



# OCOEE CITY COMMISSION

Ocoee Commission Chambers  
1 N. Bluford Avenue  
Ocoee, Florida

September 19, 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

2023 Hispanic Heritage Month

Presentation of Accreditation Plaque to the Ocoee Fire Department by Program Manager for the Commission on Fire Accreditation International (CFAI), Fire Chief Jim White

#### • STAFF REPORTS AND AGENDA REVIEW

#### • PUBLIC COMMENTS

#### • CONSENT AGENDA

Matters listed under the consent agenda are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items unless discussion is desired by a member of the commission, 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 August 15, 2023, and Budget Workshop Meeting held August 16, 2023. **(City Clerk Sibbitt)**
2. Approval of Ratification of the Ocoee Professional Firefighters Union, I.A.F.F. Local 3623 Collective Bargaining Agreements with the City. **(Assistant City Manager Shadrix)**
3. Approval of Foreclosure of 1 Taylor Street Code Enforcement Lien. **(Attorney Solik)**
4. Approval of Fourth Amendment to the Development Agreement and Amended Escrow Agreement for Arden Park to Provide Funding for Lennar Homes to Facilitate the Widening of Clarke Road. **(Development Services Director Rumer)**
5. Approval of Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Escrow Agreement with Heartland Dental. **(Development Engineer Keaton)**
6. Approval of Fountains West Commons Replat (LS-2023-002). **(Development Engineer Keaton)**
7. Approval of Retirement and Transfer of Ownership of Canine Nitro. **(Police Chief Plasencia)**
8. Approval of Federal Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. **(Police Chief Plasencia)**

9. Approval of Victims of Crime Act Grant; VOCA-C-2023-Ocoee Police Department - 00247. **(Police Chief Plasencia)**
10. Approval to Donate State Forfeiture Monies to Organizations Supporting Law Enforcement. **(Police Chief Plasencia)**
11. Approval to Install a Backup Electrical Feed at the Wastewater Treatment Plant and Approve Duke Energy as the Sole Source for Electrical Service. **(Utilities Director Croteau)**
12. Approval of Amendment No. 1 for CPH to Provide Design Services for the Ocoee Wastewater Plant Electrical Upgrade. **(Utilities Director Croteau)**
13. Notification of Emergency Increase to Purchase Order for Engineered Spray Solutions per Emergency Notification – Section 21.6, Chapter 21, City of Ocoee Code of Ordinances. **(Utilities Director Croteau)**

• **FIRST READING OF ORDINANCE**

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

• **PUBLIC HEARING**

14. Howard Meadows Large Scale Preliminary Subdivision Plan (PSP) LS-2023-016. **(Zoning Manager Whitfield)**

• **REGULAR AGENDA**

15. Discussion on Road Closures in the Downtown for Special Events Due to Downtown Infrastructure Work. **(Development Services Director Rumer)**

• **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,** each year, Americans observe National Hispanic Heritage Month by celebrating the history, culture and traditions of people whose ancestry can be traced to Spain, Mexico, Central America, South America and the Caribbean islands; and
- WHEREAS,** this observance celebrates the achievements of Hispanic Americans in the arts, education, entertainment, government, history, law, literature, medicine, the military, music, politics, science and other endeavors; and
- WHEREAS,** the United States first observed what was then National Hispanic Heritage Week in 1968 under President Lyndon Johnson, calling upon public officials, educators, librarians and all of the people of the United States to observe this time with ceremonies, activities and programs; and
- WHEREAS,** Hispanics make up 22 percent of the City of Ocoee's population have enriched and shaped our community for generations; and
- WHEREAS,** Hispanics continue to make significant and diverse contributions to the cultural, educational, economic and political vitality of the City of Ocoee.
- NOW, THEREFORE, BE IT RESOLVED,** the Ocoee City Commission does hereby proclaim September 15th – October 15th, 2023, as

## **HISPANIC HERITAGE MONTH**

and encourage all residents to honor the rich diversity of the Hispanic community and celebrate the many ways they contribute to our nation and society.

**IN WITNESS WHEREOF, I hereunto have  
Set my hand and caused the Seal of the  
City of Ocoee, Florida to be affixed this  
19<sup>th</sup> day of September, 2023.**

***Rusty Johnson, Mayor***

  
**MINUTES**  
**OCOEE CITY COMMISSION**  
**AUGUST 15, 2023**

**REGULAR CITY COMMISSION MEETING**

• **CALL TO ORDER 6:15 PM**

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

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

**Absent:** Commissioner Wilsen

**Also Present:** City Manager Frank, City Attorney Geller, Fishback Dominick Attorney Kurt Ardaman, City Clerk Sibbitt

• **PRESENTATIONS AND PROCLAMATIONS 6:16 PM**

**Proclamation for 9/11 Remembrance** was read and proclaimed by **Mayor Johnson**.

**Proclamation for 2023 National Assisted Living Week, September 10-16**, was proclaimed by **Mayor Johnson**.

**Presentation of Charter Review Timeline – City Attorney Geller** outlined the timeline to the City Commission and explained three proposed options. He noted that this evening was the last scheduled public meeting where the public could provide comments, and encouraged allowing them to address the Commission. He then read the eleven (11) proposed charter questions aloud. **Mayor Johnson** recognized the Charter Review Commission (CRC) members and invited the public to come forward with any comments. No speaker forms were received. **Mayor Johnson** turned to the Commission for comments. **City Attorney Geller** noted that the Commission had made comments at the previous City Commission meeting and explained that the CRC would consider those comments.

**Motion: Move to accept this evening as the final date to submit comments and recommendations to the CRC; and further, submit the recommendations provided by the City Commission at the August 1, 2023, Regular City Commission Meeting without additional comments to the CRC. Moved by Commissioner Kennedy, second by Commissioner Hart; Motion carried 4-0 with Commissioner Wilsen absent.**

• **STAFF REPORTS AND AGENDA REVIEW 6:26 PM**

**City Manager Frank** announced before them is the following:

**Emergency Item** - Approval of Additional Funds from Transportation Impact Fees to Provide the Required Funding for Lennar Homes to Facilitate the Widening of Clarke Road - District #4, Ages Hart. **(Public Works Director Krug)**



**City Manager Frank** explained the emergency item related to the Third Amendment to the Development Agreement for Arden Park and the funds that will need to be allocated to begin the Clarke Road Widening Project.

**Motion: Move to approve Emergency Item to allow additional funds from Transportation Impact Fees to provide the required funding for Lennar Homes to facilitate the widening of Clarke Road, per staff's recommendations; Moved by Commissioner Firstner, seconded by Commissioner Hart; Motion carried 4-0 with Commissioner Wilsen absent.**

• **PUBLIC COMMENTS 6:28 PM**

The following persons addressed the City Commission:

- **Bill Maxwell**, *Ocoee Resident and Police and Fire Trustee Pension Board Member*, introduced himself and commented on the need to appoint a Trustee to the Ocoee Police and Fire Trustee Pension Board. He expressed concerns about filling the position in a timely and cost-efficient manner due to the restrictions placed on the Board by the residency provision and asked the Commission to consider a variance to the City Ordinance.

**City Manager Frank** expressed concerns and recommended having the City Attorney review the ordinance and provide direction.

**Consensus of the City Commission was to direct staff to place this item on the September 19, 2023, Regular City Commission Agenda.**

- **Kellie Beck**, *Ocoee Resident*, noted Item #4 on the Consent Agenda and expressed concerns she and her community have concerning the Magnolia Reserve Townhome Large Scale Final Subdivision Plan. She requested multiple changes before approving the final site plan.

**Development Services Director Rumer** noted her concerns and asked to pull Item #4 from the Consent Agenda to allow staff time to work amicably with all involved.

**Mayor Johnson** inquired about the traffic light at West Road and Fountains West Blvd. **City Manager Frank** and **Development Services Director Rumer** addressed his concerns.

**Commissioner Kennedy** thanked the residents for bringing forth their concerns and also requested pulling Item #4 from the Consent Agenda.

• **CONSENT AGENDA 6:44 PM**

**Consent Agenda Motion**

**Motion: Move to adopt the Consent Agenda Item #1-12 with Item #4 being pulled and Item #11 being pulled for discussion and separate consideration.**

**Moved by Commissioner Kennedy, seconded by Commissioner Hart; Motion carried 4-0 with Commissioner Wilsen absent.**

1. Approval of Minutes from the Workshop and Regular City Commission Meetings held August 1, 2023. **(City Clerk Sibbitt)**
2. Approval of the 2024 Holiday Schedule and Canceling Four (4) Scheduled Meeting Dates. **(City Clerk Sibbitt)**
3. Approval of Ocoee Crown Point PUD Conservation Easement Agreement Related to Phase 2A&2B of Preserve at Crown Point PUD. **(Development Services Director Rumer)**
4. Approval of Magnolia Reserve Townhome Large Scale Final Subdivision Plan (LS- 2022-016). **(Zoning Manager Whitfield)**

**Item #4 was pulled and will be brought back to a future meeting.**

5. Approval to Piggyback on Collier County's Contract for Direct Mailing Services Including Utility Bill Printing and Mailing and other Publications. **(Finance Director Roberts)**
6. Approval of the Certification of Non-Ad Valorem Assessment Roll for Solid Waste Inclusion on the Orange County Tax Roll for FY 23/24. **(Public Works Director Krug)**
7. Approval of the Certification of Non-Ad Valorem Assessment Roll for Stormwater Inclusion on the Orange County Tax Roll for FY 23/24. **(Public Works Director Krug)**
8. Approval of the Annual Fire Protection Special Assessment Resolution and Certification of Non-Ad Valorem Assessment Tax Roll for FY 23/24. **(Support Services Director Gaines)**
9. Approval of Access and Utilities Easement with Silvestri Investments of Florida, Inc. **(Utilities Director Croteau)**
10. Approval to Piggyback Sourcewell Cooperative Purchasing Contract to Replace the Generator at the City of Ocoee Wastewater Treatment Plant. **(Utilities Director Croteau)**

11. Approval of RFQ #23-004 Construction Manager at Risk for Floral Street Water, Sewer, and Road Reconstruction; Guaranteed Maximum Price Contract Authorization. **(Utilities Director Croteau)**

**City Attorney Geller** expressed concerns with the language in the contract/proposal. **Utilities Director Croteau** addressed his concerns and advised that the attachment is a proposal and will not be executed as there is already a signed contract with the City. She further explained that staff will be sure that any amendments to the contract will include the modifications and confirmation that in the event of a suit, it will be handled in Orange County, as recommended.

**Motion: Move to approve RFQ#23-004 Construction Manager at Risk for Floral Street Water, Sewer, and Road Reconstruction, subject to the condition that in the event of a suit, it will be handled in Orange County. Moved by Commissioner Kennedy, seconded by Commissioner Hart; Motion carried 4-0 with Commissioner Wilsen absent.**

12. Notification of an Emergency Purchase of a new Weir Gate with Veolia Water Technologies in accordance with Section 21.6 of the City of Ocoee Code of Ordinances. **(Utilities Director Croteau)**

• **FIRST READING OF ORDINANCE** - *None*

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 6:48 PM**

13. Second Reading of Ordinance for Flores Property at 2121 Lauren Beth Avenue - Annexation & Rezoning from Orange County A-1 to City of Ocoee R-1 (AX-05-23-05 & RZ-23-05-05). **(Zoning Manager Whitfield)**

**City Attorney Geller** read the titles of the ordinances.

*The public hearing was opened. As no speaker forms were received, the public hearing was closed.*

**Zoning Manager Whitfield** presented a brief overview of the proposed annexation and rezoning which is approximately 0.97 acres, contains one (1) single-family dwelling, and is located at 2121 Lauren Beth Avenue. The property is located within the Ocoee-Orange County Joint Planning Area (JPA). The annexation is consistent with the Future Land Use Element (FLUE). The property owner has requested water service from the City, which will become available upon the completion of the construction of the Reserve at Lake Meadow development, which surrounds this parcel.

Annexation Ordinance:

**Motion: Move to adopt Ordinance No. 2023-14, Flores Property at 2121 Lauren Beth Avenue Annexation (AX-05-23-05), subject to staff's recommendations; Moved by Commissioner Kennedy, seconded by Commissioner Hart; Motion carried 4-0 with Commissioner Wilsen absent.**

Rezoning Ordinance:

**Motion: Move to adopt Ordinance No. 2023-15, Flores Property at 2121 Lauren Beth Avenue Rezoning from Orange County A-1 to City of Ocoee R-1 (RZ-23-05-05), subject to staff's recommendations; Moved by Commissioner Kennedy, seconded by Commissioner Hart; Motion carried 4-0 with Commissioner Wilsen absent.**

• **PUBLIC HEARING 6:53 PM**

**14. Covington Oaks Large Scale Preliminary Subdivision Plan (LS-2023-001).  
(Zoning Manager Whitfield)**

**Zoning Manager Whitfield** presented a brief overview of the subject property which is approximately 9.94 acres in size and located at 8667 A.D. Mims Road. There currently is one single-family residence and a few scattered surface waters in the northern portion of the property. **Zoning Manager Whitfield** detailed the Covington Oaks Large Scale Preliminary Subdivision Plan to include lot sizes, easements, and utility accommodations. She further stated staff recommends approval subject to the conditions recommended by the Development Review Committee (DRC) and Planning and Zoning Commission (PZC).

*The public hearing was opened. As no speaker forms were received, the public hearing was closed.*

**Motion: Move to approve the Covington Oaks Large Scale Preliminary Subdivision Plan (LS-2023-001), subject to staff's recommendations; Moved by Commissioner Firstner, seconded by Commissioner Hart; Motion carried 4-0 with Commissioner Wilsen absent.**

**15. Public Hearing to Adopt the Annual Code Enforcement Abatement Assessment Resolution to Certify the FY 2024 Non-Ad Valorem Assessment Tax Roll for Abatement Cost Recovery. (Support Services Director Gaines)**

**Support Services Director Gaines** briefed the City Commission on the collection of abatement costs utilizing the special assessment process.

**City Attorney Geller** read the title of the resolution.

*The public hearing was opened. As no speaker forms were received, the public hearing was closed.*

**Motion: Move to Adopt the Annual Code Enforcement Abatement Assessment Resolution and Certify the Fiscal Year 2024 Non-Ad Valorem Assessment Tax Roll for Abatement Cost Recovery; Moved by Commissioner Kennedy, seconded by Commissioner Hart; Motion carried 4-0 with Commissioner Wilsen absent.**

• **REGULAR AGENDA 7:01 PM**

16. Discussion and Direction Regarding the 100-Year Anniversary of Ocoee Becoming a Township. **(Assistant City Manager Shadrix)**

**Assistant City Manager Shadrix** summarized the history of the township of Ocoee which was established in November 1923, and noted in May 1925 the City of Ocoee was established; and further, requested the City Commission's feedback on which direction they would like to proceed with an event commemorating the 100th anniversary of Ocoee.

**Commissioner Kennedy** inquired as to what City staff would suggest as an event. **Assistant City Manager Shadrix** addressed his question and recommended that a subtle event be held in 2023 for the 1923 designation, and a bigger celebration be held in 2025 to recognize the establishment of the City. **City Manager Frank** shared the recommendation he received from Commissioner Wilsen, and a brief discussion ensued. **City Manager Frank** further advised the City Commission to think about a proposed budget amount they would like to discuss at the Budget Workshop.

• **COMMENTS FROM COMMISSIONERS 7:06 PM**

**Commissioner Firstner – Commented on the following:**

- 1) Announced the start of school and asked residents to pay attention as they navigate through the City.
- 2) Noted the extremely high temperatures and reminded residents to be cautious and stay hydrated.

**Commissioner Hart – Commented on the following:**

- 1) Reiterated the importance of being careful due to the heat.
- 2) Expressed disappointment and explained that the Human Relations Diversity Board (HRDB) was scheduled to meet last week, however, due to a lack of a quorum they could not hold that meeting. He then addressed comments made by the public and assured all citizens that the Commission strongly supports diversity and the teaching of the events that took place in history.
- 3) Voiced his love for the City and thanked the community for the opportunity to serve.
- 4) Encouraged citizens to contact him with any concerns they have.
- 5) Asked the community to be patient with each other, and enjoy the wonderful City we all call home.

**Commissioner Kennedy – Commented on the following:**

- 1) Agreed with Commissioner Hart about the HRDB Board, and thanked him for his comment.
- 2) Shared that he has been persistent with staff on traffic issues in District 1, noted progress on North Lakewood, and shared that after this section opens staff will access the new traffic patterns and move forward on resolving issues on Adair Street.

**Mayor Johnson – Commented on the following:**

- 1) Spoke about the HRDB Board and its 20+ year history, noting that it is the only diversity board in Orange County. Expressed the City's desire to overcome the obstacles and encouraged interested residents to apply.
- 2) Inquired about light displays for the upcoming holiday season. **City Manager Frank** addressed his questions.
- 3) Shared multiple complaints he has received regarding Ocoee Elementary and Ocoee Middle School traffic issues. **City Manager Frank** addressed his concerns.
- 4) Recognized and thanked the citizens who attended tonight's meeting regarding Consent Agenda Item #4, and noted the outstanding execution of their presentation.
- 5) Thanked the City's new attorney firm, Fishback Dominick.
- 6) Announced the next City Commission meeting is scheduled for September 19, 2023.

• **ADJOURNMENT 7:16 PM**

The meeting adjourned at 7:16 PM

**APPROVED:**

**Attest:**

**City of Ocoee**

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**Melanie Sibbitt, City Clerk**

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**Rusty Johnson, Mayor**



**MINUTES**  
**OCOEE CITY COMMISSION**  
**AUGUST 16, 2023**

**BUDGET WORKSHOP**

• **CALL TO ORDER**

**Mayor Johnson** called the workshop to order at 6:00 PM in the Commission Chambers of City Hall. The invocation was led by **Brad Lomneck**, *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Mayor Johnson**. **City Clerk Sibbitt** called the roll and declared a quorum present.

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

**Absent:** Commissioner Wilsen and Commissioner Hart

**Also Present:** City Manager Frank, Finance Director Roberts, Chief Accountant Hovanec, Accountant Meruena, and City Clerk Sibbitt

• **FISCAL YEAR 2023/2024 BUDGET OVERVIEW**

**Finance Director Roberts** informed the City Commission of two handouts before them, one provided changes since publication, and the other were pages that were unintentionally omitted from the budget books.

She announced the millage rate and the percentage increase over the rollback rate and provided the ad valorem revenue.

• **DISCUSSION**

**Mayor Johnson** opened the floor for questions from the City Commission.

**Commissioner Firstner** shared he has no comments for the budget, and is happy with what is being proposed.

**Mayor Johnson** shared he knows that there is a proposed increase of 4.5% for cost of living, and asked if it could be changed to 5% without increasing the millage rate. **City Manager Frank** addressed his question, and explained there were funds put into contingency in case there were any proposed changes. **Finance Director Roberts** confirmed that the millage rate can retain at 4.9500 mills with the change being requested. **Mayor Johnson** further commented on some cutbacks he will like to discuss related to the \$10,000 in Youth Council contract.

**Commissioner Kennedy** inquired about the CRA Study Funding and about the status of updating the reports and documents for the CRA. **Deputy Development Services Director/CRA Administrator Corless** addressed his questions and explained that professional services funds in this fiscal year are covering those updates and expansions. She provided further explanation on development services funds for downtown. **Commissioner Kennedy** inquired if the master developer funding was included in the funds she referenced. **Assistant City Manager Shadrix** addressed his question, and explained information will be brought before the City Commission on this topic at a future time. He briefly summarized the process and shared that funding has not been budgeted at this time.

**Commissioner Kennedy** inquired about the AED heart stations for the parks. **City Manager Frank** addressed his question, and shared with their current pilot program the City Commission by consensus can provide staff with a number for additional stations. **Consensus of the City Commission was to budget for four (4) additional AED heart stations.**

**Commissioner Kennedy** inquired if the Youth Council Coordinator was in attendance. He further summarized a discussion he had with the Youth Council Coordinator on creating a scholarship criterion, and inquired if the City Manager had received any information. He further requested reallocation of the \$10,000 budgeted for the Youth Council contract to go toward scholarships and travel, and for a scholarship program to be established. He expressed his concerns with the paid position for the Youth Council Coordinator, and encouraged each department director to consider mentoring a Youth Council member. Brief discussion ensued on seeking volunteers to assist, and reallocating the funds. **After discussion, consensus of the City Commission was to move the \$10,000 allocated for the Youth Council Coordinator into contingency funds.**

**Commissioner Kennedy** voiced the need of speed limit signs on Ingram Road, and further inquired if the City's portion of the traffic light on Ingram Road was funded. **Public Works Director Krug** addressed his question. Brief discussion ensued on using impact fees to fund, if needed. **Public Works Director Krug** advised he would look at the interlocal agreement for that signal. **Commissioner Kennedy** inquired about the Fountains West signal. **Development Services Director Rumer** summarized the discussion he had with Orange County, and explained the mitigation funding that could be used toward that signal. A brief discussion ensued on radar speed limit signs on Clarcona Ocoee Road, and Public Works Director Krug provided a response on the County's plans.

**Commissioner Kennedy** inquired about the Crown Point Reserve park and if funding could be added. **Development Services Director Rumer** advised it could be added to the Capital Improvement Plan. Brief discussion ensued.

**Commissioner Kennedy** inquired about the Parks and Recreation Event Marketing position, and funding for a July 4<sup>th</sup> event. **Parks and Recreation Director Johnson** addressed his questions.

**Commissioner Kennedy** expressed concerns with the City's website and inquired if there is a revamping of the website planned. **City Manager Frank** addressed his question, and advised it is a costly project. **Assistant City Manager Shadrix** explained this is a topic of discussion with staff, and there is a need to put a plan in place after identifying goals. **Commissioner Kennedy** shared some issues he experienced with the website, and changes he would like to see considered. Brief discussion ensued on merchant fees charged when paying utility bills online. **Mayor Johnson** inquired if the Finance Department could reach out to other local cities to see how they are handling convenience fees.



**Commissioner Kennedy** inquired if the Ocoee-Apopka Road Project needs funding for a study. **Assistant City Manager Shadrix** addressed his question. **Commissioner Kennedy** inquired if they are at a point of completing all of the contracts related to the ARPA projects. **Utilities Director Croteau** addressed his question, and advised they plan on being completed with all projects by end of 2025.

**Mayor Johnson** inquired about adding four (4) pickleball courts if it will not affect the millage rate. **City Manager Frank** shared they can look at the costs and determine location. A brief discussion ensued on using recreation impact fees for this request.

**Commissioner Kennedy** commented on maintaining their Discretionary Fund, but expressed that he does not agree with purchasing signs from that line item. He further commented on spousal travel, and inquired if that was removed. **City Manager Frank** shared that it is not a large budgetary item so the City Commission has the discretion to change the resolution at any time, should they like to incorporate spousal travel back in.

**Commissioner Firstner** commented that he has personally spoken with staff on items he wanted to see in the budget, and they have incorporated his requests. He further inquired about the emergency traffic signal on Maguire Road. **Public Works Director Krug** addressed his question.

**Mayor Johnson** inquired about the paving and concrete projects. **Public Works Director Krug** addressed his question. **Mayor Johnson** expressed the need to start with the older sections of the City before starting in newer sections of the City.

**Mayor Johnson** commented on the Christmas Jamboree, and asked if they can dress up the entrance of City Hall. He inquired if the vendor information he forwarded was received. **City Manager Frank** addressed his question, and advised the information was received.

**Commissioner Firstner** inquired about the funding for the City's 100-year recognition celebration for this year. Discussion ensued and it was decided to budget up to \$50,000.

**Mayor Johnson** commented on the budget and thanked staff for their role in keeping the millage rate down for the residents.

**Mayor Johnson** inquired if there were any changes in the employees' health insurance. **City Manager Frank** addressed his question, and advised there are no proposed changes.

**Finance Director Roberts** summarized that the following are the proposed changes that were discussed this evening:

- Addition of .5% to salaries
- Reallocation of the \$10,000 from Youth Council to be placed in Contingency Funds for scholarships and Youth Council travel
- Request of up to \$50,000 for the City's 100-year recognition celebration
- Addition of Crown Point Reserve Park into Capital Improvement Plan – no additional budgeted funds needed
- Pickleball courts to be covered under recreational impact fees

**Mayor Johnson** shared that the next Budget Workshop is not needed; therefore, the next budget meeting is the Tentative Budget Public Hearing scheduled for September 13<sup>th</sup>.

• **ADJOURNMENT**

The meeting adjourned at 6:45 PM.

**APPROVED:**

**Attest:**

**City of Ocoee**

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**Melanie Sibbitt, City Clerk**

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**Rusty Johnson, Mayor**



Meeting Date: September 19, 2023  
Item #: 2

Contact Name: Craig Shadrix  
Contact Number: Ext. 6434

Department Director: Craig Shadrix  
City Manager: Robert Frank

**Subject: Approval of Ratification of the Ocoee Professional Firefighters Union, I.A.F.F. Local 3623 Collective Bargaining Agreements with the City. (Assistant City Manager Shadrix)**

### **Background Summary:**

The Ocoee Professional Firefighters Union, I.A.F.F. Local 3623 and the City have reached a tentative agreement on the Collective Bargaining Agreement covering Fiscal Year 23-24. This agreement, which covers Firefighters, Engineers, and Fire Lieutenants, must be ratified by both the fire-rescue bargaining unit employees and the City Commission to be effective. The fire-rescue bargaining unit employees have voted to ratify the Collective Bargaining Agreement. The City Commission is being requested to ratify the Collective Bargaining Agreement as well.

### **Issue:**

The City Commission is required to vote on whether to ratify the Collective Bargaining Agreement that was ratified by the fire-rescue bargaining unit employees. The Commission is prohibited from amending any of the terms of the Collective Bargaining Agreement.

### **Recommendations:**

It is the recommendation of staff that the Honorable Mayor and City Commissioners vote to ratify and approve the Collective Bargaining Agreement.

### **Attachments:**

1. Final Draft Contract 2023-2026

### **Financial Impacts:**

The contract provides for an industry-based competitive adjustment for the first year, whereby each member was placed on a matrix based on time in grade and overall, to address compression and discrepancies within and among subgroups of members. Therefore, the first-year wage increases vary percentage-wise. Unit members will receive a flat 3% increase for years 2 and 3 of the contract. Additionally, the contract provides for a career progression program that incentivizes education and training, as well as an increase of the paramedic incentive increase to \$10,000 for years 2 and 3 of the contract. These fiscal impacts are accounted for in the proposed fiscal year 23/24 budget.

**Type of Item:** Consent





**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**IAFF, LOCAL 3623**

**AND**

**CITY OF OCOEE**

**Fiscal Years 2023-2024, 2024-2025, and 2025-2026**

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## **ARTICLE I: RECOGNITION AND INTENT**

### **Section 1.1: Parties.**

This Agreement (hereinafter "Agreement," "CBA" or "Contract") is entered into by and between the City of Ocoee (hereinafter, "Employer") and the City of Ocoee Professional Firefighters Union, I.A.F.F. Local #3623 (hereinafter, "the Union").

### **Section 1.2: Recognition.**

The City hereby recognizes the Union as the exclusive bargaining representative for all regular full-time employees in the units certified by the Public Employees Relations Commission (PERC) certification number 1136 and number 1350.

The following positions are currently included in the PERC certification:

1. All full and regular part-time certified Firefighters and Engineers
2. All Full time Fire Lieutenants and Fire Inspectors

### **Section 1.3: Entire Agreement.**

This Agreement constitutes the entire Agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by authorized representatives of both parties, and supersedes any and all previous agreements and understandings between the parties, either written or orally.

**Section 1.4: Effect of Laws and Ordinances.**

Nothing in this Agreement shall require either party to act in violation of any federal or state law or city ordinances and regulations, which shall take precedence when inconsistent with Agreement. In the event that any of the provisions of this Agreement shall be held in violation of any federal or state law or city ordinances as applied to this specific Agreement, such determinations shall not in any way affect the remaining provisions of this Agreement, unless otherwise provided by law.

**Section 1.5: Purpose.**

It is contemplated that this Agreement will ensure that members of the bargaining unit will at all times be responsible to and make every effort to carry forward the legitimate activities and functions of the Department with alacrity and dispatch, and will accept and promptly execute all lawful orders and instructions given to them, and by defining the City obligations to the Union and members of the bargaining unit, thus avoiding disputes due to misunderstandings; as well as providing a procedure for resolution of any claims that this collective bargaining agreement has been violated.

## **ARTICLE II:        DECLARATION OF PRINCIPLES**

### **Section 2.1: Union Activities.**

City employees shall have the right to be represented by an employee organization of their own choosing or to refrain from doing so in accordance with Florida Statutes Chapter 447.

### **Section 2.2: Non-Discrimination.**

A.     There shall be no illegal discrimination against any employee in examination, training, promotion, retention, or any other personnel action because of race, color, creed, sex, sexual status, religion, age, national origin, political affiliation, marital status, or legally recognized disability.

B.     Employees with a legally recognized disability, who are otherwise qualified, will be provided reasonable accommodation as determined by the City to fulfill the essential functions of their job so long as such accommodation does not constitute an undue hardship to the City.

C.     There shall be no discrimination against any employee covered by this Agreement because of membership, non-membership or office held in the Union.

### **ARTICLE III: UNION SECURITY AND CHECKOFF**

#### **Section 3.1: Dues.**

The Employer will deduct bi-weekly Union dues from the paychecks of those Unit employees who authorize such deduction in writing in the manner allowed by law.

Deductions will begin the second pay period after the Employer receives such written authorization. No deduction shall be allowed for payment of initiation fees, assessment or fines.

#### **Section 3.2: Amount.**

The Union will notify the City Director of Human Resources (hereinafter “HRD”) as to the amount of dues. This notice must state the biweekly amount in dollars and cents for each individual member. Such notification will be certified to the HRD in writing over the signature of an authorized officer of the Union at least thirty (30) calendar days in advance of the effective date of such change. The City shall charge the deduction as soon as practically consistent with its normal bookkeeping procedures, but no less than thirty (30) days after the change is certified to the HRD, so long as the certification is legally sufficient.

#### **Section 3.3: Remittance.**

With written instructions provided by the Union and a written authorization from the employee acceptable to the City, the City will direct deposit Union members’ dues to the Union’s account, provided the Union pays the same administrative cost for direct deposits that each non-charitable organization are charged for direct deposit by the

City. Direct deposits will cease upon written notice, next payroll following written notice from the employee of same.

**Section 3.4: Recourse.**

If there is an amount deducted in excess of what is authorized by the employee, the City will reimburse the employee provided a timely grievance is filed if the excess deduction was made as a result of a mistake by the City; otherwise, the employee shall have recourse only against the Union.

**Section 3.5: Minimum Pay.**

No deduction shall be made from the pay of any payroll period in which the employee's net earnings for that payroll period, after other authorized or legally required deductions, are less than the amount of dues to be checked off.

**Section 3.6: Withdrawal.**

Any member can stop payroll deduction by giving written notice to the Public Employer and the Union. The Employer shall stop the deductions thirty (30) days after receipt of written notice from the employee.

**Section 3.7: Indemnity.**

The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, or suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the City on account of payroll deductions of Union dues.

## **ARTICLE IV:        UNION BUSINESS**

### **Section 4.1: Representation and Notice.**

The Union shall be represented by its President. The Union shall notify the HRD in writing of the names of its President, as well as any designated substitute for the President to serve as the Union representative in the President's absence. The City is not required to deal with anyone as a representative of the Union except its President or, in his/her absence, his/her designee identified by the Union President in writing. The City will deal with only one (1) representative of the Union with respect to each matter or grievance raised.

### **Section 4.2: Activities.**

The Union President, or his designee, shall carry out their activities on behalf of the Union, including investigating or settling grievances, after 5:00 p.m., except in cases of emergencies the Union President, or his/her designee, with prior permission from the Chief, or his designee, may engage in such activities prior to 5:00 p.m., so long as there is no interference with the work activities of employees or the mission of the Department. When the Union President, or his/her designee, is engaging in such activities while on duty, there shall be no loss of pay. When the Union President, or his/her designee, is engaging in such activities when they are off duty, they shall not be entitled to pay.

#### **Section 4.3: Time.**

It is expected that the investigation and processing of grievances, by the Union President, or his/her designee, to the extent that the time of unit employees is required, will occur during the off-duty time of those involved.

#### **Section 4.4: Visitation.**

The Chief, or his/her designee, shall permit one authorized non-employee Business Agent of the Union reasonable access to the Fire Stations to handle grievances arising under this Agreement prior to 5:00 p.m., provided that such visits do not disrupt routine operations as determined by the Chief, or his/her designee. The Business Agent designed to have access to the Department shall first obtain the permission from the Chief, or his designee before coming into any working area, and may, at the option of the Chief, or his/her designee, be accompanied by a managerial employee in the event the Union agent needs to visit a particular area of a station. The Business Agent will not in any way interfere with the work of employees or the operations of the Department. If, during a visit, the Business Agent wishes to have a private conversation with an employee, the Chief, or his/her designee, will allow the same consistent with his/her determination of operational needs. If the Union Business Agent needs access prior to 5:00 p.m., he shall obtain permission from the Chief, or his/her designee, which permission will not be denied unreasonably. During any such visit, the Business Agent shall not interfere with the work or the operations of the Department.



#### **Section 4.5: Solicitation and Distribution.**

Except as modified by this Agreement, the Union, its members, agents, representatives and all persons acting on its behalf, including the Employer's employees covered by this Agreement, are strictly prohibited by law and this Agreement from soliciting any of the Employer's employees, for Union purposes, during the work time of any employee involved, and from distributing Union literature in any work area at any time. It is understood and agreed that any employee who violates either of these prohibitions is subject to discipline. ("Work time" is any time, exclusive of breaks, reduced activity, 1-hour new hire orientation, or mealtime during the hours of a shift.)

#### **Section 4.6: Time-Off Without Loss of Pay.**

With respect to disciplinary proceedings under the City Personnel Rules and Regulations (hereinafter "PRR") or this Agreement, bargaining unit employees who participate in such proceeding, including an employee representative of the employee, if any, shall be treated the same as all other City employees with respect to time off and pay. With respect to contract negotiations between the Union and the City Manager, the Union President or designee plus one (1) CBA Committee member (or as many members as agreed upon by the City Manager or his/her designee) shall not lose any pay for the work hours spent participating in such contract negotiations. Members of the union bargaining team may not accept an overtime assignment during an already scheduled negotiation time; named committee members will be granted exemption upon notification to the Battalion Chief.

#### **Section 4.7: Bulletin Boards and E-mail.**

The Employer agrees to set aside space for a bulletin board (not to exceed 30" by 24") to be provided by the Union for its use in informing its membership as to Union business at each station. It is however, agreed and understood that materials to be posted or transmitted to bargaining unit members via e-mail regarding Union business will be submitted to the Chief or his/her designee for review beforehand, and that materials which are derogatory, abrasive, abusive, or critical about any person, or City policy, practice, employees or officials are intemperate in language and/or are not related to legitimate Union business, or which are factually inaccurate, will not be approved and if posted without advance approval of the Chief or his/her designee may be immediately removed by the City. The bulletin board may not be used for any political purpose or to support or oppose any political candidate or issue; provided however, it may be used for internal elections held by the Union among its membership.

#### **Section 4.8 New Hire Orientation**

- A. During the scheduling of a new hire orientation session, a one-hour time frame will be scheduled during the final week of orientation to allow a representative from the Union, on their own time, to discuss the articles of the Current CBA. This meeting will be scheduled by Fire Administration.

#### **Section 4.9 Information**

- A. The City shall make available to the Union a copy of all current or subsequently amended written SOP's, GO's, City PRRs and other rules, regulations and policies applicable to bargaining unit employees.

B. The Human Resources Department shall provide the Union a copy of the names and salary of bargaining unit members, upon written request of the Union, but not more than twice a year.

C. The City shall provide the Union with anticipated adjustments, amendments to, amendments of, and proposed new regulations concerning any and all matters stipulated in subsection A. above, in order that the Union may give comment and/or recommendations on the subject within fourteen (14) calendar days from the date received. Failure to respond in fourteen calendar days shall be considered as non-contested. Any impact on wage, hours, or terms and conditions of employment shall be the subject of bargaining prior to implementation.

## **ARTICLE V: MANAGEMENT RIGHTS**

### **Section 5.1: Functions of Management.**

It is the function of management to determine and direct the policies, mode and method of providing its services without any interference in the management and conduct of the City's operations on the part of the Union or any of its representatives.

### **Section 5.2: Operations and Direction of Work Force.**

The City shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operations and the direction of its work force. The City expressly reserves all rights, powers and authority customarily exercised by management, and functions which the City has not expressly modified or delegated by express provisions of this Agreement.

### **Section 5.3: Restrictions Under this Agreement.**

The City reserves and retains fully and completely any and all management rights, prerogatives and privileges except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of this Agreement.

### **Section 5.4: Waiver.**

The City's failure to exercise any function or right hereby reserved to it, or its exercising of any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

### **Section 5.5: Emergencies.**

If, in the sole discretion of the City Manager, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, except for monetary provisions. However, the processing of grievances shall be suspended only until regular business is resumed by the City. All bargaining unit employees are considered essential employees for purposes of declared emergencies.

### **Section 5.6: Job Duties.**

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of management, may be required to perform other duties not specifically contained in their job description.

