



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

October 17, 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 Week of the Family Proclamation

2023 Fire Prevention Month Proclamation

• STAFF REPORTS AND AGENDA REVIEW

• PUBLIC COMMENTS

• CONSENT AGENDA

Matters listed under the consent agenda are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items unless discussion is desired by a member of the commission, 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 October 3, 2023. **(City Clerk Sibbitt)**
2. Approval of 2024 Orange County Supervisor of Elections Vote Processing Equipment Use Agreement and Elections Services Contract for Municipal Elections. **(City Clerk Sibbitt)**
3. Assignment of Purchase and Sale Agreement for the Chevron Property to Montierre Development, PLLC. **(Assistant City Manager Shadrix)**
4. Authorization to Transmit and Execute, subject to *de minimis* changes, a Brownfield Site Rehabilitation Agreement (BSRA) between Chevron, the City of Ocoee, Montierre Development PLLC, and the Florida Department of Environmental Protection (FDEP), with Montierre named as the Responsible Party. **(Assistant City Manager Shadrix)**
5. Approval of Utility Use and Indemnification Agreements for Ocoee Village Center PUD. **(Development Services Director Rumer)**
6. Approval of Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Escrow Agreement for Ocoee Village Center, Phase 1 Off-Site. **(Development Engineer Keaton)**
7. Approval for Fire Department to Piggyback NAFECO Contract # 22 -7301 with Lake County. **(Deputy Fire Chief Van Camp)**

8. Approval to Accept the Florida Firefighter Cancer Decontamination Equipment Grant for the Purchase of Structural Firefighting Gloves. **(Deputy Fire Chief Van Camp)**
9. Approval of Educational Affiliation Agreement with Valencia College (Citywide). **(Deputy Fire Chief Van Camp)**
10. Approval for Declaration of Surplus and Disposal of Assets from FY22/23 Annual Inventory. **(Finance Director Roberts)**
11. Approval to Award RFQ #23-008 Continuing Contract for Transportation Planning Consulting Services. **(Procurement Manager Tolbert)**
12. Approval to Award Request for Qualifications (RFQ) #23-010 Professional Planning Services for the City of Ocoee's Land Development Code Update. **(Procurement Manager Tolbert)**
13. Approval of Lighthouse Real Estate Consultants Mediated Settlement Agreement. **(Public Works Director Krug)**
14. Approval of 2023-2024 Budget Vehicle and Equipment Purchases. **(Public Works Director Krug)**
15. Approval of Foreclosure Registration Services Agreement. **(Support Services Director Gaines)**

• **FIRST READING OF ORDINANCE**

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

16. Second Reading of Ordinance for The Backyard Annexation & Rezoning from County A-1 to City C-2 - AX-07-28-06 & RZ-23-07-06. **(Zoning Manager Whitfield)**
17. Second Reading of Ordinance for FY 2024 Budget Amendment. **(Finance Director Roberts)**
18. Second Reading of Ordinance Approving of Proposed Amendments to the City Charter to be Placed on the 2024 General Election Ballot. **(City Attorney Geller)**

• **PUBLIC HEARING**

• **REGULAR AGENDA**

• **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.



**WEEK OF THE
FAMILY**
ORANGE COUNTY FLORIDA



PROCLAMATION

- WHEREAS,** The City of Ocoee is blessed with a multitude of families – an essential part of the cultural, social and spiritual fabric of our community; and
- WHEREAS,** The City of Ocoee Commission recognizes that strong families are at the center of communities, that children live better lives when their families are strong, and that families are strong when they live in communities that connect them to economic opportunities, social networks, and services; and
- WHEREAS,** The theme for this year's Week of the Family is: Why Families; and
- WHEREAS,** We hope you will consider every day how you can be present with your family – your parents, siblings and children, if you have them; and
- WHEREAS,** During the week of November 4th through November 11th 2023, City of Ocoee residents should take the time to honor the importance of families and recommit to enhancing and extending the special connections that support and strengthen them.

Now, Therefore, the City Commission of the City of Ocoee, does hereby declare the week of November 4-11, 2023, as

Week of the Family

in Ocoee, and urge all citizens to share in the many festivities prepared for this occasion.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 17th day October 2023.

Rusty Johnson, Mayor



Proclamation

WHEREAS, the City of Ocoee is committed to ensuring the safety and security of all those living in and visiting our state; and

WHEREAS, Fire is a serious public safety concern both locally and nationally, and homes are the locations here people are at greatest risk from fire; and

WHEREAS, Home fires killed more than 2,800 people in the United States in 2021, according to the National Fire Protection Association*(NFPA*), and fire departments in the United States responded to 338,000 home fires; and

WHEREAS, Cooking is the leading cause of home fires in the United States and fire departments responded to more than 166,400 annually between 2016 and 2020; and

WHEREAS, Two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, More than half of reported non-fatal home cooking fire injuries occurred when the victim tried to fight the fire themselves; and

WHEREAS, Children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

WHEREAS, Residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Working smoke alarms cut the risk of dying in reported homes fires almost in half; and

WHEREAS, the City of Ocoee's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the City of Ocoee's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, as October is fire prevention month, we find it appropriate to recognize all that Ocoee Fire Department does to protect our community both now and throughout its illustrious history in the City of Ocoee; and

WHEREAS, the 2023 Fire Prevention Month theme, "Cooking safety starts with YOU. Pay attention to fire prevention" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW, THEREFORE, I, Rusty Johnson, Mayor of the City of Ocoee, do hereby proclaim October 2023 as

Fire Prevention Month

throughout this city and I urge all the people of the City of Ocoee to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Month 2023, and join me in thanking our fire fighters, staff, past and present, for their service and dedication to our community. Their tremendous skill, bravery and compassion in difficult circumstances does not go unnoticed, and we appreciate all they do to keep our community safe.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Ocoee, Florida, this 17th day of October, 2023.

Rusty Johnson



OCOEE CITY COMMISSION

Ocoee Commission
Chambers 1 N. Bluford
Avenue
Ocoee, Florida

October 3, 2023

MINUTES

6:15 PM

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. A moment of silence was observed as a tribute, to the late Jean Grafton, who faithfully served as City Clerk for more than thirty years. The invocation was led by **Commissioner Hart**, followed by the Pledge of Allegiance to the Flag led by **Commissioner Kennedy**. **Recording Clerk Landry** called the roll and declared a quorum present.

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

Also Present: City Manager Frank, City Attorney Geller, Recording Clerk Landry

• PRESENTATIONS AND PROCLAMATIONS - None

• STAFF REPORTS AND AGENDA REVIEW - None

• PUBLIC COMMENTS 6:17 PM

The following persons addressed the City Commission:

- **Larry Johnson**, *Ocoee Resident*, expressed concerns about the lift station located at the corner of Security Circle & Lakewood Ave. **City Manager Frank** addressed his concerns and offered to follow up on the matter.
- **Jim Moyer**, *Ocoee Resident*, shared his enthusiasm about being appointed Chair to the Human Relations Diversity Board (HRDB). He then gave a brief overview of the board's historical background and shared the Board's mission statement.
- **Shaunte Jemison**, *President & CEO of Re-Imagine Communities*, presented a flyer highlighting their program to promote student literacy by encouraging adults to participate in reading to children regularly.

• CONSENT AGENDA 6:25 PM

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Item #1-9 with Items #3 and #9 being pulled for discussion and separate consideration.

Moved by Commissioner Wilsen, seconded by Commissioner Hart; Motion carried 5-0.

1. Approval of Minutes from the Tentative Budget Hearing held September 13, 2023, Regular City Commission Meeting held September 19, 2023, and Final Budget Hearing held September 20, 2023. **(City Clerk Sibbitt)**

2. Approval of New Appointment to the General Employees' Pension Board of Trustees. **(City Clerk Sibbitt)**
3. Approval of Resolution Relating to City Commission Non-Local Travel Reimbursement Policy. **(City Manager Frank)**

Commissioner Hart voiced his stance and elaborated on his support for reimbursing non-local travel expenses for spouses. **Commissioner Wilsen** conveyed her viewpoint and explained that she does not believe taxpayers should bear the cost of spouse travel.

Motion: Move to adopt the Consent Agenda Item #3. Moved by Commissioner Kennedy, seconded by Commissioner Firstner; Motion carried 4-1 with Commissioner Wilsen opposing.

4. Approval of Road Closure for the Crossing Guard's Christmas Party - Sleepy Harbour Drive. **(Development Services Director Rumer)**
5. Approval of Ocoee Village Center Non-Substantial Amendment to PUD. **(Development Services Director Rumer)**
6. Approval of Grant Funding for the Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program. **(Police Chief Plasencia)**
7. Approval of Change Order No. 3 for Contract ITB #21-008 Downtown Master Stormwater Pond & Park. **(Public Works Director Krug)**
8. Approval to Surplus and Replace Stand-by Generator for Ocoee Police Station. **(Public Works Director Krug)**
9. Approval of Magnolia Reserve Townhome Large Scale Final Subdivision Plan (LS-2022-016). **(Zoning Manager Whitfield) Caroline spoke on behalf of the applicant.**

Motion: Move for denial of Consent Agenda Item # 9. Moved by Commission Kennedy. After discussion, motion withdrawn.

Carolyn Haslam, Ackerman LLP, expressed gratitude to the staff for their diligent work with her client since the last meeting. Shared details of the standard review process and conveyed her client's legal position, emphasizing that they meet all the necessary requirements while alluding to potential repercussions should the plan not receive approval.

Commissioner Kennedy raised questions regarding the Staff comments, pointing out some inconsistencies. **Carolyn Haslam** responded to his inquiries. **Development Services Director Rumer** provided a more in-depth response concerning the Staff comments in question.

Commissioner Kennedy read a section of the Staff Report and voiced his disagreement, underlining the fact that numerous community members have expressed opposition to this development. Furthermore, he called for a change in the process, specifically

requesting staff's recommendations on improving community involvement, notice distribution, and community engagement moving forward. **Development Services Director Rumer** clarified the current process for noticing projects and provided a full background for the comments that were read.

Mayor Johnson turned to the City Attorney for legal direction. **City Attorney Geller** addressed his concern and explained that legal action could be forthcoming should the Commission deny this development as all legal requirements have been satisfied.

Following the guidance provided by the City Attorney, Commissioner Kennedy withdrew his motion.

Mayor Johnson opened the floor for public comments, as no speaker forms were received he brought it back to the dais.

Mayor Johnson expressed understanding for those who opposed the new development and urged the developer to collaborate with the neighboring community to address any concerns. Additionally, he emphasized the City's legal obligations in this matter.

Motion: Move to adopt Consent Agenda Item #9. Moved by Commissioner Firstner, seconded by Commissioner Hart; Motion carried 4-1 with Commissioner Kennedy opposing.

• **FIRST READING OF ORDINANCE 6:43 PM**

10. First Reading of Ordinance for The Backyard Annexation & Rezoning from County A-1 to City C-2 - AX-07-28-06 & RZ-23-07-06. (**Zoning Manager Whitfield**)

City Attorney Geller read the title of the ordinances, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on October 17, 2023, at 6:15 PM or soon thereafter.

11. First Reading of Ordinance for FY 2024 Budget Amendment. (**Finance Director Roberts**)

City Attorney Geller read the title of the ordinances, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on October 17, 2023, at 6:15 PM or soon thereafter.

12. First Reading of Ordinance Approving of Proposed Amendments to the City Charter to be Placed on the 2024 General Election Ballot. (**City Attorney Geller**)

City Attorney Geller read the title of the ordinances, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on October 17, 2023, at 6:15 PM or soon thereafter

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

• **PUBLIC HEARING 6:50 PM**

13. 2493 Sweet Oaks Street - Crawford Variance - VR-23-02. (Zoning Manager Whitfield)

Zoning Manager Whitfield provided a brief overview of the requested variance for improvements on the subject property located at 2493 Sweet Oak Street, zoned R-1A (Single Family Dwelling District). She explained that according to Section 5-14A and Table 5-2 (Minimum Zoning Descriptions on Permitted Uses) in Article V of the Land Development Code, the maximum allowable impervious surface area (ISA) for residential lots is 50% of the lot area. Furthermore, the applicant's request involves a 19.8% variance from Table 5-2 to exceed the ISA limit by 9.9%, resulting in a total ISA of 59.9%. This variance is sought to facilitate the construction of a pergola with a paver patio at the rear of the house and the installation of sidewalks and other impervious materials along the north side yard and rear of the house.

The public hearing was opened.

The following person(s) addressed the City Commission:

Amanda Crawford, Applicant, 2493 Sweet Oak Street, Ocoee introduced herself and offered an overview of the issues raised from her perspective. She then proposed a new idea of using permeable pavers to contain the stormwater on her property.

Mayor Johnson asked whether the permeable pavers would address the issue. **Zoning Manager Whitfield** indicated that they would not. **Development Services Director Rumer** then provided a more detailed explanation for why the permeable pavers would not resolve the concern.

Commissioner Kennedy pointed out that on multiple occasions, applicants have introduced new ideas or changes to their variance requests during the meeting. He clarified that the variance being considered is the original plan presented in the Staff Report, and encouraged the applicant to formally submit any changes and collaborate with staff to find an acceptable solution. **Commissioner Wilsen** expressed the same sentiments and complimented the efforts made by the homeowner, conveying that she hopes a solution can be found that aligns with code requirements. **Commissioner Kennedy** inquired about keeping the pergola. **Zoning Manager Whitfield** addressed his inquiry. **Commissioner Firstner** praised the applicant for the beautiful home and encouraged her to keep working with the staff to find a solution.

Commissioner Hart suggested reaching out to Homeowners' Associations (HOAs) within the City to raise awareness about permitting requirements.

The public hearing was closed.

Motion: Move for denial of the 2493 Sweet Oaks Street - Crawford Variance Request, based on factual interpretation of the code requirements, as presented by staff, and public testimony related; Moved by Commissioner Wilsen, Seconded by Commissioner Firstner; Motion carried unanimously.

• **REGULAR AGENDA 7:10 PM**

14. Authorization to proceed with a Request for Letters of Interest (RLI) for a Master Downtown Developer. **(Development Services Director Rumer)**

Assistant City Manager Shadrix provided a brief history and sought the Commission's approval to proceed with the process of soliciting letters of interest from downtown developers to design a space that aligns with the City's downtown revitalization goals. **Mayor Johnson** inquired about the selection process. **Assistant City Manager Shadrix** outlined the various phases.

A brief discussion ensued.

Motion: Move to authorize staff to utilize a two-step process for securing a Master Downtown Developer; Moved by Commissioner Kennedy, seconded by Commissioner Hart; Motion carried 5-0.

COMMENTS FROM COMMISSIONERS 7:15 PM

Commissioner Hart – Commented on the following:

- 1) Announced World Teacher Appreciation Day and encouraged citizens to take a moment to recognize and express gratitude to all educators for their tireless efforts and commitment.
- 2) Reminded the community that October is National Hispanic Heritage Month, and noted their vibrant culture and the numerous contributions they bring to our City.
- 3) Highlighted the significance of October being Breast Cancer Awareness month, shared a personal experience, and urged everyone to stand together in the ongoing battle against this devastating disease.
- 4) Thanked the community for the opportunity to serve.
- 5) Expressed gratitude to the Police for their service and dedication in protecting the community, and encouraging residents to attend the National Night Out Event this evening.

Commissioner Firstner – Commented on the following:

- 1) Expressed condolences for the loss of Mattie Jean Grafton, shared personal anecdotes, and conveyed appreciation for the significant impact she had on the community.
- 2) Announced the date, time, and location for the Unity Park Grand opening.
- 3) Reiterated feelings about Breast Cancer Awareness, shared a personal experience of losing his mother to breast cancer, and encouraged everyone to actively support the fight against the disease by donating to research to help eradicate this terrible disease.

Commissioner Wilsen – Commented on the following:

- 1) Expressed a heartfelt condolence on the passing of Jean Grafton.
- 2) Encouraged citizens to participate in the National Night Out Event hosted by the Ocoee Police Department.

- 3) Noted the various volunteer boards and urged interested individuals to reach out to the City for further information and involvement opportunities.
- 4) Announced the return of Family Movie Night and provide the date, time, and location.

Commissioner Kennedy – Commented on the following:

- 1) Shared that he is the Commission Liaison to the Citizens Advisory Council for Ocoee Police Department (CACOPD) and expressed his intention to attend the National Night Out Event after the meeting to thank the volunteers for their participation.
- 2) Explained that the City organizes a yearly Volunteer Appreciation Dinner to honor volunteer board members and urged them to participate, emphasizing the City's appreciation for their commitment to serving the community.
- 3) Recalled Mr. Moyer's comments and agreed that the City needs to ensure that each board's Mission Statement is being fulfilled.
- 4) Shared a significant and personal upcoming event, his wedding anniversary, and expressed gratitude to his wife for her unwavering support.

Mayor Johnson – Commented on the following:

- 1) Expressed condolences upon the passing of Mattie Jean Grafton, shared personal stories, and expressed gratitude for the substantial influence she had on the community. He provided the memorial service date, time, and location.
- 2) Discussed a grievance he had received regarding school traffic, elaborating on the issues caused by the student car rider line that stretches from Lafayette Street onto Bluford Ave, resulting in traffic congestion. **City Manager Frank** addressed his concern.
- 3) Asked for a status update on the downtown traffic sign. **City Manager Frank** addressed his inquiry and confirmed that it had been ordered.
- 4) Inquired about the current status of the traffic light installation at the intersection of Ingram Road & Clarcona-Ocoee Road. **City Manager Frank** offered to provide an update by email.
- 5) Shared that the Clarke Rd widening project has commenced.
- 6) Inquired about the trees out front.
- 7) Announced the next City Commission meeting is scheduled for October 17, 2023.

•ADJOURNMENT 7:31 PM

APPROVED:

Attest:

City of Ocoee

Amber Landry, Recording Clerk

Rusty Johnson, Mayor



Meeting Date: October 17, 2023
Item #: 2

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Approval of 2024 Orange County Supervisor of Elections Vote Processing Equipment Use Agreement and Elections Services Contract for Municipal Elections. (City Clerk Sibbitt)

Background Summary:

The Supervisor of Elections Office submitted a contract for the March 19, 2024, General Election. The 2024 Vote Processing Equipment and Elections Services Contract for Municipal Elections is attached for your consideration.

As adopted by Ordinance 2023-12, City staff approved allowing the Supervisor of Elections to conduct the General Election and designated the Orange County Canvassing Board as the City Canvassing Board for that election. City staff requests the Supervisor of Elections to open and run all vote-by-mail ballots through the tabulator on the General Election Day and Run-off Election Day (March 19th and April 16th after 9:00 a.m.) that are not questionable. This will save the Canvassing Board a lot of time as that portion will be completed upon their arrival. The Canvassing Board will then only need to accept or reject any vote-by-mail ballots that have issues with them (no signature, signatures do not match, etc.) using the Orange County Canvassing Board Criteria.

Issue:

Should the Honorable Mayor and City Commissioners approve the 2024 Orange County Supervisor of Elections Vote Processing Equipment Use Agreement and Elections Services Contract for Municipal Elections, and allow the Supervisor of Elections to open and run all vote-by-mail ballots through the tabulator on Election Day that are not questionable?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the 2024 Orange County Supervisor of Elections Vote Processing Equipment Use Agreement and Elections Services Contract for Municipal Elections, and allow the Supervisor of Elections to open and run all vote-by-mail ballots through the tabulator on Election Day that are not questionable.

Attachments:

1. 2024 Orange County Supervisor of Elections Agreement
2. Ordinance

Financial Impacts:

The cost of the General Election will include legal advertisements as the City Commission approved the General Election to coincide with the Presidential Preference Primary covered by the Orange County Supervisor of Elections Office. Should a Run-off Election be needed, that cost is adequately funded in the City Clerk Department's Budget.

Type of Item: Consent



**2024 ORANGE COUNTY SUPERVISOR OF ELECTIONS
VOTE PROCESSING EQUIPMENT
USE AGREEMENT AND ELECTIONS SERVICES CONTRACT
FOR MUNICIPAL ELECTIONS**

This Vote Processing Equipment Use Agreement and Elections Services Contract (hereinafter referred to as the "Agreement") is hereby entered into by and between the **Orange County Supervisor of Elections Office**, (hereinafter referred to as "SOE") and the _____, **Orange County, Florida**, (hereinafter referred to as "MUNICIPALITY").

RECITALS:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Orange County, Florida and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, All vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, The Orange County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for any and all applicable requirements under the Florida Election Code and any provisions of the city charter or municipal ordinances which may not be addressed or included in this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein SOE and MUNICIPALITY agree as follows:

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein.

SECTION 2. Agreement. SOE shall provide to MUNICIPALITY such necessary vote processing equipment and services according to the terms and conditions stated in this Agreement, for the purposes of conducting a General Election to be held on **Tuesday, March 19, 2024**, in conjunction with the Presidential Preference Primary (PPP) and a Run-off Election, if necessary, to be held on Tuesday, **April 16, 2024**, along with the necessary equipment and services to facilitate any early voting sites and polling places as may be necessary and agreed upon by the parties.

SECTION 3. Operation and Programming Services.

****DS300** For a election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars (\$150.00) for the program and maintenance of any DS200 tabulator and Seventy-five Dollars (\$75.00) for each additional identically programmed tabulator. For Early Voting, MUNICIPALITY shall pay SOE Seventy-five Dollars (\$75.00) for the program, maintenance, and operation of each DS200 tabulator that is identically programmed and operated as the Election Day DS200 tabulators.

****ADA Equipment.** For each election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars (\$150.00) for the program and maintenance of any ADA Voting Equipment and Seventy-five Dollars (\$75.00) for each additional identically programmed machine. For Runoff Early Voting, MUNICIPALITY shall pay SOE Seventy-five Dollars (\$75.00) for the program, maintenance and operation of each ADA machine that is identically programmed and operated as the Election Day ADA machines.

****High-Speed Counter** For each election, MUNICIPALITY shall pay SOE Two Hundred Dollars (\$200.00) for the program, maintenance, and operation of any M950 high-speed ballot counting equipment. Such fee shall include up to four (4) hours of processing time, election set-up and coordination, programming of high-speed ballot counting equipment and processing of envelopes through the automatic envelope openers. For each additional hour needed to provide the services described in this paragraph, MUNICIPALITY shall pay SOE Fifty Dollars (\$50.00) per hour.

****ePoll Books** For each election, MUNICIPALITY shall pay SOE Seventy -five Dollars (\$75.00) for database set-up and maintenance of each precinct tablet set-up, which includes 2 epoll Books and 1 Help Desk tablet per precinct. Additional check in tablets will be charged at Seventy-five Dollars (\$75.00) each.

Repairs For any runoff election, all maintenance, repairs, or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any negligent or unauthorized acts by any employee or representative of MUNICIPALITY.

SECTION 4. **Additional Early Voting Services for Off-Site Locations for Non-Ballot-on-Demand Method

Tablets For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE Three Hundred and Seventy-Five Dollars (\$375.00) for the program and operation of two check-in stations. Such service fee includes the downloading or uploading of any necessary data. These charges are per election.

Printers For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE One Hundred and Seventy-Five Dollars (\$175.00) for the programming, configuration, and set-up of any connected printer. These charges are per election.

Delivery For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE Two Hundred Dollars (\$200.00) for the delivery, set-up and/or pick-up of any early voting equipment. These charges are per election.

SECTION 5. **Other Election Charges.

Supplies For each election, MUNICIPALITY shall pay SOE for consumable precinct supplies at a rate of One Hundred Fifty Dollars (\$150.00) for each precinct and each Early Voting site. SOE will arrange pick up of precinct supplies no later than the day after the election. MUNICIPALITY shall also identify and provide a secure place for precinct clerk(s) to return supplies and voted and unvoted ballots on election night.

PAPER PL/PR For each election, MUNICIPALITY shall pay SOE the actual costs incurred to produce, print, and bind Poll Lists/Precinct Registers ("PL/PR"), including any paper or delivery costs. SOE shall have sole discretion in selecting a third-party vendor to perform the requisite printing and binding services.

Communication For each election, MUNICIPALITY shall pay SOE for any actual costs incurred by SOE from a third-party telecommunications provider for the set-up, activation, use and deactivation of any telephone or wireless internet lines which in the SOE's sole discretion are necessitated at any voting site. MUNICIPALITY shall also pay SOE for the cost incurred for paying Poll Workers for use of personal cell phones as needed for Election Day communication. Selection of the third-party telecommunications providers shall be at the preference of SOE.

Indexes For any Street Indexes ordered or required, MUNICIPALITY shall pay SOE nine Dollars (\$9.00) as a set-up fee plus twenty-five Cents (\$.25) for each printed page.

Vote by Mail ballots For each election, MUNICIPALITY shall pay SOE One Dollar and Seventy-five Cents (\$1.75) for each Vote by Mail ballot request processed plus actual postage costs. MUNICIPALITY shall also pay SOE ten Cents (\$.10) for each Vote by Mail ballot signature verified. MUNICIPALITY may choose to pay return postage for Vote by Mail ballots at the actual cost incurred.

Early Voting MUNICIPALITY shall reimburse SOE for any overtime hours by SOE staff due to weekend hours for Early Voting locations including any hours accrued by SOE staff at the offices of SOE. SOE may elect to evenly apportion the costs for early voting overtime hours among various municipalities, if appropriate, but in no event shall SOE be obligated to apportion such costs. SOE shall insure that experienced SOE personnel staff each Early Voting site, in accordance with Florida law.

Notices For each election, MUNICIPALITY shall pay SOE twenty-five cents (\$.25) for each Notice of Election that is mailed to each eligible voter plus actual postage costs.

Fee Schedule For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the latest Municipal Fee Schedule as distributed to MUNICIPALITY. MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained therein are subject to change.

Other For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

SECTION 6. Term. For each election, the terms of this Agreement begins on the Effective Date and concludes when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in complying with court orders and providing any public records which the SOE maintains or otherwise controls.

SECTION 7. **Applicable Requirements of Florida's Election Code. MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY. To the extent that the SOE is contractually assisting the MUNICIPALITY per this agreement, SOE shall maintain compliance with each of the statutes, codes, municipal charter provisions, and ordinances referenced

above. MUNICIPALITY and SOE agree that the terms of this contract may require modification to allow compliance with any new legislation or rules promulgated by the Division of Elections as a result of any new enactments by the Florida Legislature pertaining to the Florida Election Code.

SECTION 8. Notice and Advertisement of Elections. MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter & city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Orange County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. MUNICIPALITY will be responsible for any candidate qualifying advertisement. SOE will be responsible for all ads related to the Canvassing Board. SOE shall, if available, provide samples of required advertising upon request.

******Notice and Advertisement of Elections for Runoff. MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter & city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Orange County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

SECTION 9. Qualifying of Candidates. MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of the qualifying process, MUNICIPALITY shall pay to SOE ten (10) cents per name checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions submitted by MUNICIPALITY.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications or eligibility of any candidate for municipal office.

SECTION 10. ******Printing of Ballots and Ballot Services. MUNICIPALITY shall place an order for a sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall provide prompt payment to the third-party printer for the cost of any printed ballots or election materials. MUNICIPALITY shall also pay SOE a per ballot fee for each Vote by Mail and Early Voting ballot printed.

MUNICIPALITY shall furnish, immediately upon the conclusion of the

qualifying period, all ballot information in English and Spanish including the name the names of the candidates as they are to appear on the ballot; the name of the Municipality; the name of the election; the title of office and/or referendum title; explanation; and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. MUNICIPALITY will place ballot order with printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to Early Voting locations or to poll clerks. SOE shall also control and limit all access to unvoted ballots while in the possession of SOE.

SECTION 11. Poll Workers. SOE will select poll workers from a group of experienced poll workers. SOE will assign back-up poll workers to be available on Election morning. SOE shall provide MUNICIPALITY with a list of poll workers and Adopt-A-Precinct organizations and will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Orange County. Clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions, at minimum the Poll Clerk training. SOE shall distribute all necessary supplies and ballots at poll worker training sessions.

SOE will select and train early voting staff. SOE will pay early voting staff directly for their services.

SECTION 12. **Selection of Polling Places and Early Voting Sites. SOE shall approve any Polling Place(s) and Early Voting site(s) intended for use as a voting location. SOE shall provide MUNICIPALITY with contact information for any established County polling places. Each location shall meet the necessary ADA requirements. MUNICIPALITY shall conduct an onsite inspection of all polling places, including any early voting locations used other than the office of SOE, and confirm that such locations are accessible to disabled voters. SOE reserves the right to select a suitable alternative if any proposed site fails to meet SOE approval. MUNICIPALITY shall provide a list of proposed polling places and early voting sites no later than thirty-five (35) days prior to the date of the election. MUNICIPALITY shall enter into polling place agreements, if needed, and pay any rental fees or usage fees directly to the polling place.

MUNICIPALITY shall notify SOE in writing if any tables or chairs will be required. Note that each polling place must, as determined by SOE, provide a minimum number of tables and chairs. MUNICIPALITY shall pay any rental fees incurred by SOE for tables and chairs.

SECTION 13. **Sample Ballots. SOE shall lay out, check and deliver sample ballot layout to a third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballots and confirm the accuracy of the election date, office, candidate names, polling place and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election including accurate polling place information. MUNICIPALITY shall reimburse SOE for all costs incurred in producing and mailing sample ballots.

SECTION 14. Vote by Mail Ballots. MUNICIPALITY shall refer all requests for Vote by Mail ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written directions to the contrary, SOE agrees to accept all requests for Vote by Mail ballots by telephone, mail, or in person. SOE also agrees to mail Vote by Mail & overseas ballots as requested by registered voters, receive, and securely store any voted Vote by Mail ballots. SOE will verify the signatures on any returned voted Vote by Mail ballot certificates based on current canvassing criteria and notify voters of any issues that may be susceptible to "cure" as provided by Florida law, and to account for all Vote by Mail ballots.

****MUNICIPALITY** shall provide adequate staff assistance for the opening and handling of Vote by Mail ballots during the counting process and shall coordinate a date for the opening and counting of such Vote by Mail ballots with SOE.

SECTION 15. Transportation of Elections Equipment and Supplies. SOE will be responsible for delivery and pick-up of any voting equipment. One day prior to Election Day, voting equipment will be delivered by SOE, or a third-party representative of SOE. One day after Election Day, voting equipment will be picked up by SOE, or a third-party representative of SOE. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick-up of voting equipment. **MUNICIPALITY IS NOT PERMITTED TO DELIVER ANY ELECTION EQUIPMENT.**

SECTION 16. Location and Storage of Voting Equipment. All voting equipment shall be stored, maintained, and located in a well-protected, secure, temperature-controlled and indoor room or facility. Once the voting equipment is delivered to a voting site or early voting site, no equipment shall be relocated without the prior written approval of SOE.

SECTION 17. Canvassing of Election Results. The County Canvassing Board will be

responsible for all canvassing activity to cover the March 19, 2024, election. **If a runoff is needed, MUNICIPALITY shall schedule and coordinate the date on which the municipal canvassing board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the canvassing board activities. MUNICIPALITY shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall provide the canvassing board with information and documents necessary to canvass the results of the election. MUNICIPALITY shall convene the canvassing board to determine which voted Vote by Mail ballots are to be tabulated.

SECTION 18. **Audits. MUNICIPALITY shall provide necessary personnel to conduct the audit as prescribed by law. MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit of a runoff.

SECTION 19. Post-Election Records Retention. SOE shall process affirmation forms and sort, inventory and pack all election materials for pick up by the Municipal Clerk for retention and disposition. MUNICIPALITY shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and rules.

**Post-Election Records Retention for Runoff. SOE will provide to MUNICIPALITY all records involved in or needed to conduct a runoff election for the MUNICIPALITY. MUNICIPALITY shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and rules.

SECTION 20. Voter History. SOE will make arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this agreement; provided however, recording voter history will be completed in a timely manner.

SECTION 21. Other Necessary Costs. Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of either any Election, if necessary, that are not specified in this contract shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

A. Recounts – Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,

B. Attorney's Fees and Costs - Actual attorney's fees and costs incurred by SOE for research on any election related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

SECTION 22. Hold Harmless Covenant. MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents, and employees against any and all claims, damages, injuries, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents, or employees, with respect to any election conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits, or other legal challenges or appeals that may arise, including all attorney's fees and costs, from the contest of election results or the validation of any candidate qualifications.

Parties recognize that MUNICIPALITY is a Florida municipal corporation and SOE is a state agency or subdivision as defined in Section 768.28, Florida Statutes and that nothing herein is intended to serve as a waiver of sovereign immunity by either party for acts or omissions to which sovereign immunity applies. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

SECTION 23. Entirety and Amendments. The Agreement embodies the entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective or binding unless submitted in writing and executed by duly authorized representatives of both SOE and MUNICIPALITY.

SECTION 24. Effective Date. The Effective Date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

Please initial in the appropriate columns	YES	NO
MUNICIPALITY gives County Canvassing board authority to canvass ballots for the joint PPP/Municipal Election		

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this Agreement on the dates set forth below.

Signature

Bill Cowles

Name (Printed or Typed)

Orange County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Name (Printed or Typed)

Title

Date

Witness Signature

Witness Name (Printed or Typed)

ORDINANCE NO. 2023-12

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Rescinded the call and scheduling of a special election scheduled for June 13, 2023; and
- (b) Called a general city election and adopted Orange County Municipal Election Day, March 19, 2024, as the date for the District 4 election of “[t]he successor [who] shall serve for the unexpired term of the member who created the vacancy” of the District 4 Commission seat and to serve as a referendum on proposed amendments to the Ocoee City Charter, the Presidential Preference Primary, and any other matters requiring a municipal election; and
- (c) Directed the City Clerk and City staff to undertake all administrative actions internally and with the Orange County Supervisor of Elections that may be necessary to cancel the special election scheduled for June 13, 2023, and to instead hold a general city election as described herein on March 19, 2024.

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

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

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

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

SECTION 2. Authority. The City Commission of the City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166, Florida Statutes, chapter 5 of the City Code, and the City Charter.

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

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

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

- (a) To meet the requirements of the Orange County Supervisor of Elections, the qualifying period for the general city election shall commence at noon on Friday, December 1, 2023, and shall terminate at noon on Friday, December 8, 2023;
- (b) Pursuant to the provisions of Section C-50 of the City of Ocoee Charter, the canvassing of absentee, provisional, and overseas

ballots for the general city election will be conducted by the Orange County Canvassing Board.

- (c) Pursuant to Section 5-2 of the City Code, in the event that the results of the general city election require a run-off election, such run-off election shall be held on Tuesday, April 16, 2024. A run-off election would be conducted at the direction and cost of the City and would be canvassed by the City Canvassing Board as provided in Section C-50 of the City of Ocoee Charter.

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

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

SECTION 8. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent

provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

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

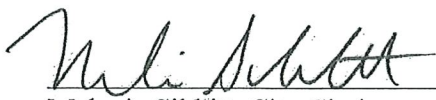
SECTION 10. Effective Date. This Ordinance shall become effective immediately upon passage and adoption.

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

APPROVED:

CITY OF OCOEE, FLORIDA

ATTEST:


Melanie Sibbitt, City Clerk


Rusty Johnson, Mayor

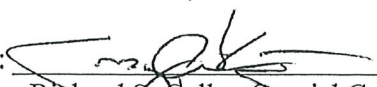
(SEAL)

**APPROVED BY THE OCOEE CITY
COMMISSION ON JUNE 6, 2023
UNDER AGENDA ITEM NO. 10**

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

this 6th day of JUNE, 2023.

SHUGOLD, LOWMAN & WILSON, PA

By: 
Richard S. Heller, Special Counsel
SCOTT CROOKS, CITY ATTORNEY



Meeting Date: October 17, 2023

Item #: 3

Contact Name: Craig Shadrix
Contact Number: Ext. 6434

Department Director: Craig Shadrix
City Manager: Robert Frank

Subject: Assignment of Purchase and Sale Agreement for the Chevron Property to Montierre Development, PLLC. (Assistant City Manager Shadrix)

Background Summary:

On December 6, 2022, the City Commission approved and entered into a Memorandum of Understanding (the "Memorandum of Understanding") with Montierre Development, PLLC ("Montierre") relating to the development of the Ocoee Regional Sports Complex (the "Project"). The Memorandum of Understanding outlined the basic terms whereby (i) the City would enter into a contract with Chevron Land and Development Company ("Chevron") to purchase Chevron's approximately 95 acre property located along Ocoee Apopka Road (the "Chevron Property") for \$4,200,000.00 (the "Chevron Contract"); (ii) the City would assign the City's rights and obligations as the purchaser under the Chevron Contract to Montierre so that Montierre, and not the City, purchases the Chevron Property from Chevron; (iii) at the closing on Montierre's purchase of the Chevron Property from Chevron pursuant to the Chevron Contract, the City would convey to Montierre the City's approximately 37 acre property adjacent to the Chevron Property, commonly known as the "Rodgers Property"; and (iv) enter into a development agreement with Montierre that addresses the future development of the Project and the terms by which the City would be compensated for the assignment to Montierre of the Chevron Contract and for the conveyance of the Rodgers Property to Montierre.

Subsequently, the City approved a Development Agreement with Montierre Development, PLLC, on May 18, 2023, for Developing a Regional Baseball Sports Park, which memorializes the following:

- Montierre agrees to develop the Project on the properties according to the terms of this agreement and Land Development Code.
- The City agrees to cooperate with Montierre, at no additional cost or expense to the City, in Montierre's pursuit of tourist tax funds for the project.
- The city agrees to assign the Chevron Contract to Montierre.
- Montierre agrees to a series of Indemnification clauses that hold the City Harmless with respect to the Montierre Contract to purchase the Chevron Property.
- The City agreed to place the Chevron property into a Brownfield Overlay.
- Condition upon Montierre's acquisition of the Chevron Property, the City will convey to Montierre the City Property by special warranty deed. If Montierre terminates the Chevron purchase contract, the City is not obligated to convey the City Property.
- The City will receive compensation for the assignment of the Chevron Contract and the conveyance of the City Property. The City will receive 25% of all fees collected for each parking space per day within a

parking garage rented out up to \$5.00. The city will receive \$20 for each night a hotel room is rented out within the project.

- Montierre agrees to provide the City with a minimum guaranteed payment. No later than three years after closing the Chevron Property, and repeating for 10 successive years, Montierre will guarantee at least \$800,000 per year until the City has received \$8,000,000.00.
- The City agrees to provide Tax abatement of the City of Ocoee Property taxes for five (5) years as long as Montierre is proceeding with development.
- Montierre assumes responsibility for all improvements to Ocoee Apopka Road.
- Montierre agrees to build and is responsible for the cost of two (2) new baseball fields for the City's Parks and Recreation Department.

The City of Ocoee Entered into a Purchase and Sales Agreement with Chevron on June 20, 2023, to purchase 95.114 acres of land within the City of Ocoee with provisions for assignment.

The obligations of the City (Buyer) in the agreement are as follows:

1. During the Due Diligence Period, the City will designate the Property as a Brownfield Area. (Completed)
2. Both parties agree to use their best efforts to obtain the Florida Department of Environmental Protection's (FDEP) timely approval of the Brownfield Site Rehabilitation Agreement (BSRA) with FDEP. (In-process)

The basic terms of the Chevron Contract are as follows:

Purchaser: City of Ocoee (with the right to assign the City's rights and obligations to Montierre)

Seller: Chevron Land and Development Company

Effective Date: The date the Chevron Contract is executed by the City and Chevron

Purchase Price: \$4,200,000.00

Initial Deposit: \$100,000.00 (due within 5 business days from the Effective Date)

Additional Deposit: \$25,000.00 (due within 5 business days following the expiration of the Due Diligence Period)

Due Diligence Period: 120 days following the Effective Date

Closing Date: 60 days following the expiration of the Due Diligence Period

Agenda Item: Assumption of Chevron Contract for Montierre Development

Insurance. The City has taken great care to ensure the City is fully indemnified and held harmless with respect to existing contamination of the Chevron Property and Montierre Development, PLLC, will take on any liability. Pursuant to the terms of the contract, the City provided written notice to Chevron on October 12, 2023, of its intent to exercise its assignment rights. The City has been coordinating efforts with Chevron and Montierre Development, PLLC throughout the process and the actions to date are sufficient to recommend the assignment of the agreement to Montierre Development, PLLC to the City Commission.

Issue:

Should the Honorable Mayor and City Commissioners approve the assignment of the Purchase and Sale Agreement between the City of Ocoee and the Chevron Land and Development Company as effective on June 18, 2023, to Montierre Development, PLLC?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the assignment of the Purchase and Sale Agreement between the City of Ocoee and the Chevron Land and Development Company as effective on June 18, 2023, to Montierre Development, PLLC.

Attachments:

1. Development Agreement
2. Purchase and Sale Agreement and Joint Escrow Instructions - Chevron

Financial Impacts:

The city is to receive revenue and payment for the land as provided pursuant to the terms of the Development Agreement.

Type of Item: Consent

DEVELOPMENT AGREEMENT
(Ocoee Regional Sports Complex)

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the 18th day of May, 2023 by and between **MONTIERRE DEVELOPMENT, PLLC**, a Florida limited liability company, whose mailing address is 5669 SE Crooked Oak Ave., Hobe Sound, FL 33455 (“**Montierre**”), and the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 1 North Bluford Ave., Ocoee, Florida 34761, Attention: City Manager (hereinafter referred to as the “**City**”).

W I T N E S S E T H:

WHEREAS, the Montierre is a commercial developer with experience in developing mixed-use projects; and

WHEREAS, Montierre intends to develop a mixed use project within the corporate limits of the City of Ocoee, Florida which is anticipated to consist of (i) sixteen (16) baseball fields; (ii) batting cages; (iii) multi-purpose fields; (iv) an inclusive recreation park and playground; (v) splash pad area; (vi) welcome center; (vii) promenade; (viii) three (3) hotels each with approximately 600 rooms and parking garages; (ix) seven (7) restaurants/retail buildings; (x) six (6) office/retail buildings; and (xi) two parking garages to accommodate approximately 1,600 parking spaces, together with related facilities and generally consistent with the conceptual depictions attached hereto as **Exhibit “A”** (the “**Project**”); and

WHEREAS, the Project is anticipated to be constructed on the following parcels located in the City of Ocoee, Orange County, Florida east of Ocoee Apopka Road and south of Fullers Cross Road:

(i) that approximately 95.1 acre parcel under Orange County Property Appraiser Parcel ID: 07-22-28-0000-00-001 (the “**Chevron Property**”), and as of the date hereof owned by Chevron Land and Development Company, a Delaware corporation (“**Chevron**”);

(ii) that approximately 37.1 acre parcel under Orange County Property Appraiser Parcel ID: 07-22-28-0000-00-023 (the “**City Parcel**”), and as of the date hereof owned by the City;

(iii) that approximately 2.096 acre parcel under Orange County Property Appraiser Parcel ID: 07-22-28-0000-00-039 (“**Parcel A**”);

(iv) that approximately 2.228 acre parcel under Orange County Property Appraiser Parcel ID: 07-22-28-0000-00-041 (“**Parcel B**”);

(v) that approximately 5.017 acre parcel under Orange County Property Appraiser Parcel ID: 07-22-28-0000-00-043 (“**Parcel C**”);

(vi) that approximately 1.178 acre parcel under Orange County Property Appraiser Parcel ID: 07-22-28-0000-00-105 (“**Parcel D**”);

(vii) that approximately 1.0 acre parcel under Orange County Property Appraiser Parcel ID: 07-22-28-0000-00-074 (“Parcel E”)

(viii) that approximately 9.901 acre parcel under Orange County Property Appraiser Parcel ID: 07-22-28-0000-00-087 (“Parcel F”); and

(ix) that approximately 14.934 acre parcel under Orange County Property Appraiser Parcel ID: 07-22-28-0000-00-080 (“Parcel G”);

Parcel A, Parcel B, Parcel C, Parcel D, Parcel E, Parcel F and Parcel G, are collectively referred to herein as the “**Remnant Parcels**”; the Remnant Parcels together with the Chevron Property and the City Property, are collectively referred to herein as the “**Property**”); and

WHEREAS, Montierre has secured or intends to secure the financing necessary to construct the Project and has or intends to secure a commitment from an established amateur baseball event and scouting organization (the “**Baseball Organization**”), who will utilize the baseball-related facilities within the Project pursuant to a separate agreement between Montierre and the Baseball Organization; and

WHEREAS, the City desires to facilitate the Project based on the benefits to the current and future residents of the City and the economic impact the Project will have within the City and surrounding areas; and

WHEREAS, the City and Montierre have entered into this Agreement setting forth certain terms and obligations with respect to the Project.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

Section 2. **Development Approvals.** Nothing herein will be construed as a grant by the City or waiver by the City as to any development approvals that may be required in connection with the plans for the Project or Montierre’s development of the Project; notwithstanding this Agreement, Montierre must comply with all applicable procedures and standards relating to the development of the Project. However, the City agrees to review and consider for approval Montierre’s applications and plans for the Project pursuant to the City’s established review and approval process in a timely manner so as not to unreasonably delay Montierre’s established performance and milestone schedules for the Project. In addition, the City agrees to timely complete such applications that may reasonably be required of the City as the owner of the City Property.

Section 3. **Development of the Property.**

(A) Development Requirements. Montierre hereby agrees to develop the Project on the Property in accordance with the terms of this Agreement and the Ocoee Land Development Code and consistent with the final plans, including any conditions of approval set forth therein, permits and approvals issued by the City and other governmental entities with respect to the Property. The parties recognize that the improvements within the Project are subject to change based on plans and approvals for the Project and development requirements for the Property and may be developed in multiple phases. Notwithstanding the forgoing, Montierre agrees not to materially modify the improvements within the Project without the prior consent of the City, not to be unreasonably withheld, conditioned or delayed.

(B) Condition to City Obligations. Notwithstanding anything contained herein to the contrary, the City's obligations with respect to completing applications and/or reviewing and processing applications and approvals contained herein are specifically conditioned on Montierre developing the Project consistent with the requirements set forth in this Section 3 and elsewhere in the Agreement.

(C) Tourist Tax Funds. Notwithstanding anything contained herein to the contrary, the City agrees to cooperate with Montierre, at no additional cost or expense to the City, in Montierre's pursuit of any tourist tax funds which may be utilized in connection with the development of the Project.

Section 4. Chevron Property.

(A) Chevron Contract; Inspections. Of even date herewith, the City has entered into a contract with Chevron for the purchase of the Chevron Property (the "**Chevron Contract**"). Montierre hereby acknowledges that Montierre had the opportunity to review, provide comments on, take part in the negotiations with respect thereto and has approved the Chevron Contract. The City's review, comments, negotiations and execution of the Chevron Contract was and is done as an accommodation to Montierre. Pursuant to the terms of the Chevron Contract, Montierre has the right to enter upon the Chevron Property and conduct such due diligence and testing as permitted under the terms of the Chevron Contract. The City shall have no responsibility to perform or review any due diligence materials relating to the Chevron Property; Montierre, at Montierre's sole cost and expense, agrees to perform all due diligence with respect to the purchase of the Chevron Property during the inspection period under the Chevron Contract. All due diligence and reports shall be contracted for and in the name of Montierre and not the City. In addition, Montierre agrees that all access and testing done on the Chevron Property shall be done consistent with the terms of the Chevron Contract, including providing evidence of insurance that may be required under the Chevron Contract. Montierre agrees to pay for all due diligence work and reports and agrees not to allow any lien to be placed on the Chevron Property relating to such work and reports.

(B) Pre-Closing Indemnification. Montierre hereby agrees to indemnify, defend, release and hold the City harmless with respect to Montierre's entry, due diligence and pre-closing obligations relating to the Chevron Property and/or under the Chevron Contract. To the extent, the purchaser under the Chevron Contract assumes any pre-closing liability with respect to the Chevron Property, as between Montierre and the City, Montierre

agrees that such liability is solely assumed by Montierre and not the City. To the extent the purchaser under the Chevron Contract has a pre-closing indemnification, duty to defend, release and or hold harmless obligation as to Chevron, Montierre, and not the City, shall have such obligations and Montierre agrees to indemnify, defend, release and hold harmless the City for the same obligations and to the same extent as required under the Chevron Contract as to Chevron.

(C) Post-Closing Indemnification. Montierre hereby agrees to indemnify, defend, release and hold the City harmless with respect to all obligations of Montierre that survive the termination or closing under the Chevron Contract, including, but not limited to environmental remediation work that may be required. To the extent, the purchaser under the Chevron Contract assumes any post-closing liability with respect to the Chevron Property, as between Montierre and the City, Montierre agrees that such liability is solely assumed by Montierre and not the City. To the extent the purchaser under the Chevron Contract has a post-closing indemnification, duty to defend, release and or hold harmless obligation as to Chevron, Montierre, and not the City, shall have such obligations and Montierre agrees to indemnify, defend, release and hold harmless the City for the same obligations and to the same extent as required under the Chevron Contract as to Chevron.

(D) Insurance Requirements under Chevron Contract. Following the assignment of the Chevron Contract to Montierre and thereafter during the term of the Chevron Contract, Montierre shall maintain the insurance required by Section 3.3(F) – (H) of the Chevron Contract. For any insurance obtained by Montierre pursuant to the Chevron Contract that requires that the “Seller Group” be named as an additional insured, Montierre hereby agrees to also name the City as an additional insured.

(E) Environmental Indemnification Insurance. The parties acknowledge that the City would not have entered into the Chevron Contract without assurances that the City would incur no liability with respect to the investigations on, purchase of and/or development of the Chevron Property. Montierre’s indemnification, defense, release and hold harmless obligations set forth in subsections (A) and (B) are a material part of the City entering into this Agreement and the Chevron Contract. In addition to such obligations, Montierre has agreed to obtain environmental indemnification insurance relating to the Chevron Property either directly for the City or directly for Montierre with the City being named as an additional insured (the “**Environmental Insurance**”). Montierre agrees to pay all premiums and costs and expenses relating to the Environmental Insurance. The City shall have the right to review and approve the Environmental Insurance obtained. While Montierre is principally responsible for all costs and expenses relating to the Environmental Insurance, the City may pay such amounts as necessary to keep such Environmental Insurance effective and Montierre shall be responsible for any costs expended by the City plus interest at twelve percent (12%) until paid.

(F) Assignment of Chevron Contract. The Chevron Contract provides for the City’s assignment of the Chevron Contract to Montierre. On or before the expiration of the inspection period under the Chevron Contract, if Montierre so elects, the City agrees to assign all of the City’s rights and obligations under the Chevron Contract to Montierre. Montierre shall notify the City at least five (5) days prior to the expiration of the inspection period under the Chevron Contract whether or not Montierre desires to take an assignment of the Chevron

Contract. In the event Montierre advises the City that Montierre does not desire to take an assignment of the Chevron Contract or in the event Montierre fails to timely provide notice of its desire to take an assignment of the Chevron Contract, the City may terminate the Chevron Contract prior to the expiration of the inspection period thereunder and with such termination, Montierre and the City shall have no further obligations under the Chevron Contract except for those that survive termination of the Chevron Contract. As to any City obligations that survive termination of the Chevron Contract, the parties agree that Montierre shall solely assume the same. In the event Montierre does elect to take an assignment of the Chevron Contract, the parties shall execute an assignment document reasonably acceptable to both parties prior to the expiration of the inspection period under the Chevron Contract. Montierre agrees comply with all requirements relating to such assignment that may be set forth in the Chevron Contract.

(G) Deposits under the Chevron Contract. Montierre shall be responsible for all deposits required to be made under the Chevron Contract. For deposits required prior to the assignment of the Chevron Contract, Montierre will, at the City's election, pay such deposits for the City's behalf as and when required under the Chevron Contract, or reimburse the City for such deposits made within five (5) days of a request for reimbursement by the City. Montierre, and not the City, shall be responsible for all deposits required under the Chevron Contract subsequent to the assignment of the Chevron Contract to Montierre. In the event the Chevron Contract is terminated for any reason and with such termination the purchaser thereunder is entitled to a return of the deposit or any portion thereof, such deposit or portion thereof shall belong to Montierre, and not the City except in the event the City made such deposit and Montierre failed to reimburse the City for such deposit in which case the City shall be entitled to retain the returned deposit or portion thereof.

Section 5. Brownfield Designation. Notwithstanding anything to the contrary contained in this Agreement or the Chevron Contract, the City, at the City's sole cost and expense, shall be responsible for processing such applications and approvals as may be required in order to designate the Chevron Property and the City Property as a brownfield area. The City agrees to use commercially reasonable diligent efforts to cause the designation of the brownfield area, but the City makes no guaranty that such designation will occur. The City agrees to keep Montierre informed as to the status of the brownfield designation.

Section 6. City Property. Conditioned upon Montierre's acquisition of the Chevron Property, the City will convey to Montierre the City Property by special warranty deed on the date of Montierre's acquisition of the Chevron Property, subject only to taxes for the year of closing, entitlements in place and matters of record encumbering the Property (the "**Permitted Exceptions**"). In the event of a termination of the Chevron Contract for any reason, the City's obligation to convey and Montierre's obligation to purchase the City Property shall be null and void and of no further force or effect. Montierre shall be solely responsible for all closing costs and expenses relating to the City's conveyance of the City Property. Notwithstanding the foregoing, the City shall be responsible for the City's own attorney fees incurred with respect to the conveyance of the City Property to Montierre. The conveyance of the City Property to Montierre shall be for \$1.00 and other good and valuable consideration, including the obligations contained in this Agreement. Within thirty (30) days following the expiration of the inspection period under the Chevron Contract, the City and Montierre shall enter into an agreement

governing the conveyance of the City Property consistent with the terms hereof. In the event Montierre desires to enter upon the City Property or conduct testing of the City Property prior to the expiration of the execution of the contract for the purchase and sale of the City Property, the parties shall work together in good faith to agree upon a license agreement to permit the same prior to any such activities conducted by Montierre on the City Property.

Section 7. Compensation.

(A) Payment to the City. In addition to the economic benefits to the City in having the Project within the City, the City will receive, as compensation for the assignment of the Chevron Contract to Montierre and the conveyance of the City Property to Montierre, the following: (a) \$20.00 for each night a hotel room is rented out within the Project, and (ii) twenty-five percent (25%) of all fees collected for each parking space per day within a parking garage rented out within the Project up to the amount of \$5.00 per parking space per day. It is anticipated that the daily fee for parking within a parking garage will be equal to or exceed \$20.00 per parking spot. Such payments shall be for a period of no less than thirty (30) years from the date of the build-out of the Project. Matters relating to the payments described herein, including, but not limited to, the security for receipt of the same, the payment procedures and the auditing procedures shall be incorporated into one or more payment obligation documents that will be recorded against the Property at the time of the conveyance of the City Property (the "**Payment Obligation Documents**"). Prior to the City's conveyance of the City Property to Montierre, the parties shall work together in good faith to agree on the form of the Payment Obligation Documents.

(B) Minimum Guaranteed Payments. Notwithstanding Section 7(A) above, commencing at the end of the twelve (12) month period following the issuance of a Certificate of Occupancy for a Hotel or Parking Garage, **but in no event later than three (3) years after closing of Chevron Property** and repeating for ten (10) successive years, Montierre shall guarantee that the City will receive at least **EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00)** per year from the Payment Obligation Documents until the City has received **EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00)**. The foregoing minimum payment guarantee shall be incorporated and addressed in the Payment Obligation Documents. The Payment Obligation Documents shall also provide for Montierre's obligation to reconvey the City Property to the City in the event Montierre fails to make one or more minimum payment guarantees.

(C) Tax Abatement. Provided that Montierre is proceeding with the development of the Project and is otherwise not in default under this Agreement, from the date of the conveyance of the City Property to Montierre and continuing for the five (5) year period following the date Montierre opens any portion of the Project, the City shall provide to Montierre a tax abatement of City of Ocoee property taxes (but not other property taxes due and owing other than to the City of Ocoee) for the Project.

Section 8. Remnant Parcels. Montierre shall be solely responsible, at Montierre's sole cost and expense, for the acquisition of the Remnant Parcels. Montierre hereby agrees to

indemnify, defend, release and hold the City harmless relating to any claims or disputes arising under any contracts or inspections relating to the Remnant Parcels.

Section 9. Improvements to Ocoee-Apopka Road. As part of Montierre's development of the Project, Montierre shall be responsible for improvements to Ocoee-Apopka Road from the intersection of West Road south to Franklin Street intersection, and potentially other area improvements, consisting of road widening and infrastructure improvements to accommodate the Project all in accordance with applicable roadway requirements and plans approved by the City based on the review of the Project and the traffic study conducted for the Project (collectively, the "**Ocoee-Apopka Road Improvements**"). The Ocoee-Apopka Road Improvements may also include the acquisition and dedication of additional right of way, the construction of an off-site retention pond and the transfer of maintenance responsibility from Orange County to the City. The City agrees to use good faith efforts to seek federal, state and/or county participation or contributions toward the Ocoee-Apopka Road Improvements. The Ocoee-Apopka Road Improvements may be completed in phases so that certain portions of the Project may receive a certificate of completion and/or certificate of occupancy prior to the full completion of the Ocoee-Apopka Road Improvements, pursuant to a phasing schedule agreed to by Montierre and the City's Development Services Department as part of the development approvals process for the Project. Montierre shall be solely responsible for the construction and costs relating to the Ocoee-Apopka Road Improvements; however, Montierre shall receive transportation impact fee credits as allowed under the Ocoee Land Development Code for Montierre's actual and documented third party expenses relating to the Ocoee-Apopka Road Improvements with the amount of and timing of such credits being memorialized in an impact fee agreement entered into by the parties and determined as part of the review of the Project and the traffic study conducted for the Project. In the event a party other than Montierre contributes land, improvements or funds relating to the Ocoee-Apopka Road Improvements, Montierre shall not be entitled to transportation impact fee credits for the same. In addition, Montierre shall not be entitled to an amount of transportation impact fee credits that exceed the amount of transportation impact fees calculated for the Project.

Section 10. Existing Ballfields. As part of Montierre's development of the Project, Montierre shall build two (2) new baseball fields for the City's Parks and Recreation Department on City property for the City's use for City youth leagues (collectively, the "**City Ballfield Improvements**"). Montierre shall be solely responsible for the costs relating to the City Ballfield Improvements. Provided that the construction of the City Ballfield Improvements are not delayed through no fault of Montierre, the City may withhold the issuance of final certificates of occupancy within the Project until such time as the City Ballfield Improvements are completed and accepted.

Section 11. Limited Use Rights. Montierre agrees that the City (and City affiliated or sponsored organizations at the election by the City) for no additional consideration shall have limited use rights to the ballfields within the Project. It is anticipated that such use rights will be during non-peak use times and days so as not to interfere with the use of the ballfields by the Baseball Organization. Prior to the conveyance of the City Property to Montierre the parties shall agree on the use rights and shall further document the same as a party deems appropriate.

Section 12. Notice. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) when (i) hand delivered to the other party, or (ii) when sent by overnight courier service for next business day delivery (i.e., Federal Express), addressed to the party at the address set forth opposite the party's name below, or such other person or address as the party shall have specified by written notice to the other party delivered in accordance herewith:

MONTIERRE: Montierre Development, PLLC
Attention: Jaime Douglas
5669 SE Crooked Oak Ave.
Hobe Sound, FL 33455
E-Mail: jaime@montierredevelopment.com

With a copy to: Shutts & Bowen, P.A.
Attention: Daniel T. O'Keefe, Esq.
300 South Orange Avenue, Suite 1600
Orlando, FL 32801
E-Mail: DOkeefe@shutts.com

CITY: City of Ocoee
Attention: City Manager
1 North Bluford Ave.
Ocoee, Florida 34761
E-Mail: rfrank@ocoe.org

With a copy to: Shuffield, Lowman & Wilson, P.A.
Attention: Scott A. Cookson, Esq.
1000 Legion Place, Suite 1700
Orlando, Florida 32801
Email: scookson@shuffield.com

Section 13. Covenant Running with the Land. This Agreement shall run with the Property for a period of thirty (30) years following the date of the build-out of the Project and shall inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Property or any portion thereof.

Section 14. Assignment. This Agreement may not be assigned by any party without the prior consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed.

Section 15. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 16. Time of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 17. Agreement; Amendment. This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 18. Further Documentation. The parties agree that at any time following a request by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder.

Section 19. Specific Performance. Both the City and the Montierre shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance.

Section 20. Attorneys' Fees. In the event that either party finds it necessary to commence an action against the other party to enforce any provision of this Agreement or because of a breach by the other party of any terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, paralegal fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings, without regard to whether any legal proceedings are commenced or whether or not such action is prosecuted to judgment.

Section 21. Counterparts. This Agreement 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.

Section 22. Captions. Captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

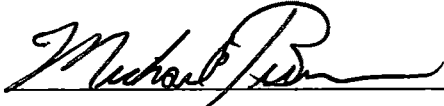
Section 23. Severability. If any word, sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereof so long as the purpose and intent of this Agreement can still be achieved.

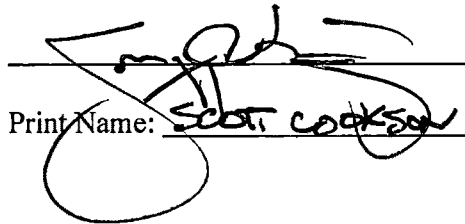
Section 24. Effective Date. The Effective Date of this Agreement shall be the day this Agreement is last executed by a party hereto and such date shall be inserted on Page 1 of this Agreement.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Montierre and the City have caused this instrument to be executed by their duly authorized elected officials, partners, and/or officers as of the day and year first above written.

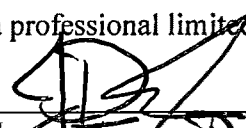
Signed, sealed and delivered
in the presence of:


Print Name: Michael Rumer


Print Name: Scott Cookson

MONTIERRE:

MONTIERRE DEVELOPMENT, PLLC, a
Florida professional limited liability company

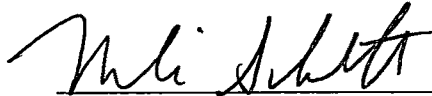
By: 
Print Name: James Douglas
Title: President

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, by means of ☒ physical presence or ☐ online notarization personally appeared James Douglas, as President of **MONTIERRE DEVELOPMENT, PLLC**, a Florida professional limited liability company, who ☒ is personally known to me or ☐ produced n/a 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 therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 18th
day of May, 2023.




Signature of Notary
Melanie Sibbitt
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: Angel Torres
[Signature]
Print Name Sherry Seaver

CITY:

CITY OF OCOEE, FLORIDA

By: [Signature]
Rusty Johnson, Mayor
Attest: [Signature]
Melanie Sibbitt, City Clerk
(SEAL)

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA.**
Approved as to form and legality this 18th
day of May, 2023.

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD ON**
May 18, 2023 UNDER
AGENDA ITEM NO. 2.

SHUFFIELD, LOWMAN & WILSON, P.A.

By: [Signature]
City Attorney

**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, by means of physical presence 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 County and State last aforesaid this 18th
day of May, 2023.

[Signature]
Signature of Notary
Miranda Justice
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

DEVELOPMENT AGREEMENT
(Ocoee Regional Sports Complex)

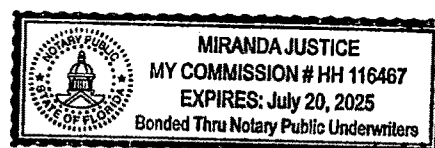
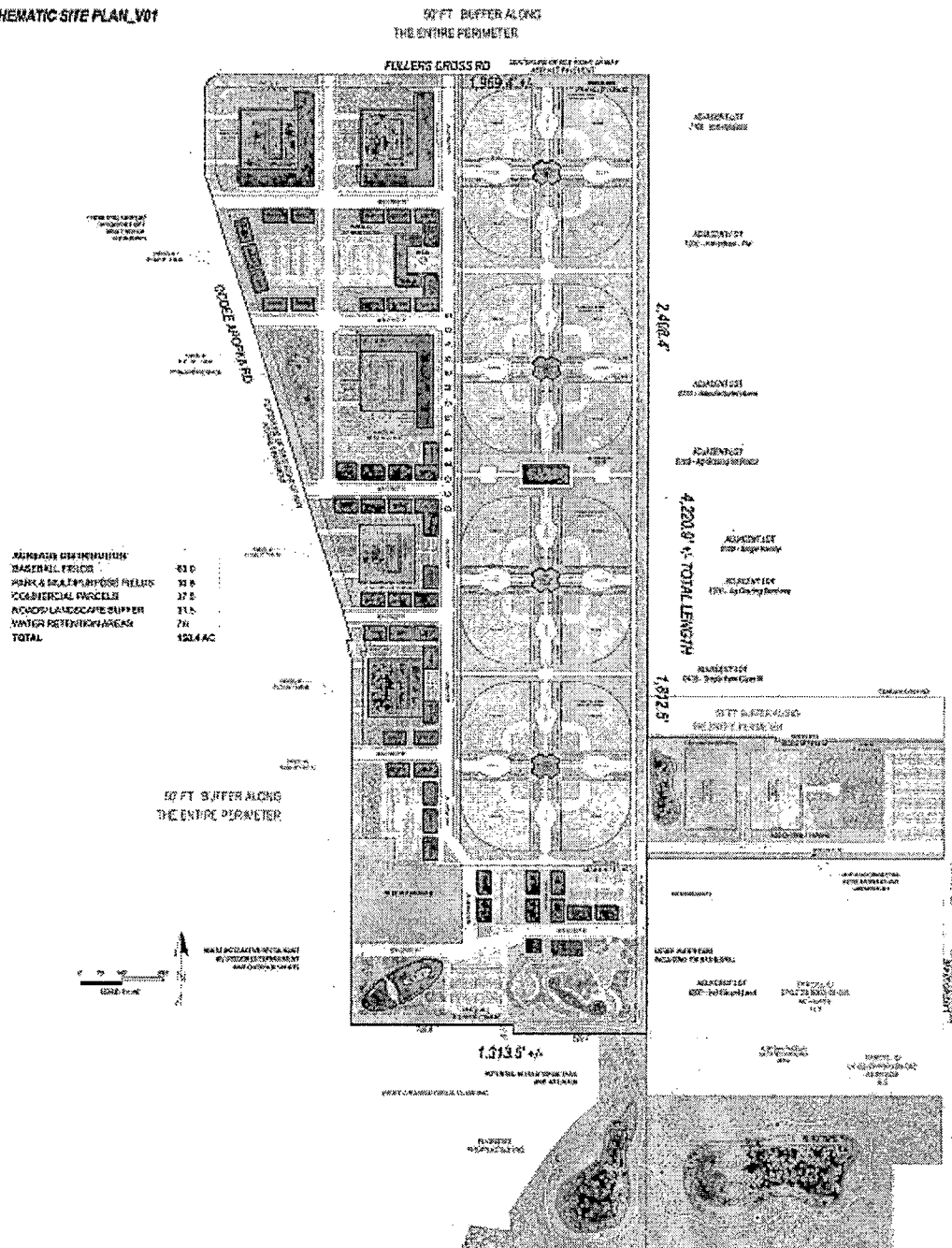


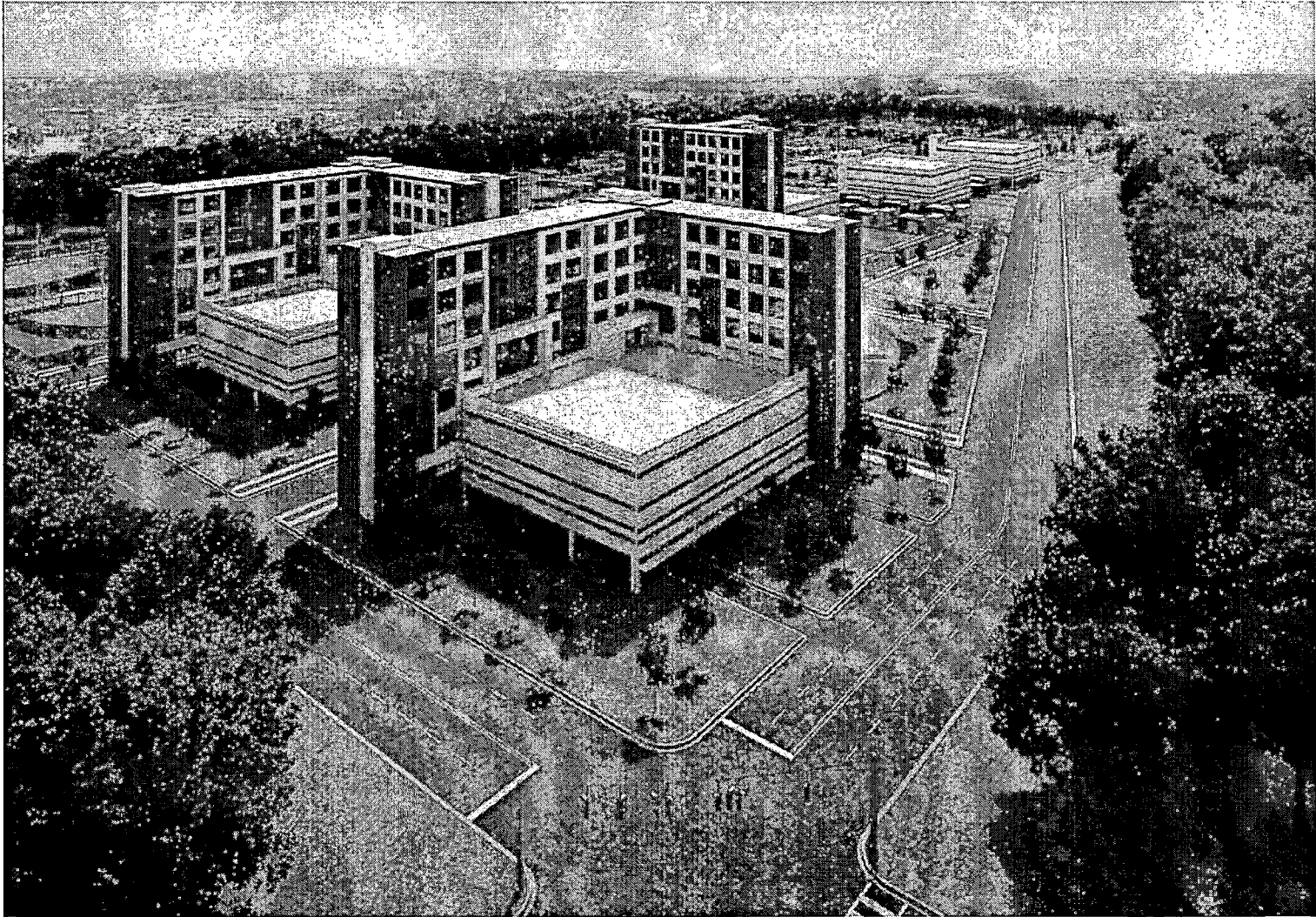
EXHIBIT "A"
Depiction of Project

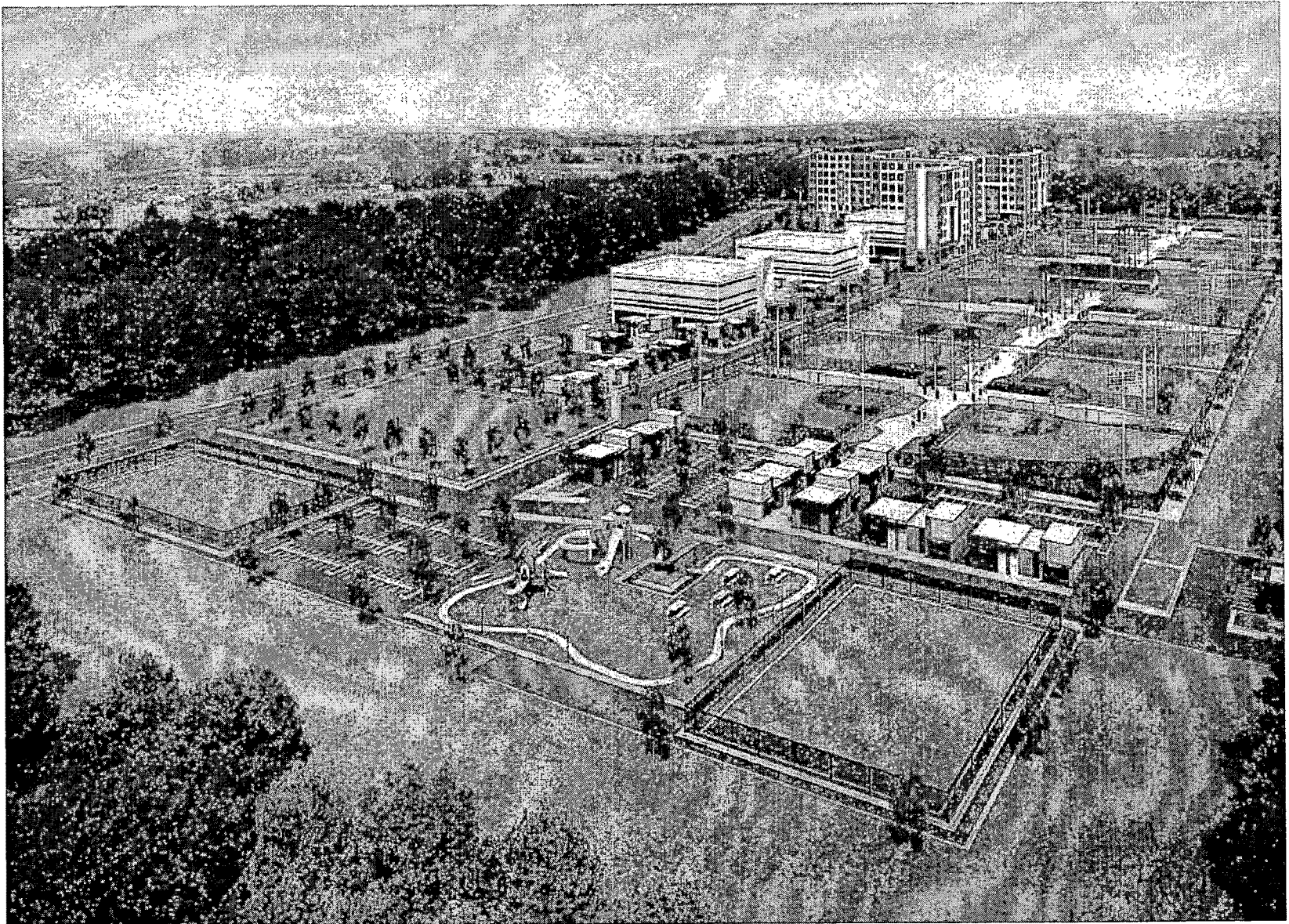
The below depictions are conceptual only and, as of the date hereof, have not been reviewed or approved by the City. It is anticipated that the Project will change from what is depicted as part of the City's normal site plan review process.

SCHEMATIC SITE PLAN_V01



DEVELOPMENT AGREEMENT
(Ocoee Regional Sports Complex)





PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

BETWEEN

CHEVRON LAND AND DEVELOPMENT COMPANY

AND

CITY OF OCOEE, FLORIDA

ORANGE COUNTY, FLORIDA

Effective Date: June 20, 2023

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

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PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This **PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** (“**Agreement**”) dated as of June 20, 2023 (“**Execution Date**”) is between **CHEVRON LAND AND DEVELOPMENT COMPANY**, a Delaware corporation (“**Seller**”) and **CITY OF OCOEE, FLORIDA**, a Florida municipal corporation (“**Purchaser**”).

RECITALS

- A. Seller desires to sell certain real property located in the City of Ocoee of Orange County, State of Florida, and Purchaser desires to purchase the real property, on the terms and conditions set out in this Agreement.
- B. In consideration of the mutual promises set out in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to be bound by this Agreement.

AGREEMENT

1. DEFINITIONS, INTERPRETATION, AND EXHIBITS

- 1.1 **Definitions.** In this Agreement, these capitalized words or expressions have the following meanings:

“**Access Agreement**” means an agreement in substantially the form of Exhibit C to this Agreement, providing Seller and its Affiliates access to the Property after Closing to abandon the Monitoring Wells.

“**Additional Deposit**” has the meaning given in Section 2.5(B).

“**Adjusted Purchase Price**” means the balance of the Purchase Price required to be paid after application of the Deposit and all prorations, adjustments, and credits required to be made under the Agreement, including those set forth in Section 9.

“**Affiliate**” means any legal entity which, directly or indirectly, controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to control another if it owns directly or indirectly at least 50% of the shares or interests entitled to vote.

“**Agreement**” is defined in the introductory paragraph, including all exhibits and schedules (if applicable) which are part of this Agreement.

“**Applicable Law(s)**” means any law, regulation, rule, statute, order, policy, license, registration, and any other standard or requirements having the effect of law that applies to the Agreement or the Parties, or interpretations imposed by any Government Entity that apply to this Agreement.

“**Appurtenant Rights**” means all easements, hereditaments, appurtenances, development rights, and other benefits, if any, pertaining to or affecting the Property.

“**Brownfield Area**” shall have the meaning set forth in Section 376.79(5), Florida Statutes.

“**BSRA**” will have the meaning set forth in Section 4.2 of this Agreement.

“**Business Day**” means all days except for a Saturday, Sunday, or Legal Holiday.

“**City**” means the City of Ocoee, Orange County, Florida as set forth in the Recitals.

“**Claim**” means any claim, suits, proceeding, action, liability, loss, demand, damage, encumbrance, cause of action of any kind, order, subpoena, obligation, cost, royalty, fee, assessment, duty, requirement, charge, penalty, fine, judgment, interest, and award (including recoverable legal counsel fees and cost of litigation of the Person asserting the claim), whether arising by law, contract, tort, voluntary settlement, or in any other manner resulting from or in any way associated with:

- (A) Acts or omissions of Purchaser or Purchaser Group with respect to, or occurring on, the Property;
- (B) The ownership, control, use, possession, or operation of the Property;
- (C) The performance or non-performance of any obligation under this Agreement; or
- (D) Any condition existing or occurring in, on, under or within the Property after the Date of Closing, including but not limited to:
 - (1) The death or injury of any Person, including without limitation, any member of Purchaser Group;
 - (2) The damage or destruction of the Property;
- (E) The violation or alleged violation of any federal, state, local, or municipal law, rule, regulation, order, judgment, decree, or other requirement, including without limitation, requirements under permits, licenses, consents, and approvals;
- (F) The existence, assessment, or remediation of Contamination upon, under, in or emanating from, the Property;
- (G) Emissions, discharges, releases or threatened releases, or the presence, generation, manufacturing, processing, distribution, use, treatment, storage, disposal, transport, labeling, advertising, sale, display, or handling, of Contamination;
- (H) Any special, indirect, or consequential damages, including, but not limited to, claims for loss of use, rents, anticipated profit or business opportunity, or business interruption, diminution in value, or mental or emotional distress or fear of injury, disease or illness, or trespass, nuisance or otherwise;
- (I) Any response costs any member of Seller Group or Purchaser Group may incur with respect to the Property under any Environmental Law; or
- (J) Any cause of action or theory of any kind as a result of, in connection with, or in any way related to, the ownership and operation of the Property.

Claims do not include matters determined by final non-appealable judgment to have been caused by the gross negligence or willful misconduct of a member of Seller Group.

“Closing” means the consummation of the purchase and sale and purchase of the Property.

“Closing Date” or **“Date of Closing”** means the date on which Closing occurs, which is sixty (60) days after the expiration of the Due Diligence Period, or any other date as agreed to by the Parties.

“Closing Documents” means all the documents and instruments described in Section 10.2 and Section 10.3.

“Closing Instructions” means the respective letters of escrow closing instructions executed by Purchaser and Seller (or their respective counsel on behalf of Purchaser and Seller) containing such terms as described in this Agreement, which will supplement the instructions provided to the Escrow Agent in this Agreement.

“Conditions Precedent” has the meaning given in Section 8.1.

“Contamination” means any Hazardous Material or toxic material, substance, chemical or waste, contaminant, emission, discharge or pollutant or comparable material listed, identified or regulated pursuant to any federal, state or local law, ordinance or regulation which has as a purpose the protection of health, safety or the Environment, including petroleum or petroleum products or wastes, or PFAS resulting from any cause, release, or source during Seller’s ownership of the Property or from Seller’s use of the Property. As used in this Agreement, Contamination shall include the presence of arsenic in soils and/or groundwater on or underlying the Property at concentrations in excess of cleanup target levels set forth in Chapter 62-777, Florida Administrative Code.

“County” means the County of Orange, Florida as set forth in the Recitals.

“Deed” means a special warranty deed conveying title of the Property to Purchaser subject only to the Permitted Exceptions, in substantially the form of Exhibit B – Deed.

“CTLs” means Florida Department of Environmental Protection Cleanup Target Levels as defined in the Florida Administrative Code, Chapter 62-777.

“Deposit” means the Initial Deposit and any Additional Deposit as described in Section 2.5.

“Development Agreement” means that certain Development Agreement (Eagle Creek of Ocoee) dated October 21, 2008, by and between Seller and Purchaser, recorded at Doc # 20080729283, Book 9798, Page 0257 of the Public Records of Ocoee County, Florida.

“Dispute” means any claim, disagreement or controversy arising out of this Agreement, including a Claim under this Agreement and any dispute or controversy regarding the existence, construction, validity, interpretation, enforceability, termination, or breach of this Agreement, whether based in contract, tort, or in any other manner.

“Disputed Claim” means any liability, loss, demand, damage, lien, cause of action of any kind, order, subpoena, obligation, cost, royalty, fee, assessment, duty, requirement, charge,

penalty, fine, judgment, interest, and award (including recoverable legal counsel fees and cost of litigation of the Person asserting the claim), whether arising by law, contract, tort, voluntary settlement, or in any other manner.

“Due Diligence Period” means a period of time commencing on the Effective Date and expiring at 5:00 p.m. Local Time on the one hundred twentieth (120th) day following the Effective Date.

“Effective Date” means the 1st day on which both Purchaser and Seller have signed this Agreement, and a fully executed counterpart of the Agreement, or a PDF copy of the fully executed Agreement, has been delivered to the Escrow Agent.

“Environment” means all forms of fauna, flora, soil, natural resources; surface, subsurface, or ground waters; land, ground, surface, or subsurface strata; ambient air; or any other environmental medium, including the indoor environment, contained within or affected by the Property or operations thereon.

“Environmental Condition” means Contamination at, on, under or emanating to or from the Property or a condition or circumstance relating to the Property or operation of the Property which is or is alleged to be not in compliance with Environmental Law.

“Environmental Law” means any Applicable Law relating to pollution; the protection of the Environment; the release, emission, discharge, or disposal of any material or chemical substance; human health or safety; Hazardous Materials; natural resource damage; product registration; hazard communication, each as from time to time has been or may be amended or adopted before or after the Effective Date, including any of the following:

- (a) The Occupational Safety and Health Act, 29 U.S.C.A. §651, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.A. §6901, et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C.A. §9601, et seq.; the Clean Water Act, 33 U.S.C.A. §1251 et seq.; the Clean Air Act, 42 U.S.C.A. §7401, et seq.; the Safe Drinking Water Act, 42 U.S.C.A. §3001, et seq.; the Toxic Substances Control Act, 15 U.S.C.A. §2601 et seq.; the Oil Pollution Act of 1990, 33 U.S.C.A. §2701 et seq.
- (b) Chapters 376 and 403, Florida Statutes as amended, and in or under the regulations adopted or promulgated pursuant to such laws, including Chapter 62, Florida Administrative Code.

“Environmental Obligation(s)” means and includes all of the following, regardless of the sole, joint or concurrent negligence, breach of contract, breach of warranty, strict liability, regulatory liability, statutory liability, or other fault or responsibility of any Person and including expenses associated with claims investigation, testing and assessment, and monitoring: Claims and Losses incurred relating to any Environmental Condition; Claims and Losses incurred relating to Remediation; Claims and Losses incurred resulting from injury or death to natural Persons caused by the exposure or alleged exposure to Hazardous Materials; Claims and Losses incurred relating to the presence, release, emission or discharge of Hazardous Materials, pollution, contaminant or other regulated substances in or into the Environment, and Claims and Losses incurred resulting from compliance with Condition 56 set forth in Exhibit “B” to the Development Agreement, or any subsequent

development agreement entered into between Purchaser and a third party with respect to development of the Property.

“Escrow Agent” means Baker & Hostetler, L.L.P., SunTrust Center, Suite 2300, 200 Orange Avenue, Orlando, Florida 32801-3432.

“Exceptions” means, collectively, conditions, easements, encumbrances, restrictions, exceptions, rights-of-way, title defects, deeds of trust, mortgages, liens, taxes, assessments, charges, leases, and other matters of record.

“Execution Date” means the date in the introductory paragraph.

“FBRA” means the Florida Brownfield Redevelopment Act (FS 376.77-376.83).

“FDEP” means the Florida Department of Environmental Protection.

“Government Entity” means any department, court, tribunal, exchange, authority, commission, board, instrumentality, or agency of any municipal, local, state, federal or other governmental authority (including regulatory authorities and administrative bodies) and any subdivision of the foregoing or any Person owned or controlled by the government.

“Hazardous Materials” means any chemical substance, product, waste, or other material which is, or becomes identified, listed, published, regulated, or defined as, or which shows the characteristics of, a hazardous substance, hazardous waste, hazardous material, toxic substance, or other regulatory term, including oil, oil waste, by-products and components, NORM, hydrocarbons, and hydrocarbons waste, produced water, by-products and components, polychlorinated biphenyls, and asbestos, or which is otherwise regulated or restricted under any Environmental Law or by any Government Entity, or which may otherwise cause, contribute to, or result in an Environmental Condition, or Environmental Obligation, including without limitation, hazardous materials as defined in Chapters 376 and 403, Florida Statutes as amended, and in or under the regulations adopted or promulgated pursuant to such laws, including Chapter 62, Florida Administrative Code. As used in this Agreement, Hazardous Materials shall include the presence of arsenic in soils and/or groundwater on or underlying the Property at concentrations in excess of cleanup target levels set forth in Chapter 62-777, Florida Administrative Code.

“IDW” has the meaning given in Section 3.2(B).

“Improvements” means any and all improvements located on the Land, including without limitation, buildings and other structures, any fixtures attached thereto, fencing and Monitoring Wells.

“Independent Contract Consideration” has the meaning given in Section 2.6.

“Initial Deposit” has the meaning given in Section 2.5(A).

“Inspections” means physical and environmental inspections of the Property.

“Invasive Testing” will have the meaning set forth in Section 3.2(D) of this Agreement.

“Land” means that certain parcel of land containing approximately 95.1 acres located in the City of Ocoee, Orange County, Florida, bearing Orange County Property Appraiser Parcel ID No. 07-22-28-0000-00-001, as more specifically described on Exhibit “A” attached hereto.

“Legal Holiday” means any local or federal holiday on which post offices are closed in the City.

“Liquidated Damages Amount” means all of Purchaser’s out of pocket costs paid to unrelated entities for performing due diligence of the Property, not to exceed the sum of US\$100,000.00.

“Local Time” means the local time in Ocoee, Orange County, Florida.

“Loss” means all claims, suits, proceedings, actions, demands, liabilities, obligations, damages, penalties, fines, costs, and expenses, including fees and disbursements, incurred in connection with any Claim, by and for attorneys, experts, and consultants.

“Monitoring Wells” will have the meaning set forth in Section 6.1 (B) of this Agreement.

“Montierre” means Montierre Development, PLLC, a Florida professional liability company, having its offices at 5669 SE Crooked Oak Ave, Hobe Sound, Florida 33455.

“New Exceptions” will have the meaning set forth in Section 3.9 of this Agreement.

“New Exceptions Cure Date” will have the meaning set forth in Section 3.9 of this Agreement.

“New Objection Letter” will have the meaning set forth in in Section 3.9 of this Agreement.

“Notice to Proceed” will have the meaning set forth in Section 3.3 (A) of this Agreement.

“Objection Letter” means the Survey Objection Letter and the Title Objection Letter, or both.

“Owner’s Policy of Title Insurance” means an ALTA owner’s policy of title insurance in the amount of the Purchase Price, issued by Title insurer to Purchaser at the Closing pursuant to the Title Commitment. The Owner’s Policy of Title Insurance will be dated no earlier than the date of recordation of the Deed from Seller to Purchaser, will name Purchaser as the insured, and will insure Purchaser’s fee simple title to the Property, subject only to standard printed exceptions and the Permitted Exceptions. However, in no event will the Owner’s Policy of Title Insurance include survey modification coverage unless Purchaser obtains the Survey and delivers a copy to Seller and Title insurer before the deadline by which Purchaser must deliver the Objection Letter. At its expense, Purchaser may obtain such endorsements to the Owner’s Policy of Title Insurance as Purchaser deems appropriate, but in no event will the receipt of any such endorsements be deemed to be a

Condition of Closing for Purchaser's benefit and/or part of the Owner's Policy of Title Insurance for such purposes.

"Party" means each of Seller and Purchaser and **"Parties"** means both.

"Permitted Exceptions" means each of the enumerated exceptions to Purchaser's title to the Property set forth in Section 3.9 or any other exceptions explicitly stated as such elsewhere the Agreement.

"Person" means an individual, corporation, company, association, partnership, state, statutory corporation, Government Entity, or any other legal entity.

"PFAS" means any per- and polyfluoroalkyl substances, whether or not currently regulated by any Government Entity.

"Prior Survey" means the most recent survey of the Property in Seller's possession, if any.

"Property" means, collectively, the Land, all Improvements located on the Land and Appurtenant Rights to such Land.

"Property Documents" means the information materials relating to the Property that to Seller's Knowledge are in the possession of Seller.

"Property Taxes" means all real property, personal property, ad valorem taxes and any other similar taxes imposed on the Property.

"Proposed Contract" has the meaning given in Section 13.5 (B).

"Purchase Price" means the amount payable by Purchaser to Escrow Agent for disbursement to Seller under Section 2.4.

"Purchaser Group" means Purchaser and its parent, subsidiaries, and affiliated companies and corporations, and their respective directors, officers, managers, members, elected officials, employees, representatives, independent contractors, consultants, servants and agents, and their respective predecessors and successors in interest and assigns, excluding Seller Group.

"Release and Indemnity Agreement" means the agreement regarding the release and indemnity by Purchaser and future owners of the Property in substantially the form of Exhibit E attached hereto and made a part hereof for all purposes.

"Released Matters" has the meaning given in Section 7.1.

"ROFR Acceptance Notice" has the meaning given in Section 13.5 (B).

"ROFR Notice" has the meaning given in Section 13.5 (B).

"ROFR Period" has the meaning given in Section 13.5 (A).

"ROFR Purchase Agreement" has the meaning given in Section 13.5 (D).

“Seller Group” means Seller, its parent, and Affiliates, whether wholly owned, partially owned, directly or indirectly, together with their respective directors, officers, managers, members, employees, contractors, representatives and agents, and their respective predecessors and successors in interest and assigns, excluding Purchaser Group.

“Seller’s Broker” means Jones Land LaSalle IP, Inc., doing business as JLL, whose principal office is located at 3344 Peachtree Road NE, Suite 1200, Atlanta, Georgia 30326.

“Seller’s Knowledge” means to the current actual knowledge of Seller’s Representative, without further investigation or inquiry. There will be no personal liability on the part of Seller’s Representative.

“Seller’s Representative” means Rainier Viera.

“Seller’s Retained Liabilities” means (a) any Claims and other liabilities arising from or related to Environmental Conditions at the Property which were knowingly and intentionally concealed from Purchaser by Seller with the intention of inducing Purchaser to purchase the Property and of which Purchaser had no other knowledge prior to the Date of Closing; (b) fines or penalties or other relief imposed against Seller or levied against the Property by governmental agencies relating to Seller’s non-compliance with Environmental Laws or regulations which occurred prior to the Date of Closing; (c) Claims or liabilities for personal injury, including death and disability, occurring prior to the Date of Closing caused to employees, contractors, invitees or guests or any other persons at or from the Property, but excluding liabilities for personal injury, including death and disability to the extent caused, in whole or in part, by acts or omissions of Purchaser; (d) Claims arising from or relating to any contractual liabilities or obligations of Seller to third parties other than those specifically assumed by Purchaser in this Agreement or at the Date of Closing; or (e) all of Seller’s representations, warranties, covenants and obligations under this Agreement and any other document, instrument or agreement executed by Seller in connection with this Agreement limited to the Survival Period or such other period as set forth in this Agreement or such other document, instrument or agreement.

“Settlement Statement” means a closing statement prepared by the Escrow Agent.

“Survey” means (A) a Prior Survey, if any, which may be updated by Purchaser, or (B) a new ALTA survey obtained by Purchaser and made by a licensed surveyor, bearing a legal description, showing the area, dimensions and location of the Property to the nearest monuments, streets, alleys on all sides, the topography, the location of all available utilities in adjoining streets, alleys or property, the location of all improvements and encroachments, and the location of all recorded easements against or appurtenant to the Property, and certified to Purchaser and Title insurer.

“Survey Cure Date” means 5:00 p.m. Local Time on the date which is five (5) Business Days after Seller’s receipt of Purchaser’s Survey Objection Letter.

“Survey Objection Letter” has the meaning given in Section 3.7(A).

“Survival Period” means the period of time from Closing to and until 5:00 p.m. Local Time on the date which is six (6) months after the Date of Closing, during which the representations and warranties in Section 5 will survive.

“Tax Authority” means any revenue, customs or fiscal governmental, state, community, municipal or regional authority, body or Person authorized to assess, levy, impose, administer, or collect any Taxes.

“Taxes” means all income, capital, corporate, franchise, gross receipts, margins, turnover, transfer, occupation, and other excise taxes, severance taxes, Property Taxes, transaction taxes, customs and other import or export duties, stamp duties, fees, assessments, withholdings, or charges imposed by any Tax Authority and any penalties, interest and fines or additions attributable to or imposed on or with respect to any such assessments, all to the extent related to the Property.

“Termination Agreement” means the agreement regarding the termination of the Development Agreement in substantially the form of Exhibit F attached hereto and made a part hereof for all purposes.

“Title Commitment” means a commitment for title insurance describing the status of title to the Property and all exceptions which would appear in an Owner’s Policy of Title Insurance.

“Title Company” means First American Title Insurance Company, with Baker & Hostetler, L.L.P. as its agent.

