation will be received by staff prior to the Commission meeting on June 6, 2023.

Issue:

Should the Honorable Mayor and City Commissioners approve the MOAs with the Florida PBA to increase the take-home vehicle radius?

Recommendations:

Staff respectfully recommends the Honorable Mayor and City Commissioners enter into the MOAs with the Florida PBA to increase the take-home vehicle radius. Approving these MOAs will enhance the Police Department's recruiting efforts as it brings the Department closer to the mileage allowed by other law enforcement agencies in the region.

Attachments:

1. MOA _Florida PBA Officers
2. MOA _Florida PBA Sergeant

Financial Impacts:

The financial impact is minimal as personnel will still be required to pay \$50 dollars per pay period for the added mileage. This will impact a few current employees, who would be allowed to enter the Take-Home Vehicle Program with the requisite payment based on mileage. Additional costs to the City are expected to be minimal.

Type of Item: Consent

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF OCOEE
AND THE
FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.
Officer's & Corporal's Contract

THIS MEMORANDUM OF AGREEMENT is made and entered into by and between the Florida Police Benevolent Association, Inc., hereinafter called the "Association" and the City of Ocoee, hereinafter called "City" and shall become effective upon ratification by both parties.

WHEREAS, there are no opportunities in the current City of Ocoee Officer's & Corporal's Collective Bargaining Agreement effective October 1, 2022, and terminating September 30, 2025; to reopen Article 20, Safety, Health and Physical Fitness, until June of 2025 and;

WHEREAS, the City wishes to amend the Take Home Vehicle provisions, and those changes were not negotiated in the Collective Bargaining Agreement which became effective on October 1, 2022, and;

NOW, THEREFORE, the parties agree as follows:

Effective upon the date approved by both parties, the parties agree to increase the radius for take home vehicles as outlined in Amended Article 20, attached.

RECOMMENDED FOR THE CITY

Robert Frank, City Manager

Date

Rusty Johnson, Mayor

Date

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

George J. Corwine
Florida Police Benevolent Association

Date

AMENDED ARTICLE 20:
SAFETY, HEALTH & PHYSICAL FITNESS

Section 20.1: Cooperation

The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards as well as maintaining the safety of the members covered by this Agreement.

Section 20.2: Unsafe Equipment

Whenever a member covered by this Agreement feels that a vehicle or other equipment is unsafe and, therefore, unfit for service because it is a hazard to himself or to the public, or both, he shall immediately inform his Supervisor. If the Supervisor concurs, the unsafe vehicle or other equipment shall not be used until it has been inspected and determined safe. Should the Supervisor not concur, the unit member will abide by the Supervisor's decision; however, the Supervisor shall document the alleged unsafe condition and Supervisor's comments in writing and forward it to the Chief of Police via the Chain of Command. Supervisors shall have the authority to deadline his vehicle or equipment, should the supervisor deem the equipment unsafe.

Section 20.3: Take-Home Vehicle Policy

A. Unit members shall not be required to use their own private vehicles in the performance of their regularly assigned duties.

B. The Department shall provide a take-home vehicle for all unit members in the bargaining unit, as fiscally able, who reside within a thirty (30) mile radius from the City of Ocoee (JPA). Take-home vehicles may not be used for personal business use, except for those members who reside within the city limits of Ocoee. During this personal use, no family members (or others) may be transported.

C. Unit members residing more than five (5) to ten (10) miles outside the JPA will have \$30.00 per pay period automatically deducted from their pay, unit members residing more than ten (10) to fifteen (15) miles outside the JPA will have \$40.00 per pay period automatically deducted from their pay, and unit members residing more than fifteen (15) miles outside the JPA will have

\$50.00 per pay automatically deducted from their pay, except for K-9 handlers, who shall be exempt. These members outside the JPA will be prohibited to transport family members or any other individuals for personal reasons in the take home vehicle. This shall not apply to existing members unless they move. *

D. Distance from the JPA shall be measured “as the crow flies” using MapQuest, to the unit member’s sub-division or home address, whichever is lesser.

E. Should a vehicle be “dead-lined” for more than two consecutive days, and the unit member not furnished another City vehicle, no monies shall be deducted from the members’ pay for the duration that the member was not furnished a vehicle, on a pro-rated basis.

1. Unit members who no longer drive a City owned vehicle to and from work shall be provided a safe and secure parking facility; secured from the general public, in which to park their personal owned vehicle(POV).
2. Unit members may voluntarily give up their right to a take-home vehicle.

Section 20.4: Transport

Unit members will not be required to transport persons detained in a vehicle not equipped with a cage, except in an emergency, and then the transporting officer will be assisted by another officer.

Section 20.5: Portable Radio

No member shall be permitted to work his tour of duty without having in his possession an operable portable radio; provided, however, that in Management’s discretion, a member not having an operable portable radio may be reassigned to other duties where a portable radio is not necessary.

Section 20.6: Firearms Training

Semi-annual firearms training will be provided by the City, to include shotgun, rifle training with live ammunition. No less than semi-annually, the City shall furnish a box of ammunition, caliber to be consistent with the duty issued sidearm, for use by the bargaining unit member to practice

on a firearms course in order to maintain sidearm proficiency.

Section 20.7: Physical Exams

1. The City agrees that each member will receive, unless he objects, an annual physical examination by a physician designated and paid for by the City, which includes the following tests:

- A. Urinalysis;
- B. Blood Pressure;
- C. Blood Chemical Profile (SMAC-24 Blood Test);
- D. Vision Test;
- E. Height and Weight Recorded;
- F. EKG at rest or Stress EKG (Upon recommendation of the City physician);
- G. Chest X-Ray;
- H. Nicotine Free Tests.

Every other year, unless more is determined by a physician, in addition to the above tests, employees will be given Spirometry, T.B., Audiometry and Urinalysis tests.

Scheduling of the physical examination will be on duty and at the discretion of the Department and results will be sent to the member by the medical provider.

In order to develop a comprehensive disease management program in conjunction with the member health center and the annual physicals the parties agree to the following:

- 1. All members shall receive a health risk assessment as part of the annual physical;
- 2. All members will be required to participate with the doctor, nurse and support staff from MyHealth Onsite to address any health-related risks, i.e.: hypertension, blood sugar, cholesterol, obesity, diabetes, etc.;
- 3. All members will receive assistance from the programs offered through the health center including smoking cessation program (at no cost);
- 4. No results of any physical testing done on annual bases shall have an adverse effect on a unit member's position without the unit member having the time and opportunity to rehabilitate himself.

Section 20.8: Fitness for Duty

Any medical or psychological exam that results in the member being considered as unfit for duty, as attested by a qualified medical provider rendering his opinion of the member's limitations described in layman terms, shall require the member to use paid time off until a subsequent exam finds the member fit for duty.

Members shall undergo fitness for duty medical evaluations, at the City's direction, by a medical provider selected by the City. The medical provider shall provide, by way of second opinion, to the City, his opinion of the member's condition and what limitations – in layman's terms, if any, the member has and if the limitations are permanent.

Should the member provide qualified medical information to return to duty before the City (Human Resources Director) believes the member may return, and a final determination is made that the member could have returned sooner, then the City shall return that portion of the paid time off used after the date the documentation was provided.

Section 20.9: Drug and Alcohol Policy

The City Drug and Alcohol policy contained in the PRR shall apply to bargaining unit employees.

Section 20.10: Random Drug Tests

The City reserves the right to randomly drug test members. Said drug test shall be conducted following computer based objective selection procedures as is done for the City's other employees. The costs of such tests shall be borne by the City.

Section 20.11: Notice of Health-Related Problems

When a member has a health-related problem that affects his ability to perform the essential functions of his job, the member shall so advise the Chief. Members may undergo fitness for duty medical evaluations as directed by the Chief by a doctor selected by the City. The doctor shall

provide, by way of second opinion, to the Chief only what limitations – in layman’s terms, if any, the member has and if the member has reached MMI and if the limitations are permanent.

Section 20.12: Nicotine Free Requirement

All members hired immediately after June 20, 2006, must be free of nicotine use and must remain continually free of any nicotine use as a requirement for continued employment with the City of Ocoee Police Department.

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF OCOEE
AND THE
FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.
Sergeant's Contract

THIS MEMORANDUM OF AGREEMENT is made and entered into by and between the Florida Police Benevolent Association, Inc., hereinafter called the "Association" and the City of Ocoee, hereinafter called "City" and shall become effective upon ratification by both parties.

WHEREAS, there are no opportunities in the current City of Ocoee Sergeants Collective Bargaining Agreement effective October 1, 2022, and terminating September 30, 2025; to reopen Article 20, Safety, Health and Physical Fitness, until June of 2025 and;

WHEREAS, the City wishes to amend the Take Home Vehicle provisions, and those changes were not negotiated in the Collective Bargaining Agreement which became effective on October 1, 2022, and;

NOW, THEREFORE, the parties agree as follows:

Effective upon the date approved by both parties, the parties agree to increase the radius for take home vehicles as outlined in Amended Article 20, attached.

RECOMMENDED FOR THE CITY

Robert Frank, City Manager

Date

Rusty Johnson, Mayor

Date

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

George J. Corwine
Florida Police Benevolent Association

Date

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on a firearms course in order to maintain sidearm proficiency.

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- B. Blood Pressure;
- C. Blood Chemical Profile (SMAC-24 Blood Test);
- D. Vision Test;
- E. Height and Weight Recorded;
- F. EKG at rest or Stress EKG (Upon recommendation of the City physician);
- G. Chest X-Ray;
- H. Nicotine Free Tests.

Every other year, unless more is determined by a physician, in addition to the above tests, employees will be given Spirometry, T.B., Audiometry and Urinalysis tests.

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provide, by way of second opinion, to the Chief only what limitations – in layman’s terms, if any, the member has and if the member has reached MMI and if the limitations are permanent.

Section 20.12: Nicotine Free Requirement

All members hired immediately after June 20, 2006, must be free of nicotine use and must remain continually free of any nicotine use as a requirement for continued employment with the City of Ocoee Police Department.

STAFF REPORT

Meeting Date: June 6, 2023

Item #: 6

Contact Name: Stephen Krug

Contact Number: Ext. 6002

Department Director: Stephen Krug

City Manager: Robert Frank

Subject: Approval of One (1) Year Extension of RFP #18-002 Emergency-Disaster Debris Removal Contracts. (Public Works Director Krug)

Background Summary:

The City entered into continuing term contracts for RFP #18-002, Emergency-Disaster Debris Removal Services, in September, 2018. The initial terms on the existing contracts expire in September of 2023; however, the contract allows an optional one (1) year renewal. Public Works recommends Commission approval to extend the existing contracts with CrowderGulf Joint Venture, Inc., Ceres Environmental Services, Inc. and T.F.R. Enterprises, Inc., for the additional one (1) year renewal per the contract. A new RFP for Emergency-Disaster Debris Removal Services will be advertised at the beginning of 2024 in advance of the storm season.

Issue:

Should the Honorable Mayor and City Commissioners extend the terms of RFP #18-002, Emergency-Disaster Debris Removal Services, contracts for one (1) year?

Recommendations:

City staff recommends the Honorable Mayor and City Commissioners approve to exercise the optional one (1) year renewal for RFP #18-002, Emergency-Disaster Debris Removal Services on the existing term contracts with CrowderGulf Joint Venture, Inc., Ceres Environmental Services, Inc. and T.F.R. Enterprises, Inc., and authorize the Mayor, City Clerk, and staff to execute all necessary contract documents with these three (3) firms.

Attachments:

None

Financial Impacts:

This is a pre-event contract that would only be activated upon a disaster or emergency.

Type of Item: Consent



Meeting Date: June 6, 2023
Item #: 7

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval for Demolition of Structures at 182 N. Lakeshore Drive. (Public Works Director Krug)

Background Summary:

In 2023, the parcel of land at 182 N. Lakeshore Drive became available for sale to the City. Being directly adjacent to existing City-owned property, the City Commission approved the purchase to assist in fostering development in Downtown for future expansion. The parcel consists of one (1) vacant residential structure and one (1) wooden utility storage shed. Because they are vacant, Public Works recommends approval to demolish the structures to eliminate the City's liability for maintenance.

The Public Works Department would like to piggyback off of the Seminole County's Term Contract for Demolition Services, Contract ID IFB-604216-21/TKH, utilizing Advanced Demolition as the contractor at a proposed cost of \$12,525. Public Works recommends approval of this award.

Issue:

Should the Honorable Mayor and City Commissioners approve demolition of the structures located at 182 N. Lakeshore Drive, and approve to piggyback Seminole County's Term Contract for Demolition Services?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve demolition of the structures located at 182 N. Lakeshore Drive, and authorize a purchase order be issued for the contracted demolition with Advanced Demolition utilizing the existing competitively bid Seminole Term Contract IFB-604216-21/TKH in the amount of \$12,525, and authorize the City Manager and Staff to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:

1. Advanced Demo Proposal

Financial Impacts:

This project is adequately funded using the remaining balance from the demolition of 33 Lakeview Street.

Type of Item: Consent

DEMOLITION PROPOSAL

SUBMITTED TO:

CITY OF OCOEE
PUBLIC WORKS DEPARTMENT
1 N BLUFORD AVE.
OCOEE, FL 34761

PROJECT:

DEMOLITION AND RESTORATION
182 N. LAKESHORE DRIVE
OCOEE, FL 34761

PREPARED BY:



ADVANCED DEMOLITION



500 E. Semoran Blvd., Suite 2036 Casselberry, Florida 32707

Phone: 407-679-1771

Fax: 407-679-3006

A Florida Corporation / General Contractor
CGC-1507391

INTRODUCTION

May 8, 2023

Mr. Kiel Gajadhar,

It is our great pleasure to provide the City of Ocoee with this proposal. All pricing coincides with the pricing of the existing Seminole County Term Contract IFB-604216-21/TKH. We appreciate the opportunity to bid this project to you. Advanced Demolition's approach to any project begins by delivering a realistic and effective operational plan and detailed schedule of our proposed services. Our demonstrated experience earned reputation for excellence and quality management ensure your project will be completed to the highest standards. We are skilled at safely delivering projects on time and budget.

Advanced Demolition is committed to providing a healthy and safe workplace for all our employees. We continually learn, grow, and innovate with modern technologies and systems to effectively execute the scope of our projects. We are dedicated to maintaining the highest levels of job site safety and environmental compliance, resulting in lower costs, unmatched efficiency, a proven history of pleased clients and high rate of returned business. We have a proven record of fiscal responsibility. Our clientele truly does receive an "Advanced Demolition" project when working with us.

Thank you for the opportunity to present our proposal to you. Our reputation for excellence is our most important asset, one of many which we look forward to sharing with you.

Sincerely,

A handwritten signature in black ink that reads "Ted Chapman". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

Ted Chapman
President

SAFETY PROGRAM

The safety and health of our employees is our first consideration in operating our business. Without question, it is every employee's responsibility at all levels. It is the intent of Advanced Demolition to comply with all governing laws, regulations, and rules according to the State of Florida, Local County and OSHA. To do this, we must constantly be aware of conditions in all work areas that can produce injuries. Prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity, whenever necessary. To the greatest degree possible, management will provide all mechanical and physical activities required for personal safety and health, in keeping with the highest standards. Our program embodies proper attitudes towards injury and illness prevention the part of supervisors and employees. It also requires cooperation in all safety and health matters, not only between supervisor and employee but also between each employee and their coworkers. Our objective is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing the best experience of operations like ours. Our goal is zero accidents and injuries.

Our safety and health program include:

- Providing mechanical and physical safeguards to the maximum extent possible
- Conducting a program of safety and health inspection to find and eliminate unsafe working conditions or practices, to control health hazards and to fully comply with all OSHA safety and health standards for every project.
- Training all employees in good safety and health practices rigorously and regularly
- Providing necessary personal protective equipment and instructions for proper use and care
- Developing and enforcing safety and health rules and requiring that employees cooperate with these rules as a condition of employment

We recognize that the responsibilities for occupational safety and health are shared:

Advanced Demolition accepts responsibility for leadership of the safety and health program for its effectiveness and improvement and for providing the safeguards required to ensure safe work conditions.

Supervisors are responsible for developing proper attitudes toward safety and health in themselves and in those they supervise and for ensuring that all operations performed with the utmost regard for the safety and health of all personnel involved, including themselves.

Advanced Demolition will see that all employees are properly instructed and supervised in the safe operation of any machinery, tools, equipment, process, or practice which they are authorized to use or apply while at work. Production is never so urgent that we cannot take time to do our work safely.

PROPOSAL SCOPE OF WORK:

Advanced Demolition will provide professional demolition services for the following scope of work will be completed in accordance with the plans and specifications supplied.

Building Demolition and Site Restoration:

1. Remove existing 1 story CMU building.1,460 sf @ \$1.75 per foot.	\$2,555.00
2. Pump & remove existing septic tank @ \$950 per tank	\$ 950.00
3. Back fill site with clean fill material. 100 yards @ \$12.00 per yard	\$1,200.00
4. Restore site with Bahia Sod. 6,000 sf @ \$.34 per sf.	\$2,040.00
5. Tipping Fees: 10 loads @ \$550.00 per load	\$5,500.00
6. Remove and dispose of all Freon, bulbs, and ballasts prior to building demolition.	
7. Manifest of all Freon, bulbs and ballasts removal will be available upon completion.	
8. Provide all trucking, dumpsters for hauling c&d to a DEP approved landfill facility.	

Specific NOTES to the scope of work:

- **NOTE: All above pricing is per Seminole County Contract Pricing Schedule.**
- Provide all necessary labor, materials, machinery, equipment, and insurances to complete this project.
- Complete this project in accordance with Local, State and Federal regulations / codes applicable to this work.
- Comply with all OSHA requirements and ordinances.
- Provide 10-day DEP Notification for demolition.
- **MEP disconnect, cutting and capping for demolition by others.**
- **Removal or disposal of any Asbestos or Hazardous Materials not included.**
- **New construction, repairing and patching not included.**

Pricing for Scope of Work:

Building Demolition, Site Restoration:

Twelve thousand two hundred forty-five dollars..... **\$12,245.00**

CLOSING

Advanced Demolition appreciates the opportunity to bid on this project. We look forward to providing you with professional demolition services. If you have any questions, please do not hesitate to contact us at the numbers or email listed below.

Sincerely,

Ted Chapman

Ted Chapman
President / Senior Estimator
Cell: 407-808-2861
Office: 407-679-1771
Fax: 407-679-3006
Email: demo@advanced-demo.com
Web: advanceddemolitionfl.com

STAFF REPORT

Meeting Date: June 6, 2023

Item #: 8

Contact Name: Stephen Krug

Contact Number: Ext. 6002

Department Director: Stephen Krug

City Manager: Robert Frank

Subject: Approval to Reallocate Residual Capital Funding for Sidewalk Replacement. (Public Works Director Krug)

Background Summary:

The City Commission approved utilizing the existing competitively bid City of Kissimmee contract IFB2022-002, Alternative Paving Methods, awarded to APEC, LLC, on December 6, 2022, to expedite sidewalk replacement incorporated into the current budget. Public Works exhausted the approved budget replacing approximately 2,500 linear feet of sidewalk. In order to continue the replacement program, Public Works has identified approximately 1,500 linear feet of additional sidewalk for replacement for the cost of \$112,545.12. Working with Finance, the Departments were able to identify four (4) completed projects with residual funding and we are requesting the funding be reallocated to the Streets Division's Operations Contractual Services budget line in order to proactively address the City's sidewalk replacement needs. The reallocated funding will be awarded to APEC, LLC utilizing the same previously approved contract. This additional funding does not complete the needed sidewalk replacements throughout the City and additional funding will be requested in the next fiscal year to continue the program. Public Works recommends approval of this request and proposal.

Issue:

Request City Commission reallocate residual funds from completed capital projects to sidewalk replacement and award the additional work to APEC, LLC.

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize the reallocation of residual capital funds from Job Numbers: A000275 (\$902.00), A000276 (\$7,134.00), A000278 (\$41,822.00) and A000279 (\$62,773.00) to the Public Works Streets Division Contractual Services line, and a purchase order be issued for the contracted sidewalk repairs with APEC, LLC utilizing the existing competitively bid City of Kissimmee contract IFB2022-002, in the amount of \$112,545.12, and authorize the City Manager and Staff to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:

1. APEC Proposal

Financial Impacts:

Residual capital funds from Job Numbers: A000275 (\$902.00) 317-541-10-6400, A000276 (\$7,134.00) 317-541-10-6400 , A000278 (\$41,822.00) 317-541-10-6401 and A000279 (\$62,773.00) 317-541-10-6401 are available to be reallocated to the Public Works Streets Division Contractual Services line 001-541-10-3400.

Type of Item: Consent



American Persian Engineering & Construction LLC
5401 S. Kirkman Rd #336, Orlando, FL 327819
(407)6197888

04/03/2023

APEC takes Pride in every project and milestone completed. We strive to set a standard higher than the industry and are immensely proud to practice the best methodologies on providing the most efficient project management process.

OVERVIEW

We are pleased to provide you the below quote on the services requested on removal of existing sidewalk and installation of new sidewalk. This proposal has been prepared in conjunction with the list which was provided by your office.

PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 30 days from the date of this proposal:

No	Item	Description	Estimated Quantity	Unit of Measure	Quantity	Unit Price	Total Price
1	18	Miscellaneous Concrete Removal	1-200	SY	667.11	\$40.00	\$26,684.40
2	121	Concrete Sidewalk-(4" thickness)	1-100	SY	647.56	\$100.00	\$64,756.00
4	124	Concrete Sidewalk-(6" thickness)	1-100	SY	151.22	\$120.00	\$2,347.20
						Total	\$93,787.60
5	1	Mobilization	1	%	1	10%	\$9,378.76
6	3	Maintenance of Traffic	1	%	1	10%	\$9,378.76
						Grand Total	\$112,545.12

Exclude:

- Signage of any kind
- Permit

Sincerely

Arman PourMirza, PMP

No	Full Address	L	W	D	Area SF,6"	Area SF,4"	Additional Comments
1	1214 Blue Spring Court	8	4	4		32	
2	2000 Leslie Ann Lane	45	4	4		180	
3	2666 Auld Scot Boulevard	102	4	4		408	
4	338 Bravada Street	25	4	4		100	
5	354 Bravada Street	31	4	4		124	
6	Silver Crest Blvd	4	4	4		16	
7	1211 Little Spring Hill Drive	4	4	4		16	
8	2855 Pythagoras Circle	20	4	4		80	
9	2788 Pythagoras Circle	24	4	4		96	
10	2764 Pythagoras Circle	20	4	4		80	
11	6826 Lumberjack Lane	28	4	4		112	Remove all tree roots underneath each section of sidewalk
12	601 Hill Avenue	32	4	4		128	Sidewalk has been lifted from tree roots. The tree has since been removed and please note there is a water meter in between the sidewalk in the road.
13	9173 Pristine Circle	50	4	4		200	All tree roots need to be removed before replacing sidewalk. Most damaged area is by the driveway.
14	9173 Pristine Circle	22	8	6	176		
15	2150 Ancient Oak Drive	12	4	4		48	2 areas to be replaced. 1 at the front of the home 4'x4' & 1 on the east side of home 8'x 4'
16	2142 Ancient Oak Drive	16	4	4		64	3 areas to be replaced
17	2133 Ancient Oak Drive	8	4	4		32	Replace 2 broken panels
18	2113 Ancient Oak Drive	12	4	4		48	
19	2108 Ancient Oak Drive	68	4	4		272	3 separate areas at this address
20	2088 Ancient Oak Drive	29	4	4		116	
21	2079 Ancient Oak Drive	49	4	4		196	Lots of root removal. Beware of water meters.
22	2071 Ancient Oak Drive	29	4	4		116	Use caution around water meters
23	2703 Cullens Court	33	4	4		132	
24	2705 Cullens Court	22	4	4		88	
25	2714 Cullens Court	39	4	4		156	Damaged sidewalks are on the east side of house
26	544 Shoal Creek Drive	37	4	4		148	Remove all roots under sidewalk
27	568 Shoal Creek Drive	23	4	4		92	Remove all tree roots under sidewalk.
28	571 Shoal Creek Drive	37	4	4		148	Remove all tree roots underneath lifted sidewalk
29	571 Whiskey Creek Court	21	4	4		84	Remove all tree roots underneath lifted sidewalk
30	521 Whiskey Creek Court	30	4	4		120	Remove all tree roots beneath lifted sidewalk.
31	786 Butterfly Creek Drive	12	4	4		48	Remove all tree roots underneath lifted sidewalk.
32	767 Butterfly Creek Drive	37	4	4		148	Remove all routes underneath lifted sidewalk and put sidewalk back in level with the existing sidewalk
33	648 Butterfly Creek Drive	23	4	4		92	Remove all routes underneath lifted sidewalk
34	627 Butterfly Creek Drive	23	4	4		92	Remove any routes underneath the lifted sidewalk
35	654 Crooked Creek Drive	37	4	4		148	Remove all tree roots underneath sidewalk. Be aware there's irrigation and power and cable in the area.
36	788 Creek View Court	19	4	4		76	Remove all tree roots underneath sidewalk. Please note there is irrigation and water lines in the area.
37	801 Creek View Court	5	4	4		20	Cable and phone in the area please be cautious.
38	2041 Ancient Oak Drive	26	4	4		104	Remove all tree roots underneath lifted sidewalk.
39	2004 Ancient Oak Drive	28	4	4		112	Remove all tree roots underneath lifted sidewalk
40	1996 Ancient Oak Drive	20	4	4		80	Remove all tree roots underneath lifted sidewalk and any roots that'll cause further lifting of sidewalk
41	2022 Ancient Oak Drive	24	4	4		96	Remove all tree roots underneath lifted sidewalk.
42	1982 Ancient Oak Drive	9	4	4		36	
43	1947 Ancient Oak Drive	17	4	4		68	
44	937 Hire Circle	29	4	4		116	Remove all tree roots underneath sidewalk
45	940 Hire Circle	16	4	4		64	Remove all tree roots underneath lifted sidewalk.
46	938 Hire Circle	16	4	4		64	Remove all tree roots underneath lifted sidewalk. Irrigation in the area.
47	936 Hire Circle	20	4	4		80	Remove all tree roots underneath lifted sidewalk. Irrigation in the area.
48	2180 Yorville Court	26	4	4		104	
49	2228 Yorville Court	42	4	4		168	
50	2280 Yorville Court	5	4	4		20	
51	2217 Yorville Court	15	4	4		60	
52	2197 Yorville Court	31	4	4		124	
53	2183 Yorville Court	31	4	4		124	Located on subdivision entrance side of home. Lots of roots.
54	2149 Ancient Oak Drive	40	4	4		160	Located on subdivision entrance side of home
55	1975 Applegate Drive	27	4	4		108	Remove all tree roots underneath lifted sidewalk. Please note there's irrigation in the area.
56	1975 Applegate Drive	5	4	4		20	
57	1998 Applegate Drive	16	4	4		64	
				SF	176	5828	
				SY	19.56	647.56	
				Total		667.11	



STAFF REPORT

Meeting Date: June 6, 2023

Item #: 9

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: First Reading of Ordinance for an LDC Update - Articles II, V, & VI & Table 5-1 Relative to Clarification on Impervious Surface Materials, Pet Care Services, and Correction of Scrivener's Errors. (Zoning Manager Whitfield)

Background Summary:

Issue 1. Impervious Surface Material. With respect to impervious materials, the City has been experiencing significant increases in Code compliance issues relative to the application of impervious surface materials on residential lots and its impacts on open space and drainage on the property and for the surrounding area. Specifically, there is an increase in cases or situations where property owners are requesting or have illegally installed synthetic mulch, turf, gravel, rocks, pavers, roofed pergolas, sheds, tents/canopies and other impervious materials and surfaces throughout their entire back yards or sometimes the back yards and side yards, thus eliminating open space and altering drainage flows on their lots or redirecting drainage from their lots to off-site areas.

Currently, Section 2-4, LDC, does not define "impervious materials". Instead, it has a definition of "impervious lot or site coverage"; however, that definition speaks more like a purpose and intent language. There is also a definition of "impervious surface coverage"; however, it defines impervious surface coverage as a "percentage of the lot land area that is covered with impervious materials" but does not actually define impervious materials. Additionally, the open space provisions in Section 5-4 and the parking provisions in Section 6-4, which deal with impervious areas, seem to contradict each other and need to be clarified.

Section 6-4H(2), in the parking regulations, establishes a 2-foot setback between the side and rear property lines where neither paved nor unpaved materials can be installed. This Section of the Code reads as follows:
(2) Residential driveways, parking spaces, motor courts, sidewalks, etc.: Any residential sidewalk, driveway, parking space or other vehicle circulation area, whether of a paved surface such as asphalt, concrete or brick, or of an unpaved surface such as gravel or mulch shall be set back at least two (2) feet from the side or rear property lines. The provisions of this Code shall also apply to prohibit the diversion of drainage from vehicle parking or circulation areas onto adjacent properties.

However, Section 5-4K, in the open space regulations, states that impervious surfaces include "impervious mulch" and that impervious mulch cannot be installed in the open space areas required for the lot. This section defines "impervious mulch" as stone, gravel and rocks used for landscaping". Section 5-4K, LDC, currently reads as follows:

K. The required open space area for a single-family residential lot shall not include covered area with any impervious materials such as stone, gravel, rock or impervious mulch materials. In no case shall any impervious materials, other than those required for sidewalks, driveways or parking area aprons, be placed within public or private roadway rights-of-way. For the purposes of this subsection, impervious mulch materials are defined as any material that significantly limits the absorption of stormwater into the ground, such as stone, gravel and rocks that are used in landscaping.

Staff has identified a need to make a distinction between the use of natural mulch for landscaping, where there is no compaction of the ground, and the use of natural or synthetic mulch and other impervious materials (such as rocks and gravel) for parking areas and where ground compaction occurs, which inhibits the ability of water and rain to be absorbed naturally into the ground.

Below is a summary of the proposed LDC amendments:

1. Clarify the definitions of impervious surface materials, and
2. Modify Section 5-4K and Section 6-4H to clearly state that impervious materials within the 2-foot side and rear setbacks are not permitted in order to preserve the required open space and maintain drainage flows and needs of the lot, and
3. Modify Section 5-4K and Section 6-4H further to clarify that natural mulch (such as pine straws, needles, pine bark, etc.) shall be considered "pervious" materials and, shall be allowed in the 2-foot side and rear yard setback areas and in open space areas when they are used for landscaping but shall be considered as "impervious" materials and shall not be allowed in the 2-foot side and rear setback areas and open space areas when they are used for parking.

Issue 2: Pet Care Services. With respect to animal-related uses and pet care services, there are insufficient provisions in the Code to meet the needs of the general public. Currently, Section 2-4 Definitions only has two (2) definitions related to animals and pets. Specifically:

Section 2-4(167) defines "Kennel, Pet" as *"any lot or premises on which four(4) or more dogs are kept, more than six (6) months of age, including a veterinary clinic, animal grooming or pet shop"*, and

Section 2-4(328) defines "Veterinary Clinic or Hospital" as *"any building or portion thereof designed or used for the veterinary care, surgical procedures or treatment of animals, but not for the sale, breeding, grooming or boarding of well animals or for pet shops"*.

There is a reference to animals in Section 2-4(17) for "animal hospitals", but that definition refers to the Veterinary Clinic definition. These definitions attempt to create a distinction between pet kennels and veterinary clinics/animal hospitals; however, Table 5-1 Use Regulations Table only has one (1) category for animal-related uses, titled "Veterinary Hospitals and Kennels when confined within structure", which groups the uses in both definitions together, and that one category of use is only permitted in the C-3 and I-1 zoning districts. Table 5-1 makes no distinction between more intense animal-related uses, including canine protection training and boarding type facilities (such as dog breeding, dog kennels and veterinary clinics/hospitals that board sick animals overnight) and less intense animal-related services, including pet care facilities and non-boarding type facilities, such as pet grooming, pet-sitting/walking, or pet basic obedience facilities that do not offer or provide over-night boarding or kenneling services. However, the City currently has pet grooming facilities within the C-2, C-3 and a few PUD zoning districts where the approved land use plan includes C-2 uses. Staff has also received requests from professional dog trainers and realtors seeking zoning districts and locations where basic obedience training facilities can be permitted where the dogs are not kept overnight, but rather come with or are dropped off by their owners for a few hours of basic obedience and manners training.

Thus, staff feels that there would be a public benefit to create a distinction between less intense pet care establishments offering non-boarding animal/pet services, such as grooming/hygiene, pet-sitting/walking and basic obedience training facilities versus more intensive establishments that offer animal breeding and/or overnight boarding for one (1) or more nights or intensive protection training.

Below is a summary of the proposed LDC amendments:

1. Add a new definition for "Pet Care Services" to be defined as follows: "Services identified in the North American Industry Classification System (NAICS) for pet care services, including, but not limited to, pet grooming, pet-sitting/walking, and basic obedience training services, include non-medical activities and services which improve the appearance, obedience and hygiene of dogs, cats and other small animals or

City of Ocoee ▪ 1 N. Bluford Avenue ▪ Ocoee, Florida 34761

Phone: (407) 905-3100 ▪ www.ocoe.org

household pets. Pet care services do not include and forbid protection training services, pet kennels, or the kenneling or over-night boarding or sheltering of dogs and other pets.

2. Modify Table 5-1 to add a new use category for "Pet Care Services when Confined within Structure" and to allow this use in the A-1, A-2, C-2, C-3 and I-1 zoning districts.

Issue 3: Correction of Scrivener's Errors. Lastly, the proposed ordinance seeks to correct scrivener's errors in Table 5.1. Over the years, the "Agriculture" (less intensive uses) and "Agriculture Processing" (more intensive uses) use categories changed their order of appearance in the Uses Regulations Table 5-1 multiple times, and the majority of the time, the determination of use (P, S or prohibited) went with their respective use categories. However, in 2014, this did not happen, and the "Agriculture Processing" use category (which is more intensive) became permitted in every zoning district, while the less intensive "Agriculture" use category became prohibited in every zoning district. The proposed ordinance will reverse the "P" and "-" in the table to correct this error.

Staff feels that the proposed amendments will provide needed clarity in the Code.

Issue:

Should the City Commission approve a proposed ordinance to amend Land Development Code (LDC) Section 2-4, Article II, Section 5-4 and Table 5-1, Article V, and Section 6-4H, Article VI, relative to the definition and use of impervious surface materials and regulatory provisions for pet care services, and to Table 5-1, Article V, to correct scrivener's errors relating to the agriculture and agricultural processing use categories?

Recommendations:

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission considered this proposed ordinance at its May 9, 2023 public hearing. Discussions were relative to the proposed revision to the "Kennel, Pet" definition, which included facilities where dogs and other house pets are bred for compensation. Since the intent of this ordinance is to increase economic opportunities by making a distinction between more intensive animal-related uses and less intensive animal-related uses, staff has modified the proposed ordinance to retain the current definition of "Kennel, Pet", which includes "dog grooming and pet shops" and revised the language that included pet breeding as not permitted within the definition.

Staff Recommendation:

Staff recommends that the City Commission approve the proposed ordinance to amend Land Development Code (LDC) Section 2-4, Article II, Section 5-4 and Table 5-1, Article V, and Section 6-4H, Article VI, relative to the definition and use of impervious surface materials and regulatory provisions for pet care services, and to Table 5-1, Article V, to correct scrivener's errors relating to the agriculture and agricultural processing use categories.

Attachments:

1. Ordinance

Financial Impacts:

None

Type of Item: First Reading

ORDINANCE NO. XXXX-XX
(LDC Update for Impervious Surface
Materials, Pet Care Services and
Correction of Scrivener's Errors)

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE CITY OF OCOEE LAND DEVELOPMENT CODE ARTICLE II, SECTION 2-4 DEFINITIONS, ARTICLE V, SECTION 5-4 AND TABLE 5-1, AND ARTICLE VI, SECTION 6-4H RELATING TO IMPERVIOUS SURFACE MATERIALS, PET CARE SERVICES, AND CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, as provided in Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes, the City of Ocoee (the "City") enjoys all home rule authority, police power, land development and zoning authority, and governmental and proprietary powers necessary to conduct municipal government and perform municipal functions; and

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

WHEREAS, the City has identified internal inconsistencies and issues in Articles II, V and VI of the Land Development Code relative to the definition and application of impervious surface materials for vehicular and pedestrian circulation areas and the regulatory provisions on anima-related uses; and

WHEREAS, the City has identified scrivener's errors in Article V, Table 5-1 Use Regulations Table, relative to agriculture and agricultural processing use categories; and

WHEREAS, the City has found it is necessary to resolve such internal inconsistencies, issues and scrivener's errors in order to ensure the health, safety, and general welfare of the public; and

WHEREAS, on May 9, 2023, the Planning and Zoning Commission, acting as the Local Planning Agency, held an advertised and publicly noticed public hearing and recommended approval of the amendments proposed by staff to revise Articles II, V, and VI as prescribed herein; and

WHEREAS, the Ocoee City Commission, in good faith, determines that this Ordinance is in the best interest of the City and its residents and promotes the health, safety, and welfare of the public; and

WHEREAS, following the advertisement and duly noticed public hearing on the Ordinance on Tuesday, June 20, 2023, the Ocoee City Commission approved the amendments to Section 2-4, Article II, Section 5-4 and Table 5-1, Article V, and Section 6-4, Article VI of the LDC.

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

1. **RECITALS.** The foregoing recitals are hereby ratified and confirmed as true and correct and incorporated herein by this reference.

2. **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.

3. **AMENDMENT OF THE LDC.** Section 2-4, Article II, Section 5-4, Article V, and Section 6-4, Article VI of the City of Ocoee Land Development Code are hereby amended to read as depicted in **Exhibit “A”** and Table 5-1 of Article V of the City of Ocoee Land Development Code is hereby amended to read as depicted in **Exhibit “B”**, with underlines representing additions and strike-throughs representing deletions, relating to impervious surface materials, pet care services, and correction of scrivener’s errors.

4. **CONFLICT.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith are hereby made ineffective to the extent of such conflict.

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.

6. **CODIFICATION.** It is the intention of the Ocoee City Commission that the provisions stated in this Ordinance 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 re-lettered 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 re-lettered, and the correction of typographical errors which do not affect the intent may be authorized by the City Manager, without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

7. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2023.

[Space intentionally blank]

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2023
READ FIRST TIME _____, 2023.
READ SECOND TIME AND ADOPTED
_____, 2023.
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.

SHUFFIELD LOWMAN & WILSON, P.A.

By: _____
City Attorney

EXHIBIT "A"

Section 2-4, Article II, Section 5-4, Article V, and Section 6-4, Article VI of the City of Ocoee Land Development Code are hereby amended to read as follows:

ARTICLE II

§ 2-4. DEFINITIONS.

(90) **Coverage, Lot:** Lot coverage shall be expressed as the percentage of the lot or parcel covered by all buildings and other impervious materials located thereon, calculated by dividing the area of the building and impervious materials divided by the gross lot or parcel land area. (See also: Impervious Surface Coverage.)

(159) **~~Impervious Lot or Site Coverage~~Material:** ~~Limitations on allowable impervious lot or site coverage are established for the following purposes~~Any material that redirects or modifies the flow of water horizontally along a surface or that prohibits, prevents or otherwise significantly limits the natural absorption of water directly into the ground, including concrete, asphalt, pavers, pervious pavers, gravel, rocks, solid decking, synthetic mulch, synthetic turf, and roofs impervious to weather. Pervious materials used in landscaping will be considered impervious when used in parking areas or used for parking:

(a) To provide sufficient area on each building site for landscaping and open space.

(b) To protect existing vegetation including trees.

(c) Sufficient recharging of aquifer.

(160) **Impervious Surface Coverage:** The percentage of the lot land area that is covered with impervious materials, calculated by dividing the impervious material area by the lot land area. Impervious surface coverage areas include such areas as buildings, swimming pool decks, solid decks, patios, tents, driveways, etc. ~~Standard engineering coefficients of permeability may be utilized for mixed surfaces.~~ (See also: Coverage, Lot coverage)

(185) **Lot Coverage:** See: Coverage, Lot.

(238) Pet Care Services. Services identified in the North American Industry Classification System (NAICS) for the caring of pets, including, but not limited to, pet grooming, pet-sitting/walking, basic obedience training, and other non-medical activities and services which improve the appearance, obedience and hygiene of dogs, cats or other household pets. Pet care services do not include and forbid protection training services, pet kennels,

pet breeding, or the kenneling, over-night boarding or sheltering of dogs and other house pets for compensation regardless of the number or ages of the pets.

- (244) **Porch or Open Porch:** A roofed-over space, with the roof impervious to weather, attached to the outside of an exterior wall of a building, which has no enclosure other than the exterior walls of such building. Open mesh screening shall not be considered an enclosure.

ARTICLE V

§ 5-4. OPEN SPACE REQUIREMENTS OF ZONING DISTRICTS.

Limitations on required minimum open space and maximum impervious lot or site coverage are established for the following purposes:

- (a) To provide sufficient area on each building site for landscaping and open space.
- (b) To protect existing vegetation including trees.
- (c) Sufficient recharging of aquifer.

Thus, the following requirements are intended to ~~provide exceptions to or to~~ qualify and supplement, as the case may be, the specific district regulations set forth in Article V:

- A. ~~An Open space, as defined in Section 2-4 of Article II of this Code, or lot area~~ required for an existing building, ~~or~~ structure or lot shall not be counted as open space for any other building ~~or~~ structure or lot.
- B. Open eaves, cornices, window sills and belt courses may project into any required yard a distance not to exceed two (2) feet. Open porches, as defined in Section 2-4(244) of Article II, or open fire escapes may project into a front yard a distance not to exceed five (5) feet.
- C. Where the dedicated street right-of-way is less than fifty (50) feet, the depth of the front yard shall be measured starting at a point twenty-five (25) feet from the edge of right-of-way.
- ~~G-D.~~ Any pedestrian walkway or path, patio, driveway, parking space or other vehicle circulation area, regardless of materials, including asphalt, concrete, pavers, pervious pavers, gravel, synthetic turf, and impervious mulch, shall be set back at least two (2) feet from the side and rear property lines. Pervious materials used in landscaping will be considered impervious material when used for parking. The provisions of this Code shall also apply to prohibit the diversion of drainage from vehicle parking or circulation areas onto adjacent properties.
- ~~D-E.~~ No dwelling shall be erected on a lot which does not abut at least one (1) street, which is at least forty (40) feet in width, for at least twenty (20) feet. The street shall form the direct and primary means of ingress and egress for all dwelling units. Alleys, where they exist, shall form only a secondary means of ingress and egress.

- ~~E. The owner of any lot of record existing at the time of the adoption of this Code that does not meet the above criteria may apply to the Board of Adjustment for a variance for the construction of a single-family home. The Board of Adjustment shall make a recommendation and the City Commission shall determine that there is reasonable access to the property, and that this action will create no adverse impact on adjacent properties, before a variance is granted.~~
- F. Accessory buildings which are not a part of or attached to the main building may be built in the rear yard, but shall not cover more than thirty (30) percent of the rear yard.
- G. On any corner lot, the applicable front yard setback shall apply to both street frontages. In cases where (1) two (2) corner lots adjoin at the end of a block, (2) the single-family dwelling units are designed rear-to-rear, and (3) there are no garage or main entry doorways exiting to the side front yard, then in such cases, the front side building setback shall be reduced to fifteen (15) feet from the property line. The foregoing provision applies only to new single-family dwellings for which building permits are obtained after January 15, 2008.
- H. On any corner lot on which a front and side yard is required, no wall, fence, sign, structure or any plant growth which obstructs sight lines at elevations between two ~~(2) feet, six (6) inches~~ and one-half (2½) feet and ten (10) feet above any portion of the crown of the adjacent roadway shall be maintained in a triangle formed by measuring from the point of intersection of the front and exterior side lot lines a distance of twenty-five (25) feet along the front and side lot lines, and connecting the points so established to form a safe sight triangle on the area of the lot adjacent to the street intersections of minor and collector streets. The same distance for the intersection of any street with an arterial street as defined in the Comprehensive Plan shall be forty (40) feet.
- I. An attached or detached private garage or carport which faces on a street shall not be located closer than twenty-five (25) feet to the street right-of-way.
- J. Open porches may extend into the rear yard in residential districts provided that:
- (1) The open porch does not cover more than thirty (30) percent of the rear yard;
 - (2) The open porch does not increase the maximum impervious surface of the lot to be greater than fifty (50) percent;
 - (3) The open porch is no closer than seven and one-half (7½) feet to the rear lot line and no closer than seven and one-half (7½) feet to either side lot line; and
 - (4) The open porch does not extend into any utility, drainage or landscape easement or conservation area.
- K. The required open space area for a single-family residential lot shall not include covered area with any impervious materials ~~such as stone, gravel, rock or impervious mulch materials as defined in Section 2-4 in Article II of this Code.~~ In no case shall any impervious materials, other than those required for sidewalks, driveways or parking area driveway aprons, be placed within public or private roadway rights-of-way. ~~For the purposes of this subsection, impervious mulch materials are defined as any material that significantly limits the absorption of stormwater into the ground, such as stone, gravel and rocks that are used in landscaping.~~

ARTICLE VI

- 2) Residential driveways, parking spaces, motor courts, sidewalks, etc.: Any residential sidewalk, driveway, parking space or other vehicle circulation area whether of a paved surface such as asphalt, concrete or brick, or of an unpaved surface such as gravel, rocks or other impervious materials~~mulch~~ shall be set back at least two (2) feet from the side or rear property lines. Pervious materials typically used for landscaping that is used for parking shall be considered impervious. The provisions of this Code shall also apply to prohibit the diversion of drainage from vehicle parking or circulation areas onto adjacent properties.

EXHIBIT "B"

TABLE 5-1
PERMITTED USE REGULATIONS

"P" = Permitted Use in that Zoning District "S" = Special Exception in that Zoning District (requires advertised public hearings) " - " = This Use is not permitted in this Zoning District Refer to Sections 5-8B and 5-8C for List of Additional Prohibited Uses										Refer to Table 5-2 for setbacks and other development requirements.					
USE	A-1	A-2	RCE-1 RCE-2	R-1A R-1	R-1AAA R-1AA	R-2	R-3	RT-1	PS	C-1	C-2	C-3	I-1	I-2	
AGRICULTURAL USES															
Agriculture	P	P	P	P	P	P	P	P	-	-	-	-	-	-	
Agricultural Processing	P	P	P	P	P	P	P	P	-	-	-	-	-	-	
RESIDENTIAL USES															
Adult Congregate Living Facility (ACLF)	P	P	P	P	P	P	P	-	-	-	-	-	-	-	
Community Residential Home, Major****							S	-	-	-	-	-	-	-	
Community Residential Home, Minor	P	P	P	P	P	P	P	-	-	-	-	-	-	-	
Dwelling, Single-Family	P	P	P	P	P	P	P	-	-	S	-	-	-	-	
Dwelling, Two-Family	P	-	-	-	-	P	P	-	-	-	-	-	-	-	
Dwelling, Multi-family	-	-	-	-	-	-	P	-	-	-	-	-	-	-	
Dwelling, Mobile Home	P	-	-	-	-	-	-	P	-	-	-	-	-	-	
Mixed-Use Development (Mixed-use development will be allowed by PUD and special use districts adhering to the requirements specified in Article IV)	-	-	-	-	-	-	-	-	S	S	S	S	S	-	
Mobile Home Development	-	-	-	-	-	-	-	P	-	-	-	-	-	-	
Nursing Home	-	S	S	-	-	-	S	-	-	-	P	P	P	-	
COMMERCIAL USES															
Adult Entertainment Establishments	-	-	-	-	-	-	-	-	-	-	-	S	-	-	
Appliance Store	-	-	-	-	-	-	-	-	-	-	P	P	P	-	

**TABLE 5-1
PERMITTED USE REGULATIONS**

"P" = Permitted Use in that Zoning District

"S" = Special Exception in that Zoning District (requires advertised public hearings)

"- " = This Use is not permitted in this Zoning District

Refer to Sections 5-8B and 5-8C for List of Additional Prohibited Uses

Refer to Table 5-2 for setbacks and other development requirements.

USE	A-1	A-2	RCE-1 RCE-2	R-1A R-1	R-1AAA R-1AA	R-2	R-3	RT-1	PS	C-1	C-2	C-3	I-1	I-2
Automotive Body Repair	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Automobile Parking Lot	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Automobile Repair	-	-	-	-	-	-	-	-	-	-	-	P	P	P
Automobile Sales (New and Used)	-	-	-	-	-	-	-	-	-	-	S	P	P	-
Automobile Service Station	-	-	-	-	-	-	-	-	-	-	-	P**	P**	P
Automotive Wrecking or Salvage Yards	-	-	-	-	-	-	-	-	-	-	-	-	-	P
Bar (associated with restaurant seating 45 people)	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Bars and Cocktail Lounges	-	-	-	-	-	-	-	-	-	-	S*	P	P	-
Boat Sales and Service	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Bus Terminal	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Car Wash	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Clinic, Dental or Medical	-	-	-	-	-	-	-	-	P	P	P	P	P	P
Commercial, Convenience	-	-	-	-	-	-	-	-	-	P	P	P	P	P
Commercial, Convenience with Gas Sales	-	-	-	-	-	-	-	-	-	-	S	P	P	P
Commercial, Retail	-	-	-	-	-	-	-	-	-	-	P	P	P	S
Department Store	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Equipment Sales	-	-	-	-	-	-	-	-	-	S	P	P	P	P
Funeral Parlor	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Furniture Repair and Upholstery	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Furniture Store	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Gallery/ Museum	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Gas Station	-	-	-	-	-	-	-	-	-	-	S	P	P	-

**TABLE 5-1
PERMITTED USE REGULATIONS**

"P" = Permitted Use in that Zoning District

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Refer to Sections 5-8B and 5-8C for List of Additional Prohibited Uses

Refer to Table 5-2 for setbacks and other development requirements.

USE	A-1	A-2	RCE-1 RCE-2	R-1A R-1	R-1AAA R-1AA	R-2	R-3	RT-1	PS	C-1	C-2	C-3	I-1	I-2
Grocery Store/ Supermarket	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Heating and Air Conditioning Sales and Service with outside storage	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Heating, Ventilating, Plumbing Supplies, Sales, & Service	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Hospital	-	S	S	-	-	-	-	-	-	-	P	P	P	-
Hotel or Motel	-	-	-	-	-	-	-	-	-	-	S	P	P	-
Interior Decorating Store	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Live Entertainment Establishment	-	-	-	-	-	-	-	-	-	-	-	S	-	-
Liquor Store, No on-premise consumption	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Mobile Home and Travel Trailer Sales	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Monument Sales	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Motor Vehicle Wholesale	-	-	-	-	-	-	-	-	-	-	-	P	P	P
Movie Theater	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Music, Radio, TV Shop	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Nursery/ Garden Supply Store	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Pawn Shop	-	-	-	-	-	-	-	-	-	-	-	P	P	-
<u>Pet Care Services when confined within a building or structure</u>	<u>P</u>	<u>P</u>									<u>P</u>	<u>P</u>	<u>P</u>	
Pre-Fabricated House Sales	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Printing, Book Binding, Lithograph, and Publishing Plants	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Professional Offices	-	-	-	-	-	-	-	-	P	P	P	P	P	P

**TABLE 5-1
PERMITTED USE REGULATIONS**

"P" = Permitted Use in that Zoning District

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Refer to Sections 5-8B and 5-8C for List of Additional Prohibited Uses

Refer to Table 5-2 for setbacks and other development requirements.

USE	A-1	A-2	RCE-1 RCE-2	R-1A R-1	R-1AAA R-1AA	R-2	R-3	RT-1	PS	C-1	C-2	C-3	I-1	I-2
Radio Broadcasting and TV Stations, Studios, & Offices	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Recreational Vehicle Park	-	-	-	-	-	-	-	-	-	-	-	S	S	S
Restaurant	-	-	-	-	-	-	-	-	-	p***	p***	p***	p***	P
Self-storage Facility****	-	-	-	-	-	-	-	-	-	-	-	S	S	-
Sign Painting Shop	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Veterinary Hospitals and Kennels when confined within structure	-	-	-	-	-	-	-	-	-	-	-	P	P	-
INDUSTRIAL USES														
Borrow Pits	-	-	-	-	-	-	-	-	-	-	-	-	-	S
Industrial Park	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Industrial, Light	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Industry, Heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	P
Transfer Station	-	-	-	-	-	-	-	-	-	-	-	-	-	S
Truck Stop	-	-	-	-	-	-	-	-	-	-	-	-	-	P
Warehousing/ Distribution	-	-	-	-	-	-	-	-	-	-	-	-	P	P
PUBLIC AND SEMI-PUBLIC USES														
Child Care Facilities	-	-	-	-	-	S	S	-	-	S	S	S	S	-
Church	P	P	P	S	S	S	S	S	-	S	S	S	-	-
Club or Community Use	-	-	-	-	-	-	S	-	S	S	S	S	-	-

**TABLE 5-1
PERMITTED USE REGULATIONS**

"P" = Permitted Use in that Zoning District
 "S" = Special Exception in that Zoning District (requires advertised public hearings)
 " - " = This Use is not permitted in this Zoning District
 Refer to Sections 5-8B and 5-8C for List of Additional Prohibited Uses

Refer to Table 5-2 for setbacks and other development requirements.

USE	A-1	A-2	RCE-1 RCE-2	R-1A R-1	R-1AAA R-1AA	R-2	R-3	RT-1	PS	C-1	C-2	C-3	I-1	I-2
Conservation Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Golf Course/ Country Club	P	P	P	P	P	P	P	-	-	-	P	P	P	P
Public Service or Utility	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Public Service, Essential	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Recreation Facility, Commercial - Indoor	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Recreation Facility, Commercial - Outdoor	-	-	-	-	-	-	-	-	-	-	S	S	S	S
Recreation Facility, Neighborhood	P	P	P	S	S	S	S	S	S	S	S	S	S	S
School	P	P	P	S	S	S	S	S	S	S	S	S	-	-
Telecommunications Service Facilities	Refer to Article V, Section 5-19 and Map 5-19													

* Bars and Cocktail Lounges are permitted by Special Exception in the C-2 zoning districts, except as otherwise specifically permitted by separate ordinance or elsewhere in the Code.

** In Special Overlay Districts:

1. Facilities shall be limited to three (3) bays, unless a waiver is granted by the City Commission.
2. No bays shall be visible from any public right-of-way.

*** In Special Overlay Districts:

1. New drive-through fast food restaurants may not have access or be located directly onto an arterial or collector roadway as designated by the City of Ocoee.
2. No drive-through lane(s) shall be visible from any public right-of-way.

**** In Special Overlay Districts:

1. Self-storage is permitted only as an accessory use. An accessory use shall be defined as no more than thirty-five (35) percent of the building or parcel of land may be used for self-storage. If the mix of uses is separated on site, the self-storage area(s) visible from the roadways must be lined with office or retail frontage.
2. Any self-storage facility with frontage on an arterial street must be located behind a retail business.

***** Refer to Section 5-15B Procedure for approval of a major community residential home.



Meeting Date: June 6, 2023
Item #: 10

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Second Reading of Ordinance Ratifying Resolution 2023-06 to Rescind the City's Call for a Special Election for June 13, 2023, and Calling for the General City Election Date to Coincide with the Orange County Municipal Election Day and the Presidential Preference Primary Date of March 19, 2024. (City Clerk Sibbitt)

Background Summary:

The First Reading was held at the May 16, 2023, City Commission Meeting.

At the May 2, 2023, City Commission meeting, Attorney Richard Geller of Fishback Dominick LLP, provided an interpretation of the City Charter as it relates to when the election can be held. Following his presentation, the City Commission adopted Resolution No. 2023-06 rescinding the City's call for a special election for the District 4 Commission seat scheduled for June 13, 2023; and instead, called for a general city election on March 19, 2024, in order to coincide with the Orange County Municipal Election Day and the Presidential Preference Primary for the District 4 Commission seat and proposed amendments to the City Charter. During his presentation, Mr. Geller recommended the City Commission re-adopt the resolution as an ordinance so that the Commission's determination to postpone the District 4 election to a general city election on March 19, 2024, is unquestioningly legislative in nature.

Additionally, language related to designating the Orange County Canvassing Board as the City Canvassing Board for the general city election is included in the ordinance, as was done in 2015, when the city adopted an ordinance to change the 2016 municipal election to coincide with the 2016 Presidential Preference Primary. The Orange County Supervisor of Elections also strongly encourages the designating of canvassing to the Orange County Canvassing Board as there will be presidential candidates on the same ballot, which would require dual canvassing boards. The Orange County Canvassing Board uses the same criteria under which the City board would operate.

Issue:

Should the Honorable Mayor and City Commissioners adopt an ordinance ratifying Resolution 2023-06 and call for the General City Election Date to Coincide with the Orange County Municipal Election Day and the Presidential Preference Primary Date of March 19, 2024, for the District 4 Commission seat and proposed Amendments to the City Charter?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners adopt an ordinance ratifying Resolution 2023-06 and call for the General City Election Date to Coincide with the Orange County Municipal Election

Day and the Presidential Preference Primary Date of March 19, 2024, for the District 4 Commission seat and proposed Amendments to the City Charter.

Attachments:

1. Ordinance
2. Advertisement

Financial Impacts:

A savings of approximately \$10,000.

Type of Item: Second Reading Public Hearing

ORDINANCE NO. 2023-12

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RATIFYING CITY OF OCOEE RESOLUTION 2023-06; RESCINDING THE CITY'S CALL FOR A SPECIAL ELECTION FOR THE DISTRICT 4 COMMISSION SEAT SCHEDULED FOR JUNE 13, 2023; CALLING INSTEAD FOR A GENERAL CITY ELECTION AND SCHEDULING SUCH ELECTION ON MARCH 19, 2024, TO COINCIDE WITH ORANGE COUNTY MUNICIPAL ELECTION DAY AND THE PRESIDENTIAL PREFERENCE PRIMARY, FOR THE ELECTION FOR THE DISTRICT 4 COMMISSION SEAT, PROPOSED AMENDMENTS TO THE CITY CHARTER, AND ANY OTHER MATTERS REQUIRING A MUNICIPAL ELECTION; PROVIDING FOR A QUALIFYING PERIOD AND SCHEDULE FOR RUN-OFF ELECTION TO BE APPLIED IN CONJUNCTION WITH SAID ELECTION; DESIGNATING THE ORANGE COUNTY CANVASSING BOARD AS THE CITY CANVASSING BOARD FOR THE GENERAL CITY ELECTION; PROVIDING FOR SEVERABILITY AND A SAVINGS CLAUSE; AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City of Ocoee (the "City") is vested with Home Rule authority pursuant to Article VIII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes to conduct municipal government, and exercise any power for municipal purposes except as otherwise prohibited by law; and

WHEREAS, the City's broad Home Rule authority includes the power to call, rescind the call, and schedule elections pertaining to the City Commission and the City Charter by Resolution and Ordinance in accordance with the Charter and City Code; and

WHEREAS, the calling and scheduling of an election is a discretionary legislative act of the City Commission within the requirements established in the City Charter, chapter 5 of the City Code, and under chapter 100, Florida Statutes; and

WHEREAS, pursuant to Section C-10 of the City Charter, “The City Commission shall be the judge of the election and qualification of its members....;” and

WHEREAS, pursuant to Section C-17 of the City Charter, the City Commission called a special election to choose “[t]he successor [who] shall serve for the unexpired term of the member who created the vacancy” of the District 4 Commission seat, and scheduled the special election for June 13, 2023; and

WHEREAS, the special election would require the City to pay the cost of printing ballots and poll workers, estimated at \$10,000.00; and

WHEREAS, the Orange County Supervisor of Elections is encouraging municipalities in Orange County, including the City of Ocoee, to hold any pending municipal elections on Orange County Municipal Election Day, concurrently with the Presidential Preference Primary, on March 19, 2024; and

WHEREAS, the Orange County Supervisor of Elections consented, pursuant to Florida Statutes § 100.151, to making voter registration books available immediately to register to vote, which will accommodate an election of the City of Ocoee on Orange County Municipal Election Day, on March 19, 2024; and

WHEREAS, the Orange County Supervisor of Elections committed to assuming the cost of printing ballots, renting polling locations, and compensating the poll workers who will work at the ten precincts in the City of Ocoee on Orange County Municipal Election Day; and

WHEREAS, under the circumstances it no longer is financially prudent to hold the election for the District 4 seat on June 13, 2023, and

WHEREAS, section C-17 of the City Charter states in pertinent part, and mandates, “The successor to the office of...Commissioner shall be elected at the next general city election if such election is to be held within twelve (12) months of the vacancy”; and

WHEREAS, on January 10, 2023, the prior District 4 City Commissioner submitted a letter resigning from the office of City Commissioner stating, “This resignation is effective on the date that the Mayor is sworn into office in 2023, per the Florida Resign-to-Run Law, as set forth in Section 99.012, Florida Statutes”; and

WHEREAS, the District 4 seat on the City Commission became vacant when the City of Ocoee Mayor was sworn into office on March 21, 2023; and

WHEREAS, a general city election on Orange County Municipal Election Day, March 19, 2024, will take place within one year of the when the vacancy in the District 4 seat began, on March 21, 2023; and

WHEREAS, section C-59 of the City Charter states, “A Charter Review Commission may also be appointed by the City Commission at such times as deemed necessary by the City Commission.” and

WHEREAS, on April 18, 2023, the City Commission determined that a Charter Review Commission should be appointed to consider and propose certain amendments to the City Charter, including an enlarged residency requirement for City Commission candidates; and

WHEREAS, the City Commission determined that citizens should vote on proposed Charter amendments at the next municipal election, on March 19, 2024; and

WHEREAS, in City of Ocoee Resolution 2023-06, adopted and approved on May 2, 2023 at the City Commission meeting:

(a) Rescinded the call and scheduling of a special election scheduled for June 13, 2023; and

(b) Called a general city election and adopted Orange County Municipal Election Day, March 19, 2024, as the date for the District 4 election of “[t]he successor [who] shall serve for the unexpired term of the member who created the

vacancy” of the District 4 Commission seat and to serve as a referendum on proposed amendments to the Ocoee City Charter, the Presidential Preference Primary, and any other matters requiring a municipal election; and

(c) Directed the City Clerk and City staff to undertake all administrative actions internally and with the Orange County Supervisor of Elections that may be necessary to cancel the special election scheduled for June 13, 2023, and to instead hold a general city election as described herein on March 19, 2024.

WHEREAS, pursuant to Florida Statutes § 100.3605(2), a City Commission “may, by ordinance, change the dates for qualifying and for the election of members of the governing body of the municipality”; and

WHEREAS, the City Commission of the City of Ocoee wishes to ratify Resolution 2023-06 in an ordinance to establish beyond question that changing the dates for qualifying and election of the District 4 Commission seat is a legislative act within the Commission’s reasonable discretion;

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

SECTION 1. Recitals. The foregoing recitals are incorporated as if set forth at length herein.

SECTION 2. 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, chapter 5 of the City Code, and the City Charter.

SECTION 3. Resolution 2023-06 Ratified. The City Commission of the City of Ocoee hereby ratifies City of Ocoee Resolution 2023-06 in its entirety, as if set forth fully herein, and as indicated in the following Sections of this Ordinance.

SECTION 4. Special Election Rescinded. The City Commission of the City of Ocoee hereby ratifies the rescinding of its call for, and scheduling of a special election for the District 4 City Commission seat for June 13, 2023.

SECTION 5. General City Election Date. The City Commission of the City of Ocoee hereby ratifies its call for a general city election and adoption of Orange County Municipal Election Day, March 19, 2024, as the date for the District 4 election of “[t]he successor [who] shall serve for the unexpired term of the member who created the vacancy” of the District 4 Commission seat, and to serve as a referendum on proposed amendments to the Ocoee City Charter, the Presidential Preference Primary, and any other matters requiring a municipal election. The following provisions shall apply to the election for District 4 Commissioner held on March 19, 2024:

- (a) To meet the requirements of the Orange County Supervisor of Elections, the qualifying period for the general city election shall commence at noon on Friday, December 1, 2023, and shall terminate at noon on Friday, December 8, 2023;
- (b) Pursuant to the provisions of Section C-50 of the City of Ocoee Charter, the canvassing of absentee, provisional, and overseas ballots for the general city election will be conducted by the Orange County Canvassing Board.
- (c) Pursuant to Section 5-2 of the City Code, in the event that the results of the general city election require a run-off election, such run-off election shall be held on Tuesday, April 16, 2024. A run-off election would be conducted at the direction and cost of the

City and would be canvassed by the City Canvassing Board as provided in Section C-50 of the City of Ocoee Charter.

SECTION 6. Filing Fee and Election Assessment. In accordance Section 5-4 of the City Code, a candidate for the Office of City Commissioner shall pay a municipal filing fee of \$50.00 and, in accordance with Section 99.093, Florida Statutes, a state election assessment in an amount equal to 1 percent of the annual salary of the office sought, which is currently \$40.00.

SECTION 7. Direction to the City Clerk and City Staff. The City Commission of the City of Ocoee hereby ratifies its direction to the City Clerk and City staff to undertake all administrative actions internally and with the Orange County Supervisor of Elections that may be necessary to cancel the special election scheduled for June 13, 2023, and to instead hold a general city election as described herein on March 19, 2024.

SECTION 8. 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 portions of this Ordinance.

SECTION 9. Conflict. To the extent any Ordinances or parts of Ordinances, Resolutions or parts of Resolutions are in conflict herewith, this Ordinance controls.

SECTION 10. Effective Date. This Ordinance shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this 6th day of June, 2023.

APPROVED:

CITY OF OCOEE, FLORIDA

ATTEST:

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

**APPROVED BY THE OCOEE CITY
COMMISSION ON JUNE 6, 2023
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.

By: _____
Richard S. Geller, Special Counsel

Serial Number
23-01851W

WEST ORANGE Times

West Orange Times
Published Weekly

Winter Garden , Orange County, Florida

COUNTY OF ORANGE

STATE OF FLORIDA

Before the undersigned authority personally appeared Lindsey Padgett who on oath says that he/she is Publisher's Representative of the West Orange Times a weekly newspaper published at Winter Garden , Orange County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

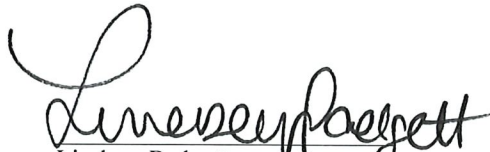
in the matter of Public Hearing on June 6, 2023
Ocoee Resolution 2023-06

in the Court, was published in said newspaper by print in the

issues of 5/25/2023

Affiant further says that the West Orange Times complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.


Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of May, 2023 A.D.

by Lindsey Padgett who is personally known to me.



Notary Public, State of Florida
(SEAL)

KIMBERLY S. MARTIN
MY COMMISSION # HH 282034
EXPIRES: July 25, 2026

CITY OF OCOEE

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to Chapter 143-8.A, of the Code of the City of Ocoee, that on **TUESDAY, JUNE 6, 2023**, at 6:15 p.m., or as soon thereafter as practical, the **OCOOE CITY COMMISSION** will hold a **PUBLIC HEARING** at the Ocoee City Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, to consider the following Ordinance:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RATIFYING CITY OF OCOEE RESOLUTION 2023-06; RESCINDING THE CITY'S CALL FOR A SPECIAL ELECTION FOR THE DISTRICT 4 COMMISSION SEAT SCHEDULED FOR JUNE 13, 2023; CALLING INSTEAD FOR A GENERAL CITY ELECTION AND SCHEDULING SUCH ELECTION ON MARCH 19, 2024, TO COINCIDE WITH ORANGE COUNTY MUNICIPAL ELECTION DAY AND THE PRESIDENTIAL PREFERENCE PRIMARY, FOR THE ELECTION FOR THE DISTRICT 4 COMMISSION SEAT, PROPOSED AMENDMENTS TO THE CITY CHARTER, AND ANY OTHER MATTERS REQUIRING A MUNICIPAL ELECTION; PROVIDING FOR A QUALIFYING PERIOD AND SCHEDULE FOR RUN-OFF ELECTION TO BE APPLIED IN CONJUNCTION WITH SAID ELECTION; DESIGNATING THE ORANGE COUNTY CANVASSING BOARD AS THE CITY CANVASSING BOARD FOR THE GENERAL CITY ELECTION; PROVIDING FOR SEVERABILITY AND A SAVINGS CLAUSE; AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

The City Commission may continue the public hearing to other dates and times as desires. Any interested party shall be advised that the dates, times, and places of any continuation of this or continued public hearings shall be announced during the hearing and that no further notices regarding these matters will be published.

A copy of the proposed Ordinance may be inspected at the Ocoee City Clerk Department, 1 North Bluford Avenue, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance. Any person who desires to appeal any decision made during the public hearing will need a record of the proceeding and for this purpose may need to ensure that a verbatim record of the proceeding 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.

May 25, 2023

23-01851W



Meeting Date: June 6, 2023
Item #: 11

Contact Name: Joy Wright
Contact Number: Ext. 1530

Department Director: Doug Gaines
City Manager: Robert Frank

**Subject: Ocoee Neighborhood Matching Grant Applicants – Approval to Award Grant Monies.
(Community Relations Manager Wright)**

Background Summary:

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

The Neighborhood Matching Grant Program is held annually. This year's grant cycle opened on February 17, 2023. Applications were due on March 17, 2023. The Neighborhood Matching Grant Program is for homeowner associations (HOA) and neighborhoods that do not have a structured HOA. The goal of the grant program is to assist residents with making improvements to their neighborhoods. The maximum matching grant award is \$2,000. Applicants pay for their improvement projects, and then get a portion back, up to a maximum of \$2,000. Given the nature of the grant program, which is to improve city neighborhoods, the Development Services Department conducted the primary review of applications.

Ten (10) Homeowner Associations submitted grant applications for this grant cycle. The total amount requested is \$19,500. There is \$28,000 available for the grants. Nine (9) applicants requested \$2,000 (the maximum amount). One HOA, Willows on the Lake, requested \$1,500.

1. Admiral Pointe

Replace old landscaping on large Keaton Parkway common ground island.

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

2. Ashton Park

Reroute and repair irrigation system to increase efficiency, growth and water conservation.

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

3. Cross Creek of Ocoee

Replace neighborhood entrance monument/sign on Maguire Road. New sign will be made of brick, stone and have new lettering.

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

4. Forest Ridge

Plant established podocarpus trees along entryway to help with beautification of neighborhood.

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

5. Prairie Meadows

Beautification of front entrance way through landscaping and plant installation.

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

6. Remington Oaks

Install security lighting in parking lot of community pool.

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

7. Spring Lake Reserve

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

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

8. Village of Wesmere

Install new playground in community common area.

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

9. Westyn Bay

Install emergency egress buttons for two gates to the pool area; speed bumps for vehicle entry and exit gates.

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

10. Willows on the Lake

Restoration of Community Gazebo with pressure washing, new planks and overall sealant of wood.

Amount requested: \$1,500 **Staff recommendation:** \$1,500

Please NOTE: Silver Glen HOA submitted a grant application and is requesting \$2,000. Silver Glen received a neighborhood grant last year (September 2022) and due to extenuating circumstances, they received only partial payment of \$895.67.

Issue:

Should the City Commission approve the Group A Neighborhood Matching Grant funding recommendation of \$19,500?

Recommendations:

Staff recommends approving either:

Group A – Staff recommends the 10 HOAs (listed above). The 10 applicants requested a total of \$19,500. There is \$28,000 allotted for the neighborhood grant program. The HOAs listed below have conditional approval.

Forest Ridge – Conditional approval based on meeting the following requirements for their improvement project: Obtain a right-of-way use permit from Public Works and plant a smaller tree, such as a crape, which is better suited for the entry improvement project.

Cross Creek of Ocoee – Conditional approval based on meeting the following requirements for their improvement project: Approval is needed for a sign reconstruction permit

or

Group B – 11 HOA applicants, including Silver Glen HOA, requested a total of \$21,500. There is \$28,000 allotted for the neighborhood grant program. The HOAs listed below have conditional approval.

Forest Ridge – Conditional approval based on meeting the following requirements for their improvement project: Obtain a right-of-way use permit from Public Works and plant a smaller tree, such as a crape, which is better suited for the entry improvement project.

Cross Creek of Ocoee – Conditional approval based on meeting the following requirements for their improvement project: Approval is needed for a sign reconstruction permit

Attachments:

1. Applications

Financial Impacts:

The total grant funding requested by the 10 applicants in Group A is \$19,500.

The total grant funding requested by the 11 applicants in Group B is \$21,500.

There is \$28,000 available for the grant program in FY 2022/23.

Type of Item: Regular

NEIGHBORHOOD MATCHING GRANT PROGRAM 2023

ADMIRAL POINTE HOA

KEATON ISLAND MAKEOVER

Packet Contents

- Grant application
- Drawing with measurements of the project (height, width, length)
- Minutes of meeting to approve submission for grant.
- 3 bids for project
- photos showing the physical location of project.
- location of the proposed project
- Renderings of project

City of Ocoee
Neighborhood Matching Grants Program

RECEIVED
03/16/23

PLEASE PRINT OR TYPE

Name of Neighborhood: Admiral Pointe
Project Leader: Anita Gibbons
Address for Project Leader: 796 Lancer Cir, Ocoee, FL 34761
Project Leader (Cell) 321-4028255 (Home) 407-489-1696
Email Address: asgibbons32@gmail.com

What is the name of your proposed project?

- 1) ☐ Entry Beautification and Identification
2) ☒ Open Space and Common Area Enhancements
3) ☐ Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

Keaton Island Upgrade

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

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

When was it formed? 1995 How many members are in the association? 155

Are the members all homeowners in the neighborhood? Yes

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

President, Vice-President, Treasurer, Secretary, Director, Beautification,
Social committees

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

At yearly homeowner meeting, by a quorum of homeowners vote.

The meeting is held in June each year

If your neighborhood does NOT have an HOA:

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

How many members are in the group? _____

How many homes are in your neighborhood? 155

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

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

Briefly describe the proposed project: We wish to replace the old aged landscaping on our large Keaton Parkway common ground island we have upgraded all of our other islands and want this one to match the rest for uniformity, removing and replacing 2 of the beds and updating the third. total cost of the project \$6654.28

List the project goals:

- (1) Replace aged old and damaged plants
- (2) Clean-up, revitalize where needed and removal of invasive weed/plants
- (3) Bring the island to a level of uniformity with the rest of the neighborhood.

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

It is located directly across the street from 772 Keaton Parkway and bordered on the other side by our retention pond.

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

For physical improvements, will it be located on:

Public Right-of-Way: No

Private Property: No

Common Area Owned by the Homeowners Association: YES

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

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

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on 3-14-2023 (date), and attached are the minutes/letter reflecting this vote.

Donald Covey

Print name of person preparing application

Donald Covey

Signature of person preparing application

Mr. John Wilson

Signature of Project Leader

Ray A. L.

Signature of Neighborhood President

Date: 3-15-23

Date: 3-15-23



2811 W. State Road 434 407-744-9122
Longwood, FL 32779 elementbiz.com

Proposal #5316
Created: 03/02/2023
From: Justin Reviczky

Proposal For

Admiral Pointe HOA

2180 W. State Road 434
Suite 5000
Longwood, FL 32779

Location

Keaton Pkwy
Ocoee, FL

Keaton Island Landscape Makeover 2023

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Landscape Installation Keaton Pkwy Island Landscape Makeover - See attached page with detailed breakdown.	1	\$ 8,930.00	\$ 8,930.00

Element Service Solutions, Inc. agrees to supply labor and materials as specified above to complete the job as described. Any changes requested by the customer will require a written change order to be completed and agreed to by both parties.

SUBTOTAL \$ 8,930.00

TOTAL \$ 8,930.00

Signature

x

Date:

Please sign here to accept the terms and conditions

Admiral Pointe HOA
Keaton Pkwy Island Landscape Makeover

Proposal # 5316

AREA	ITEM	SIZE	QTY	EACH	TOTAL
West Bed	Demo	MH	4	\$55.00	\$220.00
West Bed	Dump Fee	EA	1	\$80.00	\$80.00
West Bed	Bed Preparation	MH	10	\$55.00	\$550.00
West Bed	St. Augustine Sod	SF	380	\$1.20	\$456.00
West Bed	Pine Bark Nuggets	1"-3"	5	\$60.00	\$300.00
West Bed	Ti Plant (Red Sister)	3G	26	\$18.00	\$468.00
West Bed	Variegated arboricola	3G	31	\$17.00	\$527.00
West Bed	Blue Daze	1G	60	\$7.00	\$420.00
West Bed - Total					\$3,021.00
Center Bed	Demo	MH	2	\$55.00	\$110.00
Center Bed	Dump Fee	EA	1	\$60.00	\$60.00
Center Bed	Bed Preparation	MH	7	\$55.00	\$385.00
Center Bed	St. Augustine Sod	SF	310	\$1.20	\$372.00
Center Bed	Pine Bark Nuggets	1"-3"	7	\$60.00	\$420.00
Center Bed	Ti Plant (Red Sister)	3G	12	\$18.00	\$216.00
Center Bed	Variegated arboricola	3G	32	\$17.00	\$544.00
Center Bed	Blue Daze	1G	60	\$7.00	\$420.00
Center Bed - Total					\$2,527.00
East Bed	Demo	MH	3	\$55.00	\$165.00
East Bed	Dump Fee	EA	1	\$40.00	\$40.00
East Bed	Bed Preparation	MH	6	\$55.00	\$330.00
East Bed	St. Augustine Sod	SF	60	\$1.20	\$72.00
East Bed	Pine Bark Nuggets	1"-3"	5	\$60.00	\$300.00
East Bed	Ti Plant (Red Sister)	3G	26	\$18.00	\$468.00
East Bed	Variegated arboricola	3G	31	\$17.00	\$527.00
East Bed	Blue Daze	1G	60	\$7.00	\$420.00
East Bed - Total					\$2,322.00
Project	Mobilization	EA	2	\$440.00	\$880.00
Project	Delivery/Freight Cost	EA	2	\$90.00	\$180.00
PROJECT TOTAL					\$8,930.00



Proposal

Proposal No.: 206064

Proposed Date: 03/09/23

PROPERTY:	FOR:
Admiral Pointe HOA - Maintenance Terri Grace 902 Keaton Parkway Ocoee, FL 34761	Keaton Island Landscape Upgrade

This proposal is for the removal of existing plant material, and the addition of new soil and plant material for the Keaton Island Upgrade, as requested by Admiral Pointe HOA. It also includes irrigation repairs/upgrades for this area. All plant material will be under warranty for (1) year, as long as Juniper Landscaping is the site contractor at said time.

ITEM	QTY	UOM	TOTAL
Plant Material			\$4,553.78
Trinette - 03G	108.00	03g	
Red Sister Ti Plant, 03 gallon - 03G	61.00	03g	
Blue Daze, 01 gallon - 01G	172.00	01g	
Site Prep			\$1,630.00
Plant/Sod/Debris Removal	18.00	HR	
Planting Mix, 01 Cubic Yard - 01CYSoil	5.00	01CY	
Bed Prep	4.00	HR	
Mulch			\$310.50
Pine Bark, 03CF bag - 03CF	30.00	03CF	
Enhancement Irrigation			\$160.00
Irrigation Repairs and Upgrades	2.00	HR	
Misc Irrigation Parts	1.00	EA	

Juniper Landscaping of Florida LLC • 4000 Avalon Road • Winter Garden, FL
34787
Phone:

Page 1/2

Total: \$6,654.28

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date

Raut Land Services, LLC
701 Apricot Drive
Ocoee, FL 34761
(407) 449-0062
rautlandservices@gmail.com

Donald Covey
Admiral Pointe HOA
935 Keaton Parkway
Ocoee, FL 34761

March 6, 2023

RE: Keaton Pkwy Island Landscape Makeover Project Bid

AREA	ITEM	SIZE	QTY	EACH	TOTAL
West Bed	Demo	MH	8	\$85.00	\$680.00
	Dump Fee	EA	1	\$150.00	\$150.00
	Bed Preparation W/Topsoil	MH	5	\$85.00	\$425.00
	St. Augustine Sod	SF	380	\$2.00	\$760.00
	Pine Bark Nuggets	1"-3"	5	\$120.00	\$600.00
	Ti Plant (Red Sister)	3G	26	\$20.00	\$520.00
	Variegated arboricola	3G	31	\$20.00	\$620.00
	Blue Daze	1G	60	\$10.00	\$600.00
West Bed - Total					\$4,355.00
Center Bed	Demo	MH	8	\$85.00	\$680.00
	Dump Fee	EA	1	\$150.00	\$150.00
	Bed Preparation W/Topsoil	MH	5	\$85.00	\$425.00
	St. Augustine Sod	SF	310	\$2.00	\$620.00
	Pine Bark Nuggets	1"-3"	7	\$120.00	\$840.00
	Ti Plant (Red Sister)	3G	12	\$20.00	\$240.00
	Variegated arboricola	3G	32	\$20.00	\$640.00
	Blue Daze	1G	60	\$10.00	\$600.00
Center Bed - Total					\$4,195.00
East Bed	Demo	MH	8	\$85.00	\$680.00
	Dump Fee	EA	1	\$150.00	\$150.00
	Bed Preparation W/Topsoil	MH	5	\$85.00	\$425.00
	St. Augustine Sod	SF	60	\$2.00	\$120.00
	Pine Bark Nuggets	1"-3"	5	\$120.00	\$600.00
	Ti Plant (Red Sister)	3G	26	\$20.00	\$520.00
	Variegated arboricola	3G	31	\$20.00	\$620.00
	Blue Daze	1G	60	\$10.00	\$600.00
East Bed - Total					\$3,715.00
Project	Mobilization/Fuel Cost	EA	1	\$100.00	\$100.00
Project	Delivery/Freight Cost	EA	1	\$105.00	\$105.00
PROJECT TOTAL					\$12,575.00

ADMIRAL POINTE HOA, INC.