## **ARTICLE VI: GRIEVANCE, MEDIATION AND ARBITRATION**

### **Section 6.1: Grievance.**

A grievance is defined as a difference between the City and any bargaining unit member or the Union involving an alleged violation or misapplication of a specific provision of this Agreement. As such, grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No grievance will or need be entertained or processed which does not meet this definition, is not presented in the manner described herein, and/or is not filed in a manner provided herein within the time limit prescribed herein. When an Article or Section in this contract references or incorporates the City Personnel Rules and Regulations (PRR) a claimed violation, misapplication or misinterpretation of the PRR shall be subject to this Article. The parties agree that bargaining unit employees will be disciplined for just cause only.

### **Section 6.2: Grievance Procedure.**

Whenever a grievance as specified in Section 6.1 arises between the City and the unit members or the Union, the matter will be handled in accordance with the following procedure. The term "days" as used in this Article shall refer to calendar days.

Within five (5) days after the act or occurrence which gives rise to the grievance, or the unit member knew or should have known of such act or occurrence, whichever first occurs, the unit member may meet to discuss

the grievance with the unit member's immediate supervisor in an attempt to resolve same.

**Step 1:** If the grievance is not settled in the informal procedure, noted above, or if the grievant decides to proceed with a formal grievance, the grievance must be reduced to writing and signed by the unit member, within ten (10) days after the occurrence which gave rise to the grievance, or the unit member knew or should have known of such act or occurrence, and presented to the unit member's Battalion Chief. The written grievance must include:

- a. A statement of grievance and a summary of the facts on which the grievance is based.
- b. The remedy requested.

A copy of the grievance form is hereby adopted and placed in the appendices.

The Battalion Chief, will respond in writing within ten (10) days after receipt of the grievance.

**Step 2:** If the grievance is not settled in Step 1, within ten (10) days of receipt of the Battalion Chief's response in Step 1, the grievant or Union may file the grievance, with the Fire Chief. Within ten (10) days of delivery of the written Step 2 grievance, the Fire Chief, or his designee, shall meet to discuss the grievance with the grievant and/or Union representative.

The Chief or his designee shall respond in writing within ten (10) calendar days after the meeting.

**Step 3:** If the grievance is not resolved in Step 2, the grievant may file the grievance with the City Manager within ten (10) days after receipt of the Step 2 response. The City Manager, or his designee, shall hold a meeting with the grievant and Union to discuss the grievance within ten (10) days after receipt of the grievance. The City Manager, or his designee, shall respond, in writing, within ten (10) days after the meeting

6.2:1 Failure of the City to respond at any step shall allow the grievant to proceed to the next step within the time limits just as if the City had denied the grievance in writing on the last day an answer was due. The unit member grievant shall be entitled to be present at any meeting held under Step 2 or Step 3.

6.2:2 When bringing a grievance in its name, the Union may file at either Step 2 or Step 3 depending on the circumstances surrounding the grievance.

6.2:3 When denying a grievance, in whole or in part, management's response shall contain the specific reason(s) for denial. Generic denials such as, "the grievance has no merit" or "the grievance is denied," shall not be sufficient. All grievance responses originating at Steps 2 and 3 shall be forwarded to the grievant and the Union.

6.2:4 All disciplinary matters involving unpaid suspension, demotion, or termination may be appealed through the grievance process.

6.2:5 The parties may extend any of the time limits in this Article upon mutual written agreement.



### **Section 6.3: Arbitration.**

If the grievance is not resolved through above steps, the grievance may be submitted to binding arbitration by the Union. Arbitration proceedings must be initiated by serving of a written request for arbitration by the Union within ten (10) days after the City Manager's response. Submission to the arbitrator shall be based exclusively on the written grievance as submitted in Steps 1, 2 and 3 of the grievance procedure.

The arbitrator selected shall decide the dispute by using the preponderance of evidence standard and such decision shall be final and binding on the parties. The expenses of the arbitrator shall be borne equally by the parties; and, each party shall be responsible for its own attorneys' fees, any court reporting services it wishes to use, and the wages of unit members, whether they be witnesses, potential witnesses, representatives, or grievant, it utilizes in any arbitration proceeding. However, it is agreed, that should unit members be on duty during the procedure, the unit members shall suffer no loss of pay or benefits.

The jurisdiction of the arbitrator is limited and confined to determining whether there has been a violation of the express terms of this Agreement. The arbitrator shall in no way alter, amend, or modify the terms of this Agreement. The time limits may be extended in writing by mutual consent of the parties.

A. Within ten (10) calendar days from receipt of the notice of the intent to invoke arbitration, the Union shall request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service, all of whom must reside in the State of Florida. The Union shall supply the City with a copy of the list of arbitrators. The Union and the City

will alternately eliminate one at a time from said list of names of persons until only one remains, and that person will be the arbitrator. The City and the Union will alternate in the right to first strike names in successive arbitrations.

B. As promptly as possible after the arbitrator has been selected, he should conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the unit member(s) aggrieved, the City and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within twenty-one (21) business days after the hearing.

#### **Section 6.4: Grievances by Non-Union Member.**

When the Union refuses to process a grievance for a unit member because of the unit member's non-membership in the Union, the unit member shall have the right to process a grievance under this Agreement, but cannot require arbitration of the grievance unless the law requires otherwise, in which event, the unit member shall have all the rights and assume all the burdens, limitations and obligations, including financial obligations, of the Union under this Article and any other Article that may apply to his grievance. The unit member will not be entitled to any other grievance process.

#### **Section 6.5: General.**

A. Each grievance shall be arbitrated in a separate proceeding unless the parties mutually agree otherwise.

B. The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance, except terminations.

### **Section 6.6: Time Off/Pay.**

Step 1 of the grievance procedure shall be carried out during the unit member's work hours at a time and place designated by the Chief based on operational needs, and the unit member shall lose no pay. The City shall determine when Steps 2 and 3 shall be processed, and if the Step or Steps, including Arbitration, are processed during their scheduled working hours, neither the Union Representative nor the grievant shall lose pay. Unit member witnesses, other than grievant, whom the City Manager may at his option choose to interview shall lose no pay if interviewed during their working hours, and if interviewed after or before such hours, shall be paid for such time as if they were performing other work for the City. Otherwise, the City shall not be responsible to pay any unit member representative, officer or agent of the Union for any time spent processing grievance matters but will allow one such person plus the grievant per grievance reasonable time off without pay for said activities upon reasonable prior notice if in management's opinion work requirements will allow such absence.

## **ARTICLE VII: PROMOTION**

### **Section 7.1: Promotion Eligibility List and Promotion.**

A. 1. This Article is promulgated to establish procedures to be followed in the selection of departmental personnel for promotion to the ranks of Lieutenant and Engineer. All Lieutenant examinations will be given in the month of June on even numbered years and all Engineer exams will be given in the month of June on odd numbered years. The lists for each position will be in effect until the next test is completed in the month of June. If the list is exhausted new examinations will be given earlier as determined by the Chief in order to facilitate operational needs. An exhausted list includes no member remaining on the list or personnel on the list that declined the promotion. Only employees whose last two (2) annual job performance evaluations were "Meets Expectations" or better and whom the Chief determines meet the minimum qualifications in the job description for the position will be eligible to take the test and they must have combat experience as provided below:

#### **Engineer –**

1. Three (3) years with the Ocoee Fire department
2. Must be a relief Engineer for one (1) year
3. Possession of a Driver/Operator certificate of completion from an accredited institution
4. Completion of Company Officer (40 hours) and Tactics and Strategy I (40 hours)
5. Fire Officer I State of Florida Certification
  - An A.S. degree in Fire Science can be substituted for Company Officer and Tactics and Strategy I.

#### **Lieutenant**

1. Five (5) years with the Ocoee Fire Department
2. Currently holds the rank of Engineer for one (1) year
3. Completion of Fire Officer II State of Florida Certification
4. An AS degree or higher

**\*\*Degree requirements effective September 30, 2026.**

2. The Chief will publish the minimum qualifications as set forth in the job description and of the study references on the City bulletin board at each station not less than ninety (90) days in advance of the examinations.

3. Employees who wish to be placed on the promotion list must notify the Chief in writing not less than thirty (30) days of the first test given for the year for the position. Promotional candidates that are on the duty before the scheduled promotional testing process shall be given time off without a loss in pay from 1900-0700.

B. The Chief shall recommend the contents of the test and the minimum passing score for each position to the City Manager, who shall consider the Chief's recommendation and determine same. The Chief shall set the minimum standard for other practical testing.

C. The promotional eligibility list will be comprised of the candidates who have the minimum passing test score. One-half point for each year of continuous service as an Ocoee Fire Department employee ( $1/2 \times$  years) will be added to the candidate's passing score to establish the final rank order eligibility list.

D. 1. Employees with more than one written warning or more severe discipline, or who are on a last chance agreement making them ineligible for promotion, within one year prior to the last date for applying for the tests shall not be eligible to apply.

2. Employees who apply for the test who receive more than one written warning or more severe discipline, or who are placed on a last chance agreement

making them ineligible for promotion, within one year prior to the date of the test shall not be eligible to test.

3. Employees who are on the eligibility list who receive more than one written warning or more severe discipline, or who are placed on a last chance agreement making them ineligible for promotion, within one year after they were placed on the eligibility list shall not be eligible for promotion until they have received no disciplinary action for three hundred sixty-five (365) days, after the latest action.

E. Vacancies will be filled from the rank and order off the promotional list within 30 business days, if possible, in descending order from top to bottom. If the vacancy is not filled from the existing list as provided above, the Chief may fill the vacancy as he deems fit, provided he may not fill the position with a non-employee or employee who does not take and pass the same test as given all eligible employees who apply to take the test.

F. Any firefighter promoted to engineer will receive the minimum of the engineer pay range or a 5% pay increase, whichever is greater, effective the date of promotion. Any employee that is promoted from engineer to lieutenant will receive the minimum of the lieutenant pay range or a 7% pay increase, whichever is greater.

G. Employees who are promoted to Engineer or Lieutenant and transfer to a different shift, may elect to retain already scheduled PTO on the closest dates to their original PTO selection.

## **Section 7.2: Application of City PRR.**

City Personnel Rules and Regulations shall not apply to Article VII.

### **Section 7.3: Union Representation.**

All promotional exams will allow a union representative of the union's choice, provided that the representative is not on duty (unless they elect to use PTO) and is not involved in the promotional process, present during written test, practical test, scenario-based evaluation and accumulation of all test scores for a combined total score for each promotional candidate in accordance with the Fire Department's Policies & Procedures on Union representation during testing. When a candidate is testing for position of lieutenant a lieutenant will be present. When a candidate is testing for engineer, an engineer will be present. The city will include a 3<sup>rd</sup> party peer or representative from a testing agency during the interview process.

**ARTICLE VIII:     VOTING**

Employees, who are on duty on an election day, will be allowed to take time off without loss of pay to vote on City Property or at other polling places within the City. The time they take off to vote will be determined by the Chief. All other employees shall vote on their own time – by absentee ballot or as otherwise permitted by law. If an employee who is not scheduled to work on an election day whose voting precinct is not in the City of Ocoee is called into work so that he/she cannot vote on his/her own time, the Chief shall make operational arrangements for the employee to vote without loss of pay.



**ARTICLE IX:        SPECIAL MEETINGS**

The City (Two members of Fire Department management and one member of the Human Resource Department) and the two Union officers shall meet and confer on matters of interest upon the request of either party. Such special meetings shall be held on a date and at a time and place mutually agreeable to the parties with a minimum of four a year. Ten days prior to the meeting an agenda of all topics to be discussed shall be furnished to all. The Union shall have the right, at these meetings, to recommend to the Management, corrections of any inequities known to the Union; however, the City shall not be obliged to take any action based on such recommendations. Meetings held under this Section shall not be considered a substitution for the grievance procedure or the right to collective bargaining under the Public Employees Relations Act.

**ARTICLE X:        NON-BARGAINING UNIT EMPLOYEES**

The City may use non-bargaining unit employees to perform non-emergency work when the City determines it is operationally required so long as bargaining unit members are utilized for emergency work when outside fire department personnel are requested for manpower. The City reserves the right to hire up to three reserves to supplement emergency and non-emergency operations so long as it does not replace any position necessary to maintain minimum staffing levels and the reservist meet and maintain the same qualifications as bargaining members.

## **ARTICLE XI:        INSURANCE AND PENSION**

### **Section 11.1: Insurance.**

During the term of this Agreement, the City shall provide the same health, medical, dental insurance, and short/long term disability under the same terms and conditions for bargaining unit employees and their dependents that it provides for the City's non-bargaining unit, non-exempt employees and their dependents. During the term of this agreement should the City decide to change premiums, co-pays, co-insurance and/or provide incentive programs, the bargaining unit employees will be required to participate as all other non-bargaining unit employees. Bargaining Unit Members that fail to show up for a scheduled appointment at the health center shall pay a scheduled \$25.00 charge unless the bargaining unit member is unable to arrive on time due to an emergency call or other Department operational need.

### **Section 11.2: Pension.**

All bargaining unit positions and employees in those positions, covered by this Agreement, shall be covered by the FS Chapter 175 Plan as established by the City of Ocoee provided, they meet the eligibility requirements of same. The Pension Ordinance shall be amended, effective upon the date of the amendment, to provide that the minimum in-line of duty disability benefit shall be increased from no less than 42% to no less than 55% of Average Final Compensation.

The City agrees to contribute no less than 12% of the fire unit member's payroll to the Pension Fund during the term of this agreement. The bargaining unit members' pension contribution shall be 8% of pensionable earnings.

Accrued paid time off at separation will not count toward final average compensation for pension benefits.

For purposes of Pension calculation, the employee shall receive monetary credit as part of their final average compensation for up to 300 hours of overtime as per State Statute.

Members who enter the Deferred Retirement Option Plan (D.R.O.P) may elect to either have their account credited with interest at the rate of 2% per annum or credited with the actual net rate of return of the fund, but not less than 0%. One change is election is permitted. D.R.O.P shall be up to but may not exceed 8 years provided the required impact study is fiscally neutral with respect to the City's plan expenses.

The Parties mutually agree and consent that effective October 1, 2021, the Chapter 175 base premium tax revenues (i.e., \$282,130.75) and the Chapter 175 additional premium tax revenues (i.e., Chapter 175 premium tax monies received in excess of \$282,130.75) shall be allocated in accordance with the statutory default in Section 175.351, Florida Statutes, except that the City's 50% of the additional premium tax revenues shall be used to reduce the unfunded actuarial accrued liability of the Chapter 175 Plan as long as such liability exists, and thereafter shall be applied to reduce the City's annual required contribution to the Chapter 175 Plan.

### **Section 11.3: Pension Multiplier.**

The City and the Union agree that the pension multiplier will remain at 3.5% for employees hired before September 30, 2015 and 3.25% for employees hired on or after September 30, 2015.

**ARTICLE XII:        STRIKES**

The Union and bargaining unit members shall not promote, sponsor, engage in, or condone any work stoppage, boycott, slow-down, strike, disruption of City operations, picketing or other withholding of limitation of services for any reasons and shall abide with F.S. §447.505.

## **ARTICLE XIII:     TIME TRADES**

### **Section 13.1: Application.**

Time Trades shall be submitted sixty (62) hours prior to the beginning of the time trade sought and must be approved in advance by the on-duty Battalion Chief.

### **Section 13.2: Payback.**

Employees shall not trade time in exchange for financial or other forms of compensation and shall have up to (1) year from the date of the initial time trade date to payback a time trade. Failure to pay back a time trade within the one (1) year timeframe will result in the suspension of time trade rights for the following 12 months absent circumstances beyond the employee's control. Employees will only be able to accrue a maximum of ten (10) time trades. Under no circumstances will the department be responsible for the payback of time trades.

### **Section 13.3: Authorization.**

Employees shall be responsible for utilizing the electronic scheduling program to submit the time trade request to the on-duty Battalion Chief for approval. It is the employees' responsibility to ensure that their time swap has been approved. The Battalion Chief may deny time swap request due to departmental needs, staffing, or time trade violations resulting in suspension of time trade rights or discipline. The privilege of trading time may be suspended or revoked at any time for abuse of the privilege.

### **Section 13.4: Emergencies.**

The only exception to the Section 13.1: Application will be in the case of an emergency, and with permission of the Chief or designee. An emergency is defined as:

- a. A serious, unexpected, and often dangerous situation requiring immediate action, or
- b. A serious medical condition requiring immediate action.

### **Section 13.5: Qualifications.**

Employees can only time trade with employees qualified to work in the same classification. EMT's can normally only time trade with EMT's and Paramedics can only time trade with Paramedics. If staffing allows for the day, EMTs shall be permitted to time trade with paramedics if this does not create an overtime need at the time the time trade request is submitted.

If the employee that was scheduled to time trade is moved to a ride up position, that employee shall receive ride up pay.

### **Section 13.6: Definition.**

A time trade is defined as any exchange of time during a shift, no matter how many hours are involved. Any consecutive time traded on a shift will count as one (1) time trade in regards to the maximum of (10) time trades allowed for accrual. No permanent or standing time trades are allowed.

## **ARTICLE XIV:     HOLIDAYS**

### **Section 14.1: Days Observed.**

A.     The observed holidays are:

|                            |                             |
|----------------------------|-----------------------------|
| January 1                  | New Year's Day              |
| January – Third Monday     | Martin Luther King, Jr. Day |
| May – Last Monday          | Memorial Day                |
| July 4                     | Independence Day            |
| September – First Monday   | Labor Day                   |
| November – Fourth Thursday | Thanksgiving Day            |
| November – Fourth Friday   | Day after Thanksgiving      |
| December - 24              | Christmas Eve               |
| December 25                | Christmas Day               |

### **Section 14.2: Eligibility for Holiday Pay.**

A.     Eligibility

An employee must be on an approved paid leave or work the normal schedule of hours, on the regularly scheduled working day immediately prior to and immediately following a holiday, in order to qualify for the holiday time or pay.

B.     Holiday Pay

- a) Bargaining unit employees on a 24/48 schedule shall be paid an additional eighteen (18) hours at their straight time hourly rate or 18 hours of comp time for each of the above holidays.



- b) When a bargaining unit employee on a 24/48-hour schedule works on a scheduled holiday, the employee shall receive 18 hours of holiday pay, if he/she meets the eligibility requirements, in addition to the time and one half (1.5) his/her straight time rate for all hours worked on the holiday-
- c) When a bargaining unit employee picks up overtime or works forced overtime on a holiday, he/she will receive 2 times their straight time rate of pay for all hours worked, in addition to the 18 hours of holiday pay.
- d) When a bargaining unit employee is out on scheduled PTO, Comp Time, Family Medical Leave Act, Domestic Sexual Violence leave, or the use of leave donation on a holiday, he/she will receive the 18 hours of holiday pay and PTO will be paid at their straight time rate.
- e) When an employee is scheduled to work on a holiday, but fails to do so, other than scheduled PTO, Comp Time, Family Medical Leave Act, Domestic Sexual Violence leave, or the use of leave donation, the employee will not receive the 18 hours of holiday pay.

**ARTICLE XV: PAID TIME OFF**

**Section 15.1: Eligibility.**

A. Only full-time employees and full-time probationary employees will be allowed to accrue paid time off (PTO).

B. Full-time probationary employees shall accrue paid time off during their initial probationary period but shall not be permitted to take same during the initial six (6) months of employment unless approved by the Fire Chief. Paid time off not taken by a full-time employee who does not successfully complete the first six (6) months of the initial probationary period, including resigning, shall not be paid any accrued hours upon termination of employment.

C. Any employee within the initial one-year probationary period of time that calls off work and cannot show an emergency reason for calling off may be subject to a written warning for failure to report to work as scheduled.

**Section 15.2: Accrual of Leave.**

Each employee shall receive an additional 24 hours of paid time off added to their accruals after October 1st each year of this Agreement and only after the employee has worked for the City for one year.

A. Full-time employees earn Paid Time Off (P.T.O.) based on hours worked as follows:

One through five years of service -  
9.4821%hours bi-weekly  
(276.16 hours per year)

Six through ten years of service -

11.9554% hours bi-weekly

(348.18 hours per year)

Eleven years +

13.5982% hours bi-weekly

(396.00 hours per year)

The formula is based on a total of 2912 hours worked annually, then multiplying that number by .94821, which results in the yearly accrual. The amount reflected on each paycheck will alternate based on the inclusion of a short week versus a long week; and therefore, the accrual will vary. However, the total annual amount will equal 276.16 hours.

B. A full-time employee can only accrue up to 580 hours of paid time off.

### **Section 15.3: PRR.**

The other rules and conditions with respect to paid time off are as set forth in the PRR. However, any employee requesting time off shall request no less than 8 hours or 4 hours comp time minimum, except for approved educational purposes.

### **Section 15.4: PTO per Shift.**

No more than four (4) bargaining unit employees will be allowed off each shift. What does and does not count towards the maximum number of rank and file allowed off is listed below.

A. What DOES NOT COUNT toward the maximum number of employees allowed off each shift:

Light Duty (LD) due to work related injuries or pregnancy

Permanent Vacancies

Leave with Pay (LWP) approved by the Fire Chief for the benefit of the department.

Bereavement Leave (BL)

Jury Duty (JD)

Court Leave related to City business

Military Leave (ML) as required by state statute up to 240 hours

Depositions/Subpoena related to City business

B. What DOES COUNT toward the maximum number of employees allowed off each shift:

Paid Time Off (PTO) vacation picks

Comp Time

Leave without Pay (LWOP)

Family Medical Leave Act (FMLA)

Domestic/sexual violence leave

Use of leave donation

All PTO requests and PTO cancellation requests must be submitted (and approved) in writing to the Battalion Chief prior to 62 hours (1700 hrs on current shift)

before the next scheduled on-coming shift. Any deviation from this is subject to approval by the Fire Chief or designee.

**ARTICLE XVI:      USE OF PERSONAL VEHICLES**

When employees are required by management to use their own vehicles for City business, e.g., transferring from station to station after the start of their shift, they shall be entitled to be paid mileage under the same terms and conditions as other City employees, as provided in Section 10 of the PRR. Employees shall utilize the department provided electronic travel forms for submission to their Battalion Chief for approval, and are required to submit the forms on the same day as their travel.

## **ARTICLE XVII: HOURS OF WORK AND WORK SCHEDULE**

### **Section 17.1: Basic Work Schedule.**

A. The basic work schedule shall be twenty-four (24) hour shifts on and forty-eight (48) hours off with a starting time of 7:00 a.m. The City agrees not to change the starting or ending time for the regular work schedule, except, in the case of a temporary emergency, without notice to the Union and upon a request from the Union made within ten (10) calendar days after notice of the schedule change, the parties shall meet and negotiate the impact of same. Absent mutual agreement, any dispute arising under this Section will be resolved under the Fl. St. 447, impasse resolution process.

B. Paid Lunch Periods are scheduled pursuant to Department Policies and Procedures.

c. The basic work schedule for new hire orientation will be determined by the Chief. New employees will have their pay converted so as to not lose any pay during the orientation period.

### **Section 17.2: Overtime.**

A. Non-exempt employees are to report all hours worked. Non-exempt employees should not begin work before the beginning of their schedule or after the end of their schedule without permission; however, if they do perform work before or beyond their schedule, they are to report it as hours worked on their time sheet or record. Overtime will be authorized or directed only when it is in the interest of the City and is the most practicable and economical way of meeting workloads or deadlines.

B. Non-exempt bargaining unit employees will receive overtime pay in accordance with the Fair Labor Standards Act for all hours worked in excess of one

hundred six (106) hours in a fourteen (14) day work cycle. The member has an option to receive the half-time for built-in overtime (i.e., the regularly scheduled hours worked in excess of 106 hours each work cycle) as pay or convert to comp time. Bargaining unit members will also accrue overtime on the short week of the pay period.

C. For the purposes of overtime computation, PTO not approved in advance of 62 hours, jury duty, annual military leave and other absences from duty, whether paid or not, shall not be considered as time worked, provided, however, paid holidays and paid personal leave used for a scheduled vacation approved in advance or 62 hours shall be considered for employees on a Section 7(k) schedule as up to twenty-four (24) hours worked.

D. Employees shall be required to work overtime when assigned unless excused by supervision. An employee desiring to be excused from overtime work assignments for good and sufficient reasons shall submit a request to the on-duty Battalion Chief, in advance of 62 hours.

### **Section 17.3: Assignment of Overtime.**

When the Battalion Chief or his/her designee determines there is a need to schedule personnel for scheduled overtime, the following procedure will apply.

All combat personnel will be placed in one of the three following classifications according to their current rank and/or EMS licensure: Lieutenant, Engineer, and Firefighter.

**Example 1 (Unscheduled PTO):** If four (4) personnel are on PTO and an employee uses unscheduled PTO generating overtime, the Battalion Chief will utilize the overtime list to hire a replacement based on the classification of the employee using



unscheduled PTO. If no employee in the appropriate classification accepts the overtime, the Battalion Chief will follow the procedure through each available list. If all attempts are exhausted without filling the overtime, the Battalion Chief will utilize the forced overtime list to hire a replacement based on the classification of the employee using unscheduled PTO.

**Example 2 (Unscheduled PTO for Out of Grade Position):** If an employee is scheduled to ride out of grade and uses unscheduled PTO generating overtime, the Battalion Chief will hire overtime off the list for the position in which the employee was scheduled to ride up. If no employees in the appropriate classification accept the overtime, the Battalion Chief will follow the procedure through each available list. If all attempts are exhausted without filling the overtime, the Battalion Chief will utilize the forced overtime list for the position the employee was scheduled to ride up in.

**Example 3 (Vacancy):** If four (4) personnel are on PTO and there is a vacancy that generates overtime, the Battalion Chief will hire for overtime to fill the highest-ranking position based on personnel on PTO. If no overtime is accepted by employees in that position, the process will repeat itself accordingly through the other list, if positions are available. If no employees accept the overtime, then the Battalion Chief will ride employees up out of grade and utilize the firefighters' forced overtime list.

**Example 4:** The below example will apply to overtime created by the following situations:

- Light Duty due to work related (Worker's Comp) injuries and pregnancy
- Leave with Pay (LWP) approved by the Fire Chief for the benefit of the Department
- Bereavement Leave (BL)
- Jury Duty (JD)
- Court Leave related to City business

- Military Leave (ML)
- Depositions/Subpoena related to City business

If four (4) personnel are on PTO, and there is a need for overtime due to any of the reasons listed above, the Battalion Chief will hire based on a classification-for-classification replacement, unless otherwise directed by management. If no overtime is accepted by employees in the classification causing the overtime, the process will repeat itself accordingly through the other lists if positions are available. If no employees accept the overtime, then the Battalion Chief will ride employees up out of grade and utilize the firefighter's forced overtime list.

**Example 5:** The below example will apply to overtime created by the following situations:

- Paid Time Off (PTO) vacation picks
- Comp Time
- Leave without Pay (LWOP)
- Family Medical Leave Act (FMLA)
- Domestic/sexual violence leave
- Use of leave donation
- Light Duty absences required by a healthcare provider for pregnancy

If four (4) personnel are on PTO and there is a need for overtime due to any of the reasons listed above, the Battalion Chief will hire for overtime to fill the highest-ranking position based on personnel on PTO. If no overtime is accepted by employees in that position, the process will repeat itself accordingly through the other list, if positions are available. If no employees accept the overtime, then the Battalion Chief will ride employees up out of grade and utilize the firefighters' forced overtime list.

**Example 6 (Combination of Time Off):** If there is a need to hire overtime due to any combination of leave identified in the previous examples (PTO, Unscheduled PTO, Vacancy, or any leave identified in example 4 & 5, etc.), the Battalion Chief will hire for

overtime to fill the highest-ranking position based on personnel based off of personnel utilizing the examples above. If no overtime is accepted by employees in that position, the process will repeat itself accordingly through the other list, if positions are available. If no employees accept the overtime, then the Battalion Chief will ride employees up out of grade and utilize the firefighters' forced overtime list.

The current overtime lists will be maintained by the Battalion Chief utilizing the department electronic scheduling system. These lists will cycle through all personnel, year to year, and continue reverting back.

Personnel contacted for the scheduled overtime assignment will have the opportunity to either accept or refuse the assignment. If the assignment is accepted and that person works eight (8) or more hours that person will be placed on the bottom of the list. When a scheduled overtime phone call results in a voicemail, answering machine or a "no answer", said individual will be placed at the bottom of the list.

When hiring overtime for the next shift, the Battalion Chief will make one attempt at contacting the emergency callout number. That will constitute a contact and that person will be placed on the bottom of the list. When hiring overtime that is more than twenty-four (24) hours from the start of the shift, the Battalion Chief will wait five minutes and then move on to the next person and follow the above procedure.

If after following the procedure outline above, no employee that management considers qualified accepts the overtime, the Battalion Chief will assign overtime as he/she deems appropriate.

If no employee accepts overtime forced overtime will be utilized. The least senior employee in the needed classification on the off-going or on-going shift will be held to work overtime.

Further, when overtime is forced, based on classification, the forced overtime will be rotated through all members in that classification on that particular shift, to ensure the same member is not continually forced to work the overtime assignment. When overtime is forced, bargaining unit members will be paid for a minimum of three (3) hours, Personnel working greater than three (3) (hours of forced overtime in a 24-hour period will be moved to the bottom of the forced overtime list. Personnel working less than three (3) hours will remain in their current position on the forced overtime list. However, overtime cannot be mandatory if the employee is on list as unavailable at time of overtime.

#### **Section 17.4: Shift and Non-Shift Overtime.**

Overtime necessitated by a regular shift vacancy, or because of the Department placing an additional unit or apparatus in service either for a full or partial shift (e.g., boat, tanker, brush truck, peak rescue unit, engine, etc.), shall be considered “shift overtime.” Overtime necessitated by projects or other assignments for which the bargaining unit member is not assigned to a unit or apparatus shall be considered “non-shift overtime.” Shift overtime necessitated by the Department placing an additional unit or apparatus in service shall be subject to the provisions of Sections 17.2 and 17.3, except as follows. For units or apparatus that do not require an Engineer and/or a Lieutenant, the overtime will be offered first to the Firefighters, then to the Engineers, and then to the Lieutenants, and forced or mandatory overtime shall be assigned in the same order. For units or

apparatus that require an Engineer and/or a Lieutenant, the overtime will be offered, and where necessary forced or mandated, position by position.

For overtime assignments worked that are not “shift assignments,” the City and the Union agree the bargaining unit members shall not be subject to forced or mandatory overtime. Bargaining unit members shall have the option to defer the payment of overtime for assignments worked that are not shift assignments by selecting compensatory time off in lieu of payment for the time worked.

**Section 17.5: Compensatory Time Off.**

The maximum number of compensatory time-off hours accumulated may not exceed 120 total hours. The employee may request compensatory time off in accordance with the other time off provisions within this Agreement.

All hours accumulated and not used by the employee by September 30 of each year, shall be contributed to that employees VEBA account.

When a unit member who is a paramedic elects to be paid for compensatory time their rate of pay shall include the paramedic incentive.

Members may elect to change to receive overtime or comp time one (1) time each quarter. Any change must be submitted by the end of the first pay period of each quarter, (Jan, April, July and October).

## **ARTICLE XVIII: LIGHT DUTY**

### **Section 18.1: Compensation.**

Light Duty shall be provided, only for work related injuries and when required by a healthcare provider for pregnancy. If the City assigns an employee light duty in a position not on a 24/48 schedule, the employee will be paid one and four tenths (1.4) times the employee's regular hourly rate but only for hours actually worked; provided, as if they were still on a 24/48 schedule however, unless otherwise required by law, the total earned or received from all sources, including STD, LTD, paid time off leave and worker's compensation, will not be more than the employee's regular pay for the normal 56 hour workweek, and to the extent necessary to effectuate said limitation, the benefits referred to above shall be reduced. Light Duty, if assigned, will begin as and when determined by the Chief.

### **Section 18.2: Determination**

Light duty shall be performed within the Ocoee Fire Department if the Chief determines it is available. If the Chief determines it is not available, light duty shall be performed wherever assigned by the City. Light duty shall neither be automatically provided within the stations nor as a 24-hour shift and shall be at the sole discretion of the Chief.

## **ARTICLE XIX: WAGES**

### **Section 19.1: Pay Increases.**

Pay increases for Fiscal Years 2023/24, 2024/25 and 2025/26, effective upon ratification of this Agreement by both parties, shall be as follows:

1. For Fiscal Year 2023/24, effective upon ratification of this agreement by both parties, bargaining unit employees shall receive base wage increases on October 2, 2023 as reflected in Appendix A hereto. These increases shall not be applied retroactively. Bargaining unit members will have their pay adjusted according to the Industry Based Competitive Adjustment Scale to reflect years in grade.

2. For Fiscal Year 2024/25, effective upon ratification of this agreement by both parties, bargaining unit employees shall receive 3% base wage increases on October 14, 2024 as reflected in Appendix A hereto. These increases shall not be applied retroactively.

3. For Fiscal Year 2025/26 bargaining unit employees shall receive 3% base wage increases on October 13, 2025 as reflected in Appendix A hereto.

4. To be eligible for these pay increases, the employee must be employed with the City in a bargaining unit position as of the date of ratification of this Agreement by both parties.

5. No other wage increases shall be provided through the term of this Agreement.

### **Section 19.2: Paramedic Incentive Pay.**

- A. All bargaining unit employees who were hired as a paramedic or hired as an EMT with the requirement to become a paramedic shall be required to maintain their State of Florida paramedic license and Orange County Medical Director's certification (Letter of Affirmation) for the duration of employment. Such employees who lose their State paramedic license or their Orange County Medical Director's certification may be terminated from employment.
- B. Effective Fiscal Year 2023/24, personnel that possess and maintain a Certified Orange County Paramedic certification shall receive an hourly rate increase (\$ 3.2624 per hour) equal to \$9,500.14. This incentive will begin after probation and Orange County Protocol tested and passed.
- C. Effective Fiscal Year 2024/25, personnel that possess and maintains a Certified Orange County Paramedic certification shall receive an hourly rate increase (\$3.4341 per hour) equal to \$10,000.12. This incentive will begin after probation and Orange County Protocol tested and passed.

No other wage increases shall be provided through the term of this agreement.

### **Section 19.3: Other Incentive Pay**

- A. The City agrees to pay employees \$500.00 per year that are fluent in the Spanish or Creole language.



B. The City agrees to pay up to 6 employees as Department FTOs \$1000.00 per year (prorated if the employee works less than the entire year as an FTO).

C. The City agrees to pay employees approved as Department Paramedic Preceptors \$1.00 per hour for all hours worked while precepting an assigned student.

D. The Fire Department shall post the requirements for EMS Preceptors/FTOs. The Fire Chief shall select qualified EMS Preceptors/FTO's as needed to meet department needs. Employees shall be compensated on a bi-weekly basis during the period selected and operating in these roles.

E. The City agrees to pay paramedics an additional \$1.00 per hour for each hour worked while assigned on a rescue, and EMTs an additional \$0.50 per hour for each hour worked while assigned to a rescue. To be eligible for the additional amounts, the employee has to work 4 or more hours of the shift on the rescue.

F. Bargaining unit employees will be compensated for meeting requirements as outlined in the Career Tracking Incentive Program, also included in Appendix A

#### **Section 19.4: Starting Pay**

Effective upon ratification of this Agreement by both parties, the following minimum and maximum rates will apply:

| FY23/24                  |           | FY 24/25  |            | FY 25/26  |            |
|--------------------------|-----------|-----------|------------|-----------|------------|
| <u>Firefighter Rates</u> |           |           |            |           |            |
| Minimum                  | Maximum   | Minimum   | Maximum    | Minimum   | Maximum    |
| 16.2223                  | 25.3014   | 16.7090   | 26.0604    | 17.2103   | 26.8422    |
| 1,816.90                 | 2,833.76  | 1,871.41  | 2,918.76   | 1,927.55  | 3,006.33   |
| 47,239.40                | 73,677.68 | 48,656.66 | 75,887.76  | 50,116.30 | 78,164.58  |
| <u>Engineer Rates</u>    |           |           |            |           |            |
| Minimum                  | Maximum   | Minimum   | Maximum    | Minimum   | Maximum    |
| 17.6850                  | 27.5824   | 18.2156   | 28.4099    | 18.7621   | 29.2622    |
| 1,980.72                 | 3,089.23  | 2,040.15  | 3,181.91   | 2,101.36  | 3,277.37   |
| 51,498.72                | 80,319.98 | 53,043.90 | 82,729.66  | 54,635.36 | 85,211.62  |
| <u>Lieutenant Rates</u>  |           |           |            |           |            |
| Minimum                  | Maximum   | Minimum   | Maximum    | Minimum   | Maximum    |
| 21.3866                  | 33.3557   | 22.0282   | 34.3564    | 22.6890   | 35.3871    |
| 2,395.30                 | 3,735.84  | 2,467.16  | 3,847.92   | 2,541.17  | 3,963.36   |
| 62,277.80                | 97,131.84 | 64,146.16 | 100,045.92 | 66,070.42 | 103,047.36 |

## **ARTICLE XX:      UNIFORMS AND EQUIPMENT**

### **Section 20.1: Uniforms.**

Uniform classes are described in Department Policies and Procedures.