“Title Cure Date” means 5:00 p.m. Local Time on the date which is five (5) Business Days after receipt of the Title Objection Letter.

“Title Objection Letter” has the meaning given in Section 3.8(A).

“US\$” means United States Dollars.

“Vesting Deed” means that certain Special Warranty Deed dated December 21, 2005, from Chevron U.S.A. Inc. to Seller conveying the Property, as recorded in Book 8386, Page 3045 of the Public Records of Orange County, Florida.

1.2 **Interpretation.** Unless the context expressly requires an interpretation to the contrary, all of the following apply to the interpretation of this Agreement:

- (A) The plural and singular words each include the other.
- (B) The masculine, feminine and neutral genders each include the others.
- (C) The word “or” is not exclusive, and the words “includes” and “including” are illustrative, not limiting.
- (D) References to the Parties include their respective successors and permitted assignees.
- (E) References to matters “arising” (or which “arise” or “arises”) “out of this Agreement” include matters which arise in connection with this Agreement or have a causal connection with or which flow from this Agreement or which would not

have arisen or occurred but for the entering into this Agreement or the performance of or failure to perform obligations under this Agreement.

- (F) The headings in this Agreement are included for convenience and do not affect the construction or interpretation of any provision of, or the rights or obligations of a Party under, this Agreement.
- (G) A capitalized derivative or other variation of a defined term has a corresponding meaning and must be construed accordingly.
- (H) If a conflict exists between any provisions of this Agreement as they apply to a Party, the provision that imposes the more stringent obligation on that Party prevails to the extent of the conflict.
- (I) Where provision is made for agreement or the giving of notice, approval, or consent by any Party, unless otherwise specified, the agreement, notice, approval, or consent must be in writing.

1.3 Exhibits.

- (A) All exhibits and schedules that are attached to the body of this Agreement are an integral part of, and are incorporated by reference into, this Agreement, and consist of:
 - (1) Exhibit A – Real Property Description
 - (2) Exhibit B – Deed
 - (3) Exhibit C – Access Agreement
 - (4) Exhibit D – Disclosure Notice
 - (5) Exhibit E – Release and Indemnity Agreement
 - (6) Exhibit F – Termination Agreement
- (B) If a conflict exists between the body of this Agreement and the Exhibits or schedules, the body prevails to the extent of the conflict.

2. SALE AND PURCHASE OF ASSETS, PURCHASE PRICE AND PAYMENTS

- 2.1 **Purchase and Sale.** Subject to the terms and conditions of this Agreement, and for the consideration required in this Agreement, Seller agrees to sell, assign, and convey, and Purchaser agrees to purchase and acquire, all of Seller's right, title, and interest, if any, in and to the Property.
- 2.2 **Agreement to Convey.** Seller agrees to sell and convey, and Purchaser agrees to purchase and accept, on the Closing Date, a fee simple title to the Property by way of a Deed, to be executed and delivered by Seller, and which will be subject to the Permitted Exceptions affecting or encumbering the Property.

- 2.3 **Use Restrictions and Environmental Covenants.** Purchaser is aware that there are existing use restrictions with respect to the Property created in the Vesting Deed and that as a result thereof, the Property may not be used for educational or hospital purposes nor will the groundwater within the Property be used for any potable purposes whatsoever. In addition, the Property to be sold from Seller to Purchaser will have the use restrictions and environmental covenants as set forth in the Deed. Such use restrictions and environmental covenants limit the use of the Property for mixed use development consisting of recreational fields (including ancillary uses such as dugouts, locker rooms, batting cages, restrooms, concession stands, bleachers, etc.), commercial (including restaurants and retail stores), parking, office and hotel (including hotel amenities and conference centers) uses. Such use restrictions will specifically prohibit use of the Property for residential purposes as well as prohibit the use of groundwater from the Property for any purpose.
- 2.4 **Purchase Price.** The Purchase Price for the Property (the “**Purchase Price**”) is the sum of US\$4,200,000.00 cash.
- 2.5 **Deposit.**
- (A) **Initial Deposit.** Within five (5) Business Days of the Effective Date, upon the execution and delivery of this Agreement by both Seller and Purchaser, Purchaser shall, by federal wire transfer, deposit the sum One Hundred Thousand Dollars (US\$100,000.00) (the “**Initial Deposit**”) into the escrow account of Escrow Agent. If Purchaser fails to make the Initial Deposit in accordance with the foregoing, by 3:00 p.m. Local Time on or before the 3rd Business Day after the Effective Date, this Agreement will automatically terminate and after that point neither Party will have any further rights, obligations, or liability, except as otherwise expressly described in this Agreement.
 - (B) **Additional Deposit.** Within five (5) Business Day of the delivery of the Notice to Proceed to Seller, Purchaser shall, by federal wire transfer, deposit the sum of Twenty-Five Thousand Dollars (US\$25,000.00) (the “**Additional Deposit**”) into the escrow account of Escrow Agent. If Purchaser will fail to make the Additional Deposit in accordance with the foregoing, by 5:00 p.m. Local Time on or before the 1st Business Day after the delivery of the Notice to Proceed to Seller, this Agreement will automatically terminate and after that point neither Party will have any further rights, obligations, or liability under this Agreement, except as otherwise expressly set forth in this Agreement.]
 - (C) **Maintenance of Deposit.** The Initial Deposit will be held by the Escrow Agent in a non-interest-bearing account which is insured by the Federal Deposit Insurance Corporation. Provided that Purchaser has not terminated this Agreement pursuant to Sections 3.4, 3.7(B), or 3.8(B), the Deposit(s) will become non-refundable, subject only to the provisions of Sections 12, 13.1 and 13.2.
- 2.6 **Independent Contract Consideration.** Contemporaneously with the delivery of the Initial Deposit to the Escrow Agent, Purchaser will deliver to Seller the sum of US\$100.00 (the “**Independent Contract Consideration**”), which Independent Contract Consideration will be retained by Seller in all instances, whether or not Closing occurs. If Closing does occur, the Independent Contract Consideration will be applied against the Purchase Price. The amount of the Independent Contract Consideration has been bargained for and agreed

to as consideration for Seller's execution and delivery of this Agreement and for the rights and privileges granted to Purchaser in this Agreement, including all rights granted to Purchaser to terminate this Agreement during certain periods set out in this Agreement.

- 2.7 **Payment.** Purchaser will pay to the Escrow Agent the Adjusted Purchase Price, on or before 3:00 p.m., Local Time, at least 1 Business Day prior to the Date of Closing. Escrow Agent will then wire the Adjusted Purchase Price in immediately available funds to the bank account(s) as Seller may designate. The Deposit will be paid by the Escrow Agent to Seller at Closing and credited against the Purchase Price. The Purchase Price will also be subject to further adjustments for prorations and credits required to be made in accordance with this Agreement.

3. INSPECTIONS AND APPROVALS

- 3.1 **Inspections.** Purchaser may conduct the inspections and studies described in this Section 3 during the Due Diligence Period. The City, as Purchaser, intends that Montierre will take title directly from Seller at Closing and Montierre will subsequently develop the Property for the intended use pursuant to a separate agreement between the City and Montierre. The City, as Purchaser, intends to assign this Agreement to Montierre at or prior to the expiration of the Due Diligence Period. As a result thereof, the City, as Purchaser, does not intend to enter upon the Property prior to Closing to conduct any inspections of the Property; instead, the City and Montierre intend that Montierre will conduct the inspections on the Property. All inspections done by Montierre prior to the assignment to Montierre will be deemed to be performed by Montierre as the agent of the City, as Purchaser.

3.2 Access to the Property and Indemnification by Purchaser.

- (A) During the Due Diligence Period, Seller will permit Purchaser and Purchaser's agents and representatives access to the Property for the purpose of conducting Inspections as Purchaser will deem necessary to determine the feasibility of the Property for Purchaser's intended use; provided however, that if Purchaser intends to conduct Invasive Testing, Purchaser will abide by all requirements set forth in Section 3.2(D). Before Purchaser enters the Property to perform Inspections, Purchaser will give Seller five (5) Business Days' notice and, at Seller's option, a representative of Seller may accompany Purchaser and/or Purchaser's representative. Purchaser will be solely responsible for the conduct of Purchaser's representatives on and adjacent to the Property and will assume and pay for all expenses incurred in connection with the Inspections.
- (B) Purchaser will return the Property to substantially the same condition existing before entry by Purchaser's representatives, including proper abandonment of any wells installed by Purchaser or other similar subsurface investigations. Purchaser will be deemed the generator of and solely responsible for the proper management, removal and prompt disposal of waste generated during its Inspections ("**IDW**") all in accordance with Applicable Law. All IDW will be removed within sixty (60) days of the generation thereof and manifests for IDW will identify Purchaser as the generator, and Purchaser will indemnify Seller against any Claim associated with Purchaser having disposed of such IDW. Purchaser agrees to select a licensed disposal facility that meets federal, state, and local laws and requirements with respect to the disposal of IDW.

- (C) Except as otherwise prohibited by laws governing disclosure of public documents, including, but not limited to, Chapter 119, Florida Statutes, to the extent applicable to any “public record,” Purchaser will keep confidential the information resulting from the Inspections and will deliver to Seller copies of all reports, surveys, and studies generated by the Inspections promptly after receipt. Purchaser may disclose this confidential information to Purchaser’s representatives to the extent each needs to know the confidential information for the sole purpose of evaluating the Property, provided Purchaser takes all reasonable measures to assure that Purchaser’s representatives keep such information confidential. Purchaser will not contact any Government Entity regarding the results of any testing performed on the Property unless required by Applicable Law and only after Purchaser has given Seller not less than seven (7) Business Days written notice prior to any such contact. At Seller’s sole option and to the extent allowed by Environmental Law, if Purchaser does not purchase the Property in accordance with the terms and conditions in this Agreement, Purchaser will either destroy all reports, surveys, and studies generated by the Inspections, or deliver the results to Seller.
- (D) Neither Purchaser nor Purchaser’s representatives will conduct any intrusive, destructive, or invasive sampling or chemical analysis of the Property or any portion of the Property as part of its Due Diligence investigation, including any (1) invasive or intrusive geotechnical, environmental or other inspections with respect to the Property or any portion thereof (including any drilling, boring, cutting, disassembling, or removing of the Property or any portion thereof) and (2) biological sampling or analysis, whether of air quality, soil, water samples, or otherwise (collectively “**Invasive Testing**”) without first obtaining Seller’s written consent, which may be granted or withheld in Seller’s sole and absolute discretion. To seek Seller’s written consent for any Invasive Testing, Purchaser must submit to Seller a scope of work including a description of the proposed physically invasive testing, the constituents included in any sampling and analysis, the analytical methodology to be used, the handling of any wastes potentially generated or derived from the Invasive Testing, and the location of such Invasive Testing. Purchaser’s proposed scope of work will be provided to Seller at least ten (10) Business Days prior to the proposed date of commencement of the Invasive Testing. If applicable, Purchaser shall utilize sampling procedures, analytical methodologies, and data protocols in performing analyses that meet the standards of the State of Florida and use laboratories that are certified to complete the analyses. Purchaser must give Seller the opportunity to conduct split sampling for any Invasive Testing, which Seller may conduct at Seller’s sole discretion. All tests and investigations will take place during Seller’s business hours whenever feasible, unless otherwise requested by Seller. Any Invasive Testing consented to by Seller will be performed in accordance with all Applicable Laws (including all permit requirements of local, state and/or federal agencies) and all terms and conditions of Section 3.2. In the event Purchaser conducts any Invasive Testing, Purchaser must give Seller the opportunity to conduct split sampling for such Invasive Testing, which Seller may do at Seller’s sole discretion. In the event Purchaser conducts any Invasive Testing, Purchaser will provide Seller with a true and correct copy of any Invasive Testing reports or data as well as any amendments or modifications, promptly upon receipt by Purchaser at no cost to the Seller and without representation, warranty, or liability on the part of Purchaser.

- (E) **Purchaser will indemnify, defend, and hold Seller harmless from any loss, injury, liability, damage, or expense, including reasonable attorneys' fees and costs which Seller may incur as a result of (1) any act or omission of Purchaser or its agents or representatives arising in connection with any tests or inspections conducted by Purchaser or its agents or representatives or (2) the failure of Purchaser to restore the Property in accordance with this Section.**
- (F) During the Due Diligence Period and before entering the Property for any purpose, Purchaser, or Purchaser's consultant performing any Invasive Testing or any other act authorized in this Section 3, will procure and maintain, at its own expense, during the performance of the Inspections, policies of insurance provided by insurance companies admitted to do business in the State of Florida with A.M. Best & Company ratings of at least A- / VIII and which are reasonably acceptable to Seller, which policies are primary as to any other existing, valid, and collectible insurance insuring Purchaser against loss or liability caused by or with the performance of this Agreement by Purchaser, or its agents, consultants, contractors, or subcontractors, in amounts not less than:
- (1) Commercial General Liability Insurance with a minimum combined single limit of liability of at least US\$1,000,000 and a general aggregate limit of at least US\$2,000,000.
 - (2) Comprehensive Automobile Liability Insurance or Business Auto Policy covering all owned, hired or otherwise operated non-owned vehicles, with a minimum combined single limit of at least US\$1,000,000 each occurrence for Bodily Injury and Property Damage.
 - (3) Workers' Compensation Insurance as required by Applicable Law, and Employers' Liability Insurance with a minimum limit of at least US\$1,000,000 per employee and at least US\$1,000,000 each occurrence.
 - (4) Where Purchaser or a Purchaser's agent or representative is acting as an environmental consultant or otherwise performing professional environmental services, a policy of environmental professional liability insurance, having minimum limits of US\$2,000,000 per occurrence with a US\$5,000,000 annual aggregate with no exclusion for pollution and/or environmental claims.
- (G) The insurance coverage required may be provided by one or more policies of insurance issued to Purchaser or its agents, consultants, contractors, or subcontractors, provided, however, that in order for such insurance to be acceptable, **Purchaser will contractually require such agents, consultants, contractors, or subcontractors to indemnify, defend, and hold harmless Seller from and against Claims and Losses to the extent of Purchaser's obligations provided for in this Agreement**, with Seller Group named as an additional insured to such agreements, and such insurance policies will meet the requirements of this Section.
- (H) The policies of insurance will name Seller Group as an additional insured and will not exclude or restrict coverage based upon alleged or actual negligence of an

additional insured. Such insurance will provide coverage for Claims and Losses arising out of the actions of Purchaser or its agents, consultants, contractors, or subcontractors on or about the Property while the policy is in force, regardless of whether the Claim or Loss arises after the policy is expired. Prior to entry on the Property during the Due Diligence Period, Purchaser will deliver to Seller a certificate of insurance and additional insured endorsements evidencing the existence of the policies and further evidencing that coverage will not be canceled or materially changed prior to 30 days' advance written notice to Seller. Subrogation against Seller and Seller Group will be waived as respects all of the insurance policies required above (including policies of any subcontractor). The insurance required in no way limits or restricts any indemnity by Purchaser or its agents, consultants, contractors, or subcontractors under this Agreement nor by any limitation placed on the indemnity as a matter of Applicable Law.

- (I) Seller, in its sole discretion, has the right to suspend or terminate Purchaser's or Purchaser Group member's access at any time for any violation of Section 3.2 or any action or omission by Purchaser personnel that may create a risk of harm of any type.

3.3 **Purchaser's Acceptance or Rejection prior to the Expiration of the Due Diligence Period.**

- (A) If Purchaser gives Seller a notice to continue on or before the expiration of the Due Diligence Period (the "**Notice to Proceed**"), then Purchaser will be deemed to have elected to proceed under this Agreement. If the Due Diligence Period expires without Purchaser timely delivering the Notice to Proceed to Seller for any reason, then this Agreement will automatically terminate, subject to (1) the immediate return of all copies of all Property Documents to Seller, and (2) delivery of the Deposit to Purchaser (subject to the provisions of Section 13.3), at which point neither Party will have any further obligation or liability to the other Party under this Agreement, except as otherwise expressly provided in this Agreement.
- (B) By delivery of the Notice to Proceed to Seller, Purchaser will be deemed to have approved and accepted the Property and to have agreed to complete the transaction contemplated by this Agreement, and the Deposit will be nonrefundable, subject only to the provisions of Sections 12, 13.1 and 13.3.

3.4 **Seller's Termination Right.** Seller will be entitled to terminate this Agreement also based on the results of any findings from the Due Diligence undertaken by Purchaser if for any reason such findings cause Seller in its sole and absolute discretion to have any concerns about the environmental condition of the Property or this Agreement. If that occurs, Seller will be entitled to terminate this Agreement by providing notice of such termination to Purchaser by the later to occur of (A) the last day of the Due Diligence Period or (B) thirty (30) Business Days after Seller's receipt of the applicable Due Diligence findings. In the event Seller fails to terminate this Agreement timely in accordance with this Section after Seller's receipt of a Due Diligence finding, Seller will be irrevocably deemed to have waived its right to terminate this Agreement based on the Due Diligence finding, but no such waiver will apply to any subsequent Due Diligence findings received by Seller. Upon termination of this Agreement in accordance with the provisions of this Section 3.4, and notwithstanding any provision in this Agreement to the contrary, the Deposit will be

promptly released or returned to Purchaser and Seller will pay to Purchaser an amount equal to Purchaser's out of pocket costs paid to unrelated entities for performing Due Diligence of the Property, not to exceed \$50,000, upon presentation to Seller of receipts for such out of pocket costs, whereupon neither Party will have any further duty or obligation under this Agreement except for those obligations which are expressly stated to survive such termination.

3.5 **Survival.** The provisions of Sections 3.2, 3.3 and 3.4 will survive termination of this Agreement or the Closing, as applicable.

3.6 **Inspection of Property Documents.** The Parties acknowledge that Seller has provided Purchaser with access to the Data Room which contains the Property Documents. Within five (5) Business Days after the Effective Date, to the extent not already in the Data Room, Seller will include in the Data Room all of Property Documents in the possession of Seller to Seller's Knowledge for Purchaser's review and inspection. Purchaser acknowledges, understands, and agrees that the Property Documents may have been prepared by parties other than Seller and that Seller makes no representation or warranty whatsoever, express or implied, as to the completeness, content, or accuracy of the Property Documents. The provisions of this Section will survive Closing, or the early termination of this Agreement. All Property Documents will be kept confidential in accordance with Section 16.10.

3.7 **Survey.**

(A) In connection with Purchaser's access to the Data Room, Seller has made available to Purchaser for its inspection and review a copy of a Prior Survey. Purchaser will have the option of updating the Prior Survey, if any, or obtaining a new survey of the Property. On or before the date that is ten (10) Business Days after the date that Purchaser receives the Survey, but in no event later than fifteen (15) Business Days before the end of the Due Diligence Period, should Purchaser have objections to any matters shown on the Survey, Purchaser will deliver to Seller, in writing, a letter (the "**Survey Objection Letter**") explaining the objections to any matters shown on the Survey. Purchaser's failure to timely object to any such matters will be deemed to constitute Purchaser's approval.

(B) If Purchaser timely objects to any matters shown on the Survey, then Seller will have the right, but not the obligation, to agree in writing to cure before Closing such objections, or to decline to cure such objections. Seller will have until the Survey Cure Date to agree in writing to cure before Closing, or decline to cure, Purchaser's objections to the Survey in a manner acceptable to Purchaser. If Seller elects not to cure, or fails to timely respond to the Survey Objection Letter, Seller will be deemed to have elected not to cure, in which event, Purchaser will, on or before five (5) Business Days after the Survey Cure Date, either (1) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, and Escrow Agent will release and return the Deposit to Purchaser or (2) waive in writing to Seller its objections to the Survey. Purchaser's failure to timely deliver to Seller and Escrow Agent a written notice of termination or waive its objection to the Survey will be deemed to constitute Purchaser's waiver of such objections.

3.8 **Title Commitment.**

- (A) Seller has ordered a Title Commitment from Escrow Agent, specifying Purchaser as the named insured and showing the Purchase Price as the policy amount. If Purchaser has objections to any matter in the Title Commitment, Purchaser will, within ten (10) Business Days after receiving the Title Commitment, but in no event later than fifteen (15) Business Days before the end of the Due Diligence Period, deliver to Seller in writing a letter (the “**Title Objection Letter**”) explaining the objections to matters shown in the Title Commitment. Purchaser’s failure to object to any such matters timely will constitute Purchaser’s approval of them, and such matters will then become Permitted Exceptions.
- (B) If Purchaser timely objects to any item in the Title Commitment, then Seller will have the right, but not the obligation, to attempt to cure or cause to be cured before Closing an objected item. Seller will have until the Title Cure Date to agree in writing to cure before Closing an objected item. If Seller elects not to cure, or fails to respond timely to Purchaser’s objections, Seller will be deemed to have elected not to cure, in which event Purchaser will, on or before five (5) Business Days after the Title Cure Date, either (1) terminate this Agreement by delivering to Seller and Escrow Agent a written notice of termination, and Escrow Agent will return the Deposit to Purchaser or (2) waive in writing to Seller its objections to the objected items, which will then become Permitted Exceptions. Purchaser’s failure to deliver timely to Seller and Escrow Agent a written notice of termination or waiver of its objection to the objected items will constitute Purchaser’s waiver of its objection to said items and such items will become Permitted Exceptions.

3.9 **Title/Survey Updates.** If any update to the Title Commitment issued subsequent to the date of the Title Commitment or any update to the Survey contains exceptions, which are not Permitted Exceptions, first appearing of record after the effective date of the Title Commitment or after the initial date of the applicable Survey (or after updates thereto), as applicable (“**New Exceptions**”), then Purchaser may object to one or more New Exceptions by delivering an objection letter (“**New Objection Letter**”) to Seller within five (5) days following Purchaser’s receipt of such update. If Purchaser fails to deliver to Seller such New Objection Letter on or before such date, Purchaser will be deemed to have waived any objection to the New Exceptions, and the New Exceptions will be included as Permitted Exceptions. Seller will have until 5:00 p.m. on the date which is five (5) days after receipt of such Purchaser’s Objection Letter (“**New Exception Cure Date**”) (and, if necessary, Seller may extend the Closing Date to provide for such five (5) day period and for an additional five (5) days following such period for Purchaser’s response), to agree in writing to cure before Closing, or decline to cure, Purchaser’s objections to such disapproved item. If Seller elects not to cure, or fails to timely respond to Purchaser’s New Objection Letter, Seller will be deemed to have elected not to cure, in which event Purchaser shall, on or before five (5) days after the New Exception Cure Date, either (i) terminate this Agreement by delivering to Seller and Escrow Agent a written notice of termination, whereupon Escrow Agent will release and return the Deposit (subject to the provisions of Section 13.3 below) to Purchaser and thereupon neither Party will have any further obligation or liability to the other Party hereunder, except as otherwise expressly provided herein, or (ii) waive in writing its objection to the disapproved items, which will then become Permitted Exceptions. Purchaser’s failure to timely deliver to Seller and Escrow Agent a written notice of termination or waiver of its objection to the disapproved items will be deemed to constitute Purchaser’s waiver of its objection to said items and such items will become Permitted Exceptions.

3.10 **Permitted Exceptions.** Purchaser will accept title to the Property at Closing, subject to the following Permitted Exceptions:

- (A) Those matters affecting or relating to the title to, or the survey of, the Property (1) which are of record on the date of the Title Commitment or as shown on the Survey, and which were not included in an Objection Letter timely delivered by Purchaser; (2) which were included in an Objection Letter, but for which (a) Seller has completed the cure, or (b) Purchaser has waived or been deemed to have waived the cure, or (c) Seller has elected to cure and will be cured by the payment of money at Closing; or (3) which Purchaser has otherwise approved in writing.
- (B) The restrictions set forth in the Vesting Deed and the restrictions to be included in the Deed.
- (C) All matters apparent from an inspection of the Property, or which a current, accurate survey of the Property would disclose.
- (D) All dedicated roads, streets and highways;
- (E) The lien of non-delinquent taxes, assessments, and other usual and customary charges assessed against the owners of real property in the state in which the Property is located.
- (F) All matters disclosed by the Property Documents made available to Purchaser.
- (G) All building and zoning laws, codes, and regulations affecting the Property, including all proffers, special exceptions, conditions, site plan approvals, and other similar matters, if any, relating to the zoning of the Property.

4. SELLER'S AND PURCHASER'S OBLIGATIONS PRIOR TO CLOSING

4.1 **Seller's Obligations.** Until Closing, Seller or Seller's agents or representatives will:

- (A) Maintain the Property in its present condition, reasonable wear and tear, and damage from casualty or other events beyond the control of Seller or actions by the owner, occupant, or operator of the subsurface rights to the Property, excepted.
- (B) Provide to Purchaser, promptly upon receipt, copies of any written notices relating to the Property received by Seller or its agents or representatives from any Government Entity or quasi-governmental instrumentality, insurance company, or vendor, which notices are of a type not normally received in the ordinary course of Seller's business, or which may have a material effect upon the Property or result in a material change in a representation or warranty made by Seller in this Agreement.

4.2 **Purchaser's Obligations.** During the Due Diligence Period, the City will designate the Property as a Brownfield Area pursuant to the FBRA. Prior to the Date of Closing, Seller and Purchaser will enter into a Brownfield Site Rehabilitation Agreement ("BSRA") with FDEP. Seller agrees to cooperate with Purchaser in its efforts to designate the Property as a Brownfield Area and to obtain FDEP's agreement on the terms and conditions of a BSRA.

The Parties agree to use their best efforts to obtain FDEP's timely approval of the BSRA in substantial form as the Model BSRA provided in FDEP's public website for the Florida Brownfields Program at <https://floridadep.gov/waste/waste-cleanup/content/brownfields-program> prior to Closing and that the BSRA will not become effective until Purchaser acquires title to the Property.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 **Survival Period for Representations and Warranties.** All representations and warranties of Seller and Purchaser set forth in this Section 5 are made as of the Effective Date through the Closing Date and will survive after the Closing Date for the Survival Period.
- 5.2 **Seller Representations and Warranties.** Seller represents and warrants to Purchaser that as of the Effective Date and continuing through Closing, the following statements are accurate:
- (A) **Formation.** Seller is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization and is duly qualified to carry out its business in Delaware. Seller is qualified to do business in Florida.
 - (B) **Authorization.** Seller has (1) full corporate authority to enter into and perform this Agreement and to consummate the transaction contemplated by this Agreement and (2) taken all actions necessary to authorize execution, delivery, and performance of this Agreement and the transaction contemplated by this Agreement.
 - (C) **Valid and Binding Obligation.** This Agreement constitutes Seller's legal, valid, and binding obligation enforceable in accordance with its terms and conditions.
 - (D) **No Conflict with Articles of Incorporation and Other Governing Documents of Seller.** Neither this Agreement nor the performance of this Agreement constitutes a default, violation, or conflict with the articles of incorporation, by-laws, or governing documents of Seller.
 - (E) **No Litigation or Arbitration Proceedings.** Seller is not a party to any litigation, arbitration, or administrative proceedings in relation to the Property that might reasonably be expected to delay, prevent, or materially hinder the consummation of the transaction contemplated by this Agreement or materially adversely affect the title to or value of any of the Property.
 - (F) **FIRPTA.** Seller is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to (or as amended after) the date of this Agreement. Seller is in compliance with the terms of the USA Patriot Act of 2001, as amended, the regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, all sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, and all other laws, regulations, executive orders, or government programs designed to combat terrorism or money laundering, or the effect of any

of the foregoing laws, regulations, orders, or programs, if applicable, on the transaction contemplated by this Agreement.

- (G) **Non-Foreign Status.** Seller is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.
- (H) **Knowledge.** For purposes of Section 5.2, Seller will be deemed to be aware of matters only within Seller’s Knowledge.

5.3 **Purchaser Representations and Warranties.** Purchaser represents, warrants, and covenants to Seller that, as of the Effective Date and continuing through Closing, the following statements are accurate:

- (A) **Formation.** Purchaser is a corporation, limited liability company or municipality duly organized, validly existing, and in good standing under the laws of the State of Florida.
- (B) **Authorization.** Purchaser (1) has full power and authority to enter into and perform this Agreement and (2) has taken all actions necessary to authorize execution, delivery, and performance of this Agreement and the transaction contemplated by this Agreement.
- (C) **Valid and Binding Obligation.** This Agreement constitutes Purchaser’s legal, valid, and binding obligation enforceable in accordance with its terms and conditions.
- (D) **No Conflict with Governing Documents of Purchaser.** Neither this Agreement nor the performance of this Agreement constitutes a default, violation, or conflict with the articles of incorporation, by-laws, governing documents or Applicable Law governing Purchaser, or any license, permit, or consent granted to or by Purchaser, or any material provision of any agreement or instrument to which Purchaser is a party and will not violate or be in conflict with any judgment, decree, order, statute, rule, or regulation.
- (E) **No Litigation or Arbitration Proceedings.** Purchaser is not a party to any litigation, arbitration, or administrative proceedings that might reasonably be expected to delay, prevent, or materially hinder the consummation of the transaction contemplated by this Agreement.
- (F) **Consents.** Purchaser has taken all requisite action and obtained all requisite consents, releases, and permissions required for entering into this Agreement, and the instruments and documents referenced in this Agreement or required under any covenant, agreement, encumbrance, law, or regulation with respect to the obligations required under this Agreement, and no consent of any other party is required for the performance by Purchaser of its obligations under this Agreement.
- (G) **Breach.** Neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement does now constitute or will result in a breach of, or a default under, any agreement, document, instrument, or other obligation to which Purchaser is a party or by which Purchaser may be bound, or

any law, statute, ordinance, rule, governmental regulation, or any writ, injunction, order, or decree of any court or governmental body, applicable to Purchaser or to the Property.

- (H) **Bankruptcy.** No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or state bankruptcy law, is pending against or, to the best of Purchaser's knowledge, contemplated by Purchaser.
- (I) **FIRPTA.** Purchaser is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to (or as amended after) the date of this Agreement. Purchaser is in compliance with the terms of the USA Patriot Act of 2001, as amended, the regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, all sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, and all other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, or the effect of any of the foregoing laws, regulations, orders or programs, if applicable, on the transactions contemplated by this Agreement.
- (J) **Non-Foreign Status.** Purchaser is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.
- (K) **Pre-Agreement Violations and Reporting.** Purchaser represents and warrants that no event has occurred prior to the Effective Date, which if it had occurred after the Effective Date, would be a violation of Section 18.1. Purchaser will immediately notify Seller of any violation of Sections 18.1 of the occurrence of any event prior to the Effective Date which, if it had occurred after the Effective Date, would constitute a violation of Section 18.1.
- (L) **Evidence of Capacity.** Purchaser is not undergoing any insolvency or receivership proceedings.

- 5.4 **Broker.** Seller and Purchaser each represents to the other that there has been no dealings, negotiations, or consultations with any broker, representative, employee, agent, or other intermediary in connection with the sale of the Property, except that Seller has retained the services of Seller's Broker. Seller will be solely responsible for paying the fees and commissions owed to Seller's Broker pursuant to a separate written agreement. Seller and Purchaser mutually agree to indemnify, defend, and hold the other free and harmless from the claims of any other broker(s), representative(s), employee(s), agent(s), or other intermediary(ies) claiming to have represented Seller or Purchaser, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property. This mutual indemnity will survive Closing and any termination of this Agreement.

6. PROPERTY CONDITION

6.1 Existing Conditions.

- (A) The Property has been used for agricultural farming operations. Agricultural research activities also previously occurred on portions of the Property, including field testing of agricultural chemicals through their application to test plots on the Property and to container-grown plants in onsite greenhouses on the Property. Purchaser expressly acknowledges the presence of arsenic and other chemicals consistent with such use are present, or have been present in the past, in soils and/or groundwater on the Property in concentrations exceeding CTLs. Purchaser further acknowledges that it has been provided access to a data room that includes information relating to the presence of soil and/or groundwater conditions including in concentrations exceeding CTLs and that Purchaser has reviewed said information. Purchaser acknowledges that at Closing, Seller will cause to be filed of record in the Public Records of Orange County, Florida the Disclosure Notice to put third parties on notice of the presence of arsenic and such other chemicals in the soils and/or groundwater on the Property in concentrations exceeding CTLs.
- (B) Purchaser acknowledges that it has been informed by Seller that the Improvements may contain asbestos and, or, lead based paint.
- (C) Purchaser acknowledges that located on the Property are wells historically used for sampling groundwater and a water production well (collectively the “**Monitoring Wells**”). Seller will be responsible at its cost for abandoning such Monitoring Wells. To the extent that all Monitoring Wells have not been properly abandoned prior to Closing, Seller and Purchaser will enter into the Access Agreement at Closing to provide Seller’s affiliate, Chevron Environmental Management Company, with access to the Property after Closing for the purpose of abandoning such Monitoring Wells.
- (D) Purchaser is aware that any development of the Property is presently subject to the terms and provisions of the Development Agreement by and between Seller and Purchaser. At Closing, Seller and Purchaser will enter into a Termination Agreement terminating the Development Agreement, which termination will provide that Seller has no further obligations with respect to the Development Agreement.

6.2 **DISCLAIMER.** PURCHASER ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT EXECUTED BY SELLER AT CLOSING, THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER “AS IS” AND “WHERE IS,” WITH ALL FAULTS, IF ANY, INCLUDING THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND, OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT EXECUTED BY SELLER AT CLOSING, SELLER DISCLAIMS ANY AND ALL WARRANTIES, AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND TO PURCHASER INCLUDING WARRANTIES RELATING TO: (A) THE PHYSICAL CONDITION OF THE PROPERTY, AND IMPROVEMENTS, IF ANY, AND ANY PERSONAL PROPERTY; (B) THE HABITABILITY OF THE PROPERTY, OR IMPROVEMENTS; (C) THE SUITABILITY, MERCHANTABILITY, OR DESIGN OF THE PROPERTY FOR A PARTICULAR PURPOSE; (D) THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS AT, ON, UNDER, OR EMANATING TO OR FROM THE PROPERTY; (E) THE COMPLIANCE

OF THE PROPERTY WITH LAWS AND REGULATIONS, INCLUDING ENVIRONMENTAL LAW AND (F) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON, OR UNDER THE PROPERTY. PURCHASER ACKNOWLEDGES THAT, OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT EXECUTED BY SELLER AT CLOSING, SELLER MAKES NO, AND EXPRESSLY DISCLAIMS ANY, WARRANTIES OR REPRESENTATIONS CONCERNING THE ACCURACY OR COMPLETENESS OF ANY OF THE PROPERTY DOCUMENTS.

- 6.3 **ACKNOWLEDGMENT OF INSPECTION.** PURCHASER COVENANTS, REPRESENTS AND WARRANTS TO SELLER THAT: (A) PURCHASER HAS INSPECTED OR WILL INSPECT THE PROPERTY, INCLUDING THE IMPROVEMENTS ON THE PROPERTY AND THE PERSONAL PROPERTY, IF ANY, AND ALL MATTERS RELATING TO THE PROPERTY WHICH PURCHASER DESIRES; (B) NEITHER SELLER NOR ANYONE ON SELLER'S BEHALF HAS MADE, OR IS MAKING, ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PROPERTY OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT EXECUTED BY SELLER AT CLOSING; (C) PURCHASER IS RELYING SOLELY ON PURCHASER'S OWN INVESTIGATION OF THE PROPERTY AND ALL MATTERS PERTAINING TO ITS INVESTIGATION, INCLUDING THE ENVIRONMENTAL CONDITION OF THE PROPERTY; AND (D) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER IS PURCHASING THE PROPERTY "AS IS."
- 6.4 **THIRD PARTY CLAIMS.** PURCHASER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL SELLER BE LIABLE FOR ANY CLAIMS BY PURCHASER OR ANY THIRD PARTY ATTRIBUTABLE TO OR ARISING FROM CONSTRUCTION ON THE PROPERTY FOLLOWING THE CLOSING DATE THAT INVOLVES SUBSURFACE EXCAVATION, SOIL MOVEMENT, OR HANDLING, TREATMENT, OR DISPOSAL OF SOIL OR GROUNDWATER.
- 6.5 **Inspections.** Purchaser covenants, represents, and warrants that: (A) Purchaser has inspected or will inspect the Property and all matters relating to the Property which Purchaser desires; (B) neither Seller nor anyone on Seller's behalf has made, or is making, any warranties or representations respecting the Property other than those expressly identified in this Agreement, if any; and (C) in evaluating the transaction contemplated by this Agreement, Purchaser is relying solely on Purchaser's own investigation of the Property and all matters pertaining to it, including the Environmental Condition of the Property.
- 6.6 **Obligation To Make Repairs.** Purchaser acknowledges and agrees that: (a) any reports, repairs or work required by Purchaser are the sole responsibility of Purchaser; (b) Seller has no obligation to make any changes, alterations, or repairs to the Property, or to cure any violations of Applicable Law or to comply with the requirements of any insurer; and (c) Purchaser is solely responsible for obtaining any certificate of occupancy or any other approval or permit necessary for transfer or occupancy of the Property, and for any repairs or alterations necessary to obtain such certificate, approval, or permit, all at Purchaser's sole cost and expense.

- 6.7 **Radon Gas.** RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM THE COUNTY PUBLIC HEALTH DEPARTMENT.
- 6.8 **Responsibility.** Purchaser acknowledges that it is purchasing the Property without any environmental indemnity of any kind from Seller for any Environmental Condition or Environmental Obligation at or relating to the Property except for Seller's Retained Liabilities. Purchaser further acknowledges and agrees that Purchaser will be solely responsible for the Environmental Condition of the Property, and for the Environmental Obligations, upon the Close of Escrow, as further detailed in this Agreement.
- 6.9 **Survival.** The acknowledgements and agreements of Purchaser in Section 6 will survive the Closing and will not be deemed merged into any instrument or conveyance delivered at the Closing.

7. PURCHASER'S RELEASE AND INDEMNIFICATION

- 7.1 **Intent of Indemnity and Release Provisions.** The Parties have allocated between them certain risks and responsibility for Claims related to the Property and this Agreement as set out below. Upon Closing, the indemnities set out below are the exclusive remedy for any Claim based upon or relating to this Agreement, regardless of the manner in which any Claim is characterized or pleaded; provided, however, this does not affect a Party's rights to non-monetary equitable relief under Section 14 of this Agreement.
- 7.2 **Purchaser's Release.** Subject to the Seller's Retained Liabilities for which Purchaser will have no liability and subject to Seller's representations and warranties under Section 5, Purchaser, for itself and Purchaser Group members release Seller Group members from any Claim or Loss (including reasonable outside attorneys' fees), whether known or unknown, liquidated or contingent, asserted against or incurred by any Purchaser Group member, and that arises from, is in connection with, or is related in any manner to the following (collectively, the "Released Matters"):
- (A) Acts or omissions of Purchaser or Purchaser Group with respect to, or occurring on, the Property whether before or after the Closing Date.
 - (B) The ownership, control, use, possession, or operation of the Property.
 - (C) Any condition existing or occurring in, on, under, or within the Property, including the following:
 - (1) The death or injury of any Person, including, any Purchaser Group member.
 - (2) The damage or destruction of the Property or any personal property on the Property.

- (3) The violation or alleged violation of any federal, state, local, or municipal law, rule, regulation, order, judgment, decree, or other requirement, including, requirements under permits, licenses, consents, and approvals.
 - (4) The existence, assessment, or remediation of Contamination upon, under, in, or emanating to or from the Property.
 - (5) Emissions, discharges, releases, or threatened releases, or the presence, generation, manufacturing, processing, distribution, use, treatment, storage, disposal, transport, labeling, advertising, sale, display, or handling, of Contamination.
 - (6) Any response costs any Seller Group or Purchaser Group members may incur with respect to the Property under any Environmental Law.
 - (7) Any cause of action or theory of any kind because of, in connection with, or related to, the ownership and operation of the Property.
 - (8) Environmental Conditions, whether the Environmental Conditions existed before or after the Closing.
- (D) Seller Group's former operations on the Property or any adjacent property.
 - (E) Any special, indirect, or consequential damages by Purchaser, Purchaser Group, or any third party, including Claims or Losses for loss of use, rents, anticipated profit, or business opportunity, or business interruption, construction delays, diminution in value, loss of goodwill by Purchaser, or mental or emotional distress, or fear of injury, disease or illness, or trespass, nuisance, or otherwise.
 - (F) Purchaser's or its agent's, contractor's, or employee's activities and inspections regarding the Property.
 - (G) Purchaser's or Purchaser Group's construction or development activities on the Property.
 - (H) Purchaser's performance or failure to perform any due diligence reviews and surveys of the Property, including human health risk assessments or similar studies.
 - (I) Any environmental investigations, environmental claims, cleanup costs, or any Claims or action attributable or arising from subsurface excavation, soil movement, or special handling, treatment, or disposal of soil or groundwater, vapor intrusion protections, or engineered controls.
 - (J) Any information contained in, or that should have been contained in, the Property Documents.

- 7.3 Released Matters do not extend to matters determined by final non-appealable judgment to have been caused by the gross negligence or willful misconduct of a Seller Group member, except that negligence of any type occurring prior to Closing with respect to matters

described in Sections 7.2(D) and 7.2(E) is not excluded from the definition of Released Matters.

- 7.4 Purchaser recognizes that there is a risk that, after Closing, Purchaser may suffer a Loss or Claim that is in some way caused by the Released Matters, and Purchaser agrees that other than Seller's Retained Liabilities, Purchaser Group members assume this risk and that this release will apply to all the unknown or unanticipated Losses or Claims. If this release is judicially determined to exceed that permitted by Applicable Law, then the release will be construed so as to preserve the maximum release permitted by Applicable Law.
- 7.5 **No Actions or Proceedings.** In no event will Purchaser or any Person that is part of Purchaser Group file or pursue any legal action, proceeding, or arbitration against Seller or any other Seller Group member with respect to any of the Released Matters.
- 7.6 **Purchaser's Indemnity.** PURCHASER AND, WITH RESPECT TO ANY ASSIGNEE OF THE CITY OF OCOEE, PURCHASER GROUP WILL INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO SELLER), SAVE AND HOLD HARMLESS SELLER GROUP MEMBERS FROM ANY CLAIM OR ANY LOSS, INCLUDING, ALL RELEASED MATTERS EXCEPT SELLER'S RETAINED LIABILITIES. A CLAIM OR LOSS WILL INCLUDE ANY CLAIMS OR ANY LOSSES AS TO STRICT LIABILITY CLAIMS, INCLUDING THOSE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"); AND ANY REGULATORY OBLIGATIONS THAT WOULD REQUIRE REMEDIATION ACTIVITIES WITHOUT REGARD TO THE POINT IN TIME THAT THE CONTAMINATION OCCURRED. IF THIS INDEMNITY IS JUDICIALLY DETERMINED TO EXCEED THAT PERMITTED BY APPLICABLE LAW, THEN THE INDEMNITY WILL BE CONSTRUED AS TO PRESERVE THE MAXIMUM INDEMNITY PERMITTED BY APPLICABLE LAW. IF ANY REGULATORY OBLIGATIONS REQUIRE REMEDIATION ACTIVITIES IN CONNECTION WITH THE PROPERTY. NOTHING IN THIS AGREEMENT PRECLUDES PURCHASER FROM RECOVERING COSTS FROM PARTIES THAT ARE NOT SELLER GROUP MEMBERS.
- 7.7 **Covenants Running With the Land.** The release and indemnity provisions set forth under Section 7 will, to the extent legally permissible, be covenants running with the land and will be binding on all future owners of the Property. Any conveyance, transfer, or assignment of all or part of the Property by Purchaser, its successors or assigns, in which the grantee, transferee, or assignee fails to expressly assume the obligations of Purchaser under Section 7 will be deemed null and void, ab initio. Purchaser further agrees to cause the provisions of this Section to be included in all subsequent sales or transfers of any interest in the Property, and to cause all purchasers or transferees of the Property to expressly acknowledge and assume all of Purchaser's obligations.
- 7.8 **No Limitation on Purchaser's Indemnity and Defense Obligations.** Nothing set forth in Section 7 will be construed to limit or narrow in any manner any indemnity and defense obligations or covenants of Purchaser which are set forth elsewhere in this Agreement.
- 7.9 **Survival.** The obligations of Purchaser under Section 7 will survive the Closing. At Closing, the Parties will enter into the Release and Indemnity Agreement to be recorded in the Public Records of Orange County, Florida.

8. CONDITIONS PRECEDENT TO CLOSING

8.1 **Conditions Precedent to Seller's Obligation to Sell.** The following are the Conditions Precedent to Seller's obligation to sell the Property to Purchaser pursuant to this Agreement, any of which may be waived (in whole or in part) by Seller (collectively, "**Conditions Precedent**"):

- (A) Purchaser has performed and complied in all material respects with the terms and conditions of this Agreement required to be performed or complied with by Purchaser at or prior to Closing, including without limitation, designating the Property as a Brownfield Site pursuant to the FBRA and securing the BSRA.
- (B) No action or proceeding by or before any Government Entity has been instituted or threatened (and not subsequently dismissed, settled, or otherwise terminated) which might restrain, prohibit, or invalidate the transaction contemplated by this Agreement, other than an action or proceeding instituted or threatened by Seller or any of its Affiliates.
- (C) Purchaser representations and warranties in Section 5.3 are true and correct in all material respects on the Effective Date and Closing Date.
- (D) The receipt of all material approvals or the execution of any necessary agreement or document (on terms reasonably satisfactory and agreed to by the Parties) which are required under Applicable Law or by a Government Entity prior to the transfer of the Property to Purchaser.

8.2 **Conditions Precedent to Purchaser's Obligation to Purchase.** The following are the Conditions Precedent to Purchaser's obligation to purchase the Property from Seller pursuant to this Agreement, unless waived by Purchaser:

- (A) Seller has performed and complied in all material respects with the terms and conditions of this Agreement required to be performed or complied with by Seller at or prior to Closing, including without limitation, cooperating with Purchaser in designating the Property as a Brownfield Site pursuant to the FBRA and securing the BSRA.
- (B) No action or proceeding by or before any Government Entity has been instituted or threatened (and not subsequently dismissed, settled, or otherwise terminated) which might restrain, prohibit, or invalidate the transaction contemplated by this Agreement, other than an action or proceeding instituted or threatened by Purchaser or any of its Affiliates.
- (C) Seller's representations and warranties in Section 5.2 are true and correct in all material respects on the Closing Date.

8.3 **Fulfillment of Conditions Precedent.**

- (A) Each Party (including each Parties' Affiliates) will use reasonable efforts to satisfy the Conditions Precedent to each Parties' obligation to consummate the Closing,

including the execution of all documents, acts, and things as may be reasonably required to satisfy the Conditions Precedent.

- (B) Each Party will promptly provide to the other Party all information and documentation concerning a Party as may be necessary to enable the other Party to prepare and submit all necessary filings required by any Government Entity in connection with the transaction contemplated by this Agreement and otherwise to satisfy the Conditions Precedent.

8.4 **Right to Terminate for Failure to Satisfy Conditions Precedent.**

- (A) If the Conditions Precedent in Section 8.2 have not been satisfied by the Closing Date, and Seller has not waived any unsatisfied Conditions Precedent, then Seller may terminate this Agreement.
- (B) If the Conditions Precedent in Section 8.1 have not been satisfied by the Closing Date, and Purchaser has not waived any unsatisfied Conditions Precedent, and Purchaser has not breached any representation, warranty, covenant, or agreement under this Agreement, then Purchaser may terminate this Agreement.
- (C) A Party may terminate this Agreement under this Section 8.4 by giving notice to the other Party.

9. **CLOSING COSTS AND PRORATIONS**

9.1 **Purchaser's Costs.** Purchaser will pay the following Closing costs in connection with this Agreement:

- (A) All premiums, fees, and costs associated with the issuance of any mortgagee title insurance policy, any costs of the Owner's Policy of Title Insurance above the base premium (including any premium or charge for deletion of the "areas and boundaries" exception or parties in possession exception on the Owner's Policy of Title Insurance, or other extended coverage or endorsements for the Owner's Policy of Title Insurance), and 50% of the settlement fees and other charges of the Escrow Agent (including escrow charges) due in connection with the closing of this transaction.
- (B) The fees and disbursements of Purchaser's counsel and any other expense(s) incurred by Purchaser or its representative(s) in inspecting or evaluating the Property or closing this transaction.
- (C) All costs and expenses in connection with obtaining financing for the purchase of the Property, including any recordation or transfer taxes required to be paid upon the recordation of any deed of trust, mortgage, or other security agreement executed and recorded in connection with Purchaser's financing.
- (D) Any sales taxes payable with respect to any personal property included within the Property.

(E) All costs related to any financing of the purchase of the Property by Purchaser, including without limitation, the cost of any state documentary stamps related to any mortgage recorded in connection with such financing.

(F) Any costs related to a Survey.

9.2 **Seller's Costs.** Seller will pay the following Closing costs in connection with this Agreement:

(A) The cost of the Title Commitment and any related title search fees and the base premium only for an Owner's Policy of Title Insurance in the amount of the Purchase Price, and 50% of the settlement fees and charges of the Escrow Agent (including escrow charges) due in connection with the closing of this transaction.

(B) The cost of the transfer taxes (e.g., state documentary stamps) which are due upon recording of the Deed.

(C) The fees and disbursements of Seller's counsel.

(D) The fees of Seller's Broker.

(E) All release fees and other charges required to be paid to release from the Property the lien of any mortgage or other security interest which Seller is obligated to remove pursuant to the terms of this Agreement.

9.3 **Taxes.** Property Taxes and special assessments relating to the Property payable during the year in which Closing occurs will be prorated with respect to the Property as of the Date of Closing, with Seller being responsible for Property Taxes accruing prior to Closing and Purchaser being responsible for Property Taxes accrued on and after the Date of Closing. In no event will Seller be responsible for any Property Taxes relating to any period in which Seller did not own the Property. If Closing will occur before the actual Property Taxes and special assessments payable during the year are known, the apportionment of Property Taxes will be upon the basis of Property Taxes for the Property payable during the immediately preceding year. If, as the result of an appeal of the assessed valuation of the Property for any Property Tax year prior to (or including) the Closing, there is issued after Closing an administrative ruling, judicial decision, or settlement by which the assessed value of the Property for such Property Tax year is reduced, and a Property Tax refund or credit issued, Seller will be entitled to these Property Tax refunds relating to the period prior to Closing. No post-Closing re-prorations will occur. Notwithstanding any contrary provision of this Agreement, Purchaser will pay when due all assessments or Property Taxes for the change in the use of the Property, regardless of the period for which they were assessed, **and will further indemnify, defend, and hold harmless Seller from any Claim made or any Loss incurred relating to or arising out of any change in use of the Property.** The provisions of this Section will expressly survive the Closing.

9.4 **In General.** Any other costs or charges of Closing this transaction not specifically mentioned in this Agreement will be paid and adjusted in accordance with local custom or ordinance in the jurisdiction in which the Property is located.

10. CLOSING AND ESCROW

- 10.1 **Closing.** The purchase and sale of the Property will be consummated through an escrow with Escrow Agent. Closing will occur on the Date of Closing, on or before 10:00 a.m. Local Time or as soon after as possible on the Date of Closing, by mail or as otherwise agreed to by the Parties (as further described in Section 10.5) at the offices of the Escrow Agent, or at such other time and place as may be agreed to in writing by the Parties.
- 10.2 **Seller's Deliverables.** Seller will deliver at the Closing the following original documents, each executed and, if required, acknowledged:
- (A) The Deed.
 - (B) The Disclosure Notice.
 - (C) The Release and Indemnity Agreement.
 - (D) The Termination Agreement.
 - (E) An affidavit pursuant to the Foreign Investment and Real Property Tax Act.
 - (F) Appropriate evidence of authority, capacity, and status of Seller as reasonably required by Escrow Agent.
 - (G) An "owner's affidavit", in a form reasonably acceptable to Seller and the Escrow Agent and sufficient for the Escrow Agent to delete any exceptions for (1) mechanics' or materialmen's liens arising from work at the Property which is the responsibility of Seller, (2) parties in possession, other than tenants as tenants only, and (3) matters not shown in the public records.
 - (H) The Settlement Statement.
 - (I) Any other documents, certificates, and other instruments as may be reasonably required to consummate the transaction contemplated by this Agreement.
- 10.3 **Purchaser's Deliverables.** At the Closing, Purchaser will (A) pay the Escrow Agent the Adjusted Purchase Price as required by, and in the manner described in, Section 2.7 and (B) execute and deliver the following original documents, each executed and, if required, acknowledged:
- (A) The Deed.
 - (B) The Release and Indemnity Agreement.
 - (C) The Termination Agreement.
 - (D) Evidence of Purchaser's authority, and the authority of the Person executing any documents at Closing on behalf of Purchaser, acceptable to Seller and the Escrow Agent, to enter into the transactions contemplated by this Agreement.
 - (E) The Settlement Statement.

- (F) Any other documents, certificates, and other instruments as may be reasonably required to consummate the transaction contemplated by this Agreement.

10.4 **Possession.** Purchaser will be entitled to possession of the Property at the conclusion of the Closing.

10.5 **Closing Procedure.**

- (A) At least five (5) days before the scheduled Date of Closing, Escrow Agent will provide Purchaser and Seller with a preliminary Settlement Statement for approval by each of each of Seller and Purchaser. Seller and Purchaser in good faith will finalize with Escrow Agent the Settlement Statement in accordance with the terms and provisions of this Agreement.
- (B) At least one (1) Business Day before the scheduled Date of Closing, counsel for each of Seller and Purchaser will deliver to Escrow Agent its Closing Instructions to complete Closing.
- (C) At least one (1) Business Day prior to the scheduled Date of Closing: (a) Seller will deposit Seller's Deliverables with the Escrow Agent; (b) Purchaser will deposit Purchaser's Deliverables with the Escrow Agent and (c) Purchaser will deposit with the Escrow Agent the Adjusted Purchase Price which will be set forth on, and mutually agreeable pursuant to, the Settlement Statement agreed to by Seller and Purchaser.

11. POST-CLOSING DEVELOPMENT OF THE PROPERTY

- 11.1 Purchaser will be solely responsible, at Purchaser's expense, for performing any due diligence reviews and surveys of the Property that may be necessary, desirable or prudent before commencing any construction involving subsurface excavation soil disturbance or dewatering. Purchaser understands that such reviews and surveys may determine the presence, nature and character of any Hazardous Materials on or underlying the Property.
- 11.2 Purchaser acknowledges that the presence of arsenic or other Hazardous Materials disclosed by the reviews and surveys referenced in Section 11.1 above may pose an unacceptable risk to human health or the Environment during future construction or redevelopment activities, such as onsite or offsite excavations, dewatering events, etc. Purchaser further acknowledges that all responsible parties, landowners, and contractors performing subsurface activities at the Property should be prepared to encounter arsenic or such other Hazardous Materials, and that appropriate health and safety equipment and protocols as required by Applicable Law should be used and any encountered or such other Hazardous Materials should be managed properly to avoid threats to human health and the environment.
- 11.3 Before commencing any construction activities involving soil or groundwater disturbance or dewatering, Purchaser will be solely responsible, at Purchaser's expense, for performing any due diligence reviews and surveys of the Property that may be necessary, desirable or prudent, including a human health risk assessment, and for incorporating institutional controls which minimize risks associated with occupancy of a structure on the Property. Purchaser understands that such reviews and surveys may determine the presence, nature

and character of any Hazardous Materials in soils and groundwater, if any. Purchaser must also implement such institutional controls, procedures and/or special industrial hygiene precautions as may be necessary, desirable or prudent based on Environmental Conditions encountered during construction and as required by Applicable Laws. Purchaser understands and acknowledges that any institutional controls, procedures and/or special industrial hygiene precautions will be Purchaser's sole responsibility and will be implemented at its sole cost and expense. Purchaser and its representatives will handle all permitting required for Purchaser's development of the Property, including all environmental permitting and documentation required by any regulatory agency. Purchaser will hold Seller harmless and indemnify Seller from and against any and all Claims which may arise as a result of Purchaser's failure to take such measures and precautions as are required by this Section 11.3.

- 11.4 Purchaser agrees that any and all soil and groundwater removal work performed by or on behalf of Purchaser at the Property will be performed by a licensed contractor or contractors under contract with Purchaser, at Purchaser's sole cost and expense. Any and all costs incurred by Purchaser to remove contaminated soil and/or groundwater from the Property will be borne by Purchaser, including costs associated with compaction and/or importing clean fill. All manifests for contaminated soil and/or contaminated groundwater removed from the Property will identify Purchaser as the generator, and Purchaser will indemnify Seller against any Claim associated with Purchaser's disposal of such contaminated material. Purchaser agrees to select a licensed disposal facility that meets federal, state and local laws and requirements.
- 11.5 Purchaser represents and warrants to Seller that, upon the effective date of the BSRA, Purchaser will comply with Purchaser's obligations under the BSRA and at no time will Purchaser withdraw as a party to the BSRA.
- 11.6 The provisions of this Section 11 will survive Closing and will be covenants running with the land binding on all future owners of the Property, or any portion thereof.

12. DAMAGE, DESTRUCTION AND CONDEMNATION

- 12.1 **Casualty.** Except as provided in this Agreement, Seller assumes all risk of loss or damage to the Property by fire or other casualty until Closing has occurred. If at any time on or prior to the conclusion of Closing any portion of the Property is destroyed or damaged as a result of fire or any other cause, Seller will promptly give written notice to Purchaser. If the estimated cost to repair the damage or destruction exceeds US\$50,000.00 as reasonably estimated by Seller, Purchaser and Seller will each have the right to terminate this Agreement by written notice to the other within ten (10) days following the date upon which Purchaser receives Seller's written notice of the destruction or damage. If neither Purchaser nor Seller elects to terminate this Agreement within the ten (10) -day period, or if the cost of repair is equal to or less than US\$50,000.00, this Agreement will remain in full force and effect and the Parties will proceed to Closing with a reduction or adjustment in the Purchase Price equal to the estimated cost to repair the damage as determined by Seller's insurance adjuster, and Seller will be entitled to retain all insurance proceeds which are compensable under its insurance policies in connection with the damage.
- 12.2 **Condemnation.** If, at any time on or prior to the Date of Closing, any action or proceeding is filed, under which the Property, or any portion of the Property, may be taken pursuant to

any Applicable Law, ordinance or regulation, or by condemnation or the right of eminent domain, Seller will promptly give written notice to Purchaser (which notice will describe the type of action being taken against the Property and which portions of the Property will be affected). Purchaser will have the right to terminate this Agreement by written notice to Seller within ten (10) days following the date upon which Purchaser receives Seller's written notice of the action or proceeding. If Purchaser does not elect to terminate this Agreement within the 10-day period, this Agreement will remain in full force and effect and the Parties will proceed to Closing without any reduction or adjustment in the Purchase Price, except that all condemnation proceeds will be assigned to Purchaser.

13. DEFAULT AND REMEDIES

13.1 Purchaser Default.

- (A) If Purchaser is in default of one or more of Purchaser's obligations under this Agreement other than a failure to timely close (for which there will be no notice and cure period), then Seller may give notice to Purchaser (with a copy to Escrow Agent) specifying the nature of the default. Purchaser will have five (5) days after receiving that notice, but in no event beyond the Closing Date, within which to cure that default. If Purchaser fails to cure that default within that period, then Seller's sole remedy for that default will be to terminate this Agreement by giving notice of that termination to Purchaser (with a copy to Escrow Agent) and receive the Deposit as liquidated damages. If Seller terminates this Agreement due to a Purchaser default, then Escrow Agent will immediately release and pay the Deposit to Seller.
- (B) Purchaser and Seller agree that the release and payment of the Deposit to Seller represents a reasonable estimation as of the effective date of Seller's damages in the event of Purchaser default under this Agreement, that actual damages would be impracticable or extremely difficult to ascertain, and that the provision for liquidated damages under this Agreement does not constitute a forfeiture or penalty. The Parties acknowledge that these damages have been specifically negotiated between themselves and are intended, among other things, to compensate Seller for taking the Property off the market, for Seller's costs and expenses associated with this Agreement and for Seller's lost opportunity costs. Purchaser waives the rights and benefits of any law, rule, regulation, or order now (or in future) existing that would allow Purchaser to Claim a refund of the Deposit as unearned earnest money, a penalty, or for any other reason. If a court determines that Seller is not entitled to receive the Deposit as a result of Purchaser's default, Seller will be entitled to seek all damages provided by Applicable Law.
- (C) By placing their initials below, each Party specifically confirms the accuracy of the statements made above and their full understanding of those statements. Notwithstanding anything to the contrary in this Agreement, the Parties agree that, in no event, will this liquidated damages provision limit Seller's rights or recourse with respect to (1) any indemnity provisions of this Agreement; (2) any default by Purchaser following the Closing Date of escrow; and (3) any attorneys' fees incurred by Seller in enforcing this Agreement or any other agreements. The parties further agree that in the event Seller makes a Claim for any of the matters described in Section 13.1(C)(1) through (3), all of Seller's rights, options and

remedies will be cumulative, and not one of them will be exclusive of the other. Seller will have, with respect to the matters described in Section 13.1(C)(1) through (3), the right to pursue any of these remedies or to seek damages in connection with the matters described in Section 13.1(C)(1) through (3) as in the event of any breach of the terms and conditions of this Agreement by Purchaser or to pursue any other remedy or relief which may be provided by law or in equity, whether or not stated in this Agreement.

Seller Initials: _____

^{DS}


Purchaser Initials: _____

13.2 **Seller Default.**

- (A) If Seller does any of the following: (1) fails to sell, transfer, and assign the Property to Purchaser in violation of the terms and conditions of this Agreement, (2) fails to perform any other material obligation of Seller under this Agreement after Seller has been given five (5) days' notice and opportunity to cure, (3) intentionally breaches any warranty made or granted by Seller under this Agreement, and this breach is not cured by the Closing Date, or (4) intentionally misrepresents any fact, or if any of the representations of Seller in this Agreement are not true, accurate, or complete in any material respect, Purchaser will as its sole and exclusive remedy, be entitled to (a) declare this Agreement to be null and void and demand and receive the return of the Deposit, at which point, neither Party will have any further rights, duties, or obligations under this Agreement except as otherwise provided in this Agreement and (b) to receive from Seller as liquidated damages the Liquidated Damages Amount.
- (B) Purchaser agrees that the Liquidated Damages Amount represents a reasonable estimation as of the effective date of Purchaser's damages in the event of Seller's default under this Agreement, that actual damages would be impracticable or extremely difficult to ascertain, and that the provision for liquidated damages under this Agreement does not constitute a forfeiture or penalty. The Parties acknowledge that these damages have been specifically negotiated between themselves and are intended, among other things, to compensate Purchaser for its costs and expenses associated with this Agreement. Purchaser specifically waives all rights (1) to file or record any lien or encumbrance against the Property, (2) to direct, incidental, consequential, or punitive damages, or (3) to seek specific performance of this Agreement and to record any *lis pendens*.
- (C) **Waiver of Default.** If Purchaser does not notify Seller of Seller's default or does not give Seller a notice of termination under Section 12, then (1) the default will be treated as waived by Purchaser and (2) at Closing, Purchaser will accept the Property subject to the default without any reduction in the Purchase Price and without any Claims against Seller on account of the default.

- 13.3 **Termination.** Upon any termination of this Agreement pursuant to any right of a Party to terminate under this Agreement, (A) the Deposit will be paid to the Party entitled to it, (B) 50% of the settlement fees and charges of the Escrow Agent (including escrow charges) due in connection with the transaction will be paid by each Party, (C) all documents deposited by Purchaser and Seller into escrow will be returned by the escrow agent to the

Party depositing them, and (D) copies of all Property Documents provided to Purchaser by Seller and all third party reports relating to the Inspections and studies obtained by Purchaser will be delivered to Seller, and the Parties will have no continuing liability to each other unless otherwise expressly stated in this Agreement.

- 13.4 **Attorneys' Fees.** If any legal action or proceeding, including arbitration, is brought for the enforcement or a declaration of any rights and duties under this Agreement, or because of an alleged dispute, breach, or default of any provisions of this Agreement, all arbitration fees and court costs will be paid equally, regardless of which Party prevails, and each Party will bear its own costs of legal representation and witness expenses.

13.5 **Right of First Refusal.**

- (A) If this Agreement is terminated by Purchaser pursuant to Section 13.2 (A), then in such event Seller grants to Purchaser a right of first offer to purchase the Property for a period of three (3) years from the date of such termination (the **"ROFR Period"**).
- (B) If within the ROFR Period Seller accepts a bona fide offer to purchase the Property or receives a bona fide purchase offer for the Property that Seller is willing to accept, to or from any third party purchaser other than an Affiliate of Seller, Seller shall notify Purchaser in writing of the same (the **"ROFR Notice"**), enclosing a copy of the proposed contract, letter of intent or other written offer for sale of the Property (any such contract, letter of intent, or other written offer is known as a **"Proposed Contract"**). Purchaser shall have until 5:00 pm Local Time on the date that is ten (10) Business Days following receipt of the ROFR Notice to Purchaser to notify Seller in writing that Purchaser elects to purchase the Property on the terms set forth in subsection (D) below (the **"ROFR Acceptance Notice"**).
- (C) If Purchaser fails to give Seller a ROFR Acceptance Notice prior to the expiration of such 10-Business Day period, Seller shall be entitled to enter into the Proposed Contract with such third party and to sell the Property to such third party. Notwithstanding the foregoing, if Purchaser fails to timely deliver the ROFR Acceptance Notice, and following such failure, Seller offers the Property for purchase on economic terms and conditions that are more favorable than the economic terms and conditions set forth in the ROFR Notice provided to Purchaser, then Seller shall deliver another ROFR to Purchaser including the new Proposed Contract. Purchaser shall deliver the ROFR Acceptance Notice within 10 Business Days of delivery of such subsequent ROFR Notice, which procedure will be repeated until Seller enters into an agreement for the sale of the Property which does not require Seller to deliver another ROFR Notice to Purchaser pursuant to the terms of this Section or Purchaser delivers the ROFR Acceptance Notice, as applicable.
- (D) If Purchaser gives Seller a ROFR Acceptance Notice prior to the expiration of the above described 10-Business Day period, then Seller and Purchaser shall enter into a purchase and sale agreement (the **"ROFR Purchase Agreement"**) for the sale and purchase of the Property on the same terms and conditions as set forth in this Agreement, except that the Due Diligence Period will be limited to thirty (30) days from the date of execution of such ROFR Purchase Agreement and the Closing

Date will be five (5) Business Days after expiration of the Due Diligence Period. Failure of Purchaser to enter into such ROFR Purchase Agreement on the terms and conditions set forth above within fifteen (15) days of Purchaser's delivery of the ROFR Acceptance Notice will terminate the first refusal rights of Purchaser set forth in this Section 13.5.

(E) During the ROFR Period, Seller shall not offer for sale or solicit or accept any offers for sale of less than all of the Property.

(F) This Section 13.5 will survive the termination or expiration of this Agreement.

14. NOTICES

14.1 All notices must be in writing and delivered by mail (postage prepaid), email, or by a recognized courier service under this Agreement and may be served by a Party or its attorney to the appropriate Party's address set out in the signature page of this Agreement or in each case to such other address as either Party may from time to time designate by giving notice in writing pursuant to Section 14 to the other Party. Email notices must clearly state that it is a notice given under the Agreement. Notice given under Section 14 must be delivered by mail or by a recognized courier service, not by email. Notices are effective when received by the Parties during the recipient's regular business hours.

14.2 Each Party may change its representative or contact information by giving notice to the other Party. The new representative or contact information set out in the notice replaces the representative or contact information in the signature page of this Agreement.

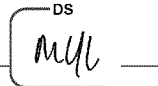
14.3 Notices which do not comply with the requirements of this Agreement are ineffective and do not impart actual or any other kind of notice.

15. GOVERNING LAW AND RESOLUTION OF DISPUTES

15.1 **GOVERNING LAW.** THE AGREEMENT AND ITS SUBJECT MATTER, AND THE CONTRACTUAL AND NON-CONTRACTUAL RIGHTS AND OBLIGATIONS OF THE PARTIES ARISING OUT OF OR IN CONNECTION WITH THE FOREGOING, ARE GOVERNED BY AND INTERPRETED UNDER THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CHOICE OF LAW RULES, EXCEPT THAT THE RULES OF THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-16 GOVERN (THE "ACT") THIS SECTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, 1980 (KNOWN AS "THE VIENNA SALES CONVENTION") DOES NOT APPLY TO THE AGREEMENT.

15.2 **RESOLUTION OF DISPUTES.** THE PARTIES WILL EXCLUSIVELY AND FINALLY RESOLVE ANY DISPUTE BETWEEN THEM USING DIRECT NEGOTIATIONS, MEDIATION, AND THEN ARBITRATION AS SET OUT IN SECTION 15.4. IF ANY DISPUTE ARISES OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING ANY QUESTION REGARDING ITS EXISTENCE, VALIDITY, OR TERMINATION, EITHER PARTY MAY INITIATE THE DISPUTE RESOLUTION PROCESS BY GIVING NOTICE TO THE OTHER PARTY SETTING OUT, IN WRITING AND IN DETAIL, THE ISSUES IN DISPUTE AND THE VALUE OF THE CLAIM.

- 15.3 **MEDIATION.** IF THE DISPUTE CANNOT BE RESOLVED BY DIRECT NEGOTIATIONS WITHIN 30 DAYS FROM THE DATE OF WRITTEN NOTICE INITIATING THE DISPUTE RESOLUTION PROCESS, EITHER PARTY MAY INITIATE MEDIATION BY GIVING NOTICE TO THE OTHER PARTY. MEDIATION MUST BE ATTENDED BY A REPRESENTATIVE FROM EACH PARTY WITH DECISION-MAKING AUTHORITY. THE PLACE OF MEDIATION WILL BE IN ORLANDO, FLORIDA.
- 15.4 **ARBITRATION OF DISPUTES.** IF THE PARTIES FAIL TO RESOLVE THE DISPUTE WITHIN 60 DAYS FROM THE DATE OF THE NOTICE OF MEDIATION, THEN THE DISPUTE MUST BE FINALLY RESOLVED BY BINDING ARBITRATION AND EITHER PARTY MAY INITIATE ARBITRATION BY GIVING NOTICE TO THE OTHER PARTY. ONE ARBITRATOR (OR THREE ARBITRATORS IF THE MONETARY VALUE OF THE DISPUTE IS MORE THAN US\$5,000,000) WILL CONDUCT THE PROCEEDINGS IN ACCORDANCE WITH THE INTERNATIONAL INSTITUTE FOR CONFLICT PREVENTION AND RESOLUTION (“CPR”) RULES FOR ADMINISTERED ARBITRATION WHICH ARE DEEMED TO BE INCORPORATED BY REFERENCE INTO THIS SECTION. TO THE EXTENT OF ANY CONFLICTS BETWEEN THE ACT OR CPR RULES AND THE PROVISIONS OF THIS CONTRACT, THE PROVISIONS OF THIS CONTRACT PREVAIL. THE CPR IS THE APPOINTING AUTHORITY FOR THE ARBITRATOR(S). THE SEAT OF ARBITRATION WILL BE IN ORLANDO, FLORIDA. ALL ARBITRATION FEES AND COSTS WILL BE PAID EQUALLY, REGARDLESS OF WHICH PARTY PREVAILS. THE ARBITRATION AWARD IS FINAL AND BINDING, AND THE ARBITRATORS SHOULD USE THEIR BEST EFFORTS TO ISSUE THE AWARD WITHIN 90 DAYS FROM COMPLETION OF THE ARBITRATION HEARING. ANY COMMUNICATIONS AND DOCUMENTS RELATED TO THE DISPUTE WILL BE CONFIDENTIAL AND MAY NOT BE DISCLOSED TO ANY THIRD PARTY OR USED FOR ANY OTHER PURPOSES, EXCEPT TO THE EXTENT THAT DISCLOSURE IS NECESSARY TO FULFILL A LEGAL OBLIGATION OR TO PROTECT A LEGAL RIGHT. REGARDLESS OF THE REQUIREMENT TO ARBITRATE, THE FOLLOWING PROCEEDINGS MAY BE BROUGHT IN ANY COURT HAVING JURISDICTION OVER THE PERSON OR ASSETS OF THE NON-PREVAILING PARTY: PROCEEDINGS TO (A) PRESERVE PROPERTY PENDING DETERMINATION BY THE ARBITRATOR(S), (B) ENFORCE THE CONFIDENTIALITY OR DATA PROTECTION OBLIGATIONS UNDER THE CONTRACT, THE FAILURE OF WHICH TO ENFORCE THE PARTIES AGREE WOULD CAUSE IRREPARABLE HARM, OR (C) ENFORCE A JUDGMENT ENTERED ON AN ARBITRATION AWARD.

PURCHASER’S INITIALS: _____ **SELLER’S INITIALS** _____ 

16. MISCELLANEOUS

- 16.1 **Successors Bound.** This Agreement will be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.
- 16.2 **Public Announcements.**

- (A) Purchaser will not make any use of Seller Group's names, images, logos, or trademarks without obtaining Seller's prior written consent.
 - (B) Each Party will submit proposed notices, announcements, or press releases regarding the execution of this Agreement or the consummation of the Transaction to the other Party for prior review and approval, not to be unreasonably withheld, conditioned or delayed. Except as required by any mandatory notice or announcement, the release of reserve estimates in any announcement is expressly prohibited. The foregoing will not apply to any notices required as part of Purchaser obtaining permits and approvals.
 - (C) If a Party is required to make any mandatory notice or announcement required under Applicable Law, by the stock exchange upon which a Party's or Affiliate of such Party's shares are quoted or any similar regulatory body of any other jurisdiction, then prior approval by the other Party is not required, but the Party will use its reasonable efforts to allow the other Party reasonable time to comment on such notice or announcement in advance of its issuance.
- 16.3 **Captions.** The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement.
- 16.4 **No Partnership.** Nothing contained in this Agreement will be construed to create a partnership or joint venture between the Parties or their successors in interest or permitted assigns.
- 16.5 **Time of Essence.** Time is of the essence with respect to each and every term, condition, obligation, and provision of this Agreement. Failure to timely perform any of the terms, conditions, obligations, or provisions by either Party will constitute a breach of and a default under this Agreement by the Party failing to perform. In calculating any period provided for in this Agreement, the number of days allowed will refer to calendar and not Business Days, unless otherwise specified.
- 16.6 **Business Days.** If any date for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice should fall on a Saturday, Sunday, or Legal Holiday, then compliance with such obligations or delivery will be deemed acceptable on the next Business Day following a Saturday, Sunday, or Legal Holiday.
- 16.7 **Recordation.** Purchaser and Seller agree not to record this Agreement or any memorandum of this Agreement.
- 16.8 **Proper Authority and Execution.** Each of the Parties and their officers represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority. This Agreement will have no binding force and effect on either Party unless and until both Purchaser and Seller will have executed and delivered this Agreement.
- 16.9 **Waiver.** No waiver by either Party of this Agreement's terms, provisions, or conditions is effective unless specifically evidenced in writing and signed by or on behalf of the Party

granting such waiver. A Party's failure to pursue remedies for breach of this Agreement does not constitute a waiver by a Party of any breach of this Agreement or raise any defense against Claims against a Party for breach of this Agreement. The waiver or failure to require the performance of any covenant or obligation contained in this Agreement or to pursue remedies for breach of this Agreement does not waive a later breach of that covenant or obligation.

- 16.10 **Confidentiality.** Except as otherwise prohibited by laws governing disclosure of public documents, including, but not limited to, Chapter 119, Florida Statutes, to the extent applicable to any "public record," until Closing, Purchaser and its partners, attorneys, agents, employees, and consultants will treat the information disclosed to it by Seller as confidential, giving it the same care as Purchaser's own confidential information, and make no use of any Seller-disclosed information not independently known to Purchaser except with the transactions contemplated by this Agreement. If this Agreement is terminated, Purchaser will promptly return copies of all Seller's confidential information to Seller]

17. ESCROW AGREEMENT

By its acknowledgment below, Escrow Agent agrees to deposit the Deposit in a non-interest-bearing account, subject to the receipt from Purchaser of a form W-9 for the purposes of investing Deposit funds and to hold and disburse Deposit funds, as described in this Section, and to otherwise be bound by and perform the terms of this Agreement as and to the extent the Agreement terms apply to Escrow Agent. Upon written notification from Seller or Purchaser in accordance with the terms of this Agreement, Escrow Agent will release the funds in accordance with the written instructions. In the event of a Dispute between any of the Parties sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent will be entitled to tender unto the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Agreement, together with such legal pleading as it deems appropriate, and at that point be discharged. *For purposes of complying with Internal Revenue Code Section 6045(e), as amended effective January 1, 1991, Escrow Agent is hereby designated as the "person responsible for closing the transaction" and also as the "reporting person," for purposes of filing any information returns with the Internal Revenue Service concerning this transaction, as required by Applicable Law.*

18. ADDITIONAL OBLIGATIONS

- 18.1 **Conflict of Interest.** No Purchaser Group will in connection with the Agreement: (A) enter into any business arrangement with any director, employee, or agent of Seller, or any of its Affiliates (other than as a representative of Seller or any Affiliate of Seller) without Seller's prior written consent or (B) give to or receive from any director, employee, or agent of Seller or any of its Affiliates anything that is more than a nominal cost or value. Purchaser will ensure that Purchaser Group members comply with this Section.
- 18.2 **Termination.** Prior to Closing, Seller may, in its sole option, terminate this Agreement with immediate effect for any violation of Section 18.1 or Section 18.2 or breach of the warranty set out in Section 5.3.
- 18.3 **Records and Inspection.** For 24 months from the end of the calendar year or the Closing Date in which the Agreement is completed or terminated, (A) Purchaser will ensure that Purchaser Group members retain all records related to the Agreement (or until expiry of

the statute of limitations for taxes) and (B) Seller (or its representative) may inspect, at no cost to Seller and at any time, all records to confirm compliance with the Agreement.

19. GENERAL PROVISIONS

- 19.1 **Prior Agreements.** This Agreement supersedes all prior or contemporaneous representations, agreements, understandings, and commitments between the Parties concerning the subject matter and comprises the complete and exclusive agreement between the Parties. Seller and Purchaser each acknowledge that they have read this Agreement in its entirety and agree to be bound by the terms and provisions of this Agreement, and that each have had the opportunity to be represented by legal counsel of their choice in the negotiation of this Agreement.
- 19.2 **Amendment.** No amendment to this Agreement is effective unless made in writing and signed by authorized representatives of both of the relevant Parties, expressly identified as an amendment to this Agreement and delivered to both Parties.
- 19.3 **Assignments.** This Agreement is binding on and inures for the benefit of the rightful successors and permitted assigns of the Parties, but the rights, duties, and obligations of Purchaser under this Agreement may not be assigned, in whole or in part, without Seller's prior consent to the assignment, which consent, in the event of an assignment by Purchaser to an Affiliate, will not be unreasonably delayed or withheld provided that if an Affiliate ceases to be an Affiliate of Purchaser, it will promptly assign this Agreement back to Purchaser. The City may assign its rights and obligations to Montierre without the consent of Seller provided the City gives Seller not less than three (3) Business Days' notice of such assignment and Montierre assumes the rights, obligations, indemnities and liabilities of Purchaser under this Agreement. Notwithstanding any contrary provision of this Agreement, in the event of assignment by the City of its rights and obligations under this Agreement (including without limitation, an assignment to Montierre), the City will remain responsible to Seller for all obligations, indemnities, and liabilities due to Seller under this Agreement, unless and until expressly released in writing by Seller, in Seller's sole discretion.
- 19.4 **Third Party Rights.** Except as otherwise stated in this Agreement, no third party has any rights under this Agreement or may enforce any provision in this Agreement.
- 19.5 **Severability.** Each provision of this Agreement is severable and if any provision is determined to be invalid, unenforceable, or illegal under any existing or future law by a court or arbitrator of competent jurisdiction or by operation of any Applicable Law, this invalidity, unenforceability, or illegality does not impair the operation of or affect those portions of this Agreement that are valid, enforceable, and legal so long as the economic or legal substance of the transaction contemplated by this Agreement is not affected in any manner adverse to any Party. Upon a determination that any term or other provision or part of this Agreement is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transaction contemplated by this Agreement is fulfilled to the extent possible.
- 19.6 **Survival of Certain Obligations.** Despite termination of this Agreement for any reason, all provisions in this Agreement containing waivers, disclaimers, releases, defense

obligations, and indemnities, and all provisions relating to remedies, audit, records retention, confidentiality, taxes, conflicts of interest, improper payment, insurance, limitations of liability, ownership or use, or return of information subject to confidentiality obligations under this Agreement, Dispute resolution and governing law, and all causes of action, survive indefinitely until, by their respective terms, they are no longer operative, or are otherwise limited by an applicable statute of limitations. Each of the obligations and undertakings set out in this Agreement which are not fully performed at Closing continue in force after Closing.

- 19.7 **Drafting.** Each Party has participated in the preparation of this Agreement and has had the opportunity to consult with legal counsel and any other advisors of its choice to its satisfaction regarding the terms and conditions of this Agreement. As a result, the rule of construction that an agreement be construed against the drafter will not be asserted or applied to this Agreement.
- 19.8 **Costs and Expenses.** Each Party will pay its own costs and expenses in relation to the preparation, negotiation, and execution of this Agreement and the documents contemplated or executed pursuant to this Agreement.
- 19.9 **Counterparts; Methods of Exchange.** The exchange of counterpart signature pages between the Parties constitutes execution and delivery of this Agreement. No Party will be bound to this Agreement unless and until all Parties have executed and delivered a counterpart. Execution may be accomplished using an electronically verifiable method. Executed signature pages sent by email scan or otherwise by photocopy are valid means of delivery. For purposes of assembling all counterparts into one document, Seller is authorized to detach the signature page from one or more counterparts and, after signature by the respective Party, attach each signed signature page to a counterpart.
- 19.10 **PDF Signatures.** In order to expedite the transaction contemplated by this Agreement, PDF signatures may be used in place of original signatures on this Agreement. Seller and Purchaser intend to be bound by the signatures on the PDF document, are aware that the other Party will rely on the PDF signatures, and each waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

The remainder of this page is intentionally left blank.

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS PROVISIONS REGARDING INDEMNITIES AND WARRANTIES THAT EXPRESS THE AGREEMENT OF THE PARTIES CONCERNING CLAIMS ARISING OUT OF THIS AGREEMENT.

The Parties have executed this Agreement as evidenced by the following signatures of authorized representatives of the Parties:

SELLER:

**CHEVRON LAND AND DEVELOPMENT
COMPANY**

Signature:

DocuSigned by:
Michelle Y. Long
F5B6F55FD8DC4B8...

Name: Michelle Y. Long

Title: Director

PURCHASER:

CITY OF OCOEE

Signature:

Name: Rusty Johnson

Title: Mayor

Attest: _____
Melanie Sibbitt
City Clerk

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

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this __ day of _____,
2023.

SHUFFIELD LOWMAN & WILSON, P.A.

By: _____
City Attorney

ADDRESS FOR NOTICES (SELLER)

ADDRESS FOR NOTICES (PURCHASER)

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS PROVISIONS REGARDING INDEMNITIES AND WARRANTIES THAT EXPRESS THE AGREEMENT OF THE PARTIES CONCERNING CLAIMS ARISING OUT OF THIS AGREEMENT.

The Parties have executed this Agreement as evidenced by the following signatures of authorized representatives of the Parties:

SELLER:

PURCHASER:

**CHEVRON LAND AND DEVELOPMENT
COMPANY**

CITY OF OCOEE

Signature:

Signature:

Name: [Insert Authorized Signatory Name]

Name: Rusty Johnson

Title: [Insert Authorized Signatory Title]

Title: Mayor

Attest: Melanie Sibbitt
City Clerk

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON May 18, 2023, UNDER
AGENDA ITEM NO. 1.

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this 18th day of May,
2023.

SHUFFIELD LOWMAN & WILSON, P.A.

By:
City Attorney

ADDRESS FOR NOTICES (SELLER)

ADDRESS FOR NOTICES (PURCHASER)

Seller Address:

Chevron Land and Development Company
1500 Louisiana St., 38th Floor
Houston, Texas 77002
Attn: Rainier Viera
Email: RViera@chevron.com

Purchaser's Address:

City of Ocoee, Florida
1 N. Bluford Ave.
Ocoee, Florida 34761
Attn: Robert D. Frank, City Manager
Email: rfrank@occoee.org

With Copy To:

Shuffield, Lowman & Wilson, P.A.
1000 Legion Place, Suite 1700
Orlando, Florida 32801
Attn: Scott A. Cookson, City Attorney
email: scookson@shuffield.com
Phone: 407-581-9715

ACKNOWLEDGMENT OF ESCROW AGENT

The undersigned acknowledges receipt of the Deposit referred to in this Agreement and agrees to perform the obligations of the Escrow Agent with respect to the Deposit as provided.

Signature:

Date: _____ **BAKER & HOSTETLER LLP** _____

By: _____

Name: _____

Title: _____

EXHIBIT A – REAL PROPERTY DESCRIPTION

The land referred to herein below is situated in the County of Orange, State of Florida, and described as follows:

That portion of the East One Half (1/2) of the Northwest One Quarter (1/4) and the West One Half (1/2) of the Northeast One Quarter (1/4) lying East of State Road 437 and South of Fuller's Cross Road of Section 7, Township 22 South, Range 28 East, Orange County, Florida. Being more particularly described as follows:

That portion of Section 7, Township 22 South, Range 28 East, Orange County, Florida described as follows:

Commence at the North 1/4 corner of aforesaid Section 7, thence South 01°22'35" West along the West line of the Northeast 1/4 of Section 7 for 30.01 feet to the South line of the North 30.00 feet of Section 7 and the Southerly Right-of-Way line of Fullers Cross Road as shown on Orange County Bond Project Book Number 5, sheets 5 and 6; to the Point of Beginning; thence South 89°50'45" East along said South line of North 30.00 feet of the Northeast 1/4 of Section 7 and Southerly Right-of-Way line for 1280.94 feet to the East line of the West 1/2 of the Northeast 1/4 of aforesaid Section 7; thence South 00°45'45" West along said East line for 2431.28 feet to the East-West center section line; thence South 87°15'02" West along said center section line for 1363.49 feet to the Easterly Right-of-Way line of former State Road No. 437, now known as Ocoee Apopka Road as shown in Road Plat Book 1, Pages 119 through 126 of the Public Records of Orange County, Florida; thence from a tangent bearing of North 12°53'57" West run Northerly along the aforementioned Easterly Right-of-Way line and the arc of a curve concave Westerly having a radius of 1941.86 feet through a central angle of 03°16'26" to a point; thence continue along said Easterly Right-of-Way line the following courses; North 16°17'16" West for 516.18 feet; thence North 16°00'04" West for 1,000.00 feet; thence North 15°24'56" West for 407.21 feet; thence North 07°30'17" West for 546.15 feet to the aforementioned Southerly Right-of-Way line of Fullers Cross Road; thence North 89°51'50" East along said Southerly Right-of-Way line for 741.16 feet to the Point of Beginning.

Less and Except that parcel conveyed to the City of Ocoee in that certain Right-Of-Way Deed to City of Ocoee recorded January 23, 2019 in Instrument No. 20190042931, being more particularly described as follows:

A parcel of land. Being a portion of that certain Special Warranty Deed, as recorded in Official Records Book 8386, Page 3045, Public Records of Orange County, Florida, lying in Section 7, Township 22 South, Range 28 East, being described as follows:

Commence at the North quarter corner of aforesaid Section 7 for a point of reference; thence run South 01° 03' 52" West, along the West line of the Northeast quarter of said Section 7, a distance of 30.01 feet to the point of beginning, said point lies on the South right-of-way line of Fullers Cross Road, as per Orange County Bond Project Book Number 5, Sheets 5 and 6; thence run North 89° 50' 37" East, along said South right-of-way line, 1280.94 feet to the East line of the West half of the Northeast quarter of aforesaid Section 7; thence departing said South right-of-way line, run South 00° 27' 01" West, along said East line, 20.00 feet; thence departing said East line, run South 89°50'37" West, 1281.16 feet; thence run South 89°43'45" West, 648.52 feet to the point of curvature of a curve concave Southeasterly; thence run Southwesterly, along said curve, having a radius of 50.00 feet, a central angle of 95°09'26", an arc length of 83.04 feet, a chord length of 73.82 feet and a chord bearing of South 42°09'02" West to the point of tangency; thence run South 05°25'41" East, 266.84 feet to the point of curvature of a curve concave Northeasterly; thence run Southeasterly, along said curve, having a radius of 1849.90 feet, a central angle of 10°47'31", an arc length of 348.43 feet, a chord length of 347.92 feet and a chord bearing of South 10°49'27" East to

the point of tangency; thence run South 16°13'12" East, 1773.29 feet; thence run South 15°21'49" East, 59.23 feet; thence run South 13°39'03" East, 55.93 feet to a point lying on the South line of the Northwest quarter of said Section 7; thence run South 86°56'26" West, along said South line, 28.44 feet to a point lying on the Easterly right-of-way line of Ocoee-Apopka Road, as recorded in Road Plat Book 1, Pages 119 through 126 of said public records; said point also lies on a non-tangent curve, concave Southwesterly; thence run Northwesterly, along said Easterly right-of-way line and said non-tangent curve, having a radius of 1941.86 feet, a central angle of 03°11'30", an arc length of 108.17 feet, a chord length of 108.15 feet and a chord bearing of North 14°37'29" West to the point of tangency; thence continue along said Easterly right-of-way line, the following five (5) courses: North 16°13'13" West, 16.18 feet; thence run North 16°20'06" West, 500.00 feet; thence run North 16°02'55" West, 1000.00 feet; thence run North 15°27'46" West, 407.21 feet; thence run North 07°33'07" West, 524.34 feet; thence run North 05°25'43" West, 24.17 feet to a point lying on the aforesaid South right-of-way line of Fullers Cross Road; thence run North 89°43'45" East, along said South right-of-way line, 740.70 feet to the point of beginning.

END OF EXHIBIT A

EXHIBIT B – DEED**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:****Prepared by:**

Baker & Hostetler, LLP
 SunTrust Center, Suite 2300
 200 South Orange Avenue
 Orlando, FL 32801-3432
 (407) 649-4000

RETURN TO:

SPECIAL WARRANTY DEED

THE STATE OF FLORIDA §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF _ORANGE §

THAT THE UNDERSIGNED, CHEVRON LAND AND DEVELOPMENT COMPANY, a Delaware corporation (“**Grantor**”), whose address is 6001 Bollinger Canyon Road, V1356B, San Ramon, California 94583-2324, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration paid to Grantor by _____, a _____ (“**Grantee**”), the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, whose address is _____, all that certain real property in Orange County, Florida being more particularly described in **Exhibit “A”** attached hereto and made part hereof for all purposes (the “**Land**”), together with any and all improvements located on the Land, including without limitation, any and all buildings or other structures and the fixtures attached thereto, fencing and groundwater monitoring wells (the “**Improvements**”) and all of Grantor’s right, title and interest in and to (i) all easements, tenements, hereditaments, appurtenances, development rights, and other benefits, if any, pertaining to or affecting the Land; (ii) any land lying in the bed of any dedicated street, alley, road or avenue (before or after vacation thereof and whether previously abandoned or vacated or hereafter abandoned or vacated) in front of or adjoining the Land to the center line thereof; (iii) any strip, hiatus, gore, gap or boundary adjustment area adjoining or affecting the Land; (iv) all minerals, oil, gas and other hydrocarbon substances in, under, or that may be produced therefrom; and (v) all riparian and other water rights relating to the Land and all right, title or interest of Seller in any body of water situated on, under or adjacent to the Land (collectively, the “**Property**”).

This conveyance is made and accepted subject to those certain matters set forth on **Exhibit “B”** attached hereto and made a part hereof for all purposes (the “**Permitted Exceptions**”).

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Land unto Grantee, and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject only to the Permitted Exceptions.

Grantor hereby adopts, establishes, and imposes upon the Property the following restrictions and covenants (the "Protective Covenants") and declares the Protective Covenants applicable to the Property, including any and all portions thereof:

1. No use shall be made of Property groundwater, either on or off the Property, except for the purposes of investigating or remediating Property groundwater.
2. The Property shall be used only for the following purposes: mixed use development consisting of recreational fields (including ancillary uses such as dugouts, locker rooms, batting cages, restrooms, concession stands, bleachers, etc.), commercial (including restaurants and retail stores), parking, office and hotel (including hotel amenities and conference centers) uses. Specifically, the Property shall not be used for residential uses, day care centers, children's homes, nursing homes, schools (including preschools, elementary schools, and secondary schools), hospitals and other similar uses.

The foregoing Protective Covenants shall run with the title to the Property and shall be binding upon all persons having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of and be enforceable by Grantor, its successors and assigns, excluding Grantee and any future record fee title owner of the Property and its/their successors and assigns as the owner or owners of all or any portion of the Property, whether acquired by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise (a "Property Owner"). The Protective Covenants may be terminated or amended by the written consent of Grantor.

Property Owner, by Property Owner's acceptance of a deed or conveyance of the Property or any portion thereof, covenants and agrees, as a covenant running with the title to the Property binding upon Property Owner, and Property Owner's heirs, successors and assigns as owners of any portion of the Property and inuring to the benefit of Grantor, that neither Property Owner nor any of Property Owner's heirs, successors, assigns, tenants, lessees, occupants, licensees, or invitees or any other person holding or using the Property or any portion thereof will use or be permitted to use any portion of the Property or conduct or be permitted to conduct any operation on any portion of the Property in a manner that violates the foregoing Protective Covenants.

Ad valorem taxes and special assessments, if any, against the Property for the year 20__ have been prorated between Grantor and Grantee as of the date of this Special Warranty Deed and Grantee expressly assumes liability for payment of taxes and assessments for the current year and subsequent years.

[Signature Pages Follow]

SIGNATURE PAGE OF GRANTOR

EXECUTED to be effective the ____ day of _____, 20__ (the “**Effective Date**”).