BOARD OF DIRECTORS SPECIAL MEETING

Ocoee Neighborhood Matching Grant Program

March 14, 2023

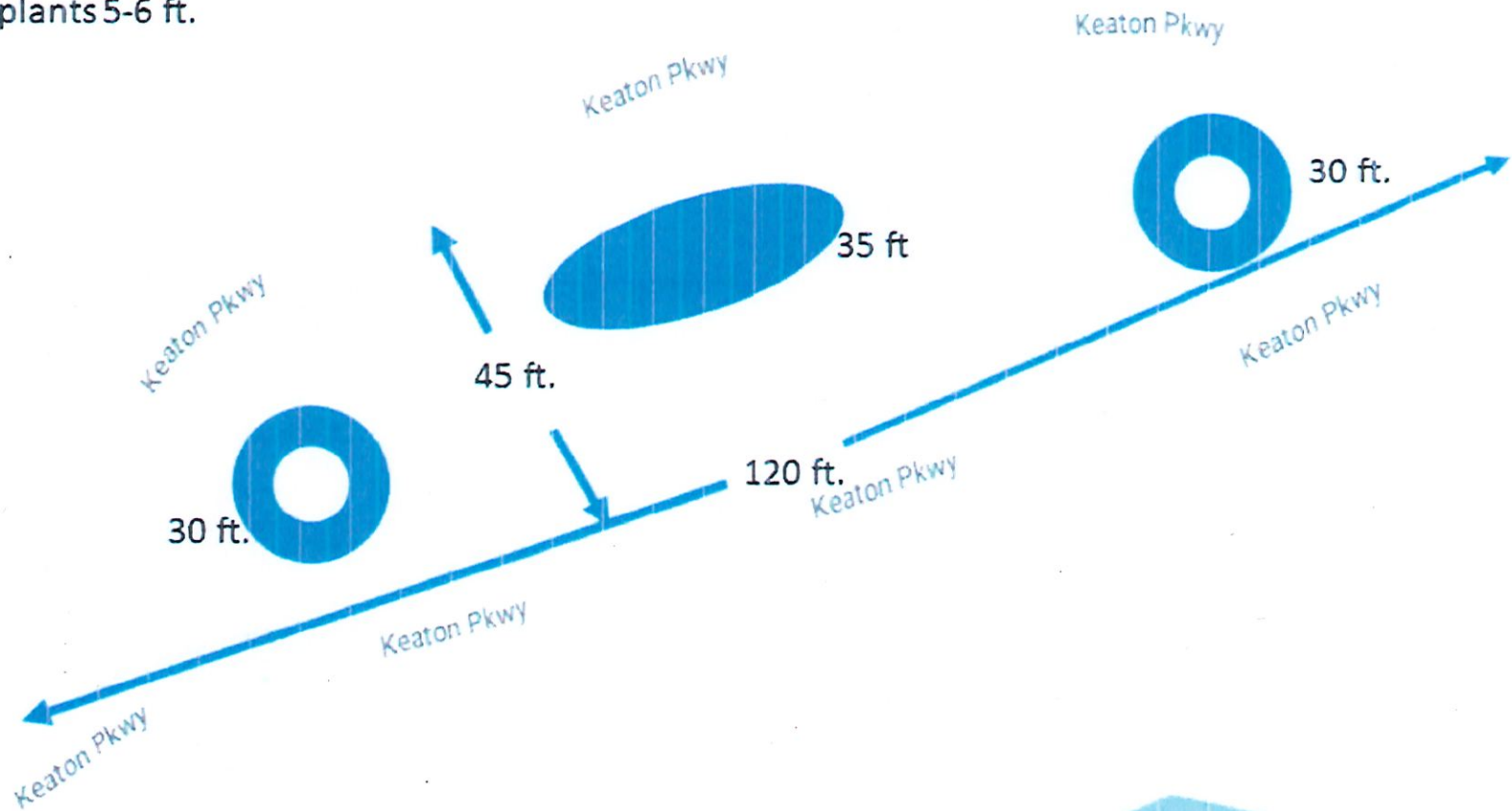
MEETING MINUTES

Attendees: Gary Smith, President. Don Covey, Vice President. Jeff Hicking, Secretary. Nick Morgret, Treasurer. Betsy Townsend, Director.

Agenda: Landscaping committee's request to submit for the Ocoee Neighborhood Matching Grant Program

Don Covey called the meeting to order at 7:00pm with the attendees noted above. A motion was made by Don Covey to approve the beautification committee's request to submit the application to the Ocoee Neighborhood Matching Grant Program. Motion was seconded by Gary Smith and all board members voted yes to submitting for the Ocoee Neighborhood Matching Grant Program. The meeting was adjourned at 7:00pm.

Dimensions of island 120x45 ft
Vest landscape beds 30 ft. in diameter
and 35x15 ft.
Height of plants 5-6 ft.





CENTER



WEST BED





CENTER BED



EAST BED



WEST BED

DRAWINGS

O&A Services, Inc.
170 Ronning Way
Longwood, FL 32750 US
hr@oandalandscaping.com

Estimate 1960



ADDRESS

Terri Grace
Admiral Pointe
C/O Sentry Management
2180 SR 434, Suite 5000
Longwood, FL 32779

DATE
04/15/2023

TOTAL
\$6,346.00

EXPIRATION
DATE
05/15/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	3 Gallon Plant	Schefferla Trinnettes	108	20.00	2,160.00
	3 Gallon Plant	Red Sister Hawain Ti	61	20.00	1,220.00
	1 gallon plant	Blue Daze	172	6.75	1,161.00
	Mulch - Pine Bark	Install of mulch in the landscape beds	30	8.50	255.00
	Irrigation Revamp	There are too many rotors on each zone of the island and they are too close together, we need to seperate them to 28 ft apart, eliminating 2 rotors on each zone this will create more pressure	1	950.00	950.00
	Labor	Rip out existing plants, prep area and install of 6 cubic yards of potting/planting mix soil	1	600.00	600.00

Keaton Parkway Center Island, Landscape Upgrade.
Remove current plants, prep area, adjust irrigation and install
new Landscape per the rendering drawings.

TOTAL

\$6,346.00

THANK YOU.

Accepted By

Accepted Date

Ashton Park

Grant

Application



Fiscal Year 2022/2023

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

Deadline to submit applications is March 17, 2023 by 5 p.m.

City of Ocoee
Neighborhood Matching Grants Program

RECEIVED
3/10/23

PLEASE PRINT OR TYPE

Name of Neighborhood: Ashton Park Community Ocoee

Project Leader: Rajen Goberdhan

Address for Project Leader: 834 Kazaros Circle. Ocoee, FL 34761

Project Leader (Cell) 407-455-2745 (Home) N/A

Email Address: rgoberdhan87@gmail.com

What is the name of your proposed project?

- 1) ☒ Entry Beautification and Identification
- 2) ☒ Open Space and Common Area Enhancements
- 3) ☐ Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

Boundary is south of Montgomery Park and north of W. Colonial Dr.

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

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

When was it formed? 2006 How many members are in the association? 75

Are the members all homeowners in the neighborhood? Yes

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

Board of Directors: President, Vice President, Treasurer, Secretary,

Second Vice President

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

Elected by Homeowners, Yearly

If your neighborhood does NOT have an HOA:

Do you have an active neighborhood group? N/A When was it organized? N/A

How many members are in the group? N/A

How many homes are in your neighborhood? N/A

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

N/A

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

Briefly describe the proposed project: The project will re-route and repair our irrigation system. With the growth of the oak trees and root system on both sides of Montgomery Ave, we continue to experience damages to our sprinkler system. Thereby, negatively affecting our grass and vegetation from lack of water. We would use the grant to repair the PVC pipes by bypassing the oak roots, which will result in a more efficient irrigation system by conserving water.

List the project goals:

- (1) Preserve and enhance the look of our sidewalks on the main road
- (2) Community member participation to keep our common areas attractive
- (3) Curb appeal to the public

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

The area of the project will begin from the Ashton Park entrance sign on the south end of the community and will end at the

Ashton Park entrance sign on the north end of the community. The irrigation system will be repaired on both East and West side of the Montgomery Ave.

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

For physical improvements, will it be located on:

Public Right-of-Way: N/A

Private Property: N/A

Common Area Owned by the Homeowners Association: Ashton Park HOA

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

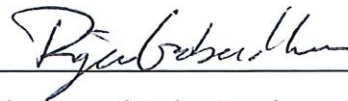
(Permit not required)

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

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on 2/08/2023 (date), and attached are the minutes/letter reflecting this vote.

Rajen Goberdhan

Print name of person preparing application



Signature of Project Leader



Signature of person preparing application



Signature of Neighborhood President

Date: 3/08/23

Date: 3/08/23

Ashton Park HOA
Board Meeting Minutes – Approved
February 8, 2023

Tom Ison Center 1701 Adair St, Ocoee, FL 34761

2023 BOD Members: Jairam Udit ('24)- President; Gail Woods ('24)- Vice President; Rajen Goberdhan ('23)- Secretary/Treasurer; Joel Nieves ('24)- Director

Comments from Neighborhood-not part of minutes: 4 homeowners present

- I. **Call to Order:** 6:06 PM by Jiaran
- II. **Quorum:** Jairam Udit, Rajen Goberdhan, Joel Nieves Jahvon LCAM in attendance from Southwest Property Management.
- III. **Notice of Meeting:** On www.SouthwestPropertyManagement.com
- IV. **Approval of Minutes:** Approval of June board meeting and Annual Meeting 06/08/2022 -11/29/2022
- V. **Manager's Report**
 - A. **Financials**
 - 1. **Collections:** No accounts at attorney.
 - B. **Maintenance Report – See attached**
 - C. **ARC Report – See attached.**
 - D. **Compliance – No accounts at attorney.**
 - 1. **Case 7:** This house was painted a color that was not the color approved. A Final Notice has been sent. There have been complaints from neighbors. **Hold** for now until the Board has more information.
- VI. **Old Business**
 - A. **Orange County Grant:** The Board is working with the grant program to help cover the costs for the picnic tables and benches under the gazebos, bulletin board and pressure washing Jairam **MOTIONS** to approve up to \$10,000 matching fund for the Orange County Grant and the city of Ocoee beautification matching grant.
Second: Joel All Approve
 - B. Jairam Udit **MOTIONS** to approve the 2023 budget with no increase, making the annual assessments \$550.00 Second: Raj Goberdham All Approve
 - C. Boards wants to add “no parking” signs or paint “NO PARKING” on the curb of the intersection of Montgomery ave and Hire cir and Kazaros Cir
 - D. The board wants to add speed-bumps on the south side of Kazaros Cir and Hire Cir on Montgomery Ave
 - E. Quotes that are being looked at for pressure washing, bulletin board and table and benches under the gazebos. All Around Pressure Washing - 2983.00 Goodman Construction- 8755.00 Creative Mailbox- 2282.24.
- VII. **New Business**
 - A. **The City Of Ocoee Beautification Grant:** The board going to Apply for The City of Ocoee Beautification Grant before March 17, 2023 The grant will help Ashton Park maintain the beauty of our grass and Jasmine. The board would also include maintaining and fixing of the fence around the community.
 - B. Raj Motions to remove Guillermo as their Landscaping company. Seconds: Joel Nieves
 - C. Raj **MOTIONS** to choose Green Valley as their new Landscaping company for Ashton Park. Second Jairam
 - D. Raj **MOTIONS** to remove Adrian from the ARC Committee **SECONDS:** Jairam Udit
 - E. The board appointed Cheslyn Alphonse to the ARC Committee.
 - F. The board of Ashton Park of Ocoee
- VIII. **Adjournment:** 7:22 PM **MOTIONS:** Joel Second: Raj All Approve

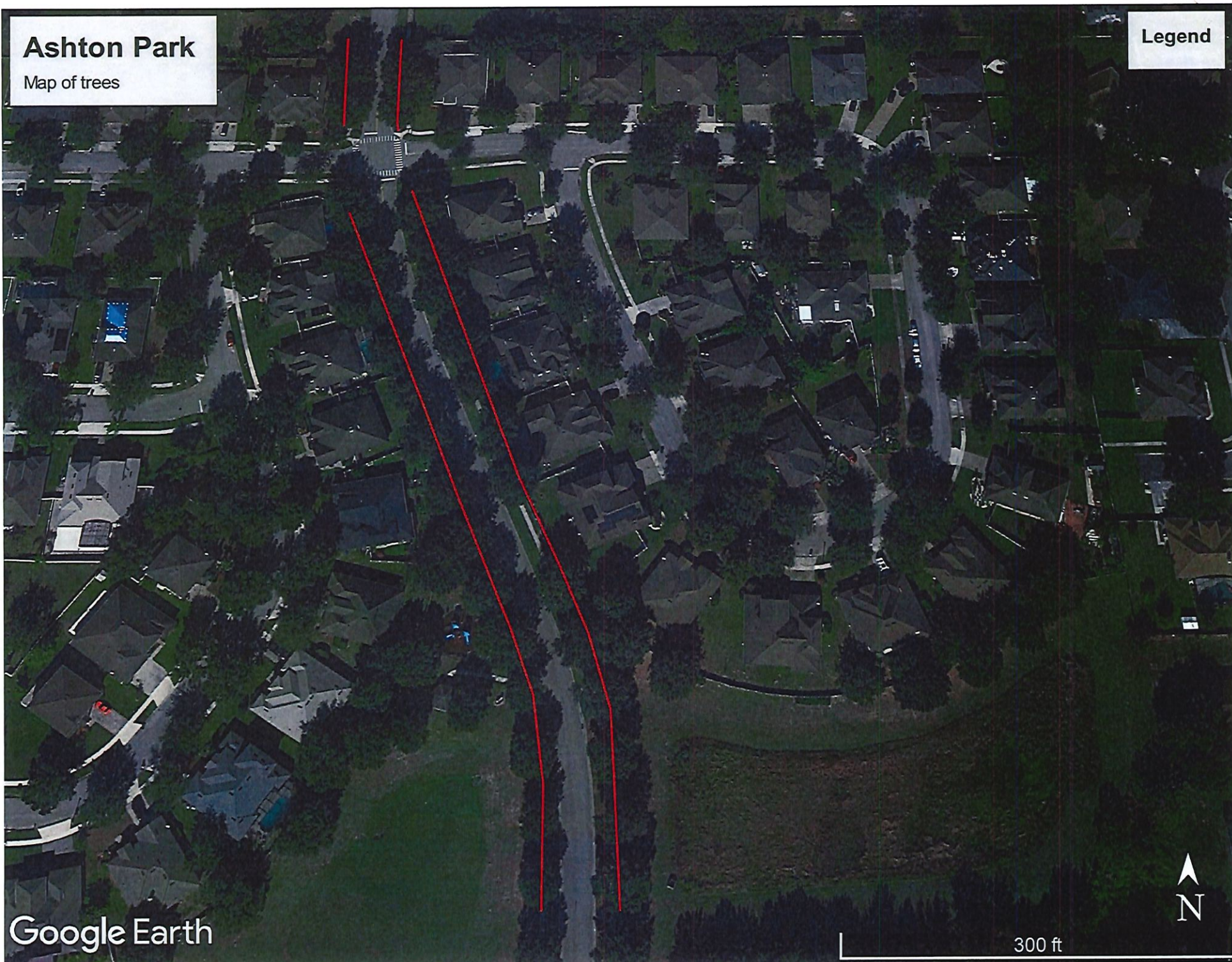
2023 Board meeting dates: Feb 8th

COLOR CODE: **YELLOW** - MOTION **GREEN** - ACTION ITEM **PURPLE** - COMPLETED **BLUE** - OPEN

Ashton Park

Map of trees

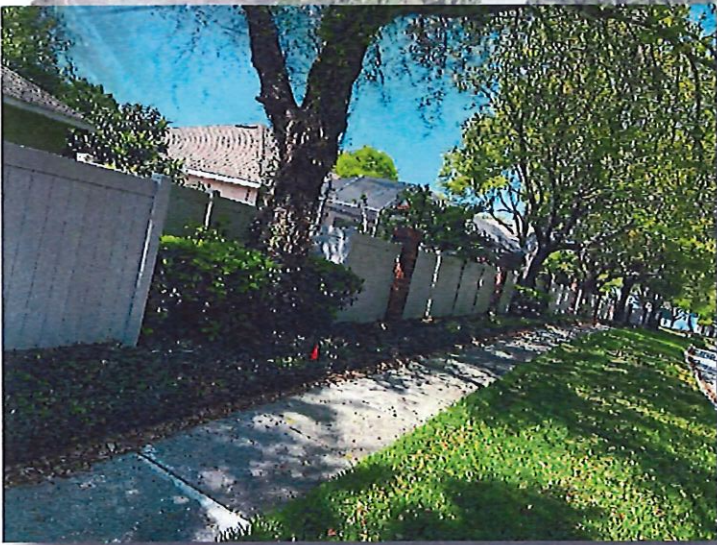
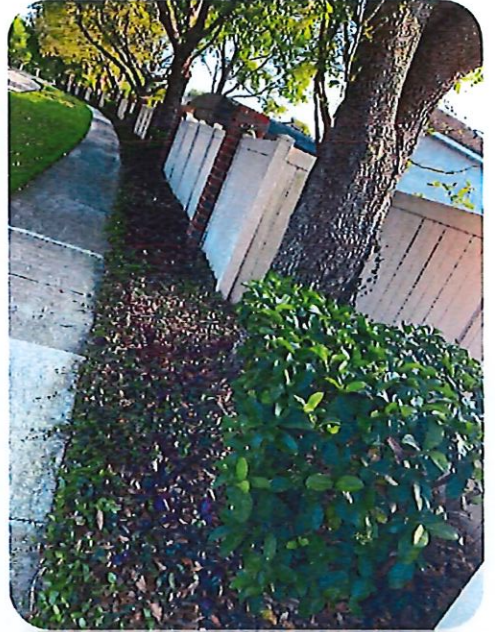
Legend



Google Earth

300 ft







PROPOSAL FOR IRRIGATION REPAIRS FOR ASHTON PARK

Date: 3/5/2023

RE: Re-route irrigation around oak trees

Overview –

- DVI to provide all labor, supervision, supplies, parts and tools necessary to perform all work required to dig up and locate irrigation zone pipe approximately 10’ off center of oak trees. Cut and remove a partial section of pipe, using Schedule 40 PVC fittings and adapters connect remaining zone pipe to a flexible 1” pipe. Snake this pipe through the existing jasmine landscape and connect to other previously exposed zone pipe, Cover all exposed PVC and flex connections.
- This proposal does not include any pressure loss to system caused by this re-route of pipe. This proposal does not include any head repair or head, or nozzle installation.

Price Breakdown

Labor and Material to re-route	\$300.00
18 Trees	\$5,400.00

The above Proposal for Installation or Repair Services has been read, understood, and accepted this ____ day of ____, 2023. This contract is terminated due to any reason other than negligence or poor performance by the contractor, the owner or owner’s representative will be required to pay the remaining balance due on the contract. All materials provided for the contract will be prorated and billed separately to owner or owner’s representative if the contract is terminated.

For owner or owners representative

DVI Water Management, LLC



PROPOSAL

Proposal Submitted to:

Ashton Park H.O.A

DATE: 1/24/2023

JOB NAME:

JOB LOCATION:

Irrigation Price

Estimated price to pipe (16) zone lines over the large oak tree root balls along Montgomery Ave @ \$300.00 per tree.

Total: \$4,800.00

We hereby propose to furnish labor and materials complete in accordance with the above indicated plans and specifications, for the sum stated above. Payment to be made as follows: Draw basis in full upon completion.

Owner shall be responsible for location of property boundaries and right-of-way permits if applicable. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the proposal. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned. In accepting this proposal you agree to pay a 1.5% (18% per annum) finance charge per month on your unpaid balance as well as all cost of collection including attorney's fees if incurred.

Arbor Crest Outdoors, Inc.

James A. Goodyear, President

Wendy Goodyear, Vice President

James Goodyear

2/3/17

Authorized Signature

Date

Acceptance: I/we hereby authorize Arbor Crest Outdoors, Inc. to perform the work per the specifications, conditions and payment terms above.

Signature

Title

Date

**Hablamos
Español**

13506 Summerport Village Parkway, Suite 274, Windermere, Florida 34786
Phone 407-217-4062 • Fax 407-287-4274 • www.ArborCrestInc.com





Green Valley Landscape Management Inc.
2201 Tall Oak Dr
Winter Garden, FL 34787 US
(321)388-6428

ADDRESS

Ashton Park

Estimate 2013

DATE 01/26/2023

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Labor Labor irrigation tech to dig up each side of heavily rooted oak trees to install couplings and flex hose to go up and over the root and trunk system of 16 oak trees.	11.50	65.00	747.50
	Labor Labor for an irrigation helper to complete the flex pipe task.	11.50	35.00	402.50
	Irrigation Irrigation material such as 1.5" flex line necessary fittings, primer, glue, etc..	1	442.50	442.50

TOTAL \$1,592.50

Accepted By

Accepted Date

**City of Ocoee
Neighborhood Matching Grants Program**

RECEIVED

03/17/23

PLEASE PRINT OR TYPE

Name of Neighborhood: Cross Creek of Ocoee

Project Leader: Jonathan Hall

Address for Project Leader: 492 Darkwood Ave, Ocoee, FL 34761

Project Leader (Cell) 407-927-5406 (Home) _____

Email Address: Jonathang.hall@gmail.com

What is the name of your proposed project?

- 1) ☒ Entry Beautification and Identification
- 2) ☐ Open Space and Common Area Enhancements
- 3) ☐ Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

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

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

When was it formed? 8/24/1994 How many members are in the association? 322

Are the members all homeowners in the neighborhood? Yes

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

President, VP, Secretary/Treasurer; Architectural Review Committee; Social Committee

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

Annual election held in March of each year

If your neighborhood does NOT have an HOA:

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

How many members are in the group? _____

How many homes are in your neighborhood? _____

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

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

Briefly describe the proposed project: Replace neighborhood entrance monument/sign on Maguire road. Current sign is outdated and damaged. New sign will match the general style of other communities on Maguire road and our rear entrance on Moore Rd. Sign materials will be Brick, stone and new lettering.

List the project goals:

- (1) Enhance our entrance to the standards set by our neighboring neighborhoods
- (2) Increase home values within the neighborhood by having a more appealing entrance monument/sign
- (3) Improve the curbappeal of Cross Creek from Maguire Rd

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

Main entrance sign on Bridge Creek blvd and Maguire road in center median.

Placement: 8' from front of median, 1.5' from each side

Size: Length 24', Width 12', Height at center 8'

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

For physical improvements, will it be located on:

Public Right-of-Way: _____

Private Property: _____

Common Area Owned by the Homeowners Association: Yes

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

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

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on 3/16/2023 (date), and attached are the minutes/letter reflecting this vote.

Jonathan Hall

Print name of person preparing application



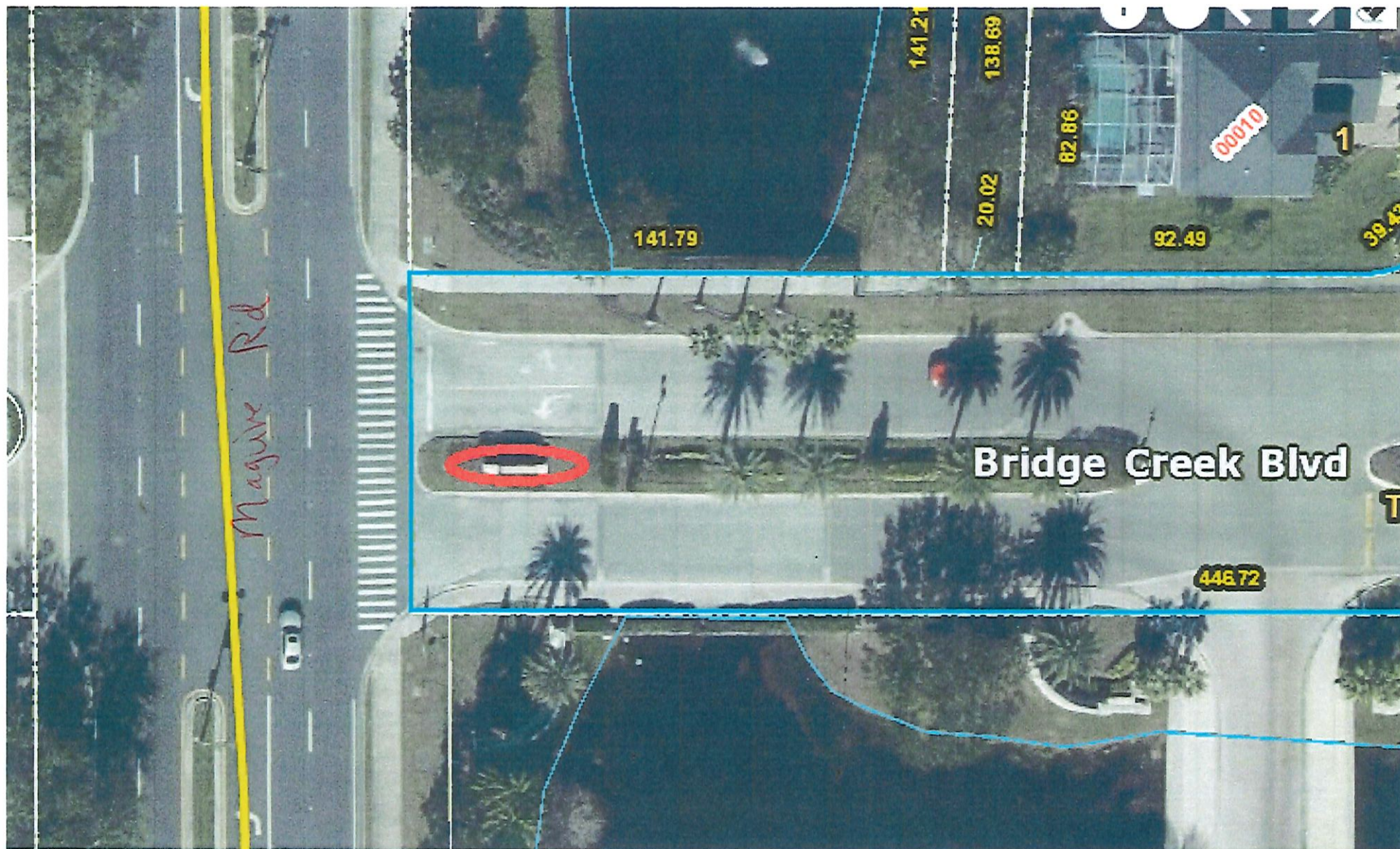
Signature of person preparing application

Date: 3/16/2023


Signature of Project Leader


Signature of Neighborhood President

Date: 3-16-2023



- From front of island: 8 ft
- From each side of island: 1.5 ft
- Length: 24 ft
- width: 12 ft
- max height at center: 8 ft.



-Current sign to be replaced









- Current Moore Rd entrance sign
- New Maguire Rd sign will have similar characteristics. Brick, planter box, shape
- This sign will be updated for lettering and background material (stone).



- Similar style to what we will have. Brick, stone background, park lettering

City of Ocoee Grant Department

we appreciate your consideration in providing a grant towards our Front Entrance sign project.

While I understand the application request 3 quotes we have been having a very difficult time obtaining reasonable quotes or quotes at all. I have attached one estimate we received as well as one estimate just to obtain a quote. Additionally our neighborhood has recently went through a management change, as of 3/1, which has also set us back on this project. We are hopeful our new management company will be able to better assist us in obtaining quotes and they have already started that process. As you can see from the quote provided our project will be well in excess of \$20,000. so we would be very grateful to receive a grant towards that. I hope that this does not disqualify us from the process as we have been hard at work on this project since last October and have just come up against some obstacles we did not expect.

Thank you for your time and consideration,

Jonathan Hall

Cross Creek Ocoee Board

407-127-5046

From: Matthew Boyce <matthew@creativesignsinc.com>
Sent: Tuesday, October 11, 2022 5:01 PM
To: Maria Gomez <mgomez@lelandmanagement.com>
Subject: RE: Cross Creek Ocoee 227 Bridge Creek Blvd Ocoee FL - Front Entrance Sign

EXTERNAL EMAIL: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Maria,

Thanks for speaking with me.

Per our conversation the design that you sent me is a mason built structure with raised letters on it. if we were to replicate it then we would be subcontracting out a mason to do the majority of the work then adding in the finishing touches. If I were to ball park the price I would guesstimate it at around \$50,000 which includes the removal, permitting, and new sign.

If we were to look at doing a new sign without a water feature made in aluminum we would be looking at a base price of about \$15,000. If we were to try and mimic the design you sent me in an aluminum structure without water features I would ball park that sign at around \$24,000.

Lastly if you wanted to repair the existing sign(it wouldn't be able to be a perfect fix but we could get close) you would be looking at around \$3000 - \$4000.

Please feel free to give me a call with any questions.

Thanks,

Matthew Boyce
Office: 407-293-9393 (Ext:107)
Cell: 407-430-3931

PROPOSAL 327391

LELAND MANAGEMENT- ORLANDO



Submitted to

CONTACT MARIA GOMEZ
ADDRESS 6972 LAKE GLORIA DRIVE
ORLANDO FL 32809

PHONE
EMAIL mgomez@lelandmanagement.com

ESTIMATE # 001-22-327391
DATE 10/7/2022
WRITTEN BY NIKITA AMBERSLEY
REFERENCE

**** DEPOSIT REQUIRED ****

Project Detail - Page 1

LOCATION CROSS CREEK OCOEE DISTANCE 35 COORDINATES
PROJECT NAME ENTRANCE SIGN SITE VISIT

Items

		PRICE EACH	QTY	TOTAL
1	LABOR / INSTALLATION, INSTALL, ORLANDO, LOCAL 30-45 SITE VISIT TO ASSESS DAMAGE FOR REPAIR AND MEASUREMENTS OF THE MONUMENT	\$225.00	1	\$225.00
PRE-TAX TOTAL				\$225.00
EST TAX (.065)				\$0.00
TOTAL				\$225.00

Terms & Conditions

- All agreements are contingent upon delays and material cost increases beyond our control. Manufacturing cost increases incurred after quotation and prior to a work order being submitted to production will be passed through to the customer. In this scenario, the project will be requested for customer approval.
- Pricing in this proposal is subject to acceptance within 14 days and is void thereafter.
- Depending upon the agreed credit terms, a deposit may be required before work is to commence.
- If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project upon completion.
- Any labor and installation pricing is approximate and subject to change based upon actual time incurred.
- Delivery/installation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Client agrees to pay progress bill invoice upon receipt. Product will be warehoused until the client is ready for installation, at which time installation labor will be invoiced upon completion. Product that is warehoused for over 6 months will be assessed a \$100/month/pallet storage fee beginning on the 7th month.
- Sales tax is estimated and subject to change based upon the actual rate at time of invoicing.
- Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary.
- Customer is responsible for variations from customer supplied architectural drawings & hardscapes.
- Signature on this proposal constitutes approval from the client on supplied artwork/graphics.
- Any credit balance(s) resulting from overpayment that remains on a credit account over 30 days will be applied to the oldest invoice(s) or to upcoming active order(s) and reflected on the following month's statement.
- Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.

ONSIGHT INDUSTRIES, LLC.

GENE SANDERFIELD
NAME

10/7/2022
DATE

Proposal Acceptance

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE HEREBY ACCEPTED. ONSIGHT INDUSTRIES, LLC IS AUTHORIZED TO PROCEED WITH THE PROJECT AS STATED.
PAYMENT WILL BE MADE AS OUTLINED ABOVE.



SIGNATURE

NAME

DATE

900 CENTRAL PARK DR., SANFORD, FL 32771-6634
P: 407.830.8861 • F: 407.830.5569

BOARD OF DIRECTORS – MEETING MINUTES

Meeting Date & Time 3/16/2023 7:00pmMeeting Location ☒ Pool Pavillion ☐ _____Notice Date 3/14/2023 Location of Notice ☒ Entrance board 1153

ATTENDEES

For the Board of Directors:

☒ Christopher Walker ☒ Erin Doepke ☒ Jonathan Hall ☐

For Property Management:

☐ Benjamin Isip ☐ ☐ ☐

OTHERS PRESENT

Name	Position (Home Owner, Vendor, etc.)	Firm / Address

AGENDA ITEMS

Item	Responsible Member
1. Approve minutes	Chris W
2. Ocoee Grant application	Jonathan H
3.	
4.	
5.	
6.	

DISCUSSION TOPICS

Topic	Next Step, Action or Question	Responsible Individual
1.	•	
2.	•	
3.	•	
4.	•	

6.	•	
Pending Topics / Issues for future consideration	•	

DECISIONS MADE

	Approved	
	YES	NO
MOTION: Approve minutes from prior meeting 1st <u>Erin D</u> 2nd <u>Chris W</u>	✓	
MOTION: Approve submittal of OCOEE Grant 1st <u>Jonathan H</u> 2nd <u>Chris W</u>	✓	
MOTION: 1st _____ 2nd _____		
MOTION: 1st _____ 2nd _____		

ADJORNED @ 7:15 PM

PREPARED AND SUBMITTED BY: Jonathan Hall



Fwd: Sign quote from J and W

1 message

Chris Walker <chriswalker2005@gmail.com>

Sun, Mar 26, 2023 at 12:00 PM

To: Board of Directors Cross Creek of Ocoee HOA <bod@crosscreekocoe.com>

----- Forwarded message -----

From: **J and W Gate Services** <jandwgate@gmail.com>

Date: Sun, Mar 26, 2023 at 11:28 AM

Subject: Sign

To: Chris Walker <chriswalker2005@gmail.com>

I have reached out to a GC and an engineer that I have worked with about the sign because plans need to be drawn and permitting requirements.

I have a quote from a mason that I work with...Labor to demo existing, dig/pour footer, install block/steel, install post caps and stone, install tile if needed. Does not include plans, permit, lettering. Final quote once plans are drawn. \$28,520

Sincerely,

Jennifer, Certified Automated Gate Operator Installer



J and W Gate Services, LLC.

Ocoee, FL

321-239-4770

--

Chris Walker

407-790-9732

chriswalker2005@gmail.com

INVOICE



John maldonado
Man-Up LLC

BILL TO
Cross Creek of Ocoee

INVOICE # 820
INVOICE DATE 03/01/2023

DESCRIPTION	AMOUNT
BOD of Cross Creek, based on our conversation and a site visit, the estimated cost of replacement of the front sign is 35-45,000. The range is based on the varying cost of sub-contracting the masonry work.	0.00
TOTAL	\$0.00

A handwritten signature in black ink, appearing to read "John Maldonado", is written over the signature line.

Thank you | **TERMS & CONDITIONS**
Payment is due within 30 days

CBA Home Improvement
5905 Oakmont Lane
Lakeland, FL 33812
863-698-5481

ESTIMATE

Erin Doepke
Cross Creek Ocoee 227 Bridge Creek Blvd
Ocoee, FL

Estimate # 0736644
Estimate Date 03/26/2023

Item	Description	Unit Price	Quantity	Amount
Service	1. Proposed masonry design provided by customer to demo old and construct new entry wall and signage. Estimated cost of \$53,500.00 2. New signage and design with aluminum base structure and signage. Estimated cost \$28,275.00 3. Repair existing structure to original condition. Estimated cost \$6,350.00			
NOTES: Should you have any questions please feel free to contact me directly. Best Regards, Jarrod Smith CBA Home Improvement 863-698-5481				
		Subtotal		0.00
		Total		0.00
		Amount Paid		0.00
		Estimate		\$0.00

RECEIVED
3/9/23



Fiscal Year 2022/2023

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

Deadline to submit applications is March 17, 2023 by 5 p.m.

Program Description

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

Who is Eligible?

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

Homeowner Associations and Non-HOA's may only apply for grant funds every other year.

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

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

Additional Required Documents

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

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

Eligible Projects

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

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

REMOVE THIS PAGE BEFORE SUBMITTING YOUR APPLICATION

Application Process

- (1) All applicants are strongly encouraged to contact Community Relations at 407-905-3100, x-1530 with any questions while completing their application. If a neighborhood seeks to submit a grant, a representative from the City may assist the neighborhood upon request in preparing the grant.
- (2) Grant applicants must identify all permits required to complete the project and all permit costs should be reflected in the project budget summary.
- (3) Applicants must submit at least two (2) and no more than five (5) photos showing the physical location of their project. These will be considered "Before" photos. Once grant recipients are chosen, they will also be required to submit 2-5 photos depicting workdays. These will be considered "During" photos. Lastly, 2-5 photos showing the final product or end result of the grant will be required as the "After" photos.
- (4) Each organization must submit three (3) written quotes for any cost of more than \$1,000 on a proposed project. The applicant doesn't have to go with the lowest quote, as long as there is a valid reason for using another business.
- (5) **Grant Application Due: March 17, 2023 no later than 5 p.m.** Applications must have original signatures. No faxed proposals will be accepted.

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

- (6) **City Commission Approval** – Grant applicants will be notified if their application was approved to begin their improvement projects.
- (7) **Project Deadline: August 25, 2023.** Projects shall be completed. All paid invoices, cancelled checks and proof of purchase documents must be submitted to the City for grant reimbursement along with the required "During and "After" photos.

REMOVE THIS PAGE BEFORE SUBMITTING YOUR APPLICATION

**City of Ocoee
Neighborhood Matching Grants Program**

PLEASE PRINT OR TYPE

Name of Neighborhood: Forest Ridge

Project Leader: Dorothy Schmidt

Address for Project Leader: 115 Laurel ridge ave

Project Leader (Cell) 407-666-3417 (Home) _____

Email Address: dschmidt0717@yahoo.com

What is the name of your proposed project?

- 1) ☒ Entry Beautification and Identification
- 2) ☐ Open Space and Common Area Enhancements
- 3) ☐ Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

Lakwood blvd and laurel ridge avenue. We would like to plant podocarpus trees
along the entry way on the open side of the street where there are no houses

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

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

When was it formed? 2003 How many members are in the association? 57 homes

Are the members all homeowners in the neighborhood? No

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

President - michael kimbrough, VP - Dorothy Schmidt, Finance - George Coote

How does the association elect its leadership? When and how often are elections held?
once a year, by nominations

If your neighborhood does NOT have an HOA:

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

How many members are in the group? _____

How many homes are in your neighborhood? 57

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

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

Briefly describe the proposed project: We would like to plant established podocarpus trees along the entryway along laurel ridge avenue to help with the beautification of our neighborhood. We tried planting smaller trees but they did not survive because they were not large enough to take root.

List the project goals:

- (1) Plant podocarpus along laurel ridge avenue
- (2) try to get sprinkler system to water the trees
- (3) _____

What is the location of the proposed project? (Attach 2-5 photos documenting existing conditions of the project site)
Along entry of Laurel Ridge Avenue

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

For physical improvements, will it be located on:

Public Right-of-Way: yes

Private Property: no

Common Area Owned by the Homeowners Association: Yes

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

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

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on 03/01/2023 (date), and attached are the minutes/letter reflecting this vote.

Michael Kimbrough

Print name of person preparing application

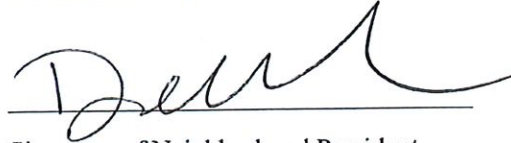


Signature of person preparing application

Date: 3/1/2023

Dorothy Schmidt

Signature of Project Leader



Signature of Neighborhood President

Date: 03/01/2023

Forest Ridge Community Ocoee HOA
Meeting Agenda
March 01, 2023, 7:30 P.M.

Agenda

Old Business

1. Search For New Community Management Company
2. Southwest Community Management Company Changing Banks

Financials

New Business

City Of Ocoee Beautification Grant

Forest Ridge Community Ocoee HOA
Meeting Minutes
March 01, 2023 7:30 P.M

Attendance: Board Members, Michael Kimbrough President, Dorothy Schmidt Vice President, George Coote Treasurer

Old Business

Meeting was held via Conference call initiated by President Michael Kimbrough at 7:32 P.M March 01, 2023. The President informed the other members of the board, of his dissatisfaction with current community management company Southwest Properties Management. Southwest appears to be making significant changes without informing the Forest Ridge Board members in a timely manner. Funds were moved to open new bank account for the Forest Ridge Community HOA without going through proper process. Southwest has implemented a new payment system for HOA assessment which are causing homeowners confusion on where and how to pay assessment.

The board all agreed that it was time to beginning looking for a new management company. The president (Michael) will begin seeking out new company.

Motion was made by the Treasure (George) to begin the process immediately of finding a new management company, Second by Vice President (Dorothy)

Southwest Property Management Company uses Cogent Bank for their invoice payment system. Forest Ridge Community HOA has always used Centennial Bank. Due to the recent changes Southwest properties has made, we now have funds in two different banks. It was agreed upon by all board members, to seek out a new bank in put all the Forest Ridge Community HOA Funds in one bank. George will begin seeking out which bank to consider.

Financial Report as of March 01, 2023

Cogent Bank: Operations Funds 27,435.20 Reserve Funds 10,020.11 Total \$37,455.31

Centennial Bank: Operations Funds \$27,113.58 Reserve Funds \$16,542.05 Total \$43,655.63

New Business

Vice President (Dorothy) informed the board that the City of Ocoee was offering a grant to HOA Communities to help them secure their communities and do some beautification projects. The grant has a limit of \$2,000.00, with matching funds. The board discussed the immediate need of the community to put up a fence in the back of the HOA for more security, we also discussed putting in plants at the front of the community to provided more privacy from the adjacent none HOA property. The board agreed that the front entrance was an immediate need.

The President made a motion that the grant be submitted to the City of Ocoee for funds to beautify the front entrance by adding the privacy plants. It was second by the Vice President.

Motion was made to adjourn the meeting by the Treasurer and second by the President.

Meeting was adjourned at 8:15pm











Guillermo Valle Lawn Care CORP

Our Address- 2511 Valhalla DR, Tavares, FL, 32778

Phone Number - 407-259- 7151

Date-03/11/23

Description- Qoute

●77 borbonia plants

●4 yards of red mulch

●Delivery and labor

Total:\$1645.00

Approval signature

&.

Date



Remodeling & Landscaping, Inc.

8809 Mescalero Street
Orlando, Florida 32829
(407) 273-0551
Cell (407) 739-8809

Proposal- Acceptance

Proposal ID: 232015

SUBMITTED:	DATE:	
Forrest Ridge at Ocoee H.O.A.	3-10-23	
STREET:	JOB NAME:	
	PLANTS	
CITY, STATE AND ZIP CODE:	JOB LOCATION:	
Ocoee, FL	ENTRANCE TO H.O.A.	
PHONE:	JOB/FAX PHONE:	PROJECT DIRECTOR:
(407) 656-0974		(Southwest Property Management)
WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:		

SUPPLIE AND INSTALL 7 GAL. PLANTS:

- Supply and install (65) 7 GALLON Portulpus Plants at entrance.
- Supply and install 3 yards of mulch.
- Watering for two month.

PRICE INCLUDES LABOR, PLANTS. MULCH AND WATERING TO
COMPLETE\$4,322.00



Remodeling & Landscaping Proposal - Acceptance

NOTE: Price does not included

The quoted cost(s) does not include any taxes or permit fees, if applicable.
If permit is, needed H.O.A. will have to pull accrue the fees.

Thank you for the opportunity to submit this quote and we look forward to serving you.

WE PROPOSE HEREBY TO FURNISH MATERIALS COMPLETE IN ACCORDANCE WITH ABOVE
SPECIFICATIONS. FOR THE SUM OF:

As Above, plus applicable taxes. **DOLLARS (\$) + TAX \$ 4,322.00**

PAYMENT TO BE MADE AS FOLLOWS:

Balance upon completion **\$ 4,322.00**

All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the amount set forth above. We shall not be responsible for delays caused by strikes, accidents, or other contingencies beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's Compensation Insurance.

AUTHORIZED SIGNATURE:

Note: We may withdraw this proposal if not
Accepted within **30 Days.**

ACCEPTANCE OF PROPOSAL:

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

SIGNATURE:

DATE OF ACCEPTANCE:

SIGNATURE:

LEE JANZEN DR SWEET BAY CT. WATER LILY LA. INDIGO BAY DR.

1831, 1829, 1827, 1825	1403, 1401, 1400	1400, 1404, 1403, 1407	2834, 2833, 2832, 2831
1823, 1821, 1819, 1820		1405, 1411, 1409	2827, 2828
1818, 1817, 1801, 1802			
1790, 1787, 1783, 1786			
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1767, 1766, 1765, 1763			
1760, 1757, 1755, 1758			
1753, 1756, 1754, 1749			
1746, 1738, 1737, 1736			
1735, 1733, 1730, 1734			
1725, 1725, 1726, 1728			
1718, 1719, 1720, 1717			
1716, 1714, 1715, 1706			
1708, 1704			

TOTAL TO BE PAINTED (74) AND (8) TO BE REPAIRED

REPAIR 1809, 1810, 1773, 1774, 1772, 1771, 1723 AND 2836 ON Indigo Bay

<u>KISSIMMEE BAY CIR.</u>	<u>ELSIE PARK</u>	<u>BRIDGET'S CT.</u>
2800, 2799, 2798, 2797, 2796, 2795, 2794, 2793, 2788	1700, 1708, 1704	1700, 1704, 1706, 1710
2787, 2782, 2783, 2781, 2779, 2769, 2770, 2764, 2767	1716, 1722, 1721	1708, 1714, 1722, 1724
2763, 2765, 2761, 2762, 2760, 2759, 2756, 2755, 2750	1723, 1713, 1715	1726, 1728, 1730, 1732
2749, 2751, 2742, 2743, 2744, 2740, 2733, 2737, 2738	1709, 1711, 1707	1733, 1729, 1727, 1705
	1701, 1703	1701, 1703

REPAIR: 2761 & 2762

1708, 1704, 1722	1704, 1706, 1724, 1726
1721, 1723, 1709, 1711	1729, 1727, 1705, 1701
	1703

TOTAL TO BE PAINTED (68) AND (18) TO BE REPAIRED

MJ Lawn Care and More LLC
 Contact: Carol 321-443-5587
 Davenport, FL 33837
 Cash App: \$MJLawnCareAndMoreLLC
 Zelle: 321-443-5587

Dorothy Schmidt for Forest Ridge Subdivision/Ocoee
 111 Laurel Ridge Ave 34761

		per bush	1430.00
100 bags mulch	Material cost	3.33 per bag	333.00
Labor	8hr job		500.00
			\$2263.00
		Paid	0.00
			0.00

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RECEIVED
3/17/23 11:35 AM

Fiscal Year 2022/2023

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

Deadline to submit applications is March 17, 2023 by 5 p.m.

**City of Ocoee
Neighborhood Matching Grants Program**

PLEASE PRINT OR TYPE

Name of Neighborhood: Prairie Meadows
Project Leader: Amanda Sharpe
Address for Project Leader: 1437 Prairie Meadows way Ocoee FL 34761
Project Leader (Cell) 609 550 8205 (Home) _____
Email Address: asharpe117@yahoo.com

What is the name of your proposed project?

- 1) ☒ Entry Beautification and Identification
2) ☐ Open Space and Common Area Enhancements
3) ☐ Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

Improvement of front entry off Prairie Meadows way and
Ocoee Vista by landscaping and plants improvement.

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

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

When was it formed? 08/2022 How many members are in the association? 3

Are the members all homeowners in the neighborhood? yes

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

Anna Marinuz Hodgson, President Gran Morales, Treasurer
Amanda Sharpe, VP

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

Meetings are held every other month via zoom. Leadership
is voted into office yearly in August.

If your neighborhood does NOT have an HOA:

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

How many members are in the group? _____

How many homes are in your neighborhood? _____

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

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

Briefly describe the proposed project: Our neighborhood just had the irrigation dug up and repaired throughout the whole community. We are seeking the grant to put towards landscaping in the front entrance (after damage from pipe burst) along with other areas compromised from irrigation repair.

List the project goals:

- (1) Improve overall appearance of the front entrance.
- (2) Add landscaping throughout community to "beautify".
- (3) Improve overall areas that are public to promote community.

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

front entrance sign and across the street. Other areas by parking, mailbox and playground to be improved as well to improve appearance of the community.

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

For physical improvements, will it be located on:

Public Right-of-Way: Prairie Meadows Sign (back villa + Prairie Meadows)
and other side of entrance across.

Private Property: _____

Common Area Owned by the Homeowners Association: Approved by HOA.

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

March 16, 2023

Dear City of Ocoee- Grant Program,

We are submitting this request on behalf of the Prairie Meadows Community. The Board is submitting with the support of the community. These signatures will be reflected and ratified in the minutes of the next HOA meeting, in April which will be available by request after the date. This submission is for landscaping improvements of neighborhood front area and other public areas in the community in collaborations with the approved community landscaping company, LawnMakers. The goal of the improvements is to improve the appearance of public areas while promoting a sense of pride in our community.

Thank you for considering our community,

The Prairie Meadows Board



Anna Martinez Hodgson, President

Gean Morales (e-signature)

Gean Morales, Treasurer



Amanda Sharpe, Vice President



landscaping to approve around sign



Remulching of
public area
after irrigation
repair



corner
of
front
entrance
to
improve

LawnMakers

5913 Rywood Dr
Orlando, FL 32810 US
407.702.5984
lawnmakers@hotmail.com



Estimate

ADDRESS
Prairie Meadows HOA
2057 Milkweed St
Ocoee, FL 34761

ESTIMATE 57496
DATE 03/17/2023
EXPIRATION DATE 03/17/2023

ACTIVITY	QTY	RATE	AMOUNT
LI Landscape installation for the entrance. This is per our discussion and designs for the beautification of the entrance of the property and some other areas.	1	4,000.00	4,000.00
TOTAL			\$4,000.00

Accepted By

Accepted Date

Proposal for Extra Work at Prairie Meadows

Property Name	Prairie Meadows	Contact	Dean Garrow
Property Address	2057 Milkweed St Ocoee, FL 34761	To	Meritage Homes of Florida Inc
		Billing Address	5337 Millenia Lakes Blvd Ste 160 Orlando, FL 32839
Project Name	Prairie Meadows Community Beautification		
Project Description	Enhancement of community entrance areas.		

Scope of Work

QTY	UoM/Size	Material/Description
1	EACH	Installment of landscape in community entrance area. Addition of palm trees, annual and biennial plants. Installment of mulch to make area stand out and enhance appearance of community entrance.

For internal use only

SO# 7993578
JOB# 460400270
Service Line 130

Total Price \$4,150.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
4777 Old Winter Garden Road, Orlando, FL 32811 ph. (407) 292-9600 fax (407) 291-4966

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature	Title	Property Manager
Dean Garrow		
Printed Name	Date	March 15, 2023

BrightView Landscape Services, Inc. "Contractor"

Signature	Title	Account Manager
Thomas Bosley		
Printed Name	Date	March 15, 2023

Job #: 460400270

SO #: 7993578

Proposed Price: \$4,150.00

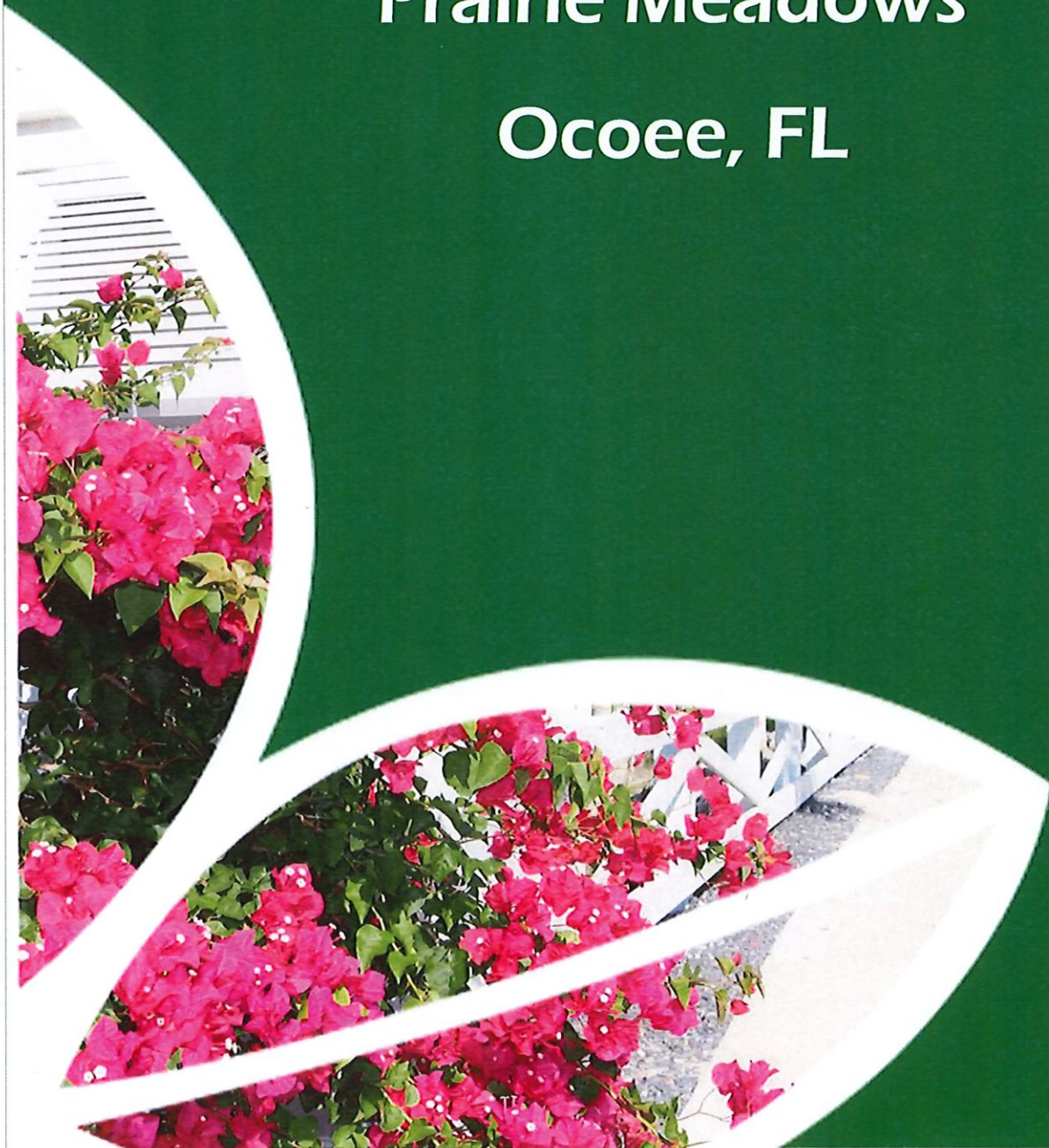


Juniper

DESIGN | BUILD | MAINTAIN

Prairie Meadows

Ocoee, FL





Dear Gean:

Thank you for the opportunity to be a part of your landscape maintenance contract bidding process for Prairie Meadows. At Juniper, we understand that each project is unique because no two clients are the same. We bring a straightforward, focused analysis to each property's individual needs. Our commitment to quality, dependability, and industry best practices drives us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow.

Juniper has been servicing communities throughout Florida for over 20 years and our skilled teams are dedicated to your landscape initiatives.

We look forward to having the opportunity to work with you and to discuss the enclosed information. If you have any questions, please contact me at (407)-592-7882.

Thank you,

Kenny O'Dell
Client Relations Manager
(407)-592-7882
Kenny.O'Dell@juniperlandscaping.com
Junipercares.com

Submitted by:
Kenny O'Dell
Client Relations Manager
(407)-592-7882



Estimate

ADDRESS
Prairie Meadows HOA
2057 Milkweed St
Ocoee, FL 34761

ACTIVITY	QTY	RATE	AMOUNT
Beautification of Prairie Meadows Community entrance with palm trees, flower plants, preparation of ground, mulching, and irrigation adjustments. Estimate includes changeout or coverage of plants for up to a year.	1	4,000.00	4,000.00
TOTAL			\$4,000.00

Accepted By

Accepted Date

Prairie Meadows Homeowners Association, Inc.

A Corporation Not-For-Profit

Board of Directors Meeting

Notice is hereby given that a meeting of the Board of Directors of Prairie Meadows Association, Inc. was held at the following date, time and place for purposes stated herein.

Date: April 10, 2023

Time: 6:30PM

Place: Prairie Meadows Playground Area

Minutes

- CALL TO ORDER AT 6:34 PM by President, Anna Martinez
- ESTABLISH QUORUM All Board Members present- Anna Martinez, President, Amanda Sharpe, Vice President, Gean Morales, Treasurer
- PROOF OF NOTICE
 - Signage went up in the community: Posted on Mailbox Friday, April 7, 2023

New Business:

- A motion was made by Amanda Sharpe to approve the application for the grant to beautify the community at an estimated expense of \$4,000.00. A second was made by Anna Martinez.
- The floor was opened for comments and questions re: the motion on the floor from the members present.
- A vote was made by the Board of Directors on the motion to approve the application for the grant from the City Of Ocoee to beautify the community and main areas in the community at the estimated expense of \$4,000.00. Motion carried unanimously

With no further business to address the meeting was adjourned by President Hodgson at 7:45PM.

Respectfully submitted by Vice President Amanda Sharpe



Fiscal Year 2022/2023

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

Deadline to submit applications is March 17, 2023 by 5 p.m.

Program Description

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

Who is Eligible?

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

Homeowner Associations and Non-HOA's may only apply for grant funds every other year.

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

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

Additional Required Documents

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

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

Eligible Projects

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

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

REMOVE THIS PAGE BEFORE SUBMITTING YOUR APPLICATION

Application Process

- (1) All applicants are strongly encouraged to contact Community Relations at 407-905-3100, x-1530 with any questions while completing their application. If a neighborhood seeks to submit a grant, a representative from the City may assist the neighborhood upon request in preparing the grant.
- (2) Grant applicants must identify all permits required to complete the project and all permit costs should be reflected in the project budget summary.
- (3) Applicants must submit at least two (3) and no more than five (5) photos showing the physical location of their project. These will be considered "Before" photos. Once grant recipients are chosen, they will also be required to submit 2-5 photos depicting workdays. These will be considered "During" photos. Lastly, 2-5 photos showing the final product or end result of the grant will be required as the "After" photos.
- (4) Each organization must submit three (3) written quotes for any cost of more than \$1,000 on a proposed project. The applicant doesn't have to go with the lowest quote, as long as there is a valid reason for using another business.
- (5) **Grant Application Due: March 17, 2023 no later than 5 p.m.** Applications must have original signatures. No faxed proposals will be accepted.

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

- (6) **City Commission Approval** – Grant applicants will be notified if their application was approved to begin their improvement projects.
- (7) **Project Deadline: August 25, 2023.** Projects shall be completed. All paid invoices, cancelled checks and proof of purchase documents must be submitted to the City for grant reimbursement along with the required "During and "After" photos.

REMOVE THIS PAGE BEFORE SUBMITTING YOUR APPLICATION

**City of Ocoee
Neighborhood Matching Grants Program**

PLEASE PRINT OR TYPE

Name of Neighborhood: Remington Oaks HOA

Project Leader: Candance Harrison

Address for Project Leader: 2108 Hargate Ct, Ocoee, FL. 34761

Project Leader (Cell) 407-252-7639 (Home) _____

Email Address: charrison@sentrymgt.com

What is the name of your proposed project?

- 1) ☐ Entry Beautification and Identification
- 2) ☐ Open Space and Common Area Enhancements
- 3) ☒ Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

Security lighting in the parking lot of the community pool

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

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

When was it formed? 1999 How many members are in the association? 140

Are the members all homeowners in the neighborhood? Yes

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

President, VP, Secretary

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

Elections are held annually to appoint members of the HOA board.

If your neighborhood does NOT have an HOA:

Do you have an active neighborhood group? N/A When was it organized? N/A

How many members are in the group? N/A

How many homes are in your neighborhood? N/A

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

N/A

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

Briefly describe the proposed project: Requesting \$2,000 to assist with the installation of security lighting. The contract will be with Mr. Electric for a total price of \$4,163.36.

List the project goals:

- (1) Provide lighting to a non-lighted parking lot
- (2) Increase security for the area by introducing lighting
- (3) Provide safety while transiting the are at night

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

The project is located in the parking lot of 2108 Hargate Ct. pool parking lot.

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

For physical improvements, will it be located on:

Public Right-of-Way: _____

Private Property: 2108 Hargate Ct, Ocoee, FL. 34761

Common Area Owned by the Homeowners Association: Yes

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

Approved by the HOA Board.

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

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on 01/2023 (date), and attached are the minutes/letter reflecting this vote.

Tim Alcuri

Print name of person preparing application

TAlcuri

Signature of person preparing application

Date: **3-17-2023**

Candace Harrison

Signature of Project Leader

TAlcuri

Signature of Neighborhood President

Date: **3-17-2023**

Billing Address
Remington Oaks
2108 Hargate Court
Ocoee, FL 34761 USA

Job Address
Remington Oaks
2108 Hargate Court
Ocoee, FL 34761 USA

Estimate Details

Parking Lot Light

Task #	Description	Quantity	Standard Price	Your Price	Your Total
MRE482	DISPATCH FEE - WAIVED	1.00	\$0.00	\$0.00	\$0.00
MRE227	HOME SAFETY CHECK - NO CHARGE	1.00	\$0.00	\$0.00	\$0.00
ZZ-MRE442	MISCELLANEOUS LIGHTING RETROFIT	1.00	\$281.25	\$239.06	\$239.06
MRE594-2	PROVIDE AND INSTALL FIXTURE - BASIC SECURITY LIGHT	1.00	\$693.30	\$599.31	\$599.31
MRE107	3 #12	125.00	\$12.80	\$10.88	\$1,360.00
	- Install wiring into an existing conduit sized 1/2" or larger.				
MRE334	Conduit ONLY, per 10 linear foot	125.00	\$17.65	\$15.00	\$1,875.00
	- Install all conduit, fittings, supports, and straps for 3/4" conduit.				
MRE221	MR ELECTRIC 1 YEAR PLAN	1.00	\$89.99	\$89.99	\$89.99
	- The Mr Electric Advantage Plan provides an immediate 15% off all products and services for 1 year, extends the warranty period to two years, and provides preferential placement on the schedule.				
	- Do you have any other non-electrical needs? Mention your Advantage Plan to Mr. Handyman and participating locations will give you 5% off.				
	- Call 5-STAR painting for all your painting needs. Select locations will provide a 10% discount in conjunction with your Advantage Plan.				
	- NEIGHBORLY.com - Check out all our amazing brands. We can cover your whole home!				

Member Savings	\$707.43
Sub-Total	\$4,163.36
Tax	\$0.00
Total	\$4,163.36

Thank you for choosing Mr. Electric of Winter Garden!

IMPORTANT NOTICE: You and your contractor are responsible for meeting the Terms and Conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose legal ownership rights to your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks. Nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Mr. Electric® or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Mr. Electric to perform proposed work and agree to all agreement conditions as displayed and further acknowledge that this invoice is due upon receipt. A monthly service charge, at maximum allowed by law, will be added after 10 days. Independently owned and operated franchise. Amount to Authorize: \$4,163.36

TERMS AND CONDITIONS

It is agreed that Mr. Electric® is not responsible for the following: 1. Damage caused to the customer's property as a result of obtaining access to and exposing wiring and electrical systems. 2. Additional electrical work beyond that specifically mentioned in this estimate and proposal including, but not limited to, that which may be required because of pre-existing electrical code violations or additional work revealed to be necessary as a result of performing the specified work. 3. Any repairs, installation, removal or replacement of non-electrical items or activities including but not limited to: concrete, paving, asphalt, slabs, sidewalks, driveways, patios, pools, shrubbery, grass lawns, fences, plumbing and fixtures, painting, decorations, plastering, sheetrock and other wall coverings, glass, carpentry, millwork, cabinets, floors, carpeting, floor surfaces and preparation, roofing, flashing, sheet metal gutters, downspouts, brick, stonework, extension walls, steel and other framework. Customer accepts full responsibility for the prompt payment of all costs of this agreement even though customer may intend to obtain reimbursement from others such as landlords, tenants, insurance companies and tortfeasors. This proposal and said specifications shall not be altered or modified except by written agreement between the parties hereto and verbal understandings and agreements with representatives shall not be binding unless set forth herein.

LIMITED SERVICE WARRANTY Mr. Electric warrants, to the extent stated herein, electrical service or repair furnished by it. The stated period of warranty commences upon installation or repair of wiring or electrical system. Purchaser understands that Mr. Electric's liability under this warranty is limited to repair, replacement, or refund of purchaser's money, and does not extend to property damage resulting from overload or misuse of electrical system which fails during the agreed upon warranty period. This warranty gives you specific legal rights. You may also have other rights, which vary from state to state.

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

CALIFORNIA RESIDENTS ONLY NOTICE TO OWNER

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a 'Preliminary Notice.' Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project. To insure extra protection for yourself and your property, you may wish to take one or more of the following steps: (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity. (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar. (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional 'Waiver and Release' forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the 'Waiver and Release' forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the person signing these releases loses the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete. To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the 'Waiver and Release' form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded 'Release of Mechanics' Lien' signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property."

TEXAS RESIDENTS ONLY NOTICE TO OWNER

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints



Service Estimate

March 16, 2023

From: Jaquisha Nelson
To: Tim Alcuri

Job Name: Remington Oaks HOA
Subject: Light Pole

We propose to furnish all labor and material for the sum of **\$4,800.00** as specified by the following scope:

1. Install (1) 20' fiberglass light pole in the parking lot.
2. Use existing power from the closest flood light on the side of the building.
3. Dig an 18" trench by hand approx. 20ft to the designated location of the light pole.
4. Run PVC conduit from the flood light to the light pole.
5. Pull wire and back fill trench.
6. Terminate all connection points.
7. Includes pulling permit.
8. Not responsible for any landscape repairs.
9. All work to be done during normal business hours (Mon thru Fri) unless otherwise noted.

Payment Terms: Due upon completion of work.

Thank you for the opportunity to provide you with this proposal. Bright Future Electric, LLC will provide a complete installation according to manufacturer's recommendations and in a neat and workmanship like manner. This proposal is valid for 30 days from the above date.

Sincerely,

Jaquisha Nelson

Jaquisha Nelson – Service Estimator – (407) 287-2638 – JaquishaN@brifutelectric.com

Customer Signature: _____ Date: _____

Print Name: _____ Title: _____



Tim Alcuri <timalcuri@gmail.com>

parking lot lighting

Veronee, Billy <BVeronee@ci.ococoe.fl.us>
To: "Timalcuri@gmail.com" <Timalcuri@gmail.com>

Thu, Mar 16, 2023 at 1:43 PM

PROPOSAL

SCOPE: Supply and install Solar All In One Street Light.

Light will be mounted and installed on a 18'x2" metal pole concreted in the ground light is adjustable to luminate parking lot without interfering with neighbors.

Cost: one light installed \$3500.00 or two for \$5500.00 price includes material and labor.
50% deposit for materials and shipping.

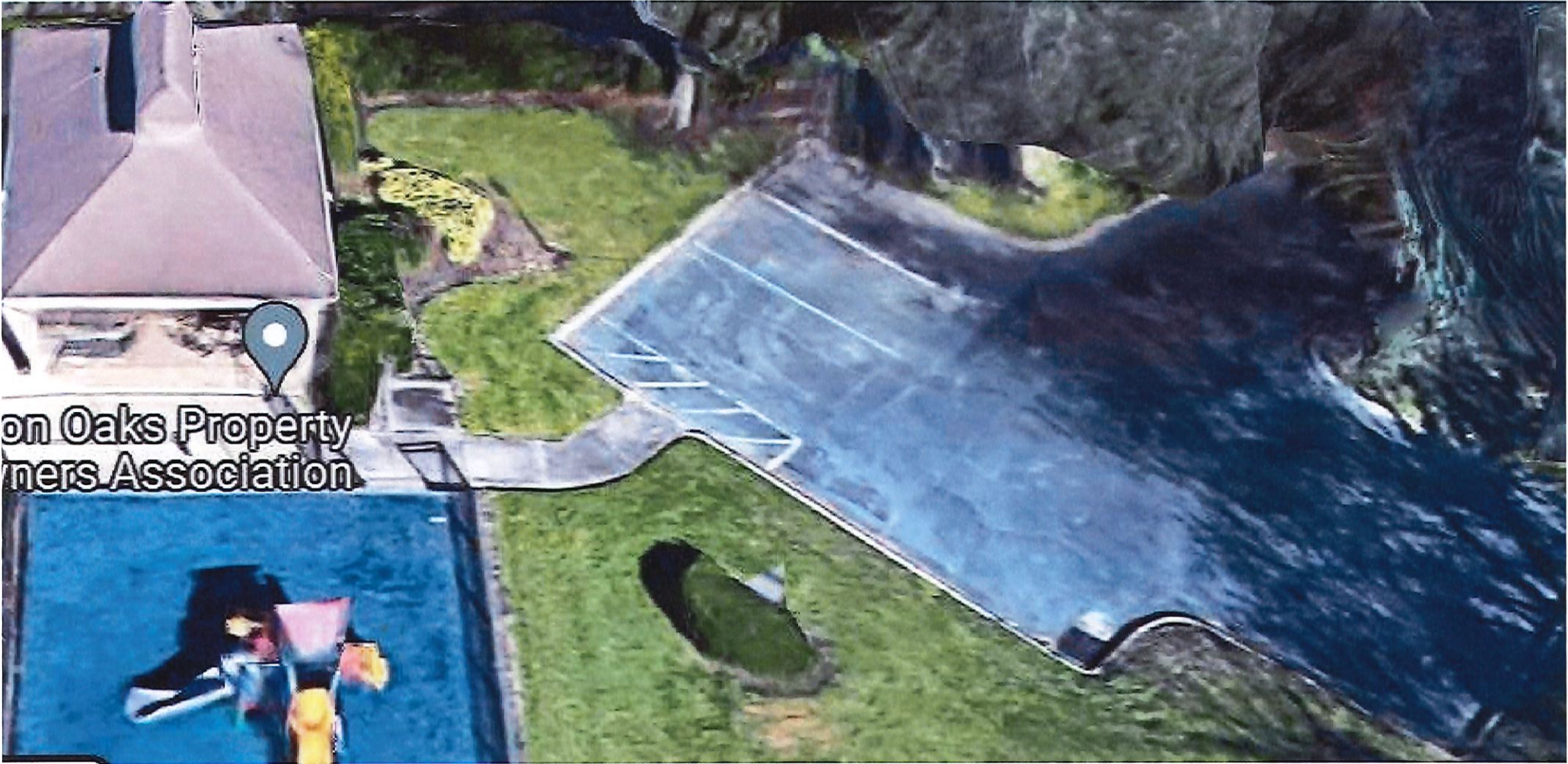
Please see attached spec sheet for lighting details.

Thank you and feel free to contact me Billy Veronee 407-353-1415



APEX Solar All in One PRO Street Light.pdf
5011K





Approximately
70 feet from
street to the pole.
Light will be
approximately 12
feet 12-15 tall on
an existing pole.

Hargate Ct



Remington Oaks Property
Owners Association



**REMINGTON OAKS PROPERTY OWNERS ASSOCIATION
ORGANIZATIONAL/BOARD OF DIRECTORS MEETING**

JANUARY 19, 2023

IMMEDIATELY FOLLOWING ANNUAL

Online Via Teams

1-321-754-9506

Phone Conference ID: 735 050 854#

<https://tinyurl.com/bde3pntt>

MEETING MINUTES

Attendees: Tim Alcuri-President
Rolando Vargas- Vice President
George Silva- Secretary

Candace Harrison LCAM Sentry Management

Tim Alcuri called the meeting to order at 7:02pm.

Approval of the Meeting Minutes: Tim Alcuri motioned, George Silva seconded, to approve the minutes of the October 20, 2022 meeting as PRESENTED. Motion passed; All in favor.

Election of Officers: Tim Alcuri motioned; George Silva seconded to have the position remain the same. Motion passed; All in favor.

Tim Alcuri-President
Rolando Vargas- Vice President
George Silva- Secretary

**Manager's Report:
Completed Actions**

- Entrance light repairs

Community Site Visits

12/21/22- Checked on violations for the attorney for the home on Applegate

Tim Alcuri motioned; George Silva seconded to send account 000097 to the attorney for covenant enforcement violations. Motion passed; All in favor.

Management advised the Board about Sentry's new Smartform ARC process. Board wishes to set it up.

Tim Alcuri motioned: George Silva seconded to apply of the City of Ocoee matching grant for parking lot lights at the pool. Motion carried; All in favor.

Treasurer's Report: Candace Harrison reviewed December 2021 financial with the Board.

Operating- \$47,057.17

Reserves \$79,470.76

Total Assets \$138,148.33

Over budget by \$2,784.37 for the year.

No changes by the Board or questions.

Unfinished Business

None at this time

New Business

None at this time

Owners Forum (if on the agenda)

Board would like a meeting with Pat from Truscage.

George Silva motioned; Rolando Vargas seconded to remove Tommy Davis from the ARC as he is not actively involved. Motion passed; All in favor.

Action Items:

Find out if the board is allowed to allow homeowners to install paver driveways or if it needs a membership vote and considered a material alteration.

Adjournment: Tim Alcuri motioned; Rolando Vargas seconded, to adjourn the meeting at 7:37 PM. Motion passed; All in favor.



Fiscal Year 2022/2023

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

Deadline to submit applications is March 17, 2023 by 5 p.m.

Program Description

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

Who is Eligible?

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

Homeowner Associations and Non-HOA's may only apply for grant funds every other year.

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

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

Additional Required Documents

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

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

Eligible Projects

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

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

REMOVE THIS PAGE BEFORE SUBMITTING YOUR APPLICATION

City of Ocoee
Neighborhood Matching Grants Program

RECEIVED

03/16/23

PLEASE PRINT OR TYPE

Name of Neighborhood: Silver Glen
Project Leader: MIKE BARNETTE
Address for Project Leader: 338 Sterling LK Dr
Project Leader (Cell) 4075905518 (Home) _____
Email Address: BGH2LIS@yahoo.com

What is the name of your proposed project?

- 1) ☒ Entry Beautification and Identification
2) ☐ Open Space and Common Area Enhancements
3) ☐ Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

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

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

When was it formed? 1990 How many members are in the association? 240

Are the members all homeowners in the neighborhood? YES

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

PRESIDENT, VICE PRESIDENT, SECRETARY, TREASURER, DIRECTOR-AT-LARGE

How does the association elect its leadership? When and how often are elections held?
MEMBERSHIP VOTE DURING ANNUAL MEMBERSHIP MEETING & ELECTION

If your neighborhood does NOT have an HOA:

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

How many members are in the group? _____

How many homes are in your neighborhood? _____

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

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

Briefly describe the proposed project: Per phone conversation with Applicant To install plants
at front entrance.

List the project goals:

(1) Refreshen the front entrance

(2) _____

(3) _____

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

Front entrance

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

For physical improvements, will it be located on:

Public Right-of-Way: _____

Private Property: _____

Common Area Owned by the Homeowners Association: _____

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

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

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

Mike Bourrette

Print name of person preparing application

M. Smith

Signature of Project Leader

M. Smith

Signature of Neighborhood President

Signature of person preparing application

Date: _____

Date: 3-13-23











**SILVER GLEN
BOARD OF DIRECTORS MEETING
MARCH 2ND, 2023
TOM ISOM CENTER
1701 Adair St
Ocoee FL 34761**

MEETING MINUTES

Attendees:

Michael Barnette- President
Louis Reis - Vice President
Abimael Sanabia - Secretary
Amy Bass - Treasurer (via telephone)

Joe Paladino - Sentry Management LCAM

The meeting was called to order at 7:01 pm. Notice was posted onsite more than 48 hours in advance.

Approval of the Meeting Minutes Abimael Sanabia motioned; Louis Reis seconded to approve the minutes of the 10/6/2022 meetings as presented. Motion passed: All in favor.

Open Forum:

Louis Reis advised that he will be speaking with representatives of the City of Ocoee about the installation of speed bumps and stop sign enforcement in the community.

Treasurer's Report:

The January 2023 financial report was provided to each member of the Board of Directors and there were no objections to its accuracy.

Manager's Report

The February 2023 financial report was provided to each member of the Board of Directors and there were no objections to its accuracy.

Unfinished Business

Tri Choice Landscaping Agreement (Ratify)

The board of directors unanimously ratified the prior approval to terminate GS Landscaping and contract with Tri Choice Landscaping.

Property & Liability Insurance (Ratify)

The board of directors unanimously ratified the prior approval to accept the proposals from Hillcrest Insurance for the 2023-2024 term.

New Business

Quality Irrigation Service

After a brief discussion, the board of directors confirmed that they would still allow Quality Irrigation Service to continue working for the community and will revisit later in the year. Tri Choice Services also performs irrigation inspections as part of their standard service agreement.

Grant Application

Michael Bamette made a motion to approve proceeding with the City of Ocoee grant application on behalf of the Silver Glen Homeowners Association. This would be for a matching grant up to \$2,000. This was seconded by Amy Bass and unanimously approved.

Next Meeting

The board discussed and agreed the next meeting of the board would be held at the local library beginning at 6:00pm.

Adjournment: There being no further business, the meeting was adjourned at 7:44pm



Estimate

PO Box 250
Ocoee, FL 34761
407.656.3223

westtreeservice@outlook.com

Date	Estimate #
3/7/2023	2023-7125

Name / Address	Work Address	P.O. No.
Silver Glen HOA Ocoee, FL 34761		

Description	Qty	Total
Remove on outside wall @ Silver Star entrance all old trees dying & Stump Grind		1,800.00
Remove on outside wall @ Clark entrance all old trees dying & Stump Grind		2,800.00
Price Includes removal of all debris WOOD CHIP REMOVAL IS AN ADDITIONAL COST Not responsible for any damage during the stump grinding (ex. underground piping & wiring)		
THIS PRICE IS IS GOOD FOR 30 DAYS		Total \$4,600.00

Web Site
www.westtreeservices.com

**LANDSCAPE
WORK ORDER
PROPOSAL**



**1155 OCOEE APOPKA RD
APOPKA, FL 32703
407-862-7800**

Silver Glen Proposal B:	DATE - 03/9/2023																																																				
SCOPE OF WORK:																																																					
This proposal is to install all the plant material at the front entrance top columns and replace the missing viburnums outside on Silver Star Rd side and add 2 pallets of sod down the end of the viburnum hedge on the right side and includes material cost, pickup, delivery, prep, installation, cleanup, waste removal & disposal fees.																																																					
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	200	Blue Daze			\$855.00																																																
	90	Croton Mammy			\$877.50																																																
	80	Croton Gold Dust			\$1,380.00																																																
	40	Arbicolos			\$390.00																																																
	150	Viburnum			\$1,462.50																																																
	2	pallets of Sod		\$1,250																																																	
	1	Plant Delivery		\$75.00																																																	
1	General Labor		\$1,280.00																																																		
TOTAL			\$7,924.37																																																		
NOTES																																																					

We propose hereby to furnish material and labor, complete and in accordance with the above specifications, for sum \$7,924.37 dollars. A 50% deposit is due upon acceptance of proposal and final payment is due upon completion unless other arrangements have been agreed to in advance. All work is to be completed in a professional workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the noted specifications will be executed only upon written orders and will become an extra charge over and beyond this estimate. In the event of non-payment, client shall assume all costs of collection including, but not limited to, cost of collection agency (s) and any and all attorney fees.

The above specifications, prices and terms/conditions are satisfactory and hereby accepted. Tri Choice Services, Inc. is authorized to do the work as specified and payment will be made as outlined above. This proposal is valid for 30 days from the date of this proposal.

CLIENT SIGNATURE

CLIENT NAME (Print)

DATE

**LANDSCAPE
WORK ORDER
PROPOSAL**



**1155 OCOEE APOPKA RD
APOPKA, FL 32703
407-862-7800**

Silver Glen:	DATE - 01/30/2025

SCOPE OF WORK:

This proposal is to remove 3 dead trees on the right side and the philodendron on the left side by the side walk and remove shrubs from both sides of the entrance and prep for new plant material at Clarke Rd side. Includes labor, cleanup, waste removal & disposal fees.	
---	--

UTILITY LOCATIONS		MATERIALS		
		QTY	DESCRIPTION	TOTAL
Tri Choice Services Inc., for the purpose of marking underground utilities (gas, phone, electric and water), has notified Sunshine Utility Location Services. The reference number is _____. Every effort will be made to avoid damaging underground utilities. However, despite Tri Choice Services best efforts, occasionally a utility service may be interrupted. Tri Choice Services will not be held responsible for any damage to the phone, electric, gas or water lines if they are not located and marked properly. This also includes invisible fences, TV cables, outdoor lighting, and other unmarked and buried items. Fees to repair any damage will be the responsibility of the client. The cost of relocating any items will be the client's responsibility. Plant material guarantee will be no longer than 90 days from planting date. For warranty to be valid, invoice must be paid in full according to terms and Tri Choice Services care instructions must be followed. Acts of God are not covered and warranty is void if plants are moved.		1	Shrub Removal by Clarke Rd side	\$2,000.00
		TOTAL		
				\$2,000.00

NOTES

--

We propose hereby to furnish material and labor, complete and in accordance with the as specification, for sum \$2,000.00 dollars. A 50% deposit is due upon acceptance of proposal and final payment is due upon completion unless other arrangements have been agreed to in advance. All work is to be completed in a professional workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the noted specifications will be executed only upon written orders and will become an extra charge over and beyond this estimate. In the event of non-payment, client shall assume all costs of collection including, but not limited to, cost of collection agency (s) and any and all attorney fees.