Class A to be worn on official duties (i.e. Funerals)

Class B (short sleeve dress shirt and pants) to be worn for day-to-day operations including all PR events, company inspections and station tours

Class C may be worn during reduced activity period

Class D to be worn after 8pm

### **Section 20.2: Initial Issue.**

A. New firefighters will be issued the following clothing:

- 2      Blue Dress shirt, short sleeve
- 1      Blue Dress shirt, long sleeve
- 1      Tie
- 2      Pant – plain blue, Class A/B
- 4      Pants –BDU
- 6      T-Shirts
- 2      Gym shorts
- 1      Sweat pants
- 2      Sweat shirts
- 1      Pair Uniform shoes/boots
- 1      Badge

- 1      Sets collar brass
  - 1      Name tags
  - 1      Time of Service tags
  - 1      Raincoat
  - 1      Winter coat
  - 1      Baseball Cap
  - 1      Belt
  - 1      Complete set of approved Bunker Gear
- Any other uniforms or equipment provided for in Department Policies and Procedures

- B. Certified Firefighters/Fire inspectors while conducting required building and property inspections, 40 hours per week day shift, with the approval of the fire chief, may be allowed to wear appropriate fire department golf shirts. During PR events, station tours and any business meetings conducted at City Hall or any other professional setting, appropriate Class B attire must be worn or as required by the Chief.

### **Section 20.3: Replacement.**

All employees who have at least one (1) year of continuous service shall be credited with a one-time clothing/shoe allowance by October 31<sup>st</sup> of each year to be used for uniform replacement of Class A-D in the following amount:

Shift bargaining unit employees -- \$ 600.00

Amounts credited that are not used by September 1<sup>st</sup> of the year or upon the cessation of employment shall revert back to the City.

Upon completion of a new hires first probationary period, the employee shall receive a prorated uniform allotment in the amount of \$50.00 per month until the end of the current fiscal year.

Example: bargaining unit member completes his/her probationary period on May 1<sup>st</sup>, they will receive the uniform allotment on June 1<sup>st</sup> in the amount of \$50.00 and continue until the end of the fiscal year (June, July, August, and September). Employee will be awarded the full amount uniform allowance in October, on schedule with all bargaining unit members.

All uniform items required upon promotion will be issued at no cost to the employee.

FF to Engineer:

1 Badge

Engineer to Lieutenant:

1 Badge

1 Set Collar Brass

1 Name Tag

2 White Dress shirts, short sleeve

1 White Dress shirt, long sleeve

6 T-shirts

**Section 20.4: Maintenance.**

Employees shall be responsible for repair and maintenance of the uniform and all items issued to them for their use by the City, and shall come to work in clean, neat and undamaged clothes, including undamaged uniforms and other clothes. If uniforms are soiled or damaged during an emergency scene, items shall be replaced at no charge by approval of the Fire Chief or his/her designee.

**Section 20.5: Changes.**

Any changes shall be paid using the clothing/shoe allowance unless changes are made by management. If made by management, then items will be exchanged item for item.

## **ARTICLE XXI: PROBATIONARY PERIOD**

### **Section 21.1: Initial Probationary Period.**

The initial probationary period for new employees, accumulation of benefits, continuous service credit, participation in benefits, disciplinary actions and continued employment for bargaining unit employees shall be the same as for all other non-exempt non-bargaining City employees, unless otherwise specifically provided in this Article.

### **Section 21.2: Promotional Probation.**

Employees promoted to a higher rank shall serve a six (6) month probationary period. After the successful completion of the Ride-Up task book, employees will be allowed to work a higher classification.

### **Section 21.3: Grievances.**

Unless specifically provided in this Agreement, employees who have not successfully completed their initial new-hire probationary period under Section 21.1 shall not have access to Article VI for purposes of discipline, termination, or separation from employment.

### **Section 21.4: Transfers and Waiving Probation.**

To be considered for a transfer into or the employment in the position of Firefighter, including engineer and lieutenant positions, from within or from outside the OFD the following shall be required:

- A. An application must be filed during the period of the annual advertisement.
- B. The applicant must be determined by the Chief to meet all of the minimum qualifications established by the Department, CBA and City.

C. If determined to meet all the minimum qualifications, the applicant must pass all written, practical and other tests established by the Department with the passing grade established by the Chief.

D. If an employee, the applicant's last job performance evaluation must have been "above operational, Meets Expectations" or better and none of the applicant's last three (3) job performance evaluations were "Below operational/Needs Improvement".

E. If an employee, not have had a written warning or more severe discipline in the last twelve (12) months prior to applying.

F. Persons hired or employees transferred into the Fire Department shall be required to successfully complete the Departmental probationary period during which time they shall serve at the will and pleasure of the Chief as employees of the City as well as in their position in the Fire Department.

Any City employee transferring to a position covered by this bargaining unit within the Ocoee Fire Department from any other division/department shall start at the entry rate of pay, according to the prevailing pay plan.



## **ARTICLE XXII: REDUCED ACTIVITY PERIOD**

### **Section 22.1: Hours.**

Subject to operational needs, there shall be a period of reduced activity on each shift which should normally run from 1700 to 0630.

### **Section 22.2: Activity.**

During the reduced activity period, on-duty employees shall be in Class A, B or C uniform and be ready to respond immediately to calls in the uniform determined by Department Policies and Procedures or the Battalion Chief. After 1700, the on-duty crew shall complete the station duties for the day not yet completed before the reduced activity period, as well as other duties which the Chief, or his/her designee, determines are necessary to be completed before the end of the shift.

### **Section 22.3: Emergencies.**

Hurricanes, riots, floods or emergencies that demand extended tours of duty or recall duty will permit use of beds at the discretion of the Battalion Chief.

### **Section 22.4: Contact Sports.**

There shall be no contact sports while on duty at any time, including but not limited to basketball, football or soccer unless specifically approved by the Chief or his/her designee.

### **Section 22.5: Adverse Weather Protocol.**

The City and the Union agree to follow the Department Policies and Procedures regarding adverse weather issues.

## **ARTICLE XXIII: CONTINUOUS EMPLOYMENT**

### **Section 23.1: PTO Vacation Picks.**

When one (1) or more bargaining unit employees seeks to use paid time off leave for vacation under the City PRR, the employee with the most time in each position will be given preference unless the Chief, or his designee, determines such a preference in a particular instance will interfere with Departmental operations.

Annual PTO Vacations (initial picks) shall be picked according to rank in seniority, with no more than five (5) consecutive shifts and not more than ten (10) shifts in a calendar year being selected. Four (4) bargaining unit employees are allowed off at initial annual PTO vacation pick selection.

|             |                      |
|-------------|----------------------|
| Lieutenant  | 1 <sup>st</sup> pick |
| Engineer    | 2 <sup>nd</sup> pick |
| Firefighter | 3 <sup>rd</sup> pick |

### **Section 23.2: Layoff and Recall.**

Layoff and recall shall be in accordance with the City PRR.

### **Section 23.3: Shift and Station Vacancies**

1. Employees who desire to transfer to different shifts and stations may submit a written request to the Fire Chief or his designee twice each year, once during the month of January and once during the month of July of each year. Such requests shall be limited to a primary and secondary pick. Requests that are made during the month of January shall remain in effect from February 1<sup>st</sup> through July 31 of that year. Requests that are made during the month of July shall remain in effect from August 1 through January 31 of the following year.
2. The Fire Chief shall consider employee transfer requests in filling shift and station vacancies caused by retirements, promotions, resignation, terminations, or demotions, other than those created by an employee filling a vacancy pursuant to a transfer request. If the Fire Chief does not select the most senior qualified requester for the vacancy, the Fire Chief shall provide the reasons for the decision in writing.
3. Employees who are transferred to different shifts at their request will forfeit already scheduled vacation/PTO selections. Employees who are transferred to different shifts as determined by management not pursuant to a request by the employee may elect to retain already scheduled vacation/PTO on the closest dates to their original vacation/PTO selections (e.g., an A-shift employee who selects PTO on July 1st and later transfers to B-shift may take PTO on July 2nd).

### **Section 23.4: Mutual Consent Transfers**

1. Bargaining unit employees of equal rank and qualifications (as listed in the electronic scheduling system) may transfer across shifts, provided that such transfers are mutually agreed-to and are submitted in writing to the Fire Chief or his designee for approval. If the Fire Chief denies the mutual transfer request, he shall provide the reasons for the denial in writing.
2. To be eligible for mutual consent transfers, Firefighters must have a minimum of four (4) years of service; Engineers and Lieutenants must have a minimum of three (3) years of time in grade.
3. Notwithstanding the provisions of paragraph B.1 above, the Fire Chief may allow EMTs and Paramedics who meet all the other qualifications for the transfer to mutually transfer.
4. Employees can mutually transfer no more than once every three (3) years, calculated on a rolling three (3)-year basis.

**ARTICLE XXIV: PERSONAL PROPERTY REPLACEMENT**

The City agrees to reimburse employees the cost of replacing or repairing wristwatches and prescription eyeglasses, but not contact lenses, destroyed or damaged in the line of duty unless caused by the negligence of the employee subject to the following conditions:

1. The maximum reimbursement for prescription eyeglasses shall be \$150.00 and for wristwatches shall be \$150.00.
2. The employee must make the claim during the shift on which the destruction or damage occurred, and turn in the destroyed or damaged item.

At its option, the City may elect to replace the item rather than reimburse the employee for same.

## **ARTICLE XXV:     SAFETY, HEALTH AND PHYSICAL FITNESS**

### **Section 25.1: General.**

As part of its commitment to the safety, health and physical fitness of its employees, to provide a safe place for its employees to work, and to promote physical fitness for its employees, the City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. The City and the Union will cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices for the protection of employees. The City further agrees to promote physical fitness by providing time, equipment and educational material, as it deems appropriate.

All new employees must be tobacco free for at least one year before initial employment. Additionally, all employees hired after October 1, 2005 must remain continually tobacco free (including no vaping or e-cigarettes) both on and off-duty in order to maintain continued employment with the City of Ocoee Fire Department. The Union recognizes the potential adverse impact of continued tobacco use on the grandfathered bargaining unit employees' benefits under the Florida firefighter cancer presumption law and the Florida Heart and Lung Bill.

### **Section 25.2: Equipment.**

All protective devices, bunker gear and other equipment required to be worn or used by the City, shall be provided by the City. Such protective devices, bunker gear and equipment when provided, must be used. The Union agrees that neglect or failure by an employee to obey safety regulations or to use or maintain the safety equipment furnished by the City shall be basis for disciplinary action up to and including termination.

The fire station, all equipment and apparatus shall be maintained by employees in a manner that will promote the elimination of accidents and make the workplace safer and less likely to cause injuries. All employees are to report any and all unsafe conditions to the Fire Chief whenever found, immediately.

The Union may consult with the City's safety representative and make recommendations in safety matters.

**Section 25.3: Medical Examinations.**

A. Medical examinations (Physicals) will be required for all employees every year and will be conducted by physicians selected by the City. The time necessary for the annual physicals shall be scheduled on-duty and will be considered as time worked. The City shall pay for all medical and psychological exams (if necessary for fitness for duty issues). Employees will be responsible for 50% of the cost of the physical for missed appointments except in cases of circumstances beyond their control, i.e. family or medical emergencies to be evaluated on a case-by-case basis. The union will be notified of the scheduled dates for physicals at least 30 days prior. Employees will be required to reschedule on their own time and without pay within 90 days. All medical examinations will include a test to determine the presence of illegal controlled substances. All employees will be tested for nicotine. Employees testing positive for nicotine that are not grandfathered will be given 6 months to become nicotine free. Failure to become nicotine free, will result in disciplinary action up to and including termination of employment.

B. Any medical or psychological exam that results in the employee being considered as unfit for duty, shall be addressed using terms outlined in Article XVIII: LIGHT DUTY. Should the employee provide qualified medical information to return to duty

before the City believes the employee may return, and a final determination is made that the employee could have returned sooner, then the City shall return that portion of the paid time off used after the documentation was provided.

C. Present incentives will cease and future incentives will be based on City wide plans and subject to Health care plan for all other non-bargaining unit employees.

D. Annual physicals will include the following:

Life Scan Wellness Centers Public Safety Physical Exam or comparable exam  
Public Safety Annual physical  
QuantiFERON (TB test)  
Chest x-ray (baseline and every 5 years)  
.

Refusal or failure to take a medical or psychological examination required by the City will result in disciplinary action up to and including termination of employment.

#### **Section 25.4: Cooperation.**

When an employee has a health-related problem that affects or may affect his or her ability to perform the essential functions of his or her job, the employee shall so advise the Chief for evaluation. An employee who has had medical treatment prescribed in order to resolve an actual or potential medical problem that affects or may affect the employee's ability to perform his/her job who fails or refuses to follow the medical treatment prescribed shall be subject to disciplinary action up to and including termination.

#### **Section 25.5: Good Health Activities.**

Unless assigned to other duties, each employee shall engage in a minimum of one (1) hour each shift in walking, running, jogging or other approved activities. Such activities shall be conducted at the station or at a location designated by the Chief or his/her designee, so the employee will be immediately available for duty during such activity.



Concentration should be placed on warm-up exercises, to include stretching and flexing to prevent injuries. Exercise should also include aerobic strength training programs. Competitive and contact sports are not an approved form of exercise and are not permitted in the Department.

## **ARTICLE XXVI: WORKING OUT OF CLASSIFICATION**

### **Section 26.1: Out of Class Pay**

Bargaining unit employees who work out of classification, in a higher classification, shall be paid a flat rate for the entire 24-hour shift, as long as they work at least 3 hours of continuous work in the higher classification. Compensation for working out of classification will be as follows:

|                                          |                    |
|------------------------------------------|--------------------|
| Firefighter working as an Engineer:      | \$25.00 per shift  |
| Engineer working as a Lieutenant:        | \$50.00 per shift  |
| Lieutenant working as a Battalion Chief: | \$100.00 per shift |

#### **Or can choose to receive**

|                                          |                             |
|------------------------------------------|-----------------------------|
| Firefighter working as an Engineer:      | 3 hours comp time per shift |
| Engineer working as a Lieutenant:        | 4 hours comp time per shift |
| Lieutenant working as a Battalion Chief: | 7 hours comp time per shift |

If a bargaining unit member is on the promotion list, they shall be given the option to ride up. Bargaining unit members who have completed all required training and have been approved by Fire Administration to ride up out of class shall be used on their normally assigned shifts based on operational needs. The City and Union agree a list of lieutenants who wish to work out of class as a battalion chief, shall be used on a per shift rotating basis, when the department determines the need to fill the position.

### **Section 26.2: Floaters.**

The Battalion Chief on duty will make the determination to float the necessary personnel to the station that requires the staffing

## **ARTICLE XXVII: EDUCATION**

### **Section 27.1**

The Education Incentive Program shall be a reimbursement plan and any courses and programs will be approved solely by the Chief and in accordance with the guidelines and any changes deemed necessary by the Education Committee.

### **Section 27.2**

A. Bargaining unit employees hired after October 1, 2020 who are required to attain licensure as a State of Florida certified Paramedic shall be eligible to have their tuition paid for by the City through tuition reimbursement, pre-payment, or a combination of the two as determined by the City, subject to the following conditions. Tuition payment shall include in-state tuition, books, and other regular fees associated with the program, but shall exclude late fees, fines, and any other expenses. The City shall establish the procedures for requesting paramedic program tuition payment. A minimum of four (4) employees per fiscal year shall be approved for paramedic program tuition payment. The City may approve additional employees for paramedic program tuition payment if sufficient budgeted funding is available.

B. Employees who have their tuition paid for by the City will be required to reimburse the City for the entire amount of all reimbursement received or pre-payment for the approved paramedic program if:

- (1) They separate from City employment for any reason, other than layoff due to organizational needs, prior to attaining initial licensure as a State of Florida certified Paramedic.

- (2) They fail to obtain licensure as a State of Florida certified Paramedic or fail to successfully pass the Orange County Medical Director's protocol test to become a stand-alone paramedic within thirty-six (36) months of their initial hire.
- (3) They separate from City employment for any reason, other than layoff due to organizational needs, fail to maintain State of Florida paramedic certification, fail to maintain stand-alone paramedic status, or fail to remain in compliance with Orange County Medical Director's Office protocol requirements prior to completion of thirty-six (36) months of employment following their approval as a stand-alone paramedic by the Orange County Medical Director's Office.

The City may make exceptions to this reimbursement at its sole discretion on a case-by-case basis.

C. Employees shall be required to sign a tuition reimbursement agreement consistent with the above terms created by the City as a condition of receiving paramedic program tuition payment.

## **ARTICLE XXVIII: VEBA – OTHER POST-EMPLOYMENT BENEFITS**

The parties agree to participate in a Voluntary Employee Benefits Association – VEBA.

### **Section 28.1: VEBA Contributions**

The VEBA contributions referred to in this Agreement shall be automatically deducted from the member each payday prior to the calculation of taxes. The monies shall be deposited in the member's account as directed by the member. In the event that the member has not determined what account the monies should be deposited to, the default will be that account/fund that is designated as a savings account.

### **Section 28.2: Annual Physical Program**

A. Unit members participating in the City's Physical Assessment Program shall receive a contribution from the City of \$300 per year for employees with single coverage and \$600 per year for employees with family coverage paid into the member's VEBA account. Members are required to meet with the medical staff to review the results of the Physical Assessment testing.

1. The money will be placed in the active side of the VEBA for each qualified member.
2. The Health Reimbursement Account or HRA funded by the City to reimburse members with medical deductible expenses will be reduced by the amount listed above by the members respective coverage in January.

B. The employees will have the opportunity annually in the month of September to sell back 20% of their paid time off accrual for cash at their standard hourly rate including paramedic incentive for those who qualify; however, 5% of the 20% will be

placed in the VEBA account. The remaining 15% will be paid to the employee. The employee must have a minimum of 60 hours to participate in this program.

C. Any bargaining unit employee who terminates, resigns, retires or otherwise leaves employment with the City must contribute 25% of their accrued time off to their VEBA account.

D. In addition, 12 hours of paid time will be contributed to the employee's VEBA account the first payroll after October 1 of each year through the term of the contract instead of increasing the Floating Holiday time.

**ARTICLE XXVIII: DURATION**

This contract shall remain in full force and effect through midnight September 30, 2023 and shall automatically renew itself for periods of one (1) year unless either party delivers to the other written notice of its intent to terminate or modify this contract not less than ninety (90) calendar days before September 30, 2026.

\_\_\_\_\_  
International Association of Fire  
Fighters, Local 3623  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name  
Date: \_\_\_\_\_

\_\_\_\_\_  
Fire Chief  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name  
Date: \_\_\_\_\_

\_\_\_\_\_  
Human Resources Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

## **RATIFICATION**

This collective bargaining agreement was ratified by the parties on the dates set forth below:

Date Ratified: \_\_\_\_\_

Date Approved: \_\_\_\_\_

\_\_\_\_\_  
International Association of Fire  
Fighters, Local 3623

\_\_\_\_\_  
City Clerk, City of Ocoee

By: \_\_\_\_\_

By: \_\_\_\_\_



# Ocoee Firefighter Industry Based Competitive Adjustment Scale

## Appendix A

### Completed Years in Rank as of October 2, 2023

| Position    | Base Salary  | 1 Years      | 2 Years      | 3 Years      | 4 Years      | 5 Years      | 6 Years      | 7 Years      | 8 Years      | 9 Years      |
|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Firefighter | 16,2223      | 16,6279      | 17,0436      | 17,4697      | 17,9064      | 18,3541      | 18,813       | 19,2833      | 19,7654      | 20,2595      |
|             | \$ 47,239.34 | \$ 48,420.44 | \$ 49,630.96 | \$ 50,871.77 | \$ 52,143.44 | \$ 53,447.14 | \$ 54,783.46 | \$ 56,152.97 | \$ 57,556.84 | \$ 58,995.66 |
| Position    | 10 Years     | 11 Years     | 12 Years     | 13 Years     | 14 Years     | 15 Years     | 16 Years     | 17 Years     | 18 Years     | 19 Years     |
| Firefighter | 20,766       | 21,2852      | 21,8173      | 22,3627      | 22,9218      | 23,4948      | 24,0822      | 24,6843      | 25,3014      |              |
|             | \$ 60,470.59 | \$ 61,982.50 | \$ 63,531.98 | \$ 65,120.18 | \$ 66,748.28 | \$ 68,416.86 | \$ 70,127.37 | \$ 71,880.68 | \$ 73,677.68 |              |

### Completed Years at Rank + 1/2 Years of Service as of October 2, 2023

| Position | Base Salary  | 1 Years      | 2 Years      | 3 Years      | 4 Years      | 5 Years      | 6 Years      | 7 Years      | 8 Years      | 9 Years      |
|----------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Engineer | 17,685       | 18,1271      | 18,5803      | 19,0448      | 19,5209      | 20,0089      | 20,5091      | 21,0218      | 21,5473      | 22,086       |
|          | \$ 51,498.72 | \$ 52,786.24 | \$ 54,105.74 | \$ 55,458.52 | \$ 56,844.84 | \$ 58,266.00 | \$ 59,722.52 | \$ 61,215.44 | \$ 62,745.80 | \$ 64,314.38 |
| Position | 10 Years     | 11 Years     | 12 Years     | 13 Years     | 14 Years     | 15 Years     | 16 Years     | 17 Years     | 18 Years     | 19 Years     |
| Engineer | 22,6382      | 23,2042      | 23,7843      | 24,3789      | 24,9884      | 25,6131      | 26,2534      | 26,9097      | 27,5824      |              |
|          | \$ 65,922.48 | \$ 67,570.62 | \$ 69,259.84 | \$ 70,991.44 | \$ 72,766.20 | \$ 74,585.42 | \$ 76,449.88 | \$ 78,361.14 | \$ 80,319.98 |              |

### Completed Years at Rank + 1/2 Years of Service as of October 2, 2023

| Position   | Base Salary  | 1 Years      | 2 Years      | 3 Years      | 4 Years      | 5 Years      | 6 Years      | 7 Years      | 8 Years      | 9 Years      |
|------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Lieutenant | 21,3866      | 21,9213      | 22,4693      | 23,031       | 23,6068      | 24,197       | 24,8019      | 25,4219      | 26,0574      | 26,7088      |
|            | \$ 62,277.80 | \$ 63,834.94 | \$ 65,430.56 | \$ 67,066.22 | \$ 68,742.96 | \$ 70,461.56 | \$ 72,223.06 | \$ 74,028.50 | \$ 75,879.18 | \$ 77,776.14 |
| Position   | 10 Years     | 11 Years     | 12 Years     | 13 Years     | 14 Years     | 15 Years     | 16 Years     | 17 Years     | 18 Years     | 19 Years     |
| Lieutenant | 27,3765      | 28,0609      | 28,7624      | 29,4815      | 30,2185      | 30,974       | 31,7484      | 32,5421      | 33,3557      |              |
|            | \$ 79,720.42 | \$ 81,713.32 | \$ 83,756.14 | \$ 85,850.18 | \$ 87,996.22 | \$ 90,196.34 | \$ 92,451.32 | \$ 94,762.72 | \$ 97,131.84 |              |

## Career Tracking Incentives

| ADDED TO BASE PAY     | INCENTIVE POSITION | BI-WEEKLY PAY AMOUNT      | ESTIMATED PARTICIPANTS<br>FY 24/25 |
|-----------------------|--------------------|---------------------------|------------------------------------|
| \$ 1010.88 (PER YEAR) | Firefighter II     | \$ 38.88 (Per Pay period) | 16                                 |
| \$ 1712.88 (PER YEAR) | Firefighter III    | \$ 65.88 (Per Pay Period) | 11                                 |
| \$ 1516.32 (PER YEAR) | Engineer II        | \$ 58.32 (Per Pay Period) | 11                                 |
| \$ 2021.76 (PER YEAR) | Lieutenant II      | \$ 77.76 (Per Pay Period) | 4                                  |

☐ Firefighter II - \$.36 per hour

☐ Firefighter III - \$.61 per hour

☐ Engineer II - \$.54 per hour

☐ Engineer III - \$.89 per hour

☐ Lieutenant II - \$.72 per hour

☐ Lieutenant III - \$1.17 per hour

## Fire Department Career Tracking Program

| Position                                     | Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Firefighter II</b><br><br>\$TBD per hour  | <ul style="list-style-type: none"> <li>• ≥ 1 year as a Firefighter</li> <li>• Firefighter Safety: Calling the May Day</li> <li>• Successful completion of the State of Florida Apparatus Operations and Fire Service Hydraulics class</li> <li>• A minimum of 40 hours of documented drive time</li> <li>• ICS-100: Introduction to ICS for Operational First Responders</li> <li>• ICS 200: Basic NIMS ICS for Operational First Responders</li> </ul>                                                                                                             |
| <b>Firefighter III</b><br><br>\$TBD per hour | <ul style="list-style-type: none"> <li>• ≥ 3 years as a Firefighter II</li> <li>• Valid "Class E" driver's license or an equivalent CDL</li> <li>• Apparatus and Pump Operator Certification for the State of Florida</li> <li>• 72 hours of seat time</li> <li>• Successful completion of the Ride up Engineer's Task book</li> <li>• Completion of four (4) hour Target Solutions Driver Safety training class</li> <li>• Completion of department's pumping and driving test</li> <li>• Eligible to submit request for Engineer ride-up consideration</li> </ul> |
| <b>Engineer I</b><br><br>(Promotion %)       | <ul style="list-style-type: none"> <li>• Promotional requirements as outlined in the CBA</li> <li>• Selected by the Fire Chief for promotion</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Engineer II</b><br><br>\$TBD per hour     | <ul style="list-style-type: none"> <li>• ≥ 1 year as an Engineer I</li> <li>• Florida Fire Officer 1 – Building Construction</li> <li>• Completion of the Ride up Lieutenant Task Book</li> <li>• Complete 72 hours seat time</li> <li>• Eligible to submit request for Lieutenant ride-up consideration</li> </ul>                                                                                                                                                                                                                                                 |
| <b>Engineer III</b><br><br>\$TBD per hour    | <ul style="list-style-type: none"> <li>• ≥ 3 years as an Engineer II</li> <li>• Successful completion of department-approved Incident Safety Officer Course</li> <li>• Successful completion of the Engineer III in-house training packet <b>(See Attached)</b></li> </ul>                                                                                                                                                                                                                                                                                          |
| <b>Lieutenant I</b><br><br>(Promotion %)     | <ul style="list-style-type: none"> <li>• Promotional requirements as outlined in the CBA</li> <li>• Selected by the Fire Chief for promotion</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Lieutenant II</b><br><br>\$TBD per hour   | <ul style="list-style-type: none"> <li>• ≥ 1 year as a Lieutenant I</li> <li>• After 06/01/2023 AS Degree In Fire Science or Fire Officer II State of Florida Certification</li> <li>• ICS – 300</li> <li>• FEMA IS-29 Public Information Officer</li> <li>• Completion of the Ride up Battalion Chief Task Book</li> <li>• Successful completion of a department-approved Incident Response Safety Course (Vector Solutions)</li> <li>• Eligible to submit request for Battalion Chief ride-up consideration</li> </ul>                                            |
| <b>Lieutenant III</b><br><br>\$TBD per hour  | <ul style="list-style-type: none"> <li>• ≥ 3 years as a Lieutenant II</li> <li>• Successful completion of Fire Officer II classes, task book, and state test or AS Degree In Fire Science</li> <li>• Successful completion of the Lieutenant III in-house training packet <b>(See Attached)</b></li> </ul>                                                                                                                                                                                                                                                          |

Revised 6/16/23

PROGRAM HOURLY PAY EFFECTIVE:



## CITY OF OCOEE FIRE DEPARTMENT

### CAREER TRACKING PROGRAM IN House TRAINING REQUIREMENTS

Origination Date: June 18, 2023

Revision Date:

Listed are the advanced training requirements for each rank, which must be successfully completed, prior to a firefighter submitting a request to progress to Level III status. This document coincides with the Fire Department Career Tracking Program and satisfies the in-house training packet requirement for each rank.

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Engineer III</b>   | <ul style="list-style-type: none"><li>• Command School – 40 hrs.</li><li>• Florida State Emergency Response Plan (Required for FO2)</li><li>• ICS-300: Intermediate All-Hazard NIMS ICS Review for Expanding Incidents (Q0464)</li><li>• IS-230 Fundamentals of Emergency Management (FEMA Self-study)</li><li>• IS-240 Leadership &amp; Influence (FEMA Self-study)</li><li>• Introduction to Fire Behavior in Single Family Dwelling (Q0368)</li><li>• Vector Solutions: Leadership and Ethics</li></ul>                                                            |
| <b>Lieutenant III</b> | <ul style="list-style-type: none"><li>• ICS-400: Fundamentals Review for Command and General Staff (Q0466)</li><li>• Instructor II Certification</li><li>• Florida State Certified - Incident Safety Officer</li><li>• IS-321 Hurricane Mitigation Basics (FEMA Self-study)</li><li>• IS-324 A Community Hurricane Preparedness (FEMA Self-study)</li><li>• Principles of Building Construction (Q0751 - NFA Self-study)</li><li>• Vector Solutions: NFPA 1021 Leadership as a Group Influence</li><li>• Vector Solutions: NFPA 1021 Company-Level Training</li></ul> |



**APPENDIX B**

**CITY OF OCOEE FIRE DEPARTMENT  
GRIEVANCE FORM**

Date: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Date of alleged event: \_\_\_\_\_

Specific Article(s) and paragraphs allegedly violated:

\_\_\_\_\_

Statement of facts pertaining to or giving rise to alleged grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific relief requested:

\_\_\_\_\_  
\_\_\_\_\_

Signature of Union President

IAFF-Local 3623

\_\_\_\_\_

Signature of Grievant:

\_\_\_\_\_



Meeting Date: September 19, 2023  
Item #: 3

Contact Name:  
Contact Number:

Department Director:  
City Manager: Robert Frank

**Subject: Approval of Foreclosure of 1 Taylor Street Code Enforcement Lien. (Attorney Solik)**

**Background Summary:**

The City initiated Code Enforcement proceedings last summer against the property located at 1 Taylor Street and owned by Steve & Leslie Marbais. Special Magistrate Fowler found the property owners in continued violation of the City of Ocoee ordinances at the June 16, 2022, Code Enforcement Board hearing and ordered the property into compliance by July 15, 2022. The property was not brought into compliance by the deadline imposed and the City recorded its Order Imposing Fine on July 22, 2022. On July 7, 2022, The property owner filed a pro se Notice of Appeal in the Circuit Court for Orange County, Florida. The property remains in noncompliance and is accruing a \$200 per day fine.

When the property owner missed the deadline to file his Initial Brief, I filed a Motion to Dismiss for failure to file the brief. Before the Court ruled on the Motion to Dismiss the pro se property owner retained counsel who filed a Motion for Extension of Time to file the initial brief. The Court ruled on both motions on July 11, denying the City's motion and giving the property owner until August 1, 2023, to file their brief. On July 20, 2023, the property owner filed a Notice of Voluntary Dismissal. The Court has now filed an Order finally dismissing the case. The property, however, remains in a state of non-compliance. On August 17, 2023, at a duly noticed hearing, the Special Master authorized the City Attorney to file lien foreclosure proceedings.

**Issue:**

Should the Honorable Mayor and City Commissioners approve the foreclosure of 1 Taylor Street's code enforcement lien, as recommended by Attorney Solik?

**Recommendations:**

The attorney is recommending approval of the foreclosure of the 1 Taylor Street code enforcement lien.

**Attachments:**

1. Attorney Memorandum

**Financial Impacts:**

As of September 19, 2023, the fines will have accrued in the amount of \$86,055.62. Mr. and Mrs. Marbais purchased the subject property on January 31, 2022, from Jimmy F. Sills at a purchase price of \$100,000.00. Mr. Sills took back a mortgage with a principal amount of \$90,000.00 at a 4% interest rate. The mortgagee reports that the current principal balance is \$83,227. The assessed value by the Orange County

City of Ocoee ▪ 1 N. Bluford Avenue ▪ Ocoee, Florida 34761  
Phone: (407) 905-3100 ▪ [www.occoee.org](http://www.occoee.org)

Property Appraiser for 2023 is \$91,359.00. The mortgage on the property is superior in time to the City's Code Enforcement lien so if the City is successful in foreclosing the lien the City would take title to the property subject to the existing mortgage.

**Type of Item:** Consent



**Mary Doty Solik, Esq.**  
121 S. Orange Ave., STE 1500  
Orlando, FL 32801

407-367-7868  
msolik@dotysoliklaw.com  
fax: 407-377-6801

**MEMORANDUM**

**TO:** Robert Frank  
Craig Shadrix  
Douglas Gaines

**FROM:** Mary D. Solik, Esq.

**DATE:** August 28, 2023

**RE:** 1 Taylor Street Code Enforcement Matter

.....

As you are aware the City initiated Code Enforcement proceedings last summer against the property located at 1 Taylor Street and owned by Steve & Leslie Marbais. Special Magistrate Fowler found the property owners in continued violation of the City of Ocoee ordinances at the June 16, 2022 Code Enforcement Board hearing and ordered the property into compliance by July 15, 2022. The property was not brought into compliance by the deadline imposed and the City recorded its Order Imposing Fine on July 22, 2022. On July 7, 2022 The property owner filed a pro se Notice of Appeal in the Circuit Court for Orange County, Florida. The property remains in noncompliance and is accruing a \$200 per day fine.

When the property owner missed the deadline to file his Initial Brief, I filed a Motion to Dismiss for failure to file the brief. Before the Court ruled on the Motion to Dismiss the pro se property owner retained counsel who filed a Motion for Extension of Time to file the initial brief. The Court ruled on both motions on July 11, denying the City's motion and giving the property owner until August 1, 2023 to file their brief. On July 20, 2023 the property owner filed a Notice of Voluntary Dismissal. The Court has now filed an Order finally dismissing the case. The property, however, remains in a state of non-compliance. On August 17, 2023, at a duly noticed hearing, the Special Master authorized the City Attorney to file lien foreclosure proceedings. As of September 19, 2023 the fines will have accrued in the amount of \$86,055.62. Mr. and Mrs. Marbais purchased the subject property on January



31, 2022 from Jimmy F. Sills at a purchase price of \$100,000.00. Mr. Sills took back a mortgage with a principal amount of \$90,000.00 at a 4% interest rate. The mortgagee reports that the current principal balance is \$83,227. The assessed value by the Orange County Property Appraiser for 2023 is \$91,359.00. The mortgage on the property is superior in time to the City's Code Enforcement lien so if the City is successful in foreclosing the lien the City would take title to the property subject to the existing mortgage.



Meeting Date: September 19, 2023  
Item #: 4

Contact Name: Michael Rumer  
Contact Number: Ext. 1018

Department Director: Michael Rumer  
City Manager: Robert Frank

**Subject: Approval of Fourth Amendment to the Development Agreement and Amended Escrow Agreement for Arden Park to Provide Funding for Lennar Homes to Facilitate the Widening of Clarke Road. (Development Services Director Rumer)**

### **Background Summary:**

General Location: Clarke Road, Commission District 4 - Ages Hart.

On August 15, 2023, the Public Works Department, under an Emergency Item, requested \$3,253,699.90 of Transportation Impact Fee money to cover the total costs of the Clarke Road Widening costs and will allow Lennar to start the materials procurement process and construction of the two western lanes. The original cost of \$4,634,480.00 was derived utilizing published State cost summaries from 2019/2020 projects. The construction industry has experienced unprecedented annual increases of over 20% in 2021 and 2022. The industry is trending back to less than 5% annual cost increases in 2023, but not decreasing to pre-pandemic levels. Lennar has finalized their cost to construct the Clarke Road improvements and Public Works has reviewed the costs to ensure they are in line with current cost summaries. Based on the final design, an additional \$2,903,699.90 in new costs and an additional \$250,000.00 in contingencies to cover potential change orders will be added to the escrow agreement.

The Escrow Agreement is being amended to change the Law Firm acting as the Escrow Agent from Shuffield Lowman (past City attorney) to Fishback Dominick (new City attorney).

### **Issue:**

Should the Honorable Mayor and City Commissioners approve a Fourth Amendment to the Development Agreement and Amended Escrow Agreement Memorializing the Additional Funds from Transportation Impact Fees to Provide the Required Funding for Lennar Homes to Facilitate the Widening of Clarke Road?

### **Recommendations:**

Staff recommends the Honorable Mayor and City Commissioners approve a Fourth Amendment to the Development Agreement and Amended Escrow Agreement Memorializing the Additional Funds from Transportation Impact Fees to Provide the Required Funding for Lennar Homes to Facilitate the Widening of Clarke Road.

### **Attachments:**

1. Fourth Amendment to Development Agreement-20819574-v3
2. Escrow agreement (REDLINED) - crd - 8 14 23

**Financial Impacts:**

\$3,253,699.90 from Transportation Impact Fees

**Type of Item:** Consent

**THIS INSTRUMENT WAS  
PREPARED BY:**

Scott A. Glass, Esq.  
Shutts & Bowen LLP  
300 S. Orange Ave., Ste. 1600  
Orlando, Florida 32801

**AND IS TO BE RETURNED TO:**

Melanie Sibbitt, City Clerk  
City of Ocoee  
150 N. Lakeshore Dr.  
Ocoee, FL 34761

**FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT**  
**(ARDEN PARK)**

THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT (the “Fourth Amendment”) is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”) by and between **LENNAR HOMES, LLC**, a Florida limited liability company whose mailing address is Suite 310, 6750 Forum Drive, Orlando FL 32821 (referred to herein as “Lennar” or “Developer”) and the **CITY OF OCOEE**, a Florida municipal corporation whose mailing address is City of Ocoee, Attn.: City Manager, 150 North Lakeshore Drive, Ocoee, FL 34761 (the “City”).