GRANTOR:

Signed, sealed and delivered
in the presence of:

Print Name: _____

By _____

Name: _____

Title: _____

Print Name: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

)

COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Notary Public Signature

Exhibit “A” – Legal Description (to be attached)

Exhibit “B” – Permitted Exceptions (to be attached)

END OF EXHIBIT B

EXHIBIT C – ACCESS AGREEMENT

SITE ACCESS AGREEMENT (Outdoor)

This **SITE ACCESS AGREEMENT** (this “**Agreement**”) is between **CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY**, a California corporation (“**EMC**”), and _____, a _____ (“**Grantor**”), hereinafter referred to individually as a “**Party**” and collectively as “**Parties.**”

RECITALS

- A. Grantor holds record title to the property commonly known as Eagle Creek at Ocoee, as depicted on Exhibit A (the “**Property**”).
- B. EMC’s Affiliate, Chevron Land and Development Company, operated an agricultural research facility on the Property.
- C. EMC seeks Grantor’s authorization to access the Property to conduct the Work and Grantor is willing to grant EMC access to the Property to conduct the Work, all pursuant to the terms of this Agreement.

TERMS AND CONDITIONS

1. DEFINITIONS, INTERPRETATION, AND EXHIBITS

- 1.1 **Definitions.** In this Agreement, these capitalized words or expressions have the following meanings:

“**Affiliate**” means any legal entity that controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to “control” another if it owns directly or indirectly at least 50% of the shares or interests entitled to vote.

“**Agency**” means the Florida Department of Environmental Protection or other governmental agencies having jurisdiction over environmental matters at the Property.

“**Agreement**” has the meaning set out in the introductory paragraph and includes all exhibits listed in Section 1.2 (Interpretation and Exhibits).

“**Applicable Law**” means any law, regulation, statute, code, rule, order, guidelines, memoranda, permit, policy, license, certification, decree, or standard having the effect of law or similar legally effective measure that applies to this Agreement.

“**EMC**” has the meaning set out in the introductory paragraph.

“**EMC Group**” means EMC, its Affiliates, its joint interest owners, contractors, and suppliers of any tier, and the shareholders, directors, officers, employees, and agents of all of them.

“**Effective Date**” means the latest date on the signature page when all Parties have signed this Agreement.

“**Grantor**” has the meaning set out in the introductory paragraph.

“**Party**” and “**Parties**” has the meaning set out in the introductory paragraph.

“**Property**” has the meaning set out in the Recitals.

“**Work**” means all the activities necessary to abandon existing monitoring wells located on the Property.

- 1.2 **Interpretation and Exhibits.** The words “includes” and “including” are illustrative, not limiting, and the word “or” is not exclusive. Any exhibit attached to this Agreement or made available via a hyperlink is part of this Agreement. If a conflict exists between the terms of an exhibit and this Agreement, the Agreement prevails. The following exhibit(s) are attached and made part of this Agreement:

- (a) Exhibit A – Property Description.

2. SCOPE AND PURPOSE

- 2.1 **Rights Granted and Purpose.** Grantor grants to any EMC Group member a license over, under, and across the Property for the purpose of performing the Work. Grantor shall cooperate with EMC Group to effect the terms of this Agreement, including, if necessary, the execution of additional documents to obtain Agency permits or approvals to install, abandon, or remove EMC’s equipment.
- 2.2 **Performance of the Work.**
- (A) EMC shall conduct and perform the Work in a prompt, safe, efficient, and workmanlike manner, and in compliance with all Applicable Law.
- (b) EMC shall give Grantor advance notice before the first entry to the Property to conduct the Work, specifying the date and approximate time when Work at the Property will commence.
- (c) EMC shall perform all Work conducted under this Agreement at its sole cost and expense.
- 2.3 **Restoration.** If entry onto the Property by any member of EMC Group or exercise by EMC of any of its rights or obligations under this Agreement results in any physical damage to the Property (ordinary wear and tear and legal abandonment of subsurface equipment excepted), EMC shall promptly repair and restore the portions of the Property damaged to substantially the same condition as existed prior to the damage.
- 2.4 **Agency Communications.** EMC shall promptly provide Grantor with copies of all final reports and other communications submitted to the Agency regarding the Work. Further, Grantor shall provide EMC with copies of any communications to the Agency regarding the Work.

- 2.5 **Notice to EMC Prior to Construction.** During the term of this Agreement, Grantor shall give EMC at least 90 days advance written notice prior to any change in the intended use of the Property or construction which could impact or damage EMC's equipment on the Property.

3. TERM

- 3.1 **Term.** This Agreement is effective from the Effective Date and terminates when EMC has completed the Work and any restoration obligation under Section 2.3 (Restoration).

4. LIABILITY AND INDEMNITY

- 4.1 **NO ADMISSION OF LIABILITY.** The Parties acknowledge and agree that this Agreement, the act of entering into it, and any act or omission pursuant to this Agreement will not be construed as an admission of any nature.
- 4.2 **INDEMNITY.** Subject to Section 4.4 (Limitation on Classes of Damages), EMC shall indemnify, defend, and hold harmless Grantor and its employees, successors, and assigns from and against any claims brought against Grantor or any of its employees, successors, and assigns within 24 months after termination of this Agreement for personal injury or for physical damage to real or personal property arising out of the performance of the Work on the Property by EMC Group, to the extent caused by the negligence, breach of any obligation, fault, or liability of EMC Group, except to the extent that such damages or claims are due to the reckless, negligent, or intentional acts or omissions of Grantor or any of its employees, successors, and assigns.
- 4.3 **LIENS.** EMC shall discharge at once, or bond, or otherwise secure against all liens and attachments that are filed in connection with the Work, and within 24 months after termination of this Agreement shall indemnify, defend, and hold Grantor and the Property harmless from and against any and all loss, damage, injury, liability, and claims thereof resulting directly from such liens and attachments.
- 4.4 **LIMITATION ON CLASSES OF DAMAGES.** As to claims arising from this Agreement or the performance of the Work on the Property by EMC Group, no Party is liable to any other Party for any of the following: (A) indirect or consequential loss; (B) loss of profits, loss of prospective economic advantage or benefit, or loss of business opportunity, whether direct or indirect; or (C) punitive or exemplary damages.

5. INSURANCE

- 5.1 EMC will require contractors who perform the Work under this Agreement to maintain all insurance required by law and liability insurance coverage in accordance with the contractors' service agreements.

6. GOVERNING LAW AND RESOLUTION OF DISPUTES

- 6.1 **Governing Law.** This Agreement is governed by and interpreted in accordance with the law of the State of Florida, without regard to its choice of law rules, except that the substantive and procedural rules of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 govern Section 6.2 (Resolution of Disputes).

- 6.2 **Resolution of Disputes.** If a dispute arises between the Parties relating to this Agreement, the Parties agree to resolve the dispute first by negotiation in good faith. If the dispute cannot be resolved by direct negotiation, the Parties agree to mediate the dispute before initiating litigation or arbitration. All mediation and arbitration fees and costs must be paid equally and each Party shall bear its own attorneys' fees and costs in connection with such mediation and arbitration.

7. GENERAL PROVISIONS

- 7.1 **Records and Inspection.** Up until 24 months from the end of the calendar year in which this Agreement is terminated, (A) Grantor shall retain all records related to this Agreement and, (B) EMC may inspect at any time all records to confirm that the requirements of this Agreement are met.
- 7.2 **Prior Agreements.** This Agreement supersedes all prior and contemporaneous representations, agreements, understandings, and commitments between the Parties concerning the subject matter of this Agreement.
- 7.3 **Amendments.** No amendment to this Agreement is effective unless made in writing and signed by authorized representatives of all Parties.
- 7.4 **Notices.** All notices must be in writing and delivered by mail (postage prepaid), email, or by a recognized courier service to the appropriate Party's address set out in this Agreement. Email notices must clearly state that it is a notice given under this Agreement. Notices are effective when received by the recipient during the recipient's regular business hours.
- 7.5 **Counterparts.** The exchange of counterpart signature pages between the Parties constitutes execution and delivery of this Agreement. Executed signature pages sent by email scan or otherwise by photocopy are valid means of delivery.
- 7.6 **Severability and Savings.** Each provision of this Agreement is severable and any determination of invalidity does not affect any other provision.
- 7.7 **Binding Effect.** This Agreement will be binding on and inure for the benefit of the rightful successors and permitted assigns of the Parties.
- 7.8 **Assignment and Transfer.** Each Party may, at any time without the other Party's consent, assign or transfer this Agreement to any party who either owns the Property or will perform the Work. Further, Grantor shall provide EMC with 30 days prior written notice of any such assignment or transfer and shall provide a copy of this Agreement to any and all transferees.

The remainder of the page intentionally left blank.

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS PROVISIONS REGARDING INDEMNITIES THAT EXPRESS THE AGREEMENT OF THE PARTIES CONCERNING CLAIMS ARISING OUT OF THIS AGREEMENT.

The Parties have executed this Agreement as evidenced by the following signatures of authorized representatives of the Parties:

EMC:

CHEVRON ENVIRONMENTAL
MANAGEMENT COMPANY

GRANTOR:

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

AGREEMENT NOTICES

Attention:

[Insert Name], Claims &
Agreements Specialist, Terminal
No. _____

Email:

[Insert Notices Email]

Phone:

[Insert Phone]

Address:

Chevron Environmental
Management Company
1500 Louisiana Street,
Floor 38135
Houston, Texas 77002

AGREEMENT NOTICES

Attention:

[Insert Name]

Email:

[Insert Notices Email]

Phone:

[Insert Phone]

Address:

[Insert Notices Address]
[Insert City, State Zip]

Exhibit A -Property Description (to be attached)

END OF EXHIBIT C

EXHIBIT D – DISCLOSURE NOTICE

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Baker & Hostetler, LLP
200 South Orange Avenue
Suite 2300
Orlando, FL 32801-3432
(407) 649-4000
Attn: David L. Evans, Jr.

DISCLOSURE NOTICE

KNOW ALL MEN BY THESE PRESENTS:

CHEVRON LAND AND DEVELOPMENT COMPANY, a Delaware corporation (“Chevron”), whose address is 6001 Bollinger Canyon Road, V1356B, San Ramon, California 94583-2324, is the owner of that certain tract of land, together with all improvements thereon, located in Orange County, Florida and more fully described on Exhibit “A” attached hereto and made a part hereof for all purposes (the “Property”).

Chevron hereby declares and puts third parties on notice, including any and all future owners of the Property, that consistent with the prior use of the Property for agricultural farming operations and agricultural research activities, the presence of arsenic and other chemicals consistent with such use are present, or have been present in the past, in soils and/or groundwater on the Property in concentrations exceeding the Florida Department of Environmental Protection Soil Cleanup Target Levels as defined in the Florida Administrative Code, Chapter 62-777 (“CTLs”).

[Signature Page Follow]

SIGNATURE PAGE OF CHEVRON

EXECUTED to be effective the ____ day of _____, 20__ (the “**Effective Date**”).

Signed, sealed and delivered
in the presence of:

**CHEVRON LAND AND
DEVELOPMENT COMPANY,**
a Delaware corporation

Print Name:_____

By_____

Name:_____

Print Name:_____

Title:_____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Notary Public Signature

Exhibit “A” – Legal Description (to be attached)

END OF EXHIBIT D

EXHIBIT E – RELEASE AND INDEMNITY AGREEMENT**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Baker & Hostetler, LLP
 200 South Orange Avenue
 Suite 2300
 Orlando, FL 32801-3432
 (407) 649-4000

RELEASE AND INDEMNITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

CHEVRON LAND AND DEVELOPMENT COMPANY, a Delaware corporation (“Chevron”), whose address is 6001 Bollinger Canyon Road, V1356B, San Ramon, California 94583-2324, has this day conveyed to _____, a _____ (“Purchaser”), whose address is _____, that certain tract of land, together with all improvements thereon, located in Orange County, Florida and more fully described on Exhibit “A” attached hereto and made a part hereof for all purposes (the “Property”) pursuant to that certain Purchase and Sale Agreement (the “PSA”) dated _____, 2023, by and between Chevron, as seller and The City of Ocoee, as purchaser. As part of the consideration for the conveyance by Chevron to Purchaser of the Property, Purchaser, on behalf of itself and all future owners of the Property, has agreed as follows:

1. PURCHASER ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS SPECIFICALLY SET FORTH IN THE PSA OR IN ANY DOCUMENT EXECUTED BY CHEVRON IN CONNECTION WITH ITS CONVEYANCE OF THE PROPERTY TO PURCHASER (SUCH DOCUMENTS BEING REFERRED TO HEREIN AS THE “SELLER CLOSING DOCUMENTS”), THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER “AS IS” AND “WHERE IS,” WITH ALL FAULTS, IF ANY, INCLUDING THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND, OTHER THAN AS SPECIFICALLY SET FORTH IN THE PSA OR IN ANY OF THE SELLER CLOSING DOCUMENTS, CHEVRON DISCLAIMS ANY AND ALL WARRANTIES, AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND TO PURCHASER INCLUDING WARRANTIES RELATING TO: (A) THE PHYSICAL CONDITION OF THE PROPERTY, AND IMPROVEMENTS, IF ANY, AND ANY PERSONAL PROPERTY; (B) THE HABITABILITY OF THE PROPERTY, OR IMPROVEMENTS; (C) THE SUITABILITY, MERCHANTABILITY, OR DESIGN OF THE PROPERTY FOR A PARTICULAR PURPOSE; (D) THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS AT, ON, UNDER, OR EMANATING TO OR FROM THE PROPERTY; (E) THE COMPLIANCE OF THE PROPERTY WITH LAWS AND REGULATIONS, INCLUDING ENVIRONMENTAL LAW AND (F) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON, OR

UNDER THE PROPERTY. PURCHASER ACKNOWLEDGES THAT, , OTHER THAN AS SPECIFICALLY SET FORTH IN THE PSA OR IN ANY OF THE SELLER CLOSING DOCUMENTS, CHEVRON MAKES NO, AND EXPRESSLY DISCLAIMS ANY, WARRANTIES OR REPRESENTATIONS CONCERNING THE ACCURACY OR COMPLETENESS OF ANY OF THE PROPERTY DOCUMENTS.

2. SUBJECT TO THE SELLER'S RETAINED LIABILITIES (AS DEFINED IN THE PSA) FOR WHICH PURCHASER WILL HAVE NO LIABILITY AND SUBJECT TO CHEVRON'S REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 5 OF THE PSA, PURCHASER, FOR ITSELF AND PURCHASER GROUP MEMBERS RELEASE CHEVRON GROUP MEMBERS FROM ANY CLAIM OR LOSS (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES), WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY ANY PURCHASER GROUP MEMBER, AND THAT ARISES FROM, IS IN CONNECTION WITH, OR IS RELATED IN ANY MANNER TO THE FOLLOWING (COLLECTIVELY, THE "RELEASED MATTERS"):

- (a) ACTS OR OMISSIONS OF PURCHASER OR PURCHASER GROUP WITH RESPECT TO, OR OCCURRING ON, THE PROPERTY WHETHER BEFORE OR AFTER THE CLOSING DATE.
- (b) THE OWNERSHIP, CONTROL, USE, POSSESSION, OR OPERATION OF THE PROPERTY.
- (c) ANY CONDITION EXISTING OR OCCURRING IN, ON, UNDER, OR WITHIN THE PROPERTY, INCLUDING THE FOLLOWING:
 - (i) THE DEATH OR INJURY OF ANY PERSON, INCLUDING, ANY PURCHASER GROUP MEMBER.
 - (ii) THE DAMAGE OR DESTRUCTION OF THE PROPERTY OR ANY PERSONAL PROPERTY ON THE PROPERTY.
 - (iii) THE VIOLATION OR ALLEGED VIOLATION OF ANY FEDERAL, STATE, LOCAL, OR MUNICIPAL LAW, RULE, REGULATION, ORDER, JUDGMENT, DECREE, OR OTHER REQUIREMENT, INCLUDING, REQUIREMENTS UNDER PERMITS, LICENSES, CONSENTS, AND APPROVALS.
 - (iv) THE EXISTENCE, ASSESSMENT, OR REMEDIATION OF CONTAMINATION UPON, UNDER, IN, OR EMANATING TO OR FROM THE PROPERTY.
 - (v) EMISSIONS, DISCHARGES, RELEASES, OR THREATENED RELEASES, OR THE PRESENCE, GENERATION,

MANUFACTURING, PROCESSING, DISTRIBUTION, USE, TREATMENT, STORAGE, DISPOSAL, TRANSPORT, LABELING, ADVERTISING, SALE, DISPLAY, OR HANDLING, OF CONTAMINATION.

- (vi) ANY RESPONSE COSTS ANY CHEVRON GROUP OR PURCHASER GROUP MEMBERS MAY INCUR WITH RESPECT TO THE PROPERTY UNDER ANY ENVIRONMENTAL LAW.
- (vii) ANY CAUSE OF ACTION OR THEORY OF ANY KIND BECAUSE OF, IN CONNECTION WITH, OR RELATED TO, THE OWNERSHIP AND OPERATION OF THE PROPERTY.
- (viii) ENVIRONMENTAL CONDITIONS, WHETHER THE ENVIRONMENTAL CONDITIONS EXISTED BEFORE OR AFTER THE CLOSING.
- (d) CHEVRON GROUP'S FORMER OPERATIONS ON THE PROPERTY OR ANY ADJACENT PROPERTY.
- (e) ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES BY PURCHASER, PURCHASER GROUP, OR ANY THIRD PARTY, INCLUDING CLAIMS OR LOSSES FOR LOSS OF USE, RENTS, ANTICIPATED PROFIT, OR BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, CONSTRUCTION DELAYS, DIMINUTION IN VALUE, LOSS OF GOODWILL BY PURCHASER, OR MENTAL OR EMOTIONAL DISTRESS, OR FEAR OF INJURY, DISEASE OR ILLNESS, OR TRESPASS, NUISANCE, OR OTHERWISE.
- (f) PURCHASER'S OR ITS AGENT'S, CONTRACTOR'S, OR EMPLOYEE'S ACTIVITIES AND INSPECTIONS REGARDING THE PROPERTY.
- (g) PURCHASER'S OR PURCHASER GROUP'S CONSTRUCTION OR DEVELOPMENT ACTIVITIES ON THE PROPERTY.
- (h) PURCHASER'S PERFORMANCE OR FAILURE TO PERFORM ANY DUE DILIGENCE REVIEWS AND SURVEYS OF THE PROPERTY, INCLUDING HUMAN HEALTH RISK ASSESSMENTS OR SIMILAR STUDIES.
- (i) ANY ENVIRONMENTAL INVESTIGATIONS, ENVIRONMENTAL CLAIMS, CLEANUP COSTS, OR ANY CLAIMS OR ACTION ATTRIBUTABLE OR ARISING FROM SUBSURFACE EXCAVATION, SOIL MOVEMENT, OR SPECIAL HANDLING,

TREATMENT, OR DISPOSAL OF SOIL OR GROUNDWATER, VAPOR INTRUSION PROTECTIONS, OR ENGINEERED CONTROLS.

- (j) ANY INFORMATION CONTAINED IN, OR THAT SHOULD HAVE BEEN CONTAINED IN, THE PROPERTY DOCUMENTS.

RELEASED MATTERS DO NOT EXTEND TO MATTERS DETERMINED BY FINAL NON-APPEALABLE JUDGMENT TO HAVE BEEN CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A CHEVRON GROUP MEMBER, EXCEPT THAT NEGLIGENCE OF ANY TYPE OCCURRING PRIOR TO CLOSING WITH RESPECT TO MATTERS DESCRIBED IN SECTIONS 2(D) and 2(E) ABOVE IS NOT EXCLUDED FROM THE DEFINITION OF RELEASED MATTERS.

PURCHASER RECOGNIZES THAT THERE IS A RISK THAT PURCHASER MAY SUFFER A LOSS OR CLAIM THAT IS IN SOME WAY CAUSED BY THE RELEASED MATTERS, AND PURCHASER AGREES THAT PURCHASER GROUP MEMBERS ASSUME THIS RISK AND THAT THIS RELEASE WILL APPLY TO ALL THE UNKNOWN OR UNANTICIPATED LOSSES OR CLAIMS. IF THIS RELEASE IS JUDICIALLY DETERMINED TO EXCEED THAT PERMITTED BY APPLICABLE LAW, THEN THE RELEASE WILL BE CONSTRUED SO AS TO PRESERVE THE MAXIMUM RELEASE PERMITTED BY APPLICABLE LAW.

IN NO EVENT WILL PURCHASER OR ANY PERSON THAT IS PART OF PURCHASER GROUP FILE OR PURSUE ANY LEGAL ACTION, PROCEEDING, OR ARBITRATION AGAINST CHEVRON OR ANY OTHER CHEVRON GROUP MEMBER WITH RESPECT TO ANY OF THE RELEASED MATTERS.

2. PURCHASER, [AND WITH RESPECT TO ANY ASSIGNEE OF THE CITY OF OCOEE, THE PURCHASER GROUP], WILL INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO CHEVRON), SAVE AND HOLD HARMLESS CHEVRON GROUP MEMBERS FROM ANY CLAIM OR ANY LOSS, INCLUDING, ALL RELEASED MATTERS EXCEPT SELLER'S RETAINED LIABILITIES. A CLAIM OR LOSS WILL INCLUDE ANY CLAIMS OR ANY LOSSES AS TO STRICT LIABILITY CLAIMS, INCLUDING THOSE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") AND SIMILAR FLORIDA LAWS INCLUDING, BUT NOT LIMITED TO, CHAPTERS 376 AND 403, FLORIDA STATUTES; AS WELL AS ANY REGULATORY OBLIGATIONS THAT WOULD REQUIRE REMEDIATION ACTIVITIES WITHOUT REGARD TO THE POINT IN TIME THAT THE CONTAMINATION OCCURRED. IF THIS INDEMNITY IS JUDICIALLY DETERMINED TO EXCEED THAT PERMITTED BY APPLICABLE LAW, THEN THE INDEMNITY WILL BE CONSTRUED AS TO PRESERVE THE MAXIMUM INDEMNITY PERMITTED BY APPLICABLE LAW. IF ANY REGULATORY OBLIGATIONS REQUIRE REMEDIATION ACTIVITIES IN CONNECTION WITH

THE PROPERTY. NOTHING IN THIS AGREEMENT PRECLUDES PURCHASER FROM RECOVERING COSTS FROM PARTIES THAT ARE NOT CHEVRON GROUP MEMBERS.

3. THE RELEASE AND INDEMNITY PROVISIONS SET FORTH IN THIS AGREEMENT WILL, TO THE EXTENT LEGALLY PERMISSIBLE, BE COVENANTS RUNNING WITH THE LAND AND WILL BE BINDING ON ALL FUTURE OWNERS OF THE PROPERTY. ANY CONVEYANCE, TRANSFER, OR ASSIGNMENT OF ALL OR PART OF THE PROPERTY BY PURCHASER, ITS SUCCESSORS OR ASSIGNS, IN WHICH THE GRANTEE, TRANSFEREE, OR ASSIGNEE FAILS TO EXPRESSLY ASSUME THE OBLIGATIONS OF PURCHASER UNDER THIS AGREEMENT WILL BE DEEMED NULL AND VOID, AB INITIO. PURCHASER FURTHER AGREES TO CAUSE THE PROVISIONS OF THIS AGREEMENT TO BE INCLUDED IN ALL SUBSEQUENT SALES OR TRANSFERS OF ANY INTEREST IN THE PROPERTY, AND TO CAUSE ALL PURCHASERS OR TRANSFEREES OF THE PROPERTY TO EXPRESSLY ACKNOWLEDGE AND ASSUME ALL OF PURCHASER'S OBLIGATIONS.

4. IN CONNECTION WITH ANY CLAIM BY A MEMBER OF THE CHEVRON GROUP FOR INDEMNITY BY PURCHASER PURSUANT TO THIS RELEASE AND INDEMNITY AGREEMENT, PURCHASER WAIVES AND RELEASES ANY AND ALL DEFENSES THAT PURCHASER MAY OTHERWISE HAVE TO SUCH CLAIM PURSUANT TO SECTION 376.82(2), FLORIDA STATUTES.

As used in this Agreement, the following words or expressions have the meanings specified below:

"Agreement" means this Release and Indemnity Agreement.

"Applicable Law(s)" means any law, regulation, rule, statute, order, policy, license, registration, and any other standard or requirements having the effect of law that applies to the Agreement or the parties hereto, or interpretations imposed by any Government Entity that apply to this Agreement.

"Chevron Group" means Chevron Land and Development Company, its parent and affiliates, whether wholly owned, partially owned, direct or indirect, together with their respective directors, officers, managers, members, employees, contractors, representatives and agents.

"Contamination" means any Hazardous Material or toxic material, substance, chemical or waste, contaminant, emission, discharge or pollutant or comparable material listed, identified or regulated pursuant to any federal, state or local law, ordinance or regulation which has as a purpose the protection of health, safety or the Environment, including petroleum or petroleum products or wastes, per- and polyfluoroalkyl substances (whether or not currently regulated by any Government Entity) or resulting from any cause, release, or source during Chevron's ownership of the Property or from Chevron's use of the Property. As used in this Agreement, Contamination

shall include the presence of arsenic in soils and/or groundwater on or underlying the Property at concentrations in excess of cleanup target levels set forth in Chapter 62-777, Florida Administrative Code.

“Environment” means all forms of fauna, flora, soil, natural resources; surface, subsurface, or ground waters; land, ground, surface, or subsurface strata; ambient air; or any other environmental medium, including the indoor environment, contained within or affected by the Property or operations thereon.

“Environmental Condition” means Contamination at, on, under or emanating to or from the Property or a condition or circumstance relating to the Property or operation of the Property which is or is alleged to be not in compliance with Environmental Law.

“Environmental Law” means any Applicable Law relating to pollution; the protection of the Environment; the release, emission, discharge, or disposal of any material or chemical substance; human health or safety; Hazardous Materials; natural resource damage; product registration; hazard communication, each as from time to time has been or may be amended or adopted before or after the Effective Date, including: (A) the Occupational Safety and Health Act, 29 U.S.C.A. §651, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.A. §6901, et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C.A. §9601, et seq.; the Clean Water Act, 33 U.S.C.A. §1251 et seq.; the Clean Air Act, 42 U.S.C.A. §7401, et seq.; the Safe Drinking Water Act, 42 U.S.C.A. §3001, et seq.; the Toxic Substances Control Act, 15 U.S.C.A. §2601 et seq.; the Oil Pollution Act of 1990, 33 U.S.C.A. §2701 et seq. and (B) Chapters 376 and 403, Florida Statutes as amended, and in or under the regulations adopted or promulgated pursuant to such laws, including Chapter 62, Florida Administrative Code.

“Government Entity” means any department, court, tribunal, exchange, authority, commission, board, instrumentality, or agency of any municipal, local, state, federal or other governmental authority (including regulatory authorities and administrative bodies) and any subdivision of the foregoing or any Person owned or controlled by the government.

“Hazardous Materials” means any chemical substance, product, waste, or other material which is, or becomes identified, listed, published, regulated, or defined as, or which shows the characteristics of, a hazardous substance, hazardous waste, hazardous material, toxic substance, or other regulatory term, including oil, oil waste, by-products and components, naturally occurring radioactive materials, hydrocarbons, and hydrocarbons waste, produced water, by-products and components, polychlorinated biphenyls, and asbestos, or which is otherwise regulated or restricted under any Environmental Law or by any Government Entity, or which may otherwise cause, contribute to, or result in an Environmental Condition, or Environmental Obligation, including without limitation, hazardous materials as defined in Chapters 376 and 403, Florida Statutes as amended, and in or under the regulations adopted or promulgated pursuant to such laws, including Chapter 62, Florida Administrative Code. As used in this Agreement, Hazardous Materials shall include the presence of arsenic in soils and/or groundwater on or underlying the Property at concentrations in excess of cleanup target levels set forth in Chapter 62-777, Florida Administrative Code.

“Person” means an individual, corporation, company, association, partnership, state, statutory corporation, Government Entity, or any other legal entity.

“Property Documents” means the information materials relating to the Property that Chevron has made available to Purchaser.

“Purchaser Group” means _____, its parent, subsidiaries, and affiliated companies, and their respective employees, officers, directors, elected officials, managers, members, representatives, independent contractors, consultants, servants and agents, and their respective predecessors and successors in interest and assigns, excluding Chevron.

Under no circumstances shall any individual who is a member of the Purchaser Group (including but limited to officers, directors, elected officials, employees, managers, members, representatives, independent contractors, consultants, agents, and their respective predecessors and successors in interest and assigns) be subjected to any claims or losses incurred by the Purchaser Group arising out of this Agreement. In the event of any conflict between this provision and any other provision of this Agreement, this provision shall control.

[Signature Pages Follow]

SIGNATURE PAGE OF CHEVRON

EXECUTED to be effective the day of _____, 20 (the "Effective Date").

CHEVRON:

Signed, sealed and delivered
in the presence of:

CHEVRON LAND AND DEVELOPMENT
COMPANY

Print Name: _____

By _____

Print Name: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the
basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Notary Public Signature

SIGNATURE PAGE OF PURCHASER

EXECUTED to be effective as of the Effective Date.

Signed, sealed and delivered
in the presence of:

PURCHASER:

Print Name: _____

By _____

Name: _____

Print Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by _____, as _____ of _____, a _____, on behalf of said _____. He/she ☐ is personally known to me or ☐ has produced a valid driver's license as identification.

Signature of Notary Public (Print Notary Name)_____

AFFIX NOTARY STAMP

My Commission Expires: _____

Commission No.: _____

☐ Personally known, or ☐ Produced Identification

Type of Identification Produced: _____

Exhibit "A" – Legal Description (to be attached)

END OF EXHIBIT E

EXHIBIT F – TERMINATION AGREEMENT**TERMINATION OF DEVELOPMENT AGREEMENT**

This Termination of Development Agreement (this “Termination”) is made as of the _____ day of _____, by and between **CHEVRON LAND AND DEVELOPMENT COMPANY**, a Delaware corporation (“Chevron”) and **THE CITY OF OCOEE**, a Florida municipal corporation (the “City”). Chevron and the City are referred to herein as the “Parties” and individually as a “Party”.

W I T N E S S E T H

WHEREAS, Chevron and the City entered into that certain Development Agreement dated October 21, 2008, between Chevron and the City of Ocoee, recorded at Doc. # 20080729283, Book 9798, Page 0257 of the Public Records of Orange County, Florida (as amended, modified or replaced being referred to herein as the “Development Agreement”) related to the development of the Property described on Exhibit A attached hereto and made a part hereof for all purposes (the “Property”); and

WHEREAS, Chevron has this day conveyed the Property to the City or the City’s assignee and in connection therewith the Parties have agreed to terminate the Development Agreement and evidence such termination;

NOW, THEREFORE, in consideration the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Chevron and the City agree to as follows:

1. Defined Terms. All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Development Agreement.
2. Termination. Effective as of the date hereof (the “Termination Date”), the Development Agreement is hereby terminated and neither Party hereto shall have any further rights, duties, liabilities or obligations thereunder.
3. Mutual Release. As of the Termination Date, the obligations, duties and liabilities of Chevron and the City, respectively, under the Development Agreement shall terminate and be of no further force or effect. In connection therewith, the City hereby fully releases and forever discharges Chevron from all obligations, duties and liabilities arising out of, related to or in connection with the Development Agreement. Likewise, Chevron hereby fully releases and forever discharges the City from all obligations, duties and liabilities arising out of, related to or in connection with the Development Agreement.
4. Successors and Assigns. This Termination shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
5. Governing Law. This Termination shall be governed by and construed and interpreted in accordance with the laws of the State of Florida.

6. Captions. The captions of this Termination are solely for convenience of reference and shall not affect its interpretation.

7. Counterparts. This Termination may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Pages Follow]

SIGNATURE PAGE OF CHEVRON TO
TERMINATION OF DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, Chevron has caused this Termination to be executed by its duly authorized representatives as of the day and year first above written.

**CHEVRON LAND AND DEVELOPMENT
COMPANY**

By: _____
Name: _____
Title: _____

SIGNATURE PAGE OF THE CITY TO
TERMINATION OF DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, The City has caused this Termination to be executed
as of the day and year first above written.

THE CITY OF OCOEE

By: _____
Rusty Johnson, Mayor

Title: Mayor

Attest: _____
Melanie Sibbitt
City Clerk

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

FOR USE AND RELIANCE ONLY BY THE CITY
OF OCOEE, FLORIDA; APROVED AS TO FORM
AND LEGALITY this __ day of _____, 2023.

SHUFFIELD LOWMAN & WILSON, P.A.

By: _____
City Attorney

Exhibit A – Property Description (to be attached)

END OF EXHIBIT F



Meeting Date: October 17, 2023

Item #: 4

Contact Name: Craig Shadrix
Contact Number: Ext. 6434

Department Director: Craig Shadrix
City Manager: Robert Frank

Subject: Authorization to Transmit and Execute, subject to *de minimis* changes, a Brownfield Site Rehabilitation Agreement (BSRA) between Chevron, the City of Ocoee, Montierre Development PLLC, and the Florida Department of Environmental Protection (FDEP), with Montierre named as the Responsible Party. (Assistant City Manager Shadrix)

Background Summary:

The City Commission entered into a Purchase and Sale Agreement with Chevron Land and Development Company on June 20, 2023, to purchase 95.114 acres of land within the City of Ocoee and has exercised its right per said agreement to assign its rights and obligations to Montierre Development, PLLC. Per section 19.3 of the Purchase and Sale Agreement, Montierre must assume all rights, obligations, indemnities, and liabilities of the Purchaser (City). As part of the agreement with Chevron, the assignee, Montierre must enter into a Brownfield Site Rehabilitation Agreement (BSRA) with the Florida Department of Environmental Protection, naming both the City and Chevron as party to the agreement, but assuming responsibility for all rehabilitation work.

For a BSRA to be executed, a brownfield area must be designated (which the City Commission has already done) and a responsible party must be identified, in this case, Montierre Development, PLLC. Many of the State's economic incentives and regulatory benefits depend on the execution of a BSRA. The BSRA provides the regulatory authority and the public assurance that site rehabilitation will be conducted in accordance with the statute and the Brownfields Cleanup Criteria Rule [Chapter 62-785, Florida Administrative Code, (F.A.C.)], and provides liability protection for the responsible party, and others named in the agreement (Chevron, City of Ocoee). It also establishes the timeframes, schedules, and milestones for completion of site rehabilitation tasks and submission of technical reports, and other commitments or provisions pursuant to Section 376.80(5), F.S. and Chapter 376, F.S.

This approval contemplates the transmittal of the forthcoming draft agreement and the resolution of any comments from FDEP. Staff requests that, subject to review of the final agreement, and provided that the City attorney deems any revisions *de minimis*, that this approval authorizes execution of the final agreement. At this time, the agreement is not available as all parties are working diligently to finalize it. The agreement will be provided at the City Commission Meeting.

Issue:

Should the Honorable Mayor and City Commissioners authorize transmittal and execution (subject to *de minimis* changes in the final agreement per City Attorney review) of a Brownfield Site Rehabilitation Agreement (BSRA) between Chevron, the City of Ocoee, Montierre Development PLLC (the responsible party) and the Florida Department of Environmental Protection (FDEP)?

City of Ocoee • 1 N. Bluford Avenue • Ocoee, Florida 34761
Phone: (407) 905-3100 • www.occoee.org

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize transmittal and execution (subject to de minimis changes in the final agreement per City Attorney review) of a Brownfield Site Rehabilitation Agreement (BSRA) between Chevron, the City of Ocoee, Montierre Development PLLC (the responsible party) and the Florida Department of Environmental Protection (FDEP).

Attachments:

None

Financial Impacts:

None

Type of Item: Consent



Meeting Date: October 17, 2023

Item #: 5

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of Utility Use and Indemnification Agreements for Ocoee Village Center PUD. (Development Services Director Rumer)

Background Summary:

The Ocoee Village Center PUD has been approved as a Commercial, Townhome, and Multi-Family Development. The project received approval for rezoning to PUD and PUD Land Use plan on June 18, 2019, and an amendment was approved in October 2020, which now results in 150,000 S.F. of Commercial, 232 Townhome units, and 320 Apartment units. In order to facilitate the development, significant off-site improvements were required to provide access to water, sewer, and reclaimed water. N Lakewood Avenue is being realigned with water and sewer lines installed along with a new lift station. Typically, Certificates of Occupancies are given once all of the offsite work is completed that provides the water, sewer, and roads.

Allure is requesting to obtain a Temporary Certificate of Occupancy or Certificate of Occupancy for two (2) apartment buildings, two (2) garages, trash compactor, and Club House before the offsite work required to have potable water, sewer and access is completed and accepted by the City Commission. As a way to help Allure stay on schedule, staff is proposing a Utility Use Agreement that allows the City to accept a portion of the realigned N Lakewood Ave and operate and maintain the utilities until full acceptance is approved in order to give Allure a Temporary Certificate of Occupancy. Additionally, the City Attorney and NRP have worked out an Indemnification Agreement whereas the City requested indemnification from the NRP Indemnitors, as beneficiaries of the TCO, to indemnify, defend and hold the City harmless from: (i) any claims, demands, causes of action, disputes, lawsuits, litigation, and appeals brought or pursued by Konover, Park Square, NRP, the Consortium, contract purchasers, purchasers, tenants, lessees, lenders, partners or others against the City relating to the TCO Agreements, MMW Agreement, Utility Use Agreement or the City's actions in approving, entering into, or carrying out the TCO Agreements, MMW Agreement or Utility Use Agreement.

The completion of the Ocoee Village Center Off-Site construction improvements is scheduled to be completed during the month of October and staff will bring back a Maintenance and Material Agreement and Maintenance Surety for all of the public improvements. Once this has taken place, the Utility Use Agreement and Indemnification Agreement will be rescinded.

Issue:

Should the Honorable Mayor and City Commissioners approve staff to move forward with a Utility Use and Indemnification Agreement for Ocoee Village Center PUD?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve staff to move forward with a Utility Use and Indemnification Agreement for Ocoee Village Center PUD.

Attachments:

1. Utility Use Agreement (Ocoee Village)
2. OVC Potable Water Utility Use Agreement Map
3. OVC Sanitary Sewer Utility Use Agreement Map
4. City of Ocoee Indemnification Agreement
5. Phase Plan

Financial Impacts:

None

Type of Item: Consent

AFTER RECORDING RETURN TO:
City Clerk
CITY OF OCOEE
1 North Bluford Avenue
Ocoee, FL 34761
(407)656-2322

UTILITY USE AGREEMENT
(OCOEE VILLAGE CENTER)

THIS UTILITY USE AGREEMENT (this “Utility Use Agreement”) is made this ____ day of October, 2023 by **CITY OF OCOEE**, a Florida municipal corporation, whose address is 150 North Lakeshore Drive, Ocoee, Florida 34761 (the “City”), **OCOEE VILLAGE RESIDENTIAL LLC**, a Delaware limited liability company (“NRP”), and **KIMAYA OCOEE VILLAGE, LLC**, a Florida limited liability company (“Park Square”, and together with NRP, the “Developers”).

W I T N E S S E T H:

WHEREAS, OCOEE VILLAGE DEVELOPERS CONSORTIUM, an unincorporated association of members (the “Consortium”), commenced construction of a mixed use project referred to as Ocoee Village Center (the “Center”) and, in connection therewith and with the approval of the City, has installed 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 following approvals granted by the Ocoee City Commission (collectively, the “Subdivision Plan”), to wit:

- (a) Case No. RZ-18-06-09, whereby on October 6, 2020, the Ocoee City Commission approved Ordinance No. 2019-011, rezoning the Property to PUD, under the Ocoee Land Development Code, as amended by Ordinance No. 2020-024 approved by the Ocoee City Commission on October 6, 2020 (collectively, the “Ocoee Village Center PUD”); and
- (b) Case No. CPA-2018-006, whereby on October 6, 2020, the Ocoee City Commission approved Ordinance No. 2019-010, amending the Ocoee Comprehensive Plan to change the Future Land Use Designation for the Property to “High Density Residential and Commercial” (the “Land Use Plan Amendment”); and
- (c) Project No. LS-2019-005, whereby on October 6, 2020, the Ocoee City Commission approved the Preliminary/Final Site Plan for the Townhomes at Ocoee Village Center (the “Townhome Site Plan Approval”); and
- (d) Project No. LS-2019.007, whereby on October 6, 2020, the Ocoee City Commission approved the Preliminary/Final Site Plan for the Allure Apartments at Ocoee Village Center (the “Apartment Site Plan Approval”); and
- (e) Project No. LS-2019-009, whereby on October 6, 2020, the Ocoee City Commission approved the Preliminary/Final Site Plan for the Southeast Commercial at Ocoee Village Center (the “Southeast Commercial Site Plan Approval”); and

WHEREAS, the Consortium is composed of the following parties, to wit: (i) Park Square, (ii) NRP, and (iii) DKC Ocoee Village Center SE, LLC, a Florida limited liability company; and

WHEREAS, the parties comprising the Consortium own and/or have contractual rights to acquire parcels within the Center (each a “Parcel”), and the Consortium has elected, pursuant to a written agreement with the predecessor/original developer, to compete the development of the Center for their mutual benefit; and

WHEREAS, under Section 4-4, Subdivision Review Process, of the City’s Land Development Code, the original developer or Consortium, as the case may be, is required to provide a surety for completion of the Improvements for the Center if platting is requested prior to the issuance of the Certificate of Completion; and

WHEREAS, the NRP has requested that the City, prior to the issuance of the Certificate of Completion for the Approved Offsite Infrastructure Plan, take operational control of the water lines, Sewer lines, and lift station located in the realigned N Lakewood Ave which is located between the southern boundary of that tract NR-1 (and crossing Clarcona Ocoee Road and Banyan Cove Boulevard) and the eastern boundary of the north-south segment of North Lakewood Avenue (the “Realigned North Lakewood Avenue Section”); and

WHEREAS, the City has elected to accept the paving, grading, and drainage for the section of Realigned North Lakewood Avenue Section located north of Clarcona Ocoee Road with this Utility Use Agreement, and to not yet accept the paving, grading, and drainage for Realigned North Lakewood Avenue Section located south of Clarcona Ocoee Road, and the City desires to waive certain provisions of the Land Development Code and City Policy as hereinafter set forth.

NOW THEREFORE, the City and the Developers agree as follows:

SECTION 1. Temporary Certificates of Occupancy, Use Authorizations.

City hereby agrees that Temporary Certificates of Occupancy or other similar use authorizations for buildings within the Allure Multi-Family Development may be issued for Apartment Buildings 1 & 2, the Clubhouse, pool cabana, garages, and trash compactor;

City hereby agrees to operate and maintain the lift station and water and sewer infrastructure located within the Realigned North Lakewood Avenue Section while the remaining improvements are being completed to the Realigned North Lakewood Avenue Section. As such, the City will issue Temporary Certificates of Occupancy in accordance with the approval and execution of this Utility Use Agreement and Maintenance, Materials and Workmanship Agreement acceptable to the City. Further, Park Square and NRP agree to hold the City harmless for actions, matters and events that occur during the time the Realigned North Lakewood Avenue Section and the Utilities located within, have not had ownership transferred to the City via a Bill of Sale and Maintenance Agreement. NRP and Park Square agree to provide the City with 24 hour / 7 Days a week access to the utilities under the Realigned North Lakewood Avenue Section and if the City has to make repairs to the Realigned North Lakewood Avenue Section, the City is not responsible to repair and/or replace the road section affected from repairs, maintenance or other actions relating to the utility lines. NRP and Park Square further agree to be responsible for all costs associated with the repair and replacement of utility lines, lift station, and the Realigned North Lakewood Avenue Section in the event any such work is required after the execution of this Utility Use Agreement until such time as the Realigned North Lakewood Avenue Section is permanently transferred to the City and the bonds/escrow and warranty period begin or are in place. NRP and Park Square are jointly and severally responsible and liable for their obligations under this Utility Use Agreement.

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

ATTEST:

By: _____
Melanie Sibbitt, City Clerk

(SEAL)

CITY:

CITY OF OCOEE, FLORIDA, a Florida
municipal corporation

By: _____
Rusty Johnson, Mayor

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

PARK SQUARE:

Witnesses:

Kimaya Ocoee Village, LLC, a Florida limited liability company

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

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

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

NRP:

Witnesses:

Ocoee Village Residential LLC, c/o The NRP Group, a Foreign limited liability company

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

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

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

City of Ocoee and Ocoee Village Center Potable Water Utility Use Agreement



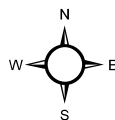
Legend

City of Ocoee Temporary Operational Control

- Utility Use Agreement Area
- 10" to 14" Potable Water Main Line
- 6" to 8" Potable Water Main Line
- 4" and Smaller Potable Water Main Line

Utilities excluded from Use Agreement

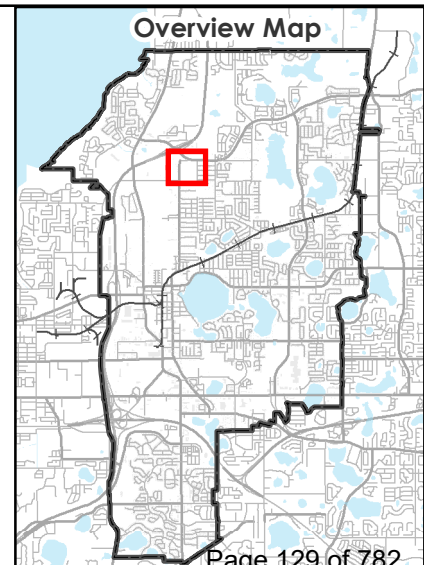
- 6" to 8" Potable Water Main Line



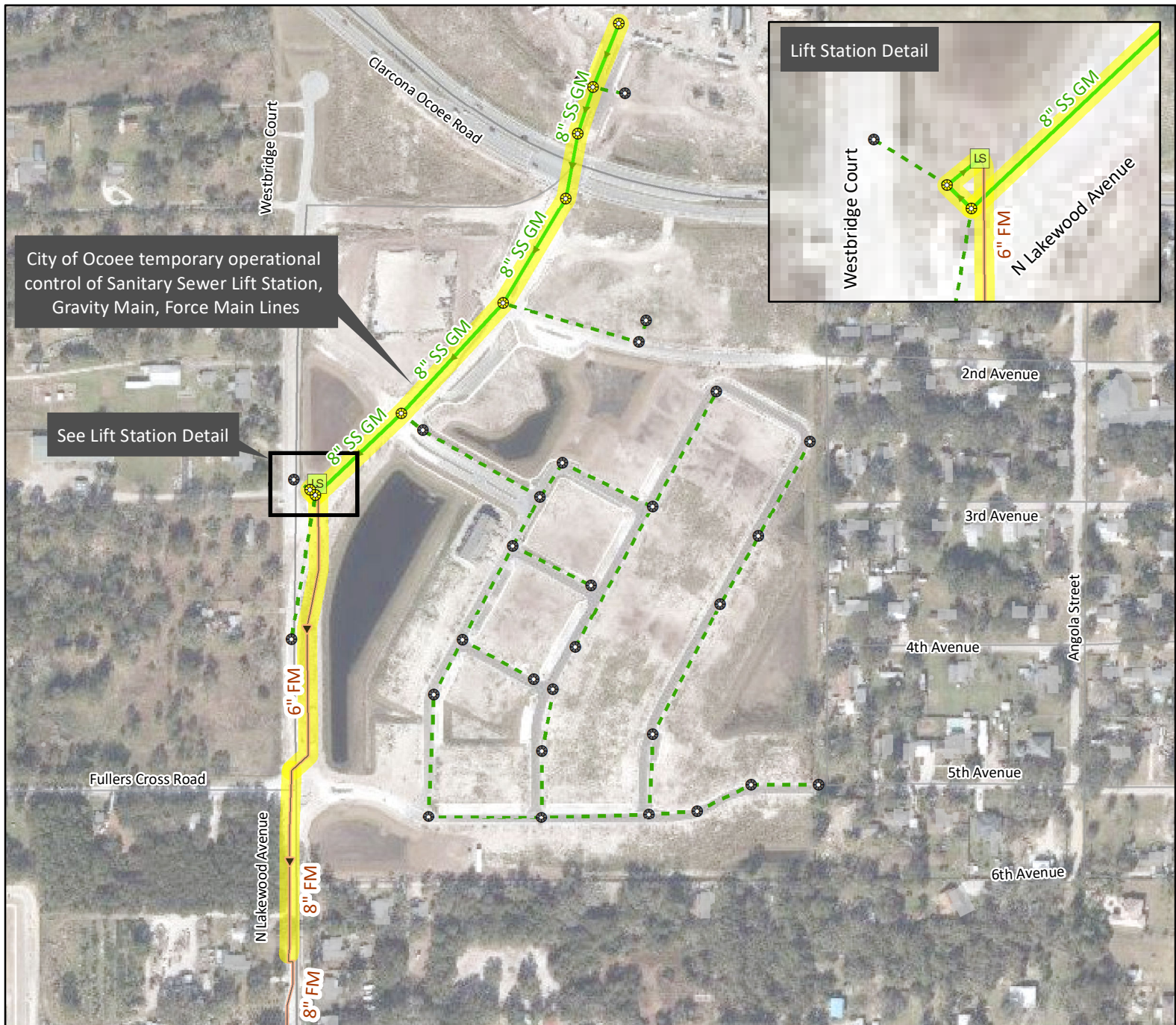
1:4,000



Last Updated: October 11, 2023



City of Ocoee and Ocoee Village Center Sanitary Sewer Utility Use Agreement



Legend

City of Ocoee Temporary Operational Control

Utility Use Agreement Area

Ocoee Lift Station

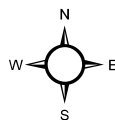
Sewer Gravity Main

Sewer Force Main Line

Utilities excluded from Use Agreement

Sewer Gravity Main

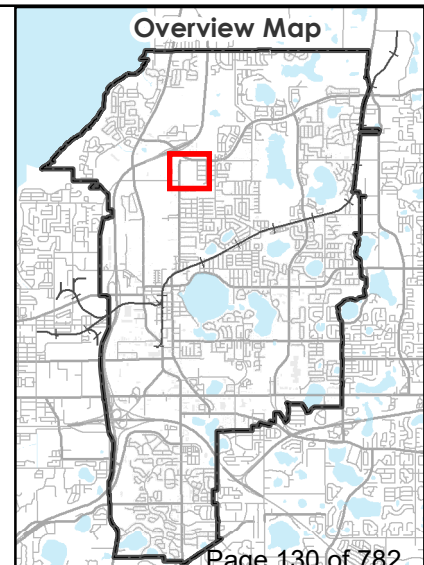
Manhole



1:4,300



Last Updated: October 11, 2023



INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this “Agreement”) is entered into as of October 17, 2023, by and between CITY OF OCOEE, a Florida municipal corporation, whose address is 150 North Lakeshore Drive, Ocoee, Florida 34761 (the “City”) and NRP INVESTMENTS LLC, an Ohio limited liability company, NRP MANAGEMENT LLC, an Ohio limited liability company, NRP HOLDINGS LLC, an Ohio limited liability company, NRP CONTRACTORS LLC, an Ohio limited liability company, and NRP CONTRACTORS II LLC, an Ohio limited liability company (collectively referred to as the “NRP Indemnitors”; and together with the City, the “Parties”).

Recitals:

A. Ocoee Village Developers Consortium (the “Consortium”), an association of members comprised of Ocoee Village Residential LLC (“NRP”), Kimaya Ocoee Village LLC (“Park Square”), and DKC Ocoee Village Center SE, LLC (“Konover”), are in the process of constructing a mixed use project referred to as Ocoee Village Center (the “Center”) pursuant to a Development Agreement with the City dated February 2, 2021 and recorded in the Orange County Public Records as Document #20210068654 (the “Development Agreement”);

B. In connection therewith and with the approval of the City, the Consortium has installed 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 following approvals granted by the Ocoee City Commission (collectively, the “Subdivision Plan”), to wit:

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

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

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

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

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

C. The City has requested that Consortium or NRP and Park Square enter into a utility use agreement (the “Utility Use Agreement”) in connection with the acceptance of certain Improvements and the issuance of certain Temporary Certificates of Occupancy (the “TCO”) related to the Center as more specifically set forth in the Utility Use Agreement;

D. The City has requested that the Consortium or NRP and Park Square enter into a Maintenance, Materials, and Workmanship Escrow Agreement (the “MMW Agreement,” and together with the Utility Use Agreement collectively referred to as the “TCO Agreements”) in order to establish an escrow fund to guaranty the maintenance, repair, replacement, materials, and workmanship of certain Improvements accepted by the City in connection with the Utility Use Agreement;

E. Pursuant to a Resolution dated October [REDACTED], 2023 (the “Resolution”) and pursuant to the authority cited therein, NRP and Park Square, as the 2/3 majority vote of the duly appointed delegates of the Consortium, authorized and approved the execution of the TCO Agreements on behalf of the Consortium;

F. Konover did not execute the TCO Agreements; and

G. The City requests indemnification from the NRP Indemnitors, as beneficiaries of the TCO, to indemnify, defend and hold the City harmless from: (i) any claims, demands, causes of action, disputes, lawsuits, litigation, and appeals brought or pursued by Konover, Park Square, NRP, the Consortium, contract purchasers, purchasers, tenants, lessees, lenders, partners or others against the City relating to the TCO Agreements, MMW Agreement, Utility Use Agreement or the City’s actions in approving, entering into, or carrying out the TCO Agreements, MMW Agreement or Utility Use Agreement (collectively the “Approval Claims”); and (ii) any claims, demands, causes of action, disputes, lawsuits, litigation and appeals asserted against the City and/or costs or expenses incurred by the City arising out of, relating to or resulting from its approval and execution of the TCO Agreements and/or operation, repair, replacement and/or maintenance of the lift station and water and sewer infrastructure utilities that are the subject of the TCO Agreements for actions, matters and events that occur before such utilities and infrastructure are permanently transferred to the City through acceptance of Bills of Sale by the City (collectively, the “TCO Agreement Claims”), all as more specifically set forth herein.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above Recitals are incorporated by reference as if fully set forth herein.

2. Indemnification. The NRP Indemnitors hereby covenant and agree, at their sole cost and expense, to indemnify, protect, defend and save harmless, the City and its employees, agents, officers, directors, representatives, agents, elected officials and assigns, from and against, any and all costs, damages, expenses, penalties, payments, liabilities, obligations, responsibilities, and including without limitation, attorneys’ fees at trial and appellate levels and any other losses of any kind whatsoever in connection with, arising out of, resulting from or relating to the Approval

Claims and/or the TCO Agreement Claims or any action, suit, claim, judgement, demand, directive, order, litigation, environmental notice, investigation proceeding, lien, complaint, demand, allegation or other legal proceeding or assertion by any person alleging liability or responsibility of whatever kind or nature, in connection with, arising from or relating to the Approval Claims and/or the TCO Agreement Claims.

3. Investigation and Defense. The NRP Indemnitors shall provide for the investigation and defense of the Approval Claims and the TCO Agreement Claims at the NRP Indemnitor's sole cost. City shall have the right, at its option, to participate in such defense without relieving the NRP Indemnitors of any of their obligations under this Agreement. City shall have the right to select or approve defense counsel to be retained by the NRP Indemnitors in fulfilling NRP Indemnitors' obligations hereunder to defend, indemnify, and hold harmless the City, unless such right is expressly waived by City in writing. The NRP Indemnitors shall retain City-approved defense counsel within five (5) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If the NRP Indemnitors fail to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and NRP shall be liable for all costs incurred by City.

4. Unconditional Obligation; Entire Understanding. The NRP Indemnitor's obligations under this Agreement are absolute and unconditional and are valid irrespective of any other agreement or circumstance which might otherwise constitute a defense to the obligations under this Agreement, or to the obligations of others related to it. The NRP Indemnitor's obligations under this Agreement shall automatically terminate and expire upon the acceptance of Bills of Sale by the City for the utilities and other infrastructure that is the subject of the TCO Agreements for only those claims from matters and events for which the indemnity applies which occur after the City's acceptance of Bills of Sale. The NRP Indemnitor's obligations pursuant to this Agreement relating to any and all matters and events that occur before the City accepts the Bills of Sale do not terminate or expire regardless of whether Approval Claims or TCO Agreement Claims occur before or after the City's acceptances of the Bills of Sale. This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein.

5. Further Modification. This Agreement may only be modified, amended, changed, waived, discharged or terminated orally, by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

6. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. Severability. If any term, covenant, provision or condition of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such term, covenant, provision or condition.

8. Counterparts; Electronic Execution. This Agreement may be executed in counterparts (and by different parties on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by emailed pdf, or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery

of a manually executed counterpart. The words “executed”, “signed”, “signature”, “delivery” and words of like import in this Agreement shall be deemed to include electronic signatures, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery or the use of a paper-based recordkeeping system, as the case may be, and as provided for in any applicable law, including laws based on the Uniform Electronic Transactions.

[SIGNATURE PAGES FOLLOW]

ATTEST:

By: _____
Melanie Sibbitt, City Clerk
(SEAL)

CITY:

CITY OF OCOEE, FLORIDA, a Florida
municipal corporation

By: _____
Rusty Johnson, Mayor

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING
HELD ON _____, 2023
UNDER AGENDA ITEM NO. _____**

THE NRP INDEMNITORS:

Witnesses:

NRP Investments LLC, a Foreign limited liability company

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

STATE OF OHIO
COUNTY OF _____

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

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

Witnesses:

NRP Management LLC, a Foreign limited liability company

Printed Name: _____

Printed Name: _____

By: _____
Name: _____
Title: _____

STATE OF OHIO
COUNTY OF _____

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

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

Witnesses:

NRP Holdings LLC, a Foreign limited liability company

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

STATE OF OHIO

COUNTY OF _____

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

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

Witnesses:

NRP Contractors LLC, a Foreign limited liability company

Printed Name: _____

Printed Name: _____

By: _____
Name: _____
Title: _____

STATE OF OHIO
COUNTY OF _____

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

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

Witnesses:

NRP Contractors II LLC, a Foreign limited liability company

Printed Name: _____

Printed Name: _____

By: _____
Name: _____
Title: _____

STATE OF OHIO
COUNTY OF _____

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

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

S:\AKA\CLIENTS\Ocoee, City of\Ocoee Village Center PUD O164-27501\Agreements\2023.10.09 Ocoee - City of Ocoee Indemnification Agreement Revised AKA REDLINE 10-10-23.docx

Subject: Infrastructure Turnover Phasing Exhibit
Created: 9/11/2023 Revised: n/a

LEGEND

- PHASE 1 ROADWAY INFRASTRUCTURE
- PHASE 2 ROADWAY INFRASTRUCTURE
- COUNTY INFRASTRUCTURE

Phase 1 infrastructure to be completed and bonded (LOC/Cash Escrow) per 9/19 City Meeting;

Completed Orange County infrastructure;

Phase 2 infrastructure to be completed and bonded (LOC/Cash Escrow) per 10/18 City Meeting;

Area	Ownership	Maintenance
Public Right-of-Way	City of Ocoee	POA
Public Park	City of Ocoee	City of Ocoee
Linear Park	City of Ocoee	City of Ocoee
Dry Retention Areas	POA	POA
Wet Retention Areas	POA	POA
Pumping Station	City of Ocoee	City of Ocoee
Sign Tracts	HOA	HOA
Townhouse Lots	Individual Owner	Individual Owner

WOHLFARTH CONSULTING
GROUP LLC
ENGINEERS & PLANNERS

Ocoee Village Center
Orange County, Florida

SCALE
1"=100'

PROJECT
2018-017

SHEET
C-3.00

DATE
04/27/20

BY
C-3.00

DESCRIPTION
OVERALL SITE PLAN

DATE
04/27/20

BY
C-3.00

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04/27/20

BY
C-3.00



Meeting Date: October 17, 2023
Item #: 6

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 for Ocoee Village Center, Phase 1 Off-Site. (Development Engineer Keaton)

Background Summary:

Ocoee Village Center, Phase 1 Off-Site property is located on the north side of Clarcona Ocoee Road, at the intersection of Clarcona Ocoee Road and North Lakewood Ave., adjacent to S.R. 429. The property consists of North Lakewood Ave (north of Clarcona), the swale for right-of-way drainage (running across parcel 05-22-28-6160-14-031) which connects to dry retention pond N-3 (on parcel 05-22-28-6160-05-002). The infrastructure improvements include public roadways, a stormwater collection system, and associated landscaping. Identified punch list repairs are currently being completed and include pavers at the roundabout, pavement patching, thermopast painting of the street markings, and signage. It is expected that within a few weeks, the public off-site improvements will be completed and the developer will be bringing forward the two-year warranty agreement for all of 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. The escrow amount needed to cover the improvements is \$25,998.37. In lieu of accepting a cash bond or Letter of Credit for this amount, the Consortium members and staff are requesting the amount to be retained in an existing cash performance bond which currently contains \$574,120.87. The City's Finance Department will make a note of the amount to be retained in the account holding the performance cash surety. The Phase 1 Maintenance surety and the existing Performance Cash Surety approvals will be released upon the approval of the overall off-site two-year maintenance agreement and surety which is expected to be approved at the November 7, 2023, City Commission meeting.

Issue:

Should the Honorable Mayor and City Commissioners accept the Surety, as provided by Poulos & Bennett, for the maintenance warranty for Ocoee Village Center, Phase 1 Off-Site and execute the amended Development Agreement?

Recommendations:

The Development Services Department recommends the Honorable Mayor and City Commissioners approve the acceptance of the Surety and the execution of the amended Development Agreement with Poulos & Bennett for Ocoee Village Center, Phase 1 Off-Site .

Attachments:

1. MMW Escrow Agreement
2. Phase Plan

Financial Impacts:

There are no financial impacts on the City by accepting this warranty Surety.

Type of Item: Consent

MAINTENANCE, MATERIALS, AND WORKMANSHIP
ESCROW AGREEMENT

This Agreement (the "Agreement") is entered into this ____ day of October, 2023, by **OCOOE VILLAGE DEVELOPER'S CONSORTIUM**, an unincorporated association of members consisting of Ocoee Village Residential LLC, a Delaware limited liability company ("NRP"), Kimaya Village Residential LLC, a Florida limited liability company ("Park Square") and DKC Ocoee Village Center SE, LLC, a Florida limited liability ("Konover"), hereinafter referred to as the "Developers" and the **CITY OF OCOOE**, a Florida municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Developers and Ocoee Development IV, LLC ("Original Developer") are the owners of certain real property located in Orange County, Florida more fully described in the attached **Exhibit "A"** which exhibit is incorporated herein by this reference (the "Property"); and

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

- (a) Case No. RZ-18-06-09, whereby on October 6, 2020, the Ocoee City Commission approved Ordinance No. 2019-011, rezoning the Property to PUD, under the Ocoee Land Development Code, as amended by Ordinance No. 2020-024 approved by the Ocoee City Commission on October 6, 2020 (collectively, the "Ocoee Village Center PUD"); and
- (b) Case No. CPA-2018-006, whereby on October 6, 2020, the Ocoee City Commission approved Ordinance No. 2019-010, amending the Ocoee Comprehensive Plan to change the Future Land Use Designation for the Property to "High Density Residential and Commercial" (the "Land Use Plan Amendment"); and
- (c) Project No. LS-2019-005, whereby on October 6, 2020, the Ocoee City Commission approved the Preliminary/Final Site Plan for the Townhomes at Ocoee Village Center (the "Townhome Site Plan Approval"); and
- (d) Project No. LS-2019.007, whereby on October 6, 2020, the Ocoee City Commission approved the Preliminary/Final Site Plan for the Allure Apartments at Ocoee Village Center (the "Apartment Site Plan Approval"); and
- (e) Project No. LS-2019-009, whereby on October 6, 2020, the Ocoee City Commission approved the Preliminary/Final Site Plan for the Southeast Commercial at Ocoee Village Center (the "Southeast Commercial Site Plan Approval"); and

WHEREAS, in connection therewith, the Developers have installed with the approval of the City certain roads, streets, drainage works, and/or other improvements (the "Improvements") under the provisions, conditions, and requirements of the City's Subdivision Regulations and the

Subdivision Plan; and

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

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

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

WHEREAS, pursuant to a Resolution dated October ____, 2023 and pursuant to the authority cited therein, NRP and Park Square, as the 2/3 majority vote of the duly appointed delegates of the Ocoee Village Developer's Consortium, authorized and approved the execution of this Agreement on behalf of the Ocoee Village Developer's Consortium.

NOW THEREFORE, the parties agree as follows:

SECTION 1. ESTABLISHMENT OF ESCROW FUND.

Developers hereby establish an escrow fund with the City in the amount of \$25,998.37 to guaranty the maintenance, materials, repair, replacement, workmanship, and structural integrity of the Improvements. This escrow fund shall be placed by the City in a non-interest bearing account at a local financial institution and shall be disbursed only in accord with the terms of this Agreement.

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

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

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

The funds escrowed hereunder shall be used by the City only to repair or replace the Improvements deemed by the City to not comply with the Subdivision Plan or the City's Subdivision Regulations, except as mutually agreed to by the parties in writing. If at any time during the two (2) year period following the issuance of the Certificate of Completion for the Improvements the City notifies Developers in writing of any deficiency or fault in the materials, workmanship, or structural integrity of the Improvements, and Developers fail to correct such deficiency or fault to the satisfaction of the City within thirty (30) days 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 Developers.

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

SECTION 4. CONTINUED APPLICABILITY OF SUBDIVISION REGULATIONS.

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

SECTION 5. DEVELOPERS' AUTHORITY.

In the event only two (2) of the Developers execute this Agreement, those Developers so executing hereby confirm, covenant and warrant that they have the authority to bind the members that constitute the Ocoee Village Developers Consortium to this Agreement and each of the executing Developers are bound to this Agreement even if the non-executing Developer is not so bound.

SIGNATURES TO FOLLOW

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

DEVELOPER:

Witnesses:

Kimaya Ocoee Village, LLC, a Foreign limited liability company

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

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

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

DEVELOPER:

Witnesses:

Ocoee Village Residential LLC, c/o The NRP Group,
a Foreign limited liability company

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

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

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

**OCOEE VILLAGE DEVELOPER'S CONSORTIUM, AN UNINCORPORATED
ASSOCIATION OF MEMBERS PURSUANT TO THAT CERTAIN CERTIFICATE OF
AUTHORITY DATED SEPTEMBER __, 2023:**

Witnesses:

Kimaya Ocoee Village, LLC, a Foreign limited liability
company

Printed Name: _____

By: _____

Name: _____

Title: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

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

Print Name: _____

Notary Public

My Commission Expires: _____

Commission Number: _____

Witnesses:

Ocoee Village Residential LLC, c/o The NRP Group,
a Foreign limited liability company

Printed Name: _____

Printed Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

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

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

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

ORIGINAL DEVELOPER:

OCOEE DEVELOPMENT IV, LLC,
A Florida limited liability company

Richard C. Wohlfarth, Manager

STATE OF FLORIDA
COUNTY OF _____

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

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

ATTEST:

By: _____
City Clerk

(SEAL)

FOR THE USE AND RELIANCE BY THE
CITY OF OCOEE ONLY. APPROVED
AS TO FORM AND LEGALITY
this _____ day of
_____, 20____.

FISHBACK DOMINICK

By: _____
City Attorney

CITY:

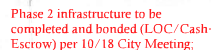
CITY OF OCOEE, FLORIDA,
a Florida municipal corporation

By: _____
Mayor

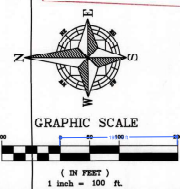
APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING
HELD ON _____, 20____
UNDER AGENDA ITEM NO. _____.

EXHIBIT "A"

(Legal Description of Real Property Constituting the Subdivision)



CITY OF OCCEE
APPROVED FOR PERMITTING
Michael W. Rumer
BY: MICHAEL W. RUMER, JR.
DEVELOPMENT SERVICES DIRECTOR
DATE: JUL 29 2027

[illegible]



Meeting Date: October 17, 2023
Item #: 7

Contact Name: CJ VanCamp
Contact Number: Ext. 2006

Department Director: Tom Smothers
City Manager: Robert Frank

Subject: Approval for Fire Department to Piggyback NAFECO Contract # 22 -7301 with Lake County. (Deputy Fire Chief Van Camp)

Background Summary:

The Ocoee Fire Department (OFD) utilizes North America Fire Equipment Co, Inc. (NAFECO) to purchase uniforms, supplies, and services for its members. Utilizing NAFECO has been shown to be an effective and efficient method to procure uniforms, supplies, and services for OFD. NAFECO has offered to allow OFD to piggyback off of Lake County's contract, which would provide leveraging spending and economies of scale for OFD.

Lake County's contract with NAFECO was implemented on August 1, 2022, and expired on July 31, 2022, with the option for two (2) two (2) year renewal options. On March 7, 2023, Lake County approved a modification of the contract to extend their agreement for two annual terms to expire on July 31, 2025. OFD would like to piggyback off of Lake County's Contract (# 22-7301) and Modification of Contract, including any renewals or future amendments, in order to secure the most competitive pricing for the purchase of uniforms, supplies, and services.

Issue:

Should the Honorable Mayor and City Commissioners approve piggybacking on Lake County's Contract # 22-7301 and modify the contract with NAFECO, including any renewals or amendments?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve piggybacking on Lake County's contract # 22-7301 and modify the contract with NAFECO, including any renewals or amendments.

Attachments:

1. Lake County Contract 22.7301
2. Modification of Contract
3. Ocoee Piggyback Contract

Financial Impacts:

None, as uniforms, supplies, and services expenses have been included in OFD's budget.

Type of Item: Consent



CONTRACT NO. 22-730I

For

Fire Equipment, Supplies, and Services

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

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

ATTACHMENTS:

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

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

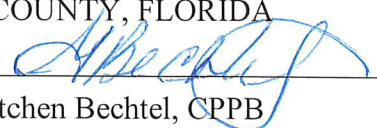
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

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

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

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

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

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



Office of Procurement Services

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

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

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

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

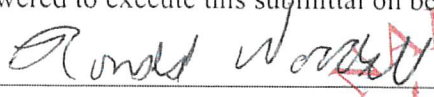
QUESTIONS/RESPONSES

- Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?
- R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**
- Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.
- R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**
- Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.
- R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

ACKNOWLEDGEMENT

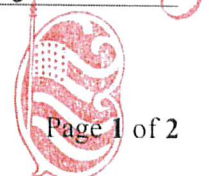
Firm Name: North America Fire Equipment Co., Inc. (NAFECO)

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

Signature of Legal Representative Submitting this Bid: 

Date: 4/19/22

Print Name: RONALD WOODALL



ADDENDUM NO. #2

22-730

Title: VICE PRESIDENT

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

Secondary E-mail Address:



Office of Procurement Services

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

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

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

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

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

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

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

Signature of Legal Representative Submitting this Bid:

Date: **3/28/22**

Print Name: **RONALD WOODALL**

Title: **VICE PRESIDENT**

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

Secondary E-mail Address:

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

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

1. SCOPE OF SERVICES

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

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

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

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

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

4. REBATES AND SPECIAL PROMOTIONS

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

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

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

5. REPAIR SERVICES

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

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

5.3. Contractor shall be factory certified to service equipment.

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

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

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

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

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

5.5.1.4. Lump sum estimates are not acceptable.

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

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

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

6. TRAINING

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

6.1.1. Manuals shall be included with equipment upon delivery.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

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

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

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

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

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

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

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

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

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

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

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

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

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

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

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

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

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

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

1.0 TERM OF CONTRACT

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

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

2.0 PAYMENT

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

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

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

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

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

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with

any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. YES

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

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

Street Address: 1515 WEST MOULTON STREET

City: DECATUR State and ZIP Code: AL, 35601

Mailing Address (if different): (SAME AS ABOVE)

Telephone: 256-353-7100 Fax: 256-355-0852

Federal Identification Number / TIN: 63-0725655

DUNS Number: 05-098-3451

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: RONALD WOODALL

Date: 4/27/2022

Ronald Woodall



ATTACHMENT 1 – SUBMITTAL FORM

22-730

Print Name: RONALD WOODALL

Title: VICE PRESIDENT

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

Secondary E-mail Address: n/a

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	WWW.NAFECO.COM		
	SHOP LOCATION		
2a	17641 E Colonial Dr, Orlando, FL 32820		
2b	SHANNON SAULS		
2c	Labor for Equipment Repair (not under warranty)	\$100.00	per hour
2d	Pickup or delivery services offered?	YES	
2e	Pick up / delivery fee for Equipment	\$65.00	per call

The following information is required for price redetermination consideration.

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

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

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	ALSO SEE ATTACHED ADDITIONAL SHEET	\$100.00	YES



Fire &
Rescue

Law
Enforcement

EMS
Supplies

Industrial Safety
Options (ISO)

NAFECO

Lake County, FL

22-730

Fire Equipment, Supplies and Services

Additional Information

EXCEPTION TO DELIVERY REQUIREMENTS:

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

CURRENT CATALOG AND MANUFACTURER'S PRICE LISTS:

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



Join Mailing List Scan QR Code or www.nafeco.com/subscribe

www.nafeco.com • 800-628-6233 •



NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		WWW.NAFECO.COM		
Warehouse Location(s):		Orlando FL, Clearwater, FL, Atlanta, GA, Decatur, AL, Sandston, VA,		
Contact Information For Emergency/Disaster Services (24/7)				
		Name:	SHANNON SAULS	
		Email:	SHANNON.SAULS@NAFECO.COM	
		Emergency Phone:	256-353-7100/ 470-214-2138	
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
5.11 Tactical	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Able 2 Sho Me	21.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Action Coupling	21.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Advanced Impressions	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Aegis	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Aeromax Toys	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Aervoe	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Afast Nozzles	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ajax Tools	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Akron Brass	25.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Alco-Lite	4.00%	Varies by product selection	FOB ORIGIN + 50%	www.nafeco.com
Alert Visions	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Alliance Mercantile-Viking Wear	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Amerex	30.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ameri-Viz	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Anchor Uniform	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ansell Healthcare-Microflex	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ansell Protective Solutions	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ansul-Chemguard	16.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Armor Express	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
ASP USA	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Atlenco-Tru Spec	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Augusta Sportswear	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Avon Manufacturing	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Avon Protection-ISI-Argus	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
B&B Fire Equip-FKA POK	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bates	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Batteries Plus	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bayco Products	30.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bayly Headwear	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bellville Boots	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Black Diamond Boots	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Blackinton	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Blue Generation	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Blue Pointe Sportswear	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bluewater Rope	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bolle Safety	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Boston	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Boston Leather	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Broberry-Carhartt FR	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Broder Bros	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Capps Shoe	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Cardiac Solutions	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Carhartt	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Casella	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Cast Products	21.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
CET	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Charles River Apparel	15.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Chicago Protective Apparel-CPA	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Circle D	7.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
CMC	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Coaxsher	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Cobra Caps	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Code 3	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Command Light	3.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
CoolCop	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Cotton Eyed Joes	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Cougar Tactical	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Council	20.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Covert Armor	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Crestar	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Danner-Lacrosse	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Dicke Safety Products	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Don Hume	20.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Draeger	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Dragon Fire Gloves	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Duo-Safety	2.00%	Varies by product selection	FOB ORIGIN+50%	www.nafeco.com
Dutyman	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Eagle Compressors	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Eagle Manufacturing	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Edwards & Cromwell	4.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Edwards Garment Co	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Edwards Mfg Co	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Eisman Ludmar	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Elbeco Uniforms	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Elk River Products	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Elkhart Brass	36.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Embroidery Services	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Enforcer One	25.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
ERB Industries	15.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Ergodyne	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
ESS	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Euramco - Ramfan	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
EZ Spanner-Better Tools	20.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fat Ivan	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fechheimer	4.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Federal Signal	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fine Print	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire Hooks Unlimited	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire House Decals	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire Innovations	11.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire Ninja	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire Research	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
FireAde Foam (FSP-Fire Ade)	25.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Firecom	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Firecraft	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
First On Socks	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
First Tactical	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Flir	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Foldatank	16.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Foxfury	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Game Sportswear	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gasco Gas	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gateway Safety	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gemtor	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gerber Outerwear	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gerber Tools	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
GH Armor	22.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gildan	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gillette Generators	1.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com

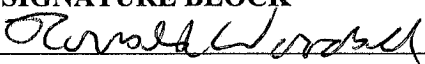
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Glacier Tek	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Glas-Master	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Golfire	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Golight	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Groves	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Haix	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Hale	11.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Hammerhead Ind-Gearkeeper	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Hanes	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Hankin Bros Cap Co	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Hannay	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Hanover Leather	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Harrington	24.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Harris Ind	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Hazmat DQE	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
HD Electric	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Honeywell Rae	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Honeywell Respiratory FKA Sperian	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Husky Drop Tank	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Hydra-Shield Fryelane	6.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Innotex	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Justrite Mfg	11.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
JYD	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
K-Tool	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Kappler	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Key Fire Hose	34.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Keystone Uniform Cap	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Kidde US	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
KNP Headwear	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Kochek	31.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Kussmaul	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Lakeland Ind	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Liberty	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Liberty Uniform	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Lightning X Products	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION Structural Gear	36.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION Helmets	36.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION Boots	35.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION Express Gear	37.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION Gloves	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION Hoods	11.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION Total Care	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION Uniforms	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION MT-94	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION MedPro & VersaPro	11.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION-Bullex Training Products	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Majestic Fire Apparel	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Majestic Gloves	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Mechanix Wear	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Meiko USA Inc	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Meret	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Merrell Footwear	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Moritz Emblem	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
MTS Safety	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
N Vision Optics	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
NAFFCO.COM	4.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
National Safety Apparel	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
New Pig Corp	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Niedner	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Nielsen Mfg	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Northwest River Supply-NRS	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Pac Mule	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Pacific Headwear	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Pacific Reflex	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Paul Conway	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
PEB Enterprises	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Pelican	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Pellerin-Milnor	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Performance Advantage Co-PAC	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Perimeter Solutions-FKA PhosChek-ICL	4.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Petra Roc	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Petzl	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
PGI	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Phalanx Defense Systems-PDS	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Plug N Dike	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
PMI	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Point Blank	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Portwest	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Premier Emblem	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
ProKure Solutions	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Propper	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Propper	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
R & B Fabricators	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Radians Industrial Safety-CSS	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Red Back Boots	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Red Head Brass	14.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Reflective Apparel	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
RefrigiWear	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ringers	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
RIT Safety	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Rite in the Rain	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
RKI Instruments	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Rocky Boots	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Rothco	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Royce Shields	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Safariland-Bianchi-Hatch	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Safewaze	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Samuel Broom Uniform Accessories	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
SanMar	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
SCBAs	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
School Apparel Inc	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Scott Plastics-Scotty FF	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Seattle Gloves	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Shelby	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Skedco	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Smith & Warren	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Sound Off	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Sound Uniform Solutions -Olympic Uniforms	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
South Park	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Southeastern	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Southeastern Shirt	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Spiewak	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Spilfyter - National Pkging Serv	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Spyderco	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stahls Transfer Express	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stallion Leather	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Star Products	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Starfield Lion	30.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stat Packs	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Steck	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Sterling Rope	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stop Heart Attack	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stop-Lite Sign	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stratton Hats	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Streamlight	40.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Super Vac	25.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Superfeet	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Superior Flamefighter	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Surefire	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tact Squad	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tact Squad-United Uniforms	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Taylors Leatherwear	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Taylors Tins	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Team Equip	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tele-Lite	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tempest-Leader	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tempo Gloves	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
The Meter Stick	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Thorlo	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Thorogood	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tiger Hill	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tingley Rubber Corp	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tonix	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Topps Safety Apparel	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tri-Mountain	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tru Spec	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
True North - Dragonwear	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
TSF Sportswear	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Turtle Plastics	6.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Underwater Kinetics	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
United Uniforms (covers Honor Guard)	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
US Coupling	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
US Night Vision Corp	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
VF Imagewear-Dickies, RedKap, Horace Small, Bulwark-Work Wear Outfitters	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Waterous	14.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Weddle Tool	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Weinbrenner	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Weldon	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Whelen	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Whelen Industrial	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Wiley X	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Will-Burt	4.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Winco	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Wolfpack Gear	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Wolverine Worldwide	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Workrite	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Xtreme Visibility	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ziamatic	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/28/2023	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add additional product providers to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u></u> Print Name: <u>Ronald Woodall</u> Title: <u>Vice President</u> Date: <u>8/29/23</u> E-mail: <u>ronald.woodall@nafeco.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.08.31 09:13:17 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

Page 177 of 782



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 8/1/2023	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.	
CONTRACTOR SIGNATURE BLOCK Signature: <u><i>Ronald Woodall</i></u> Print Name: <u>Ronald Woodall</u> Title: <u>Vice President</u> Date: <u>3-7-2023</u> E-mail: <u>ronald.woodall@nafeco.com</u> Secondary E-mail: <u>sondra.barnes@nafeco.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u><i>Gretchen Bechtel</i></u> Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Officer II Date: <u>2023.03.08 07:04:25 -05'00'</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



CONTRACT NO. 22-730I

For

Fire Equipment, Supplies, and Services

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

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

ATTACHMENTS:

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

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

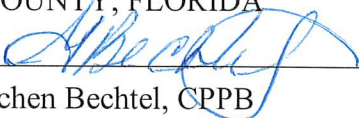
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

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

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

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

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

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



Office of Procurement Services

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

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

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

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

QUESTIONS/RESPONSES

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

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

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

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

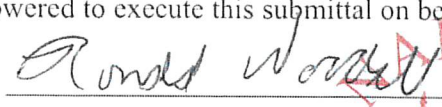
Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

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

ACKNOWLEDGEMENT

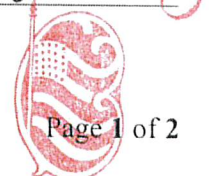
Firm Name: North America Fire Equipment Co., Inc. (NAFECO)

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

Signature of Legal Representative Submitting this Bid: 

Date: 4/19/22

Print Name: RONALD WOODALL



Page 1 of 2

ADDENDUM NO. #2

22-730

Title: VICE PRESIDENT

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

Secondary E-mail Address:



Office of Procurement Services

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

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

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

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

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

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

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

Signature of Legal Representative Submitting this Bid:

Date: **3/28/22**

Print Name: **RONALD WOODALL**

Title: **VICE PRESIDENT**

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

Secondary E-mail Address:

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

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

1. SCOPE OF SERVICES

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

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

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

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

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

4. REBATES AND SPECIAL PROMOTIONS

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

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

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

5. REPAIR SERVICES

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

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

5.3. Contractor shall be factory certified to service equipment.

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

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

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

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

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

5.5.1.4. Lump sum estimates are not acceptable.

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

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

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

6. TRAINING

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

6.1.1. Manuals shall be included with equipment upon delivery.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

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

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

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

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

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

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

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

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

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

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

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

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

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

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

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

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

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

[The remainder of this page is intentionally left blank.]

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

1.0 TERM OF CONTRACT

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

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

2.0 PAYMENT

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

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

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

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

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

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with

any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. YES

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

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

Street Address: 1515 WEST MOULTON STREET

City: DECATUR State and ZIP Code: AL, 35601

Mailing Address (if different): (SAME AS ABOVE)

Telephone: 256-353-7100 Fax: 256-355-0852

Federal Identification Number / TIN: 63-0725655

DUNS Number: 05-098-3451

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: RONALD WOODALL

Date: 4/27/2022

Ronald Woodall



ATTACHMENT 1 – SUBMITTAL FORM

22-730

Print Name: RONALD WOODALL

Title: VICE PRESIDENT

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

Secondary E-mail Address: n/a

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	WWW.NAFECO.COM		
	SHOP LOCATION		
2a	17641 E Colonial Dr, Orlando, FL 32820		
2b	SHANNON SAULS		
2c	Labor for Equipment Repair (not under warranty)	\$100.00	per hour
2d	Pickup or delivery services offered?	YES	
2e	Pick up / delivery fee for Equipment	\$65.00	per call

The following information is required for price redetermination consideration.

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

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

LIST MANUFACTURER SUPPORTED.

[illegible]



Fire &
Rescue

Law
Enforcement

EMS
Supplies

Industrial Safety
Options (ISO)

NAFECO

Lake County, FL

22-730

Fire Equipment, Supplies and Services

Additional Information

EXCEPTION TO DELIVERY REQUIREMENTS:

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

CURRENT CATALOG AND MANUFACTURER'S PRICE LISTS:

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



Join Mailing List Scan QR Code or www.nafeco.com/subscribe

www.nafeco.com



800-628-6233



NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		WWW.NAFECO.COM		
Warehouse Location(s):		Orlando FL, Clearwater, FL, Atlanta, GA, Decatur, AL, Sandston, VA,		
Contact Information For Emergency/Disaster Services (24/7)				
		Name:	SHANNON SAULS	
		Email:	SHANNON.SAULS@NAFECO.COM	
		Emergency Phone:	256-353-7100/ 470-214-2138	
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
5.11 Tactical	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Able 2 Sho Me	21.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Action Coupling	21.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Advanced Impressions	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Aegis	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Aeromax Toys	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Aervoe	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Afast Nozzles	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ajax Tools	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Akron Brass	25.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Alco-Lite	4.00%	Varies by product selection	FOB ORIGIN + 50%	www.nafeco.com
Alert Visions	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Alliance Mercantile-Viking Wear	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Amerex	30.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ameri-Viz	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Anchor Uniform	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ansell Healthcare-Microflex	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ansell Protective Solutions	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ansul-Chemguard	16.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Armor Express	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
ASP USA	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Atlenco-Tru Spec	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Augusta Sportswear	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Avon Manufacturing	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Avon Protection-ISI-Argus	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
B&B Fire Equip-FKA POK	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bates	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Batteries Plus	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bayco Products	30.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bayly Headwear	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bellville Boots	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Black Diamond Boots	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Blackinton	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Blue Generation	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Blue Pointe Sportswear	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Blewater Rope	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bolle Safety	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Boston	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Boston Leather	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Broberry-Carhartt FR	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Broder Bros	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Capps Shoe	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Cardiac Solutions	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Carhartt	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Casella	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Cast Products	21.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
CET	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Charles River Apparel	15.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Chicago Protective Apparel-CPA	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Circle D	7.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
CMC	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Coaxsher	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Cobra Caps	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Code 3	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Command Light	3.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
CoolCop	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Cotton Eyed Joes	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Cougar Tactical	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Council	20.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Covert Armor	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Crestar	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Danner-Lacrosse	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Dicke Safety Products	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Don Hume	20.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Draeger	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Dragon Fire Gloves	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Duo-Safety	2.00%	Varies by product selection	FOB ORIGIN+50%	www.nafeco.com
Dutyman	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Eagle Compressors	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Eagle Manufacturing	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Edwards & Cromwell	4.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Edwards Garment Co	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Edwards Mfg Co	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Eisman Ludmar	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Elbeco Uniforms	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Elk River Products	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Elkhart Brass	36.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Embroidery Services	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Enforcer One	25.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
ERB Industries	15.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Ergodyne	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
ESS	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Euramco - Ramfan	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
EZ Spanner-Better Tools	20.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fat Ivan	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fechheimer	4.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Federal Signal	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fine Print	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire Hooks Unlimited	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire House Decals	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire Innovations	11.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire Ninja	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire Research	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
FireAde Foam (FSP-Fire Ade)	25.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Firecom	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Firecraft	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
First On Socks	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
First Tactical	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Flir	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Foldatank	16.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Foxfury	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Game Sportswear	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gasco Gas	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gateway Safety	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gemtor	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gerber Outerwear	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gerber Tools	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
GH Armor	22.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gildan	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gillette Generators	1.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Glacier Tek	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Glas-Master	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Golfire	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Golight	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Groves	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Haix	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Hale	11.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Hammerhead Ind-Gearkeeper	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Hanes	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Hankin Bros Cap Co	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Hannay	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Hanover Leather	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Harrington	24.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Harris Ind	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Hazmat DQE	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
HD Electric	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Honeywell Rae	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Honeywell Respiratory FKA Sperian	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Husky Drop Tank	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Hydra-Shield Fryelane	6.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Innotex	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Justrite Mfg	11.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
JYD	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
K-Tool	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Kappler	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Key Fire Hose	34.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Keystone Uniform Cap	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Kidde US	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
KNP Headwear	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Kochek	31.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Kussmaul	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Lakeland Ind	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Liberty	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Liberty Uniform	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Lightning X Products	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION Structural Gear	36.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION Helmets	36.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION Boots	35.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION Express Gear	37.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION Gloves	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION Hoods	11.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION Total Care	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION Uniforms	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION MT-94	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION MedPro & VersaPro	11.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
LION-Bullex Training Products	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Majestic Fire Apparel	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Majestic Gloves	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Mechanix Wear	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Meiko USA Inc	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Meret	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Merrell Footwear	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Moritz Emblem	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
MTS Safety	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
N Vision Optics	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
NAFFCO.COM	4.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
National Safety Apparel	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
New Pig Corp	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Niedner	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Nielsen Mfg	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Northwest River Supply-NRS	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Pac Mule	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Pacific Headwear	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Pacific Reflex	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com

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PEB Enterprises	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Pelican	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Pellerin-Milnor	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Performance Advantage Co-PAC	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Perimeter Solutions-FKA PhosChek-ICL	4.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Petra Roc	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Petzl	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
PGI	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Phalanx Defense Systems-PDS	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Plug N Dike	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
PMI	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Point Blank	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Portwest	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Premier Emblem	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
ProKure Solutions	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Propper	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Propper	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
R & B Fabricators	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Radians Industrial Safety-CSS	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Red Back Boots	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Red Head Brass	14.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Reflective Apparel	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
RefrigiWear	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ringers	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
RIT Safety	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Rite in the Rain	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
RKI Instruments	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Rocky Boots	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Rothco	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Royce Shields	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Safariland-Bianchi-Hatch	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Safewaze	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Samuel Broom Uniform Accessories	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
SanMar	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
SCBAs	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
School Apparel Inc	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Scott Plastics-Scotty FF	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Seattle Gloves	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Shelby	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Skedco	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Smith & Warren	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Sound Off	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Sound Uniform Solutions -Olympic Uniforms	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
South Park	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Southeastern	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Southeastern Shirt	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Spiewak	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Spilfyter - National Pkging Serv	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Spyderco	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stahls Transfer Express	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stallion Leather	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Star Products	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Starfield Lion	30.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stat Packs	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Steck	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Sterling Rope	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stop Heart Attack	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stop-Lite Sign	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stratton Hats	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Streamlight	40.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Super Vac	25.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Superfeet	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Superior Flamefighter	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Surefire	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tact Squad	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tact Squad-United Uniforms	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Taylors Leatherwear	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Taylors Tins	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Team Equip	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tele-Lite	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tempest-Leader	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tempo Gloves	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
The Meter Stick	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Thorlo	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Thorogood	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tiger Hill	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tingley Rubber Corp	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tonix	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Topps Safety Apparel	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tri-Mountain	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tru Spec	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
True North - Dragonwear	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
TSF Sportswear	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Turtle Plastics	6.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Underwater Kinetics	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
United Uniforms (covers Honor Guard)	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
US Coupling	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
US Night Vision Corp	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
VF Imagewear-Dickies, RedKap, Horace Small, Bulwark-Work Wear Outfitters	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Waterous	14.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Weddle Tool	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Weinbrenner	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Weldon	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Whelen	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Whelen Industrial	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Wiley X	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Will-Burt	4.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Winco	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Wolfpack Gear	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Wolverine Worldwide	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Workrite	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Xtreme Visibility	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ziamatic	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com



Fire &
Rescue

Law
Enforcement

EMS
Supplies

Industrial Safety
Options (ISO)

NAFECO

October 4, 2023

City of Ocoee Fire Department

The purpose of this letter is to extend our agreement in continuance of service to City of Ocoee Fire Department under the cooperative purchase agreement provided through Lake County Office of Procurement. Under the agreement, we extend the opportunity to support your efforts as noted below through the end of the entire Lake County Contract. (1) Primary and (2) 2 year extensions.

For the purpose of our agreement, NAFECO agrees to extend the same prices to the addressed Fire Department as we have offered to Lake County, FL, for the life of our agreement with Lake County. (**Bid/RFP Number:** 22-730 **Project Title:** Fire Equipment, Supplies, & Services **Status:** Awarded (7/27/2022 2:41:14 PM))

Amendment #1 has been signed and the extension of contract dates are 08/01/2023-07/31/2025.

Sincerely,

Ronald Woodall
Vice President



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Meeting Date: October 17, 2023

Item #: 8

Contact Name: CJ VanCamp
Contact Number: Ext. 2006

Department Director: Tom Smothers
City Manager: Robert Frank

Subject: Approval to Accept the Florida Firefighter Cancer Decontamination Equipment Grant for the Purchase of Structural Firefighting Gloves. (Deputy Fire Chief Van Camp)

Background Summary:

On July 18, 2023, the City Commission approved the Fire Department (the department) to submit a matching (75%/25%) application through the Florida Firefighter Cancer Decontamination Equipment Grant for the purchase of one hundred (100) sets of structural firefighting gloves in various sizes (ex. small, medium, large, etc.). This was intended to ensure that all agency members have two sets of gloves immediately available. It would also have provided a small number of spare gloves that would be available to crews in the event that their primary and secondary PPE become contaminated or damaged and need to be replaced.

The department was notified on September 26, 2023, that it was awarded a matching grant for the purchase of 63 pairs of gloves, for a total cost of \$6,300. This will provide all combat members with a second set of structural firefighting gloves. The department will be responsible for matching 25% of the total cost, which will be \$1,575. The purchase of spare gloves will be included in future budgetary processes.

The Florida Firefighter Cancer Decontamination Equipment Grant was created within the Division of the State Fire Marshal to help protect the health and safety of firefighters in the State of Florida. The program will provide financial assistance to help fire departments procure equipment, supplies, and educational training designed to mitigate exposure to hazardous, cancer-causing chemicals. The objective of this program is to award matching grants to eligible fire departments on a financial-need basis, for the purchase of the equipment, supplies, and training designed to mitigate exposure to those chemicals.

Issue:

Should the Honorable Mayor and City Commissioners approve the acceptance of the grant for the purchase of structural firefighting gloves?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve to accept the grant and purchase the structural firefighting gloves.