The above specifications, prices and terms/conditions are satisfactory and hereby accepted. Tri Choice Services, Inc. is authorized to do the work as specified and payment will be made as outlined above. This proposal is valid for 30 days from the date of this proposal.

CLIENT SIGNATURE

CLIENT NAME (Print)

DATE

City of Ocoee
Neighborhood Matching Grants Program

RECEIVED

03/15/23

PLEASE PRINT OR TYPE

Name of Neighborhood: SPRING LAKE RESERVE

Project Leader: KARIMAH ADDERLY

Address for Project Leader: 1848 VISTA MEADOWS DRIVE

Project Leader (Cell) 4075380836 (Home) _____

Email Address: springlaketreasurer@gmail.com

What is the name of your proposed project?

- 1) ☐ Entry Beautification and Identification
- 2) ☒ Open Space and Common Area Enhancements
- 3) ☐ Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

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

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

When was it formed? 4/20/2015 How many members are in the association? 3

Are the members all homeowners in the neighborhood? YES

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

Three member Board of Directors (BOD) - Officers are appointed by the BOD

Director & Pres - Darnell Barber-Moye; Director VP - Jan Jones; Director & Treas/Sec - Karimah Adderly

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

Directors serve a three year term. Terms are staggered with a term ex-
piring each year. Elections are held at the Annual Membership meeting
for the expiring director position.

If your neighborhood does NOT have an HOA:

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

How many members are in the group? _____

How many homes are in your neighborhood? _____

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

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

Briefly describe the proposed project: _____
Installing mulch and/or plant enhancements to the common areas
including playground. Removing dead and/or thinning plants along
exterior walls.

List the project goals:

- (1) Improve the neighborhood's streetscape;
- (2) Maintain community attractiveness; and
- (3) Promote community pride among residents

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

Entrance and open space along AD Mims Road, the community play-
ground and pool areas and pocket parks within the community.
(See highlighted area on attached site map)

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

For physical improvements, will it be located on:

Public Right-of-Way: No

Private Property: No

Common Area Owned by the Homeowners Association: YES

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

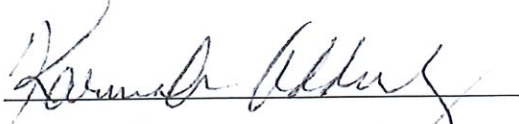
N/A

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

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on 3/13/2023 (date), and attached are the minutes/letter reflecting this vote.

KARIMAH ADDERLY

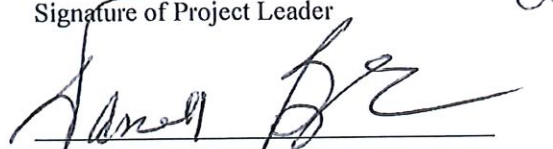
Print name of person preparing application


Signature of person preparing application

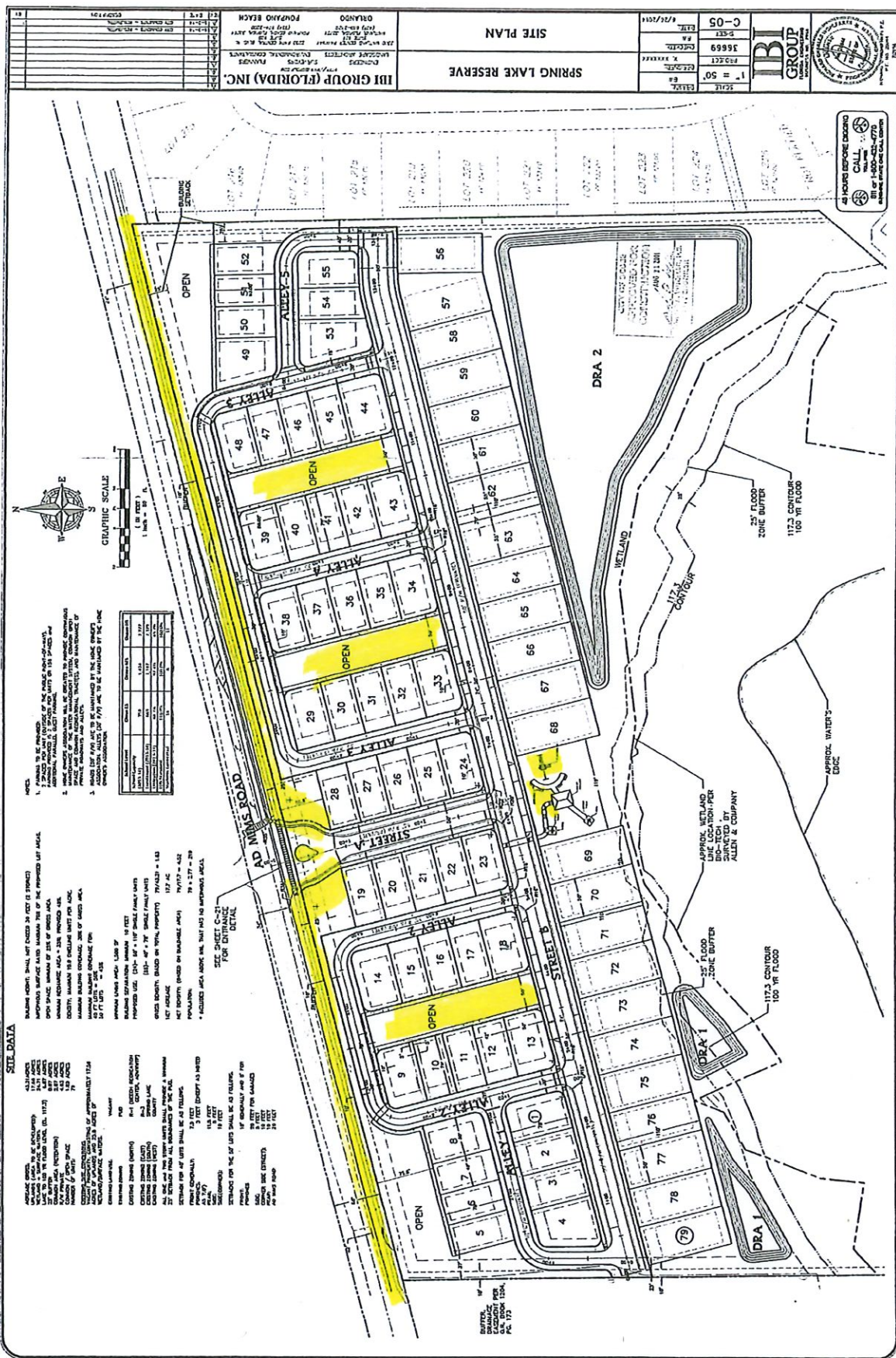
Date: 3/15/2023

KARIMAH ADDERLY

Signature of Project Leader


Signature of Neighborhood President
Darlene Barber Moya

Date: 3/15/2023



BEFORE PICTURES









ONE SOURCE
MANAGEMENT SOLUTIONS INC

Offices in SW Orlando and Longwood
PO BOX 915103
Longwood, FL 32791
P: 407.358.6696 F: 407.369.4290



Spring Lake Reserve
Board of Directors Meeting Minutes
Monday, March 13, 2023
6pm via ZOOM

Meeting called to order at 6:02pm

Establishment of a Quorum

Board members present: (via teleconference)

- Darnell Barber-Moye (President)
- Jan Jones (Vice President)
- Karimah Adderly (Treasurer/Secretary)

Proof of Meeting Notice: Emailed on posted on the unofficial FB page on March 9th, 2023

Application for Ocoee Neighborhood Matching Grant Program:

- Karimah Adderly, shared the application from The City of Ocoee and outlined the requirements to receive matching funds to allow for community beautification.
 - The deadline to submit the application is Friday, March 17th, 2023 at 5pm.
 - If approved, the grant will reimburse the community after submitting invoices and cancelled checks proving payment.
 - Also, if approved, the community must take pictures of the projects during the projects as well as after the projects.
- There were no other questions. Karimah Adderly, Treasurer/Secretary made a motion to submit an application to the Ocoee Neighborhood Matching Grant Program. The vote was unanimous by the Board.

Open Discussion:

- A question was asked about the status of the repair needed for the gate. The Board replied that there is a supply chain shortage and the manufacturer cannot provide a date the parts needed for the repair will be available. IT was requested by the Board to have One Source send an email to all the owners within the community providing the update.

Darnell Barber-Moye, President made a motion to adjourn the meeting and it was voted YES unanimously. Meeting adjourned at 6:15pm.

Meeting Minutes respectfully prepared and submitted by Brenda Rozanc, LCAM for One Source Management Solutions, Inc.



#1

Secure Application
Your privacy and security are important



Review your proposal

Review each line item. Then just click the accept button to confirm and set up service.

Review the proposal below. Uncheck any services that you do not want.



Estimate #7246

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

Date: 2/24/2023
Estimate Valid Through: 3/26/2023
Service Address: Spring Lake Reserve HOA, Ocoee, FL 34761

Dear Spring Lake Reserve HOA:

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

Description	Quantity	Rate	Amount
☒ Landscape Labor per Hour	3	75.00	225.00
Plant demo			
Pine Bark Nuggets per Yard	80	52.50	4200.00
Fine Pine per Yard	5	50.00	250.00
* Slide area			
Hardwood Chips per Yard	8	48.50	388.00
* Playground			
		Subtotal	\$5,063.00
		Sales Tax	\$0.00
		Total	\$5,063.00

Late Payment / Interest Charge / Inclusions - A late payment/interest charge per month of 1 1/2 percent or \$5.00, whichever is greater, will apply to balances not paid within thirty (30) days of the invoice date. Failure to note this charge on any statement of account or request for payment does not constitute a waiver of the same. Active will not be responsible for any decorative landscaping damage (for example: landscape borders).

Active is not responsible for any underground utility lines, irrigation, concrete, decorative curbing, power lines, phone cable, broken driveways, sidewalks and cable T.V.

Attorney's Fees / Venue - Should either party file a civil lawsuit to enforce terms of this Contract, the prevailing party shall be entitled to recovery of its reasonable attorney's fees, court costs, and nontaxable expenses from the non-prevailing party in any litigation. Any legal proceedings arising from any cause of action hereto shall be exclusively in Lake County, Florida.

50% Due Upon Proposal Acceptance - Remainder Due Upon Completion

We accept Visa, MasterCard, Discover and American Express for a processing fee.

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

Sincerely,
Active Environmental, Inc.

Based on your selections your Subtotal is: 5063.00

Accept Proposal

#2

**Proposal**

PO Box 865
 Oakland, FL 34760
 407-287-5622
 CepraLandscape.com

PROPERTY
Cepra Orlando PO Box 865 Oakland, FL 34760

PROPOSAL #	DATE	
30332	03/10/2023	

DESCRIPTION	
Spring Lake reserve mulch	\$6,210.00

DESCRIPTION	QTY	UNIT\$	TOTAL \$
General Enhancement Labor	3.00	\$55.00	\$165.00
Playground Mulch - Bulk Installed	8.00	\$65.00	\$520.00
Pine Bark Mulch (Fines) - Bulk Installed	5.00	\$65.00	\$325.00
Pine Bark Mulch (Mini) - Bulk Installed	80.00	\$65.00	\$5,200.00

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
ENHANCEMENT	1	\$6,210.00	\$6,210.00	\$6,210.00
TOTAL:			\$6,210.00	\$6,210.00

#3



3310 CURRYVILLE ROAD
CHULUOTA, FL 32766
PHONE 407-704-1852
OFFICE@ULTIMATEIMAGELC.COM

Estimate

Date	Estimate #
3/15/2023	5085

Name / Address
SPRING LAKE RESERVE C/O JESSICA JAREMBACK OCOE, FL

			Project
Description	Qty	Cost	Total
PROPOSAL TO FURNISH AND INSTALL PINE BARK MULCH AND CERTIFIED PLAYGROUND MULCH			
PINE BARK MULCH (FINES) INSTALLED BY THE CUBIC YARD	5	65.00	325.00
PINE BARK MULCH (MINI) INSTALLED BY THE CUBIC YARD	80	60.00	4,800.00
CERTIFIED PLAYGROUND MULCH INSTALLED BY THE CUBIC YARD	8	65.00	520.00
GENERAL ENHANCEMENT LABOR / PER HR	3	72.00	216.00
This is an estimate, no work will be completed until approval is provided. Thank you			
Total			\$5,861.00

Phone #	Fax #	E-mail
407-704-1852	321-296-7121	accounting@ultimateimagelc.com

**City of Ocoee
Neighborhood Matching Grants Program**

PLEASE PRINT OR TYPE

Name of Neighborhood: Village of Wesmere - Wesmere Townhome Association
Project Leader: Danica McNair, LCAM
Address for Project Leader: 2200 Water Tupelo Way
Project Leader (Cell) 407 6148450 (Home) _____
Email Address: danicamc@aspiremanagement.org

What is the name of your proposed project?

- 1) ☐ Entry Beautification and Identification
2) ☒ Open Space and Common Area Enhancements
3) ☐ Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

Playground

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

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

When was it formed? 2007 How many members are in the association? 302

Are the members all homeowners in the neighborhood? _____

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

HOA of Townhomes : BOARD OF Directors:
President, V. President, Secretary, Treasurer, Director

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

Annual Meeting

If your neighborhood does NOT have an HOA:

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

How many members are in the group? _____

How many homes are in your neighborhood? 302

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

Yes: Board of Directors

What is the dollar amount being requested? (dollar amounts must be matched by the neighborhood. The maximum grant award is \$2,000.) \$2000

Briefly describe the proposed project: Playground

List the project goals:

(1) _____

(2) _____

(3) _____

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

adjacent to pool

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

For physical improvements, will it be located on:

Public Right-of-Way: _____

Private Property: _____

Common Area Owned by the Homeowners Association: Yes

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

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

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on 2/24/23 (date), and attached are the minutes/letter reflecting this vote.

DANICA McNAVE

Print name of person preparing application

DMcNave

Signature of Project Leader

DMcNave, LCAM

Signature of person preparing application

Philip C. [Signature]

Signature of Neighborhood President

Date: 3/17/23

Date: 3/17/23



Playworx Playsets LLC
8014 Cumming Hwy., Suite 403 #313
Canton, GA 30115 US
+1 8665025013
jennifer@playworx.com
www.playworx.com

INVOICE

BILL TO

Evelyn Kalergy
Villages of Wesmere
2200 Water Tupelo Way
Ocoee, FL 34761

SHIP TO

Evelyn Kalergy
Villages of Wesmere
2200 Water Tupelo Way
Ocoee, FL 34761

INVOICE # 3903

DATE 09/26/2022
DUE DATE 09/26/2022
TERMS Due on receipt

SALES REP

Kristine F.

DELIVER TO:

220 Water Tupelo Way

ACTIVITY	QTY	RATE	AMOUNT
Playground PlayBuilders Promotional playground equipment	1	29,019.90	29,019.90T
Customer Discount - NON PPLT Bills Customer discount	1	-9,919.00	-9,919.00T
Installation Playbuilders equipment installation	1	11,607.96	11,607.96T
Misc.:Misc. S&S Drawings	1	900.00	900.00T
Misc.:Misc. Permit fees	1	1,750.00	1,750.00T
Misc.:Misc. Disposal fee	1	700.00	700.00T
Surfacing Rubber Mulch Surfacing	1	6,000.00	6,000.00T
misc Payment Schedule: 1st payment due upon receipt of this invoice as deposit = \$13,000 2nd payment due at the end of February 2023 = \$15,103.60 3rd payment due upon completion = \$15,725.54	1	0.00	0.00T

Thank you for allowing Playworx Playsets to improve on your location,
we appreciate your business and look forward to working together on
any future developments.

Jennifer Howard
jennifer@playworx.com

SUBTOTAL	40,058.86
TAX	2,470.28
SHIPPING	1,300.00
TOTAL	43,829.14
DEPOSIT	30,829.14
BALANCE DUE	\$13,000.00

PLAYWORX PLAYSETS - 8014 CUMMING HWY., SUITE 403 #313 - CANTON GA 30115



Playworx Playsets, LLC
 2550 Sandy Plains Rd
 Suite 225 #348
 Marietta, GA
Kristine Frost
 kristine@playworx.com

**Villages
 of Wesmere**
 Ocoee, FL

08/29/2022





Playworx Playsets, LLC
 2550 Sandy Plains Rd
 Suite 225 #348
 Marietta, GA
Kristine Frost
 kristine@playworx.com

**Villages
 of Wesmere**
 Ocoee, FL

08/29/2022





(866) 502-5013

Playworx.com



Playgrounds Fun & Easy!

Playworx Playsets, LLC
 2550 Sandy Plains Rd
 Suite 225 #348
 Marietta, GA
Kristine Frost
 kristine@playworx.com

**Villages
 of Wesmere**
 Ocoee, FL

08/29/2022

PlayPower
 Inspiring the world to play.

General Notes:

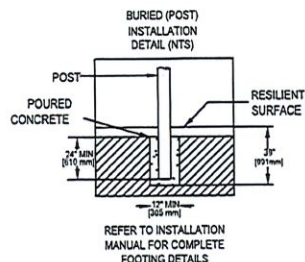
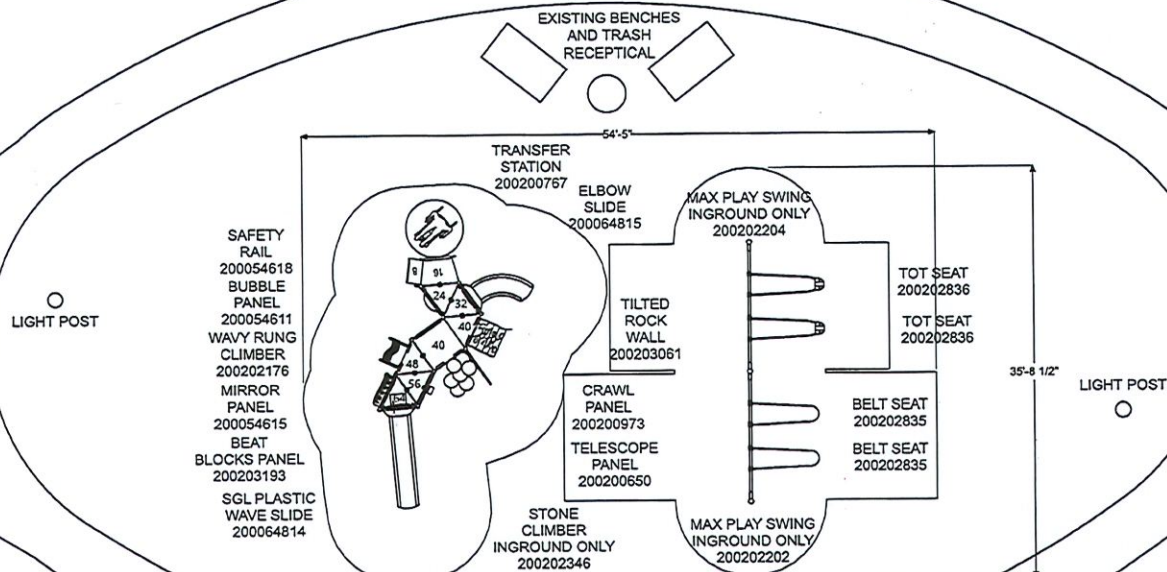
Age Group

☐ 2-5yrs ☐ 5-12 yrs ☒ 2-12yrs ☐ 13+ yrs

1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
2. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
3. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
4. All deck heights are measured from top of ground cover.
5. Fall absorbing ground cover is required under and around all play equipment.
6. The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
7. All post lengths are identified by text showing the post lengths, i.e. 56 represents a 56 inch post.
8. Not all equipment may be appropriate for all children. Supervision is required.

AGE GROUP: 2-12
ELEVATED PLAY ACTIVITIES - TOTAL: 7
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 7 REOD 4
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REOD 0
GROUND LEVEL ACTIVITY TYPE: 3 REOD 2
GROUND LEVEL QUANTITY: 6 REOD 2

Child Capacity: 25



INSIDE FALLZONE ONLY

AREA: 1381 ft²
PERIMETER: 241 ft

The information provided is for estimation purposes only.

Project:
Villages of Wesmere
Ocoee, FL
LTCPS rep:
Kristie Frost
Playworx Playsets, LLC
(866) 502-5013
Ground Space: 33'-0" x 27'-6"
Protective Area: 54'-6" x 36'-0"
Drawn by: Rich McCarver
Date: 8/29/2022
DWG Name: R0321_44801828331
LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273

Playground Layout Compliance:

- ☒ ASTM F1487 - Playground Equipment for Public Use.
- ☒ CPSC Handbook for Public Playground Safety

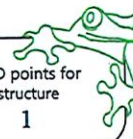
- ☒ This playground design meets the final Access Board Regulations.



The play components identified in this plan are IPEDAA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure

1



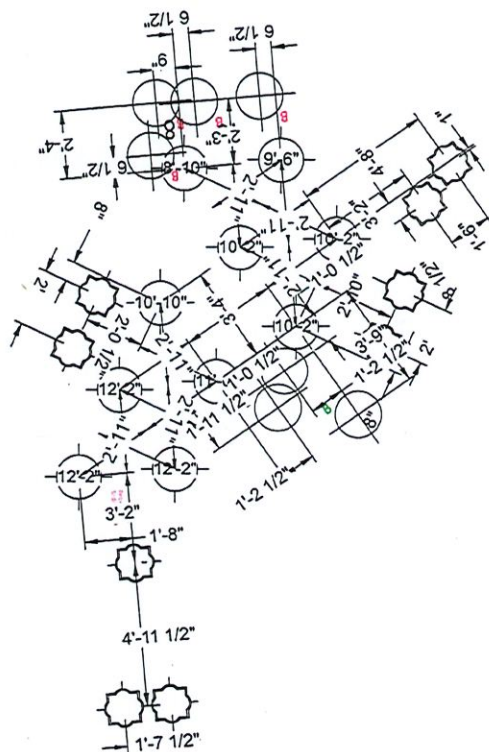
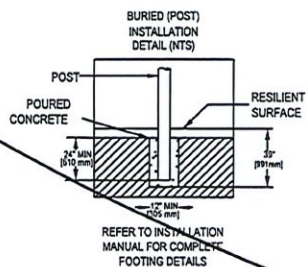
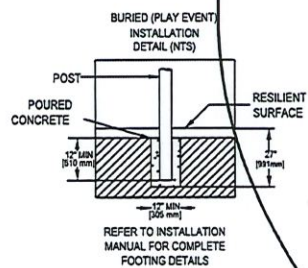


PLAY BUILDERS LEGEND

- Playevent footing attached by anchor bolts.
- Buried playevent footings.
- Surface mount playevent footings.
- Buried post footings.
- Surface mount post footings.

**Note: On all post footings the number at the center denotes the length of the post.

Villages of Wesmere Ocoee, FL





Fiscal Year 2022/2023

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

Deadline to submit applications is March 17, 2023 by 5 p.m.

Program Description

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

Who is Eligible?

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

Homeowner Associations and Non-HOA's may only apply for grant funds every other year.

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

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

Additional Required Documents

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

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

Eligible Projects

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

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

REMOVE THIS PAGE BEFORE SUBMITTING YOUR APPLICATION

Application Process

- (1) All applicants are strongly encouraged to contact Community Relations at 407-905-3100, x-1530 with any questions while completing their application. If a neighborhood seeks to submit a grant, a representative from the City may assist the neighborhood upon request in preparing the grant.
- (2) Grant applicants must identify all permits required to complete the project and all permit costs should be reflected in the project budget summary.
- (3) Applicants must submit at least two (3) and no more than five (5) photos showing the physical location of their project. These will be considered "Before" photos. Once grant recipients are chosen, they will also be required to submit 2-5 photos depicting workdays. These will be considered "During" photos. Lastly, 2-5 photos showing the final product or end result of the grant will be required as the "After" photos.
- (4) Each organization must submit three (3) written quotes for any cost of more than \$1,000 on a proposed project. The applicant doesn't have to go with the lowest quote, as long as there is a valid reason for using another business.
- (5) **Grant Application Due: March 17, 2023 no later than 5 p.m.** Applications must have original signatures. No faxed proposals will be accepted.

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

- (6) **City Commission Approval** – Grant applicants will be notified if their application was approved to begin their improvement projects.
- (7) **Project Deadline: August 25, 2023.** Projects shall be completed. All paid invoices, cancelled checks and proof of purchase documents must be submitted to the City for grant reimbursement along with the required "During and "After" photos.

REMOVE THIS PAGE BEFORE SUBMITTING YOUR APPLICATION

VILLAGE OF WESMERE HOMEOWNERS ASSOCIATION, INC.
MEETING OF THE BOARD OF DIRECTORS
FEBRUARY 24, 2023 10:00AM
CLUBHOUSE
2200 WATER TUPELO WAY
OCOE, FL 34761

CALL TO ORDER

The meeting of the Board of Directors was called to order at 10:03AM.

ESTABLISH A QUORUM

Philip Cuizio, Glenna Hicks and Eric Holzer were in attendance. A quorum was established.

PROOF OF NOTICE

Proof of notice was duly given as per Florida Statutes as it was posted at the Clubhouse at least forty-eight hours in advance.

NEW BUSINESS

City of Ocoee Neighborhood Grant Application. Philip motioned to approve the Neighborhood Grant Application. Glenna seconded. All In Favor. Motion Passed.

ADJOURNMENT

The meeting was adjourned at 10:04AM.

Minutes taken by Danica McNair, LCAM



Village of Wesmere 5-12

Ocoee, FL

21-7150A

Sales Representative

PLAYMORE

Recreational
Products & Services

Equipment Manufacturer

PLAYWORLD

The world needs play.™

POST & COMPONENT

Plum
Tropical Yellow

ROTOMOLD PLASTIC

Lime

2-COLOR PLASTIC

Beige-Gray

ECO-ARMOR

Brown



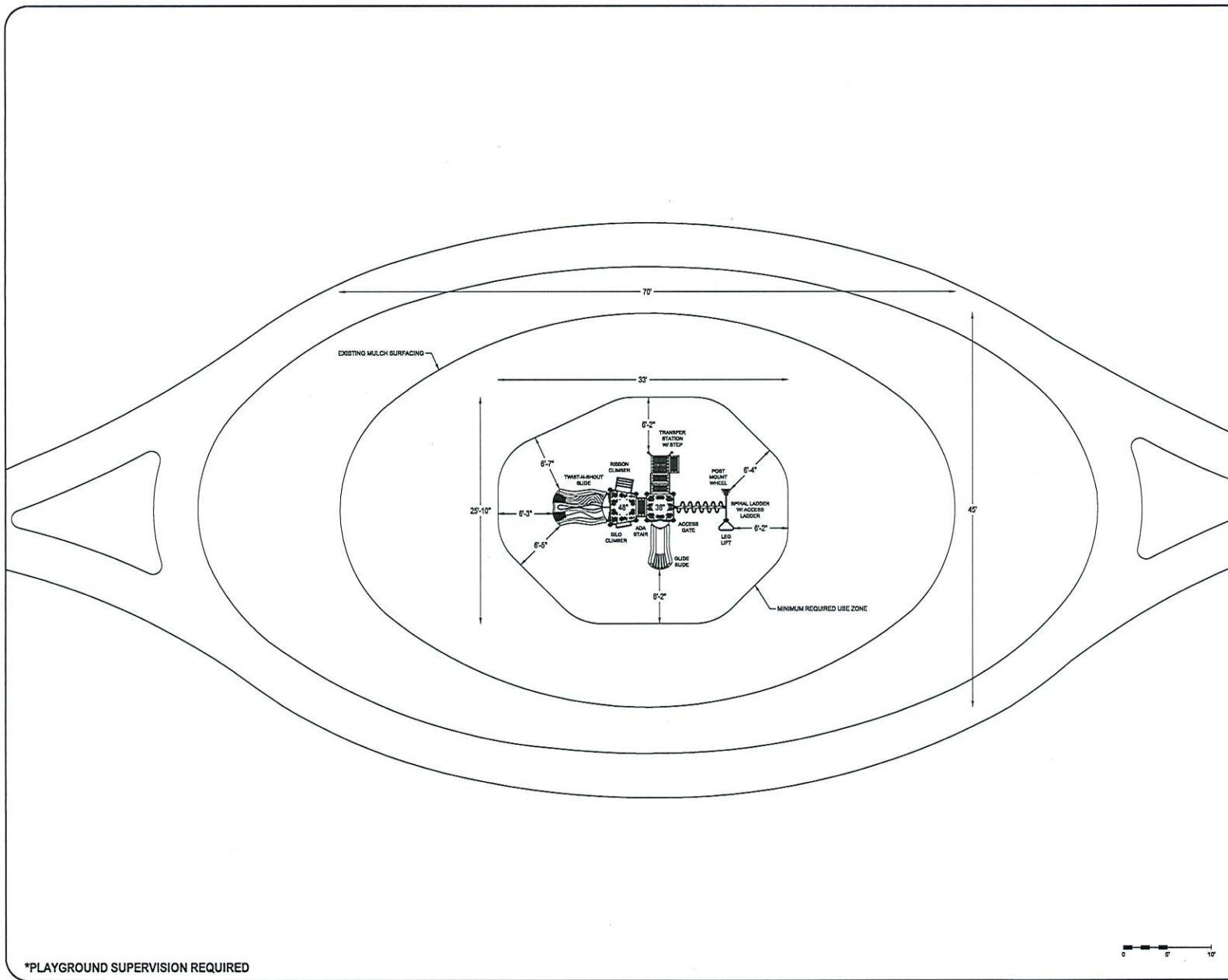
Village of Wesmere 5-12
Ocoee, FL

21-7150A

Sales Representative
PLAYMORE
Recreational
Products & Services

Equipment Manufacturer
PLAYWORLD
The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	ECO-ARMOR
Plum	Lime	Beige-Gray	Brown
Tropical Yellow			



*PLAYGROUND SUPERVISION REQUIRED



Playmore Recreational
Products & Services
10271 Deer Run Farms Road
Suite 1
Fort Myers, FL 33966

EQUIPMENT SIZE:
20'9" X 13'7" X 8'6"

USE ZONE:
33' X 25'10"

AREA: 689 Sq. Ft. PERIMETER: 95 Ft. 1 In.

FALL HEIGHT:
8 Ft.

USER CAPACITY: 24 AGE GROUP: 5-12

ADA SCHEDULE	Total Elevated Play Activities: 5		
	Total Ground-Level Play Activities: 2		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	3	2	2
Provided	5	2	2

✓ ASTM F1487-21
✓ CPSC #325



PROJECT NO:
21-7150A

SCALE:
3/32"=1'0"

DRAWN BY:
MICHAEL BORDNER

Paper Size

DATE:
28-OCT-2021

B

VILLAGE OF WESMERE 5-12

OCOE, FL





How many homes are in your neighborhood?

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

Yes: Board of Directors

What is the dollar amount being requested? (dollar amounts must be matched by the neighborhood. The maximum grant award is \$2,000.) \$2000

Briefly describe the proposed project: playground

List the project goals:

- (1) Playground enhancement
- (2) Swing Set for children & Adults & Infants
- (3) Slides & Area beautified

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

adjacent to pool

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

For physical improvements, will it be located on:

Public Right-of-Way: _____

Private Property: _____

Common Area Owned by the Homeowners Association: YES

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

Moser, Curtis

From: Danica McNair <danicam@aspiremanagement.org>
Sent: Tuesday, March 28, 2023 2:21 PM
To: Wright, Joy
Cc: Moser, Curtis
Subject: Re: Ocoee Neighborhood Grants - Village of Wesmere
Attachments: Village of Wesmere Design - 3D & Top view.pdf; VOW_BOD Meeting Minutes_Neighborhood Grant.pdf; IMG_6136.jpg

Hi Joy,

It let me attach... Yay

The Board/Prior Management was only able to get 2 companies in to offer proposals.

Thank you.

Respectfully,
Danica McNair, LCAM



3203 Lawton Road, Suite 130
Orlando, FL 32803

From: Wright, Joy <JWright@ocoe.org>
Sent: Monday, March 27, 2023 2:21 PM
To: Danica McNair <danicam@aspiremanagement.org>
Cc: Moser, Curtis <CMoser@ci.ocoe.fl.us>
Subject: FW: Ocoee Neighborhood Grants - Village of Wesmere

Good Afternoon Danica,

I hope all is well. I'm following up on our email below. Please email or drop off the documents listed in the email below this week. If you have any questions, please let me know. Thank you and have a great day!

Warm Regards,

Joy Porter Wright

Community Relations Manager

City of Ocoee Support Services Department

1 North Bluford Avenue | Ocoee, FL | 34761

407.905.3100 x9-1530 | FAX 407.905.0420

jwright@ocoe.org | ocoe.org | [Ocoee TV Spectrum 493](#) | [Facebook](#)



From: Wright, Joy

Sent: Monday, March 20, 2023 10:21 AM

To: 'danicam@aspiremanagement.org' <danicam@aspiremanagement.org>

Cc: Gaines, Douglas <dgaines@ocoe.org>; Moser, Curtis <CMoser@ci.ocoe.fl.us>

Subject: Ocoee Neighborhood Grants - Village of Wesmere

Good Morning Danica,

It was good speaking with you today. To follow up our conversation, please email the following to complete your application:

- (3) Photos of the physical location for the playground
- HOA Meeting Minutes showing Village of Wesmere agreed to submit a grant application
- (2) Additional proposals for the playground

Thank you again, and have a great day!

Warm Regards,

Joy Porter Wright

Community Relations Manager

City of Ocoee Support Services Department

1 North Bluford Avenue | Ocoee, FL | 34761

407.905.3100 x9-1530 | FAX 407.905.0420

jwright@ocoe.org | ocoe.org | [Ocoee TV Spectrum 493](#) | [Facebook](#)



CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Fiscal Year 2022/2023

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

Deadline to submit applications is March 17, 2023 by 5 p.m.

Program Description

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

Who is Eligible?

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

Homeowner Associations and Non-HOA's may only apply for grant funds every other year.

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

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

Additional Required Documents

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

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

Eligible Projects

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

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

REMOVE THIS PAGE BEFORE SUBMITTING YOUR APPLICATION

Application Process

- (1) All applicants are strongly encouraged to contact Community Relations at 407-905-3100, x-1530 with any questions while completing their application. If a neighborhood seeks to submit a grant, a representative from the City may assist the neighborhood upon request in preparing the grant.
- (2) Grant applicants must identify all permits required to complete the project and all permit costs should be reflected in the project budget summary.
- (3) Applicants must submit at least two (2) and no more than five (5) photos showing the physical location of their project. These will be considered "Before" photos. Once grant recipients are chosen, they will also be required to submit 2-5 photos depicting workdays. These will be considered "During" photos. Lastly, 2-5 photos showing the final product or end result of the grant will be required as the "After" photos.
- (4) Each organization must submit three (3) written quotes for any cost of more than \$1,000 on a proposed project. The applicant doesn't have to go with the lowest quote, as long as there is a valid reason for using another business.
- (5) **Grant Application Due: March 17, 2023 no later than 5 p.m.** Applications must have original signatures. No faxed proposals will be accepted.

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

- (6) **City Commission Approval** – Grant applicants will be notified if their application was approved to begin their improvement projects.
- (7) **Project Deadline: August 25, 2023.** Projects shall be completed. All paid invoices, cancelled checks and proof of purchase documents must be submitted to the City for grant reimbursement along with the required "During and "After" photos.

REMOVE THIS PAGE BEFORE SUBMITTING YOUR APPLICATION

**City of Ocoee
Neighborhood Matching Grants Program**

PLEASE PRINT OR TYPE

Name of Neighborhood: Westyn Bay Community Association

Project Leader: Greg Keether

Address for Project Leader: 2430 Orsota Circle

Project Leader (Cell) 719-930-5519 (Home) same

Email Address: gkeethler@gmail.com

What is the name of your proposed project?

- 1) Entry Beautification and Identification
- 2) Open Space and Common Area Enhancements
- 3) Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

Pool and Gate Safety and Security Enhancements

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

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

When was it formed? 2004 How many members are in the association? 785

Are the members all homeowners in the neighborhood? Yes

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

Board of Directors consisting of President, Vice-President, Secretary, Treasurer, and at-large member; Committees: Landscape and Infrastructure, Communications, Finance, Social; other ad hoc committees as needed

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

Director elections are held in May each year; once the board is constituted each year, the board members elect officers.

If your neighborhood does NOT have an HOA:

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

How many members are in the group?

How many homes are in your neighborhood?

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

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

Briefly describe the proposed project: Installation of emergency egress buttons for two gates to the pool area and one gate to the Tennis/Pickle Ball courts; door closer for Tennis/Pickle Ball Courts; speed bumps for vehicle entry and exit gates (see attachment for more detailed description as well as pictures)

List the project goals:

- (1) Enhance safety for residents using pool, clubhouse, and Tennis/Pickle Ball courts by providing for emergency egress
- (2) Enhance security of Tennis/Pickle Ball courts by providing a closure device for the gate
- (3) Enhance security and safety of front vehicle exit and entry gates with installation of speed bumps to reduce speed through the gates and prevent tailgating

What is the location of the proposed project? (Attach 2-5 photos documenting existing conditions of the project site) Pool/Clubhouse area, Tennis/Pickle Ball Courts, Front Gate

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

For physical improvements, will it be located on:

Public Right-of-Way: _____

Private Property: _____

Common Area Owned by the Homeowners Association: ☒ _____

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

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

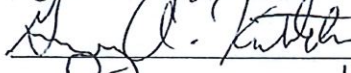
We certify that our board of directors voted and approved this Ocoee Neighborhood Matching Grant application on April 10, 2023, and attached are the minutes/letter reflecting this vote.

Gregory Keethler _____

Print name of person preparing application

Signature of person preparing application

Signature of Project Leader



Signature of Neighborhood President *VICE*

Date: _____

Date: 05-9-2023

The Westyn Bay Homeowner's Association is applying for a matching grant from the city of Ocoee to assist with safety enhancements to its amenities as well as to enhance the entry security of the development.

Safety Enhancements: In November, 2022, it was brought to the attention of the Westyn Bay Homeowner's Association (HOA) Board of Directors that the egress system from the community's pool and clubhouse area (a legacy of the community's developer) was a safety hazard because it required a resident access card to unlock the gate. Accordingly, the Board of Directors issued a work order to its gate and alarm vendor to have an emergency egress button installed that would open the gate without a need for any other device. In February, 2023, the Ocoee Fire Marshall was requested to review this installation and did so on March 15, 2023. He determined that the emergency egress button had been installed too far from the gate to meet National Fire Protection Association (NFPA) codes. In addition, he determined that the rear gate also needed an egress button, as did the locking gate to the tennis and pickle ball court. The Westin Bay HOA has worked closely with the Ocoee Fire Marshall and staff to mitigate these issues, achieve compliance, and, most importantly, provide the highest level of protection possible for our residents.

The Westyn Bay HOA purchased 3 new egress systems from Key Access Control LLC to correct this remnant error from the original construction. It was found that the original installer is no longer in business, so there was no documentation of the original installation.

Security Enhancements: The HOA's Board of Directors also determined that there were two issues that compromised the security of the HOA, its inhabitants, and facilities. The first involves the resident access gate which is activated by a bar code affixed to the vehicles of owners in good standing. All other entrants must enter via the manned booth to obtain access. This process ensures that only legitimate residents, guests, contractors and other entrants are able to obtain vehicle access to the community. A problem surfaced whereby individuals without a legitimate basis for entry would "tailgate" residents using the bar code-activated gate, which created an unsafe driving situation in addition to frequent damage to the gate hardware by the tailgaters. Similarly, it was found that eagerness to exit through the automated exit gate was causing damage as drivers of cars leaving were often too impatient to let the gates open sufficiently before traversing them. The solution the Board of Directors arrived at was too install speed bumps immediately in front of both the entrance and exit gates to assure that that entrants had to slow down enough to not be able to tailgate, and that exiting cars slowed enough to let the exit gates open.

The need for a similar security enhancement at the tennis courts was also observed. The gate to the court area did not automatically closejj, completely eaving a situation whereby children and others nearby could enter the court at will without a legitimate reason or access, or whether or not tennis/pickle ball play was in progress.

Cost and Status Summary:

First pool area emergency front gate egress button installation (Installed and removed): \$854.81

Move front gate egress button, install rear gate egress button in pool area (complete): \$768.32

Tennis court egress button (complete): \$862.55

Tennis gate closer (in progress): \$1160.42

Front vehicle entrance and exit speed bumps (complete): \$1200

Total: \$4846

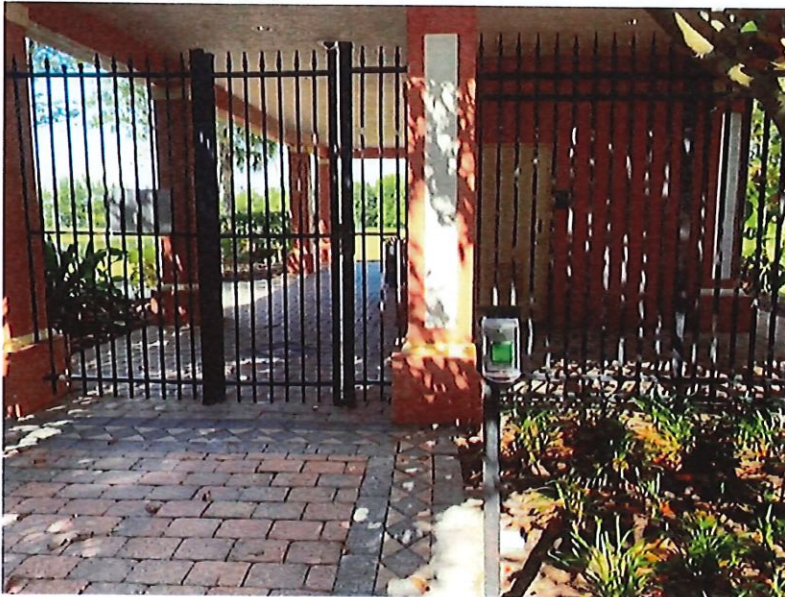
The Westyn Bay HOA respectfully requests neighborhood matching grant funds in the amount of \$2000.

Pictures:

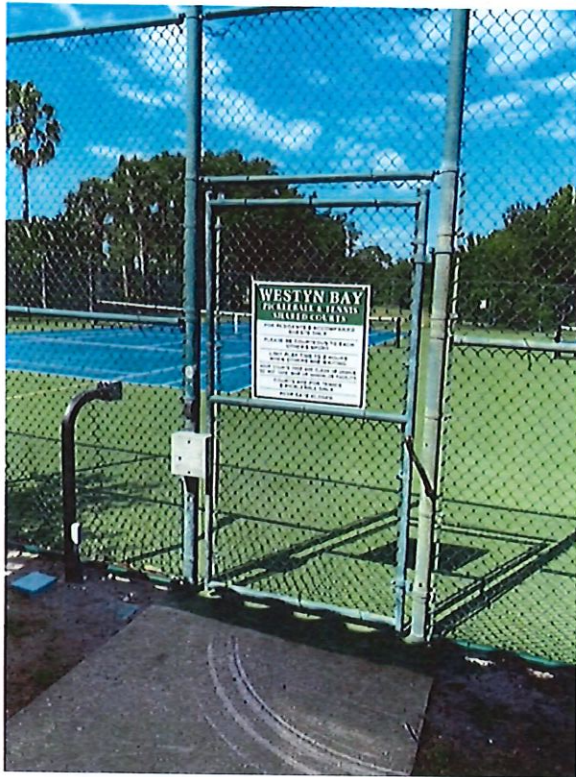
Front Pool Gate Egress Button:



Rear pool gate with Egress Button



Tennis/Pickle Ball Court Gate and Egress Button:



Front Vehicle Gate Speed Bumps



**Key Access Control LLC**

15803 Larkspur Street
Orlando, FL 32828
+1 4074961035
billing@keyaccesscontrol.com
www.keyaccesscontrol.com

INVOICE

BILL TO
Westyn Bay
Leland Management
6972 Lake Gloria Blvd
Orlando, FL 32809

SHIP TO
Westyn Bay
Leland Management
3086 Costa Drive
Ocoee, FL 34761

INVOICE 133
DATE 01/30/2023
TERMS Net 30
DUE DATE 03/01/2023

	DESCRIPTION	QTY	RATE	AMOUNT
Services	Materials: (1) Push to exit button w/ timer (1) Bopper stopper cover (1) Extended gang box Misc. conduit / wiring	1	284.81	284.81
Labor	Key Access Control was asked to provide a proposal to install an emergency push to exit button on the wall next to the "splash fountain timer" sign. We will install conduit and wiring the will go up into the attic space. From there the push to exit button will be wired into the front pool maglock. Install / Configure (1) emergency push to exit button w/ cover * Test for proper function	6	95.00	570.00

BALANCE DUE

\$854.81



ABC Paving and Sealcoating
3416 Shader Road Suite 112
Orlando, FL 32808

Invoice

Date	Invoice #
9/12/2022	5160

Bill To

Westyn Bay Community Association
6972 Lake Gloria Blvd.
Orlando, FL 32809

Project

Westyn Bay - Speedbump

Terms

Item	Description	Amount
Misc Item	Install (1) set of asphalt speedbumps and paint yellow.	1,200.00
Total		\$1,200.00
Payments/Credits		\$0.00
Balance Due		\$1,200.00



Key Access Control LLC

15803 Larkspur Street
Orlando, FL 32828
407-590-3308
billing@keyaccesscontrol.com
www.keyaccesscontrol.com

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Leland Management
6972 Lake Gloria Blvd
Orlando, FL 32809

SHIP TO
Westyn Bay
Leland Management
3086 Costa Drive
Ocoee, FL 34761

INVOICE 234
DATE 03/22/2023
TERMS Net 30
DUE DATE 04/21/2023

	DESCRIPTION	QTY	RATE	AMOUNT
Labor	Key Access Control was asked to provide a proposal to install a push to exit button on the tennis court gate. The tennis court at the moment has a card in and card out setup. We will need to remove the inside card reader to utilize the existing wires to install the push to exit button to leave the tennis courts. (Once we take apart the system, If we are able to leave the inner card reader and still install the push to exit button with the existing wires we will do so)	4.50	95.00	427.50
	Install / Configure (1) push to exit button w/pedestal * Test system for proper function			
Push to exit button	* Pushbutton-momentary-built in timer * Illumintated green 2" square momentary pushbutton. NO/NC Contact, rated 3A@24VDC. Built-in timer (1-180sec). Stainless-steel single gang plate.	1	134.88	134.88
Pedestal (In-ground)	Pedestal 48" In-Ground -Black 1/2"NPT conduit access on backside 23.5" up from the lowest point	1	198.87	198.87
Bopper Stopper	Cover and frame are molded from thick clear polycarbonate material * Fast and easy installation * Cover protects against vandalism and accidental damage * Mounting plate molded into frame	1	49.40	49.40
Single gang box (Extended)	* Houses receptacles, switches and GFCI's * Features three 1/2-in knockouts * Die-cast metal construction prevents moisture penetration in outdoor applications	1	18.71	18.71
	Additional materials used:			
6 in. x 6 in. x 4 in. Junction Box	* Designed to hold multiple conduit connections and wire splices * Made of durable PVC to prevent corrosion and oxidization * Meets UL safety standards for smooth use	1	33.19	33.19

BALANCE DUE

\$862.55

**Key Access Control LLC**

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Orlando, FL 32809

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Ocoee, FL 34761

INVOICE 233
DATE 03/17/2023
TERMS Net 30
DUE DATE 04/16/2023

	DESCRIPTION	QTY	RATE	AMOUNT
Services	Key Access Control was informed the City of Ocoee and the Fire Marshall had shut down the pool and tennis court. They were shutdown due to not having the proper emergency exit devices installed. During our meeting with the City and Fire Marshall they agreed to allow us to install push to exit buttons in place of the card readers that are used to exit the pool area.	1	550.00	550.00
	Removal of (1) currently installed push to exit button and relocate it to the front gate card reader location *Utilizing existing wiring* Install / Configure (1) new push to exit button at back card reader location *Utilizing existing wiring*			
Push to exit button	* Pushbutton-momentary-built in timer * Illuminated green 2" square momentary pushbutton. NO/NC Contact, rated 3A@24VDC. Built-in timer (1-180sec). Stainless-steel single gang plate.	1	134.88	134.88
Bopper Stopper	Cover and frame are molded from thick clear polycarbonate material * Fast and easy installation * Cover protects against vandalism and accidental damage * Mounting plate molded into frame	1	49.40	49.40
Single gang box (Extended)	* Houses receptacles, switches and GFCI's * Features three 1/2-in knockouts * Die-cast metal construction prevents moisture penetration in outdoor applications	1	18.71	18.71
Services		1	15.33	15.33

BALANCE DUE

\$768.32

WESTYN BAY COMMUNITY ASSOCIATION, INC.
BOARD OF DIRECTORS MEETING – April 10 2023, 7:30 P.M.
3086 Costa Club Drive, Ocoee, FL 34761
BOARD MEETING MINUTES

A. Call Meeting to Order

Don called the meeting to order at 7:32pm.

B. Verify Quorum of Board/Proof of Notice

The notice for the meeting was posted on the message signs located at the Front Gate and the Eagles Landing gate at least 48 hours prior to the meeting.

- i. Don Dill – President, Present
- ii. Greg Keethler– Vice President, Absent
- iii. Millie Ferrer-Chancy - Director, Absent
- iv. Reed Raymond – Secretary, Present
- v. Ken Baer – Treasurer, Present
- vi. Natalie Elbaz – Leland Management, Present

C. Comments from Members

- Mr. James is concerned about the front gate lines, and the guard calling guests through when they are already on the guest list or not calling when guest is not listed – Don advised that the guard is on maternity leave and they have new guards posted. We are in the process of re-training the attendants to get the issue resolved and ensuring that more experienced guards are posted during busy weekends.
- Mr. Ogle relayed his concerns which included the gate guard lines, his motorcycle not being able to activate the reader to exit the community, the 2 additional board members and the violation he received for a boat. Mr. Ogle claims the Board should only be 3 members, Don clarified once again that the attorney has advised this is within the parameters of the DCCRs. Mr. Ogle claims his motorcycle cannot get in or out, Don explained that there is not one other resident in the community with this issue. The vendor attempted to increase the sensitivity to the reader, however, that cause complications to the system, so it had to be reverted back. Mr. Ogle must adjust his barcode on this vehicle to resolve the issue. Mr. Ogle claimed that management and the board are selectively enforcing the Docs, and that motorcycle and pickup trucks should be violated as well as boats and RV's. Don and Management explained that the docs must be interpreted in a reasonable manner, and trucks, considered commercial are cited, however, personal use trucks such as pick up trucks, are not. Mr. Ogle claimed the guards take too long. Don reiterated his response to the Mr. James, who spoke before him.
- Mr. Hurm addressed the Board to explain that certain areas of Westyn Bay Blvd should not be considered street parking and therefore not cited for it. Don and Management will look into this.
-

D. Review/Approve Prior Meeting Minutes- February 13, 2023, and March 13, 2023.

Pushed to due to no quorum

E. Committee Reports-

- Landscaping – Greg not in attendance to give report
- Communications – Reed would like to send out a thank you to all residents that completed the survey.
- Social – no report

- Finance Committee – reviewing the financial statements. As of February, the budget needs to be handled.
- Fines – the fining committee met and

F. Treasurers Report

Ken gave the report. AR 10-12 accounts are past due and with attorney. The YTD, positive \$3,470.00. concerned that the rollover was negative and will not be able to cover the rover. Ken will meet with the finance committee to address this shortage. Ken signed a 4.2% interest rate with the CD. Still researching.

G. Waiver Requests

- Account ending in 4301 - *Reed made a motion to deny the waiver request, seconded by Ken, All in Favor, Motion Passed 3-0.*
- Account ending in 8601 – *Ken made a motion to deny the waiver request, seconded by Reed, All in Favor, Motion Passed 3-0.*
- Account ending in 4701 - *Reed made a motion to waive the interest only \$6.75, seconded by Ken, All in Favor, Motion Passed 3-0.*
- Account ending in – *Ken made a motion to deny the waiver request, unless the homeowner can provide proof of payment in February, seconded by Ken, All in Favor, Motion Passed 3-0.*

H. Old Business

- Nola and Orsota depression bids, Pecori Drain– Management will reach out to Montje to request lower cost options for Nola. Management will reach out to two more bidders for Pecori, due to Cloud Nine no longer being in business and expired warranty.
- ARC compliance tracking – the board has one edit to the current policy and would like to change the commencement date from 30 days to 60 days. *Ken made the motion, Reed seconded, Motion Passes 3/0.*
- Tennis Court Closure Proposal – *Reed motioned to approve the closure for the tennis courts gate, Ken seconded, motion passes 3/0*

I. New Business

- Playground closure update – Management updated the Board on the playground closure.
 -

J. Fines Referrals & Attorney CE Files

- CE recommend advancement to Attorney and Fines
 - 931 Nola – Trash Cans

Reed motioned to advance the above to the attorney for CE seconded by Ken, All in Favor, Motion Passes, 3/0

- Flat Fees to proceed with Litigation
 - None

K. Delinquency Suspensions

- Accounts in arrears over \$50 and past due over 90 days.

Reed made a Motion to approve delinquency suspensions of over \$50 and 90+ days in arrears, seconded by Ken, Motion Passes 3/0.

L. Other New Business

- City Grant – *Reed made the motion to submit an application to the Ocoee Neighborhood Matching Grant Program, seconded by Ken, all in favor, motion passes 3/0*

M. Date of next ARC and Board Meetings to be held on Monday, April 10, 2023; ARC 6pm & Board 7:30pm at the Clubhouse

- i. No one opposed

N. Adjournment

- i. *With no further business to conduct Ken made a motion to adjourn the meeting, seconded by Reed, All in Favor, Meeting Adjourned at 9:06pm.*

Minutes respectfully prepared for the Secretary by:

Natalie Elbaz

Natalie Elbaz, LCAM, CMCA - Leland Management, Inc.



Key Access Control LLC

15803 Larkspur Street
Orlando, FL 32828
407-590-3308
billing@keyaccesscontrol.com
www.keyaccesscontrol.com

Estimate

ADDRESS

Westyn Bay
Leland Management
6972 Lake Gloria Blvd
Orlando, FL 32809

SHIP TO

Westyn Bay
Leland Management
3086 Costa Drive
Ocoee, FL 34761

ESTIMATE

DATE

1149

03/26/2023

	DESCRIPTION	QTY	RATE	AMOUNT
Services	During a recent service call Key Access Control was asked to adjust the spring tension on the tennis court gate. While we were able to adjust the spring we noted it is in poor condition. Also type of spring currently installed does not allow for a soft close to avoid the maglock armature plate slamming into the maglock and causing damage. We are proposing to install a hydraulic arm closer like the front pool gate currently has.	1	285.00	285.00
	Remove / Dispose of (1) currently installed gate spring Install / Configure (1) Locinox hydraulic arm w/ chain link kit * Adjust and test gate for proper function			
Locinox (Samson closer)	* Hydraulic gate closer up to 150° with adjustable closing speed and final action * Specially developed for outdoor use: industrial quality * Weatherproof, scratch resistant and corrosion free anodized aluminum housing * Consistent closing speed thanks to patented hydraulic damping * Fast and easy fixation with Quick-Fix bolts * For left and right turning gates * ADA compliant (< 5 lbs; max 25 Nm) from gate widths of 4ft. or more	1	799.00	799.00
Locinox chain link bracket	* Compatible with Locinox * Galvanized steel mounting brackets for round frames * Post Bracket: 3" * Gate Bracket: 1-5/8" , 1-7/8"	1	76.42	76.42

Key Access Control is licensed, bonded and insured. This quote is ONLY valid for the above mentioned scoped of work. Any services required outside the scope provided will required an additional quote.

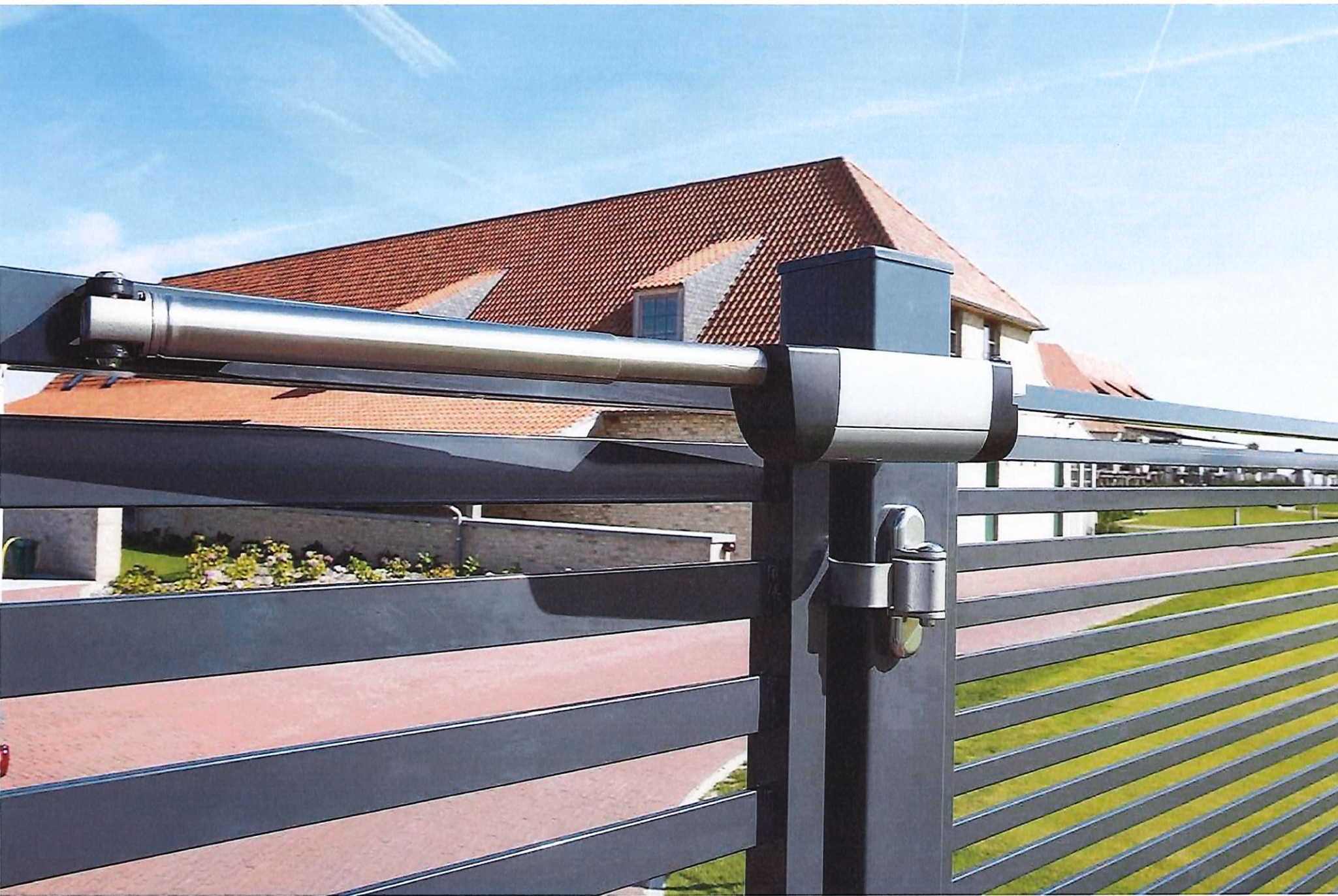
TOTAL

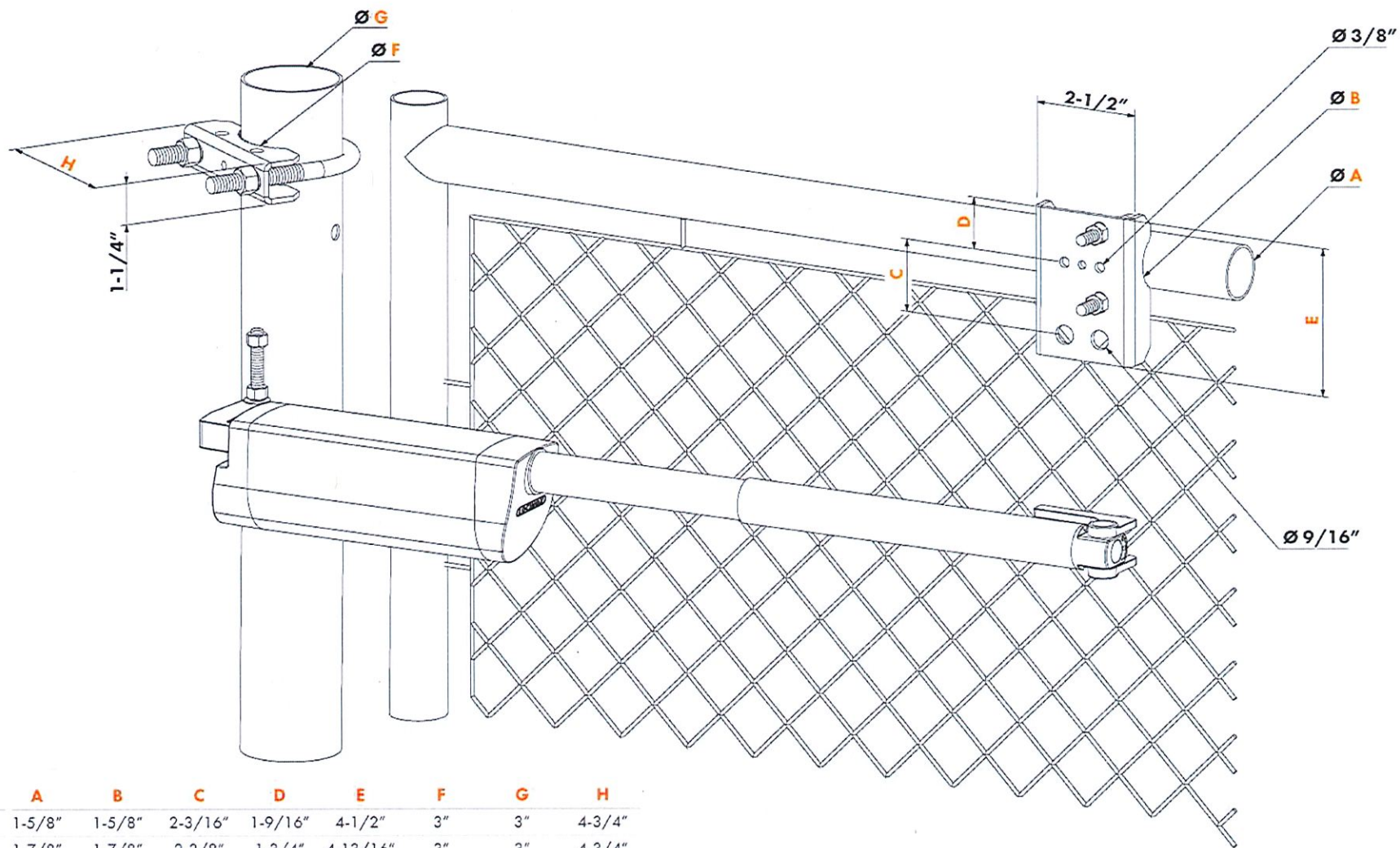
\$1,160.42

A 50% deposit will be required before any work can be scheduled. Price does not include any subsurface or unforeseen damage not visible by initial inspection.

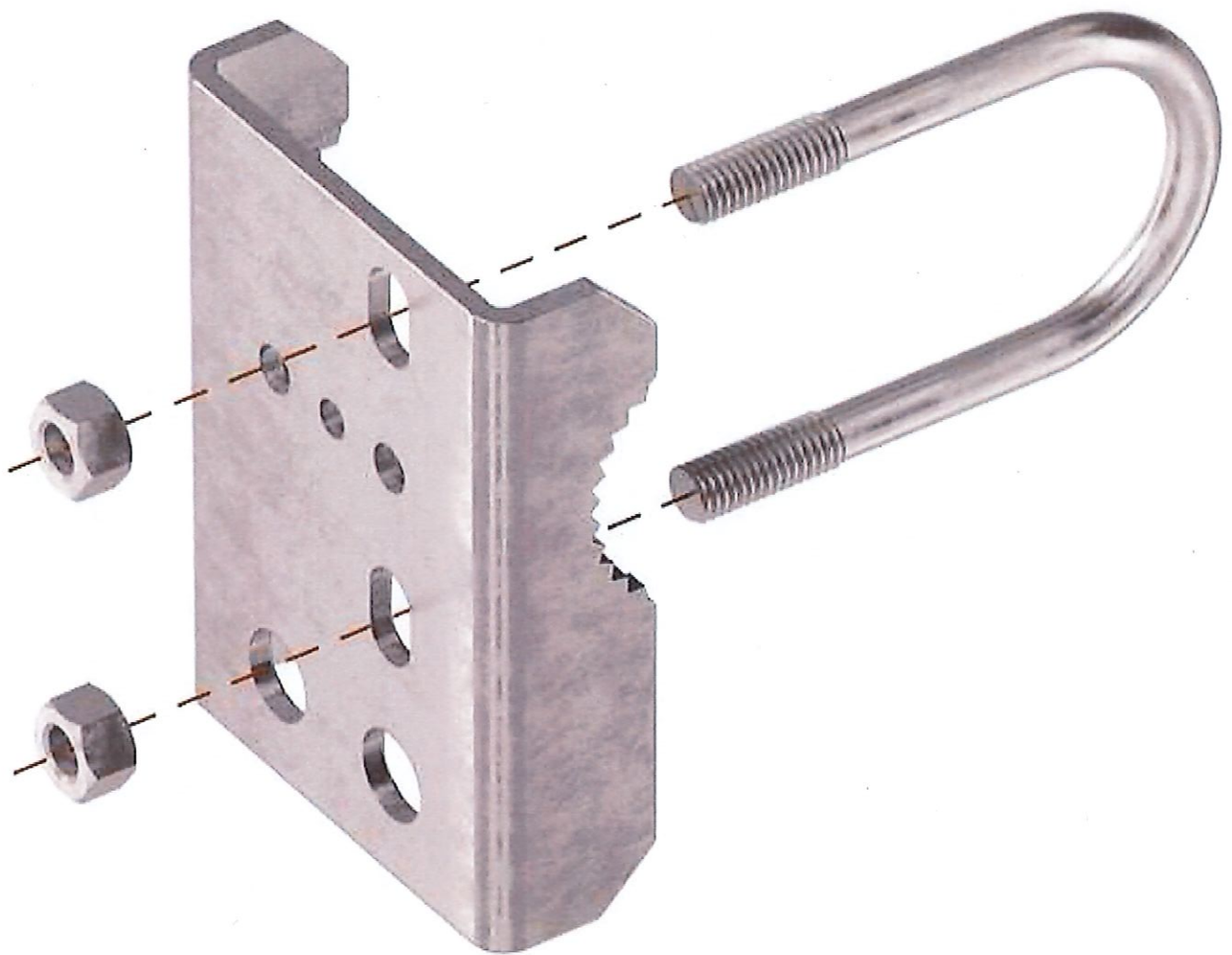
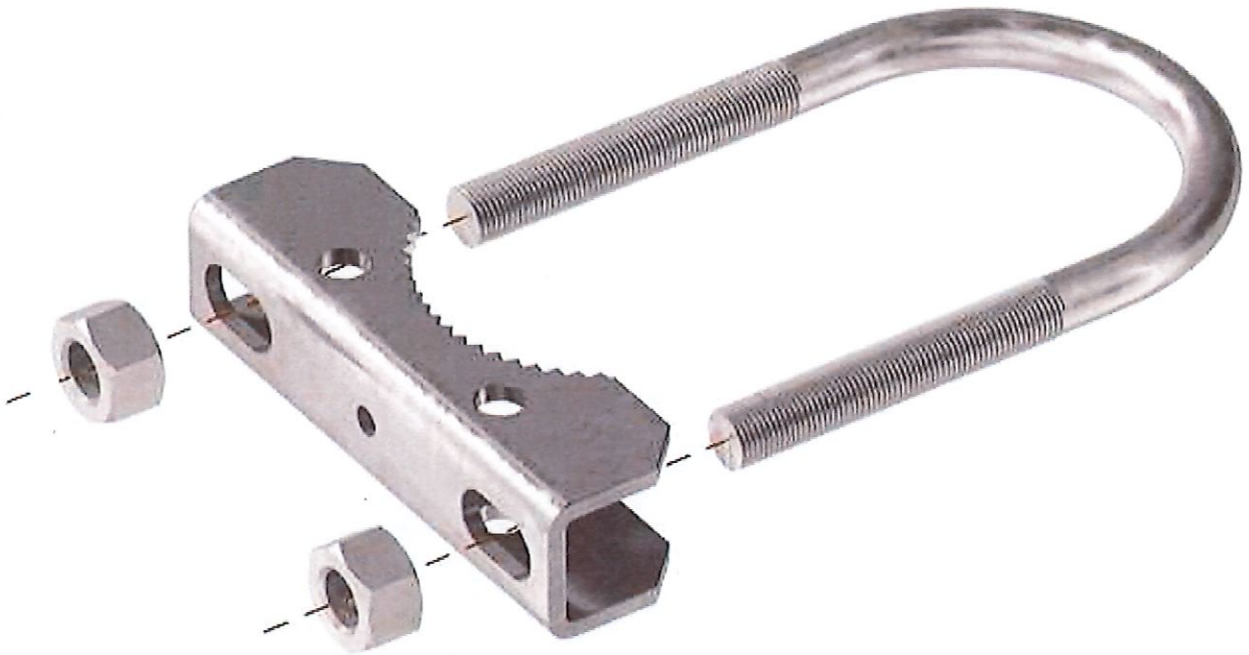
Accepted By

Accepted Date





	A	B	C	D	E	F	G	H
SB-3015	1-5/8"	1-5/8"	2-3/16"	1-9/16"	4-1/2"	3"	3"	4-3/4"
SB-3020	1-7/8"	1-7/8"	2-3/8"	1-3/4"	4-13/16"	3"	3"	4-3/4"
SB-4015	1-5/8"	1-5/8"	2-3/16"	1-9/16"	4-1/2"	3-15/16"	3-15/16"	5-15/16"
SB-4020	1-7/8"	1-7/8"	2-3/8"	1-3/4"	4-13/16"	3-15/16"	3-15/16"	5-15/16"



Moser, Curtis

From: Wright, Joy
Sent: Tuesday, May 9, 2023 2:32 PM
To: Moser, Curtis
Cc: Gaines, Douglas
Subject: FW: Push button invoices
Attachments: Westyn Bay Invoice 234.pdf; Westyn Bay Invoice 233.pdf; Westyn Bay Invoice 133.pdf; Westyn Bay - Tennis court closer.pdf; Doc_3555083.pdf; 1011 2023-4 Meeting Minutes .pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Curtis,

On the emails below, would you please add the attached documents to Westyn Bay's grant application. Mr. Keethler is going to bring the grant application with his signature. The email below can be used as an explanation for not having the three quotes. Thank you

Warm Regards,

Joy Porter Wright
Community Relations Manager
City of Ocoee Support Services Department
1 North Bluford Avenue | Ocoee, FL | 34761
407.905.3100 x9-1530 | FAX 407.905.0420
jwright@ocoe.org | ocoe.org | [Ocoee TV Spectrum 493](#) | [Facebook](#)



From: Greg Keethler <gkeethler@gmail.com>
Sent: Tuesday, May 9, 2023 2:07 PM
To: Shadrix, Craig <Craig.Shadrix@ocoe.org>
Cc: Wright, Joy <JWright@ocoe.org>
Subject: Fwd: Push button invoices

Craig,

It turns out my memory served me for a change--I did forward the minutes to you in the email below. Passage on the grant application is near the bottom of the second page. Regarding multiple bids, we solicited Key Access Control for the original project to install an egress button in January. We have done other projects with this company wherein they were the low bidder and have found their work to be of good quality. For relatively small bids like this where we have experience with a reliable contractor and the management company recommends them for the project, we have found that we seldom save money by soliciting multiple offers. In fact, even on much larger projects where we do solicit multiple bids, we often have difficulty getting more than one offeror to bid. Because we did the first egress button

project with Access Control and there was some urgency to getting the other projects done, we hired them for the re-do as well as the tennis court work. Similarly, for the speed bumps, ABC has won competitive bids with us before and has shown themselves to be responsive and reliable, so we hired them for the relatively small \$1200 job without soliciting other bids.

I will drop by a signed signature page of the application this afternoon.

Again, thank you for your assistance in this effort.

Greg Keethler
Vice President
Westyn Bay Community Association

----- Forwarded message -----

From: Greg <gkeethler@gmail.com>

Date: Wed, Apr 19, 2023 at 4:19 PM

Subject: Fwd: Push button invoices

To: Craig Shadrix <Craig.Shadrix@ocoe.org>

Craig,

In looking over the grant documentation requirements, I noticed they want invoices/estimates for the work and a copy of minutes showing the board approved applying for the grant. I believe all of that is attached below, in case the question gets asked. Thanks again!

Greg

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RECEIVED

02/24/2023

PLEASE PRINT OR TYPE

Name of Neighborhood: Willows on the Lake

Project Leader: Fanny MacTavish

Address for Project Leader: 1824 Tuscan mill way Ocoee, FL 34761

Project Leader (Cell) 407.325.4548 (Home) _____

Email Address: fmjet42@yahoo.com

What is the name of your proposed project? Gazebo Restoration

1) Entry Beautification and Identification

2) Open Space and Common Area Enhancements

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

Gazebo Restoration

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

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

When was it formed? 2003 How many members are in the association? 4

Are the members all homeowners in the neighborhood? Yes

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

President: Darlene Mages, Director: Mohammad Hasan
V.P: Fanny MacTavish, Director: Luis Setien

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

majority voting

If

your neighborhood does NOT have an HOA:

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

How many members are in the group? _____

How many homes are in your neighborhood? _____

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

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

Briefly describe the proposed project:

\$1500.00

Restoration/Repair of Community Gazebo who has weathered harsh storms, is in need of pressure washing, new planks and overall tlc/sealant of wood

List the project goals:

- (1) Replace missing rotted boards
- (2) Pressure Clean Gazebo
- (3) Paint & Re-seal gazebo

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

1832 Tuscan Mill Way
Ocoee, FL 34701

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

For physical improvements, will it be located on:

Public Right-of-Way:

no

Private Property:

no

Common Area Owned by the Homeowners Association:

Yes

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

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

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

Fanny MacTavish

Print name of person preparing application

Fanny MacTavish

Signature of Project Leader

Fanny MacTavish

Signature of person preparing application

Megner

Signature of Neighborhood President

Date: 2/24/23

Date: 2/24/23

Willows on the Lake at Lake Johio HOA

Board Meeting Minutes – Draft

February 13, 2023 at 6:00 PM

Tom Ison Senior & Veteran Center

1701 Adair St., Ocoee, FL 34761

2023 BOD Members: Darlene Magnes –President; Fanny MacTavish –Vice President; Mohammed Hassan -Secretary/Treasurer, Luis Setien - Director

Comments from Neighborhood-not part of minutes; 4 homeowners present

- I. **Call to Order:** 6:11PM by Darlene
- II. **Quorum:** Darlene, Fanny, Mohammed, Luis and also present Karie Clearwater, LCAM, with Southwest Property Management.
- III. **Notice of Meeting:** Posted in community on yard sign at exit gate & on www.SouthwestPropertyManagement.com
- IV. **Approval of Minutes:** Darlene **MOTIONS** to approve the minutes from October 11th, 2022 **SECONDS:** Fanny **ALL APPROVE**
- V. **Manager's Report**
 - A. **Financials**
 1. **Legal Collections:** See attachment
 - a. **Case 38:** Hearing on Motion for Attorney Fees and Costs scheduled for Feb. 2nd.
 - b. **Case 74:** Homeowner paid balance in full in December.
 - c. **Case 25:** lien filed by Saydah in early October. Motion to Show Cause hearing scheduled for Feb. 14.
 2. **Monthly Financials:** See attached General Ledger Balance Sheet, Year to Date Budget Comparison, Accounts Receivable Aging and New Owner List all through 12/31/2022.
 - B. **Work Order Report:** See attachment for January
 - C. **ARC Report** – report by Fanny. Board and Leander discussed whether or not applicants should submit approved permit with ARC application or after the application. Fanny would like to table discussion.
 - D. **Compliance** – see attachment for October status report from Saydah Law Firm
 1. **Case 23:** At JLD for painting without ARB approval. HOA and homeowner agreed to paint garage (currently white) and case would be closed.
 2. **Case 25:** Motion to Show Cause hearing set for Feb. 14.
 3. **Case 38:** With SLF for roof needs cleaning, fence needs cleaning, street parking and house needs cleaning. SLF has filed suit and has filed for default on all defendants.
 4. **Case 81:** With JLD for painting home without ARC approval
 5. **Case 75:** homeowner did not pay CV per balance owed letter
 6. **Case 37:** waiting for homeowner's attorney to reschedule mediation.
- VI. **Old Business**
 - A. **Declaration Amendment:** Fanny to head review of governing documents to propose amendments to fix some issues, including adding the ability to approve tenants and holiday decoration rules.
 - B. **Mailboxes:** Richard with GRL will be completing the remainder of the mailbox repairs this month. He provided an estimate for \$532.00 to provide and install all new numbers at every mailbox. Darlene **MOTIONS** to accept proposal. **SECONDS:** Fanny **ALL APPROVE**
 - C. **Gazebo:** Gazebo needs repair and there are trespassers fishing off the gazebo. DiMasi said that the HOA cannot close without replacing. They estimated \$1,000 to research Fair Housing Act to see if Board can issue rules and regulation on the gazebo. **HOLD**
 - D. **Playground:** DiMasi said that the HOA cannot close without replacing or getting homeowners to vote to remove the playground. **HOLD**
 - E. **Gate Codes:** Darlene to head gate code project to delete current vendor codes because of trespassing issues.
 - F. **Home of the quarter:** Board to do Home of the Quarter in March. Mohammed to head selection.

VII. New Business

- A. **Meeting dates for 2023:** The four free meetings at the Tom Ison Center will be on February 13, June 14, August 16, and October 4 (annual/budget). Board to select April and early December dates and locations.
- B. **Board Member:** Ramon "Ray" Diaz resigned from the board. Karie will send out an email blast to ask for submission of Board applications, along with volunteers for the ARB (2) and Fining Committees (5).
- C. **Garage Sale:** Date for spring community-wide garage sale will be April 15-16.
- D. **Lighting Upgrade:** Darlene **MOTIONS** to ratify Board approval of contract with Duke Energy to install new LED light fixtures and globes in the community. **SECONDS:** Mohammed **ALL APPROVE** Contract also includes adding a light pole in the cul-de-sac on Marsh Wren by the tot lot for \$1,818.06. Mohammed said the installation of the new lighting will be in June. Duke will also pressure wash the power poles.
- E. **City of Ocoee Grant:** Fanny **MOTIONS** to approve applying for a City of Ocoee grant to help with much needed repairs and beautification around the HOA. **SECONDS:** Darlene **ALL APPROVE** Three estimates are needed for the work being requested in the grant.
- F. **Dock/Gazebo Repairs:** Board is collecting estimates for the repairs of the dock and gazebo. They currently have an estimate from GRL for \$3,000 to pressure wash, repair and paint dock and gazebo. Mohammed and Luis (Over the Top for \$2,700) will send estimates that they were able to obtain.
- G. **Dock/Gazebo Area Enhancement:** Board is collecting estimates for landscaping and irrigation needed in the dock/gazebo area. Estimates have been provided from Hernandez Landscaping for \$3,245.00 and GRL for \$1,500.00 to start. Fanny will reach out to vendors to make sure they are estimating the same items and obtain a third estimate.
- H. **Marsh Wren Clean Up:** Estimate from Hernandez Landscaping to clean out overgrown landscaping and trees on Marsh Wren by tot lot and utility station.
- I. **Clarke Gate:** Mohammed mentioned that the pavers are coming up on the inside of the gate entrance. Karie will get estimate from Dr. Phillips pavers.
- J. **Gate Hinges:** Estimate provided from American Knight for \$3,043.98 to replace the hinges on the Lake Johio gates.
- K. **Clarke Gate:** Darlene or Fanny will send over the estimate from American Knight from 2021 to repair the Clarke pedestrian gate on the entrance side. Board would like the work to be completed due to the safety issue of the gate not closing correctly.

VIII. Adjournment: 8:02PM Mohammed **MOTIONS** to adjourn. **Seconds:** Darlene **All Approve**

2023 Board meeting dates: February 13, April ??, June 14, August 16, October 4 Annual/Budget, December ??

COLOR CODE: **YELLOW** - MOTION **GREEN** - ACTION ITEM **PURPLE** - COMPLETED **BLUE** - OPEN

Gazebo
Repair



Remodeling & Landscaping

8809 Mescalero Street
Orlando, Florida 32829
(407) 273-0551
Cell (407) 739-8809

Proposal- Acceptance

Proposal ID: 23-2012

SUBMITTED:	DATE:	
Willows on the Lake H.O.A.	2-5-23	
STREET:	JOB NAME:	
	REPAIR OF GAZEBO AND DOCK	
CITY, STATE AND ZIP CODE:	JOB LOCATION:	
Ocoee, FL	Dock/Gazebo area in H.O.A.	
PHONE:	JOB/FAX PHONE:	PROJECT DIRECTOR:
(407)	(407) 304-6165	Karie Clearwater (South West Property Management)
WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:		

REPAIR OF GAZEBO AND DOCK:

- 1) Pressure wash dock and Gazebo.
- 2) Supply and install one metal post top.
- 3) Paint (16) post tops.
- 4) Replace (10) deck floor wood 2x6x4.
- 5) Replace (7) 1x6x8 top handle rail wood.
- 6) Supply and install (5) rail spindles.
- 7) Repair two light fixtures under Gazebo.
- 8) Lever wood at entrance.
- 9) Spray a Stain and Sealer on the Deck and Gazebo.