**WITNESSETH:**

**WHEREAS**, on or about March 27, 2007, the City and Arden Park Ventures, LLC, (“APV”) entered into that certain Development Agreement (Arden Park) recorded as Instrument 20070199656 in O. R. Book 9180, Page 4856 among the Official Records of Orange County, Florida (the “Development Agreement”); and,

**WHEREAS**, the Development Agreement set forth the rights, duties and obligations of APV and the City with respect to development of the Arden Park planned residential community on certain property then wholly owned by APV and more fully described on Exhibit “A” attached hereto and incorporated herein (the “Property”); and

**WHEREAS**, on or about March 24, 2011, the City and APV executed that certain First Amendment to Development Agreement (Arden Park) recorded as Document 20110294011 in O.R. Book 10222, Page 6665 among the Official Records of Orange County, Florida (the “First Amendment”); and,

**WHEREAS**, on September 29, 2011, APV, assigned all of its rights, duties and obligations under the Development Agreement to Standard Pacific of Florida, a Florida general partnership (“Standard Pacific”), pursuant to that certain Assignment of Development Agreement recorded as Document 20110516824 in O.R. Book 10274, Page 7198 among the Official Records of Orange County, Florida; and,

**WHEREAS**, on or about February 19, 2013, the City and Standard Pacific entered into that certain Second Amendment to Development Agreement (Arden Park) recorded as Document 20130115380 recorded in O.R. Book 10529, Page 4035 among the Official Records of Orange County, Florida (the “Second Amendment”); and,

**WHEREAS**, in 2015, Standard Pacific and related entities merged with The Ryland Group, Inc., to form CalAtlantic Group, Inc. (“CalAtlantic”); and,

**WHEREAS**, pursuant to such merger CalAtlantic became successor in interest to all of Standard Pacific’s rights, duties and obligations as developer of Arden Park under the Amended Development Agreement; and

**WHEREAS**, in February, 2018, CalAtlantic was acquired by Lennar; and,

**WHEREAS**, on February 18, 2021, the City, Lennar and Arden Park North Homeowners Association, Inc., entered into that certain Third Amendment to Development Agreement (Arden Park) recorded as Document 20210222978 recorded among the Official Records of Orange County, Florida (the “Third Amendment”) (the Development Agreement, the First Amendment, the Second Amendment and the Third Amendment being hereafter collectively referred to as the “Amended Development Agreement”); and,

**WHEREAS**, the City has previously planned, designed, engineered and constructed a portion of the City road known as Clarke Road; and

**WHEREAS**, it is the City’s desire that Clarke Road be extended and improved such that it eventually connects McCormick Road on the north to State Road 50 (a/k/a Colonial Drive) on the south, with the segment of Clarke Road to the north of Clarcona-Ocoee Road being a two-lane road and the segment of Clarke Road to the south of Clarcona-Ocoee Road being a four-lane, divided urban road; and

**WHEREAS**, as successor to CalAtlantic by acquisition Lennar has assumed all rights, duties and obligations of the Developer under the Amended Development Agreement including, but not limited to, the obligation to design, engineer, permit and construct a two-lane segment of Clarke Road which is designated and depicted as, “Section B,” in the Amended Development Agreement; and,

**WHEREAS**, Lennar has designed, engineered, permitted and has constructed, or is currently constructing, “Section B”; and,

**WHEREAS**, the Amended Development Agreement contemplated that other segments of Clarke Road, designated as “Section A” and “Section C,” would be designed and constructed by others or would be designed by others, but constructed by APV or its successor at the City’s expense; and,

**WHEREAS**, “Section A” has been completed by others, but “Section C” has not and the City has determined that, from a time and cost efficiency perspective, it is desirable to have Lennar proceed with the design, engineering, permitting and construction of “Section C”; and,

**WHEREAS**, the City has further determined that, again, from a time and cost efficiency perspective, it is desirable to have Lennar design, engineer, permit and construct certain other improvements to Clarke Road south of Clarcona-Ocoee Road as hereinafter described.

**NOW THEREFORE**, in consideration of the premises, the sum of ten dollars and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which being hereby acknowledged, City and Lennar agree as follows:

**I. Recitals; Definitions.** The above recitals are true and correct and are incorporated herein by this reference. All capitalized terms not otherwise defined herein shall be as defined in the Amended Development Agreement.

**II. Amendment of Amended Development Agreement.** The parties acknowledge that the obligations contained in subsections A, B, C, D, E, F, G, O, P, R, S, T and V of Section 4. of the Amended Development Agreement have been satisfied or otherwise replaced with obligations set forth herein. As such, in addition, Section 4. of the Amended Development Agreement is hereby deleted in its entirety and replaced with the following:

4. **Clarke Road Right-of-Way and Improvements.** The following provisions shall apply:

- (i) Neither the Developer, its successors and assigns, nor any other person or entity shall be entitled to any road impact fee credits or other compensation of any kind for, on account of, or with respect to the required dedication and conveyance of the Clarke Road Right-of-Way to the City, or the design, engineering, permitting and construction of any improvements to Clarke Road, except as set forth herein.
- (ii) Developer shall design, engineer, permit and cause to be constructed certain improvements to Clarke Road south of the intersection of Clarke Road and Clarcona-Ocoee Road generally depicted as Section C (the “Section C Improvements”) on the Clarke Road Design Sketch (the “PDA Sketch”) attached and incorporated as **Exhibit “D”**. The City shall pay for the Section C Improvements as provided in Section 4(vi), below.
- (iii) Developer shall also design, engineer, permit and cause to be constructed those improvements necessary to complete Clarke Road from the southern terminus of Section C to that point north of A.D. Mims Road where Clarke Road currently transitions from four-lanes to two-lanes (hereafter, the “Section D Improvements”), as depicted on **Exhibit “E”** attached hereto and incorporated by reference herein. The City shall pay for the Section D Improvements as provided in Section 4.(vi), below. The Section C

Improvements and the Section D Improvements are hereafter collectively referred to as the “City Road Improvements.”

- (iv) The City Road Improvements shall include the necessary roadway, attendant sidewalks, streetlights, median landscaping, and provision for customary utilities and stormwater management. Prior to entering into any contracts for the design, engineering, permitting and/or construction of the City Road Improvements, Developer shall obtain a separate price (a/k/a “Bid”) for such work from the entity or entities Developer has contracted with to perform that particular type of work, *i.e.*, design, engineering, permitting and/or construction, for the Developer Road Improvements. Developer will promptly provide each such Bid to the City and the City shall have ten (10) business days from receipt of a Bid to either approve or reject it. In the event a Bid is rejected the City shall advise Developer, in writing, of the reasonable basis or bases for such rejection. Developer shall then have thirty (30) days to address such issues with the bidder in an effort to resolve the City’s concerns or to obtain a Bid which addresses the City’s issue(s) from another entity. If Developer submits a revised Bid or a new Bid the City shall have five (5) business days to either accept or reject it. If the City fails to notify Developer, in writing, of the City’s decision by the end of such five (5) day period, the Revised Bid or alternative Bid, as the case may be, shall be deemed rejected and the Developer shall have no further obligation to perform, or secure the performance, of that particular work. On the other hand, if the City approves a Bid, a revised Bid or an alternative Bid, then Developer will, within thirty (30) days of Developer’s receipt of the City’s written notice of approval, enter a contract (or an amendment to Developer’s existing contract) with the bidding entity for the performance of the work in question. The contract or contract amendment, as the case may be, shall name the City as an intended third-party beneficiary of the performance obligations of the contractor with respect to the work to be performed thereunder. Approval or rejection of a Bid by the City may be done by the City Manager of the City, or his designee, with no further action required by the City Commission of the City.
- (v) As an alternative to the procedure set forth in paragraph 4(iv) above, Developer may enter into a contract for the design, engineering, permitting and construction of the City Road Improvements on a non-bid basis at a price acceptable to and approved by City, which acceptance and approval may be granted or withheld in the City’s sole and absolute discretion. Approval or rejection of this alternative procedure may be done by the City Manager of the City, or his designee, with no further action being required by the City Commission of the City.
- (vi) If City directs Developer to proceed with the design, engineering, permitting and/or construction of the City Road Improvements, or any part

thereof, then, in consideration therefor, City agrees to pay for the same as follows:

- a. City, Developer, and Shuffield Lowman, P.A. entered into an Escrow Agreement on terms acceptable to the parties thereto and consistent with the provisions hereof. Fishback Dominick shall succeed Shuffield Lowman, P.A. as escrow agent and the parties hereto shall enter into a new Escrow Agreement with Fishback Dominick. References in this Fourth Amendment to “Escrow Agent” shall refer to the law firm then serving as Escrow Agent in its capacity as an escrow agent.
- b. The City has deposited Four Million Six Hundred Thirty-Four Thousand Four Hundred Eighty Dollars (\$4,634,480.00) with the Escrow Agent to be used by the Escrow Agent to pay approved and documented invoices for the City Road Improvements and to pay Developer’s project management fee as set forth below (the “Initial Deposit”). The City shall within ten (10) business days of the execution of this Fourth Amendment deposit an additional Three Million Two Hundred Fifty-Three Thousand Six Hundred Ninety-Nine Dollars and Ninety Cents (\$3,253,699.90) with the Escrow Agent to be used by the Escrow Agent for the same purposes as the Initial Deposit. Therefore, the City’s total deposit in escrow shall amount to Seven Million Eight Hundred Eighty-Eight Thousand One Hundred Seventy-Nine Dollars and Ninety Cents (\$7,888,179.90).
- d. Inasmuch as Developer is directly contracting for performance of the design, engineering, permitting and construction of the City Road Improvements, Developer shall receive invoices for material received and/or work performed directly from the party providing such material or performing such work. Developer shall verify the invoice against the terms of the underlying bid and contract, review any appropriate documentation and, before forwarding such invoice to the Escrow Agent for payment from Escrowed Funds, verify the invoice only includes Allowable Costs as hereafter defined, and that the materials supplied or the work performed according to such invoice have in fact been received or has been performed, as the case may be. Each invoice shall be certified by a professional Engineer licensed to practice in the State of Florida and shall be accompanied by such documentation as is reasonable and customary to support payment. Once Developer has verified the validity of the invoice Developer shall send the invoice, along with written confirmation of its accuracy, to the City.
- d. Upon receipt, City shall have thirty (30) days to direct the Escrow Agent to pay any undisputed portion of such invoice and to notify Developer, in writing, if City disputes any portion of such invoice or requires additional documentation to determine whether payment is appropriate.



Developer shall have ten (10) business days to provide additional documentation and/or to submit a written request to meet with City staff in order to attempt to resolve such dispute. City staff will meet with Developer within ten (10) business days after City's receipt of a written request for such meeting. If the dispute remains unresolved after such meeting the matter shall be elevated to the City Manager or, at the City Manager's designation, the Assistant City Manager, who shall meet with Developer within ten (10) business days after the date Developer and City staff met. The City Manager or Assistant City Manager, as the case may be, shall then have five (5) business days to make a final decision. Such final decision may thereafter be challenged by an appropriate action filed in the Ninth Judicial Circuit Court for Orange County, Florida and the provision for attorney's fees costs provided in Section 17 of this agreement shall apply thereto.

- e. Upon receipt of written directions from the City, Escrow Agent shall, within two (2) business days, pay undisputed amounts directly to the invoicing party. Simultaneously with each such payment the Escrow Agent shall issue a separate payment to developer in an amount equal to nine and one-half percent (9.5%) of such payment as a project management fee to compensate Developer for its time, resources and administrative overhead. Notwithstanding anything herein to the contrary, such project management fee shall be capped at Four Hundred Forty Thousand Two Hundred Seventy-Five Dollars and Sixty Cents (\$440,275.60) and once said cap has been reached no further project management fee shall thereafter be due to Developer or paid by Escrow Agent.
- f. City shall pay all reasonable actual costs incurred in the design, engineering, permitting and construction of the City Road Improvements, including reasonable and customary "soft" costs incurred in the design, engineering, permitting and construction of the City Road Improvements such as, by way of illustration and not limitation, the cost of necessary surveys, environmental studies, geotechnical studies, legal fees, permit application fees, environmental mitigation directly related to the City Road Improvements, and the like (collectively, the "Allowable Costs"). As each significant aspect of the City Road Improvements are completed, but in no event less than quarterly, Developer shall ensure invoices have been submitted to the Escrow Agent for payment of completed work.
- g. Nothing herein shall prevent the City from seeking reimbursement from adjacent property owners or any other entity for costs associated with the City Road Improvements.

- (vii) City shall be responsible for providing or causing others to provide the facilities necessary to meet the stormwater requirements associated with the City Road Improvements. Notwithstanding any other provision of this Agreement to the contrary, Developer shall have no obligation to construct the City Road Improvements until such time as the City or other party has provided the facilities necessary to meet the stormwater requirements associated with the City Road Improvements.
- (viii) The Developer shall convey to the City, or cause the current owner thereof to convey to the City, within 60 days of the date of this Fourth Amendment, certain property it owns east of Clarke Road and adjacent to Lake Trout and more particularly described as Tract R according to the Plat of Arden Park North Phase 4 recorded at Plat Book 100, Page 136, Public Records of Orange County, Florida. The conveyance shall be by special warranty deed free and clear of all liens and encumbrances except for those matters acceptable to the City. The form of the special warranty deed shall be subject to approval of the City. The Developer shall contemporaneously with the conveyance of such tract, provide to the City a current attorney's opinion of title, or a current title commitment to be followed by a policy of title insurance, evidencing that fee simple title to such property is free and clear of all liens and encumbrances except for those matters acceptable to the City. The costs and expenses related to the conveyance of such tract, including the cost of title work, shall be borne solely by the Developer. Real property taxes on the property shall be prorated as of the day of the City's acceptance of the conveyance of the same and the prorated amount of such real property taxes attributable to the Developer shall be paid and escrowed in accordance with the provisions of Section 196.295, Florida Statutes; provided, however, that if the conveyance occurs between November 1 and December 31, then the Developer shall be responsible for real property taxes for the entire year.
- (ix) Upon completion of construction of each segment of the City Road Improvements the City shall conduct a final inspection of the applicable segment and, if such construction passes inspection and Developer has complied with all applicable written City standards and requirements for road construction in effect as of the Effective Date of this Agreement, City shall issue a certificate of completion for such segment.
- (x) City shall be responsible for adjusting the timing of all traffic signals necessitated by construction of the City Road Improvements.
- (xi) The City may vacate the existing Hobson Road adjacent to portions of the Property. Such vacation shall be at the City's timing and sole cost and expense. Developer and the HOA hereby agree not to oppose the vacation of Hobson Road and hereby agree to relinquish any rights or claims to any portion of such road upon vacation of the same.

**III. No Third-Party Beneficiaries.** This Fourth Amendment is solely for the benefit of the formal parties hereto and their respective successors and assigns and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party. Nothing in this Fourth Amendment, express or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the formal parties hereto and their respective affiliates, representatives, heirs, successors and assigns.

**IV. Counterparts.** This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

**V. Recordation.** An executed original of this Fourth Amendment shall be recorded among the Official Records of Orange County, Florida, by the City at the Developer's sole expense.

**VI. Fourth Amendment to Control in Event of Conflict.** To the extent any term, condition or provision of this Fourth Amendment conflicts with any term, condition or provision of the Amended Development Agreement including, but not limited to, any term, condition or provision set forth in the Revised Arden Park Conditions of Approval attached as Exhibit "B" to the Second Amendment, or any term, condition or provision of the Amended Land Use Plan for Arden Park Planned Unit Development as the same is in effect on the Effective Date hereof, then, in such instance, the conflicting term, condition or provision of this Fourth Amendment shall control.

**VII. Balance of Amended Development Agreement Remains Effective.** Except as specifically amended by this Third Amendment, all terms, conditions and provisions of the Amended Development Agreement shall remain in full force and effect.

[Signature Pages to Follow]

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**DEVELOPER:**

**LENNAR HOMES, LLC**, a Florida  
limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of **LENNAR HOMES, LLC**, a Florida limited liability company who is ☐ personally known to me or ☐ produced \_\_\_\_\_ as identification, and that he/she acknowledged executing the same on behalf of said company in the presence of two subscribing witnesses, freely and voluntarily, for the uses and purposes expressed therein.

**WITNESS** my hand and official seal in the State and County last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary (typed, printed or stamped)

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print  
Name: \_\_\_\_\_

\_\_\_\_\_  
Print  
Name: \_\_\_\_\_

**FOR USE AND RELIANCE ONLY BY  
THE CITY OF OCOEE, FLORIDA;  
APPROVED AS TO FORM AND  
LEGALITY THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_\_\_**

**FISHBACK DOMINICK**

By: \_\_\_\_\_  
Richard S. Geller, City Attorney

**CITY:**

**CITY OF OCOEE, FLORIDA, a  
Florida municipal corporation**

By: \_\_\_\_\_  
Rusty Johnson, Mayor

Attest: \_\_\_\_\_  
Melanie Sibbitt, City Clerk

(SEAL)

**APPROVED BY THE OCOEE CITY  
COMMISSION AT A MEETING  
HELD ON \_\_\_\_\_, 20\_\_\_\_  
UNDER AGENDA ITEM NO. \_\_\_\_.**

**STATE OF FLORIDA  
COUNTY OF ORANGE**

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

**WITNESS** my hand and official seal in the State and County last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary (typed, printed or stamped)  
Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

## JOINDER AND CONSENT

The HOA hereby executes this Fourth Amendment solely for the purpose of agreeing to the obligation and waiver contained in Section 4(xi) of Article II of the Fourth Amendment and for no other purpose.

**Signed, sealed and delivered  
in the presence of:**

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

**HOA:**

**ARDEN PARK NORTH  
HOMEOWNERS ASSOCIATION,  
INC.,** a Florida not-for-profit  
corporation

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**I HEREBY CERTIFY** that on this day, before me by means of ☐ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of **ARDEN PARK NORTH HOMEOWNERS ASSOCIATION, INC.,** a Florida not-for-profit corporation who is ☐ personally known to me or ☐ produced \_\_\_\_\_ as identification, and that he/she acknowledged executing the same on behalf of said company in the presence of two subscribing witnesses, freely and voluntarily, for the uses and purposes expressed therein.

**WITNESS** my hand and official seal in the State and County last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

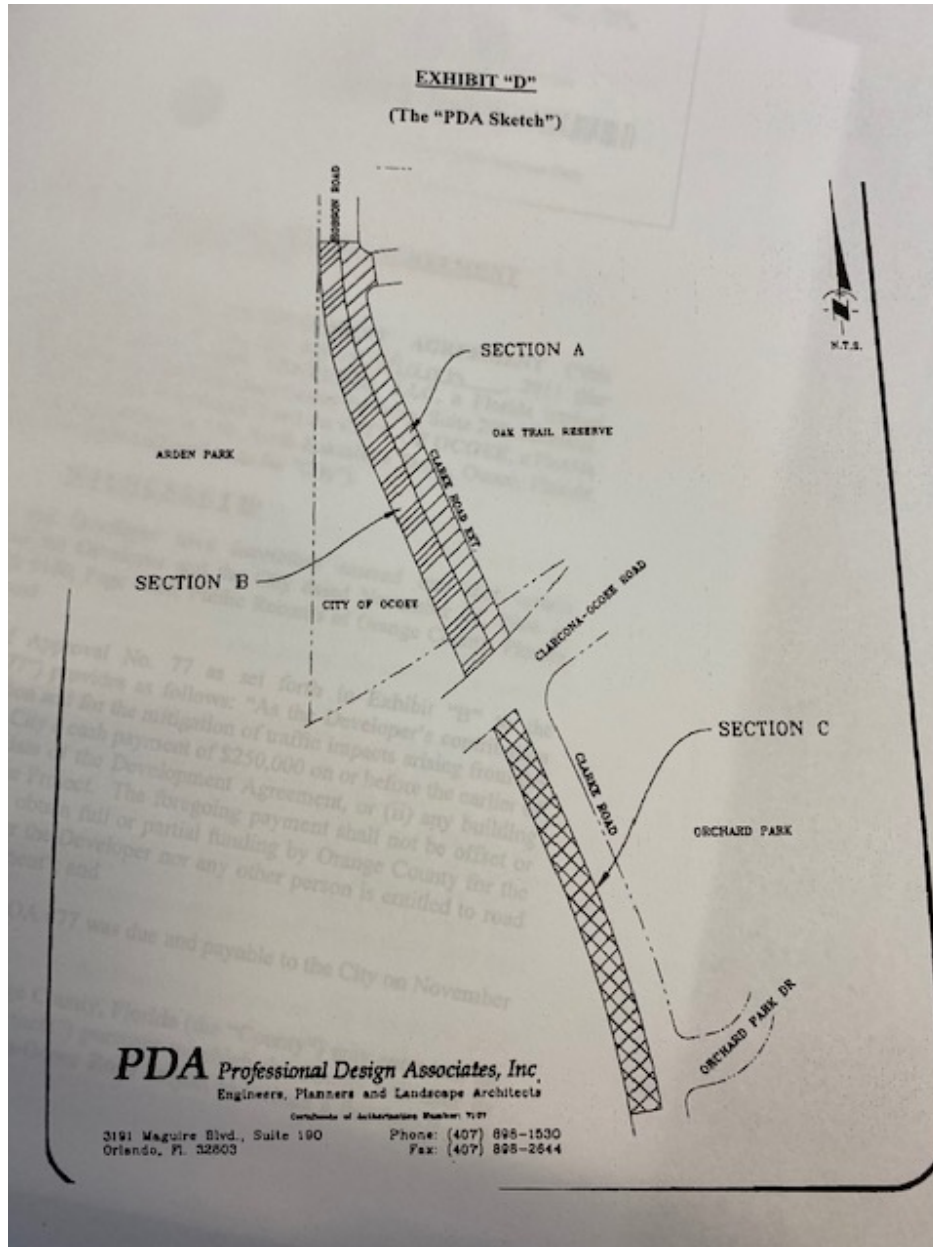
\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary (typed, printed or stamped)

Commission Number: \_\_\_\_\_

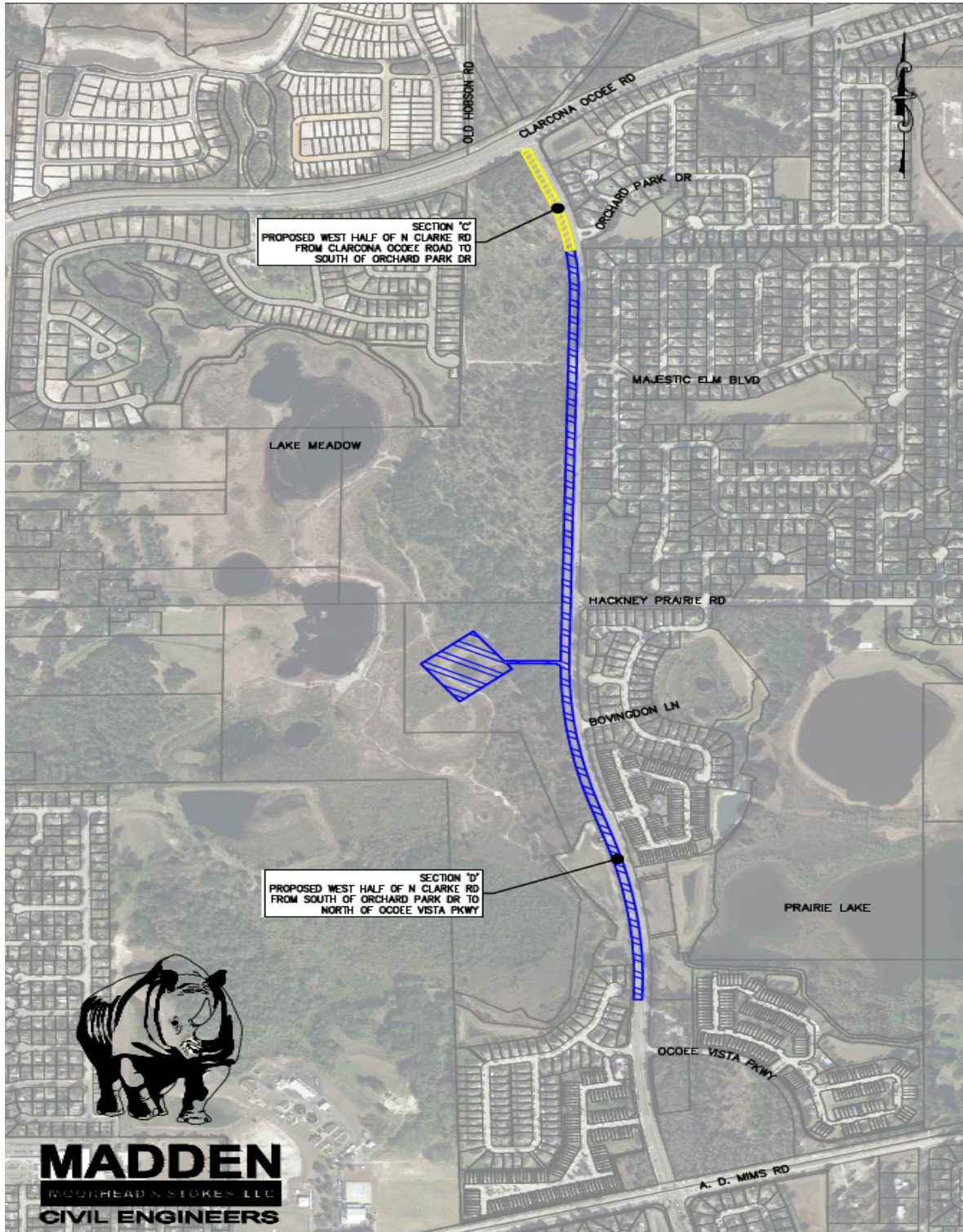
Commission Expires: \_\_\_\_\_

## EXHIBIT "D"





## EXHIBIT "E"



ORLDOCS 18130853 1

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ORLDOCS 20819574 3

**ESCROW AGREEMENT**  
**(Clarke Road Improvements)**

**THIS ESCROW AGREEMENT** (the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “**Effective Date**”) by and between **LENNAR HOMES, LLC**, a Florida limited liability company whose mailing address is Suite 310, 6750 Forum Drive, Orlando FL 32821 (“**Lennar**”), the **CITY OF OCOEE**, a Florida municipal corporation whose mailing address is City of Ocoee, Attn.: City Manager, 150 North Lakeshore Drive, Ocoee, FL 34761 (“**City**”), and **FISHBACK DOMINICK**, a Florida limited partnership whose mailing address is 1947 Lee Road, Winter Park, Florida 32789 (“**Escrow Agent**”). For purposes of this Agreement, Lennar, City and Escrow Agent are each a “**Party**” and collectively are the “**Parties**”.

**WITNESSETH:**

**WHEREAS**, Shuffield Lowman, P.A., has served as the original escrow agent for the City Road Improvements described below; and

**WHEREAS**, the Ocoee City Commission has appointed Fishback Dominick its City Attorney; and

**WHEREAS**, Fishback Dominick is agreeing to assume the responsibilities of Escrow Agent with respect to the City Road Improvements described below; and

**WHEREAS**, Lennar and City entered into that certain Fourth Amendment to Development Agreement (Arden Park) (the “**Development Agreement**”); and

**WHEREAS**, City previously planned, designed, engineered, constructed and maintained a public road, known as Clarke Road, within the City; and,

**WHEREAS**, Lennar is the developer of the Arden Park residential community located immediately west of Clarke Road and north and south of Clarcona-Ocoee Road within the City; and

**WHEREAS**, as part of its mitigation of the impacts of the Arden Park development Lennar has previously planned, designed, engineered and constructed certain improvements to Clarke Road and dedicated the same to the City; and

**WHEREAS**, the Development Agreement contemplates that Lennar, at the City’s sole cost and expense, shall design, engineer, permit and construct a segment of Clarke Road designated as “Section C” in the Development Agreement (the “**Section C Improvements**”); and,

**WHEREAS**, the Development Agreement further contemplates that Lennar, again at the City's sole cost and expense, shall design, engineer, permit and construct certain other improvements to Clarke Road south of Clarcona-Ocoee Road designated as Section D in the Development Agreement (the "**Section D Improvements**"); and

**WHEREAS**, the Section C Improvements and the Section D Improvements are collectively referred to herein as the "**City Road Improvements**;" and

**WHEREAS**, City has agreed to deposit, or cause to be deposited with Escrow Agent the total amount of SEVEN MILLION EIGHT HUNDRED EIGHTY-EIGHT THOUSAND ONE HUNDRED SEVENTY NINE AND 90/100 DOLLARS (\$7,888,179.90) (the "**Construction Reserve**"), all or a portion of which may be transferred from the prior escrow agent, Shuffield Lowman, P.A., to be used to pay for Allowable Costs of the City Road Improvements;

**WHEREAS**, the Parties desire to enter into this Agreement evidencing their agreement with respect to the construction of the City Road Improvements and the holding and disbursement of the Construction Reserve.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Escrow Agent, the Parties, each desiring to be legally bound, hereby agree as follows:

1. **Incorporation of Recitals; Defined Terms.** The foregoing recitals are true and correct and are hereby incorporated herein by reference. Any terms in this Agreement beginning with an initial upper-case letter and not otherwise defined herein shall have the meaning attributed thereto in the Development Agreement. The following terms used in this Agreement shall have the meanings set forth below:

"**Business Day**" shall mean and refer to any day other than a Saturday, Sunday, or any federal holiday or state holiday in Florida.

"**Construction Contract**" shall mean the contract for construction of the City Road Improvements that will be entered into by and between Lennar and a general contractor (the "**General Contractor**").

2. **Establishment of Escrow Account.** Within ten (10) business days of the execution of this Escrow Agreement, City shall deliver, and/or give directions to cause the prior escrow agent, Shuffield Lowman, P.A., to deliver to Escrow Agent the Construction Reserve via wire transfer of immediately available funds pursuant to the wiring instructions provided by Escrow Agent. The wiring instructions for the Escrow Agent, Fishback Dominick, are attached hereto as Exhibit "A." The Construction Reserve shall be held and disbursed by Escrow Agent in

accordance with the terms of this Agreement. Escrow Agent shall hold the Construction Reserve in a non-interest-bearing trust account.

3. **Disbursements.** Whenever Lennar wishes to make a draw upon the Construction Reserve for the purposes set forth in this Agreement and the Development Agreement, Lennar shall send a written notice (a “**Disbursement Request**”) to City, with a copy to the Escrow Agent, requesting a disbursement from the Construction Reserve. Each Disbursement Request shall be in the form attached hereto as **Exhibit “B”**, shall be certified by a Professional Engineer licensed to practice in the State of Florida and shall be accompanied by one or more underlying invoices and such other documentation as may be reasonable and customary to support payment (collectively, with the Disbursement Request, the “**Draw Documents**”).

(a) Upon receipt of Draw Documents the City shall have thirty (30) days to direct the Escrow Agent to pay any undisputed portion thereof and to notify Lennar, in writing, of any disputed portion or if the City requires additional documentation to determine whether payment is appropriate. Lennar shall have ten (10) business days to provide additional documentation and/or to submit a written request to meet with City staff in order to attempt to resolve such dispute as provided in the Development Agreement.

(b) Upon receipt of written directions from the City (which directions may be issued via electronic mail), or after thirty (30) days from receipt of a Disbursement Request if the City has neither approved nor disputed the same, Escrow Agent shall, within two (2) Business Days, pay undisputed amounts directly to each invoicing party as identified in the Draw Documents. Simultaneously, Escrow Agent shall issue a separate payment to Lennar for its management fee in an amount equal to nine and one-half percent (9.5%) of the total of such direct vendor payments.

(c) In making any disbursements hereunder, Escrow Agent shall be entitled to rely upon the accuracy or completeness of any Draw Documents submitted to Escrow Agent.

(d) In the event there are funds remaining in the Construction Reserve after City has met all of its payment obligations for the construction of the City Improvements the City may request that Lennar confirm the same in writing to Escrow Agent at which point Escrow Agent shall disburse any remaining funds in the Construction Reserve to the City.

4. **Close of Escrow.** Once the Construction Reserve has been disbursed in full, the Escrow Agent shall have no further obligation hereunder. The full disbursement of the Construction Reserve, however, shall not terminate or otherwise affect the remaining rights and obligations, if any, between Lennar and City under the provisions of the Development Agreement.

5. **Escrow Agent.** The Escrow Agent is acting as a stakeholder only with respect to the Construction Reserve and if there is any dispute as to whether Escrow Agent is obligated to deliver the Construction Reserve or as to whom the Construction Reserve is to be delivered, Escrow Agent may refuse to make delivery and may continue to hold the Construction Reserve until receipt by Escrow Agent of an authorization in writing, signed by City and Lennar, directing the disposition of the Construction Reserve. In the absence of any such authorization, Escrow Agent may hold the Construction Reserve until a final determination of the rights of the Parties in an appropriate proceeding or may bring an appropriate action or proceeding for leave to deposit the Construction Reserve in a court of competent jurisdiction pending such determination in which event the Escrow Agent may recover all of its court costs and reasonable attorneys' fees. The non-prevailing Party, *i.e.*, City or Lennar, in any such action shall be solely obligated to pay such costs and fees of the Escrow Agent, as well as the costs and reasonable attorneys' fees of the prevailing party in accordance with the other provisions of this Agreement. City and Lennar recognize that Escrow Agent's duties hereunder are only as specifically provided herein and are purely ministerial in nature and City and Lennar therefore agree that Escrow Agent shall, so long as it acts in good faith, have no liability to either except for any willful misconduct or gross negligence. Escrow Agent shall have no duties or responsibilities except for those expressly set forth herein. Escrow Agent shall not be bound by any modification of this Agreement unless the same is in writing and signed by all parties hereto, and to the extent Escrow Agent's duties hereunder will in any way be affected by said modification, Escrow Agent will be bound only if Escrow Agent has given its prior written consent thereto.

6. **Waiver of Conflict.** The parties acknowledge that Escrow Agent also is serving as an attorney for City. Lennar hereby waives any conflict of interest or claim therefore arising from Escrow Agent's dual service as Escrow Agent and attorney for City. In the event of any dispute or litigation arising under this Contract, other than a dispute directly dealing with Escrow Agent's failure to abide by its duties hereunder, Lennar hereby consents to Escrow Agent's continuing representation of City in any such dispute or litigation; provided, however, that upon demand by Lennar, Escrow Agent will deposit any remaining Construction Reserve funds with an appropriate court.

7. **Expenses.** In the ordinary course of the Agreement (excluding litigation expenses which are addressed separately), City shall be responsible for the payment of all fees and costs incurred by the Escrow Agent in connection with this Agreement and the holding of the Construction Reserve pursuant to the terms hereof.

8. **Financial Institutions - Escrow Account.** The Construction Reserve held by Escrow Agent shall be placed in a non-interest-bearing account by the Escrow Agent with an FDIC insured financial institution with which the Escrow Agent holds accounts. Notwithstanding the Escrow Agent's acquiescence in the selection of the financial institution at which the escrow account of the Construction Reserve is maintained, Escrow Agent shall not be responsible or liable

for: (a) any failure on the part of the financial institution at which the account of the Construction Reserve is maintained; (b) the unavailability of Federal Deposit Insurance Corporation (“FDIC”) insurance on all or any portion of the Construction Reserve; (c) any inability or failure of said financial institution to deliver the Construction Reserve or any portion thereof when required by this Escrow Agreement; or (d) any matters beyond the direct and exclusive control of Escrow Agent.

9. **Notice.** Any notice provided or permitted to be given under this Agreement must be addressed to the party to be notified, be in writing and may be served (i) by depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by depositing the same with a nationally-recognized overnight courier for next Business Day delivery, or (iii) by email transmission prior to 6:00 p.m. ET on any Business Day (provided that a copy of any notice sent by email must additionally be contemporaneously sent to the addressee by another method listed in this Section 10). Notice given in accordance with (i) and (ii) above shall be effective upon deposit and notice given in accordance with (iii) above shall be effective upon the date of dispatch. For purposes of notice, the addresses of the parties shall be as follows:

If to Lennar:                   Lennar Homes, LLC  
                                      Attn: Mark McDonald  
                                      Suite 310, 6750 Forum Drive  
                                      Orlando FL 32821  
                                      Phone:  
                                      E-mail: Mark.McDonald@Lennar.com

With a copy to:               Fishback Dominick  
                                      1947 Lee Rd.  
                                      Winter Park, FL 32789  
                                      Attn: Richard Geller Esq.  
                                      Phone: (407) 262-8400  
                                      E-mail: rgeller@fishbacklaw.com

If to City:                     City of Ocoee  
                                      Attn: Mike Rumer, Planning Director  
                                      150 N. Lakeshore Drive  
                                      Ocoee, FL 34761  
                                      Phone:  
                                      E-mail: MRumer@occoee.org

With a copy to:               Fishback Dominick  
                                      1947 Lee Rd.  
                                      Winter Park, FL 32789

Attn: Richard Geller Esq.  
Phone: (407) 262-8400  
E-mail: rgeller@fishbacklaw.com

If to Escrow Agent: Fishback Dominick  
1947 Lee Rd.  
Winter Park, FL 32789  
Attn: Richard Geller Esq.  
Phone: (407) 262-8400  
E-mail: rgeller@fishbacklaw.com

10. **Amendment and Waiver.** No provision of this Agreement may be amended, nor will any waiver of any term of this Agreement be effective, unless in writing and signed by the Party who is granting such waiver. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation, or warranty by either Party will not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation, or warranty unless specifically consented to in writing.

11. **Governing Law and Binding Effect.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action arising out of, or related to this Agreement shall be brought in a court of competent jurisdiction in Orange County, Florida. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors, heirs, legal representatives and assigns. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. In the event of any dispute between the Parties concerning this Agreement or the Construction Reserve, each of the Parties knowingly and voluntarily waive any right to a trial by jury.

**IN WITNESS WHEREOF**, each of the parties hereto has duly signed and sealed this Agreement or caused such to be done, effective as of the date of this Agreement.