Attachments:

1. Grant_Award_Letter_FY23-24_City of Ocoee FD

Financial Impacts:

The total cost of the purchase of sixty-three sets of structural firefighting gloves is \$6,300.00. The Florida Firefighter Cancer Decontamination Equipment Grant would provide 75% (\$4,725.00) of the total cost. If successful, the financial impact on the city would be the remaining 25% (\$1,575.00). The department has included this cost into its annual personal protective equipment budget.

Type of Item: Consent



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER
STATE FIRE MARSHAL
STATE OF FLORIDA

September 26, 2023

City of Ocoee Fire Department
563 S. Bluford Avenue
Ocoee, FL 34761

Re: Florida Firefighter Cancer Decontamination Equipment Grant Program

Dear Chief Smothers,

The Bureau received requests for \$2.25 million dollars equipment under the Fiscal Year 2023/24 Florida Firefighter Cancer Decontamination Equipment Grant. On behalf of the Division of State Fire Marshal, we are pleased to inform you that your grant application has been approved. The Bureau of Fire Standards and Training carries out the responsibilities of administering your grant.

The approved project is to purchase 63 pairs of gloves not to exceed a total cost of \$6,300.00. Your department is responsible for 25% of this amount. Please note that the grant does not pay for shipping, installation, wiring and/or plumbing, accessories, or supplies.

In order for your department to participate in this grant, you are required to accept the grant award within 30 calendar days of receipt of this letter. Please send your acceptance/denial email to susan.schell@myfloridacfo.com. Once accepted, the department/fire service provider will receive a contract agreement that you are required to approve, execute the Agreement, and submit a copy of the entire contract document by email to susan.schell@myfloridacfo.com.

As per grant award, the department/fire service provider is required to be in "full" Safety Compliance from the Bureau of Fire Standards and Training. Any outstanding compliance items are to be completed within 90 days of the grant award notification. If not completed, then the grant award will be revoked.

If you have any questions, concerns, or need assistance with regards to this process, please call Susan Schell at 352-369-2836.

Susan Schell

Susan Schell, Safety Programs Manager

SUSAN SCHELL • SAFETY PROGRAMS MANAGER
STATE FIRE MARSHAL • BUREAU OF FIRE STANDARDS AND TRAINING
11655 NW GAINESVILLE ROAD • OCALA, FLORIDA 34482-1486 • TEL. 352-369-2836 • FAX 352-732-1433
EMAIL • SUSAN.SCHELL@MYFLORIDACFO.COM
AFFIRMATIVE ACTION • EQUAL OPPORTUNITY EMPLOYER



Meeting Date: October 17, 2023

Item #: 9

Contact Name: CJ VanCamp
Contact Number: Ext. 2006

Department Director: Tom Smothers
City Manager: Robert Frank

**Subject: Approval of Educational Affiliation Agreement with Valencia College (Citywide).
(Deputy Fire Chief Van Camp)**

Background Summary:

The Ocoee Fire Department is seeking to renew a formal affiliation agreement with Valencia College (Valencia), which will allow personnel who are attending paramedic school the ability to complete their ride time on the agency's rescue units and receive credit towards their education.

Issue:

Should the Honorable Mayor and City Commissioners approve and authorize the Mayor to enter into an affiliation agreement with Valencia College to enable personnel to receive credit for paramedic clinical ride time?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve and authorize the Mayor to enter into the affiliation agreement with Valencia College.

Attachments:

1. Valencia Agreement

Financial Impacts:

There is no financial impact caused by this Agreement.

Type of Item: Consent

**AFFILIATION AGREEMENT
BETWEEN
THE DISTRICT BOARD OF TRUSTEES
OF
VALENCIA COLLEGE, FLORIDA
AND
OCOOE FIRE DEPARTMENT**

THIS AFFILIATION AGREEMENT is between **THE DISTRICT BOARD OF TRUSTEES OF VALENCIA COLLEGE, FLORIDA**, (hereinafter the “College”), and **Ocoee Fire Department**, (hereinafter the “Agency”), hereinafter collectively referred to as the “Parties”.

WHEREAS, the Agency is located at, **1 N Bluford Ave, Ocoee, Florida 34761** and provides clinical and/or medical services;

WHEREAS, the College is a public higher educational institution with approved programs of study as specified in **Exhibit “A,”** (hereinafter the “Programs”), which require clinical or observation experiences of students enrolled therein (hereinafter “Clinical or Observation Experience Rotation” or “Rotation”), and desires its students in the Programs (hereinafter the “Students” or “Program Students”) to obtain educational experiences by utilizing appropriate facilities operated by the Agency (hereinafter the “Facilities”) and personnel of third parties consistent with the purpose of the College as well as accreditation and/or professional requirements and standards; and

WHEREAS, Agency is a municipal corporation which has the resources in equipment and staff to provide the educational experiences required by the Programs, and has agreed to make such resources available to College; and

WHEREAS, it is to the benefit of both the College and the Agency to cooperate in the educational preparation of Students enrolled in the Programs so as to promote excellence in patient care, to ensure professional competence, and to provide maximum utilization of community resources;

NOW AND THEREFORE, in consideration of mutual promises herein and other good and valuable consideration, College and Agency agree that any Rotation established and implemented by Agency and College during the term of this Agreement shall be subject to the following terms and conditions:

- 1. PURPOSE.** The purpose of this Agreement is to establish procedures and guidelines for the provision of educational experiences within the Facilities for Program Students.
- 2. RESPONSIBILITY OF AGENCY.** Except for acts to be performed by College pursuant to the provisions of this Agreement, Agency shall furnish the Facilities, personnel, services

and all other items necessary for the educational experience, and, in connection with such Rotation, Agency also shall:

- a). Employ medical/health care providers, administrative, and direct patient care staff who are currently licensed to practice in their designated health profession in the State of Florida and who are qualified either through experience and/or academically to uphold and demonstrate standards of health care practice as established by Agency;
- b). Cooperate with the College in a mutually agreeable manner in enforcing College policies and procedures related to Student performance and Student conduct, provided that such policies and procedures do not conflict with Agency's policies and procedures. In the event of a conflict, Agency's policies and procedures will control.
- c). Endeavor to comply with all applicable requirements of any accreditation authority over Agency and certify such compliance upon request by College.
- d). Permit the authority responsible for accreditation of College's curriculum to evaluate for consistency with institutional purpose, vision, values and mission the Facilities, services and all other items provided by Agency upon reasonable notice.
- e). Designate a person(s) to serve for Agency as liaison(s) (hereinafter the "Agency Liaison"), and provide College, in writing, the name and professional and academic credentials of all persons proposed as Agency Liaison prior to the start of the educational experience(s), who will:
 - (1) Assist the College's coordinating faculty members (hereinafter the "Faculty") with the planning of educational experiences and patient care assignments; and
 - (2) Meet with the College's coordinating Faculty to discuss the quality of the educational experiences and any problems which may have arisen in the provision of those experiences.
- f). Endeavor to include appropriate members of the Faculty in Agency meetings or communications when policies to be discussed will affect or are related to the Rotation and/or Students at the Agency's discretion.
- g). Provide the Students and Faculty with an orientation of the Facilities, or orientation packets about the Facilities/Agency, which will include training about policies and procedures, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as modified by the Health Information and Technology for Economic and Clinical Health Act (HITECH Act), especially as it relates to the Agency's confidentiality requirements, and instruction on OSHA regulations regarding blood-borne pathogens, infectious disease plans, and hazardous chemical plan, and how, when and why to report incidents.
- h). Provide supervised educational experiences for Students that fulfill the curriculum requirements of the Program and meet the objectives agreed upon by the College

and the Agency. Allow Faculty access to the Facilities for the purposes of coordinating, observing and instruction of Students engaged in educational experiences;

- i). Plan, administer and retain total responsibility for all aspects of patient care and provide for qualified supervision of all patient activities.
- j). Provide Faculty and Students with, or seek emergency accident care for injuries, or illnesses of an acute nature, incurred while on duty at the Facilities. Emergency treatment of Students or Faculty for any injuries incurred during educational activities must be covered through the individual's personal health insurance plan, or through his/her own resources. Personal health insurance coverage for the College's Faculty and/or Students, or the cost of any medical care or emergency treatment, will not be the responsibility of the College and/or Agency.
- k). Not guarantee it will place or maintain placement of any Student at Agency.
- l). Notify College of any Student whose work or conduct with clients, patients or personnel is not, in the opinion of Agency, in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Agency's operation. The notice shall be prompt and contain an appropriate description of the work or conduct necessitating the notice or removal of the Student from the Facilities. Agency may withdraw any Student or Faculty from its Facilities whose conduct or work with patients, personnel, or medical staff is not in accordance with the policies and procedures of Agency or is detrimental to patients or others and College agrees to immediately communicate and implement as appropriate the Agency's determination to withdraw such student or instructor from Agency's Facilities.
- m). Provide Faculty with written policies, procedures, standards of care and protocols of Agency, which College acknowledges shall govern Students and Faculty involved in the Rotation. The Agency may at any time summarily relieve a Student from a specific assignment, or request that a Student or Faculty member leave a patient care area for causes related to the quality of patient care;
- n). Maintain its operating license and appropriate accreditation.
- o). Provide preceptors for any Rotation for which College requests preceptors. Preceptors selected by Agency for a Rotation will meet such experience, licensure, and skills requirements as are mutually agreed upon by the College and the Agency. Agency designee will work with Faculty in determining the assignment of Agency preceptors within the Rotation(s). The Program(s) for which Rotation preceptors are requested are listed on **Exhibit "B"**.

3. RESPONSIBILITIES OF COLLEGE. The College shall:

- a). Require a physical examination of all Students prior to their participation in the Rotation. The physical examination shall include general physical exam, utilizing history (mobility, motor skills, hearing, visual and tactile abilities) and

immunization assessment and any other exam that Agency may reasonably require. Students and Faculty must have current immunizations including Varicella, Hepatitis B (or signed waiver if refused), MMR, Tetanus. If titer is negative for Varicella, College will require Student to receive Varicella vaccine. If Student has positive PPD results, College will provide confirmation that Student has a negative chest x-ray. All Students and Faculty must have a current (within one year) PPD. College will notify Agency of any positive PPD results. College will require any Student who may be exposed to a patient with known or suspected TB to be fitted for a respirator. College will maintain required immunization records.

- b). Provide verification consistent with the requirements of this section indicating that a criminal background check has been conducted on all Students 18 years of age or older and all Faculty, prior to commencement of a Rotation. The criminal background check must include all cities, counties, and states in which the Student or Faculty has resided and in which the Student or Faculty has worked at any time during the preceding ten (10) years. Agency will provide College with a list of convictions and/or pending charges that Agency has determined will disqualify a Student or Faculty from Rotation participation (“Student Disqualification Guidelines – Criminal Background” attached hereto as **Exhibit C**), which College will use in connection with background checks. College will not send any Student or Faculty who is clearly disqualified to Agency’s facility to participate in a Rotation. In the event College is unable to determine whether a particular Student or Faculty is disqualified pursuant to Agency’s list, College will consult Agency for Agency’s evaluation and determination. Agency retains the ultimate right to determine if a Student is disqualified.
- c). Provide Agency, in writing, the names of the Students assigned by College to participate in the Rotation prior to the beginning of the Rotation.
- d). Present Program Students for Rotations who have adequate preclinical instruction and who, in the discretion of the Faculty, have adequately fulfilled the preclinical requirements of the Program curriculum;
- e). Procure and maintain, through the Florida College System Risk Management Consortium (FCSRMC), occurrence-type professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per incident and three million dollars (\$3,000,000.00) annual aggregate covering the Students and any Faculty members for instruction/supervision of Students only. At the Agency’s request, the College shall provide the Agency with a Certificate of Insurance evidencing such coverage.
- f). Provide the services of a Faculty member, or other College liaison, who will:
 - (1) Plan, in conjunction with staff member(s) of the Agency, the educational experiences and patient care assignments that will fulfill the educational requirements of the Program curriculum; and

- (2) Meet with staff member(s) of the Agency to discuss the quality of the educational experiences and any problems which may have arisen in the provision of those experiences.
- g). Upon receipt of Agency's notice of a Student or other Rotation participant whose work or conduct with clients, patients or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Agency's operation, evaluate such Student's or Rotation participant's conduct and take appropriate action. It is understood that, if Agency takes action under the provisions of Section 2.1., above, that the Student's or Rotation participant's participation in the Rotation at Agency shall immediately cease, subject to being resumed only with the mutual written agreement of College and Agency.
- h). Not guarantee it will place or maintain the placement of any Program Student at Agency.
- i). Agree to require participating Faculty, staff and Students to comply with the applicable policies and procedures of the Agency during the course of their participation, to the extent permitted by law. Solely for the purpose of defining the Students' role in relation to the use and disclosure of the Agency's protected health information, such Students are defined as members of the Agency's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of the Agency or of College.
- j). Agree to require Program Students, Faculty and other College-employed Program participants, as a condition of their participation in the Program, to execute a Confidentiality Statement [(**Exhibit "D"**) or in another form mutually accepted by the Parties] with the Agency, acknowledging their responsibility under applicable Federal law and regulations, including but not limited to regulations under the Health Insurance Portability and Accountability Act ("HIPAA"), to keep confidential any information regarding Agency patients, as well as confidential information of the Agency, as a condition of participation in the Rotation; and provide Agency with copies of the executed Confidentiality Statements for each Program Student, Faculty, and other College-employed Rotation participant prior to the start of the Rotation.
- k). Maintain individual records of class and clinical instruction, evaluations of Students, preceptor, and Faculty competency and health.
- l). Establish and maintain for this educational Rotation, curriculum standards and educational policies that meet College standards and applicable licensing and accreditation requirements;
- m.) Administer, organize and operate the overall educational Program and retain responsibility for the education of Students in and for the Program curriculum, its design, delivery, and quality;

- n). Provide course outlines to Agency that include objectives, goals and classes for each course providing educational experience;
- o). Provide Agency with a copy of the College's Student Code of Conduct Policy and/or the Health Science Program's Student Handbook that sets forth the rules governing student behavior.

4. RESPONSIBILITY TO INFORM STUDENTS. The College shall inform its Students in the Program that as participants in the Rotation they are required to:

- a). Comply with the policies and procedures of Agency, to the extent permitted by law, including the Agency's policies on confidentiality and disclosure of information;
- b). Comply with state and federal laws and regulations;
- c). Provide and wear the necessary and appropriate uniform while on duty at Agency;
- d). Obtain prior written approval of both Parties before publishing any material related to the learning experience provided under the terms of this Agreement.
- e). Maintain the confidentiality of all records or information exchanged in the course of the Rotation, including, but not limited to, protected health information, as defined under HIPAA.
- f). Acknowledge and agree that neither the College nor the Agency guarantees to place or maintain placement of any Program Student under this Agreement and that participation in the Program does not qualify them as an Employee of Agency, per Section 7 of this Agreement.
- g). As required by Agency as a condition of participation in the Rotation, execute and abide by the attached Confidentiality Statement (Exhibit D) pursuant to Section 3(j) above.

5. RESPONSIBILITY OF THE COLLEGE AND THE AGENCY: ROTATION COORDINATION.

- a). College and Agency agree to work together to establish and maintain a quality Rotation. Agency agrees to take an active role in suggesting or establishing education policy, curriculum, and course content.
- b). College and Agency agree to provide representatives to form an Advisory Committee to meet periodically to fashion, discuss, evaluate, and make recommendations to revise the Rotation experience at Agency. College agrees upon request to provide representatives from the Faculty to serve on Agency committee(s) relevant to the Rotation.
- c). The parties acknowledge that many student education records are protected by the Family Educational Rights and Privacy Act ("FERPA"), [20 United States Code

sections 1232(g), 1232(h) and 1232(i)], and federal regulations issued pursuant to such act, and by state law in s. 1002.22, F.S., and that generally, written student consent must be obtained before releasing personally identifiable student education records to anyone other than College. College agrees to provide guidance to Agency with respect to complying with the provisions of FERPA and similar state law. Agency agrees to treat all student education records that are specifically identified as such by the parties confidentially and not to disclose such student education records except to College and Agency officials who need the information to fulfill their professional responsibilities, or as required or permitted by law. The parties acknowledge that the fact that a Student is mentioned in a record or report generated and/or maintained by Agency in the normal course and scope of its operations, and not created or maintained by College, may not cause such record or report to be considered a “student education record” for purposes of this paragraph.

- d). Neither party shall have the power to obligate the other party’s resources, or commit the other party to any particular action.
- e). Both Parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations and in compliance with the standards, rulings, and regulations of relevant accreditation and regulatory bodies, as well as their own respective institutional rules and regulations.
- f). A Party will cooperate fully with the other Party and its counsel in the defense of any claims against a Party in any way arising out of or connected with this Agreement. Such cooperation, including attendance at depositions, trials, conferences, and the rendering of written reports, will be at no expense to the Party subject to the claim.

6. REQUEST FOR WITHDRAWAL OF FACULTY OR STUDENT. College shall have full responsibility for the conduct of any Student or Faculty disciplinary proceedings and shall conduct the same, with input from Agency, in accordance with all applicable statutes, rules, regulations and case law.

- (a) No provision of this Agreement shall prevent Agency from refusing to accept or continue any Student or Faculty in the Rotation at Agency’s Facilities who has previously been employed by Agency and who has been determined by Agency to be ineligible for rehire for any reason. The Agency shall notify the College in writing of its refusal to accept or continue a Student or Faculty in the Rotation on this basis but shall be under no obligation to provide a reason any individual is considered ineligible for rehire. Agency can impose temporary withdrawal of a Student or Faculty from Agency’s Facilities. The Agency shall provide to the College prompt written notice of such a withdrawal, which shall state the reason(s) for the temporary withdrawal.
- (b) The Agency may also submit to College a notice documenting its decision to require the permanent withdrawal of any Student or Faculty from Agency’s Facilities for a reasonable cause related to the need for maintaining a safe and orderly environment, and the College shall immediately cause the Student or

Faculty to comply with Agency's decision as documented. The notice from the Agency shall set forth the basis for withdrawal.

- (c) In the event the College does not agree with the Agency's refusal to accept or continue a Student or Faculty, Agency's temporary withdrawal of a Student or Faculty from Agency's facilities, or Agency's request for permanent withdrawal of a Student or Faculty from Agency's facilities, the College may request a meeting with the Agency's designee to discuss the basis for any such disagreement, which meeting will be scheduled within a reasonable time as mutually agreed between the parties. The parties agree that if such a meeting is requested, the Student or Faculty in question will not be permitted in Agency's Facilities pending the outcome of the meeting. Agency's decision following such meeting will be final.
- (d) The College may at any time withdraw a Faculty member or Student whose progress, conduct, or work does not meet the standards of the College for continuation in the Program.

7. INDEPENDENT CONTRACTOR/STUDENT STATUS.

- a). The relationship of the Parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party. Students shall not be considered employees of either party notwithstanding the language of Section 3(i) herein. In no circumstance shall Students be considered employees or agents of College.
- b). Students shall participate in the Rotation hereunder for the sole consideration of obtaining an educational experience. Each party agrees that the Students will be in a learning situation and that the primary purpose of the placement is for the Students' learning and the benefit of the Students. It is further understood that the Student shall not at any time replace or substitute for any Agency employee. Nor shall Student perform any of the duties normally performed by an employee of the Agency except such duties as are a part of their training and are performed by the Student under the direct supervision of an Agency employee. Students are not entitled to a job at the completion of the educational experience. Agency derives no immediate advantage from the activities of the Students, and on occasion its operations may actually be impeded. The Agency, College, and the Students understand that the Students are not entitled to wages for the time spent at in training. Each party agrees that no Student in the Rotation will be deemed to be an employee, agent or volunteer of the Agency or the College by virtue of participation in the Rotation, nor will the Agency or the College be liable for the payment of any wage, salary, or compensation of any kind for service provided by the Students while participating in the Rotation. Further, no Student will be covered under the Agency's or the College's Worker's Compensation, social security, or unemployment compensation programs while participating in the Rotation.

8. INSURANCE.

a). **INSURANCE OF COLLEGE.** The Agency acknowledges that the College is a political subdivision of the State of Florida and warrants, and represents that it participates in the Florida Community College Risk Management Consortium, with headquarters in Gainesville, Florida, for worker's compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the College. Its self-insured fund and various policies are authorized and stated in Florida Statutes, Section 1001.64(27) and Section 768.28. The College agrees to maintain its participation in the Florida Community College Risk Management Consortium for the duration of this Agreement. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the College to be sued; or (iii) a waiver of sovereign immunity of the College beyond the waiver provided in Section 768.28, Florida Statutes.

b). **INSURANCE OF AGENCY.** Agency shall maintain, at its own cost and expense, through commercial insurance, a program of self-insurance, or a combination thereof, general and professional liability insurance covering Agency against professional liability (malpractice) claims, in the minimum amount of Two Hundred Fifty Thousand dollars (\$250,000) per occurrence/Seven Hundred Fifty Thousand dollars (\$750,000) aggregate for facility malpractice and Five Hundred Thousand dollars (\$500,000) per occurrence/One Million Five Hundred Thousand dollars (\$1,500,000) aggregate for medical director malpractice. Evidence of such insurance or self-insurance shall be provided to College upon request.

9. ASSIGNMENTS. This Agreement may not be assigned to a third party without the prior written consent of the non-assigning party.

10. THIRD PARTY OBLIGATIONS. This Agreement is made solely for the benefit of the Parties named in this Agreement, and is not intended to create rights or any cause of action in any third parties, including without limitation, Students.

11. PERFORMANCE. A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder, or give rise to any claim for damages.

12. TERM AND TERMINATION. The term of this Agreement is 2 years through **September 30, 2025** (the "Term"). This Agreement may be extended or renewed upon advanced written agreement of the Parties hereto.

If either party to this Agreement wishes to terminate the Agreement, it is understood that at least ninety (90) days prior written notice shall be given prior to the termination date of the Agreement. And, if such notice is given, this Agreement shall terminate at the end of the ninety (90) days' notice; EXCEPT THAT the Rotation and this Agreement shall

continue to be effective for the purpose of permitting Students participating in the Rotation at the time of termination to finish the Rotation at Agency.

13. **APPLICABLE LAW.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida.
14. **NONDISCRIMINATION.** During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, sexual orientation, disability or veteran or marital status.
15. **ENTIRETY OF AGREEMENT.** This Agreement contains the entire Agreement between the Parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein.
16. **AMENDMENTS AND MODIFICATIONS TO AGREEMENT.** All amendments and modifications to this Agreement shall be made by addenda and with the written mutual consent of both Parties. The addenda shall be attached to the Agreement, and shall include the date and signatures of Parties agreeing to the modification(s).
17. **COPIES OF AGREEMENT.** Copies of this Agreement shall be placed on file and be available at the College and at the Agency.
18. **NOTICES.** All notices under this Agreement shall be in writing and delivered by personal delivery of United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

College Representative: Shelby Frutchee,
Clinical Compliance Manager, Nursing & Allied Health Programs
Valencia College
1800 S. Kirkman Road
Mail Code 4-14
Orlando, Florida 32811
(407)582-1517
sfrutchee@valenciacollege.edu

Agency Representative: Charles Van Camp - Deputy Fire Chief
City of Ocoee
563 S. Bluford Avenue
Ocoee, Fl 34761

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as the day and year indicated below, *intending to be legally bound as of* **October 17, 2023** .

APPROVED:

VALENCIA COLLEGE

Oscar Cristancho
Chief Financial Officer

Date: _____

AGENCY:

OCOEE FIRE DEPARTMENT

Name: _____

Title: _____

Date: _____

EXHIBIT A
The Programs

Paramedic
EMT

EXHIBIT B

Programs for Which Preceptors are Requested

**Paramedic
EMT**

EXHIBIT C

Student Disqualification Guidelines – Criminal Background

A student will be disqualified from placement at any Agency facility if the student admits to, or a criminal background check reveals, a conviction of any disposition other than a finding of “not guilty” or a complete dismissal of the charges for one or more of the following generic crimes or their equivalents:

- Murder
- Manslaughter
- Carjacking
- Use of a weapon in the commission of a crime
- Robbery or theft (including, but not limited to, theft by falsification of financial records or embezzlement)
- Passing worthless checks
- Credit card fraud/fraudulent use of a credit card
- Forgery
- Identity theft
- Burglary
- Arson
- Kidnapping
- False Imprisonment
- Home invasion
- Assault
- Aggravated assault
- Resisting arrest with violence
- Domestic violence
- Any stalking offense
- Rape
- Sexual battery
- Trespass for sexual purposes (e.g. peeping)
- Lewd and lascivious behavior
- Lewd and lascivious act upon a child
- Lewd act in the presence of a child
- Child abuse
- Child abandonment
- Child neglect
- Any other crime involving physical violence or a crime against a child
- Possession of child pornography
- Sale, delivery, or trafficking in child pornography
- Exploitation, neglect, or abuse of a disabled adult or elderly person
- Sale, delivery or trafficking in narcotics (drugs)
- Felony possession of a controlled substance
- Any other felony level offense involving violation of a drug abuse prevention and control law (including but not limited to felony level possession, sale, purchase, manufacture, or use of controlled substance in violation of applicable law)
- Felony driving while intoxicated or under the influence of drugs or alcohol
- Falsification of prescription records

Hate crimes
Terrorism
Escape or attempted escape from incarceration

A student who admits to, or whose criminal background check reveals, a criminal conviction or any disposition other than a finding of “not guilty” or a complete dismissal of the charges relating to crimes other than those listed above is not automatically disqualified and may be considered for placement at an Agency facility based on a case-by-case evaluation, including but not limited to, the following factors: nature of the offense(s); criminal history (pattern/recidivism); remoteness in time of the offense; relevance of offense to position being offered; age at time of offense; and evidence of rehabilitation.

(EXHIBIT D)

CONFIDENTIALITY AGREEMENT

School: _____

Program: _____

Facility/Agency:

The undersigned hereby acknowledges his/her responsibility under applicable federal law and regulations, including but not limited to regulations under the Health Insurance Portability and Accountability Act ("HIPAA"), to keep confidential any information regarding Facility/Agency patients, as well as all confidential information of Facility/Agency. The undersigned agrees, under penalty of law, not to reveal to any person or persons any specific information regarding any patient, except to authorized clinical staff and associated personnel of the Facility/Agency and, as necessary, to other Program Participants/Students at the Facility/Agency who are supervising or assisting the undersigned in the provision of services at Facility/Agency. The undersigned further agrees not to reveal to any third party any confidential information of Facility/Agency, except as required by law or as authorized by Facility/Agency. For purposes of this Agreement **"confidential information" means** information, methods, and material created by the Facility/Agency or entrusted to the Facility/Agency in confidence by third parties.

Dated this ____ day of _____, 20__.

Program Participant/Student (Signature)

Program Participant/Student (Printed Name)



Meeting Date: October 17, 2023
Item #: 10

Contact Name: Rebecca Roberts
Contact Number: Ext. 1520

Department Director: Rebecca Roberts
City Manager: Robert Frank

Subject: Approval for Declaration of Surplus and Disposal of Assets from FY22/23 Annual Inventory. (Finance Director Roberts)

Background Summary:

Annually, the Finance Department conducts a City wide inventory of all assets. The attached is a departmental listing of items identified as *Missing* during the FY22/23 inventory cycle. Items marked as missing include items that may have been physically discarded due to breakage, damage, replacement, or otherwise rendered unusable, etc.. The list was provided to each department head for verification and approval. This list does not include identifiable items that will be included in the annual surplus sale in the spring of FY24.

Commission approval is required to declare these items surplus and to properly dispose of them on the books of the City.

A list of the assets as well as a summary by fund is attached for review.

Issue:

Should the Honorable Mayor and City Commissioners approve the surplus and disposal of assets determined to be missing, as described above?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the surplus and disposal of assets determined to be missing, as described above.

Attachments:

1. Summary of Surplus Disposal Values
2. Detail List of Items

Financial Impacts:

This action will have a (\$5,584.86) on General Fund assets and a (\$14,995.16) impact on the Utilities Fund. Other assets on the list were fully depreciated; therefore, there is no financial impact from this action.

Type of Item: Consent

FUND/DEPARTMENT	COST AMOUNT	CURRENT VALUE AMOUNT	FY2023 Depreciation	Remaining Book Value after Depreciation
ENTERPRISE	533,942.66	19,642.08	4,646.92	14,995.16
SOLID WASTE/SANITATION	8,432.38	1,433.32	1,433.32	-
STORMWATER	4,689.49	-		
WASTEWATER OPERATING	220,248.66	18,208.76	3,213.60	14,995.16
WATER OPERATING	300,572.13	-		
GENERAL	246,916.33	13,701.37	7,846.51	5,854.86
BUILDING	564.30	-		
FACILITIES MAINTENANCE	25,693.02	1,064.56	491.40	573.16
FIRE	7,740.77	1,924.13	1,156.20	767.93
FLEET MAINTENANCE	36,069.00	-		
HUMAN RESOURCES	2,415.00	-		
LEGISLATIVE	3,640.91	-		
PARK MAINTENANCE	12,669.00	-		
PLANNING	1,006.86	-		
POLICE	54,643.57	-		
RECREATION	7,590.74	-		
RIGHT OF WAY MAINTENANCE	14,323.00	-		
STREETS/TRAFFIC	56,625.06	10,531.53	6,017.76	4,513.77
SUPPORT SERVICES	23,935.10	181.15	181.15	-
Grand Total	780,858.99	33,343.45	12,493.43	20,850.02

ASSET DISPOSAL LIST FY 22/23

M = means item has been lost, stolen, missing, or disposed because it was broken or obsolete

DEPARTMENT	ASSET #	ASSET DESCRIPTION	SERIAL No.	DATE ACQUIRED	COST BASIS	CURRENT VALUE	NOTES	DEPARTMENT APPROVAL	DEPARTMENT COMMENTS
BUILDING	CPU1091	DELL VOS V270 BTX DESKTOP	6V4FSW1	2/22/2013	564.30	-	MARKED AS "M" - CORRECT ASSET # SHD BE CPU1098 BUT WAS CODED AS CPU1091 IN ADG. THIS ITEM W/ SERIAL # 6V4FSW1 WAS INCLUDED IN JUNE 2017 SURPLUS. CANNOT LOCATE THE SURPLUS APPROVAL FROM ANY CITY COMMISSION AGENDA.	APPROVED BY BUILDING 09.12.2023	
FACILITIES MAINTENANCE	EQP0278	Hurricane Shutters HR-REC BLDG		9/30/1995	3,593.00	-	MARKED AS "M"	APPROVED BY PUBLIC WORKS 09.13.2023	
FACILITIES MAINTENANCE	EQP0664	NUSOURCE 20" WALK BEHIND SCRUBBER W/ TRACTION DRIVE		11/7/2006	3,195.00	-	MARKED AS "M"	APPROVED BY PUBLIC WORKS 09.13.2023	
FACILITIES MAINTENANCE	MEQ0277	HVAC Compressor/Drier Core	K03F87302	8/16/2017	5,126.02	-	MARKED AS "M"	APPROVED BY PUBLIC WORKS 09.13.2023	
FACILITIES MAINTENANCE	IMP0136	INSTALL HOT WATER LINES TO CITY HALL & POLICE DEPT		12/6/1999	12,284.00	1,064.56	MARKED AS "M"	APPROVED BY PUBLIC WORKS 09.13.2023	
FACILITIES MAINTENANCE	EQP0507	SELECTRAC 17 PORTABLE EXTRACTOR (CARPET CLEANER)	1733286	6/1/2004	1,495.00	-	MARKED AS "M"	APPROVED BY PUBLIC WORKS 09.13.2023	
FIRE	CPU1099	DELL VOS V270 BTX DESKTOP	7SXZDX1	5/9/2013	594.00	-	MARKED AS "M" - CORRECT ASSET # SHD BE CPU1104 BUT WAS CODED AS CPU1099 IN ADG. THIS ITEM W/ SERIAL # 7SXZDX1 WAS INCLUDED IN JUNE 2017 SURPLUS. CANNOT LOCATE THE SURPLUS APPROVAL FROM ANY CITY COMMISSION AGENDA.	APPROVED BY FIRE 09.20.2023	
FIRE	EQP1502	LG 86 INCH 4K HDR SMART LED TV	911RMBW57629	12/6/2019	2,296.99	995.35	MARKED AS "M" - BROKEN	APPROVED BY FIRE 09.20.2023	
FIRE	EQP1337	POWERHEART AED's	D00000017434	2/26/2016	1,367.00	-	MARKED AS "M"	APPROVED BY FIRE 09.20.2023	

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DEPARTMENT	ASSET #	ASSET DESCRIPTION	SERIAL No.	DATE ACQUIRED	COST BASIS	CURRENT VALUE	NOTES	DEPARTMENT APPROVAL	DEPARTMENT COMMENTS
FIRE	CPU1566	DELL LATITUDE 5290 2-IN-1 XCTO	8KTLST2	1/29/2019	1,741.39	464.39	MARKED AS "M" - SENT TO I.T.	APPROVED BY FIRE 09.20.2023	I.T confirmed the device is gone. It was returned to Dell as part of warranty replacement.
FIRE	CPU1567	DELL LATITUDE 5290 2-IN-1 XCTO	G3JTST2	1/29/2019	1,741.39	464.39	MARKED AS "M"	APPROVED BY FIRE 09.20.2023	I.T. did not receive the device. As per I.T, they notified FD 6-16-22 that this device has been off the network and 3-9-23 that the device was missing from their provided inventory list.
FLEET MAINTENANCE	EQP0660	ROBINAIR FREON RECOVERY & RECYCLING	169762	1/26/2007	2,975.00	-	MARKED AS "M"	APPROVED BY PUBLIC WORKS 09.13.2023	
FLEET MAINTENANCE	EQP0654	GEMINI GPO10A 2 POST VEHICLE LIFT		9/24/2006	2,895.00	-	MARKED AS "M"	APPROVED BY PUBLIC WORKS 09.13.2023	
FLEET MAINTENANCE	EQP0723	MIDTRONICS BATTERY TESTER AND PRINTER	0107190069 & 261111527	12/12/2007	1,679.00	-	MARKED AS "M"	APPROVED BY PUBLIC WORKS 09.13.2023	
FLEET MAINTENANCE	EQP1010	BETCO 28" FLOOR SCRUBBER		6/7/2011	4,995.00	-	MARKED AS "M"	APPROVED BY PUBLIC WORKS 09.13.2023	
FLEET MAINTENANCE	MEQ0180	GEMINI GR50L 4 POST DRIVE LIFT WITH LONG DRIVEWAY		3/9/2007	23,525.00	-	MARKED AS "M"	APPROVED BY PUBLIC WORKS 09.13.2023	
HUMAN RESOURCES	PRN0001	FARGO FULL COLOR ID PRINTER		1/21/2004	2,415.00	-	MARKED AS "M"	APPROVED BY HR 09.20.2023	
LEGISLATIVE	CPU0830	DELL LATITUDE D520 DUO T5500, 1.66 GHZ	4KBDLC1	2/25/2007	1,947.81	-	MARKED AS "M" - THIS WAS LAST ASSIGNED TO EX MAYOR VANDERGRIFT AND WAS NEVER CONNECTED TO THE NETWORK AFTER THEN AS PER SUPPORT SERVICES.	APPROVED BY CITY MANAGER 09.11.23	
LEGISLATIVE	CPU1336	DELL OPTIPLEX 780	J5NVNM1	8/27/2010	1,009.68	-	MARKED AS "M" - THIS WAS MAYOR RUSTY'S OLD DESKTOP AND WAS SURPLUSED LAST JUNE 2017. CANNOT LOCATE THE SURPLUS APPROVAL FROM ANY CITY COMMISSION AGENDA.	APPROVED BY CITY MANAGER 09.11.23	

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DEPARTMENT	ASSET #	ASSET DESCRIPTION	SERIAL No.	DATE ACQUIRED	COST BASIS	CURRENT VALUE	NOTES	DEPARTMENT APPROVAL	DEPARTMENT COMMENTS
LEGISLATIVE	CPU1394	DELL OPTIPLEX 3040	8CXZCD2	7/28/2016	683.42	-	MARKED AS "M" - BELIEVED TO BE STOLEN from old city hall as per I.T	APPROVED BY CITY MANAGER 09.11.23	
PARK MAINTENANCE	MEQ0076	FORD 3430 TRACTOR	6700713	9/26/1997	12,669.00	-	MARKED AS "M"	APPROVED BY PARKS & RECS 09.12.2023	
PLANNING	CPU1343	DELL OPTIFLEX 9020 - UNASSIGNED	B8ZRR52	7/3/2015	1,006.86	-	MARKED AS "M" - ASSIGNED TO UTILITIES DEPT STAFF ENGINEER BUT UNABLE TO LOCATE. AS PER JUSTIN, THIS HAS NOT BEEN SIGNED IN FOR A MONTH.	APPROVED BY PLANNING 09.12.2023 & RECOMMENDED BY I.T FOR DISPOSAL 09.18.2023	
POLICE	CPS0059	GENESIS II DUAL KA BAND SPEED MEASURING SOFTWARE	G2S-37013	6/30/2009	1,375.00	-	MARKED AS "M"	APPROVED BY POLICE 10.05.2023	
POLICE	EQP0255	GHD RADAR FROM LAW ENFORCEMENT CHALLENGE	GHD-11342	8/29/2013	1,000.00	-	MARKED AS "M"	APPROVED BY POLICE 10.05.2023	
POLICE	EQP1007	HONDA GENERATOR EU2000		9/28/2012	999.99	-	MARKED AS "M"	APPROVED BY POLICE 10.05.2023	
POLICE	EQP1392	G2S RADAR W/ 2 K DIRECTIONAL ANTENNAS	G2S-26016	9/13/2016	2,000.00	-	MARKED AS "M"	APPROVED BY POLICE 10.05.2023	
POLICE	VEH1107	2016 DODGE CHARGER	2C3CDXAG7GH205069	5/2/2016	31,117.50	-	TOTALED LAST MAY 2023 IN A CRASH.	APPROVED BY POLICE 10.05.2023	
POLICE	FRN0039	4 Drawer Lateral Fireproof Filing Cabinet		6/27/1994	6,255.00	-	MARKED AS "M"	APPROVED BY POLICE 10.05.2023	
POLICE	FRN0043	FILE, FIRE LATERAL 4 DRAWER 43"W	NA44	4/16/1998	4,575.08	-	MARKED AS "M"	APPROVED BY POLICE 10.05.2023	
POLICE	FRN0075	FILE, FIREPROOF LATERAL 4 DRAWER 43"W		2/9/1999	2,423.00	-	MARKED AS "M"	APPROVED BY POLICE 10.05.2023	
POLICE	FRN0076	FILE, FIREPROOF LATERAL 4 DRAWER 43"W		2/9/1999	2,423.00	-	MARKED AS "M"	APPROVED BY POLICE 10.05.2023	
POLICE	OEQ0057	4-DRAW LATERAL FIRE FILE		3/27/2001	2,475.00	-	MARKED AS "M"	APPROVED BY POLICE 10.05.2023	
RECREATION	CPU0693	DELL LATITUDE D610 LAPTOP	D37Z391	1/8/2006	2,203.88	-	MARKED AS "DISPOSED". BASED ON ASSET CPU INVENTORY OF SUPPORT SERVICES, THIS WAS UNDER THE MISPLACED TAB.	APPROVED BY PARKS & RECS 09.12.2023	

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DEPARTMENT	ASSET #	ASSET DESCRIPTION	SERIAL No.	DATE ACQUIRED	COST BASIS	CURRENT VALUE	NOTES	DEPARTMENT APPROVAL	DEPARTMENT COMMENTS
RECREATION	IMP0053	Drinking Fountain - Central Park		9/30/1996	1,472.00	-	MARKED AS "M"	APPROVED BY PARKS & RECS 09.12.2023	
RECREATION	EQP0127	15HP POOL PUMP AND MOTOR		5/13/2010	3,914.86	-	MARKED AS "REPLACED". DAN CONFIRMED THIS HAS BEEN DISPOSED.	APPROVED BY PARKS & RECS 09.12.2023	
RIGHT OF WAY MAINTEN	EQP0632	HOWSE ROUGH CUT MOWER 3 POINT 6 FT LENGTH		1/17/2006	1,000.00	-	MARKED AS "M"	APPROVED BY PUBLIC WORKS 09.13.2023	
RIGHT OF WAY MAINTEN	EQP0229	Fabricate Bucket for Case Loader		2/9/1994	3,400.00	-	MARKED AS "SURPLUSED". HOWEVER, CAN'T FIND FROM THE LAST FIVE YEAR SURPLUS LIST.	APPROVED BY PUBLIC WORKS 09.13.2023	
RIGHT OF WAY MAINTEN	MEQ0096	Road Marker/Stripper		8/28/1997	9,923.00	-	MARKED AS "SURPLUSED". HOWEVER, CAN'T FIND FROM THE LAST FIVE YEAR SURPLUS LIST.	APPROVED BY PUBLIC WORKS 09.13.2023	
SOLID WASTE/SANITATION	EQP1072	MOTOROLA ASTRO XTS150 RADIO	687CNX1917	11/27/2012	1,265.46	-	MARKED AS "M"	APPROVED BY PUBLIC WORKS 09.13.2023	
SOLID WASTE/SANITATION	REQ0505-2	RADIO, APX1000 7/800	837CUF0539	4/17/2018	1,791.73	358.33	MARKED AS "M"	APPROVED BY PUBLIC WORKS 09.13.2023	
SOLID WASTE/SANITATION	REQ0505-3	RADIO, APX1000 7/800	837CUF0540	4/17/2018	1,791.73	358.33	MARKED AS "M"	APPROVED BY PUBLIC WORKS 09.13.2023	
SOLID WASTE/SANITATION	REQ0505-4	RADIO, APX1000 7/800	837CUF0541	4/17/2018	1,791.73	358.33	MARKED AS "M"	APPROVED BY PUBLIC WORKS 09.13.2023	
SOLID WASTE/SANITATION	REQ0505-5	RADIO, APX1000 7/800	837CUF0542	4/17/2018	1,791.73	358.33	MARKED AS "M"	APPROVED BY PUBLIC WORKS 09.13.2023	
STORMWATER	CPU0811	DELL LATITUDE D520 LAPTOP DUO T240 1.86GHZ	J6QW7C1	12/14/2006	1,689.74	-	CANNOT LOCATE BY THE DEPARTMENT. LAST USED FOR "UTILITY LOCATOR" AND HAS NOT BEEN CONNECTED TO THE NETWORK AFTER THEN AS PER SUPPORT SERVICES.	APPROVED BY PUBLIC WORKS 09.13.2023	
STORMWATER	EQP0240	Water Quality Monitor		4/16/1996	2,999.75	-	A NEW REPLACEMENT HAS BEEN PURCHASED BY STORMWATER FEW YEARS AGO. DEPT BELIEVED THIS HAS BEEN DISPOSED SINCE IT'S FROM 1996.	APPROVED BY PUBLIC WORKS 09.13.2023	

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STREETS/TRAFFIC	MEQ0207	21 HP KAWASKI MOWER	2090001075	11/17/2009	5,749.08	-	MARKED AS "SURPLUSED". HOWEVER, CAN'T FIND FROM THE LAST FIVE YEAR SURPLUS LIST.	APPROVED BY PUBLIC WORKS 09.13.2023	
STREETS/TRAFFIC	VEH1057	SUPER Z NON HYPER MOWER	14100032	11/12/2014	10,437.96	-	MARKED AS "SURPLUSED". HOWEVER, CAN'T FIND FROM THE LAST FIVE YEAR SURPLUS LIST.	APPROVED BY PUBLIC WORKS 09.13.2023	
STREETS/TRAFFIC	VEH1059	SUPER Z NON HYPER MOWER	14094301	11/12/2014	10,347.96	-	MARKED AS "SURPLUSED"	INCLUDED IN FY1920 SURPLUS W/ COMMISION APPROVAL	
STREETS/TRAFFIC	MEQ0308	MOWER 2019 SCAG Power Equipment Cheetah Kawasaki 61	PO400043	6/26/2019	10,030.02	3,510.51	MARKED AS "SURPLUS". HOWEVER, CAN'T FIND FROM THE LAST FIVE YEAR SURPLUS LIST.	APPROVED BY PUBLIC WORKS 09.13.2023	
STREETS/TRAFFIC	MEQ0309	MOWER 2019 SCAG Power Equipment Cheetah Kawasaki 61	PO400044	6/26/2019	10,030.02	3,510.51	MARKED AS "SURPLUS". HOWEVER, CAN'T FIND FROM THE LAST FIVE YEAR SURPLUS LIST.	APPROVED BY PUBLIC WORKS 09.13.2023	
STREETS/TRAFFIC	MEQ0310	MOWER 2019 SCAG Power Equipment Cheetah Kawasaki 61	PO400045	6/26/2019	10,030.02	3,510.51	MARKED AS "SURPLUS". HOWEVER, CAN'T FIND FROM THE LAST FIVE YEAR SURPLUS LIST.	APPROVED BY PUBLIC WORKS 09.13.2023	
SUPPORT SERVICES	CPU0856	POWER VAULT TAPE LIBRARY RACK	D3YC0D1	10/17/2007	12,534.00	-	MARKED AS "M" - MARKED AS "M" SINCE FY2021 BUT NOT DISPOSED IN THE SYSTEM. NOT FOUND IN THE LAST FIVE YEAR SURPLUS LIST.	APPROVED BY SUPPORT SERVICES 09.11.203	
SUPPORT SERVICES	CPU1493	Server, PowerEdge R430	7CRJ0M2	11/21/2017	5,436.19	181.15	MARKED AS "M" - MARKED AS "M" LAST FY2022 BUT NOT DISPOSED IN THE SYSTEM. NOT FOUND IN THE LAST FIVE YEAR SURPLUS LIST.	APPROVED BY SUPPORT SERVICES 09.11.203	
SUPPORT SERVICES	CPUX	server room-DELL POWEREDGE R420	GKSMZ12	9/11/2014	4,934.91	-	MARKED AS "M" - MISSING OLD SERVER FROM THE OLD CITY HALL	APPROVED BY SUPPORT SERVICES 09.11.203	

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DEPARTMENT	ASSET #	ASSET DESCRIPTION	SERIAL No.	DATE ACQUIRED	COST BASIS	CURRENT VALUE	NOTES	DEPARTMENT APPROVAL	DEPARTMENT COMMENTS
SUPPORT SERVICES	EQP0604	FUJITSU FI-4120C SCANNER	129549	7/26/2005	1,030.00	-	MARKED AS "M" - WAS TOLD THAT THIS WAS INCLUDED IN SURPLUS 2013/2014. HOWEVER, CANNOT FIND THIS ON THE SURPLUS LIST.	APPROVED BY SUPPORT SERVICES 09.11.203	
WASTEWATER OPERATING	EQP1098	HOSHIZAKI ICE CUBER	D03979C	6/4/2014	3,500.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WASTEWATER OPERATING	EQP1640	Lift Station 32 Pump # 1		3/29/2021	13,657.25	9,560.09	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	PUMP PURCHASED IN 2021 BUT FAILED AND GOT DISPOSED
WASTEWATER OPERATING	EQP0089	Series 1000 panel mount dialer for lift stations		12/22/2008	1,145.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	OUTDATED EQUIPMENT
WASTEWATER OPERATING	EQP0090	Series 1000 panel mount dialer for lift stations		12/22/2008	1,145.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	OUTDATED EQUIPMENT
WASTEWATER OPERATING	EQP0166	ALARM DIALER - Lift Station		7/18/1997	1,049.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	OUTDATED EQUIPMENT
WASTEWATER OPERATING	EQP0167	ALARM DIALER - Lift Station		7/18/1997	1,049.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	OUTDATED EQUIPMENT
WASTEWATER OPERATING	EQP0210	Plate Compactor	6662846	12/4/2008	1,770.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WASTEWATER OPERATING	EQP0269	SUBMERSIBLE PUMP		2/16/2010	1,553.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WASTEWATER OPERATING	EQP0270	SUBMERSIBLE PUMP		2/16/2010	1,553.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WASTEWATER OPERATING	EQP0312	ENVIR ONE GRINDER PUMP STATION @ BOAT DOCK		8/14/1998	4,100.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	ABANDONED STATION
WASTEWATER OPERATING	EQP0732	WWTP backwash pump-effluent sand filter		3/24/2008	4,523.71	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	FILTER UPGRADE
WASTEWATER OPERATING	EQP1001	FILTER BACKWASH PUMP		2/22/2011	3,874.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	FILTER UPGRADE
WASTEWATER OPERATING	EQP1008	PORTABLE GENERATOR		2/25/2011	919.96	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WASTEWATER OPERATING	EQP1009	HYDRO INSTRUMENTS MODEL RPH-250 CHLORINE ANALYZER		11/16/2010	4,000.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	

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WASTEWATER OPERATING	EQP1047	CLX CHLORINE ANALYZER AND REAGENT KIT		4/9/2012	3,350.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WASTEWATER OPERATING	EQP1049	CLX CHLORINE ANALYZER AND REAGENT KIT		4/9/2012	3,350.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WASTEWATER OPERATING	IMP0268	MASTER EFFLUENT PUMP #1		1/30/2013	9,950.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	WAS REPLACED
WASTEWATER OPERATING	IMP0488	PRESSURE TRANSMITTER - REUSE STATION #2		5/22/2014	1,879.64	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WASTEWATER OPERATING	IMP0494	LS40 SUBMERSIBLE PUMP		5/23/2014	4,862.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WASTEWATER OPERATING	IMP0495	LS40 SUBMERSIBLE PUMP		5/23/2014	4,862.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WASTEWATER OPERATING	IMP0496	LS 8 SUBMERSIBLE PUMP		9/17/2014	5,187.35	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WASTEWATER OPERATING	IMP0498	LS41 SUBMERSIBLE PUMP		6/27/2014	11,921.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WASTEWATER OPERATING	IMP0499	LS41 SUBMERSIBLE PUMP		6/27/2014	11,921.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WASTEWATER OPERATING	IMP0500	LS 21 SEWER BYPASS PUMP		6/30/2014	51,600.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WASTEWATER OPERATING	IMP0522	PH ANALYZER INTERFACE MODULE		4/1/2015	1,998.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WASTEWATER OPERATING	IMP0523	OPTICAL DO SENSOR		2/2/2015	3,581.60	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WASTEWATER OPERATING	IMP0538	MICROTEL ALARM MONITORS LF#50		7/14/2015	3,000.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	OUTDATED EQUIPMENT
WASTEWATER OPERATING	IMP0649	WWTP GATE CONTROL SYSTEM		10/11/2018	9,644.12	8,197.64	MARKED AS "M". Gate controls were changed as per department.	APPROVED BY UTILITIES 09.20.2023	
WASTEWATER OPERATING	LFS0018	LIFT STATION #26 - CITY MUNICIPAL COMPLEX		6/3/1994	1,000.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	ABANDONED STATION
WASTEWATER OPERATING	LFS0023	LIFT STATION #31 - OAKS AT STARKE LAKE		6/1/1995	39,107.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	ABANDONED STATION

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WASTEWATER OPERATING	LND0026	TOWN SQUARE - Lift Station #8 (Wal-Mart/McDonalds) - 11115 W COLONIAL		12/30/1987	451.03	451.03	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	ABANDONED STATION
WASTEWATER OPERATING	MEQ0236	SCADA FOR LF #12		5/10/2012	8,745.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	INACCURATE DESCRIPTION, REMOVED FROM LIST
WATER OPERATING	EQP0628	METAL PIPE AND CABLE LOCATOR IN CARRYING CASE		6/7/2006	3,015.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WATER OPERATING	EQP0684	AQUA 3/4-T TAP MACHINE KIT FOR LINE REPAIRS		5/21/2007	1,950.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WATER OPERATING	EQP0744	TRIMBLE 900LE HANDHELD COMPUTER		9/25/2015	2,500.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WATER OPERATING	EQP1002	SENSION 4 FLUORIDE PH METER		10/1/2010	1,074.95	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WATER OPERATING	IMP0334	WATER PLANT HIGH SERVICE PUMPS VFD's		10/1/2007	221,117.59	-	MARKED AS "M". These were replaced.	APPROVED BY UTILITIES 09.20.2023	
WATER OPERATING	IMP0464	BIO-FEEDBACK POST CHLORINATION SYSTEM		9/30/2013	38,462.69	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WATER OPERATING	MEQ0190	16 SURGEBUSTER CHECK VALVE		4/29/2008	8,685.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WATER OPERATING	VEH0322	2006 FORD F-150 4X4 # 518	1FTRF14W46NB18333	5/16/2006	16,443.00	-	MARKED AS "M". Utilities and Fleet Dept confirmed this went to surplus but cannot find in the list from last five years.	APPROVED BY UTILITIES 09.20.2023	
WATER OPERATING	EQP0595	3 TON HEAT/PUMP AIR CONDITION UNIT		5/10/2005	3,685.00	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	
WATER OPERATING	TRL0025	TRAILER W/300 GALLON TANK & PUMP	7109446	5/14/1999	3,638.90	-	MARKED AS "M"	APPROVED BY UTILITIES 09.20.2023	



Meeting Date: October 17, 2023
Item #: 11

Contact Name: Shannon Hopper, Joyce Tolbert Department Director: Rebecca Roberts
Contact Number: Ext. 1524, Ext. 1516 City Manager: Robert Frank

Subject: Approval to Award RFQ #23-008 Continuing Contract for Transportation Planning Consulting Services. (Procurement Manager Tolbert)

Background Summary: In compliance with policies and procedures of the City of Ocoee Purchasing Code Chapter 21, the City solicited statements of qualifications from qualified transportation planning consulting firms or individuals interested in providing the required services. The firms selected by the City will provide general transportation planning consulting services for various planning, design and development review projects to the City on an as-needed basis, based upon task orders to be issued by the City under the continuing contracts. The City intends to award continuing contracts to up to three (3) firms deemed to be the most highly qualified to perform the required services. The continuing contracts shall automatically be renewed annually, unless terminated by the City in writing, for a total of five (5) years from the date of execution, plus a one (1) year optional renewal at the City's discretion.

The RFQ was advertised on August 13, 2023, and was publicly opened on September 5, 2023. A total of five (5) responses were received. The Finance Department and Development Services Department reviewed the responses and all were considered responsive as indicated on the attached Checklist. Attached are the top three (3) responses; copies of all responses are available for review in the Finance Department.

The responses were provided to the Evaluation Committee appointed by the City Manager, which comprised of the following five (5) members: Mike Rumer, Development Services Director; Ginger Corless, Deputy Director of Development Services/CRA Administrator; Steve Krug, Public Works Director; Anoch Whitfield, Zoning Manager; and Martrivus Keaton, Development Engineer. The public RFQ Evaluation Committee meeting was held on October 3, 2023, with the Evaluation Committee evaluating and shortlisting the firms on the criteria specified in the RFQ. The Evaluation committee short-listed the firms in ranked order as listed in the below table and recommended award to the top three (3) ranked firms per the attached award recommendation from Development Services Director, Rumer.

RANK RESPONDENT

1. Kimley-Horn
2. HDR
3. Toole Design Group, LLC
4. Calvin, Giordano & Associates, Inc.
5. NUE Urban Concepts

Issue:

Should the Honorable Mayor and City Commissioners award the continuing contracts for transportation planning consulting services to the top three (3) ranked firms as recommended by the Evaluation Committee?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners:

- 1.) Award RFQ #23-008 Continuing Contract for Transportation Planning Consulting Services to the top three ranked firms **Kimley-Horn, HDR, and Toole Design Group**; and,
- 2.) Authorize Staff to issue task orders (job orders) with the selected firms on an as-needed basis up to the budgeted amount; and,
- 3.) Authorize the Mayor, City Clerk and Staff to execute the required contract documents once insurance is received.

Attachments:

1. RFQ Solicitation
2. RFQ Addenda
3. Checklist
4. Shortlist and Evaluation Forms
5. Recommendation Memo
6. Kimley-Horn Submittal
7. HDR Submittal
8. Toole Design Group Submittal

Financial Impacts:

As budgeted each fiscal year.

Type of Item: Consent

CITY OF OCOEE

REQUEST FOR QUALIFICATIONS
(RFQ) #23-008

CONTINUING CONTRACT FOR
TRANSPORTATION PLANNING
CONSULTING SERVICES



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CONTINUING CONTRACT FOR TRANSPORTATION
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** Submit with qualification package*

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Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the “City”) is soliciting sealed statements of qualifications for **RFQ #23-008 Continuing Contract for Transportation Planning Consulting Services**. Qualification Packages will only be accepted electronically through Bonfire, a free e-Procurement platform, **until 2:00 p.m., local time, on September 5, 2023**. Qualification Packages received after that time or through any other method will not be accepted under any circumstances. Qualification Packages that have been timely received through Bonfire will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at <https://www.ocoe.org/959/Public-Bid-Meetings>. All questions regarding this RFQ shall be in writing to Shannon Hopper, Purchasing Technician, Finance Department/Purchasing, shopper@ocoe.org. No Pre-Submittal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting a statement of qualifications at no charge through Bonfire by accessing the City’s published solicitation page at <https://ocoe.bonfirehub.com>. For more information, visit <https://www.ocoe.org/323/Purchasing>. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Bonfire e-Procurement Platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, August 6, 2023.

**CITY OF OCOEE
REQUEST FOR QUALIFICATIONS “RFQ” #23-008
CONTINUING CONTRACT FOR TRANSPORTATION
PLANNING CONSULTING SERVICES**

A. INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Ocoee, Florida, in conformance with the policies and procedures of the City of Ocoee (City), is soliciting statements of qualifications from experienced transportation and planning consulting firms that are interested in providing general transportation planning consulting services for various planning, design, and development review projects
2. The City intends to award continuing contracts to up to three (3) firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider the Evaluation Criteria set forth in this RFQ. Firm(s) selected by the City will provide Transportation Planning Consulting Services to the City on an as-needed basis, which will be assigned using task orders/work orders issued by the City under the continuing contract. The contract shall renew automatically annually unless terminated by the City in writing for five (5) years from the date of execution, and one (1) additional year upon City option unless otherwise terminated by either party, in writing, given 30-days’ written notice. See the proposed agreement attached to this RFQ
3. Prospective Respondents may secure a free copy of the documents required for submitting a statement of qualifications through the Bonfire platform by accessing the City’s published solicitation page at <https://ocoe.bonfirehub.com>. For more information visit <https://www.ocoe.org/323/Purchasing>. Prospective Respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Bonfire platform; there is no charge to use Bonfire. Partial sets of documents required for submitting a statement of qualifications will not be issued.
4. The City **ONLY** accepts electronic solicitation responses online through the City’s Bonfire platform at <https://ocoe.bonfirehub.com>. This link can also be accessed through the City’s website at <https://www.ocoe.org/323/Purchasing> under the **Current Open Solicitations** menu. All submissions for this RFQ **MUST** be submitted electronically through the Bonfire Platform, submissions received in any other format will not be accepted; paper, fax, or e-mailed submissions will NOT be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Registration with Bonfire is free and is required prior to submitting a Response. It is suggested your company register no later than 24 hours in advance of the submission deadline to ensure proper registration. If your company need assistance with

registering, please contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

Once registered with Bonfire, Respondents can submit a bid securely at <https://ocoe.bonfirehub.com>, any time before the submission deadline, by clicking the “PREPARE YOUR SUBMISSION” under the solicitation. An instructional video is provided for an overview of the submission process. Once Respondent’s bid has been submitted, Respondent will receive a date/time stamp confirmation within the Bonfire platform and an email from Bonfire confirming the submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the submission deadline. Respondents are encouraged to allow ample time to upload and submit their qualification package as the system will automatically lock responses upon the submission deadline. A virtual public bid opening will be held on the date and time indicated in this RFQ. Details on how to access the virtual bid opening will be posted on Bonfire once available and will also be posted on the City’s website at <https://www.ocoe.org/959/Public-Bid-Meetings>.

5. Each qualification packages should consist minimally of a cover letter, statement of qualifications, and the required forms (attached at the end of these instructions). Respondents should also include a copy of all applicable licenses held by the firm, key staff/project team, and subconsultants proposing to perform the work. Qualification packages should be limited to a total of **forty (40) 8.5”x 11” pages** (required forms are excluded from the page count) single-sided, portrait orientation, 12-point font if possible. Additional requirements of submissions are supplied below in Section D: Submittals. Any qualification package failing to conform to these specifications is subject to rejection. The person signing the signature sheet on behalf of the Respondent must have the legal authority to bind the Respondent to the submitted qualification package and it shall be understood to do so. All expenses for providing a qualification packages to the City shall be borne by the Respondent.
6. The Submission Deadline for this RFQ is **2:00 p.m., local time, on September 5, 2023**. Respondents shall submit one (1) complete electronic copy of their qualification package on the Bonfire Platform. Qualification packages must be received by Bonfire no later than the Submission Deadline stated above. Any attempt to submit a qualification package after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the qualification package **uploaded and submitted** on the Bonfire Platform prior to the Submission Deadline.

File Uploads – Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Platform. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated. All electronic files uploaded must be in a common format accessible by software

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

7. The deadline for receipt of questions is **12:00 p.m., local time on August 29, 2023**. Questions received after that time may not be answered. The City will receive questions regarding this RFQ only through written inquiries directed to Shannon Hopper, Purchasing Technician by email at shopper@ocoe.org OR through the RFQ project file on Bonfire. Any clarifications/changes will be made by way of written addenda only, issued by the Purchasing Technician and posted on Bonfire.
8. Prospective Respondents should contact the Purchasing Technician for information regarding this RFQ and should not contact other City staff or other City consultants for information regarding this RFQ before the project award date. Any contact with any other member of the City Staff, City Commission, or its Agents during the RFQ, award, and protest period may be grounds for Respondent disqualification.
9. Action on qualification packages is expected to be taken by the City Commission within approximately ninety (90) days of the submission opening date; however, no guarantee or representation is made herein as to the time between receipt of the qualification package and subsequent City Commission action. An estimated schedule is provided below.
10. All applicable laws and regulations of the United States, the State of Florida, and the City of Ocoee will apply to any resulting Agreement.
11. The successful Respondent shall be required to execute an Agreement, in form and content acceptable to the City, indemnifying and holding harmless the City, its officials, officers, employees, and agents from all claims.

By entering into the Contract, the awarded Contractor is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this

provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

12. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME):** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. See Florida Statute 287.133 (2) (a).
13. **FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Respondents are requested, however, to identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this solicitation become the property of the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.
14. **PUBLIC RECORDS COMPLIANCE:** The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. Contractor agrees to comply with Florida's Public Records Law. Specifically, Contractor shall:
 1. Keep and maintain public records required by City to perform the service.
 2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City.
 4. Upon completion of the contract, Contractor agrees to transfer at no cost to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public record to

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

5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under § 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@OCOE.ORG, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOE, FLORIDA 34761.

15. **PATENT INDEMNITY:** Except as otherwise provided, the successful respondent agrees to indemnify City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder.

Further, the Respondent shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials.

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

The City reserves the right to award the contract to the Respondent which, in the City's sole discretion, is the most responsive and responsible Respondent. The City

reserves the right, as an aid in determining which qualification package is responsible, to require a Respondent to submit such additional evidence of Respondent's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Respondent, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all responses.

17. **CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:**

- a) Respondent declares that the only persons or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of a contract for the described services.
- b) Respondent certifies that no City Commissioner, other City Official, or City employee directly or indirectly owns assets or capital stock of the Responding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit applies to any members of his or her immediate family)
- c) Respondent certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Respondent agrees to immediately notify the City in writing. **Complete and submit the attached form with qualification package.**
- d) Respondent further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFQ has occurred, and that the proposal is made according to the provisions of the RFQ documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFQ documents.
- e) Respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Respondent offers and agrees that if this negotiation is accepted, the Respondent will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Respondent. The proposal constitutes a firm and binding offer by the Respondent to perform the services as stated.

18. Drug-Free Workplace: Provide a statement concerning the Respondent's status as a Drug-Free Workplace or evidence of an implemented drug-free workplace program. **Complete and submit the attached form with qualification package.**
19. Scrutinized Companies: Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that the Bidder is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, Bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Bidder agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if Bidder is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
20. E-VERIFY REGISTRATION AND USE.
 - A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
 - B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - (iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.
 - C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration

in the E-Verify system.

- D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Completed the attached Contractor E-Verify Affidavit and submit with qualification package.

B. INSURANCE TERMS AND CONDITIONS

The successful Respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional Liability Insurance (Design Errors and Omissions in the amount of \$1,000,000) in the form of a certificate of insurance issued on behalf of the City of Ocoee and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below with deductible amounts acceptable to the City. The selected consultant shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the consultant allow any subconsultant to commence work on a subcontract until all similar insurance required of the subconsultant has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer in accordance with Ch. 440 of the Florida Statutes.

1. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant and/or subconsultant providing such insurance.
2. Workers' Compensation Insurance: The Consultant shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Consultant's employees connected with the work of this project and, in the event any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Consultant shall provide, and cause each subconsultant to provide adequate insurance, satisfactory to the City, for the protection of the Consultant's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.
3. Consultant's Public Liability and Property Damage Insurance: The Consultant shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE

COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Consultant and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant, and the amounts of such insurance shall be the minimum limits as follows:

4. Automobile Bodily Injury Liability & Property Damage Liability
 - \$1,000,000 Combined single limit per occurrence (each person, each accident)
 - All covered automobile will be covered via symbol 1
 - Liability coverage will include hired & non-owned automobile liability
 - Include Waiver of Subrogation in favor of The City of Ocoee
5. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Consultant is primary and non-contributory.
 - \$2,000,000 GENERAL AGGREGATE
 - \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
 - \$1,000,000 PER OCCURRENCE
 - \$1,000,000 PERSONAL & ADVERTISING INJURY
 - Include Waiver of Subrogation in favor of the City of Ocoee
6. Professional Liability Insurance
 - Design Errors and Omissions in the amount of \$1,000,000
7. Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Consultant shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the Consultant's policy, as specified above.
8. Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the named insured's general supervision of the independent consultant. The Consultant shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000, and per occurrence, \$2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.
9. Contractual Liability: If the project is not bonded, the consultant's insurance shall also include contractual liability coverage to insure the fulfillment of the contract.
NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.
 - \$1,000,000 PER OCCURRENCE
 - \$2,000,000 AGGREGATECommercial Umbrella
 - \$1,000,000 PER OCCURRENCE
 - \$2,000,000 Aggregate

- Including Employer's Liability and Contractual Liability

Builders Risk: (Not Applicable)

10. Certificates of Insurance: Certificate of Insurance Form (see sample below), naming the City of Ocoee as an additional insured will be furnished by the Consultant upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Technician. This certificate shall be dated and show the following:

- The name of the Insured consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.
- Certificate Holder: City of Ocoee, 1 N. Bluford Avenue, Ocoee, FL 34761.

ACORD CERTIFICATE OF LIABILITY INSURANCE				OP ID JC FRAZE-1	DATE (MM/DD/YYYY) 11/04/04
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED		INSURERS AFFORDING COVERAGE		NAIC #	
Contractor's Name Address		INSURER A: AM Best Rating A- or Better			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
NEW RENEWALS LTR INSDS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000 \$ \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED? ☐ If yes, describe under SPECIAL PROVISIONS below OTHER Builders Risk				☒ WC LIMITS ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 Any 1 Loc 100,000 Any 1 Occ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.					
CERTIFICATE HOLDER		CANCELLATION			
City of Ocoee 150 N. Lakeshore Drive Ocoee FL 34761-2258		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

ACORD 25 (2001/08)

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SAMPLE

C. SCOPE OF SERVICES

The scope of services will be performed through task orders issued under the continuing services contract. The City, at its sole discretion, may assign short-term or long-term tasks to each firm based on need, to ensure the best continuous service for the City of Ocoee. Interested firms must be experienced in providing Transportation Planning Consulting Services for projects of a scope and nature comparable to the following services:

- Performing and/or reviewing individual traffic analyses of private development projects for concurrency management and operational issues.
- Developing plans for the movement of people and goods in a safe and cohesive manner, to include bicycle, pedestrian, and transit ways, as it relates to transportation planning.
- Performing intersection analyses and other studies involving traffic operations, including access management and signal warrants.
- Providing and analyzing annual traffic counts and other counts for special studies and traffic capacity and operations analyses.
- Assisting City staff in periodic updates to the Comprehensive Plan, Land Development Code and Capital Improvements Plan.
- Assisting City staff in updating a financially feasible Master Transportation Plan.
- Performing traffic modeling in conjunction with road impact fee updates and Comprehensive Plan Amendments.
- Assisting City staff in updating and maintaining a socio-economic database.
- Assisting City staff with roadway conceptual analysis and conceptual design.
- Assisting City staff in the identification and qualification for various Federal and State grants, etc.
- Providing assistance in working with other governmental agencies on transportation-related matters.
- Reviewing traffic studies submitted through the concurrency process or for alternative road impact fees.
- Developing access management plans for roads in the City.
- Providing transportation modeling in conjunction with mobility fee development, alternatives analysis, etc.
- Assisting City staff with CRA administration relative to transportation-related issues.
- Provide transportation analysis as it may relate to landscape architecture, site planning, urban design, form-based code.
- Evaluating the possibility of creating a Multi-Modal Transportation District or other alternative transportation plans within the City's downtown area and other special overlay areas.
- Other transportation planning-related services as needed.

D. SUBMITTALS

Qualifications packages should be designed to portray to the City how the respondent's services can best match the knowledge, skills, and abilities suggested by the anticipated Scope of Services given above. In order for the City to evaluate the qualification package, each Respondent should provide information relative to their ability to provide services that will best meet the needs of the City.

The City of Ocoee requires comprehensive responses to every section within this RFQ. To facilitate the review of the responses, firms should follow the described response format, see also **Section 5** of this RFQ. The intent of the RFQ format requirements is to expedite review and evaluation. It is not the intent to constrain firms with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation. In order to simplify the review process and obtain the maximum degree of comparison, the Respondent shall follow the format below in responding to this RFQ:

Tab 1. Qualifications and Response to Scope of Services

- Provide a written explanation of how the expertise of the Transportation Planning firm and the specific individuals assigned to this contract would be utilized to perform tasks identified in the above Scope of Services under a continuing contract.
- Provide the professional qualifications of the firm and specific individuals, as well as their locations, to be assigned to the contract (include resumes). Provide copies of firm's and employee's certifications and registrations with regulatory agencies, professional organizations, etc.
- List of firm's sub-consultants that would be assigned to this contract, their qualifications, and their role in this project. Include names, addresses, and previous qualifications if you propose using Specialty Consultant Services.

Tab 2. Experience and References

- List of firm's current or recently completed similar services within the past three (3) years with other public or private agencies. Include original contract price, final cost, and reason for overages if applicable.
- Firm's current and projected workload for the duration of this contract.
- Demonstrate the ability to deliver project on time and within budget.
- Demonstrate how firm has added value to previous clients' transportation planning projects and efforts.
- List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.

Tab 3. Hourly Rates & Required Forms

- Tabulation of employee's (pertinent to the contract and the project) current (base year) loaded hourly wages and anticipated annual increases and hourly rates. Tabulation of all other charges and miscellaneous expenses which may appear or would be charged to the City on the firm's invoices.
- Required forms and documentation from **Sections A, B, I, and J**.

E. TIME SCHEDULE

The anticipated schedule of events related to this solicitation is:

Date of RFQ	RFQ Ad publication
23 days later	Last day for questions
30 days later	Submission Deadline - Statements of qualification are due
35 days later	Qualification statements distributed to evaluation committee
50 days later	Evaluation committee meeting held
Next meeting	Short-list of ranked firms recommended to City Commission

Dates are estimated and subject to change at the City's discretion.

F. SELECTION PROCESS

1. The criteria for selection shall be based on the criteria listed below, including the firm's qualifications, location, past performance, and reference check. The City reserves the right, before awarding the contract, to require a Respondent to submit such evidence of its qualifications, as the City may deem necessary and may require oral presentations of firms. The City shall be the sole judge of the competency of Respondents.
2. A City evaluation committee appointed by the City Manager will evaluate each respondent's qualifications and will short-list and recommend to the City Commission one or more firm(s) in ranked order based upon the evaluation committee's evaluation of the responses and any client references. All Respondents will be notified via Bonfire or other means of evaluation committee's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by the evaluation committee shall be final. The City Commission shall be the final authority in the award or rejection of any and/or all responses.
3. The City will attempt to negotiate an agreement with the top-ranked Respondent. If no agreement is reached with the top-ranked Respondent, negotiations will be terminated and initiated with the second-ranked Respondent, and so on, until an agreement is reached.
4. The successful Respondent shall be required to execute an agreement which provides, among other things, that all plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful negotiation of an agreement, a formal contract will be prepared and subsequently executed by both parties.
5. The following evaluation criteria will be used to rate the timely received responses:

EVALUATION CRITERIA*	Maximum Points
1. Ability of firm to provide type and quality of services	30
2. Quality and extent of the assigned staff's experience with transportation planning projects as they relate to the City's Scope of Services	30
3. Ability to continue project within budget with current/projected workload	20
4. Efficiency, cost-effectiveness, and demonstration of value added to projects	20
Total Points	100

* Information supplied by client references may be used in determining the relative merits of a Respondent under any and all of the above-listed evaluation criteria.

G. TASK ORDERS/WORK ORDERS

Firm(s) selected by the City will provide Transportation Planning Consulting Services to the City on an as-needed basis, based upon task orders (work orders) to be issued by the City under the continuing contract. No work shall commence until the verification of the issuance of the purchase order or other authorization document. It shall be the transportation planning firm's responsibility to include those references on each invoice submitted for the work.

Invoicing for completed work or progress billing shall be submitted to the requesting City Department for processing and submission for payment by the Finance Department with a copy to:

Accounts Payable
Finance Department
City of Ocoee
1 N. Bluford Avenue
Ocoee, Florida 34761

H. BID PROTESTS

All Bid Protests shall be submitted to the Purchasing Technician, shopper@ocoe.org with a copy to the Procurement Manager, jtolbert@ocoe.org, in the following manner:

1. A Bidder shall file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.

2. A bid protest shall be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.
3. The content of the bid protest shall fully state the factual and legal grounds for the protest and the legal basis for the relief requested.
4. The bid protest **shall** be filed with the Purchasing Analyst with a copy to the Procurement Manager not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.
5. The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

I. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, then please say so.

(Attach additional sheets if necessary)

J. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

END OF INSTRUCTIONS



EXHIBIT “A”
RFQ CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer’s firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity’s ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term “conflict of interest” “means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest”, and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT “B”
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Respondent, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent: _____

Signed: _____

By: _____
(Print or Type Name)

Title: _____

Date: _____

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFQ #23-008

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS, AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE.

COMPANY NAME

TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS
DIFFERENT FROM PURCHASE ORDER
ADDRESS, PLEASE INDICATE BELOW:

NAME/TITLE (PLEASE PRINT)

STREET ADDRESS

CITY STATE ZIP

FEDERAL ID #

____ Individual ____ Corporation ____ Partnership ____ Other (Specify) _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization
this _____ day of _____, 20____.

Personally Known _____ or
Produced Identification _____

(Type of Identification)

Notary Public - State of _____
County of _____

Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public

**EXHIBIT “D”
CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____(date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

Mayor
Rusty Johnson

City Manager
Robert Frank



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
Ages Hart, District 4

August 15, 2023

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFQ #23-008
CONTINUING CONTRACT FOR TRANSPORTATION
PLANNING CONSULTING SERVICES

This addendum shall modify and become a part of the original RFQ Documents for RFQ #23-008. This addendum consists of one (1) page. Respondents should acknowledge receipt of this addendum in their qualification package submission. Failure to do so may subject the Respondent to disqualification. **The RFQ Submission Deadline remains the same.**

Answers to questions received and/or amendments to the RFQ Documents are as follows:

Subsequent to the solicitation for RFQ #23-008 going live on Bonfire, the City was made aware that the solicitation did not advertise in the Orlando Sentinel on August 6, 2023 as indicated in the RFQ Documents. Upon receipt of this information, the City advertised the solicitation in the Orlando Sentinel on August 13, 2023. Since the solicitation follows the advertising requirements indicated in § 255.0525 (2), Florida Statutes, the Submission Deadline remains the same. Additionally, the Deadline for Questions remains the same.

Q1. Can the same firm submit multiple responses to the RFQ where on one response they are the primary consultant and on the other they are a sub-consultant?

A1. It is permissible so long as neither firm is legally owned by the other firm.

Q2. Section I: Summary of Litigation; and Section J: Acknowledgement of Addenda are not formatted as exhibits in the same way the other required forms are. They are neither listed under the required tabs for the submittal. How does the City specifically prefer this information be included in the submittal?

A2. As indicated in the RFQ, Respondents should provide the information requested for Section I and Section J within Tab 3 of their submittal.

Shannon Hopper

Shannon Hopper
Purchasing Technician

cc: Michael Rumer, Development Services Director

Mayor
Rusty Johnson

City Manager
Robert Frank



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
Ages Hart, District 4

August 18, 2023

ADDENDUM NO. TWO (2)
CITY OF OCOEE
RFQ #23-008
CONTINUING CONTRACT FOR TRANSPORTATION
PLANNING CONSULTING SERVICES

This addendum shall modify and become a part of the original RFQ Documents. This addendum consists of two (2) pages, and Respondents should acknowledge receipt of this addendum in their qualification package submission. Failure to do so may subject the Respondent to disqualification.

Answers to questions received and/or amendments to the RFQ Documents are as follows:

Q1. Would a cover, dividers, and table of contents count towards the page limit?

A1. No.

Q2. The RFQ requests, "Firm's current and projected workload for the duration of this contract." Can we include the anticipated project workload of our key staff members as the firm's workload includes hundreds of projects?

A2. Yes. Please include the current and projected workload of the firm's key staff members for this contract.

Q3. The RFQ requests, "List of firm's current or recently completed similar services within the past three (3) years." This could number into the hundreds for our firm. Can we provide a list of regional projects recently completed?

A3. Yes, for projects or services provided for local governments of similar size and population

Q4. Page 5 of the RFQ requests all applicable licenses held by the firm and project staff. Do these count towards the page limit? Can they be included in an Appendix instead of Section 1?

A4. Yes, applicable licenses count toward the page count. Respondents should include applicable licenses of the firm and the key staff members for this contract within Tab 1 of their submittal.

Q5. Due to space, can the firm's and employee's certifications / registrations be excluded from the page count?

A5. See A4 above.

Q6. Do the hourly rates count towards the page limit?

A6. Yes.

Q7. Under section A. Introduction and General Instructions # 5, it states “Qualification packages should be limited to a total of **forty (40) 8.5”x 11” pages** (required forms are excluded from the page count) single-sided, portrait orientation, 12-point font if possible”. I would like to clarify that if needed due to space, we are allowed to use a font smaller than 12pt, specifically for the resumes?

A7. **It is not the intention of the City to place extreme page-count restrictions on respondents as the city will not be counting the number of pages in each submission; however, submissions should be approximately 40 pages. Regarding the font size, 12-point font (if possible) is requested for ease of reading the documents.**

Shannon Hopper

Shannon Hopper
Purchasing Technician

cc: Michael Rumer, Development Services Director

Mayor
Rusty Johnson

City Manager
Robert Frank



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
Ages Hart, District 4

August 24, 2023

ADDENDUM NO. THREE (3)
CITY OF OCOEE
RFQ #23-008
CONTINUING CONTRACT FOR TRANSPORTATION
PLANNING CONSULTING SERVICES

This addendum shall modify and become a part of the original RFQ Documents. This addendum consists of one (1) page, and Respondents should acknowledge receipt of this addendum in their qualification package submission. Failure to do so may subject the Respondent to disqualification.

Answers to questions received and/or amendments to the RFQ Documents are as follows:

- Q1. As the rates need to cover five years at least, can we provide rates by classification and only list the corresponding names for key personnel?
- A1. Include titles and the respective hourly rate for each. Please do not list out employee names on the rate sheet.**
- Q2. Given that this is a Request for Qualifications, are costs actually required as per Tab 3, Item 1?
- A2. See A1 above.**
- Q3. May an 11" x 17" page be used to show an organizational chart? If so, is this counted as one page?
- A3. No. Please use page size 8.5" x 11".**

Shannon Hopper

Shannon Hopper
Purchasing Technician

cc: Michael Rumer, Development Services Director

Mayor
Rusty Johnson

City Manager
Robert Frank



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
Ages Hart, District 4

August 29, 2023

**ADDENDUM NO. FOUR (4)
CITY OF OCOEE
RFQ #23-008
CONTINUING CONTRACT FOR TRANSPORTATION
PLANNING CONSULTING SERVICES**

This addendum shall modify and become a part of the original RFQ Documents. This addendum consists of one (1) page, and Respondents should acknowledge receipt of this addendum in their qualification package submission. Failure to do so may subject the Respondent to disqualification.

Answers to questions received and/or amendments to the RFQ Documents are as follows:

Q1. As currently worded, we believe that the indemnity provision Section 11 on page 6 of the RFQ is not in compliance with FL Statute 725.08 and is unenforceable. Will you agree to reword the indemnification to conform with the statute? Suggested language per FL Statute 725.08: "The Respondent shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of the contract."

A1. The City will negotiate contract language with the successful Respondent(s).

Shannon Hopper

Shannon Hopper
Purchasing Technician

cc: Michael Rumer, Development Services Director

RFQ #23-008
CONTINUING CONTRACT FOR TRANSPORTATION PLANNING
CONSULTING SERVICES CHECKLIST
9/5/2023 2:00 PM

No.	RESPONDENT	Submission Requirements - Qualifications, Experience, References, Workload	Company/License Verification	Rates, Forms, Acknowledge Addenda, Summary of Litigation	E-Verify Affidavit & Proof of Registration
1	Calvin, Giordano & Associates, Inc.	✓	Active	✓	✓
2	HDR Engineering, Inc.	✓	Active	✓	✓
3	Kimley-Horn and Assoc., Inc.	✓	Active	✓	Requested updated Affidavit and proof of registration on 9/14/23. Received requested documents 9/14/23.
4	NUE Urban Concepts	✓	Active	✓	✓
5	Toole Design Group, LLC	✓	Active	✓	✓

Note:

Firms listed in alphabetical order.

Missing forms considered a minor irregularity.

**#23-008 CONTINUING CONTRACT FOR TRANSPORTATION PLANNING CONSULTING SERVICES
SHORTLIST FOR RECOMMENDATION OF AWARD**

Respondent		Calvin, Giordano & Associates, Inc.	HDR	Kimley-Horn	NUE Urban Concepts	Toole Design Group, LLC
Evaluator 1		4	2	1	5	3
Evaluator 2		5	1	2	4	3
Evaluator 3		4	2	1	5	3
Evaluator 4		4	2	1	5	3
Evaluator 5		3	1	2	4	5
TOTAL		20	8	7	23	17
RANKING		4	2	1	5	3

Note: Lowest Total is Top Ranking

The Evaluation Committee recommends award to the top three (3) ranked firms.

**RFQ #23-008 CONTINUING CONTRACT FOR TRANSPORTATION PLANNING CONSULTING SERVICES
INDIVIDUAL EVALUATION FORM**

Individual Evaluation Form

Evaluation Criteria	Calvin, Giordano & Associates, Inc.	HDR	Kimley-Horn	NUE Urban Concepts	Toole Design Group, LLC
Ability of firm to provide type & quality of services (0-30 Points)	30	30	30	30	30
Quality & extent of assigned staff's experience with transportation planning projects as they relate to the City's Scope of Services (0-30 Points)	25	27	28	24	26
Ability to continue project within budget with current & projected workload (0-20 Points)	18	20	20	17	20
Efficiency, cost-effectiveness, and demonstration of value added (0-20 Points)	15	20	20	14	20
TOTAL POINTS (1-100)	88	97	98	85	96
MEMBER RANKING (1-5)	4	2	1	5	3

Evaluator Name Michael Roper 1
 Evaluator Signature Michael Roper

**RFQ #23-008 CONTINUING CONTRACT FOR TRANSPORTATION PLANNING CONSULTING SERVICES
INDIVIDUAL EVALUATION FORM**

Individual Evaluation Form

Evaluation Criteria	Calvin, Giordano & Associates, Inc.	HDR	Kimley-Horn	NUE Urban Concepts	Toole Design Group, LLC
Ability of firm to provide type & quality of services (0-30 Points)	20	30	29	25	28
Quality & extent of assigned staff's experience with transportation planning projects as they relate to the City's Scope of Services (0-30 Points)	20	29	28	20	29
Ability to continue project within budget with current & projected workload (0-20 Points)	10	20	19	15	18
Efficiency, cost-effectiveness, and demonstration of value added (0-20 Points)	10	19	20	18	20
TOTAL POINTS (1-100)	60	98	96	78	95
MEMBER RANKING (1-5)	5	1	2	4	3

Evaluator Name Ginger Corless

Evaluator Signature  2

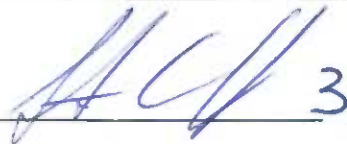
**RFQ #23-008 CONTINUING CONTRACT FOR TRANSPORTATION PLANNING CONSULTING SERVICES
INDIVIDUAL EVALUATION FORM**

Individual Evaluation Form

Evaluation Criteria	Calvin, Giordano & Associates, Inc.	HDR	Kimley-Horn	NUE Urban Concepts	Toole Design Group, LLC
Ability of firm to provide type & quality of services (0-30 Points)	20	25	27	?? 15	WG PIC? 21
Quality & extent of assigned staff's experience with transportation planning projects as they relate to the City's Scope of Services (0-30 Points)	TRAFFIC DATA SUB 20	DATA COLLECT. SUB 25	DATA COLLECT SUB MBE 26	?? 15	21
Ability to continue project within budget with current & projected workload (0-20 Points)	10	10	10	5	10
Efficiency, cost-effectiveness, and demonstration of value added (0-20 Points)	5	10	10	5	5
TOTAL POINTS (1-100)	55	70	73	40	57
MEMBER RANKING (1-5)	4	2	1	5	3

Evaluator Name: Stephen C. Krug

Evaluator Signature _____

 3

**RFQ #23-008 CONTINUING CONTRACT FOR TRANSPORTATION PLANNING CONSULTING SERVICES
INDIVIDUAL EVALUATION FORM**

Individual Evaluation Form

Evaluation Criteria	Calvin, Giordano & Associates, Inc.	HDR	Kimley-Horn	NUE Urban Concepts	Toole Design Group, LLC
Ability of firm to provide type & quality of services (0-30 Points)	25	29	29	20	28
Quality & extent of assigned staff's experience with transportation planning projects as they relate to the City's Scope of Services (0-30 Points)	20	29	29	20	25
Ability to continue project within budget with current & projected workload (0-20 Points)	20	18	19	19	19
Efficiency, cost-effectiveness, and demonstration of value added (0-20 Points)	20	18	19	15	18
TOTAL POINTS (1-100)	85	94	96	74	90
MEMBER RANKING (1-5)	4	2	1	5	3

Evaluator Name Anosh Whittfield 4
 Evaluator Signature Anosh P. Whittfield

**RFQ #23-008 CONTINUING CONTRACT FOR TRANSPORTATION PLANNING CONSULTING SERVICES
INDIVIDUAL EVALUATION FORM**

Individual Evaluation Form

Evaluation Criteria	Calvin, Giordano & Associates, Inc.	HDR	Kimley-Horn	NUE Urban Concepts	Toole Design Group, LLC
Ability of firm to provide type & quality of services (0-30 Points)	21	26	25	20	18
Quality & extent of assigned staff's experience with transportation planning projects as they relate to the City's Scope of Services (0-30 Points)	23	26	24	20	19
Ability to continue project within budget with current & projected workload (0-20 Points)	12	15	15	10	10
Efficiency, cost-effectiveness, and demonstration of value added (0-20 Points)	12	15	14	15	10
TOTAL POINTS (1-100)	68	82	78	65	57
MEMBER RANKING (1-5)	3	1	2	4	5

Evaluator Name Martrivus Keaton 5

Evaluator Signature 



MEMORANDUM

TO: Shannon Hopper, Purchasing Technician 
FROM: Michael Rumer, Development Services Director
DATE: 10/05/2023
RE: Selection Committee recommendations for Transportation Planning Consulting Services

The City received qualification packages from five (5) firms. After the selection committee reviewed the qualifications, the selection committee short listed three (3) of the five (5) firms on October 03, 2023. The City's selection committee was comprised of myself, Ginger Corless Deputy Dev. Services Director, Anoch Whitfield Zoning Manager, Martrivus Keaton Development Engineer, and Steve Krug Public Works.

Based on the information provided by each firm, including their qualifications, team experience, and approach to the project, the evaluation committee ranked the consultants as follows:

1. Kimley-Horn
2. HDR
3. Toole Design Group, LLC

Staff requests City Commission acceptance of the ranked firms presented above.

**#23-008 CONTINUING CONTRACT FOR TRANSPORTATION PLANNING CONSULTING SERVICES
SHORTLIST FOR RECOMMENDATION OF AWARD**

Respondent		Calvin, Giordano & Associates, Inc.	HDR	Kimley-Horn	NUE Urban Concepts	Toole Design Group, LLC
Evaluator 1		4	2	1	5	3
Evaluator 2		5	1	2	4	3
Evaluator 3		4	2	1	5	3
Evaluator 4		4	2	1	5	3
Evaluator 5		3	1	2	4	5
TOTAL		20	8	7	23	17
RANKING		4	2	1	5	3

Note: Lowest Total is Top Ranking

The Evaluation Committee recommends award to the top three (3) ranked firms.

CITY OF
OCOE

RFQ #23-008

Continuing Contract for

Transportation Planning Consulting Services

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September 1, 2023

Shannon Hopper, Purchasing Technician
City of Ocoee Finance Department/Purchasing
1 North Bluford Avenue
Ocoee, FL 34761

Kimley»Horn

189 South Orange Avenue
Suite 1000
Orlando, FL 32801

RE: Continuing Contract for Transportation Planning Consulting Services; RFQ #23-008

Dear Ms. Hopper and Members of the Evaluation Committee:

We applaud the City of Ocoee's efforts to help ensure transportation impacts are identified and prioritized while considering surrounding land uses and development patterns. During this period of growth in the City, you need a consultant that offers forward-thinking solutions—that consultant is **Kimley-Horn**. We have assembled a multidisciplinary team of engineers, planners, and designers with a passion for transportation and a track record of implementation. Our core leadership and supporting professionals have the skills and expertise your projects demand. More importantly, we have formed relationships with the City and have partnered with you on a number of projects, positioning us to represent your best interests in various task assignments with context and institutional knowledge.

As you consider a transportation planning consultant, please keep the following merits of Kimley-Horn in mind:

A Deep Bench of Resources. Our team consists of a diverse group of transportation, safety, and mobility experts who are certified planners and engineers. A multidisciplinary perspective provides well-rounded planning solutions with the final design and implementation in mind. We have structured our team to include experts in not only the scope of services, but also support type services and specialties that tend to relate to resolving transportation issues and needs—including GIS, resiliency, and market economics. ***Our depth of resources and knowledge will empower the City to plan for its future transportation needs so that it will continue to prosper as a safe, attractive, and enjoyable place to live.***

A Uniquely Qualified and Dedicated Project Manager. As Project Manager for your previous Transportation Planning Consultant Services Contract, **James Taylor, P.E.**, is acutely familiar with the City of Ocoee. He has built relationships with your staff and understands your workload and priorities as well as your preference for certain proprietary products. James will remain heavily involved in production, not only overseeing the staff and project, but will be responsible for all work production, scheduling, staffing, and quality assurance. ***James has a vested interest in continually improving the City's transportation system and preserving its unique character.***

We Understand Your Scope of Work. Kimley-Horn has extensive experience with and excels in local municipal continuing services contracts all over the state of Florida, including Volusia, Osceola, Orange, and Brevard counties, as well as the cities of Longwood, Lakeland, Winter Park, Maitland, Winter Springs, Casselberry, and Orlando, among others. The Kimley-Horn team has and will continue to provide best practices and regional perspectives from our engagement with your partners such as the Florida Department of Transportation (FDOT) and MetroPlan Orlando. ***We understand the processes and procedures through similar contracts where Kimley-Horn staff on multiple levels have worked and interacted with various municipality staff.***

We are Local, Trustworthy, and Available. Kimley-Horn is dedicated to the City of Ocoee. Our involvement in the community, our experience working shoulder-to-shoulder with your staff, and our depth of local resources means we have the knowledge and expertise to help you reach your goals. ***Our local office, just a 20-minute drive from the City's offices, greatly enhances our capacity to meet tight deadlines and allows us to be actively involved with and have a positive impact on the City's projects.*** We have a long history of producing top quality projects for the City, including our role as your previous consultant for Transportation Planning Consultant Services. Our proposed staff is fully available and well-suited to execute each task work order with a high level of quality.



Our Team is Your Team. Our expertise in transportation planning, one of Kimley-Horn's core practices since 1967, positions us well to take on the challenges facing the City. We understand the growth occurring in the area and the need to provide safe and cost-effective transportation solutions. Our goal is to serve the City as an extension of staff and a partner in the community. While we expect to provide most of the services using Kimley-Horn staff, we have selected one specialty subconsultant to provide a specific task. **Accurate Traffic Counts, Inc.** will provide traffic count and data collection services.

In-House Tools for Smoother Communication and Cost Efficiency. Ocoee is unique in its geography, its community character, and in a varied development pattern that truly requires a unique approach to this project. Our in-house team of professional planners and engineers thoroughly understand the challenges of the City of Ocoee and the greater context of the region. To that end, ***we will focus on implementing tailored solutions that respond to the unique attributes of Ocoee and fully integrate with your vision for your future transportation system.*** We have created our own tools and software that help us complete analysis and effectively visualize our plans and communicate with our clients.

Having previously worked alongside the City and its respective departments as your trusted partner, we know and understand that the City is dedicated to providing a better place to live and work for its residents, business owners, and visitors. Kimley-Horn shares your commitment to providing exceptional planning and engineering solutions for the transportation network throughout the City. We are excited about the opportunity to continuing working with the City and confident that we can exceed City of Ocoee's expectations on this contract.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



James Taylor, P.E.
Project Manager
James.Taylor@kimley-horn.com
407.409.7006

If awarded the Project, Kimley-Horn looks forward to executing a mutually agreeable contract compliant with Florida Statutes, specifically F.S. 725.08.