Price includes Labor, Wood, Post Caps and Stain and Sealer to Complete

.....\$ 3,000.00



Remodeling & Landscaping

Proposal - Acceptance

NOTE: Price does not include ALL THE WOOD ON THE DECK OR GAZEBO
The quoted cost(s) does not include any taxes or permit fees, if applicable.

G.R.L. MISSION STATEMENT

"To always exceed customer expectations by providing unequalled service in an ethical, environmentally responsible, caring and responsive manner."

Thank you for the opportunity to submit this quote and we look forward to serving you.

WE PROPOSE HEREBY TO FURNISH MATERIALS COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. FOR THE SUM OF:

As Above, plus applicable taxes.

DOLLARS (\$) + TAX \$ 3,000.00

PAYMENT TO BE MADE AS FOLLOWS:

Balance upon completion,

\$ 3,000.00

All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the amount set forth above. We shall not be responsible for delays caused by strikes, accidents, or other contingencies beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's Compensation Insurance.

AUTHORIZED SIGNATURE:

Note: We may withdraw this proposal if not Accepted within 30 Days.

ACCEPTANCE OF PROPOSAL:

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

DATE OF ACCEPTANCE:

SIGNATURE:

[Print](#)[PDF](#)[Decline](#)[Accept](#)

Sunil Singh)
Sunil Singh
SZS Construction Services LLC
12937 Reaves Rd
Wintergarden, FL 34787
[4073833122](tel:4073833122)
szsconstructionllc@gmail.com

ESTIMATE

Willows on the Lake

Estimate # 0000268

Estimate Date 01/04/2023

Item	Description	Unit Price	Quantity	Amount
	Is to Pressure wash Gazebo, Replace all missing and rotted boards And water seal Gazebo.	4500.00	1.00	4,500.00
Subtotal				4,500.00
Total				4,500.00
Amount Paid				0.00



OverTop Painting & Restoration

(407) 450-2020
contact@OverTopnc.com
<http://www.OverTopnc.com>

ADDRESS

Willows On The Lake HOA
1803 Carolina Wren Dr
Ocoee, FL 34761

Estimate 2721

DATE 01/25/2023

DATE	ACTIVITY	AMOUNT
	Exterior Painting Paint/stain a Gazebo dock (color to be chosen by customer)	5,750.00

We're BBB Accredited and we also carry GL and Worker's comp. insurance.
OverTop Painting requires a 10% down payment upon acceptance of work, 40% at the start and 50% at completion.

Forms of Payment: Cash, check, Zelle (no transaction fee)

Bank Wire Transfer available by clicking "Review and Pay" when Invoice is received. (No transaction fee)

Venmo, Paypal and Credit Card (incurs a 2.9% transaction fee)

TOTAL **\$5,750.00**

Accepted By

Accepted Date

FREE Same Day Pickup

MacTavish, Fanny
(407)325-4548

495503
fmjet42@yahoo.com

(COMBO)1HR - 4 4x6 Internet Print /1
4x4 Internet Print

02/21/23 07:11 AM
SUSANNE

Store #4961
Order #10055378012

PICKUP TIME: 02/21/23 08:10 AM

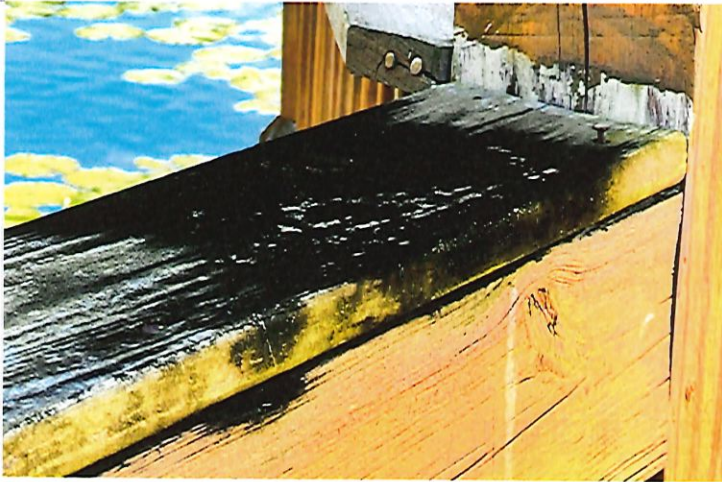


4 9 0 0 1 4 9 5 5 0 3 0

Pay this amount plus tax and/or shipping
(not included) in the store.

Amount Due \$1.43

Walgreens
108





STAFF REPORT

Meeting Date: June 6, 2023

Item #: 12

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: The Regency Mixed-Use Development Large Scale Final Site Plan and First Amendment to the Development Agreement (LS-2022-012). (Development Services Director Rumer)

Background Summary:

On May 3, 2022, the Honorable Mayor and City Commissioners approved the Large-Scale Preliminary Site Plan and Development Agreement for The Regency Mixed-Use Development which will be located in the Community Redevelopment Area (CRA) Special Overlay District titled: CRA Target Area 1. The property contains three (3) parcels identified as parcel numbers 30-22-28-0000-00-018, 30-22-28-0000-00-059, and 30-22-28-0000-00-016. The subject properties combined are approximately 16.68 acres in size and are more generally located on the north side of the Florida Turnpike and the west side of the Maguire Road at the Old Winter Garden Road Intersection and also within Commission District 3 - Richard Firstner.

The Large-Scale Preliminary Site Plan approval by the City Commission entitled the Mixed-Use Urban Development project is as follows: 300 luxury multi-family units on approximately 16.68 acres & seven (7) buildings as reflected in sheet C4:

- Building 1: 12 units and +/- 7,000 SF of retail uses
- Building 2: 32 units (Studio, 1 and 3 Bedrooms)
- Building 3 & 4: 88 units (1,2, and 3 Bedroom Units)
- Phase 5, 6, & 7: 168 units (1, 2, & 3 Bedrooms)

Buildings 1 and 2 will be located on the north side of the extension of Old Winter Garden Road. There will be two access points, with one a northern road connection as required in the CRA Target Area 1 Development Plan.

Buildings 3-7 and the Club House will be located on the south side of the extension of Old Winter Garden Road. The project will have two (2) access points. The main access/entrances will be off of Old Winter Garden Road. An amenity center/clubhouse, dog park, and a stormwater pond will also be located on this site. Utilities will be extended to the site from Maguire Road.

The Development Agreement approved on May 3, 2022, provided credits for the Transportation Impact fees, Parks and Recreation Impact fees, Utility Capital Charges, and participation in improvements to the Maguire Road / Old Winter Garden intersection. The proposed First Amendment to the Development Agreement provides for some changes to the original Development Agreement and provides for actual amounts of credits

and payments. The changes are as follows:

Section 6 Credits -

- 1) Amended Section 6 (a) from 75% Transportation credits for dollar-for-dollar actual cost of design, engineering, and construction of the Old Winter Garden Road and new North Road to 100% Transportation Credits based on the amount applied for the 300 multi-family units and 7,000 sf of retail.
- 2) Amended 6(b) from 75% credits on the cost of the intersection improvements to a dedicated payment of **\$830,616** upon the completion/construction of the Old Winter Garden Road/Maguire Road intersection. This is approximately 50% of the estimated overall construction cost.
- 3) No amendment to Section 6 (c). Just want to note that no Utility Credits are being provided.
- 4) Amended Section 6(d) to provide the actual amount of Park Impact fee Credits of \$117,000.00.

Section 7 Construction of Retention Pond -

- a) Amended to add the actual cost of \$193,461,000.00.

New Items provided in the Agreement -

- i) Added a new section whereby the City agrees to provide the Developer with a tax rebate or credit for real estate taxes due against the property in the year 2023 and through the end of the construction of the Project which is 21 months from the start of construction;
- ii) Upon completion of the Old Winter Garden Road Extension and Street A and the conveyance or dedication of each to the City, the City shall pay to the Developer a payment equal to 20% of the appraised value of the CRA internal road network right-of-way. Such payment is anticipated to be in the amount of Five Hundred Sixty Thousand Dollars and No/100 Dollars (\$560,000.00);
- iii) Provides for the opportunity to be reimbursed in the event the City receives funding or a reimbursement from a third party for the costs of the Old Winter Garden Road Extension or Street A, the City shall disburse to Developer its pro rata share of the construction costs related to Old Winter Garden Road Extension and Street A. An example would be funding from FDOT for the Old Winter Garden Road Extension.
- iv) The City agrees to provide the Developer a credit of 50% against the City's costs and fees to review the plans for the Project. This credit is currently estimated to be One Hundred Twenty-Five Thousand Dollars and No/100 Dollars (\$125,000.00).

On a final note to the background of this project, the Development Agreement is typically amended as part of the approval of the Final Site Plan as it is the true costs of construction and infrastructure that is received. Also, since some on the Commission did not participate in the original Large-Scale Final Site Plan approval, staff wanted to provide a short overview of what the Mixed-Use project brings to the City and CRA. The development of Target Area 1 is critical to the overall success of the CRA, and the City as a whole. With these development improvements to the Maguire Road Intersection and the commencing of the Old Winter Garden Road extension, which is required in the Target Area requirements and is listed as a future City Project in the Comprehensive Plan, the City has the opportunity to partner with the developer of The Regency to not only improve our regional transportation system, but provide an urban mixed product of residential and commercial. Based on a study prepared by Raftelis Financial Consultants, The Regency should contribute between \$776,096 - \$800,000 annually to the Redevelopment Trust Fund (see page 11 of the attached TIF Projection Report). Also, after the CRA has sunset/ended, this taxable value will be received in the general fund in perpetuity. Staff would be remiss if we did not emphasize that this applicant/developer was committed to the vision of the City and Target Area's requirement to provide for mixed-use from day one and purchased the property without the need for government approval before closing.

Issue:

Should the Honorable Mayor and City Commissioners approve with conditions The Regency Mixed-Use Large Scale Final Site Plan and First Amendment to the Development Agreement?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the Large-Scale Final Site Plan

and First Amendment to the Development Agreement for The Regency Mixed-Use Development with the following conditions:

1. All final staff comments are revised to staff's satisfaction.
2. Approval of the accompanying First Amendment to the Development Agreement.
3. Approvals from SJRWMD and FDEP.

Attachments:

1. Aerial
2. Regency at Ocoee - Final Site Plan
3. Regency Building Elevations
4. First Amendment to Development Agreement
5. Development Agreement
6. Regency TIF Projection

Financial Impacts:

Impacts to the CRA:

The CRA would pay the developer \$830,616 upon the completion/construction of the Old Winter Garden Road/Maguire Road intersection. This is approximately 50% of the estimated overall construction cost. The CRA would pay the developer \$560,000, which is approximately 20%, of the Old Winter Garden Road extension right-of-way cost. Payment will be made once construction has been completed and approved by the City. The roadway right-of-way cost is currently estimated at \$2.8 million.

The total CRA incentive program is \$1,110,616

General Fund Impact:

Provide 100% Transportation Impact Fee Credits, totaling \$845,161.55, to be applied towards the Old Winter Garden Road/New North Road.

Provide 25% Recreation Impact Fees Credits, totaling \$117,000, to be applied towards creating a public park around the stormwater pond.

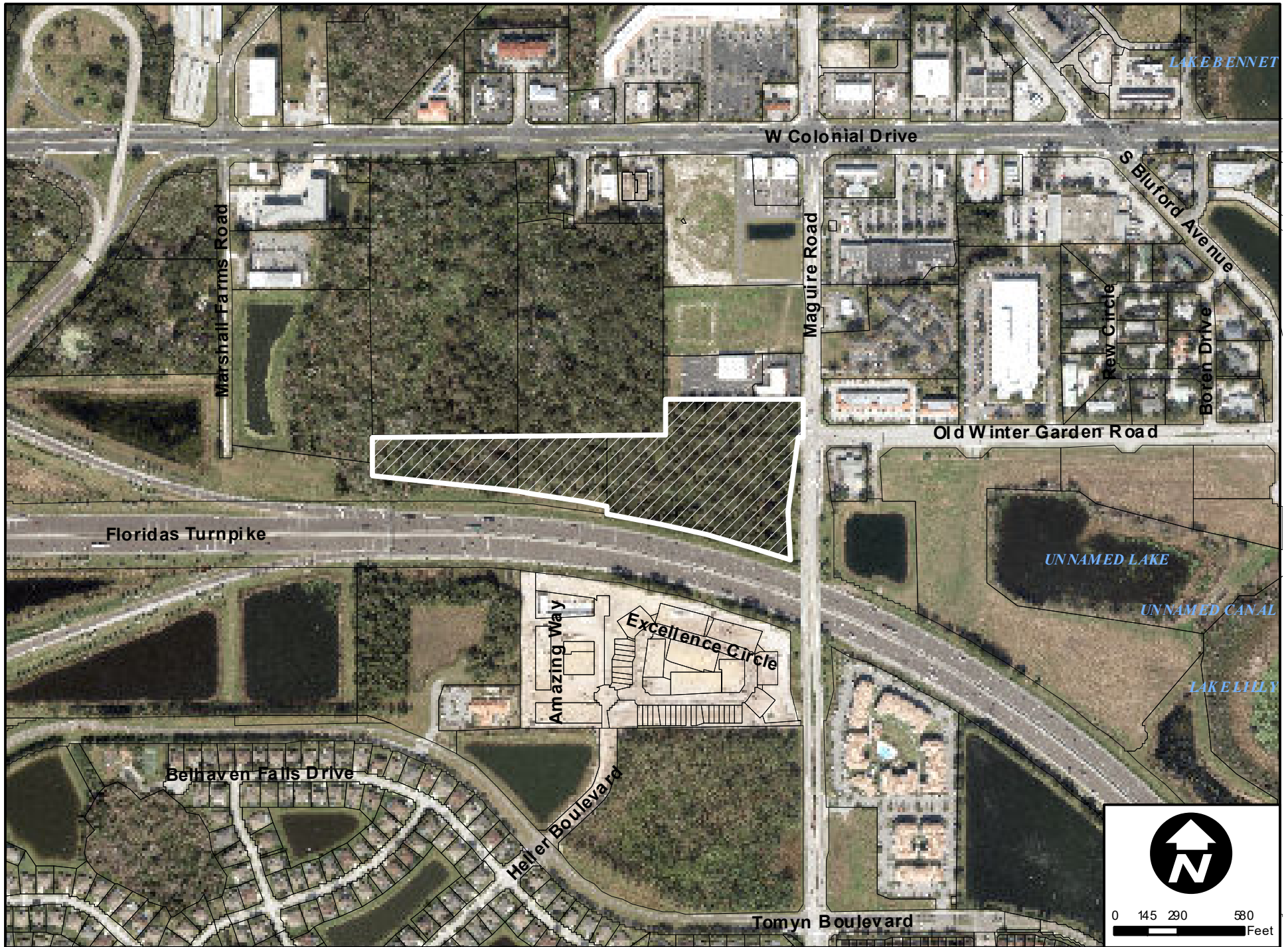
\$193,461 from the City's Stormwater Fund to pay for the City's portion of the stormwater retention in the project's pond.

Building Plan Review Fee Credit of 50%. This will reduce the cost of Plan Review from an estimated \$250,000 to \$125,000 based on a construction cost of \$50,000,000.

Real estate tax rebate/credit for this year and during the duration of construction (estimated at 21 months) in an amount not to exceed \$100,000.

The total for City General Fund is \$1,653,622.55

Type of Item: Regular

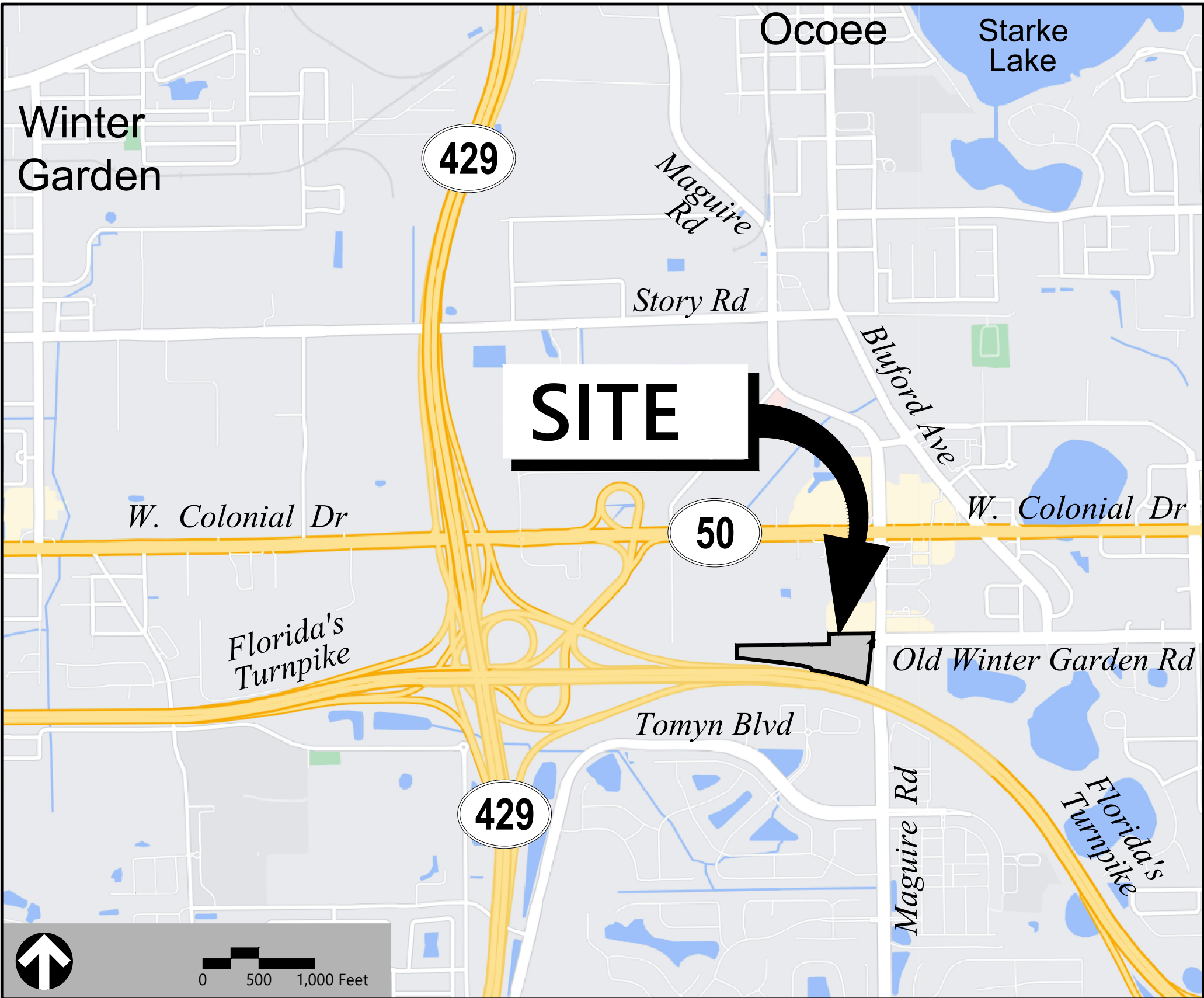


THE REGENCY AT OCOEE
LARGE SCALE FINAL SITE PLAN

Issued for:	SJRWMD Permit
Date Issued:	October 2022
Latest Issue:	May 2023

Orange County, Florida
City of Ocoee

Parcel IDs: 30-22-28-0000-00-016,
30-22-28-0000-00-018,
30-22-28-0000-00-059



Site Location Map

Owners

Ocoee Acquisition Company LLC
5911 Turkey Lake Rd
Suite 303
Orlando, FL, 32819-4220

Applicant

Selnik Development LLC
5911 Turkey Lake Road
Suite No. 303
Orlando, Florida 32819

LEGAL DESCRIPTION PER TITLE COMMITMENT, ISSUING OFFICE FILE NUMBER: ANTHONY.BRANDROP
That part of the East 28 acres of the Southeast 1/4 of the Northeast 1/4 of Section 30, Township 22 South, Range 28 East, Orange County, Florida, LESS road right of way on East and LESS right of way for Sunshine State Parkway and LESS part lying South of Sunshine State Parkway, and also LESS that part for road in O.R. Book 5937, Page 4453, Public Records of Orange County, Florida.

And

The Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 22 South, Range 28 East, Orange County, Florida, LESS the North 509.81 feet and LESS road right of way on East.

Said Parcel contains 10.793 Acres more or less.

LEGAL DESCRIPTION PER TITLE COMMITMENT, COMMITMENT NUMBER: 21000050181 / 51723.0008/KHJ
That part of the West 12 acres of the SE 1/4 of the NE 1/4 of Section 30, Township 22 South, Range 28 East, Orange County, Florida lying North of the Northerly right of way line of the Sunshine State Parkway as shown on the Florida State Turnpike Authority Right of Way Map, Station 5975 +00 to 6036+86.51, Dated 02-03-62.

Less and Except:

A portion of the Northeast 1/4, Section 30, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 (a 1" iron pipe as now exists) run thence South 89°31'33" West along the South line thereof for 921.66 feet; run thence North 00°26'18" West for 964.96 feet to a point on the existing Northerly limited access right-of-way line for Florida's Turnpike and the Point of Beginning, said point being on a curve concave Southerly having a radius of 4795.60 feet, a central angle of 04°44'51" and a chord bearing of North 83°16'47" West; run thence Westerly along the arc of said curve for 397.37 feet; thence leaving said existing limited access right-of-way line run North 00°23'25" West for 52.07 feet to a point on a curve concave Southerly having a radius of 5729.58 feet, a central angle of 04°00'12" and a chord bearing of South 80°22'53" East; run thence Easterly along the arc of said curve for 400.34 feet; run thence South 00°26'18" for 31.68 feet to the Point of Beginning.

Said Parcel contains 2.619 Acres more or less.

LEGAL DESCRIPTION PER TITLE COMMITMENT, COMMITMENT NUMBER: 21000050182 / 51723.0008/KHJ
The North 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 30, Township 22 South, Range 28 East, Orange County, Florida;

Less and Except:

Road right of way for the Florida Turnpike and FURTHER LESS AND EXCEPT right of way described in Stipulated Order of Taking recorded in Official Records Book 5447, Page 1922, Public Records of Orange County, Florida.

Said Parcel contains 3.265 Acres more or less.

Sheet Index

No.	Drawing Title	Latest Issue
C0.00	Cover Sheet	May 2023
C1.00	Legend, Abbreviations, & General Notes	May 2023
C2.00-C2.10	Existing Conditions Plan	May 2023
C3.00-C3.10	Demolition & SWPP Plan	May 2023
C3.20	SWPP Notes	May 2023
C3.30	SWPP Details	May 2023
C4.00	Overall Site Plan	May 2023
C5.00-C5.10	Site Geometry Plan	May 2023
C5.20-C5.30	Striping & Signage Plan	May 2023
C5.40	Fire Access Plan	May 2023
C6.00-C6.10	Drainage Plan	May 2023
C7.00-C7.10	Grading Plan	May 2023
C8.00-C8.10	Utility Plan	May 2023
C8.20-C8.30	Water Main Plan & Profile	May 2023
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C9.00-C9.10	Typical Sections	May 2023
C10.00-C10.10	General Details	May 2023
C11.00-C11.20	Drainage Details	May 2023
C12.00-C12.90	Utility Details	May 2023
L300	Overall Landscape Plan	May 2023
L301-L306	Landscape Planting Plan	May 2023
L350-L352	Landscape Notes & Schedule	May 2023
L401-L402	Landscape Irrigation Plan	May 2023
L501-L502	Lighting Photometric Plans	May 2023
L550	Landscape Lighting Notes	May 2023

Reference Drawings

No.	Drawing Title	Latest Issue
Sv-1 - Sv-4	ALTA/NSPS Land Title Survey	November 23, 2021
A4.01 - A4.04B	Building Elevations	May 2023

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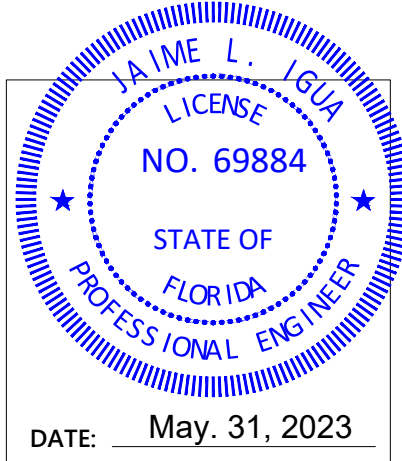
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This document has been electronically signed and sealed by Jaime L. Igua, P.E. on the date shown hereon using a digital signature.

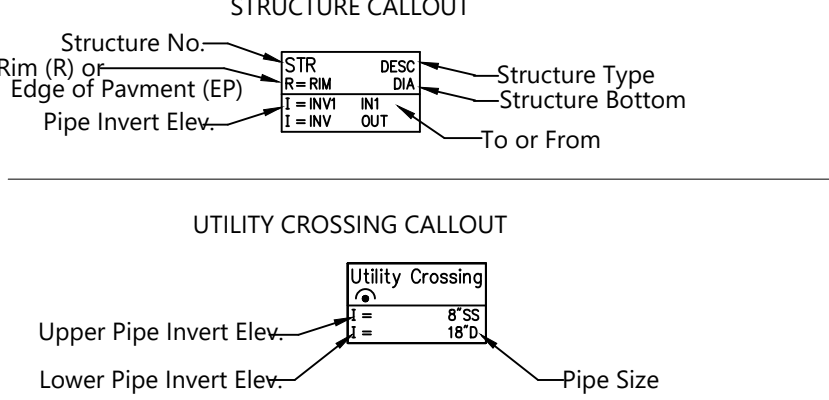
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Jaime L. Igua, PE
2023.05.31 17:05:21-04'00'



Legend			
Exist.	Prop.	Exist.	Prop.
			TOP & BOTTOM ELEVATION
			TOP & BOTTOM ELEVATION
			SPOT ELEVATION w/LEADER
			SPOT ELEVATION
			BORING LOCATION
			TEST PIT LOCATION
			TEST WELL
			MONITORING WELL
			BENCH MARK
			DRAINAGE LINE
			OVERFLOW DRAIN
			ROOF DRAIN
			SEWER LINE
			FORCE MAIN
			RECLAIMED WATER
			OVERHEAD WIRE
			WATER LINE
			FIRE PROTECTION LINE
			GAS LINE
			UNDERGROUND ELECTRIC
			TELEPHONE LINE
			FIRE ALARM
			CABLE TV
			DRAIN MANHOLE
			PLUG/STUB
			HEADWALL
			CONTROL STRUCTURE
			CURB INLET
			MES
			CATCH BASIN
			CURB STOP
			WATER GATE
			TAPPING SLEEVE & VALVE
			SIAMESE CONNECTION
			FIRE HYDRANT
			WATER METER
			POST INDICATOR VALVE
			WATER WELL
			GAS GATE
			GAS METER
			ELECTRIC MANHOLE
			ELECTRIC BOX
			ELECTRIC METER
			LIGHT POLE
			FLOOD LIGHT
			SINGLE LUMINAIRE
			DOUBLE LUMINAIRE
			TRIPLE LUMINAIRE
			QUAD LUMINAIRE
			WALL PACK
			TELEPHONE MANHOLE
			TRAFFIC SIGNAL
			SIGNAL BOX
			FIRE ALARM CONTROL PANEL
			FIRE ALARM BOX
			TRANSFORMER PAD

For Continuation See Sheet MATCHLINE TEXT
MATCHLINE



Abbreviations

General	Utility
ABAN ABANDON	CB CATCH BASIN
ACR ACCESSIBLE CURB RAMP	CMP CORRUGATED METAL PIPE
ADJ ADJUST	CO CLEANOUT
APPROX APPROXIMATE	DCB DOUBLE CATCH BASIN
BIT BITUMINOUS	DMH DRAIN MANHOLE
BS BOTTOM OF SLOPE	CI CAST IRON PIPE
BWLL BROKEN WHITE LANE LINE	COND CONDUIT
CONC CONCRETE	DIP DUCTILE IRON PIPE
DYCL DOUBLE YELLOW CENTER LINE	FES FLARED END SECTION
EL ELEVATION	FM FORCE MAIN
ELEV ELEVATION	F&G FRAME AND GRATE
EXIST EXISTING	F&C FRAME AND COVER
EX EXISTING	GI GUTTER INLET
FDN FOUNDATION	GT GREASE TRAP
FFE FIRST FLOOR ELEVATION	HDPE HIGH DENSITY POLYETHYLENE PIPE
GRAN GRANITE	HH HANDHOLE
GTD GRADE TO DRAIN	HW HEADWALL
LA LANDSCAPE AREA	HYD HYDRANT
LOD LIMIT OF DISTURBANCE	INV INVERT ELEVATION
MAX MAXIMUM	= INVERT ELEVATION
MIN MINIMUM	LP LIGHT POLE
NIC NOT IN CONTRACT	MES MITERED END SECTION
NTS NOT TO SCALE	PWW PAVED WATER WAY
PERF PERFORATED	PVC POLYVINYLCHLORIDE PIPE
PROP PROPOSED	RCP REINFORCED CONCRETE PIPE
REM REMOVE	R= RIM ELEVATION
RET RETAIN	SMH SEWER MANHOLE
R&D REMOVE AND DISPOSE	TSV TAPPING SLEEVE, VALVE AND BOX
R&R REMOVE AND RESET	UG UNDERGROUND
SWEL SOLID WHITE EDGE LINE	UP UTILITY POLE
SWLL SOLID WHITE LANE LINE	OUC ORLANDO UTILITY COMPANY
TS TOP OF SLOPE	FLORIDA DEPARTMENT OF TRANSPORTATION
TYP TYPICAL	FDEP FLORIDA DEPARTMENT OF ENVIRONMENTAL PRO.

GENERAL NOTES

- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE LATEST STANDARDS OF CITY OF OCOEE, FLORIDA AND FDOT.
- THE MOST STRINGENT STANDARDS BETWEEN THE CITY STANDARDS AND THE STANDARDS SET FORTH IN THE GENERAL NOTES (AS DETERMINED BY THE ENGINEER OF RECORD OR THE CITY ENGINEER) SHALL BE FOLLOWED.
- PAVEMENT STRIPING TO BE IN ACCORDANCE WITH CITY OF OCOEE SPECIFICATIONS AND WITH THE FLORIDA D.O.T. ROADWAY & TRAFFIC STANDARDS, INDEX 17346.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF SIZE AND LOCATION OF ALL EXISTING UTILITIES AND RELATED CONSTRUCTION PRIOR TO COMMENCEMENT OF WORK.
- DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO ENSURE AGAINST POLLUTING, SILTING OR DISTURBING TO SUCH AN EXTENT AS TO CAUSE AN INCREASE IN TURBIDITY TO THE EXISTING PONDS AND WETLAND/CONSERVATION AREAS. SUCH MEASURES SHALL BE APPROVED BY THE PROJECT ENGINEER AND MAY INCLUDE, BUT NOT BE LIMITED TO, CONSTRUCTION OF TEMPORARY EROSION CONTROL STRUCTURES SUCH AS SEDIMENT BASINS, SEDIMENT CHECKS, OR SILT BARRIERS.
- WHERE MUCK OR OTHER ORGANIC MATERIAL IS FOUND, IT SHALL BE REMOVED AND REPLACED BY GOOD QUALITY BACKFILL MATERIAL OBTAINED FROM THE GRADING OPERATIONS OR OTHER SOURCE APPROVED BY THE ENGINEER. THE ORGANIC MATERIAL SHALL BE THEN USED AS TOP DRESSING WHEN MIXED WITH CLEAN BACKFILL SOIL.
- ALL FINISHED GRADES AND ELEVATIONS ARE AS DENOTED BY THE APPLICABLE LEGEND.
- AS PART OF THE CLEARING AND GRUBBING OPERATION, THE CONTRACTOR IS TO REMOVE ALL FENCING AND/OR EXISTING FACILITIES FROM THE SITE.
- FOR BENCHMARKS - PROVIDED BY VHB SURVEY DATED ON FEBRUARY 16TH, 2022. VERTICAL INFORMATION SHOWN HEREON REFERS TO A ROUND NGS SURVEY DISK - STAMPED (19073 A, 2011) LOCATED 95.7 FT SOUTHWEST OF SURVEY MARK 19073 B, 69.9 FT NORTHWEST OF THE APPROXIMATE CENTERLINE OF LAKE WIRE DRIVE, 24.0 FT WEST OF THE NORTHWEST CORNER OF A CONCRETE AND STONE RETAINING WALL, 20.4 FT NORTHWEST OF THE NORTHWEST EDGE OF A CONCRETE SIDEWALK AND 1.3 FT SOUTH OF A CARSONITE WITNESS POST. ELEVATION = 195.47' (NAVD 88).
- A MINIMUM SEPARATION OF 1.5 FEET BETWEEN THE LIMEROCK BASE AND THE HIGHEST GROUNDWATER ELEVATION SHALL BE MAINTAINED WITHIN THE RIGHT-OF-WAY.
- A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- CONTACT SUNSHINE STATE - ONE CALL OF FLORIDA, INC. 48 HOURS BEFORE YOU DIG TEL. 800-432-4770
- UTILITY PIPELINES SHALL HAVE 42" OF COVER AS MEASURED BELOW THE NEAREST EDGE OF PAVEMENT ELEVATION, UNLESS THE EXISTING GROUND AT PIPELINE IS LOWER THAN THE EDGE OF THE PAVEMENT IN WHICH CASE 36" OF COVER ABOVE THE PIPE SHALL BE PROVIDED.
- THE PROPERTY MUST REMAIN UNDER ONE OWNER UNLESS UNITS ARE INDIVIDUALLY PLATTED OR A CONDOMINIUM IS FORMED.
- ALL PROPOSED ROADS ARE PRIVATE.

IF MUCK, ROCK, CLAY PHOSPHATE SLIMES OR OTHER UNSUITABLE MATERIAL IS ENCOUNTERED WITHIN THE LIMITS OF THE CONSTRUCTION AREA, THAT MATERIAL SHALL BE EXCAVATED COMPLETELY AND BACKFILLED WITH SUITABLE MATERIAL. OTHER UNSUITABLE PLASTIC MATERIALS, IDENTIFIED AS A-2-6, A-2-7, A-5, A-6, A-7(AASHTO DESIGNATION), WILL BE REMOVED (S A203).

SANITARY SEWER NOTES

- ALL MATERIALS AND CONSTRUCTION SHALL BE IN COMPLIANCE WITH CITY OF OCOEE ENGINEERING STANDARDS MANUAL.
- ALL MANHOLES SHALL HAVE A MINIMUM INSIDE DIAMETER OF 48 INCHES AND A MINIMUM ACCESS DIAMETER OF 22 INCHES.
- PIPE LENGTHS SHOWN REPRESENT SCALED DISTANCES BETWEEN MANHOLE CENTERLINE.
- ALL SANITARY SERVICE LATERALS SHALL BE 6 INCH DIAMETER WITH A 1% MINIMUM SLOPE.
- MINIMUM SEPARATION BETWEEN POTABLE WATER LINES AND SANITARY HAZARDS (SANITARY SEWER, FORCE MAIN, STORM SEWER, RAW WATER) SHALL BE MAINTAINED. A HORIZONTAL CLEARANCE OF TEN (10) FEET IN PARALLEL INSTALLATION AND 18 INCHES VERTICALLY AT CROSSINGS. SHOULD A VERTICAL SEPARATION OF LESS THAN THAT STIPULATED BE REQUIRED, THE WATER LINE SHALL BE CONSTRUCTED OF 20 FEET OF PRESSURE TIGHT JOINT DUCTILE IRON PIPE. IF THE REQUIRED 10 FT. HORIZONTAL CLEARANCE CANNOT BE MAINTAINED, THE SEWER MAIN SHALL BE PLACED IN A D.I.P. SLEEVE OR ENCASED IN CONCRETE IN ACCORDANCE WITH FDEP SPECIFICATIONS.
- INVERTS OF SANITARY SERVICE LATERALS AT THEIR CONNECTION TO SANITARY MANHOLES SHALL BE NO MORE THAN ONE (1) FOOT ABOVE THE MANHOLE INVERT.
- PRIOR TO PAVING, CONTRACTOR SHALL VERIFY THE AS-BUILT SANITARY SEWER PIPE SLOPES. MINIMUM AS BUILT 8" PVC SEWER LINE SLOPE WILL BE 0.40%. ANY LINE NOT MEETING MINIMUM SLOPE WILL BE RELIED BY CONTRACTOR TO MEET THE MINIMUM SLOPE REQUIREMENT AT NO ADDITIONAL COST.
- MARK LATERALS WITH 6" HIGH PIECE OF 2" X 4" PLANK PAINTED GREEN.

- GRAVITY SANITARY SEWER PIPE MATERIAL.
 - PVC GRAVITY SEWER PIPE (4" TO 15"), ASTM D-3034, SDR 35, UNIFORM MINIMUM "PIPE STIFFNESS" AT 5% DEFLECTION SHALL BE 46 PSI. WHEN THE AVERAGE DEPTH OF COVER OF THE GRAVITY SEWER PIPE IS 12" OR GREATER, SDR 26 PVC PIPE SHALL BE INSTALLED. THE JOINTS SHALL BE INTEGRAL BELL ELASTOMERIC GASKET JOINTS MANUFACTURED IN ACCORDANCE WITH ASTM D-3212 AND ASTM F-477, APPLICABLE UNI-BELL PLASTIC PIPE ASSOCIATION STANDARD IS UNI-B-7.
 - PVC GRAVITY SEWER PIPE (18" TO 27"), ASTM F-679, SDR 35, UNIFORM MINIMUM "PIPE STIFFNESS" AT 5% DEFLECTION SHALL BE 46 PSI. WHEN THE AVERAGE DEPTH OF COVER OF THE GRAVITY SEWER PIPE IS 12" OR GREATER, SDR 26 PVC PIPE SHALL BE INSTALLED. THE JOINTS SHALL BE INTEGRAL BELL ELASTOMERIC GASKET JOINTS MANUFACTURED IN ACCORDANCE WITH ASTM D-3212 AND ASTM F-477, APPLICABLE UNI-BELL PLASTIC PIPE ASSOCIATION STANDARD IS UNI-B-7.
 - ALL PVC PIPE SHALL BEAR THE NSF-DW SEAL. THE MINIMUM STANDARD LENGTH OF PIPE SHALL BE 13 FEET.

- LEAKAGE TESTS ARE SPECIFIED REQUIRING THAT:
 - THE LEAKAGE EXFILTRATION OR INFILTRATION DOES NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR ANY SECTION OF THE SYSTEM.
 - EXFILTRATION OR INFILTRATION TESTS BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET.
 - AIR TESTS, AS A MINIMUM, CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM C-828 FOR CLAY PIPE, ASTM C-924 FOR CONCRETE PIPE, ASTM F-1417 FOR PLASTIC PIPE, AND FOR OTHER MATERIALS APPROPRIATE TEST PROCEDURES, AIR TESTING, IF SPECIFIED FOR CONCRETE SEWER MANHOLES, CONFORMS TO THE TEST PROCEDURES DESCRIBED IN ASTM C-1244.

- DESIGN REQUIRES:
 - MANHOLE LIFT HOLES AND GRADE ADJUSTMENT RINGS BE SEALED WITH NON-SHRINKING MORTAR OR OTHER APPROPRIATE MATERIAL.
 - INLET AND OUTLET PIPES BE JOINED TO THE MANHOLE WITH A GASKETED FLEXIBLE WATER-TIGHT CONNECTION OR ANOTHER WATER-TIGHT CONNECTION ARRANGEMENT THAT ALLOWS DIFFERENTIAL SETTLEMENT OF THE PIPE AND MANHOLE WALL.
 - WATER-TIGHT MANHOLE COVERS BE USED WHEREVER THE MANHOLE TOPS MAY BE FLOODED BY STREET RUNOFF OF HIGH WATER.

- DEFLECTION TESTS SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDED STANDARDS FOR WASTEWATER FACILITIES, CHAPTER 33.85, FOR ALL GRAVITY SANITARY SEWER LINES.

PAVING AND DRAINAGE NOTES

- PIPE LENGTHS SHOWN REPRESENT SCALED DISTANCE BETWEEN CENTERLINES OF DRAINAGE STRUCTURES.
- ALL PAVEMENT RETURN RADII SHALL BE 50' AND MEASURED FROM THE INTERFACE TO THE CONCRETE CURB AND PAVEMENT SURFACE UNLESS OTHERWISE NOTED.
- DITCH BOTTOM AND CONTROL STRUCTURE INLET GRATES SHALL BE SECURED WITH CHAIN AND EYEBOLT.
- FIVE (5) FEET OF SOD IS REQUIRED AROUND ALL DITCH BOTTOM INLETS, MANHOLES, HEADWALLS AND MITERED END SECTIONS.
- SODDING OF DETENTION POND SIDE SLOPES SHOULD BE ACCOMPLISHED AS SOON AS POSSIBLE FOLLOWING COMPLETION OF GRADING TO MINIMIZE EROSION POTENTIAL.
- OPERATION AND MAINTENANCE OF THE ROADWAY AND DRAINAGE SYSTEM SHALL BE PERFORMED BY THE PROPERTY OWNER AND/OR HOME OWNER'S ASSOCIATION (HOA).
- PERMANENT BENCH MARKS WILL BE INSTALLED IN A PERMANENT MANNER ON THE STORMWATER OUTFALL STRUCTURES, ONE PER STORMWATER OUTFALL STRUCTURE.
- ALL FINISHED FLOOR ELEVATIONS WILL EXCEED THE 100-YEAR FLOOD PLAIN BY A MINIMUM OF TWO FEET (2).

AS-BUILT NOTES

- THE CONTRACTOR SHALL SUBMIT A CERTIFIED SET OF RECORD DRAWINGS TO THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING INFORMATION ON THE APPROVED PLANS CONCURRENTLY WITH CONSTRUCTION PROGRESS. RECORD DRAWINGS SUBMITTED TO THE ENGINEER AS PART OF THE PROJECT ACCEPTANCE SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS.

- DRAWINGS SHALL BE LEGIBLY MARKED TO RECORD ACTUAL CONSTRUCTION.
- DRAWINGS SHALL SHOW ACTUAL LOCATION OF ALL UNDERGROUND AND ABOVE GROUND STORM DRAINAGE, POTABLE WATER, RAW WATER AND WASTEWATER PIPING AND RELATED APPURTENANCES. ALL CHANGES TO PIPING LOCATION INCLUDING HORIZONTAL AND VERTICAL LOCATIONS OF UTILITIES AND APPURTENANCES SHALL BE CLEARLY SHOWN AND REFERENCED TO A MINIMUM OF 2 PERMANENT SURFACE IMPROVEMENTS. DRAWINGS SHALL ALSO SHOW ACTUAL INSTALLED PIPE MATERIAL, CLASS, ETC.
- DRAWINGS SHALL CLEARLY SHOW ALL FIELD CHANGES OF DIMENSION AND DETAIL INCLUDING CHANGES MADE BY FIELD ORDER OR BY CHANGE ORDER.
- DRAWINGS SHALL CLEARLY SHOW ALL DETAILS NOT ON ORIGINAL CONTRACT DRAWINGS, BUT CONSTRUCTED IN THE FIELD. ALL EQUIPMENT AND PIPING RELOCATION SHALL BE CLEARLY SHOWN.
- LOCATION OF ALL INLETS, MANHOLES, HYDRANTS, VALVES AND VALVE BOXES SHALL BE SHOWN. ALL VALVES SHALL BE REFERENCED FROM AT LEAST TWO AND PREFERABLY THREE PERMANENT POINTS.
- DIMENSIONS BETWEEN ALL INLETS AND MANHOLES SHALL BE FIELD VERIFIED AND SHOWN. THE INVERTS AND GRADE ELEVATIONS OF ALL INLETS AND MANHOLES SHALL BE SHOWN.
- CONTRACTOR SHALL PROVIDE AS-BUILT SURVEY FOR POND GRADING. SPOT ELEVATIONS SHALL BE TAKEN AT TOP OF BANK, POND BOTTOM, AND ALL GRADE BREAKS AT 50' INTERVALS.
- DRAWINGS SHALL CLEARLY INDICATE VERTICAL AND HORIZONTAL SEPARATION BETWEEN POTABLE WATER MAIN AND STORM DRAINAGE/SANITARY SEWER/RAW WATER MAINS AT POINTS OF CROSSING IN ACCORDANCE WITH FDEP CRITERIA.
- WHERE THE POTABLE WATER MAIN CROSSES OTHER UTILITIES (STORM, GRAVITY SEWER, FORCEMAIN AND RAW WATER), THE CERTIFIED AS-BUILT DRAWINGS SHALL CLEARLY INDICATE THE CONSTRUCTED ELEVATIONS IN SUCH A WAY THAT THE VERTICAL SEPARATION BETWEEN THE POTABLE WATER MAIN AND OTHER UTILITIES MAY BE VERIFIED BY THE ENGINEER. FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN THE CONTRACTOR EXCAVATING AND SURVEYING THE UTILITIES AT NO ADDITIONAL COST TO THE OWNER.
- WHERE THE POTABLE WATER MAIN CROSSES OTHER UTILITIES (STORM, GRAVITY SEWER, FORCEMAIN AND RAW WATER), THE CERTIFIED AS-BUILT DRAWINGS SHALL CLEARLY INDICATE THE LOCATIONS OF PIPE JOINTS IN SUCH A MANNER AS TO DEMONSTRATE THE PIPE IS CENTERED AT ALL THE CROSSING. FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN THE CONTRACTOR EXCAVATING AND SURVEYING THE UTILITIES AT NO ADDITIONAL COST TO THE OWNER.

- EACH SHEET OF THE PLANS SHALL BE SIGNED, SEALED AND DATED BY REGISTERED SURVEYOR WITH A NOTE READING "THESE AS-BUILT DRAWINGS ACCURATELY DEPICT THE ACTUAL IMPROVEMENTS AS CONSTRUCTED".
- AS-BUILTS NEED TO BE SUBMITTED TO THE CITY SIGNED AND SEALED IN ACCORDNACE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARDS MANUAL IN THE FOLLOWING FORMATS:
 - ONE (1) PDF COPY
 - CAD COPY DRAWN IN STATE PLANE COORDINATES

EROSION CONTROL NOTES

- AT A MINIMUM, SILT BARRIERS SHALL BE PLACED AS SHOWN ON THE CONSTRUCTION PLANS. IF DURING CONSTRUCTION THE PROPOSED EROSION CONTROL SYSTEM DOES NOT PERFORM SATISFACTORY, ALTERNATIVES AND ADDITIONAL MEASURES SHALL BE IMPLEMENTED BY THE CONTRACTOR IN ORDER TO COMPLY WITH CITY OF OCOEE AND S.F.W.M.D. EROSION PROTECTION STANDARDS.
- CONTRACTOR IS RESPONSIBLE TO SUBMIT AN EROSION CONTROL PLAN TO THE COUNTY ENGINEER FOR APPROVAL PRIOR TO THE SCHEDULING OF PRE-CONSTRUCTION CONFERENCE.
- CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR ALL EROSION PROTECTION COSTS. INCLUDING ANY COSTS ASSOCIATED WITH COMPLIANCE ISSUES AND ENFORCEMENT ACTIONS.
- IN THE EVENT OF EXCESSIVE OFF-SITE TRACKING, THE CONTRACTOR WILL BE OBLIGATED TO INSTALL ADDITIONAL MEASURES, SHOULD OFF-SITE TRACKING BECOME AN ISSUE. THE CITY WILL REQUIRE INSTALLATION OF YELLOW RUBBER STRIP ANTI-SEDIMENT TRACING DEVICE.

FORCE MAIN NOTES

- ALL CONSTRUCTION AND MATERIALS SHALL BE IN COMPLIANCE WITH CITY OF OCOEE ENGINEERING STANDARDS MANUAL.
- PIPE LENGTHS SHOWN REPRESENT SCALED DISTANCES BETWEEN FITTINGS OF BRANCHES AND MAINS.
- DEFLECTIONS AT PIPE JOINTS SHALL NOT EXCEED THOSE RECOMMENDED BY THE PIPE MANUFACTURER.
- ALL VALVES SHALL BE EQUIPPED WITH AN ADJUSTABLE CAST IRON VALVE BOX WITH COVER, WITH THREADED CAST BRONZE EXTENSIONS WHERE NEEDED, UNLESS OTHERWISE NOTED.
- ALL PVC FORCE MAIN SHALL BE AS SPECIFIED IN THE CONTRACT DOCUMENTS, MARKED WITH THE SEAL OF APPROVAL OF THE NATIONAL SANITATION FOUNDATION (NSF).
- ALL NON-METALLIC FORCE MAINS SHALL BE INSTALLED WITH A CONTINUOUS, INSULATED 10 GAUGE COPPER WIRE INSTALLED DIRECTLY ON TOP OF THE PIPE FOR LOCATION PURPOSES. SEE STANDARD DRAWINGS. IN ADDITION, ALL PVC FORCE MAINS SHALL BE EITHER A SOLID GREEN COLOR OR WHITE WITH GREEN LETTERING. ALL LETTERING SHALL APPEAR LEGIBLY ON PIPE AND SHALL RUN THE ENTIRE LENGTH OF THE PIPE. LETTERING SHALL READ AS IS ACCEPTABLE FOR THE INTENDED USE.
- HYDROSTATIC TESTING OF THE FORCE MAIN SHALL BE DONE IN ACCORDANCE WITH THE AWWA STANDARDS. HYDROSTATIC TESTING TO BE DONE IN ACCORDANCE WITH AWWA C-600.

- SANITARY FORCE MAIN PIPE MATERIALS:
 - ALL PVC PIPE OF NOMINAL DIAMETER 4" THROUGH 12 INCHES SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C-900. THE PVC PIPE SHALL HAVE A MINIMUM WORKING PRESSURE RATING OF 150 PSI AND SHALL HAVE A DIMENSION RATIO (DR) OF 25. PIPE SHALL BE THE SAME OD AS DUCTILE IRON PIPE. PVC PIPE SHALL BE AWWA STANDARD C-900, DR 18.
 - ALL DUCTILE IRON PIPE OF NOMINAL DIAMETER 4 THROUGH 54 INCHES SHALL CONFORM TO ANSI/AWWA A-21.51/C-151. A MINIMUM OF PRESSURE CLASS 350 PIPE SHALL BE SUPPLIED FOR ALL SIZES OF PIPE UNLESS A HIGHER CLASS PIPE IS SPECIFICALLY CALLED OUT OR REQUIRED BY THE CITY.

- AIR RELEASE VALVES SHALL BE REQUIRED AT ALL HIGH POINTS IN THE PROPOSED FORCE MAIN.

RECLAIM MAIN NOTES

- PIPE USED IN RECLAIM DISTRIBUTION SYSTEMS SHALL BE GENERALLY POLYVINYL CHLORIDE PIPE (PVC) WITH DIRECT BURIAL APPLICATIONS. FOR DIRECTIONAL DRILL APPLICATIONS HIGH DENSITY POLYETHYLENE PIPE (HDPE) SHALL BE REQUIRED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS FURNISHED AND STORAGE OF SAME, UNTIL THE DATE OF SUBSTANTIAL COMPLETION. THE CONTRACTOR SHALL REPLACE, AT THE CONTRACTOR'S EXPENSE, ALL MATERIALS FOUND TO BE DEFECTIVE OR DAMAGED IN HANDLING OR STORAGE. THE CONTRACTOR SHALL, IF REQUESTED BY THE CITY, FURNISH CERTIFICATES, AFFIDAVITS OF COMPLIANCE, TEST REPORTS, OR SAMPLES FOR CHECK ANALYSIS FOR ANY OF THE MATERIALS SPECIFIED HEREIN. ALL PIPE DELIVERED TO PROJECT SITE FOR INSTALLATION IS SUBJECT TO RANDOM TESTING FOR COMPLIANCE WITH THE DESIGNATED SPECIFICATIONS.
- RECLAIM MAIN PIPE MATERIAL: ALL PVC MAINS OF NOMINAL DIAMETER 4" THROUGH 12" SHALL BE AWWA C900 SDR18 AND MAINS GREATER THAN 12" SHALL BE C905 SCR18. REFER TO ARTICLE 33 HORIZONTAL DIRECTIONAL DRILLING FOR HDPE MATERIAL REQUIREMENTS.
- ANY FITTINGS REQUIRED SHALL BE MECHANICAL JOINT DUCTILE IRON OR GRAY IRON CONFORMING TO ANSI/AWWA A-21.10/C-110, 250 PSI MINIMUM PRESSURE RATING, OR DUCTILE IRON COMPACT FITTINGS 4" THROUGH 12" IN ACCORDANCE WITH ANSI/AWWA A21.53/C-153.
- JOINTS FOR DUCTILE IRON PIPE AND FITTING JOINTS SHALL BE PUSH-ON OR MECHANICAL JOINTS CONFORMING TO ANSI/AWWA A-21.11/C-111. WHERE CALLED FOR IN THE PLANS, RESTRAINED OR FLANGED JOINTS SHALL BE PROVIDED. FLANGED JOINTS SHALL CONFORM TO ANSI STANDARD B-16.1-125 LB. RESTRAINED JOINTS SHALL CONFORM TO ARTICLE 26 OF THIS MANUAL.

WATER NOTES

- ALL CONSTRUCTION AND MATERIALS SHALL BE IN COMPLIANCE WITH AWWA STANDARDS AS WELL AS CITY OF OCOEE ENGINEERING STANDARDS MANUAL.
- PIPE LENGTHS SHOWN REPRESENT SCALED DISTANCES BETWEEN FITTINGS OF BRANCHES AND MAINS.
- DEFLECTIONS AT PIPE JOINTS SHALL NOT EXCEED THOSE RECOMMENDED BY THE PIPE MANUFACTURER.
- SANITARY SEWER GRAVITY MAINS ARE TO BE UPGRADED IN MATERIAL TO WATER MAIN STANDARDS AND HYDROSTATICALLY PRESSURE TESTED WITH WATER TO ENSURE JOINT TIGHTNESS IF EITHER OF THE HORIZONTAL OR VERTICAL MINIMUM REQUIRED CLEARANCE FROM A WATER MAIN CANNOT BE MAINTAINED OR IF THE SEWER MAIN IS ABOVE THE WATER MAIN. ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS SHALL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE OR THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY - OR PRESSURE - TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RAW WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED GRAVITY - OR VACUUM - TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE OTHER PIPELINE OR AT LEAST 12 INCHES BELOW THE OTHER PIPELINE; AND NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RAW WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OTHER PIPELINE.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS INCLUDED IN THIS PROJECT SHALL BE LAID TO PROVIDED A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RAW WATER REGULATED, UNDER PART III OF CHAPTER 62-610, F.A.C.; A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY -TYPE SANITARY SEWER (OR A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY TYPE SANITARY SEWER IF THE BOTTOM OF THE WATER MAIN WILL BE LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER); A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED PRESSURE -TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RAW WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- ALL GATE VALVES SHALL BE EQUIPPED WITH AN ADJUSTABLE CAST IRON VALVE BOX WITH COVER, WITH THREADED CAST BRONZE EXTENSIONS WHERE NEEDED.
- ALL PUBLIC WATER SYSTEM COMPONENTS, EXCLUDING FIRE HYDRANTS, THAT SHALL BE INSTALLED UNDER THIS PROJECT, AND THAT SHALL COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NSF INTERNATIONAL STANDARD 61 AND SHALL BE MARKED WITH THE NSF SEAL OF APPROVAL.
- ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT SHALL BE COLOR CODED MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320(21)(b)3, F.A.C., USING BLUE AS A PREDOMINANT COLOR. ALL DUCTILE IRON WATER MAINS SHALL BE MARKED WITH A CONTINUOUS STRIPE LOCATED WITHIN THE TOP 90 DEGREES OF THE PIPE. SAID STRIPE SHALL BE A MINIMUM 2 INCHES IN WIDTH AND SHALL BE BLUE IN COLOR. BACKFILL SHALL NOT BE PLACED FOR 30 MINUTES FOLLOWING PAINT APPLICATION. FOR PIPE WITH AN INTERNAL DIAMETER OF 24" OR GREATER, TAPE OR PAINT SHALL BE APPLIED IN CONTINUOUS LINES A LONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE.
- ALL NON-METALLIC WATER MAINS SHALL BE INSTALLED WITH A CONTINUOUS, INSULATED 10 GAUGE COPPER WIRE INSTALLED DIRECTLY ON TOP OF THE PIPE FOR LOCATION PURPOSES. SEE STANDARD DRAWINGS. IN ADDITION, ALL PVC WATER MAINS SHALL BE A SOLID BLUE COLOR.
- HYDROSTATIC TESTING AND THE DISINFECTION OF THE WATER DISTRIBUTION SYSTEM SHALL BE DONE IN ACCORDANCE WITH THE AWWA STANDARDS. HYDROSTATIC TESTING TO BE DONE IN ACCORDANCE WITH AWWA C-600 FOR DUCTILE IRON PIPE AND C-605 FOR PVC PIPE. DISINFECTING TO BE DONE IN ACCORDANCE WITH AWWA C-651 AND RULE 62-553.340 F.A.C.
- MARK SERVICES WITH 6" HIGH PIECE OF 2" X 4" PLANK PAINTED BLUE.

- WATER MAINS WITHIN CITY RIGHT-OF-WAY: ALL DUCTILE IRON PIPE OF NOMINAL DIAMETER 4 THROUGH 54 INCHES SHALL CONFORM TO ANSI/AWWA A-21.51/C-151. A MINIMUM OF PRESSURE CLASS 350 PIPE SHALL BE SUPPLIED FOR ALL SIZES OF PIPE UNLESS SPECIFICALLY CALLED OUT IN THE DETAIL SHEETS, OR REQUIRED BY THE CITY.

- PIPE MATERIALS WITHIN PRIVATE PROPERTY: ALL PIPE, PIPE FITTINGS, PIPE JOINT PACKING AND JOINTING MATERIALS, VALVES, FIRE HYDRANTS, AND METERS INSTALLED UNDER THIS PROJECT SHALL CONFORM TO APPLICABLE AWWA STANDARDS. (A) PVC - SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C900, LATEST EDITION. THE PVC SHALL HAVE A MINIMUM WORKING PRESSURE OF 150 PSI AND SHALL HAVE A DIMENSION RATIO (DR) OF 18. PIPE SHALL BE THE SAME O.D. AS DUCTILE IRON PIPE. PVC JOINT - SHALL BE IN ACCORDANCE WITH ASTM D3139 AND AWWA STANDARDS. (B) DUCTILE IRON - SHALL CONFORM TO ANSI/AWWA A21.51/C151. A MINIMUM OF CLASS 50 PIPE SHALL BE SUPPLIED. DUCTILE IRON JOINT - SHALL BE HALL BE IN ACCORDANCE WITH ANSI A21.11 AND AWWA C111. SERVICES - SHALL BE IN AC151/C151 CONCORDANCE WITH AWWA C901/C800 STANDARDS FOR POLYETHYLENE TUBING, CLASS 160.

- POTABLE WATER MAIN CONNECTION SHALL BE MADE UNDER THE SUPERVISION OF A CITY OF OCOEE INSPECTOR. ALL VALVES SHALL BE OPERATED BY CITY OF OCOEE PERSONNEL ONLY. POTABLE WATER MAINS ARE TO BE DISINFECTED PER ANSI/AWWA C651-92 AND CITY OF OCOEE ENGINEERING STANDARDS MANUAL.

- ALL VALVES SHALL BE LOCATED IN NON PAVED AREAS.

- PRIOR TO PRESSURE TEST, ALL WATER LINES MUST BE POLY PIGGED.

- INDIVIDUAL WATER METERS SHALL INCLUDE CITY OF OCOEE ACCEPTED RPZ/BACKFLOW PREVENTER.

- FIRE HYDRANT LEADS SHALL HAVE A MINIMUM INSIDE DIAMETER OF 6" AND SHALL INCLUDE AN AUXILIARY VALVE.

- IF AGGRESSIVE SOIL CONDITIONS ARE FOUND DURING CONSTRUCTION, POTABLE WATER MAINS SHALL BE PROTECTED THROUGH THE USE OF CORROSION RESISTANT MATERIALS, THROUGH ENCASEMENT OF THE WATER MAINS IN POLYETHYLENE, OR THROUGH PROVISION OF CATHODIC PROTECTION.

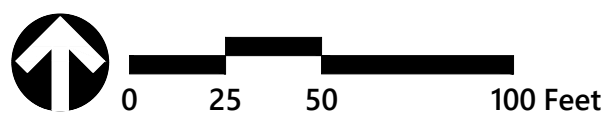
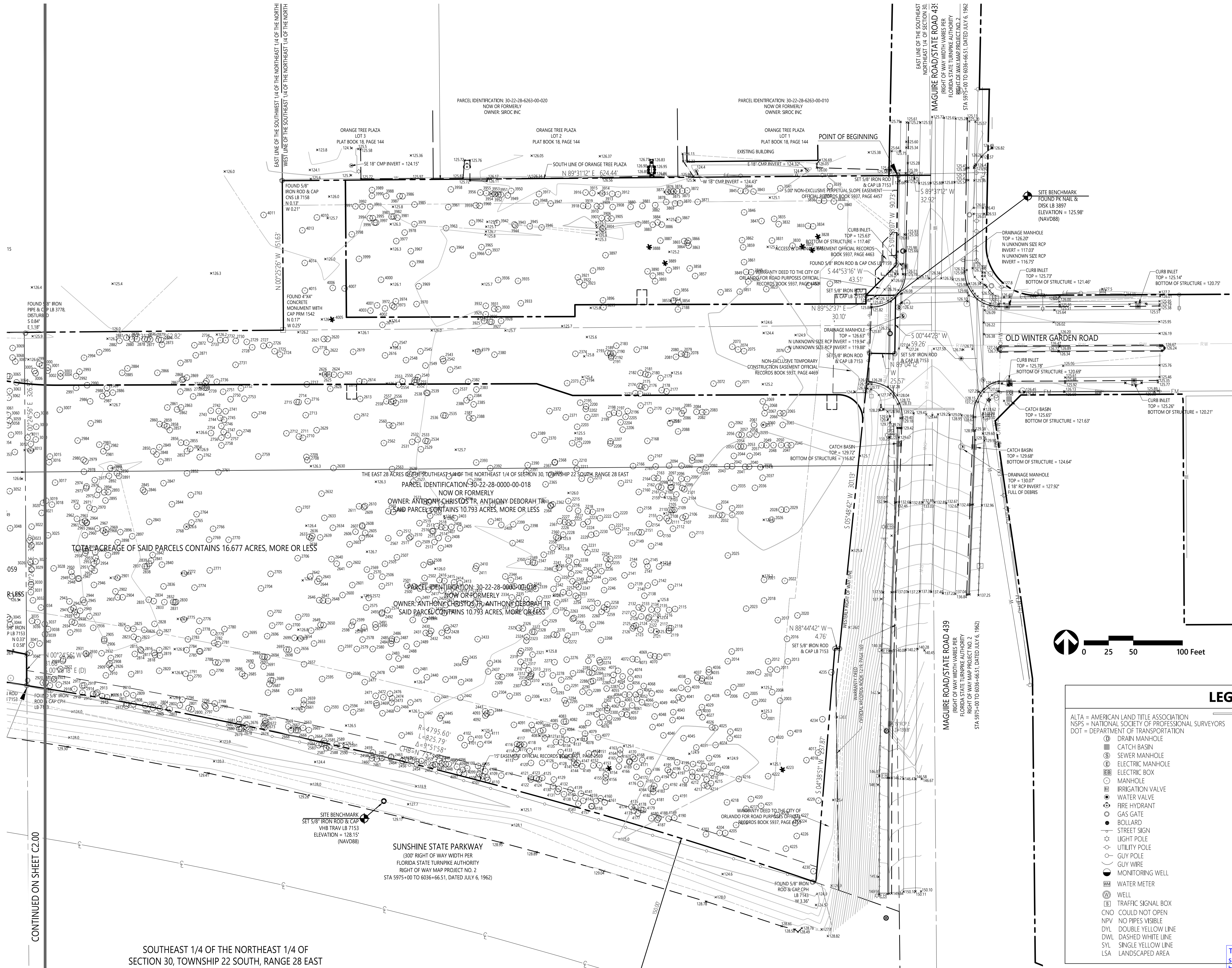
- ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT SHALL CONTAIN NO MORE THAN 8.0% LEAD, AND ANY SOLDER OR FLUX USED IN THIS PROJECT SHALL CONTAIN NO MORE THAN 0.2% LEAD.
- NEW OR ALTERED DEAD-END POTABLE WATER MAINS INCLUDED IN THIS PROJECT SHALL BE PROVIDED WITH A FIRE OR FLUSHING HYDRANT OR BLOW-OFF FOR FLUSHING PURPOSES.

- ALL FIRE HYDRANTS THAT WILL BE INSTALLED UNDER THIS PROJECT SHALL BE LOCATED AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., OR VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET FROM ANY EXISTING OR PROPOSED GRAVITY - OR PRESSURE - TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RAW WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

- POTABLE WATER SERVICES ARE TO TERMINATE 1' OUTSIDE ROW.



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #3932



LEGEND

ALTA = AMERICAN LAND TITLE ASSOCIATION
NSPS = NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
DOT = DEPARTMENT OF TRANSPORTATION

- ① DRAIN MANHOLE
- ② CATCH BASIN
- ③ SEWER MANHOLE
- ④ ELECTRIC MANHOLE
- ⑤ ELECTRIC BOX
- ⑥ MANHOLE
- ⑦ IRRIGATION VALVE
- ⑧ WATER VALVE
- ⑨ FIRE HYDRANT
- ⑩ GAS GATE
- ⑪ BOLLARD
- ⑫ STREET SIGN
- ⑬ LIGHT POLE
- ⑭ UTILITY POLE
- ⑮ GUY POLE
- ⑯ GUY WIRE
- ⑰ MONITORING WELL
- ⑱ WATER METER
- ⑲ WELL
- ⑳ TRAFFIC SIGNAL BOX
- ㉑ COULD NOT OPEN
- ㉒ NO PIPES VISIBLE
- ㉓ DYL DOUBLE YELLOW LINE
- ㉔ DWL DASHED WHITE LINE
- ㉕ SYL SINGLE YELLOW LINE
- ㉖ LSA LANDSCAPED AREA

- SIGNAL MAST ARM
- EDGE OF PAVEMENT
- CONCRETE CURB
- VGC VERTICAL GRANITE CURB
- SGE SLOPED GRANITE EDGE
- BB BITUMINOUS BERM
- BC BITUMINOUS CURB
- + GUARD RAIL
- ○ CHAIN LINK FENCE
- — DRAINAGE LINE
- — SEWER LINE
- — OVERHEAD WIRE
- — UNDERGROUND ELECTRIC
- — TELEPHONE LINE
- — GAS LINE
- — WATER LINE
- CHB = CURVE CHORD BEARING
- CHD = CURVE CHORD DISTANCE
- L = CURVE LENGTH
- LB = LICENSED BUSINESS
- NAVD = NORTH AMERICAN VERTICAL DATUM 88
- R = CURVE RADIUS
- 17-21-30 = SECTION 17, TOWNSHIP 21 SOUTH, RANGE 30 EAST
- Δ = CURVE DELTA ANGLE
- (D) = DEED
- (M) = MEASURED

This document has been electronically signed and sealed by Jaime L. Igua, P.E. on the date shown hereon using a digital signature.

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The Regency at Ocoee

Ocoee, Florida

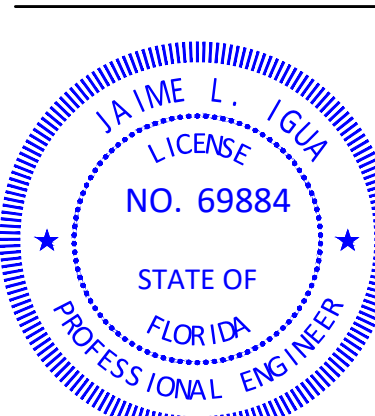
No.	Revision	Date	Appr'd

Designed by SCS
Checked by JLI

Issued for
Date

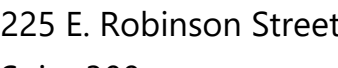
Permit
May 2023

Existing Conditions Plan



C2.10

Sheet of



Orlando, FL 32801
407.839.4006

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See Erosion Control Details

	PROPERTY LINE
	TREE TO BE REMOVED
	INLET PROTECTION
	CONSTRUCTION ENTRANCE/EXIT
	SILT FENCE
	CONSTRUCTION FENCE
	CONSTRUCTION LIMITS
	TREE BARRIER
	EASEMENT TO BE ABANDONED
	ASPHALT TO BE MILLED AND RESURFACED
	TREE TO REMAIN
	TREE TO BE REMOVED
	

Utility Providers:	
Potable Sewer:	City of Ocoee
Sanitary Sewer:	City of Ocoee
Electric Service:	Duke Energy
Gas:	Teco Peoples Gas

Ocoee, Florida

[illegible]

Designed by	Checked by
SCS	JLI

Permit May 2023

Drawing Title _____

Demolition Plan

Drawing Number

C3.00

Sheet of

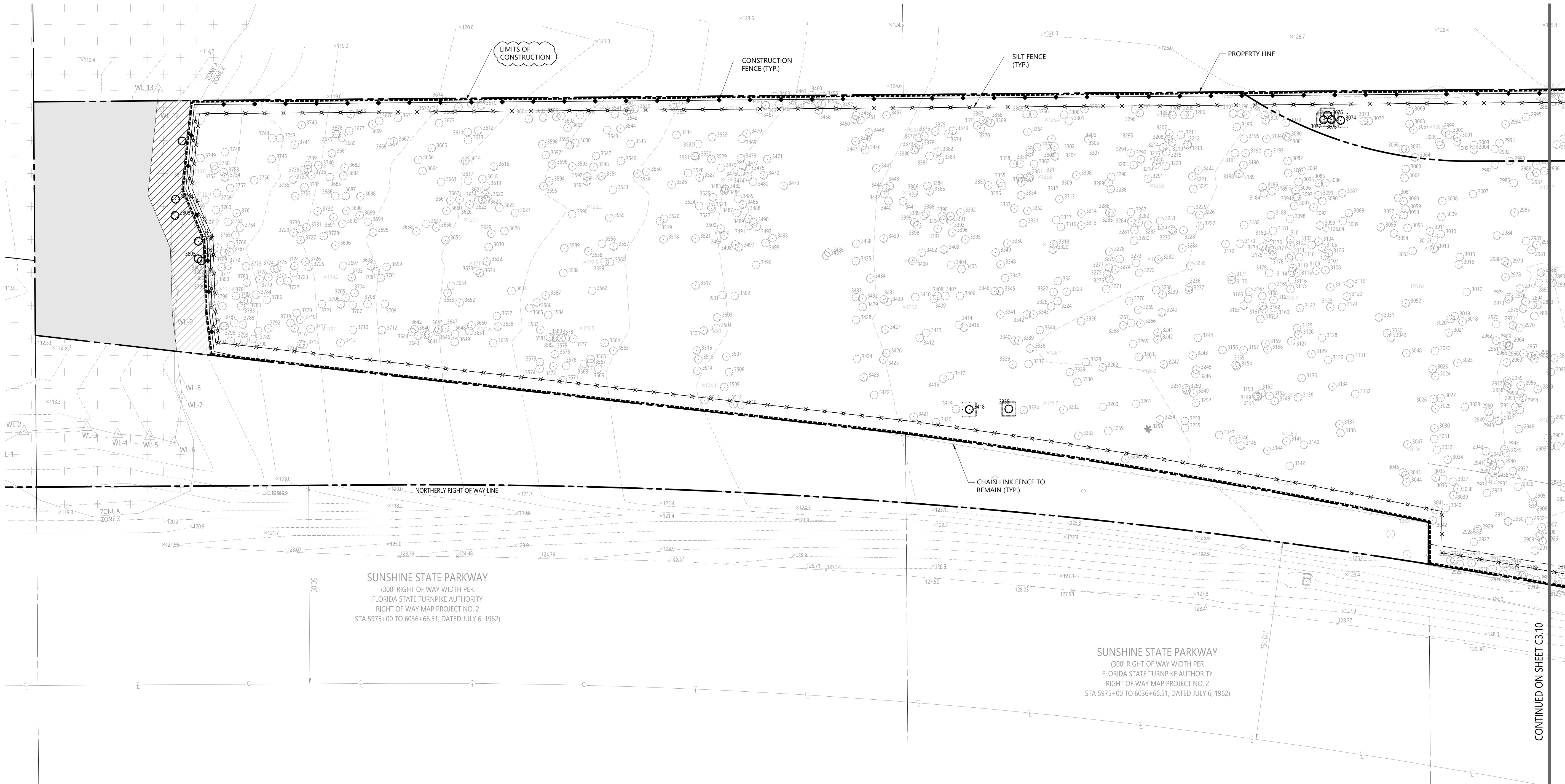


A circular professional engineer seal for the State of Florida. The outer ring contains the text "JAIME L. IGUA" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. The inner circle contains the text "LICENSE NO. 69884" and "STATE OF FLORIDA".

Project Number

DATE: May. 31, 2023 63879.01

63879.01-DM-SWPP.DWG



LEGEND

NO	ID	NO IDENTIFICATION CAP/NUMBER		FCP	EDGE OF PAVEMENT
R/W		RIGHT(S) OF WAY		CC	CONCRETE CURB
MISC		MISCELLANEOUS		VGC	VERTICAL GRANITE CURB
CNO		COULD NOT OPEN		SGE	SLOPED GRANITE CURB
NPV		NO PIPES VISIBLE		BB	BITUMINOUS BERM
DYL		DOUBLE YELLOW LINE			BITUMINOUS CURB
DWL		DASHED WHITE LINE			GUARD RAIL
DYL		SINGLE YELLOW LINE			CHAIN LINK FENCE
LCA		LANDSCAPED AREA			DRAINAGE LINE
RCP		REINFORCED CONCRETE PIPE			SEWER LINE
INV		PBE OR MANHOLE INVERT			OVERHEAD WIRE
		CENTERLINE			UNDERGROUND ELECTRIC
(R)		RECORD / RECORDED			TELEPHONE LINE
(D)		DEED DIMENSION / INFORMATION			GAS LINE
(P)		PLAT DIMENSION / INFORMATION			WATER LINE
(M)		FIELD MEASURED DIMENSION			CABLE TELEVISION LINE
(R)		RADIUS			
L		ARC LENGTH			
CHB		CHORD BEARING			
CHD		CHORD DISTANCE			
Δ		CENTRAL / DELTA ANGLE			
IRC		IRON ROD AND CAP. SIZE AND ID AS NOTED			
PC		POINT OF CURVATURE			
PT		POINT OF TANGENCY			
PRC		POINT OF REVERSE CURVATURE			
RT		RIGHT			
L		LEFT			
STA		STATION (FOOT)			
FOOT		FLORIDA DEPARTMENT OF TRANSPORTATION			
AMSA		AMERICAN LAND TITLE ASSOCIATION			
NSP		NATIONAL SOCIETY PROFESSIONAL SURVEYORS			
+		NUMBER OF PARKING SPACES			
		LINE ITEM IN SCHEDULE B-I EXCEPTION			
		MARSH			
		F.F.E. = 45.27'			
		FINISHED FLOOR ELEVATION			

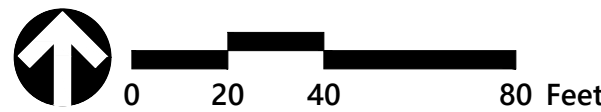


GENERAL DEMOLITION NOTES

1. ALL EXISTING UNDERGROUND UTILITIES TO BE REMOVED UNLESS INDICATED IN PLANS TO REMAIN. ALL ELECTRICAL, IRRIGATION, AND COMMUNICATIONS SHALL BE COORDINATED WITH OWNER.
 2. TEMPORARILY REMOVE POST MOUNTED SIGNS. CONTACT OWNER PRIOR TO DISPOSAL OF SIGNS. SIGNS TO BE REPAIRED OR REMOVED. SIGNS IMPAIRED AND SHALL REMAIN UNTIL PROPOSED TRAFFIC SIGNS ARE INSTALLED.
 3. RELOCATION OR REMOVAL OF WATER METER SHALL BE BY TOHO WATER AUTHORITY PERSONNEL ONLY. WATER MAIN VALVES SHALL BE OPERATED BY TOHO WATER AUTHORITY PERSONNEL ONLY.
 4. REFER TO ELECTRICAL ENGINEER'S PLANS FOR ELECTRICAL AND COMMUNICATION DEMOLITION PLUS SUPPLEMENTAL ADJUSTMENT DATA.
 5. ALL SURFACE FEATURES (E.G. ASPHALT, CURBING, SIDEWALKS, ETC.) WITHIN THE LIMITS OF CONSTRUCTION TO BE CLEARED AND GRUBBED PER FOOT INDEX STD SECTION 10, UNLESS OTHERWISE NOTED.
 6. THE ACTUAL DEPTH AND LOCATION OF EXISTING UTILITIES ARE SHOWN PER THE BEST AVAILABLE INFORMATION. IT SHALL BE CONTRACTORS RESPONSIBILITY TO COORDINATE CROSSINGS OF EXISTING UTILITIES WITH THE RESPECTIVE OWNER OF THE UTILITIES.
 7. POTENTIAL UTILITY CONFLICT LOCATION CONTRACTOR TO EXPOSE UTILITY TO ALLOW FOR PROPER CROSSING OF PROPOSED UTILITIES.
 8. VOIDS CREATED BY REMOVAL OF EXISTING ITEMS MUST BE BACKFILLED AND COMPACTED PER STANDARD TRENCH DETAIL. FINISH GRADE TO MATCH EXISTING SURROUNDING CONDITIONS.
 9. ALL PRIVATE AND PUBLIC PROPERTY DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO A CONDITION EQUAL OR BETTER THAN EXISTING. THE CONTRACTOR IS FULLY RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING FEATURES, ABOVE OR BELOW GROUND THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR CALLED FOR IN THIS CONTRACT. THE DAMAGE TO THE EXISTING FEATURES INCLUDES, BUT IS NOT LIMITED TO, UTILITIES, SPRINKLER SYSTEMS, WALKS, DRIVEWAYS, SIDEWALKS, LANDSCAPING, TREES, GRASS, ETC.
 10. ALL PUBLIC UTILITIES MUST NOT BE INTERRUPTED DURING CONSTRUCTION. CONTRACTOR SHALL HAVE AND EXECUTE A UTILITY MAINTENANCE PLAN THAT HAS BEEN APPROVED BY THE RESPECTIVE UTILITY COMPANY.
 11. RETENTION PONDS SHALL BE DRAINED AND FINE SANDS, SILT, AND MUCK REMOVED PRIOR TO BACKFILL. REFER TO GEOTECHNICAL REPORT FOR BACKFILL AND COMPACTION REQUIREMENTS.
 12. CONTRACTOR TO ADJUST TO FINISH GRADE ALL THE UTILITY MANHOLE RIMS AND VALVE COVERS TO REMAIN.
 13. REFER TO SHEETS 1050-1051 FOR TREE MITIGATION PLAN.
 14. ALL TREES TO REMAIN SHALL BE PROTECTED BY A TREE BARRICADE.
- DEFINITIONS:**
- REMOVE: DETACH ITEMS FROM EXISTING CONSTRUCTION AND LEGALLY DISPOSE OF THEM OFF-SITE UNLESS INDICATED TO BE SALVAGED OR REUSE. COORDINATE WITH THE UTILITY REPRESENTATIVES THE LOCATION OF ITEMS ORIGINATED BY THE UTILITY COMPANIES. OFF-SITE DISPOSAL IS BY THE CONTRACTOR.
 - SALVAGE: DETACH ITEM FROM EXISTING CONSTRUCTION, PROTECT FROM DAMAGE AND DELIVER THEM TO OWNER READY FOR REUSE. COORDINATE DELIVERY LOCATION WITH OWNER AND PROVIDE DELIVERY.
 - REPAIR: EXISTING ITEMS OF CONSTRUCTION THAT ARE NOT TO BE REPAIRED AND THAT ARE NOT OTHERWISE INDICATED TO BE REMOVED OR SALVAGED. PROVIDE TEMPORARY PROTECTION DURING THE CONSTRUCTION PERIOD. PROVIDE ADJUSTMENTS AS REQUIRED BY PLANS.
 - REFURBISH: RENOVATE EXISTING STRUCTURE/APPEARANCE TO CURRENT SPECIFICATIONS. PROTECT DURING CONSTRUCTION.
 - RELOCATE: REFURBISH (SEE REFURBISH DEFINITION) AND ADJUST ITEM TO THE LOCATION INDICATED ON PLANS. COORDINATE AND CONFORM WITH THE RESPECTIVE UTILITY COMPANY RELOCATION REQUIREMENTS.