**DEVELOPER:**

**LENNAR HOMES, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**CITY:**

**CITY OF OCOEE, FLORIDA**

By: \_\_\_\_\_

Rusty Johnson, Mayor

Attest: \_\_\_\_\_

FOR USE AND RELIANCE ONLY BY  
THE CITY OF OCOEE, FLORIDA;  
APPROVED AS TO FORM AND LEGALITY

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

**FISHBACK DOMINICK**

By: \_\_\_\_\_

Richard S. Geller, City Attorney

Melanie Sibbitt, City Clerk  
(SEAL)

**ESCROW AGENT:**

**FISHBACK DOMINICK**

By: \_\_\_\_\_

Richard S. Geller, City Attorney



**EXHIBIT “A”**

**Wiring Instructions to Fishback Dominick**

**EXHIBIT “B”**

**DISBURSEMENT REQUEST**

**LENNAR HOMES LLC** (“Lennar”) hereby submits the following invoices, copies of which are attached hereto, for materials supplied and/or work performed in relation to the construction of Clarke Road improvements in accordance with that certain Third Amendment to Development Agreement (Arden Park) (the “Development Agreement”) entered into by and between Lennar and the City of Ocoee (“City”):

| Supplier, Contractor or Vendor Name | Invoice #, Date and Amount | Brief description of material / work. | Amount certified as currently due. |
|-------------------------------------|----------------------------|---------------------------------------|------------------------------------|
|                                     |                            |                                       |                                    |
|                                     |                            |                                       |                                    |
|                                     |                            |                                       |                                    |
|                                     |                            | SUBTOTAL                              |                                    |
|                                     |                            | +9.5% Mgmt. Fee                       |                                    |
|                                     |                            | TOTAL DRAW                            |                                    |

and requests that City direct Escrow Agent, to pay each invoice directly to the issuer thereof from the Construction Reserve and to further pay directly to Lennar the above-listed management fee. The undersigned Florida licensed and registered Professional Engineer hereby certifies that he/she has reviewed the invoices and that they accurately reflect materials delivered and/or work performed in a good and workmanlike manner in accordance with the terms of the Construction Contract and that there have been no changes thereto which have not been approved in writing by the City. Lennar has not received any notices of intent to file liens or any other claims from any subcontractors or suppliers performing work or supplying materials in furtherance of the Construction Contract.

\_\_\_\_\_ P.E.

Print name:

Seal:



Meeting Date: September 19, 2023  
Item #: 5

Contact Name: Martrivus Keaton  
Contact Number: Ext. 1088

Department Director: Michael Rumer  
City Manager: Robert Frank

**Subject: Approval of Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Escrow Agreement with Heartland Dental. (Development Engineer Keaton)**

**Background Summary:**

Heartland Dental property is located on the south-east corner of the intersection at Blackwood Ave and Montgomery Ave, adjacent to the Crestwood Heights Townhomes Subdivision. The property consists of (1) 5,984 square foot dental office building. The infrastructure improvements include public roadways, potable water, sanitary sewer, other private utilities, stormwater collection system, and associated landscaping. Identified punch list repairs are currently being completed, and the developer is nearly ready to start the two-year warranty period for the public improvements.

As a requirement of the Land Development Code, the developer is required to furnish the City with a Surety to cover any possible damages discovered during the next two years. Should the developer not choose to make those repairs, VMG Acquisitions, LLC has provided the City with an Escrow in the amount of 10% of the constructed improvements. The Escrow provided is for a grand total of \$ 5,871.04. The attached Maintenance, Materials, and Workmanship Agreements (Form 8 from the Land Development Code) act as the executable document between the developer and the City. The Surety will be returned to the developer upon completion of the two-year warranty period and the repair of any damages caused over those two years.

**Issue:**

Should the Honorable Mayor and City Commissioners accept the Surety, as provided by VMG Acquisitions, LLC, for the two-year warranty for Heartland Dental and execute the Maintenance, Materials, and Workmanship Agreement?

**Recommendations:**

The Development Services Department recommends the Honorable Mayor and City Commissioners approve the acceptance of the Surety and the execution of the Maintenance, Materials, and Workmanship Agreement with VMG Acquisitions, LLC for Heartland Dental.

**Attachments:**

1. MMW Agreement - Ocoee Heartland Dental

**Financial Impacts:**

There are no financial impacts to the City in accepting this two-year warranty surety.

City of Ocoee ▪ 1 N. Bluford Avenue ▪ Ocoee, Florida 34761  
Phone: (407) 905-3100 ▪ [www.ocoe.org](http://www.ocoe.org)

**Type of Item:** Consent

**MAINTENANCE, MATERIALS, AND WORKMANSHIP**  
**ESCROW AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by WMG Acquisitions, LLC, a Delaware limited liability company, hereinafter referred to as "Developer" and the **City of Ocoee, a Florida municipal corporation**, hereinafter referred to as the "City".

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

**WHEREAS**, Developer has developed and constructed on the property, a subdivision known as Ocoee Heartland Dental (the "Subdivision") and in connection therewith has installed with the approval of the City certain roads, streets, sewers, water systems, drainage works, and/or other improvements (the "Improvements") under the provisions, conditions, and requirements of the City's Subdivision Regulations and the subdivision approval granted the 1st day of August 2023. by the Board of City Commissioners; and

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

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

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

**NOW THEREFORE**, the parties agree as follows:

**SECTION 1. ESTABLISHMENT OF ESCROW FUND.**

Developer does hereby establish an escrow fund with the City in the amount of Five Thousand Eight Hundred Seventy-One and 04/100 Dollars (\$5871.04) to guaranty the maintenance, materials, workmanship, and structural integrity of the Improvements. This escrow fund shall be placed by the City in an account at a local financial institution and shall be disbursed only in accord with the terms of this Agreement.

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

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

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

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

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

## **SECTION 4. CONTINUED        APPLICABILITY        OF        SUBDIVISION REGULATIONS.**

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

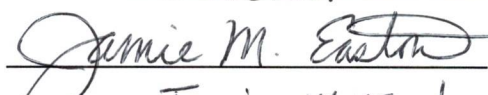
SIGNATURES TO FOLLOW



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

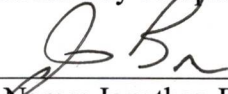
Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Print Name Brooke Kocher

  
\_\_\_\_\_  
Print Name Jamie M. Easton

DEVELOPER:

**WMG Acquisitions, LLC**, a Delaware  
limited liability company

By:   
\_\_\_\_\_  
Print Name: Jonathan Brumleve  
Its: Manager

ATTEST:

CITY:

CITY OF OCOEE, FLORIDA,  
a Florida municipal corporation

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

(SEAL)

For the use and reliance by the City of Ocoee  
only. Approved as to form and legality this  
\_\_ day of \_\_\_\_, 20\_\_.

Approved by the Ocoee City Commission at a  
meeting held on \_\_\_\_, 20\_\_  
under Agenda Item No. \_\_\_\_.

SHUFFIELD, LOWMAN & WILSON, P.A.

By: \_\_\_\_\_  
City Attorney

**EXHIBIT "A"**

**Ocoee Heartland Dental, Subdivision as Recorded in Plat Book 112, Pages 129-130, inclusive, of the Public Records of Orange County, Florida.**





Meeting Date: September 19, 2023

Item #: 6

Contact Name: Martrivus Keaton  
Contact Number: Ext. 1088

Department Director: Michael Rumer  
City Manager: Robert Frank

**Subject: Approval of Fountains West Commons Replat (LS-2023-002). (Development Engineer Keaton)**

### **Background Summary:**

The Fountain West Commons Replat AKA Fountains West, Lots 2, 3 and 4, is located on the north side of Fountains West Blvd, adjacent to the Arbours at Crown Point Subdivision. Fountains West, Lots 2, 3 and 4 are identified as parcel numbers 06-22-28-2862-02-000, 06-22-28-2862-03-000, and 06-22-28-2862-04-000. The total area of the Plat amounts to approximately 6.42 acres.

This Re-Plat is proposed in order to create 2 lots and also includes easements/tracts for ingress/egress access, utilities, drainage, and other public utility easements.

Fountain West Commons (Fountains West, Lots 2, 3 and 4) is replatting post development of the Summit Self Storage (on lot #1) which has received Certificate of Completion; therefore, the developer is not required to provide a Surety covering any outstanding proposed improvements as approved in the Preliminary / Final Subdivision Plans.

### **Issue:**

Should the Honorable Mayor and City Commissioners approve the Fountain West Commons (Fountains West, Lots 2, 3 and 4) Re-Plat?

### **Recommendations:**

The Development Services Department recommends the Honorable Mayor and City Commissioners approve the Fountain West Commons (Fountains West, Lots 2, 3 and 4) Re-Plat and authorize the Mayor and City Clerk to sign the Plat.

### **Attachments:**

1. Plat

### **Financial Impacts:**

There is no financial impact for approval of the Plat.

**Type of Item:** Regular



# FOUNTAINS WEST COMMONS ~ REPLAT

A REPLAT OF LOTS 2,3,& 4 FOUNTAINS WEST COMMONS ACCORDING TO THE PLAT THEREOF  
AS RECORDED IN PLAT BOOK 106, PAGES 52-53, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA  
SITUATED IN SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST, CITY OF OCOEE

## LEGAL DESCRIPTION :

LOTS 2, 3 AND 4, FOUNTAINS WEST COMMONS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 106, PAGES 52-53, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

## SURVEYOR'S NOTES TO PLAT

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF TRACT "G", FOUNTAINS WEST AS BEARING N87°56'46"E AS PER PLAT BOOK 72, PAGE 111-116.

2. IN ACCORDANCE WITH CHAPTER 177.091, BOARD OF PROFESSIONAL LAND SURVEYORS LAWS AND RULES, ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3. ALL LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED AS (NR).

4. THE CITY OF OCOEE IS SUBJECT TO THE TERMS, PROVISIONS AND RESTRICTIONS OF FLORIDA STATUTES, CHAPTER 163 CONCERNING MORATORIA ON THE ISSUANCE OF BUILDING PERMITS UNDER CERTAIN CIRCUMSTANCES THE CITY HAS NO LAWFUL AUTHORITY TO EXEMPT ANY PRIVATE ENTITY, OR ITSELF, FROM THE APPLICATION OF SUCH STATE LEGISLATION AND NOTHING HEREIN SHOULD BE CONSIDERED SUCH AN EXEMPTION.

5. ALL DEVELOPMENT SHALL BE IN ACCORD WITH AND SUBJECT TO THE CITY OF OCOEE LAND DEVELOPMENT CODE, AS AMENDED FROM TIME TO TIME AND ALL FEDERAL, STATE, COUNTY AND CITY RULES, REGULATIONS, ORDINANCES AND APPROVALS.

6. AS PER THE MASTER EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 8548, PAGE 2643, SHW, LLC OWNS AND IS RESPONSIBLE FOR THE MAINTENANCE OF ALL THE PRIVATE EASEMENTS. OWNERSHIP OF SAID EASEMENTS WERE TRANSFERRED TO OCOE, LLC ACCORDING TO OFFICIAL RECORDS BOOK 9769, PAGE 0789.

7. IN ACCORDANCE WITH CHAPTER 177.091.9, BOARD OF PROFESSIONAL LAND SURVEYORS LAWS AND RULES, ALL MONUMENTS HAVE BEEN PLACED AT ALL LOT CORNERS, POINTS OF INTERSECTIONS AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PRM OR PCP.

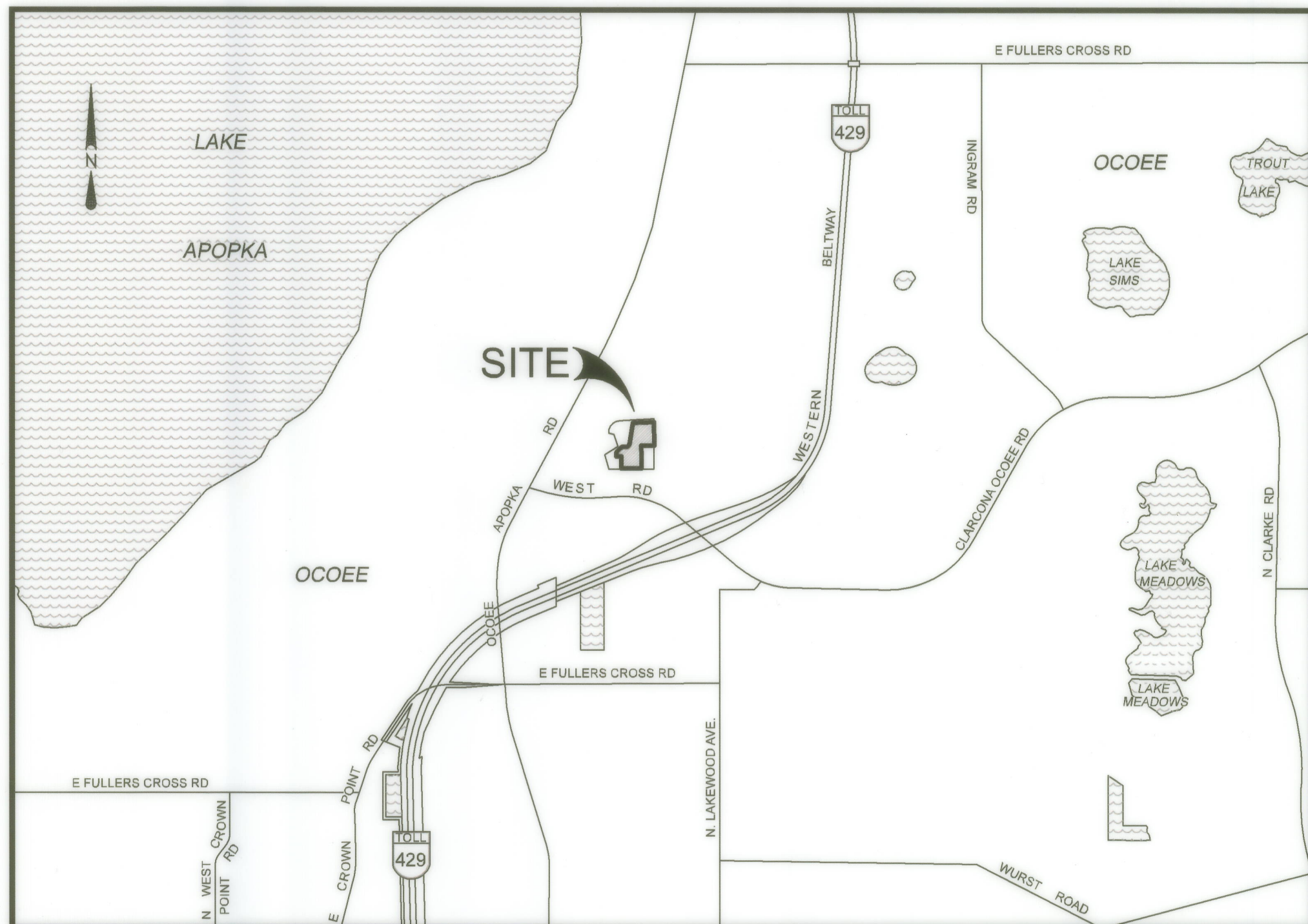
## SHEET INDEX

SHEET 1 OF 2 - Legal Description, Dedications Surveyor's Notes

SHEET 2 OF 2 - Boundary information, Legend and Geometry

## VICINITY MAP

NOT TO SCALE



## SURVEYOR'S NOTES TO THE TITLE OPINION:

NOTE: SURVEYOR HAS REVIEWED THE FOLLOWING ITEMS LISTED IN PLAT PROPERTY INFORMATION REPORT BY OLD REPUBLIC TITLE INSURANCE COMPANY FILE # 22146146, DATED JUNE 21, 2023 FOR EASEMENTS AND RIGHTS-OF-WAY AND FINDS THE FOLLOWING:

| NUMBER: | INITIAL MAIN DOCUMENT: | COMMENTS:                                                                                                                   |
|---------|------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 1.      | PB 72, PAGE 111-116    | AS SHOWN ON SURVEY                                                                                                          |
| 2.      | OR 2735 PGS 539        | RESOLUTION NO.653 - AFFECTS PROPERTY (NO EASEMENTS TO BE MAPPED)                                                            |
| 3.      | OR 3894 PG 1363        | AGREEMENT AS AMENDED IN OR 4702 PG 2589, OR 5896 PG 3531 AND OR 6432 PG 2130 - AFFECTS PROPERTY (NO EASEMENTS TO BE MAPPED) |
| 4.      | OR 4034 PG 291         | AGREEMENT AS AMENDED IN OR 4102 PG 367, OR 4702 PG 2576 AND OR 6432 PG 2116 - AFFECTS PROPERTY (NO EASEMENTS TO BE MAPPED)  |
| 5.      | OR 8548 PG 2623        | DECLARATION - AFFECTS PROPERTY (NO EASEMENTS TO BE MAPPED)                                                                  |
| 6.      | OR 8548 PG 2643        | MASTER EASEMENT AGREEMENT AS AMENDED IN OR 9769 PG 789 - EASEMENTS CONTIGUOUS TO SUBJECT PARCEL, DOES NOT AFFECT PROPERTY.  |
| 7.      | OR 9054 PG 792         | DEVELOPMENT AGREEMENT AS AMENDED IN OR 10147 PG 6957 AND DOC #2018064049 AFFECTS PROPERTY (NO EASEMENTS TO BE MAPPED)       |
| 8.      | DOC #20180382421       | ORDINANCE - NOTHING TO BE MAPPED                                                                                            |
| 9.      | DOC #20190272137       | PERMIT - NOTHING TO BE MAPPED                                                                                               |
| 10.     | DOC #20190304445       | ORDINANCE - NOTHING TO BE MAPPED                                                                                            |
| 11.     | DOC #20200915282       | EASEMENT AS SHOWN ON SURVEY                                                                                                 |
| 12.     | PB 106 PG 52-53        | JOINDER & CONSENT AS SHOWN ON SURVEY                                                                                        |
| 13.     | DOC #20210484469       | ARGEEMENT - NOTHING TO BE MAPPED                                                                                            |
| 14.     | DOC #20210484475       | AGREEMENT - NOTHING TO BE MAPPED                                                                                            |

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THE PROPERTY HEREON REPRESENTS THE LANDS INCLUDED IN THE FOUNTAINS WEST PUD ~ SUMMIT SELF STORAGE PLAN (PROJECT NO. LS-2018-005) AS APPROVED BY THE CITY OF OCOEE DEVELOPMENT REVIEW.

## LEGEND:

DOC = DOCUMENT NUMBER  
PB = PLAT BOOK  
PG = PAGE

SHEET 1 OF 2

PLAT BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

## FOUNTAINS WEST COMMONS~REPLAT

### DEDICATION

KNOW ALL BY THESE PRESENTS, That TIMMUS STORAGE I, LLC, a FLORIDA limited liability company, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed. The Ingress/Egress and Utility easement as shown hereon is dedicated to the perpetual use of the public.

A perpetual, non-exclusive easement for access over all internal roadways and paved areas is hereby granted to the City of Ocoee and other applicable authorities for law enforcement, fire and other emergency services.

IN WITNESS THEREOF, TIMMUS STORAGE I, LLC, A FLORIDA LIMITED LIABILITY COMPANY has caused these presents to be signed by the officers named below on

Date: 8-21-23

TIMMUS STORAGE I, LLC, a  
FLORIDA Limited Liability Company

By: Charles H. Cordes  
Signed

Printed Name: Charles H. Cordes Title: Manager

Signed in the presence of: \_\_\_\_\_

By: Matt Everett  
Printed Name: MATT EVERETT

By: Debi Frye  
Printed Name: Debi Frye

STATE OF FLORIDA COUNTY OF ORANGE

THIS IS TO CERTIFY, That on August 21, 2023 before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Charles H. Cordes, as Manager of TIMMUS STORAGE I, LLC, a FLORIDA Limited Liability Company and acknowledge the foregoing dedication and the execution thereof to be his free act and deed for the uses and purposes therein expressed. He is personally known to me or has produced the following identification \_\_\_\_\_

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

NOTARY PUBLIC Tracy M. DuVal  
Printed Name: Tracy M. DuVal

My Commission Expires 06-28-2025

Commission Number HH 146646



## CERTIFICATE OF APPROVAL BY CITY DEVELOPMENT SERVICES DIRECTOR

Examined and Approved: \_\_\_\_\_  
Director

## CERTIFICATE OF REVIEW BY SURVEYOR FOR CITY

This Plat has been reviewed for conformity with Chapter 177, Florida Statutes..

GENEL J STURGEON, PSM 5866 Date \_\_\_\_\_

Company Address: BFA ENVIRONMENTAL LB#7774  
1230 HILLCREST STREET, SUITE 100  
ORLANDO, FL 32803

Registration No.: PSM 5866

## APPROVAL BY THE BOARD OF CITY COMMISSIONERS

THIS IS TO CERTIFY, That on \_\_\_\_\_, the foregoing plat was approved by the Board of City Commissioners of the City of Ocoee, Florida.

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Clerk of Board

ATTEST: \_\_\_\_\_  
City Attorney

## CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY that the foregoing plat was recorded in the Orange County Official Records

on \_\_\_\_\_ as Document No. \_\_\_\_\_

County Comptroller in and for Orange County, Florida

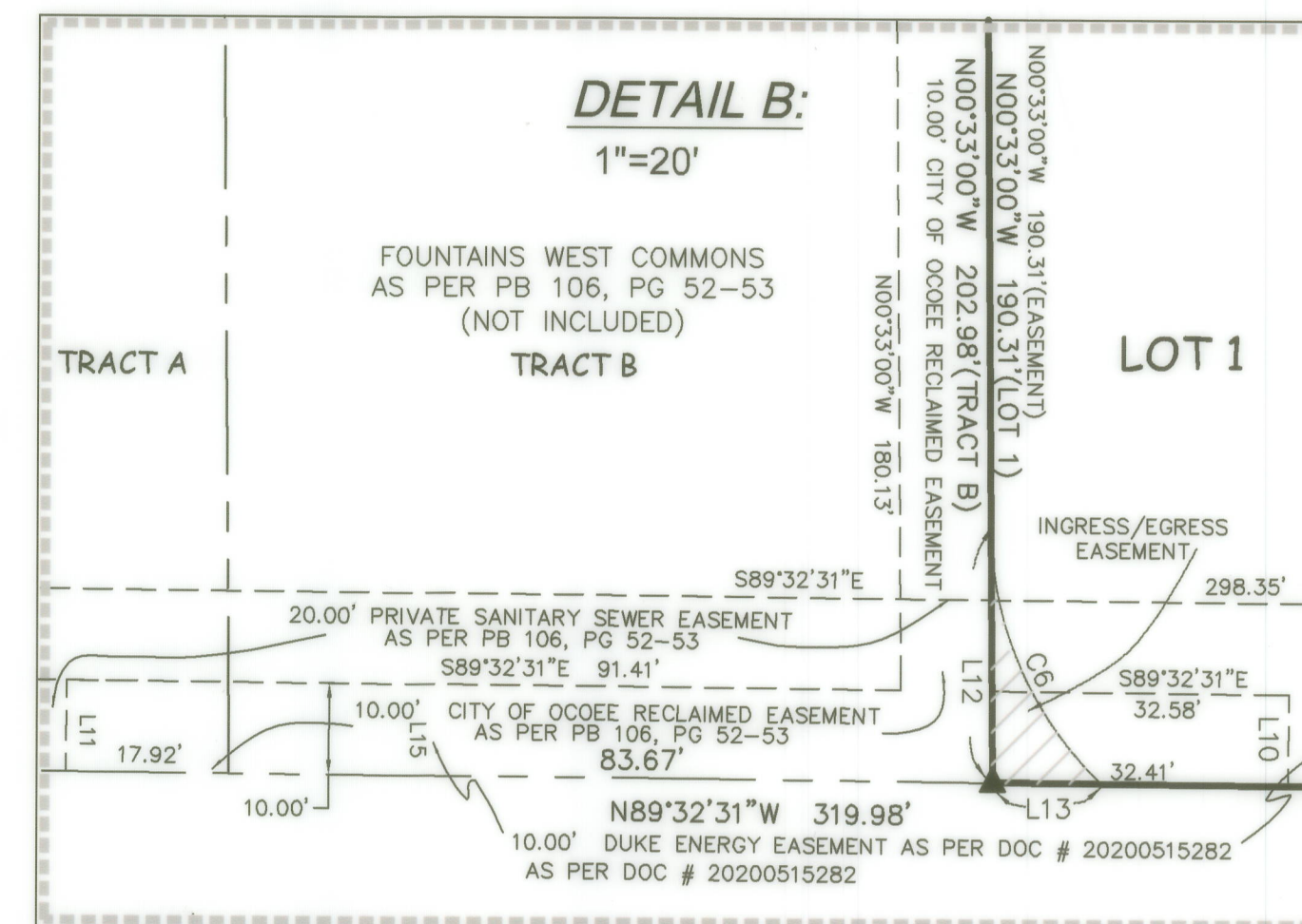
By \_\_\_\_\_



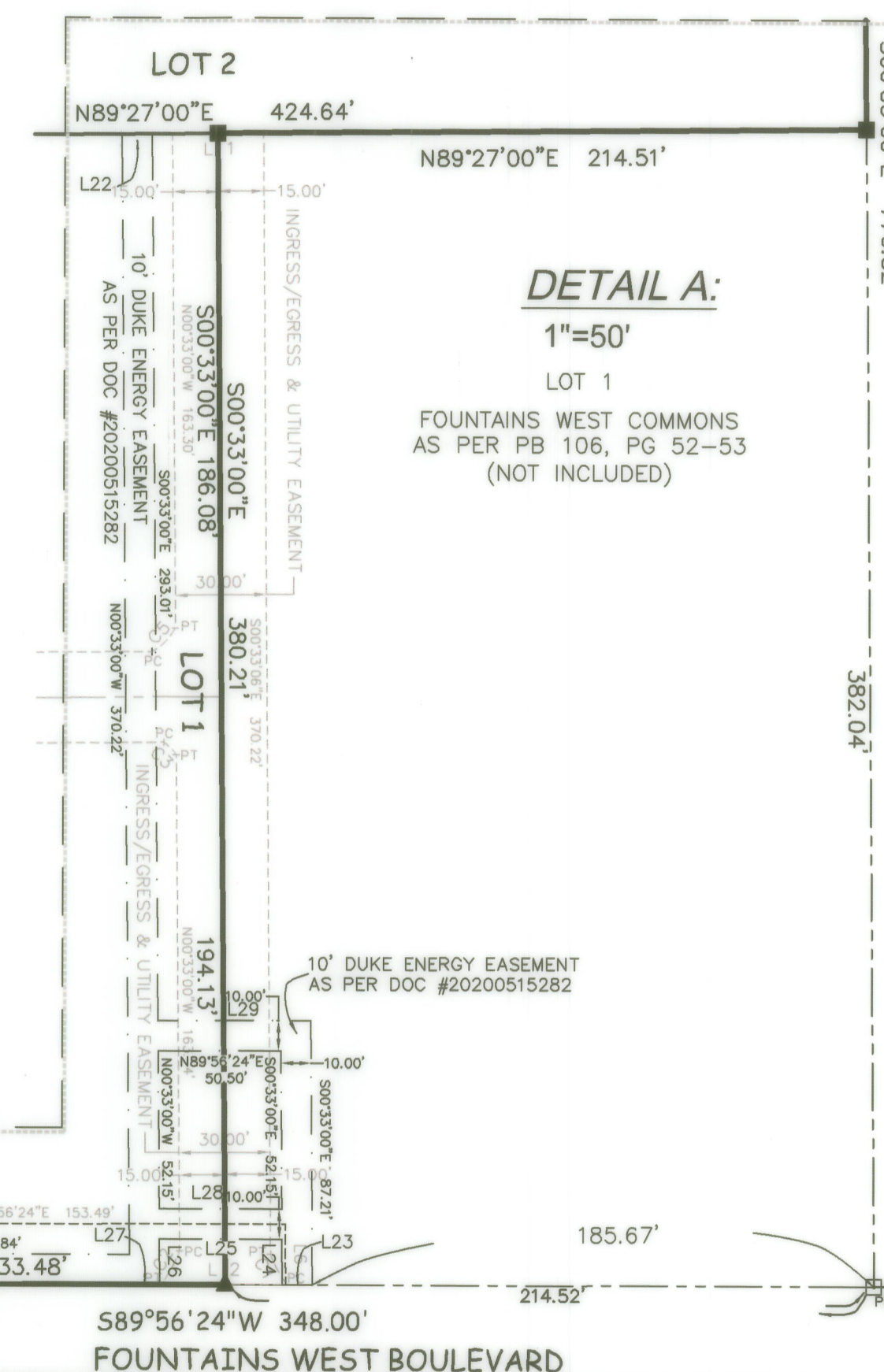


## PAGE:

SHEET 1 OF 2 - LEGAL DESCRIPTION, SURVEYORS NOTES, & DEDICATION  
SHEET 2 OF 2 - BOUNDARY INFORMATION, LEGEND & GEOMETRY



- ▲ = FOUND NAIL & DISK (PCP LB7970)
- = SET 5"x4" CONCRETE MONUMENT (PRM-LB7970)
- = SET 5/8" IRON ROD (LB7970)
- = FOUND 5/8" IRON ROD (LB7153) SET PRM-LB7970
- = FOUND 4" CONCRETE MONUMENT (FCM) LB7153
- A = ARC LENGTH (CURVE DATA)
- BRO = CHORD BEARING (CURVE DATA)
- CH = CHORD LENGTH (CURVE DATA)
- C# = CURVE NUMBER (FOR CURVE DATA TABLE)
- CCR = CERTIFIED CORNER RECORD
- D = DELTA ANGLE (CENTRAL ANGLE) (CURVE DATA)
- DOC# = ORANGE COUNTY PUBLIC RECORD DOCUMENT NUMBER
- R = RADIUS (CURVE DATA)
- FCM = CONCRETE MONUMENT
- FND = FOUND NAIL & DISK
- ID = IDENTIFICATION
- LB = LICENSED BUSINESS
- P.B. = PLAT BOOK
- PG. = PAGE
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PCP = (PERMANENT CONTROL POINT)
- PRM = (PERMANENT REFERENCE MONUMENT)



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**STAFF REPORT**

Meeting Date: September 19, 2023

Item #: 7

Contact Name: Vincent Ogburn  
Contact Number: Ext. 3038

Department Director: Saima Plasencia  
City Manager: Robert Frank

**Subject: Approval of Retirement and Transfer of Ownership of Canine Nitro. (Police Chief Plasencia)**

**Background Summary:**

The Police Department's Canine Program currently has two officers and two canines assigned to it. One of the canines, Nitro, an eleven-year-old Belgian Malinois, has been recommended for retirement for police work by our contract veterinarian. As Canine Nitro has faithfully served since 2013, with 85 career apprehensions, 291 narcotics sweeps with narcotics located, and the seizure of \$120,000 of drug money, the Ocoee Police Department would like to retire Canine Nitro, declaring his status as retired and transferring ownership to Canine Officer Daniel Schilling. Canine Officer Schilling has been Nitro's partner for most of his career. He and his family have provided Canine Nitro off-duty care as a family member throughout his career and look forward to Canine Nitro's full-time retirement as a family member.

**Issue:**

Should the Honorable Mayor and City Commissioners declare Canine Nitro retired and transfer his ownership to Canine Officer Daniel Schilling?

**Recommendations:**

It is recommended that the Honorable Mayor and City Commissioners declare Canine Nitro retired and transfer his ownership to Canine Officer Daniel Schilling so he can enjoy the rest of his canine years.

**Attachments:**

1. Asset Disposition form (Nitro)

**Financial Impacts:**

As Canine Nitro has served beyond the years of most canines in police work, there is no financial impact to the City of Ocoee.

**Type of Item:** Consent



## CITY OF OCOEE

### ASSET DISPOSITION

Date: August 18, 2023 Department: Ocoee Police Department

Asset Item Numbers: N/A Department Approval: \_\_\_\_\_

Asset Description: Belgian Malnois Canine "Nitro"

Serial Number: N/A Make: \_\_\_\_\_

Model Number: \_\_\_\_\_ Year: \_\_\_\_\_

Date of Disposition: March 6, 2023

Check type of change requested: Transfer ☒ Sold ☐  
Disposed ☐ Surplus ☐

If transferred, please list the department now in possession of asset:

Reason: Canine "Nitro" has been transferred to Officer Daniel Schilling  
who was the handler of "Nitro"

If disposed, please list why the asset was disposed.

Reason: N/A



Meeting Date: September 19, 2023  
Item #: 8

Contact Name: Saima Plasencia  
Contact Number: Ext. 3022

Department Director: Saima Plasencia  
City Manager: Robert Frank

**Subject: Approval of Federal Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. (Police Chief Plasencia)**

**Background Summary:**

This year, \$10,000 has been made available to the Police Department through the Edward Byrne Memorial Justice Assistance Grant (JAG). The Byrne Memorial JAG Formula Program Committee wishes to submit a required 51% Letter, demonstrating the commitment of local law enforcement agencies, to the Office of Criminal Justice Grants in Tallahassee. This letter details the various programs participating law enforcement agencies plan to spend the \$318,719 allocated to Orange County agencies and confirms the City's approval of the allocations. The letter and accompanying grant application, once received, must be signed by the Mayor. If approved, the City of Ocoee will receive \$10,590 for the purchase of fingerprint readers.

**Issue:**

Should the Honorable Mayor and City Commissioners authorize the Mayor to sign the 51% Letter and the grant application, when received, allowing the Police Department to apply for the \$10,590 made available for the Ocoee Police Department through the Edward Byrne Memorial JAG and accept funding to purchase the fingerprint readers?

**Recommendations:**

It is recommended the Honorable Mayor and City Commissioners authorize the Mayor to sign the 51% Letter and the grant application, when received, allowing the Police Department to apply for the \$10,590 made available for the Ocoee Police Department through the Edward Byrne Memorial JAG and accept funding to purchase the fingerprint readers.

**Attachments:**

1. JAG Grant\_51 Percent Letter\_Ocoee Police Department\_Revised With OCSO Requested Title Change

**Financial Impacts:**

This is a grant made available to the City of Ocoee Police Department through the Edward Byrne Memorial JAG. No matching funds are required by the City.

**Type of Item:** Consent



**Mayor**  
Rusty Johnson

**Commissioners**  
Scott R. Kennedy  
District 1

Rosemary Wilsen  
District 2

Richard Firstner  
District 3

Ages Hart  
District 4

**City Manager**  
Robert D. Frank

September 19, 2023

Mr. Cody Menacof, Bureau Chief  
Office of Criminal Justice Grants  
Florida Department of Law enforcement  
P.O. Box 1489  
Tallahassee, FL 32302-1489

Dear Mr. Cody Menacof:

In compliance with State of Florida *Rule 11D-9, F.A.C.*, the City of Ocoee Mayor and City Commissioners approves the distribution of \$318,719.00 of Federal Fiscal Year 2022 Edward Byrne Memorial JAG Program funds for the following projects within Orange County:

| <b><u>Subgranting/Implementing Agency</u></b>                       | <b><u>Project Purpose</u></b>                    | <b><u>Amount</u></b> |
|---------------------------------------------------------------------|--------------------------------------------------|----------------------|
| City of Apopka/Apopka Police Department                             | SRO and Training Center Equipment                | \$12,348.00          |
| City of Belle Isle/Belle Isle Police Department                     | Traffic Safety                                   | \$10,000.00          |
| City of Edgewood/Edgewood Police Department                         | Evidence Room Enhancements and Body Camera Docks | \$10,000.00          |
| City of Maitland/Maitland Police Department                         | Patrol Vehicle In-Cabin Equipment                | \$10,000.00          |
| Town of Oakland/Oakland Police Department                           | Safety and Technology Supplies                   | \$10,000.00          |
| City of Ocoee/Ocoee Police Department                               | Fingerprint Readers                              | \$10,590.00          |
| Orange County Board of Commissioners/Orange County Sheriff's Office | DNA Outsourcing                                  | \$35,000.00          |
| Orange County Board of Commissioners/Orange County Sheriff's Office | Speed Measuring Devices                          | \$83,129.00          |
| Orange County Board of Commissioners/Orange County Sheriff's Office | PTZ Camera Program                               | \$31,453.00          |
| Orange County Board of Commissioners/Orange County Sheriff's Office | Robotic Gas Deployment System                    | \$17,297.00          |
| City of Orlando/Orlando Police Department                           | Active Assailant Response Breaching Tools        | \$58,076.00          |

Sincerely,

Rusty Johnson  
Mayor



Meeting Date: September 19, 2023  
Item #: 9

Contact Name: Saima Plasencia  
Contact Number: Ext. 3022

Department Director: Saima Plasencia  
City Manager: Robert Frank

**Subject: Approval of Victims of Crime Act Grant; VOCA-C-2023-Ocoee Police Department - 00247. (Police Chief Plasencia)**

### **Background Summary:**

For the Fiscal Year 2023/2024, the Florida Attorney General's Office, as the pass-through agency for the Victims of Crime Act ("VOCA"), awarded the Police Department a grant to enhance crime victim services in the State of Florida. Using previous funding from the VOCA Grant, the Police Department has an established Victim Witness Advocate position. The Victim Witness Advocate is dedicated to the process of ensuring victims understand their legal rights and protection, enhancing our processes and potentially reducing re-victimization. Recognizing the special needs and concerns of individuals impacted by crime, accident, or suicide, the Victim Witness Advocate renders assistance to those individuals. The Victim Witness Advocate also assists victims and witnesses with coping with the trauma of the event and assisting them in understanding the complexities of the investigative and judicial processes. This grant funding was anticipated and included in the FY 2023/2024 budget with additional costs being paid for with existing Police Department funding. The acceptance of the VOCA Grant requires the execution of an Agreement between the State of Florida Department of Legal Affairs Office of the Attorney General and the Police Department ("Agreement").