TAB 1

Qualifications and Response to Scope of Services

Tab 1. Qualifications and Response to Scope of Services

YOUR PARTNER IN TRANSPORTATION PLANNING

For 56 years, Kimley-Horn has provided planning and engineering consulting services to clients nationwide since its founding by transportation engineers in Raleigh, North Carolina. In the early 1970s, the firm built an impressive track record in regional and urban area transportation planning, traffic impact analysis, parking planning and design, traffic control system design, and statewide and local traffic operations and safety studies. During this period, the firm also added practices in structural, highway, and bridge design, as well as airport planning and design. Since then, Kimley-Horn has grown into a nationwide full-service engineering consulting firm with over 7,300 employees nationwide. **We've been established in Orlando since 1980 and have served in similar transportation planning and engineering roles for the City of Ocoee and surrounding cities in Central Florida.** Our Orlando office, just a 20-minute drive from the City's offices, has a transportation group ready to serve on this contract.



#7

TRANSPORTATION FIRMS
by Engineering News-Record

#6

TOP PURE DESIGN FIRMS
by Engineering News-Record

#10

TOP 500 DESIGN FIRMS
by Engineering News-Record

#28

100 BEST COMPANIES TO WORK FOR
by FORTUNE

Kimley-Horn knows that when you choose a consulting firm, you are really choosing the people who will bring you technical expertise, hands-on experience with similar projects, and a commitment to timely, first-rate deliverables and client service. Kimley-Horn has assembled a team that includes a balance of expertise in multi-modal transportation and active transportation network planning with a team that has a history of working together and working in Central Florida.

EXPERTISE IN SCOPE OF SERVICES



Transportation Planning

For over five decades, Kimley-Horn has been studying and improving the transportation network in Florida as a consultant to cities, counties, and transportation planning organizations (TPOs)/metropolitan planning organizations (MPOs). Established by transportation planners and traffic engineers, Kimley-Horn has become a leading consultant in planning regional and statewide transportation systems, corridor studies, transportation demand management programs, and transportation impact analysis. The firm has assisted numerous local and state agencies in developing short- and long-range transportation plans and programs as well as multimodal master plans. Kimley-Horn's knowledge of Florida's transportation regulations, policies, and procedures is unsurpassed. As we have learned from our vast experience, agency coordination is a significant aspect of all types of transportation planning and engineering tasks. We have worked on transportation planning projects directly with Central Florida clients such as the City of Ocoee, Osceola County, Polk County, City of Titusville, City of Winter Park, River to Sea TPO, and FDOT District Five — to name a few.

Kimley-Horn's wide spectrum of transportation planning experience includes the following:

- » Long-range transportation plans
- » Transit development planning
- » Active transportation/multimodal planning
- » Transportation/mobility fee updates
- » Transportation demand modeling
- » Corridor studies
- » Feasibility studies
- » Public involvement
- » Geographic information systems (GIS)
- » Congestion management
- » Transportation demand management
- » Transportation control measures
- » Intelligent transportation systems (ITS)
- » Funding assistance
- » Transit planning
- » Parking demand analyses



Traffic Impact Analysis (TIA) Review

Preparing and reviewing traffic impact analyses has been a major part of our profession since our founding in 1967. We understand that transportation impacts must be quantified and documented based on an analysis that considers how many trips are generated, how they are assigned to the transportation system, and over what time periods. Existing traffic and future conditions, with and without the project, must be considered. Kimley-Horn engineers have conducted numerous TIA Reviews for the City of Ocoee and other Central Florida clients such as Osceola County and the City of Winter Springs.



Traffic Operations and Design

Kimley-Horn offers complete in-house traffic engineering services in the areas of preparation and review of traffic impact studies, traffic calming studies, speed zoning studies, safety and operations studies, accident analysis, pedestrian safety programs, parking studies, site access and circulation studies, traffic signal communication and system integration design, at-grade crossing operations and design, intersection geometric design, signing/striping and street improvement plans, and general consultation in traffic engineering. Kimley-Horn also has extensive experience using traffic analysis and modeling software including Synchro, SIDRA, Highway Capacity Software (HCS), Traffix, and VISSIM.

Our professionals have experience approaching a comprehensive analysis from both macroscopic (system planning) and microscopic perspectives (design issues and operations at specific locations). Using these tools, we can model a microscopic traffic network to determine the interactions between adjacent intersections and produce an animated, graphical display of traffic conditions.

Our experience also includes numerous roadway design projects for which we have been responsible for traffic operations improvements such as signalization, signing and marking, roundabouts, and intersection design; highway safety studies; and the full range of related traffic engineering services that enable us to address any traffic operations situation. The number of critical intersections in Florida that Kimley-Horn has evaluated or currently has under contract totals nearly 1,500.



Roadway/Multimodal Design

Roadway and intersection planning and design is one of the mainstays of our firm's professional practice, and we have provided these services for urban, rural, primary, secondary, and interstate roadways for clients ranging from municipalities to state departments of transportation. Kimley-Horn makes the most of its vast traffic operations knowledge and experience to serve our clients better with their roadway design projects. We know that providing design services to our clients goes beyond simply providing plans, specifications, and estimates, but includes an appreciation for how the project fits within the functionality of the roadway network. This understanding allows Kimley-Horn to provide our clients with reasonable and practical design solutions that will not detract from the functionality of the roadway network. Our in-house staff is equipped to address all aspects of roadway design projects, including intersection geometrics, utility relocations, traffic control, signalizations, signing and marking, structural/bridge design, paving, drainage, and erosion control. In addition, we have extensive experience dealing with local regulatory and other agencies to secure the permits and approvals necessary for the building and upgrading of roadway facilities.



Comprehensive Planning

Kimley-Horn approaches comprehensive planning with a core purpose in mind: to facilitate a process for informed decision making aligned with community values and vision, community development strategies, and urban design and transportation priorities. Kimley-Horn's planning staff has a wide range of experience with all aspects of comprehensive planning for several public and private clients. Our knowledge of critical planning elements, such as public participation, community visioning, regulatory and policy planning, entitlements, comprehensive plans, land use scenario planning, implementation strategies, cultural and natural resources, intergovernmental coordination indicates that our work is truly comprehensive in scope. Our staff has also developed numerous zoning, subdivision, overlay district, and planned unit development ordinances. In addition, our team is experienced in assisting or completing special studies for communities ranging from land use and infrastructure analysis, small area plans, corridor plans, peer reviews/application reviews for projects, and Complete Streets projects.



Community Redevelopment Areas (CRA) Support

Kimley-Horn supports the mission of CRAs and has been successfully providing services to a large number of CRAs and cities throughout Florida for decades including Largo, Zephyrhills, New Smyrna Beach, Charlotte County, and Cape Canaveral. Under-capitalization of CRA initiatives need not be the driving force in limiting or narrowing the redevelopment vision. At Kimley-Horn, we not only help CRAs and communities create a vision, we get them built. No firm in Florida can match our track record of implementation and completed construction projects in Community Redevelopment Areas. With over \$100 million of built urban redevelopment initiatives—and another \$50 million in the planning stage—we have an excellent working knowledge of how to be successful. In addition, our experience gives us the unique ability to help a CRA use their funds to leverage additional funding sources—in fact, our typical project has six to eight different funding sources. Our work with CRAs has included master planning, land use, zoning, civil engineering, and project team management. Our experience with these agencies and through implementation of the Master Plans has given Kimley-Horn a tremendous working knowledge of Florida Statutes Chapter 163, Part III.

Land Development Code

Our team believes that codes and implementation principles must be tailored to the communities they serve. To accomplish this, we always keep the following in mind:

- **Administrative Capacity:** Different communities have different abilities to administer. Codes should only contain elements that administering staff can understand, apply, and enforce.
- **Balance:** Codes must balance the need to prevent undesirable development with desire to allow for creativity. As both designers and coders, we understand this balance—where regulation is appropriate, and where it isn't.
- **Flexibility:** As part of achieving balance, flexibility must also be considered, especially in projects that are phased over many years.
- **Existing Regulations:** How a proposed code is shaped by existing regulations is critical. New codes must consider existing zoning and other regulatory plans.

When working with our clients, we provide revisions to the codes in the form of an adoptable ordinance, including all applicable regulating plans. Our approach is for the team to meet with City staff at the start of the code development effort to confirm the desired direction, format, and procedures. This session will allow the team to ensure that key elements of the proposed code are fully understood and agreed on before full drafting of the code begins.



Traffic Counts and Data Collection

Kimley-Horn is a full-service multidisciplinary consulting firm, but our team is strengthened by partnering with a cohesive subconsultant who has decades of experience working with Kimley-Horn on similar transportation planning projects to provide the services required for the City of Ocoee.

Our data collection subconsultant, Accurate Traffic Counts, Inc. (ATC), has provided traffic data collection services in Florida for over 30 years. ATC personnel and hardware resources allow them to handle large and small fast-track workloads in a timely fashion and within short notice. ATC staff is both knowledgeable of data collection standards and committed to accurate traffic counts on schedule. All counts are reviewed by a professional engineer before submission to the client.

Our approach to data collection will be to use the latest technology to perform data collection activities while maintaining quality control procedures to ensure the highest level of accuracy. Analysis techniques will be based on the specific work assignment. Kimley-Horn has extensive experience including intersection operational analysis, corridor signal timing analysis, crash analysis, and corridor analysis to support the City of Ocoee.



Grant Support

Kimley-Horn understands that obtaining successful funding and the identification of potential public and private sources is critical to your projects, and we will work to identify alternative funding and financing strategies within multiple categories. The Kimley-Horn team often deals with the complex regulations tied to the local use of federal funding and has been successful in obtaining grants for a number of municipalities. The Kimley-Horn project team will provide insight into the opportunities available, and the procedures required to obtain funding.

Kimley-Horn has provided assistance to our clients resulting in more than \$275 million in grants and outside funding in the state of Florida. We have developed a resource library of information on state and federal funding sources and will assist you in making the most of available resources.



Safety

Kimley-Horn provides comprehensive traffic safety services including local road safety plans, systemic safety evaluations, road safety audits, Safe Routes to Schools, project and grant development, Vision Zero strategies, and other focused studies to help reduce traffic injuries and fatalities throughout the country. Consistent with our firm's desire to be a positive force for change in our communities and to provide exceptional client service, Kimley-Horn was one of the primary sponsors of a new certification process available for transportation engineers—the Road Safety Professional certification. Kimley-Horn takes a proactive approach to safety analysis. We use historical collision data to identify roadway characteristics and driver behaviors that are associated with injury and fatal crashes in a given city, county, or region. We then develop customized countermeasure toolboxes to address those specific characteristics to aid in widespread funding and implementation. Our safety team works closely with traffic operations, roadway design, and mobility planning teams to facilitate that safety improvements are combined with efforts to improve the transportation system for all users.



Bike/Pedestrian Planning

As metropolitan urban areas continue to grow, urban design, streetscape design, and landscape architecture have become integral components of roadway and transportation system designs as well as infrastructure improvements in general. Revitalizing commercial districts, controlling traffic flows, and providing recreational areas and pedestrian and bicycle facilities in increasingly congested areas are some of the streetscape solutions designed by our landscape architects and planners. Kimley-Horn has extensive experience in downtown redevelopment and streetscape projects and a well-earned reputation for combining creative ideas, technical excellence, and client collaboration resulting in dynamic projects that blend into their environments and become a part of the area they inhabit.



Landscape/Parks

As urban areas continue to grow, streetscape design and landscape architecture have become integral components of roadway and transportation system projects and infrastructure improvements. Some solutions designed by our landscape architects and planners include revitalizing commercial districts, controlling traffic flows, and providing recreational areas and pedestrian/bicycle facilities in increasingly congested areas. We also provide services in feasibility studies, master planning, design, permitting, public participation, and construction administration. Our landscape architects and urban planners have extensive public and private sector experience, ranging from municipal streetscapes to drainage ways and road area improvements. Our planners and landscape architects collaborate with clients and the design team to develop a pleasing visual environment, meaningful theme, distinctive image, and strong sense of place, while being sensitive to each client's budget and long-term maintenance obligation.

Additional Expertise/Services

As evidenced on our organizational chart, Kimley-Horn has supplemented our team with experts in other available services:

- GIS
- Drainage
- Air Quality
- Transit
- Utilities
- Pavement Management
- Resiliency
- Lighting
- Structures
- Market Economics
- Noise Assessments

PERSONNEL QUALIFICATIONS

The City of Ocoee needs a consultant team that can navigate the responsibilities and challenges presented by this contract with a clear, visionary approach as well as a proactive partner who is familiar with the City's needs and goals. Kimley-Horn's longstanding experience with similar projects and communities throughout Florida provides you with unmatched service, responsiveness, and essential local knowledge. Our employees are sincere, reliable, and professional with proven experience to develop cost effective and long-term solutions to your needs. **Our tight-knit team has close working relationships with one another, which strengthens our ability to produce fast results.**

Your project manager, **James Taylor, P.E.**, will serve as your daily point of contact. James will have full authority to act on behalf of Kimley-Horn and will be personally responsible and accountable for the success of your projects. Our team of professionals and their specific roles for this project are outlined in the organization chart provided on the following page.

Qualified Subconsultant

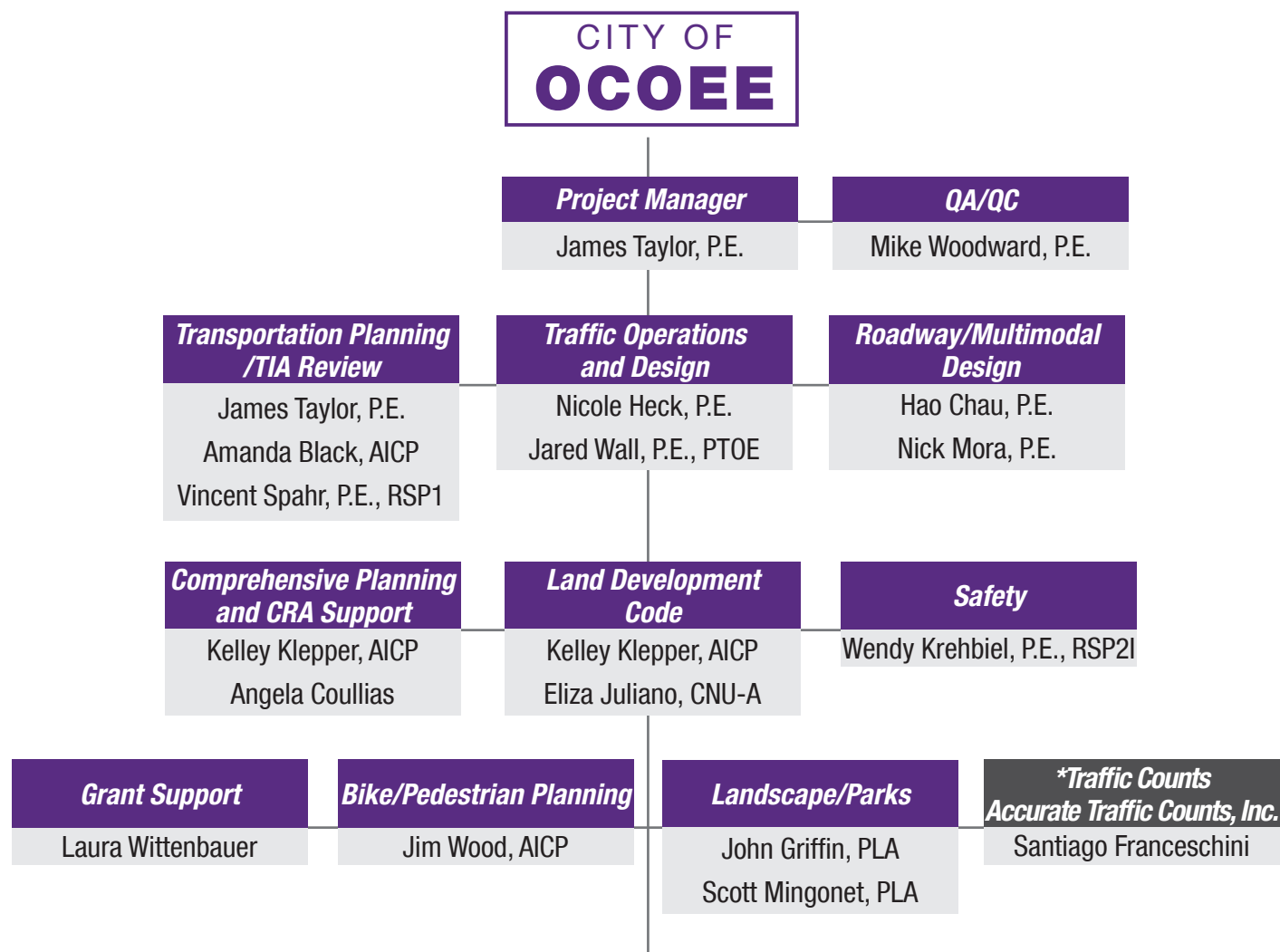


Accurate Traffic Counts, Inc. (ATC) | Traffic Counts

Accurate Traffic Counts, Inc. (ATC) is a Florida-based firm that has been providing accurate and dependable traffic data collection services since its incorporation in October 1993. With a strong reputation spanning 30 years, ATC

specializes in delivering reliable traffic data collection services to traffic engineering consultants and planning agencies at the federal and state levels. Their experienced personnel and well-equipped resources enable them to efficiently handle both large and small projects with short turnaround times. Located in Oviedo, their strategic location grants them easy access to major roads such as the Florida Greenway (SR 417), I-4, I-95, and more. Their comprehensive range of services includes Approach Counts, Average Daily Total Counts (ADT)—By-Direction, Classification Counts, Speed Studies, Stop Sign Delay Studies, Turning Movement Counts, and more. With their commitment to accuracy, dependability, and a track record of successful projects, ATC is well-equipped to deliver exceptional traffic data collection services to Kimley-Horn and the City of Ocoee on this contract.

ATC holds various certifications, including being recognized as a Disadvantaged Business Enterprise (DBE) by the Florida Department of Transportation, a **Minority Business Enterprise (MBE)** by the City of Orlando and Orange County, and a Florida Statewide and Inter-local certified firm.

**Other Available Expertise**

GIS Erin Emmons, GISP Amanda Black, AICP	Transit John Lafferty	Resiliency Macy Falcon, AICP, CFM	Market Economics Jessica Rossi, AICP
Drainage Katie Gleason, P.E. Victor Gallo, P.E.	Utilities Steve Romano, P.E.	Lighting Tiffany Parker, P.E., TTC	Noise Assessments Tad Hardy, P.E.
	Air Quality Allison Fluitt, P.E., AICP	Pavement Management Kevin Stone, P.E.	Structures Joseph Roberts, P.E.

Note: Resumes and professional licenses for key team members only are provided on the following pages. Corporate licenses for Kimley-Horn and our subconsultant are also provided.

* Denotes Subconsultant

**James Taylor, P.E.****PROJECT MANAGER; TRANSPORTATION PLANNING/TIA REVIEW****RELEVANT EXPERIENCE**

Continuing Contract for Transportation Planning, Ocoee, FL — Project Manager for numerous Transportation Planning Consulting Services for the City of Ocoee. Completed services include updating the City's transportation impact analysis (TIA) methodology and concurrency management system (CMS) data to streamline traffic study reviews. Kimley-Horn has reviewed numerous traffic studies submitted to the City for application review, represented the City at the development review committee and at public hearings, and performed additional analyses to evaluate roadway segment and intersection capacity within the City. Other services include the management of traffic count collection and the development of geographic information system (GIS) tools for quick reference to area traffic counts, current level-of-service (LOS), and other multimodal network attributes. Kimley-Horn has also assisted with an update to the City's Transportation Element and has performed a corridor study of Clarke Road to develop coordinated signal timings and other improvements to reduce corridor delay and address multimodal safety concerns.

Continuing Transportation Planning Services, Osceola County, FL — Project Manager for an areawide planning study involving multiple municipalities to evaluate future transportation impacts of a 230-acre community service area (park, schools, police department, utility service provider, City, and County offices). Kimley-Horn met with various stakeholders to collect data to develop short-term and long-term land use, access, and roadway network scenarios. Future operational assessments were then performed to determine ideal driveway locations and design, and off-site improvements. Several follow-up presentations and plan iterations resulted in a favorable outcome for stakeholders. Challenges included signal timing coordination and pre-emption in close proximity to railroad tracks, multiple school vehicle loops and accesses, and consensus building between several parties.

Continuing Contract for Transportation Planning, Clermont, FL — Project Manager for Transportation Planning Consulting Services for the City of Clermont. Tasks include review of transportation impact analysis (TIA) methodologies and traffic studies. Additionally, Kimley-Horn has reviewed staff reports and attended municipal board presentations on behalf of the City, and conducted traffic counts and access management assessments.

River to Sea TPO 2045 Long Range Transportation Plan (LRTP), Orlando, FL — Task Manager for travel demand modeling to support the 2045 LRTP. The LRTP developed strategies for the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods. The plan weighs and balances the cost of various transportation investments against anticipated future funding to ensure it is a financially feasible plan, and if policy and legislation changes may be necessary to support future investments. Kimley-Horn worked with FDOT District Five and the TPO to train on and implement FDOT District Five's latest Central Florida Regional Planning Model (CFRPM) travel demand model for use in the region's planning.

Creative Village Mobility Plan, Orlando, FL — Project Manager. Partnering with the City, the plan was developed to prioritize pedestrian, bicycle, and transit modes using the latest multimodal design practices. Gateways envisioned for the community include seamless connection to existing bus rapid transit and traditional bus circulator systems, light rail stations, a regional transit hub, bike lanes, sidewalks, and trails. The strategies described in the plan will establish Creative Village as a true transit-oriented development.

OFFICE LOCATION

- » 189 South Orange Avenue
Suite 1000
Orlando, FL 32801

PROFESSIONAL CREDENTIALS

- » Master of Science, Civil Engineering, University of Central Florida
- » Bachelor of Science, Civil Engineering, University of South Florida
- » Professional Engineer in Florida, #69979

SPECIAL QUALIFICATIONS

- » Over 23 years of experience in transportation planning and traffic engineering for public- and private-sector clients
- » Expertise in traffic impact analysis, traffic operations, travel demand modeling, microsimulation, long-range planning, impact fee studies, and land entitlement/development processes
- » Conducted or managed over 500 studies including concurrency evaluation, comprehensive plan amendments, traffic volume forecasting, operational assessment, access management, toll feasibility, PD&E, IJR/IMR parking studies, and corridor studies

**Mike Woodward, P.E.****QA/QC****OFFICE LOCATION**

- » 189 South Orange Avenue
Suite 1000
Orlando, FL 32801

PROFESSIONAL CREDENTIALS

- » Bachelor of Science, Civil Engineering, Michigan State University
- » Professional Engineer in Florida, #70009
- » Institute of Transportation Engineers (ITE)

SPECIAL QUALIFICATIONS

- » Transportation engineer with 19 years of experience
- » Specific expertise in corridor and arterial investment studies, signal system retiming, signal design, transit facility analysis, growth management planning, evaluation of non-typical intersection configurations, and roundabout analyses
- » Solid knowledge of Highway Capacity Software (HCS), Synchro, SIDRA software, MicroStation, AutoCAD, and GIS

RELEVANT EXPERIENCE

Winter Park Continuing Transportation Planning (aka Orange Avenue Master Plan, aka Orange Avenue Corridor Study), Winter Park, FL — Project Manager. Kimley-Horn has provided a variety of transportation planning and transportation engineering services to the City of Winter Park, including updates to the City's Transportation Element, development of a Mobility Plan, and a corridor study for Orange Avenue. The Orange Avenue Corridor Study included public involvement, an assessment of existing conditions, development of best practices, evaluation and recommendations of specific concepts in support of the Orange Avenue Overlay District. Improvement recommendations include a lane reduction, pedestrian improvements, turn lane modifications, and roundabouts at two key locations. An operational assessment has been completed for 16 intersections in Winter Park, along and adjacent to Orlando Avenue (US 17/92). The project identified several operational improvements to maximize the efficiency of the existing transportation system in concert with pedestrian improvements to be implemented by FDOT.

Osceola County Continuing Planning and Design Consultant Services, Osceola, FL Project Engineer. Kimley-Horn provided a variety of transportation planning services to the County under this contract. Assistance has included conducting the countywide data collection and analysis program, support for participation with MetroPlan Orlando, travel demand modeling and toll feasibility analysis for the Southport Connector, analysis and coordination with review agencies to support the approval of the County's Master Plan Districts, coordination with the Florida Turnpike, and the Orlando-Orange County Expressway Authority relating to potential Osceola Expressway Authority projects, and assisted the County with the update of the Transportation Element of the County's Comprehensive Plan.

River to Sea Transportation Planning Organization Bicycle/Pedestrian Feasibility Study Continuing Services Agreement, Orlando, FL — Project Engineer. As part of this contract, Kimley-Horn was responsible for reviewing each bicycle/pedestrian project to assess the engineering and planning characteristics. This included, but was not limited to, the determination of available right-of-way, the documentation and identification of the solutions of obstacles that may impede the project's constructability, permitting and socioeconomic constraints, landscaping, drainage, and engineering and design costs through site visits and coordination with sponsoring agencies. From the assessment of these characteristics, Kimley-Horn prepared documentation which provided an estimate of related planning, design, right-of-way, and construction costs coordinated with FDOT District Five Long Range Estimate (LRE) figures associated with design and construction costs. Recent projects include Orange Avenue/Graves Avenue in Orange City, McDonald Road in Port Orange, and County Road 3 in Pierson.

Continuing Services for Community Planning, FDOT District Five — Project Manager. Kimley-Horn performed a planning feasibility study, including the development of design traffic volumes, public involvement, data collection, environmental analysis, drainage analysis, and development of improvement alternatives for SR 100 from US 1 to Belle Terre Parkway and US 1 from the south city limits of Bunnell to CR 13. Alternatives included widening the existing roads, converting the facilities to one-way pairs, and implementing a realignment that would allow through traffic to travel around the downtown area. Public involvement workshops included sessions to describe the sources of future traffic and the pros and cons of converting to one-way pairs. The analysis included consideration of the feasibility of improving Railroad Street to meet current design standards.

**Amanda Black, AICP****TRANSPORTATION PLANNING/TIA REVIEW****RELEVANT EXPERIENCE**

Continuing Contract for Transportation Planning, Ocoee, FL — Project Analyst for numerous Transportation Planning Consulting Services for the City of Ocoee. Completed services include updating the City's transportation impact analysis (TIA) methodology and concurrency management system (CMS) data to streamline traffic study reviews. Kimley-Horn has reviewed numerous traffic studies submitted to the City for application review, represented the City at the development review committee and at public hearings, and performed additional analyses to evaluate roadway segment and intersection capacity within the City. Other services include the management of traffic count collection and the development of geographic information system (GIS) tools for quick reference to area traffic counts, current level-of-service (LOS), and other multimodal network attributes. Kimley-Horn has also assisted with an update to the City's Transportation Element and has performed a corridor study of Clarke Road to develop coordinated signal timings and other improvements to reduce corridor delay and address multimodal safety concerns.

Winter Park Continuing Transportation Planning (aka Orange Avenue Master Plan, aka Orange Avenue Corridor Study), Winter Park, FL — Project Analyst. Kimley-Horn has provided a variety of transportation planning and transportation engineering services to the City of Winter Park, including updates to the City's Transportation Element, development of a Mobility Plan, and a corridor study for Orange Avenue. The Orange Avenue Corridor Study included public involvement, an assessment of existing conditions, development of best practices, and recommendations of specific concepts in support of the Orange Avenue Overlay.

Continuing Professional Services (includes Areawide Traffic Study and Park Avenue Improvements), Windermere, FL — Team Member. The Town of Windermere selected Kimley-Horn to perform an areawide traffic study. Tasks may include road classifications, traffic counts, access roadway conditions and recommendations for improvements, comprehensive traffic operations and safety analysis, obtain and evaluate crash data for three years to determine the need for safety improvements, inventory the Town's current bicycle and pedestrian paths, and public involvement, among others. The purpose of the study is to promote a safe and livable environment for the Town's residents, pedestrians, bicyclists, and motorists.

Comprehensive Plan Update, Tavares, FL — Transportation Analyst. Kimley-Horn was selected by the City of Tavares to the review and update of the City's Comprehensive Development Plan based on the evaluation and appraisal report (EAR). Kimley-Horn completed the community review, preliminary land use and population analysis, transportation and mobility analysis, infrastructure (water, wastewater, stormwater, lakes, etc.), and developed a new Recreation and Open Space Element. As part of the process, Kimley-Horn reviewed the current Goals, Objectives, and Policies as they relate to growth management changes, consistency across the various elements, and clarification of terms/strategies. Kimley-Horn worked with the City to identify best practices in the field of Comprehensive Planning and developed a new approach to their land use designations and development with a focus on redevelopment and also linkages between land use and transportation. Kimley-Horn also worked directly with the City and the Florida Department of Economic Opportunity (DEO) as part of the state mandated review processes. The City adopted the new Comprehensive Plan (Taking Flight) in 2021.

OFFICE LOCATION

- » 189 South Orange Avenue
Suite 1000
Orlando, FL 32801

PROFESSIONAL CREDENTIALS

- » Bachelor of Science, Business Administration, Marketing, University of Central Florida
- » American Institute of Certified Planners, #34617

SPECIAL QUALIFICATIONS

- » GIS specialist with six years of experience
- » Provides project services involving public involvement, socioeconomic analysis, environmental mapping, quality control of deliverables, project coordination, equipment testing, data collection, travel demand modeling, and traffic analyses

**Vincent Spahr, P.E., RSP1****TRANSPORTATION PLANNING/TIA REVIEW****OFFICE LOCATION**

- » 800 SW 2nd Avenue
Suite 100
Gainesville, FL 32601

PROFESSIONAL CREDENTIALS

- » Bachelor of Science, Civil Engineering, University of Dayton
- » Professional Engineer in Florida, #88747
- » Road Safety Professional 1, #960

SPECIAL QUALIFICATIONS

- » 11 years of experience performing traffic operational analyses for urban and rural highway projects
- » Has analyzed crash reports and traffic volumes and created exhibits to summarize safety and operational performance of existing and proposed intersections
- » Software experience includes MicroStation, SIDRA, Synchro, HCS, ArcGIS, and AutoCAD

RELEVANT EXPERIENCE

Continuing Traffic Engineering Services, Osceola County, FL — Project Engineer. Kimley-Horn is providing a variety of traffic engineering services to the County under this continuing contract. Assistance has included signal warrant analyses, multi-way stop analyses, traffic signal design, complete streets analyses, subarea studies, arterial operational assessments, TIA reviews, and miscellaneous support. Sample projects consist of the Celebration Avenue Complete Streets Corridor Study, Osceola Parkway Arterial Analysis, speed zoning on Goodman Road, and signal designs such as at Oak Street at Central Avenue.

Lake-Sumter MPO 2045 Long Range Transportation Plan (LRTP) and Congestion Management Process (CMP), Lady Lake, FL — Project Engineer. This plan encompasses major updates to traffic congestion, travel time reliability, and safety aspects. On a broad scale, this plan identifies strategic transportation policy regarding how financial resources will be allocated to implement projects. Both Lake and Sumter Counties are encompassed in this plan, involving a portion of the Florida Department of Transportation's (FDOT) Multiuse Corridors of Regional Economic Significance (M-CORE) Northern Turnpike Connector project — a program intended to revitalize rural communities, encourage job creation, and provide regional connectivity. In addition to the 2045 LRTP, we assisted the MPO is getting their 2040 plan into compliance with new FAST Act requirements.

Districtwide Highway Safety Improvement Program (HSIP) Safety Studies, FDOT District Three, Tallahassee/Panhandle, FL — Project Engineer for the evaluation of segments and intersections within FDOT District Three that have exhibited higher-than-average crash rates or have experienced a high crash severity, which were eligible for federal Highway Safety Improvement Program (HSIP) funds. Evaluations included an assessment of historical crash data to determine trends in crash rates and potential contributing factors, field reviews to observe existing conditions at the crash locations, and determination of potential safety improvements that may reduce the number and severity of crashes experienced at the crash locations.

NE 8th Avenue Complete Streets Concept, Ocala, FL — Project Manager. Kimley-Horn developed planning concepts for complete streets improvements for NE 8th Avenue to slow travel speeds and encourage bicycle and pedestrian connectivity and interaction between adjacent residential neighborhoods and the Tusawilla Park recreation area. Revitalization of the NE 8th Avenue corridor was a priority of the City's Mid-Town Master Plan. Kimley-Horn prepared typical sections and concepts for the second phase of the traffic calming and complete streets improvements which will include landscaped medians, removal of two traffic signals and construction of three roundabouts, construction of wider sidewalks, and inclusion of bicycle lanes along the corridor.

Interchange Operational Analysis Report, I-10 & SR 75 (US 231) Interchange, FDOT District Three — Traffic and Safety Analyst. Kimley-Horn is completing an Interchange Operational Analysis Report (IOAR) to support the signalization of I-10 off-ramp termini at the interchange with SR 75 (US 231) in Jackson County, Florida. In response to a history of crashes at the interchange, including fatal and injury crashes, the IOAR includes a signal warrant analysis, crash history analysis, and evaluation of expected crash reduction in the future as a result of the improvements being proposed. The process involves coordination with the FDOT Systems Planning office for methodology and study approval.

**Nicole Heck, P.E.****TRANSPORTATION OPERATIONS AND DESIGN****RELEVANT EXPERIENCE**

Continuing Traffic/Transportation Services, Osceola County, FL — Project Manager and Engineer of Record on the Kimley-Horn team which provides a variety of transportation engineering services evaluation of safety, access management, signal timings and phasing, turn lane lengths, signal warrant analyses, and TSM&O alternatives. Kimley-Horn has also designed traffic signals under this contract at the intersections of Oak Street and Central Avenue (replacement) and Canoe Creek Road and Deer Creek Boulevard (new signal) which include interconnect design and communications plans, replacement of existing pedestrian signalization devices and replacement of existing curb ramps to meet current ADA and FDOT standards, sidewalk improvements, drainage design, and coordination and resolution of conflicts to proposed signal features with existing utility providers.

Winter Park Continuing Transportation Planning (aka Orange Avenue Master Plan, aka Orange Avenue Corridor Study), Winter Park, FL — Project Engineer. Project Engineer. Kimley-Horn has provided a variety of transportation planning and transportation engineering services to the City of Winter Park, including updates to the City's Transportation Element, development of a Mobility Plan, and a corridor study for Orange Avenue. The Orange Avenue Corridor Study included public involvement, an assessment of existing conditions, development of best practices, evaluation and recommendations of specific concepts in support of the Orange Avenue Overlay District. Improvement recommendations include a lane reduction, pedestrian improvements, turn lane modifications, and roundabouts at two key locations. An operational assessment has been completed for 16 intersections in Winter Park, along and adjacent to Orlando Avenue (U.S. 17/92). The project identified several operational improvements to maximize the efficiency of the existing transportation system in concert with pedestrian improvements to be implemented by FDOT.

Districtwide CSC Traffic Operations, FDOT District Five — Project Manager for the current Districtwide contract serving as a subconsultant to another firm. The scope of work includes safety studies tasks, traffic signal warrants, intersection studies, intersection control evaluations (ICE), qualitative assessment, highway lighting justification, road safety audits, and benefitcost analysis, as well as minor roadway design tasks such as intersection improvements and traffic signal upgrades. Task work orders completed include intersection analysis studies (SR 5A and Madeline Avenue as well as SR A1A and SR 518) to address ongoing high-crash frequency related to congestion, signal visibility, and intersection geometry, and development of implementable short-term and long-term recommendations. Additionally, we are evaluating existing cantilever and signal structures to determine if modifications can be made to improve safety without replacing the structure. Lastly, intersection design plans implementing maintenance items, safety, and pedestrian accommodations.

Neptune Road Railroad Crossing Safety Improvements, Kissimmee, FL — Project Manager for various task work orders, one of which was the Neptune Road Railroad Crossing Traffic Operation Evaluation where Kimley-Horn performed a study to evaluate pedestrian mobility and vehicular conditions along Neptune Road at the SunRail railroad crossing and LYNX and Amtrak transit station. Our team completed field reviews, traffic data collection, and final design plans which included the installation of LED highlighted "Do Not Stop on Tracks" sign assemblies connected through radio transmitters and fiber optic cable. The project included extensive coordination with the City of Kissimmee, Osceola County, FDOT, and SunRail.

OFFICE LOCATION

- » 189 South Orange Avenue
Suite 1000
Orlando, FL 32801

PROFESSIONAL CREDENTIALS

- » Bachelor of Science, Civil Engineering, University of Florida
- » Temporary Traffic Control, 53810
- » Professional Engineer in Florida, #84306

SPECIAL QUALIFICATIONS

- » 11 years of traffic operations and design experience including FDOT D5 Smart Signals design, mast arm and strain pole modifications utilizing flexible backplates, replacement of traffic monitoring sites, RRFB, HAWK, and MPS design, and intelligent transportation system design and modifications
- » Additional experience includes temporary traffic control plans, signal timing evaluations and implementations, signal warrant analyses, operational evaluations, safety studies, ADA implementation, and intersection control evaluations (ICE)

**Jared Wall, P.E., PTOE****TRAFFIC OPERATIONS AND DESIGN****RELEVANT EXPERIENCE**

GDOT SigOps Traffic Signal Operations Program - Southwest Region including District 3 – Thomaston and District 4, Tifton, GA — Project Engineer. The overall goal of this project is optimizing traffic signal operations for more than 2,000 traffic signals in GDOT Districts 3 and 4, and in Cobb, Fulton, and Douglas Counties for GDOT District 7. Kimley-Horn is maintaining an inventory of all traffic signals equipment and active projects; performing routine ground preventative maintenance; upgrading MaxTime firmware; integrating signals to the GDOT MaxView central server; managing signals remotely and in the field; analyzing ATSPM and/or probe data sources; conducting traffic engineering studies; and serving as extension of staff. The project includes providing signal timing evaluations and implementations, from minor offset/split adjustments to full scale signal retiming during all times of day for uncoordinated and coordinated signal operations as well as holiday and special event signal timing in select locations.

Georgia Department of Transportation (GDOT), Regional Traffic Signal Operations Program (RTSO), Columbus Traffic Signal Retiming, Columbus, GA — Project Manager/Senior Engineer. Under the Regional Traffic Signal Operations program, Kimley-Horn provided traffic signal optimization for 89 traffic signals in Columbus, GA. These signals comprised six of the most high-visibility corridors in the City. As the first full overhaul of signal operations in over a decade, Kimley-Horn collected field inventories of each intersection, and implemented new controller databases into the signal controllers, and over the course of seven days fine-tuned the system's timings. All time periods were fine-tuned, including the AM, Mid-Day, and PM peaks, along with early morning, late evening, overnight, and weekend timing plans. While field implementing, some locations were updated to add leading pedestrian intervals and double serve left turns. A cost-benefit analysis determined annual cost-benefit ratios of 34.4, 25.7, 4.0, and 10.1 for each corridor.

GDOT SigOps Central Metro Region, GA — Project Engineer. Kimley-Horn is leading a team of consultants to actively monitor, manage, and maintain over 1,400 signals and ITS devices in the Central Metro Region of GDOT's SigOps contract including the entirety of the Downtown, Midtown, Buckhead, and Perimeter areas. The project utilizes performance measures generated from GDOT's Automated Traffic Signal Performance Measures (ATSPM) website and the SigOps Metrics website. The team utilizes these performance measures to direct resources where they have the largest benefit to the operations throughout the area. The project also has an event management component; events range from managing lane closures around construction, to full scale special events within the region.

Statewide Signal and ITS On-Call Design Services, GA — Project Engineer. Kimley-Horn is providing regionwide traffic signal and ITS design support on a task-order basis for GDOT Region 2. These projects include a range of design types from standard signals to advanced ITS designs. Task orders have included full traffic signal rebuilds, ADA and pedestrian infrastructure upgrades, railroad preemption design, upgrading cabinet and controller equipment, and installing ITS technologies at signals. Task orders also will include non-standard ITS planning and design tasks such as Commercial Vehicle Technology Best Practices Support. Kimley-Horn's relationships with the GDOT's districts will enable coordination and consistency between districts.

OFFICE LOCATION

- » 1200 Peachtree Street NE
Suite 800
Atlanta, GA 30309

PROFESSIONAL CREDENTIALS

- » Master of Science, Engineering, University of Texas
- » Bachelor of Science, Civil Engineering, Georgia Institute of Technology
- » Professional Engineer in Florida, #95194
- » Professional Traffic Ops Engineer, #5224

SPECIAL QUALIFICATIONS

- » Eight years of experience in traffic operations and design in both the private and public sector organizations
- » Experience with implementation of various traffic signal timing and phasing strategies that improved safety, efficiency, and reliability for all modes of road users

**Hao Chau, P.E.****ROADWAY/MULTIMODAL DESIGN****RELEVANT EXPERIENCE**

Continuing Services Contract for Professional Engineering, Kissimmee, FL — Project Mmanager. Kimley-Horn provided engineering services for the City of Kissimmee. Services included roadway, drainage and lighting design, utility coordination, permitting, bidding services, construction phase services and PD&E scope development. Various task work orders have included Bermuda Estates Subdivision Drainage Improvements, Mann Street Roadway Extension, Hoagland Blvd Phase IV PD&E Study Scope Development.

Continuing Professional Engineering Services, Windermere, FL — Project Manager. Kimley-Horn was selected to perform professional engineering services to include design, planning, permitting, and review for the Town of Windermere. Hao served as project manager for the Park Avenue Improvements project, which included 1.2 miles of pavement rehabilitation, widening for turn lanes, sidewalk improvements, and a conceptual shared use path design. Kimley-Horn performed all the public involvement, professional engineering design, permitting, bidding services, and construction phase services for this project.

River to Sea Loop Trail Phase 1 Study and Final Design, Volusia County, FL — Project Manager. Kimley-Horn was selected to perform study and final design services for River to Sea Loop Trail Phase 1 from Lake Beresford Park to Old New York Avenue, a distance of 1.6 miles, and is part of the SUN Trail network for multimodal connectivity. The study phase involved reviewing a previous PD&E study performed by FDOT and evaluating three additional alignment options adjacent to the FDOT railroad right of way. This phase also included existing conditions analysis, planning evaluation, public involvement, and right of way acquisition support including meetings with property owners and presentation at County Council.

Multimodal Improvements, Longwood, FL — Deputy Project Manager. Kimley-Horn was selected to perform professional engineering services to include design, planning, permitting and review in accordance with the City of Longwood's Five-Year Transportation Capital Improvement Plan. This project included multimodal improvements, a bicycle and pedestrian master plan, public involvement (meetings, workshops, newsletters), sidewalk, reconstruction of curb ramps and installing crosswalks to meet ADA standards, safe routes to schools, connections to the regional Sun Rail station, on-street parking plans, bicycle lanes and all related signing, signaling, path, milling and widening.

Epic Boulevard, Orange County, FL — Project Manager. Kimley-Horn was selected to perform professional engineering services for Epic Boulevard, the main roadway and multimodal network that serves both sides of the development. The numerous components of the project included a multi-lane divided roadway, 12' wide multimodal facilities, transit stops, modern multi-lane roundabout, signalization, lighting, utilities and streetscape (landscape, hardscape, signage and irrigation).

International Drive Congestion Management and BRT Design, Orlando, FL — Deputy Project Manager for multimodal transportation improvements between Oak Ridge Road and Universal Boulevard. The main improvement to the corridor consisted of connecting existing discontinuous right turn lanes to provide an additional lane in each direction where no right turn lanes are present, to create transit lanes. The improvements addressed safety and capacity needs for all users by providing improved bicycle and pedestrian facilities, ITS devices, access management improvements, turn lane improvements, signal upgrades, and transit enhancements to improve stops.

OFFICE LOCATION

- » 189 South Orange Avenue
Suite 1000
Orlando, FL 32801

PROFESSIONAL CREDENTIALS

- » Master of Business Administration, University of Central Florida
- » Bachelor of Science, Civil Engineering, University of Florida
- » Professional Engineer in Florida, #61640

SPECIAL QUALIFICATIONS

- » 23 years of experience designing and managing transportation design projects including multimodal improvements, milling, resurfacing, widening and reconstruction projects
- » Roadway engineering experience includes feasibility studies, PD&E studies, roadway design, drainage design, plans production, plans review, permitting, bidding assistance, Local Agency Program (LAP) projects, public and private partnership projects and construction phase services

**Nick Mora, P.E.****ROADWAY/MULTIMODAL DESIGN****OFFICE LOCATION**

- » 1700 SE 17th Street
Suite 200
Ocala, FL 34471

PROFESSIONAL CREDENTIALS

- » Bachelor of Science, Civil Engineering, University of Florida
- » Professional Engineer in Florida, #70697
- » Florida Engineering Society

SPECIAL QUALIFICATIONS

- » Has 19 years of experience in transportation planning and traffic operations, roadway/signal design, plans preparation, and traffic noise analyses
- » Thorough knowledge of traffic impact analyses, development of regional impact level transportation analyses, and transportation modeling concepts

RELEVANT EXPERIENCE

CR 501 and Warm Springs Avenue Improvements, Ocala, FL — Project Manager. Kimley-Horn designed roadway, tunnel, traffic signalization, and roundabout improvements along both County Road 501 & Warm Springs Avenue in Sumter County. The project included design of a two-lane roundabout, two tunnels underneath four-lane roadways, and the widening of approximately one mile of roadway from two lanes to four lanes. Our scope included the design and permitting of the improvements, coordination with impacted utility owners which had infrastructure in the right-of-way, and providing assistance during the construction phase.

CR 707/Dixie Highway Roadway Improvements and Streetscape Design, Stuart, FL Project Engineer. Kimley-Horn prepared construction documents to support the development of the Rio Town Center Streetscape. The existing two-lane rural roadway was visualized to be reconstructed into a two-lane, divided urban corridor with on-street parking, a community featured roundabout to accommodate a future art installation, 10-foot-wide sidewalks along either side, landscaping/hardscape improvements, and street lighting. The corridor will serve as the backbone of the Rio Town Center master development plan. Consulting services included construction document development, agency permitting, public involvement workshops, coordination with franchise utility operators to support undergrounding of overhead utilities, and construction phase services. Roadway construction was completed in June 2012, and we completed the design for the sidewalk improvements in 2014.

Traffic Impact Analyses, Marion County, FL — Project Manager on several residential and commercial developments within Marion County. These traffic impact analyses include the development of trip generation potential and distributing these trips into the roadway network using both local knowledge of travel time characteristics and output from the region's adopted transportation model. Determination of mitigation (roadway widening and/or intersection improvements) is required so that the transportation system can support the proposed developments.

Meggison Road Planning and Design, Sumter County, FL — Project Engineer for design plans and permits for Meggison Road, from SR 44 to Warm Springs Avenue. As part of the design project, Kimley-Horn has prepared design traffic forecasts. The design traffic forecasts were utilized to develop a signal warrant and traffic operational analysis to support a new traffic signal at SR 44. Traffic forecasts were also utilized to develop the roadway typical section, pavement design, access management, and recommended intersection geometry and control at Warm Springs Avenue. Ongoing permitting coordination is occurring with Sumter County, FDOT and the Southwest Florida Water Management District (SWFWMD). As a result of continuous coordination, FDOT has approved a variance for a future traffic signal on SR 44 at Meggison Road.

SW 49th Avenue S Phase Preliminary Engineering Report, Marion County, FL Roadway and Traffic Engineer for the Kimley-Horn team that evaluated alternative alignments of a proposed 2.6 mile four-lane roadway extension to support increasing development growth in southwest Marion County. The project included project traffic forecasting, pond siting analysis, engineering analysis, environmental analysis, geotechnical analysis, utility coordination, cost estimates, alternatives analysis, and significant public involvement. Project included significant coordination with Marion County, Board of County Commissioners, Ocala/Marion TPO, community stakeholders, and the public.

**Kelley Klepper, AICP****COMPREHENSIVE PLANNING AND CRA SUPPORT; LAND DEVELOPMENT CODE****OFFICE LOCATION**

- » 1777 Main Street
Suite 200
Sarasota, FL 34236

PROFESSIONAL CREDENTIALS

- » Master of Arts, Geography and Urban Planning, East Tennessee State University
- » Bachelor of Science, Psychology, East Tennessee State University
- » American Institute of Certified Planners, #014572
- » American Planning Association (APA)
- » Florida Planning and Zoning Association (FPZA)

SPECIAL QUALIFICATIONS

- » 30 years of planning, development, and redevelopment experience
- » Has worked with local government agencies, master planning and plan implementation, community redevelopment agencies, and development/redevelopment projects
- » Extensive knowledge of land use and entitlements planning, development-related issues, public policy, parks and open space planning, and comprehensive planning

RELEVANT EXPERIENCE

City of Maitland Comprehensive Plan, Maitland, FL — Project Manager worked with the City of Maitland on the review and update of the City's Comprehensive Development Plan (CDP) based on the evaluation and appraisal report (EAR). Kimley-Horn completed the community review, preliminary land use and population analysis, transportation and mobility analysis, infrastructure (water, wastewater, stormwater, lakes, etc.), and a review of the current Goals, Objectives, and Policies as they relate to growth management changes, consistency across the various elements, and clarification of terms/strategies. Kimley-Horn worked with the City to identify best practices in the field of Comprehensive Planning and developed a new approach to their land use designations and development. Kimley-Horn also worked with the City directly with the Florida Department of Economic Opportunity (DEO) as part of the state-mandated review processes. The City adopted the CDP in 2019 and the Plan has since been recognized by the Florida Planning and Zoning Association (FPZA) for both a state planning award and also as a session at their annual conference, and the Florida Chapter of the American Planning Association (FAPA) with a similar session at its annual conference. Kimley-Horn also updated the City GIS database with respect to the parcel-based future land use map and related datasets. In 2019, the project was awarded the Award for Outstanding Achievement in Innovation by the Florida Planning and Zoning Association and the Award of Merit by the American Planning Association in Florida.

City of Sebastian Comprehensive Plan Update 2040, Sebastian, FL — Project Manager. Kimley-Horn was selected to create a Resilience Master Plan for the City including specific amendments to the City's Coastal & Conservation Element. Following the Resiliency Plan, the Kimley-Horn team prepared Phase 2 of the Comprehensive Plan which was a full Comprehensive Plan update including a diagnostic review of the City's full comprehensive plan but also an update to the Goals, Objectives and Policies (GOPs) and Data, Inventory and Analysis (DIA) for all elements (Future Land Use, Transportation & Mobility, Housing, Infrastructure, Coastal and Conservation, Parks, Recreation & Open Space, Governance & Implementation and Public Schools). The team also developed a livability section, acronyms and definitions, and a summary outline and key components at the beginning of each element). The City's Comprehensive Plan was adopted in June of 2021.

City of Venice, Comprehensive Plan, Venice, FL — Project Manager. Kimley-Horn worked with the City of Venice to review and update the City's Comprehensive Plan (2017-2027). Kimley-Horn completed an extensive public outreach and community review, including stakeholder interviews, online survey, and a series of community workshops; land use and population analysis; market assessment; and a review of the current goals, objectives, and policies as they relate to growth management changes, consistency across the various elements, and clarification of terms/strategies. Kimley-Horn completed the update of the GOPs in the form of vision, intent, and strategies along with the analysis required to develop the plan (population projections, level of service analysis, land use carrying capacity, housing analysis, etc.) with an emphasis on the City's neighborhoods (geographic areas). 2018 APA Florida Award. 2018 FPZA State Award Winner for Grassroots Initiative/Public Outreach.

**Angela Coullias****COMPREHENSIVE PLANNING AND CRA SUPPORT****OFFICE LOCATION**

- » 500 Delaney Avenue
Suite 404
Orlando, FL 32801

PROFESSIONAL CREDENTIALS

- » Master of Urban and Regional Planning, University of Florida
- » Bachelor of Design, Architecture, University of Florida
- » American Planning Association (APA)

SPECIAL QUALIFICATIONS

- » Has 11 years of experience between planning and urban design, both in public and private sectors
- » Experience in project management, urban design, site planning, policy research and implementation, and public engagement
- » Skilled in comprehensive planning, bike/pedestrian safety, public involvement, neighborhood visioning, graphic design and GIS support
- » Focus on urban design, walkability and sustainability

RELEVANT EXPERIENCE**Titusville Comprehensive Plan and Land Development Code Update, Titusville, FL**

Project Manager. Collaboratively working with City staff and community stakeholders to assess and provide recommendations on implementing new development standards in correlation to the Titusville Tomorrow Vision Plan the same team developed in 2015. The planning process includes several stakeholder workshops, mapping exercises and design renderings.

Edgewater Downtown Vision Plan and CRA Plan Update, Edgewater, FL — Project

Manager. Working with City staff through a variety of visioning outreach engagement workshops and interviews will refine and document the Citywide Vision plan including strategies for implementation and priority items, as well as provide refinement to strategies based on changes since adoption, and strategies to the CRA Plan.

Sustanee Community, Orange County, FL — Senior Planner. Providing consulting and design services for an environmentally focused large-scale master planned community in East Orange County within close proximity to the University of Central Florida. The project site is approximately 1,400 acres that includes around 2,000 dwelling units, focused on multimodal connectivity, eco-education, and sustainable design practices.

Envision Seminole 2045 and Land Development Code Update, Seminole County, FL

Project Manager/ Senior Planner; Project coordination with staff and updates to various sections including new standards for mixed use development and attainable housing.

Orange Code, Orange County, FL — Urban Designer rewriting Orange County's current Land Development Code with a new and simplified Form-Based Smartcode. Planning analysis, public visioning and design workshops; General and Physical Assessment of current Land Use Code.

Orange Code and Vision 2050, Orange County, FL — Project Planner. Leading a consultant team in a comprehensive update of Orange County's Zoning and Land Development Code which includes a major streamlining effort and the introduction of sustainable and form-based elements which have the potential to significantly change the future of Orange County. Our team has also been engaged to assist County staff with planning and public engagement on a concurrent overhaul of the County comprehensive plan including a Place Types approach to future land use and enabling the form-based code.

Seminole County Land Development Code Update, Seminole County, FL — Project Manager/ Senior Planner. Project coordination with staff and updates to various sections including new standards for mixed use development and attainable housing.

Four Corners NW Quadrant, Orange County, FL — Studio Project Manager. Providing consulting and design services for Tavistock Development Company to development program and metrics, stakeholder engagement, and public outreach for a development site within Orange County.

Orange Code, Orange County, FL — Urban Designer. Rewriting Orange County's current Land Development Code with a new and simplified Form-Based Smartcode. Planning analysis, public visioning and design workshops; General and Physical Assessment of current Land Use Code.

Vision Plan, Titusville, FL — Urban Designer. Collaboratively worked with City staff and community stakeholders to develop a Vision for the City's future. The visioning process included several stakeholder workshops, mapping exercises and design renderings.

**Eliza Harris Juliano, CNU-A****LAND DEVELOPMENT CODE****RELEVANT EXPERIENCE**

North Quarter Transportation Vision, Orlando, FL — Principal-in-Charge. Award-winning design effort to transform a growing portion of downtown Orlando by restoring two-way traffic with enhancements for urban design, bicycling, and pedestrian movement. Included a public design charrette to develop a vision that meets the concerns and desires of local residents and businesses.

Mercy Drive Neighborhood Vision Plan, Orlando FL — Project Manager. Working together with the City of Orlando and local Sub-consultants, meeting with community stakeholders and conducting public workshops to identify current issues and collaboratively develop solutions.

Land Development Code Update, Oviedo, FL — Principal Planner. updates to land development code with a focus on infill and redevelopment including standards for mixed use development, complete streets, and urban landscapes.

Envision Seminole 2045 and Land Development Code Update, Seminole County, FL Principal Planner. Public engagement on long-range vision and updates to various sections including new standards for mixed use development and attainable housing.

Orange Code and Vision 2050, Orange County, FL — Principal Planner. Rewriting Orange County's current Land Development Code as a new and simplified Form-Based Code. Assist County staff with planning and public engagement on a major update to the County comprehensive plan including a Place Types approach to future land use and enabling the form-based code.

Lynx SR50 Phase 1 Station Area Analysis, Orange County, FL — Principal Planner. Sub-consultant with tasks including analysis of transit-readiness for bus rapid transit station areas, transit-oriented development concept plans, and three-dimensional urban design illustrations.

North Winter Park Drive Small Area Study, Casselberry, FL — Project Manager. Planning, public engagement effort, and action plan for revitalization with strategic recommendations including enabling diverse housing typologies, zoning standards, catalyst development, public realm and landscape improvements, branding, and bicycle and pedestrian improvements.

Bike Plan, Orlando, FL — Principal Planner. Sub-consultant with tasks including development of vision, goals, and objectives, policy and program recommendations, and best practices for end-of-trip facilities.

Master Transportation Plan, Belle Isle, FL — Principal Planner. Sub-consultant with tasks including policy analysis, bicycle network planning, local context analysis, and public engagement.

Titusville Tomorrow, Titusville, FL — Principal Planner. Development of a Community Vision and Comprehensive Plan update for a city of 45,000 people including downtown revitalization strategies, waterfront planning, corridor branding, and multimodal policy.

Envision Destin, Destin, FL — Project Manager. Master planning, public vision and design workshops. led public engagement for four key districts of the City. Design solutions included an innovative multimodal solution for main highway connecting all the study areas.

OFFICE LOCATION

- » 500 Delaney Avenue
Suite 404
Orlando, FL 32801

PROFESSIONAL CREDENTIALS

- » Master of Planning, Urban Planning, Harvard University
- » Bachelor of Arts, Biochemistry, Harvard University
- » Congress for the New Urbanism, National Board Chair 2018 Orlando Coordinator
- » Bike/Walk Central Florida Board, Green Works Task Force
- » Sustainability Steering Committee, Member
- » Project DTO Task Force

SPECIAL QUALIFICATIONS

- » Transportation engineer with 19 years of experience
- » Specific expertise in corridor and arterial investment studies, signal system retiming, signal design, transit facility analysis, growth management planning, evaluation of non-typical intersection configurations, and roundabout analyses

**Wendy Krehbiel, P.E., RSP_{2I}****SAFETY****RELEVANT EXPERIENCE****Districtwide Continuing Services Contract for Traffic Engineering, FDOT District Five**

— Project Manager for the current Districtwide contract as a subconsultant to another firm. The scope of work includes traffic operations studies tasks—such as traffic signal warrants, intersection analyses, roadway studies, collision analysis, qualitative assessment, highway lighting justification, left-turn phase warrant, intersection control evaluation, and development of recommendations – as well as minor roadway design tasks such as intersection improvements and traffic signal upgrades. Seven task work orders have been completed to date: three intersection analyses on SR 5A (Nova Road) at Madeline Avenue, SR A1A at SR 518, and US 1 at Skyline Drive to address ongoing citizen concerns related to the safety and delay of left-turning movements and pedestrians as well as four traffic signal warrant analyses on I-4 at Saxon Boulevard, US 1 at Fox Place, SR 40 at NW 68th Avenue, and US 1 at Pine Tree Drive

Saxon Boulevard Safety Analytics Review, Volusia County, FL — Project Engineer for a safety review utilizing Street Simplified video analytics on the Saxon Boulevard corridor surrounding I-4 in Deltona. The project involves data collection at eight intersections, of varying existing traffic control and geometric layouts, for analysis of near-miss crash data, speeding, red-light running, and pedestrian compliance. These locations have been retrofitted with crash mitigation in the past and are still experiencing safety concerns. The deliverables include detailed insight reports at each location with summaries and video clips of the highest frequency conflict types. The study provided enhanced engineering countermeasures beyond those identified in previous traditional historic crash reviews based on vehicle behavior, pedestrian compliance, and signal timing/phasing optimization.

Districtwide Traffic Operations Studies, FDOT District Two — Project Engineer and Assistant Manager for this Districtwide contract which has included 182 task work orders to date. Types of studies completed under this contract include intersection operational analyses, access management analyses, signal warrant studies, turn-lane warrant studies, roundabout analyses, collision diagrams, traffic signal phase analyses, pedestrian crossing evaluations, school zone upgrades, conceptual designs, and cost estimates. Tasks include the examination of crash data, warrant analyses, delay studies, and a qualitative assessment of field conditions, safety, and traffic operations.

Districtwide Traffic Safety Studies, FDOT District Two — Project Engineer and Assistant Manager for the previous three Districtwide contracts for which we have provided numerous traffic safety studies over 20 years. The projects include completing studies and developing solutions to crash problems within the District on state roads. Types of assignments include intersection studies, corridor studies, pedestrian/bicyclist counts and safety analyses, concept design and LREs, benefit-cost and net present value, fatal crash reviews, safety assessments, crash analyses, road safety audits, safe routes to schools, and vulnerable road user lighting justifications.

OFFICE LOCATION

- » 12740 Gran Bay Parkway
West
Suite #2350
Jacksonville, FL 32258

PROFESSIONAL CREDENTIALS

- » Bachelor of Science, Civil Engineering, University of Florida
- » Professional Engineer in Florida, #74007
- » Road Safety Professional 1, #102
- » Road Safety Professional 2 Infrastructure, #5
- » FDOT Advanced Work Zone Traffic, #88020

SPECIAL QUALIFICATIONS

- » 17 years of experience providing safety and traffic operations analysis, including crash analysis, qualitative assessments, safety and operational studies, alternative intersection control, countermeasure selection, preparation of benefit-cost analysis reports, traffic signal design, lighting design, temporary traffic control, utility coordination, and specifications



Santiago Franceschini |
Accurate Traffic Counts, Inc. | Traffic Counts

Santiago is the president of ATC and is responsible for ensuring the staffing and equipment capabilities needed to provide excellent service for this contract. In addition, he will coordinate the traffic data collection services by making staff assignments, scheduling, and providing quality reviews. Santiago has more than 36 years of extensive experience in all aspects of traffic data collection, coordinating, and completing multiple statewide large and small projects efficiently and effectively.

RELEVANT EXPERIENCE

S. Poinciana Boulevard

John Young Parkway at Osceola Park Drive

Downtown Kissimmee Corridor Planning and Concept Development Study

Nova Road at Westerly Estates Avenue

FDOT0024 – TWO 4- 4 Districtwide Traffic Operational Studies

OFFICE LOCATION

» 1750 W Broadway Street
Suite 114
Oviedo, FL 32765

PROFESSIONAL CREDENTIALS

» Associate Degree in Civil
Engineering, Technological
Institute of Puerto Rico



Laura Wittenbauer | Grant Support

Laura has nearly two decades of grant writing and administration experience, serving both private- and public-sector clients. Prior to joining Kimley-Horn, she worked as a senior process analyst for the City of Sarasota where she identified relevant grant opportunities and completed grant applications. She ensured that grant accounting and financial reporting was consistent with governmental accounting standards and kept within the terms and conditions of the grant. Her experience with Sarasota was preceded by her tenure in the private sector, where she served as a grant consultant. In this role she supported municipal clients, providing grant-related services from application through award. Laura understands and can apply the principles, practices, and procedures of government budgeting, cost analysis, financing, and funds administration. She can evaluate, audit, deduce, and assess data using established criteria through the lens of a public agency.

RELEVANT EXPERIENCE

Ocoee-Apopka Road Safety Widening Project (OASWP), FL

High Ridge TOD RAISE Grant, Boynton Beach, FL

Mast Arm Upgrade, FEMA/Department of Emergency Management – Hazard Mitigation Grant, Sarasota, FL

Mast Arm Upgrade, FEMA/Department of Emergency Management – Hazard Mitigation Grant, Sarasota, FL

Heart of Boynton Utility Retrofit FEMA BRIC Grant Project, Boynton Beach, FL

Miscellaneous Grant Services 2022, Boynton Beach, FL

Transportation Public Works Stockyards/Panther Island Connectivity, Fort Worth, TX

OFFICE LOCATION

» 1777 Main Street
Unit 200
Sarasota, FL 34236

PROFESSIONAL CREDENTIALS

» Master, Business
Administration, University of
Phoenix/Nellis AFB
» Bachelor of Science, Social
Work, Florida State University

**Jim Wood, AICP | Bike/Pedestrian Planning**

Jim has more than 27 years of multimodal planning experience. His areas of expertise include long-range planning, program administration, project implementation, policy analysis and development, collaboration, and community engagement. Through previous roles such as FDOT Chief Planner and FDEP's Chief of the Office of Greenways and Trails, Jim also led major planning efforts such as the Florida Coast to Coast Trail, East Central Florida Task Force, I-75 Relief Task Force, Florida Transportation Plan, and Florida Greenways and Trails System Plan.

RELEVANT EXPERIENCE

River to Sea TPO 2045 Long Range Transportation Plan (LRTP), Daytona Beach, FL

Concept, Feasibility & Mobility Study for the Osceola-Brevard County Connectors, Orlando, FL

Paradise Coast Trail Vision and Feasibility Study, Naples, FL

MetroPlan TSM&O Master Plan, Orlando, FL

Strategic Intermodal System (SIS) Strategic Plan (Phase 1), FDOT District Five

OFFICE LOCATION

» 189 South Orange Avenue
Suite 1000
Orlando, FL 32801

PROFESSIONAL CREDENTIALS

- » Master of Science, Geography, Florida State University
- » Bachelor of Science, Telecommunication, University of Florida
- » American Institute of Certified Planners, #32054
- » American Trails, Advisory Board Member
- » American Planning Association (APA), Member

**John Griffin, PLA | Landscape/Parks**

John brings more than 24 years of experience providing landscape architecture, urban design and master planning services to public agencies and private-sector clientele. His hands-on approach to establishing the vision of a project at its earliest stages has helped deliver multiple award-winning developments that have reshaped the Greater Orlando landscape. He is well-versed in leading multi-disciplinary teams through design, detailed construction documentation and construction-phase services. His areas of expertise include streetscapes, gardens and parks, themed attractions, resorts and master-planned communities.

RELEVANT EXPERIENCE

Palm Bay City Hall, Palm Bay, FL

Evermore Resort Vacation Homes, Orlando, FL

Island Village at Celebration, Kissimmee, FL

Meridian Parks, Orlando, FL

Lake Hiawatha Preserve, Clermont, FL

Bok Tower Gardens, Lake Wales, FL

Orlando International Airport, Terminal C, Orlando, FL

Baldwin Park, Orlando, FL

Amway Center Streetscape, Orlando, FL

OFFICE LOCATION

» 189 South Orange Avenue
Suite 1000
Orlando, FL 32801

PROFESSIONAL CREDENTIALS

- » Master of Landscape Architecture, University of Florida
- » Bachelor of Science in Landscape Design & Management, Florida A&M University
- » Registered Landscape Architect in Florida #LA6666700

**Scott Mingonet, PLA | Landscape/Parks**

Scott has 32 years of experience in landscape architecture, urban design, and land planning. He has been involved in every aspect of multidiscipline urban revitalization projects and master planning, from initial visioning to final implementation, and assists municipalities in developing urban streetscape programs that serve as catalysts for revitalization. He was responsible for landscape architecture and planning activities for firmwide operations in South Florida from 1995 to 2002. His overall experience ranges from the development of active and passive recreation opportunities to master planning for major residential/golf communities.

RELEVANT EXPERIENCE

Districtwide On-Call Landscape Design Services, FDOT District Five, FL

Ocala Gateway, Ocala, FL

Ocoee Chart School, Ocoee, FL

Multimodal Improvements, Longwood, FL

Groveland CRA Overlay District, Groveland, FL

Plant Street Mixed-Use, Ocoee, FL

Rockledge Civic Hub and Passive Park, Rockledge, FL

Firm and Individual Licenses**State of Florida
Department of State**

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

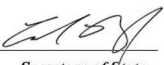
The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 22, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-second day of
February, 2023*




Secretary of State

Tracking Number: 9937240518CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

March 9, 2023

KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601-1777

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB696

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

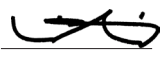


Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No: **LB696**
Expiration Date: February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601-1777


WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

 **dbpr** Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

10:33:17 AM 12/14/2021

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

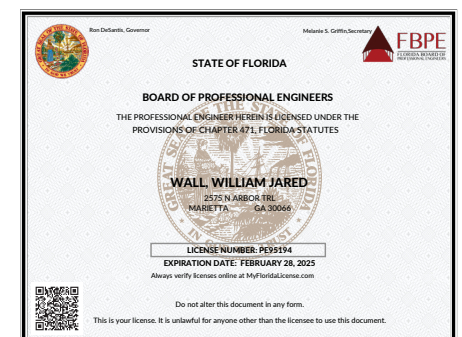
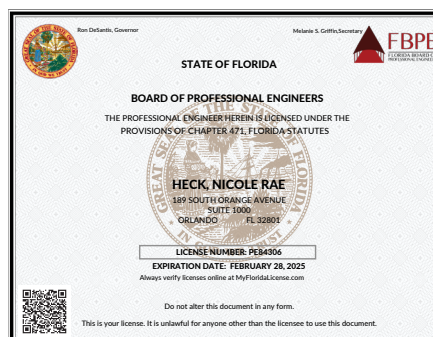
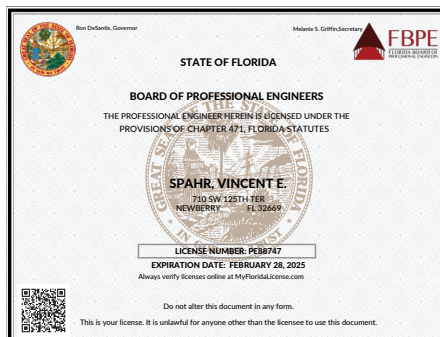
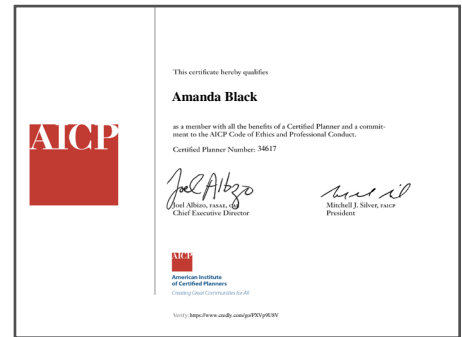
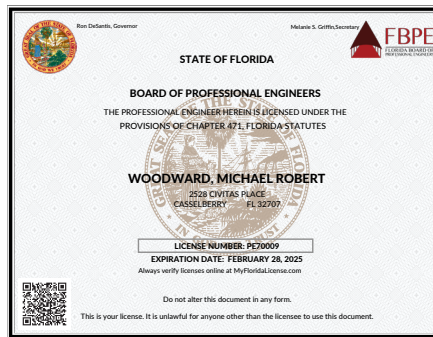
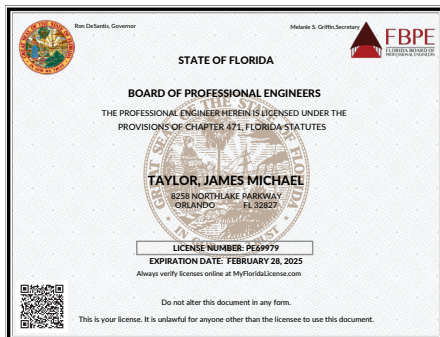
Licensee Information

Name:	KIMLEY-HORN AND ASSOCIATES, INC. (Primary Name)
Main Address:	KIMLEY-HORN AND ASSOCIATES, INC. (DBA Name) 421 FAYETTEVILLE STREET SUITE 600 RALEIGH North Carolina 27601
County:	OUT OF STATE

License Information

License Type:	Registry
Rank:	Registry
License Number:	35106
Status:	Current
Licensure Date:	05/10/2021
Expires:	

On October 1, 2019, HB827/SB616 went into effect, creating the rules for Administrative Code 61G15, which removes the requirement that engineers obtain a separate engineering business license (certificate of authorization) for their engineering firm.





The Congress for the New Urbanism
recognizes

Eliza Harris Juliano
CNU-Accredited member

on the nomination of the faculty of
University of Miami School of Architecture

as of
20 May 2019

Rudolph El-Khany PhD
Dean & Professor of Architecture, University
of Miami School of Architecture

Lynn Richards
President & CEO, Congress for the New
Urbanism



August 11, 2015

M. Scott Mingtonet, AICP
Kinley-Horn and Associates, Inc.
3660 Maguire Boulevard
Suite 200
Orlando, FL 32803

RE: AICP Certification Verification

Please accept this letter as confirmation that M. Scott Mingtonet, AICP is a current member, in good standing, of the American Institute of Certified Planners (AICP), the professional institute of the American Planning Association (APA). The official details of the member's certification are:

AICP Membership Start Date: 7/1/1999
AICP Certification Number: 015169

AICP is the APA's professional institute, providing recognized leadership nationwide in the certification of professional planners, ethics, professional development, planning education, and the standards of planning practice.

AICP certified planners carry a high mark of distinction because they are required to meet rigorous standards, maintain their expertise through continuing education, and serve community interests.

For more information about the requirements to become an AICP member, please see our website: www.planning.org/aicp

Please let us know if we can offer any additional assistance.

Sincerely,

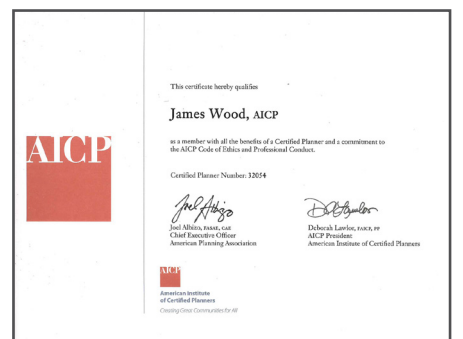
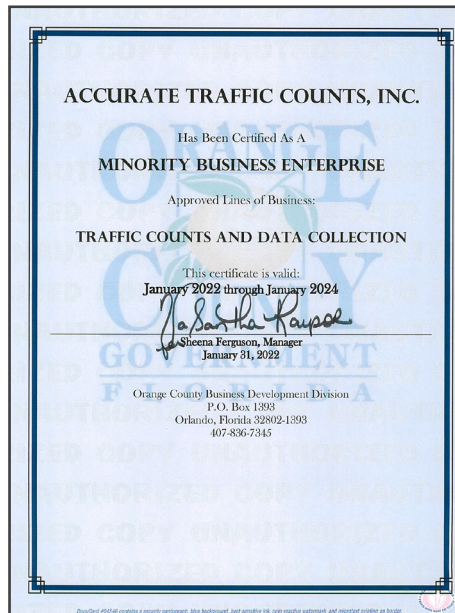
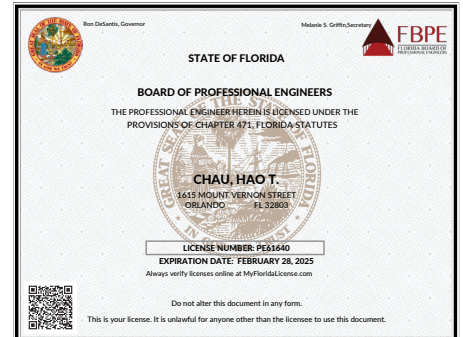
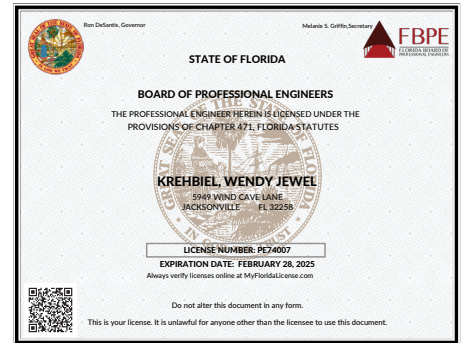
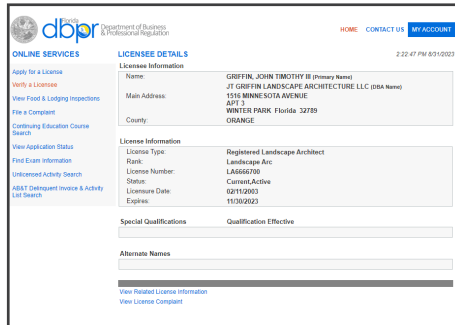
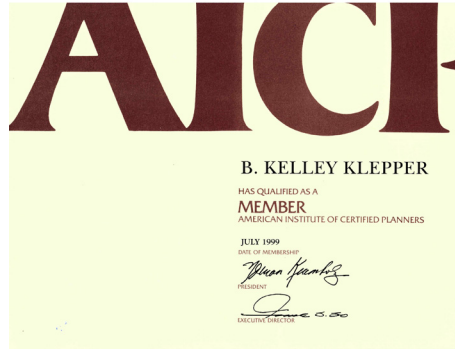
APA Customer Service

American Institute of Certified Planners
The American Planning Association's Professional Institute
205 N. Michigan Ave., Suite 1200
Chicago, IL 60601
AICPusa.org

Chicago office
205 N. Michigan Avenue
Suite 1200
Chicago, IL 60601-4027
(312) 467-1100
(312) 467-1101

Washington, D.C. office
1601 16th Street, NW
Suite 725
Washington, DC 20036-1351
(202) 223-2871

Los Angeles office
Producers Group Building #1200
The American Institute of Certified Planners
James M. Dwyer, Jr.
Executive Director





TAB 2

**Experience and
References**

Tab 2. Experience and References

SIMILAR PROJECT EXPERIENCE

The Kimley-Horn staff has a wide range of experience with all aspects of transportation planning for many public and private clients. The following demonstrates similar projects that are ongoing or have been completed within the past three years:

Transportation Planning Consulting Services

City of Ocoee

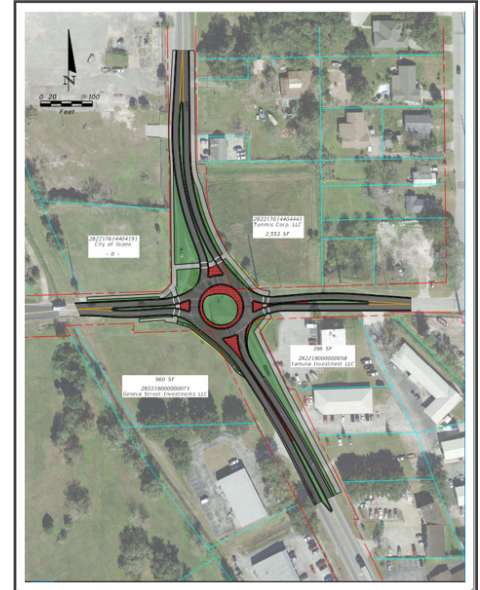
Kimley-Horn is currently providing numerous Transportation Planning Consulting Services for the City of Ocoee. Completed services include updating the city's transportation impact analysis (TIA) methodology and concurrency management system (CMS) data to streamline traffic study reviews. Kimley-Horn has reviewed numerous traffic studies submitted to the city for application review, represented the city at the development review committee and at public hearings, and performed additional analyses to evaluate roadway segment and intersection capacity within the city. Other services include the management of traffic count collection and the development of geographic information system (GIS) tools for quick reference to area traffic counts, current level-of-service (LOS), and other multimodal network attributes. Kimley-Horn has also assisted with an update to the city's Transportation Element and prepared the city's Annual Traffic Report.

Other projects performed under this contract are as follows:

Clarke Road Corridor Study. Kimley-Horn has performed a corridor study of Clarke Road from SR 50 to Clarcona Ocoee Road to develop updated signal timings and intersection approach geometries to address corridor delays and multimodal safety concerns. The study recommended updated signal timings and coordination at seven (7) intersections which, after implementation, resulted in a significant reduction in corridor travel time during peak commuter hours.

S. Bluford Avenue and Geneva Street Roundabout Control. With a strong focus on quality, timeliness, and cost efficiency, Kimley-Horn provided administrative support, conducted a thorough traffic operational analysis, and developed a comprehensive roundabout concept in line with the Bluford Avenue Corridor Study plans and design year traffic volumes. Our team diligently assessed various alignment alternatives and implemented NCHRP guidelines to ensure optimal roundabout performance.

Comprehensive Plan Update Support Services. Kimley-Horn is currently providing comprehensive support services for updating the City of Ocoee's Transportation Element in its Comprehensive Plan. Our scope includes reviewing the current Transportation Element, preparing a Data, Inventory, and Analysis (DIA), and updating the Goals, Objectives, and Policies (GOPs). We will ensure consistency with State requirements and work closely with city staff, providing regular progress updates.



Original Contract Cost: Varies by work order

Final Cost: \$250,000 to date; Varies by work order

Reason for Overages (if applicable): N/A



ON BUDGET



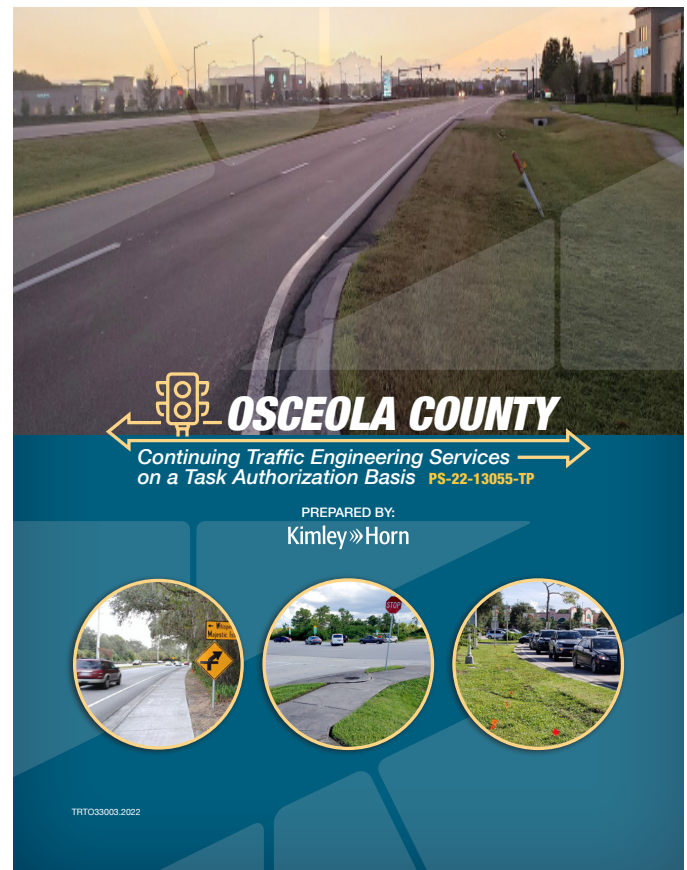
ON SCHEDULE

Continuing Planning and Transportation Services**Osceola County**

Kimley-Horn is providing professional services to Osceola County under several continuing services contracts for transportation services. Completed tasks include an evaluation of the County's long-range transportation system needs with a focus on multimodal solutions leading to a significant rewrite of the County's Comprehensive Plan. Kimley-Horn has also assisted in the master planning of several large districts within the County and conducted the Southport Connector Feasibility Study. Currently, we are also providing engineering review of private sector transportation studies and development of regional impact (DRI) modifications. Reviews include an evaluation of comprehensive plan amendments, compliance with access management standards, driveway and auxiliary lane design, level of service performance, proportionate share mitigation, and mobility solutions.

Pleasant Hill/Clay Street Areawide Study. Kimley-Horn conducted an areawide planning study involving multiple municipalities to evaluate future transportation impacts of a 230-acre community service area (park, schools, police department, utility service provider, City and County offices). Kimley-Horn staff met with various stakeholders to collect data to develop short-term and long-term land use, access, and roadway network scenarios. Future operational assessments were then performed to determine ideal driveway locations and design, and off-site improvements. Several follow-up presentations and plan iterations resulted in a favorable outcome for stakeholders. Challenges included signal timing coordination and pre-emption in close proximity to railroad tracks, multiple school vehicle loops and accesses, and consensus building between several parties.

Osceola Parkway Arterial Analysis. Kimley-Horn conducted an extensive analysis to identify short-term, medium-term, and long-term projects to improve operating characteristics on Osceola Parkway, from Flora Boulevard to Florida's Turnpike. Analyses were performed to evaluate safety, access management, signal timings and phasing, turn lane lengths, a preliminary signal warrant analysis, and TSMO alternatives. An engineer's opinion of probable construction costs was prepared.

**Original Contract Cost: Varies by work order****Final Cost: \$1,095,690 to date; Varies by work order****Reason for Overages (if applicable): N/A** **ON BUDGET** **ON SCHEDULE**

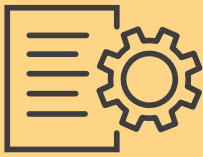
Land Development Code Update

City of Oviedo

Kimley-Horn is working with Canin Associates, Inc. on updating the City of Oviedo's land development code. Built on the 2045 Comprehensive Plan and Downtown Masterplan, this update will be streamlined to simplify its use and properly reflect the new vision and policy direction of the City. This update has a focus on infill and redevelopment including standards for mixed use development, complete streets, and urban landscapes. A thorough analysis of the City's existing conditions, its 2045 Comprehensive Plan, and the existing Land Development Code was conducted to clearly define the City's priorities and identify next steps. Other tasks include a City-wide assessment that evaluates changes in local conditions, a review of existing plans and goals and stakeholder meetings.



City of Oviedo



Original Contract Cost: \$229,740

Final Cost: Ongoing

Reason for Overages (if applicable): N/A



ON BUDGET

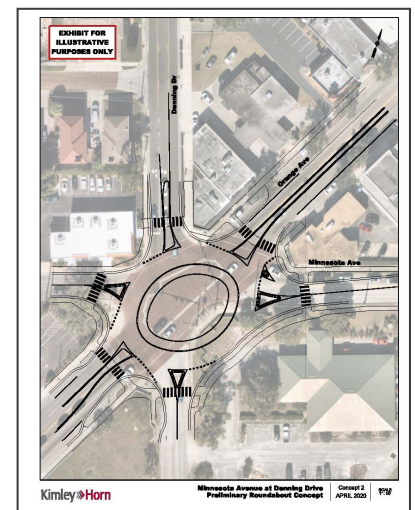


ON SCHEDULE

Continuing Transportation Planning (aka Orange Avenue Master Plan, aka Orange Avenue Corridor Study)

City of Winter Park

Kimley-Horn has provided a variety of transportation planning and transportation engineering services to the City of Winter Park, including updates to the City's Transportation Element, development of a Mobility Plan, and a corridor study for Orange Avenue. The Orange Avenue Corridor Study included public involvement, an assessment of existing conditions, development of best practices, evaluation and recommendations of specific concepts in support of the Orange Avenue Overlay District. Improvement recommendations include a lane reduction, pedestrian improvements, turn lane modifications, and roundabouts at two key locations. An operational assessment has been completed for 16 intersections in Winter Park, along and adjacent to Orlando Avenue (US 17/92). The project identified several operational improvements to maximize the efficiency of the existing transportation system in concert with pedestrian improvements to be implemented by FDOT.



Original Contract Cost: \$510,000

Final Cost: \$586,647 to date; varies by task work order

Reason for Overages (if applicable): N/A



ON BUDGET

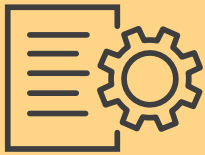


ON SCHEDULE

Comprehensive Plan Update

City of Tavares

Kimley-Horn recently completed the review and update the City's Comprehensive Plan. Kimley-Horn has undertaken a comprehensive public outreach and community review, including a series of community workshops, land use and population analysis, a review of the current goals, objectives, and policies as they relate to growth management changes, consistency across the various elements, and clarification of terms/strategies.



Original Contract Cost: \$140,000

Final Cost: \$147,700

Reason for Overages (if applicable): N/A



ON BUDGET



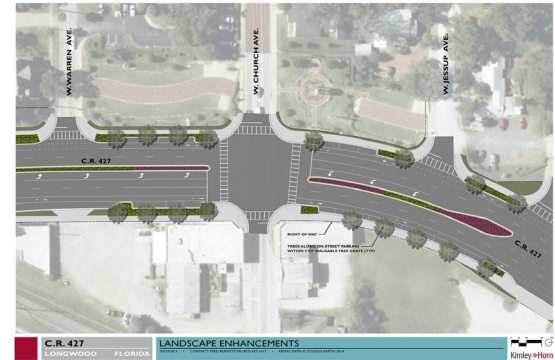
ON SCHEDULE



Miscellaneous Multimodal Improvements

City of Longwood

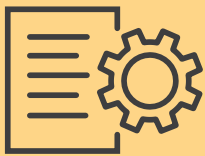
Kimley-Horn was selected to perform professional engineering services (transportation) to include design, planning, permitting, and review in accordance with the City of Longwood's 5-Year Transportation Capital Improvement Plan. This project included multimodal improvements, a bicycle and pedestrian master plan, public involvement (meetings, workshops, newsletters), sidewalk, reconstruction of curb ramps and installing crosswalks to meet ADA standards, safe routes to schools, connections to the regional Sun Rail station, on-street parking plans, bicycle lanes and all related signing, signaling, path, milling, and widening associated with each project. The following is a list of recent projects performed for the City of Longwood:



Cross Seminole Trail Connector. Kimley-Horn provided design, permitting, and post-design services for multimodal improvements for the City of Longwood at Cross Seminole Trail (part of the SUN Trail Coast-to-Coast Network), Florida Central Parkway, and Church Avenue. The purpose of this project was to provide a continuous network of pedestrian sidewalks and bicycle facilities that provide connectivity between local residential areas, commercial areas, and the SunRail Station. The improvements consisted of constructing a shared used path, implementing shared lane markings, adding a sidewalk, reconstructing curb ramps, and installing crosswalks to meet ADA standards. This project was being constructed with Local Agency Program (LAP) funding and Kimley-Horn obtained approvals from FDOT for construction.

CR 427 (Ronald Reagan Blvd.) Design & Reconstruction. Kimley-Horn provided design, permitting, and post-design services for this 0.5-mile-long Complete Streets project from SR 434 to Palmetto Avenue. The scope of the project included milling, resurfacing, and widening to accommodate buffered bicycle lanes and on-street parking. Kimley-Horn developed conceptual landscape and hardscape plans in coordination with the City of Longwood, Seminole County, and FDOT for the

corridor. This project was being constructed with Local Agency Program (LAP) funding and Kimley-Horn obtained approvals from FDOT for construction.



Original Contract Cost: \$2,400,000

Final Cost: \$2,400,000

Reason for Overages (if applicable): N/A



ON BUDGET



ON SCHEDULE

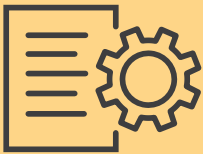
Continuing Professional Services**Town of Windermere**

Kimley-Horn was selected to perform professional engineering services to include design, planning, permitting and review for the Town of Windermere. Specific projects include:

- » Areawide Traffic Study
- » Windermere Elementary School / Park Avenue Turn Lanes
- » Multimodal Master Plan
- » 6th Avenue Sidewalk Feasibility and Design
- » Traffic Pattern Plan
- » Ward Trail Feasibility
- » West Orange Regional Coalition
- » Roundabout Evaluation
- » Temporary Town Facilities
- » Ward Trail Design



Windermere Ward Trail



Original Contract Cost: Varies by work order

Final Cost: Ongoing; \$2,100,000 to date

Reason for Overages (if applicable): N/A



ON BUDGET



ON SCHEDULE

Continuing Services Contract for Professional Planning Consulting**City of Kissimmee**

Kimley-Horn provides engineering services for the City of Kissimmee on an ongoing basis. Services have included water and wastewater studies, planning, transportation/traffic operations, corridor planning, design, permitting, and construction phase services. Task orders include: Bicycle and Pedestrian Master/Implementation Plan, Shingle Creek Pedestrian Bridge 3-D Renderings, On-Call DRI Review, Comprehensive Plan Update- Regional Water Supply Plan, Impact of Complete Streets on Property Values, Neptune Road Railroad Crossing Traffic Operation Evaluation, On-Call Planning Review, and Clay Street Safety Assessment and Trail Feasibility Analysis.



Original Contract Cost: Varies by work order

Final Cost: Ongoing; \$700,000 to date

Reason for Overages (if applicable): N/A



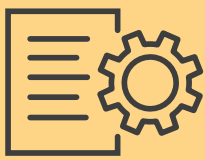
ON BUDGET



ON SCHEDULE

SR 526 (Robinson Street) from Hughey Avenue to Crystal Lake Drive, Orlando, FL**FDOT District Five**

Kimley-Horn is part of the Greenman-Pedersen, Inc (GPI) team that was selected by FDOT District Five for the SR 526 (Robinson Street) from Hughey Avenue to Crystal Lake Drive corridor improvement project in the City of Orlando. The project modifies the typical section of the four-lane undivided roadway through Downtown Orlando to be a three-lane roadway with a two-way left turn lane and a raised left turn lane, depending on the context of the corridor. The project implements speed management techniques, improves pedestrian and bicyclist safety, and mitigates existing safety concerns through the use of raised left turn lanes, tabled intersections, bulb outs, on-street parking, midblock pedestrian crossings with RRFBs, sidewalk and curb ramp improvements, access management, and installation of a shared use path and cycle track.

**Original Contract Cost: \$577,000****Final Cost: Ongoing****Reason for Overages (if applicable): N/A****✓ ON BUDGET****✓ ON SCHEDULE****Orlando Health Parking Study****Orlando Health**

Kimley-Horn is currently working on the Orlando Health Parking Study project, which involves reanalyzing parking demand at six existing facilities and analyzing parking demand at three new facilities to understand local peak parking demands for three types of land use - hospital, medical office building (MOB), and free-standing emergency department (FSED). Our team is performing new data collection at the nine locations and incorporating previous data to document parking demand findings for the specified land use types. The parking demand assessment covers hospitals, MOB complexes, and FSEDs, with detailed data collection methodology and analyses conducted in accordance with industry practices. Kimley-Horn collects 12-hour parking demand data on three typical weekdays at each site and summarizes the results in a draft report for review before finalization. The study provides valuable insights into existing weekday time-of-day parking demand characteristics and average peak parking demand per gross area of land use at each site, supporting Orlando Health in optimizing its parking infrastructure for better accessibility and convenience.