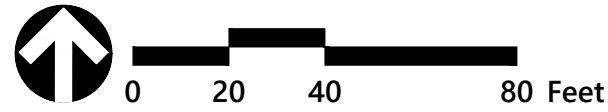
DEFINITIONS:

- REMOVE: DETACH ITEMS FROM EXISTING CONSTRUCTION AND LEGALLY DISPOSE OF THEM OFF-SITE UNLESS INDICATED TO BE SALVAGED OR RECYCLED. COORDINATE WITH THE UTILITY REPRESENTATIVES THE DISPOSITION OF ITEMS OWNED BY THE UTILITY COMPANIES. OFF-SITE DISPOSAL IS BY THE CONTRACTOR.
- SALVAGE: DETACH ITEM FROM EXISTING CONSTRUCTION, PROTECT FROM DAMAGE AND DELIVER THEM TO OWNER READY FOR REUSE. COORDINATE DELIVERY LOCATION WITH OWNER AND PROVIDE DELIVERY.
- REMAIN: EXISTING ITEMS OF CONSTRUCTION THAT ARE NOT TO BE RAZED AND THAT ARE NOT OTHERWISE INDICATED TO BE REMOVED OR SALVAGED. PROVIDE TEMPORARY PROTECTION DURING THE CONSTRUCTION PERIOD. PROVIDE ADJUSTMENTS AS REQUIRED BY PLANS.
- REFURBISH: RENOVATE EXISTING STRUCTURE/APPLIANCE/UTILITY TO CURRENT SPECIFICATIONS. PROTECT DURING CONSTRUCTION.
- RELOCATE: REFURBISH (SEE REFURBISH DEFINITION) AND ADJUST ITEM TO THE LOCATION INDICATED ON PLANS. COORDINATE AND CONFORM WITH THE RESPECTIVE UTILITY COMPANY RELOCATION REQUIREMENTS.



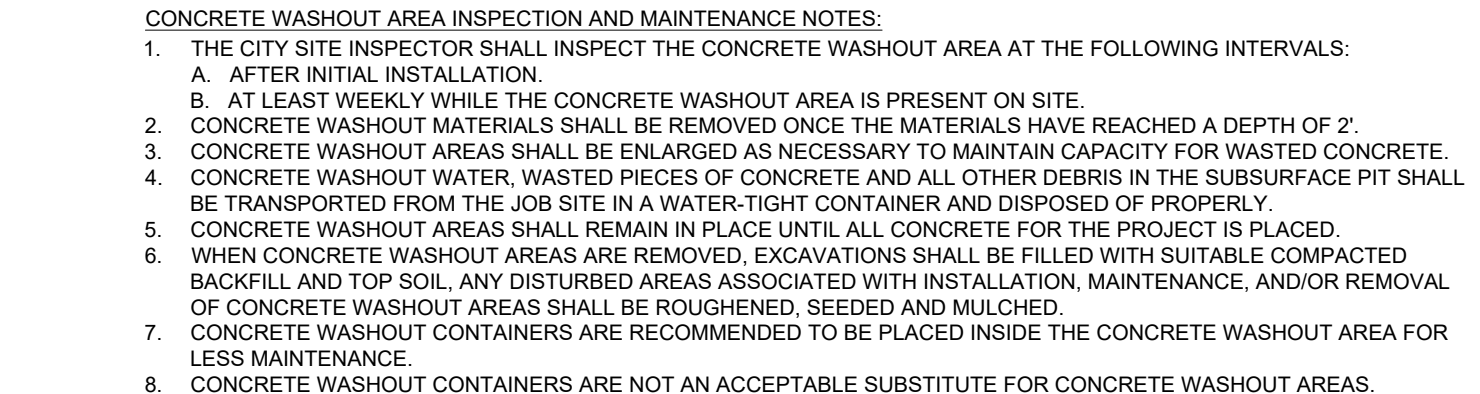
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Saved Tuesday,

- REMOVE: DETACH ITEMS FROM EXISTING CONSTRUCTION AND LEGALLY DISPOSE OF THEM OFF-SITE UNLESS INDICATED TO BE SALVAGED OR RECYCLED. COORDINATE WITH THE UTILITY COMPANIES THE DISPOSITION OF ITEMS OWNED BY THE UTILITY COMPANIES. OFF-SITE DISPOSAL IS BY THE CONTRACTOR.
- SALVAGE: DETACH ITEM FROM EXISTING CONSTRUCTION, PROTECT FROM DAMAGE AND DELIVER THEM TO OWNER READY FOR REUSE. COORDINATE DELIVERY LOCATION WITH OWNER AND PROVIDE DELIVERY.
- REMAIN: EXISTING ITEMS OF CONSTRUCTION THAT ARE NOT TO BE RAZED AND THAT ARE NOT OTHERWISE INDICATED TO BE REMOVED OR SALVAGED. PROVIDE TEMPORARY PROTECTION DURING THE CONSTRUCTION PERIOD. PROVIDE ADJUSTMENTS AS REQUIRED BY PLANS.
- REFURBISH: RENOVATE EXISTING STRUCTURE/APPEARANCE TO CURRENT SPECIFICATIONS. PROTECT DURING CONSTRUCTION.
- RELOCATE: REFURBISH (SEE REFURBISH DEFINITION) AND ADJUST ITEM TO THE LOCATION INDICATED ON PLANS. COORDINATE AND CONFORM WITH THE RESPECTIVE UTILITY COMPANY RELOCATION REQUIREMENTS.



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Utility Providers:	
Potable Sewer:	City of Ocoee
Sanitary Sewer:	City of Ocoee
Electric Service:	Duke Energy
Gas:	Teco Peoples Gas

JAIME L. IGUA
LICENSE
NO. 69884
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Certificate of Authorization
Number FL #3932

Project Number
63879.01
63879.01-DM-SWPP.DWG
Page 292 of



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #3932

STORMWATER POLLUTION PREVENTION PLAN

STORM WATER POLLUTION PREVENTION PLAN:

PROJECT NAME AND LOCATION:

THE REGENCY AT OCOEE
1601 MAGUIRE RD
OCOEE, FL 34761

OWNER NAME AND ADDRESS:

OCOEE ACQUISITION COMPANY LLC.
5911 TURKEY LAKE RD
SUITE 303
ORLANDO, FL, 32819-4220

SITE DESCRIPTION:

1. THIS PROJECT WILL CONSIST OF THE CONSTRUCTION OF THE REGENCY AT OCOEE MULTIFAMILY UNITS AND COMMERCIAL BUILDINGS. CONSTRUCTION WILL CONSIST OF NEW BUILDINGS, VEHICLE PARKING, AND ASSOCIATED LANDSCAPING AND UTILITIES.
2. SOIL DISTURBING ACTIVITIES WILL INCLUDE: CLEARING AND GRUBBING, EARTHWORK, GRADING, AND EXPANSION OF PARKING, UTILITIES, AND STORMWATER MANAGEMENT INFRASTRUCTURE.
3. SOILS - SEE GEOTECHNICAL ENGINEERING REPORT PREPARED BY UNIVERSAL ENGINEERING SCIENCES, DATED 08/31/2021.

SITE AREA:

THE REGENCY AT OCOEE MULTIFAMILY UNITS AND COMMERCIAL BUILDINGS PROJECT SITE CONTAINS APPROXIMATELY 16.68 ACRES OF WHICH +/- 16.17 ACRES WILL BE DISTURBED BY CONSTRUCTION ACTIVITIES.

SEQUENCE OF MAJOR CONSTRUCTION ACTIVES:

1. INSTALL STABILIZED CONSTRUCTION ENTRANCE
2. INSTALL PERMITER CONTROL INCLUDING SILT FENCES AND SYNTHETIC BALES AS REQUIRED.
3. CLEAR AND GRUB PROPOSED DISTURBED AREAS
4. CONSTRUCT SEDIMENT BASIN
5. PERFORM PRELIMINARY GRADING ON SITE AS REQUIRED
6. CONSTRUCT NEW BUILDING
7. INSTALL UTILITIES, STORM SEWER, CURB & GUTTER
8. APPLY BASE TO PARKING AREA
9. COMPLETE GRADING AND INSTALL PERMANENT SEEDING/SOD AND PLANTINGS
10. COMPLETE FINAL PAVING
11. REMOVE ACCUMULATED SEDIMENT FROM BASINS
12. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND SITE IS STABILIZED, REMOVE ANY TEMPORARY DIVERSION SWALES/DIKES AND RESEED/SOD AS REQUIRED

NAME OF RECEIVING WATERS AND DISCHARGE POINTS:

THE SITE'S (+/-16.68 AC) STORMWATER RUNOFF WILL BE DIRECTED TO THE ON-SITE PROPOSED STORMWATER PONDS. RECEIVING BODY OF WATER IS LAKE LOTTA. TOTAL RETENTION WILL BE PROVIDED ON SITE FOR THE 25 YEAR/6-HOUR STORM EVENT.

CONTRACTOR RESPONSIBILITIES:

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT BEST MANAGEMENT PRACTICES (BMP'S) TO CONTROL EROSION AND TURBIDITY CAUSED BY STORMWATER RUNOFF.
2. DAILY INSPECTIONS SHALL BE MADE BY THE CONTRACTOR TO DETERMINE THE EFFECTIVENESS OF EROSION/SEDIMENT CONTROL EFFORTS. ANY NECESSARY REMEDIES SHALL BE PERFORMED IMMEDIATELY.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSALL AND MAINTAIN PROPER CONTROLS TO PROVIDE THE PROTECTION AS REQUIRED BY ALL FEDERAL, STATE, AND LOCAL LAWS.
4. BEST MANAGEMENT PRACTICES WILL BE IMPLEMENTED BY THE CONTRACTOR AS REQUIRED TO MEET THE EROSION AND TURBIDITY REQUIREMENTS IMPOSED ON THE PROJECT SITE BY THE REGULATORY AGENCIES.
5. CONTRACTOR SHALL UNDERTAKE ADDITIONAL MEASURES REQUIRED TO BE IN COMPLIANCE WITH APPLICABLE PERMIT CONDITIONS AND STATE WATER QUALITY STANDARDS.
6. DEPENDING ON THE NATURE OF MATERIALS AND METHODS OF CONSTRUCTION, THE CONTRACTOR MAY BE REQUIRED TO ADD FLOCCULENTS TO THE RETENTION SYSTEM PRIOR TO PLACING THE SEDIMENT INTO OPERATION.

EROSION AND SEDIMENT CONTROLS (BMP'S):

STABILIZATION PRACTICES:

1. TEMPORARY CONSTRUCTION ENTRANCE & EXIT: A STONE STABILIZED PAD, OR EQUIVALENT, SHALL BE LOCATED AT POINTS OF VEHICULAR INGRESS AND EGRESS TO THE SITE.
2. STOCKPILING MATERIAL: NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORM WATER COLLECTION FACILITY.
3. TEMPORARY SEEDING: UPON FINAL GRADING, AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO RECEIVE FINAL GRASSING TREATMENT IN 7 DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING.
4. TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 3:1 SHALL RECEIVE APPROXIMATELY 70-90 LBS 1000 SQ. FT SECTION OF MULCH MATERIAL, CUT INTO THE SOIL OF THE SEEDED AREA TO ADEQUATELY PREVENT MOVEMENT OF THE SEED AND MULCH.
5. PERMANENT SEEDING: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO RECEIVE FINAL GRASSING TREATMENT IN 30 DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING.

STRUCTURAL PRACTICES:

1. SILT FENCE: FILTER FABRIC BARRIER CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:
 - 1.1. WHERE THE SIZE OF THE DRAINAGE AREA IS NO GREATER THAN ¼ ACRE PER 100 FEET OF SILT FENCE LENGTH AND MAXIMUM SLOPE GRADIENT BEHIND THE BARRIER IS 50 PERCENT (2:1).
 - 1.2. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2 ACRES.
2. UNDER NO CIRCUMSTANCES SHOULD THE STRAW BALE BARRIERS BE CONSTRUCTED IN STREAMS OR IN SWALES WHERE THERE IS A POSSIBILITY OF A WASHOUT.
2. SYNTHETIC BALE BARRIER: SYNTHETIC BALE BARRIER SHALL BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:
 - 2.1. WHERE THE SIZE OF THE DRAINAGE AREA IS NO GREATER THAN ¼ ACRE PER 100 FEET OF BARRIER LENGTH AND MAXIMUM SLOPE GRADIENT BEHIND THE BARRIER IS 50 PERCENT (2:1).
 - 2.2. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2 ACRES.
 - 2.3. WHERE EFFECTIVENESS IS REQUIRED FOR LESS THAN 30 MONTHS.
 - 2.4. UNDER NO CIRCUMSTANCES SHOULD THE STRAW BALE BARRIERS BE CONSTRUCTED IN STREAMS OR IN SWALES WHERE THERE IS A POSSIBILITY OF A WASHOUT.

STORMWATER MANAGEMENT CONTROLS:

1. INLET PROTECTION: INLETS AND CATCH BASINS WHICH DISCHARGE DIRECTLY OFFSITE SHALL BE PROTECTED FROM SEDIMENT-LOADED STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.
2. OUTLET PROTECTION: SILT FENCE AND SYNTHETIC BALES ARE TO BE INSTALLED IMMEDIATELY DOWNSTREAM OF OUTLETS OF ALL PIPES AND PAVED CHANNEL SECTIONS WHERE RUNOFF FLOW COULD CAUSE EROSION AND SEDIMENTATION ACCUMULATION.
3. THE PROPOSED STORMWATER PONDS SHALL BE USED AS THE SEDIMENT BASIN, TO BE CONSTRUCTED TO SERVE ANY DISTURBED AREA GREATER THAN 5 ACRES.
4. ALL SEDIMENT COLLECTED IN THE SEDIMENT BASIN MUST BE REMOVED UPON FINAL STABILIZATION.

POTENTIAL POLLUTANTS CONTROLS:

1. WASTE DISPOSAL - WASTE MATERIAL IS TO BE DISPOSED INTO CONSTRUCTION DUMPSTERS MEETING ALL LOCAL AND STATE WASTE MANAGEMENT REGULATIONS.
2. OFFSITE VEHICULAR TRACKING - A STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED TO HELP REDUCE VEHICULAR TRACKING OF SEDIMENTS TO ADJACENT PAVED SURFACES. EXISTING PAVED SURFACES TO BE SWEEP AS NECESSARY.
3. HAZARDOUS WASTE - THE SITE SUPERINTENDENT SHALL BE RESPONSIBLE FOR DISPOSING OF ANY HAZARDOUS WASTE MATERIAL IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
4. SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS LOCATED ON-SITE AS NEEDED. SANITARY WASTE TO BE DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL WASTE REGULATIONS.

TIMING OF CONTROL MEASURES:

1. AS INDICATED IN THE SEQUENCE OF MAJOR ACTIVITES, THE SILT FENCES AND SYNTHETIC BALES, STABILIZED CONSTRUCTION ENTRANCE AND SEDIMENT BASIN WILL BE CONSTRUCTED PRIOR TO CLEARING OR GRADING OF ANY OTHER PORTIONS OF THE SITE.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICAL IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORATRILY OR PERMANENTLY CEASED.
3. ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN AREA, THAT AREA SHALL BE STABILIZED PERMANENTLY.
4. AFTER THE ENTIRE SITE IS STABILIZED, THE ACCUMULATED SEDIMENT SHALL BE REMOVED FROM THE SEDIMENT TRAPS/BASINS AND ANY EARTH DIKE/SWALES SHALL BE REGRADED AND STABILIZED.

POTENTIAL NON-STORMWATER DISCHARGES:

ALL NON-STORMWATER DISCHARGES WILL BE DIRECTED TO THE SEDIMENT BASIN PRIOR TO DISCHARGE.

1. WATER FROM WATER LINE AND FIRE HYDRANT FLUSHING
2. PAVEMENT WASH WATER (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIAL HAVE OCCURRED)
3. UNCONTAMINATED GROUNDWATER ASSOCIATED WITH DEWATERING ACTIVITIES

INSPECTION AND INSPECTION DOCUMENTATION:

1. A QUALIFIED INSPECTOR (PROVIDED BY THE OPERATOR) SHALL INSPECT ALL POINTS OF DISCHARGE, DISTURBED AREAS, AREAS USED FOR ON-SITE STORAGE OF MATERIALS, STRUCTURAL CONTROLS, AND VEHICULAR ACCESS LOCATIONS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER.
2. A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN.

MAINTENANCE PLAN:

1. BASED ON RESULTS OF THE INSPECTIONS, ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER, BUT IN NO CASE LATER THAN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
2. BUILT UP SEDIMENT SHALL BE REMOVED FROM SILT FENCE WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.
3. SILT FENCE WILL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY ON THE GROUND.
4. SEDIMENT TRAPS/BASINS SHALL BE INSPECTED FOR DEPTH OF SEDIMENT, AND BUILT-UP SEDIMENT WILL BE REMOVED WHEN IT REACHES 10 PERCENT OF THE DESIGN CAPACITY OR AT THE END OF THE JOB.
5. TEMPORARY AND PERMANENT SEEDING AND PLANTING SHALL BE INSPECTED FOR BARE SPOTS, WASHOUTS, HEALTHY GROWTH AND COMPLIANCE WITH STATE AND LOCAL REQUIREMENTS.

DEWATERING ACTIVITIES:

IF DEWATERING IS REQUIRED A DEWATERING PLAN DETAILING ANY METHODS THAT ARE PROPOSED TO CONTAIN THE DISCHARGE, ANY METHODS NECESSARY TO ISOLATE THE DEWATERING AREAS, AND INFORMATION REGARDING THE LENGTH OF TIME THESE DEWATERING STRUCTURES WILL BE IN PLACE BE PROVIDED TO THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWM) FOR REVIEW.

DEPENDING ON THE EXTENT OF THE DEWATERING ACTIVITIES PROPOSED THE CONTRACTOR MAY REQUIRE TO OBTAIN A WATER USE PERMIT WITH THE SWFWM.

DEWATERING ACTIVITIES WILL NOT RESULT IN ANY DISCHARGE OF TURBID WATER FROM THE PROJECT SITE. TO BE IN COMPLIANCE, WATER MUST BE 29 NTU (NEPHELOMETRIC TURBIDITY UNITS) ABOVE NATURAL BACKGROUND CONDITIONS. DEWATERING PERMITS FROM FDEP AND THE APPLICABLE WATER MANAGEMENT DISTRICT MUST BE OBTAINED PRIOR TO CITY GRANTING PERMISSION TO DISCHARGING INTO PUBLIC SYSTEM. IF ANALYTICAL RESULTS FROM GROUNDWATER SAMPLES DETERMINE THAT SITE IS CONTAMINATED, A CITY WASTEWATER INDUSTRIAL WASTE PRE-TREATMENT GROUNDWATER PERMIT MUST BE OBTAINED FOR PROPER DISPOSAL INTO CITY SANITARY SYSTEM.

AT ALL TIMES DURING EXCAVATION, INSTALLATION AND CONSTRUCTION, CONTRACTORS MUST KEEP EXCAVATION FREE FROM STANDING WATER AND STABILIZE TRENCHES AND EMBANKMENTS TO PREVENT COLLAPSE, SOIL EROSION AND TRANSPORT.

WHEN REQUIRED, PUMPS SHALL BE LOCATED OUTSIDE OF LOAD-BEARING AREAS SO BEARING SURFACES REMAIN UNDISTURBED. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL DEWATERING PERMITS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND THE APPLICABLE WATER MANAGEMENT DISTRICT PRIOR TO DISCHARGING GROUNDWATER INTO A PUBLIC SYSTEM OR NATURAL CONVEYANCE.

PRIOR TO INITIATING ANY WORK, GROUNDWATER SAMPLES MUST BE ANALYZED TO ENSURE THAT NO CONTAMINATION OR UNACCEPTABLE POLLUTION CONSTITUENT LEVELS EXIST PER FDEP'S CURRENT, PUBLISHED DISCHARGE STANDARDS. ALL COLLECTION, REPORTING AND RECORDS RETENTION METHODS, REQUIRED BY FDEP, MUST BE ADHERED TO. PRIOR TO DISCHARGING GROUNDWATER INTO THE CITY'S STORMWATER SYSTEMS OR NATURAL CONVEYANCES, PERMISSION MUST BE RECEIVED BY THE CITY STORMWATER COMPLIANCE SECTION, AND WILL BE BASED ON ANALYTICAL RESULTS OF THE PROPOSED UNTREATED DISCHARGE WATER.

IF SAMPLING IDENTIFIES CONTAMINATION, THE CONTRACTOR MUST OBTAIN A CITY WASTEWATER INDUSTRIAL WASTE PRE-TREATMENT GROUNDWATER PERMIT FOR PROPER DISPOSAL INTO THE CITY'S SANITARY SYSTEM. DEWATERING ACTIVITIES MUST NOT RESULT IN ANY DISCHARGE OF TURBID WATER FROM THE PROJECT SITE INTO THE PUBLIC SYSTEM. TO REMAIN IN COMPLIANCE, DISCHARGES MUST NOT EXCEED 29 NTU'S (NEPHELOMETRIC TURBIDITY UNITS). ARBIDITY UNITS). CONDITION IN A RECEIVING SURFACE WATER BODY. FOLLOWING THE COMPLETION OF DEWATERING ACTIVITIES, CONTRACTORS MUST COMPLETELY FILL ALL WELL POINT HOLES WITH FLOWABLE FILL OR PEA GRAVEL.

ADDITIONAL EROSION CONTROL NOTES:

1. DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO INSURE AGAINST POLLUTING, SILTING OR DISTURBING TO SUCH AN EXTENT AS TO CAUSE AN INCREASE IN TURBIDITY TO THE EXISTING SURFACE WATERS. SUCH MEASURES SHALL BE APPROVED BY THE PROJECT ENGINEER AND MAY INCLUDE, BUT NOT LIMITED TO, CONSTRUCTION OF TEMPORARY EROSION CONTROL STRUCTURES SUCH AS SEDIMENT BASINS, SEDIMENT CHECKS, OR SILT BARRIERS.
2. SODDING OF DETENTION PONDS SHOULD BE ACCOMPLISHED AS SOON AS POSSIBLE FOLLOWING COMPLETION OF GRADING TO MINIMIZE EROSION POTENTIAL.
3. AT A MINIMUM, THE RETENTION/DETENTION STORAGE AREA MUST BE EXCAVATED TO ROUGH GRADE PRIOR TO BUILDING CONSTRUCTION OR PLACEMENT OF IMPERVIOUS SURFACE WITHIN THE AREA TO BE SERVED BY THOSE FACILITIES. TO PREVENT REDUCTION IN STORAGE VOLUME AND PERCOLATION RATES, ALL ACCUMULATED SEDIMENT MUST BE REMOVED FROM THE STORAGE AREA PRIOR TO FINAL GRADING AND STABILIZATION.
4. IF DURING CONSTRUCTION, THE PROPOSED EROSION CONTROL SYSTEM DOES NOT PERFORM SATISFACTORILY, ALTERNATIVES AND ADDITIONAL METHODS OF PROTECTION SHALL BE IMPLEMENTED BY THE CONTRACTOR IN ORDER TO COMPLY WITH S.F.W.M.D. AND CITY OF OCOEE EROSION PROTECTION STANDARDS. CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR ALL EROSION CONTROL COSTS INCLUDING ANY COSTS ASSOCIATED WITH COMPLIANCE ISSUES AND ENFORCEMENT ACTIONS.
5. THE CONTRACTOR WILL BE REQUIRED TO SUBMIT A DETAILED EROSION CONTROL PLAN TO CITY OF OCOEE FOR REVIEW AND APPROVAL A MINIMUM OF 2 WORKING DAYS PRIOR TO THE PRECONSTRUCTION MEETING. AT A MINIMUM, THE EROSION CONTROL PLAN SHALL PROPOSE SILT SCREEN OR STAKED SYNTHETIC BALES AND TURBIDITY BARRIERS, IN ACCORDANCE WITH THE CONSTRUCTION PLANS.
6. 2" STRIP OF SOD SHALL BE PLACED BEHIND BACK OF CURB.
7. NO EXCAVATING MATERIAL SHALL BE STOCKPILED IN A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.
8. PROJECTS ADJACENT TO WETLAND AREAS MUST USE STAKED TURBIDITY BARRIERS AS CONTROL MEASURE TO PREVENT FINE SEDIMENT PARTICLES FROM ENTERING WETLANDS.
9. EROSION CONTROL IS PERFORMANCE BASED. SO MEASURES ADDITIONAL TO WHAT IS INDICATED ON THE APPROVED PLANS MAY BE NEEDED AS REQUIRED TO PREVENT OFF-SITE IMPACTS.
10. CONTRACTOR SHALL REMOVE ALL MUD, DIRT OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING PUBLIC ROADS AND FACILITIES, DUE TO CONSTRUCTION.

THE FOLLOWING CERTIFICATIONS ARE PROVIDED BY THE SITE OPERATOR & CONTRACTOR AND ARE NOT INCLUDED FOR CERTIFICATION BY THE CIVIL ENGINEER OF RECORD SHOWN HEREON.

CERTIFICATIONS:

1. 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 GATHERED AND EVALUATED 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.

OPERATOR
DATE

2. I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERIC STORMWATER PERMIT ISSUED PURSUANT TO SECTION 403.0885, F.S., THAT AUTHORIZES THE STORMWATER DISCHARGES FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

3. ANY CLEARING, GRADING, CONSTRUCTION, OR DEVELOPMENT OF ALL OF THESE, WILL BE DONE PURSUANT TO THE SWPP PLAN.

SITE CONTRACTOR
DATE

The Regency at Ocoee

Ocoee, Florida

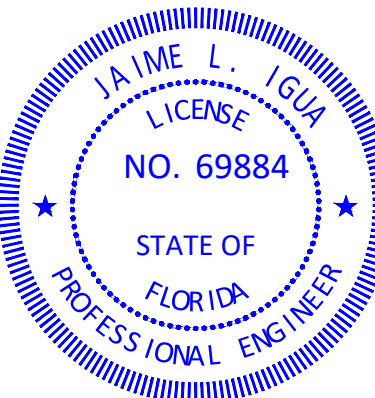
No.	Revision	Date	Apprvd.

Designed by SCS
Checked by JLI
Issued for Permit
Date May 2023

Drawing Title

SWPP
Notes

Drawing Number



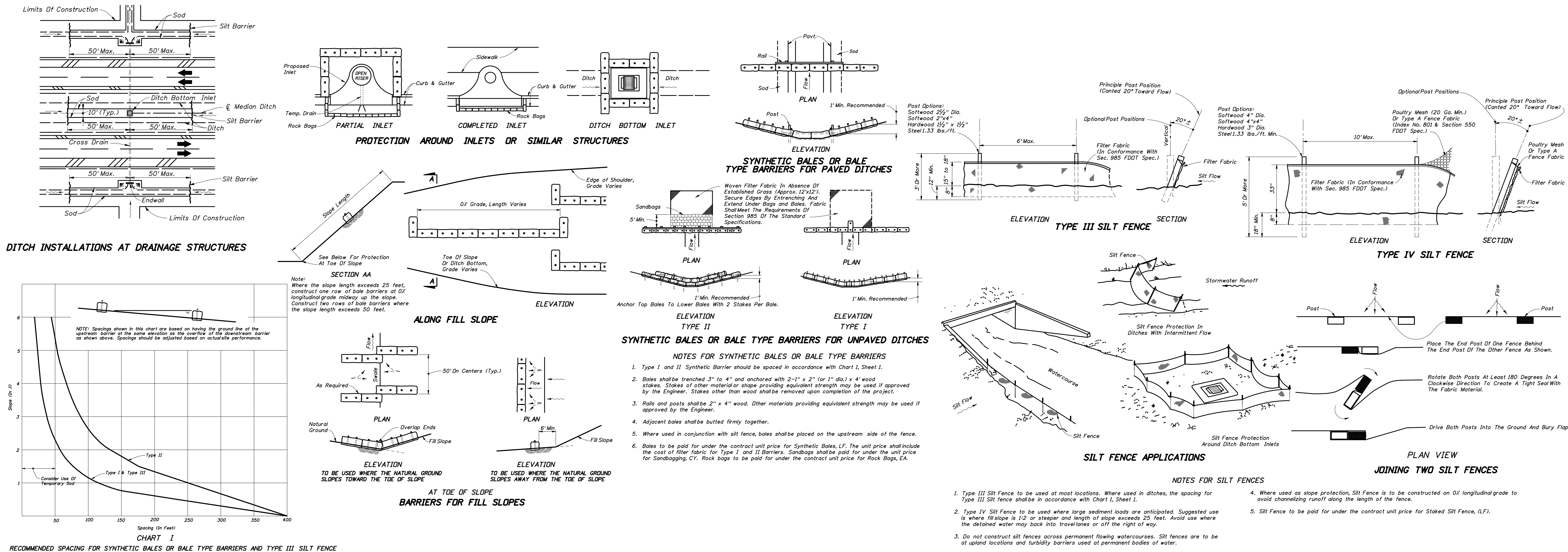
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225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006

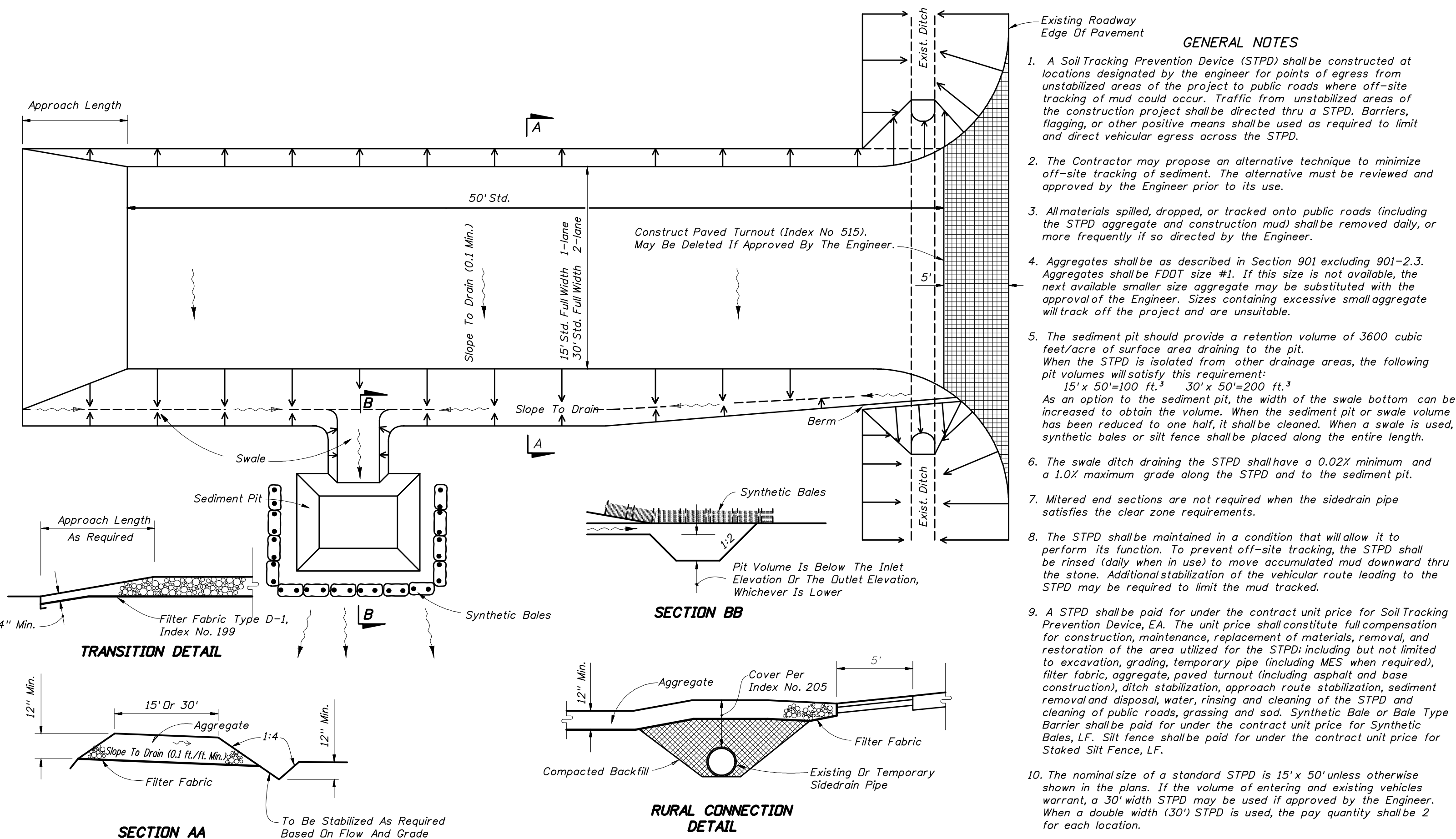
Certificate of Authorization
Number FL #3932



1. TEMPORARY EROSION AND SEDIMENT CONTROL

N.T.S.

Source: 2008 FDOT Index No. 102



2. SOIL TRACKING PREVENTION DEVICE TYPE A

N.T.S.

Source: 2008 FDOT Index No. 106

3. TREE BARRIER

N.T.S.

SOURCE: VHE

WHY A BARRIER?

1. TO PROTECT ALL ABOVE GROUND PORTIONS
2. TO PROTECT SOIL NEAR TREE FROM COMPACTION
3. PROVIDES PHYSICAL AND MENTAL AWARENESS OF TREES' PRESENCE TO EQUIPMENT OPERATORS

WHY IT WORKS

1. NO HEAVY EQUIPMENT ALLOWED INSIDE BARRIER.
2. NO CONSTRUCTION MATERIALS OR TEMPORARY SOIL DEPOSITS ALLOWED INSIDE THIS AREA

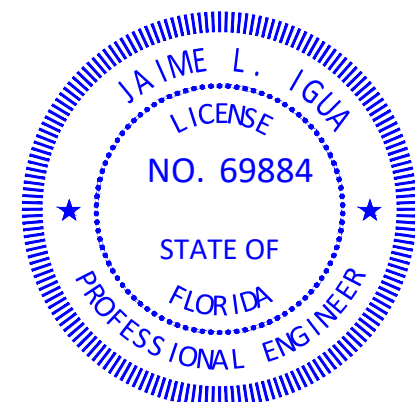
BY OBSERVING THESE TWO SIMPLE PRINCIPLES,
A TREES' CHANCE FOR SURVIVAL IS GREATLY
ENHANCED

SPECIFICATIONS FOR WOOD BARRIER

1. MINIMUM RADIUS TO BE PROTECTED IS ENTIRE DRIP LINE
2. MINIMUM 3' IN HEIGHT
3. UPRIGHTS- THE EQUIVALENT OF 2"x4" LUMBER ON 6' MINIMUM CENTERS
4. HORIZONTAL- THE EQUIVALENT OF TWO COURSES OF 1/2" ROPING WITH YELLOW PLASTIC TAPE FLAGGING
5. BARRIERS TO BE ERECTED AROUND TREES TO REMAIN BEFORE CONSTRUCTION OR NEARBY TREES ARE REMOVED
6. TREE PROTECTION BARRIERS SHALL BE INSTALLED, INSPECTED, AND REMAIN IN PLACE BEFORE, DURING, AND AFTER COMPLETION OF THE CONSTRUCTION ACTIVITY.

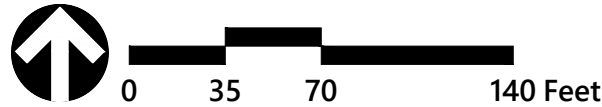
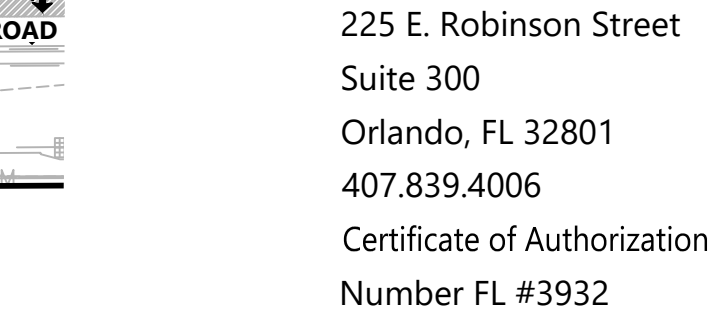
This document has been electronically signed and sealed by Jaime L. Igua, P.E. on the date shown hereon using a digital signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



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Sheet _____ of _____



Ocoee, Florida

Designed by	Checked by
SCS	JLI

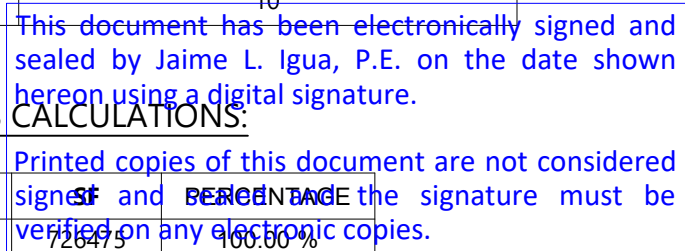
Permit May 2023

JAIME L. IGUA
LICENSE
NO. 69884
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Sheet of

Project Number
63879.01

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EXISTING	ACRES	PERCENTAGE
TOTAL AREA	16.68	72.00%

EXISTING	ACRES	SF	PERCENTAGE
TOTAL AREA	16.68	726475	100.00 %
PERVIOUS AREA	4.94	214896	29.62 %
IMPERVIOUS AREA	10.38	452138	62.23 %
POND (NWL)	1.36	59441	8.15 %

GENERAL:

ZONING	P-S/C-3 (Professional Offices and Service District/General Commercial)
PROPOSED DEVELOPMENT PROGRAM	300 MULTI-FAMILY DU/7,000 SF COMMERCIAL
TOTAL PROJECT ACRES	16.68 AC
TOTAL GROSS ACRES OWNED OWNED BY APPLICANT	16.68 AC
WETLAND ACRES	0.40 AC
PROPOSED WETLAND IMPACT	0.00 AC
SURFACE WATER ACRES	0.00 AC
UPLAND BUFFERS	0.11 AC
PROPOSED OLD WINTER GARDEN ROAD ROW DEDICATION	1.58 AC
TOTAL DEVELOPABLE ACRES	14.59 AC
STORMWATER PROVIDED	2.05 AC
NET DEVELOPABLE ACRES	12.54 AC
NET DENSITY	23.92 DU/AC

SITE/LOT DATA:

PRODUCT TYPE	MULTI-FAMILY	COMMERCIAL
NUMBER OF UNITS/SQUARE FOOTAGE	300	7,000
MAX BUILDING HEIGHT	7-stories	1-story
MIN. LIVING AREA	650 SF	N/A
PRIMARY BUILDING SETBACKS:		
EXPRESSWAY	75 FT	N/A
TYPE G (MAGUIRE RD)	25 FT	25 FT
TYPE C (OLD WINTER GARDEN EXTENSION)	12 FT	10 FT
SIDE	10 FT MAX.	10 FT MAX.
REAR	20 FT MIN.	20 FT MIN.
BLDG TO BLDG SEPARATION	30'/40'	N/A
PAVING SETBACKS:		
EXPRESSWAY	20 FT	20 FT
ARTERIAL ROADWAY	25 FT	25 FT

NOTES

1. Standards listed per the city of Coocoe CRA Target Areas Special Development Plan and City of Coocoe LDC.
2. There shall be a minimum separation of 30 feet between all multi-family structures 3-stories or more; where doors, windows, or other openings in the front or rear buildings wall of a living unit face a wall of another building with doors, windows, or other openings; there shall be a minimum separation of 40 feet between multi-family structures 3-stories or more per section 15.5(3)(3) of the City of Coocoe LDC.
3. Proposed project shall comply with the commercial design standards set forth in the CRA Target Areas special development Plan and City of Coocoe LDC.
4. Commercial development is located on the first floor of a vertically mixed use building. Residential units will be located above the commercial

PERMITTED USE TABLE:

NON-RESIDENTIAL USES SHALL BE THOSE PERMITTED IN C-2 COMMUNITY COMMERCIAL DISTRICT AND P-S PROFESSIONAL OFFICES AND SERVICES DISTRICT. THE FOLLOWING USES LISTED BELOW ARE PROHIBITED

ADULT ENTERTAINMENT ESTABLISHMENTS / ADULT BOOKSTORES AND VIDEO STORES	FAST FOOD RESTAURANTS WITH DRIVE-THROUGH FACILITIES	MOTOR VEHICLES WHOLESALE
PAWN SHOPS	OUTDOOR GARDEN CENTER UNLESS ENCLOSED	RECREATIONAL VEHICLE PARK
CHECK CASHING ESTABLISHMENTS	OUTDOOR LUMBER SALES UNLESS ENCLOSED	STORAGE WAREHOUSE
NEW/USED VEHICLE SALES	MOBILE HOMES	INDUSTRIAL/WAREHOUSE USES
NEW/USED BOAT SALES	AUTOMOTIVE BODY REPAIRS	AUTOMOTIVE WRECKING/SALVAGE PARKS
NEW/USED EQUIPMENT SALES	MINIATURE GOLF COURSE OR DRIVING RANGE	COMMERCIAL CONVENIENCE WITH OR WITHOUT GAS SALES (EXCEPT TARGET AREA 2)
GAS STATIONS (EXCEPT BLOCK 1 OF TARGET AREA 1)	AGRICULTURAL USES	CAR WASHES

PHASING

THE PROJECT SHALL BE DEVELOPED IN ONE (1) PHASE

MISCELLANEOUS

POTABLE WATER SERVICE:	CITY OF OCCEE
WASTEWATER SERVICE:	CITY OF OCCEE
RECLAIMED WATER SERVICE:	CITY OF OCCEE
STORMWATER MAINTENANCE:	PRIVATE
ELECTRIC SERVICE:	DUKE ENERGY
FIRE PROTECTION:	CITY OF OCCEE
SCHOOL AGE POPULATION:	86 (300 UNITS x 0.286 STUDENT PER MULTI FAMILY UNIT)
AVERAGE DAILY TRAFFIC:	2,121 EQUATION BASED ON 10TH EDITION OF ITE

SIGNAGE:

1. Signage shall comply with the specific signage plan included as an amendment to the developer agreement.

LIGHTING:

1. Lighting shall comply with city of Ocoee code.

GARBAGE PICKUP:

1. Onsite compactor provided with private pickup.
2. Any miscellaneous garbage, yard waste, construction debris, demolition debris, fertilizers, herbicides, insecticides, ETC, shall be disposed of Off-site according to the solid waste and hazardous waste regulations. Use caution if any hazardous waste is present.

WETLANDS:

1. No wetland impacts are proposed.

LANDSCAPE:

1. All landscape shall be per section 6-14C(2) of the city of Ocoee LDC.
2. Full landscaping plans, including automatic irrigation systems plans, shall be submitted with final plans and include layouts for parking areas, buffers, screens and building perimeters.

FIRE:

1. Fire hydrants shall be located in accordance with NFPA 1 uniform fire code handbook latest edition.
2. Fire flow calculations shall be based on NFPA 1 uniform fire code handbook latest edition.
3. Fire access shall be no greater than 50 feet from public streets and private drives. Access shall be in accordance with chapter 18 NFPA 1, latest edition.
4. Fire department connections and fire hydrants shall be a minimum of 40 feet from the structure it is serving.
5. Any commercial structure of residential building of three or more stories may be required to have an automatic fire sprinkler protection depending upon the building construction type, occupancy classification and additional building or fire code requirements.
6. During construction, when combustibles are brought on to the site, access roads and a suitable temporary or permanent supply of water acceptable to the fire department shall be provided and maintained per chapter 16, NFPA latest edition (FPFC 6th edition).

OWNERSHIP & MAINTENANCE:

OLD WINTER GARDEN ROAD	PUBLIC	TO BE OWNED AND MAINTAINED BY CITY OF OCCEE.
STREET A	PRIVATE	TO BE OWNED AND MAINTAINED BY HOA.
STREET B	PUBLIC	TO BE OWNED AND MAINTAINED BY CITY OF OCCEE.
INTERNAL DRIVE ISLES	PRIVATE	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER.
STORMWATER PONDS	PRIVATE	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER.
DRAINAGE EASEMENTS	PRIVATE	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER WITH EASEMENT GRANTED TO CITY OF OCCEE.
UTILITY EASEMENTS	PUBLIC	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER WITH EASEMENT GRANTED TO CITY OF OCCEE.
POTABLE WATER	PRIVATE	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER.
ONSITE SANITARY SEWERS GRAVITY SYSTEMS	PRIVATE	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER.
LIFT STATION AND FOREMAIN	PRIVATE	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER.
RECREATION/PARKS/OPEN SPACE	PRIVATE	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER.
POOL/CABANA	PRIVATE	TO BE OWNED AND MAINTAINED BY PROPERTY OWNER.

OPEN SPACE CALCULATIONS:

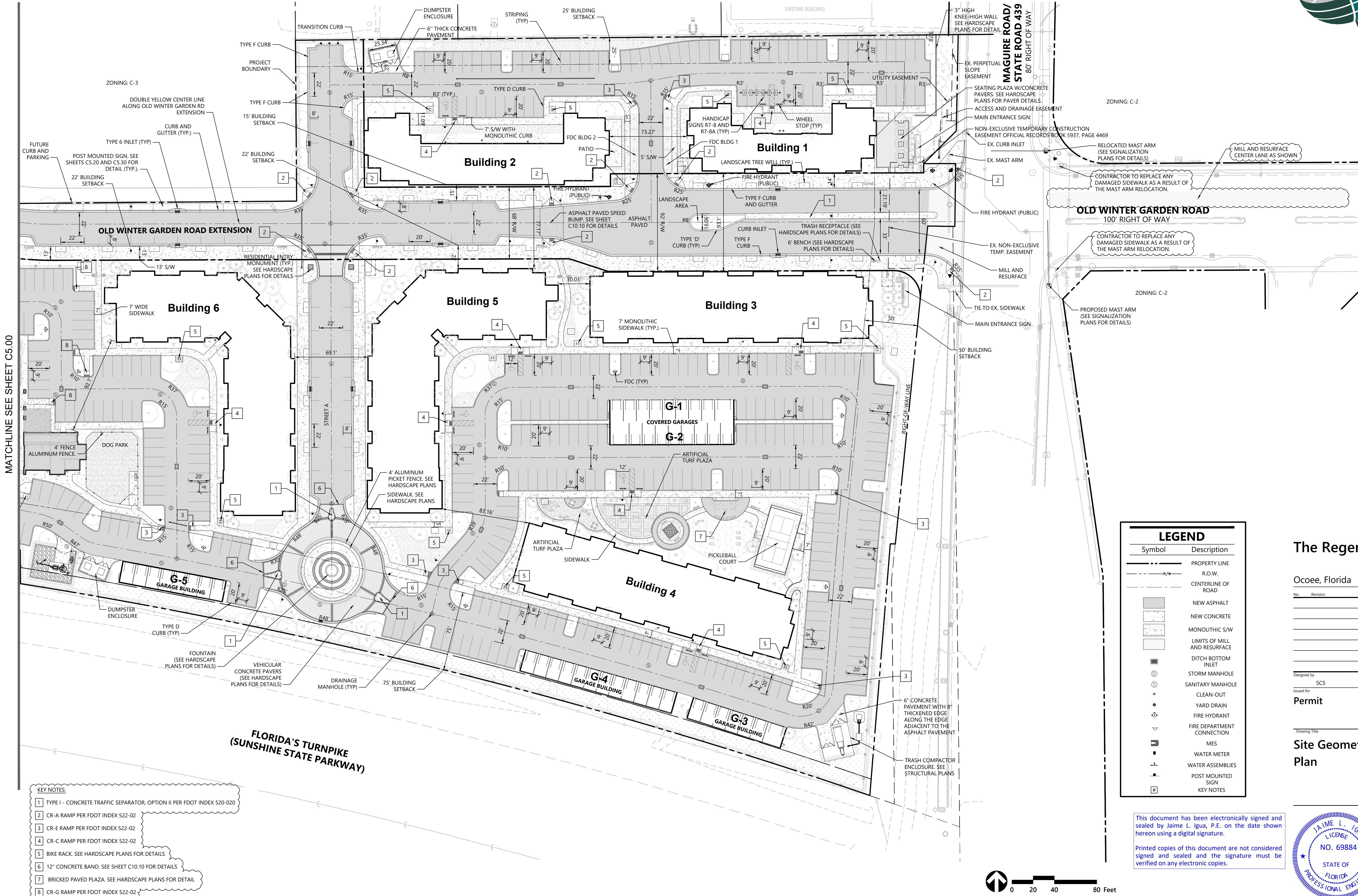
LAND USE	MOVE	REQUIRED PERCENTAGE OF OPEN SPACE (SEC. 6-9(B)(1))(AC.)	LANDSCAPE AREAS/ BUFFER ZONES (AC.)	RECREATION AREAS (3)(AC.)	STORMWATER (WET POND) (AC.)	TOTAL (AC.)
MULTIFAMILY	14.59 AC	30 % - 4.40 AC	0.88	0.39 (R-1)	1.36	
				0.07 (DOG PARK)		
				0.40 (P-1)		
			1.30 (P-2)	2.16		
TOTAL PROVIDED OPEN SPACE (AC.)						4.40

PROPOSED UNIT MIX									
	BLDG 1*	BLDG 2	BLDG 3	BLDG 4	BLDG 5	BLDG 6	BLDG 7		
STUDIO	4	16	0	0	0	0	0	20	6.67%
1	4	8	8	8	24	24	24	100	33.33%
1 COR	0	0	0	0	4	4	4	12	4.00%
2	0	0	32	32	20	20	20	124	41.33%
2 COR	0	0	0	0	4	4	4	12	4.00%
3	4	8	4	4	4	4	4	32	10.67%
	12	32	44	44	56	56	56	300	100.00%
								100.00%	

*BLDG 1 INCLUDES 7,000 SF OF COMMERCIAL/RETAIL SPACE



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The Regency at Ocoee

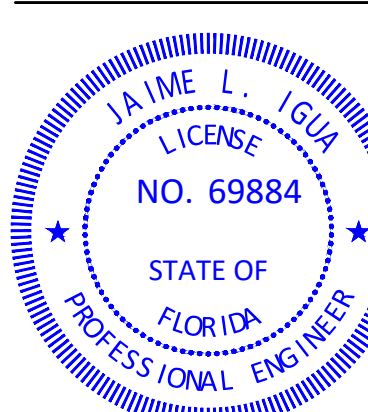
Ocoee, Florida

No. Revision Date Apprd.

Designed by SCS Checked by JLI

Issued for Permit Date May 2023

Drawing Title
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Plan**



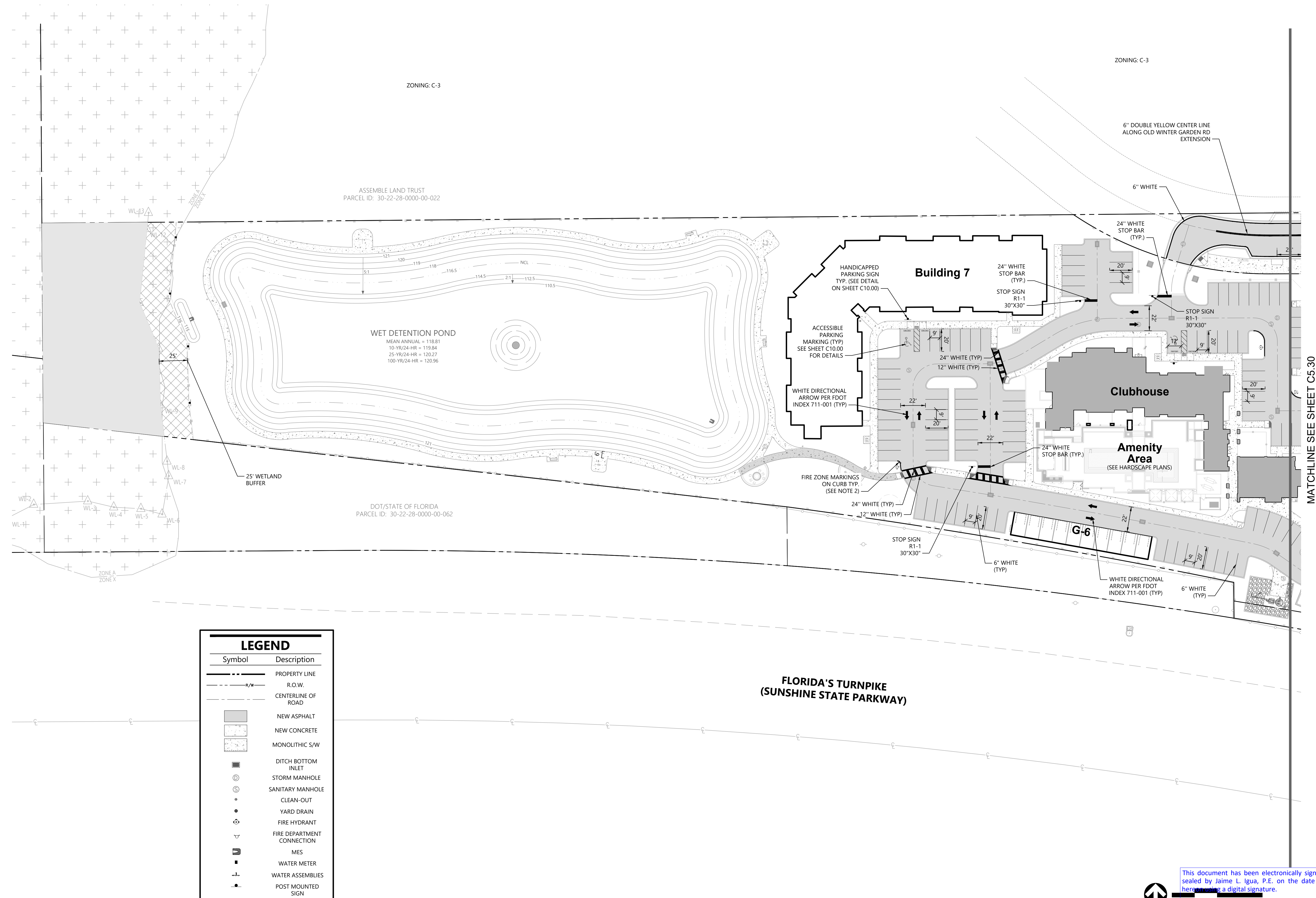
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The Regency at Ocoee

Ocoee, Florida

No. Revision Date Appvd.

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Drawing Title

Striping & Signage Plan

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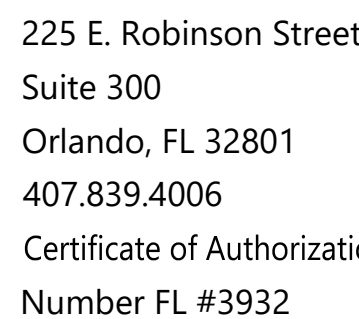
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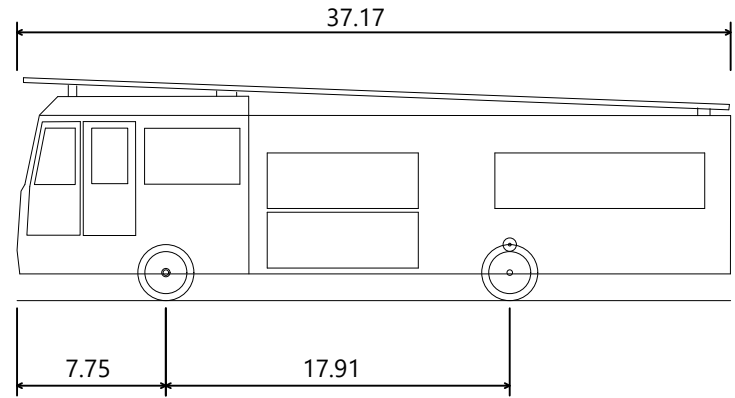
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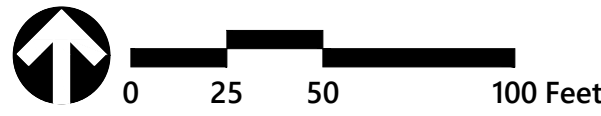
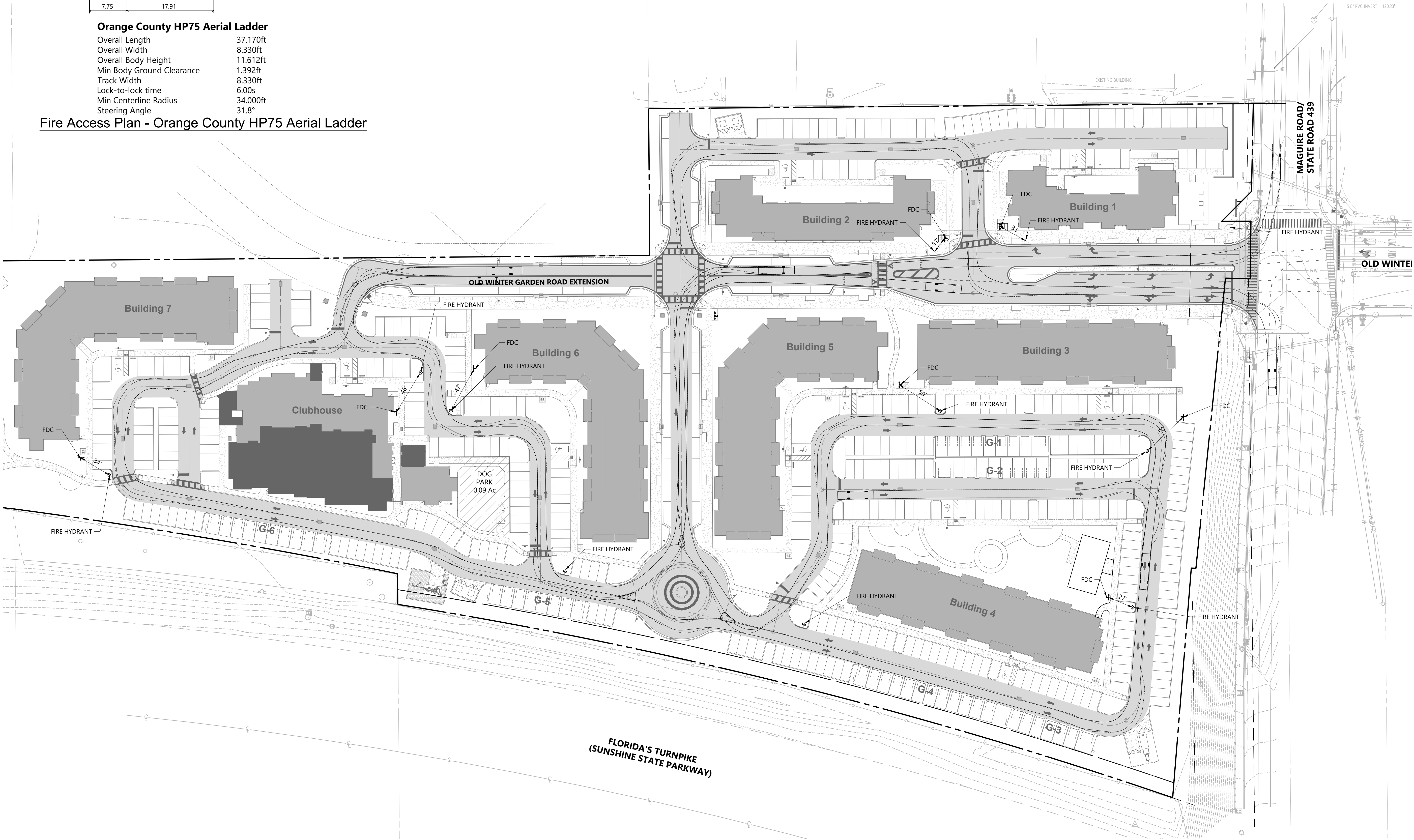




Orange County HP75 Aerial Ladder

Overall Length	37.170ft
Overall Width	8.330ft
Overall Body Height	11.612ft
Min Body Ground Clearance	1.392ft
Track Width	8.330ft
Lock-to-lock time	6.00s
Min Centerline Radius	34.000ft
Steering Angle	31.8°

Fire Access Plan - Orange County HP75 Aerial Ladder



The Regency at Ocoee

Ocoee, Florida

No.	Revision	Date	Appvd.

Designed by	Checked by
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Issued for	Date
Permit	May 2023

Fire Access Plan

JAIME L. IGUA

LICENSE

NO. 69884

STATE OF FLORIDA

PROFESSIONAL ENGINEER

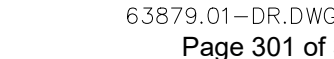
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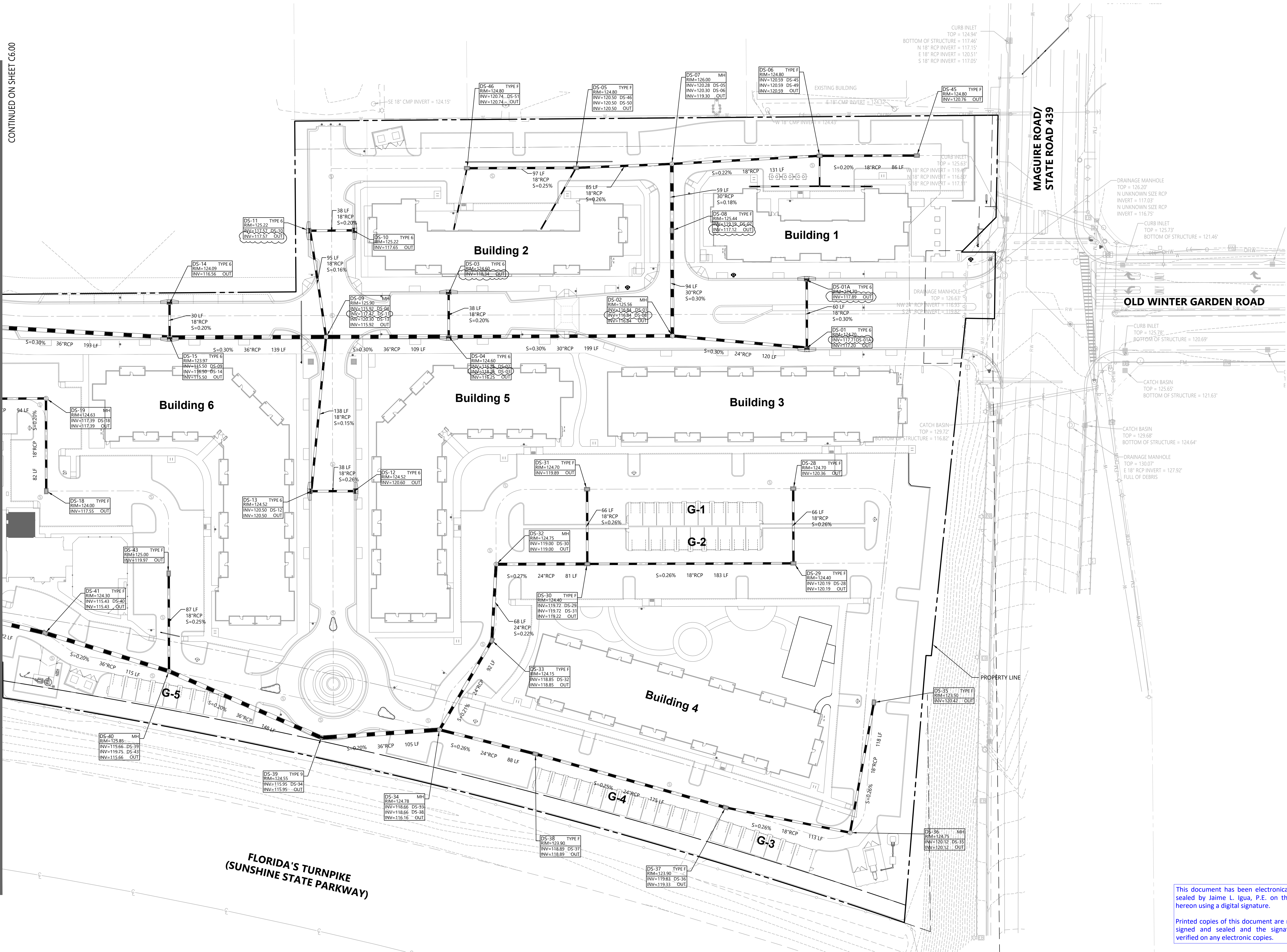
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The Regency at Ocoee

Ocoee, Florida

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SCS	JLI
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Drawing Title

Drainage
Plan

Project Number

JAIME L. IGUA

LICENSE

NO. 69884

STATE OF

FLORIDA

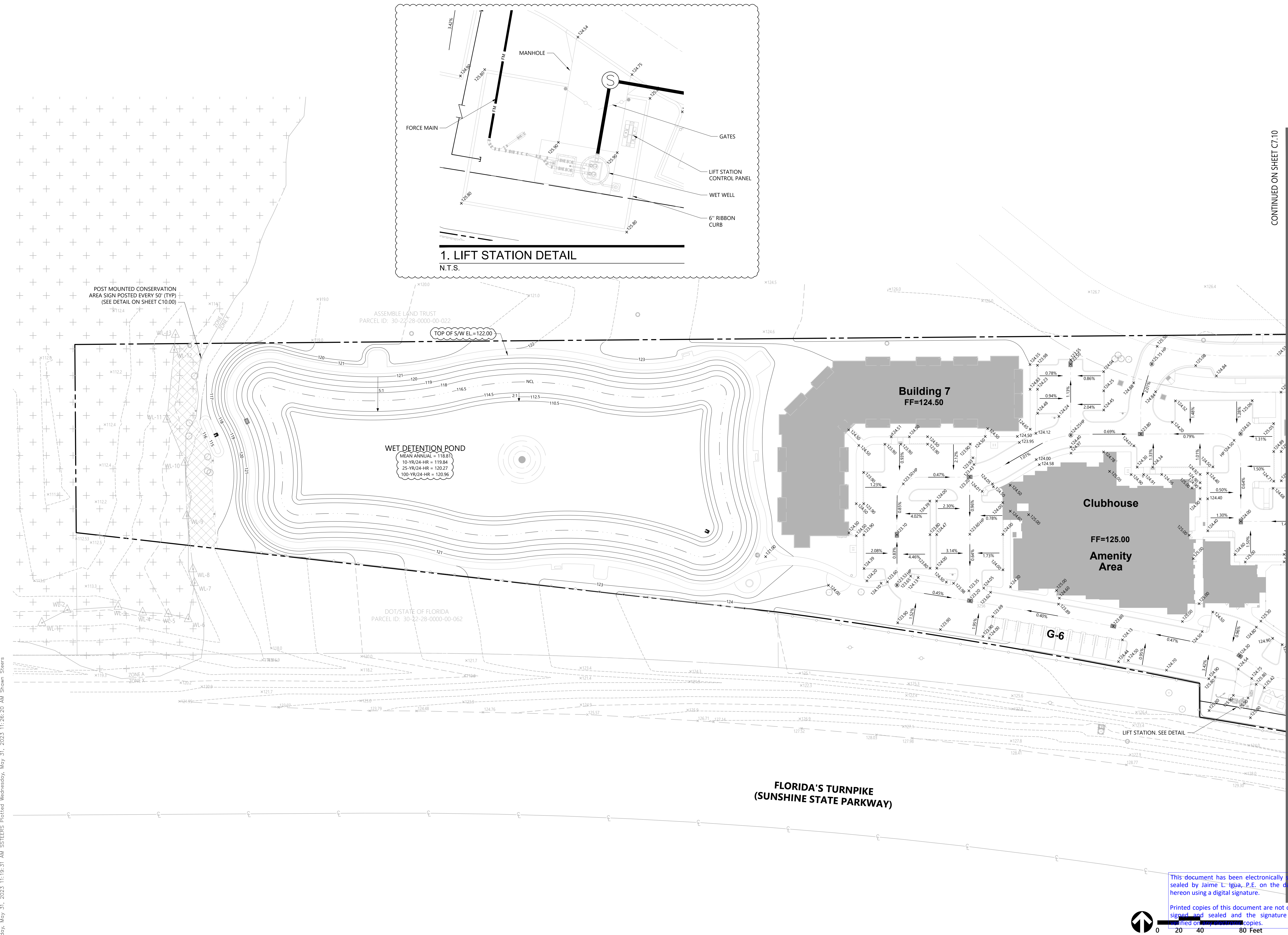
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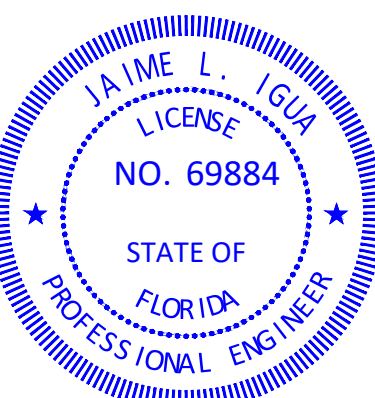
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Ocoee, Florida

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Drawing Title
**Grading
Plan**



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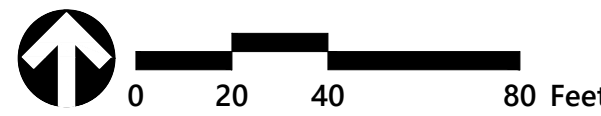
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LICENSED
NO. 69884
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

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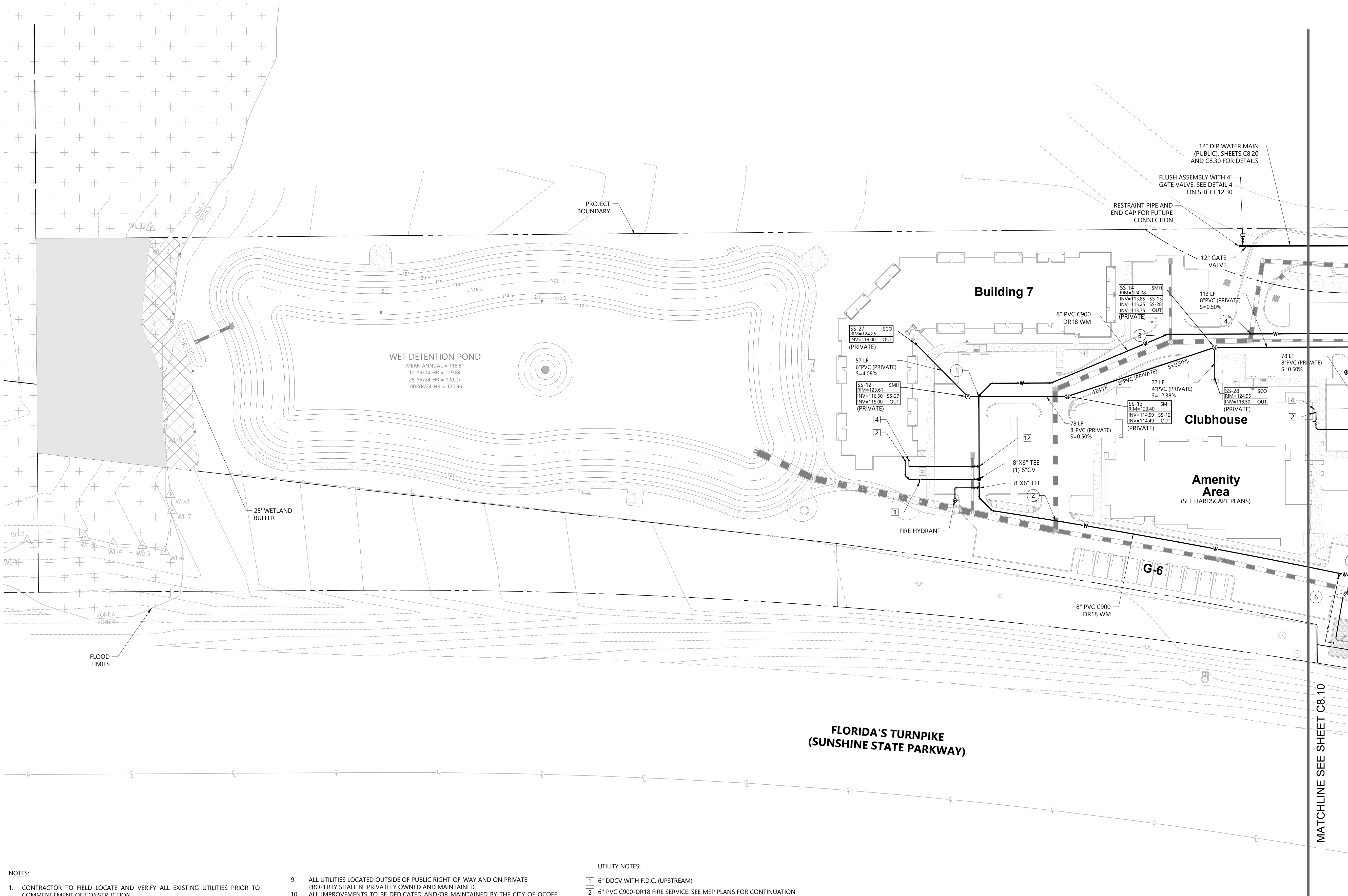
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NOTES:

- CONTRACTOR TO FIELD LOCATE AND VERIFY ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- CONTRACTOR TO ENSURE UTILITY SEPARATIONS ADHERE CITY OF OCOEE AND FDEP STANDARDS.
- CONTRACTOR TO ENSURE WATER MAIN AND TREE SEPARATION ARE SUFFICIENT.
- PROPOSED PRIVATE LIFT STATION SHALL BE POWERED BY THE EMERGENCY GENERATOR IN THE EVENT OF A POWER FAILURE.
- FIRE SPRINKLER CONTRACTOR TO DETERMINE SIZE OF UNDERGROUND FIRE LINE AND TYPE OF PIPE.
- CONTRACTOR TO ENSURE THAT THERE IS A MINIMUM OF 3' OF CLEARANCE AROUND ALL FIRE HYDRANTS.
- CONTRACTOR TO MAINTAIN A MINIMUM OF 3' OF SEPARATION BETWEEN ALL UTILITY MAINS AND STORM STRUCTURES.
- ON-SITE SANITARY SYSTEM INCLUDING ALL GRAVITY SEWER, FORCE MAIN, AND THE LIFT STATION SHALL BE PRIVATELY OWNED AND MAINTAINED.

- ALL UTILITIES LOCATED OUTSIDE OF PUBLIC RIGHT-OF-WAY AND ON PRIVATE PROPERTY SHALL BE PRIVATELY OWNED AND MAINTAINED.
- ALL IMPROVEMENTS TO BE DEDICATED AND/OR MAINTAINED BY THE CITY OF OCOEE SHALL BE IN CONFORMANCE WITH THE CURRENT CITY OF OCOEE ENGINEERING STANDARDS MANUAL, MATERIALS LIST AND DETAILS. FINAL PLAN APPROVAL DOES NOT PROVIDE EXEMPTION TO THESE REQUIREMENTS.
- ANY DEVIATION FROM THE CITY OF OCOEE ENGINEERING STANDARDS MUST BE REQUESTED AND APPROVED IN WRITING PRIOR TO CONSTRUCTION.
- THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE AND FDEP STANDARDS SHALL BE FOLLOWED.
- BACKFLOW PREVENTERS WILL BE INSTALLED INTERNAL TO THE BUILDINGS.
- UTILITY PIPE MATERIALS SHALL BE AS FOLLOWS:
 - WATER MAIN SHALL BE DIP FOR PUBLIC AND PVC C900-DR-18 FOR PRIVATE.
 - GRAVITY SEWER SHALL BE PVC SDR-35
 - FORCE MAIN SEWER SHALL BE PVC C900, DR18
 - RECLAIMED WATER MAIN SHALL BE PVC C900, SDR-18.