### **Issue:**

Should the Honorable Mayor and City Commissioners authorize the acceptance of the VOCA Grant and execution of the Agreement to partially fund the position of Victim/Witness Advocate within the Police Department?

### **Recommendations:**

Staff respectfully recommends the Honorable Mayor and City Commissioners authorize the acceptance of the VOCA Grant and execution of the Agreement to partially fund the position of Victim/Witness Advocate within the Police Department.

### **Attachments:**

1. VOCA-C-2023-Ocoee Police Department -00247

### **Financial Impacts:**

The VOCA Grant partially funds the Victim Witness Advocate position, up to \$23,672 for Fiscal Year



2023/2024. The VOCA Grant can be renewed annually with a dependency on providing the victim witness services required.

**Type of Item:** Consent



**ASHLEY MOODY**  
**ATTORNEY GENERAL**  
**STATE OF FLORIDA**

OFFICE OF THE ATTORNEY GENERAL  
Executive Staff

PL-01 The Capitol  
Tallahassee, FL 32399-1050  
Phone (850) 414-3300  
Fax (850) 487-2564  
<http://www.myfloridalegal.com>

August 28, 2023

Ms. Saima Plasencia, Chief of Police  
Ocoee Police Department  
646 Ocoee Commerce Parkway  
Ocoee, Florida 34761

Dear Chief Plasencia:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that Ocoee Police Department will be awarded a Victims of Crime Act (VOCA) grant for the 2023-2024 funding cycle in the amount of \$23,672.00.

Most recipients of VOCA grants unfortunately are receiving less for the 2023-2024 funding cycle versus the 2022-2023 funding cycle. This reduction reflects the reduced amount of funding the State of Florida received from the U.S. Department of Justice (DOJ), Office for Victims of Crime. The amount received by the State of Florida significantly decreased, which in turn results in less funding available to allocate to agencies throughout the state. We did not calculate your award for this coming funding cycle based on the amount that your organization had previously been awarded. Instead, we calculated the amount of the award to your organization this cycle based on a projection of the amount that you would spend during the 2022-2023 VOCA grant cycle. We believe that calculating the award based on projected spend instead of amount of prior awards will do less harm to your and other grant recipients' operations. Again, with limited exception, every grantee is having the same percentage cut from the amount that they are currently projected to spend.

We also wanted to make you aware that DOJ has projected that there will be substantial reductions in subsequent year awards from the DOJ. These additional, substantial reductions will require the Office of Attorney General to reduce future year grant awards. Therefore, the Office of the Attorney General strongly encourages all VOCA award subgrantees to attempt to secure funding from other sources, if your organization anticipates the program will continue beyond the date of this award.

Please contact the Bureau of Advocacy and Grants Management at (850) 414-3380 or [contact.voca@myfloridalegal.com](mailto:contact.voca@myfloridalegal.com) with any questions about this grant. Thank you for your continuing efforts in providing assistance to victims of crime.

Sincerely,

John M. Guard  
Chief Deputy Attorney General

JMG/rs

FY 2023/2024  
(Grant Period October 1, 2023, through September 30, 2024)

AGREEMENT BETWEEN THE STATE OF FLORIDA  
DEPARTMENT OF LEGAL AFFAIRS  
OFFICE OF THE ATTORNEY GENERAL

AND

Ocoee Police Department

GRANT NO: VOCA-C-2023-Ocoee Police Department -00247

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as the OAG, an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the Ocoee Police Department, hereafter referred to as the Provider, and jointly referred to as the Parties. The parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the 2023/2024 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider's 2023/2024 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2023, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2024. No costs incurred by the Provider prior to the effective date or after the termination date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement) with other personal or business accounts. The DOJ Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. When the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's VOCA award, as funded through the DOJ, Office for Victims of Crime formula grant program.

#### ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

#### ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the PROVIDER will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the PROVIDER will so register within 21 days from execution. Failure of the PROVIDER to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the PROVIDER has complied. The online registration can be completed at: <https://vendor.myfloridamarketplace.com>. If the PROVIDER needs assistance in registering, the PROVIDER may call 1-866-352-3776, fax 866-552-2992, or email: [vendorhelp@myflorida.com](mailto:vendorhelp@myflorida.com). Failure of the PROVIDER to timely register may result in cancellation of this Agreement.

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs's website at <https://www.ojp.gov/funding> (Award condition: Registration with

the System for Award Management and Universal Identifier Requirements) and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

#### ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

#### ARTICLE 8. E-GRANT SYSTEM REQUIREMENT

The PROVIDER's administrator has the authority to grant access to the E-Grant system to the PROVIDER's employees. The PROVIDER will immediately remove access to the E-Grants system when an employee is no longer employed at the PROVIDER's agency or when an employee's access is no longer necessary to perform their job duties at the PROVIDER's agency. The PROVIDER will perform quarterly checks to ensure that only authorized employees have access to the E-Grant system and will report quarterly to the OAG their compliance with this provision.

#### ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the DOJ, Office of Justice Programs, DOJ Financial Guide, and any other regulations or guidelines currently or subsequently required by the DOJ and state or federal laws. Expenditures for the acquisition and maintenance of telephones and equipment will be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as contemplated by this Agreement.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements.

Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the

OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of \$2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

#### ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

#### ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed \$23,672.00.

B. Availability to Provide Services is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

C. Contractual Services are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

D. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

#### ARTICLE 12. METHOD OF PAYMENT

A. Payment: Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice

for the approval and inspection of goods or services.

B. Performance Reports: All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

C. Monthly Invoices: Except for the monthly invoices for December, March, and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March, and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

D. Correction of Invoices: If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment. Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

E. Notice of Investigation: The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

F. Maintenance and Submission of Reports: The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

G. Matching Grant Award: The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

#### ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has

established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

#### ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

#### ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors, or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the state of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

#### ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or the DOJ that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained by the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods, and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.



## ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements of Chapter 119, Florida Statutes, or other provisions of Florida law, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, [PublicRecordsRequest@myfloridalegal.com](mailto:PublicRecordsRequest@myfloridalegal.com), OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.**

## ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the DOJ Financial Guide.

## ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

A. Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

B. The administration of funds disbursed by the OAG to the Provider may be subject to audits and monitoring by the OAG, as described in this section.

C. Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

1. In the event the Provider expends \$750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. Å 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. Å 200. An audit of the Provider conducted by the Auditor General in accordance with 2 C.F.R. Å 200.500, will meet the requirements of this part.
2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. Å 200.508.
3. In the event the Provider expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. Å 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. Å 200.400.

## ARTICLE 20. AUDIT REPORT SUBMISSION

Copies of audit reports conducted pursuant to Florida Statute 215.97 and the Florida Rules of the Auditor General Chapter 10.650, must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

A. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. Å 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. Å 200.512, by or on behalf of the Provider directly to the following:

Office of the Attorney General  
Bureau of Advocacy and Grants Management  
PL-01, The Capitol  
Tallahassee, Florida 32399-1050

B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. Å 200, et. seq., as applicable.

C. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

## ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

## ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

## ARTICLE 23. PUBLIC ENTITY CRIME, AND DEBARMENT

Public Entity Crime: Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliates, placement thereon.

## ARTICLE 24. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will

result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

#### ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

#### ARTICLE 26. IDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof. The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG. The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

#### ARTICLE 27. TERMINATION

A. Termination at Will: This Agreement may be terminated by the OAG for any reason upon five days

written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

C. Upon Termination: In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

D. Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

## ARTICLE 28. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

## ARTICLE 29. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at <http://ojp.gov/about/offices/ocr.htm>.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs,

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2023-2024 grant period and confirm compliance with this requirement to the OAG through self-reporting by December 31, 2023. The training modules are available at

<http://ojp.gov/about/ocr/assistance.htm>. Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

#### ARTICLE 30. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

#### ARTICLE 31. ACKNOWLEDGEMENTS

A. All publications, advertising, or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-C-2023-Ocoee Police Department -00247 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (Ocoee Police Department) and the state of Florida."

B. The Provider is required to display a civil rights statement prominently on all publications,

websites, posters, and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

C. Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850 -414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

D. Condensed Civil Rights Statement: The Ocoee Police Department is an equal opportunity provider and employer.

E. The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

## ARTICLE 32. EMPLOYMENT

A. The employment of unauthorized aliens by the Provider is considered a violation of Title 8 section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

B. In accordance with section 448.095(2), Florida Statutes, the Provider must register with and use the U.S. Department of Homeland Security's E-Verify system: <https://www.e-verify.gov/> to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider will maintain a copy of such affidavit for the duration of the Agreement. The OAG may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2) (a), Florida Statutes.

## ARTICLE 33. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

## ARTICLE 34. ADMINISTRATION OF AGREEMENT

A. All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

B. The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management.

C. The Provider's contract administrator will be provided at the time of execution.

D. The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

#### ARTICLE 35. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the state of Florida. All litigation arising under this Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.

#### ARTICLE 36. ENTIRE AGREEMENT

This Agreement and the Provider's approved 2023-2024 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties. There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

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IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and Ocoee Police Department, have executed this agreement.

\_\_\_\_\_  
Authorizing Official

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorizing Official\*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

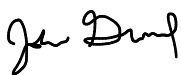
\_\_\_\_\_  
Authorizing Official\*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
FEID# of Provider

\_\_\_\_\_  
Flair Code

  
\_\_\_\_\_  
OAG Authorizing Official

**John Guard**  
\_\_\_\_\_  
Print Name

**Aug 28, 2023**  
\_\_\_\_\_  
Date

\* Provided for use if multiple signatures are required by your organization.

**Office of the Attorney General  
Grant Award Project Summary**

|                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                   |                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
|  <p>Office of the Attorney General<br/>Division of Victim Services<br/>Bureau of Advocacy and Grants Management<br/>PL-01 The Capitol<br/>Tallahassee, Florida 32399-1050</p>                                                                                                                                       | <p>Office of the Attorney<br/>General Victims of Crime<br/>Act Grant</p>                                                          | <p>2023-2024</p>                     |
| <p>Subrecipient Name and Address<br/>Ocoee Police Department<br/>646 Ocoee Commerce Parkway<br/>Ocoee, Florida 34761</p>                                                                                                                                                                                                                                                                            | <p>OAG Grant Number<br/><br/>VOCA-C-2023-Ocoee Police Department -00247</p>                                                       |                                      |
| <p>Subrecipient DUNS Number<br/>10-207-2191</p>                                                                                                                                                                                                                                                                                                                                                     | <p>Project Period: From 10/1/2023 To 9/30/2024</p>                                                                                |                                      |
| <p>Subrecipient IRS/Vendor/FEIN Number<br/>59-6019764</p>                                                                                                                                                                                                                                                                                                                                           | <p>Budget Period: From 10/1/2023 To 9/30/2024</p>                                                                                 |                                      |
| <p>Project Title<br/>OVC FY 20 VOCA Victim Assistance Formula<br/>OVC FY 21 VOCA Victim Assistance Formula</p>                                                                                                                                                                                                                                                                                      | <p>Award Date<br/>10/01/2023</p>                                                                                                  | <p>Award is R&amp;D (Y/N)<br/>No</p> |
| <p>Previous Award Amount<br/>\$0.00</p>                                                                                                                                                                                                                                                                                                                                                             | <p>Amount of this Award<br/>\$23,672.00</p>                                                                                       | <p>Total Award<br/>\$23,672.00</p>   |
| <p>Special Conditions<br/>The above grant project is approved to such conditions or limitations as are set forth in the Office of the Attorney General contract.</p>                                                                                                                                                                                                                                |                                                                                                                                   |                                      |
| <p>Catalog of Domestic Federal Assistance (CFDA Number)<br/>16.575 - Crime Victim Assistance</p>                                                                                                                                                                                                                                                                                                    |                                                                                                                                   |                                      |
| <p>Summary Description of Project<br/>This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.</p> |                                                                                                                                   |                                      |
| <p>Federal Award Agency<br/>U.S. Department of Justice<br/>Office of Justice Programs<br/>Office for Victims of Crime</p>                                                                                                                                                                                                                                                                           | <p>OVC Project Period<br/><br/>2020-2021: From 10/1/2019 to 9/30/2024<br/>2021-2022: From 10/1/2020 to 9/30/2024</p>              |                                      |
| <p>OVC Federal Award Number<br/>2020-V2-GX-0052 - Awarded 9-17-2020<br/>2021-15POVC-21-GG-00618-ASSI<br/>! 0 I-11RŠR лфПМСПНЛНМ</p>                                                                                                                                                                                                                                                                 | <p>OVC Total Award to OAG<br/>\$106,717,018<br/>\$66,670,292</p>                                                                  |                                      |
| <p>OAG Staff Contact<br/>Christina Harris, Bureau Chief<br/>(850) 414-3380</p>                                                                                                                                                                                                                                                                                                                      | <p>Bureau Contact<br/><a href="mailto:contact.voca@myfloridalegal.com">contact.voca@myfloridalegal.com</a><br/>(850) 414-3380</p> |                                      |
| <p>Signature, OAG Authorizing Official, Date<br/> Aug 28, 2023</p>                                                                                                                                                                                                                                               | <p>Signature, Agency Executive Director, Date</p>                                                                                 |                                      |



Meeting Date: September 19, 2023  
Item #: 10

Contact Name: Saima Plasencia  
Contact Number: Ext. 3022

Department Director: Saima Plasencia  
City Manager: Robert Frank

**Subject: Approval to Donate State Forfeiture Monies to Organizations Supporting Law Enforcement. (Police Chief Plasencia)**

**Background Summary:**

The Police Department historically donates State Forfeiture Funds to support programs or organizations which partner with the Police Department in its crime prevention/public safety mission and wishes to continue to do so. As the services these organizations provide to the Ocoee Police Department and the community cannot be duplicated within the Department, the Police Department recommends granting monies from its forfeiture fund. The Department recommends expending monies from its State Police Forfeiture Fund to law enforcement related uses as follows: **\$2000** to Mothers Against Drunk Drivers (MADD), **\$1000** to West Orange Dream Center which assists with youth enrichment opportunities, **\$1,000** to Aspire Behavioral Healthcare (aka Central Florida Crisis Intervention Team), the facility which trains our police officers how to deal with people in mental health crisis; and **\$2,000** to Crimeline, which provides crime solving tips to the Police Department, as well as publicity and rewards to the public.

**Issue:**

Should the Honorable Mayor and Board of City Commissioners authorize the Police Department to grant monies from the State Police Forfeiture Fund to various law organizations which support the law enforcement mission?

**Recommendations:**

It is recommended that the Honorable Mayor and Board of City Commissioners authorize the Police Department to grant monies from the State Police Forfeiture Fund to various organizations that support the law enforcement mission.

**Attachments:**

None

**Financial Impacts:**

A total of \$6000 from the State Police Forfeiture Fund. There will be a balance of **\$61,560.52** remaining in this fund after these donations.

**Type of Item:** Consent



Meeting Date: September 19, 2023  
Item #: 11

Contact Name: Jen Bolling  
Contact Number: Ext. 4021

Department Director: Jamie Croteau  
City Manager: Robert Frank

**Subject: Approval to Install a Backup Electrical Feed at the Wastewater Treatment Plant and Approve Duke Energy as the Sole Source for Electrical Service. (Utilities Director Croteau)**

**Background Summary:**

The approved Ocoee American Rescue Plan Act (ARPA) project list includes funding to upgrade the electrical room at the Wastewater Treatment Plant (WWTP). There is currently only one electrical feed to the WWTP; therefore, as part of this project, a second feed will be constructed to provide redundancy and storm resilience. Duke Energy is the sole source for electrical service. For an approximate cost of \$132,258.03, Duke Energy will provide the trenching, bore labor, conduit, cable, and splice boxes, and will move the existing transformer to a new location.

**Issue:**

Should the Honorable Mayor and City Commissioners approve to install a backup electrical feed at the WWTP with Duke Energy at an approximate cost of \$132,258.03 and approve Duke Energy as the Sole Source for Electrical Service?

**Recommendations:**

Staff recommends that the Honorable Mayor and City Commissioners approve to install a backup electrical feed at the WWTP with Duke Energy at an approximate cost of \$132,258.03 and approve Duke Energy as the Sole Source for Electrical Service. Staff also recommends that the City Manager be authorized to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

**Attachments:**

1. Duke Invoice
2. Electrical Back Feed to WWTF Map

**Financial Impacts:**

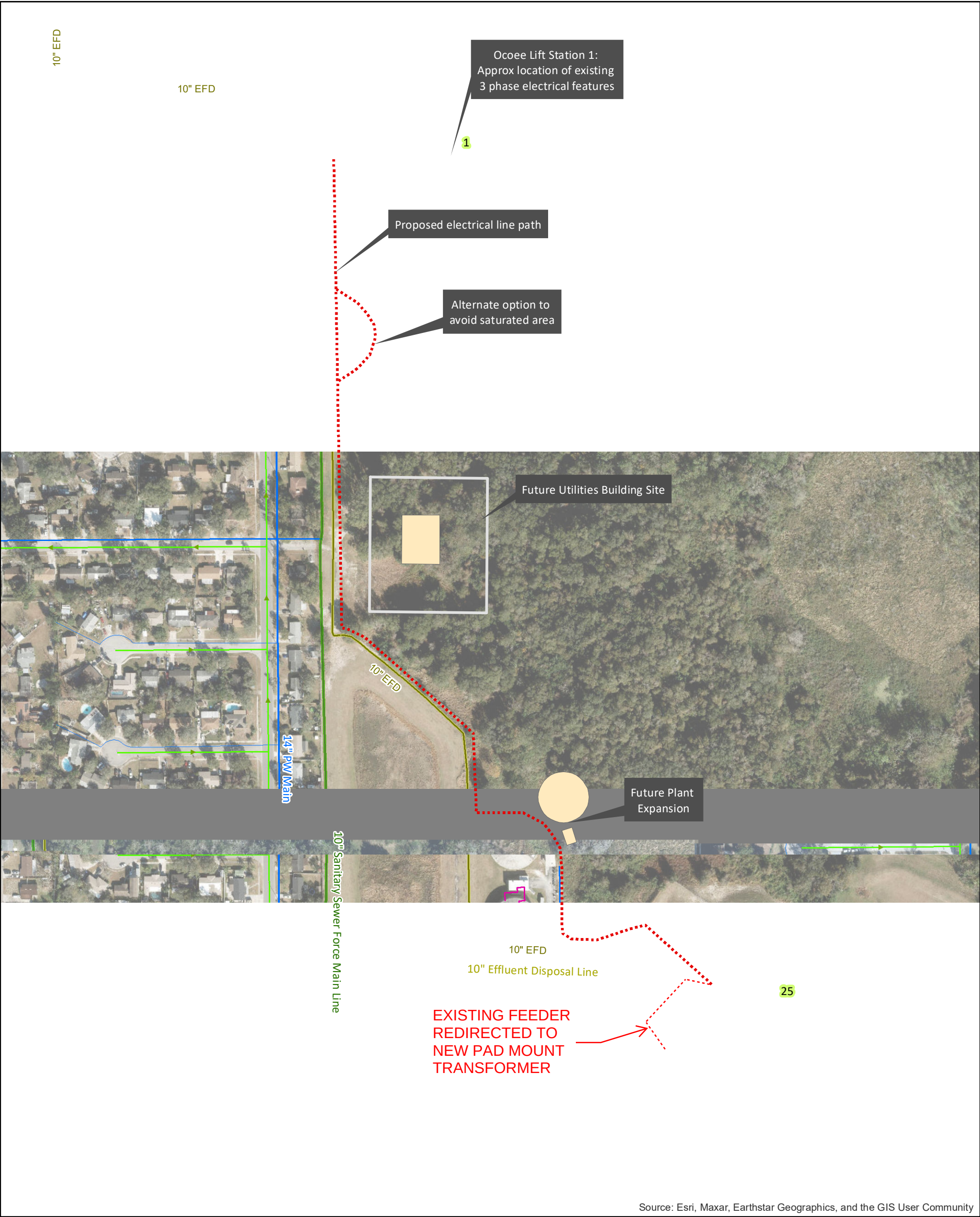
None as this project will be fully funded through the ARPA grant.

**Type of Item:** Consent





Ocoee Utilities: WWTF Proposed Electrical Line Location



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Legend

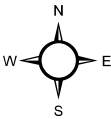
- ..... Proposed Electrical to WWTF

**Potable Water Features**

  - 10" to 14" PW Main Line
  - 6" to 8" PW Main Line
  - 4" and Smaller PW Main Line
- Reclaimed Water Features**

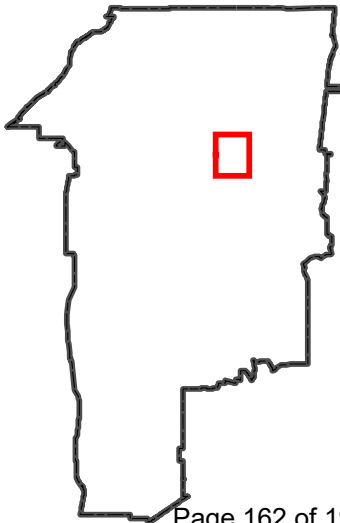
  - 16" to 20" RCW Main Line
  - 6" to 8" RCW Main Line
- Sanitary Sewer Features**

  - LS Ocoee Lift Station
  - Sewer Gravity Main
  - Sewer Force Main Line



1:2,800

Overview Map





Meeting Date: September 19, 2023  
Item #: 12

Contact Name: Trent Hopper  
Contact Number: Ext. 4306

Department Director: Jamie Croteau  
City Manager: Robert Frank

**Subject: Approval of Amendment No. 1 for CPH to Provide Design Services for the Ocoee Wastewater Plant Electrical Upgrade. (Utilities Director Croteau)**

**Background Summary:**

This Ocoee Wastewater Treatment Plant Electrical Upgrade consists of design, construction, and an upgrade to the Wastewater Treatment Plant's existing power supply system. The existing power supply has been in place since 1999, and its electrical capacity has reached its limit. On March 1, 2022, the City Commission approved a proposal from CPH to provide the design services associated with this project at a cost of \$246,902.00. In an effort to maximize the long-term benefits this project will provide, Staff explored options that were not included in the initial design scope and determined that relocating the blowers would allow for the use of higher-efficiency blowers. The Electrical Engineer for this project has estimated the use of higher efficiency blowers will provide a cost benefit of \$3,594.00 per month. CPH has provided an amendment to the original proposal in order to expand the design scope to include the blower relocation for an additional cost of \$27,566.00.

**Issue:**

Should the Honorable Mayor and City Commissioners approve the additional funding of \$27,566.00 for the design services for the Ocoee Wastewater Plant Electrical Upgrade from CPH?

**Recommendations:**

Staff recommends that the Honorable Mayor and City Commissioners approve Amendment No. 1 from CPH to provide the design services required for the Ocoee Wastewater Plant Electrical Upgrade and increase the budget for this project in the amount of \$27,566.00. Staff also recommends that the City Manager be authorized to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted project amount for this project for all change orders.

**Attachments:**

1. Ocoee WRF Electrical Improvements Amendment 1 (15-Aug-2023)

**Financial Impacts:**

None as this project is adequately funded.

**Type of Item:** Consent







1117 East Robinson St.  
Orlando, FL 32801  
Phone: 407.425.0452  
Fax: 407.648.1036

August 15, 2023

Ms. Jennifer C. Bolling, P.E.  
City of Ocoee Utilities Department  
1800 A.D. Mims Road  
Ocoee, Florida 34761-4001

**RE: Amendment No. 1 for Professional Engineering Scope of Services for Additional Electrical Improvements at the Ocoee Water Reclamation Facility (WRF)**

Dear Ms. Bolling:

CPH is pleased to submit this amendment for additional Professional Engineering Services for the Ocoee WRF electrical improvements. This amendment is being submitted in accordance with the *City of Ocoee Continuing Consulting Agreement for Professional Utility Engineering Services*, Dated May 4, 2021, by and between the City of Ocoee (CITY/CLIENT) and the firm of CPH, LLC (CPH).

The intent of this amendment is to define our engineering services for the following:

- Additional project review meetings
- Add additional subsurface utility locations for the new electrical building.
- Revise design plans, technical specifications, and permitting assistance for relocation and replacement of the existing digester blowers.

During review of the new electrical room and generator site plan layout, relocation of the existing sludge holding tank digester blowers and associated piping offers better electrical connection and stormwater drainage. In addition, replacement with higher efficiency blowers or mixers would lower electrical power costs. Hence, the City

Additional services proposed are as follows:

- A. **Additional Project Review Meetings:** In order to expedite project the City has requested more frequent project review meetings.
- B. **Additional Geotechnical Services:** Prior to drilling boring samples, the Geotechnical subconsultant conducted subsurface utility locations to avoid conflicts during drilling activities.
- C. **Additional Process and Electrical Engineering:** Additional engineering and design related to removing and replacing existing sludge holding tank digester blowers.

**Exhibit I** presents a detailed scope of services for this amendment. This amendment specifies the required professional engineering services of CPH from the preparation of final plans and specifications to start-up and closeout of the proposed project.

**Exhibit II** presents a detailed labor-hour breakdown of task items and associated fee that outlines the man-hours and sub-consultant costs for each task of the project. Amendment No. 1 fees are based on an additional Lump Sum fee of **\$27,566** for a total adjusted project fee of **\$274,469**.

**Table A** summarizes the revised fee for each Task.

**TABLE A: Revised Summary of Professional Services Fee**

| Task No. | Description                                     | Original Cost     | Additional Costs | New Totals        |
|----------|-------------------------------------------------|-------------------|------------------|-------------------|
| 1        | Project Set-Up & Kick-Off Meeting               | \$ 6,382          | \$ 12,720        | \$ 19,102         |
| 2        | Support Services                                | \$ 19,222         | \$ 1,895         | \$ 21,117         |
| 3        | Preliminary Basis of Design Report (30% Design) | \$ 83,914         | \$ -             | \$ 83,914         |
| 4        | Permitting Assistance                           | \$ 12,220         | \$ -             | \$ 12,220         |
| 5        | 60% Submittal Project Design Documents          | \$ 21,659         | \$ 12,951        | \$ 34,610         |
| 6        | 90% Submittal Project Design Documents          | \$ 17,789         | \$ -             | \$ 17,789         |
| 7        | 100% Submittal Project Design Documents         | \$ 16,266         | \$ -             | \$ 16,266         |
| 8        | Bidding Assistance                              | \$ 9,251          | \$ -             | \$ 9,251          |
| 9        | Construction Administration Services            | \$ 60,200         | \$ -             | \$ 60,200         |
|          | <b>TOTAL</b>                                    | <b>\$ 246,902</b> | <b>\$ 27,566</b> | <b>\$ 274,469</b> |



If the attached Amendment meets with the City's approval, please execute the attached Task Order and provide a purchase order. If you have any questions please feel free to contact me at (407) 425-0452. We look forward to working with the City on this project.

Sincerely,  
**CPH Consultants, LLC**

*David E. Mahler*

David E. Mahler, P.E.  
Sr. Vice President

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order.

CITY:  
City of Ocoee, Florida

ATTEST

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

ENGINEER:  
CPH, LLC

ATTEST

*Roberto M. Gonzalez*  
\_\_\_\_\_

By: *David E. Mahler*  
\_\_\_\_\_

Date: 15-Aug-2023

**ATTACHMENTS:**

|                      |                                                            |
|----------------------|------------------------------------------------------------|
| <b>Exhibit I:</b>    | Scope of Services                                          |
| <b>Exhibit II:</b>   | Detailed Labor Hour Breakdown                              |
| <b>Attachment A:</b> | PSI – Proposal for Geotechnical Evaluation                 |
| <b>Attachment B:</b> | EMI - Proposal for Electrical and Instrumentation Services |

## EXHIBIT I

### SCOPE OF SERVICES

#### General

The purpose of this Amendment is to provide additional Engineering Services to the City of Ocoee for the following:

#### **Task 1      Project Set-Up & Kick-Off Meetings**

Prepare for and conduct up to six (6) additional project review progress meetings. Original scope identified four (4) project progress review meetings. So far, fourteen (14) project progress meetings have been conducted.

#### **Task 2      Support Services –**

Provide Additional Geotechnical Services. Prior to drilling boring samples, the Geotechnical subconsultant conducted subsurface utility locations to avoid conflicts during drilling activities.

#### **Task 3      Preliminary Basis of Design Report (30% Design) - No Change**

#### **Task 4      Permitting Assistance - No Change**

#### **Task 5      60% Submittal Project Design Documents**

Provide additional process and electrical engineering design related to relocating and replacing existing sludge holding tank digester blowers with newer high efficiency blowers. Additional services include:

- Revise demolition plans to include demolition of existing digester blowers and associated piping.
- Revise grading plan.
- Review owner direct purchase (ODP) digester blower submittal to size equipment pad and electrical requirements.
- Update structural plan to include new blower pad. Assume no building structure for new blowers.
- Update electrical plans to include new higher efficiency blowers with variable frequency drives motors.

**Task 6            90% Submittal Project Design Documents - No Change**

**Task 7            100% Submittal Project Design Documents - No Change**

**Task 8            Bidding Assistance - No Change**

**Task 9            Construction Administration Services - No Change**

**Services Not Included**

Services not included are as follows:

1. No blower building.
2. Full-Time Resident Project Representative (RPR).
3. Funding Assistance.
4. Major Stormwater Permitting.
5. SCADA Integration.
6. Start-up services of existing equipment to new electrical equipment.

**Services to be provide by City**

Services to be provided by the City include the following:

1. Pay permit fees.
2. Provide daily/resident construction inspection.
3. Integrate SCADA.
4. City to purchase new blowers for contractor to install.

**END OF SECTION**



## **EXHIBIT II**

### **Labor Hours and Fee Estimate**

|    | A    | B     | C                                                                                                      | D                         | E                            | F                | G                               | H                   | I         | J                         | K                             | L                          | M                                    | N                      | O                    | P                             | Q              | R           | S         | T                                 | U            | V         |
|----|------|-------|--------------------------------------------------------------------------------------------------------|---------------------------|------------------------------|------------------|---------------------------------|---------------------|-----------|---------------------------|-------------------------------|----------------------------|--------------------------------------|------------------------|----------------------|-------------------------------|----------------|-------------|-----------|-----------------------------------|--------------|-----------|
|    | TASK |       | DESCRIPTION                                                                                            | Sr. Project Manager (EOR) | Project Engineer (Civil EOR) | Project Engineer | Senior Design Tech (Civil CADD) | Principal Architect | Architect | Architect Designer (CADD) | Principal Structural Engineer | Senior Structural Engineer | Senior Design Tech (Structural CADD) | Principal MEP Engineer | MEP Project Engineer | Senior Design Tech (MEP CADD) | Administrative | TOTAL HOURS | LABOR     | SUBCONSULTANTS & SUPPORT SERVICES | DIRECT COSTS | TOTAL     |
| 1  |      |       |                                                                                                        |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                |             |           |                                   |              |           |
| 2  |      |       |                                                                                                        |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                |             |           |                                   |              |           |
| 3  | 1    |       | Project Setup & Kick-Off Meeting                                                                       |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                |             |           |                                   |              |           |
| 4  |      | 1.1   | Set-Up Project and Prepare Project Work Plan with Tentative Schedule                                   |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 5  |      | 1.2   | Conduct Kick-Off Meeting to Identify Roles, Review City Requirements and Request Available Data        |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 6  |      | 1.3   | Prepare and Distribute Kick-Off Meeting minutes to City                                                |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 7  |      | 1.4   | Prepare for and conduct six (6) additional Project Review Progress Meetings                            | 24                        |                              | 24               |                                 | 24                  |           |                           |                               |                            |                                      |                        |                      |                               |                | 72          | \$ 11,520 | \$ -                              | \$ 1,200     | \$ 12,720 |
| 8  |      |       | Subtotal                                                                                               | 24                        | 0                            | 24               | 0                               | 24                  | 0         | 0                         | 0                             | 0                          | 0                                    | 0                      | 0                    | 0                             | 0              | 72          | \$ 11,520 | \$ -                              | \$ 1,200     | \$ 12,720 |
| 9  |      |       |                                                                                                        | \$ 4,320                  | \$ -                         | \$ 2,880         | \$ -                            | \$ 4,320            | \$ -      | \$ -                      | \$ -                          | \$ -                       | \$ -                                 | \$ -                   | \$ -                 | \$ -                          | \$ -           |             |           |                                   |              | 46%       |
| 10 | 2    |       | Support Services                                                                                       |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                |             |           |                                   |              |           |
| 11 |      | 2.1   | Coordinate and Conduct Preliminary Ecological Assessment                                               |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      |                                   | \$ -         | \$ -      |
| 12 |      | 2.2   | Coordinate and Conduct Topographic Survey                                                              |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      |                                   | \$ -         | \$ -      |
| 13 |      | 2.3   | Coordinate and Conduct Subsurface Survey (Southeastern Surveying)                                      |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      |                                   | \$ -         | \$ -      |
| 14 |      | 2.4   | Conduct Geotechnical Evaluation (PSI)                                                                  |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      |                                   | \$ -         | \$ -      |
| 15 |      | 2.4.1 | Amend Geotech Contract to include Subsurface Utility Locations to avoid bore hole drilling conflicts   | 1                         |                              | 2                |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               | 1              | 4           | \$ 495    | \$ 1,200                          | \$ 200       | \$ 1,895  |
| 16 |      |       | Subtotal                                                                                               | 1                         | 0                            | 2                | 0                               | 0                   | 0         | 0                         | 0                             | 0                          | 0                                    | 0                      | 0                    | 0                             | 1              | 4           | \$ 495    | \$ 1,200                          | \$ 200       | \$ 1,895  |
| 17 |      |       |                                                                                                        | \$ 180                    | \$ -                         | \$ 240           | \$ -                            | \$ -                | \$ -      | \$ -                      | \$ -                          | \$ -                       | \$ -                                 | \$ -                   | \$ -                 | \$ -                          | \$ 75          |             |           |                                   |              | 7%        |
| 18 | 3    |       | Preliminary Basis of Design Report (30% Design)                                                        |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                |             |           |                                   |              |           |
| 19 |      | 3.1   | Conduct Site Visit and Evaluate Existing Information to Identify Location of New Electrical Building   |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 20 |      | 3.2   | Coordinate with Duke Energy                                                                            |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 21 |      | 3.3   | Prepare Preliminary Design Report Project Definition with Summary of Key Design Parameters             |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 22 |      | 3.4   | Prepare 30% Plan Views and Major Elevation Design Drawings                                             |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 23 |      | 3.5   | Prepare Class 3 Budget Authorization Construction Cost Estimate (30% Contingency)                      |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 24 |      | 3.6   | Conduct 30% Submittal Review Meeting with City                                                         |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 25 |      | 3.7   | Prepare FINAL BODR                                                                                     |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 26 |      |       | Subtotal                                                                                               | 0                         | 0                            | 0                | 0                               | 0                   | 0         | 0                         | 0                             | 0                          | 0                                    | 0                      | 0                    | 0                             | 0              | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 27 |      |       |                                                                                                        | \$ -                      | \$ -                         | \$ -             | \$ -                            | \$ -                | \$ -      | \$ -                      | \$ -                          | \$ -                       | \$ -                                 | \$ -                   | \$ -                 | \$ -                          | \$ -           |             |           |                                   |              | 0%        |
| 28 | 4    |       | Permitting Assistance                                                                                  |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                |             |           |                                   |              |           |
| 29 |      | 4.1   | Conduct Permit Inquiry with FDEP for Permit to Construct                                               |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 30 |      | 4.2   | Prepare and Submit FDEP Stormwater Minor Permit Modification (ERP)                                     |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 31 |      | 4.3   | Prepare and Submit Ocoee Building Permit                                                               |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 32 |      | 4.4   | Conduct Permit Inquiry to Identify Coordination to Remove Existing Diesel Storage Tank and Generator . |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 33 |      |       | Subtotal                                                                                               | 0                         | 0                            | 0                | 0                               | 0                   | 0         | 0                         | 0                             | 0                          | 0                                    | 0                      | 0                    | 0                             | 0              | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 34 |      |       |                                                                                                        | \$ -                      | \$ -                         | \$ -             | \$ -                            | \$ -                | \$ -      | \$ -                      | \$ -                          | \$ -                       | \$ -                                 | \$ -                   | \$ -                 | \$ -                          | \$ -           |             |           |                                   |              | 0%        |
| 35 | 5    |       | Project Design Documents (60% Submittal)                                                               |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                |             |           |                                   |              |           |
| 36 |      | 5.1   | Prepare 60% Plan Views and Major Elevation Design Drawings                                             |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 37 |      | 5.2   | Prepare 60% Technical Specifications                                                                   |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 38 |      | 5.3   | Prepare Class 2 Budget Control Construction Cost Estimate (20% Contingency)                            |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 39 |      | 5.4   | Conduct 60% Submittal Review Meeting with City                                                         |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 40 |      | 5.5   | Revise plans to include replacement and relocation of digester blowers                                 | 4                         | 8                            | 16               | 8                               |                     |           |                           | 2                             | 4                          | 2                                    |                        |                      |                               |                | 44          | \$ 5,930  | \$ 5,821                          | \$ 1,200     | \$ 12,951 |
| 41 |      |       | Subtotal                                                                                               | 4                         | 8                            | 16               | 8                               | 0                   | 0         | 0                         | 2                             | 4                          | 2                                    | 0                      | 0                    | 0                             | 0              | 44          | \$ 5,930  | \$ 5,821                          | \$ 1,200     | \$ 12,951 |
| 42 |      |       |                                                                                                        | \$ 720                    | \$ 1,280                     | \$ 1,920         | \$ 840                          | \$ -                | \$ -      | \$ -                      | \$ 360                        | \$ 600                     | \$ 210                               | \$ -                   | \$ -                 | \$ -                          | \$ -           |             |           |                                   |              | 47%       |
| 43 | 6    |       | Project Design Documents (90% Submittal)                                                               |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                |             |           |                                   |              |           |
| 44 |      | 6.1   | Prepare 90% Civil Plan Views and Major Elevation Design Drawings                                       |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 45 |      | 6.2   | Prepare 90% Front-End and Technical Specifications                                                     |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |