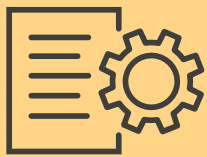
**Original Contract Cost: \$69,500****Final Cost: Ongoing****Reason for Overages (if applicable): N/A****✓ ON BUDGET****✓ ON SCHEDULE**

Nova Road Corridor Coalition

FDOT District Five

Kimley-Horn is currently working on the Nova Road Corridor Coalition project for FDOT District 5. Our main focus is on studying Nova Road (SR 5A) from a community perspective, addressing critical safety and traffic operational issues, with special attention to the segment between south of Granada Blvd (US 40) and north of Wilmette Avenue. We are considering surrounding land use, business access, and traffic demands to develop detailed concept alternatives that prioritize safety, multimodal accessibility, and streetscaping, aligned with the community's needs and preferences. Throughout the process, we will build consensus within the community to support the implementation of effective roadway design and improvements. Our approach also emphasizes avoiding right-of-way acquisitions for near-term improvements and minimizing drainage

impacts, while introducing landscape and hardscape features to enhance the driving experience and create a visually appealing environment for pedestrians and cyclists.



Original Contract Cost: \$130,289

Final Cost: Ongoing

Reason for Overages (if applicable): N/A



ON BUDGET

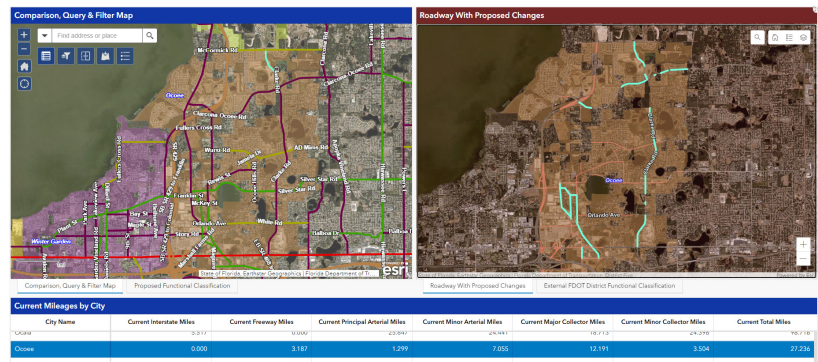


ON SCHEDULE

FDOT District Five Functional Classification

FDOT District Five

This project's purpose is to determine federal functional classification designators for all public roads within District Five, following Federal Highway Administration (FHWA) procedures. As an extension of the Department, Kimley-Horn works closely with the State Transportation Data & Analytics Office and provides technical personnel and equipment for data collection and analysis. Our team is actively initiating the project, assembling and mapping data using GIS techniques, correlating the base network with the RCI Database, defining urban boundaries, updating the arterial and collector systems, and coordinating recommendations with adjacent districts and FHWA. Kimley-Horn is ensuring compliance with the latest FHWA guidelines and working within the comprehensive planning process.



Kimley-Horn helped provide input to develop this GIS dashboard.



Original Contract Cost: \$340,605

Final Cost: \$210,260 to date

Reason for Overages (if applicable): N/A



ON BUDGET



ON SCHEDULE

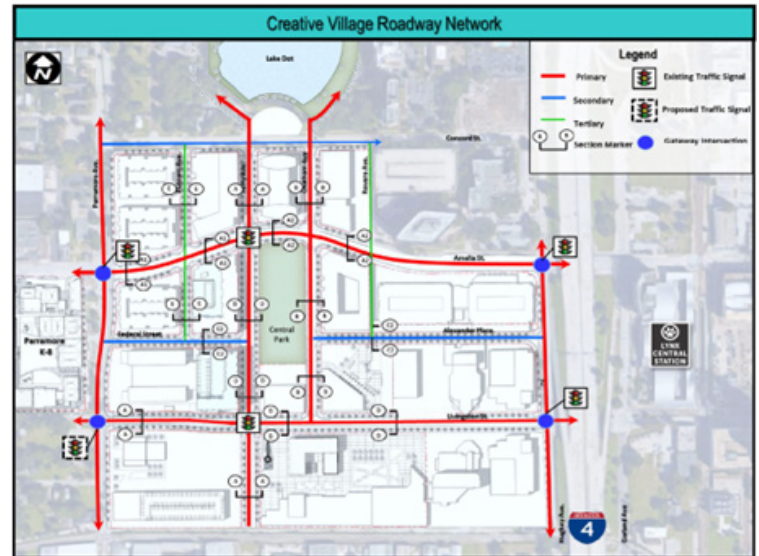
Creative Village Mobility Plan

City of Orlando

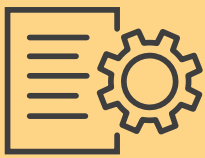
Kimley-Horn developed a mobility plan for a 68-acre urban master-planned development in Downtown Orlando, known as Creative Village. Partnering with the City, the Creative Village Mobility Plan was developed to prioritize pedestrian, bicycle, and transit modes in the area using the latest multimodal design practices. The Plan recognizes and incorporates elements of the Creative Village Streetscape Design Guidelines, the Parramore Comprehensive Neighborhood Plan, Project DTO Vision Plan, and the Creative Village Infrastructure Master Plan. Gateways envisioned for the area include seamless connection to existing bus rapid transit and traditional bus circulator systems, light rail stations, a regional transit hub, bike lanes, sidewalks, and trails. The intent of the Mobility Plan is to create a road map to making Creative Village an exemplary model of urbanism and transit-oriented development, which aims to raise the bar for Orlando's transit network. Future developers of Creative Village will use the Mobility Plan as a guide for smart and efficient development that incorporates emerging technology and multimodal design features. The mobility strategies identified in the plan set aspirational designs and outcomes that encourage good urban design and planning to reduce vehicle miles traveled.

The incorporation of plan strategies establish Creative Village as a true transit-oriented development, and in doing so, set the standard for similar urban infill projects in Downtown Orlando.

Kimley-Horn represented the master developer with the adoption of the Creative Village Mobility Plan by the Creative Village Development Review Committee and the City of Orlando Board of City Commissioners in 2017. Kimley-Horn has since advised several developers in implementing multimodal strategies within the area to be consistent with the Mobility Plan.



The Creative Village Mobility Plan was developed to prioritize pedestrian, bicycle, and transit modes.



Original Contract Cost: \$12,500

Final Cost: \$12,500

Reason for Overages (if applicable): N/A

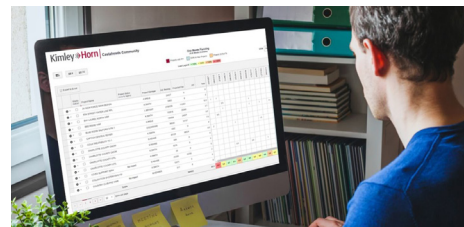
✓ **ON BUDGET**

✓ **ON SCHEDULE**

CURRENT AND PROJECTED WORKLOAD

The team members we have assembled for our core team are all available by phone at any time and most of the team is based in our Orlando offices just 20 minutes away from Ocoee City Hall. Kimley-Horn's local staff is backed by more than 1,300 employees in 20 Florida offices, and more than 7,300 employees nationwide. We are confident that we can meet the technical and manpower needs anticipated for this contract with the right expertise for each role. It is part of the firm's philosophy not to operate individual offices as profit centers. Rather, we make it a practice to share our depth of resources firmwide.

One of the ways Kimley-Horn confirms the proper resources are dedicated to specific projects is through the use of a proactive, proprietary management system known as "Castaheads." This system details every project's personnel needs, staff availability, and confirms that the project team is committed to complete the various assignments as evaluated monthly. Internal production meetings are held weekly to enable staff, task managers, and project managers to stay up to date regarding current and projected workloads. We know the importance of meeting our clients' deadlines and proactively take the necessary steps that enable us to confidently commit to meeting yours. With our depth of staff and ability to activate resources from other offices, we can confirm that each milestone of this project is completed on-time. **Our team is committed to serving the City of Ocoee.** Below are projects currently underway for our proposed project management team, as well as their availability to undertake additional work.



Project Name	Client	% Available	Est. Completion Date
Comprehensive Plan Update	City of Ocoee	50%	10/1/2023
Space Coast Long Range Plan	SCMPO	60%	6/1/2024
Signal Design Services	Osceola and Polk Counties	40%	3/1/2024
Multiple Corridor Studies	Winter Park	25%	12/1/2023

Team Member	Role	% Available	
		Next 6 Months	Beyond 6 Months
James Taylor, P.E.	Project Manager	35%	60%
Mike Woodward, P.E.	QA/QC	40%	50%
Amanda Black, AICP	Transportation Planning/TIA Review	20%	70%
Vincent Spahr, P.E., RSP ₁	Transportation Planning/TIA Review	50%	75%
Nicole Heck, P.E.	Traffic Operations and Design	25%	40%
Jared Wall, P.E., IMSA II	Traffic Operations and Design	30%	60%
Hao Chau, P.E.	Roadway/Multimodal Design	40%	50%
Nick Mora, P.E.	Roadway/Multimodal Design	10%	55%
Kelley Klepper, AICP	Comprehensive Planning and CRA Support; Land Development Code	25%	40%
Angela Coullias	Comprehensive Planning and CRA Support	50%	60%
Eliza Juliano, CNU-A	Land Development Code	40%	70%
Laura Wittenbauer	Grant Support	35%	50%
Wendy Krehbiel, P.E., RSP ₂₁	Safety	25%	40%
Jim Wood, AICP	Bike/Pedestrian Planning	45%	60%
John Griffin, RLA	Landscape/Parks	50%	65%
Scott Mingonet, PLA	Landscape/Parks	15%	35%
Santiago Franceschini (ATC)	Traffic Counts	40%	60%

ABILITY TO DELIVER PROJECT ON TIME AND WITHIN BUDGET

We recognize that schedule and budgetary control are critical to the success of your program. Meeting your schedule for deliverables is not just a goal to us—it is a mandate. A project schedule is a road map guiding us to a goal, completion of a project by a certain date. This is additionally critical when funding is tied to time-based sources such as grant awards. But, experience has shown that no matter how carefully we plan, things can change. How successfully we adapt to those changes is in part a result of how well we manage our resources and understand the demands on them, both internal and external.



Kimley-Horn has a track record of successfully completing projects on or ahead of schedule and within budget.

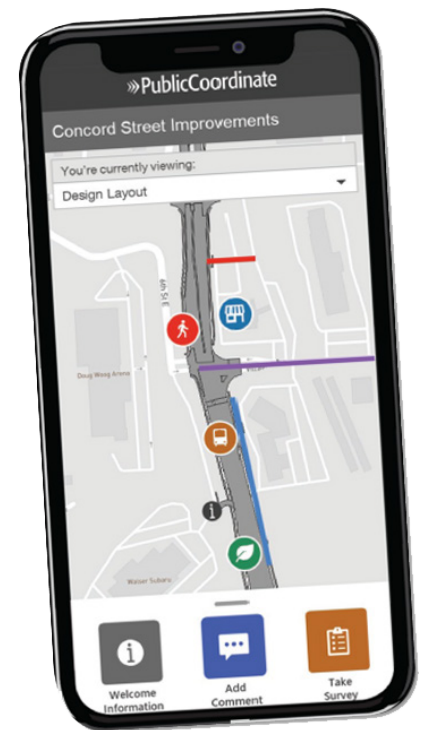
This success is due, in part, to each project schedule and budget being assertively communicated to the project team by the Project Manager. Kimley-Horn takes pride in evaluating any unanticipated obstacles and making informed recommendations to overcome them before they impact the project's schedule and budget. In addition to our proactive communication, Kimley-Horn uses a "work plan" tool for organizing individual project tasks by phase and discipline. The anticipated labor effort is then summarized in a matrix that forms the basis for establishing and tracking the project budget. We track the budget on a percent-complete basis in order to measure performance during each accounting report period. The work plan is also the tool for establishing staffing and identifying the anticipated labor requirements of each task or phase.

To assist our Project Managers in efficient administration of projects, Kimley-Horn maintains a detailed, integrated management information system (MIS). This system, designed primarily to focus on schedule adherence and cost control, has proven to be a valuable tool. The project begins with the preparation of a detailed schedule that includes milestone completion dates for specific tasks tied to a work plan that allocates person-hour commitments by individual for each task. The MIS generates a Project Effort Report twice a month, showing actual effort expended by task. This internal control allows us to make, on a timely basis, any adjustments that may be necessary to maintain your schedule and stay within your budget.

TRACK RECORD OF ADDING VALUE TO PREVIOUS TRANSPORTATION PLANNING PROJECTS AND EFFORTS

Kimley-Horn has a long history of providing successful, innovative, and cost-efficient solutions and takes pride in thinking beyond preconceived notions to develop innovative solutions that exceed the expectations of our clients. We always look for better and more creative ways to do our jobs and provide ideas to enhance or improve our initiatives. We don't necessarily follow the crowd and use every new technique simply because it's the "in thing" to do. Our professional team evaluates emerging technology and applies it where it can benefit our projects. Kimley-Horn brings open-minded innovation, schedule-focused efficient project delivery, and an unrivaled understanding of each client we serve. Kimley-Horn strives to anticipate and meet evolving client needs and leverage new and unexpected innovations to grow our reputation as a trusted advisor to our clients.

»» **PublicCoordinate** Kimley-Horn's own planning professionals created **PublicCoordinate** to make public engagement a simple, affordable, and streamlined step in public or private development projects. PublicCoordinate is an interactive map-based platform where you can share project information with the public to gather feedback. This allows you to customize your own projects, translate content into multiple languages, upload project photos to the map, share multiple alternatives on different layers, and export formatted reports with summary analytics on the comments. PublicCoordinate can be used for a wide variety of projects and is a great tool for soliciting input on a municipal project with multiple alternatives.



Example of PublicCoordinate's user-friendly screen that teams, clients, and stakeholders can use to make comments and view alternatives.

»» Access₂Opportunity Access2Opportunity

is a powerful research engine designed to help agencies understand the influence of transportation investments on community outcomes. This modern approach makes it fast and easy to leverage new data and make informed decisions with confidence. Using Access2Opportunity, the Kimley-Horn team can analyze open-source data and measure how far individuals can travel using various modes of transportation and which community features individuals can access within an identified travel reach.

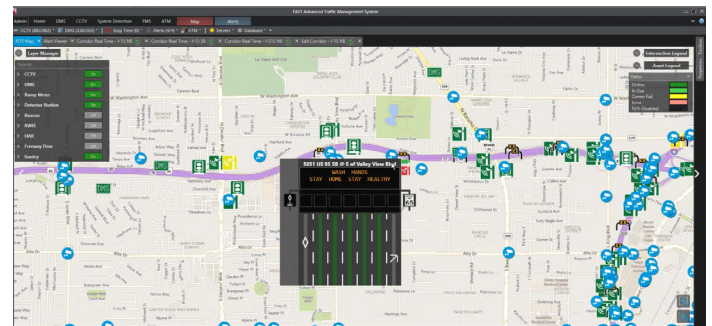
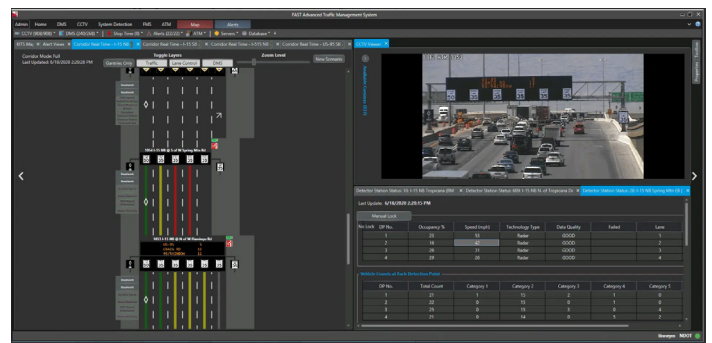
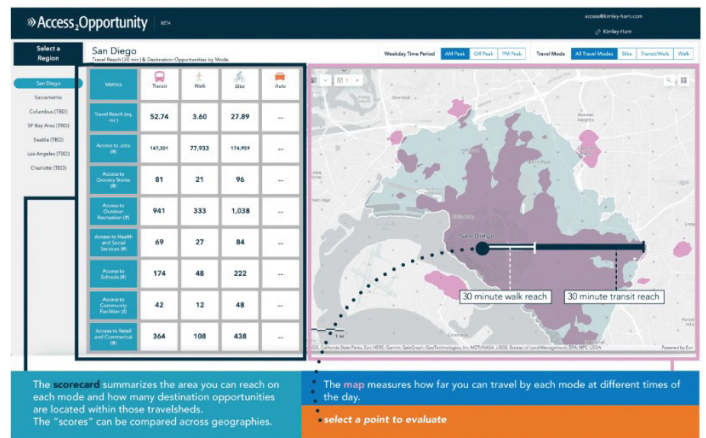
»» **KITS** **KITS™** is a Smart City transportation software platform that seamlessly integrates a wide variety of ITS devices. The system allows real-time control and access to a depth of valuable historical data. KITS™ integrates our proven arterial control functionality with a wide variety of ITS devices and analysis tools. In addition to traditional signal and freeway device support, KITS™ integrates the latest technologies including transit priority integration, congestion management, and multiple protocol support. It features rich analytics, automated reporting, and system-generated alerts.

KITS™ broadens your options when it comes to traffic signal and intelligent transportation systems (ITS) equipment possibilities by supporting national standards as well as a wide variety of vendor device-specific protocols. This support includes many current and legacy devices. Additional modules can be added to KITS™ to support a variety of CCTVs, dynamic message signs (DMS), traffic detectors, KITS™ works with a variety of National Transportation Communications for Intelligent Transportation System Protocol (NTCIP) compatible devices including:

- ✓ Traffic signal controllers
- ✓ Dynamic Message Signs (DMS)
- ✓ Traffic detector stations
- ✓ Road Weather Information Systems / Environmental Sensor Stations (RWIS/ESS)

»» Traction Traction™

is an easy-to-use, browser/mobile-based, cloud-hosted solution that provides transportation performance data to our public clients without the need for additional infrastructure. Traction™ is designed to provide data and analytics to drive informed decision-making and transportation congestion improvements for municipalities and other government agencies. The mobile application can be leveraged to collect travel times for user-defined trips (trajectory data). This data along with crowd-sourced travel times and high-level performance measure indicators can be accessed on the Traction website.



» KollabSpace

We live in a constantly evolving digital landscape and emerging technologies are changing the way we experience the world around us. KollabSpace combines the impact of meaningful, in-person experiences with the convenience and accessibility of an online platform. This collaborative tool invites active participation in agency events and gatherings while meeting consumers and community members where they are. **KollabSpace** allows participants to access the room at their own convenience, and integrated tools and third-party functionality enables participants to provide valuable feedback quickly and with ease.

» KollabSpace
A Kimley-Horn Software Solution

What is KollabSpace?

KollabSpace is a digital workspace that creates engaging and cost-effective experiences.

How many times has attendance and participation at your meetings and events suffered due to participants' time constraints, physical location, language, or mobility limitations?

KollabSpace has been designed specifically for agencies to create meaningful, custom experiences without barriers for engagement.

How KollabSpace Works

- 1 CUSTOMIZE YOUR VIRTUAL MEETING SPACE**
 - Choose from one of 3 rooms for your event or gathering.
 - Customize your room with branding, logos, and relevant information.
 - Make your room more engaging and invite feedback with live chat rooms, whiteboards, polls, and quizzes.
 - Incorporate 3rd party tools to add to the experience, such as Zoom, SurveyMonkey, Adobe PDF, YouTube, Vimeo, and PublicCoordinate (Kimley-Horn's proprietary mapping engagement tool).
- 2 PARTICIPANTS ACCESS YOUR SPACE**
 - Participants access your room and engage with your customized, interactive elements as they move through the virtual space.
 - Participants are given opportunities to provide valuable insight without interrupting their daily routine.

We live in a constantly evolving digital landscape and emerging technologies are changing the way that we experience the world around us. Through our devices, we are more connected than we have ever been. Whether we are at home, at work, or on the go, our devices have the potential to bring us together – even when we are miles apart.

Agencies need a technology solution that joins the impact of meaningful, in-person experiences with the convenience and accessibility of an online platform; a collaborative tool that invites active participation in agency events and gatherings while meeting consumers and community members where they are.

KollabSpace is the right solution for your agency and the future of virtual engagement.

» KollabSpace

WHY KollabSpace

- CUSTOMIZABLE**
 - Customizable with logos and branding
 - Populated with your curated project/event-specific content
 - Can integrate with third-party tools
- INTUITIVE**
 - User-friendly interface
 - Invites engagement and feedback from participants
- ACCESSIBLE**
 - Engage participants that might otherwise face barriers for entry
 - Translate information into multiple languages
 - Compatible with common devices (i.e., desktop, mobile, tablet)
- DATA-DRIVEN RESULTS**
 - Collect feedback and gain insights from your participants
 - Ability to track and monitor results from sessions

WANT TO LEARN MORE?
Scan the QR code for more information about how to help your organization customize your virtual space.

Kimley » Horn

» CurbClarity

The future of curb space is changing before our eyes. Where we once found parking spots, we are now seeing increased restaurant space, curbside delivery space, and meaningful landscapes that tell a story. There are endless possibilities—which is why you need **CurbClarity**. Used in partnership with a Kimley-Horn professional, CurbClarity is a specialized analysis tool that helps maximize curb space to meet demand and achieves community goals. What differentiates CurbClarity is the ability to analyze goals within the context of your existing street or block. Where it makes sense for residential parking along a neighborhood street, it may not for a busy commercial street trying to maximize customer access. This tool allows the team to prioritize space goals including passenger and valet loading, rideshare and taxi space, transit loading, freight loading zones, food delivery, walkways, recreational space, green areas, retail and restaurants, parking for vehicle and bikes, bus layover service, and individual transport space. With CurbClarity, you can:

- ✓ Enhance transparency and communication
- ✓ Increase economic and mobility performance
- ✓ Expand access and mobility options
- ✓ Reduce congestion and travel delay
- ✓ Create more engaging public spaces
- ✓ Improve street safety

CLIENT REFERENCES

Our clients know that, with Kimley-Horn, they experience better service. How do we know this? They consistently tell us that we deliver remarkable results and we're really good people to work with—and we live for that. We invite you to contact the references below regarding our work history and quality of service.

Reference #1

Organization Name: City of Leesburg

Contact Person: Christine Rock, AICP, CFM, Senior Planner, Planning and Zoning

☎ **Telephone Number(s):** 352.728.9786 x1727

✉ **E-mail Address:** christine.rock@leesburgflorida.com

Reference #2

Organization Name: Osceola County

Contact Person: Joshua DeVries, AICP, Director of Transportation Planning

☎ **Telephone Number(s):** 407.742.7813

✉ **E-mail Address:** joshua.devries@osceola.org

Reference #3

Organization Name: City of Winter Park

Contact Person: Hongmyung Lim, E.I.T., Engineer II

☎ **Telephone Number(s):** 407.599.3521

✉ **E-mail Address:** hlim@cityofwinterpark.org





TAB 3

Hourly Rates & Required Forms

3. Hourly Rates & Required Forms

Hourly Rates

We recognize that cost control is critical to the success of your projects. To assist our project managers in efficient administration of projects, Kimley-Horn maintains a detailed, integrated management information system (MIS). This system, designed primarily to focus on schedule adherence and cost control, has proven to be a valuable tool. Schedule control begins with the preparation of a detailed schedule that includes milestone completion dates for specific tasks and the overall project. We will develop for this project, as we do for every project we undertake, a work plan that allocates person-hour commitments by individual for each task. The work plan establishes the major tasks, identifies staff members who will complete the tasks, determines how much time the tasks will take, designates the quality control review staff, and details the schedule for accomplishment. The MIS generates a project effort report twice a month, showing actual effort expended by task. This internal control allows us to make, on a timely basis, any adjustments that may be necessary to maintain your schedule and stay within your budget. **Through these cost-saving mechanisms and our history of delivering cost-effective projects for the City of Ocoee, we can ensure your projects are completed within budget.**

Classification	Hourly Average	Billing Rate
Principal-in-Charge	\$106.06	\$360.60
Resource Principal	\$96.51	\$328.13
Senior Professional	\$89.91	\$305.70
Professional	\$55.82	\$189.80
Senior Technical	\$46.62	\$158.51
Analyst	\$38.38	\$130.15
Secretary/Clerical	\$33.97	\$115.50

Required Forms

Required forms and documentation can be found on the following pages.

- » Exhibit A – Conflict of Interest Disclosure Form
- » Exhibit B – Drug-Free Workplace Form
- » Exhibit C – Company Information and Signature Sheet
- » Exhibit D – Contractor E-Verify Affidavit
- » I. Summary of Litigation
- » J. Acknowledgment of Addenda



EXHIBIT "A"
RFQ CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

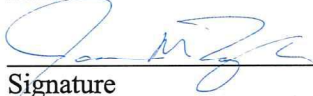
☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

Kimley-Horn and Associates, Inc.

Firm Name



Signature

James Taylor, P.E., Associate, Project Manager

Name and Title (Print or Type)

September 1, 2023

Date

EXHIBIT "B"
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Respondent, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent: Kimley-Horn and Associates, Inc.

Signed: _____

By: James Taylor, P.E.

(Print or Type Name)

Title: Associate/Project Manager

Date: September 1, 2023

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFQ #23-008

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS, AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE.

Kimley-Horn and Associates, Inc.
COMPANY NAME

407.409.7006
TELEPHONE (INCLUDE AREA CODE)

N/A

FAX (INCLUDE AREA CODE)

james.taylor@kimley-horn.com
E-MAIL ADDRESS


AUTHORIZED SIGNATURE (manual)

James Taylor, P.E., Associate/Project Manager
NAME/TITLE (PLEASE PRINT)

189 South Orange Avenue, Suite 1000
STREET ADDRESS

Orlando FL 32801
CITY STATE ZIP

FEDERAL ID # 56-0885615

Individual ☒ Corporation ☐ Partnership ☐ Other (Specify)

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this 1 day of SEPTEMBER, 2023.

Personally Known ☒ or
Produced Identification

(Type of Identification)

Notary Public - State of FLORIDA
County of ORANGE


Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public



EXHIBIT "D"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Kimley-Horn and Associates, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Kimley-Horn and Associates, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: James Taylor, P.E., Associate/Project Manager

Date: September 1, 2023

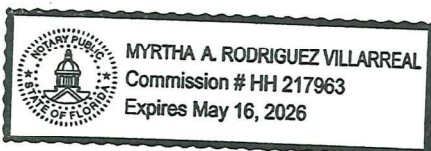
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9/1/2023 (date) by JAMES TAYLOR, P.E. (name of officer or agent, title of officer or agent) of KIMLEY-HORN AND ASSOCIATES, INC. (name of contractor company acknowledging), a NC (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public



Name typed, printed or stamped

My Commission Expires: 5/16/26

I. Summary of Litigation

Kimley-Horn and its subsidiaries have provided services in all fifty states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Litigation cases filed in Florida in the last five (5) years are as follows:

FLORIDA

3315 Tower Condominium Association, Inc., v. Tower 3315, LLC, et al; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2020-019825-CA-01; filed 2020; alleged economic loss; settled; closed 2021.

Acosta Tractors, Inc. v Biltmore Construction Co, Inc, et al; In the Circuit Court of the 11th Judicial Circuit of Miami-Dade, Florida; Cause No 18-020135-CA-25; filed 2018; served 2022; alleged economic loss; pending

Enrique R. Antezana, et al. v Kimley-Horn and Associates, Inc.; Applied Technical Services, LLC; and City of Miramar; 17th Judicial Circuit for Broward County, Florida; Case No. CACE23012261; filed 2023; alleged property damage; pending

Angela Briguglio v Palm Avenue Hospitality Holdings LLC, et al; In the Circuit Court of the 12th Judicial Circuit of Sarasota County, Florida; Cause No 2022-CA-3952-NC; filed 2022; served 2022; alleged personal injury; pending

Vernon Brown v. Marriott International, Inc., et al: 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA0078250; filed 2019; personal injury claim; dismissed; closed 2019

Cone & Graham, Inc. v. Kimley-Horn and Associates, Inc.; In the Circuit Court of Broward County, Florida; Cause No. CACE-21-014631; filed 2021; alleged economic loss; settled 2022; closed.

Kathleen Conti v. Simon Property Group, Inc., et al: 15th Judicial Circuit Court Palm Beach County; Case No. 502017CA008616XXXXMB Division: AE; filed 2017; personal injury claim; settled; closed 2019.

Jennifer Curell v Florida Department of Transportation, et al; 19th Judicial Circuit in and for St. Lucie County, Florida; Cause No. 562022CA001297AXXXHC; alleged personal injuries claimed; pending

Florida Silt and Sod, Inc. v. City of Plant City, et al: 13th Judicial Circuit Court, Hillsborough County, Florida; Case No. 22-CA-004094; filed 2022; alleged economic loss; settled 2023

Irene Gomes v. Aldi, L.L.C., et al; In the Circuit Court of the 11th Circuit, Miami-Dade County, Florida; Cause No. 2020-009878-CA-01; filed 2020; served 2022; alleged personal injuries claimed; settled 2022

Barbara Kline v. Simon Property, et al: 15th Judicial Circuit Court Palm Beach; Case No. 502019CA009926; filed 2019; served 2021; personal injury claim; settled 2022

Grande Oaks at Heathrow Association v Kolter Signature Homes, et al; 18th Judicial Circuit Court, Seminole County; Case No. 2020-CA-003188; filed 2020; alleged economic loss; settled 2023.

Heron Bay Community Association, Inc. vs. WCI Communities, LLC, et al; 15th Judicial Circuit Court, Broward County; Case No.: CACE16003120; filed 2016; alleged economic loss; settled; closed 2020

Jennifer Lancaster v. VCC, LLC, et al; 15th Judicial District Court of Palm Beach County, Florida; Cause No. 502019CA011526; filed 2019; served 2020; alleged personal injuries claimed; settled; closed 2021.

Adrian E. Langford v. Suffolk Construction Co., et al; 12th Judicial Circuit Court, Sarasota County, FL; Cause No. 582020CA005449XXXANC; filed 2020; served 2021; alleged personal injuries claimed; pending

Medline Industries, Inc. V. McShane Construction Company, LLC v. Ware Malcomb, Inc., et al.; 10th Judicial Circuit Court, Polk County, FL; Case # 2020-CA-0022790; filed 2020; alleged economic loss; pending

Harris Mitchell v. Frank Anderson, et al; 15th Judicial Circuit Court, Palm Beach County, Florida; Case No. 50-2019-CA-006676; filed 2019, served 2020; alleged personal injuries claimed; settled; closed 2020

Morrison-Cobalt JV v. Kimley-Horn and Associates, Inc.; 11th Judicial Circuit in and for Miami-Dade County, Florida; Cause No. 2021-013239-CA-01; alleged economic loss; pending

Yolanda Peaslee v The City of West Palm Beach, et al; Circuit Court of the 15th Judicial Circuit, Palm Beach County, Florida; Cause No. 502021CA004964XXXMB; personal injury claim; settled 2023

Sherri Reed v. Town Center Boca Raton Trust, et al: 15th Judicial Circuit Court Palm Beach; Case No. 21CA005161; filed 2021; personal injury claim; pending

Christ Rose v. Wal-Mart Stores, Inc., et al; 17th Judicial Circuit Court, Broward County, FL; Cause No. CACE-18-027255; filed 2018; served 2020; alleged personal injuries claimed; settled; closed 2021

Esther Silberman v Town Center at Boca Raton, et al; 15th Judicial District Court of Palm Beach Co, Florida; Cause No. 50-2018-CA-009724-MB; filed 2018; served 2021; alleged personal injuries claimed; settled 2021

Kevin Sona, et al v. Stone Creek Community Association, et al; Circuit Court of the Fifth Judicial Circuit, Marion County, FL; Case # 20CA0026; filed 2020; served 2021; alleged personal injuries claimed; settled 2022

Terrazas Riverpark Village Condominium Association, Inc. v. Windmoor Project LLC, et al; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2020-017647-CA-01; filed 2020; alleged economic loss; settled 2021

J. Acknowledgement of Addenda

Kimley-Horn acknowledges receipt of the following addenda:

No. #1 Dated 8/15/2023

No. #2 Dated 8/18/2023

No. #3 Dated 8/24/2023

No. #4 Dated 8/29/2023

From: [Rudd, Ravenel](#)
To: [Hopper, Shannon](#)
Cc: [Taylor, James](#)
Subject: RE: RFQ #23-008 Request for Updated E-Verify Affidavit & Proof of Registration in E-Verify System
Date: Thursday, September 14, 2023 4:43:21 PM
Attachments: [Kimley-Horn - Exhibit D - E-Verify Affidavit Signed.pdf](#)
[E-Verify Proof of Registration Kimley-Horn.pdf](#)

Hi Shannon,

Please find attached the signed and notarized E-Verify affidavit, as well as Kimley-Horn's proof of registration in the E-Verify system.

Please let me know if I can provide anything else!

Thank you,

Ravenel Rudd | Marketing
Kimley-Horn | 189 South Orange Ave. Suite 1000, Orlando, FL 32801
Direct: 689.206.0988 | Main: 407.898.1511 | <https://link.edgepilot.com/s/7dfece6e/I0P1AUM7-kWPLK8D08S6XQ?u=http://www.kimley-horn.com/>
Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)
Celebrating 16 years as one of FORTUNE's 100 Best Companies to Work For

From: Hopper, Shannon <SHopper@ocoe.org>
Sent: Thursday, September 14, 2023 4:00 PM
To: Rudd, Ravenel <Ravenel.Rudd@kimley-horn.com>
Cc: Taylor, James <James.Taylor@kimley-horn.com>
Subject: RE: RFQ #23-008 Request for Updated E-Verify Affidavit & Proof of Registration in E-Verify System

Perfect. Thank you so much!

Shannon Hopper

Purchasing Technician

City of Ocoee

1 N. Bluford Avenue

Ocoee, FL 34761

☎ PH: 407-905-3100 x 1524

✉ E-mail: shopper@ocoe.org

Website: <https://link.edgepilot.com/s/466f58d0/JM2JfRGLP06EfYvoBH2hzw?u=http://www.ocoe.org/>

Florida has a very broad public records law (F.S. 119). As a result, any written communication created or received by City of Ocoee officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Additionally, under Florida Law email addresses are public records.

From: Rudd, Ravenel <Ravenel.Rudd@kimley-horn.com>
Sent: Thursday, September 14, 2023 3:59 PM
To: Hopper, Shannon <SHopper@ocoee.org>
Cc: Taylor, James <James.Taylor@kimley-horn.com>
Subject: RE: RFQ #23-008 Request for Updated E-Verify Affidavit & Proof of Registration in E-Verify System

Good afternoon, Shannon,

Thank you for reaching out! I will send you the signed and notarized E-Verify affidavit as well as proof of our registration by 5:00 p.m. today.

Ravenel Rudd | Marketing
Kimley-Horn | 189 South Orange Ave. Suite 1000, Orlando, FL 32801
Direct: 689.206.0988 | Main: 407.898.1511 |
https://link.edgepilot.com/s/56fc1a75/jci6MutT7E_2Q5rHoqm9rw?u=http://www.kimley-horn.com/
Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)
Celebrating 16 years as one of FORTUNE's 100 Best Companies to Work For

From: Taylor, James <James.Taylor@kimley-horn.com>
Sent: Thursday, September 14, 2023 3:53 PM
To: Hopper, Shannon <SHopper@ocoee.org>
Cc: >FL_Marketing <Florida.Marketing@kimley-horn.com>; Rudd, Ravenel <Ravenel.Rudd@kimley-horn.com>
Subject: RE: RFQ #23-008 Request for Updated E-Verify Affidavit & Proof of Registration in E-Verify System

Absolutely, Shannon.

Rav,

Can you assist?

James M. Taylor, P.E.
Kimley-Horn | 189 S. Orange Avenue, Suite 1000, Orlando, FL 32801
Direct: 407 409 7006 | Mobile: 813 994
9198 | https://link.edgepilot.com/s/56fc1a75/jci6MutT7E_2Q5rHoqm9rw?u=http://www.kimley-horn.com/
Celebrating 16 years as one of FORTUNE's 100 Best Companies to Work For

From: Hopper, Shannon <SHopper@ocoee.org>
Sent: Thursday, September 14, 2023 3:48 PM
To: Taylor, James <James.Taylor@kimley-horn.com>
Cc: >FL_Marketing <Florida.Marketing@kimley-horn.com>
Subject: RFQ #23-008 Request for Updated E-Verify Affidavit & Proof of Registration in E-Verify

System

Importance: High

Some people who received this message don't often get email from shopper@ocoe.org. [Learn why this is important](#)

Good afternoon, Mr. Taylor:

Re. Kimley-Horn's submission for RFQ #23-008 Continuing Contract for Transportation Planning Consulting Services:

The E-Verify affidavit submitted in Kimley-Horn's qualification package on Bonfire was filled out but it was not signed above your printed name. I have attached a blank E-Verify affidavit for you to complete, sign, and have notarized. I also need a copy of Kimley-Horn's proof of registration in the E-Verify system as I did not see it included in the package.

Please email the requested documents to me by 5:00 p.m. on Tuesday, September 19th. If you need more time to get the documents back to me, please let me know and we can work out an alternative date.

Have a great afternoon!
Shannon

Shannon Hopper

Purchasing Technician

City of Ocoee

1 N. Bluford Avenue

Ocoee, FL 34761

☎PH: 407-905-3100 x 1524

✉E-mail: shopper@ocoe.org

Website: <https://link.edgepilot.com/s/c8118481/hO0t9EQks0q7SeDx4PpWBg?u=http://www.ocoe.org/>

Florida has a very broad public records law (F.S. 119). As a result, any written communication created or received by City of Ocoee officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Additionally, under Florida Law email addresses are public records.

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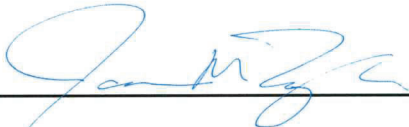
recognize the sender and know the content is safe.

EXHIBIT "D"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Kimley-Horn and Associates, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Kimley-Horn and Associates, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: James Taylor, P.E., Associate/Project Manager

Date: September 14, 2023

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this September 14, 2023 (date) by James Taylor (name of officer or agent, title of officer or agent) of Kimley-Horn (name of contractor company acknowledging), a NC Corp (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public



Name typed, printed or stamped

My Commission Expires: 2/19/2026



Company ID Number: 375667

Client Company ID Number: 2023677

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Kimley-Horn and Associates, Inc.
Company Facility Address	421 Fayetteville Street Suite 600 Raleigh, NC 27601
Company Alternate Address	
County or Parish	WAKE
Employer Identification Number	560885615
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5,000 to 9,999
Number of Sites Verified for	1 site(s)



Company ID Number: 375667



Client Company ID Number: 2023677

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

NC	1
----	---



Company ID Number: 375667

Client Company ID Number: 2023677

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Lori Hall
Phone Number	7036741322
Fax	
Email	lori.hall@kimley-horn.com



Company ID Number: 375667



Client Company ID Number: 2023677

This list represents the first 20 Program Administrators listed for this company.



Request for Qualifications RFQ#23-008 Continuing Contract for Transportation Planning Consulting Services

City of Ocoee

September 5, 2023



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September 5, 2023

City of Ocoee
1 N Bluford Ave.
Ocoee, FL 34761

Re: RFQ #23-008 Continuing Contract for Transportation Planning Consulting Services

Dear Selection Committee Members,

HDR is excited about the opportunity to serve the City of Ocoee on the Continuing Contract for Transportation Planning Consulting Services. We understand the importance that projects under these types of contracts play in the overall development, programming and implementation of a variety of transportation projects and studies.

We present to you an Orlando-based team that has the capability, capacity and enthusiasm to deliver a broad range of transportation planning and professional services. This team is led by Nick Lepp, AICP CTP, supported by a local Central Florida team of planners, designers, engineers and strategic communicators, and also includes Quality Counts, LLC to fulfill all the needs of the city.

With more than 12,000 employee-owners, working in 200+ locations around the world, and a nationally acclaimed firm, we believe in doing things right to make great things possible. This philosophy has enabled us to successfully deliver innovative and sound transportation solutions. Our team is unparalleled in quality and depth with deep roots in Florida, where we have nine offices, more than 450 staff members, and 80+ Planning, GIS, and Strategic Communication professionals that have exclusively served public sector clients and are conflict free. This staff is well-versed across disciplines and can be mobilized to address project needs as they arise.

We believe that collaboration and communication are key, especially on task work order based contracts with tight schedules. Our team will work as an extension of City staff as you address issues in transportation planning.

Below are some of the benefits the HDR Team can provide to the City of Ocoee:

- A project manager with extensive transportation planning experience in the region, throughout Central Florida, and for the City of Ocoee.
- A project team with specific local transportation planning expertise to properly advise the City on the planning and implementation of projects under this contract.
- A national transportation planning practice that supports best practices from around the nation, and subject matter experts specifically gathered to support the City of Ocoee.
- A reputation for superior client service, proven through our past similar projects with Central Florida municipal governments, counties and the Florida Department of Transportation (FDOT).
- A corporation that values sustainability and alternative modes of transportation.

The key to the success of these assignments is to choose a team that not only has the technical capability to complete the project or assignment, but one that also has the background and experience to do it effectively by using existing resources and maintaining communication with the right people at the right time throughout the process. The City of Ocoee needs a team that understands your goals and is enthusiastic about helping you achieve them. **HDR is that team.**

We look forward to working with you throughout this important contract.

HDR Engineering, Inc.

Jeff Arms, PE, AICP, PTOE, PMP
Associate Vice President / Project Principal



Tab 1

Qualifications and Response to Scope of Services

We Understand the Challenge

The HDR Team is in an excellent position to help the City of Ocoee find new ways to address challenges, leverage advantages, and maximize the value of existing and planned policies and investments. Our experience across the region allows us to quickly understand issues and opportunities and work towards the definition of sustainable solutions for the City and its diverse community. We are a team of planners, engineers, designers, and communicators who understand the full life cycle of a project, from visioning and planning through design, construction and operations. We are truly excited about this opportunity to serve as your Continuing Transportation Planning Consultant, as defined in the Request for Qualifications.

Included in this section is an overall approach to the various scope elements described in the RFQ along with areas where HDR staff has assisted public sector clients with transportation planning support across Central Florida.

We Have a Process & Plan

Our team leaders have decades of experience supporting planning contracts for municipal clients. We appreciate the critical importance of proactive communication with City staff, and recognize project success builds on our early collaborative work with staff to understand project expectations, draft detailed scopes of work, assign team resources, and closely monitor project delivery and schedule commitments. As shown in the graphic below, HDR's Project Management Plan approach, organized around a three-step process, sets the stage for project success.

We Have the Expertise & Experience

The HDR Team has a long history of delivering successful community planning, redevelopment and multimodal transportation planning projects for communities across Florida. **Through work with the region's stakeholders - from the MPOs, transit agencies and FDOT, to local governments and regional interest groups we've gained a thorough understanding of challenges, assets and opportunities communities in Florida are facing.**

We've been directly engaged in shaping the long-term vision for the region's future, and we've helped translate big picture visions into realistic and achievable policies and programs. HDR's operating philosophy is to be an expertise-driven firm, delivering tailored solutions through a strong local presence. We understand our local communities and have a network of national experts and lessons learned we can tap into to deliver these services to clients.

Our staff also understands the importance of quality public communications and engagement, from framing the issues and being able to tell a project's story to diverse audiences, whether a technical group, elected leaders, or the general public. We have the tools and a dedicated Strategic Communications staff to make sure communications are clear, concise, and meaningful to stakeholders and community.

Quality is Key to Success

To produce quality documents, we use technical experts, writers, a document editor, and strategic communicators. HDR holds our project team members, including subconsultants, to a committed QA/QC process. We develop a Quality Management Plan (QMP) at the beginning of the project that identifies individuals responsible for production and review of deliverables. The QC review follows a five-step process, which is built into the project schedule. Our Quality Officer, Steve Ferrell, will use the QMP to verify that we follow HDR's Quality Management Process and deliver quality and compliant products and services.

Key Areas of Experience

The HDR Team offers expertise across the full spectrum of services listed in the RFQ. We have staff to deliver services under all categories identified, from smart city strategies and freight planning to big data analytics, transportation system resiliency and climate action planning, grant writing, and safety program management.

STEP
01

Understanding.

The first step involves meeting with and listening to the needs of staff and asking questions to understand issues surrounding a specific project. The importance of understanding the project issues and expectations is essential for not only the specific project but also to foster a culture of teamwork.

STEP
02

Staffing, Scope, Schedule, and Fee.

After assessing issues with staff, the next step includes the assignment of the team members to the project. With the proper staff assigned, the scope of services, fee, and schedule will then be prepared for review and approval prior to initiating the work effort.

STEP
03

Execute and Communicate.

The final step involves HDR Team members, including the overall PM, to effectively communicate with staff throughout the duration of the project and provide timely delivery of quality products and services. Our extensive resources allow us to concurrently deliver multiple assignment.

Short Range Planning / Development Review Mobility Impacts

Led by Jamie Krzeminski, PE, PTOE

We've provided traffic studies and traffic impact analysis review under multiple continuing service contracts, including work for Orange County, the City of Altamonte Springs, and the City of Ormond Beach. We recently assisted FDOT Central Office in updating their Transportation Site Impact Handbook and Access Management Guidebook to incorporate specific multimodal analysis processes, policies, methodologies, targets, and standards to positively influence the design of the transportation system to provide safe mobility and site access for all modes.

HDR staff have extensive experience in traffic impact analysis and plan development reviews for cities, counties, and FDOT D5 in Central Florida. This experience, including work with Orange County, positions us to provide meaningful insights that foster better development in communities we serve. Recently, HDR has been privileged to support the City of Ormond Beach and understands the interaction between development and transportation.

HDR has completed intersection & traffic safety evaluations that include review of crash data and field observations of physical conditions, traffic queuing and delay, and user behaviors in order to provide recommendations on appropriate operational and safety improvements. HDR can conduct specific reviews based on the crash analysis, access management analysis, sight distance evaluation, and roadway lighting justification analysis. We also use the Highway Safety Manual and Highway Capacity Manual procedures to support the analysis of corridor projects at the state, county, and municipal levels.

We have a background in transportation/mobility impact fees and understand the importance of a clear methodology and attention to data. We have developed fee schedules for local agencies as well as prepared and reviewed alternative fees in many jurisdictions. We focus on helping to provide clients the maximum amount of flexibility related to how funds can be used while verifying that calculations are sound and defensible.



Multimodal Transportation Site Impact Handbook

June 2023



**FDOT Multimodal Transportation Site Impact Handbook -
Developed by HDR**

Our approach to data collection is to first understand the nature of the problem or issue so we can collect the right data that will help inform decision-making. Traffic data serves as the basis for much of the work we do, and we have extensive experience in these activities, including intersection and roadway counts, vehicular classification counts, origin and destination surveys, travel time and delay studies, gap studies, license tag studies, and bicycle and pedestrian counts.

We know the importance of identifying and mitigating the impacts of new development on the transportation network. Our staff has extensive recent experience in this area and will focus on presenting results that are clearly understood by all stakeholders including the public.

Even more important than the method of collecting the data is confirming that the data collected is accurate and reliable. We use a thorough QA/QC process to verify that the data is accurate and makes sense.

Included on our team is **Quality Counts, LLC (QC)**. QC is a nationwide, full service transportation data collection firm with more than 200,000 studies on their resume. QC is a trusted source of data and collection program development for numerous state DOTs, counties, cities, MPOs, COGs, private sector clients, FHWA, and the National Cooperative Highway Research Program.



City of Casselberry, Winter Park Drive

Long Range Community & Multimodal Transportation Planning

Led by Matt Wiesenfeld, PE, AICP

We understand how streets, sidewalks, trails, and transit services shape the City's future—mobility networks influence neighborhood livability and sustainability, the competitiveness of districts and corridors, and the health, safety, and quality of life of individuals and families. To advance the City's planning and placemaking agendas, we'll need to get high value and positive community impacts from every dollar spent on transportation improvements.

Our approach to multimodal planning is driven by the need to maximize the value of past and planned investments, and strengthen the critical link between land use, placemaking, economic development, and transportation decision making.

Our team has extensive experience addressing land use, placemaking, mobility, and economic development. We've prepared plans, design concepts, code provisions, and development strategies to conserve sensitive resources, leverage locational and market advantages, attract appropriate investment, and create distinct and memorable places. Our award-winning projects — from community-wide plans and development policies, to master plans for urban districts, streetscapes, and public spaces — are helping revitalize urban neighborhoods and transform auto-oriented corridors into more pedestrian and transit-oriented places.

Defining creative, cost-effective planning strategies to realize a community's full potential is the central focus of our practice. Our team prepares tools to spark appropriate investment, leverage assets, improve livability, conserve character, and create vibrant, competitive, districts, corridors, and neighborhoods. We understand the planning issues facing Ocoee — economic, environmental, fiscal, cultural, and social — and know what it takes to craft actionable plans, policies, strategies, and improvement programs.

Our plans grow out of carefully-managed processes of collaboration and community engagement. Working with clients, specialized consultants, and key stakeholders, we explore issues and opportunities, clarify goals and objectives, evaluate options, and craft innovative, context-sensitive, and market-ready solutions. Team leaders are practiced in the art of facilitation and engagement, and have led dozens of community-based planning and design processes.

The HDR Team has extensive experience conducting planning and policy research, evaluating regulatory and concurrency management strategies, and translating research into accessible language and graphics for incorporation in draft and final plans. Our team has years of experience helping communities develop, implement, and update comprehensive plans, area and corridor studies, neighborhood plans, and redevelopment strategies. Team members have helped communities complete plan amendments, future land use map and text amendments, land development regulation changes, economic development programs, and CRA plan updates and amendments.



Placemaking, Urban Design & CRA Support

Led by Alexandra Laporte, AICP, LEED AP

Our urban design team is unmatched in placemaking and redevelopment planning expertise—from detailed design of parks and public spaces to neighborhood and commercial corridor revitalization to district-scale master planning, we can deliver the full range of support to advance Ocoee’s most ambitious urban design and placemaking visions.

The public realm, the City’s streets, streetscapes, parks and public spaces, will play an increasingly important role in our post-COVID future. Cities with abundant, diverse, and accessible outdoor public spaces will be at a distinct competitive advantage. As the most visible public spaces in a community, streets have a powerful influence on livability and competitiveness. Besides supporting vehicle travel, streets can be designed to bolster a community’s attractiveness, expand travel alternatives, advance equity and sustainability goals, and provide settings for quality private investment.

The HDR Team has completed community reinvestment and redevelopment plans for districts and corridors across Florida. Our team provides a full complement of services to support such planning efforts, from economic and market analysis, planning and urban design, public and stakeholder engagement, public space planning and design, comprehensive planning, form-based coding, and financial feasibility, value capture, and fiscal impact analyses. Our team has prepared redevelopment plans and guidelines for a wide range of urban district suburban corridors—from the US 19 Corridor in Pinellas County to the Ybor City National Historic Landmark District in Tampa.



US 19 Zoning District & Development Standards

Appendix B of the Community Development Code
City of Clearwater, Florida

City of Clearwater, US 19 Code Cover - Developed by HDR



**I-275 Downtown Interchange Viaduct
Aesthetic Improvement Opportunities**

Regional Coordination & Grant Support

Led by Nathan Hicks, AICP

Our staff is versed in infrastructure finance, public benefits analysis, regulatory impact analysis, risk analysis and more. Whether for the business or public sector, we provide focus and clarity for stakeholders through the application of economic reasoning.

Our team is no stranger to compliance and grants. While working at MetroPlan Orlando our Project Manager, Nick Lepp, often took the lead on coordinating LAP (Local Agency Program) and TRIP (Transportation Regional Incentive Program) and worked with the City of Ocoee on the process and FDOT on the implementation of projects.

We also have extensive experience on LAP projects that will be critical to the success of the overall program. First-hand experience with this entire process will be a major benefit to helping the City of Ocoee maximize the amount of transportation funds it can secure and use.

We have a history of helping clients with major grant awards. We’ve been involved in obtaining the Safe Streets 4 All grant for the City of Gainesville and supporting MetroPlan Orlando on the current SS4A planning grant.

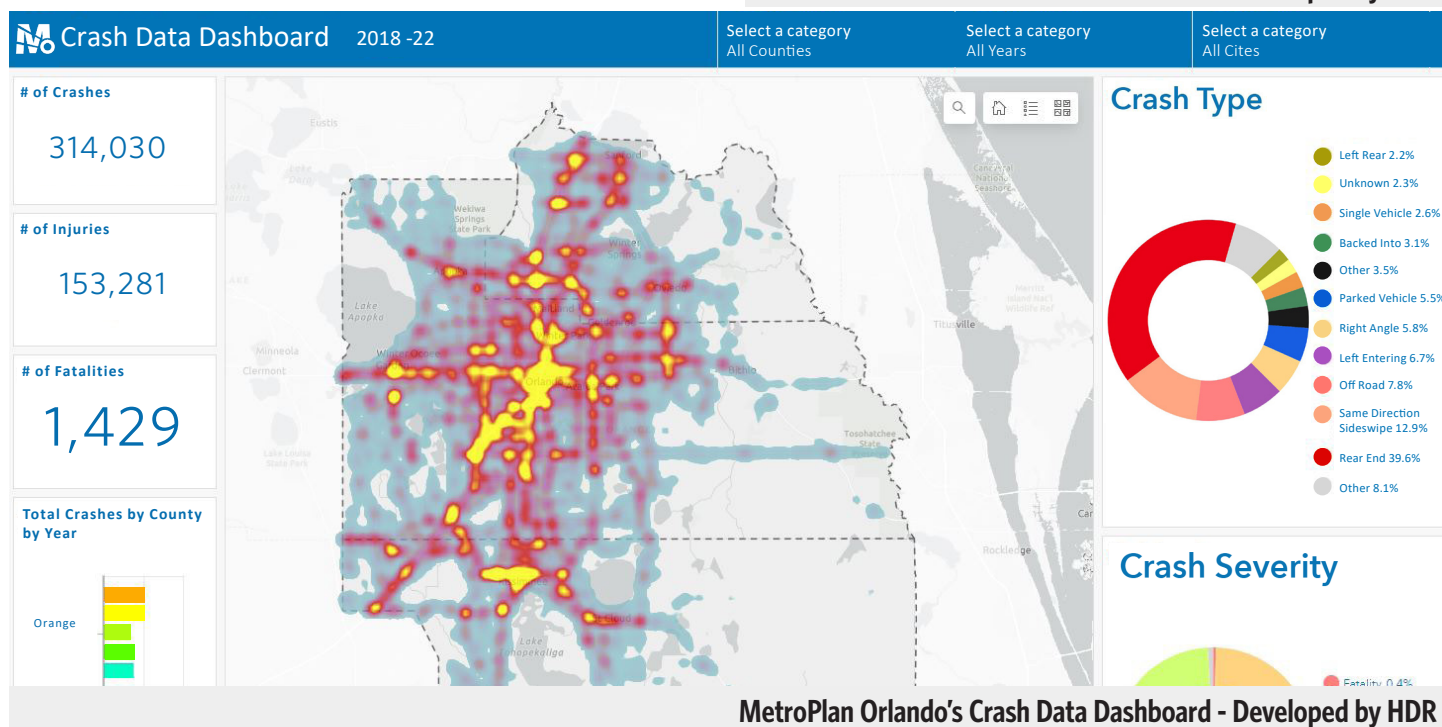
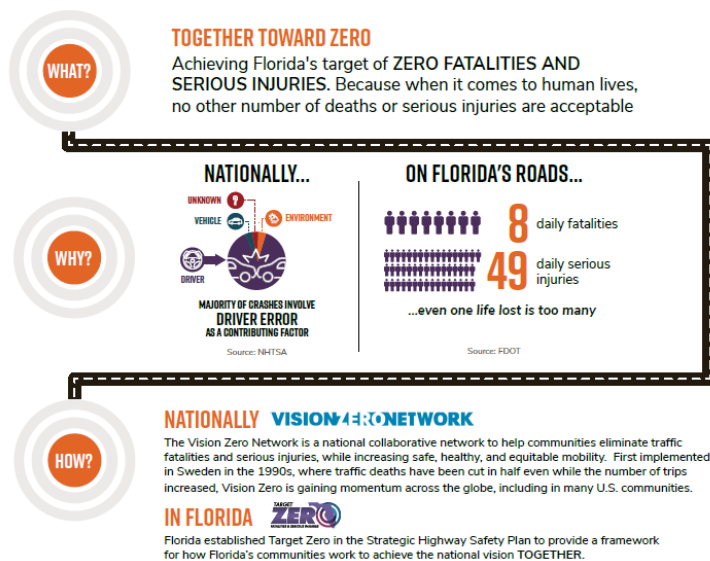
Our local staff is coordinating and identifying cost effective grant candidates for discretionary grants identified in the Bipartisan Infrastructure Legislation (BIL) and from other federal & state agencies. We are also supported by a team of national transportation economists that work in this field every day and know what is coming next from the federal level. Having participated in various grant processes, our team is well aware of the level of coordination needed to complete these studies and documents. We are also hyper-aware of the importance for clear communication and aiding in the facilitation of partner coordination.

We know what it takes to meet a grant deadline with a great, well-constructed application. We are experienced in assisting our clients with preparation of committee materials, timely review of technical materials, as well as performing any necessary committee presentations if requested to do so.

Other Complementary Services in the HDR Orlando Office

Research shows that up to 80% of a project's data has a spatial component. We use GIS to capture, analyze, present and store this crucial information. GIS allows us to plan, design and deliver our projects more efficiently, developing meaningful work products for you. Instead of relying on traditional paper maps, we can access a broad range of data through GIS, including parcels, soils, utilities, survey controls, flood plains and topography. We leverage this information to model and evaluate complex spatial relationships and uncover hidden project obstacles and opportunities. By integrating GIS with Building Information Modeling (BIM), we can create a sophisticated 3D model of the project to aid project decision-making. This model can be used to explore what-if scenarios, plan construction activities and communicate the project to the general public through dashboards. Our Orlando GIS team has developed several of these for our Central Florida clients, such as MetroPlan Orlando and FDOT D5.

Public engagement cannot be tied to one singular strategy. It ebbs and flows and must remain fluid. Partnering with HDR includes Strategic Communications (StratCom) staff that can help strengthen the City of Ocoee's presence in the community in a meaningful and authentic manner. Our full-service communication program has the capacity to support a variety of meetings and events. From large scale, interactive design sessions to advisory boards and leadership councils, our team of professionals can manage it all from idea to implementation. Additionally, HDR's StratCom staff leads in developing and managing comprehensive communications and marketing plans which include branding, website development, collateral materials, advertising, special events, social media and public and media relations.



MetroPlan Orlando's Crash Data Dashboard - Developed by HDR

Professional Qualifications for Firm and Staff

Our Story

Founded in 1917, HDR believes that the way we work can add meaning and value to the world. That ideas inspire positive change. That coloring outside the lines can illuminate fresh perspectives. And that small details yield important realizations.

For over a century, HDR has partnered with clients to shape communities and push the boundaries of what's possible. Our planning services bring an impressive breadth of knowledge to every project. Our optimistic approach to finding innovative solutions defined our past and drives our future.

The HDR Team has a long history of delivering successful multimodal outcomes in Florida and the greater Central Florida area. Our Downtown Orlando office of transportation planners, PD&E and transit professionals represents one of the largest and most dynamic teams developing transportation planning solutions in Central Florida. The Orlando Planning Staff at HDR trace their roots in Central Florida to Transportation Consulting Group (TCG), which was founded in 1981 and joined HDR in 1999. Our team's extensive knowledge of Central FL helps us deliver practical, context-sensitive, and sustainable solutions.

Project Team

The HDR Team offers the City of Ocoee the full range of transportation planning services described in the RFQ. Our team also includes highly qualified subconsultant that HDR has teamed with on previous projects. We are ready and able to fully support the City on this contract. Because assignments may require the resolution of complex issues in a public context, our collaborative work style, on-call experience, and proactive communications provide added advantages.

In developing our team for this project, HDR carefully reviewed the City's Scope of Services and then selected team members with the expertise to address any of the anticipated and potential tasks within the contract. Our local staff includes planning professionals that have strong working relationships and have proven themselves on recent successful projects. We have a deep and diverse local team, along with national resources that will be led by Project Manager, Nick Lepp and supported by and Project Principal, Jeff Arms to assist with coordination and expertise in the major topic areas.

History of Success

At HDR, our passion for the work we do has fueled our partnerships and created opportunities to lead on-call contracts like this. We have successfully completed similar contracts for a number of TPOs, MPOs, FDOT, and local, regional and state agencies. Our work and our people are what create lasting client partnerships, and have led to a number of continuing planning consultant contracts. Being selected to serve you is privilege that we take seriously.



12,000+ Employees
& **225** Offices
WORLDWIDE

On-Call Planning Experience

- 10+ Current Florida MPO/TPO Clients
- 10+ County / Municipal Planning Prime Contracts
- 10 FDOT Prime On-Call Planning Contracts

Florida Office Highlights

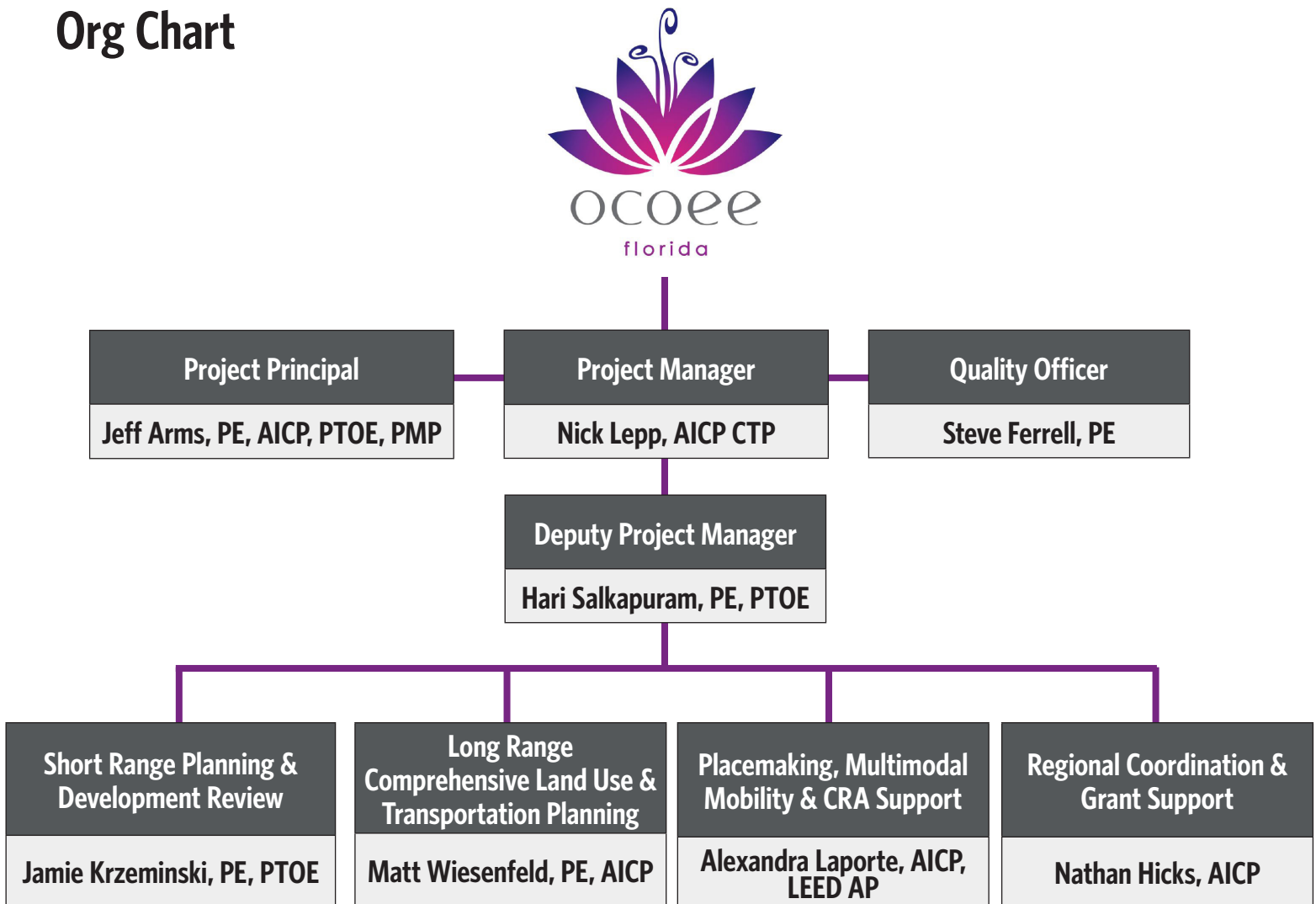
- 9 Offices in Florida
- 80+ Transportation Planning, GIS & Strategic Communications Staff in FL
- 400+ Transportation Planning Staff Company-Wide

Engineering News Record Rankings

- No. 6 - Top 500 Design Firms
- No. 5 - Top 20 in Transportation
- No. 1 - Top 25 in Bridges
- No. 5 - Top 25 in Highways
- No. 6 - Top 15 in Marine & Port Facilities
- No. 6 - Top 25 in Mass Transit & Rail
- No. 14 - Top 25 in Airports



Org Chart



HDR Team/Key Technical Resources

HDR has more than 55 transportation planning professionals located in the state of Florida as well as over 450 transportation professionals comprised of transportation engineers, planners, economists, GIS professionals, landscape architects, technicians, and other related personnel.

Our team includes planning and design professionals that have strong working relationships and have proven themselves on recent successful projects. In developing our team for this project, HDR carefully reviewed the City of Ocoee's Scope of Services and selected team members with the expertise to address any of the anticipated and potential tasks within this contract. A staffing/organizational matrix is also provided in this section that lists support staff, along with resumes.

Staff Resource Matrix

RESUME APPENDIX PG. #		MGMT.				TASK LEADERS				SUPPORT STAFF																											
		11	12	12	12	12	13	13	13	13	14	14	14	14	15	15	15	15																			
To go directly to a key staff member's resume, click on the resume appendix pg. #		KEY STAFF MEMBERS	Nick Lepp, AICP CTP	Hari Salkapuram, PE, PTOE	Jeff Arms, PE, AICP, PTOE, PMP	Steve Ferrell, PE	Jamie Krzeminski, PE, PTOE	Matt Wiesenfeld, PE, AICP	Alexandra Laporte, AICP, LEED AP	Nathan Hicks, AICP	Steve Schukraft, AICP	Stefanie McQueen, AICP	Sharisse Kenney, AICP	Megan Ferguson, PE, AICP	Cory Wilkinson, AICP CEP	Melissa Porcaro, AICP	Mark Suarez, PE	Rick Cintron, PE	Tyler Valila, PE																		
SCOPE AREAS																				YEARS EXP.	22	19	26	30+	27	18	27	8	30+	21	14	7	30+	7	16	18	8
Traffic analyses of private development projects																				●	●	●	●	●	●			●	●	●	●						●
Intersection analyses, access management and signal warrants																				●	●	●			●	●						●					●
Annual traffic counts and others for special studies, traffic capacity and operations analyses																				●	●	●	●	●	●	●	●	●	●	●	●	●	●	●			●
Traffic modeling, Comp Plan amendments, alt. analysis and mobility fee development																				●	●											●					●
Developing access management plans																				●	●	●	●	●	●							●					
Developing plans for the movement of people and goods to include bike/ped and transit ways																				●	●	●	●	●	●				●			●					
Updates to the Comp Plan, Land Devel. Code, Master Transportation Plan and CIP																				●	●	●	●	●	●			●	●			●					●
Evaluating a multimodal transportation district or other alt. trans. plans in downtown and other areas																				●	●	●			●	●		●	●	●		●	●	●			
Updating and maintaining current and forecasted socio-economic characteristics in a database		●	●					●	●	●				●	●	●																					
Roadway conceptual analysis and concept design		●	●	●			●	●			●	●					●	●	●																		
Transportation analysis (landscape architecture, site planning, urban design, form-based code)		●		●			●	●	●		●																										
CRA administration		●	●	●	●				●	●	●	●	●			●																					
Identification and qualification for various federal and state grants		●		●			●	●		●	●	●	●	●																							
Working with other governmental agencies on transportation-related matters		●	●	●	●	●	●	●	●																												

Major Tasks Areas & Task Leaders

Short Range Planning / Development Review	Long Range Comp Land Use & Multimodal Transportation	Placemaking Design & CRA Support	Regional Coordination & Grant Support
Jamie Krzeminski, PE, PTOE	Matt Wiesenfeld, PE, AICP	Alexandra Laporte, AICP, LEED AP	Nathan Hicks, AICP

RESUME APPENDIX PG. #		SUPPORT STAFF			STRATEGIC COMMUNICATION					GIS / VISUAL.			REGIONAL MULTIMODAL				SUB		
		16	16	16	16	17	17	17	17	18	18	18	18	19	19	19	19	26	26
To go directly to a key staff member's resume, click on the resume appendix pg. #		Crystal Odoh, EI	Magued Hanna, RLA, AICP, LEED AP	Laura Agudelo	Michele Brennan	Stephen Alianiello	Maurene Balmaseda	Trinity Otero	Ezri Ruiz	Joanne Casals	Michael Schmedt, GISP	Cheryl Isenberg, GISP	Richard Littlefield, GISP	Brian Waterman, AICP	Micah Gilliom, AICP	Victor Muchuruza, PhD, PE, PTOE	Brad Thoburn	Rodrikas Jones	Erin Martineau
KEY STAFF MEMBERS CONT...																			
SCOPE AREAS	YEARS EXP.	4	28	4	30+	21	13	20	4	19	21	18	12	22	27	26	30+	16	9
Traffic analyses of private development projects																●			
Intersection analyses, access management and signal warrants	●															●		●	●
Annual traffic counts and others for special studies, traffic capacity and operations analyses	●															●		●	●
Traffic modeling, Comp Plan amendments, alt. analysis and mobility fee development											●					●	●		
Developing access management plans	●	●													●	●			
Developing plans for the movement of people and goods to include bike/ped and transit ways	●	●	●											●	●	●	●		
Updates to the Comp Plan, Land Devel. Code, Master Transportation Plan and CIP		●												●		●			
Evaluating a multimodal transportation district or other alt. trans. plans in downtown and other areas	●	●												●	●	●	●		
Updating and maintaining current and forecasted socio-economic characteristics in a database			●								●	●	●	●		●	●		
Roadway conceptual analysis and concept design	●	●	●					●	●	●					●	●			
Transportation analysis (landscape architecture, site planning, urban design, form-based code)	●	●	●					●	●	●									
CRA administration		●	●	●	●	●											●		
Identification and qualification for various federal and state grants														●	●		●		
Working with other governmental agencies on transportation-related matters					●	●	●							●	●		●		

Major Tasks Areas & Task Leaders

Short Range Planning / Development Review	Long Range Comp Land Use & Multimodal Transportation	Placemaking Design & CRA Support	Regional Coordination & Grant Support
Jamie Krzeminski, PE, PTOE	Matt Wiesenfeld, PE, AICP	Alexandra Laporte, AICP, LEED AP	Nathan Hicks, AICP



Nick Lepp, AICP CTP

Project Manager

Orlando, FL

Benefits to City of Ocoee

- ✓ **Former Director of Transportation at MetroPlan Orlando**
- ✓ **City of Ocoee Experience**
- ✓ **Extensive MPO and Planning Knowledge**

Nick is one of the premier transportation planners in Florida, with more than 20 years of experience in integrated land use and multimodal transportation planning. Nick has a focus on practical, results-oriented approaches to master planning, multimodal planning, development review, transportation analysis and long-range planning.

EDUCATION

Bachelor of Science, Urban and Environmental Planning, Salem State College, 2001

REGISTRATIONS & MEMBERSHIPS

American Institute of Certified Planners (AICP) Certified Transportation Planner (CTP)

RELEVANT EXPERIENCE

MetroPlan Orlando, General Planning Consultant, Central FL. Task Lead. HDR has been a General Planning Consultant for MetroPlan Orlando since 2017 and provides various transportation planning functions relating to their UPWP.

Alamo Area MPO, General Planning Consultant, San Antonio, TX. Task Lead. HDR is providing general planning services to support the Alamo Area MPO in the administration, planning and implementation of the MPO requirements.

FDOT District 5, PD&E Continuing Services: Growth Management and Grant Support, Districtwide, FL. Task Lead. Under our continuing services contract, HDR is supporting the District on growth management, grant writing and related analysis, and other related tasks as needed.

Space Coast TPO, Grant Finder, Brevard County, FL. Task Lead. Under our General Planning Consultant contract, HDR is developing a federal grant identification tool. The purpose of the tool is to identify which grant funding opportunities are available and best-suited to advance projects on the priority list.

Space Coast TPO, Space Coast Bicycle, Pedestrian and Trails Advisory Committee Strategic Assessment, Brevard County, FL. Task Lead. Under our General Planning Consultant contract, HDR is evaluating the purpose and direction of the Bicycle, Pedestrian and Trail Advisory Committee (BPTAC), and how they will help the Governing Board achieve their Strategic Plan mission and advance priority actions.

Space Coast TPO, Public Involvement Support, Brevard County, FL. Task Lead. Under our General Planning Consultant contract, HDR's public involvement support includes writing, content creation, graphic design, video concepts (with option of additional production and video post-production work), narration, and other related services.

Brevard County, Grant Support, Brevard County, FL. Task Lead. Under our continuing contract with Brevard County, HDR is currently providing general on-call support for general grant related activities.

MetroPlan Orlando, Director of Transportation*, Central FL. Nick was primarily responsible for the continuous, cooperative, and comprehensive transportation planning process for MetroPlan Orlando. The core responsibilities of this position included maintaining the 25-year Transportation Plan (updated every five years), maintaining and updating the Transportation Improvement Program (TIP), development of the two-year Unified Planning Work Program (UPWP), conducting planning activities in line with organization's vision, UPWP and Strategic Business Plan.

MetroPlan Orlando, 2045 Metropolitan Transportation Plan*, Central FL. As Director of Transportation at MetroPlan Orlando, Nick helped implement the 2045 Metropolitan Transportation Plan which was created by examining the current transportation system, establishing goals and objectives, and gathering public input.

MetroPlan Orlando, FHWA Measuring Multimodal Connectivity Pilot*, Central FL. In 2018, the Federal Highway Administration (FHWA) published the Guidebook for Measuring Multimodal Network Connectivity. Following the publishing of the guidance FHWA awarded grant funding to eight organizations to perform a pilot guidebook. MetroPlan Orlando partnered with the Regional Planning Council to develop a tool to measure access to jobs and essential services bases on network connectivity / access.

*Experience outside of HDR



Hari Salkapuram, PE, PTOE
Deputy Project Manager
Orlando, FL

Hari has strong analytical and Big Data (StreetLight and Replica) capabilities to support a variety of transportation projects. He is experienced in travel demand modeling using CUBE, VISUM, TRANPLAN, TRANSCAD, as well as traffic operations analysis with SYNCHRO, CORSIM, Vissim, & HCS.

EDUCATION

University of Central Florida, MS, Civil Engineering, 2006
Indian Institute of Tech. Madras, BS, Civil Engineering, 2004

REGISTRATIONS & MEMBERSHIPS

Professional Engineer, FL; Professional Traffic Operations Engineer

RELEVANT EXPERIENCE

MetroPlan Orlando, Silver Star Road Complete Streets Study, Ocoee, FL.

Lake-Sumter MPO, General Planning Consultant, Lake and Sumter counties, FL.

FDOT District 5 (D5), Traffic Signal Retiming Contract, Districtwide, FL.

FDOT D5, PLEMO In-House Support, Districtwide, FL.

Orange County, Sand Lake Road Roadway Conceptual Analysis, Orlando, FL



Jeff Arms, PE, PMP, AICP, PTOE
Project Principal
Orlando, FL

Jeff has 26 years of transportation planning and engineering experience and has dedicated his career to planning and implementing transportation projects that improve the quality of life for communities.

EDUCATION

University of Central Florida, MS, Public Administration, 2009
University of Florida, BS, Civil Engineering, 1996

REGISTRATIONS & MEMBERSHIPS

Professional Engineer, FL; American Institute of Certified Planners

RELEVANT EXPERIENCE

City of Altamonte Springs, Continuing Transportation Engineering & Planning, Altamonte Springs, FL.

City of Orlando, Continuing Transportation Planning & Engineering Consultant, Orlando, FL.

Orange County, Continuing Transportation Planning Consultant, Orange County, FL.

Osceola County, Continuing Transportation Planning & Engineering, Osceola County, FL.

MetroPlan Orlando, General Planning Consultant, Central FL.



Steve Ferrell, PE
Quality Officer
Orlando, FL

Steve has extensive experience as a Quality Officer for a wide variety of projects and is also well versed in Public Involvement, Video Scripting, Coordination and Narration; Highway and Transit Corridor Studies; Highway Noise Analysis; Roadway Design; and Project Management Training.

EDUCATION

North Carolina State University, BS, Civil Engineering, 1985

REGISTRATIONS & MEMBERSHIPS

Professional Engineer, FL

RELEVANT EXPERIENCE

Lake-Sumter MPO, On-Call Engineering Services for Transportation Planning, Lake & Sumter counties, FL.

FDOT District 2, General Planning Consultant, Districtwide, FL.

Seminole County, Rolling Hills Area Corridor Study and Design, Longwood, FL.

FDOT D5, US 301 PD&E Study, Sumter County, FL.

FDOT D5, LPGA Blvd PD&E Study, Volusia County, FL.

FDOT D5, I-75 Master Plan from SR 200 to CR 234, Marion and Alachua counties, FL



Jamie Krzeminski, PE, PTOE
Short Range Planning & Development
Review Task Lead
Orlando, FL

Jamie has extensive experience in transportation planning and traffic engineering, much of which has been focused on the provision of Complete Streets. As a regular bicycle commuter and recreational cyclist, he brings a true cyclist's perspective to his work.

EDUCATION

University of Florida, ME, Civil Engineering, 1996
University of Florida, BS, Civil Engineering, 1995

REGISTRATIONS & MEMBERSHIPS

Professional Engineer, FL; Professional Traffic Operations Engineer

RELEVANT EXPERIENCE

City of Orlando, Continuing Transportation Planning and Engineering Consultant, Orlando, FL.

Lake-Sumter MPO, General Planning Consultant, Lake and Sumter counties, FL.

MetroPlan Orlando, General Planning Consultant, Central FL.

Orange County, Pedestrian / Bicycle Safety Action Plan, Orange County, FL.

City of Orlando, Bike Plan Update, Orlando, FL.

City of Orlando, Southwest Bike/Ped Study, Orlando, FL.



Matt Wiesenfeld, PE, AICP
Long Range Comprehensive Land Use
& Multimodal Transportation Planning
Task Lead
Orlando, FL

Matt is a transportation engineer and planner with 17 years' experience serving both as a public sector staff and consultant. He has a passion for listening to the vision of a client as well as a community which he uses to guide projects.

EDUCATION

Purdue University, MS, Civil Engineering, 2008
Georgia Institute of Technology, BS, Civil Engineering, 2006

REGISTRATIONS & MEMBERSHIPS

Professional Engineer, FL; American Institute of Certified Planners

RELEVANT EXPERIENCE

City of Orlando, Continuing Transportation Planning and Engineering Consultant, Orlando, FL.

City of Altamonte Springs, Continuing Transportation Planning and Engineering Consultant, Altamonte Springs, FL.

City of Ormond Beach, Continuing Transportation Services, Ormond Beach, FL.

Osceola County, Continuing Transportation Planning Consultant, Osceola County, FL

MetroPlan Orlando, General Planning Consultant, Orlando, FL.



Alexandra Laporte, AICP, LEED AP
Placemaking, Design & CRA Support
Task Lead
Orlando, FL

As a former principal planner for Pasco County and planning specialist for the Housing Authority of the City of Pittsburgh, PA, Alexandra uses her extensive planning and urban design experience, in both the public and private sectors, to facilitate building great neighborhoods through community empowerment.

EDUCATION

University of Pittsburgh, Master of Planning, Public Administration/Urban and Regional Affairs/Public and Non-Profit Management, 2005
University of Miami, Bachelor of Architecture, 1999

REGISTRATIONS & MEMBERSHIPS

American Institute of Certified Planners; LEED Accredited Professional, US Green Building Council

RELEVANT EXPERIENCE

City of Orlando, Edgewater Drive Complete Streets, Orlando, FL.

FDOT D5, Continuing PD&E Support Services, Districtwide, FL.

Orange County, Transportation Initiative and Implementation, Orange County, FL.

Lake-Sumter MPO, TIP Administration and GIS TIP Tool, Lake and Sumter counties, FL.



Nathan Hicks, AICP
Regional Coordination & Grant Support
Task Lead
Orlando, FL

Nathan blends his knowledge of long-range planning, corridor planning and multimodal planning to help administer a meaningful TIP. Nathan has worked at the statewide level with policy planning, including review and updating materials based upon new guidance.

EDUCATION

Florida State University, MS, Urban and Regional Planning, 2014
Florida State University, BS, Sociology, 2012

REGISTRATIONS & MEMBERSHIPS

American Institute of Certified Planners (AICP)

RELEVANT EXPERIENCE

MetroPlan Orlando, General Planning Consultant, Central FL.

Orange County, Horizon West Bicycle / Pedestrian and Traffic Calming Study, Orange County, FL

Lake-Sumter MPO, TIP Administration, Lake & Sumter Counties, FL.

Space Coast TPO, General Planning Consultant, Brevard County, FL.

River to Sea TPO, General Planning Consultant, Volusia County, FL.

Orange County, Crystal Lake Bicycle / Pedestrian and Traffic Calming Study, Orlando, FL.

Orange County, Transportation Initiative, Orange County, FL.



Steve Schukraft, AICP
Planner and Urban Designer
Tampa, FL

Steve is an accomplished planner and urban designer with over 30 years' experience helping communities enhance livability, improve mobility and encourage more sustainable patterns of growth and development.

EDUCATION

University of Virginia, Master of Planning, 1992
University of South Florida, BA, Political Science, 1985

REGISTRATIONS & MEMBERSHIPS

American Institute of Certified Planners

RELEVANT EXPERIENCE

City of Clearwater, Downtown Form-based Code, Clearwater, FL.

City of Clearwater, Clearwater 2045 Comprehensive Plan Update, Clearwater, FL.

Forward Pinellas, Downtown St. Pete Mobility Study, St. Petersburg, FL.

HART, goHART TOD Pilot Program, Tampa, FL.

City of Winston-Salem, North-South Urban Circulator Strategic Plan and Implementation Action Steps, Winston-Salem, NC.

Dallas Area Regional Transit, TOD Guidelines Update, Dallas, TX.



Stefanie McQueen, AICP
Senior Planner
Tampa, FL

Stefanie is an urban planner with 20 years of professional experience in land use and transportation planning, economic development, public involvement, and urban design.

EDUCATION

Cornell University, Master of Regional Planning, 2006
University of Virginia, BA, History, 2002

REGISTRATIONS & MEMBERSHIPS

American Institute of Certified Planners;
National Charrette Institute, Certified Charrette Planner

RELEVANT EXPERIENCE

City of Tampa, InVision: Tampa Streetcar, Tampa, FL.
City of Tampa, Ybor City CRA Vision Plan, Tampa, FL.
City of Galveston, Plan Galveston Community Recovery Plan, Galveston, TX.
Hillsborough County City-County Planning Commission/Hillsborough County MPO, Brandon Corridors & Mixed Use Centers Pilot Project, Hillsborough County, FL.
Forward Pinellas, Downtown St. Pete Mobility Study, St. Petersburg, FL.



Sharisse Kenney, AICP
Senior Transportation Planner
Tampa, FL

Sharisse is a valued contributor, performing both technical research and writing for a variety of transportation projects. She is involved in public engagement and infuses strategic insight related to building environment health and community sustainability.

EDUCATION

University of Central Florida, MS, Urban & Regional Planning, 2017
University of Central Florida, BA, Advertising & Public Relations, 2009

REGISTRATIONS & MEMBERSHIPS

American Institute of Certified Planners

RELEVANT EXPERIENCE

City of Orlando, Main Streets Bike/Ped Study, Orlando, FL.
City of Clearwater, Clearwater 2045 Comprehensive Plan Update, Clearwater, FL.
Orange County, Complete Streets Policy and Implementation Plan, Central FL.
Lake-Sumter MPO, East Avenue Complete Streets, Lake and Sumter counties, FL.
Lake-Sumter MPO, Public Involvement Plan Update, Lake and Sumter counties, FL.



Megan Ferguson, PE, AICP
Transportation Planner & Engineer
Orlando, FL

Megan is a leader in special studies, from complete streets to regional planning projects. Megan develops realistic and implementable infrastructure solutions during the planning phase by leaning on her background in traffic analysis and PD&E studies.

EDUCATION

University of Florida, ME, Civil Engineering, 2016
University of Florida, BS, Civil Engineering, 2015

REGISTRATIONS & MEMBERSHIPS

Professional Engineer, FL; American Institute of Certified Planners

RELEVANT EXPERIENCE

City of Orlando, North Quarter Phase 2, Orlando, FL.
City of Gainesville, University Ave & 13th Corridor Study, Gainesville, FL.
MetroPlan Orlando, General Planning Consultant, Central FL.
Lake-Sumter MPO, General Planning Consultant, Lake and Sumter Counties, FL.
City of Ormond Beach, Avalon Park Traffic Impact Analysis, Ormond Beach, FL.
Space Coast TPO, General Planning Consultant, Brevard County, FL.



Cory Wilkinson, AICP CEP
Senior Transportation Planner
Pensacola, FL

Cory is a senior planner who works closely with many agencies, including FDOT and local government groups in long-range planning. He also provides environmental and planning analysis for FDOT for Project Development and Environment (PD&E) and Design projects.

EDUCATION

Johns Hopkins University, MS, Environmental Sciences, 1999; Bristol University, MBA, 1994; University of West Florida, BS, Environmental Sciences, 1990

REGISTRATIONS & MEMBERSHIPS

American Institute of Certified Planners; Certified Environmental Planner

RELEVANT EXPERIENCE

Emerald Coast Regional Council, General Planning Consultant, Escambia, Santa Rosa, Okaloosa, Walton, Bay, Washington and Holmes Counties, FL.
Okaloosa County, Northwest Crestview Bypass Feasibility Study, Crestview, FL.
FDOT D5, LGPA Blvd. Interchange PD&E Study, Volusia County, FL.
Florida-Alabama TPO, 2045 Long Range Transportation Plan, Escambia and Santa Rosa Counties, FL.



Melissa Porcaro, AICP
Transportation Planner
Orlando, FL

Melissa is a multimodal transportation planner with a background in government and public policy, regional planning, special studies, and graphic design. She's passionate about innovative & sustainable ways to provide safe and accessible streets for users of all ages and abilities.

EDUCATION

University of Central Florida, Master of Public Administration, 2020
University of Central Florida, BA, Interdisciplinary Studies in Social Sciences and Humanities, 2017

REGISTRATIONS & MEMBERSHIPS

American Institute of Certified Planners

RELEVANT EXPERIENCE

City of Orlando, Bike Plan Update, Orlando, FL.

City of Gainesville, University Avenue and 13th Avenue, Gainesville, FL.

Osceola County, ADA Framework, Osceola County, FL.

Seminole County, Rolling Hills Area Corridor Enhancement Study, Seminole County, FL

MetroPlan Orlando, 10th Street Corridor Study, St. Cloud, FL.

Lake-Sumter MPO, US 301 Complete Streets Study, Wildwood, FL.



Mark Suarez, PE
Transportation Engineer
Orlando, FL

Mark served for over five years on the City of Orlando Municipal Planning Board and specializes in Complete Streets and trails. He has successfully completed a wide variety of projects in final design, concept development and planning over the past 16 years.

EDUCATION

University of Central Florida, BS, Civil Engineering, 2009

REGISTRATIONS & MEMBERSHIPS

Professional Engineering, FL No. 76977

RELEVANT EXPERIENCE

MetroPlan Orlando, Silver Star Road Complete Streets Study, Ocoee, FL.

City of Altamonte Springs, Springs Oaks Blvd Speed Management Pilot Design, Altamonte Springs, FL.

City of Casselberry, Winter Park Drive, Casselberry, FL.

City of Orlando, Downtown Gap Study and Concept Design, Orlando, FL.

City of Gainesville, University Avenue and 13th Avenue, Gainesville, FL.

Lake-Sumter MPO, US 301 Complete Streets Study, Wildwood, FL.



Rick Cintron, PE
Transportation Engineer
Orlando, FL

Rick has 17 years of experience specializing in the design, analysis and permitting of roadway drainage and stormwater management facilities and has designed projects for many counties in Florida as well as a number of FDOT Districts.

EDUCATION

University of Central Florida, ME, Civil Engineering, 2009
University of Central Florida, BE, Civil Engineering, 2007

REGISTRATIONS & MEMBERSHIPS

Professional Engineer, FL No. 76423

RELEVANT EXPERIENCE

City of Altamonte Springs, Springs Oaks Blvd Speed Management Pilot Design, Altamonte Springs, FL.

City of Casselberry, Central Connectivity Phase 1, Casselberry, FL.

City of Orlando, Edgewater Drive Complete Streets, Orlando, FL.

City of Orlando, Bike Gap Final Design, Orlando, FL.

Greater Orlando Aviation Authority, General Planning Consultant, Orlando, FL.

Seminole County, Rolling Hills Area Corridor Enhancement Study, Seminole County, FL.



Tyler Valila, PE
Transportation Engineer
Orlando, FL

Tyler provides technical analysis and support assistance on a variety of projects including multi-use trails and complete streets. He is skilled at both traffic analysis and concept development.

EDUCATION

University of Florida, ME, Civil Engineering, 2017
University of Massachusetts-Lowell, BS, Civil Engineering, 2016

REGISTRATIONS & MEMBERSHIPS

Professional Engineer, FL

RELEVANT EXPERIENCE

MetroPlan Orlando, Silver Star Road Complete Streets Study, Ocoee, FL.

City of Altamonte Springs, Springs Oaks Blvd Speed Management Pilot Design, Altamonte Springs, FL.

City of Orlando, Bicycle Beltway Downtown Gap Study and Concept Design, Orlando, FL.

Seminole County, Rolling Hills Area Corridor Study, Longwood, FL.

Lake-Sumter MPO, US 301 Complete Streets Study, Wildwood, FL.

FDOT D5, General Planning Consultant, Districtwide, FL.

River to Sea TPO, General Planning Consultant, Volusia County, FL.



Crystal Odoh, EI
Concept Designer
Orlando, FL

Crystal has drafted and designed conceptual and landscape plans including bicycle and pedestrian infrastructure and features (trail and landscape designs according to state and national standards) and provides support with report and feasibility studies. She is familiar with Microstation and OpenRoads Designer/Conceptual Station, AutoCAD, Adobe, SketchUp and 3DSMax.

EDUCATION

University of Central Florida, BS, Civil Engineering, 2019

REGISTRATIONS & MEMBERSHIPS

Engineer in Training

RELEVANT EXPERIENCE

MetroPlan Orlando, Silver Star Road Complete Streets Study, Ocoee, FL.

MetroPlan Orlando, 10th Street Corridor Study, St. Cloud, FL.

Lake-Sumter MPO, General Planning Consultant, Lake and Sumter counties, FL.

Seminole County, Rolling Hills Area Corridor Study and Design, Longwood, FL.



Magued Hanna, RLA, AICP, LEED AP-ND
Landscape Architect
Orlando, FL

Mag is a professional landscape architect and urban designer with a strong engineering background. His education and work experience cover the aspects of planning, engineering and beautification of creating communities and improving environments.

EDUCATION

University of Central Florida, MS, Transportation Systems Eng., 2019
Florida International University, MLA, 2013; Cairo University, BS, Urban and Regional Planning, 1995

REGISTRATIONS & MEMBERSHIPS

Professional Landscape Architect, FL; American Institute of Certified Planners; LEED AP Neighborhood Development

RELEVANT EXPERIENCE

City of Orlando, Continuing Transportation Planning, Orlando, FL.

City of Orlando, Downtown Connector Trail, Orlando, FL.

City of Orlando, Edgewater Drive Complete Streets, Orlando, FL.

MetroPlan Orlando, 10th Street Corridor Study, St. Cloud, FL.

Lake-Sumter MPO, US 301 Complete Streets Study, Wildwood, FL.

Lake-Sumter MPO, Innovation Trail, Mt. Dora, FL.



Laura Agudelo
Transportation Planner
Orlando, FL

Laura has a background in planning and engineering design with experience in a diverse range of software programs including MicroStation, AutoCAD, Adobe and Microsoft Office.

EDUCATION

University of Central Florida, MS, Urban and Regional Planning, 2024

University of Central Florida, BS, Integrative General Studies, 2022

REGISTRATIONS & MEMBERSHIPS

N/A

RELEVANT EXPERIENCE

Orange County, Continuing Transportation Planning Consultant, Orange County, FL.

City of Orlando, Southwest Orlando Bike / Ped Study, Orlando, FL.

City of Orlando, Edgewater Drive Complete Streets, Orlando, FL.

City of Gainesville, University Ave. and 13th Corridor Study, Gainesville, FL.

MetroPlan Orlando, 10th Street Corridor Study, St. Cloud, FL.

Lake-Sumter, MPO, Leesburg East and West Main Street Complete Streets Plan, Leesburg, FL.



Michele Brennan
Public Involvement Project Manager
Orlando, FL

Michele has more than 25 years' experience in developing programs that demonstrate the power of messaging and the importance of community engagement. This includes leading public involvement programs, creating education and marketing campaigns, facilitating trainings and building public relations strategies.

EDUCATION

Webster University, Master of Public Administration, 1998

High Point University, BA, Sociology, 1993

REGISTRATIONS & MEMBERSHIPS

Florida Public Relations Association

RELEVANT EXPERIENCE

MetroPlan Orlando, 2045 Metropolitan Transportation Plan, Orange, Seminole and Osceola counties, FL.

FDOT D5, Public Engagement Plan, Districtwide, FL.

FDOT, Target Zero Safety Initiative, Statewide, FL.

Orange County, I-Drive Feasibility and Technology Assessment / I-Drive Transit Study, Orange County, FL.

City of Tampa, PURE Strategic Communication Services, Tampa, FL.

Broward MPO, Speak Up Broward, Broward County, FL.