UTILITY NOTES:

- 6" DDCV WITH F.D.C. (UPSTREAM)
- 6" PVC C900-DR18 FIRE SERVICE. SEE MEP PLANS FOR CONTINUATION
- 1-1/2" PVC C900-DR18 POTABLE WATER SERVICE. SEE MEP PLANS FOR CONTINUATION
- 2" PVC C900-DR18 POTABLE WATER SERVICE. SEE MEP PLANS FOR CONTINUATION
- 2" GATE VALVE
- 4" PVC C900 DR18
- 6" GATE VALVE
- 12" x 6" TEE
- 12"x2" SADDLE TAP AND 2" GATE VALVE
- 12"x1-1/2" SADDLE TAP AND 1-1/2" GATE VALVE
- 1-1/2" PVC C900 DRI-18
- 8"x2" SADDLE TAP AND 2" GATE VALVE

1. UTILITY CROSSINGS AND CLEARANCES TABLE

CROSSING #	FG EL.	Bottom & Ut. Type	Top & Ut. Type	Clearance
1	123.51	117.15 WM	115.63 SAN	1.52
2	123.33	122.15 WM	120.64 STM	1.51
3	124.25	120.32 WM	118.82 STM	1.50
4	123.96	119.58 WM	118.07 STM	1.51



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Ocoee, Florida

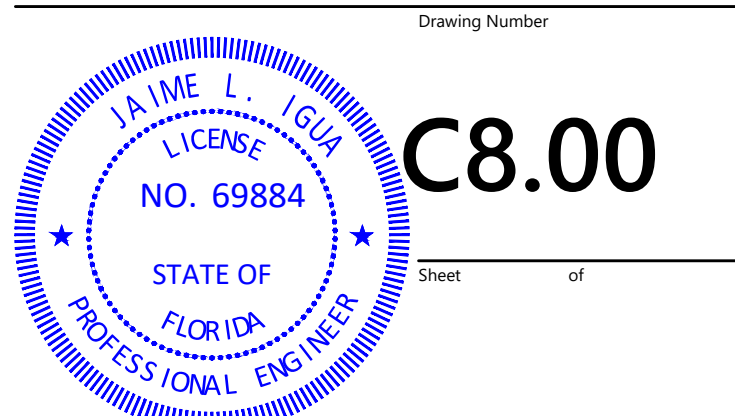
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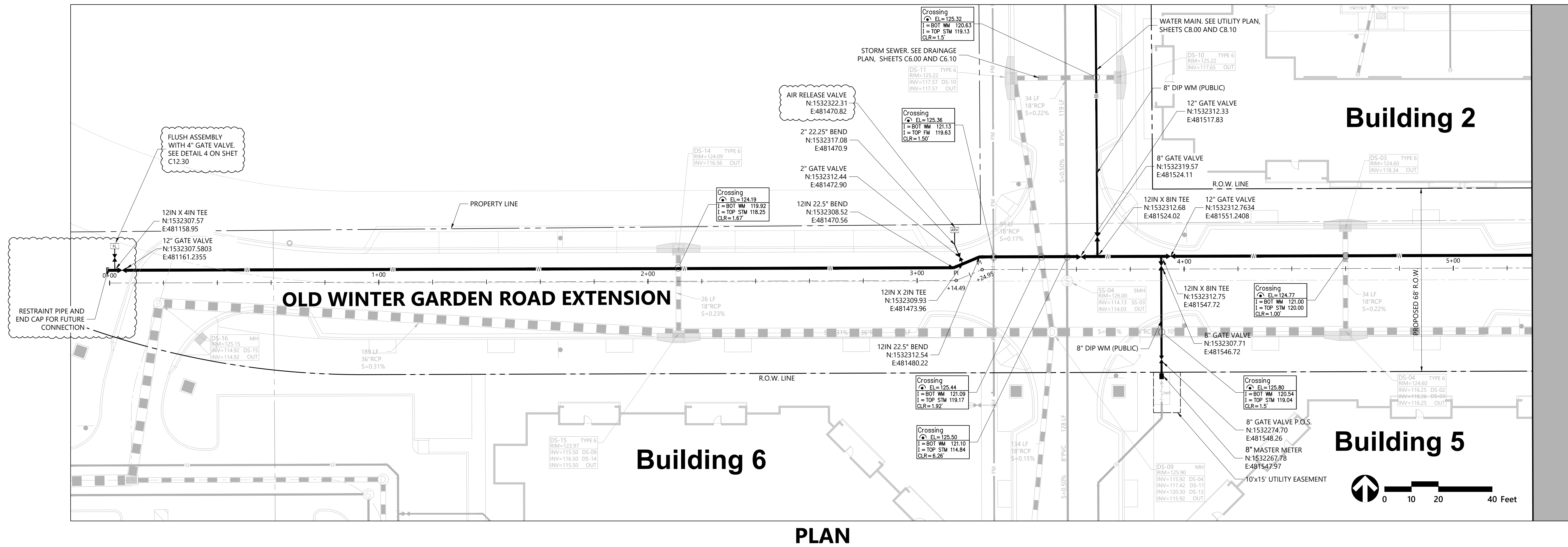
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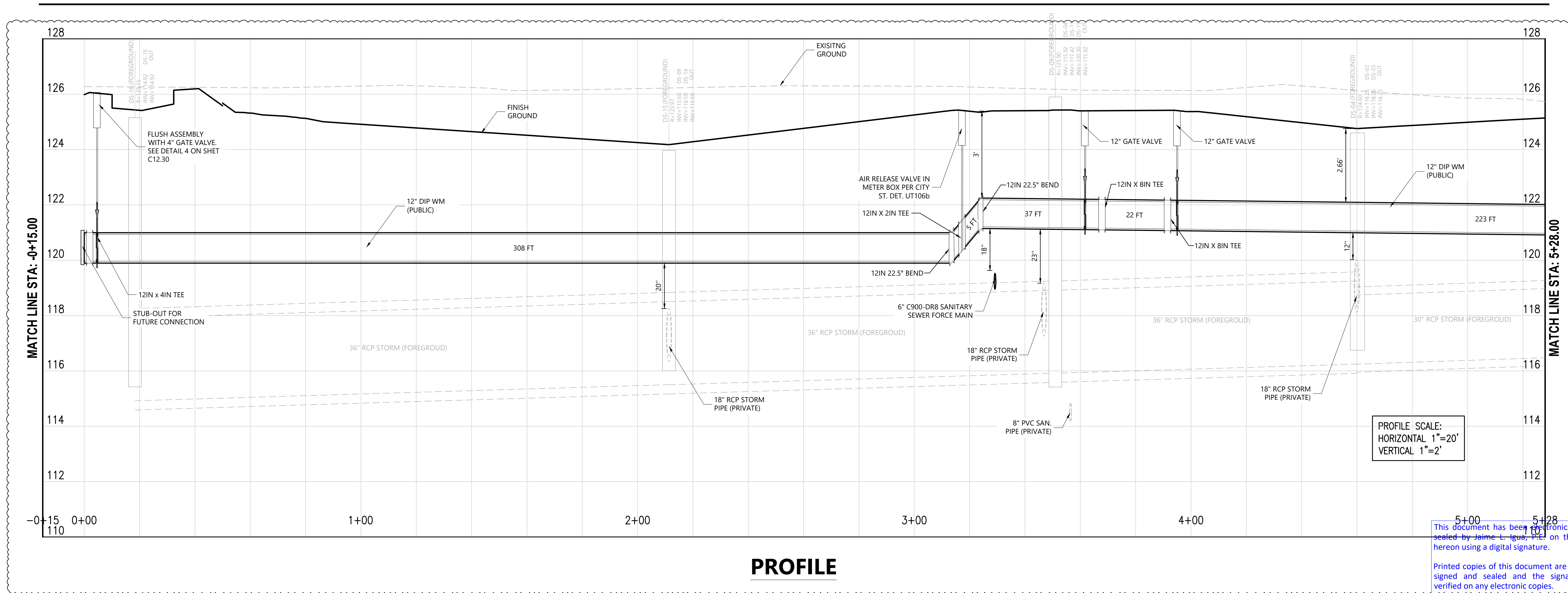
Utility
Plan



Project Number	63879.01
DATE: May. 31, 2023	63879.01



LEGEND	
Symbol	Description
	PROPERTY LINE
 R/W	R.O.W.
	CENTERLINE OF ROAD
	DITCH BOTTOM INLET
	STORM MANHOLE
	SANITARY MANHOLE
	CLEAN-OUT
	YARD DRAIN
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	MES
	WATER METER
	WATER ASSEMBLIES
	SIGN
	GATE VALVE
	TAPPING SLEEVE
	CROSSINGS AND CLEARANCES. SEE TABLE 1
	UTILITY KEY NOTES



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Ocoee, Florida

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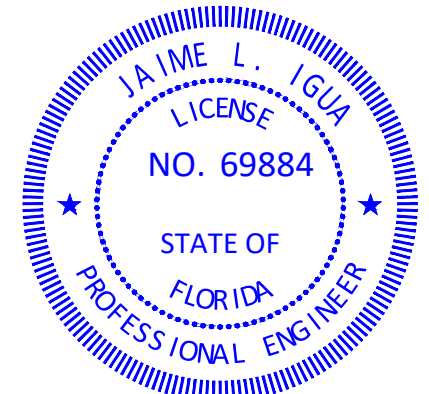
May 2023

Public Water Main Plan & Profile

Drawing Number

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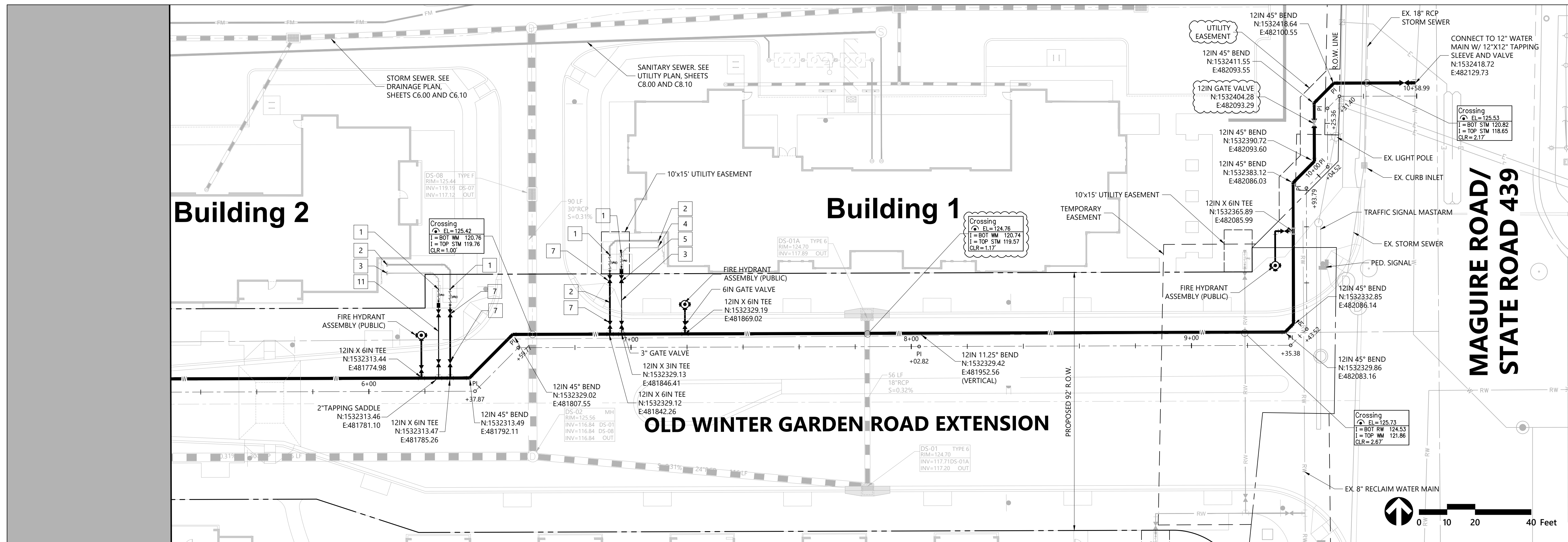


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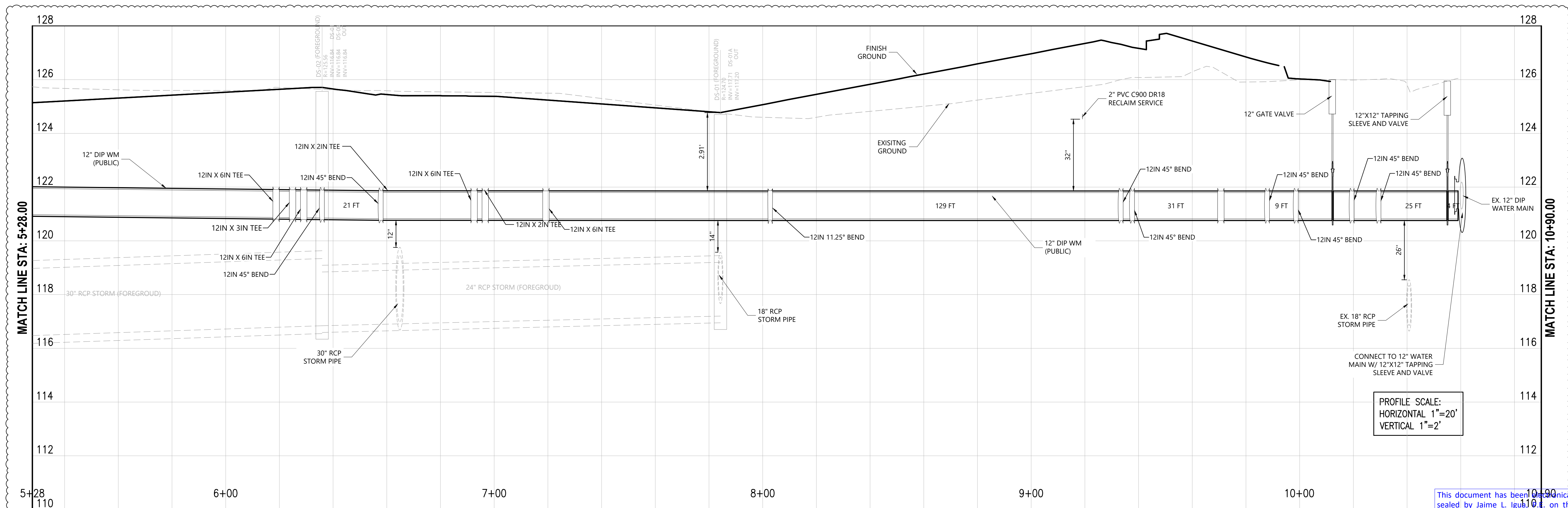
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63879.01

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PLAN



PROFILE

UTILITY KEY NOTES:

- 1 POINT OF SERVICE (P.O.S)
- 2 6" PVC C900-DR18 FIRE SERVICE. SEE MEP PLANS FOR CONTINUATION
- 3 1-1/2" PVC C900-DR18 POTABLE WATER SERVICE. SEE MEP PLANS FOR CONTINUATION
- 4 2" PVC C900-DR18 POTABLE WATER SERVICE. SEE MEP PLANS FOR CONTINUATION
- 5 2" GATE VALVE
- 7 6" GATE VALVE
- 11 1-1/2" PVC C900 DRI-18

LEGEND	
Symbol	Description
	PROPERTY LINE
	R.O.W.
	CENTERLINE OF ROAD
	DITCH BOTTOM INLET
	STORM MANHOLE
	SANITARY MANHOLE
	CLEAN-OUT
	YARD DRAIN
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	MES
	WATER METER
	WATER ASSEMBLIES
	SIGN
	GATE VALVE
	TAPPING SLEEVE
	CROSSINGS AND CLEARANCES. SEE TABLE 1
	UTILITY KEY NOTES

The Regency at Ocoee

Ocoee, Florida

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Public Water Main Plan & Profile



C8.30

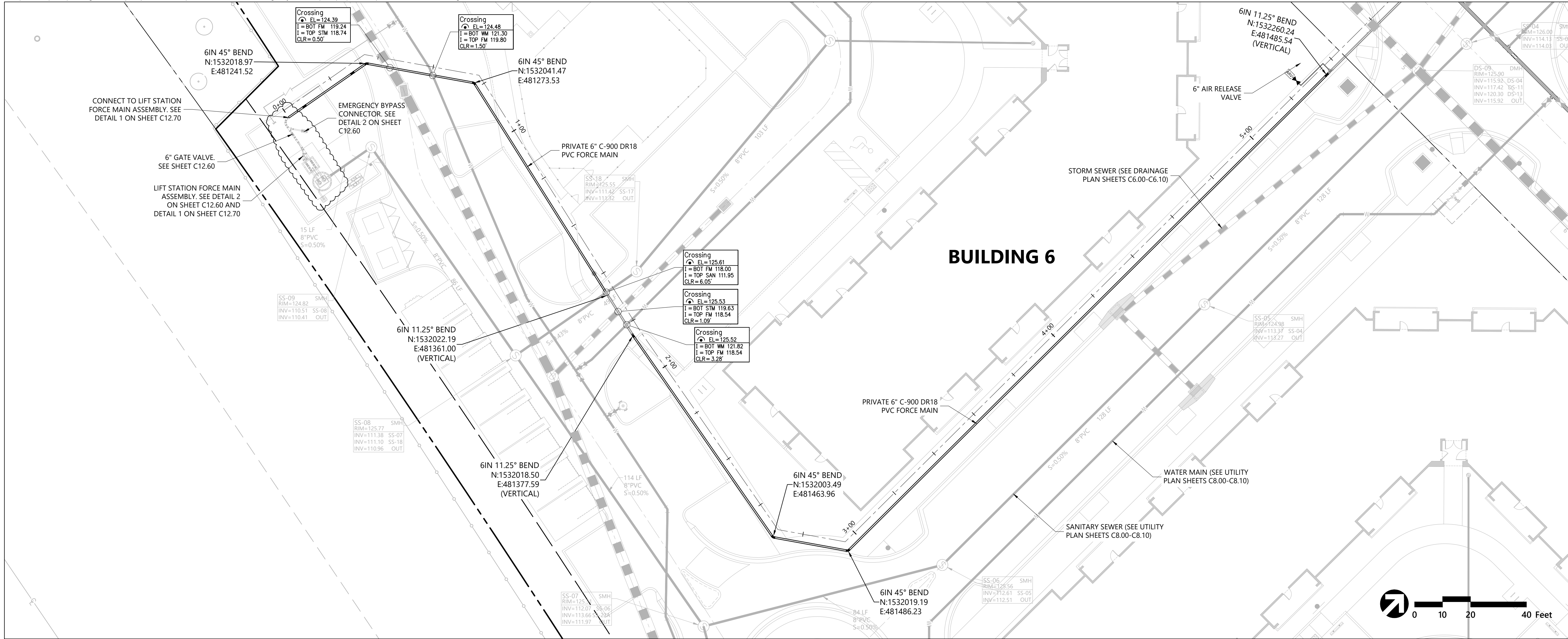
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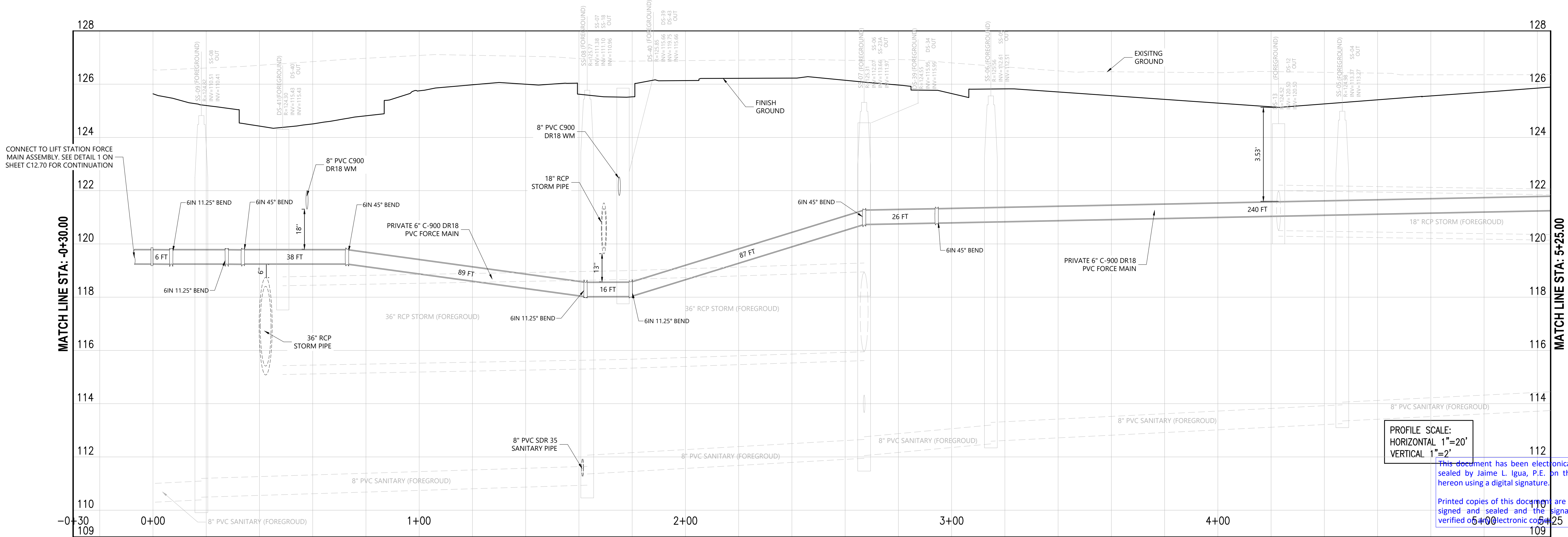
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PLAN



PROFILE

The Regency at Ocoee

Ocoee, Florida

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Force Main
Plan & Profile

Professional Engineer Seal for Jaime L. Igua, No. 69884, State of Florida.

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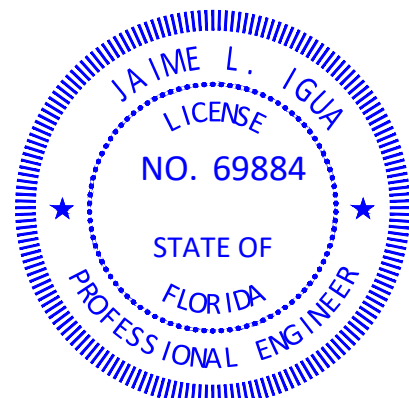


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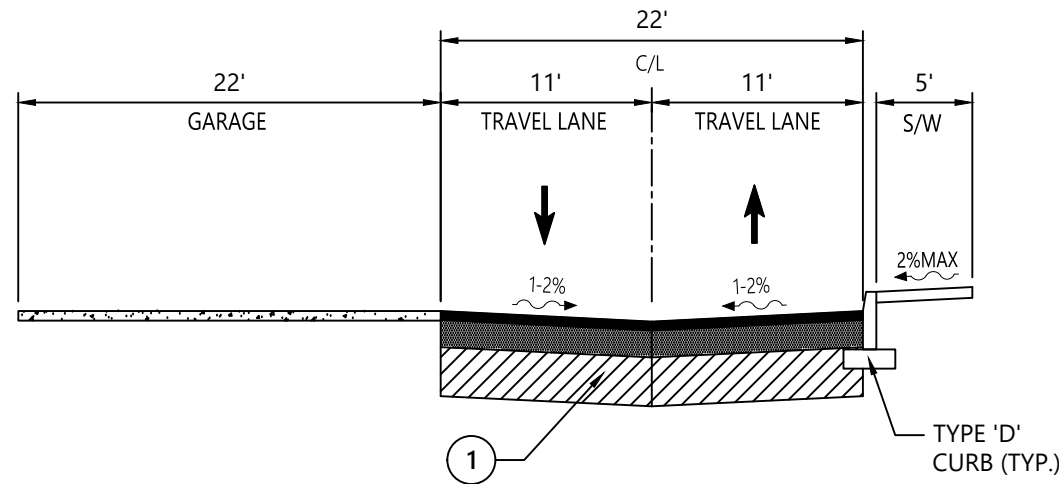
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Project Number
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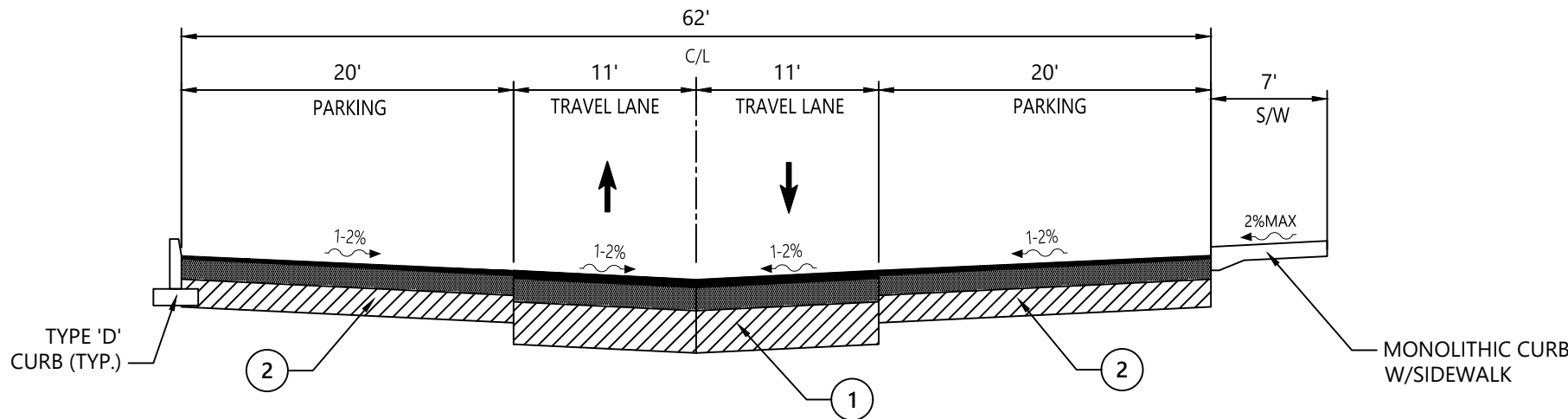


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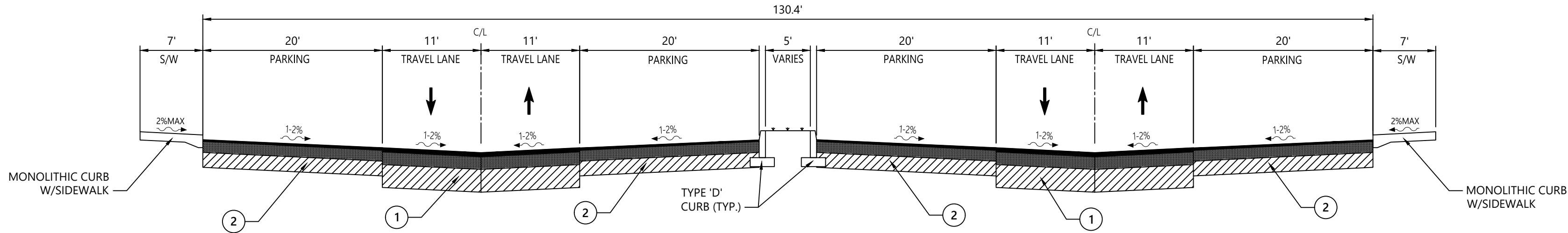
A - Typical Road Section

N.T.S.



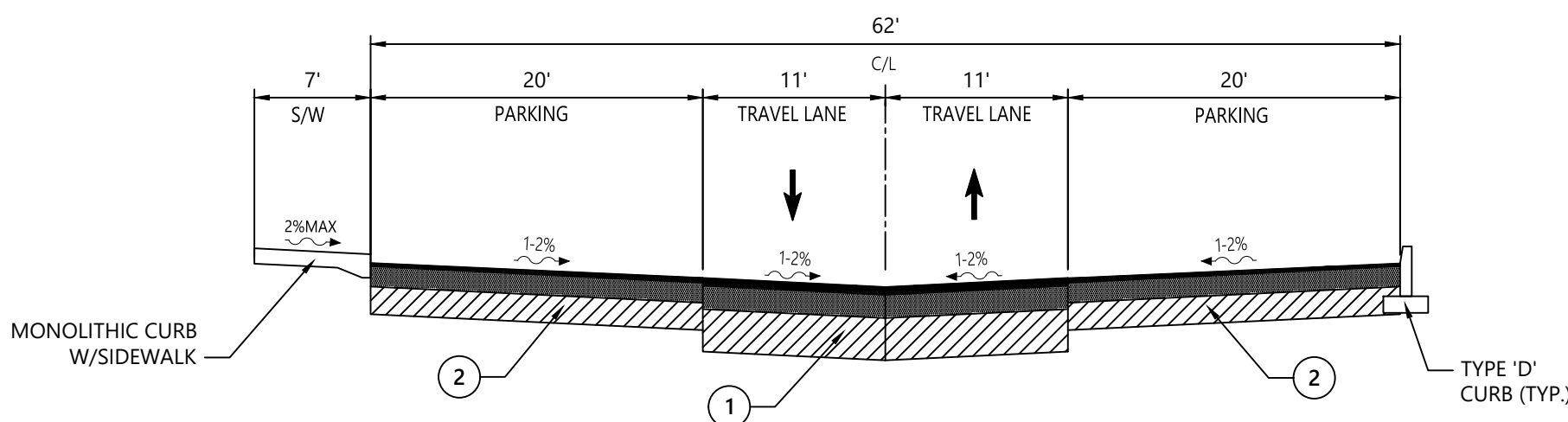
E -Typical Road Section

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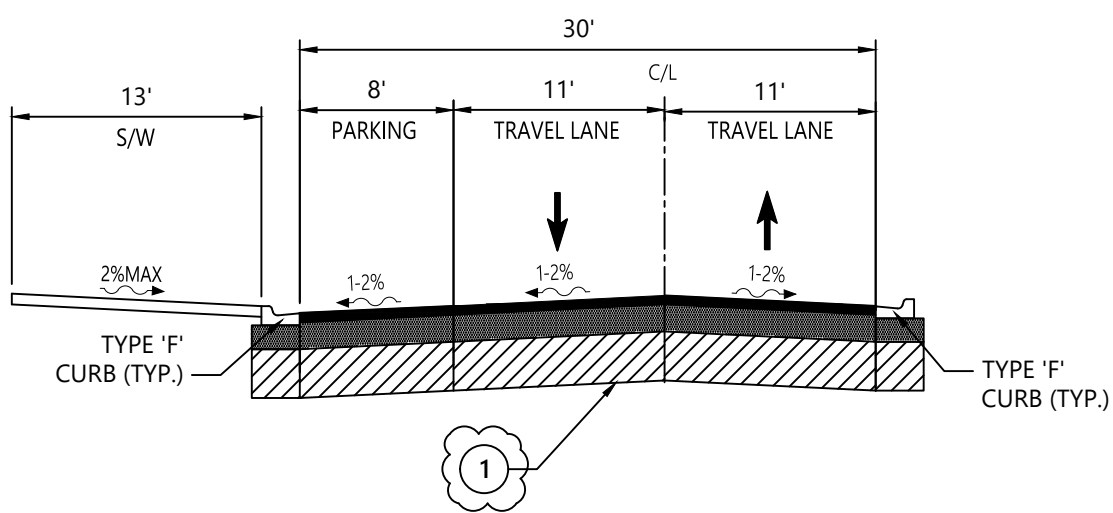
B -Typical Road Section

N.T.S.



C -Typical Road Section

N.T.S.



D -Typical Road Section

N.T.S.

TYPICAL PAVEMENT SECTION

- 1 DRIVE AREAS
- 2.5" ASPHALT SP-12.5 CONCRETE SURFACE COURSE
 - 8" LIMEROCK, SOIL-CEMENT LBR 100, 98% COMPACTION
 - 12" STABILIZED SUBBASE COURSE LBR 40, 98% COMPACTION
- 2 CAR PARKING
- 1.5" ASPHALT SP-12.5 CONCRETE SURFACE COURSE
 - 6" LIMEROCK, SOIL-CEMENT LBR 100, 98% COMPACTION
 - 12" STABILIZED SUBBASE COURSE LBR 40, 98% COMPACTION

The Regency at Ocoee

Ocoee, Florida

No. Revision Date Appvd.

Designed by SCS Checked by JLI

Issued for Permit Date May 2023

Drawing Title

Typical
Sections

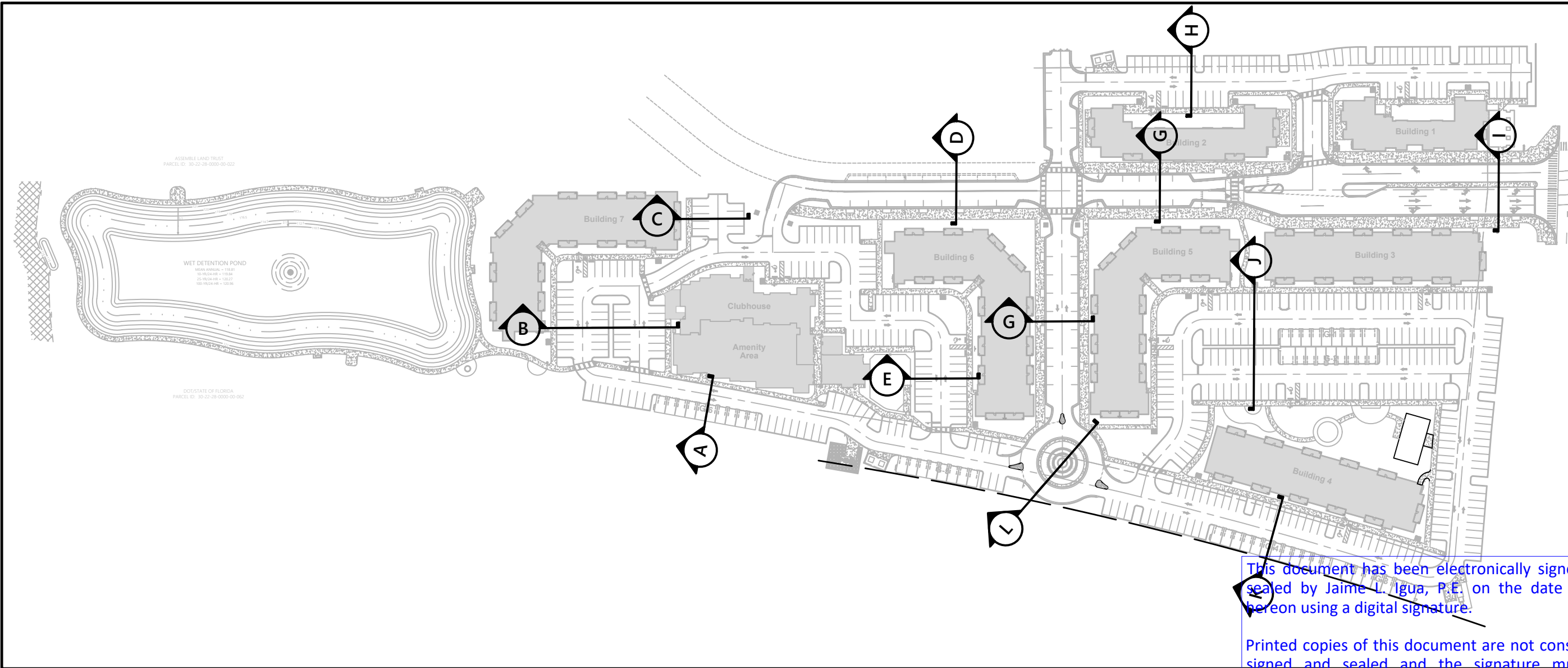
Drawing Number

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Sheet of

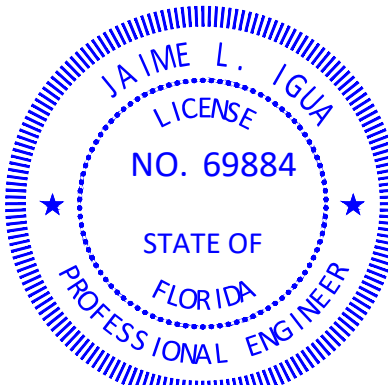
Project Number 63879.01

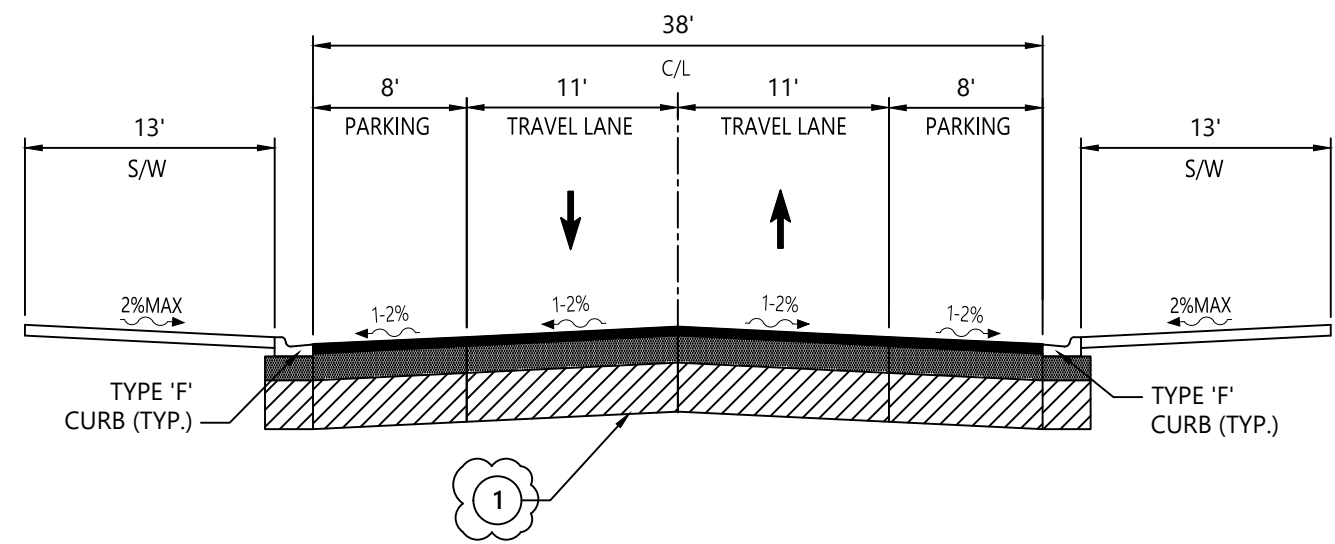
DATE: May. 31, 2023



KEY PLAN N.T.S.

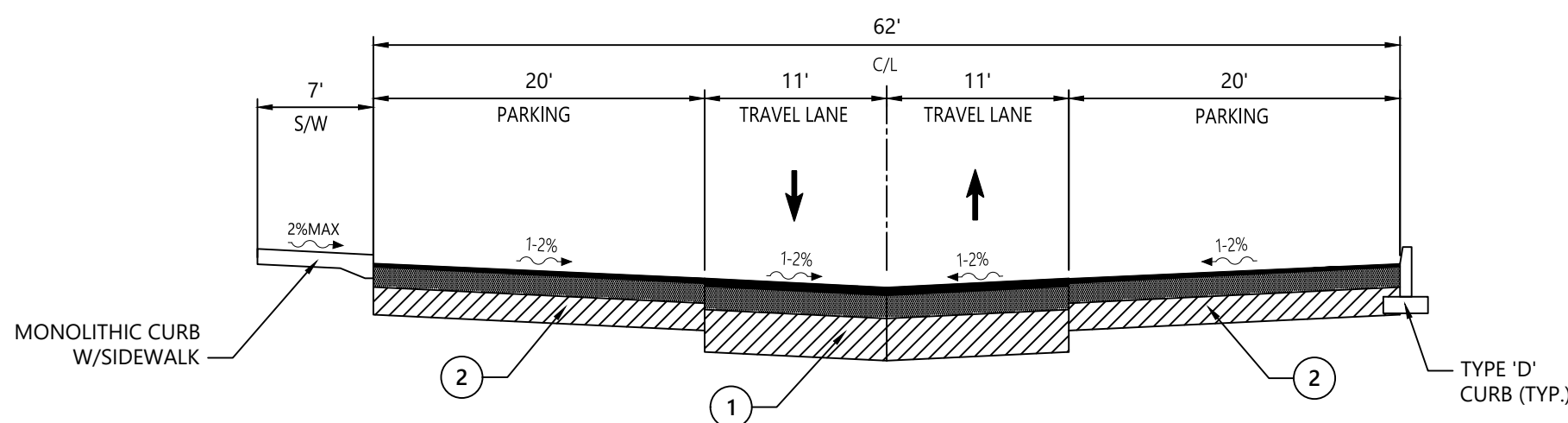
This document has been electronically signed and sealed by Jaime L. Igua, P.E. on the date shown herein using a digital signature.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.





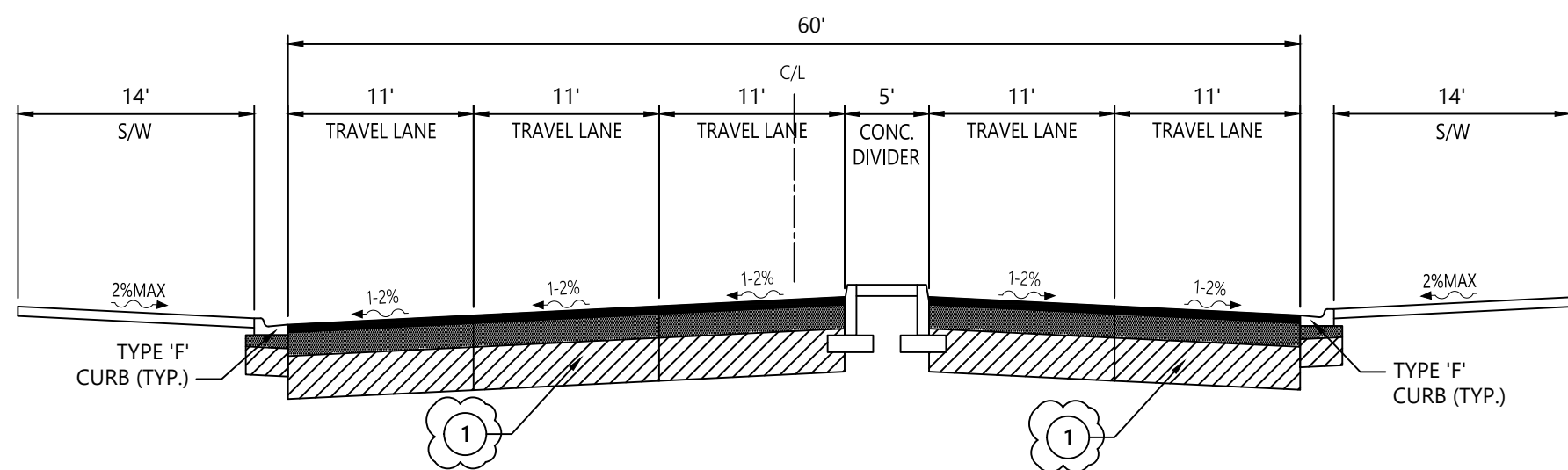
G -Typical Road Section

N.T.S.



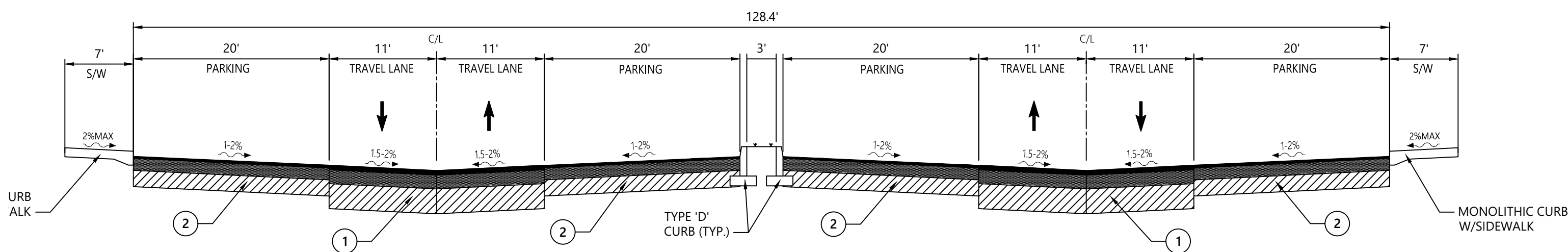
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N.T.S.



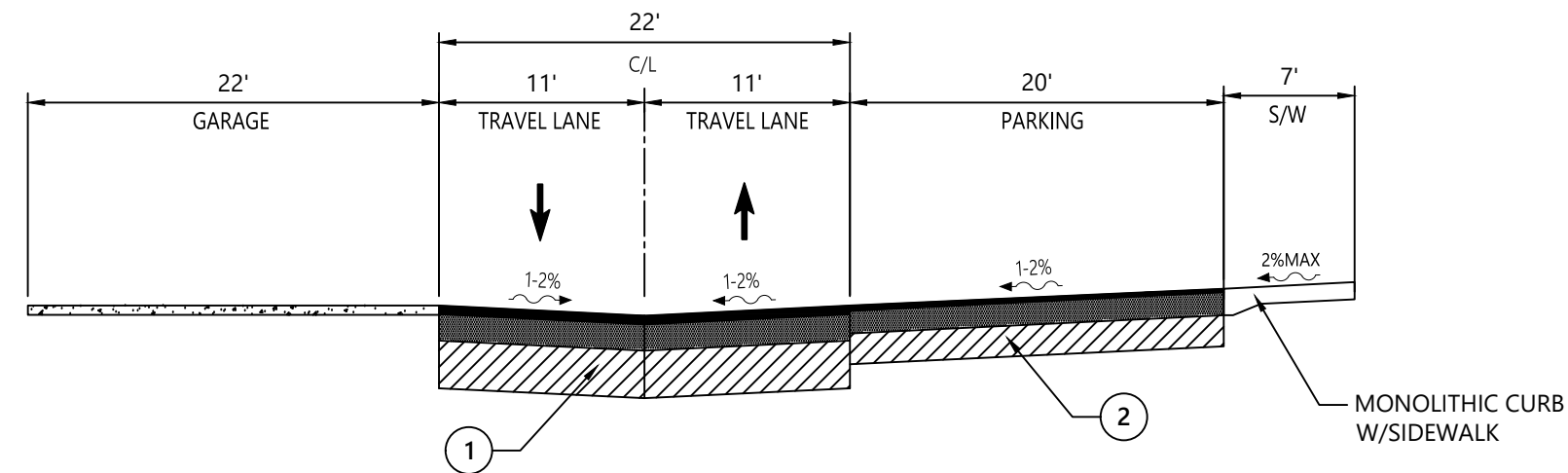
I -Typical Road Section

N.T.S.



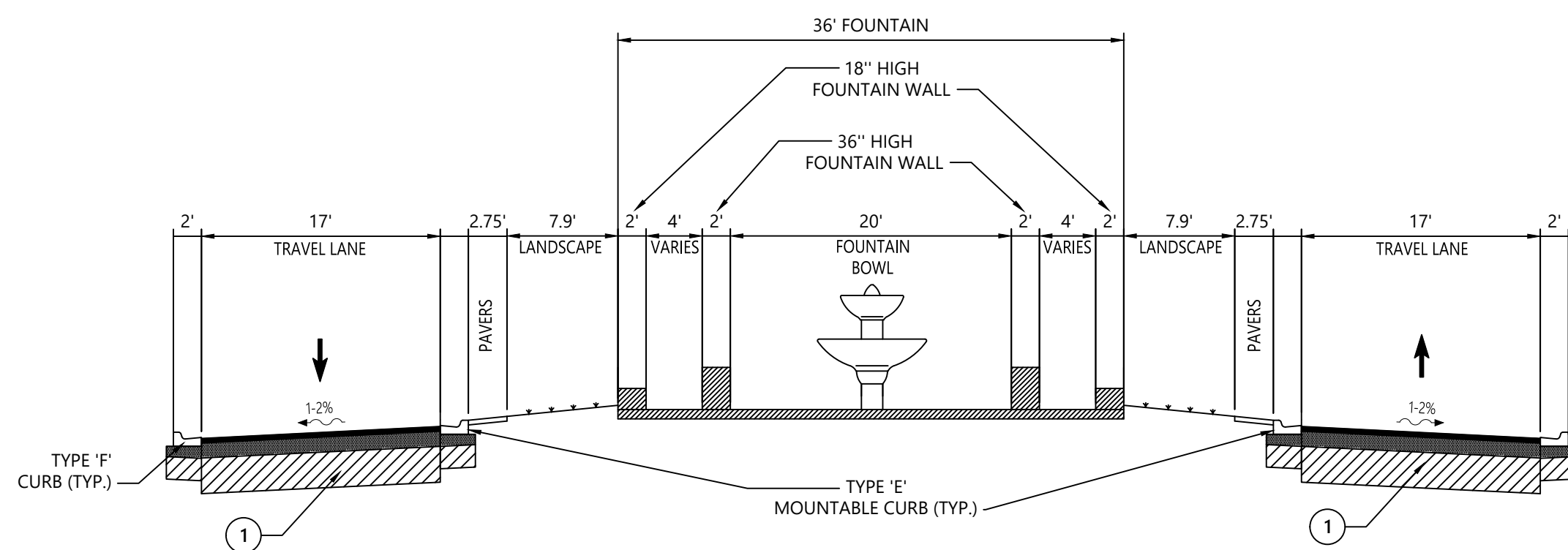
J -Typical Road Section

N.T.S.



K -Typical Road Section

N.T.S.



L -Typical Road Section

N.T.S.

- ## TYPICAL PAVEMENT SECTION
- | | |
|---|---|
| ① | <p>DRIVE AREAS</p> <ul style="list-style-type: none">• 2.5" ASPHALT SP-12.5 CONCRETE SURFACE COURSE• 8" LIMEROCK, SOIL-CEMENT
LBR 100, 98% COMPACTION• 12" STABILIZED SUBBASE COURSE
LBR 40, 98% COMPACTION |
| ② | <p>CAR PARKING</p> <ul style="list-style-type: none">• 1.5" ASPHALT SP-12.5 CONCRETE SURFACE COURSE• 6" LIMEROCK, SOIL-CEMENT
LBR 100, 98% COMPACTION• 12" STABILIZED SUBBASE COURSE
LBR 40, 98% COMPACTION |

The Regency at Ocoee

Ocoee, Florida

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Designed by	Checked by
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Issued for _____ Date _____

Permit May 2023

Drawing Title

Typical Sections

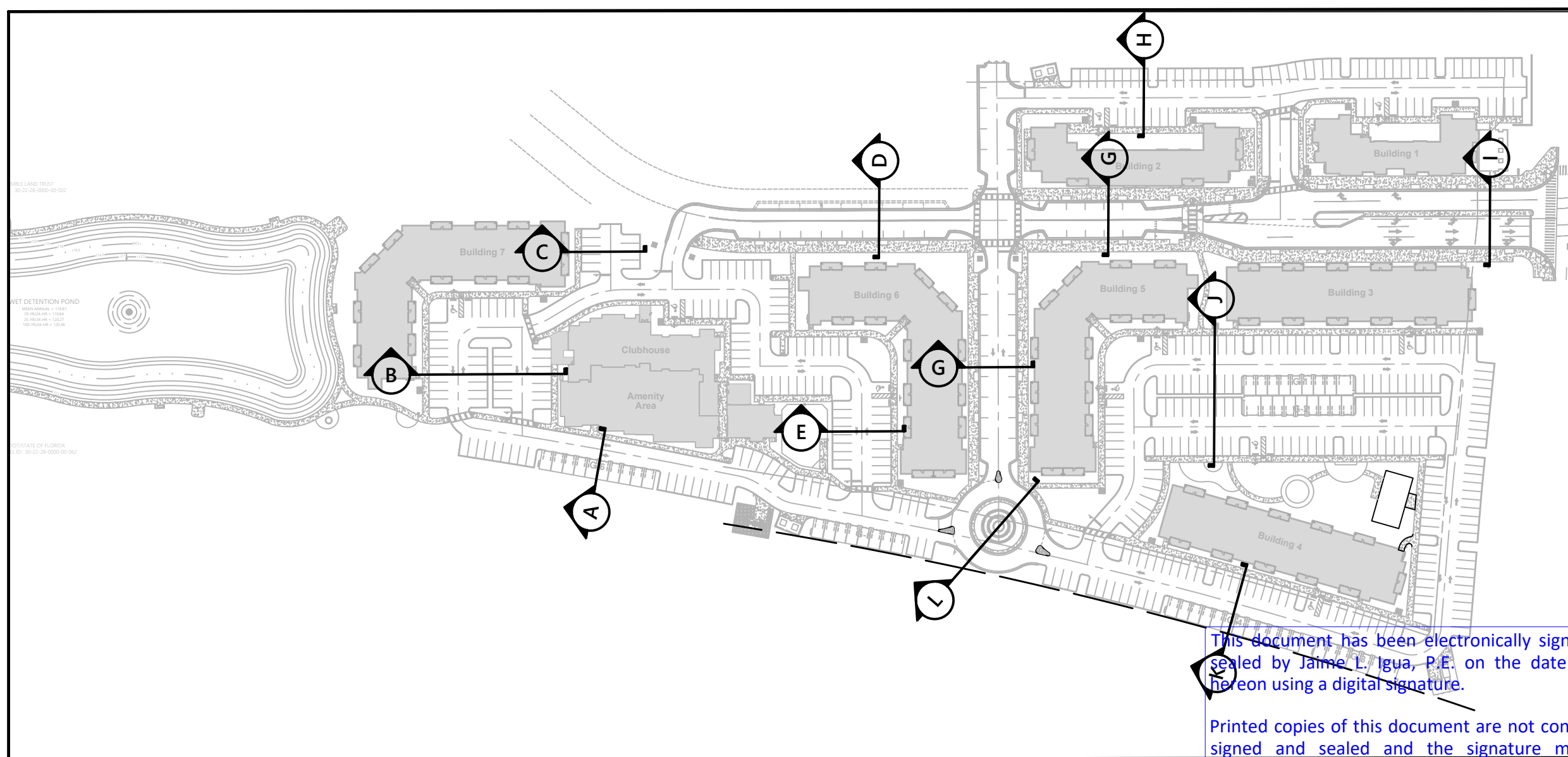
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C9.10



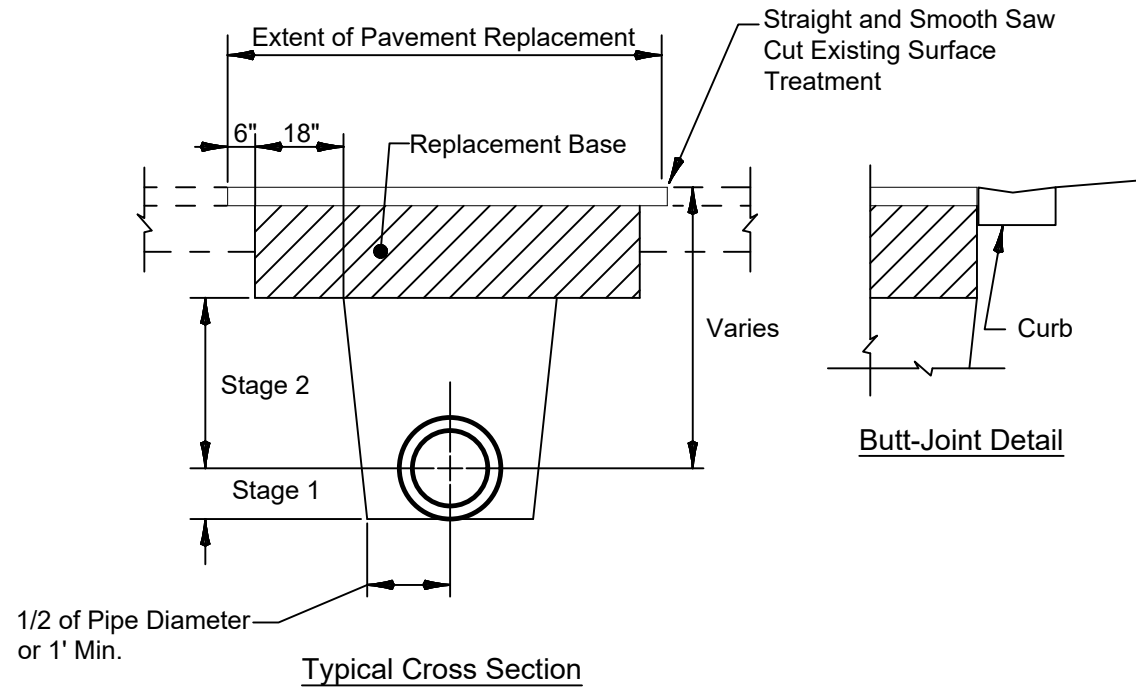
DATE: May. 31, 2023 Project Number 63879.01

DATE: May. 31, 2023 63879.01



KEY PLAN N.T.S.

N.T.S.



Stage Compactions:

1. Backfilling of trench shall be in six inch (6") maximum lifts.
2. Stage 1: Backfilling trench in Stage 1 shall use proper mechanical equipment to insure proper compaction throughout, including pipe haunches.
3. Stage 2: Backfilling trench in Stage 2 shall be to bottom of sub-grade.

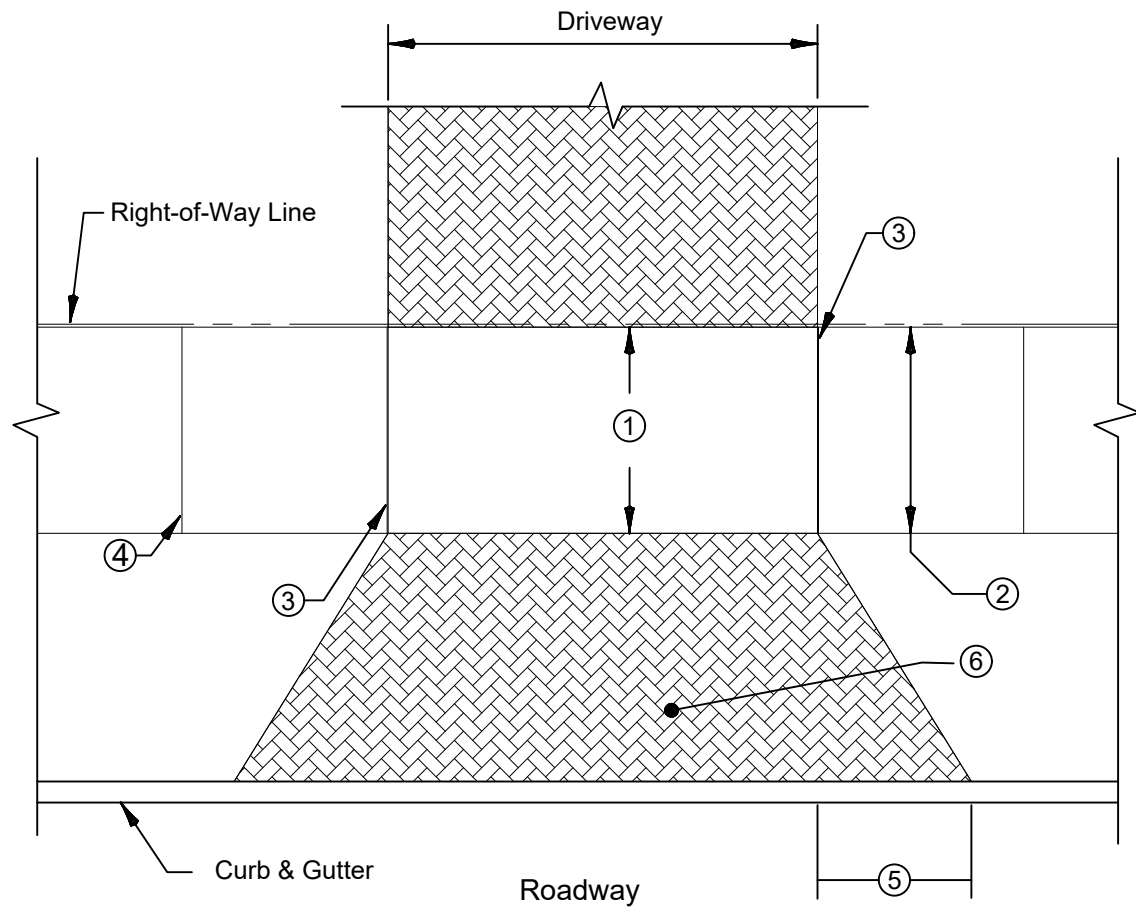
NOTES:

1. All work and material for the Flexible Pavement Reconstruction shall be in accordance with the most current City of Ocoee - Engineering Standards Manual (available at OCOE.ORG).
2. Any conflict between ESM specification and this sheet's specifications shall be resolved by the more stringent requirement.
3. Replacement asphalt shall match the existing structural and friction courses for type and thickness in accordance with requirements as set forth by the ESM.
4. Replacement asphalt shall be installed the to the full width of the travel lane.
5. Backfill and base material shall be clean and homogenous compacted to 98% of the maximum density per AASHTO T-180. Tack shall be added to the new base material prior to installing the replacement asphalt.
6. Base course shall be prepared in 6" lifts maximum, and thoroughly compacted.
7. Where trench line abuts existing curb(s), construct clean butt joint with curb. In the event curb is undermined and/or compromised, curb shall be replaced.

1. FLEXIBLE PAVEMENT REPLACEMENT

N.T.S.

July 2022
City of Ocoee PW002



Legend

- ① Driveway sidewalk 6" Thick - fc' = 3,000 psi @ 28 days, fiber reinforced concrete
- ② Sidewalk: 4" Thick - fc' = 3,000 psi @ 28 days
- ③ Expansion Joint: bituminous fiber board material 1/2" thick and full depth
- ④ Construction Joint: tooled, dummy or sawed (1" depth minimum, spacing equal width of sidewalk)
- ⑤ Approach Transition: Flair Curb shall be dropped if not mountable
- ⑥ Pavers within the right-of-way shall be installed on 6" Base; Soil Cement or Concrete Aggregate Fines uniformly compacted to a minimum density of 98% in accordance with AASHTO T-180. The minimum thickness for pavers shall be 3-1/8".

Notes:

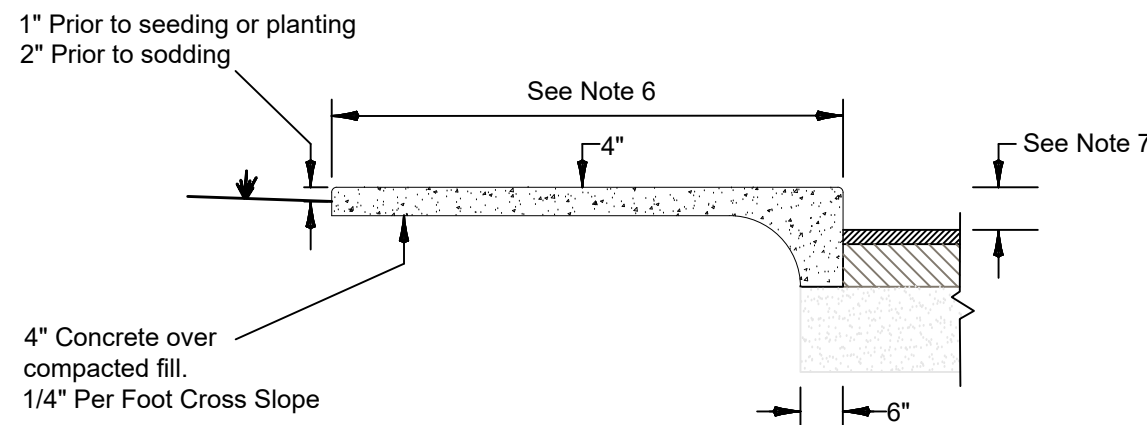
Curb shall be dropped through driveway with 3' transitions each end of driveway for non-mountable curb.

All wooden stakes used in form work if left in place, shall have 2" or more of concrete cover.

2. DRIVEWAY APPROVACH WITH PAVERS DETAIL

N.T.S.

July 2022
City of Ocoee PW004



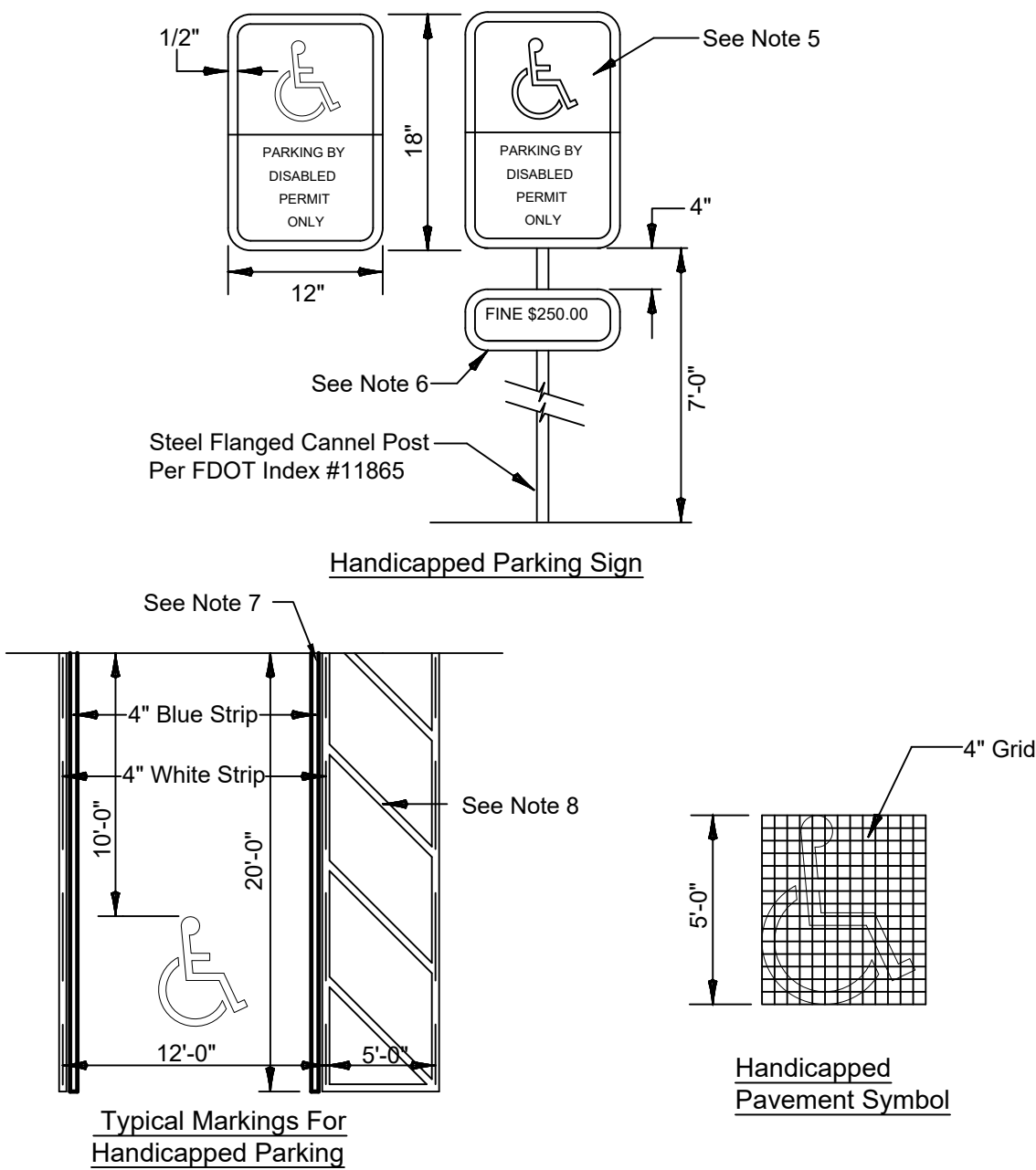
NOTES:

1. Tooled Control Joints at 5' O.C. max.
2. Expansion Joints at 25' O.C. max.
3. Joints shall be constructed within 24 hours of pouring concrete
4. Sidewalks shall be Class I, 3000psi
5. Sub-grade or base shall be compacted to a minimum density of 98% of the maximum density as determined by AASHTO T-180 for sidewalks/bike paths and curbs.
6. Refer to plans for sidewalk width. Sidewalk shall be a minimum of 5' if a width is not specified on the plans.
7. Refer to the plans for the curb height. If no curb height is specified, use 6"

3. SIDEWALK, CURB AND PAVEMENT DETAIL

N.T.S.

June 2020
City of Ocoee PW005



NOTES:

1. Top portion of sign to have a reflective blue background with white reflective symbol and border.
2. Bottom portion shall have a reflective white background with black opaque legend and border.
3. Sign may be fabricated on one panel or two.
4. Signs are to be mounted at standard height. (7' from pavement to bottom of sign.)
5. FTP-25 or FTP-26 sign in accordance with FDOT Standard Index #15355.
6. Supplemental plate must be 12" wide by 6" high with 1-1/2" corner radi. Provide a 1" Series C blue legend and a 1/2" blue border on a white background.
7. Blue strip is to be tinted to match shade 15180 of Federal Standards 595
8. 5 ft wide access aisles are diagonally striped at 45 degrees with 4" wide solid white striping at 4 ft. on centers and outlined on three sides with 4" wide solid white striping.
9. Use of pavement symbol in handicapped parking spaces is required. When used, the symbol shall be 5 ft. high and white in color. To be installed in accordance with FDOT Standard Index #17346

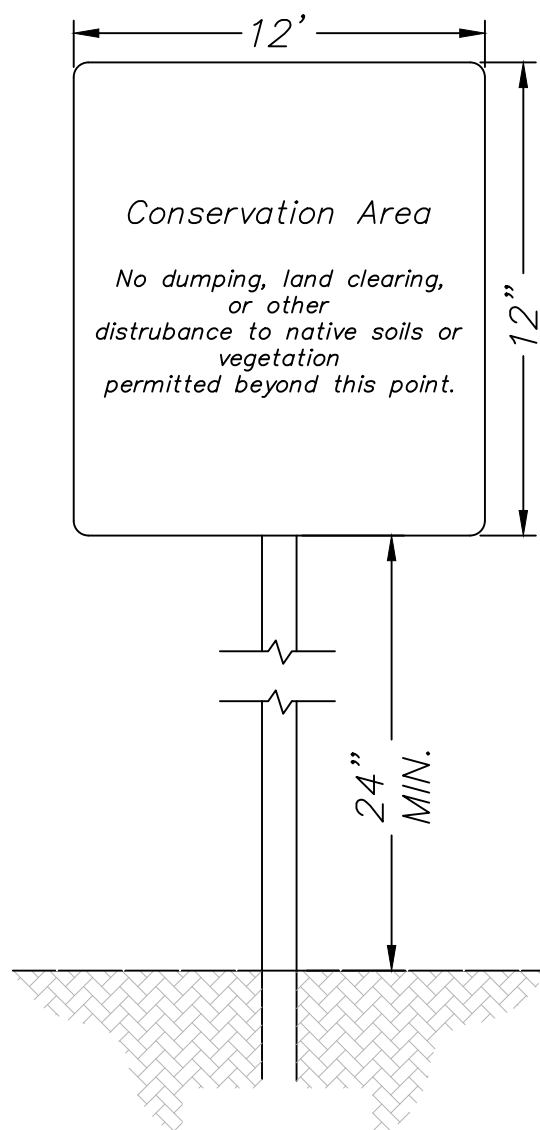
4. HANDICAPPED PARKING MARKINGS AND SIGN

N.T.S.

June 2020
City of Ocoee PW006

NOTE:

THE CONSERVATION AREAS SHALL REMAIN UNDISTURBED AND ALL CONSTRUCTION, DUMPING, AND DISTURBANCE TO SOILS AND VEGETATION INCLUDING MOWING, TRIMMING, AND REMOVAL IS PROHIBITED.



5. CONSERVATION AREA SIGN

N.T.S.

February 2023

The Regency at Ocoee

Ocoee, Florida

No.	Revision	Date	Appvd.

Designed by	Checked by
SCS	JLI
Issued for	Date
Permit	May 2023

Drawing Title

**General
Details**

Drawing Number

C10.00

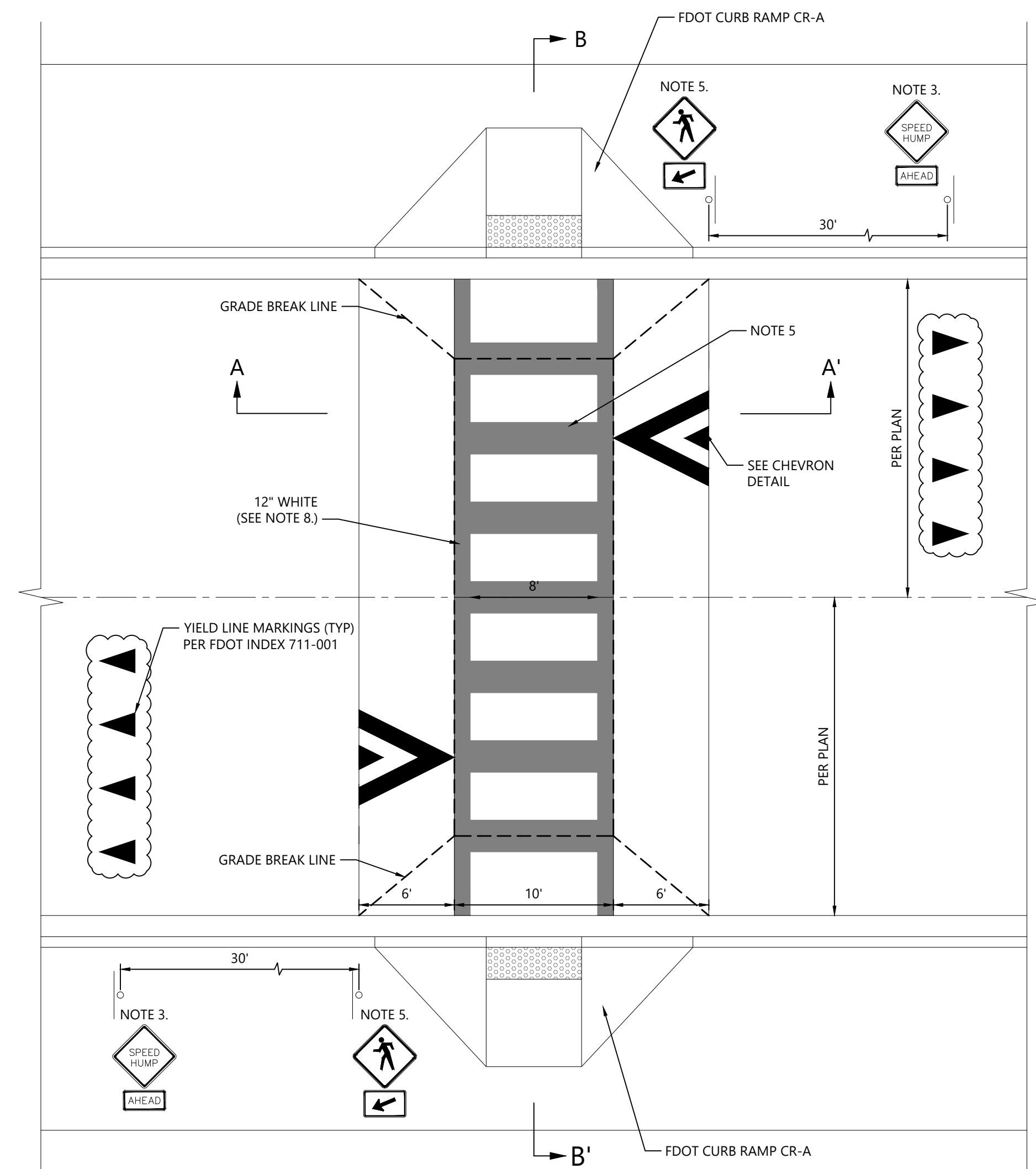
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Project Number
63879.01

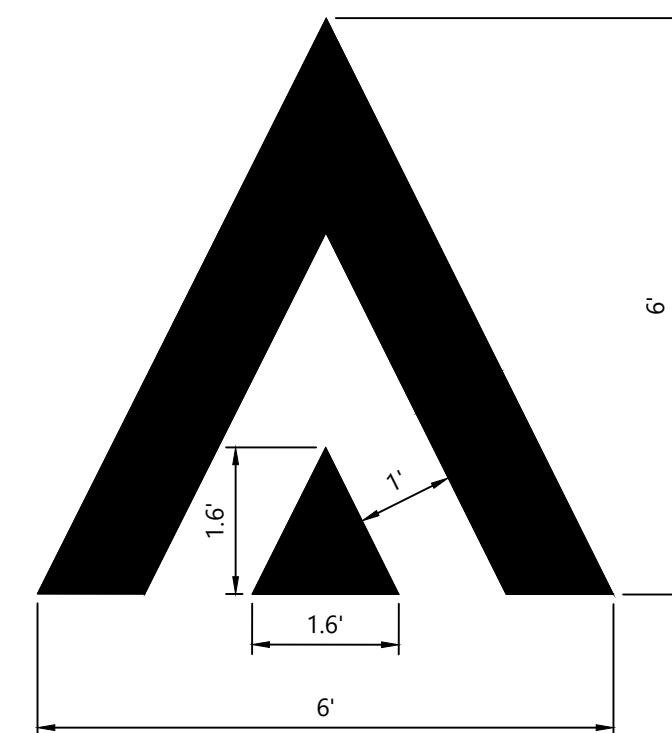
DATE: **May. 31, 2023**

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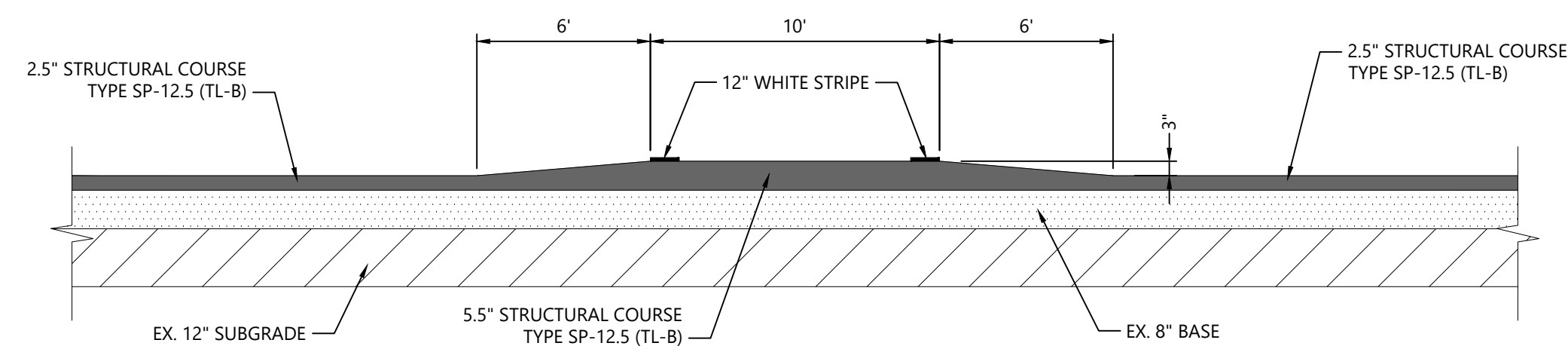
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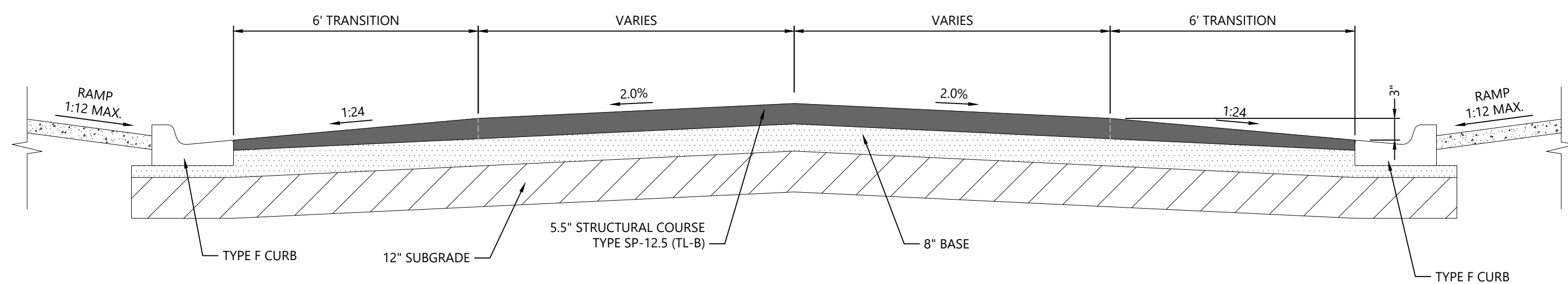
- NOTES:
1. ADVANCED WARNING MARKINGS SHALL BE INSTALLED PER MUTCD WHEN ONE OF THE FOLLOWING CRITERIA IS MET:
 - a. SPEED LIMITS ≥ 30 MPH
 - b. 85 PERCENTILE SPEEDS ≥ 35 MPH
 - c. MAJOR ROAD
 - d. BASED ON ENGINEERING JUDGEMENT.
 2. UNDISTURBED CLEARANCE FOR DRAINAGE SHALL BE 12" MINIMUM FOR CURB & GUTTER APPLICATIONS. THE TRANSITION SHALL END AT THE EDGE OF PAVEMENT.
 3. ADVANCED WARNING SIGN (W17-1) SHALL BE PLACED AHEAD OF FIRST RAISED CROSSWALK FROM EACH DIRECTION. IF THE SIGN IS INSTALLED PRIOR TO THE CONSTRUCTION, IT SHALL BE COVERED. CONTRACTOR SHALL REMOVE SIGN COVERING WHEN CONSTRUCTION BEGINS.
 4. CURB RAMP SHALL COMPLY WITH THE FDOT AND THE CITY REQUIREMENTS.
 5. PEDESTRIAN WARNING SIGNS SHALL BE INSTALLED PER MUTCD AND FDOT DESIGN MANUAL CHAPTER 230 FOR SIGNAGE PLACEMENT.
 6. CHEVRON AND CROSSWALK MARKINGS SHALL BE THERMOPLASTIC.



CHEVRON DETAIL



SECTION A-A'

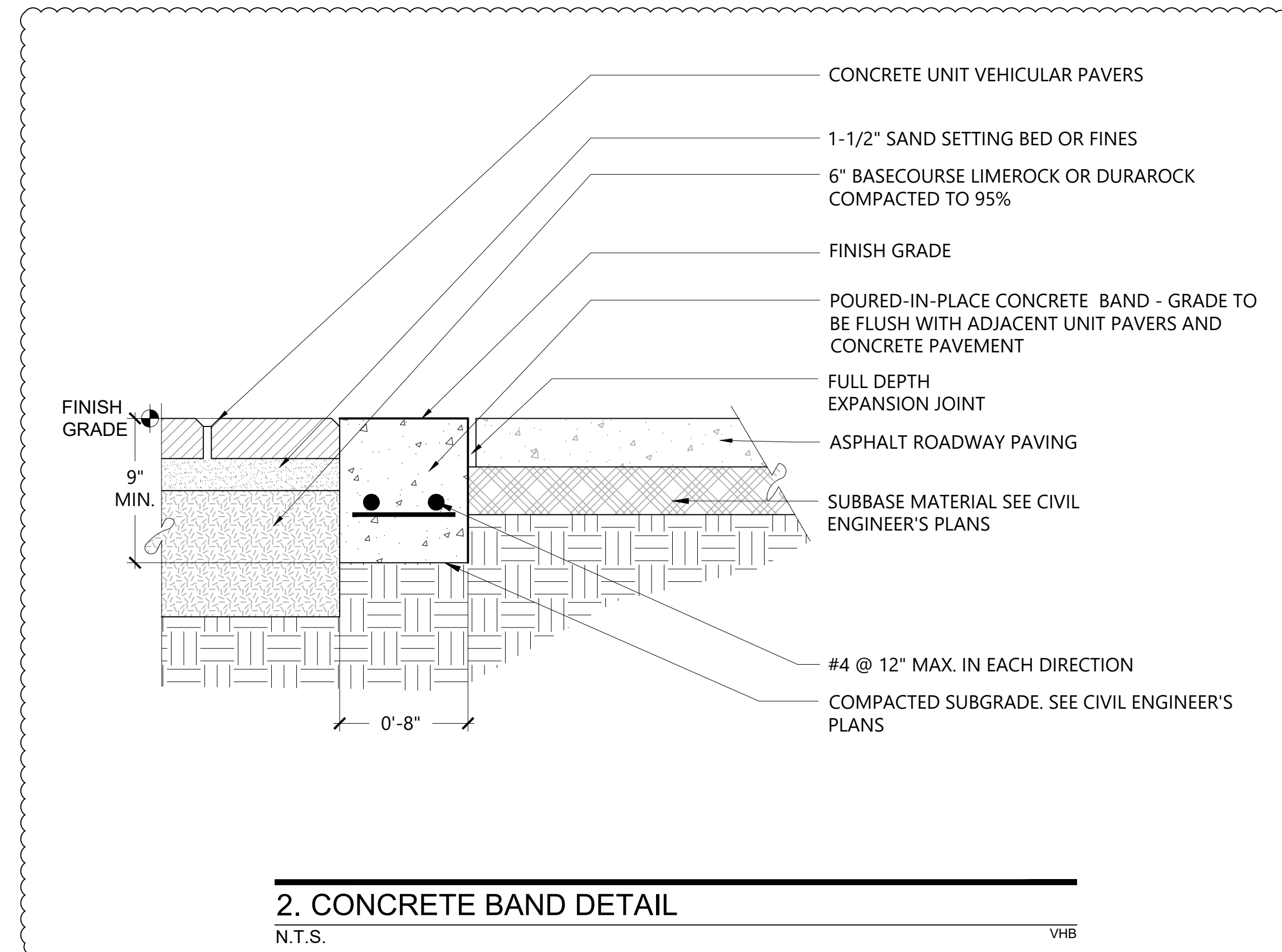


SECTION B-B'

1. RAISED CROSSWALK DETAIL

N.T.S.

March 2023



2. CONCRETE BAND DETAIL

N.T.S.