|    | A    | B   | C                                                                                              | D                         | E                            | F                | G                               | H                   | I         | J                         | K                             | L                          | M                                    | N                      | O                    | P                             | Q              | R           | S         | T                                 | U            | V         |
|----|------|-----|------------------------------------------------------------------------------------------------|---------------------------|------------------------------|------------------|---------------------------------|---------------------|-----------|---------------------------|-------------------------------|----------------------------|--------------------------------------|------------------------|----------------------|-------------------------------|----------------|-------------|-----------|-----------------------------------|--------------|-----------|
|    | TASK |     | DESCRIPTION                                                                                    | Sr. Project Manager (EOR) | Project Engineer (Civil EOR) | Project Engineer | Senior Design Tech (Civil CADD) | Principal Architect | Architect | Architect Designer (CADD) | Principal Structural Engineer | Senior Structural Engineer | Senior Design Tech (Structural CADD) | Principal MEP Engineer | MEP Project Engineer | Senior Design Tech (MEP CADD) | Administrative | TOTAL HOURS | LABOR     | SUBCONSULTANTS & SUPPORT SERVICES | DIRECT COSTS | TOTAL     |
| 1  |      |     |                                                                                                |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                |             |           |                                   |              |           |
| 46 |      | 6.3 | Prepare Class1 Bid Construction Cost Estimate (10% Contingency)                                |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 47 |      | 6.4 | Conduct 90% Submittal Review Meeting with City                                                 |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 48 |      |     | Subtotal                                                                                       | 0                         | 0                            | 0                | 0                               | 0                   | 0         | 0                         | 0                             | 0                          | 0                                    | 0                      | 0                    | 0                             | 0              | 0           | \$ -      |                                   | \$ -         | \$ -      |
| 49 |      |     |                                                                                                | \$ -                      | \$ -                         | \$ -             | \$ -                            | \$ -                | \$ -      | \$ -                      | \$ -                          | \$ -                       | \$ -                                 | \$ -                   | \$ -                 | \$ -                          | \$ -           |             |           |                                   |              | 0%        |
| 50 | 7    |     | Project Design Development Stage (100% Submittal)                                              |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                |             |           |                                   |              |           |
| 51 |      | 7.1 | Prepare 100% Plan Views and Major Elevation Design Drawings                                    |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 52 |      | 7.2 | Prepare 100% Front-End and Technical Specifications                                            |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 53 |      | 7.3 | Prepare Class1 Bid Construction Cost Estimate (10% Contingency)                                |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 54 |      | 7.4 | Conduct 100% Submittal Review Meeting with City                                                |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 55 |      |     | Subtotal                                                                                       | 0                         | 0                            | 0                | 0                               | 0                   | 0         | 0                         | 0                             | 0                          | 0                                    | 0                      | 0                    | 0                             | 0              | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 56 |      |     |                                                                                                | \$ -                      | \$ -                         | \$ -             | \$ -                            | \$ -                | \$ -      | \$ -                      | \$ -                          | \$ -                       | \$ -                                 | \$ -                   | \$ -                 | \$ -                          | \$ -           |             |           |                                   |              | 0%        |
| 57 | 8    |     | Bidding Assistance                                                                             |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                |             |           |                                   |              |           |
| 58 |      | 8.1 | Prepare for and Attend Pre-Bid Meeting and Site Visit                                          |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 59 |      | 8.2 | Assist City with Issuing up to Two (2) Addenda                                                 |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 60 |      | 8.3 | Prepare Engineer's Letter Recommendation of Apparent Low Bidder                                |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 61 |      |     | Subtotal                                                                                       | 0                         | 0                            | 0                | 0                               | 0                   | 0         | 0                         | 0                             | 0                          | 0                                    | 0                      | 0                    | 0                             | 0              | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 62 |      |     |                                                                                                | \$ -                      | \$ -                         | \$ -             | \$ -                            | \$ -                | \$ -      | \$ -                      | \$ -                          | \$ -                       | \$ -                                 | \$ -                   | \$ -                 | \$ -                          | \$ -           |             |           |                                   |              | 0%        |
| 63 | 9    |     | Construction Administration Services                                                           |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                |             |           |                                   |              |           |
| 64 |      | 9.1 | Prepare Conformed Construction Documents                                                       |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 65 |      | 9.2 | Set-Up Project and Coordinate Pre-Construction Meeting                                         |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 66 |      | 9.3 | Review and Approve Submittals (Up to Twenty (20) Submittals)                                   |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 67 |      | 9.4 | Respond to Contractor Requests for Information (RFIs) (Up to five (5) RFIs)                    |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 68 |      | 9.5 | Prepare for and Attend Monthly Project Progress Meeting Site Visits (up to eight (8) Meetings) |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 69 |      | 9.6 | Conduct Substantial and Final Walk Throughs                                                    |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 70 |      | 9.7 | Observe Start-up Events ( up to Two (2) Events)                                                |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 71 |      | 9.8 | Prepare and Submit Record Drawings                                                             |                           |                              |                  |                                 |                     |           |                           |                               |                            |                                      |                        |                      |                               |                | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 72 |      |     | Subtotal                                                                                       | 0                         | 0                            | 0                | 0                               | 0                   | 0         | 0                         | 0                             | 0                          | 0                                    | 0                      | 0                    | 0                             | 0              | 0           | \$ -      | \$ -                              | \$ -         | \$ -      |
| 73 |      |     |                                                                                                | \$ -                      | \$ -                         | \$ -             | \$ -                            | \$ -                | \$ -      | \$ -                      | \$ -                          | \$ -                       | \$ -                                 | \$ -                   | \$ -                 | \$ -                          | \$ -           |             |           |                                   |              | 0%        |
| 74 |      |     | TOTAL                                                                                          | 29                        | 8                            | 42               | 8                               | 24                  | 0         | 0                         | 2                             | 4                          | 2                                    | 0                      | 0                    | 0                             | 1              | 120         | \$ 17,945 | \$ 7,021                          | \$ 2,600     | \$ 27,566 |





## **ATTACHMENT A**

### **Proposal for Additional Geotechnical Subsurface Utility Locates**

**Professional Service Industries, Inc.**  
1748 33<sup>rd</sup> Street, Orlando, FL 32839  
Phone: (407) 304-5560  
Fax: (407) 304-5561

Mr. Robbie Gonzalez, P.E.  
Senior Project Manager  
**CPH, Inc.**  
1117 East Robinson Street  
Orlando, Florida 32801

RE: Proposal for Geotechnical Services  
New Electrical Building and Generator Pads  
Ocoee Wastewater Treatment Plant  
1800 A D Mims Road  
Ocoee, Florida 34761

Dear Mr. Gonzalez:

**Professional Service Industries, Inc. (PSI)**, an **Intertek Company**, is pleased to submit the following proposal for performance of a subsurface exploration at the site of the proposed improvements. The subsurface exploration will be completed to provide geotechnical recommendations for site preparation and foundation design for the new electrical building and generator pads. Presented herein is the proposed scope of work, time schedule to complete the work and cost estimate for our services.

This proposal is based on the boring locations being readily accessible to our truck-mounted drilling equipment and the drilling services being performed during regular business hours.

### **Project Information**

The project site is located within the Ocoee Wastewater Treatment Plant (WWTP) in Ocoee, Orange County, Florida. The site is bordered by an existing building and pavement areas to the north and wastewater treatment systems to the east, south and west. Based on a review of aerial images available through Google Earth Pro, the site is vacant with the ground cover comprising grass.

Planned improvements for this facility include two new generator pads plus a one-story electrical building. The generator pads will each have an approximate plan area of 130± square feet. The electrical building will have a plan area of approximately 430± square feet.

We assume the generator pads will be designed as slab on grade systems. For the one-story building we expect it to be relatively light with maximum column and wall foundation loads of less than 50 kips and 3 to 5 kips per linear feet, respectively.

The listed assumptions have been used for the purpose of preparing this proposal. Adjustments to the scope of services may be necessary if the planned development differs from the noted assumptions.



### **Scope of Geotechnical Services**

The purpose of PSI's subsurface exploration is to obtain information on the general subsurface soil and groundwater conditions within the proposed development in order to provide geotechnical recommendations for site preparation and foundation design.

The following services will be provided in order to achieve the preceding objectives:

1. Review available published geologic and topographic information. This published information will be obtained from the appropriate quadrangle map published by the United States Geological Survey (USGS) and the "Soil Survey of Orange County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS).
2. PSI will perform three (3) Standard Penetration Test (SPT) borings in the areas requested. It is proposed that the generator pad borings will be extended to depths of 10 feet below existing grade, with the building boring will be extended to a depth of 15 feet below existing grade.
3. Visually classify and stratify representative soil samples in the laboratory using the Unified Soil Classification System. Conduct a limited laboratory testing program, if necessary. Identify soil conditions at each boring location and form an opinion of the site soil stratigraphy.
4. Collect groundwater level measurements in the boreholes and estimate the normal seasonal high groundwater levels.
5. The results of the field exploration and laboratory tests will be used in the engineering analysis and in the formulation of PSI's geotechnical recommendations. The results of the subsurface exploration, including the geotechnical recommendations to support the construction of the proposed electrical building and generator pads, will be presented in a written report supervised by a Professional Engineer licensed in the State of Florida. The report will include the estimated normal seasonal high groundwater levels, site preparation, foundation design, excavation considerations and the data on which they are based

### **Schedule**

We are in a position to start work on the assignment immediately upon receipt of authorization to proceed. The first tasks will be to coordinate obtaining utility clearances for the borings through Sunshine State One Call of Florida and through the plant operations personnel. If private utilities are not located by others, we can coordinate a private utility location service for our borings for an additional fee. Once utilities have been cleared/located, we anticipate one day to complete the field work. Engineering and laboratory testing will be initiated thereafter, requiring a further 10 workdays to complete. From notice to proceed through submittal of the report will require on the order of 4 weeks.

Throughout the course of our work on the project, we will keep you routinely apprised of findings plus be available for consultation and meeting attendance as may be necessary.



**Service Fee**

It is proposed the fee for performance of the above-outlined services be determined on a lump sum basis and the work being performed in accordance with the conditions of a Professional Services Agreement between CPH and PSI. On the basis of the estimated quantities and the proposed scope of work, our lump sum fee for the assignment is **\$2,900.00**. If private utilities are not located by others, we can coordinate a private utility location service for our borings for an additional fee of **\$1,200.00**.

**Closure**

We appreciate the opportunity to offer our services to you and look forward to working with you. If this proposal is acceptable, please sign below as notice to proceed and return one copy of this proposal intact to our office. Should you have any questions in regard to this proposal, please do not hesitate to contact this office.

Respectfully submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**

Venkata Prashanth Muppana, P.E.  
Project Engineer

Ian Kinnear, P.E.  
Chief Geotechnical Engineer

0757-357521 (Electrical Improvements - WWTP, City of Ocoee).docx

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

BY (Please Print): \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



**ATTACHMENT B**  
EMI Consulting Specialties Inc. (EMI)  
Proposal for Additional Electrical and Instrumentation Services

# EMI Consulting Specialties, Inc.

5742 River Bed Rd  
Groveland, Fl 34736  
(352) 460-4034  
(352) 460-4036 (Fax)

# Fee Estimate

| DATE     | ESTIMATE NO. |
|----------|--------------|
| 8/1/2023 | 2159         |

## CLIENTS NAME / ADDRESS

CPH Inc.  
500 W. Fulton St.  
Sanford, Fl. 32771

## PROJECT

Ocoee Supplemental #1

| CATEGORY      | DESCRIPTION                                                                                       | HRS | COST         | TOTAL      |
|---------------|---------------------------------------------------------------------------------------------------|-----|--------------|------------|
| Clerical      | General clerical, filing, invoicing, correspondence, etc.                                         | 6   | 48.00        | 288.00     |
| Engineering   | Engineering and design related to electrical power and control for two (2) sludge mixing blowers, | 19  | 155.00       | 2,945.00   |
| Shop Drawing  | Review and process shop drawings.                                                                 | 4   | 155.00       | 620.00     |
| Design (CADD) | Design, drafting (CADD), & in-office plotting for EMI review and coordination.                    | 24  | 82.00        | 1,968.00   |
|               |                                                                                                   |     | <b>TOTAL</b> | \$5,821.00 |



Meeting Date: September 19, 2023  
Item #: 13

Contact Name: Trent Hopper  
Contact Number: Ext. 4306

Department Director: Jamie Croteau  
City Manager: Robert Frank

**Subject: Notification of Emergency Increase to Purchase Order for Engineered Spray Solutions per Emergency Notification – Section 21.6, Chapter 21, City of Ocoee Code of Ordinances. (Utilities Director Croteau)**

**Background Summary:**

The City Commission authorized the rehabilitation of the lining systems at Lift Stations 27, 52, 53 & 55 by contracting with Engineered Spray Solutions (ESS) at a cost of \$107,021 during the June 20, 2023 meeting. During the rehabilitation of Lift Station 27, ESS notified Staff that the lining required more repairs than anticipated. Staff authorized the use of an additional 40 gallons of polyurethane resin at a cost of \$5,000.00.

**Issue:**

Provide notification to the Honorable Mayor and City Commissioners of the Emergency Purchase.

**Recommendations:**

**Attachments:**

1. PO 1428859 Engineered Spray (increase) receipt of goods

**Financial Impacts:**

No financial impact as there is adequate funding in the Fiscal Year 2022/23 budget.

**Type of Item:** Consent



# CITY OF OCOEE

1 N BLUFORD AVE  
OCOEE FL 34761

MODIFIED 09.07.2023

**PURCHASE ORDER: 1428859**

Page: 1 of 1

**\*\*\*\*\* VENDOR \*\*\*\*\***

**ENGINEERED SPRAY SOLUTIONS, LLC  
1306 BANANA RD  
LAKELAND FL 33810**

**\*\*\*\*\* DELIVER TO \*\*\*\*\***

**Wastewater Treatment Plant  
1800 A D MIMS RD  
OCOEE FL 34761-4001**

| Ordered    | Due By     | Ship Via | FOB  | Terms  | Customer No | By    |
|------------|------------|----------|------|--------|-------------|-------|
| 06.23.2023 | 07.23.2023 |          | dest | Net 30 |             | MHILL |

| Requisition No | Vendor No | Vendor Phone  | Email Address   | Jobs    |
|----------------|-----------|---------------|-----------------|---------|
| UT004556       | 6398-1    | (863)577-4821 | admin@ess-1.net | A000397 |

| No | Quantity | U/M | Description                                                                                               | Unit Price         | Extended          | G/L Account     |
|----|----------|-----|-----------------------------------------------------------------------------------------------------------|--------------------|-------------------|-----------------|
| 1  | 1.00     |     | LINER FOR LS27 - ALSO ADDITIONAL SEAL WORK AT THE CHECK VALVE VAULT ON LS27 - BUDGETED ITEM DUE FOR REHAB | 29,164.0000        | 29,164.00         | 407-535-00-6302 |
| 2  | 1.00     |     | LINER FOR LS52- BUDGETED ITEM DUE FOR REHAB                                                               | 18,678.0000        | 18,678.00         | 407-535-00-6302 |
| 3  | 1.00     |     | LINER FOR LS53 - BUDGETED ITEM DUE FOR REHAB                                                              | 33,225.0000        | 33,225.00         | 407-535-00-6302 |
| 4  | 1.00     |     | LINER FOR LS55 - BUDGETED ITEM DUE FOR REHAB                                                              | 25,954.0000        | 25,954.00         | 407-535-00-6302 |
| 5  | 1.00     |     | C/O - add'l 40 Gals of 355-1K for LS #27                                                                  | 5,000.0000         | 5,000.00          | 407-535-00-6302 |
|    |          |     |                                                                                                           | <b>** TOTAL **</b> | <b>112,021.00</b> |                 |

**VENDOR INSTRUCTIONS:**

1. EMAIL INVOICES TO: ACCOUNTSPAYABLE@OCOEE.ORG OR MAIL TO: CITY OF OCOEE ACCOUNTS PAYABLE 1 N. BLUFORD AVE OCOEE, FL 34761
2. INVOICES AND PACKAGES MUST BEAR THE P.O. NO. ABOVE.
3. PURCHASES MAY NOT EXCEED THE TOTAL AMOUNT OF THIS ORDER WITHOUT PRIOR APPROVAL BY THE PURCHASING DIV.
4. THIS PO REPRESENTS A LEGAL CONTRACT BETWEEN THE CITY AND VENDOR.
5. ACCEPTANCE OF THIS PO INCLUDES ACCEPTANCE OF THE PO TERMS & CONDITIONS REFERENCED AT [HTTPS://WWW.OCOEE.ORG/900/PO-TERMS-AND-CONDITIONS](https://www.ocoe.org/900/PO-TERMS-AND-CONDITIONS) & PRICES, DELIVERY INSTRUCTIONS, & SPECIFICATIONS.
6. INSURANCE REQUIREMENTS [HTTPS://WWW.OCOEE.ORG/899/INSURANCE-REQUIREMENTS](https://www.ocoe.org/899/INSURANCE-REQUIREMENTS)
7. STATE SALES TAX EXEMPT #85-8013779974C-0 EIN #59-6019764
8. CONTACT THE REQUESTING DEPT. FOR QUESTIONS REGARDING THIS ORDER.

**SPECIAL INSTRUCTIONS:**

QUOTE DATED 6.5.23  
SINGLE SOURCE  
CC APPROVED 6.20.23

Procurement Manager

**VENDOR**





# STAFF REPORT

Meeting Date: September 19, 2023  
Item #: 14

Contact Name: Anoch Whitfield  
Contact Number: Ext. 1016

Department Director: Michael Rumer  
City Manager: Robert Frank

**Subject: Howard Meadows Large Scale Preliminary Subdivision Plan (PSP) LS-2023-016. (Zoning Manager Whitfield)**

**Background Summary:** Owner/Applicant: Winston Moxey

General Location: The property is located at 8708 A. D. Mims Road, in Commission District 4 - Ages Hart, on the south side of A. D. Mims, beginning approximately 160 feet west of Prairie Lake Boulevard.

Property Size and Parcel ID No.: The property contains approximately 2.25 acres and is assigned parcel ID number 10-22-28-0000-00-133.

Existing Site Conditions: The property is currently vacant with minimal trees and shrubs. The property was recently annexed into the City and rezoned from Orange County A-1 to City R-1AA on January 17, 2023. The table below summarizes the existing conditions of the property.

| Current Future Land Use (FLU) Map Designation | Current Zoning | Existing Land Use | Overlays/Unique Features |
|-----------------------------------------------|----------------|-------------------|--------------------------|
| Low Density Residential                       | R-1AA          | Vacant            | N/A                      |

The property is surrounded by the following:

| Direction | Jurisdiction                          | JPA FLUM Designation    | Zoning     | Existing Land Use         |
|-----------|---------------------------------------|-------------------------|------------|---------------------------|
| North     | County (Northwest) & City (Northeast) | Low Density Residential | A-1 & R-1A | Single family residential |
| South     | County                                | Low Density Residential | County A-1 | Single family residential |
| East      | County                                | Low Density Residential | County A-1 | Single family residential |
| West      | County                                | Low Density Residential | County A-1 | Single family residential |

Proposed Site Conditions: The table below summarizes the proposed development on the subject property.

| Proposed FLUM Designation | Proposed Zoning          | Proposed Use        | Proposed Development Standards                                                                                                 |
|---------------------------|--------------------------|---------------------|--------------------------------------------------------------------------------------------------------------------------------|
| N/A (Site remains LDR)    | N/A (Site remains R-1AA) | Single family homes | Development of each lot will be reviewed on a lot-by-lot basis for consistency with the R-1AA zoning standards and Arbor Code. |

Based on the applicant's conversation with the Orange County Health Department, the applicant attests that development of the subdivision at four (4) lots per acre satisfies the Statutory requirement of quarter (1/4) acre lots for purposes of septic separation requirements.

Transportation and Access: The parent tract is accessed by A. D. Mims Road; however, the new lots will be accessed by a new public roadway. The adopted level of service (LOS) standard for A. D. Mims Road, from Sandy Cove/Wurst Road to Apopka Vineland Road, is E, and as of 2020, the operating LOS was C, with a volume over capacity (V/C) ratio of less than 0.5.

Utilities: Water service will be provided by the City; however, sanitary services will be provided via private septic systems. Final engineering of the water service shall be at time of Final Subdivision Plan.

Stormwater: Final engineering and permitting of the stormwater facility will be at time of Final Subdivision Plan.

Schools: With the proposed six (6) dwelling single-family dwelling units, development of the subdivision is considered de minimis per the Interlocal Agreement (ILA) with the Orange County School District.

### **Issue:**

Should the Honorable Mayor and City Commissioners approve the proposed Howard Meadows Preliminary Subdivision Plan for a 6-lot residential subdivision located at 8708 A. D. Mims Road, assigned parcel ID number 10-22-28-0000-00-133?

### **Recommendations:**

#### **Development Review Committee Recommendation:**

The DRC met on Tuesday, August 1, 2023, to review and consider the proposed 6-lot residential subdivision. The DRC discussed the outstanding staff comments relative to the minimum lot size (at time of final engineering and permitting) needed to accommodate a private septic system on each lot, continuation of the utility easement along all lot fronts, relocation of the water line from within the lots to within the ROW between the sidewalk and roadway, creation of open space tracts between Lots 1 and 6, lot tree selection shall be from the Arbor Code, and the radius of the cul-de-sac. The applicant and engineer concurred with staff comments and will submit revised plans. After discussion, the DRC made a recommendation of approval subject to all outstanding comments being addressed in the revised Preliminary Subdivision Plan.

#### **Planning and Zoning Commission Recommendation:**

The Planning & Zoning Commission considered the proposed Preliminary Subdivision Plan at its August 8, 2023 public hearing and made a recommendation of approval subject to the outstanding DRC comments being addressed in a revised Subdivision Plan.

#### **Staff Recommendation:**

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed Howard Meadows Large-Scale Preliminary Subdivision Plan for a 6-lot residential subdivision located at 8708 A. D.

Mims Road, assigned parcel ID number 10-22-28-0000-00-133, subject to all outstanding DRC comments being addressed in a revised Preliminary Subdivision Plan.

**Attachments:**

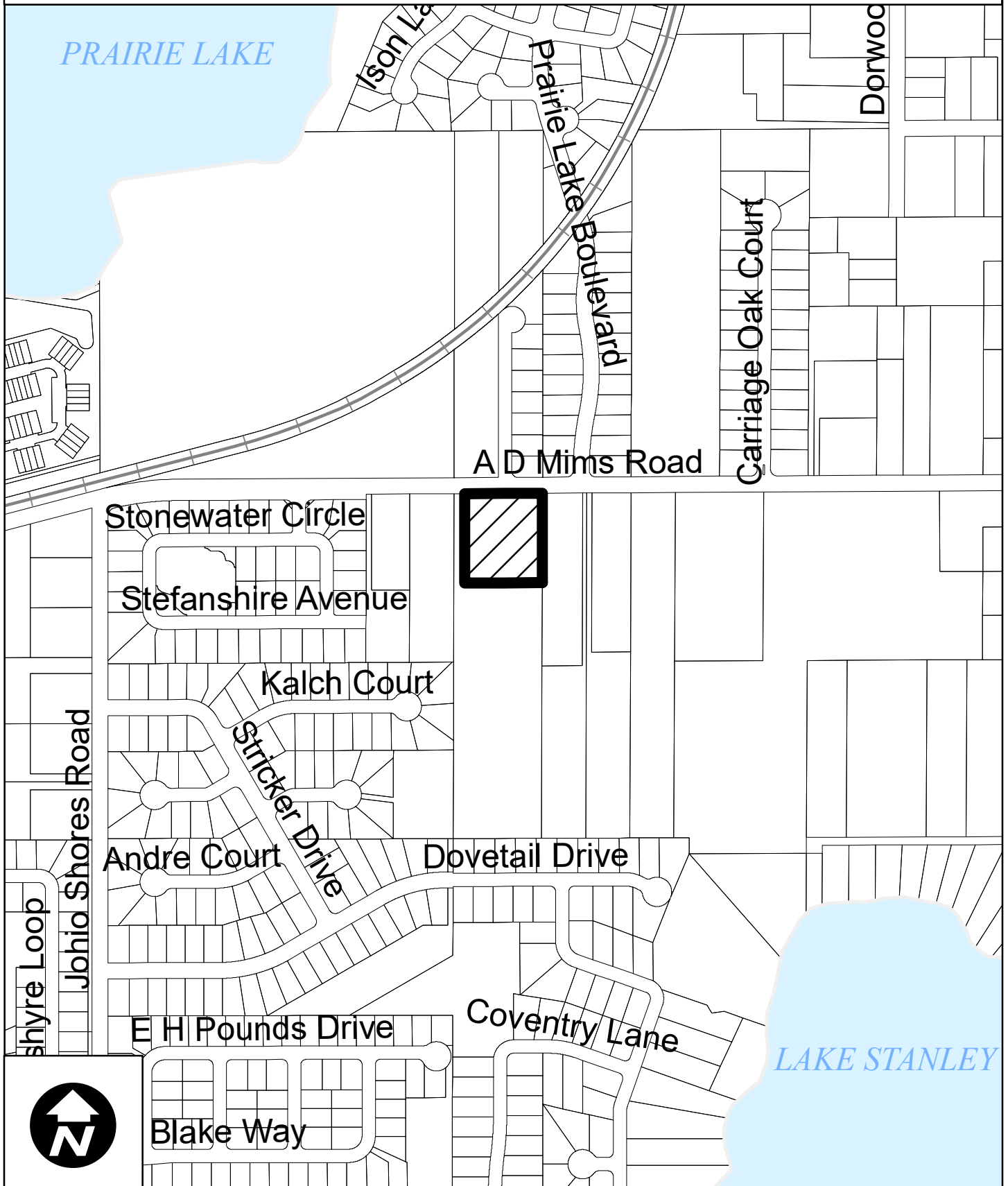
1. Location Map
2. Aerial Map
3. Zoning Map
4. FLU Map
5. PSP Plans

**Financial Impacts:**

No financial impact anticipated.

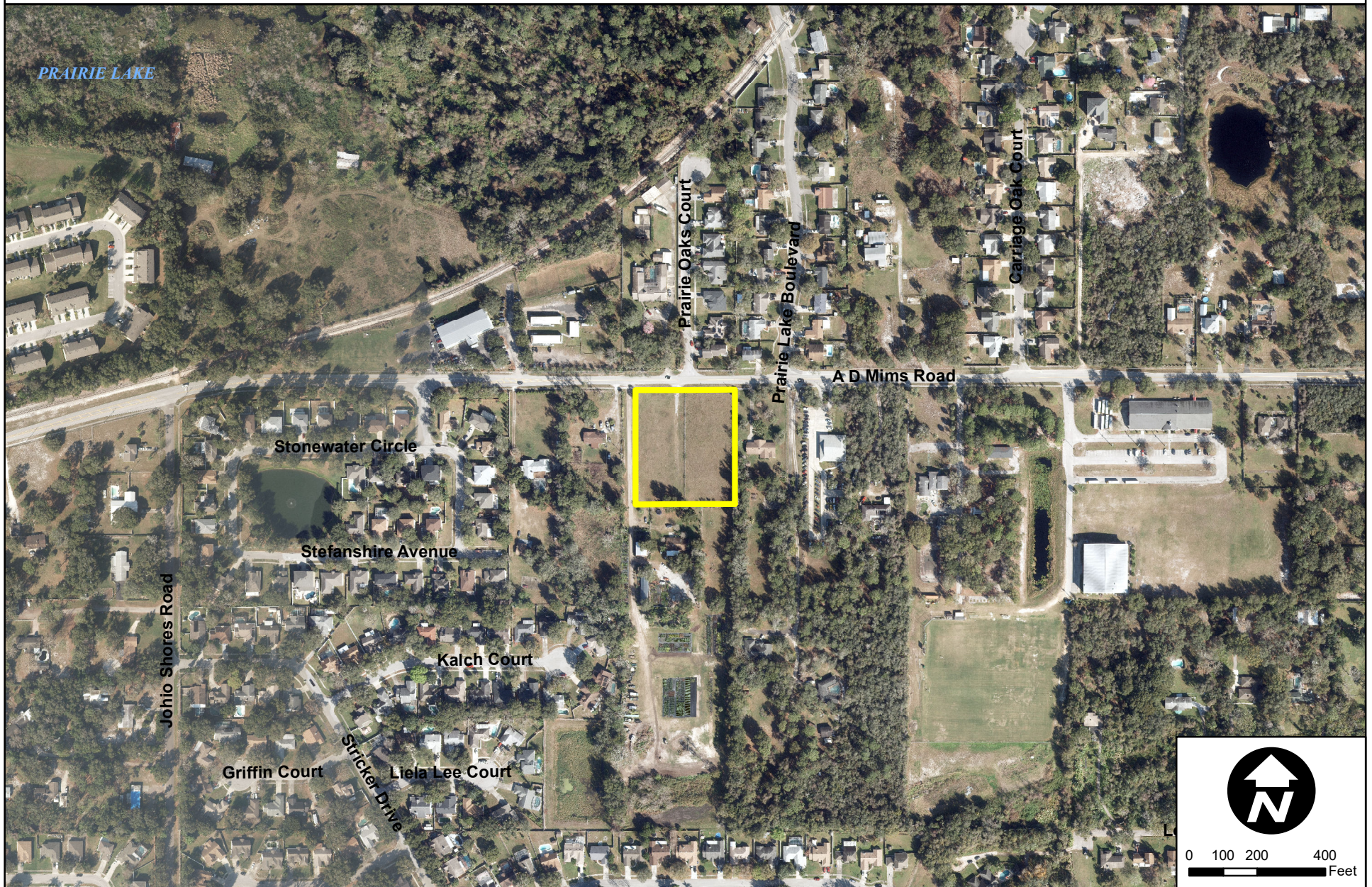
**Type of Item:** Public Hearing

# Howard Meadows - Preliminary Subdivision Plan Location Map





# Howard Meadows - Preliminary Subdivision Plan Aerial Map





# Howard Meadows - Preliminary Subdivision Plan Surrounding Zoning Map



OCOEE  
florida  
Development Services  
Department

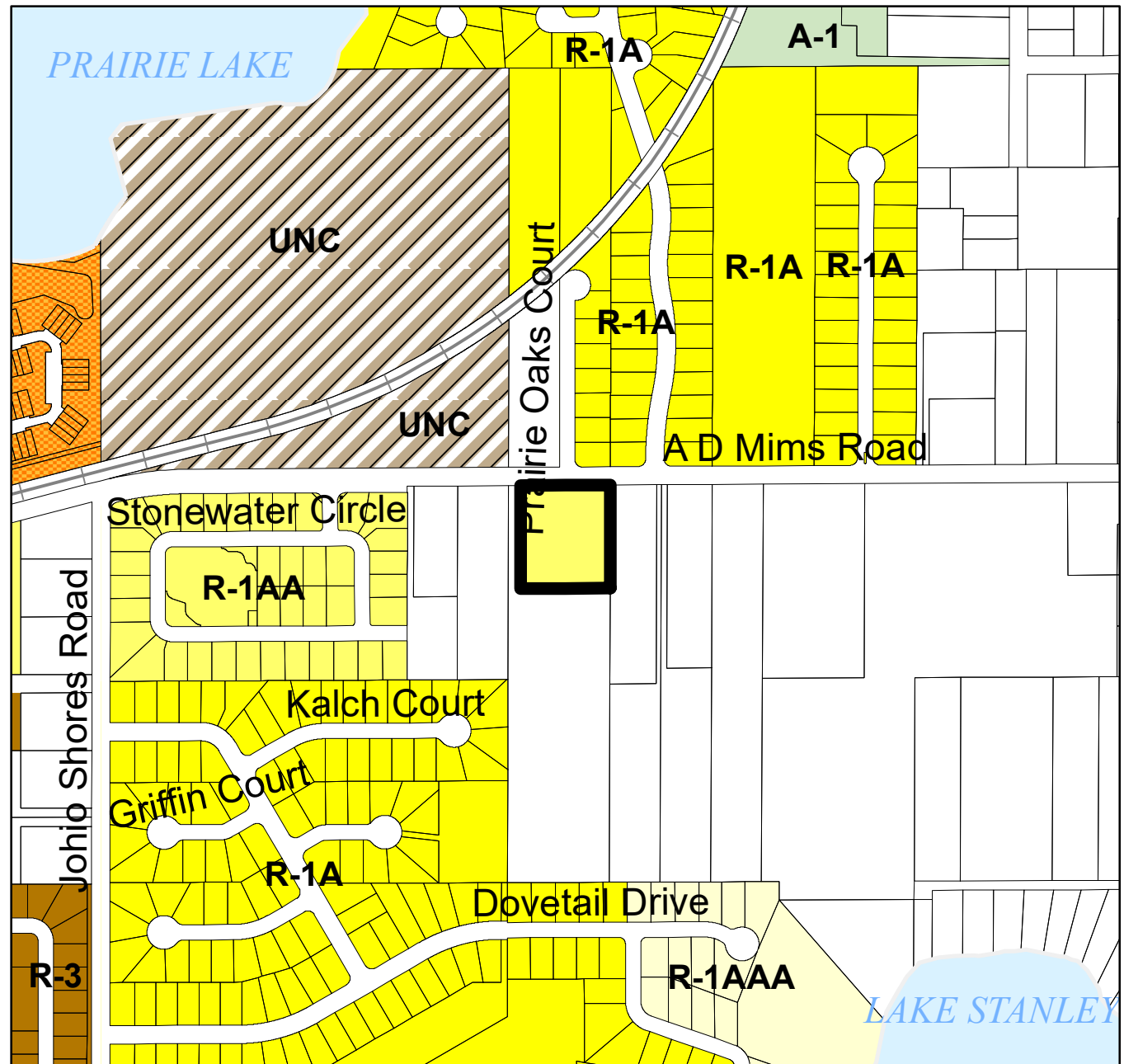
0 125 250 500  
Feet

Created: July 2023

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



# Howard Meadows - Preliminary Subdivision Plan

## Surrounding Future Land Use Map



Development Services  
Department

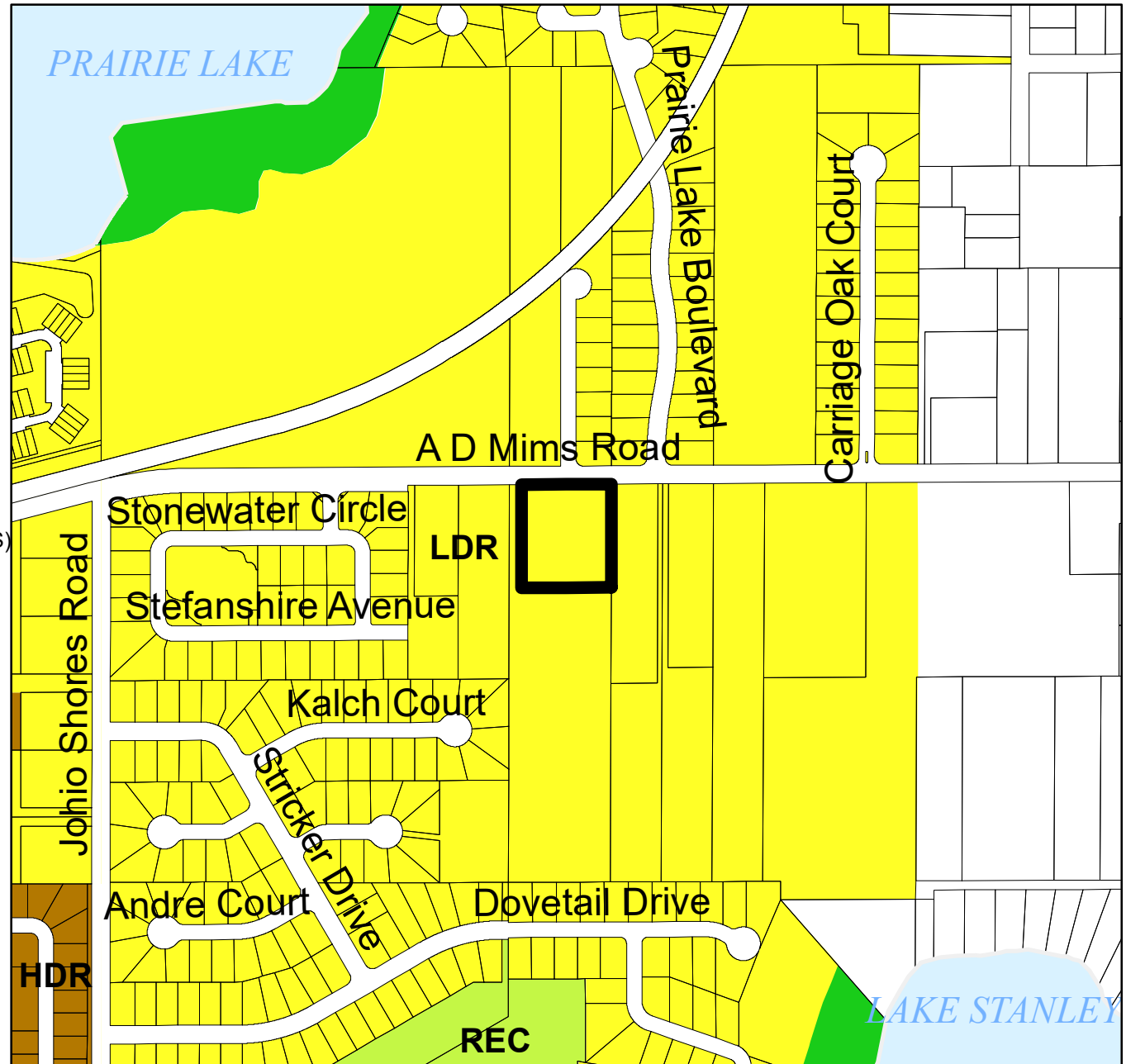
0 125 250 500  
Feet

Created: July 2023

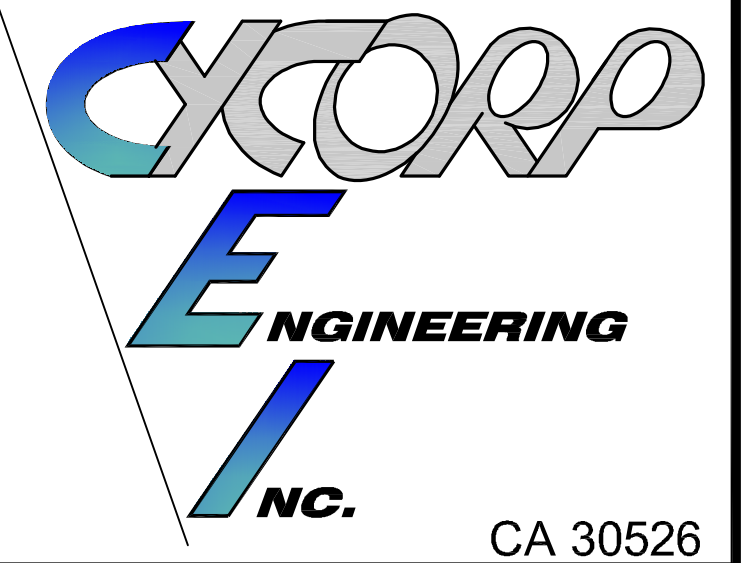
 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)