Stephen Alianiello

Public Involvement Project Manager
Orlando, FL

With a decade of experience providing clients with outreach and engagement strategies as well as fostering multimodal solutions, Stephen has developed trusted relationships with FDOT, local governments, transit agencies, local planning agencies and prominent businesses throughout Florida.

EDUCATION

University of Central Florida, MBA, 2006
University of Central Florida, BS, Management, 2004

REGISTRATIONS & MEMBERSHIPS

N/A

RELEVANT EXPERIENCE

City of Casselberry, Central Connectivity Phase 1, Casselberry, FL.
City of Orlando, Edgewater Drive Complete Streets, Orlando, FL.
Lake-Sumter MPO, Leesburg East and West Main Street Complete Streets Plan, Leesburg, FL.
Orange County, All American Boulevard, Orange County, FL.
Seminole County, Rolling Hills Area Corridor Study and Design, Longwood, FL.
Space Coast TPO, Public Involvement Support, Brevard County, FL.



Maurene Balmaseda

Public Involvement Project Manager
Fort Lauderdale, FL

Maurene's broad background as a dynamic communicator, planner and public outreach specialist includes facilitating complex NEPA public involvement processes for multi-million dollar NEPA studies, crafting educational campaigns, various transportation planning document development and organization management consulting.

EDUCATION

Florida State University, BS, Environmental Studies, 2011

REGISTRATIONS & MEMBERSHIPS

Certificate, Urban and Regional Planning

RELEVANT EXPERIENCE

FDOT D4, Districtwide Transit Corridor Planning, Districtwide FL.
City of Ocala, Transit Development Plan 10-Year Update, Ocala, FL.
Broward MPO, Complete Streets Community Engagement, Broward, FL.
Broward MPO, Speak Up Broward Phase 2, Broward, FL.
Emerald Coast Regional Council, Transportation Alternatives Program Management, Florida Panhandle.
FDOT D4, I-95 at Broward Blvd. PD&E Study, Broward County, FL.



Trinity Otero

Creative Design Director
Orlando, FL

Trinity has 20 years of experience and is a member of HDR's Strategic Communications team. As the former Graphics and Brand Supervisor for the City of Orlando, Trinity has led creative teams made up of professional photographers, videographers and graphic designers.

EDUCATION

Valencia College, AS, Graphic Design, 2003

REGISTRATIONS & MEMBERSHIPS

N/A

RELEVANT EXPERIENCE

City of Orlando, Downtown Connector Trail, Orlando, FL.
City of Ormond Beach, Avalon Park Traffic Impact Analysis, Ormond Beach, FL.
Orange County, I-Drive Feasibility and Technology Assessment / I-Drive Transit Study, Orange County, FL.
MetroPlan Orlando, 10th Street Corridor Study, St. Cloud, FL.
FDOT D5, Public Engagement Plan, Districtwide FL.
City of Clearwater, Clearwater 2045 Comprehensive Plan Update, Clearwater, FL.



Ezri Ruiz

Graphic Designer
Orlando, FL

Ezri is a graphic designer that approaches projects with out-of-the-box thinking to create designs and messaging that appeal to a diverse audience. Ezri provides critical thinking to the development of concepts and graphics through clear communication.

EDUCATION

University of Central Florida, BA, Graphic Design, 2021

REGISTRATIONS & MEMBERSHIPS

N/A

RELEVANT EXPERIENCE

City of Orlando, Edgewater Drive Complete Streets, Orlando, FL.
MetroPlan Orlando, 10th Street Corridor Study, St. Cloud, FL.
Space Coast TPO, General Planning Consultant, Brevard County, FL.
Orange County, Transportation Initiative, Orange County, FL.
Broward MPO, Community Engagement, Broward County, FL.
FDOT, Target Zero Safety Initiative, Statewide FL.
Okaloosa County, Northwest Crestview Bypass Feasibility Study, Crestview, FL.



Joanne Casals
Graphic Designer
Orlando, FL

Joanne has 18 years of graphic design experience and provides support for project proposals, info-graphic materials, presentations, logo design, interactive design and is very detail oriented and strives for perfection.

EDUCATION

International Academy of Design and Tech., AS, Graphic Design, 2004

REGISTRATIONS & MEMBERSHIPS

N/A

RELEVANT EXPERIENCE

City of Orlando, Downtown Gap Study, Central FL.

MetroPlan Orlando, Tracking the Trends, Central FL.

City of Orlando, Bicycle Beltway Downtown Gap Study and Concept Design, Orlando, FL.

Lake-Sumter MPO, Safe Access to Schools, Lake County, FL.

Orange County, American with Disabilities (ADA) Transition Plan, Orange County, FL.

MetroPlan Orlando, Health Strategic Plan, Central FL.

Osceola County, Simpson Road PD&E Study, Osceola County, FL.

Broward County, Speak Up Broward! Phase 2, Broward County, FL.



Michael Schmedt, GISP
Senior GIS Analyst
Orlando, FL

Michael is HDR's Transportation Geospatial Services Director and has a wide range of experience using Esri GIS software to develop decision support systems, perform spatial/environmental impact analyses, and create custom interactive mapping systems and complex thematic maps.

EDUCATION

University of Cologne (Germany), MS, Geography, 2002

REGISTRATIONS & MEMBERSHIPS

Certified Geographic Information Systems Professional

RELEVANT EXPERIENCE

MetroPlan Orlando, GIS Technical Assistance, Central FL.

Orange County, Continuing Transportation Planning Consultant, Orange County, FL.

Lake-Sumter MPO, General Planning Consultant, Lake and Sumter counties, FL.

FDOT District 5, TransPed - An Interactive Pedestrian and Bicycle Planning Tool, Districtwide FL.

FDOT District 5, TransPed - An Interactive Transportation Planning Portal, Districtwide FL.



Cheryl Isenberg, GISP
Senior GIS Analyst
Orlando, FL

Cheryl is a GIS analyst with over 17 years of experience in the ESRI environment. Cheryl has worked in several fields developing and adapting her skills to accomplish tasks for clients in an organized and efficient manner.

EDUCATION

University of New Orleans, BA, Geography, 2005

REGISTRATIONS & MEMBERSHIPS

Certified Geographic Information Systems Professional

RELEVANT EXPERIENCE

MetroPlan Orlando, GIS Assistance, Central FL.

MetroPlan Orlando, Tracking the Trends, Central FL.

City of Orlando, Bicycle Beltway Downtown Gap Study and Concept Design, Orlando, FL.

City of Gainesville, University Ave. and 13th Corridor Study, Gainesville, FL.

MetroPlan Orlando, 10th Street Corridor Study, St. Cloud, FL.

Lake-Sumter, MPO, Leesburg East and West Main Street Complete Streets Plan, Leesburg, FL.



Richard Littlefield, GISP
Senior GIS Analyst
Orlando, FL

Richard has utility, mobile project development, ArcGIS Online web application development, and database development experience. Richard also has Esri, ArcGIS, Desktop and Enterprise experience establishing and deploying environments.

EDUCATION

University of West Florida, BS, Environmental Science / Natural Science, 2011

REGISTRATIONS & MEMBERSHIPS

Certified Geographic Information Systems Professional

RELEVANT EXPERIENCE

City of Orlando, Continuing Transportation Planning and Engineering Services, Orlando, FL.

Orange County, Continuing Transportation Planning and Engineering Services, Orange County, FL.

MetroPlan Orlando, GIS Assistance, Central FL.

MetroPlan Orlando, Transportation Improvement Program Web Map, Central FL.



Brian Waterman, AICP
Senior Transit Planner
Tallahassee, FL

Brian has over 20 years' experience in growth management, transportation and transit planning, transit operations, budget development, and outreach with a broad range of internal and external stakeholders and community partners.

EDUCATION

Florida State University, MS, Urban Planning, 2005
Florida State University, BS, Geography/Planning, 2001

REGISTRATIONS & MEMBERSHIPS

American Institute of Certified Planners

RELEVANT EXPERIENCE

Orange County, I-Drive Feasibility and Technology Assessment / I-Drive Transit Study, Orange County, FL.

Bay Town TPO, Bay Town Trolley GPC, Panama City, FL.

Forward Pinellas, US 19 Corridor Express Bus Authority, Pinellas County, FL.

FDOT Central Office, Transit Model Support Consultant, Statewide FL.

FDOT Central Office, Statewide Strategic Intermodal System Planning, Statewide FL.



Micah Gilliom, AICP
Transit Planner
Orlando, FL

Micah is experienced in transit safety and security, land use, environmental corridor, multimodal and transit planning, and roadway design. His experience includes extensive knowledge in transit safety and security as well as oversight and FTA grants management.

EDUCATION

Rollins College, BA, Growth Management, 2009
Bowie State University, BS, Sociology, 1996

REGISTRATIONS & MEMBERSHIPS

American Institute of Certified Planners

RELEVANT EXPERIENCE

FDOT D4, Transit Corridor Planning, Districtwide FL.

FDOT D5, LPGA Boulevard Interchange PD&E Study, Volusia County, FL.

FDOT D2, Transit Development Plan Reviews, Districtwide FL.

FDOT Central Office, Freight and Logistics Consultant, Districtwide, FL.

FDOT D2, Districtwide Public Transit Consultant - Grant Program, Districtwide, FL.



Victor Muchuruza, PhD, PE, PTOE
Senior Engineer
Orlando, FL

Victor has progressive knowledge and 25 years of experience in project management, transportation engineering principles and practices for planning, environmental impact analysis, designing and operating of transport infrastructure systems.

EDUCATION

Florida State University, Ph.D., Civil Engineering, 2006
Florida State University, MS, Civil Engineering, 2003

REGISTRATIONS & MEMBERSHIPS

Professional Engineer, FL; Professional Traffic Operations Engineer

RELEVANT EXPERIENCE

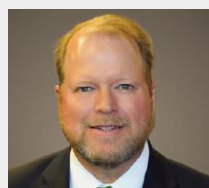
Okaloosa County, Northwest Crestview Bypass Feasibility Study, Okaloosa County, FL.

FDOT D5, LPGA Boulevard Interchange PD&E Study, Volusia County, FL.

FDOT D5, Continuing PD&E Support Services, Districtwide FL.

FDOT Central Office, Coast to Coast Trail Crossing Traffic Control Assessment, Various Counties FL.

FDOT Central Office, Connected and Automated Vehicle General Engineering Consultant, Statewide FL.



Brad Thoburn
Senior Planner
Jacksonville, FL

Brad has a record of accomplishments, leadership and innovation as a transportation executive with 30+ years of experience in multimodal transportation planning, capital programs, policy development and government relations. His multimodal experience includes transit, rail, seaports, aviation and space program development.

EDUCATION

Washington and Lee University, BA, Politics, 1992

REGISTRATIONS & MEMBERSHIPS

N/A

RELEVANT EXPERIENCE

West Florida Regional Planning Council, Bay County Transit Major Policy Updates, Bay County, FL.

FDOT D5, Funding Strategy, Districtwide FL.

Florida Rail Enterprise (FRE) FDOT, Assistant Secretary for Strategic Development/Interim Executive Director*, Statewide FL.

Jacksonville Transit Authority, Vice President of Planning / Development and Innovation*, Jacksonville, FL.

*Experience outside of HDR

Firm / Employee Certifications and Registrations



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Detail by Entity Name

Foreign Profit Corporation
HDR ENGINEERING, INC.

Filing Information

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FEI/EIN Number 47-0680568
Date Filed 06/20/1985
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Principal Address

1917 S. 67th Street
Omaha, NE 68106

Changed: 05/28/2020

Mailing Address

1917 S. 67th Street
Omaha, NE 68106

Changed: 05/28/2020

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324



Home

5:22:41

Licensee Details

Licensee Information

Name: HDR ENGINEERING, INC. (Primary Name)
Main Address: 1917 S. 67TH STREET
OMAHA Nebraska 68106
County: OUT OF STATE
License Mailing:
LicenseLocation:

License Information

License Type: Registry
Rank: Registry
License Number: 4213
Status: Current
Licensure Date: 08/16/1985

Licensee Information

Name: SALKAPURAM, HARI P. (Primary Name)
Main Address: 315 E ROBINSON STREET
SUITE 400
ORLANDO Florida 32801
County: ORANGE

License Information

License Type: Professional Engineer
Rank: Prof Engineer
License Number: 79663
Status: Current,Active
Licensure Date: 07/28/2015
Expires: 02/28/2025



Nickalus Lepp, AICP CTP

APA ID: 145875

AICP Membership: Expires 12/31/2023

AICP Start Date: 08/29/2007

AICP Certification #: 021835

Transportation Professional Certification Board, Inc.

certifies that

Hari P. Salkapuram

*has met all of the requirements established by the Certification Board
to use the title of*

Professional Traffic Operations Engineer

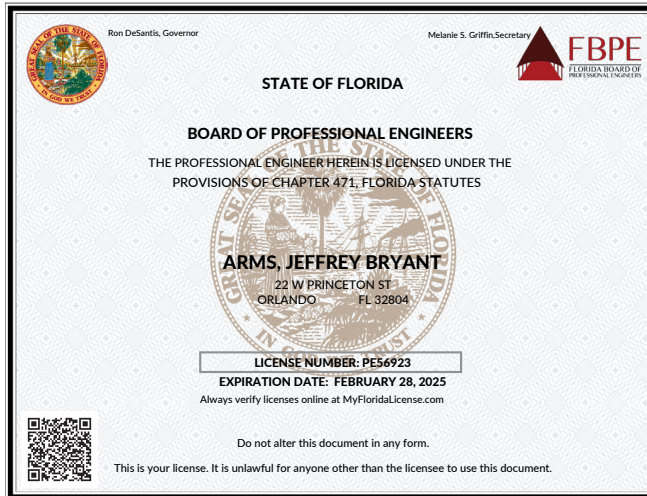
*unless withdrawn by the Certification Board and subject to the provisions for renewal.
Certificate number 5116 issued in Washington, DC, U.S.A*

8/3/2021

Deborah Snyder
Chair



Jeffrey F. Panati
Executive Director



Transportation Professional Certification Board, Inc.

certifies that
Jeffrey Bryant Arms
has met all of the requirements established by the Certification Board to use the title of
PROFESSIONAL TRAFFIC OPERATIONS ENGINEER
Unless withdrawn by the Certification Board this certificate number 1216 issued in Washington, D.C. will remain valid for three years from November 19, 2003

Eugene M. Hony
Chair



James W. D.
Executive Director

The American Institute of Certified Planners

The Professional Institute of the American Planning Association

hereby qualifies

Jeffrey Bryant Arms

as a member
with all the benefits
of a Certified Planner and
responsibility to the
AICP Code of Ethics
and Professional Conduct.

Certified Planner Number: 018217

July 1, 2003

Daniel Laubier
PRESIDENT

Paul Fan
EXECUTIVE DIRECTOR



THE AMERICAN INSTITUTE OF CERTIFIED PLANNERS

STEVEN W. SCHUKRAFT

Has qualified as a

Member

with all benefits of a Certified Planner and responsibility to the
AICP Code of Ethics and Professional Conduct.

Membership Certificate Number 015562

July 1, 2000

Steven W. Schukraft
President

Paul Fan
Executive Director



Licensee Information

Name:	FERRELL, STEPHEN J (Primary Name)
Main Address:	10905 ELWOOD TERRACE HOWEY-IN-THE-HILLS Florida 34737
County:	LAKE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	46814
Status:	Current, Active
Licensure Date:	05/06/1993
Expires:	02/28/2025

LICENSEE DETAILS

Licensee Information

Name:	WIESENFELD, MATTHEW TORR (Pri
Main Address:	1500 DELANEY AVENUE ORLANDO Florida 32806
County:	ORANGE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	73065
Status:	Current,Active
Licensure Date:	06/04/2011
Expires:	02/28/2025

Special Qualifications

Special Qualifications	Qualification Effective
Civil	01/26/2011

Matthew Torr Wiesenfeld, AICP

as a member with all the benefits of a Certified Planner
and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number
027585

Paul Farmer
Paul Farmer, FAICP
Chief Executive Officer

Lee Brown
Lee Brown, FAICP
President



LICENSEE DETAILS

Licensee Information

Name:	FERGUSON, MEGAN MCGINLEY
Main Address:	826 GARDEN PLAZA ORLANDO Florida 32803
County:	ORANGE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	90839
Status:	Current,Active
Licensure Date:	02/16/2021
Expires:	02/28/2025

Special Qualifications

Special Qualifications	Qualification Effective
Civil	02/16/2021



Nathan Hicks, AICP

APA ID: 279725

AICP Membership: Expires 12/30/2023

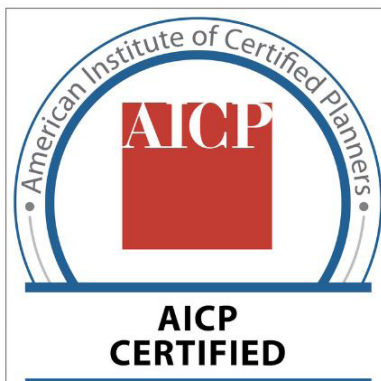
AICP Start Date: 06/20/2018

AICP Certification #: 030743



This badge was issued to [Megan McGinley Ferguson](#) on August 04, 2022

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AICP Certified

Issued by [American Institute of Certified Planners \(AICP\)](#)

AICP-certified planners have a high level of expertise, knowledge, and ethical commitment to best serve communities. They have deep planning knowledge and significant professional achievements, including demonstrating responsibility and resourcefulness while applying a planning process, evaluating multiple impacts to a community, and influencing public decision making in the public interest. They pledge to uphold ethical standards of practice and continuously pursue professional education.

LICENSEE DETAILS

Licensee Information

Name:	KRZEMINSKI, JAMES M. (Primary Name)
Main Address:	942 CAMELLIA AVE. WINTER PARK Florida 327890000
County:	ORANGE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	56143
Status:	Current,Active
Licensure Date:	07/25/2000
Expires:	02/28/2025



The Transportation Professional Certification Board

Certifies that

Mr. James M. Krzeminski, P.E., PTOE
successfully renewed the Professional Traffic Operations Engineer® certification

Original Certification Date: 8/17/2004

Certification Valid Through: 8/17/2025

Jeffrey F. Paniati,
Executive Director and CEO

Joseph C. Balskus, P.E., PTOE, RSPI
TPCB Chair

Certification Number: 1403

Alexandra Laporte, AICP

APA ID: 368254

AICP Membership: Expires 06/29/2024

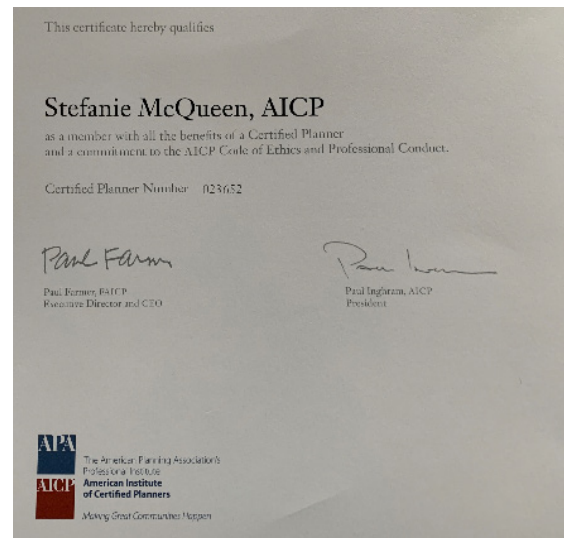
AICP Start Date: 08/02/2022

AICP Certification #: 34270

CM Reporting Period Ends: 12/31/2025

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Badges



Cory H. Wilkinson, AICP CEP



APA ID: 183265
Email: cory.wilkinson@hdrinc.com
Member Type: Regular Member
Profile Status: Visible only to other members
[Edit Profile](#)

APA Membership: Expires 12/31/2023
Primary Chapter: FL | Expires 12/31/2023

AICP Membership: Expires 12/31/2023
CM Reporting Period Ends: 12/31/2023
CM Grace Period Ends: 04/30/2024

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Melissa Porcaro

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 34277



This certificate hereby certifies

Joel Albizo
Joel Albizo, FASAE, CE
Chief Executive Director

Mitchell J. Silver
Mitchell J. Silver
President

Micah Wade Gilliom, AICP

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 024871

Paul Farmer

Paul Farmer, FAICP
Executive Director and CEO

Paul Inghram

Paul Inghram, AICP
President

LICENSEE DETAILS

Licensee Information

Name: SUAREZ, MARK WILLIAM (Primary Name)
Main Address: 11 W YALE STREET
ORLANDO Florida 32804
County: ORANGE

License Information

License Type: Professional Engineer
Rank: Prof Engineer
License Number: 76977
Status: Current,Active
Licensure Date: 01/17/2014
Expires: 02/28/2025

Special Qualifications

Civil Qualification Effective 06/27/2013

LICENSEE DETAILS

Licensee Information

Name: CINTRON, RICARDO A. (Primary Name)
Main Address: 509 LAKE COMO CIR
ORLANDO Florida 32803
County: ORANGE

License Information

License Type: Professional Engineer
Rank: Prof Engineer
License Number: 76423
Status: Current,Active
Licensure Date: 08/02/2013
Expires: 02/28/2025

LICENSEE DETAILS

Licensee Information

Name: ODOH, CRYSTAL UCHECHI
Main Address: 335 N MAGNOLIA AVE
APT 1315
ORLANDO Florida 32801
County: ORANGE

License Information

License Type: Engineering Intern
Rank: Eng Intern
License Number: 1100024028
Status: Current
Licensure Date: 09/14/2020

Licensee Information

Name: VALILA, TYLER JAMES (Primary Name)
Main Address: 895 GEORGIA AVE
LONGWOOD Florida 32750
County: SEMINOLE

License Information

License Type: Professional Engineer
Rank: Prof Engineer
License Number: 90792
Status: Current,Active
Licensure Date: 02/16/2021
Expires: 02/28/2025

Brian Waterman

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 021136



Joel Albizo
Joel Albizo, FASAE, CE
Chief Executive Director

Mitchell J. Silver
Mitchell J. Silver, FAICP
President



Verify: <https://www.credly.com/go/gnzM11C7>

Licensee Information

Name:	MUCHURUZA, VICTOR FELICIAN (Primary)
Main Address:	15222 SUNRISE GROVE CT WINTER GARDEN Florida 34787
County:	ORANGE
License Mailing:	15222 SUNRISE GROVE CT WINTER GARDEN FL 34787
County:	ORANGE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	69194
Status:	Current, Active
Licensure Date:	01/29/2009
Expires:	02/28/2025

Name	Cert Number	Zipcode	
Cheryl Isenberg	64304	32707	GIS Analyst

Transportation Professional Certification Board Inc.

certifies that

Victor F. Muchuruza

*has met all of the requirements established by the Certification Board
to use the title of*

PROFESSIONAL TRAFFIC OPERATIONS ENGINEER

*unless withdrawn by the Certification Board and subject to the provisions for renewal.
Certificate number 2787 issued in Washington, D.C., U.S.A.
December 1, 2009*

Steven D. Hofener
Chair



James W. H. H.
Executive Director



Richard Littlefield

*has met the standards for ethical conduct and professional practice as established by the
GIS Certification Institute for recognition as a*

**Certified Geographic Information Systems (GIS)
Professional (GISP)**

and is therefore entitled to all the rights and privileges thereunder.

*This grant of certification shall expire or be deemed inactive on 6/25/2023
unless, by that date, the individual shall have successfully completed recertification.*

Certification Number 67969 Date of Initial Certification 6/25/2015

Martin Roche

*Martin Roche, GISP
GISCI President*

Bill Hodge

*Bill Hodge, GISP
GISCI Executive Director*



Michael Schmedt

*has met the standards for ethical conduct and professional practice as established by the
GIS Certification Institute for recognition as a*

**Certified Geographic Information Systems (GIS)
Professional (GISP)**

and is therefore entitled to all the rights and privileges thereunder.

*This grant of certification shall expire or be deemed inactive on 6/25/2019
unless, by that date, the individual shall have successfully completed recertification.*

Certification Number 63147 Date of Initial Certification 6/25/2009

Martin Roche

Bill Hodge

Ron DeSantis, Governor	Melanie S. Griffin, Secretary
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF LANDSCAPE ARCHITECTURE	
LICENSE NUMBER: LA6667254 EXPIRATION DATE: NOVEMBER 30, 2023	
THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES	
HANNA, MAGUED M 3519 POTANOW CT ORLANDO FL 32837	
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Magued Hanna, AICP

APA ID: 289039

AICP Membership: Expires 12/30/2023

AICP Start Date: 12/08/2020

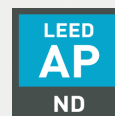
AICP Certification #: 32832

Badges



CM Reporting Period Ends: 12/31/2023

The American Institute of Certified Planners provides the only nationwide, independent verification of planners' qualifications. Certified planners pledge to uphold high standards of practice, ethics, and professional conduct, and to keep their skills sharp and up to date by continuously pursuing advanced professional education.



10738847-AP-ND

CREDENTIAL ID

14 NOV 2013

ISSUED

12 NOV 2023

VALID THROUGH

GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT

Magued Hanna Barsoum

HAS ATTAINED THE DESIGNATION OF

LEED AP® Neighborhood Development

by demonstrating the knowledge and understanding of
green building practices and principles needed to
support the use of the LEED® green building program.

Peter Tompkins

PETER TOMPKINS
PRESIDENT & CEO
U.S. GREEN BUILDING COUNCIL & GREEN BUSINESS CERTIFICATION INC.

Professional Qualifications for our Subconsultant Partner

Our goal is to always provide our clients with the best possible consulting resources. We do this by specifically selecting subconsultant teaming partners for the services required on each project. After thoroughly reviewing the RFQ and scope for this contract, it was determined that the vast majority of the scope could and should be handled in-house by HDR staff. Therefore, we developed our team to include only one subconsultant partner, making HDR a “one stop shop” for the City of Ocoee.



QUALITY COUNTS, LLC

Data Collection

8407 Laurel Fair Circle Suite 400
Tampa, FL 33610

Quality Counts, LLC (QC) is a nationwide full-service transportation data collection firm with more than 130 employees in 12 offices across the United States. QC was founded in 2003 in Portland, OR to meet the need for a local, dedicated traffic data vendor. Over the past 20 years, QC has leveraged its specialized commitment to exceptional customer service, quality products, and innovative technology to become one of the most respected, industry-leading transportation data collection firms in the country. QC’s processes are rooted in a customer-first, transparent business model that maximizes project efficiency and reporting accuracy.

QC believes in always striving to improve. Their system of data collection evolves with deliberate intent to advance the transportation data industry. With more than 200,000 studies on their resume, QC is a trusted source of data and collection program development for numerous DOTs, counties, cities, MPOs, COGs, private sector clients, FHWA, and the National Cooperative Highway Research Program (NCHRP). In fact, their data collection methods are so accurate that they are often used to establish “ground truth” corroborative data sets in nationwide studies of survey methodologies and technologies.

QC’s vast experience is made possible through the use of state-of-the-art hardware, software, and proven processing methods. We maintain a high level of industry-specific knowledge and cutting edge technology to allow us to deliver solutions catered to unique transportation challenges.



Rodrikas Jones

Data Collection Manager
Tampa, FL

Rodrikas has 16 years of experience in transportation data collection projects. He has acted as QC’s Project Manager for turning movement counts, tube counts, parking occupancy and inventory studies, and origin-destination studies.

EDUCATION

University of Central Florida, Health Service Administration

REGISTRATIONS & MEMBERSHIPS

ITE Florida

RELEVANT EXPERIENCE

Orange County, Continuing Professional Svs. for Annual Traffic Count, Orange County, FL.

FDOT Central Office, Intersection Data Collection and Reporting Services, Statewide, FL.

FDOT D7, Traffic Count Support for SIS Study, Statewide, FL.

Space Coast TPO, Traffic Counts Program, Brevard County, FL.

City of Alexandria, Parking Study, Alexandria, VA.



Erin Martineau

Data Processing Manager
Tampa, FL

Erin has nine years of experience and oversees the internal operations of all data collection projects performed at QC. Her team supervises the accurate and efficient collection of manual count data from various data sources. She has experience conducting nearly every study completed at QC.

EDUCATION

University of Southern Mississippi, MS & BS, Mathematics, Hattiesburg, MS

REGISTRATIONS & MEMBERSHIPS

International ITE

RELEVANT EXPERIENCE

Space Coast TPO, Traffic Counts Program, Brevard County, FL

City of Durham/DCHC MPO, Data Collection On-Call, Durham, NC

NC DOT, On-Call Data Collection, Statewide, FL.

City of Raleigh, Hillsborough St. Bike/Pedestrian Volume Study, Raleigh, NC.

Charlotte Regional Transportation Planning Organization, Data Collection On-Call, Charlotte, NC



Tab 2

Experience and References

Similar Work

We believe in helping our clients arrive at creative solutions to meet the challenges inherent in transportation systems. Our professionals are experienced leaders in all areas of transportation planning.

HDR has successfully completed numerous similar projects for MPOs, TPOs, FDOT and local, regional and state agencies within the past three years. These projects have covered a wide variety of transportation planning services. Of special note is the number of continuing services contracts HDR has, or has held, and the length of these contracts. Being selected to serve valued clients is a privilege that we take seriously. The majority of our work comes from repeat clients, which speaks to the quality of the work products HDR provides.



Seminole County, Rolling Hills Community Study



City of Altamonte Springs, Hermits Trail



Lake-Sumter MPO, Safe Schools Walking Audit

List of Florida Current Continuing Services Contracts

FDOT

- Central Office (CO), Strategic Intermodal Systems
- CO, Transportation Data Support
- CO, Freight and Modal Data Support
- CO, Systems Management GPC
- CO, Transit Modal Support
- CO, Connected & Automated Vehicle GEC
- CO, Electric Vehicle GEC
- D2, General Planning Consultant
- D2, Districtwide Public Transportation
- D3, Districtwide Traffic Studies
- D4, Districtwide PD&E and ETDM
- D5, Continuing Services PD&E and Planning
- D5, Innovative Multimodal Corridors
- D5, Districtwide Freight Planning
- D5, D6 and D7, GEC
- D7, Innovative Intersections and Interchanges

Municipal / Other

- City of Orlando, Continuing Planning Services
- City of Altamonte Springs, Continuing Transportation Services
- City of Casselberry, Continuing Transportation Services
- City of Ormond Beach, Continuing Transportation Services
- Brevard County, Continuing Engineering Services
- Orange County, Transportation Planning Consultant
- Osceola County, Continuing Transportation Planning & Engineering
- Seminole County, Continuing Transportation Services
- Greater Orlando Aviation Authority (GOAA), Transportation Planning Consultant

MPO / TPO contracts

- Broward MPO, General Planning Consultant
- Emerald Coast Regional Council, General Planning Consultant (Florida-Alabama TPO, Okaloosa - Walton TPO, Bay County TPO)
- Forward Pinellas, General Planning Consultant
- Hillsborough MPO, General Planning Consultant
- Lake-Sumter MPO, General Planning Consultant
- MetroPlan Orlando, General Planning Consultant
- River to Sea TPO, General Planning Consultant
- Space Coast TPO, General Planning Consultant

City of Altamonte Springs, Continuing Transportation Planning & Engineering Services

Altamonte Springs, FL

Under our continuing services contract with the City of Altamonte Springs, HDR has completed the following task work orders:

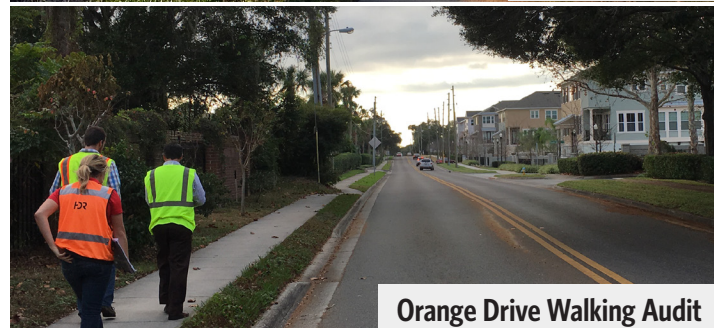
Trail Feasibility Study: Altamonte Springs SunRail Station to Seminole Wekiva Trail - A feasibility study for a new multi-use trail connection between the City's SunRail Commuter Rail Station and the regional Seminole-Wekiva Trail. The feasibility study recommended a preferred alignment and expanded on interest from Florida Hospital to improve connectivity in the area. HDR conducted field reviews with City staff to look for opportunities to connect a variety of neighborhoods and regional destinations across the study area.

Orange Drive Pedestrian Access / ADA Improvement Concept Study and Design - HDR performed a study to improve connectivity in a neighborhood just south of the Altamonte Mall. HDR performed a walking audit of the area and helped determine potential crosswalk options and other possible improvements, such as a new sidewalk and roadway upgrades. HDR also developed final design plans for the improvements.

Springs Oaks Blvd Speed Management Pilot Design - This project aims to reduce vehicular speeds on the corridor from SR 436 to Seminole Wekiva Trail crossing. Through a variety of horizontal deflection, lane shifts, and island installations, lower speeds are anticipated on this corridor and will be verified through a speed study.



SunRail Station



Orange Drive Walking Audit

Original Contract Price: N/A

Final Cost: \$267,568 to date

Reason for overages (if applicable): N/A

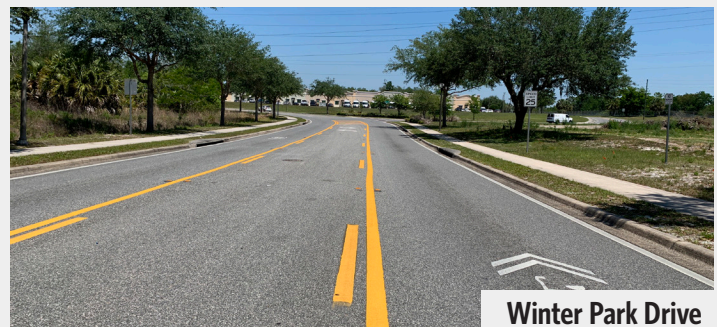
Year Complete: Ongoing

City of Casselberry, Continuing Transportation Services

Casselberry, FL

Winter Park Drive - This TWO based study evaluated opportunities for improved multimodal connections between SR 436 and Crystal Bowl Circle as well as improvements to three signalized intersections. A major focus of the study was the connectivity and safety of pedestrians and bicyclists as well as an analysis of the transit needs of the corridor. Corridor users included golf carts, the disabled, and municipal services. The study presented results to the Seminole County School Officials and the City Commission. This led to trail installation, signal modification plans, and a study that will extend the effort further north along the corridor.

Central Connectivity Phase 1 - The Central Casselberry Connectivity Project proposes to provide improved pedestrian and bicycle facilities along Marigold Road, Hibiscus Road, Palm Drive, and S Winter Park Drive by improving connectivity throughout the grid network, including marked crossings and sidewalk improvements; providing traffic calming treatments and pedestrian signage at all intersections; pedestrian and roadway lighting; widened sidewalks to better connect the proposed Palm Drive shared use path to the existing trailhead at S Winter Park Drive and Marigold Road. The study also evaluated the creation of a "play street" for a block within the study area.



Winter Park Drive



Central Connectivity Play Street Rendering

Original Contract Price: N/A

Final Cost: \$104,806 to date

Reason for overages (if applicable): N/A

Year Complete: Ongoing

City of Orlando, Continuing Transportation Planning & Engineering Services

Orlando, FL

As one of Orlando's transportation consultants, HDR helped the City move forward in addressing key safety and mobility issues for all users of the transportation system and tasks under this contract included:

North Quarter Phase 2 Traffic/Mobility Feasibility Study -

Evaluated the projected traffic impacts of the North Quarter assuming one-way couplet of Orange Ave. and Magnolia Ave. is converted to two-way streets with a cycle track. Evaluated the interaction along the surface streets and with I-4. Projected future year traffic and modeled operations in simulation software.

Downtown Gap Study - HDR worked with the City of Orlando to identify and evaluate the most effective way to complete the bicycle beltway from the Downtown Connector Trail to Gertrude's Walk. A concept plan was developed for the preferred alignment and HDR was subsequently selected for the design of the project.

Roundabout Feasibility Studies - HDR evaluated six locations for potential of intersection reconstruction to roundabouts to facilitate safer operations. The framework was based on national best practices focused on safety, maintaining, or improving operations and constructable design.



Original Contract Price: N/A

Final Cost: \$344,743

Reason for overages (if applicable): N/A

Year Complete: 2021

City of Ormond Beach, Continuing Transportation Services

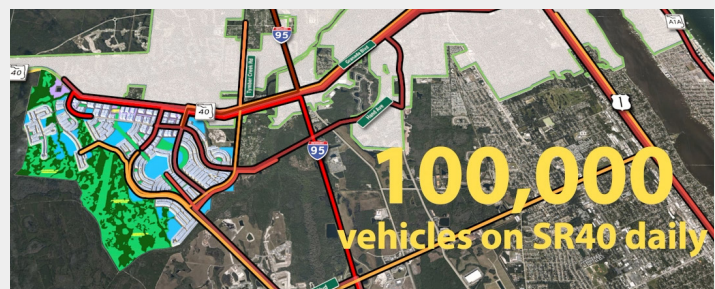
Ormond Beach, FL

HDR has been serving the City of Ormond Beach on a Continuing Transportation Services Consultant contract since 2020.

Avalon Park Development Impact Analysis - HDR provided an independent analysis of a proposed large-scale development just outside the city boundary of Ormond Beach, FL. The development was expected to house ~25,000 new residents, as well as provide 200,000 s.f. of retail and commercial space. The analysis assessed the transportation impacts of ~12,000 new vehicle trips daily, new water services, new municipal services, and new community dynamics. The conclusions were provided to the City of Ormond Beach to support their ongoing negotiations with the developer and other local governments to determine the best course of action. HDR concluded the project with a report documenting these findings as well as a presentation with City staff to concerned residents to connect the community to information.

Other task work orders under this contract include:

- **Ormond Beach Traffic Impact Analysis**
- **Avalon Park Traffic Impact Analysis Review**



Original Contract Price: N/A

Final Cost: \$255,250 to date

Reason for overages (if applicable): N/A

Year Complete: Ongoing

Lake~Sumter MPO, General Planning Consultant

Lake and Sumter Counties, FL

HDR has consecutively held the MPO's continuing transportation planning services contract and has served as an extension of staff since 2007. Under this contract, HDR has completed a wide variety of planning and engineering projects, including:

- TIP Update
- Public Participation Plan
- Disadvantaged Business Enterprise (DBE) Plan
- Limited English Proficiency Plan
- Title VI Nondiscrimination Plan
- US 301/Main Street Complete Streets - Wildwood, FL
- East Avenue Complete Streets - Clermont, FL
- Main Street (East and West) Complete Streets - Leesburg, FL
- SR 44 / Dixie Avenue Complete Streets - Leesburg, FL
- US 27 (14th Street) Complete Streets - Leesburg, FL
- Innovation Trail Study - Mount Dora, FL
- Safe Schools Access Transportation Study (SSATS)



Original Contract Price: N/A

Final Cost: \$1,950,000 to date

Reason for overages (if applicable): N/A

Year Complete: Ongoing

MetroPlan Orlando, General Planning Consultant

Central Florida

HDR was selected as a GPC in 2017 to provide various transportation planning functions relating to MetroPlan Orlando's UPWP. Below are three out of the ~20 task work orders HDR has completed for MetroPlan Orlando under this contract.

Silver Star Road Complete Streets Study - HDR completed the study in coordination with the City of Ocoee. This project has extensive coordination with the City and FDOT. The purpose was to improve travel times while also recommending other improvements to the right-of-way for pedestrians, bicyclists, and freight users.

Tracking the Trends - HDR completely revamped and updated MetroPlan Orlando's Tracking the Trends report to be an interactive immersive experience. It provided context and insights to mobility trends based on past and future growth. Using the ESRI Storymap Platform, users are able to learn how MetroPlan Orlando and its partner agencies set priorities for the transportation system, determine how federal and state funds are invested, and develop transportation solutions.

10th Street Study - In coordination with the City of St. Cloud and Osceola County, HDR developed a set of implementable improvements to enhance multimodal connectivity and accessibility; create a safe and supportive environment for walking and biking; determine recommended safety and multimodal improvements; and consider minor roadway widening, sidewalks, bike lanes, lighting, and drainage improvements.



Original Contract Price: N/A

Final Cost: \$1,529,795 to date

Reason for overages (if applicable): N/A

Year Complete: Ongoing

Orange County, Continuing Transportation Planning Services

Orange County, FL

Under our Continuing Services Contract, HDR has and continues to perform numerous assignments and some of these assignments include:

Transportation Initiative 2022 - HDR supported the County in the development of the Transportation Initiative Report, which served as the basis of the County's Transportation Initiative Ballot Measure for a 1% sales tax.

Complete Streets Policy & Implementation Plan - Developed policy language and a framework to guide implementation of a process for creating safer and more inviting access to the transportation system for all users.

Pedestrian & Bicycle Safety Action Plan - Recommend strategies and actions to specifically target existing pedestrian and bicycle crash issues and patterns with a menu of proven countermeasures.

UCF Traffic Circulation Study - Developed long-term traffic growth and origin-destination patterns for the UCF network and the adjacent Central Florida Research Park. This study relied heavily on strategic StreetLight data analysis.

Osceola County, Continuing Transportation Planning & Engineering Services

Osceola County, FL

HDR has helped the County move forward in addressing key safety and mobility issues for all users of Transportation system. Some of the task work orders HDR has completed under this contract include:

TOD Standards - HDR completed a Land Development Code Update for TOD Station Area Plans for Poinciana and Tupperware SunRail Stations.

Neptune Trail Connectors - The Neptune Road area is the stretch along Neptune Trail that connects to the NeoCity development and downtown Kissimmee. The study involved network analysis, conceptual design and branding and feasibility of improvements along the corridor and NeoCity development, linking US 192 to Kissimmee and St. Cloud.

Trail Feasibility Studies - Evaluated over 70 trail alignments throughout the urbanized area to guide the expansion of the users' multimodal system.

Grant Application Benefit Cost Analysis - Developed the Benefit Cost Analysis for Grant Applications to support the Neptune Rd. construction.



Original Contract Price: N/A

Final Cost: \$2,465,868 to date

Reason for overages (if applicable): N/A

Year Complete: Ongoing



Original Contract Price: N/A

Final Cost: \$2,055,530 to date

Reason for overages (if applicable): N/A

Year Complete: Ongoing

Firm's Current and Projected Workload

The HDR Team has the availability to meet and exceed the expectation of the City of Ocoee throughout this contract. We have demonstrated our team's current and projected availability below. Upon assignment of each task work order, we will enter the information into our work planning process to make sure that our staff will be accessible to City staff, and we will be committed to the successful and timely completion of each task for the duration on this contract.

Should a specific task require additional time from any team member, HDR will adjust individual schedules.

STAFF MEMBER	ROLE	Current Availability	Projected Availability
Nick Lepp, AICP CTP	Project Manager	60%	70%
Hari Salkapuram, PE, AICP	Deputy Project Manager	50%	60%
Jeff Arms, PE, AICP, PTOE, PMP	Project Principal	40%	50%
Steve Ferrell, PE	Quality Officer	40%	50%
Jamie Krzeminski, PE, PTOE	Short Range Planning/Develop. Review Task Lead	60%	70%
Matt Wiesenfeld, PE, AICP	Long Range & Multi. Transp. Planning Task Lead	60%	70%
Alexandra Laporte, AICP	Placemaking, Design & CRA Support Task Lead	50%	60%
Nathan Hicks, AICP	Regional Coordination & Grant Support Task Lead	50%	60%
Steve Schukraft, AICP	Transportation Planner	50%	60%
Stefanie McQueen, AICP	Senior Planner	40%	50%
Sharisse Kenney, AICP	Senior Transportation Planner	40%	50%
Megan Ferguson, PE, AICP	Transportation Planner & Engineer	60%	70%
Cory Wilkinson, AICP	Senior Transportation Planner	60%	70%
Melissa Porcaro, AICP	Transportation Planner	60%	70%
Mark Suarez, PE	Transportation Engineer	50%	60%
Rick Cintron, PE	Transportation Engineer	60%	70%
Tyler Valila, PE	Transportation Engineer	50%	60%
Crystal Odoh, EI	Concept Designer	60%	70%
Mag Hanna, RLA, AICP, LEED AP	Landscape Architect	60%	70%
Laura Agudelo	Transportation Planner	50%	60%
Michele Brennan	Public Involvement Project Manager	60%	70%
Stephen Alianiello	Public Involvement Project Manager	50%	60%
Maurene Balmaseda	Public Involvement Project Manager	60%	70%
Trinity Otero	Creative Design Director	50%	60%
Ezri Ruiz	Graphic Designer	60%	70%
Joanne Casals	Graphic Designer	50%	60%
Michael Schmedt, GISP	Senior GIS Analyst	50%	60%
Cheryl Isenberg, GISP	Senior GIS Analyst	50%	60%
Richard Littlefield, GISP	Senior GIS Analyst	60%	70%
Brian Waterman, AICP	Senior Transit Planner	60%	70%
Micah Gilliom, AICP	Transit Planner	50%	60%
Victor Muchuruza, PhD, PE, PTOE	Senior Engineer	50%	60%
Brad Thoburn	Senior Planner	60%	70%
Rodrikas Jones	Quality Counts	50%	60%
Erin Martineau	Quality Counts	50%	60%

Budget and Schedule Control

For a project to be considered a success, work must be completed on schedule, within budget, and error free. At the start of each task work order, if applicable, our project manager prepares a Project Management Plan (PMP) to document all information necessary to execute a successful project.

The PMP is an internal document that serves as a road map for the project team. The PMP defines project resources and includes client contact information, project description, scope of work, deliverables, budget, administration procedures, and filing requirements.

It also covers communication methods, such as use of intranet sites, electronic documentation, written documentation, and working remotely. The PMP also includes a project-specific Quality Management Plan and a Safety Plan which helps maintain quality and a safe work environment. We use a combination of company-wide developed tools and procedures for delivering consistency in our work, managing internal tasks, maintaining communication, and staying ahead of schedule and under budget. We are always willing to incorporate new methods as our clients and project work dictates.

Effective Project Management

The mainstay of a project is the PMP. The PMP defines the vision; implementation strategy; schedule and budget criteria; and the policies, procedures, and standards for the project.

The PMP is the master reference document for the team and provides guidance to subconsultants engaged throughout the life of the program, from inception through planning, design, and construction. The PMP provides a level of continuity and standardization to facilitate time and cost-effective communications and decision-making.



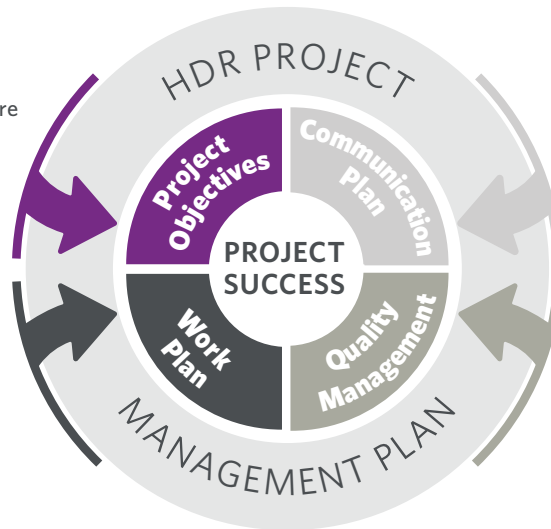
The PMP serves as a formal process for reviewing, evaluating, prioritizing, documenting, approving, implementing, and maintaining all aspects of a project.

SHARE GOALS

- Vision for the Future
- Team Relationships
- Complete Plans
- Determine Resources
- Project Guidelines & Procedures

EXECUTE PROJECT

- Risk Assessment/Project Initiation
- Project Monitoring/Control
- Project Development
- Project Deliverables



EFFECTIVELY COMMUNICATE

- Client Staff
- HDR Management
- Project Team
- Subconsultants
- Stakeholders

MONITOR QUALITY

- Project Planning Review
- Risk Assessments
- QC Checking
- QC Reviews
- Project Reviews

We understand the importance of meeting project schedules

Often the most difficult aspect of a project is keeping it moving forward on schedule. Many projects these days fall victim to gridlock, either from public protest, permitting, loss of leadership and/or loss of momentum or funding. Diligence, flexibility, credibility and tact are needed to work through these potential delays or stopping points. Our proposed project manager understands your policies, procedures, standards of expected work and overall organization structure, and has worked closely on previous projects with many of the staff members assigned to this project.

The PMP includes:

- Program Organization Chart
- Scope Management
- Cost Estimate Requirements
- Communication Plan
- Document Control
- Project Controls Plan
- Procurement Management
- Contract Management
- Engineering Management
- Quality Assurance & Quality Control (QA/QC)
- Environmental, Health & Safety Measures
- Dashboard & Reporting
- Closeout Procedures

Our Value to Your Projects

Innovation is the Key to Success

We know that transportation touches every aspect of life and that innovation is at the forefront of sustainable multimodal planning solutions. Innovation not only helps diversify projects and approaches safety more holistically, but it also demonstrates how we can use forward-thinking tools to improve quality of life and add value to our clients' projects.

An example of how we add value to our clients' transportation projects is when we teamed with MetroPlan Orlando and helped complete their Health Strategic Plan. With the project being one of the first of its kind, HDR and MetroPlan Orlando charted a new path for transportation planning that included health-based goals.

The HDR Team took a true multidisciplinary approach by enlisting our internal experts in the health and research field, synthesized Community Health Impact Plans (CHIPs) and conducted interviews with public health leaders to understand what drives key health outcomes such as life expectancy, mental health status, and prevalence of diseases such as asthma. We then reviewed transportation data to reveal how infrastructure and action lead to mobility outcomes such as travel times and reliability.

We understand that the community around us is constantly changing and growing, so we continue to innovate in this health space by applying the plan framework to MetroPlan Orlando's performance-based planning process and to vulnerable user assessments.



National Presence and Resources

Not only do we have our local staff of transportation planners, GIS and strategic communication professionals, but we also have a network of staff throughout the country partnering with our clients to address the transportation issues in nearly every urban metropolitan area. Our team is continually collaborating across the network to share experiences, expertise and innovative approaches that we can share with our clients.

HDR strives to provide services that add value to the mobility of people, goods and commerce, and to recommend investments that can implement these objectives.

Client References

CITY OF CASSELBERRY | CONTINUING TRANSPORTATION PLANNING & ENGINEERING SERVICES

Casselberry, FL

Client Reference:

City of Casselberry | Kelly Brock | 407.262.7725 ext.1235 | KBrock@casselberry.org

CITY OF ORLANDO | CONTINUING TRANSPORTATION PLANING & ENGINEERING SERVICES

Orlando, FL

Client Reference:

City of Orlando | Ed Bryant | 407.246.3271 | Edgar.Bryant@cityoforlando.net

ORANGE COUNTY | CONTINUING TRANSPORTATION PLANNING SERVICES

Orange County, FL

Client Reference:

Orange County | Renzo Nastasi | 407.836.8072 | Renzo.Nastasi@ocfl.net



Tab 3

Hourly Rates & Required Forms

Rates

HDR Engineering, Inc.	
Job Classification	Professional Svs. (hourly)*
Senior Principal	\$350.00
Chief Planner/Engineer	\$320.00
Transportation Data Scientist	\$290.00
Senior Planner/Engineer	\$260.00
Project Planner/Engineer	\$180.00
GIS/Graphics	\$150.00
Planner/Engineering Intern	\$130.00
Administrative	\$120.00
Technician	\$80.00

*2023 Hourly Rate includes current overhead and profit. Rates will increase annually on January 1st by 4%.

Quality Counts		
Turning Movement Counts (Per Continuous Count Period)	Per Location (2 Hour Min.)	Additional Hour
Driveway In / Out Count (e.g. RIRO)	\$140	\$45
Standard Count	\$200	\$70
High Volume Count	\$320	\$120
Complex Count (e.g. SPUI, Multi-Lane Roundabout)	\$360	\$150
Video Only (Per Camera Setup; Continuous Up to 24 Hours)	\$175	-
Bike & Pedestrian Counts (Per Continuous Count Period)	Per Location (2 Hour Min.)	Additional Hour
Screenline Count (e.g. Greenway, 1-2 Sidewalks and/or Bike Lanes)	\$120	\$40
Intersection/Midblock Crossing Count	\$140	\$50
Tube / Radar Counts	Per Location (2 Hour Min.)	Additional Hour
1-3 Lane Roadway Volume-Only	\$180	\$50
4+ Lane Roadway Volume-Only	\$320	\$90
1-3 Lane Roadway Volume/Speed/Class	\$220	\$80
4+ Lane Roadway Volume/Speed/Class	\$400	\$110
Mainline Radar Survey	\$600	\$100
Travel Rate	\$90 per hour	

Litigation

In today's legal environment, claims and litigation are a reality for any large participant in the construction industry, regardless of performance or merit. When claims do occur, HDR seeks to be proactive and cooperate with our client in reaching a resolution that is fair and reasonable to all. We also value the confidences of our clients as well as our contractual commitments to confidentiality, and do not discuss with third parties the circumstances involving other projects. We would take the same position with information regarding our work on your project.

There are no complaints filed against our firm with Department of Business and Professional Regulation during the past five years.

If necessary, we would be willing to meet in person with your selection committee with appropriate confidentiality agreements, to discuss the merits or background of past claims. There are no claims or litigation that could impede our ability to perform your project, and HDR has maintained professional liability insurance in force continually since 1958 for the protection of us and our clients.



Litigation History

Case Name	Statue	Data Initiated	Court-Forum Additional Info	Client	Type of Claim	Data Resolved	Result
The City of Albuquerque v. Environmental Lighting for Architecture, Inc., HDR Engineering, Bradbury Stamm Construction, Inc., Dalkia Energy Solutions, LLC f/k/a Citelum US, INC. a/k/a Dalkia EDF Group, Bixby Electric, Inc., Dekker/ Perich / Sabatini, Ltd., and MWI, Inc.	Lawsuit Filed	06/11/2021	Second Judicial District Bernalillo County, New Mexico	City of Albuquerque, New Mexico	Breach of Contract, Negligence, Strict Liability		Ongoing
City of Laredo, Texas v. Western Summit Constructors, Inc. / McAllen Construction, Inc. a joint venture; Dannenbaum Engineering Company-McAllen, LLC; Dannenbaum Engineering Company-Laredo, LLC; Paterson Pump Company v. HDR Engineering, Inc.; Sherfey Engineering Company, LLC; Metaform Studio Architects, Inc.; Corpro Companies, Inc.; Lopez Engineering Group, Inc.; Martinez Corporation aka Martinez Geospatial, Inc.; Mejia & Ruiz Land Surveyors, LLC aka Blue Top Companies, LLC; Agape Grace, LLC; Marks Engineering and Construction aka Marengo, Incorporated and Blanton & Associates, Inc.	Closed	11/07/2018	District Court - 111th Judicial District for Webb County, Texas	Dannenbaum McAllen, LLC	Indemnification	11/19/2020	Settled
Baptist Convention Building, LLC v. The City of Albuquerque v. HDR Engineering, Inc. and Bradbury Stamm Construction, Inc.	Closed	04/26/2018	Second Judicial District Bernalillo County, New Mexico	City of Albuquerque, New Mexico	Contractual Indemnity	10/04/2021	Settled
United States Army Corp of Engineers v. HDR Engineering, Inc.	Appeal	02/05/2018	Armed Services Board of Contract Appeals	USACE - Jacksonville District	Breach of Contract, Negligence		Ongoing
Port of Vancouver USA v. HDR Engineering, Inc. and Smith-Monroe Gray Engineers, Inc. / Kinder Morgan Bulk Material Unloading Facility	Lawsuit Filed	10/19/2020	United States District Court, Western District of Washington at Tacoma	Port of Vancouver, WA	Breach of Contract, Indemnification, Negligence		Ongoing
CH2M Buckman Diversion - Buckman Direct Diversion Project (Third Party Complaint against HDR Engineering, Inc.)	Closed	09/11/2019	State of New Mexico County of Sante Fe, First Judicial District	CH2M Hill	Indemnification (Common Law & Contractual)	05/25/2021	Settled
City of Miami v. HDR Engineering, Inc.; Grubbs Emergency Services, LLC and; DRC, Inc.	Closed	10/20/2010	Miami-Dade County	City of Miami		11/20/2020	Settled

Acknowledgment of Addenda

Bidder acknowledges receipt of the following addenda:

No. 1 Dated 08/17/2023
 No. 2 Dated 08/18/2023
 No. 3 Dated 08/25/2023
 No. 4 Dated 08/29/2023



CERTIFICATE OF LIABILITY INSURANCE

6/1/2023

DATE (MM/DD/YYYY)
6/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyds of London		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Lloyds of London															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED 1429583 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106															

COVERAGES * **CERTIFICATE NUMBER:** 18584305 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$ _____
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	P001412200	6/1/2022	6/1/2023	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

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

CERTIFICATE HOLDER 18584305 SAMPLE	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
		INSURER B: Ohio Casualty Insurance Company	24074
		INSURER C: Liberty Insurance Corporation	42404
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W24977699

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			TB2-641-444950-032	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	☒ Contractual Liability		MED EXP (Any one person) \$ 10,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 2,000,000				
	☐ POLICY ☒ PROJECT ☒ LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY			AS2-641-444950-042	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
							\$
B	UMBRELLA LIAB ☒ OCCUR			EUO (23) 57919363	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$ 5,000,000				
	DED ☒ RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA7-64D-444950-012	06/01/2022	06/01/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N ☒ No	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

--

CERTIFICATE HOLDER

CANCELLATION

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

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SR ID: 22658058

BATCH: 2547319



EXHIBIT "A"
RFQ CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

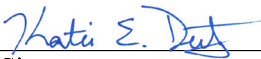
According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- ☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

HDR Engineering, Inc.
Firm Name


Signature

Katie E. Duty - Vice President
Name and Title (Print or Type)

08/18/2023
Date

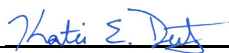
EXHIBIT "B"
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Respondent, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent: HDR Engineering, Inc.

Signed: 

By: Katie E. Duty
(Print or Type Name)

Title: Vice President

Date: 08/18/2023

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFQ #23-008

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS, AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE.

HDR Engineering, Inc.
COMPANY NAME

407.420.4200
TELEPHONE (INCLUDE AREA CODE)

407.420.4242
FAX (INCLUDE AREA CODE)

katie.duty@hdrinc.com
E-MAIL ADDRESS

Katie E Duty

AUTHORIZED SIGNATURE (manual)

Katie E. Duty - Vice President
NAME/TITLE (PLEASE PRINT)

315 E. Robinson St Suite 400
STREET ADDRESS

Orlando, FL 32801
CITY STATE ZIP

FEDERAL ID # 470680568

Individual ☒ Corporation ☐ Partnership ☐ Other (Specify) _____

IF REMITTANCE ADDRESS IS
DIFFERENT FROM PURCHASE ORDER
ADDRESS, PLEASE INDICATE BELOW:

Sworn to and subscribed before me by means of ☒ physical presence ~~or ☐ online notarization~~
this 18th day of August, 2023.

Personally Known XX ~~or~~
~~Produced Identification~~ _____

(Type of Identification)



MICHELLE J. PARDO
Commission # HH 045144
Expires September 22, 2024
Bonded Thru Budget Notary Services

Notary Public - State of Florida
County of Hillsborough

Michelle Pardo
Signature of Notary Public

Michelle J. Pardo
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT "D"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that HDR Engineering, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of HDR Engineering, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Katie E. Duty

Print Name: Katie E. Duty - Vice President

Date: August 18, 2023

STATE OF FLORIDA

COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 18, 2023 (date) by Katie E. Duty, Vice President (name of officer or agent, title of officer or agent) of HDR Engineering, Inc. (name of contractor company acknowledging), a Nebraska (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

Michelle J. Pardo

[Notary Seal]

Notary Public



MICHELLE J. PARDO
Commission # HH 045144
Expires September 22, 2024
Bonded Thru Budget Notary Services

Michelle J. Pardo

Name typed, printed or stamped

My Commission Expires: September 22, 2024



Company ID Number:19959

Client Company ID Number:1817029

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer HDR Inc	
Name (Please Type or Print) Nicole Riche	Title
Signature Electronically Signed	Date April 04, 2022
E-Verify Employer Agent TALX Corporation	
Name (Please Type or Print) KaRon Gardner	Title
Signature Electronically Signed	Date April 04, 2022
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date April 04, 2022

CITY OF OCOEE

CONTINUING CONTRACT FOR TRANSPORTATION PLANNING CONSULTING SERVICES

RFQ #23-008 ■ SEPTEMBER 5, 2023



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Cover Letter

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September 1, 2023

City of Ocoee
1 North Bluford Avenue
Ocoee, FL 34761

RE: RFQ #23-008 Continuing Contract for Transportation Planning Consulting Services

Dear Members of the Evaluation Committee:

Toole Design Group is pleased to submit our qualifications for the City of Ocoee's Continuing Contract for Transportation Planning Consulting Services (i.e., continuing services contract). Toole Design is a community-focused urban planning and design firm. While we have the benefit of expertise and the willing collaboration of 19 offices across North America, our local, Central Florida-based team understands that the City of Ocoee has its own set of challenges, constraints, and goals around planning, community growth, equity, and transportation. We have worked with numerous historic, fast-growing communities in Central Florida and around North America to help them identify and define their vision, set goals, and prioritize needs. We excel at projects where the benefits, after implementation or construction, continue to increase beyond the original scope, ranging from economic growth, to lowering traffic crashes and injuries, to beautifying the space with natural landscaping, to creating award-winning places that become destinations.

Toole Design has practical experience taking planning projects from concept to reality. With a diverse design and engineering staff, we have the ability to take challenging and ambitious goals, translate them into compelling concepts, and develop detailed documents that ensure that the resulting policy and construction projects proceed smoothly and produce the desired outcomes. We have successfully accomplished this on a variety of projects including, mobility analyses, design guidelines, downtown revitalization projects, multimodal corridors, on-street bike facilities, separated bike lanes (cycle tracks) and protected intersections, road diets, access to transit, shared use paths, intersection and pedestrian safety improvements, and wayfinding sign systems.

To us, places must be safe, comfortable, varied, and attractive. They also need to be distinctive, and offer variety, choice, and fun. Vibrant places offer opportunities for meeting people, playing in the street, and watching the world go by. Many of the City of Ocoee's community values are shared and embodied in Toole Design's new Es:

- **Equity:** Where the public realm comfortably supports all mobile users (i.e., people of all ages, ability levels, and backgrounds that are walking, cycling, or using transit) and static users (i.e., businesses, residences, and institutions). We believe that cities and downtowns are places of social and economic exchange and that people of all ages, ability levels, incomes, and backgrounds should be able to readily access what they need live and thrive in Ocoee.

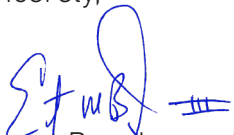
- **Ethics:** We believe that engineers, landscape architects, and planners have an ethical obligation to develop solutions that improve the safety, health, and welfare of the public so that fewer of our roadways are dangerous by design. Toole Design's ethics-driven approach includes pioneering tactile paving systems so that people with vision disabilities can easily navigate plazas and streets, removing highways from cities, reforming state and federal DOT practices, and calming hostile streets.
- **Empathy:** We keep the focus of our work centered on people—the end users of our plans, projects, and programs. We problem-solve and identify potential solutions from the perspective of the user. The magic of empathy comes when planners and designers intersect and connect with the affected community's values, goals, and aspirations.

Not only do our values align, but at Toole Design, we specialize in the work outlined in the City's Scope of Services. We are a full-service company that can successfully bring projects from cutting-edge public engagement (both in-person and virtually) through analysis, policy development, planning, design, and engineering to construction. We are accustomed to listening, collaborating, educating, and exploring issues so that diverse groups—including members of the public, City staff, and elected officials—know that they are heard and their concerns, ideas, and desired outcomes matter.

Ian Lockwood will lead our team to work alongside the City of Ocoee on task orders. Ian is a Livable Transportation Engineer and has worked throughout Florida. He has a unique collection of experience with Complete Streets, network, placemaking, downtown and Main Street revitalization, walkability, and land use planning in both the public and private sectors, having served as the transportation director for the City of West Palm Beach, the Project Manager for a wide variety of town center, sustainability and revitalization plans, and a local government liaison for transportation issues. Ian has seen a broad range of engineering initiatives through to implementation, proving his value through the entire process.

We are equally excited about the opportunities support the City in everyday transportation planning tasks and advancing transformative projects. Our team has the knowledge, expertise, and experiences necessary to deliver design and engineering services to support the City in creating and maintaining memorable places that have the power to improve and enrich the human experience. If you have any questions about our qualifications, please reach out to Ian Lockwood at 407.496.2529 or ilockwood@tooledesign.com. He would be happy to meet with you virtually or in-person, in your offices or on-site anywhere in the City. We look forward to collaborating with you.

Sincerely,



Ernest Boughman, III, AICP

Director of Operations, Southern U.S.



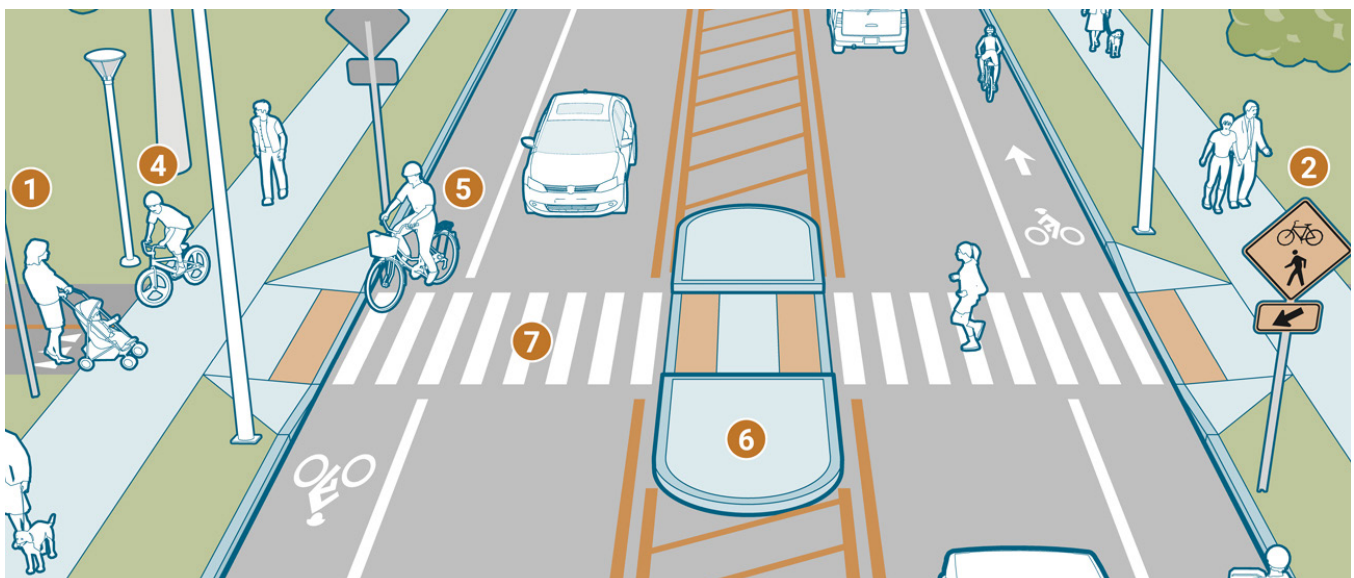
QUALIFICATIONS AND RESPONSE TO SCOPE OF SERVICES

FIRM QUALIFICATIONS

Toole Design is the nation's leading planning, engineering, and landscape architecture firm specializing in public realm infrastructure for active transportation. As a mission-based firm, we strive to create livable communities where places and the way that we travel—walking, cycling, and using transit—are safe, comfortable, and convenient for everyone. We focus on developing cost-effective and implementable solutions that move people effectively while also improving health, quality of life, economic vitality, and place-making.

We have a national reputation for excellence in Complete Streets, street network planning, trail planning, public and stakeholder outreach, community engagement, streetscape design, and safety work, among a variety of other related subjects. Our staff have assessed tens of thousands of miles of roads and streets in a myriad of contexts throughout North America. We have extensive experience working with municipalities, universities, business improvement districts, community organizations, state DOTs, FHWA, and other transportation planning and engineering clients.

Toole Design was founded in 2003 with a mission to create dynamic communities where walking, biking, and transit use are feasible for people of all ages and abilities. Since then, the company has grown to 19 offices and over 250 employees across North America. All we do is livable transportation. We do not widen and speed up arterial streets. We do not build or expand highways. Instead, we calm arterial streets, remove highways, and provide a myriad of services that advance community visions to make neighborhoods, corridors, downtowns, cities and counties better economically, socially, and environmentally. Our scopes range from leading 4,000-acre transit-oriented developments, to countywide bicycle plans, to designing Main Streets, to conducting site plan reviews. Our on-call clients include large cities (like Austin, Boston, and Seattle) as well as medium and small towns. We will focus on the smaller cities for the purposes of this response to Ocoee's RFQ. Furthermore, we will highlight on-call services specifically provided by the people that we have selected for our consulting team for the City of Ocoee.



We have helped set the standards for active transportation planning through our work with FHWA.

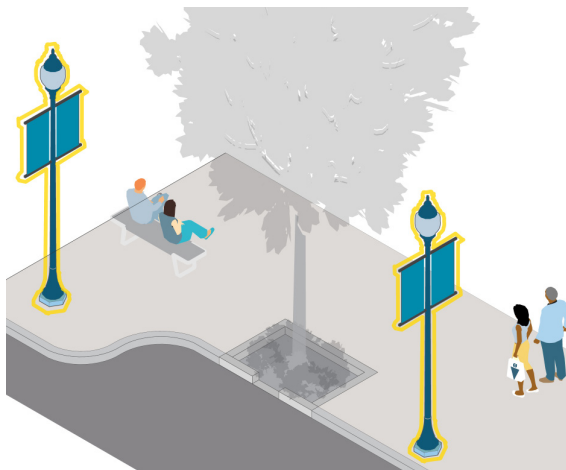
SERVICES

MOBILITY AND DEMAND MANAGEMENT

Toole Design's staff is composed of professionals with a strong foundation in traffic capacity analysis and simulation, safety analysis, parking studies and management, and signal design. Transportation patterns and habits across the country are changing, both as a result of the pandemic and a greater focus on weaving health and sustainability into everyday movements. In Florida, we are shifting from a focus on motor vehicles to walking, biking, and transit. Our staff has been at the forefront of evaluating and

SPECIAL CONSIDERATIONS FOR OCOEE

- Providing viable mobility options for youth and older adults
- Managing congestion around popular areas
- Creating a complete, connected, well-signed network of sidewalks and trails so moving around the city and connecting to transit make it easy to get anywhere without a vehicle
- Managing parking needs and the demand for space for other public uses, housing, and commercial development



testing new ways to measure and quantify the impacts of multimodal improvements beyond conventional vehicle level of service calculations. Some of the ways in which our Florida team can support Ocoee's mobility and demand management goals include:

DEVELOPMENT REVIEW

Toole Design provides development services to both public and private sector clients. Many of our staff have municipal or consulting backgrounds in development, and we are well-equipped to assist agencies in updating policies for how they assess and mitigate right-of-way impacts; planning, design, and review of development plans; and preparing and reviewing traffic engineering and parking studies.

POLICY DEVELOPMENT AND TRADE-OFF ANALYSIS

Our public sector development experience has included working with agencies to create frameworks for how they manage and make decisions about the competing needs in their rights-of-way, writing policies and procedures for assessing development impacts on the multimodal street network, and writing policies for regulating shared mobility and micromobility providers' use of the right-of-way.

TRANSPORTATION DEMAND MANAGEMENT PROGRAMS

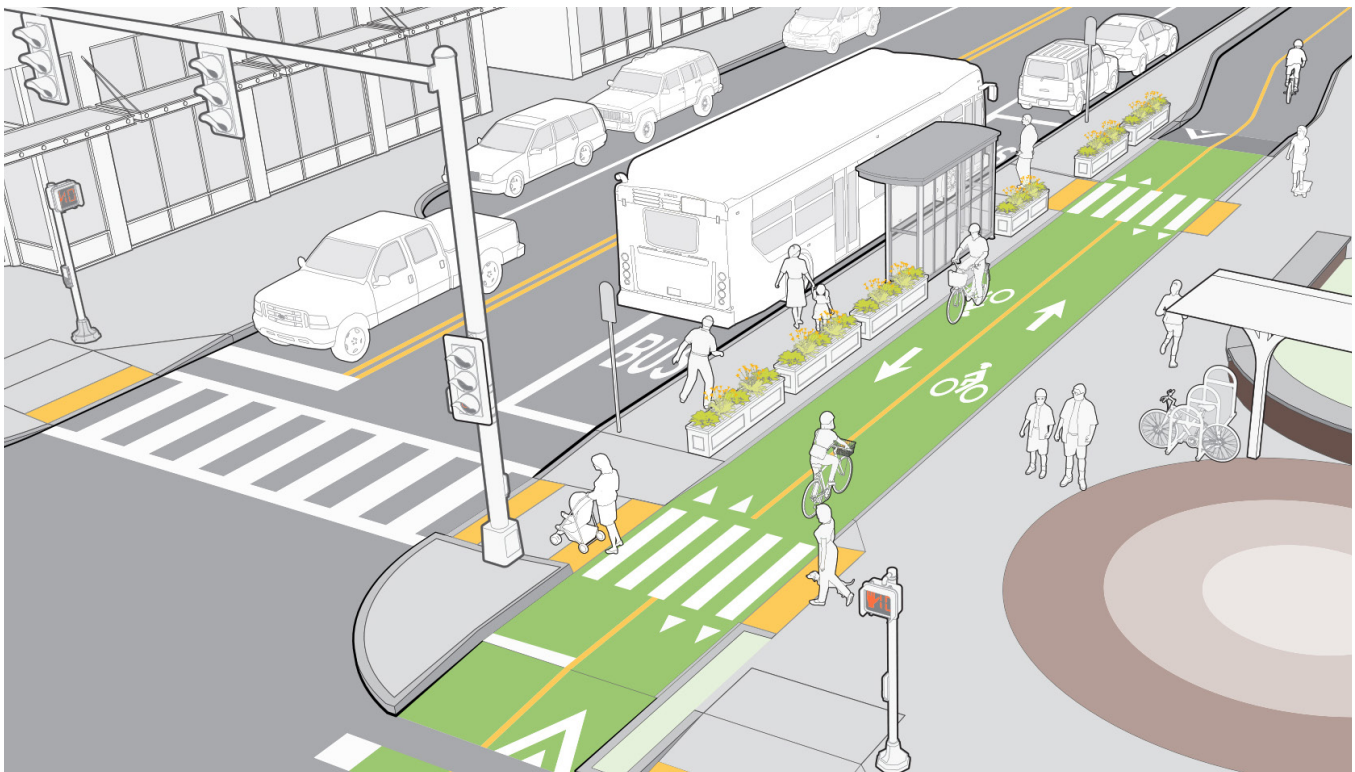
To support local efforts to more effectively manage motor vehicle parking, Toole Design offers its expertise in developing Transportation Demand Management (TDM) programs that reduce single-occupancy vehicle (SOV) trips, increase mode shift to non-SOV modes, reduce motor vehicle emissions, and improve conditions for bicycling and walking. In addition to infrastructure planning and design, Toole Design provides state of the art guidance on the programs and policies that can contribute to successful TDM programs.

FEASIBILITY STUDIES

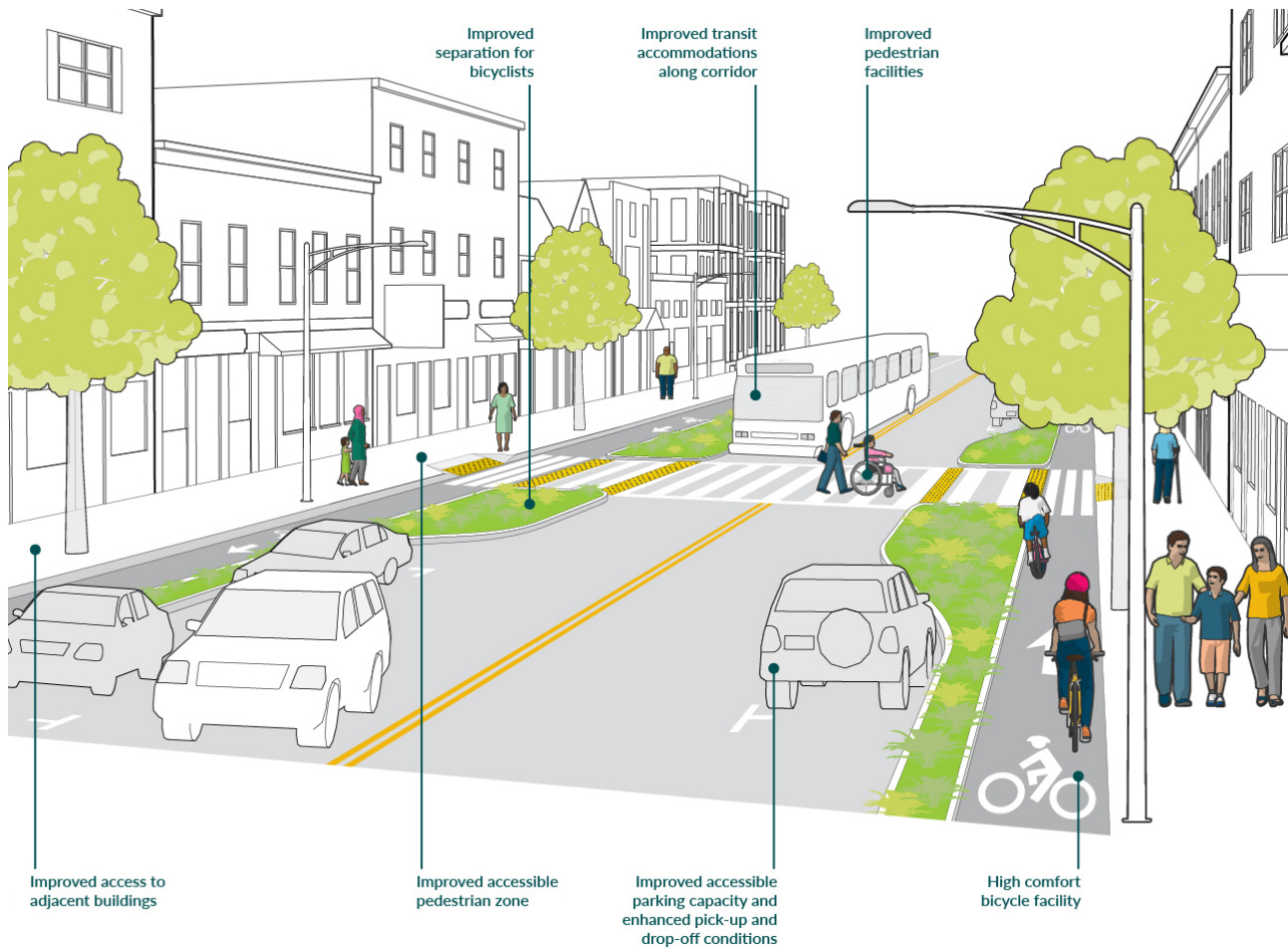
Toole Design has extensive experience conducting feasibility analyses that guide project element selection and lead into concept drawings and, ultimately, preliminary engineering plans. We have prepared concepts for complex intersections and corridors throughout North America. As authors of FHWA's *Achieving Multimodal Networks*, which focuses on design flexibility, and of the AASHTO Bike Guide, we are intimately familiar with the viability and safety of new concepts and design features. The Toole Design Team includes experts in all disciplines needed to identify evaluation criteria that will be specific to each multimodal transportation project. Because our team has developed these types of concepts and preliminary engineering drawings on many previous projects, we often have some of the preliminary engineering plans in hand prior to beginning a project. This allows us to swiftly assemble information for the pertinent evaluation criteria and proceed

through preliminary engineering analyses quickly, including the development of planning-level cost estimates.

To support City of Ocoee in its ongoing needs, Toole Design can assist with performing feasibility and due-diligence studies for a variety of project types including downtown/ activity centers, transit-oriented development and mobility hubs, corridor improvements, microtransit/shuttle services, trails, and safety. Our process includes investigation and analysis of potential improvements, identification of initial and long-term costs, and feasibility of implementation. We understand that Ocoee wants to get projects built. Our recommendations will consider feasibility from the beginning: we have led projects through construction management, and we always work with that end goal in mind. We focus on practical solutions that are compatible with the wider transportation context, and we know how to identify funding sources and implementation strategies that move projects forward.



Our work with AASHTO has helped define what streets for all users look like.



We have written Complete Street guidance for communities across North America and helped implement them.

COMPLETE STREETS AND CORRIDOR STUDIES

Toole Design's focus will be on developing Complete Street design solutions for the City of Ocoee that improve conditions for pedestrians, cyclists, and transit users while also considering the access needs for deliveries and motorists. With a high number of visitors, as well as high proportions of both youth and older adults, affordable transportation options are critical, and safe, comfortable streets are key to making walking, bicycling, and transit viable transportation alternatives to the car. Toole Design takes many of our Complete Street projects from concept designs through to final construction documents, cost estimates, and construction administration services. We can assist the City in re-envisioning local streets, roads, and public spaces with multimodal

transportation facilities such as bicycle lanes, shared use trails, traffic calming treatments, and special intersection treatments such as curb extensions, and mid-block crossings.

Our team has particular expertise with streetscapes and Complete Streets, interpretive materials, and landscape amenities, as well as incorporating sustainable practices such as bioretention measures and permeable surfaces. Our pioneering work in Complete Streets include *Boston Complete Streets Design Guidelines*, *Federal Highway Administration Guide for Achieving Multimodal Networks*, and the *Solano Avenue Complete Streets and Corridor Revitalization Plan* in Albany, CA. Closer to home, we've completed designs for Orange Avenue and Magnolia Street in Orlando (which will restore two-way operations to the one-way-pair), and Plant Street in Winter Garden.

TRANSPORTATION PLANNING

Toole Design has managed numerous planning and concept development projects that vary from corridor, trail, and neighborhood to citywide, regional, and statewide areas. We use a multidisciplinary approach that integrates planning, engineering, landscape architecture, ecological studies, environmental permitting, and public art, and we understand how the needs of people who walk and people who bike are similar and how they differ. Our plans reflect this understanding by providing tailored recommendations for each mode.

We have extensive experience using this understanding to develop planning-level performance measures and cost estimates for each mode.

Additionally, our experience with this multidisciplinary approach means that we are in a superior position to provide design concept review; we understand how things are built, and we apply this knowledge at each step in the process. Toole Design staff are experts at using quantitative and qualitative data to evaluate and prioritize projects, and we rank recommended facility improvements by combining public and agency stakeholder input, our team's expertise, and appropriately weighted prioritization methods.

Our specific planning experience includes feasibility and due-diligence studies, site planning, and preliminary designs. Our focus has been on parks and open spaces, recreational trails, greenways, sidewalks and walkways, streetscapes and Complete Streets, bicycle facilities, interpretive and wayfinding signage, landscape amenities, and sustainable project elements such as bioretention and permeable surfaces.

We can support the City with:

- Plans for the safe and comfortable movement of people on foot, by bike, on transit, and by motor vehicle;
- Access management studies and plans;
- Updating the Comprehensive Plan, Land Development Code, and Capital Improvement Plan;
- Updating the Master Transportation Plan that is financially feasible;
- Roadway conceptual analysis and conceptual design;
- Working with other government agencies on transportation-related matters;
- Helping the City with CRA administration regarding transportation issues;
- Provide transportation perspectives for landscape architecture, site planning, urban design, and form-based code; and
- Creating a potential Multimodal Transportation District in downtown and in overlay districts.



We are focused on making sure that all people have safe, reliable, active transportation options.

If the City desires it, our team can undertake transportation planning tasks related to:

- Transit planning, operations, and liaison with Lynx;
- Transit station-area planning;
- Street network planning;
- Main Street, shared space and flush street design;
- Ameliorating highways, highway interchanges, and their barrier effects;
- Downtown revitalization and place-making through a transportation lens;
- Vision Zero planning;
- Integration of transportation planning and land use planning;
- Bicycle parking;
- Open space planning and design, and design integration with adjacent streets;
- Integration of streets designs and adjacent open space design;
- Trail planning;
- Area master planning;
- Way-finding and signage plans;
- Safe Routes to School, safe routes to parks;
- Arterial traffic calming;
- Pop-up events and temporary/trial planning, and design;
- Graphic design and visualization; and
- Related public and stakeholder outreach, engagement, and facilitation.

TRAFFIC ENGINEERING

At Toole Design, we recognize that an approach to traffic engineering that focuses only on motor vehicle operations is quickly becoming outdated. We offer our clients high-quality, accurate multimodal evaluations of transportation systems. Our goal is to provide the best multimodal solution for each project or locale based on its characteristics and needs. Our staff is comprised of professionals with a solid foundation in traffic capacity analysis and simulation, safety analysis, parking studies and management, and signal design.

We understand that transportation patterns and habits are changing, with many people preferring to have access to more than one mode of travel. Many communities are experiencing a shift away from a focus on motor vehicles to walking, biking, and transit. Our traffic engineering staff has been at the forefront of evaluating and testing new ways to measure and quantify the impacts of multimodal improvements beyond the conventional vehicle level of service calculations.



Our engineering and design solutions are focused on moving people not just vehicles.

We can support the City with:

- Traffic analyses;
- Intersection analyses;
- Traffic operation analyses;
- Signal warrants;
- Analyzing traffic counts;
- Traffic modeling for road impact fees, Comprehensive Plan Amendments, and alternatives analyses;
- Updating and maintaining a socio-economic data base; and
- Reviewing traffic studies regarding concurrency and alternative road impact fees.

If the City desires it, our team can lead traffic engineering tasks related to:

- Advanced signal timing and coordination;
- Using Streetlight Data and other GPS data based for origin and destination studies; and
- Design and traffic analyses for roundabouts.

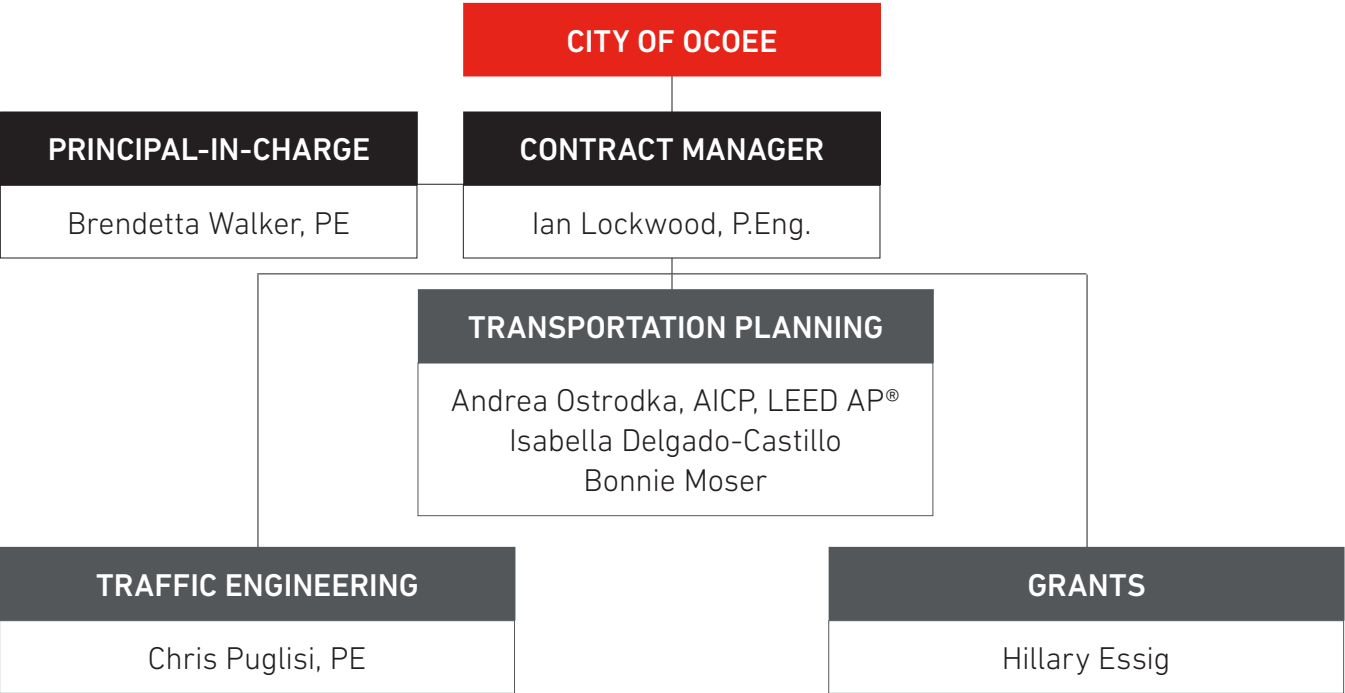
PURSUIING GRANTS

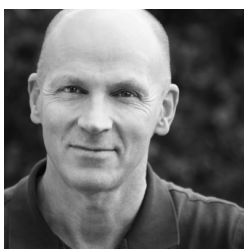
Under pursuing grants, the tasks will include helping the City position for, and apply for, Federal and State grants. Toole Design has supported many clients across Florida and around the country prepare successful grant applications. Early in the planning stages of a project, we begin to identify viable funding sources and counsel our clients on how best to attain funding and put it to use. Hundreds of millions in grant dollars have been secured using our master plans, corridor studies, feasibility studies, preliminary engineering, and construction documents as the grant's foundation. Toole Design staff have contributed to the writing of dozens of successful grant applications for local, state, and federal funding opportunities. Some of our staff's more recent grant types include RAISE, TIGER, TAP, BUILD, HSIP, SS4A, Reconnect Communities, and more.

STAFFING PLAN AND RESUMES

Our staffing plan is featured below with resumes (including staff locations) beginning on the following page. The firm's certifications and registrations begin on page 18.

Some sub-set of the consulting team will conduct the vast majority of the tasks assigned to Toole Design by the City of Ocoee. In case the City requires a very large task to be completed and we need to augment our team, we can do this easily by selecting additional expertise from our 250+ person bench. In that way, the titles and charge-out rates of potential additional team members will be included in the contract documents. Toole Design also has several specialists in various offices across North America. Their projects, research, and passions are highly focused on topics like Safe Routes to School, micromobility studies, bikeshare planning, and trail network planning. Many of these people also lead research efforts and write guidelines for transportation organizations like AASHTO, NACTO, NCHRP, the USDOT, and FHWA. Should the City require such specialists, Toole Design has them on staff.





IAN LOCKWOOD, PROFESSIONAL ENGINEER

CONTRACT MANAGER

ORLANDO, FL

PROFESSIONAL HIGHLIGHTS

Years of Experience: 36

Toole Design: 2014-Present

EDUCATION / CERTIFICATION

Loeb Fellow in Advanced Environmental Studies,

Harvard University: 2012

Master of Civil Engineering, Carleton University: 1995

Bachelor of Civil Engineering, Carleton University: 1987

Professional Engineer: ON

APPOINTMENTS / AFFILIATIONS

Route 31/Flemington Smart Growth Project, ITE Project of the Year

Journey through Hallowed Ground Corridor Plan, Pennsylvania Historic Preservation Award

Charter Award, University of California, Santa Barbara, Master Plan, Congress for the New Urbanism

Over his career, Ian has honed a design approach for maximizing walkability that he applies to projects at every scale, ranging from trails, to campuses, to downtowns, to tourist areas. In the 1990s, Ian led some of the first arterial calming, road diet, and flush street projects in the country, and in 2005, he helped define the term Complete Streets. The Path-as-Place doctrine—that trails, corridors, and streets should be places rather than places to simply pass by— informs all of Ian's work, which includes designing flexible-use public spaces, the design of Main Streets, downtown revitalization initiatives, one-way to two-way street restorations, and highway removal projects, all with the goal of increasing social and economic exchange.

SELECTED PROJECT EXPERIENCE

FDOT District 1 Complete Streets Training

Ian led a day-long training session for the FDOT's District 1 staff to help them achieve a higher awareness and compliance with the FDOT's new policies and directives. The training focused on the most challenging; i) technical issues such as complete arterial design, slowing design speeds, dealing with conflicting goals, retrofitting the suburbs, and dealing with sprawl-oriented cities and counties; and ii) cultural issues such as changing the mindset/paradigm of the practitioners so that they would see their role differently and better interpret the design guidance and policies. Ian is now preparing a more advanced course focused on redesigning State roads for slower and safer speeds.

City of South Bend Smart Streets Initiative, South Bend, IN

Ian served as the Project Manager for this initiative to attract people and investment back to South Bend's downtown and create a vibrant and attractive core. The plan employed changes to the street network to spread traffic loads on several parallel streets, restoring the one-way streets to two-way, adding trees and separated bike lanes, and narrowing the travelways to two lanes in order to operate more slowly, safely, and with fewer traffic signals. A park and trail component helped the downtown reengage with its waterfront.

OTHER RELEVANT EXPERIENCE

Sulphur Springs West Downtown Linear Park and Urban Design Plan, Sulphur Springs, TX

Dillard Street Complete Streets, Winter Garden, FL

Orange County Transportation Funding Ballot Initiative, Orlando, FL

Maitland Traffic Calming On-Call, Maitland, FL



ANDREA OSTRODKA, AICP, LEED AP®

TRANSPORTATION PLANNER

ORLANDO, FL

PROFESSIONAL HIGHLIGHTS

Years of Experience: 22

Toole Design: 2019-Present

EDUCATION / CERTIFICATION

Master of Urban and Regional Planning, University of North Carolina at Chapel Hill: 2003

Bachelor of Arts, History and Environmental Studies, Emory University: 2001

American Institute of Certified Planners

LEED Accredited Professional

APPOINTMENTS / AFFILIATIONS

Urban Land Institute Central Florida Chapter, Chair of Programs: 2007-2010

Andrea is a collaborative and solutions-oriented transportation planner who serves as Toole Design's Transit Practice Lead. She has a unique collection of experience with transit and land use planning in both the public and private sectors, having served as the Director of Planning and Engineering for a regional transportation authority, the project manager for a wide variety of Bus Rapid Transit and rail efforts, and a local government liaison for transportation issues. Andrea has seen a broad range of transportation initiatives through to implementation, proving her value on both project- and enterprise-level planning efforts.