VHB

The Regency at Ocoee

Ocoee, Florida

No.	Revision	Date	Appvd.
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Designed by	Checked by
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SCS	SLI
Issued for	Date

General Details

Drawing Number

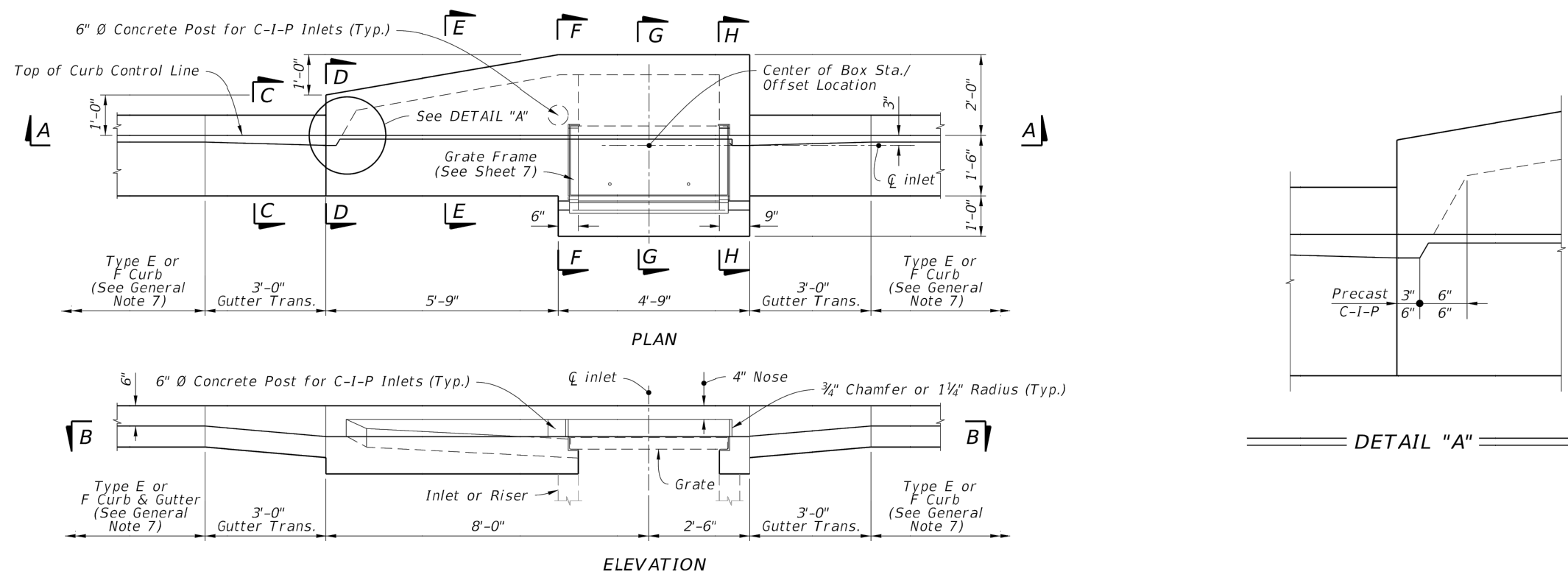
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Sheet _____ of _____

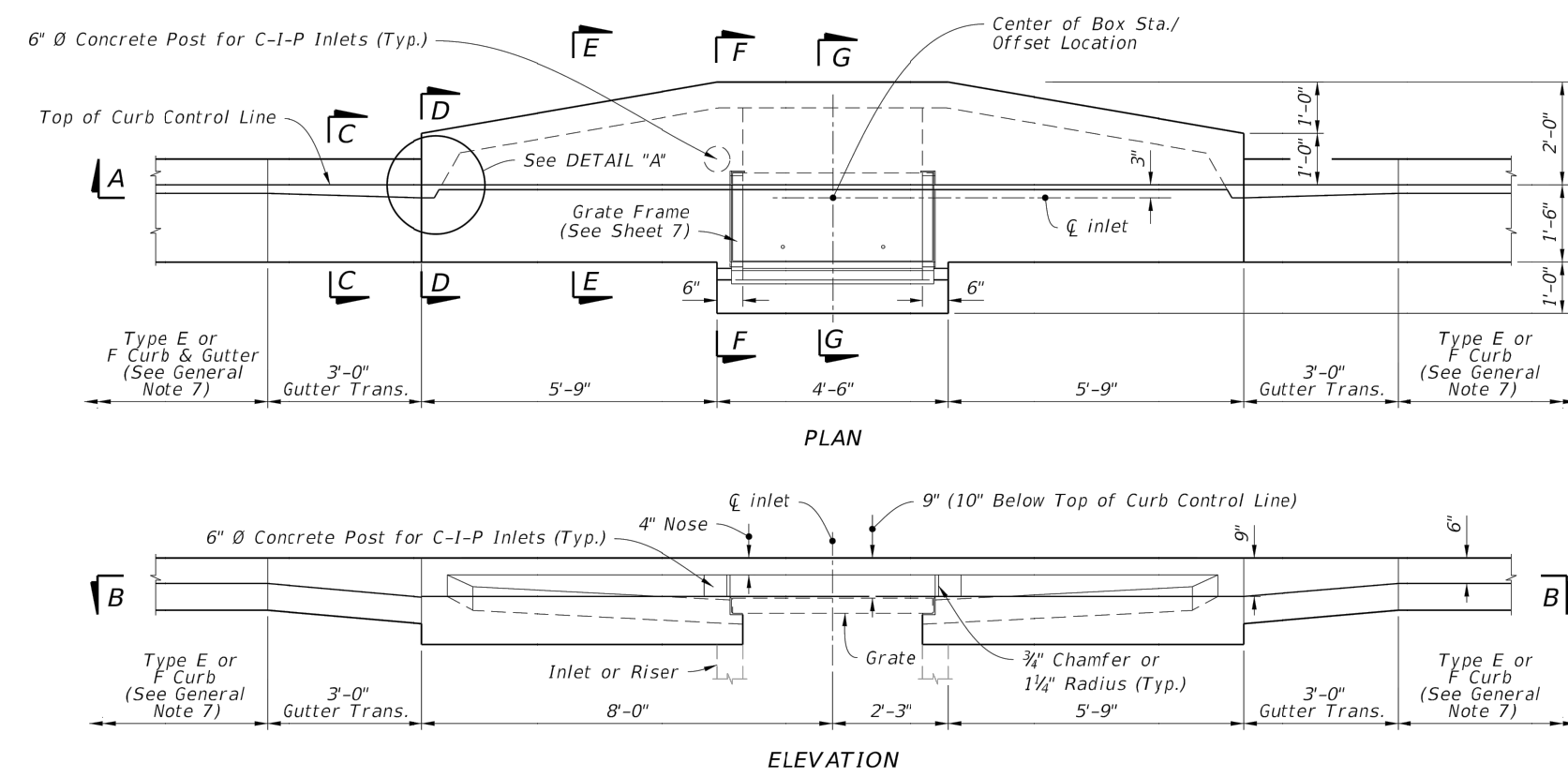
Project Number

DATE: May. 31, 2023

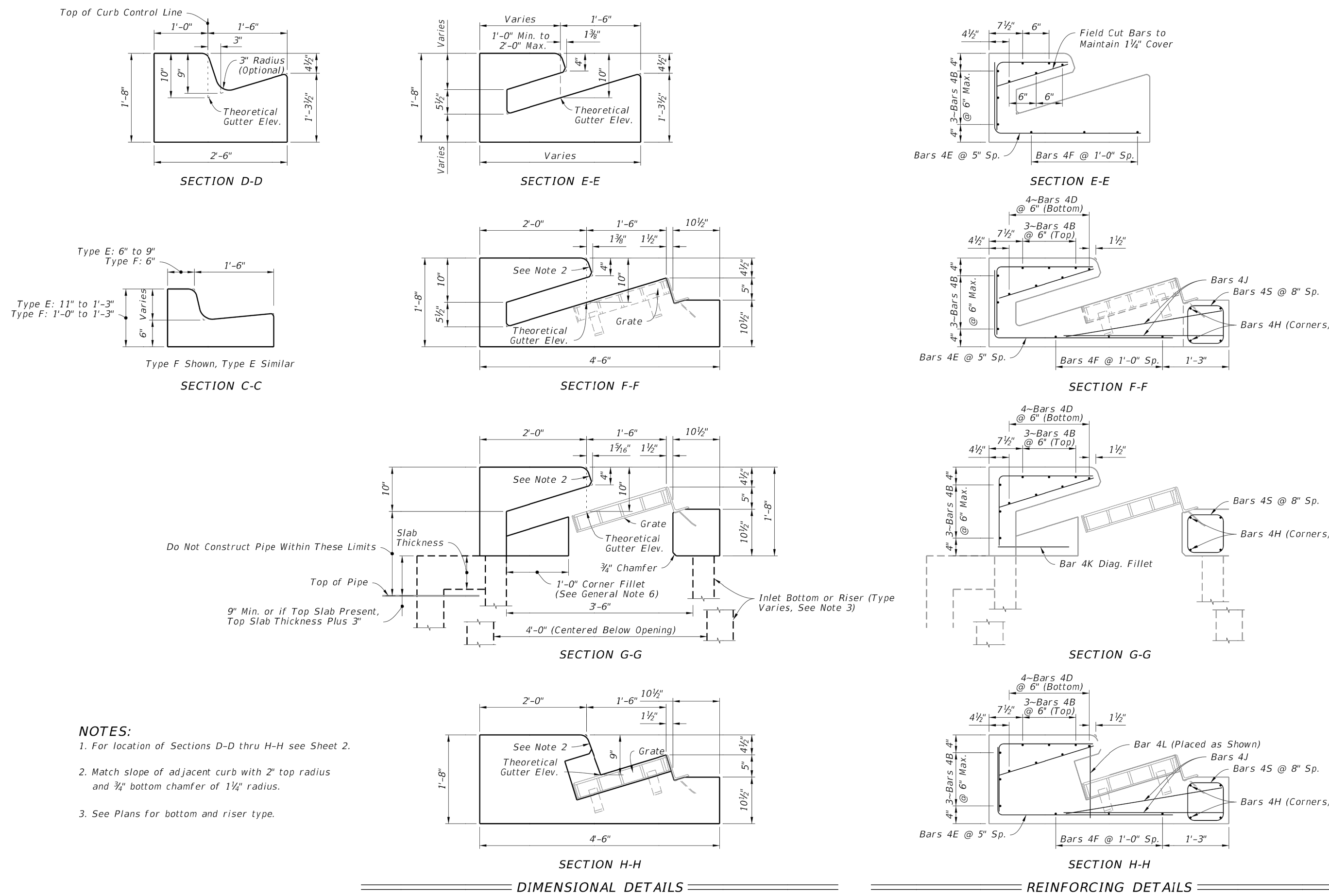
63879.01



= TYPE 5 DIMENSIONAL DETAILS



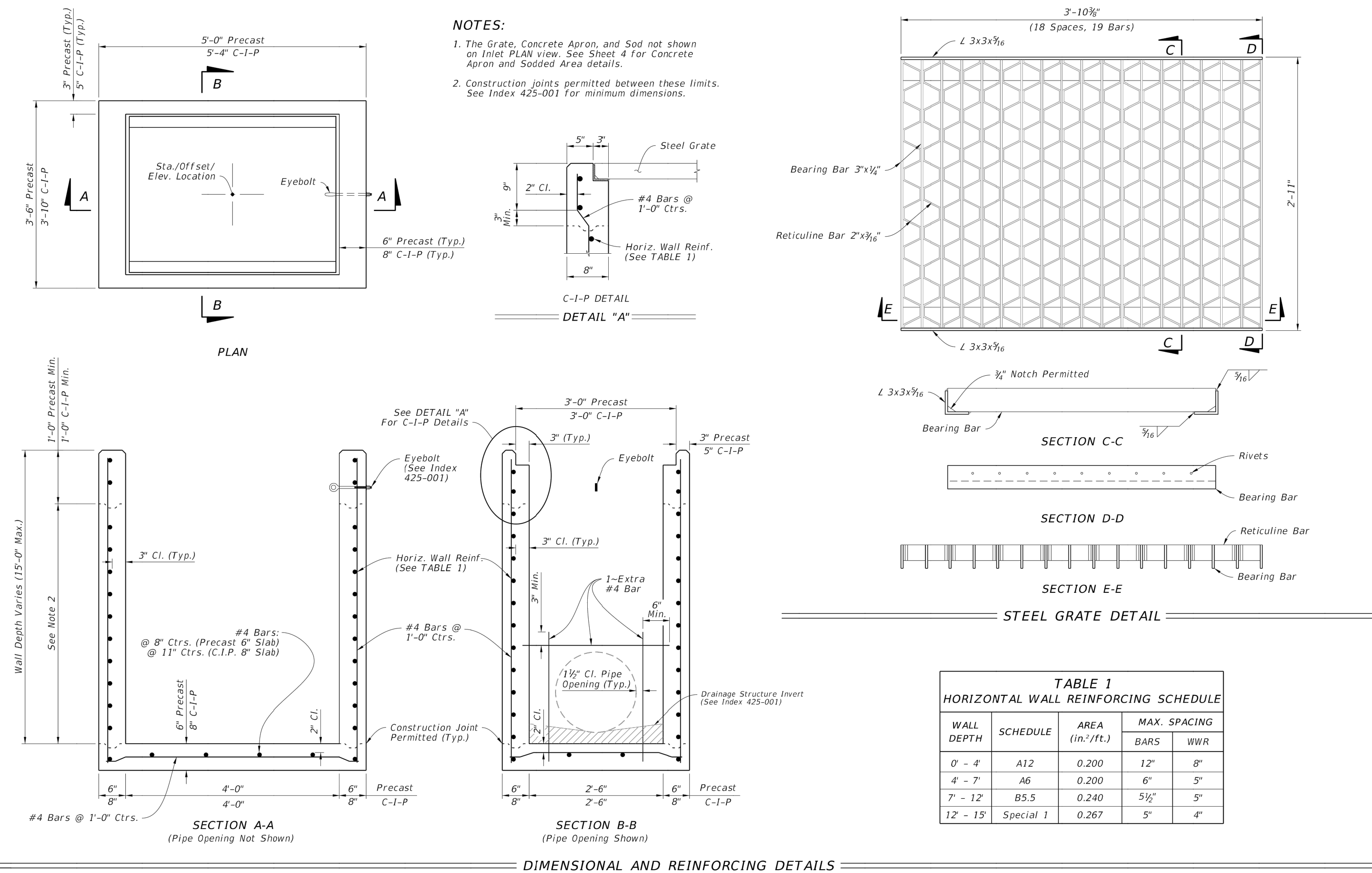
= TYPE 6 DIMENSIONAL DETAILS



1. TYPE 5 AND 6 CURB INLET DETAILS

N.T.S

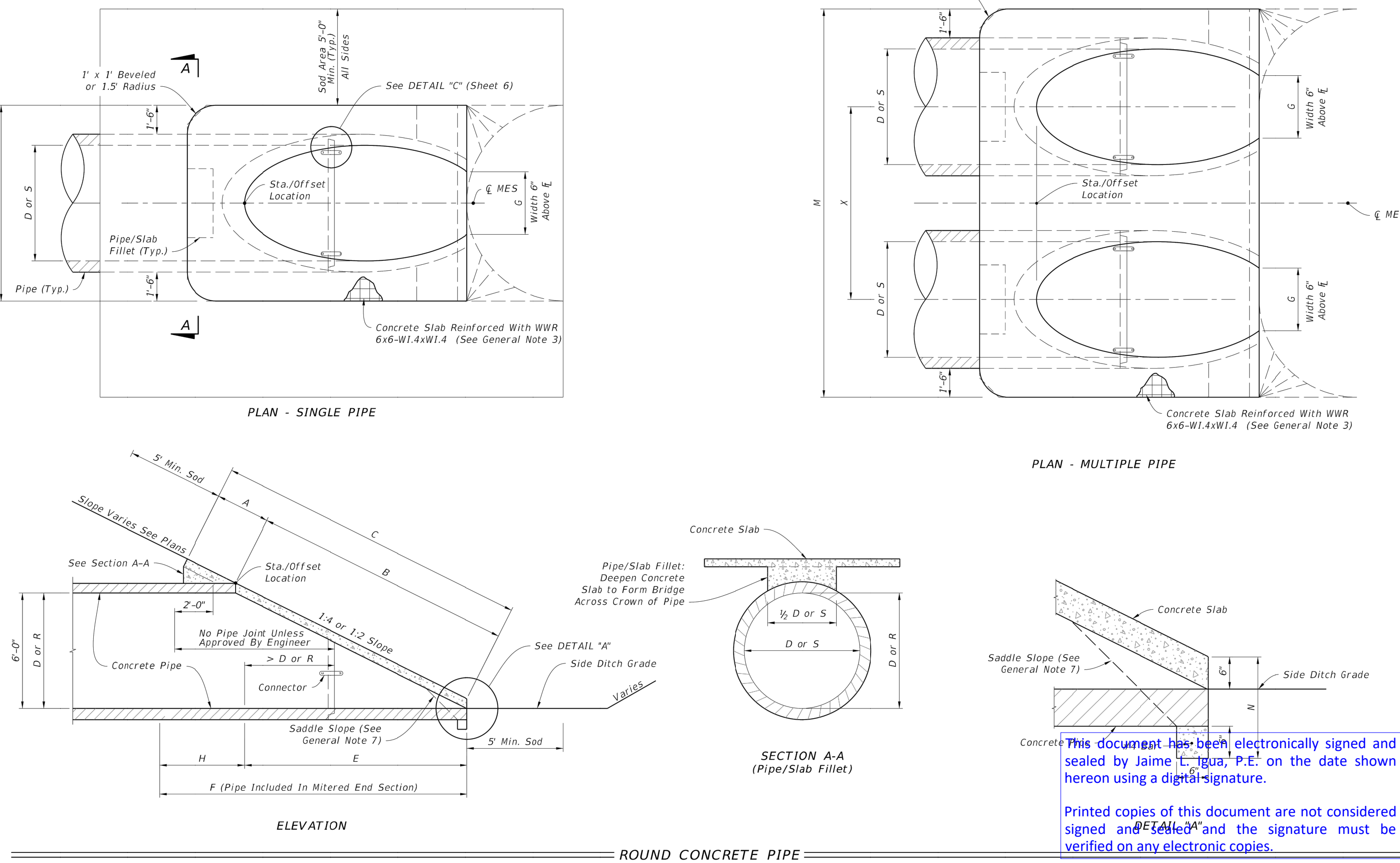
FDOT Index 425-021



2. TYPE F DITCH BOTTOM INLET DETAILS

N.T.S.

FDOT Index 425-053



3. MITERED END SECTION DETAILS

N.T.S.

FDOT Index 430-021

The Regency at Ocoee

Ocoee, Florida

[illegible]

Designed by	Checked by
SCS	JLI

Permit May 2023

Drainage Details

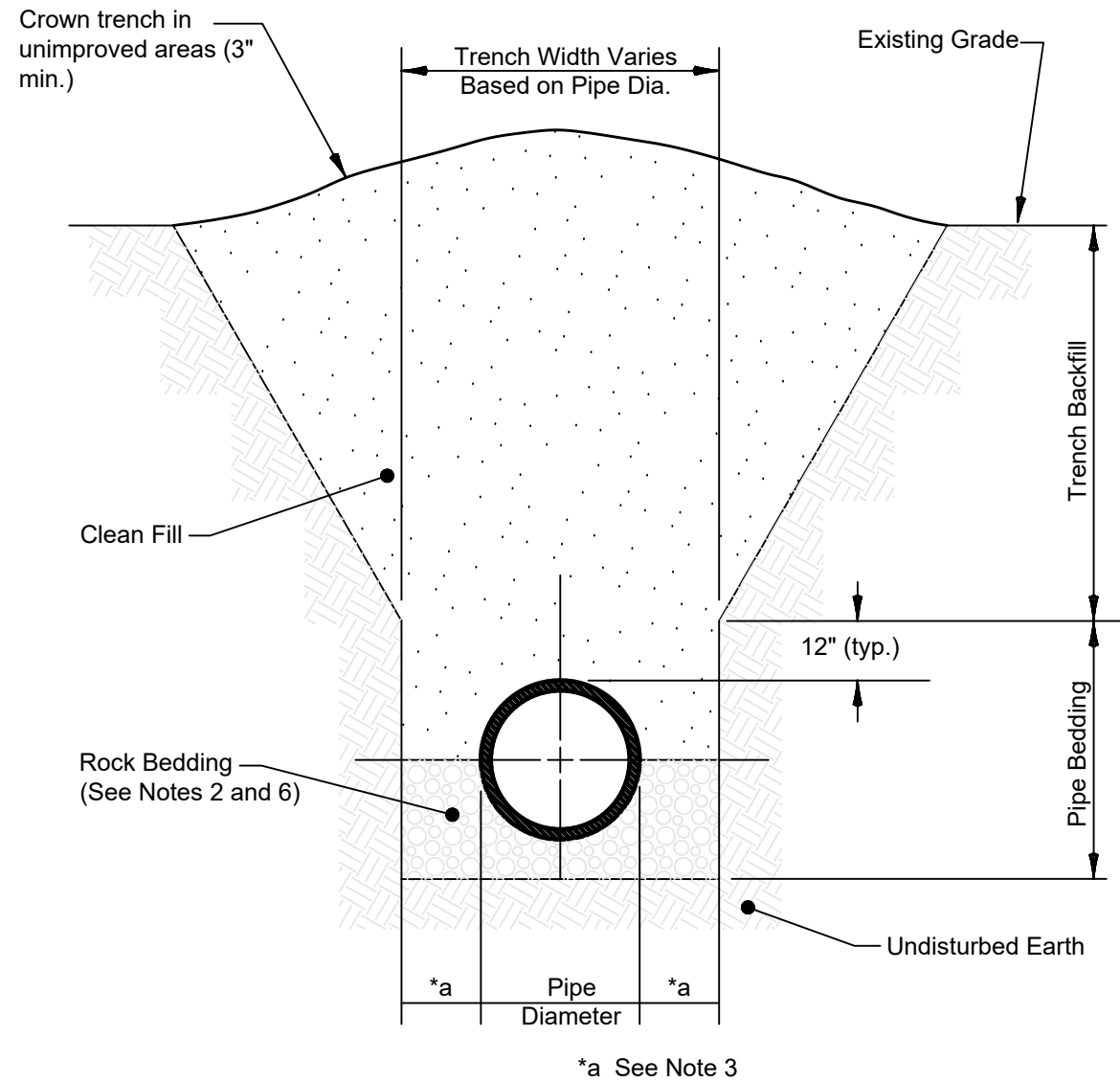
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DATE: May. 31, 2023

Project Number
63879.01



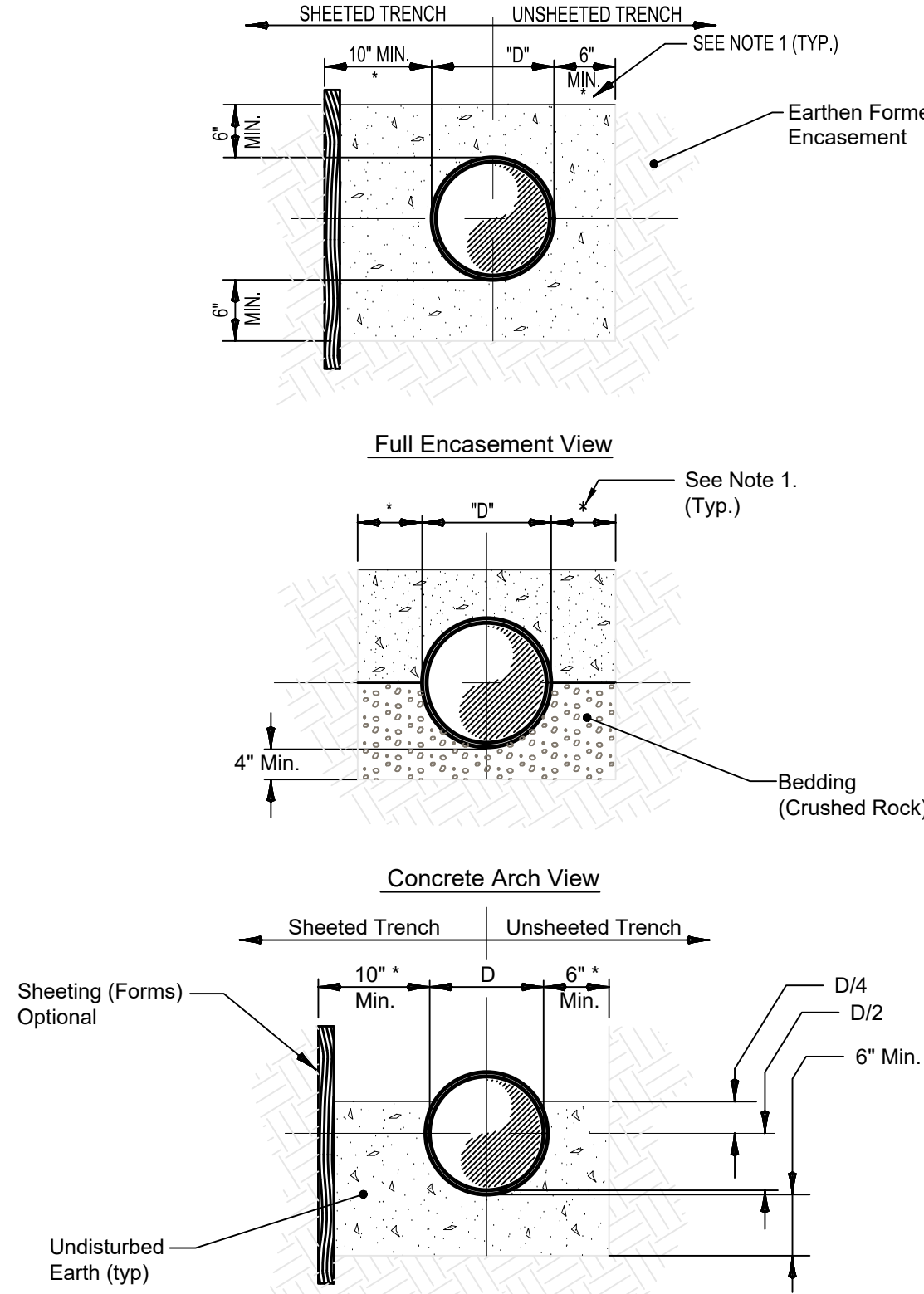
NOTES:

1. Pipe bedding material and trench backfill shall be select common (clean) fill compacted to 95% (98% in roadway) of the maximum density as per AASHTO T-180.
2. Contractor shall install crushed rock (or equivalent bedding material) where pipe bedding does not provide solid support (yielding or plastic). Depth of material shall be a minimum of 6", or as needed, to provide non-yielding support for the pipe. All unsuitable material shall be removed from pipe bedding unless special provisions are approved by the City.
3. Excavated trench width at pipe haunch shall be sufficient in size for haunch compaction, but shall be no greater than 15" on each side of pipe for pipes less than 24" in diameter (24" for pipes 24" in diameter or greater.)
4. Water shall not be permitted in trench line during construction.
5. Pipe line shall be installed with bell fitting facing upgrade.
6. Gravity sewer shall have a 6" minimum rock bed.

1. PIPE BEDDING AND TRENCH

N.T.S.

September 2019
City of Ocoee UT001



NOTES:

1. ("): 15" maximum for pipe diameters less than 24", and 24" for pipe diameters greater than or equal to 24".
2. "D" refers to the inside diameter of the pipe.
3. Use of concrete arch half encasement or full encasement to be determined in the field, and/or as directed by the City.
4. Concrete for encasement shall be fc' of 3,000 PSI at 28 days.

2. CONCRETE ARCH AND ENCASEMENT

N.T.S.

April 2019
City of Ocoee UT002

PVC/HDPE Restraint Table							
Minimum Length (FT) to be Restrained on each side of Fitting(s)							
Fittings	Pipe Size						
	4"	6"	8"	10"	12"	16"	20"
90° Bend	18	24	32	38	44	55	74
45° Bend	10	10	13	16	18	23	31
22 1/2° Bend	10	10	10	10	10	11	15
11 1/4° Bend	10	10	10	10	10	10	10
Plug or Branch of Tee	30	47	64	81	98	133	167

NOTES:

1. The restraint values as indicated by the "Restraint Table" are minimum values. Design engineer shall be responsible for confirming field conditions, and make adjustments accordingly.
2. All fittings shall have restrained joints unless otherwise indicated.
3. No restraints required if continuous pipe length to fitting is greater than value provided in "Restraint Table" above.
4. Where two or more fittings are laid in-line, use greatest restraint length for coverage.
5. For in-line valves and through run of tees: outside limits of restrained joints from other fittings need not be restrained unless otherwise indicated.
6. Lengths shown in the table have been calculated in accordance with the procedures outlined in "Thrust Restraint Design for Ductile Iron Pipe" as published by DIPRA, with the following assumptions:

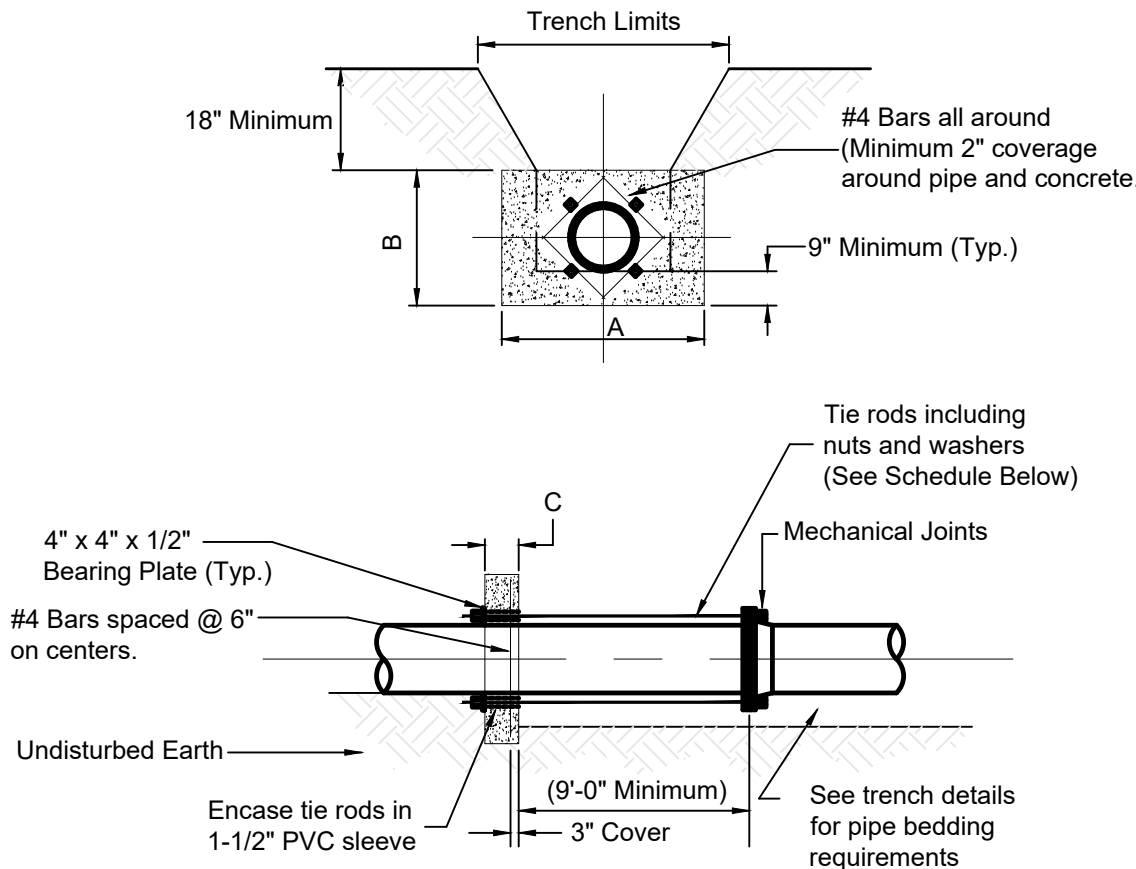
Working Pressure: 150 PSI
Soil Designation: SM (Silty Sand, Sand-Silt Mix.)
Laying Conditions: 5

7. For pipe sizes not included in the Restraint Table or pipe material not adhering to given conditions, design engineer shall determine and specify pipe lengths which shall be approved by the City.

3. PVC/HDPE PIPE RESTRAINT TABLE

N.T.S.

April 2019
City of Ocoee UT004



Schedule of Dimensions and Materials					
Pipe Size	Dimensions			Tie Rods Req'd	
	A	B	C	Dia.	No.
6"	2.0'	2.0'	1.0'	3/4"	2
8"	2.5'	2.5'	1.0'	3/4"	2
10"	3.5'	3.0'	1.0'	3/4"	4
12"	5.0'	3.0'	1.0'	3/4"	4
16"	6.0'	4.0'	1.5'	3/4"	4
20"	8.0'	5.0'	1.5'	3/4"	6
24"	9.0'	6.0'	1.5'	3/4"	8

Note: Thrust block areas to computed on 2,000 LBS. per square foot allowable soils pressure with a working pressure of 150 P.S.I. and pipe capped at the end. See Note 5 below conditions deviations.

NOTES:

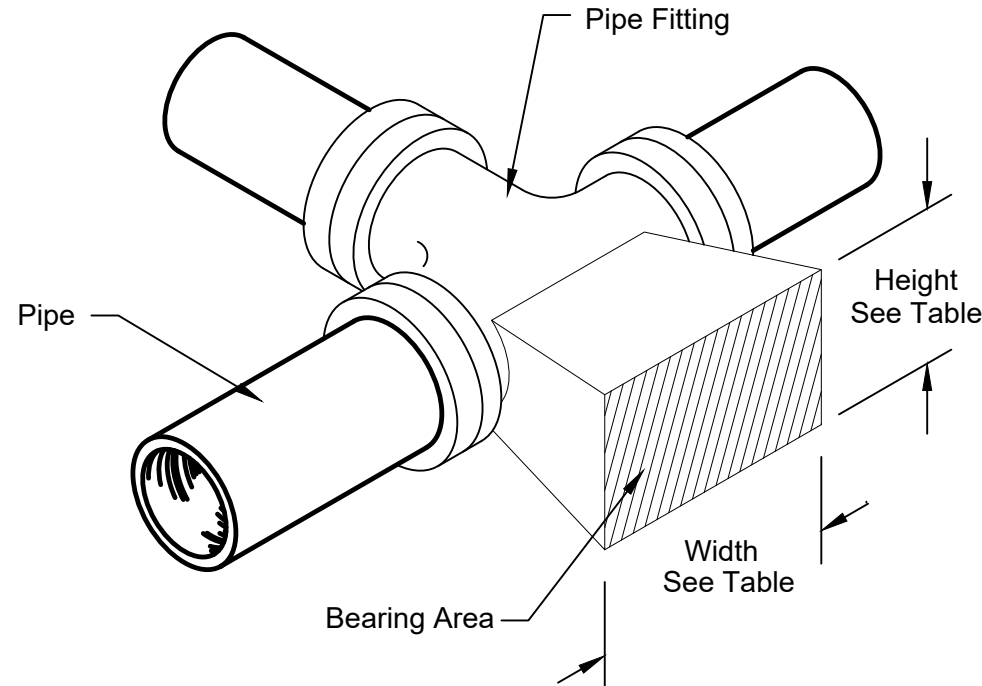
1. Use of a thrust collar shall only be allowed due to special conditions and must be approved by the City.
2. Additional reinforcements shall be as specified by the engineer.
3. Minimum compressive strength for concrete shall be 3,000 PSI @28 days.
4. Bedding, backfill, and compaction shall be as specified elsewhere in the standard drawings.
5. All form boards shall be removed prior backfill.
6. Condition where allowable soil bearing capacity is less than above specified and/or operating pressure are greater than specified, engineer/contractor shall submit for approval special design for the condition(s) deviating from standards.
7. No allowance shall be made for friction between the pipe wall and the thrust collar.

4. UTILITY MAIN THRUST COLLAR

N.T.S.

April 2019
City of Ocoee UT006

D.I.P. Concrete Thrust Block Table					
Minimum Height and Width of Concrete Bearing on Undisturbed Earth (Ft)					
Fittings	Dimension	Pipe Size			
		4"	6"	8"	10"
90° Bend	H	1.71	2.50	3.26	3.99
	W	2.56	3.75	4.89	5.99
45 ° Bend	H	1.25	1.84	2.40	2.94
	W	1.88	2.76	3.60	4.41
22 1/2° Bend	H	0.90	1.31	1.71	2.10
	W	1.34	1.97	2.57	3.15
11 1/4 ° Bend	H	0.63	0.93	1.21	1.49
	W	0.95	1.40	1.82	2.23
Plug or Branch or TEE	H	1.43	2.10	2.74	3.36
	W	2.15	3.15	4.11	5.04



NOTES:

1. Use of a thrust block shall only be allowed due to special conditions and must be approved by the City in writing.

5. CONCRETE THRUST BLOCK

N.T.S.

April 2019
City of Ocoee UT007

The Regency at Ocoee

Ocoee, Florida

No. Revision Date Apprd.

Designed by SCS Checked by JLI

Issued for Permit May 2023

Utility
Details

Drawing Number

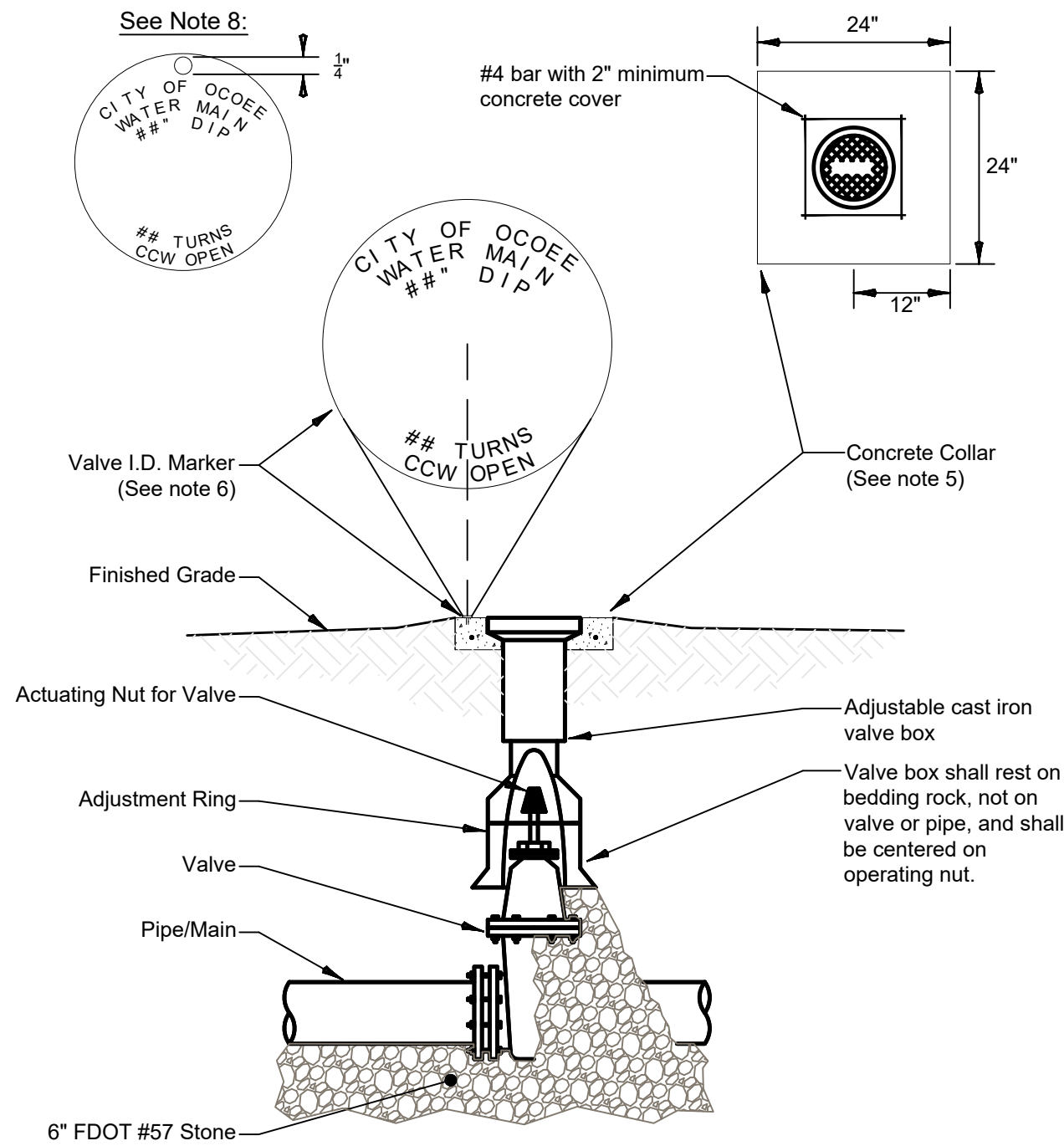
Project Number
63879.01

DATE: May. 31, 2023

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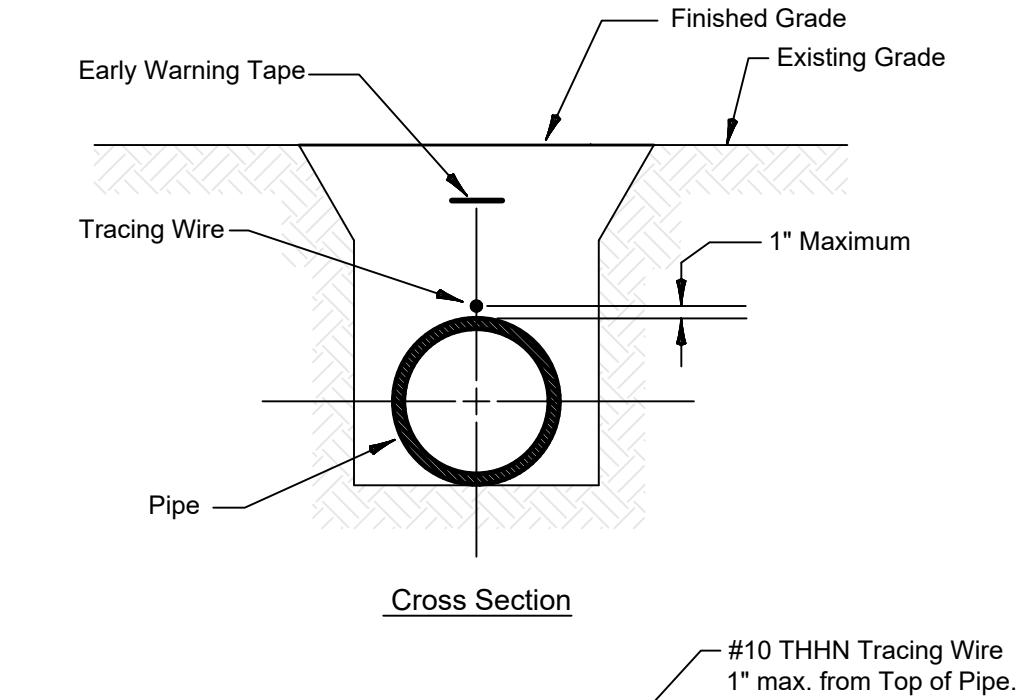
NOTES:

- PVC extensions shall not be used on valve box.
- The actuating nut for valves shall be no deeper than 24" from ultimate finished grade.
- Valve assembly shall include center spacing guide from the City's Approved Materials List.
- Where valve nut is more than 36" below grade, valve assembly shall include an extension from the City's Approved Materials List.
- Valve collar shall be 24" x 24" x 6" square pad and concrete for collar shall be fc' of 3,000 psi minimum @ 28 days for non-pavement areas.
- Valve Marker shall be from the City's Approved Materials List and shall include "City of Ocoee", main type, size, material, turns to open or close valve, and direction of rotation.
- Valve Box shall not be located in pavement, sidewalk, or driveway unless approved by the City. If approved, Contractor/Developer shall reach out to the Utilities Department on the location of the Valve Tags.
- For Valve Box approved in pavement, a disk valve marker shall hang in the valve box anchored to the locating wire.

1. VALVE BOX AND COVER

N.T.S.

June 2021
City of Ocoee UT009



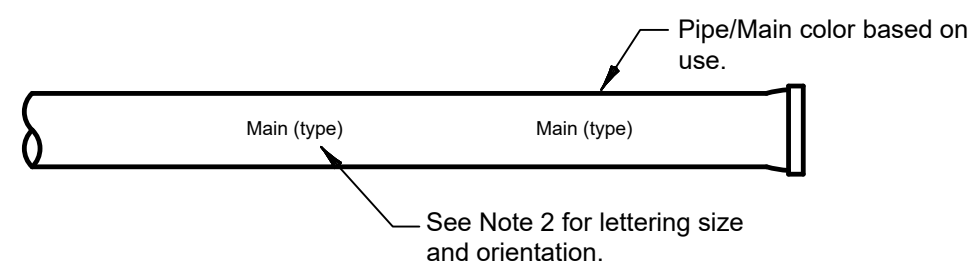
NOTES:

- All pipe shall include the installation of #10 THHN copper tracing wire capable of detection by cable locating equipment.
- Tracing wire shall be buried directly above the transverse centerline of the pipe.
- End(s) of the locating wire shall be such that wire can be accessed by locating equipment assessing the wire in a valve vault or blow-off box. Wire is required to extend 12" minimum above finished grade.
- Unless approved by the City, early warning tape indicating the type of pipe shall be required.
- All directional drill pipe shall have locating wire attached to the top of pipe and shall remain on the top of the pipe during installation.
- All service lines shall have locating wire placed on the pipe as described in City of Ocoee detail UT208 "Utility Service Connection".
- All wire splices shall be completed with twist-on type wire nuts with gel or grease filled moisture seal.
- All tracing wire installation shall be tested and verified for continuity by the contractor prior to final acceptance.

2. PIPE LOCATING WIRE

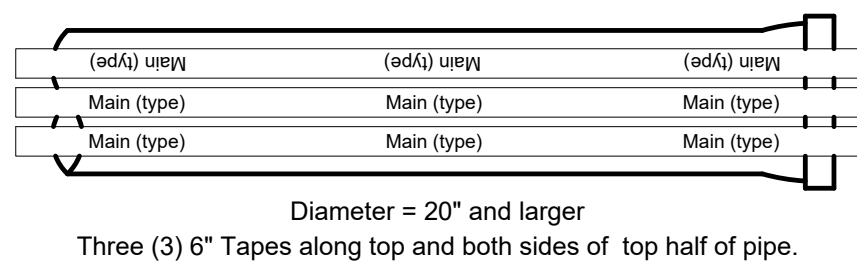
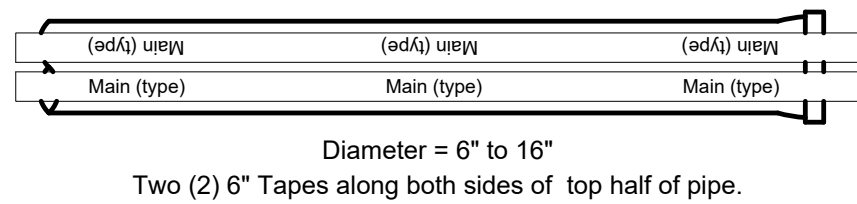
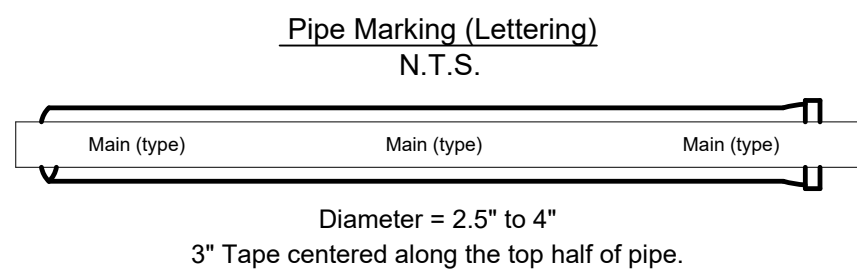
N.T.S.

April 2019
City of Ocoee UT010



PIPE LETTERING NOTES:

- Lettering shall be per the American Water Works Association.
- Lettering shall be a minimum of 3/4" in height and shall be facing up when the pipe is installed.
- Lettering must be permanently imbedded into the pipe/main, not painted or stenciled.
- Lettering shall be of contrasting color to pipe/main color.



Warning Tape
N.T.S.

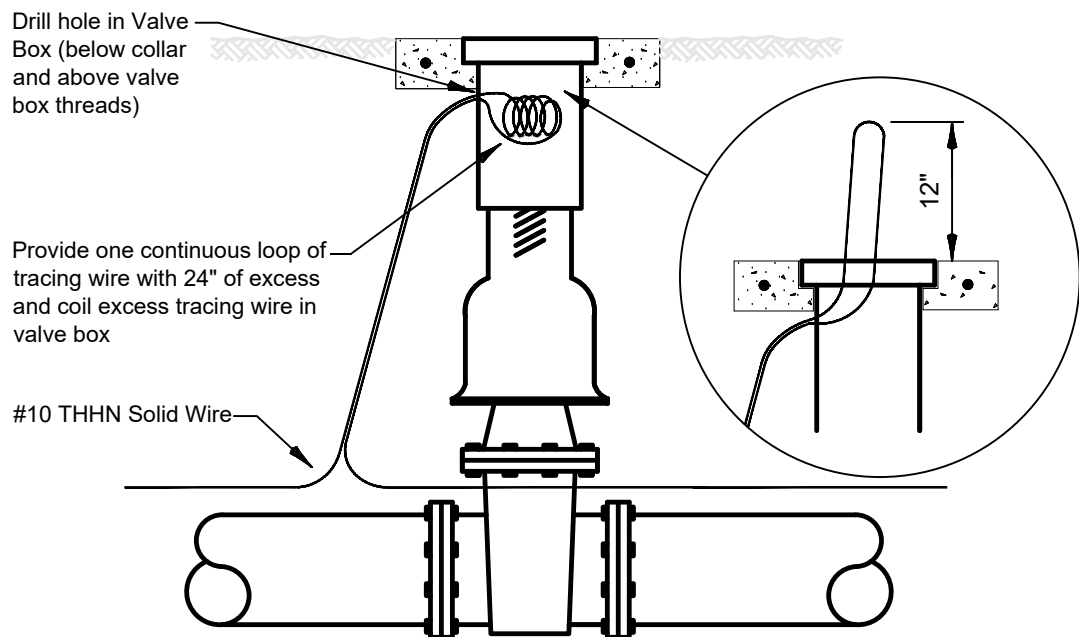
WARNING TAPE NOTES:

- Tape color shall be in accordance with (same) as main/pipe color.
- Tape lettering shall be at least 1" in height with no greater than 12" in spacing.
- Warning tape shall extend total length of pipe.

3. PIPE IDENTIFICATION & WARNING TAPE

N.T.S.

April 2019
City of Ocoee UT011



NOTES:

- All pipe shall be installed with # 10 THHN solid copper tracing wire. Tracing wire must be installed directly above the pipe in a continuous circuit.
- Tracing wire shall cover all main, pipe, branches (including fire hydrants) and service connections.
- Tracing wire shall extend a minimum of 12" above grade at required intervals and/or valve lids.
- Tracing wire shall be coiled and placed in a valve box and shall be easily accessible.
- At dead ends of mains, pipe, and/or service, the tracing wire shall be placed in a properly identified cast iron valve box (Valve Box and Cover Detail UT009).

4. TRACING WIRE LOCATION

N.T.S.

November 2022
City of Ocoee UT012

Pipes/Mains Separation Requirement Table (See Note 11 for Structural)									
	Potable		Reclaimed		Sanitary Sewer		Storm Sewer		Structural
	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	
Potable			3'	12"	10'	18"	3'	18"	10'
Reclaimed	3'	12"			3'	12"	3'	12"	10'
Sanitary Sewer	10'	18"	3'	12"			3'	12"	10'
Storm Sewer	3'	18"	3'	12"	3'	12"			10'
Joint Spacing Requirement Table (See Note 2)									
	Potable	Reclaimed	Sanitary Sewer	Storm Sewer					
Potable		3'	6'	3'					

NOTES:

- The table above represents the minimum separation requirements as described in the City's Engineering Standards Manual. The most stringent requirements between the City's Standards and the guidelines set forth in the Florida Administrative Code 62-555.314 (F.A.C.) shall apply between newly proposed utility lines and existing or proposed utility lines.
- Joint spacing shall be based on one full length water main pipe centered above or below other pipes. The joint shall be no less than the required distance from the center of the crossing of the two pipes. (The water pipe shall be above the other pipe unless otherwise approved by the City.)
- Where the City's minimum vertical and horizontal separation from potable water cannot be achieved from the outside of the potable water pipe and the outside of the other pipe/main, preferred separation in accordance with F.D.E.P. rules of the Florida Administrative Code 62-555.314 (F.A.C.) and 62-604.400 (F.A.C.) may be allowed upon approval by the City's Utilities Department.
 - If it is not technically feasible or economically sensible to comply with the requirements set forth in 62-555.314 (F.A.C.), technical or economic justification for each exception must be submitted to F.D.E.P. with alternative construction features. Proof of F.D.E.P.'s approval for exceptions shall be submitted to the City.
- For the purpose of this table, reclaimed water shall mean unrestricted public access reuse water as defined by F.A.C. 62-610. Other types of reclaimed water, not treated to public contact levels, shall be considered raw sewage, and the separation list for sanitary sewer shall apply.
- Alternative water, such as storm water used for irrigation, shall be considered reclaimed water for separation requirements.
- Pipe separation distance provided above shall mean the horizontal and/or vertical distance measured for the outside dimension of each pipe/main.
- All Sanitary and Storm Structures shall follow separation requirements above.
- Potable water pipes shall be laid above all pipes conveying raw sewage whenever they cross.
- All utilities shall be installed with 36" of cover over the top of pipe. Cover shall be measured by the City for future grading to ensure the 36" coverage.
- No potable water pipe may pass through a sanitary sewer structure. Penetration through storm sewer must be approved by the City and is subject to special conditions and materials.
- Structural shall refer to foundations, walls, etc. Additional separation shall be required by the City for construction of, including, but not limited to: live loads, multi-story commercial buildings, bridges, embankments, retaining walls, bridges, railroads, high voltage transmission mains, gas mains, etc.

5. PIPE SEPARATION REQUIREMENT TABLE

N.T.S.

November 2022
City of Ocoee UT013

The Regency at Ocoee

Ocoee, Florida

No.	Revision	Date	Appvd.

Designed by	Checked by
SCS	JLI
Issued for	Date
Permit	May 2023

Utility
Details

This document has been electronically signed and sealed by the City of Ocoee, Florida, on the date shown hereon using a digital signature.
Printed copies of this document are not considered valid and the signature must be verified on any electronic copies.



- | Main Diameter | ARV |
|-----------------|-----|
| 12" and smaller | 2" |
| 16" | 3" |
| 20", 24" | 4" |
| 30", 36" | 6" |

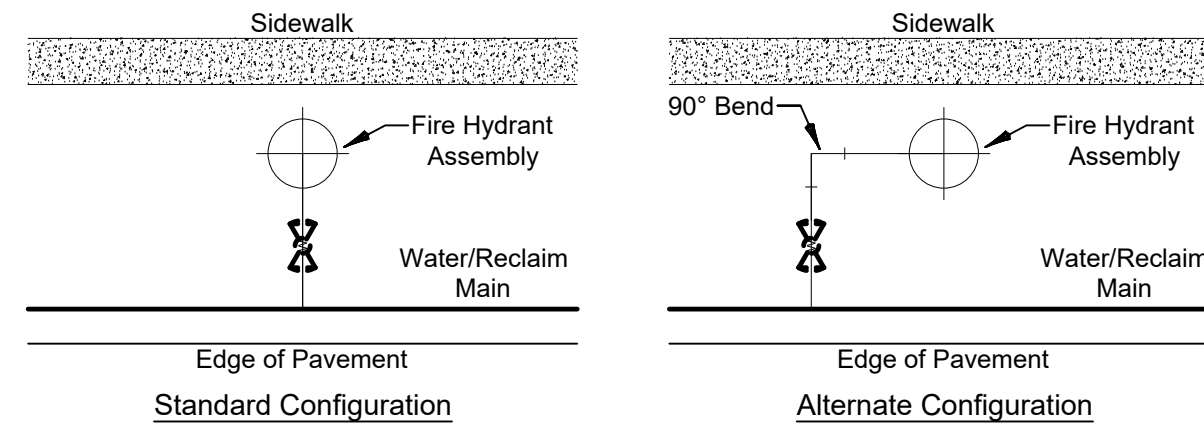
May 2020

City of Ocoee UT106b



- March 2020

City of Ocoee UT107



Note:

- June 2021

City of Ocoee UT201



- March 2020

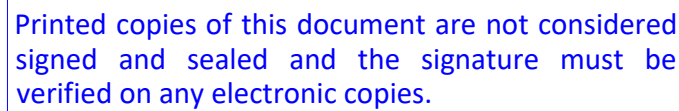
City of Ocoee UT202



NOTES:

- April 2019

City of Ocoee UT203



N.T.S.

Designed by	Checked by
SCS	JLI

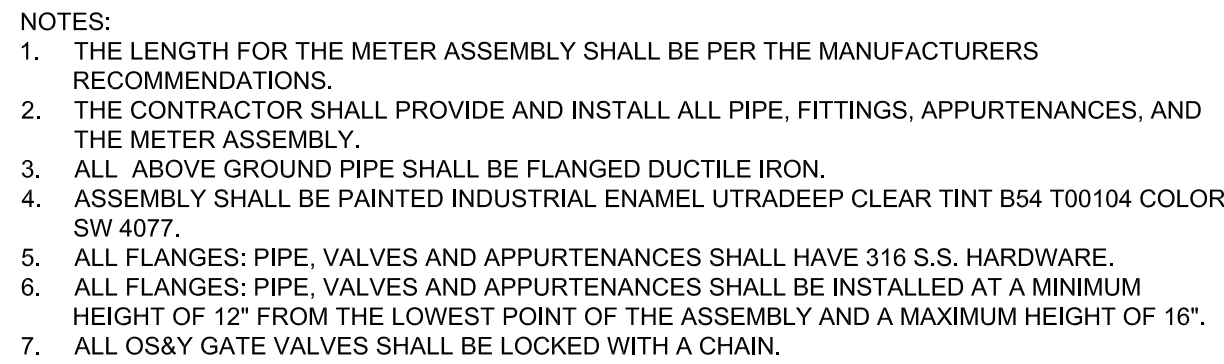
May 2023

Drawing Number



Sheet 1 of 1

Project Number



N.T.S.

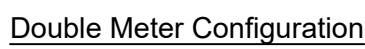
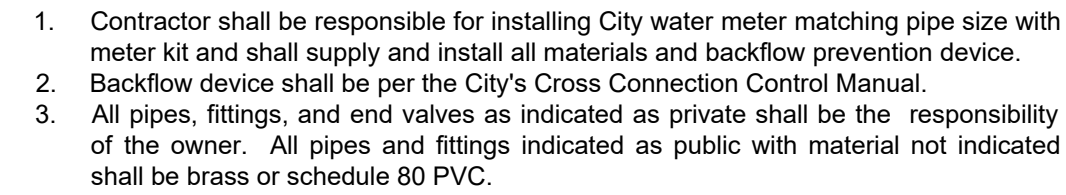


Diagram illustrating the Tapping Section of a water main installation. The diagram shows a cross-section of the Water Main and the connection to the Meter/Box Assembly. Key components and labels include:

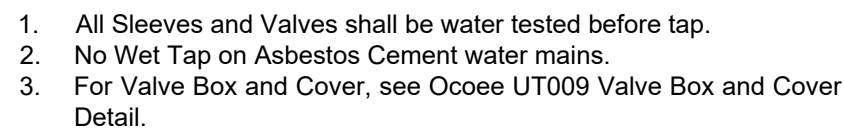
- AWWA Type CC Threads
- #10 THHN Tracing Wire, Color to Match Service
- Corporation Stop (Ford F 1000-4NL) & Fittings (normally open)
- To Meter/Box Assembly
- Service, Polyethylene Tubing, 1" min.
- 30° to 45° (angle of the tubing bend)
- Double Strap Stainless Steel Saddle
- Water Main
- Tapping Section

1. All fittings shall be brass with compression-joint type connections.
2. No service line shall extend or terminate under a driveway.
3. Meter end of service shall terminate with curb stop (90°) for single service and dual horn and curb stops (90° for dual services).
4. Meter end of service shall be installed 3' past meter location where service shall, unless directed otherwise, extend 3' above finished grade tied to a 2" x 4" x 4" stake. If directed, service connection shall be buried and located with an 2" x 4" x 4" painted marker. Stake or marker shall indicate lot(s) to be served.
5. Concrete curb shall be marked (stamped or saw-cut) with "W" locating service.
6. Service connection to the main shall use approved saddle, and tapping of main shall be by the method where a solid copper tap is used.
7. Services installed under finished or existing pavement shall be directionally drilled.
8. Upon approval, direct tap (no saddle) may be used on Ductile Iron Pipe.
9. Service color shall be blue for potable water and purple (magenta) for reclaimed water.

N.T.S. City of Ocoee UT206

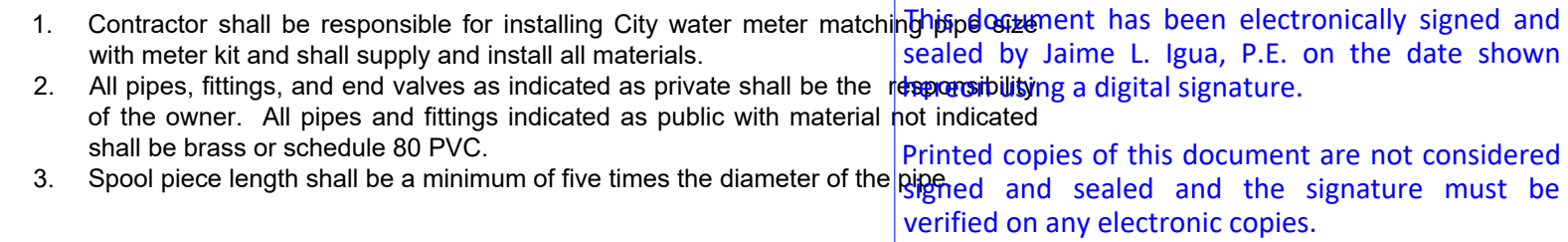


N.T.S.



N.T.S.

City of Ocoee UT205



N.T.S.

The Regency at Ocoee

May 2023

Utility Details

JAIME L. IGUA
LICENSE
NO. 69884
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

C12.40

Sheet _____ of _____

DATE: May. 31, 2023

Saved Wednesday, May 31, 2023 11:06:52 AM GP ENG Plotted Wednesday, May 31, 2023 11:31:28 AM Shawn Steers

E. All conduits to have pull wire.

F. Each pump's power cord/cable shall be supported on a separate ¼" 316 stainless steel hook located within six inches of guide rail bracket for each pump. Each pump's power cable shall be run as not to restrict removal of the pumps.

G. Provide appropriate disconnect switches as indicated by Panel Installation Detail. Disconnect switch shall be NEMA 4x located in a weatherproof enclosure with three (3) pole circuit breaker with manual external lockable handle in the on position. Hardware and box shall be 316 stainless steel.

H. All boxes, including switch gear, electric meter cans, disconnect data/telemetry, and all miscellaneous electrical boxes shall be NEMA 4X stainless steel. All brackets, piping, mounting hardware, bolts, nuts, washers, and any fasteners shall be 316 stainless steel.

I. An electrical grounding system shall be installed as per the National Electrical Code, local codes, and ordinances as a minimum. An underground perimeter cable grounding system shall be installed with connections to at a minimum the wet well cover, valve vault cover, control panels, generator if present, utility company's transformer, manual disconnect switch, and metal fence. Provide waterproof epoxy caulking where ground cable and conduit penetrates wet well to prevent intrusion of groundwater and escape of vapors from wet well. Install ground wire so that it will not cross clear opening or prevent or impede normal method of removing floats or pumps.

J. Generator receptacle to be provided shall be Pyle National Model JRE 4100 - 45 degree angle receptacle housing Model JR6100368B.

PART 6 - Lift Station Final Inspection and Inspection Procedures

A. Lift station start-up inspections shall be scheduled and coordinated through the City's Engineering inspector (2 business days in advance at a minimum). Upon determining that all work is complete and ready, the contractor shall notify the City's representative, the City's Utilities Department, the engineer of record, the power company, control system representative, and the pump supplier, of the official start-up inspection date and time. Upon completion, the engineer of record shall provide to the City a summary of the results of that test and a list of all punch list items outstanding.

B. Before final approval or acceptance of any lift station by the City, there shall be field inspections made by the City's representative and inspector. The field inspections shall show that the pump station is fully operational and all necessary appurtenances have been installed and constructed in accordance with approved construction plans, standard details, and City's utilities specifications.

C. Upon completion and before acceptance of the lift station installations, the contractor shall test all the pumping equipment to demonstrate satisfactory performance. If deficiencies occur, the contractor shall correct them accordingly and equipment shall be retested. In the event that the station or any of its associated components are determined to be deficient at the start up, then the City reserves the right to require a complete new start up with all parties present as noted.

D. Representatives from the mechanical (pumping) equipment manufacturer, telemetry, and the electrical contractor shall be present at the lift station start-up testing and for the final site inspection.

E. All lift station equipment shall be tested at the start-up. The manufacturer/contractor shall provide a formal test procedure and forms for recording data. The tests shall be performed by the contractor in the presence of a City representative and City inspector. The recorded field data shall be submitted to the Utilities Department, along with the lift station as-built and pump station O&M manuals.

F. Lift stations shall only be considered as acceptable for operation by the City upon written confirmation.

Part 7 Electrical Panel Configurations and Components

A. For duplex pump stations with less than 20 H.P., a 240 Volt, 3 phase, 4 wire electrical service for a Duplex Pump Panel with an Alarm Monitor/Remote Terminal Unit will be wired for alternating pump operation thru the TCU. Panel Cabinet shall be powder coated stainless steel with a latching inner door. For pump station equal to or greater than 20 H.P. the station shall require a 480 Volt, 3 phase, 4 wire electrical service.

B. Inner door shall have a convenience receptacle and a switch flush mount.

C. The switch is for an interior work light. Both will be protected with a one pole 20 amp circuit breaker.

D. Panel interior will have an appropriately sized main breaker, sized pump breakers, motor starters with overload devices, breaker for receptacle and a breaker for control circuits, and auxiliary 100 amp, three pole breaker for the generator receptacle which will be mounted next to the main breaker and have an interlocking device between the two to prevent simultaneous operation.

E. A three-phase surge suppressor will be connected across the main breaker.

F. Laminated drawings, panel and pump info will be attached to the inside of the outer panel door.

G. The TCU and breakers will be accessible without opening the inner door. The TCU will have battery backup rated for seven (7) hours.

H. The wet well floats will junction at a terminal strip.

I. Phase monitoring will be protected by three, 0.5 amp fast blow fuses.

J. The outside of the panel will have an alarm horn, flashing red light and a Pyle National JR6100368B receptacle in a Pyle National JRE 4100-45 degree housing for generator hookup

K. Detailed Electrical Plans to include specific circuit diagram must be submitted for approval by the City.

L. Soft-start motor starters shall be utilized for pumps equal to or greater than 20 H.P.

M. HOA switches shall be required on inner panel door for manual pump control.

N. Indicator lights shall be required to show status of floats and pumps on front panel.

PART 8 - Alarm Monitor/Remote Terminal Unit (RTU)

A. The Alarm Monitor/Remote Terminal Unit shall be a Sci-Text 1062.

B. The RTU shall be accessible on the interior door.

C. RTU shall monitor commercial power, generator run, phase balance, station voltage, the low voltage circuit source (24volt), wet well water level, pump #1, #2 and #3 status (stop, run, fail), pump HOA position status (Hand, Off, Automatic) and all floats' status.

D. Phase and Voltage monitoring of the RTU shall be protected by three fast blow fuses.

E. The floats within the wet well will act as a primary control. The RTU shall be the secondary fail override for the station.

F. RTU shall include a seven-hour battery backup.

G. Contractor shall procure the service of the RTU supplier for initial on-site RTU programming and calibration, including set points.

H. All alarms through the RTU will include (low, lag and high) Float, HOA on/off, Low Voltage Circuit (24volt), Power failure, and Generator Run (if applicable).

I. The alarm system will be capable of operating, monitoring and sending alarm notifications for power failure, and high float alarm in the event of a total power failure to the lift station. Provisions will also be made for the alarm light and audible alarm to be functional during a total power failure.

PART 9 - Special or Specific Conditions

None.

C. Cable holder shall be located on hatch side adjacent to pump/motor junction box, or if no motor box, adjacent to control panel.

D. All exposed and embedded conduit shall be schedule 80 PVC 2" diameter for pumps, 100 amps or less. Pumps with power requirements greater than 100 amps shall use 3 ½" schedule 80 PVC. Seal conduit at control panel to prevent sewer gases from entering. All conduits, fittings, or connections shall enter from the bottom of enclosures.

E. Pipe bracing shall be 316 stainless steel with wedge anchor bolts (minimum of two bolts each side).

F. Contractor shall coordinate with pump manufacturer directly to determine anchor bolt spacing and clearance dimensions. Contractor shall coordinate with pump manufacturer for all installation instructions, including size and length. Anchor plates and anchors shall be 316 stainless steel. Anchoring system shall include 316 double stainless steel nuts.

PART 5 - Electrical

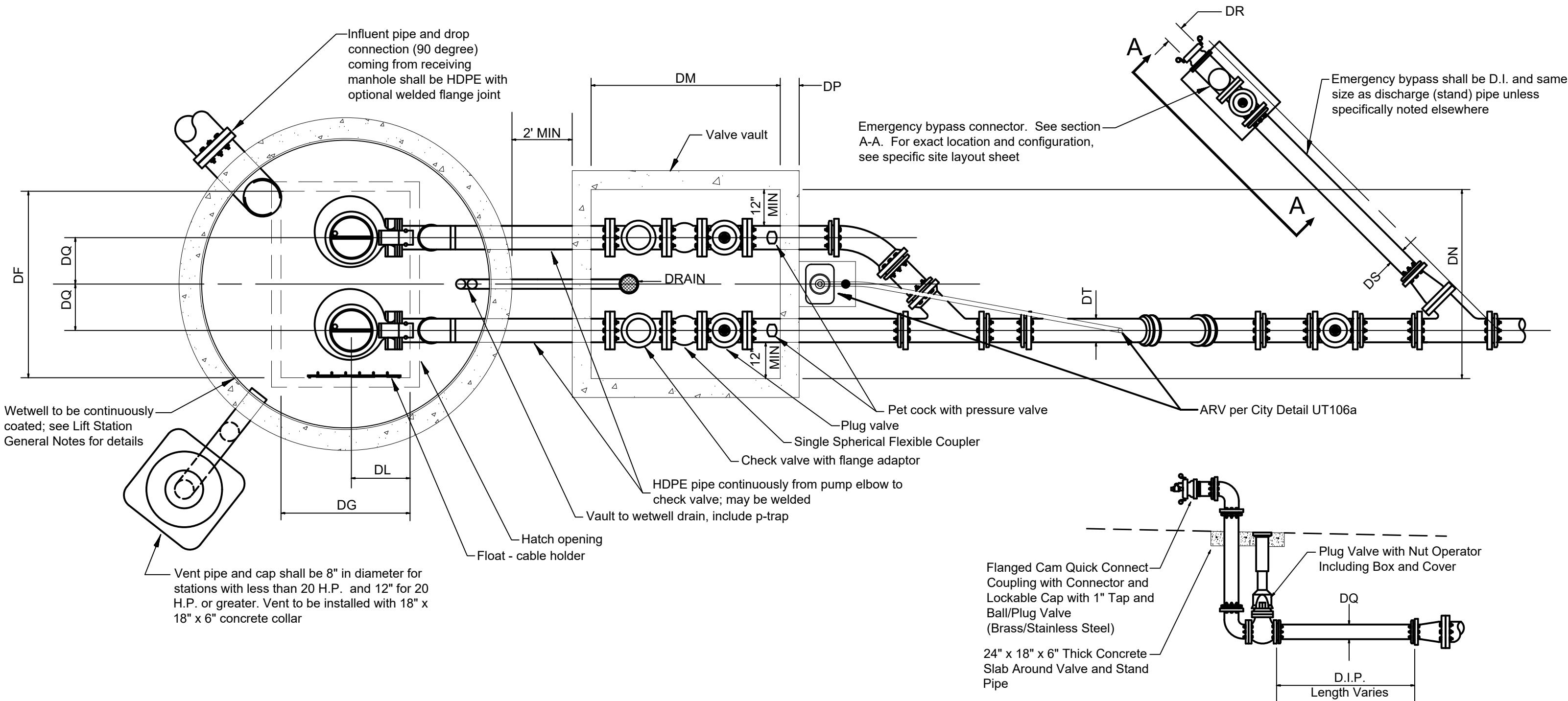
A. All electrical equipment in wet well must meet National Electrical Code (NEC) for Class I, Division 2 locations and be suitable for corrosive conditions. Electrical permit to be obtained from City prior to beginning work on any electrical wiring, equipment, etc. All electrical wiring shall comply with National Electric Code.

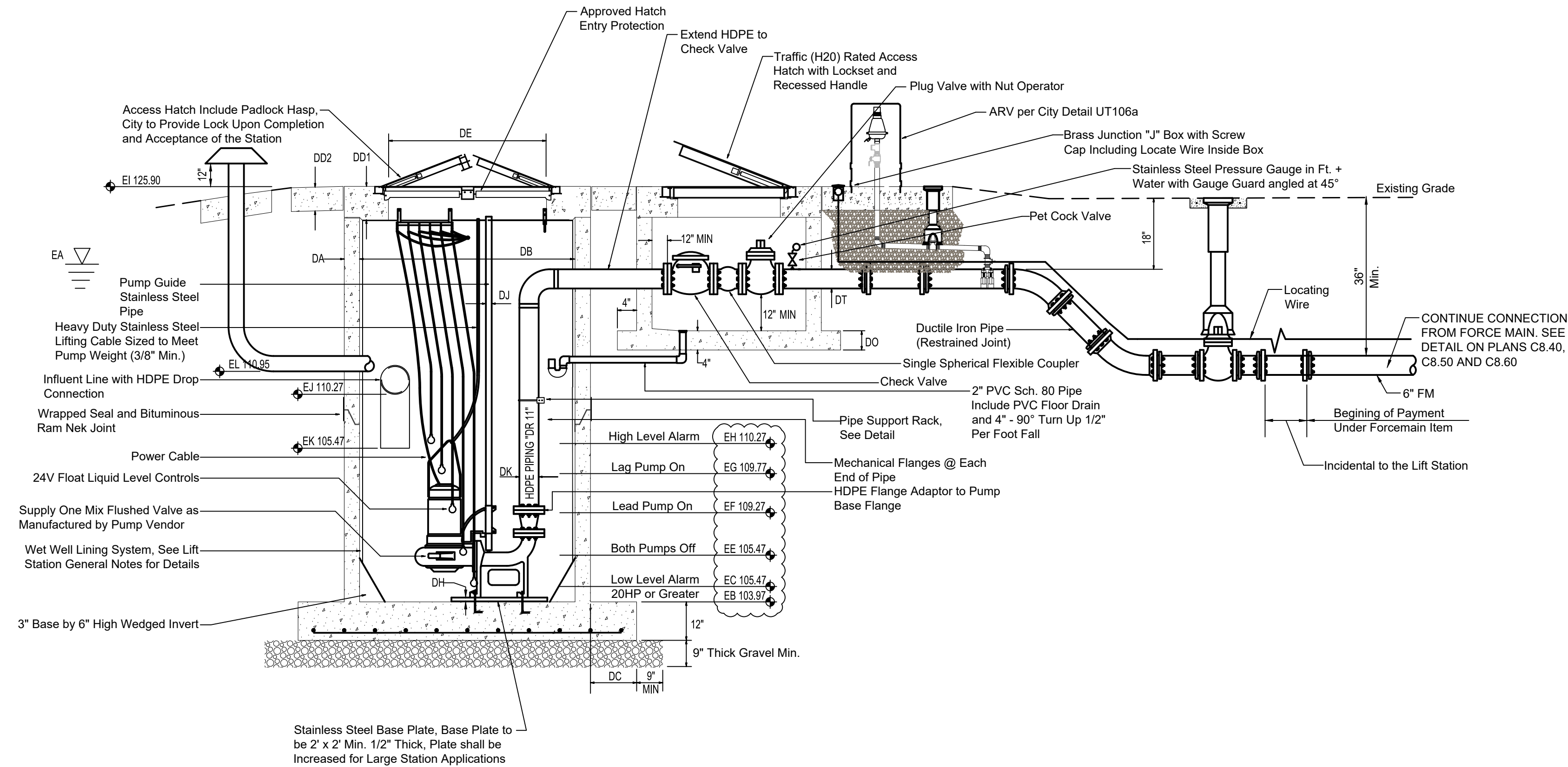
B. The contractor and/or developer shall be required to coordinate with Duke Energy for specified volts, three phase from a three phase source only, four wire electrical services to lift station, and shall meet all power company requirements. Upon acceptance or certification, contractor shall transfer power service to the City. Electrical power supply must be arranged for and installed by the contractor. Power shall be supplied by properly sized underground service conductor to the lift station panel meter. The power supply shall be a separate and dedicated power source service connection with the required service meter and disconnect, and shall be separate from any other building services.

C. Automatic pump control system shall include all necessary items and appurtenances which might normally be considered a part of a complete system. System shall be supplied by one manufacturer, shall be factory assembled, wired and tested, and shall be per complete electrical drawings and instructions. Major components and sub-assemblies shall be identified by function with laminated, engraved, Bakelite nameplates. System shall be built in a NEMA 4X stainless steel enclosure suitable for the specified horsepower and voltage of the pumps. The outer door of the panel shall be hinged dead front with provisions for padlocking. Inside shall be a separate, hinged panel to protect all electrical components, HOA switches, run lights, circuit breakers, etc., mounted such that only the faces protrude through said panel.

D. The conduit entering the wet well for motor and control cords shall terminate with a fiber bushing. No splices will be allowed in the wet well and all wires will be continuous from wet well to the control cabinet. No junction boxes to be used or located in the wet well.

E. All conduits to have pull wire.

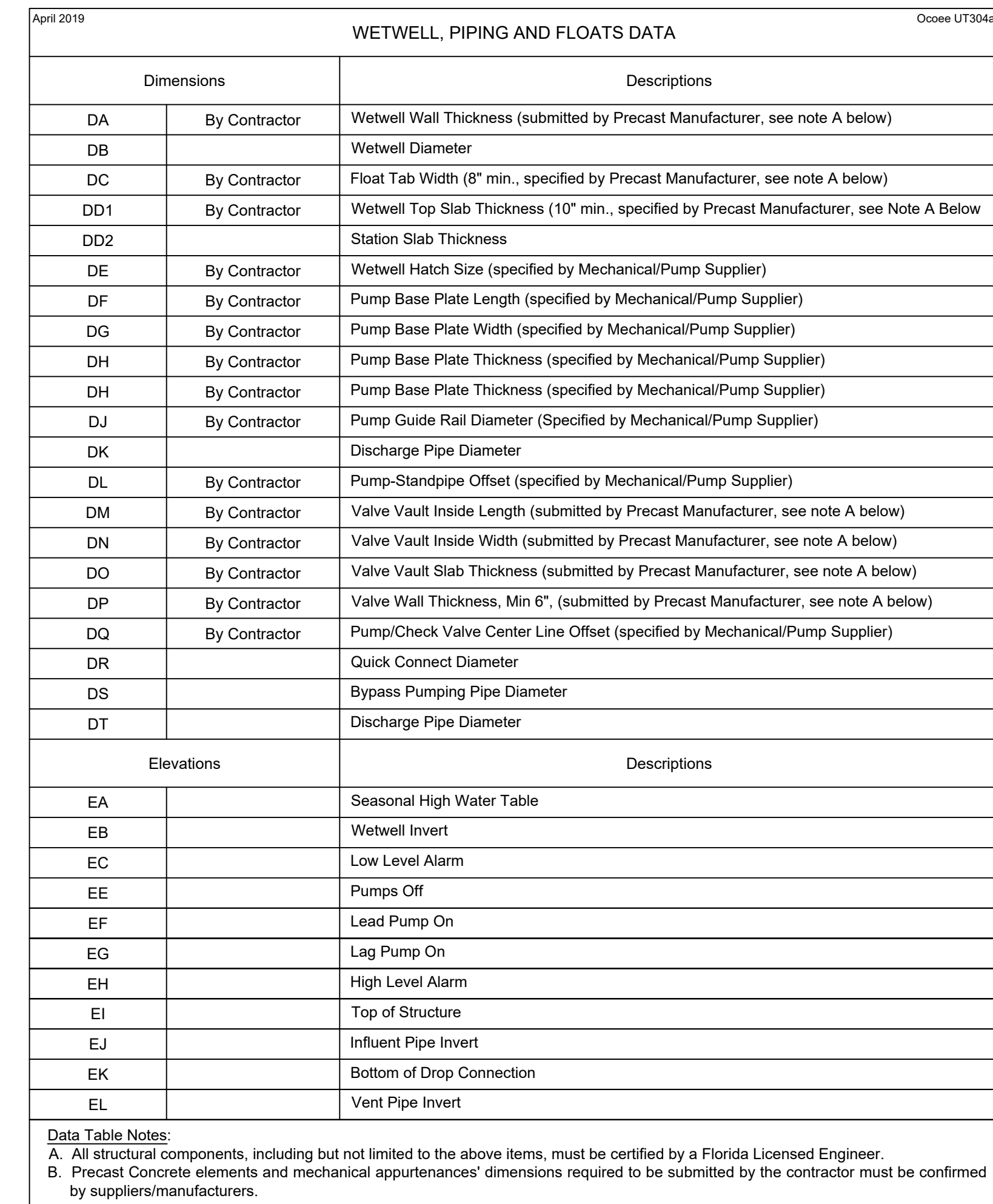




1. MAJOR LIFT STATION SECTION VIEW

N.T.S.