*PRELIMINARY SUBDIVISION PLAN*  
*HOWARD MEADOWS*

**CIVIL ENGINEERS  
LAND PLANNERS**

1614 White Dove Drive  
Winter Springs, Florida 32708  
Tel: (407) 405-7819

KIM@CYCORPENGINEERS.COM

HOWARD  
MEADOWS

PSP

CITY OF OCOEE

[illegible]

COVER SHEET

Date: APRIL 2023

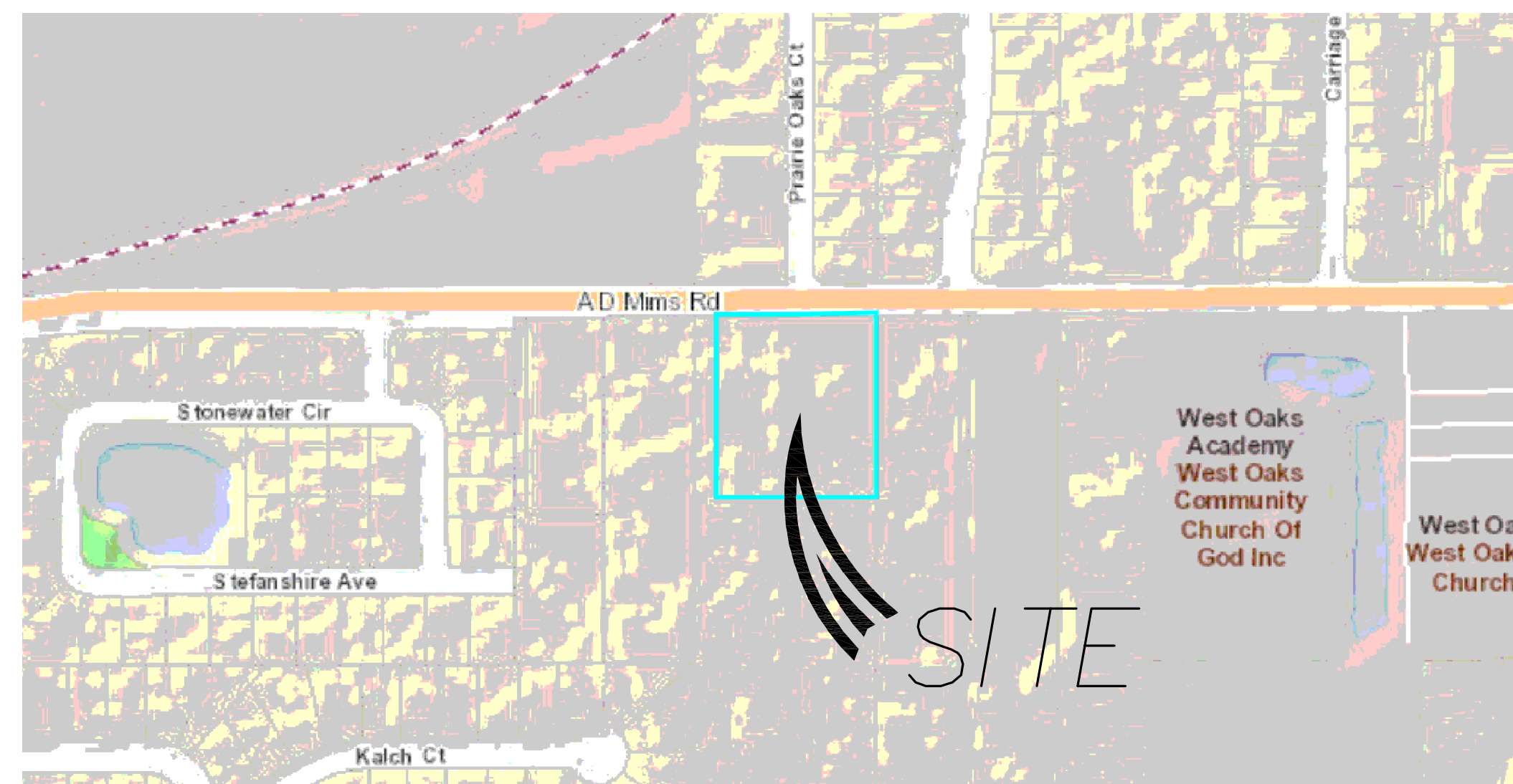
Scale:  
NTS

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*CITY OF OCOEE*



LOCATION MAP: NOT TO SCALE

PARCEL 10-22-28-0000-00-133

## SHEET INDEX

- 1 COVER SHEET
- 2 SITE PLAN
- 3 DRAINAGE & UTILITY PLAN
- 4 LANDSCAPING PLAN
- S BOUNDARY TOPO SURVEY

## PROJECT CONTACTS

OWNER:  
WINSTON BOWERBANK MOXEY

1026 HOME GROVE DRIVE  
WINTER GARDEN, FL 34787-6528

BOWERBANK@CFL.RR.COM

CIVIL ENGINEER/ LANDSCAPE ARCHITECT:  
CYCORP ENGINEERING, INC.  
KIM FISCHER  
1614 WHITE DOVE DRIVE  
WINTER SPRINGS, FL 32708  
KIM@CYCORPENGINEERS.COM  
PH (407) 405-7819

SURVEYOR

ACCURIGHT  
TERRANCE RUTTER, JR, PSM 7371  
2012 E ROBINSON STREET  
ORLANDO, FL 32803  
GERI@ACCURIGHTSURVEYS.NET  
407-894-6314

## UTILITY CONTACTS

WATER:

CITY OF OCOEE  
1800 A.D. MIMS RD  
OCOEE, FL 34761-4001  
407-905-3100

SEWER

SEPTIC

CABLE

BRIGHT HOUSE NETWORKS  
47-532-8509

ELECTRIC

DUKE ENERGY  
407-905-3321

NOTE: DO NOT SCALE FROM DRAWINGS. CONTACT CYCORP ENGINEERING IF ADDITIONAL INFORMATION IS REQUIRED.  
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APRIL 2023

LEGAL DESCRIPTION:  
SEE SURVEY





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Winter Springs, Florida 32708  
Tel: (407) 405-7819

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CITY OF OCOEE

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Date:

APRIL 2023

Scale:

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Sheet Number:

| TRACT   | SIZE       | DESCRIPTION | OWNERSHIP/MAINTENANCE |
|---------|------------|-------------|-----------------------|
| TRACT A | 0.42 ACRES | ROW         | CITY OF OCOEE         |
| TRACT B | 0.37 ACRES | POND        | HOA                   |

## SITE DATA

TOTAL AREA = 2.25 ACRES  
WETLANDS = 0 ACRES  
TOTAL BUILDABLE = 2.25 ACRES  
PROPOSED DEVELOPMENT = SINGLE FAMILY RESIDENTIAL  
PARCEL ID = 10-22-28-0000-00-133

CURRENT ZONING = R-1AA  
CURRENT FLU = LDR  
MINIMUM LOT WIDTH = 75 FT  
MINIMUM LOT DEPTH = 120 FT  
PROPOSED LOTS = 6 LOTS  
PROPOSED DENSITY = 2.7 UNITS / ACRE  
MINIMUM LOT AREA = 9,000 SF  
LOT SIDE SETBACKS = 7.5 FT  
LOT FRONT SETBACK = 25 FT  
LOT REAR SETBACK = 25 FT  
STREET SIDE SETBACK = 25 FT  
MAX. BLDG HEIGHT = 35 FT (2 STORIES)

## SITE NOTES

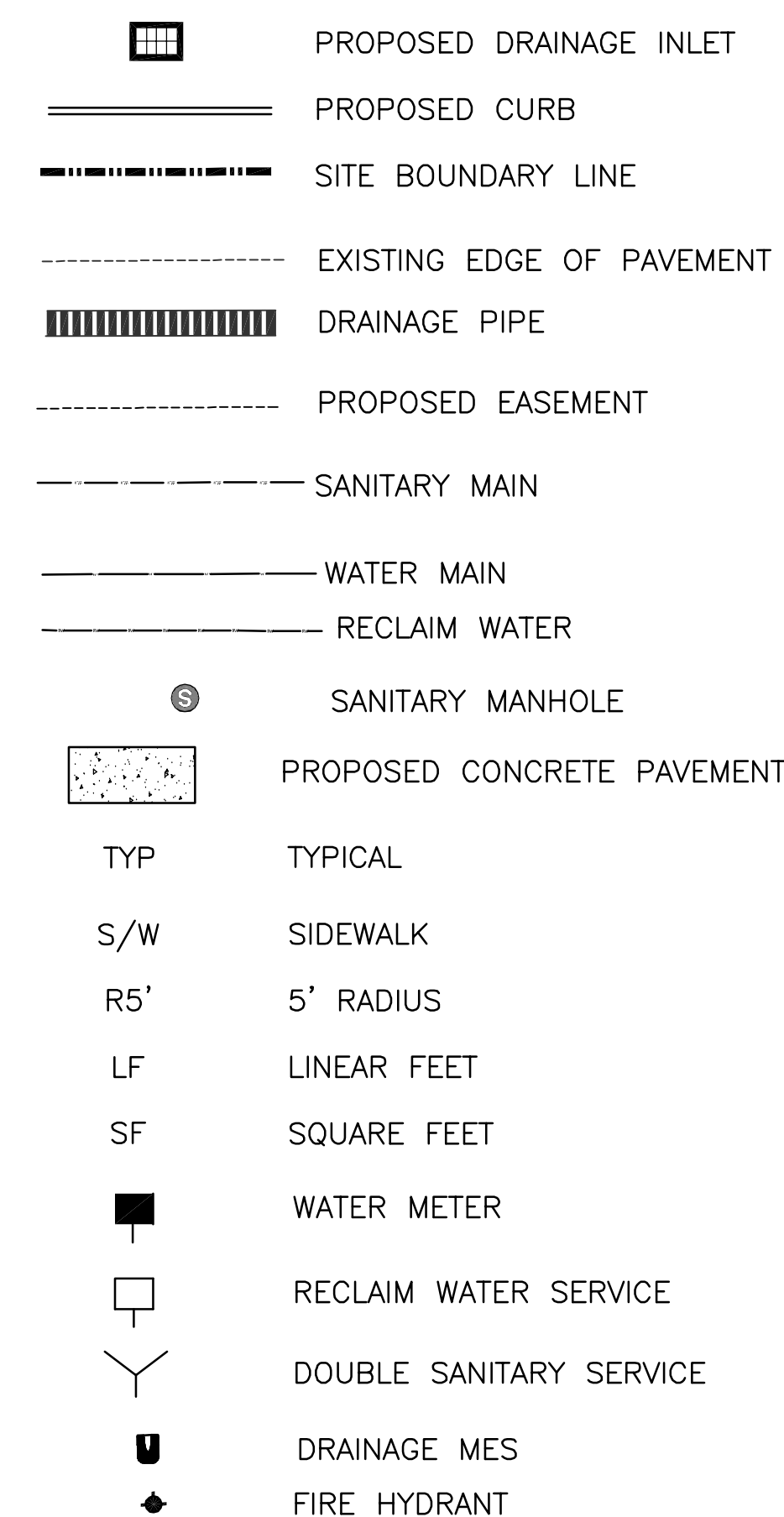
1. PROJECT IS WITHIN THE JURISDICTION OF CITY OF COCOE
2. PROJECT WILL COMPLY WITH THE CITY OF COCOE LAND DEVELOPMENT CODE
3. THE STORMWATER MANAGEMENT SYSTEM WILL COMPLY WITH THE CITY OF COCOE LDC AND SJRWMD
4. POTABLE WATER WILL COMPLY WITH THE CITY OF COCOE
5. FIRE PROTECTION WILL COMPLY WITH THE CITY OF COCOE
6. ROADS WILL BE PUBLIC
7. THE SITE IS LOCATED IN "X" ZONE.
8. REFER TO THE CITY OF COCOE ENGINEERING STANDARDS MANUAL, LAND DEVELOPMENT CODE, AND CITY DETAILS. NOTE THAT THE MOST STRINGENT STANDARDS BETWEEN THE CITY STANDARDS AND THE STANDARDS SET FORTH IN THE GENERAL SPEC (AS DETERMINED BY THE ENGINEER/OF RECORD OR THE CITY) SHOULD BE FOLLOWED.
9. AS-BUILTS NEED TO BE SUBMITTED TO THE CITY SIGNED AND SEALED IN ACCORDANCE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARDS MANUAL. THE CITY REQUIRES ONE PDF COPY AND ONE CADD COPY DRAWN IN STATE PLANE

| ITE | UNITS | ADT | PEAK HOUR | PM IN | PM OUT |
|-----|-------|-----|-----------|-------|--------|
| 210 | 6     | 58  | 6         | 4     | 2      |

## TRAFFIC IMPACTS

| AGE        | UNITS | RATE  | CHILDREN |
|------------|-------|-------|----------|
| ELEMENTARY | 6     | 0.249 | 2        |
| MIDDLE     | 6     | 0.114 | 1        |
| HIGH       | 6     | 0.124 | 1        |
| TOTAL      |       |       | 4        |

## SITE LEGEND



– 10' DRAINAGE, UTILITY & LANDSCAPE ESMT

ZONING: R-1A  
FLU: LDR

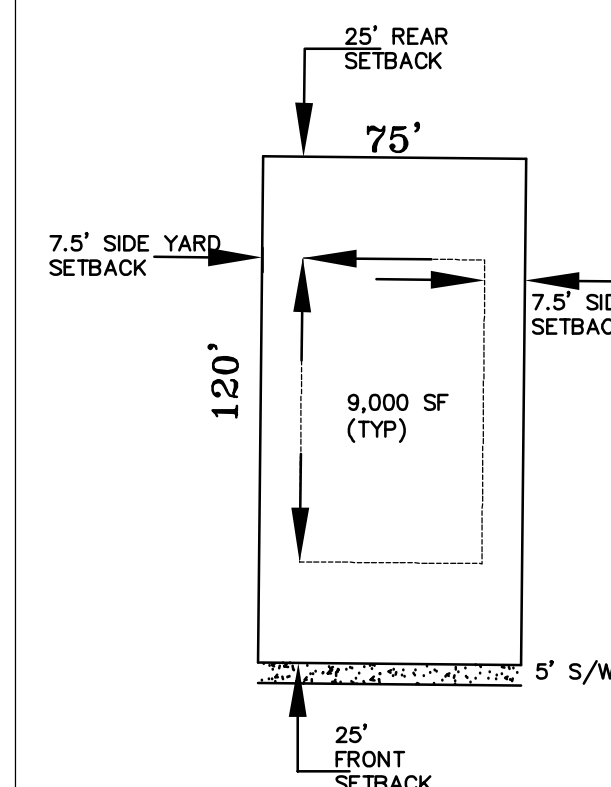
10' UTILITY ESMT

ZONING: A-1  
FLU: LDR

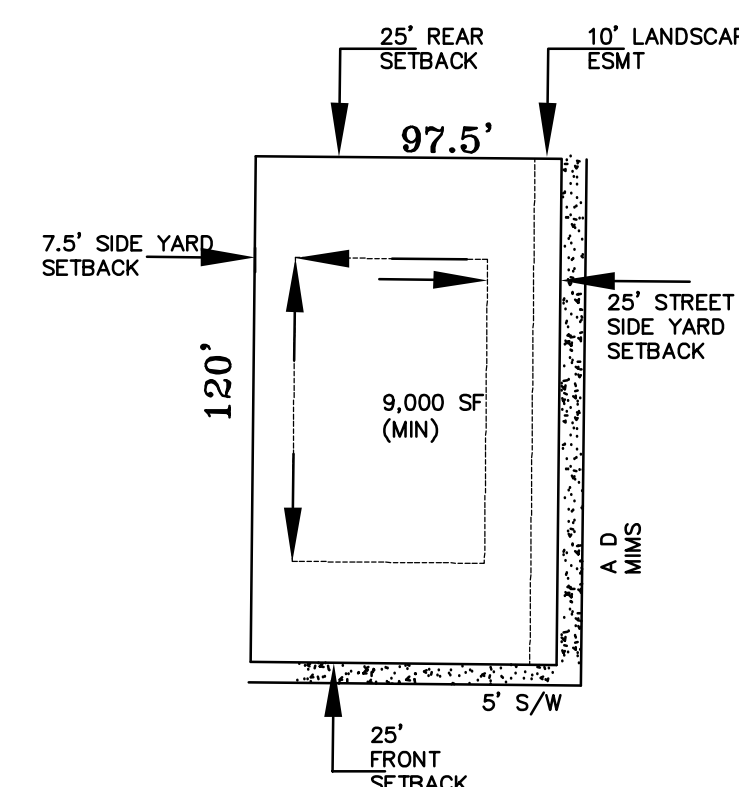
ZONING: A-1  
FLU: LDR

ZONING: A-1  
FLU: LDR

### TYPICAL LOT PLAN



### TYPICAL CORNER LOT



## TYPICAL ROW SECTION

NTS





1614 White Dove Drive  
Winter Springs, Florida 32708  
Tel: (407) 405-7819

KIM@CYCORPENGINEERS.COM

HOWARD  
MEADOWS  
PSP

CITY OF OCOEE

[illegible]PGU  
PLAN

Date:

APRIL 2023

Scale:

30 SCALE

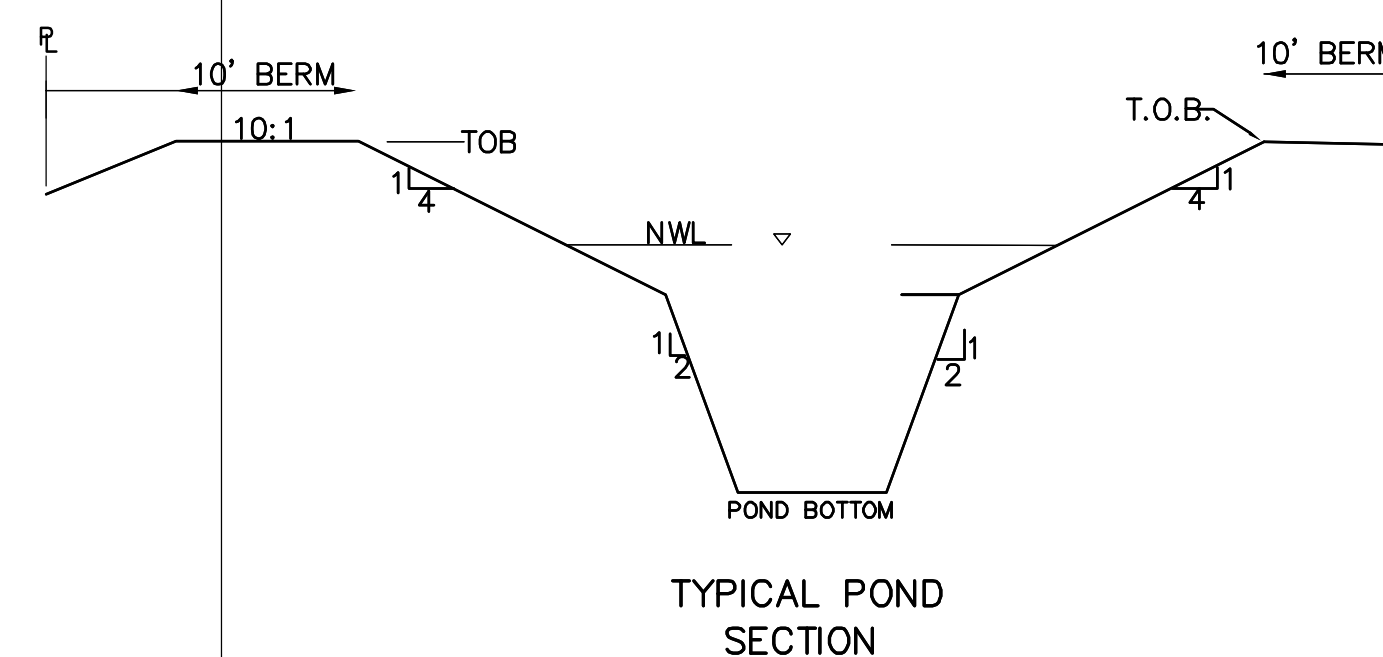
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## FIRE NOTES

1. FIRE FLOW TESTING SHALL BE PERFORMED IN ACCORDANCE WITH NFPA 291. RECOMMENDED PRACTICE FOR FIRE FLOW TESTING AND MARKING OF HYDRANTS (NFPA 1, 18.1). A FIRE FLOW TEST RESULT FROM THE NEAREST EXISTING HYDRANT THAT HAS BEEN WITNESSED BY A UTILITIES INSPECTOR WILL NEED TO BE PROVIDED; DOCUMENTATION FOR FIRE FLOW TESTING SHALL INCLUDE A FIRE FLOW TEST REPORT AND A HYDRAULIC GRAPH.
2. THE MINIMUM FIRE FLOW AND FLOW DURATION REQUIREMENTS FOR ONE AND TWO FAMILY DWELLINGS HAVING A FIRE FLOW AREA THAT DOES NOT EXCEED 5000 SF SHALL BE 1,000 GPM (SECTION 18.4.5, NFPA 1, 2018 EDITION)
3. FIRE HYDRANT LOCATIONS AND DISTRIBUTION SHALL FOLLOW NFPA 1, APPENDIX I.
4. FIRE HYDRANT LOCATIONS SHALL BE IDENTIFIED BY A BLUE REFLECTIVE PAVEMENT MARKER THAT IS PLACED 6" IN THE ROADWAY IN ACCORDANCE WITH NFPA 1, CHAPTER 18.5.7.
5. FIRE LANES SHALL BE MARKED WITH 12" X 18" FREESTANDING SIGNS WITH A WHITE BACKGROUND AND RED LETTERS. WORDING SHALL READ 'NO PARKIN FIRE LANE BY ORDER OF THE FIRE DEPARTMENT'. SIGN SHALL BE WITHIN SIGHT OF TRAFFIC FLOW AND BE SPACED NO GREATER THAN 60' APART.
6. FIRE DEPARTMENT ACCESS ROADS PROVIDED AT THE START OF A PROJECT AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION (NFPA 1, 16.1.4)
7. A WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ACCUMULATES. THIS APPLIES TO BOTH COMMERCIAL AND RESIDENTIAL DEVELOPMENTS. (NFPA 1, 16.4.3.1)
8. WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO CONSTRUCTION WORK.
9. FIRE DEPT ACCESS RD SHALL HAVE AN UNOBSTRUCTED WIDTH OF NOT LESS THAN 20'
10. FIRE DEPARTMENT ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF 39 TONS FOR THE FIRE APPARATUS AND SHALL BE PROVIDED WITH AN ALL-WEATHER DRIVING SURFACE.
11. A 36" CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS AND A CLEAR SPACE OF NOT LESS THAN 60" SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION HAVE A DIAMETER GREATER THAN 2.5". (NFPA 1, 18.5.7)
12. ELECTRICALLY OPERATED GATES ARE REQUIRED TO PROVIDE SIREN ACTIVATED OPERATED SENSING DEVICE (SOS SYSTEM) AND DUAL KEY SWITCH KNOW-BOX

| USE   | UNITS | GPD/UNIT | TOTAL     | PHF      |
|-------|-------|----------|-----------|----------|
| WATER | 6     | 350 GPD  | 2,100 GPD | 5.83 GPM |
|       |       |          |           |          |

UTILITY DEMANDS FOR RESIDENTIAL  
CITY OF OCOEE WILL SUPPLY WATER AND SEWER

## UTILITY NOTES

1. ALL IMPROVEMENTS TO BE DEDICATED AND/OR MAINTAINED BY THE CITY SHALL BE IN CONFORMANCE WITH THE CURRENT CITY OF COCOE ENGINEERING STANDARDS MANUAL, DETAILS LIST AND THE U.S. FINAL PLAN APPROVAL DOES NOT PROVIDE EXEMPTION FROM THESE REQUIREMENTS.
2. ANY DEVIATION FROM THE CITY OF COCOE ENGINEERING STANDARDS MUST BE REQUESTED AND APPROVED IN WRITING PRIOR TO CONSTRUCTION.
3. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF COCOE AND FDEP STANDARDS SHALL BE FOLLOWED FOR ALL PUBLIC UTILITIES.
4. THE ENGINEER SHALL PROVIDE A LETTER STATING THE CITY OF COCOE ENGINEERING STANDARDS, APPROVED MATERIALS LIST, AND DETAILS HAVE BEEN REVIEWED AND NO DEVIATIONS FROM THE CITY'S STANDARDS ARE REQUESTED.
5. PLEASE COORDINATE WITH TJ TOMLINSON OF THE UTILITIES DEPARTMENT BY CALLING 407-905-3159 OR EMAILING TJTOMLINSON@COCOE.ORG FOR CURRENT UTILITY DETAILS.
6. CONTRACTOR SHALL REFER TO THE CITY OF COCOE ENGINEERING STANDARDS MANUAL, AND DEVELOPMENT CODE, APPROVED MATERIALS LIST, AND CITY DETAILS. THE MOST STRINGENT STANDARD BETWEEN THE CITY OF COCOE STANDARDS AND STANDARDS SET FORTH IN THESE NOTES SHALL BE FOLLOWED.
7. AS BUILTS NEED TO BE SUBMITTED TO THE CITY SIGNED AND SEALED IN ACCORDANCE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARDS MANUAL IN THE FOLLING FORMATS:
  1. ONE PDF COPY
  2. ONE CAD COPY DRAWN IN STATE PLAN COORDINATES
8. NO TREES OR BUSHES SHALL BE PLACED ON TOP OF OR IN CLOSE PROXIMITY TO PUBLIC UTILITIES THAT WILL IMPACT UTILITIES AT MATURITY.

## SITE LEGEND

- |                                                                                       |                            |
|---------------------------------------------------------------------------------------|----------------------------|
|  | PROPOSED DRAINAGE INLET    |
|  | PROPOSED CURB              |
|  | SITE BOUNDARY LINE         |
|  | EXISTING EDGE OF PAVEMENT  |
|  | DRAINAGE PIPE              |
|  | PROPOSED EASEMENT          |
|  | SANITARY MAIN              |
|  | WATER MAIN                 |
|  | RECLAIM WATER              |
|  | SANITARY MANHOLE           |
|  | PROPOSED CONCRETE PAVEMENT |
| TYP                                                                                   | TYPICAL                    |
| S/W                                                                                   | SIDEWALK                   |
| R5'                                                                                   | 5' RADIUS                  |
| LF                                                                                    | LINEAR FEET                |
| SF                                                                                    | SQUARE FEET                |
|  | WATER METER                |
|  | RECLAIM WATER SERVICE      |
|  | DOUBLE SANITARY SERVICE    |
|  | DRAINAGE MES               |
|  | FIRE HYDRANT               |

**SURVEYORS NOTES:**

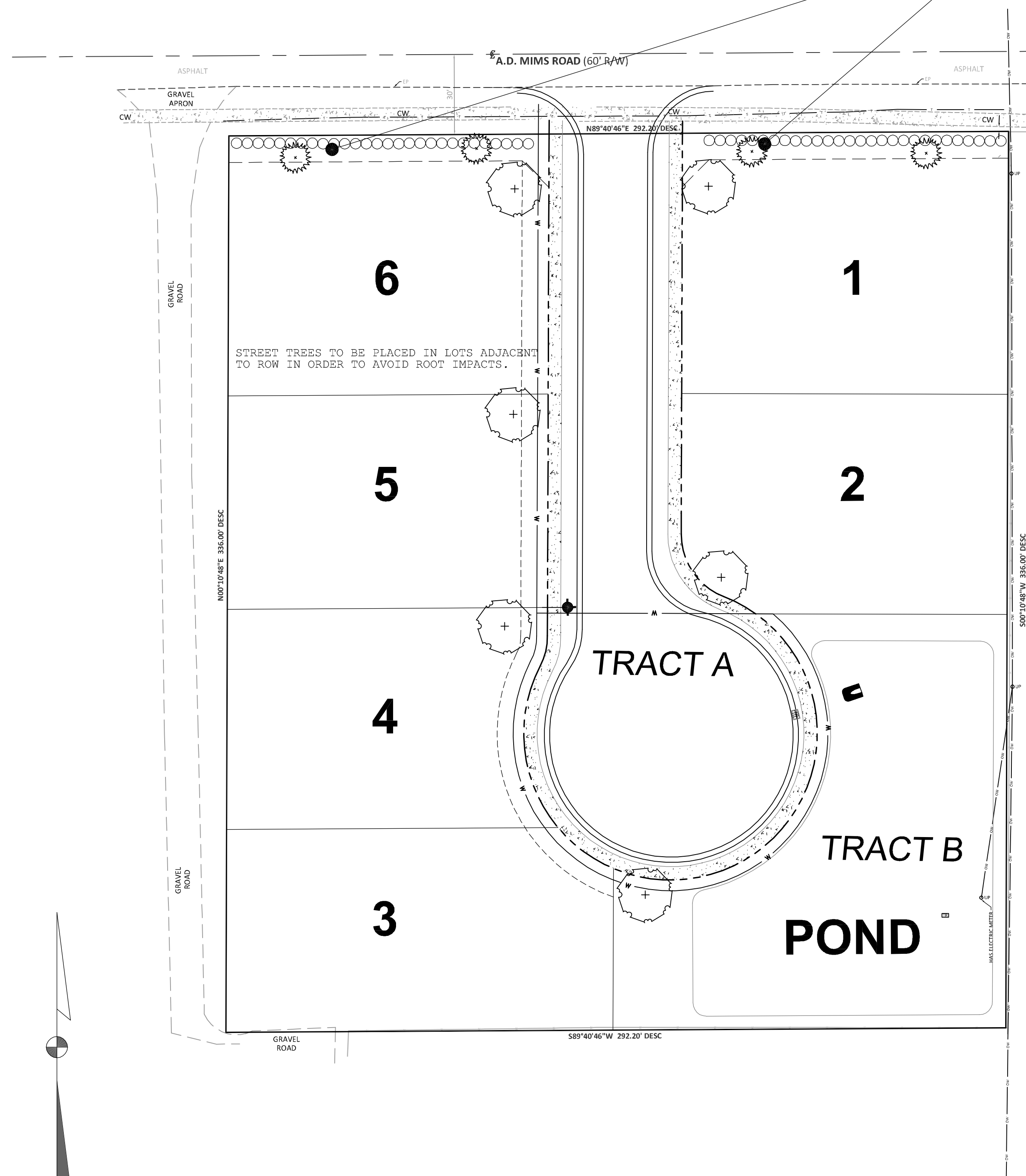


ONE (1) LOT TREE WILL BE REQUIRED IN THE REAR OF EACH YARD. TREE SELECTION TO BE MADE BY HOMEOWNER AND REQUIRED AT TIME OF BUILDING PERMITTING

TREES SHALL BE BASED ON DBH MEASURED AT 54" ABOVE SURFACE  
ALL TREES TO BE FLORIDA GRADE #1 OR BETTER

| PLANT LIST                                                                          |              | SPECIFICATIONS |                                |                      | REMARKS                      |                       |
|-------------------------------------------------------------------------------------|--------------|----------------|--------------------------------|----------------------|------------------------------|-----------------------|
| KEY                                                                                 | TOTAL        | BOTANICAL NAME | COMMON NAME                    | SIZE, HEIGHT, WIDTH  | REMARKS                      |                       |
|  | LI           | 4              | LAGERSTROEMIA INDICA           | CREPE MYRTLE         | 3" CAL. 10' HL               | MULTI TRUNK           |
|  | QV           | 6              | QUERCUS VIRGINIANA "HIGH RISE" | LIVE OAK "HIGH RISE" | 8" HT 2" CAL MIN 3" CAL AVG  | SINGLE STRAIGHT TRUNK |
|  | MYFR         | 40             | MYRSINANTHES FRAGRANS          | SIMPSON'S STOPPER    | 30" O.C. 30" HT X 24" SPREAD | 7 GAL                 |
|                                                                                     | GROUND COVER |                |                                |                      |                              |                       |
|                                                                                     | SOD          | AS REQ         | BAHIA HYBRID                   |                      |                              | QTY BY CONTRACTOR     |

NO TREES OR BUSHES SHALL BE PLACED ON TOP OF OR IN CLOSE PROXIMITY TO PUBLIC UTILITIES THAT WILL IMPACT UTILITIES AT MATURITY.  
TREE ROOT GUARD/BARRIER TO BE INSALLED FOR TREES LOCATED WITHIN 10' OF PULBIC SIDEWALKS AND UTILITIES



 PROPOSED DRAINAGE INLET  
 PROPOSED CURB  
 SITE BOUNDARY LINE  
 EXISTING EDGE OF PAVEMENT  
 DRAINAGE PIPE  
 PROPOSED EASEMENT  
 SANITARY MAIN  
 WATER MAIN  
 RECLAIM WATER

| SANITARY MANHOLE                                                                      |                            |
|---------------------------------------------------------------------------------------|----------------------------|
|  | PROPOSED CONCRETE PAVEMENT |
| TYP                                                                                   | TYPICAL                    |
| S/W                                                                                   | SIDEWALK                   |
| R5'                                                                                   | 5' RADIUS                  |
| LF                                                                                    | LINEAR FEET                |
| SF                                                                                    | SQUARE FEET                |
|  | WATER METER                |
|  | RECLAIM WATER SERVICE      |
|  | DOUBLE SANITARY SERVICE    |
|  | DRAINAGE MES               |
|  | FIRE HYDRANT               |



KIM@CYCORPENGINEERS.COM

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CITY OF OCOEE

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# LANDSCAPING PLAN

Date: APRIL 2023

Scale:  
30 SCALE

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BY A REGISTERED ENGINEER

Sheet Number:



Meeting Date: September 19, 2023  
Item #: 15

Contact Name: Michael Rumer  
Contact Number: Ext. 1018

Department Director: Michael Rumer  
City Manager: Robert Frank

**Subject: Discussion on Road Closures in the Downtown for Special Events Due to Downtown Infrastructure Work. (Development Services Director Rumer)**

**Background Summary:**

The City is starting two (2) Downtown infrastructure projects that will result in the closure of i) Floral St. from Bluford Ave to the railroad tracks on the west side, ii) Cumberland Ave from Floral St. to approximately 200 feet south of McKey Street, and iii) Oakland Ave. between Bluford Ave and Taylor Street from October 2023 and end in June of 2024. The Floral St. and Cumberland Ave construction will consist of installing a new sewer main and the Oakland Ave work is to install a new road and all utility infrastructure. These two projects will leave McKey Street as the only east/west connection to the business in the center of downtown. Therefore, Staff is requesting that the City not permit any non-City-sponsored special events in the Downtown that require road closures during the October 2023 - June 2024 construction period.

**Issue:**

Should the Honorable Mayor and City Commissioners approve a temporary hold on Non-City Sponsored Special Event Permits requiring street closures in the Downtown due to two (2) Downtown Infrastructure Projects?

**Recommendations:**

Staff recommends the Honorable Mayor and City Commissioners approve a temporary hold on Non-City Sponsored Special Event Permits requiring street closures in the Downtown due to two (2) Downtown Infrastructure Projects.

**Attachments:**

1. Downtown Project Location Map

**Financial Impacts:**

None

**Type of Item:** Regular