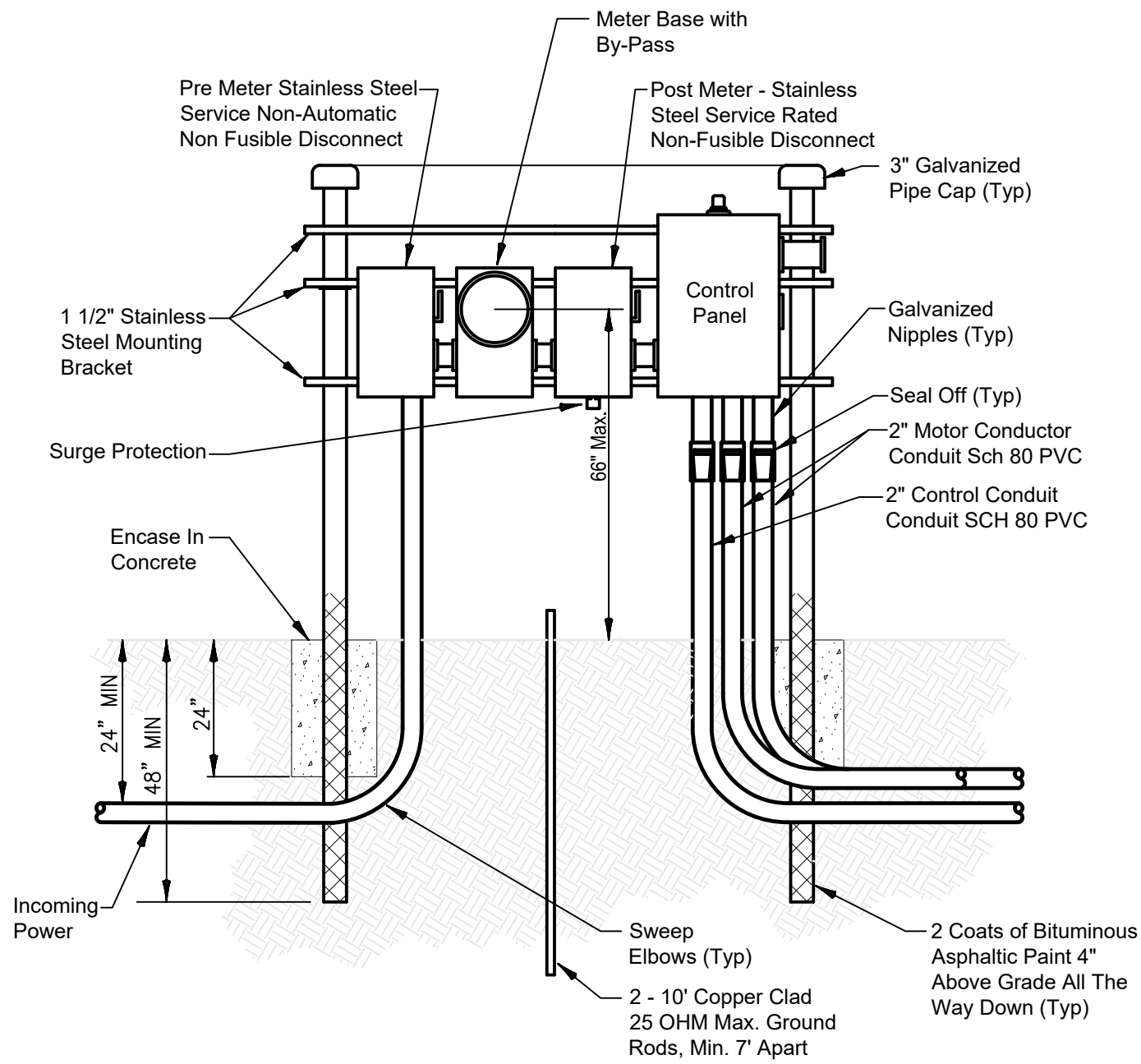
November 2021
City of Ocoee UT302a



3. MAJOR STATION DATA TABLE

N.T.S.

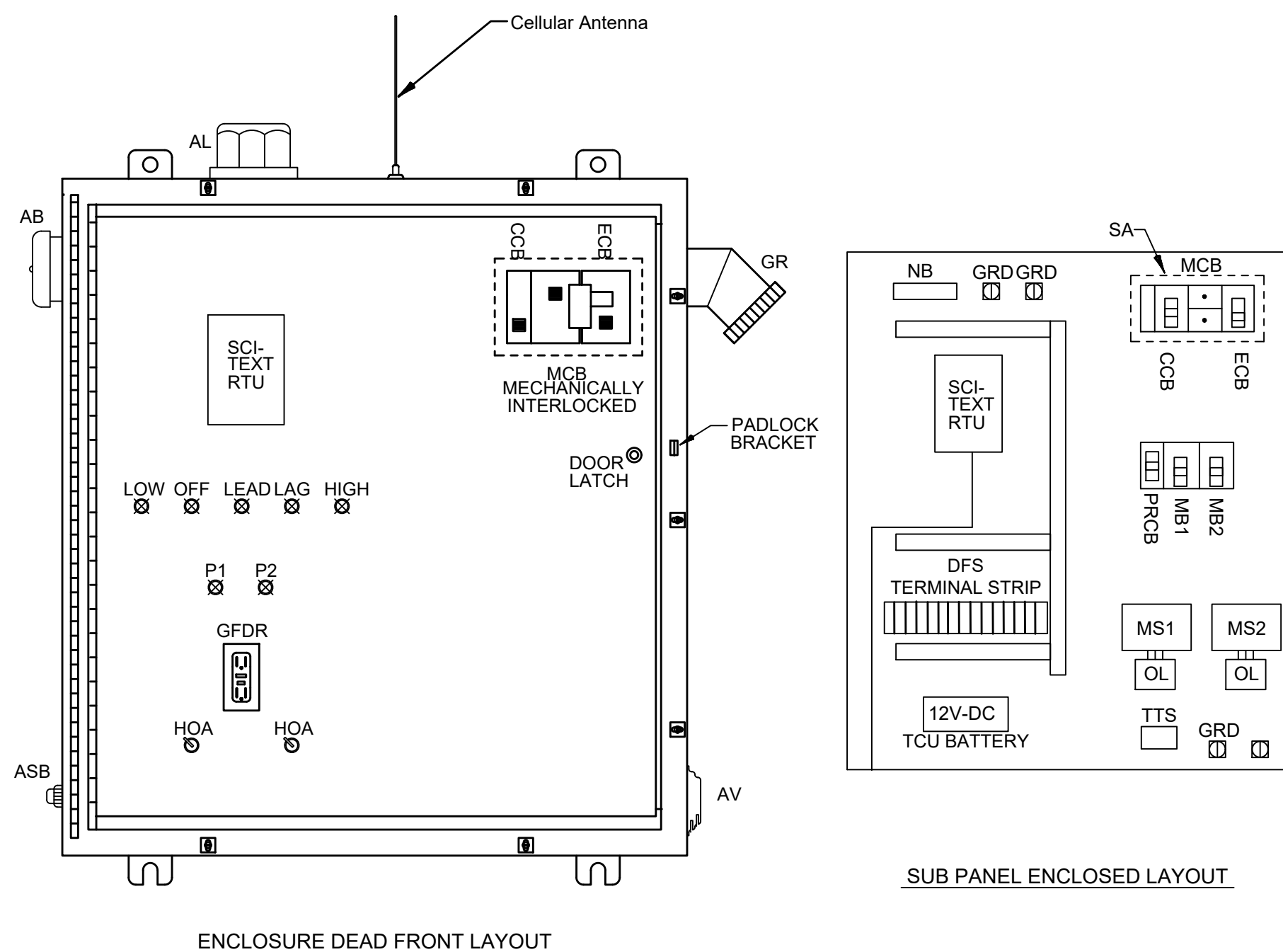
April 2019
City of Ocoee UT304a



4. 480V PANEL INSTALLATION

N.T.S.

April 2019
City of Ocoee UT305a



5. 480V SCADA CONTROL PANEL

N.T.S

April 2019
City of Ocoee UT306a

The Regency at Ocoee

Ocoee, Florida

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Permit

Utility Details

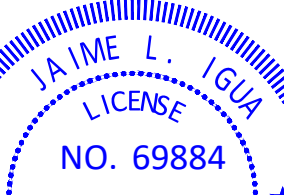
Drawing Number

C12.70

Sheet _____ of _____

Project Number
63879.01

DATE: May, 31, 2023



JAIME L. AGUILAR
LICENSE
NO. 69884
STATE OF FLORIDA
PROFESSIONAL ENGINEER

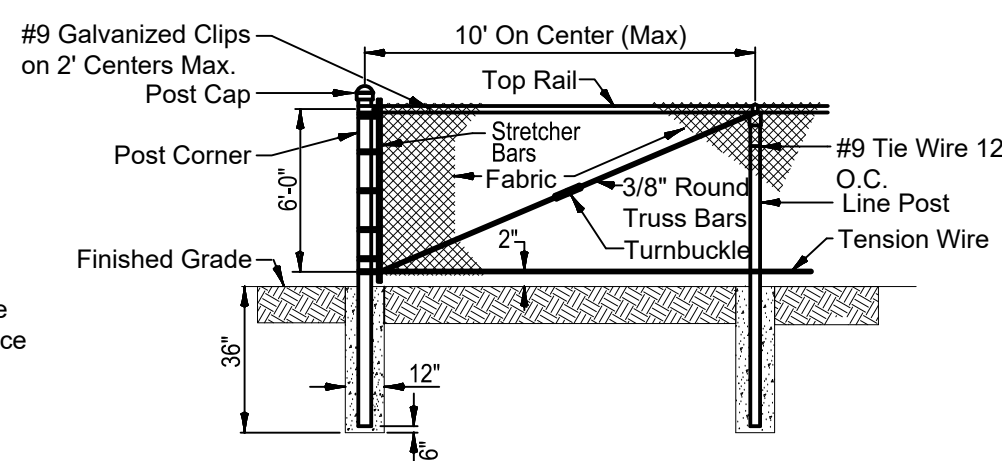
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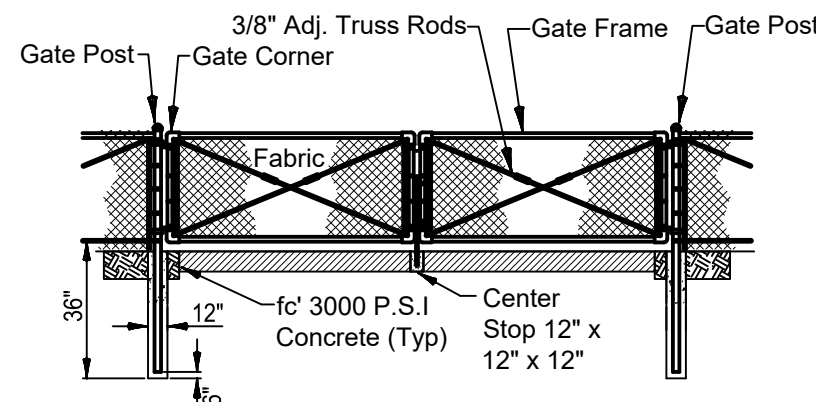
Diagram illustrating the Pump and Treat Well Installation details:

- 4" of Bedding Rock with Approved Double Layer Weed Barrier Under Rock
- 6" Black Vinyl Coated Fence
- Station Slab Shall be 8" Thick and at a Minimum of 1' Beyond the Outside Diameter of the of the Wetwell and Vault
- Lot or Easement Line
- Electrical Light Pole. Exact Location shown on Specific Site Plan
- Vent Cap with Concrete Collar
- Electrical Panel: Pump Electrical Leads shall be Continuous to the Control Panel
- 3" P.E. Water Service shall include RPZ Pole Mounted Backflow Device with Lockable Faucet
- Emergency Bypass
- Receiving Manhole (Required) No Greater than 25' from Quick Connect. For Receiving Manhole Details see Ocoee UT104
- 14" (MIN) Concrete
- 3" City Meter (installed by City) 1" P.E. Water Service (see UT208a);
- ROW

1. This detail is for general lift station site configuration and requirements. Contractor shall refer to this detail and specific lift station site plan for construction.
2. Receiving manhole shall be no greater than 25' from quick connect, shall be 6' in diameter, shall be spray lined, located outside of roadway. For manhole specifications, refer to Detail UT104 Large & Receiving Manhole - Ring and Double Cover.
3. The site shall be graded so as to direct runoff away from structures and appurtenances and electrical system. Pavement/concrete slopes shall not be less than 0.6% or exceed 2% within station confines. Earth grading extending from pavement/concrete for the first 10 feet shall not exceed 10:1 cross slope and thereafter not exceed 3:1.
4. All concrete shall be 3000 P.S.I. (fc') unless specifically noted otherwise.
5. Swing gate to be centered on driveway 2' (± each side) wider than driveway.

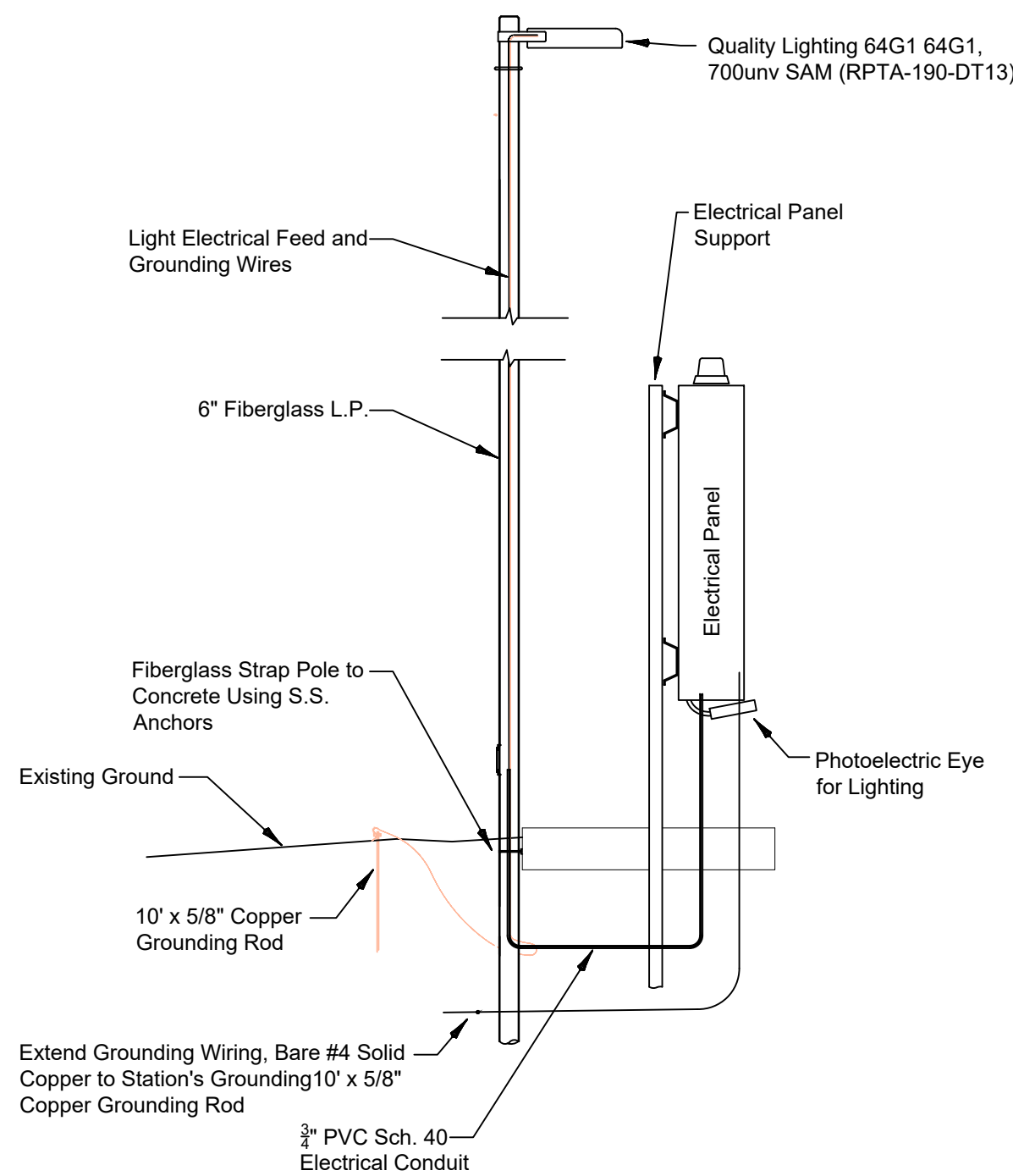


FENCE DETAIL



DOUBLE SWING GATE DETAIL

Truss bars are required for each gate section and the first span on each side of a corner post only.



1. All electrical service(s) shall be per latest national electrical code.
2. Wall, slab and control box are for general representation. Contract shall refer to the specific detail(s) for direction and requirements for construction and/or installation.
3. Pole to be 14' in height for finished slab grade and shall meet current hurricane rating for the applicable location of proposed station.
4. Provide continuous ground from light to grounding rod back to existing grounding at panel.
5. Actual light location to be specified on plans.

N.T.S.

Ground Test Enclosure
One per Station (Typ)

Cable Holder

Valve Vault

Bond #4 Copper Wire to Access Cover and Frame

Counterpoise 2/0 Copper Wire

1. Detail is for grounding improvements only.
2. Deceptions provided are generic and shall be adjusted based on equipment location and site conditions, or as directed by City.
3. If enclosure fencing is included tie to fence at a minimum of two locations.
4. Fencing continuously grounded together with 1/8" thick minimum tinned copper braid wire with mechanical clamp. Fence terminal post shall be connected to grounding perimeter counterpoise by no. 2/0 copper grounding conductor.
5. All grounding rods to be exothermic weld.
6. Hatches/doors: on covers with multiple doors, provide braid from frame to door on each door.
7. Grounding wire to be corrosion resistant tinned copper braided wire.
8. Install ground wire so that it will not cross clear opening, or prevent or impede normal method of removing floats or pumps.
9. Ground wire for hatch to penetrate wetwell above high water line by coring 3/4" through side wall. Epoxy fill core hole.

N.T.S.

Strap Detail

3" x 5" S.S. mounting tubing, welded all the way around to fit flat on wetwell wall. Rack to be mounted with 1/2" S.S. wedge anchors, two (2) per end, epoxy coated and cemented.

Install 3" X 5" - 316 S.S. Tubing, Pipe Support Rack

Protective Liner

Adjustable S.S. End Overlapping Min of 2 Feet.

See Anchoring Detail

See Strap Detail

N.T.S.

S.S. pipe support shall be equally spaced no greater than five (5) feet in separation, and no greater than three (3) feet from pump flange adaptor and top 90° fitting.

This document has been electronically signed and sealed by Jaime L. Igua, P.E. on the date shown hereon using a digital signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Ocoee, Florida

Designed by	Checked by
SCS	JLI
Issued for	Date

Permit

May 2023

Utility Details

Drawing Number

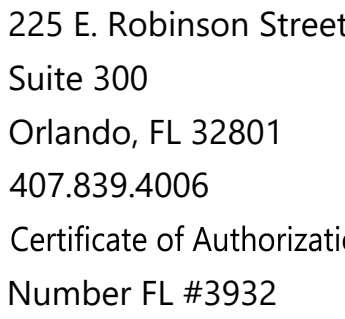
C12.80

Sheet _____ of _____

The seal is a circular emblem with a blue border. Inside the border, the text "JAIME L. IGUAR" is at the top, "LICENSE NO. 69884" is in the center, and "STATE OF FLORIDA" is at the bottom. The words "PROFESSIONAL ENGINEER" are written along the inner edge of the seal. Two blue stars are positioned on the left and right sides of the seal.

DATE: May. 31, 2023

Project Number
63879.01



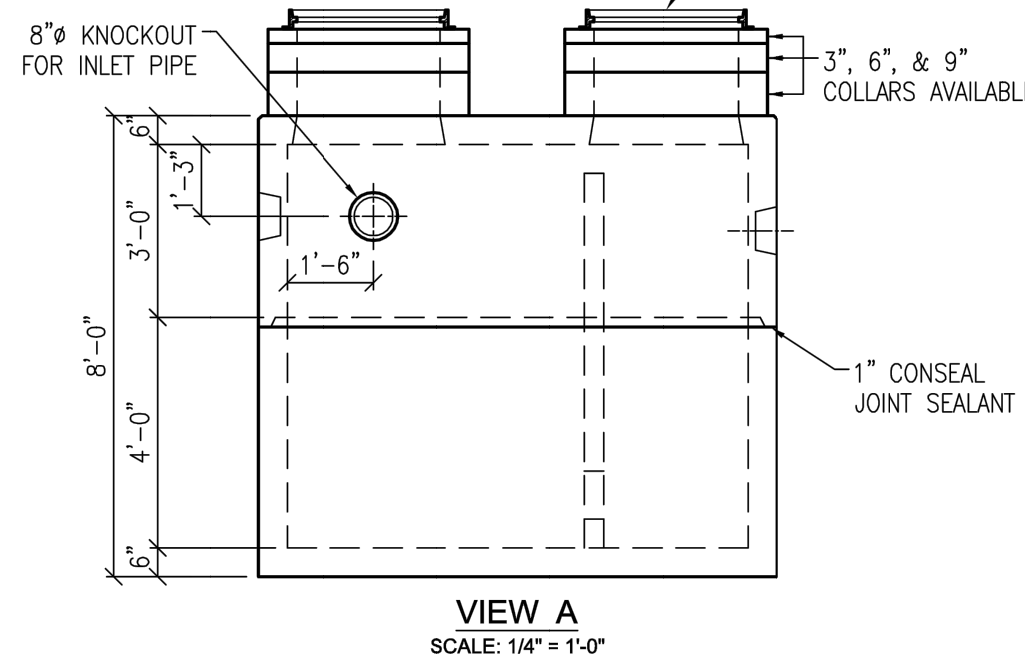
June 2019

City of Ocoee UT312

1. (4) $\frac{3}{16}$ " Diameter Hooks (middle)
2. (2) 1" Diameter Hooks (each end)
3. Hooks to be evenly spaced.

SECTION Z

SCALE: 1/4" = 1'-0"



1. CONCRETE: $P_c = 5,000$ psi.
2. REINFORCING STEEL: ASTM A-615, $F_y = 60$ ksi
3. DESIGN LIVE LOAD = $H_S = 20$
4. EARTH COVER = $0'-0"$ MIN. TO $2'-0"$ MAX.
5. BUTYL RUBBER JOINT SEALANT
6. GRAY WATER ONLY
7. BLACK WATER SHALL BE CARRIED BY SEPARATE SIDE SEWER
8. CONTRACTOR TO:
 - a. SUPPLY & INSTALL ALL PIPING & SAMPLING TEES
 - b. KNOCKOUT OPENINGS AS NEEDED & GROUT IN ALL PIPES & WEIRS
 - c. FILL w/ CLEAN WATER PRIOR TO "START UP" OF SYSTEM
 - d. VERIFY SIZE & LOCATION OF ALL OPENINGS

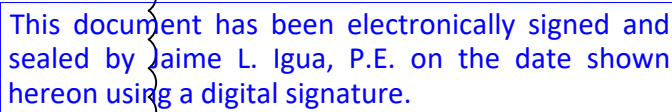
WEIGHTS:

TOP SECTION: 4.25 TONS / 8491 LBS.
BASE SECTION: 5.49 TONS / 10979 LBS.
BASE SECTION w/ BAFFLE: 6.09 TONS / 12175 LBS.

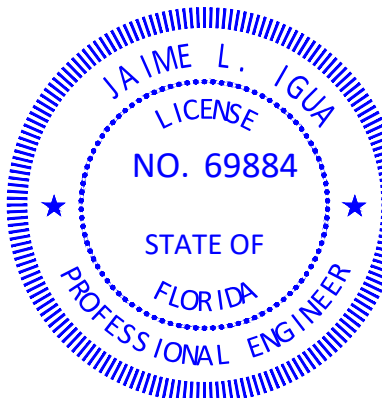
N.T.S

October 2017

Oldcastle Precast



Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



C12.90

Sheet _____ of _____

DATE: May. 31, 2023

Project Number
63879.01



1

2

3

4

5

6

7

8

9

10

11

ARCHITECTURE

LEGEND:

1

SW 7654 LATTICE

2

SW 7076 CYBERSPACE

3

SW 7637 OYSTER WHITE

4

MTL RAIL BLACK FINISH

5

MTL SIGNAGE

6

AWNING

7

ACCENT LIGHT FIXTURE

8

MTL WALL ACCENT

9

SW 0031
DUTCH TILE BLUE

10

SW 7542 NATUREL

11

SW 7067 CITYSCAPE

PERMIT REVIEW STAMP

ISSUE HISTORY

No.	Date	Description

REVISION HISTORY

No.	Date	Description

2555 Temple Trail, Winter Park, FL 32789
www.fuglebergklock.com

(407) 629-0595
BR569

CONSULTANT

KEVIN LINDEMAN

REGENCY
AT OCOEE

OCOEE, FLORIDA

BUILDING TYPE 1
BUILDING ELEVATIONS

A.00

Drawn: ML

Checked: KL

Approved: KL

Date: 03/04/2022

Project #: 5786

Page 329 of 373



ARCHITECTURE

PERMIT REVIEW STAMP

ISSUE HISTORY		
No.	Date	Description

REVISION HISTORY		
No.	Date	Description

2555 Temple Trail, Winter Park, FL 32789
www.fuglebergklock.com

(407) 629-0595
BR569

CONSULTANT

REGENCY
AT OCOEE

OCOEE, FLORIDA

Drawn: ML
Checked: KL
Approved: KL
Date: 03/04/2022
Project #: 5786

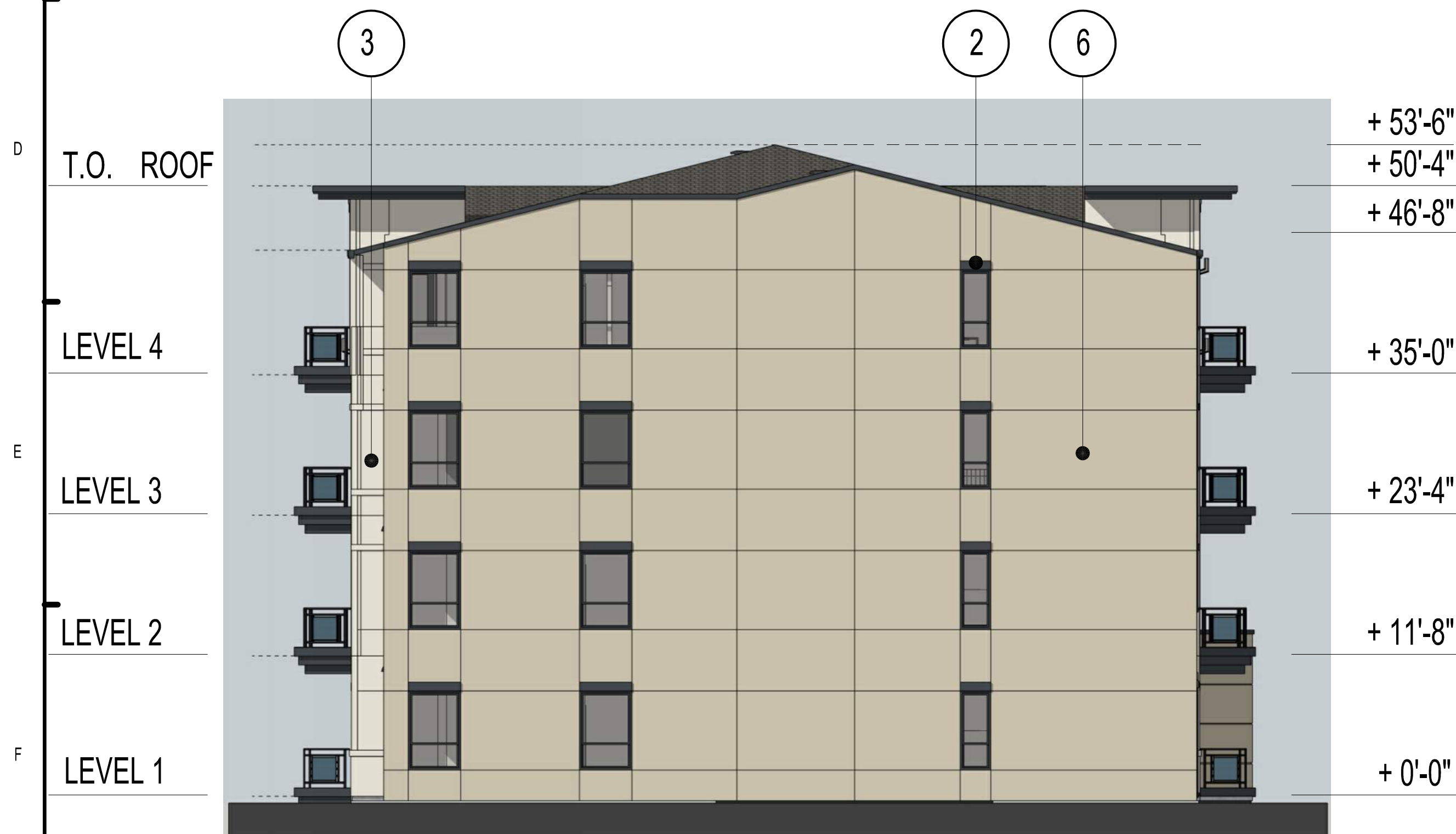
BUILDING TYPE 2
BUILDING ELEVATIONS

A.00

Page 330 of 373



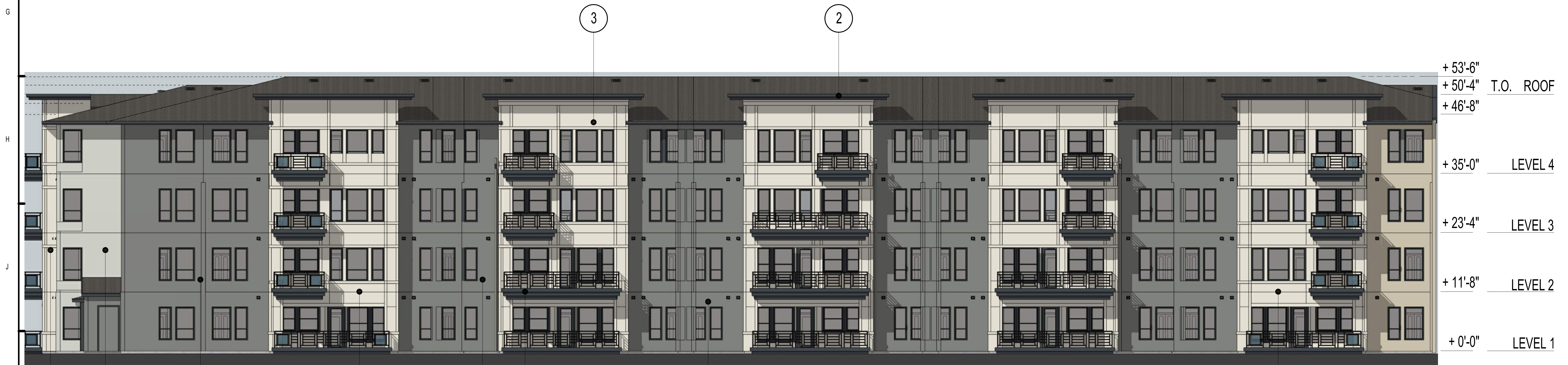
1 BUILDING TYPE 3 - FRONT ELEVATION
1/8" = 1'-0"



2 BUILDING TYPE 3 - RIGHT ELEVATION
1/8" = 1'-0"



4 BUILDING TYPE 3 - LEFT ELEVATION
1/8" = 1'-0"



3 BUILDING TYPE 3 - REAR ELEVATION
1/8" = 1'-0"



LEGEND:

- 1 SW 7654 LATTICE
- 2 SW 7076 CYBERSPACE
- 3 SW 7637 OYSTER WHITE
- 4 MTL RAIL. BLACK FINISH
- 5 SW 6882 DAREDEVIL
- 6 SW 7542 NATUREL
- 7 SW 7067 CITYSCAPE

ISSUE HISTORY

No.	Date	Description

REVISION HISTORY

No.	Date	Description

2555 Temple Trail, Winter Park, FL 32789 (407) 629-0595
www.faglebergklock.com BR569

CONSULTANT

KEVIN LINDEMAN

REGENCY AT OCOEE	Drawn: ML Checked: KL Approved: KL Date: 03/04/2022 Project #: 5786
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BUILDING TYPE 3
BUILDING ELEVATIONS

A.00



1 SW 7654 LATTICE

2) SW 7076 CYBERSPACE

3) SW 7637 OYSTER WHITE

4) MTL RAIL BLACK FINISH

5 MTL SIGNAGE

6 AWNING

7 ACCENT LIGHT FIXTURE

8 MTL WALL ACCENT

c 9 SW 0031
DUTCH TILE BLUE

10 SW 7542 NATUREL

11 SW 7067 CITYSCAPE

PERMIT REVIEW STAMP

ISSUE HISTORY

F	No.	Date	Description

REVISION HISTORY

[illegible]

2555 Temple Trail, Winter Park, FL 32789 (407) 629-0595
www.fuglebergkoch.com BR569

CONSULTANT

KEN LINFHAM

REGENCY
AT OCOEE

Page 8 of 8

0.0000	ML
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Checked: KL

Approved	VI
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OCOEE, FLORIDA

Project #:	5785
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GARAGE BUILDING
BUILDING ELEVATIONS

A.00

THIS DOCUMENT PREPARED BY
AND RETURN TO:

Daniel T. O’Keefe, Esq.
Shutts & Bowen, LLP
300 Orange Ave. Suite 1600
Orlando, FL 32801

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(The Regency at Ocoee)**

This **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (The Regency at Ocoee)** (“**First Amendment**”) is made and entered into this _____ day of _____, 2023 (“**Effective Date**”), by and between the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 150 North Lakeshore Drive, Ocoee, Florida 34761, Attention: City Manager (“**City**”), and **OCOE ACQUISITION COMPANY, LLC**, a Florida limited liability company, with an address of 5911 Turkey Lake Road, Suite 303, Orlando, Florida 32819 (collectively, the “**Developer**”). The City and the Developer are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

WITNESSETH:

WHEREAS, Developer and City entered into that certain Development Agreement executed on May 3, 2022 and recorded on May 9, 2022, DOC # 20220294398 in the Public Records of Orange County, Florida (the “**Agreement**”);

WHEREAS, the Parties desire to amend the Agreement as specifically provided herein; and

WHEREAS, any capitalized term not otherwise defined herein shall have the meaning ascribed to it under the Agreement.

NOW, THEREFORE, for and in consideration of the mutual obligations contained herein and the sum of ten dollars (\$10.00) and other good and valuable consideration the sufficiency of which is hereby conclusively acknowledged the Parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals contained above are true and correct and are incorporated in this First Amendment in full as if set forth herein.

2. **Old Winter Garden Road Extension and Street A.**

- a. **Right-of-Way Payment.** Upon completion of the Old Winter Garden Road Extension and Street A and the conveyance or dedication of each to the City, the City shall pay to Developer a payment equal to 20% of the appraised value of the CRA internal road network right-of-way, such payment is anticipated to be in the amount of Five Hundred Sixty Thousand Dollars and No/100 Dollars (\$560,000.00).

- b. Third Party Funding. In the event the City receives funding or a reimbursement from a third party for the costs of the Old Winter Garden Road Extension or Street A, the City shall disburse to Developer its pro rata share of the construction costs related to Old Winter Garden Road Extension and Street A.

3. **Credits.**

- a. Transportation Impact Fee Credits. City agrees to provide Developer with 100% transportation impact fee credits for the Creditable Improvements in the amount of Eight Hundred Forty-Five Thousand One Hundred Sixty-One and 55/100 Dollars (\$845,161.55).
- b. Maguire Road Intersection Improvements. City agrees to provide Developer with impact fee credits for the Intersection Improvements in the amount of Eight Hundred Thirty Thousand Six Hundred Sixteen and No/100 Dollars (\$830,616.00).
- c. Park Impact Fee Credits. City agrees to provide Developer with 25% park impact fee credits in the amount of One Hundred Seventeen Thousand and No/100 Dollars (\$117,000.00).
- d. Building Plan Review Credit. City agrees to provide to Developer a credit of 50% against the City's costs and fees to review the plans for the Project, such credit is currently estimated to be One Hundred Twenty-Five Thousand Dollars and No/100 Dollars (\$125,000.00).

4. **Retention Pond.** City is partnering with the Developer to construct the Retention Pond. City agrees to pay Developer the amount of One Ninety-Three Thousand Four Hundred Sixty-One and No/100 Dollars (\$193,461.00) from the City's Stormwater Fund, representing the City's contribution for the construction and use of the Retention Pond.

5. **Tax.** City agrees to provide Developer with a tax rebate or credit for real estate taxes due against the Property in the year 2023 and through the end of the construction of the Project.

6. **Counterparts.** This First Amendment may be executed in two or more counterparts, each of which shall be and be taken to be an original, and are collectively but one instrument.

7. **Effect on Agreement.** Except as modified herein, the Agreement shall remain in full force and effect binding upon each of the Parties. In the event of a conflict between the Agreement and this First Amendment, the terms of this First Amendment shall control.

/SIGNATURES APPEAR ON FOLLOWING PAGES/

DEVELOPER:

Witnesses:

OCOEE ACQUISITION COMPANY, LLC, a
Florida limited liability company

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of Ocoee Acquisition Company, LLC, a Florida limited liability company, on behalf of the company. He/she appeared by (*check one*) ☐ physical appearance or ☐ online notarization, and (*check one*) ☐ is personally known to me or ☐ has produced _____ as identification.

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY:

CITY OF OCOEE

By: _____
Rusty Johnson, Mayor

ATTEST:

Melanie Sibbitt, City Clerk

Approved as to Form:

Scott Cookson, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of the City of Ocoee, Florida, a municipal corporation of the State of Florida, on behalf of the City of Ocoee, Florida. He/she appeared by *(check one)* ☐ physical appearance or ☐ online notarization, and *(check one)* ☐ is personally known to me or ☐ has produced _____ as identification.

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

THIS DOCUMENT PREPARED BY
AND RETURN TO:

Daniel T. O'Keefe, Esq.
Shutts & Bowen, LLP
300 Orange Ave. Suite 1600
Orlando, FL 32801

**DEVELOPMENT AGREEMENT
(The Regency at Ocoee)**

This **DEVELOPMENT AGREEMENT (The Regency at Ocoee)** ("Agreement") is made and entered into this 3rd day of May, 2022 ("Effective Date"), by and between the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 150 North Lakeshore Drive, Ocoee, Florida 34761, Attention: City Manager ("City"), and **OCOEE ACQUISITION COMPANY, LLC**, a Florida limited liability company, with an address of 5911 Turkey Lake Road, Suite 303, Orlando, Florida 32819 (collectively, the "**Developer**"). The City and the Developer are sometimes collectively referred to herein as the "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, Developer is under contract to purchase certain property located in the City of Ocoee, Orange County, Florida legally described in **Exhibit "A"** attached hereto and expressly incorporated herein by this reference ("**Property**");

WHEREAS, the Property is commonly known as The Regency at Ocoee project (the "**Project**"), and the Developer has applied to the City for approval of a "**Preliminary Site Plan**" for the Property ("**Site Plan Approval**"); and

WHEREAS, the provisions of Section 4-5B(5) of Article IV of the Ocoee Land Development Code (the "**Code**") requires that the Owner and the City enter into a development agreement incorporating all plans and conditions of approval by reference; and

WHEREAS, the City confirms that this Agreement is consistent with and an exercise of the City's powers under the Municipal Home Rule Powers Act; Article VII, Section 2(b) of the Constitution of the State of Florida; Chapter 166, Florida Statutes; all City Rules; other controlling law; and the City's police powers, and is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Section 163.3220-163.3243, *Florida Statutes*.

NOW, THEREFORE, for and in consideration of the mutual obligations contained herein and the sum of ten dollars (\$10.00) and other good and valuable consideration the sufficiency of which is hereby conclusively acknowledged the Parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals contained above are true and correct and are incorporated in this Agreement in full as if set forth herein.

2. **Project Information.**

- a. The Property consists of 14.59 developable acres. Located within the Community Redevelopment Area (CRA) Target Area 1 Overlay.
- b. The Project is anticipated to be developed in one (1) phase.
- c. The current zoning on the Property is P-S/C-3 (Professional Office and Service District/General Commercial)
- d. The Project includes a 30% open space or approximately 4.38 acres.
- e. The Project is intended to be developed as a mixed use project with multi-family residential and commercial use.

3. **Development Approvals.**

- a. **Development Approvals.** Nothing herein will be construed to grant or waive on behalf of the City any development approvals that may be required in connection with the Site Plan Approval or Developer's development of the Property. Notwithstanding this Agreement, the Developer must comply with all applicable procedures and standard related to the development of the Property.
- b. **Compliance with Code and Approved Plans.** It is agreed that (1) the Owner shall comply with the zoning and subdivision regulations of the City as set forth in the Ocoee Land Development Code, as it may from time to time be amended, and (2) all preliminary subdivision plans, final subdivision plans, and final site plans for the Property or any portion thereof shall conform to the Ocoee Land Development Code requirements in effect at the time of approval of any such plans. In the event of any conflict between the provisions of the Ocoee Land Development Code, as it may from time to time be amended, and this Agreement, it is agreed that the provisions of this Agreement shall control.

4. **Water and Sewer; Utilities.** Developer shall construct on-site utilities necessary to service the Project in accordance with the "**Utility Plan**" as described on the Preliminary Site Plan. Developer shall grant to the City the utility easements necessary to facilitate the development of the Project.

5. **Transportation.** Developer shall design, engineer, and construct an extension of Old Winter Garden Road, and the surrounding landscaping, extending west from the current Old Winter Garden Road right-of-way through the Project which is a public road (the "**Old Winter Garden Road Extension**"). Developer shall complete the Old Winter Garden Road Extension, including the Old Winter Garden Road and Maguire Road intersection improvements, including installation of the traffic signal, all consistent with the traffic improvement descriptions as described on the Preliminary Site Plan. Further, Developer shall design, engineer, and construct the north/south road identified as "Street A" in the Preliminary Site Plan ("**Street A**") to a public standard.

6. Credits.

- a. Transportation Impact Fee Credits. City agrees to provide Developer with transportation impact fee credits for the design, engineering, and construction of the Old Winter Garden Road Extension and Street A, including the dedication of right-of-way (collectively, the “**Creditable Improvements**”). The amount of such transportation impact fee credits shall, on a dollar-for-dollar basis, be equal to the lesser of (i) seventy-five percent (75%) of the reasonable and documented third party costs incurred by Developer for the Creditable Improvements, or (ii) the total amount of transportation impact fees that are applicable to the full development of the Project. In no event shall the City be required to make any payment toward the Creditable Improvements in cash nor shall the City be required to provide transportation impact fee credits in excess of the impact fees that would otherwise be generated from the development of the Project. Prior to commencing the Creditable Improvements, Developer shall submit for the City’s review the final budget for the Creditable Improvements, which may be approved by the City’s Development Director. With the City Manager’s consent (or the consent of the designee of the City Manager) transportation impact fee credits may be applied against transportation impact fees due in connection with the development of the Project, even if such transportation impact fees are due before the Creditable Improvements are complete.
- b. Maguire Road Intersection Improvements. City agrees to provide Developer with impact fee credits for the design, engineering, and construction of the intersection improvements at the Old Winter Garden Road and Maguire Road, including the traffic signal for such intersection (collectively, the “**Intersection Improvements**”). The amount of such impact fee credits shall, on a dollar-for-dollar basis, be equal to seventy-five percent (75%) of the reasonable and documented third party costs incurred by Developer for the Intersection Improvements.
- c. Utility Capital Charge Credits. City agrees to provide Developer with utility capital charge credits for any oversizing of utilities, to benefit off-site properties, Developer constructs, including, but not limited to, water, reclaimed water, sanitary sewer, force mains, and lift stations. The utility capital charge credits will include the additional cost of the design, engineering, and construction to accommodate the oversizing of the utilities to benefit off-site properties.
- d. Park Impact Fee Credits. In exchange for Developer providing an easement over approximately _____ acres of open space within the Project and Developer’s construction and installation of amenities around the stormwater pond, including sidewalks and benches, City shall provide park impact fees to be utilized in connection with the development of the Project. The amount of such park impact fee credits granted to the Developer is subject to final approval by the City’s Development Director, with the City Manager’s consent (or the consent of the

designee of the City Manager). Developer reserves the right to put reasonable safety measures in place to benefit the residents of the Project and the general public.

7. **Construction of Retention Pond.** The Preliminary Site Plan provides for a retention pond located on the western side of the Property (the “**Retention Pond**”). The Retention Pond is intended to accommodate stormwater drainage from the Project. City agrees to provide Developer with payment, credits, and/or reimbursements out of the City’s Stormwater Fund for use of the Retention Pond to benefit City right-of-way, in an amount equal to its share of the Retention Pond capacity. Any use of the Retention Pond is subject to Developer’s approval. Owner shall be responsible for the construction of the Retention Pond and such construction shall be in accordance with the requirements of the City. The City’s payment to Developer for use of the Retention Pond is subject to final approval by the City’s Development Director, with the City Manager’s consent (or the consent of the designee of the City Manager).

8. **Signage.** Developer and City agree to agree upon a specific signage plan to be incorporated as an amendment to this Agreement.

9. **Covenants Running with the Land/Assignment.** The terms, provisions, covenants, conditions and restrictions set forth in this Agreement and the rights, privileges and benefits and duties, obligations and burdens assigned, granted, imposed and created pursuant to this Agreement shall and are hereby declared to be covenants running with the title to the Property. This Agreement shall legally benefit and bind the Developer and its respective successors and assigns.

10. **Force Majeure.** Except as otherwise expressly set forth in this Agreement, if either Party’s performance of any act (other than the payment of money) required hereunder is impractical, impossible, delayed, hindered, or prevented by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, pandemic or epidemic health occurrences as declared by applicable governmental or world health organizations, health events resulting in government mandated quarantine, shelter-in-place, travel restrictions, government office shut-down and/or moratoria, or other government-directed cessation of business related to pandemic or epidemic health occurrences, riots, terrorist acts, insurrection, adverse weather conditions, war or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement (all of such reasons or causes referred to in this Agreement as “force majeure”), then performance of such acts shall be excused for the period of the delay, and the period within which the performance of such act may be required hereunder shall be extended by a period equivalent to the period of such delay plus thirty (30) days. In any case where work is to be paid for out of insurance proceeds or condemnation awards or other similar such proceeds, due allowance, not to exceed ninety (90) days in the aggregate, shall be made, both to the Party required to perform such work and to the Party required to make such payment, for delays in the collection of such proceeds and award.

11. **Legal Proceedings, Attorneys’ Fees.** In the event that either Party shall institute litigation or other legal proceedings against the other to interpret or enforce any term, provision, warranty, covenant or condition set forth in this Agreement, the prevailing Party in such litigation or other legal proceedings following all appeals therefrom, if any, shall be entitled to recover from the non-prevailing Party in such litigation or other legal proceedings reasonable attorneys’, paralegals’,

and experts' fees and expenses and court costs incidental thereto, including those incurred on any bankruptcy proceeding and/or appeal of a lower court decision.

12. Notices.

- a. All notices provided for in this Agreement shall be in writing and delivered to the addresses below:

City:	City of Ocoee Attention: City Manager 150 North Lakeshore Drive Ocoee, Florida 34761 Email: rfrank@ocoe.org
With a copy to:	Shuffield, Lowman & Wilson, P.A. Attn: Scott Cookson, City Attorney Telephone: 407-581-9800 Email: scookson@shuffieldlowman.com
Developer:	Ocoee Acquisition Company, LLC Attn: Anil H. Thadani 5911 Turkey Lake Road, Suite 303 Orlando, FL 32819 Telephone: (407) 730-8580 Fax: (407) 730-8581 Email: anil.thadani@selnikdevelopment.com
With a copy to:	Shutts & Bowen LLP 300 S. Orange Avenue, Suite 1600 Orlando, Florida 32801 Attention: Daniel T. O'Keefe Telephone: (407) 835-6956 Email: DOkeefe@shutts.com

- b. Any notice, request, demand, instruction or other communication to be given to either Party hereunder, shall be in writing and shall be hand-delivered, sent by Federal Express or a comparable overnight mail or delivery service, mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, by electronic mail (email), or transmitted by facsimile or telecopier to the Parties and their listed co-recipients, at their respective addresses and/or facsimile numbers set forth herein. Any notice delivered as aforesaid shall be deemed delivered immediately upon mailing, delivery to an appropriate carrier, or receipt or refusal of delivery of said notice, whichever is earliest. The inability to deliver because of change in address of which no notice is given shall be deemed to be a receipt of the notice, demand and request. The Party claiming delivery of notice via telecopier or facsimile shall have the burden of proving notice was in fact sent, which burden

can be carried without further evidence if confirmed by the transmitting telecopier or facsimile machine. Any communication sent by electronic mail, facsimile or telecopier shall promptly be followed by a copy delivered by one of the other approved methods. Receipt shall be deemed to have occurred if delivered to an authorized agent or any employee of the addressee or of the addressee's company. A time period in which a response to any notice, demand or request must be given pursuant to the terms of the Agreement, shall commence to run from the date of receipt. Any Party may change the address for receiving notices, request, demands, or other communication by not less than three (3) days prior notice in accordance with this Section. Telephone numbers are provided for convenience only. Notice from a Party's attorney shall constitute legal notice hereunder.

- c. City and Developer may from time to time notify the other of changes regarding where and to whom notices should be sent by sending notification of such changes pursuant to this Section.

13. **Miscellaneous Provisions.**

- a. **Entire Agreement.** This Agreement constitutes the complete and entire understanding and agreement between City and Developer concerning or with respect to the topics addressed in this Agreement and supersede any and all prior or contemporaneous covenants, agreements, undertakings, statements, representations or warranties, whether written or oral, of any Party hereto concerning or with respect thereto.
- b. **Relationship of the Parties.** This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the City and Developer. Developer cannot create an obligation or responsibility on behalf of City or bind City in any manner. Each Party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party acknowledges that none of the other Parties hereto is acting as a fiduciary for or as an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein.
- c. **Agency.** Developer and City, and their agents, contractors and subcontractors, shall perform all activities described in this Agreement as independent entities and not as agents of one another.
- d. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of City's right to sovereign immunity for tort claims under and subject to § 768.28, *Florida Statutes*.
- e. **Captions, Section and Paragraph Headings.** Captions, section and paragraph headings contained in this Agreement are for convenience of reference only and are in no way intended, and shall in no way be deemed, to define, describe, extend or

limit the scope, content or intent of this Agreement or of any particular term, provision, section or paragraph hereof.

- f. **Modification, Amendment or Termination.** This Agreement may not be changed, modified, amended or terminated except as expressly set forth in a separate writing signed by both of the Parties to this Agreement or their respective successors in interest or title.
- g. **Recording in Public Records.** Developer shall ensure that this Agreement is recorded among the public records of Orange County, Florida promptly after the execution of the Agreement by all Parties.
- h. **Indemnification.** Developer hereby indemnifies and holds City and its elected and appointed officials, employees and agents harmless from and against any and all claims (at law or in equity), disputes, lawsuits, injuries, damages, attorneys' fees and all adverse matters in any way arising out of or relating to the risks assumed by Developer under this Agreement.
- i. **Default.** Failure by a Party to perform any of its obligations hereunder shall constitute default hereunder, entitling the non-defaulting Party to terminate this Agreement or to pursue the remedies of specific performance, injunctive relief or damages as set forth in this Agreement. Prior to termination of this Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided thirty (30) day opportunity within which to cure such default.
- j. **Bankruptcy.** In the event (a) an order or decree is entered appointing a receiver for Developer or its assets or (b) a petition is filed by Developer for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty (60) days after the filing thereof, then City shall have the right to terminate immediately this Agreement.
- k. **No Liability or Monetary Remedy.** Notwithstanding anything herein to the contrary, Developer and City, on behalf of themselves, and their respective successors and assigns, hereby agree that neither Party shall be liable to the other for any direct, indirect, special, punitive or consequential damages, including but not limited to, damages based on loss of service, revenues, profits or business opportunities, and hereby waive any and all claims and causes of action for the recovery of such direct, indirect, special, punitive or consequential damages.
- l. **Governing Law; Binding Effect.** This Agreement and the construction, interpretation and enforcement thereof shall be construed in accordance with and governed by the laws of the State of Florida and shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors in interest or title.

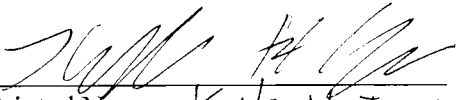
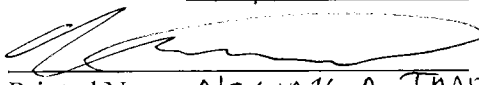
- m. **Venue.** The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
- n. **Construction of Agreement.** The fact that any one of the Parties to this Agreement shall have drafted or structured or shall be deemed to have drafted or structured this Agreement or any particular term or provision of this Agreement shall not be considered by any court or other tribunal in the construction or interpretation of this Agreement or any particular term or provision of this Agreement, either in favor or to the disadvantage of such Party.
- o. **Severability.** If any of the terms, provisions, covenants or conditions set forth in this Agreement or the application thereof to any particular circumstance shall be held by any Court having jurisdiction to be illegal, invalid or unenforceable under applicable law, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent otherwise permitted by law.
- p. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and are collectively but one instrument.
- q. **Time of the Essence.** Time, and timely performance, is of the essence of this Agreement and of the covenants and provisions hereunder. When a date upon which a specified event shall occur or be performed falls upon a weekend or legal holiday, the time allowed for the event or performance to occur shall be extended to 5:00 p.m. on the next succeeding business day. For purposes of this Agreement, a “business day” shall mean any weekday that the banks in the county in which the Property is located are open for business (thereby excluding Saturdays, Sundays and legal holidays).
- r. **Statutory Development Agreement.** This Agreement is not a statutory development agreement pursuant to Chapter 163, Florida Statutes (Florida Local Government Development Agreement Act), and is being entered into by the City pursuant to the City’s home rule authority.

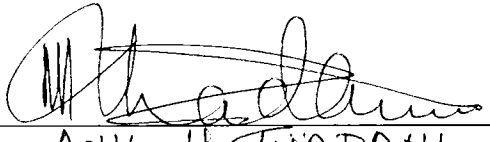
[SIGNATURES APPEAR ON FOLLOWING PAGES]

DEVELOPER:

Witnesses:

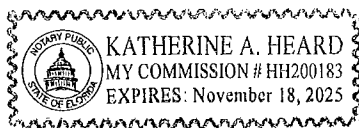
OCOEE ACQUISITION COMPANY, LLC, a
Florida limited liability company


Printed Name: Kyle H. Jones

Printed Name: NIKHIL A. THADANI

By: 
Name: ANIL H. THADANI
Title: MANAGER

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 3rd day of May, 2022, by Anil Thadani, as Principal of Ocoee Acquisition Company, LLC, a Florida limited liability company, on behalf of the company. He/she appeared by (check one) ☒ physical appearance or ☐ online notarization, and (check one) ☐ is personally known to me or ☒ has produced Driver License as identification.




Print Name: Katherine A. Heard
Notary Public
My Commission Expires: Nov. 18, 2025
Commission Number: HH200183

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY:

CITY OF OCOEE

By:

Rusty Johnson
Rusty Johnson, Mayor

ATTEST:

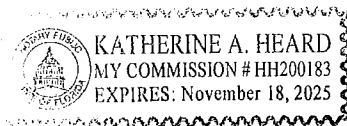
Melanie Sibbitt
Melanie Sibbitt, City Clerk

Approved as to Form:

Scott Cookson 5.3.22
Scott Cookson, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3rd day of May, 2022, by Rusty Johnson, as Mayor of the City of Ocoee, Florida, a municipal corporation of the State of Florida, on behalf of the City of Ocoee, Florida. He/she appeared by (check one) ☒ physical appearance or ☐ online notarization, and (check one) ☒ is personally known to me or ☐ has produced _____ as identification.



Katherine A. Heard
Print Name: Katherine A. Heard
Notary Public
My Commission Expires: Nov. 18, 2025
Commission Number: HH200183

Exhibit "A"

Legal Description

LEGAL DESCRIPTION PER TITLE COMMITMENT, ISSUING OFFICE FILE NUMBER:
ANTHONY.BRANDROP

That part of the East 28 acres of the Southeast 1/4 of the Northeast 1/4 of Section 30, Township 22 South, Range 28 East, Orange County, Florida, LESS road right of way on East and LESS right of way for Sunshine State Parkway and LESS part lying South of Sunshine State Parkway, and also LESS that part for road in O.R. Book 5937, Page 4453, Public Records of Orange County, Florida.

And

The Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 22 South, Range 28 East, Orange County, Florida, LESS the North 509.81 feet and LESS road right of way on East.

Said Parcel contains 10.793 Acres more or less.

LEGAL DESCRIPTION PER TITLE COMMITMENT, COMMITMENT NUMBER: 21000050181 / 51723.0008/KHJ

That part of the West 12 acres of the SE 1/4 of the NE 1/4 of Section 30, Township 22 South, Range 28 East, Orange County, Florida lying North of the Northerly right of way line of the Sunshine State Parkway as shown on the Florida State Turnpike Authority Right of Way Map, Station 5975 +00 to 6036+66.51, Dated 02-03-62.

Less and Except:

A portion of the Northeast 1/4, Section 30, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 (a 1" iron pipe as now exists) run thence South 89°31'33" West along the South line thereof for 921.66 feet; run thence North 00°26'18" West for 964.96 feet to a point on the existing Northerly limited access right-of-way line for Florida's Turnpike and the Point of Beginning, said point being on a curve concave Southerly having a radius of 4795.60 feet, a central angle of 04°44'51" and a chord bearing of North 83°16'47" West; run thence Westerly along the arc of said curve for 397.37 feet; thence leaving said existing limited access right-of- way line run North 00°23'25" West for 52.07 feet to a point on a curve concave Southerly having a radius of 5729.58 feet, a central angle of 04°00'12" and a chord bearing of South 80°22'53" East; run thence Easterly along the arc of said curve for 400.34 feet; run thence South 00°26'18" for 31.68 feet to the Point of Beginning.

Said Parcel contains 2.619 Acres more or less.

LEGAL DESCRIPTION PER TITLE COMMITMENT, COMMITMENT NUMBER: 21000050182 / 51723.0008/KHJ

The North 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 30, Township 22

South, Range 28 East, Orange County, Florida;

Less and Except:

Road right of way for the Florida Turnpike and FURTHER LESS AND EXCEPT right of way described in

Stipulated Order of Taking recorded in Official Records Book 5447, Page 1922, Public Records of Orange

County, Florida.

Said Parcel contains 3.265 Acres more or less.

THE REGENCY AT OCOEE

TIF Projection

DRAFT REPORT / May 16, 2023



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The Regency at Ocoee (“Project”) is planned for 300 multi-family units and 7,000 square feet (net) of commercial/retail space on 16.7 total acres. As proposed, the mix of apartments include studios, 1-, 2-, and 3-bedrooms (see Table 1-1).

Table 1-1: Residential Product Mix

Cost by Component	Units	SF/Unit	Area (SF)
Studio	20	800	16,000
1-bedroom	112	1,400	160,000
2-bedroom	136	1,700	230,000
3-bedroom	32	1,900	60,000
Total	300		466,000

Sources: VHB, City of Ocoee, Raftelis; Notes: Area represents total gross building area (Raftelis estimate)

Including the planned 7,000 (net) square feet of commercial/retail space, the Project reflects a density of 25 units per acre and a building floor area ratio (“FAR”) of 0.75¹.

The Project is also located Target Area 1 of the District which includes the properties bordered by Colonial Drive (“SR 50”), Marshall Farms Road, Maguire Road, and Florida’s Turnpike. This area’s expected development focuses on commercial land uses, such as offices, lodging, food services, and retail. A key component of the planned development of this area is the extension of Old Winter Garden Road which would be facilitated by the Project.

1.3. Purpose of Report and Intended Users

This analysis was requested by the City (“Client”) for the purpose of estimating the likely incremental ad valorem tax collections created as a result of the development of the Project. This Report is intended for the exclusive use of the Client and any other designated representatives of the Client. No reproduction, publication, distribution, or other use of this Report for other than its stated purpose is authorized without prior consent of the Client and Raftelis.

1.4. Principal Sources of Information

The principal sources of information utilized for this assignment are references or noted throughout this Report. The Client or other individuals did not deny access to any data deemed essential for this Report. Data collection for this analysis involved a variety of public sources of information that are deemed reliable, however, Raftelis does not provide any guarantees of the accuracy of the data.

1.5. Assumptions and Limiting Conditions

Assumptions and limiting conditions of this Report are provided in Appendix A.

¹ Excludes the planned dedication of 1.58 acres for Old Winter Garden Road.

1.6. Rounding of Estimated Values

Estimates of value derived from analyses contained in this Report have inherent variation and are not intended to reflect precise calculations. Table 1.1 provides guidelines for rounding estimates contained in this Report.

Table 1-2: Rounding Estimated Values

Amount Estimated	Rounded to Nearest
\$0 – 5,000	\$100
\$2,001 - 50,000	\$1,000
\$20,001 – 500,000	\$10,000
\$500,001 – 50,000,000	\$100,000
Over \$50,000,000	\$1,000,000

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2. Property Tax Projection

2.1. Property Value in Florida

The intent of “just valuation” (“Just Value²” or “JV”) under the laws of the state of Florida is to reflect a value for real property that is equivalent to a fair market value (“FMV”). Internal Revenue Service (“IRS”) Revenue Ruling (“Rev. Rul.”) 59-60, 1959-1, C.B. 237, along with Treasury Regulations § 25.2512-1 and § 20.231-1 defines Fair Market Value as:

“The value of the property is the price at which such property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell, and both having reasonable knowledge of relevant facts.”

IRS Rev. Rul. 59-60 further states...

“...in addition that the hypothetical buyer and seller are assumed to be able, as well as being willing, to trade and to be well informed about the property and concerning the market for such property.”

Fair Market Value as defined for this report therefore includes the following assumptions:

1. A hypothetical buyer and seller are both willing, and thus interested in the transaction, and are able to enter into a transaction, implying a hypothetical buyer has sufficient funds and seller has sufficient rights;
2. A hypothetical buyer is prudent, implying a rational buyer, and is considered to be a “financial” and not a “strategic” buyer;
3. Even though a willing buyer and willing seller are hypothetical, they are presumed to be dedicated to achieving their individual maximum economic advantage, but absent any compulsion to buy or sell;
4. Both parties are assumed to understand the industry and other economic conditions and their effects on the subject property in a sale of a majority ownership in the subject property;
5. A hypothetical buyer is assumed to represent an independent third party; and
6. A hypothetical sale will be for cash.

Fair Market Value is considered the appropriate standard of value because it reflects the value of the subject property as if traded freely in a competitive and open market between independent parties. In arriving at just valuation as required under s. 4, Art. VII of the State Constitution, the Orange County Property Appraiser shall take into consideration the following factors³ (emphasis added):

(1) The present cash value of the property, which is the amount a willing purchaser would pay a willing seller, exclusive of reasonable fees and costs of purchase, in cash or the immediate equivalent thereof in a transaction at arm’s length;

² “Just Value is a properties market value”, Florida Department of Revenue

³ Section 193.011, Florida Statutes (2021)

- (2) The highest and best use to which the property can be expected to be put in the immediate future and the present use of the property, taking into consideration the legally permissible use of the property, including any applicable judicial limitation, local or state land use regulation, or historic preservation ordinance, and any zoning changes, concurrency requirements, and permits necessary to achieve the highest and best use, and considering any moratorium imposed by executive order, law, ordinance, regulation, resolution, or proclamation adopted by any governmental body or agency or the Governor when the moratorium or judicial limitation prohibits or restricts the development or improvement of property as otherwise authorized by applicable law. The applicable governmental body or agency or the Governor shall notify the property appraiser in writing of any executive order, ordinance, regulation, resolution, or proclamation it adopts imposing any such limitation, regulation, or moratorium;
- (3) The location of said property;
- (4) The quantity or size of said property;
- (5) The cost of said property and the present replacement value of any improvements thereon;
- (6) The condition of said property;
- (7) *The income from said property; and*
- (8) The net proceeds of the sale of the property, as received by the seller, after deduction of all of the usual and reasonable fees and costs of the sale, including the costs and expenses of financing, and allowance for unconventional or atypical terms of financing arrangements. When the net proceeds of the sale of any property are utilized, directly or indirectly, in the determination of just valuation of realty of the sold parcel or any other parcel under the provisions of this section, the property appraiser, for the purposes of such determination, shall exclude any portion of such net proceeds attributable to payments for household furnishings or other items of personal property.

The method for indicating a Just Value for all property within a county generally involves a process of valuing a universe of properties as of a given date using standard methodology, employing common data, and allowing for statistical testing (“Mass Appraisal”)⁴. It would not be realistic for a Property Appraiser to develop individual appraisals for each parcel of improved or vacant land – there are more than 473,000 parcels in Orange County (“County”) alone (2021). Thus, Mass Appraisal is a process required to more manageably appraise a very large set of properties. Mass Appraisal can also have the effect of creating consistency among property classes and reducing minute individual variances that may be observed in some market transactions. For example, it is common to leverage a statistically significant number of market transactions for a residential subdivision that qualify as arms-length to indicate a FMV per square foot and apply that value to all properties within that same subdivision based on like size, configuration, construction quality, etc. The consistent application of observed market transactions for like property is common in appraisal practice.

Generally, because residential properties 1) can account for 80-90% of the universe of vacant and improved parcels, 2) are highly homogeneous, and 3) represent a significant volume of qualified sales, Mass Appraisal is a very effective appraisal process for the residential, home-owner market. The opposite of the same reasons above (i.e., only 10-20% of parcels, highly unique, and limited market transactions that could be used to define a specific class of non-residential property), can make a Mass Appraisal process less effective for non-residential or for-rent residential property. This is especially evident in situations where new development does not have an existing market precedent. This is a common issue, for example, when appraising “hotel”

⁴ Uniform Standards of Professional Appraisal Practice, 2020-21.

properties that can have a very wide range of different classes (e.g., budget, extended stay, limited service, select service, full service, boutique, luxury) under that single non-residential use. However, if the market doesn't currently have an existing property within a particular class, the Mass Appraisal process is likely to assign value using expected "norms" that may not reflect FMV. This is also a common occurrence for office and apartment markets.

However, in lieu of observed market transactions, Property Appraisers are required to consider the FMV in the context of the *income* generated by the property, which should compensate for not having an existing precedent. But, even without existing market transactions (qualified sales) for a particular property type (e.g., Class-A Apartments), the underlying approach in the valuation process can be inadequate to reflect a FMV of non-residential property because Property Appraisers generally continue to apply "norms" to value (e.g., value per apartment).

2.2. Market Transactions

As discussed in the previous section, observed market transactions generally reflect unambiguous values that could be considered relevant measures of FMV, if these completed transactions are comparable to the proposed Projects. Table 2-1 provides a list of recent market transactions for apartment properties recently constructed and located in the County, reflecting an average market value of \$348,600 per unit.

Table 2-1: Recent Orange County Transactions

Cost by Component	Sale Date	Units	Price/Unit
Arcadia at Dr Phillips	Jun-21	394	\$291,878
IMT Lakehouse	Dec-21	299	429,933
The Westerly	Nov-21	352	350,852
The Avenue on Oakland	Dec-21	342	307,018
Luma Headwaters	Aug-21	328	291,159
Sur Lake Buena Vista	May-22	296	369,088
The Lodge at Hamlin	Nov-21	250	359,200
Berkshire Winter Park	Jun-21	310	275,806
Eden Ruby Lake	Jun-22	204	752,696
Kestra	Jun-21	280	285,000
Veer Apartments	May-21	250	274,000
Seven41 Winter Park	Nov-21	222	340,090
Weighted Average			\$348,600

Sources: Florida Department of Revenue, Orange County Property Appraiser, downloaded 5/15/2023

Our research limited observed transactions to include the following: 1) Multi-family Mid-rise property use, 2) built between 2020 and 2021, 3) qualified property sales between 2021 and 2022, 4) developments with units between 200 and 400, and 5) unit density (units per acre) between 10 and 75. These transactions provide a comparison of market values for properties within the same geography (County) and similar scale (number of units). In theory, these qualified market transactions reflect the most appropriate measure of FMV.

2.3. Property Appraiser Values

While not all downtown/urban markets are equal relative to market values for property, they can provide appropriate comparisons considering observed market value or Just Value that should be driven by top-line revenue or market rents. Observations of the just value of properties in Orange County provide significant insight into potential market values of the Projects once completed, particularly from a property appraisal perspective because: 1) the Orange County Property Appraiser appropriately uses income as a means of valuing property and 2) there are more examples of this specific type of product in well-developed downtown markets.

Table 2-2 provides the final 2022 just value for the same recent property transactions.

Table 2-2: 2022 Just Values (Mid-rise Apartments)

Cost by Component	Units	JV/Unit	Density	JV/Unit
Arcadia at Dr Phillips	394	\$273,551	22	\$6.1 M
IMT Lakehouse	299	355,691	12	4.4 M
The Westerly	352	299,919	13	4.0 M
The Avenue on Oakland	342	285,635	21	6.0 M
Luma Headwaters	328	262,070	21	5.6 M
Sur Lake Buena Vista	296	274,465	28	7.6 M
The Lodge at Hamlin	250	319,042	14	4.4 M
Berkshire Winter Park	310	253,219	52	13.2 M
Eden Ruby Lake	204	335,603	12	4.1 M
Kestra	280	232,756	25	5.7 M
Veer Apartments	250	255,998	25	6.4 M
Seven41 Winter Park	222	283,009	54	15.2 M
Weighted Average		\$284,500	25	\$5.7 M

Sources: Florida Department of Revenue, Orange County Property Appraiser, downloaded 5/15/2023

While the Just Value for the same properties is lower than observed market transactions (81.6%), it supports the appropriate application of an income approach to estimate property value. The likely difference between Just Value (“JV”) and market transactions can arise from timing relative to the valuation process as well as maintaining consistency across a class of properties. Therefore, for the purpose of this analysis, we have valued the proposed Projects consistent with the requirements of Florida Statutes using an income approach based on proposed market rents consistent with mid-rise apartments in downtown markets. This approach basically reduces gross income by reasonable operating expenses, depreciation, interest, and taxes to produce a net income that is capitalized using market rates.

2.4. Project Pro Forma

The income approach in valuing property is based on an appraisal principal of anticipation and the premise that the FMV of a property is the present value (“PV”) of the anticipated future economic benefits of owning the property. The underlying principle in this approach is that buyers invest in or acquire ownership in certain types of commercial property with the expectation of receiving anticipated future economic benefits. This

approach is relevant when the property being valued generates or is anticipated to generate economic benefits in the form of net income, profits, or free cash flows that benefit a future owner.

The capitalization method for valuing property basically divides expected annual net income at the discretion of an owner by an appropriate capitalization rate (capitalization of cash flow or “CCF”). CCF provides a relatively non-complex method to use for valuing property based on expected cash flow available to a buyer. A comparatively lower capitalization rate would indicate less risk associated with an investment and a comparatively higher cap rate for a property might indicate more risk.

An anticipated pro forma for the Project initially requires consideration for gross revenues. Table 2-3 provides estimates of total gross revenues (2023) based on the planned mix of residential product.

Table 2-3: Residential Rent Roll (Current Dollars)

Cost by Component	Units	Monthly	Total
Studio	20	\$1,400	\$340,000
1-bedroom	112	2,140	2,900,000
2-bedroom	136	2,670	4,400,000
3-bedroom	32	2,810	1,100,000
Total	300		\$8,740,000

Sources: Raftelis; Notes: Estimate

Annual gross revenues of \$8,740,000 represents approximately a \$2.00 per square foot per month average rent rate. The commercial (retail) space is expected to reflect a gross rent rate of \$30 per square foot.

Total net income for the Project is estimated by adding and deducting the following components:

- 1) Annual vacancy or collection losses;
- 2) Ancillary property income;
- 3) Operating expenses; and
- 4) Other miscellaneous income.

After adjustments, the residential component of the Project is expected to generate \$6,100,000 in net income (see Table 2-4).

Table 2-4: Estimated Apartment Income Value

Cost by Component	Units	Monthly	Percent	Total
Potential gross revenue		\$8,740,000		\$29,133
Vacancy/collection loss	less	700,000	8.00%	2,333
Effective gross income	=	8,040,000		26,800
Ancillary income	plus	160,000	2.00%	533
Adjusted gross income	=	8,200,000		27,333
Expenses	less	2,100,000	25.00%	7,000
Net operating	=	6,100,000		20,333
Miscellaneous income	plus	-		-
Total net income	=	\$6,100,000		\$20,333
Total capitalized income value		\$85,300,000	7.15%	\$284,333
TPP amount	less	1,700,000	2.00%	5,667
Additional value	plus	-		-
Total miscellaneous adjustment	(+/-)	-		-
Residential Income Value		\$83,600,000		\$278,667

Sources: Raftelis; Notes: Estimate

Using a capitalization rate of 7.15% results in a total income value of \$85,300,000 for the apartments. Deducting an estimated value for tangible personal property (“TPP”) of \$1,700,000 results in an expected real property value (including land) of \$83,600,000 or \$278,667 per unit.

The commercial (retail) space is expected to add an additional \$1,200,000 in capitalized value. Assuming annual gross income of \$210,000 and approximately 45% net income at a 7.15% capitalization rate. Total developed property value including both residential and commercial uses (land and buildings) represents \$86,700,000 or approximately \$5,825,000 per acre (see Appendix B).

2.5. Projected TIF Revenue

In 1969, the Florida Legislature enacted Part III, Ch. 163 of the Florida Statutes, which granted local governments the power to set up redevelopment agencies (“CRA”) in their community. The legislature’s goal was and remains to encourage neighborhood revitalization and redevelopment in downtown, urban areas and to provide maximum opportunities for private enterprise to participate in the revitalization of designated areas. The act allows a CRA to annually capture and spend 95% of the incremental increase in ad valorem tax revenues resulting from redevelopment. The tax increment is measured as the increase in real property taxes from the difference between the taxes generated before (“Base Value”) and after the investment in the redevelopment of real property.

The Base Value of the Project should be established using 2006 taxable property values (see Table 2-5).

Table 2-5: Project Base Value

Parcel Number	2006 Value	2022 Value	Acres
30-22-28-0000-00-016	\$4,335	\$1,341,680	10.84
30-22-28-0000-00-059	7,279	327,298	2.60
30-22-28-0000-00-016	86,528	355,296	3.24
TOTAL	\$98,142	\$2,024,274	16.68

Source: Orange County Property Appraiser; Orange County Tax Collector

The Project is located within the CRA which allows the City to capture 95% of the incremental ad valorem tax revenues that would be created by the planned redevelopment. The CRA would capture the incremental ad valorem collections only from the City and County approved taxes which total 9.3847 mills (as of the date of this Report). The planned development program is therefore expected to generate annual 95% incremental tax revenue at initial buildout of \$776,096 (see Table 2-3 and Appendix B) from its current value.

Table 2-6: Incremental Ad Valorem Collections

Cost by Component	Base	New	Change
Real and tangible property just value	\$98,142	\$86,700,000	\$86,601,258
(less) Exemptions	-	-	-
Real and tangible taxable value	98,142	86,700,000	86,601,258
Millage rate (per \$1,000 value)	9.3847	9.3847	-
County and City ad valorem collections	921	813,653	812,732
Incremental ad valorem collections @95%			\$776,096

Sources: Raftelis; Notes: Estimate

Assuming property values in the market increase at an annual rate of 1.75%, this annual contribution of incremental tax revenues would be expected to continue more than \$11,000,000 to support the CRA's Vision plan through 2036. If the City extended the sunset of the District to 2046, the cumulative contribution from the Project would be expected at more than \$20,400,000 (see Appendix B).

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APPENDIX A:

Assumptions and Limiting Conditions



1. All assumptions are listed in the description of the analyses used to estimate potential property values.
2. No responsibility is assumed for legal matters, nor is any opinion on the title rendered herewith. It is assumed that the title to the property is good and marketable.
3. No survey of the property was included in this analysis and, unless specifically stated, assumed there are no encroachments involved.
4. The sketches and maps in this Report are included to assist the reader in visualizing the property and are not necessarily to scale or depict all items above or below ground.
5. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in this Report.
6. It is assumed that all applicable zoning and land use regulations and restrictions have been complied with, unless non-conformity has been stated, defined, and considered in this Report.
7. It is assumed that all required permits, licenses, certificates of occupancy, consents, easements, and other legislative or administrative authority from any local, state, or national government or public entity or organization have been or can be obtained or renewed.
8. All applicable agreements, developer agreements or other utility-related agreements are assumed to be fully disclosed or provided and therefore have been considered as part of this Report.
9. Proposed improvements, if any, on or off-site, as well as any repairs required, are considered to be completed in a good and workmanlike manner.
10. Responsible ownership and competent management are assumed.
11. It is assumed that there are no hidden or unapparent conditions of the property, soil, or structures which would render it more or less valuable. Further, unless otherwise stated in this Report, the existence of hazardous material or any other environmental problems or conditions, which may or may not be present on the property, was not observed or disclosed. We have no knowledge of the existence of such materials or conditions on or in such close proximity that it would cause a loss in value. We, however, did not search to detect such substances or conditions. The presence of substances such as asbestos, urea formaldehyde foam insulation, radon, or other potentially hazardous materials which could have an adverse effect on the value of the property were not observed or detected in our inspections. The value estimate is predicated on the assumption that there is no such material or condition on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or knowledge required to discover them.
12. No responsibility is assumed for the absence or presence of any endangered species on this property. This appraisal assumes that there are no endangered species which would prevent, restrict, or adversely affect any transfer, development, or improvement.
13. No impact studies and/or special market, or feasibility analysis or studies have been required or made unless otherwise specified. We reserve the right to alter, amend, revise, or rescind any of the statements, findings, opinion, value estimates, or conclusions contained herein if any of these studies require it.
14. Certain data used in compiling this report was furnished from sources which we consider reliable; however, we do not guarantee the correctness of such data, although so far as possible, we have checked and/or verified the same and believe it to be accurate.
15. Possession of this Report, or copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by anyone except for the client without the prior written consent of the client and in any event, only in it's entirely and with proper qualification.

16. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the author excepting appropriate Freedom of Information Act requests.
17. Acceptance of, and/or use of, this Report constitutes acceptance of the above conditions and assumptions.

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APPENDIX B:

Financial Models



PROJECT MARKET (JUST) VALUES

	<u>Units</u>	<u>Sq Ft</u>	<u>Market Value</u>	<u>Value/SF</u>
Land Area		635,540	\$ 9,900,000	15.50
FAR (Gross)		0.68		
Structure and Building area				
Residential	300	362,100	\$ 70,700,000	\$ 195.25
Commercial (Retail and Office)		7,000	1,100,000	157.14
Other:				
Other area and special features		65,900	3,300,000	50.00
Structured Parking	-	-	-	-
Subtotal other structure and building area		65,900	\$ 3,300,000	50.08
Total Real Property		435,000	\$ 85,000,000	\$ 195.40
Tangible Property	2%		1,700,000	
Total Value			\$ 86,700,000	
Real Property Market Value per acre			\$ 5,825,908	

5/15/2023

PROJECT INCREMENTAL TAX CALCULATION		<u>Current (Base)</u>	<u>New Program</u>	<u>Total Increment</u>
Real and Tangible Property Values				
Total Market (Just) Values		\$ 98,142	\$ 86,700,000	\$ 86,601,858
(less) Limits/Exemptions		-	-	-
Total Taxable Values		\$ 98,142	\$ 86,700,000	\$ 86,601,858
County and City Taxes	Rate			
Orange County	4.4347 mils	\$ 435	\$ 384,488	\$ 384,053
City of Ocoee	4.9500 mils	486	429,165	428,679
Downtown Development	- mils	-	-	-
Other County	- mils	-	-	-
TOTAL AD VALOREM		\$ 921	\$ 813,653	\$ 812,732
TOTAL @ 95%			\$ 772,971	\$ 772,096

5/15/2023

PROJECT ANNUAL INCREMENTAL TAXES

			Total Tax Increment	Total Tax Increment	
	Current (Base)	Total Program		Low	High
CAGR=		1.5%			
Year					
2024	\$ 921	\$ 780,000	\$ 779,079	\$ 750,000	\$ 810,000
2025	921	790,000	789,079	760,000	820,000
2026	921	800,000	799,079	770,000	830,000
2027	921	810,000	809,079	780,000	840,000
2028	921	820,000	819,079	780,000	860,000
2029	921	830,000	829,079	790,000	870,000
2030	921	840,000	839,079	800,000	880,000
2031	921	850,000	849,079	810,000	890,000
2032	921	860,000	859,079	810,000	910,000
2033	921	870,000	869,079	820,000	920,000
2034	921	880,000	879,079	830,000	930,000
2035	921	890,000	889,079	840,000	950,000
2036	921	900,000	899,079	840,000	960,000
2037	921	910,000	909,079	850,000	970,000
2038	921	920,000	919,079	860,000	990,000
2039	921	930,000	929,079	860,000	1,000,000
2040	921	940,000	939,079	870,000	1,010,000
2041	921	950,000	949,079	880,000	1,020,000
2042	921	960,000	959,079	890,000	1,040,000
2043	921	970,000	969,079	890,000	1,050,000
2044	921	980,000	979,079	900,000	1,070,000
2045	921	990,000	989,079	910,000	1,080,000
2046	921	1,000,000	999,079	910,000	1,090,000
2024-2046			\$ 20,448,816	\$ 19,200,000	\$ 21,790,000
2024-2036			\$ 10,908,027	\$ 10,380,000	\$ 11,470,000



Meeting Date: June 6, 2023
Item #: 13

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Robert Frank

Subject: Ocoee Christmas Parade. (Parks and Recreation Director Johnson)

Background Summary:

The Ocoee Christmas Parade was an annual event organized by the Ocoee Lions Club on the first Saturday of December. The Ocoee Lions Club staffed the event and managed all aspects of the parade from registration, approval of participants, route, permitting, load-in, broadcasting, and load-out. In 2020, COVID restrictions canceled the parade, and since that time, the Ocoee Lions Club has seen a decline in membership, causing them to no longer be able to organize the parade. Parks and Recreation currently hosts a Breakfast with Santa in the morning, and the Holiday Jolly Jamboree event in the evening on the second Saturday of each December, utilizing all department staff for those events. Organizing the Ocoee Christmas Parade, which would need to be scheduled for the afternoon on the first Saturday of December due to the City of Winter Garden permanently setting their Christmas Parade for 10am that weekend, would require utilizing all department staff two consecutive weekends, impacting other services provided by Parks and Recreation during that time. These events also require road closers through the downtown area, and could impact businesses accordingly. At the May 16, 2023 Commission Meeting, the Commission directed staff to bring back discussion of the Christmas Parade to the June 6th Commission meeting.

Issue:

Should the Honorable Mayor and City Commissioners approve staff to re-establish the Christmas Parade on December 2, 2023, and then continue the tradition the first Saturday of December in future years?

Recommendations:

Staff requests direction from the Honorable Mayor and City Commissioners on the re-establishment of the Ocoee Christmas Parade with staff overseeing all aspects of the operation.

Attachments:

None

Financial Impacts:

General Budget FY 23/24

Type of Item: Regular