SELECTED PROJECT EXPERIENCE

Orange County Transportation Funding Ballot Initiative, Orlando, FL

Andrea evaluated the program of transit, bicycle, pedestrian, and roadway projects to be funded by a proposed one-cent sales tax and advised stakeholders and the public of its ability to support more equitable outcomes for lower-income households, communities of color, older adults, and students.

WaterColor Urban Design and Mobility Update, WaterColor, FL

Toole Design conducted a transportation health check-up for the Town of WaterColor in response to resident and business owner concerns over pedestrian and bicycle safety, parking, and vehicle speeds. Andrea led the evaluation team and developed policy and design solutions to enhance safe mobility, including bicycle and LSV (low speed vehicle) parking, vehicle parking strategies, complete street design, and an operational structure for a seasonal trolley. Since the charrette in early 2023, several designs have been implemented with more under construction.

Downtown Multimodal Mobility Plan, Chapel Hill, NC

Andrea was the charrette lead for this effort that established a vision for mobility in Downtown Chapel Hill. This project evaluated the street network, collaborated with property and business owners, and created a realistic path forward to implementing a more people-focused environment. Andrea engaged Chapel Hill Transit staff and bicycle safety activists to develop mutually agreeable design strategies to facilitate mobility for all. The final Plan is the result of active listening to community desires and illustrates new opportunities for streets as active public spaces while providing a phased approach to final design and construction.



BRENDETTA HARGRO WALKER, PE

SENIOR ENGINEER | PRINCIPAL-IN-CHARGE

ATLANTA, GA

PROFESSIONAL HIGHLIGHTS

Years of Experience: 28

Toole Design: 2020-Present

EDUCATION / CERTIFICATION

Master of Business Administration, Georgia State University: 2003

Bachelor of Science, Civil Engineering, Georgia Institute of Technology: 1994

Professional Engineer: FL, GA, SC

PUBLICATIONS

Norris, Troy and Brendetta Hargro. "A Discussion of the Implementation of 100 Year Service Life Requirement for Piping Systems in the City of Atlanta." Trenchless Technology March 2005: 66. Print

Brendetta is a professional engineer with experience in the planning, design, and construction of public and private infrastructure projects. She specializes in roadway design, with experience in geometric alignments, stormwater design and management, erosion control, signing and marking, maintenance of traffic, storm sewer design, utility relocation, bridge replacements, permitting, and construction support. Brendetta pairs project experience with technical knowledge of design standards and procedures to apply engineering principles in a manner that presents thoughtful solutions that address the needs of multiple modes of transportation facility users, ranging from vehicles, to pedestrians, to people riding bicycles.

SELECTED PROJECT EXPERIENCE

Georgia Tech East Campus Streetscape, Atlanta, GA

Brendetta was the Project Manager for the design of bicycle and pedestrian facilities on the east campus of the Georgia Institute of Technology. The scope of work included approximately a mile of cycle track from Merritts Drive to 6th Street along Techwood Drive, and on 4th Street from Techwood Drive to Fowler Street. It also included the design of a Festival Street along the corridor adjacent to the stadium, a "scramble" signal modification, and floating bus stops along the cycle track side. Curb modifications, intersection geometrical improvements and drainage relocations were also necessary. The final deliverable included signing and marking and construction plans for the proposed cycle tracks.

West Main Street/Campbellton Road Streetscape Enhancements, Fairburn, GA

Brendetta led the administration of the LCI Streetscape project on Main Street as a LTAP certified professional in the City of Fairburn. The scope of the project was streetscape enhancements along US 29 from Malone Street to Strickland Street. There was the addition of a median, street lighting, sidewalks, landscaping, and signal modifications at three intersections. The project also included the improvement of the Smith Street railroad underpass and pedestrian entry into a proposed plaza which was a previous unused alley bordering the railroad property. This will include a brick staircase, ADA ramp, and aesthetic improvements to the underpass.



ISABELLA DELGADO-CASTILLO

ENGINEER

ORLANDO, FL

PROFESSIONAL HIGHLIGHTS

Years of Experience: 4

Toole Design: 2021-Present

EDUCATION / CERTIFICATION

Bachelor of Science, Civil
Engineering, University of
Notre Dame: 2021

Bachelor of Arts, Political
Science, University of
Notre Dame: 2021

Isabella is an engineer with experience working in international development projects and community centered work. She combines experience working on international development projects and policy development with technical experience in transportation system design to form truly equitable and sustainable multimodal transportation solutions.

SELECTED PROJECT EXPERIENCE

Two-Way Restoration of Forsyth and Adams Street, Jacksonville, FL

This two-way restoration project for Jacksonville aims to revitalize the downtown area by restoring two-way traffic flow along two main streets and redesigning the streetscape. Isabella is involved in the initial designing and created the rendering for the proposed plan.

Flowing Springs Trail, Ranson, WV

Isabella is assisting to create a recreational multiuse trail in Ranson. Currently the project is in the preliminary engineering phase. Isabella aided in the initial conceptual design and is working on project renderings and Microstation work.

Clemson Campus Bikeways Plan, Clemson, SC

Isabella is serving as an engineer on this effort to review and offer updated recommendations to Clemson University's bikeway plan. To address the existing connectivity gaps along Highway 93 that Toole Design discovered, she created intersection concepts plans in both Illustrator and AutoCAD.

Tesla Design Studio, Sparks, NV

Isabella worked as a student project manager for a group of undergraduates tasked with crafting a human and material flow proposal for the Tesla Gigafactory in Sparks. She was responsible for drafting and rendering the proposal as well as simulation validation.

City of South Bend Transportation Project, South Bend, IN

As an intern, Isabella worked on the City of South Bend Transportation project, which aimed to understand user behavior of the Transpo Bus System. She was responsible for surveying users, aggregating user responses, and provided analysis.



BONNIE MOSER

LANDSCAPE DESIGNER

ORLANDO, FL

PROFESSIONAL HIGHLIGHTS

Years of Experience: 12

Toole Design: 2017-Present

EDUCATION / CERTIFICATION

Master of Landscape
Architecture, University of
Florida: 2011

Bachelor of Science,
Agriculture Education,
University of Florida: 2008

Bonnie is a landscape designer who is passionate about creating strong, sustainable urban places. She has a wide variety of experience both in the Southeastern U.S. and internationally. Bonnie is extremely talented in developing visualization products to assist the public and key decision-makers in understanding the design intent of recommendations. She is adept at perspectives, SketchUp renderings, photo simulations, branding and marketing, and gateway and wayfinding signage.

SELECTED PROJECT EXPERIENCE

Designing Downtown Denison Phase One, Denison, TX

Bonnie served as a landscape designer for phase one of the reconstruction of Main Street in Denison. The project transformed the first three blocks of Main Street into a flush festival street inclusive to all ages and mobilities with a lush landscape, brick travelway, place making elements, and two pocket parks. Bonnie was tasked with pocket park and landscape conceptual design, construction documentation, and project visualizations. Construction was completed in 2022.

Northside Redevelopment Plan, Douglasville, GA

Bonnie was an urban designer for the New Horizons Redevelopment Plan. Existing multimodal transportation facilities were examined along with recommendations to improve connectivity for all modes, included bicycle and pedestrian connections, and regional trails. Bonnie completed facility analysis and produced graphic content to communicate the plan.

North Quarter Orlando Plan, Orlando, FL

Bonnie worked as a designer to provide vision and gain community support of the restoration of a one-way street network in the northern portion of downtown Orlando to two-way streets. The plan incorporates a two-way cycle track and extension of the Orlando Urban Trail, provides two-way automobile connections, creates more access for local businesses, and transitions traffic from Interstate 4 and major arterials in the area. Bonnie's role included community engagement and incorporating feedback in the detailed design of roadway and bicycle facilities.

Chamblee Multimodal Transportation Plan, Chamblee, GA

Bonnie worked as an urban designer in the creation of the plan. It sought to provide recommendations for the creation of connectivity for all modes of transportation as well as reinforce transit oriented development within the city. Bonnie's role was in analyzing existing conditions and community outreach with community members and local officials.



CHRIS PUGLISI, PE

SENIOR ENGINEER

ATLANTA, GA

PROFESSIONAL HIGHLIGHTS

Years of Experience: 15

Toole Design: 2021-Present

EDUCATION / CERTIFICATION

Master of Science, Civil and Environmental Engineering, Georgia Institute of Technology: 2008

Bachelor of Science, Civil and Environmental Engineering, Georgia Institute of Technology: 2006

Professional Engineer: FL, GA

APPOINTMENTS / AFFILIATIONS

American Planning Association

Georgia Planning Association

Institute of Transportation Engineers

Georgia Section of the Institute of Transportation Engineers

Chris is a talented and experienced transportation engineer focused on innovative solutions to solve the needs, goals, and objectives of clients and stakeholders. His primary professional background is in traffic signal design and operations in both constrained and multimodal environments. His experience actively managing and maintained traffic signals gives him insight into limitations and constraints of the innovative technology he recommends in design. Chris works in multidisciplinary teams and applies his experience to help influence design decisions to ensure safe pedestrian, bicycle, and transit operations at signalized intersections. He is effective in his communication regarding traffic signal design and operations to the design team, the client, and the public.

SELECTED PROJECT EXPERIENCE

Two-Way Restoration of Forsyth and Adams Street, Jacksonville, FL
 As Senior Traffic Engineer, Chris provides oversight, review, quality assurance, and quality control over the traffic analysis of the two-way restoration of Forsyth and Adams Streets in Downtown Jacksonville. The goal of this project is to provide a safe, enjoyable, convenient, and attractive design to prioritize the movement of pedestrians while fostering positive economic impact to the local community.

Northside Drive Pedestrian Study, Atlanta, GA

Chris served as Project Manager to prepare a Traffic Engineering (TE) Study for the intersection of Northside Drive with 8th Street for Upper Westside Community Improvement District (UWCID). The TE study was intended to warrant the need for a protected pedestrian crossing on Northside Drive, a 6-lane state-maintained arterial, connecting the Georgia Tech campus with the Upper Westside neighborhood. The warrant looked at historic crash data to analyze any safety deficiencies and used streetlight data to study existing and latent pedestrian demand. This study was submitted by the client to GDOT for consideration as part of a larger roadway reconstruction project.

Georgia Tech East Campus Streetscape, Atlanta, GA

Chris is assisting with the concept development of the Georgia Tech East Campus Streetscapes project. Specifically, he is contributing to the design of critical intersections along the Techwood Drive corridor. Proposed design solutions include a pedestrian scramble at one intersection, and the intersection of two two-way cycle tracks at another intersection. He is also investigating the traffic signal infrastructure to determine feasible modifications without upgrading existing equipment.



HILLARY ESSIG

PROJECT PLANNER

ATLANTA, GA

PROFESSIONAL HIGHLIGHTS

Years of Experience: 6

Toole Design: 2023-Present

EDUCATION / CERTIFICATION

Project Management
Certificate, University of
Georgia Continuing Education:
2022

Master in Environmental
Planning and Design,
University of Georgia: 2015

Bachelor of Arts, English,
Georgia State University: 2013

Hillary is a Project Planner with experience in both the public and private sector in multimodal transportation projects, tactical urbanism, and placemaking/placekeeping efforts. Prior to joining Toole Design, Hillary worked on a variety of projects involving implementation of bicycle plans, identifying quick-build tactical opportunities, and improving public spaces for all to use. Her work ranges from empowering individual communities to create invigorating spaces in their own neighborhoods to large-scale capital improvement projects building out several miles of Complete Streets. Hillary brings robust implementation experience and enjoys working with artists to enhance transportation projects with unique, local character. She can balance community expectations and transportation best practices to determine the best improvements possible.

SELECTED PROJECT EXPERIENCE

North Chase Street Design, Athens, GA

Hillary served as the lead for public engagement on the redesign of North Chase Street. Athens is redesigning 0.60 MI of roadway to include a shared use path and three intersection roundabouts. The community engagement for this portion of the project included preparing and administering a survey, interpreting survey results and drafting a memo for the client to include in elected official presentations, and leading a public Open House to discuss the project with local residents.

Corridor Mobility Program Prioritization Model, Austin, TX

Hillary served as urban design support and a GIS specialist for Austin's Corridor Program Office during the prioritization process for the 2016 Mobility Bond. One key component was developing metrics for public health that fed into the larger prioritization model. She utilized ArcGIS modeling techniques and worked with the City of Austin's Public Health Director to develop quantitative metrics that bicycling and walking could improve public health.

Corridor Construction Program, Austin, TX

Hillary continued to provide support to Austin's Corridor Program Office as a full-time collocated staff member. She helped develop a placemaking/placekeeping component for the corridor construction program. She provided urban design oversight to all nine corridors. She helped coordinate the annual Mobility Action Plan, which aimed to coordinate all departments working on mobility projects throughout the City and finding coordinated construction opportunities.

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LICENSEE DETAILS

1:48:11 PM 8/25/2023

Licensee Information

Name:	TOOLE DESIGN GROUP, LLC (Primary Name)
Main Address:	8484 GEORGIA AVENUE SUITE 800 SILVER SPRING Maryland 20910
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	30971
Status:	Current
Licensure Date:	12/29/2014
Expires:	

Special Qualifications

Qualification Effective

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Alternate Names

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& Professional Regulation

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LICENSEE DETAILS

1:48:33 PM 8/25/2023

Licensee Information

Name:	WALKER, BRENETTA HARGRO (Primary Name)
Main Address:	[REDACTED]
County:	OUT OF STATE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	94984
Status:	Current,Active
Licensure Date:	09/30/2022
Expires:	02/28/2025

Special Qualifications

Civil	09/30/2022
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Alternate Names

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Ian Martin Lockwood

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[Employment Profile](#)

[Academic Profile](#)

PROFILE

Licence Number

90266248

Licence Type

Professional Engineer (P.Eng.)

Licence Status

Permitted to practise

Date of licensure

Jan 16, 1991

CHAPTER

EMPLOYMENT PROFILE

Employer Name

Toole Design Group

Job Title

Livable Transportation Engineer

Business Address

2624 Tuscarora Trail

City

Maitland

Province/State

FL

Postal Code/ZIP Code

32751

Country

United States

Phone Number

407 496-2529

ACADEMIC PROFILE

Academic Discipline(s)

Civil Engineering

Degree

Bachelor of Engineering

Institute Name

Carleton University

Country

Canada

Date of Graduation

Jan 06, 1987



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LICENSEE DETAILS

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Licensee Information

Name:	PUGLISI, CHRISTOPHER MICHAEL (Primary Name)
Main Address:	[REDACTED]
County:	OUT OF STATE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	94791
Status:	Current,Active
Licensure Date:	09/08/2022
Expires:	02/28/2025

Special Qualifications

Special Qualifications	Qualification Effective
Civil	09/08/2022

Alternate Names

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EXPERIENCE AND REFERENCES



SIMILAR SERVICES

Toole Design has worked on over 245 planning focused on-call or as-needed contracts in the last 3 years. Below are the most notable ones from our Southern Region. As all contracts are on an as-needed basis and have resulted in a various number of task orders, there is no original price or final cost.

Project Name	Location
ARC Community Development Programs Technical Assistance	Atlanta, GA
ATL General Planning and Technical Services Consulting	Atlanta, GA
Atlanta Department of Transportation On-Call	Atlanta, GA
Capital Metro General Planning On-Call Contract	Austin, TX
City of San Antonio Transportation Services On-Call	San Antonio, TX
Cobb County DOT On-call	Cobb County, GA
Dunedin Miscellaneous Planning Services	Dunedin, FL
Elon Multimodal Network Plan	Elon, NC
FDOT District One Complete Streets Analyses and Corridor Plans	FL
FDOT Statewide Policy Planning 2022	FL
Forward Pinellas On-Call Planning Consultants	Pinellas County, FL
Gwinnett County Consultant Transportation Planning	Gwinnett County, GA
Inman As Needed Services	Inman, SC
MetroPlan Orlando On-Call	Orlando, FL
NCDOT 2020 Integrated Mobility Division On-Call	NC
Orange County Continuing Transportation Planning Services	Orange County, FL
Orlando LA and Planning Design On-Call	Orlando, FL
Perimeter Community Improvement Districts On-Call	Sandy Springs, GA
Raleigh On-Call: Parks, Recreation, and Cultural Resources	Raleigh, NC
On-Call Transportation Alternatives Design Engineering Services	SC
SCDOT Planning On-Call	SC
Strategic Intermodal System General Planning Contract	Tallahassee, FL
Tampa Citywide Mobility Plan	Tampa, FL
TxDOT Statewide Long Range Transportation Plan	TX
West Columbia As Needed Services	Columbia, SC

FIRM WORKLOAD

The following is a table of the project workload of our key personnel featuring projects that will be in-progress simultaneously to this on-call contract. We have a deep bench of supporting staff to pull from depending on the issuance of task orders and the staff workload.

Staff	Project Workload
Ian Lockwood	Hillsborough TPO Vision Zero Corridors, US Capitol Complex Master Plan Phase 2A
Andrea Ostrodka	Boston Vision Zero Planning and Design On-Call, BTB Southwest Boston Transit Action Plan, Clearwater Parks and Recreation Master Plan, Downtown Gap Engineering Design, Lowcountry Rapid Transit TOD Phase 2, Makato Transit Development Plan
Brendetta Walker	Charles Lee Center Final Design, Decatur Intersection Safety Improvements, Georgia Tech East Campus Streetscapes, The Dan Trail 30% Design, West Main Street Final Design
Isabella Delgado-Castillo	Charles Lee Center Final Design, Clearwater Parks and Recreation Master Plan, Wake Forest UDO and MSSD Update, West Main Street Final Design
Bonnie Moser	Downtown Gap Engineering Study, Georgia Tech North Avenue Study, Randall David Abernathy Great Streets, US Highway 76 Gateway
Chris Puglisi	15 th Street LIT Lane Connection, Decatur Intersection Safety Improvements, First Street Corridor Separated Bikeway, Georgia Tech East Campus Streetscapes, Main Street (Route 9): Complete Streets, Morrison Road Improvements
Hillary Essig	DeKalb County Trails and Greenways Plan, Huntersville Mobility Plan, Spartanburg Gateway Corridors Plan

PROJECT EXAMPLES

Toole Design has worked on many similar projects to this consulting services contract. On the following pages, we have featured some of our most relevant projects, starting with a description of three current on-call contracts that are: i) being led by and staffed by the same team that is proposed for this contract; and ii) involve smaller-sized cities with ambitions to meet their potentials as great places, economically, socially, and environmentally.

They include South Bend, IN, (population 103,000); Sulphur Springs, TX, (population 16,200); and Winter Garden, FL, (population 47,000); which are comparable to Ocoee's population which is approaching 50,000 people.



Our planners, engineers, designers, and landscape architects have worked across North America to make active transportation safer and communities more accessible.

SOUTH BEND CONTINUING SERVICES CONTRACT

SOUTH BEND, IN



The City of South Bend suffered decades of disinvestment. About 10 years ago, Toole Design Group was engaged to collaborate with the South Bend's communities to envision its downtown as a human-scaled, pedestrian- and cyclist-friendly network of streets, that maximize social and economic exchange, as well as private investment. The result was the "South Bend Smart Streets Initiative," a feasible street network, street redesign, trail, and open space plan. The plan included restoring all the one-way streets back to two-way, strategically using roundabouts to reassign traffic loads to a broader network, changing every street into a complete street, and developing a waterfront park and plaza plan that is integrated with the bicycle and street plans. Funding and implementing the plan enjoyed a high degree of public and business support due to the charrette-based design process.

The public support was so high for our concepts that the Mayor at the time, Pete Buttigieg, did not want to miss a "construction season" and initiated an accelerated implementation process on the early stages of the plan, even before the final charrette process was finished. Due to this concurrent activity, within six months of completing the final charrette, two one-way streets were restored to two-way, and a third street was rebuilt to become an attractive 2-lane street with street trees and wider sidewalks. Hundreds of millions of dollars of investment and development were attracted to the downtown due to the Smart Streets Initiative. Interestingly, the private investors did not wait until the Smart Streets Initiative was implemented. Investment began flowing into the City as implementation was beginning.

Today, the original plan is mostly implemented, community pride is high, and the downtown renaissance has continued and spread. The City kept Toole Design involved after the Smart Streets Initiative through an on-call contract. Examples of tasks were far ranging and include:

- Helping the City redesign difficult intersections to become pedestrian and cyclist-friendly;
- Critiquing and developing site plans for infill developments;
- Complete Street concepts for arterial corridors;
- Strategies to reposition the city, east of the river, to be multimodal;
- Develop a Complete Streets strategy to connect the two sides of the river, the downtown, and the University of Notre Dame;
- Conduct the transportation and land use planning for a highway removal.

Regarding the highway removal project, the first steps include removing the interchanges on both sides of the river, restoring the damaged street networks, reengaging the river, and redeveloping the liberated land with housing, shops, and waterfront parks and trails. The six-lane highway bridge will be adaptively reused. The four lanes, toward the north side of the bridge, will be reconfigured into a Highline-type linear park with great views of the downtown skyline. The remaining two lanes, along the south side of the bridge, will become part of the two-lane, two-way, complete, street network.

Following the Smart Streets Initiative, the costs and time-lines for the on-call services were determined by task. The tasks ranged in cost from \$2K to \$50K and the schedules were determined to meet the City's needs at the time. Some tasks needed to be done right away due to an urgent need and others were spread over months.



SULPHUR SPRINGS WEST DOWNTOWN LINEAR PARK AND URBAN DESIGN PLAN

SULPHUR SPRINGS, TX



Residents of Sulphur Springs had long abandoned the Main Street, Heritage Square, and the downtown in favor of big box retail stores that had developed along the highway bypass. Through the Downtown Revitalization Plan, Toole Design transformed Sulphur Spring's vacant downtown back into a vibrant hub of business and public life, earning the City a Rudy Bruner Award.

In the Spring of 2021, the City asked Toole Design to help further Sulphur Springs's revitalization, this time with a focus on Downtown West. Using a design charrette, Toole Design collaborated with property owners, City staff, stakeholders, and residents to learn about the community's aspirations, history, challenges, constraints, and values. We used their input to create starter ideas, developing these ideas over time into detailed plans that had the backing and support of the community.

The resulting plan features a linear park with a stream, lake, paths, passive and active places, special plantings, and interpretive features. A mixed-use development will have residential space towards the north and then becomes increasingly active and mixed with commercial space towards the south and around the lake. The streets and bridges were designed to be highly accessible, slow, shaded, contextual, and beautiful.

Once built, West Downtown will feature denser housing types, live/work opportunities, active and passive recreation, and amenities, effectively transforming into a local and regional destination.

DILLARD STREET COMPLETE STREETS

WINTER GARDEN, FL

connect to history **green** connect to history
vegetation Native Plants **pedestrian lighting**
Pedestrian Friendly slower traffic
street art Vegetation **Roundabouts**
Human Scale **Gateway**
Bike Trail **Brick intersections**



Dillard Street is the main route into the City of Winter Garden's downtown. The City of Winter Garden hired Toole Design to develop a Complete Street concept for the one-mile corridor. The entire plan for the Complete Street was conceived and drawn on-site, during a community charrette process. The community's values and ideas were solicited during a thorough "discovery phase" that involved site visits, public meetings, and one-on-one interviews. The discoveries were then translated into a 3-lane, tree-lined, slower street concept, with separated bike facilities, wide sidewalks, rain gardens, art opportunities, roundabouts at busy intersections, buried power lines, and safer crossings.

The separated bike facilities along Dillard Street will intersect with Winter Garden's main street, Plant Street, as well as the West Orange Trail. Approximately 100,000 people visit the downtown every month via the trail and the trail users account for 25% of the downtown's economy. Having witnessed what happened in the downtown, the community consensus was that the reconstruction of Dillard Street as a Complete Street will lead to better outcomes economically, socially, recreationally, aesthetically, and functionally for the adjacent land uses and all modes of travel. The road diet, roundabouts, safer travel speeds, median refuges, and multiple crossing locations will eliminate the barrier effect of the street, enhance access to businesses and neighborhoods, and improve the image of the City.

RACINE DOWNTOWN PUBLIC REALM AND PARKING PLAN

RACINE, WI



Toole Design worked closely with Racine City officials and the Downtown Racine Corporation to create a public realm and parking plan for Downtown. The plan includes three interconnected components:

1) Monument Square Re-design

The Monument Square design features a flexible, flush curb street that expands into surrounding rights-of-way to accommodate a variety of civic festivals. This flexible space includes large and small event lawns, shaded spaces for informal gatherings, a splash pad for warmer seasons that can serve other outdoor uses during winter months.

2) Main Street Corridor Traffic Design

The ultimate Main Street design includes right-sizing the street to one travel lane in each direction, on-street parking on both sides of the street with bulb-outs for additional street trees and raised separated bicycle lanes adjacent to the expanded sidewalk furnishing zones. The plan provides direction for curbside management needed for pick-up and delivery associated with adjacent businesses as well as ride share operations and micromobility options.

3) Downtown Parking System Strategy

Careful consideration was given to the short-term parking needs of surrounding retail uses and to the universal accessibility of the of the gathering spaces. The parking component balances long-term parking needs of employees with the short-term turnover that businesses require for customers. It also emphasizes parking technologies and pricing as ways to manage and share this public resource.

These elements promote the downtown as a welcoming destination, a place to arrive and stay, a thriving business and cultural center, and a place to call home. Toole Design worked closely with City officials and the Downtown Racine Corporation to deliver this publicly endorsed project within five months.

CHAPEL HILL DOWNTOWN MULTIMODAL MOBILITY STUDY

CHAPEL HILL, NC



Downtown Chapel Hill is a place filled with the energy of long-time residents, university students, local businesses, and out of town visitors. As the Town has grown, the need to provide safe and comfortable mobility options became apparent. Recent changes explored ways to create designated space for people walking and bicycling; however, Town staff, residents, and businesses desired a more comprehensive and clear vision for mobility. Toole Design collaborated with the Town and general public to craft a vision for mobility that increased access and highlighted that Downtown is the heart of all types of exchange—social, relationship, financial, cultural, and more.

A graphic-rich report was developed to illustrate mobility options and explain why changes to downtown streets can benefit all users, include static users such and local businesses. The vision for mobility emphasized high-quality space for pedestrians. Wider sidewalks, café seating, gathering spaces, safe crossings, and visual interest became critical elements recommended for the future of mobility in Downtown Chapel Hill. Toole Design used public feedback to develop additional recommendations for separated bikeways, on-street parking, loading and unloading zones, curbside management, motor vehicle travel lanes, and operations changes to improve the experience of traveling to downtown. The final report is a foundation for streetscaping and design efforts that will take place in future phases and ultimately enhance the people-focused qualities that exist in Downtown Chapel Hill.

HAVRE DE GRACE DOWNTOWN REVITALIZATION PLAN

HAVRE DE GRACE, MD



The City of Havre de Grace is a cultural and historic waterfront town situated on the Susquehanna River and Chesapeake Bay with aging infrastructure. The city received funding for new underground utility infrastructure which this project is leveraging as an opportunity to reimagine the downtown space and provide a once in a lifetime restoration of Havre de Grace's existing street network, public spaces, and waterfront, while supporting the vibrant business community.

During an extensive charrette process in 2022, Toole Design and the City of Havre de Grace held virtual public meetings, open studios, client group meetings, and stakeholder interviews to engage the public and stakeholders with our initial concept designs and define an overall vision and a focused set of priority areas for the downtown revitalization. Following the charrette process, Toole Design led the design of the Phase 2A, Preliminary Engineering tasks for the selected Priority 1 areas (Washington Street, Pennington Avenue, Rochambeau Plaza, and Green Street). This phase advanced the initial charrette concepts, first through 10% Design which included existing conditions investigation and preliminary environmental review, then through 30% Design which included preliminary stormwater management, utility coordination, and the establishment of the design direction for Priority 1 areas. The design proposes wider sidewalks, a healthy and consistent tree canopy, flush (curbless) streets, and shared spaces, all of which will create a sense of place, where residents and visitors want to experience and spend time. The flush street design creates an accessible corridor for all pedestrians, regardless of mobility impairment. Toole Design performed preliminary grading to ensure the flush street design simultaneously provides proper drainage while meeting accessibility goals.

In parallel to our roadway design, our team is coordinating the hardscape, landscape, lighting, and furnishings to ensure a design that compliments the historic characteristics of the City as well as provides a coordinated design that adds beauty and charm to the downtown. The next phases include finalizing the construction documents through final design and advertisement, including an anticipated construction phase beginning in late 2023/early 2024.

ATHENS-CLARKE COUNTY CONTINUING BICYCLE AND PEDESTRIAN SERVICES

ATHENS, GA

Toole Design has been working alongside Athens-Clarke County since 2017 to envision and then implement bicycle and pedestrian facilities throughout the entire County.

Our work started with the development of the Athens In Motion Bike and Pedestrian Master Plan, which put specific emphasis on connectivity, increasing users, context-appropriate recommendations, implementing projects, and integrating with the University of Georgia (UGA) campus. Toole Design went beyond traditional public engagement techniques to develop a robust grassroots process for reaching all corners of the community. The result was an implementation plan, complete with phasing, cost estimates, and keys to success. We developed an education, safety, and encouragement plan as a complement.



To assist in the implementation of projects identified in the plan, Toole Design developed a GIS based project prioritization tool. After the tool's creation, we began to help the County design several high priority projects from the Plan. To start, we prepared restriping plans for Lumpkin Street to facilitate the creation of on-street bicycle facilities across the UGA campus. We prepared planning analysis and concept designs for bicycle and pedestrian facility alternatives along the Barber Street and Prince Avenue corridors. These concepts included a variety of bikeway types and intersections that reduce vehicle speeds and provide a low-stress connection within the community. The Prince Avenue concept was advanced to an on the ground pilot project, which recently received unanimous approval from the County Commission for permanent installation.

Currently, we are creating additional alternative design concepts for a portion of Barber Street as well as Hawthorne Avenue and final design plans for Prince Avenue. Additionally, we recently authored the successful RAISE grant application for North Avenue that resulted in the award of \$25 million for multimodal connectivity. Each of these projects (and the others to come) bring Athens-Clarke County one step closer to achieving the vision established in the Athens in Motion Plan: a connected, cohesive community where people of all ages and abilities can walk and bike.

CITY OF SPARTANBURG ON-CALL

SPARTANBURG, SC



Toole Design is proud to serve as an on-call consultant to the City of Spartanburg. Through this contract, Toole Design serves as an extension of staff to the City, providing project management, planning, public engagement, graphics support, landscape architecture, and civil engineering services. Toole Design has been privileged to provide a variety of services through this on-call assignment, including:

Mary Black Rail Trail Extension Public Outreach Materials: Toole Design assisted the City's public outreach efforts by developing images depicting the proposed route, cross sections, and visualizing what the trail would look like on several of the streets along the route. Toole Design's work aided in the City winning the "Healthy Living Challenge" a nationwide competition by the Health Coordinating Council. Spartanburg was chosen from among 42 communities to be one of five to participate in a five-year challenge to improve five measures of health and economic vitality and receive support from the Council.

Northside Transportation Planning Services: Toole Design assisted the City in further developing a transportation concept presented in the Northside Choice Neighborhood Transformation Plan. Toole Design produced mapping, cross sections, and cost estimates to better understand the challenges and opportunities presented through the implementation of a central spine Complete Street.

Mary Black Rail Trail Extension Design: The project incorporates separated shared use path sections and a street-level separated bikeway and sidewalk. The separated bikeway will be the first such facility in the State of South Carolina. Toole Design is coordinating closely with the South Carolina Department of Transportation (SCDOT) district and headquarters staff on the design so that the Department will accept and promote this type of facility in the future.

Additional assignments have included neighborhood connectivity analysis, park design, and bikeway design.

REFERENCES

The Toole Design Team is proud of the work we have done with clients across the region. Please feel free to contact our references listed below.



CITY OF WINTER GARDEN

Tanja Gerhartz, Economic Development Director
407.656.4111 | tgerhartz@cwgdh.com

The City of Winter Garden hired Toole Design to develop a Complete Street concept for the one-mile corridor. The entire plan for the Complete Street was conceived and drawn on-site, during a community charrette process.



CITY OF SULPHUR SPRINGS

Marc Maxwell, City Manager
903.885.7541 | mmaxwell@sulphurspringstx.org

Through the Downtown Revitalization Plan, Toole Design transformed Sulphur Spring's vacant downtown back into a vibrant hub of business and public life, earning the City a Rudy Bruner Award. In the Spring of 2021, the City asked Toole Design to help further Sulphur Springs's revitalization, this time with a focus on Downtown West.



CITY OF SOUTH BEND

Jitin Kain, Deputy Director of Public Works
574.235.5835 | jkain@southbend.gov

Toole Design worked with the City of South Bend to envision its entire downtown as a human-scale network of pedestrian and cyclist-friendly streets that maximizes social and economic exchange as well as private investment. The result was the South Bend Smart Streets Initiative, a network plan of streets, trails, and open spaces that revitalized the area.



HOURLY RATES AND REQUIRED FORMS

HOURLY RATES

Toole Design's anticipated hourly rates are below. Please note:

- Salary escalation occurs annually in April
- Average, annual salary increase 5%
- Anticipated Indirect Cost Increase 2% annually
- Staff may change Classifications during contract term
- Reimbursable Expenses will be charged at cost

Classification	Current Rate
Principal in Charge	\$358
Engineering Lead III	\$264
Engineering Lead II	\$251
Engineering Lead I	\$220
Senior Engineer	\$188
Project Engineer II	\$169
Project Engineer	\$155
Engineer III	\$144
Engineer II	\$128
Engineer	\$115
Planning Lead III	\$260
Planning Lead II	\$232
Planning Lead I	\$200
Senior Planner	\$179
Project Planner II	\$163
Project Planner	\$152
Planner III	\$139
Planner II	\$125
Planner	\$105
Landscape Architect Lead	\$223
Senior Landscape Architect	\$160
Landscape Architect	\$139
Designer II	\$116
Designer	\$100
GIS Analyst	\$144
GIS Specialist	\$127
Graphic Designer	\$99
Intern	\$76
Technician Manager	\$176
Technician	\$122
Administration	\$115

I. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, then please say so.

CONFIDENTIAL

Toole Design Group, LLC was involved in the following case: "William E. Newman, individually and Executor of the Estate of Lidia A. Procaccino a/k/a Lidia Procaccino-Newan, deceased v. New Flyer of America, Inc., New Flyer Industries, Inc., NFI Group, Inc., New Flyer Industries Canada ULC, City of Philadelphia Law Department and Toole Design Group, LLC."

This is a personal injury action arising out of a traffic accident in which a pedestrian crossing an intersection in Philadelphia was struck by a bus. Toole Design did not provide any engineering services, operations assessment, safety analysis, or traffic study services in relation to the intersection where the accident occurred. Toole Design entered into a settlement agreement to end our involvement in the lawsuit with no fault attributed to Toole Design.

J. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>August 15, 2023</u>
No. <u>2</u>	Dated <u>August 18, 2023</u>
No. <u>3</u>	Dated <u>August 24, 2023</u>
No. <u>4</u>	Dated <u>August 29, 2023</u>



EXHIBIT "A"
RFQ CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

Toole Design Group, LLC

Firm Name

Signature

Roswell Eldridge | Executive Vice President and Chief Operating Officer

Name and Title (Print or Type)

Date

EXHIBIT "B"
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Respondent, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent: Toole Design Group, LLC

Signed: 

By: Roswell Eldridge
(Print or Type Name)

Title: Executive Vice President and Chief Operating Officer

Date: 8/29/23

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFQ #23-008

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS, AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE.

Toole Design Group, LLC
COMPANY NAME

301.927.1900
TELEPHONE (INCLUDE AREA CODE)

301.927.2800
FAX (INCLUDE AREA CODE)

marketing@tooledesign.com
E-MAIL ADDRESS



AUTHORIZED SIGNATURE (manual)

Roswell Eldridge | Executive Vice President and Chief Operating Officer
NAME/TITLE (PLEASE PRINT)

8484 Georgia Avenue, Suite 800
STREET ADDRESS

Silver Spring, MD 20910
CITY STATE ZIP

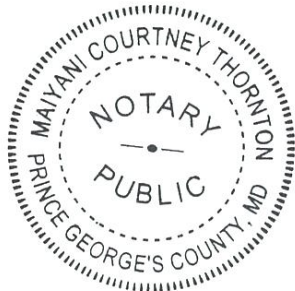
FEDERAL ID # 05-0545429

____ Individual ____ Corporation ____ Partnership ☒ Other (Specify) Limited Liability Company

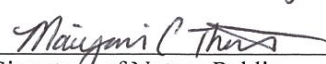
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this 29 day of August, 2023.

Personally Known _____ or
Produced Identification _____

Personally Known
(Type of Identification)



Notary Public - State of Maryland
County of Prince George's



Signature of Notary Public

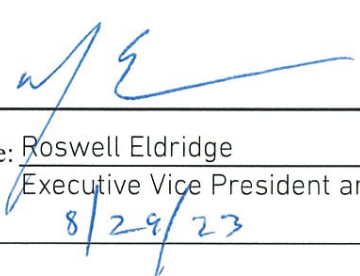
Maiyani Thornton
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT "D"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Toole Design Group, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Toole Design Group, LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Roswell Eldridge
Executive Vice President and Chief Operating Officer
Date: 8/29/23

STATE OF ~~FLORIDA~~ Maryland
COUNTY OF Prince Georges

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 8/29/23 (date) by Roswell Eldridge (name of officer or agent, title of officer or agent) of Toole Design Group, LLC (name of contractor company acknowledging), a Maryland (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

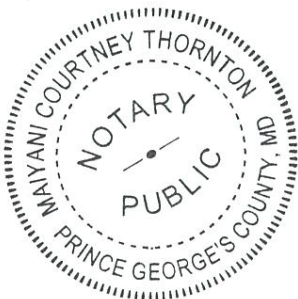


Notary Public

Maiyani Thornton

Name typed, printed or stamped

My Commission Expires: 11/21/2023





Company ID Number: 447594

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Toole Design Group, LLC
Company Facility Address	8484 Georgia Ave Suite 800 SilverSpring, MD 20910
Company Alternate Address	
County or Parish	MONTGOMERY
Employer Identification Number	050545429
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	9

STAFF REPORT

Meeting Date: October 17, 2023
Item #: 12

Contact Name: Olena Stokych, Joyce Tolbert
Contact Number: Ext. 1521, Ext. 1516

Department Director: Rebecca Roberts
City Manager: Robert Frank

Subject: Approval to Award Request for Qualifications (RFQ) #23-010 Professional Planning Services for the City of Ocoee's Land Development Code Update. (Procurement Manager Tolbert)

Background Summary:

In compliance with the City of Ocoee (City) Purchasing Code Chapter 21 statements of qualifications were solicited from experienced planning consulting firms to provide Professional Planning Services for the City of Ocoee's Land Development Code Update (LDC). The City is undertaking an update of its LDC to develop standards that foster the type, scale, and form of growth envisioned by the City's Comprehensive Plan and Special Area and Overlay Plans while continuing to preserve environmentally sensitive and unique areas within the City. The firm selected by the City will have a combination of the land use, site design, code writing, legal, and public outreach skills needed for the development of a hybrid form-based Code that protects the character of the City and defines urban possibilities, particularly within the City's Downtown Area, to achieve the desired City vision.

The RFQ was advertised on August 20, 2023, and was publicly opened on September 19, 2023. There were three (3) responses submitted. The Finance and Development Services Department reviewed the qualification statements and all were considered responsive. See the attached RFQ checklist. Attached are the three (3) responses.

The three (3) responses were evaluated by the RFQ Evaluation Committee appointed by the City Manager, which was comprised of five (5) members: Michael Rumer, Development Services Director; Ginger Corless, Deputy Development Services Director & CRA Administrator; Eileen Feliciano, Urban Designer; Anoch Whitfield, Zoning Manager and Milen Womack, P.E., City Engineer. The Public Evaluation Committee meeting was held on October 4, 2023, to interview the shortlisted firms. Please see the attached shortlist/evaluation form. The Evaluation Committee short-listed the following firms in ranked order and recommends contracting with the top-ranked firm, per the attached award recommendation from Michael Rumer, Development Services Director.

The Table below is the Evaluation Committee's rankings:

Rank	Respondent
1	Kimley-Horn and Associates, Inc.

2	Clarion Associates LLC
3	Calvin, Giordano & Associates, Inc.

Issue:

Should the Honorable Mayor and City Commissioners award the contract for RFQ #23-010 Professional Planning Services for the City of Ocoee's Land Development Code Update to the top-ranked firm as recommended by the Evaluation Committee?

Recommendations:

Staff recommends the Honorable Mayor and the City Commissioners:

1. Award Request for Qualifications #23-010 Professional Planning Services for the City of Ocoee's Land Development Code Update to the top-ranked firm **Kimley-Horn and Associates, Inc.**, and;
2. Authorize the City Manager and Staff to proceed with contract negotiations with this firm, and issue purchase orders for up to the budget amount of \$150,000.00, and;
3. Authorize the Mayor, City Manager, and Staff to execute the required contract documents with this firm once the required insurance is received. Staff also recommends the City Manager be authorized to approve change orders to this contract up to the limit of his purchasing authority, and up to the budgeted amount for all change orders.

If contract negotiations are unsuccessful with the top-ranked firm, staff shall terminate negotiations and initiate negotiations with the next ranked firm, and so on, until an agreement is reached.

Attachments:

1. Award Recommendations - Professional Planning Services for the Land Development Code Update
2. Shortlist, Individual Evaluation Forms
3. RFQ23-010 Checklist
4. Kimley-Horn and Associates, Inc.-E-Verify
5. Clarion Associates LLC
6. Calvin, Giordano & Associates, Inc.
7. RFQ #23-010 Professional Planning Services for the City of Ocoee's Land Development Code Update
8. Addendum #01-Professional Planning Services for the City of Ocoee's Land Development Code Update
9. Addendum #02-Professional Planning Services for the City of Ocoee's Land Development Code Update

Financial Impacts:

This project is adequately funded in the Development Services Budget, the estimated budget amount for this project is \$150,000.00.

Type of Item: Consent



MEMORANDUM

TO: Olena Stokych, Purchasing Agent 
FROM: Michael Rumer, Development Services Director
DATE: 10/05/2023
RE: Selection Committee recommendations for Professional Planning Services for the City of Ocoee's Land Development Code Update

The City received qualification packages from three (3) firms. On Wednesday, October 04, 2023, interviews were held with the three (3) firms. The selection committee was made up of myself, Ginger Corless Development Services, Anoch Whitfield Development Services, Milen Womack Public Works, and Eileen Feliciano Development Services.

Based on the information provided by each firm, including their qualifications, team experience, and approach to the Land Development Code (LDC) update, the selection committee ranked the firms as follows:

1. Kimley-Horn
2. Clarion
3. Calvin, Giordano & Associates

Each of the three (3) firms have adequate experience to accomplish the task. The selection committee through the RFP ranking system selected Kimley-Horn as the highest ranked firm based on their approach to the LDC update that includes utilizing their experience in permitting development, experience as the City's Transportation consultant, staff experience with the past Downtown Master plan, and experience getting codes approved and implemented.

Staff requests the City Commission acceptance of the ranking presented above and approve staff to begin negotiations with the top ranked firm. The update to the LDC is funded in this current fiscal year.

**RFQ #23-010 PROFESSIONAL PLANNING SERVICES FOR THE CITY OF OCOEE'S
LAND DEVELOPMENT CODE UPDATE
SHORTLIST FOR INTERVIEWS**

Respondent		Calvin, Giordano & Associates, Inc.	Clarion Associates LLC	Kimley-Horn and Associates, Inc.
Evaluator 1		2	3	1
Evaluator 2		3	2	1
Evaluator 3		3	1	2
Evaluator 4		1	3	2
Evaluator 5		3	2	1
TOTAL		12	11	7
RANKING		3	2	1

Note: Lowest Total is Top Ranking

**RFQ #23-010 PROFESSIONAL PLANNING SERVICES FOR THE CITY OF OCOEE'S
LAND DEVELOPMENT CODE UPDATE
SHORTLIST FOR INTERVIEWS**

Respondent		Calvin, Giordano & Associates, Inc.	Clarion Associates LLC	Kimley-Horn and Associates, Inc.
Evaluator 1		2	3	1
Evaluator 2		3	2	1
Evaluator 3		3	1	2
Evaluator 4		1	3	2
Evaluator 5		3	2	1
TOTAL		12	11	7
RANKING		3	2	1

Note: Lowest Total is Top Ranking

RFQ #23-010
PROFESSIONAL PLANNING SERVICES FOR THE CITY OF OCOEE'S
LAND DEVELOPMENT CODE UPDATE
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Calvin, Giordano & Associates, Inc.	Clarion Associates LLC	Kimley-Horn And Associates, Inc.
Ability of firm to provide type & quality of services outlined in Scope of Services (0-30 Points)	29	29	30
Quality & extent of assigned staff's experience with Code updates & planning efforts as they relate to the City's Scope of Services (0-30 Points)	28	30	29
Ability to complete project within budget with current / projected workload (0-20 Points)	18	20	19
Efficiency, cost-effectiveness, and demonstration of value added to achieve Client goals (0-20 Points)	18	20	20
TOTAL POINTS (0-100)	92 0	99 0	98 0
MEMBER RANKING (1-3)	3	1	2

Evaluator Name MICHEL Womack

Evaluator Signature M.D. Womack

RFQ #23-010
PROFESSIONAL PLANNING SERVICES FOR THE CITY OF OCOEE'S
LAND DEVELOPMENT CODE UPDATE
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Calvin, Giordano & Associates, Inc.	Clarion Associates LLC	Kimley-Horn And Associates, Inc.
Ability of firm to provide type & quality of services outlined in Scope of Services (0-30 Points)	26	27	30 28
Quality & extent of assigned staff's experience with Code updates & planning efforts as they relate to the City's Scope of Services (0-30 Points)	28	29	29
Ability to complete project within budget with current / projected workload (0-20 Points)	15	16	17
Efficiency, cost-effectiveness, and demonstration of value added to achieve Client goals (0-20 Points)	17	18	17
TOTAL POINTS (0-100)	86	90	91 93
MEMBER RANKING (1-3)	3	2	1

Evaluator Name P. Eileen Feliciano

Evaluator Signature P. Eil Felicio

RFQ #23-010
PROFESSIONAL PLANNING SERVICES FOR THE CITY OF OCOEE'S
LAND DEVELOPMENT CODE UPDATE
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Calvin, Giordano & Associates, Inc.	Clarion Associates LLC	Kimley-Horn And Associates, Inc.
Ability of firm to provide type & quality of services outlined in Scope of Services (0-30 Points)	29	30	30
Quality & extent of assigned staff's experience with Code updates & planning efforts as they relate to the City's Scope of Services (0-30 Points)	29	29	30
Ability to complete project within budget with current / projected workload (0-20 Points)	18	17	18
Efficiency, cost-effectiveness, and demonstration of value added to achieve Client goals (0-20 Points)	18	17	19
TOTAL POINTS (0-100)	0 94	93	97 0
MEMBER RANKING (1-3)	2	3	1

Evaluator Name

Michael Rumer

Evaluator Signature

Michael Rumer

RFQ #23-010
PROFESSIONAL PLANNING SERVICES FOR THE CITY OF OCOEE'S
LAND DEVELOPMENT CODE UPDATE
INDIVIDUAL EVALUATION FORM

• How long do you anticipate a project like this taking?

Individual Evaluation Form

Evaluation Criteria	Calvin, Giordano & Associates, Inc.	Clarion Associates LLC	Kimley-Horn And Associates, Inc.
Ability of firm to provide type & quality of services outlined in Scope of Services (0-30 Points)	30 25	25	25
Quality & extent of assigned staff's experience with Code updates & planning efforts as they relate to the City's Scope of Services (0-30 Points)	Staff covers all areas of RFO needs 29	PM just grad. & has < 1 yr exp. No local contact except Tara 15	Good technical staff but no — mention of legal staff/skills 28 25
Ability to complete project within budget with current / projected workload (0-20 Points)	Already started looking @ plans & driving the City 20	15	20
Efficiency, cost-effectiveness, and demonstration of value added to achieve Client goals (0-20 Points)	20	15 10	20
TOTAL POINTS (0-100)	94 99	70 65	93 90
MEMBER RANKING (1-3)	1	3	2

Evaluator Name

Anoch Whitfield

Evaluator Signature

Anoch Whitfield

Proposed scope doesn't include Task 2 info

RFQ #23-010
**PROFESSIONAL PLANNING SERVICES FOR THE CITY OF OCOEE'S
 LAND DEVELOPMENT CODE UPDATE
 INDIVIDUAL EVALUATION FORM**

Individual Evaluation Form

Evaluation Criteria	Calvin, Giordano & Associates, Inc.	Clarion Associates LLC	Kimley-Horn And Associates, Inc.
Ability of firm to provide type & quality of services outlined in Scope of Services (0-30 Points)	30	30	30
Quality & extent of assigned staff's experience with Code updates & planning efforts as they relate to the City's Scope of Services (0-30 Points)	28	30	30
Ability to complete project within budget with current / projected workload (0-20 Points)	19	18	20
Efficiency, cost-effectiveness, and demonstration of value added to achieve Client goals (0-20 Points)	19	19	19
TOTAL POINTS (0-100)	96	97	99
MEMBER RANKING (1-3)	3	2	1

Evaluator Name Ginger Corless

Evaluator Signature 

RFQ #23-010
PROFESSIONAL PLANNING SERVICES FOR THE CITY OF OCOEE'S
LAND DEVELOPMENT CODE UPDATE
CHECKLIST
09/19/2023 2:00 PM

No.	RESPONDENT	Submission Requirements- Qualifications, References, Workload	Acknowledge Addendum #1 & #2	Company Verification	Rates, Forms, Summary of Litigation	Company Info/ Signature Sheet	E-Verify Affidavit & Proof of Registration
1	Calvin, Giordano & Associates, Inc.	✓	✓	Active	yes, summary of litigation - none	✓	✓
2	Clarion Associates LLC	✓	✓	Active	yes	✓	✓
3	Kimley-Horn And Associates, Inc.	✓	✓	Active	yes	✓	Requested a copy of their proof of registration in the E-Verify system 09/20/23. Received 09/21/23.

Note:

Firms listed in alphabetical order.

Missing forms is considered a minor irregularity

Professional Planning Services *for the* City of Ocoee's Land Development Code Update

RFQ# 23-010



Professional Planning Services

for the City of Ocoee's Land
Development Code Update

RFQ# 23-010

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September 19, 2023

Olena Stokych
Purchasing Analyst
1 North Bluford Avenue
Ocoee, FL 34761

Kimley»Horn

189 South Orange Avenue
Suite 1000
Orlando, FL 32801

**RE: Professional Planning Services for the City of Ocoee's Land Development Code Update,
RFQ #23-010**

Dear Ms. Stokych and Members of the Selection Committee:

Kimley-Horn appreciates the opportunity to present our qualifications for Professional Planning Services for the City of Ocoee's Land Development Code (LDC) Update. As the third largest city in Orange County, the City of Ocoee is in the enviable position of being a growing community within a growing region. We understand that you are looking for a LDC update, which captures the growth envisioned by the City's Comprehensive Plan and Special Area and Overlay Plans while continuing to preserve environmentally sensitive and unique areas. Kimley-Horn has the range of skillsets necessary to develop a hybrid form-based code that facilitates a vibrant and people-oriented community, which prioritizes growth and environmental conservation, and preserves the City of Ocoee's story.

As you select a trusted advisor in this endeavor, please consider the following benefits our team offers you:

Local Knowledge and Commitment. For the last five years, Kimley-Horn has had the privilege of collaborating with your staff and stakeholders as your transportation planning consultant. In addition, Kimley-Horn is currently providing support services for the Transportation Element of the City's Comprehensive Plan Update. Our strong understanding of your goals, leadership, stakeholders, and community will make us a highly effective partner throughout the LDC update process. Kimley-Horn is committed to the City of Ocoee's vision, to be a livable and interconnected community, with a strong sense of place, thriving businesses, and a vibrant public realm.

Place-Based Approach. Kimley-Horn's multi-disciplinary team excels at designing, coding, and planning for great people places using placemaking to achieve transformative results. We believe that great people places contribute to economic development, sustainability, and quality of life for all the citizens of our region. We use a wide range of tools to create these places including site planning, design guidelines, code and plan amendments, analysis and mapping, public space design, and multi-modal transportation design.

Leading Experts. The team dedicated to this project has been specifically focused for the last decade on creating form-based codes and hybrid form-based codes in Florida that implement place-based visions in historic fabric and evolving suburban places while responding to the unique legal and physical conditions of Florida. We understand the opportunities and can avoid the pitfalls of coding in the quickly evolving Central Florida context.

Collaborative Mindset. We are experts in public engagement with an ability to seamlessly employ multiple forms of communication including cutting-edge computer-generated illustrations, engaging presentations, and photographic examples that bring clarity to the public participation process. We also place a strong emphasis on collaborating with jurisdiction staff. We value your expertise in understanding your places, people, and processes and we structure our approach to make the most of that knowledge.

Vision to Reality. Our firm understands what it takes to turn regulations into reality because we are regularly involved in all phases of planning, design, and construction. Our team includes designers skilled in urbanism, architecture, public involvement, landscape architecture, civil engineering, and transportation as well as planning, coding, and Geographic Information System (GIS) analysis. Our codes and plans include usability and constructability review to ensure that your big ideas will be accepted and implemented by the private-sector. Our team also includes staff who have experience

administering codes while serving in local government, which means we understand what works and what doesn't once the code is adopted.

Our team has helped government partners create engaging plans, visions, and codes throughout the State of Florida from main street to the regional scale, all out of our local downtown Orlando office. Our Sarasota office will provide additional support. With our collaborative approach, Kimley-Horn offers a depth of support and the ability to respond immediately to the City's needs. We seamlessly employ this multidisciplinary practice and multi-office approach on our projects daily to provide exceptional client service.

Our experience with updating zoning/land development codes for municipalities throughout the Southeast provides a specialized perspective that balances well with our local knowledge. The Kimley-Horn team has a broad depth and breadth of Code experience including:

- Venice, FL (Full Unified Development Ordinance (UDO))
- Orange County, FL (Hybrid Form-Based Code)
- Seminole County, FL (Reorganization and with new form-based districts)
- Town of Indian River Shores, FL (Rewrite)
- Tri-City Special Area Plan Code, Largo, FL
- SunRunner Transit-Oriented Development (TOD) Code Assessment, St. Petersburg, FL
- Lealman, FL (Form-Based Code Development including Assessment)
- Monroe, NC (Full UDO)
- Thompsons Station, TN (Assessment)
- Monticello, FL (Assessment)
- Greer, SC (Full UDO)
- DeFuniak Springs, FL (Assessment with Historic Preservation)
- Apalachicola, FL (Assessment)
- Downtown Palm Harbor, FL (Form-Based Code Assessment/Recommendations)
- Albermarle County, VA (Hydraulic Small Area Plan and Code Assessment)
- City of Cape Canaveral, FL (Various Code Components)
- South Dunedin, FL (Character Overlay)
- Flagler Beach, FL

Trust. Confidence. Experience. Our people are the principal reason so many of our clients choose to select Kimley-Horn again and again. The experience and demeanor of our staff is what makes working with us simply a better experience. Our people become your team—a virtual extension of your staff. We understand the city's needs, the critical stakeholders, and the community's desires and sensitivities.

We look forward to working closely with City of Ocoee staff to develop a Land Development Code that meets your community's challenges, character, and aspirations. Thank you for your time and consideration.

Sincerely,

Kimley-Horn and Associates, Inc.



Eliza Harris Juliano, CNU-A
Project Manager
500 Delaney Avenue, Suite 404
Orlando, FL 32801
eliza.juliano@kimley-horn.com



B. Kelley Klepper, AICP
Principal-in-Charge, Vice President
1777 Main Street, Suite 200
Sarasota, FL 34236
kelley.klepper@kimley-horn.com
941.379.7673

As a Vice President with Kimley-Horn, B. Kelley Klepper, AICP is authorized to bind the firm on this contract.



Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 15, 2022 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented."
(Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated:

A handwritten signature in blue ink, appearing to read "Richard N. Cook", written over a horizontal line.

Richard N. Cook, Secretary

(corporate seal)



kimley horn.com

421 Fayetteville Street, Suite 600, Raleigh, NC 27601

919 677 2000

**Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 15, 2022**

The following individuals have authority to sign both standard and non-standard agreements directly related to serving clients ("Project Agreements"). Project Agreements include client contracts, subcontracts, project-specific vendor agreements, IPO's, contract amendments, non-disclosure agreements, teaming agreements, project-specific equipment and facility rental agreements for specific projects, and certifications related to proposals. This document does not grant authorization to sign other types of contracts or legal documents not directly related to client service such as office leases, software purchase or license agreements, tax returns, purchase agreements for supplies, or agreements to procure accounting, legal, recruiting, or similar services.

ATLANTIC

BALTIMORE CITY

Falk, Katherine W.
Kraft, Jonathan H.

BALTIMORE COUNTY

Leffner, Nicholas J.
Hutton, Heather

BOSTON

Keegan, Katherine A.

HARRISBURG

Bankert, Larry I.
McGinley, Steve M.

NEWPORT NEWS

Collins, Carroll E.

NORTHERN VIRGINIA

Byrd, Michael N.
Carter, Erica V.
Elman, Paul D.
Giffin, Geoffrey D.
Kauppila, John L.
Koopman, Jennifer R.
Lefton, Steven E.
Martin, Robert J.
Murphy, Erin M.
Musson, David B.
Prunty, Robert W.
Sauro, Thomas J.
Schrader, Carly N.
Stevens, Ross S.
Teague, M. Zach
Whyte, Richard D.

PHILADELPHIA

CENTER CITY
Harmon, Amanda R.
Hughes, Paul W.

PITTSBURGH

Beaves, Adele M.

PRINCETON

Diggan, Tony W.
Gibson, Adam T.

RICHMOND

Chance, Maxwell P.
Heustess, Aaron M.
Hill, Corey
Lickliter, Ashley C.

McCray, Danielle R.

McPeters, Brian A.

Perkins, Ryan R.

White, Timothy E.

VIRGINIA BEACH

Chambers, Jon S.
Crum, Katie E.
Davidson, Scott O.
Farthing, Andrew P.
France, William D.
Holland, Kimberly R.
Holland, Stephen R.
Jucksch, Rebecca R.
Mackey, William F.
Marscheider, Edward A.
Mertig, Karl E.
Miller Edward W.
Moser, Emily A.
Niss, Robyn M.
Royal, Jack R.
Votava Charles F.
Williams, Kyle D.

WHITE PLAINS

Canning, Thomas J.
Van Hise, Kevin

CALIFORNIA

LOS ANGELES

Blume, Robert D.
Chakravarthy, Srikanth
Fares, Jean B.
Kyle, Gregory S.
Phaneuf, Alyssa S.
Ranta, Shahrzad

OAKLAND

Akwabi, Kwasi
Colety, Mike D.
Dankberg, Adam J.

ORANGE

Adrian, Darren J.
Glaze, Jacob S.
Kerry, Nicole M.
Matson, Jason B.
Marechal, Jason A.
Melchor, Jason J.
Melvin, M. Pearse
Phillips, Chad E.

PLEASANTON

Durrenberger, Randal R.

Johnson, Miles R.

Mehta, Parag G.

Mowery, Michael C.

Sowers, Brian E.

RIVERSIDE

Cowan, Eugene D.
Pollock, John A.

SACRAMENTO

Melvin, Enda
Pittalwala, Fareed S.
Tait, Zachary T.
Weir, Matthew D.

SAN DIEGO

Barlow, Matthew T.
Becker, Justin S.
Harry, Jennifer L.
Kaltsas, Joseph D.
Landaal, Dennis J.
Madsen, Michael P.
McCormick, Matthew B.
McWhorter, Samuel L.
Podgracz, Anthony J.
Ullery, Megan R.

SAN JOSE

Hedayat, Leyla
Meyerhofer, Peter N.
Venter Frederik J.

CAROLINAS

CHARLESTON

Guy, Jonathan R.

CHARLOTTE

Blakley, Jr., Stephen W.
Edwards, Matthew A.
Lewis, Ryan T.
Pattison, Paul G.
Taylor, Benjamin S.

COLUMBIA

Iser, Christopher M.

DURHAM DOWNTOWN

Lewellyn, Earl R.

FORT MILL

Holcomb, John E.

RALEIGH

Adams, Richard C.

Barber, Barry L.

Beck, Chadwick W.

Brewer, Brian J.

Cochran, Adam P.

Cook, Richard N.

Deans, Neil T.

Denney, Seth A.

Keil, Ashley R.

Flanagan, Tammy L.

Kuzenski, John

Meador, Emily H.

Thompson, Erin K.

FLORIDA

BOCA-DELRAY

Spruce, Michael D.
Webber, Jason A.

FORT LAUDERDALE

Alam, Mudassar M.
Capelli, Jill A.
Falce, Christopher T.
McWilliams, John J.
Ratay, Gary R.
Robertson, Stewart E.
Viola, Stefano F.

FORT MYERS

Bryant, M. Lewis
Clark, Kellie R.
Wicks, Amy N.

GAINESVILLE

Towne, Christopher

JACKSONVILLE

Brenny, Martin T.
Mecca, Joseph P.
Mullis, Raiford M.
Roland, George E.
Shelton, Mark W.

LAKELAND

Lewis, Jason A.
Wilson, Mark E.
White, Wayne E.

MELBOURNE

Husainy, Kinan F.

MIAMI

Almonte, Leonte I.
Baldo, Burt L.
Buchler, Aaron E.

Collier, Julio A.

Fernandez, Jorge L.

Fye, Barton J.

OCALA

Busche, Richard V.
Gartner, Amber L.
Losito, Gene B.

ORLANDO

Chau, Hao T.
Lenzen, Brent A.
Littrell, Lance R.
Martin, Jonathan A.
Mingonet, Milton S.
Stickler, Brooks A.
Thigpen, Jonathan D.
Wetherell, Ryan S.

SARASOTA

Klepper, B. Kelley
Nadeau, Gary J.
Pankonin, James R.
Schmid, Seth E.

ST. PETERSBURG

Dodge, Dawn M.
Walker, Jordan W.

TALLAHASSEE

Barr, Richard R.
DeVeau, Zachariah A.

TAMPA

Bullock, Kelly B.
Gilner, Scott W.
Lee, Nathan Q.

VERO BEACH

Good, Brian A.
Lawson, Jacob B.
Roberson, Kevin M.
Thomas, Melibe S.
Van Rens, Peter J.

WEST PALM BEACH

Heggen, Christopher W.
Lee, Jason R.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Schwartz, Michael F.
Sumislaski, James M.

Professional Planning Services

for the City of Ocoee's Land
Development Code Update

RFP No. RFQ#23-010

TAB 1

Qualifications and Response to Scope of Services



Tab 1. Qualifications and Response to Scope of Services

For over a decade, the City of Ocoee has been diligently working to revitalize downtown and create new, walkable activity centers, both within the boundaries of the Community Redevelopment Agency (CRA). During this time, the city has made great efforts to balance the preservation of community character with the rapid growth experienced in Central Florida. The City is already witnessing private investments in desirable locations with significant investments in areas such as streetscapes underground infrastructure and remediation of contaminated soils.

Now, it is necessary to update the Land Development Code (LDC) to reflect the City's prior planning efforts. By doing so, we can ensure that private investments align with the values and expectations of the City and its residents. Kimley-Horn understands your vision. Our professionals have the placemaking focus and technical skills to translate the City's various plans and initiatives into regulations and shape the future of the community. The Kimley-Horn team was intentionally assembled to capitalize on the expertise of each team member and their contributions to the project scope. The team consists of code experts who are supported by a range of professionals, including urban designers, landscape architects, architectural designers, and engineers.

Innovative Standards for Placemaking

Our Team's lead, **Eliza Harris Juliano, CNU-A**, is known throughout Central Florida for her expertise in creating standards for walkable places. Since 2007, Eliza has partnered with public entities such as MetroPlan Orlando and Orange County to help shape the Central Florida region. Through her collaboration with MetroPlan Orlando, Eliza played a pivotal role in expanding upon the "How Shall We Grow" regional vision, creating growth scenarios that prioritize and support multimodal transportation. Her work in comprehensive planning and land development regulations spans the State of Florida, from the Gulf of Mexico to the Atlantic coast. She is committed to developing policies and codes that effectively integrate walkable standards into both established and developing areas. Eliza's public-sector work includes code updates in Orange County, Seminole County, the City of Titusville, and the City of Oviedo. Her dedication to incorporating walkability and sustainable practices into urban planning contributes to the creation of more livable and vibrant communities throughout Florida.



Eliza is supported by **Brian Canin, AIA, FAICP, CNU-A**, who offers valuable insights to our team as an architect and urban designer with decades of experience collaborating with Florida developers. His expertise in three-dimensional design enhances our efforts, ensuring a holistic understanding of the impact and implementation of our efforts. Eliza and Brian collaborate to create Great People Places by transforming grand ideas into actionable plans and regulations.

To integrate vision-based standards effectively, we have employed a variety of methods tailored to the specific geographic, regulatory, and cultural context of each jurisdiction. This includes implementing fully integrated SmartCode-based applications for entire jurisdictions or private developments, establishing new mixed-use districts within existing conventional codes, implementing frontage-based standards, and overlays. These diverse methodologies ensure that the walkable standards seamlessly align with the unique characteristics of each location.

Fundamentals of Planning in Florida

Kelley Klepper, AICP, and **Katy Magruder, AICP, CNU-A**, both started their careers in the public sector. With more than 30 years of experience in comprehensive planning, land development regulation, CRA planning, and review of development proposals, Kelley brings a wealth of knowledge to our planning team. As a key regional resource, he will play a vital role in providing expert guidance and quality control. Kelley stays up to date on important changes related to federal oversight, such as the Reed v. Gilbert case, as well as the dynamic landscape of Florida Statutes concerning planning. By keeping current with these developments, Kelley ensures that our processes and practices align with the best practices that have been proven effective through practical experience in code updates and assessments throughout Florida and the Southeast.

With almost seven years of experience as a planner for the City of Orlando, Katy brings a wealth of knowledge to the team. Her expertise in enforcing and drafting land development regulations in a dynamic urban area of Central Florida is invaluable. She has worked on small- and large-scale projects including the notable Packing District in Orlando, which is a significant infill development near the urban center. Katy is well-versed in regulating both small-scale downtown areas and major infill and redevelopment projects, such as those anticipated within the Community Redevelopment Agency (CRA). Her experience in processing applications in both existing and emerging walkable areas, ensures that the regulations we establish are easily understandable and actionable for staff to administrate. In addition, Katy participated in several key code initiatives involving accessory dwelling units and missing middle hours. Her expertise in this area is highly valued, and since her time at Kimley-Horn, she has authored walkable code standards for the cities of Titusville and Oviedo.

Sustainable Landscapes for Walkable Places

As the city urbanizes, we recognize maintaining and nurturing green and open spaces is an important goal for the City of Ocoee. **Greg Witherspoon, AICP, PLA, ASLA**, is deeply engaged in standards and practices related to sustainable urban landscapes and open spaces. In addition to his work on numerous private development projects, Greg has recently written landscape and/or arbor standards for Orange County, Seminole County, and the City of Oviedo with a focus on Florida-Friendly practices and the shaping of usable urban open spaces and streetscapes.

Greg and Brian Canin are founding members of OUTSIDE Collab, a nonprofit collaborative initiative that aims to address specific concerns pertaining to the establishment of sustainable and native landscapes in Central Florida. This endeavor encompasses all stages of the production chain, ranging from cultivation of plant material to regulations and design guidelines, as well as the installation and long-term maintenance of the landscapes.



Geographic Analysis and Mapping

The City of Ocoee wishes to implement walkable standards across diverse contexts, encompassing everything from the existing downtown to suburban corridors, as well as larger scale infill projects. We understand the importance of tailoring the approach to fit the specific context and scale of potential private investments in the built environment within the City.

Sribhava Kakani, CNU-A serves as our primary contact for Geographic Information System (GIS) activities, which can

greatly contribute to our understanding of the existing context areas, conditions within overlays, and available opportunities. In addition, Sribhava can support any mapping needs related to proposed zoning. She is currently managing an extensive and complex effort to create a comprehensive transect-based zoning map for Orange County.

With our extensive experience, our team is equipped to work closely with the City's staff in identifying the most suitable coding approach for varied contexts within the City. While there are commonalities associated with walkable standards, such as pedestrian-oriented streetscapes featuring shade, fenestration, building-orientation, and parking placement, the variety of conditions within the City require a tailored approach. You can have peace of mind knowing that we are adept at navigating these conditions and implementing appropriate strategies accordingly.

Public Outreach and Communication

Our in-house and local team possesses a wide range of knowledge and expertise in communicating with both public and elected officials. Furthermore, our principal designers and planners from various disciplines will be actively engaged throughout the entire process. It is imperative to designate a leader who will oversee the coordination of public involvement parallel with other efforts. **Angela Coullias, APA, CNU**, will manage the public involvement efforts. She effectively orchestrated the collaborative efforts of our team in facilitating public engagement initiatives for Seminole County, Orange County, and the municipalities of Edgewater and Titusville. Angela has provided public engagement and stakeholder management both in-person and virtually. Throughout this project, Angela will apply Kimley-Horn's forward-thinking and engaging approach to community outreach.



Our team places great value on the importance of visual communication. In collaboration with our technical staff, Henry Tamura will bring our team's placemaking strategies to life with his beautiful hand-drawn or computer-aided visualizations. His work helps the public, elected official, and other stakeholders understand the proposed standards and the benefits of change. Prior to joining our team as an urban designer and illustrator, Henry practiced as an architect in his native country of origin, Colombia.

The City of Ocoee has effectively used video to communicate with the public during the State of the City addresses. Additionally, Kimley-Horn can supplement or work with City resources to create alternative outreach strategies. We are currently developing a series of educational videos for the Orange Code and Vision 2050 to supplement the City's in-person public engagement efforts with Orange County.

Constructability and Grounding

To achieve tangible outcomes, it is imperative that regulations and standards designed to enhance the quality of life are firmly rooted in the practicalities of the market and infrastructure requirements. Our key team members across planning and landscape architecture, including Eliza, Brian, Kelley, and Greg, have extensive experience in the private sector. This background and experience will be invaluable as they bring their knowledge to this project as a means of "testing" the codes as they are being developed.

A Code is only as good as its ability to be implemented. Kimley-Horn's engineers provide valuable insight in translating engineering standards and practices and supplementing the regulatory and design focus with an emphasis on constructability.

Brian Ashby, P.E., offers 13 years of civil engineering experience. His expertise includes managing private-sector investments throughout the Florida region. Brian can assist with the constructability review of related infrastructure, such as stormwater and utility spacing.

With more than 18 years of consulting experience in transportation planning and traffic engineering, **James Taylor, P.E.**, will support our team with developer contributions towards the development of multimodal transportation infrastructure pertinent to the code. He is familiar with the City of Ocoee and has a vested interest in implementing tailored solutions that respond to the unique attributes of the City and are fully integrated with your vision for your future transportation system. James has built relationships with your staff and understands your workload and priorities as well as your preference for certain proprietary products.

Project Management and Adoption Support:

Kimley-Horn believes that being a good project manager and partner to our clients goes beyond being a technically sound consultant. Our project management approach is centered on the combined efforts of our team and the City staff. We recognize that a teamwork-based approach is crucial to successfully serve the City, bring your vision to life, and exceed your expectations. It is hard to overstate the importance of excellent communication skills during a project.

For more than a decade, Eliza has successfully managed numerous significant projects for various jurisdictions and large clients including MetroPlan Orlando, Orange County, Seminole County, and numerous public-and private-sector clients. Eliza and Katy bring valuable experience in engaging with and delivering presentations to diverse stakeholder groups and elected officials regarding matters that prove significant to the future of their jurisdictions. Presenting and explaining the Code is just as important as the development of the Code itself. We recognize that these decisions can significantly influence constituents, the business community, and leaders; therefore, ensuring effective communication of vision, context, and trade-offs is imperative throughout the process.

Task 1. Project Orientation and Document Review.	Eliza Juliano Katy Magruder James Taylor Sribhava Kakani	• Understanding of regional and local context • Consensus building and prioritization • Geographic analysis • Urban design context analysis
Task 2. Matrices of Standards.	Eliza Juliano Kelley Klepper Katy Magruder	• Urbanism and placemaking • Form-Based Codes • Conventional and Hybrid Codes • Horizontal and vertical mixed-use • Streetscape standards • Code administration review • Constructability review • Quality Control
Task 3. Annotated Regulatory Outline.	Brian Canin Greg Witherspoon	
Task 4. Code Drafting.	Brian Ashby James Taylor	
Task 5. Project Management and Coordination.	Eliza Juliano Katy Magruder	• Project Management Experience • Organization • Schedule Management • Cost-Effectiveness
Task 6. Community/Stakeholder Outreach.	Angela Coullias Henry Tamura Eliza Juliano Katy Magruder	• Verbal Communication • Written Communication • Public Meeting Design • Graphic Design and Illustrations

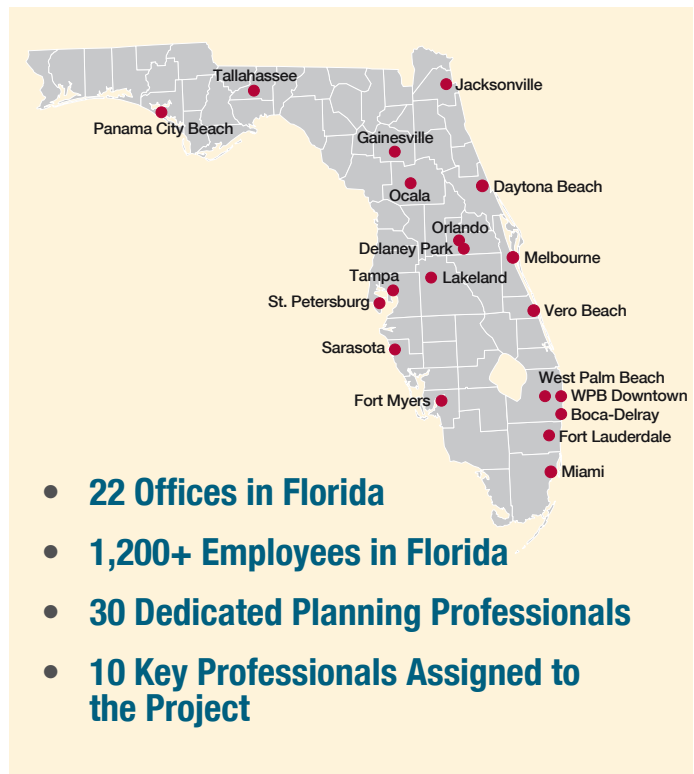
Task 7. Planning and Zoning Commission Review and Action.	Eliza Juliano Katy Magruder	• Verbal communication • Code proficiency • Responsiveness
Task 8. City Commission Review and Action.		
Task 9. Final Draft of LDC Update.	Eliza Juliano Katy Magruder Kelley Klepper	• Code proficiency • Responsiveness • Quality Control
Optional Tasks Not Required in Scope of Services: - Windshield survey - Zoning Map Updates - Stress Testing Potential Development Example - Illustrative Renderings for Public Meetings - Coordination on Video Public Outreach	Brian Canin Brian Ashby Sribhava Kakani James Taylor Henry Tamura	• Development services and site planning • Geographic Information Systems • Illustrative Renderings

Professional Qualifications of The Firm and Key Individuals

In January of 2023, Kimley-Horn joined forces with Canin Associates. Our newly expanded team is especially well-poised to serve the City of Ocoee. Our Orlando office will serve as the primary office, which is just 15 minutes from the City of Ocoee. Within the Orlando office, our multidisciplinary experience covers a wide range of services within planning, engineering, landscape architecture, urban design, environmental planning and design, and public policy.

Our permanent staff includes more than 7,200 professional, technical, and support staff in 120+ offices nationwide. In addition to our offices in Orlando and Sarasota, Kimley-Horn has more than 1,200 employees in 20 offices throughout the Florida region ready to assist the City of Ocoee.

Our project team has collaborated closely with numerous communities to help update their land development regulations and set the future vision for growth, change, and conservation. Our extensive experience and familiarity delivering these services enables us to effectively collaborate with staff, leadership, and citizens to identify issues, solve problems, and build consensus.



Our Community Planning Practice

Kimley-Horn's planners, urban designers, and engineers have a proven track record of collaborating with communities to develop progressive and context-sensitive plans. Our expertise extends throughout the entire process, from the initial assessment to providing a "Road Map" for the community, all the way to the comprehensive code/UDO update.

Kimley-Horn provided assessments and/or codes, in whole or in part, for the following communities:

- | | | |
|--------------------------|------------------------------|-------------------------------|
| - Orange County, FL | - City of Zephyrhills, FL | - City of Greer, SC |
| - Seminole County, FL | - City of Cape Canaveral, FL | - City of Grovetown, GA |
| - Lee County, FL | - Town of Butner, NC | - City of Sandy Springs, GA |
| - City of Venice, FL | - Town of Stallings, NC | - City of Charlottesville, VA |
| - City of Titusville, FL | - Town of Rolesville, NC | |
| - City of Oviedo, FL | - City of Monroe, NC | |

Our holistic approach to the process and preparation of these codes emphasizes:

- Consistency with the community's vision
- Identification of realistic and implementable solutions
- Clarity of administration
- Integration of land use and transportation

- Resiliency and environmental stewardship
 - Equity and fairness
 - A multimodal approach to the transportation system
 - Consensus-building
 - True engagement of the public and stakeholders, including inreach and outreach:
- » **Inreach** — Sufficient activities to learn from staff, management, and elected officials who are tasked with directly and indirectly making decisions that affect the future of the City
 - » **Outreach** — An engagement strategy that includes stakeholder events, interactive workshops, and online surveys—resulting in actionable data that informs the recommendations and how to implement.

Areas of Expertise

Community Planning

Successful community planning requires a combination of imagination and a focus on implementation. It is a collaborative process that involves engaging community leaders, landowners, stakeholders, and citizens to make informed decisions. Community planning aims to capture both the big picture and the details that matter, recognizing the interconnectedness of land use preservation and choices, transportation opportunities, resiliency, and economic development, public improvements, and policy. Kimley-Horn's community planning professionals have provided comprehensive solutions to the planning and design for communities of all sizes.



In Florida alone, our team members have worked on visions, comprehensive plans and LDCs for the cities of Sebastian, Tavares, Maitland, Titusville, Destin, and Venice, Seminole and Orange counties, and more.

Land Development Code Preparation and Amendments

Kimley-Horn appreciates the intricacies of modern zoning ordinances and has partnered with communities to prepare land development codes and zoning overlay districts that are comprehensive in nature, but cognizant of the end-user's needs.

Our team believes that codes and implementation principles must be tailored to the communities they serve. To accomplish this, we always keep the following in mind:

- **Administrative Capacity:** Different communities have different abilities to administer. Codes should only contain elements that administering staff can understand, apply, and enforce.
- **Balance:** Codes must balance the need to prevent undesirable development with desire to allow for creativity.

As both designers and coders, we understand this balance—where regulation is appropriate, and where it isn't.

- **Flexibility:** As part of achieving balance, flexibility must also be considered, especially in projects that are phased over many years.
- **Existing Regulations:** How a proposed code is shaped by existing regulations is critical. New codes must consider existing zoning and other regulatory plans.

We have expertise in a variety of types of form-based codes including transect-based, building type, and frontage-base codes. These codes can be hybridized with conventional Euclidean approaches to meet the needs of the transitioning suburban contexts or to provide form-based outcomes within an existing regulatory context.

Public Involvement and Consensus Building

Great plans need to inspire, inform, and meet multiple community objectives. The details of each public engagement plan are specific to the needs of the project, but at their core each engagement needs to provide an opportunity for stakeholders to give meaningful input and provide sufficient information for decision-makers to chart a path forward.

The Kimley-Horn team has all the staff and tools necessary to build a shared vision with the community including engaging speakers and facilitators, illustrations that inspire and inform, and strategies for building consensus. In response to the growing demand for online engagement, Kimley-Horn has built proprietary software such as PublicCoordinate, a user-friendly interactive map-based platform, and KollabSpace, virtual meeting platform. Access to in-house software allows us to seamlessly integrate online access into projects of all sizes.

Urban Design



As urban areas continue to grow, streetscape design have become an integral component of roadway and transportation system projects and infrastructure improvements. Some solutions designed by our planners include revitalizing commercial districts, controlling traffic flows, and providing recreational areas and pedestrian/bicycle facilities in increasingly congested areas. We also provide services in feasibility studies, master planning, design, permitting, public participation, and construction administration. Our planners collaborate with clients and the design team to develop a pleasing visual environment, meaningful theme, distinctive image, and strong sense of place, while being sensitive to each client's budget and long-term maintenance obligation.

Historic Preservation

We appreciate the value of historic districts and the buildings that contribute to the character and context of our neighborhoods. Preserving these institutions is crucial in maintaining the integrity of the City of Ocoee's story and identity. Kimley-Horn's historic preservation specialists approach each project with a deep understanding of the complex heritage involved. Their mindful approach ensures that the historical significance of these areas is respected and preserved for future generations. Kimley-Horn offers a wide variety of historic preservation services including historic resources surveys, significance assessments and nominations, design guidelines, and Section 106 compliance. As we define urban possibilities, we are committed to preserving the City of Ocoee's history and unique sense of place.



Transportation Planning

For more than five decades, Kimley-Horn has been improving the transportation network in Florida as a consultant to cities, counties, transportation planning organizations (TPOs), and metropolitan planning organizations (MPOs). We are renowned for excellence in transportation planning, land use planning, and traffic engineering services. When it comes to Florida's transportation regulations, policies, and procedures, Kimley-Horn's knowledge is unsurpassed. Consultants with passion and devotion can generate extraordinary ideas—ideas that can transform communities.

Our transportation team develops land development standards that shape how private sector contributes to multimodal infrastructure including maintaining or expanding road, sidewalk, or bikeway connectivity, providing appropriate sidewalk

infrastructure, and right-sizing on and off-street parking facilities. We have also developed standards for electric vehicle parking.

We bring a multimodal and context-based approach to transportation planning. By ensuring we integrate land use and transportation together, we can work with the community to ensure their transportation system meets their needs, is safe and supports the community's larger quality of life goals.

Resiliency Planning

Community and infrastructure resiliency are a focal point for planning in many cities. The beneficiaries of resiliency protection include public health and safety, key public infrastructure, community housing stock, the municipal tax base, and community cohesion. Kimley-Horn's resiliency planning services include urban planning, transportation planning and design, watershed and stormwater planning and management, hydraulics and hydrology studies, environmental documentation and permitting, utility engineering, and public involvements services.

Preparing for disruptions through planning helps our communities identify vulnerabilities and develop strategies to become more resilient. By analyzing physical and social vulnerabilities, we can identify and develop resilience solutions for various plan components, whether that be developing strategies to provide social services for those who need it most or identifying strategies to protect vulnerable infrastructure against hazards.



Graphics and Renderings

One of the hallmarks of our planning work has been to focus on the visual elements of the project. From our experience, we know the value strong images can have in communicating to communities and the stakeholders whose support is so important.



Kimley-Horn prepares documents (technical memorandums, reports, and grant applications) that can convey critical information in a highly accessible, eye-catching, and easy-to-read format for a wide range of audiences. These documents have guided the successful planning, grant applications, and implementation of similar planning projects.

Funding Opportunities

Kimley-Horn understands that obtaining successful funding and the identification of potential public and private sources is critical to your projects, and we will work to identify alternative funding and financing strategies within multiple categories. Kimley-Horn has helped our clients resulting in more than \$248 million in grants and outside funding. Our project team will provide insight into the opportunities available, and the procedures required to obtain funding. We have developed a resource library of information on state and federal funding sources and will assist you in making the most of available resources.

Quality Assurance/Quality Control

Quality assurance/quality control (QA/QC) means much more to us than a cursory review. Kimley-Horn's QA/QC measures are built into our project management processes, and they are part of our firm's culture. Kimley-Horn has been at the

forefront of integrating quality processes into the services provided by design professionals. Our in-house program, Continuous Quality Improvement (CQI), was implemented in 1993 and is a model for how consulting professionals can find incremental ways to improve services to clients.

Kimley-Horn insists each project has a carefully structured scope of services, a corresponding schedule, and an accurately developed budget. We simply do not begin an assignment until these three elements are in place and mutually agreed upon by Kimley-Horn and the client. Each project undertaken at Kimley-Horn has a quality review task built into it. Our QA/QC Program Manager for this project, Kelley Klepper, AICP, will ensure our services provided for you meet our high standards of quality.

Our internal QA/QC program will include:

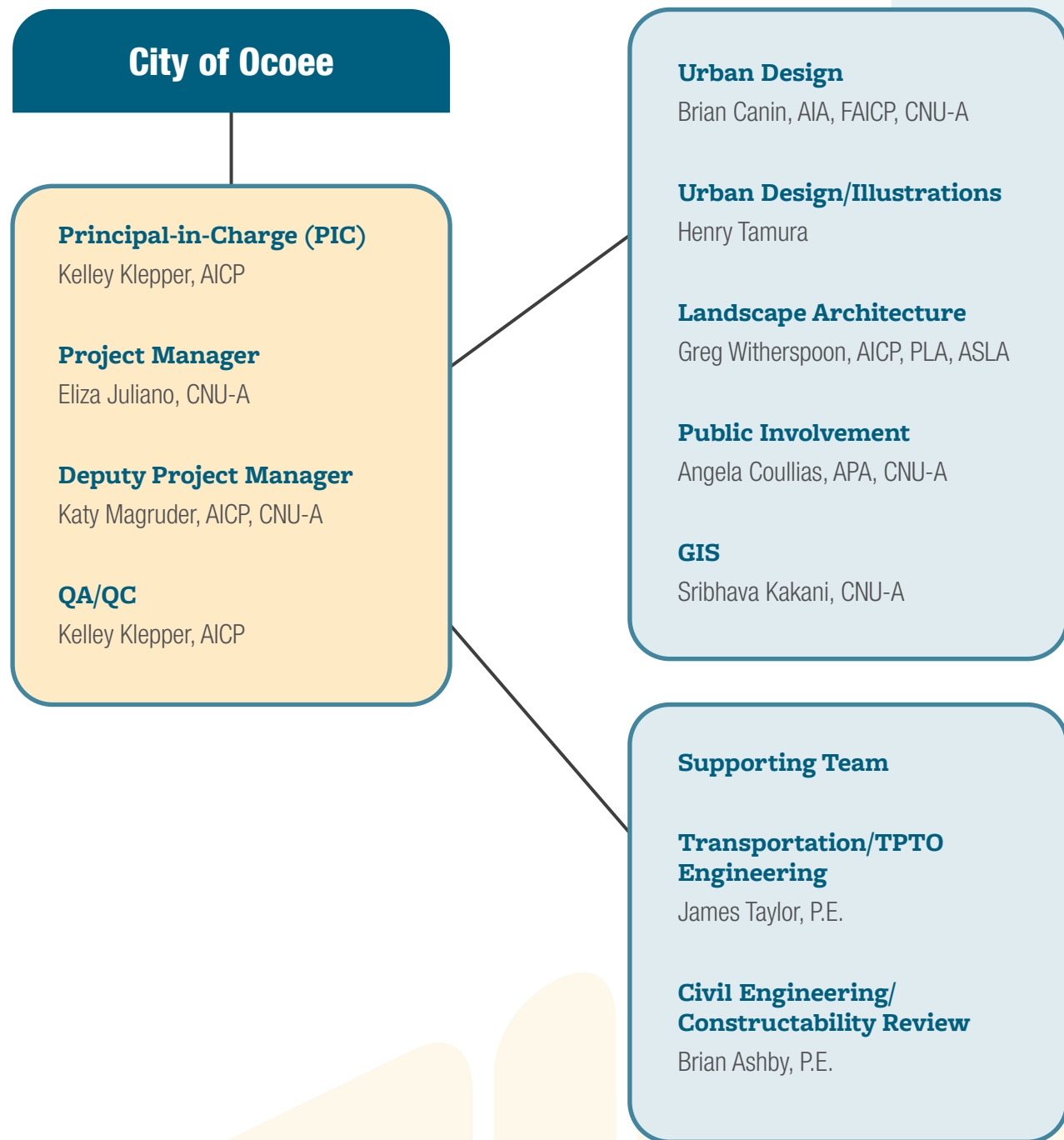
- An internal kick-off meeting held with key team members assigned to the job to clearly define the scope, outline subtask responsibilities, establish schedules, and identify project milestones and goals.
- At the end of each phase, a QA/QC review will be conducted as one of several final checks to make sure the project deliverable is not only technically correct but also consistent with your objectives.
- Any changes or modifications required to respond to the comments and recommendations of the quality control team will be incorporated during the ongoing analysis prior to submitting deliverables.

OUR QA/QC PROCESS



Organizational Chart

Our organizational chart highlights our team structure and range of expertise and disciplines.





Eliza Juliano, CNU-A

PROJECT MANAGER

RELEVANT EXPERIENCE

Orange Code and Vision 2050, Orange County, FL — Principal planner. In 2015, the team lead the development of a new countywide hybrid form-based code. After being re-selected in 2016, we supported planning and public engagement on an accompanying overhaul of the County comprehensive plan dubbed Vision 2050. Contributions to Vision 2050 include the development of a “place type” approach to enable the form-based code and a series of educational videos to enhance public outreach.

Land Development Code (LDC) Update, Seminole County, FL — Principal-in-Charge (PIC). Kimley-Horn is providing a rewrite of the zoning chapter to simplify and modernize standards, which include new standards for mixed-use development, “missing middle” housing, electric-vehicle readiness, and assembly uses.

Envision Seminole 2045 and EAR, Seminole County, FL — PIC. The project involved public engagement on a long-range vision for growth and conservation, which resulted in a vision plan and recommended updates to the comprehensive plan as part of an Evaluation and Appraisal Report (EAR).

EAR-Based Comprehensive Plan Amendment, Seminole County, FL — Project manager. Kimley-Horn is assisting Seminole County with a vision-based rewrite of the Future Land Use Elements to include new policies to encourage mixed-use infill and redevelopment.

LDC Rewrite, Oviedo, FL — Project manager. Kimley-Horn is reorganizing and expanding the LDC based on a recent comprehensive plan update, which includes updates to parking, landscaping, tree protection, and the creation of new zoning districts for areas targeted for walkable redevelopment.

North Quarter Transportation Vision Plan, Orlando, FL — PIC. The project involved a public charrette to re-envision a fast-growing downtown neighborhood. In result, the design for two-way travel on both avenues was safe, attractive, and comfortable for residents, employees, and visitors, whether walking, biking, or driving. The vision incorporated a robust bicycling network that connects to nearby neighborhoods.

Neighborhood Visioning, Policies, and Regulations, Titusville, FL — Principal planner. The team developed a vision for three neighborhoods and a draft of accompanying updates to the Comprehensive Plan and LDC. In addition, Countywide updates to the Comprehensive Plan were drafted based on the Titusville Tomorrow Vision Plan, which was developed by the same team in 2015.

North Winter Park Drive Small Area Study, Casselberry, FL — Project manager. The study involved planning, public engagement efforts, and an action plan for revitalization with strategic recommendations, which included enabling diverse housing typologies, zoning standards, catalyst development, public realm and landscape improvements, branding, and bicycle and pedestrian improvements.

OFFICE LOCATION

- » 189 South Orange Avenue
Suite 1000
Orlando, FL 32801

PROFESSIONAL CREDENTIALS

- » Master, Urban Planning,
Harvard University
- » Bachelor of Arts,
Biochemistry, Harvard
University

SPECIAL AFFILIATIONS

- » Member, Congress for
New Urbanism (CNU)

Eliza has more than 16 years of urban planning experience, managing private- and public-sector projects with a focus on redevelopment, improving land use patterns, and encouraging multimodal transportation options to contribute to sustainability and quality of life. She is engaged in outreach and advocacy on smart growth issues and is active in the leadership of local and national peer organizations, including serving as the 2017-2018 Board Chair of the national Congress for New Urbanism.



Katy Magruder, AICP, CNU-A

DEPUTY PROJECT MANAGER

Katy is an accomplished urban planner with seven years of dedicated public service. Her expertise lies in infill and redevelopment strategies, placemaking initiatives, master planning, and creating special plans and overlays as well as drafting Land Development Codes (LDC). With a stint in residential development, she brings an awareness of the impacts of various regulations on developers and balances private developer needs with the public good. She has a passion for enhancing urban spaces, ensuring safe streets for bicyclists and pedestrians, and promoting sustainable and vibrant urban communities.

OFFICE LOCATION

- » 189 South Orange Avenue
Suite 1000
Orlando, FL 32801

PROFESSIONAL CREDENTIALS

- » Master of Science, Planning in Civic Urbanism, Rollins College Hamilton Holt School
- » Bachelor of Arts, Environmental Studies, Elon University
- » American Institute of Certified Planners (AICP), #33438

SPECIAL AFFILIATIONS

- » Member, Congress for New Urbanism (CNU)

RELEVANT EXPERIENCE

Land Development Code, Oviedo, FL — Planner. Kimley-Horn is providing the City of Oviedo with professional planning services. The project involves rewriting the City's LDC with a focus on better placemaking in infill development through updates addressing a variety of issues including landscape, complete streets, and architectural standards.

Land Development Code Update, Titusville, FL — Planner. Kimley-Horn provided professional services to update the future land use, transportation, and housing elements of the comprehensive plan and land development regulations. Specific services included a review of the existing future land use and zoning standards and the analysis of the existing physical opportunities and constraints. Kimley-Horn evaluated the area and identified one or more exemplar sites to test potential building and site development types and placemaking strategies. Kimley-Horn produced final graphics including site plans and 3D renderings. Additional services included producing the new proposed code language that will be adopted into the City's land development regulations.

EAR-Based Amendments to Comprehensive Plan, Seminole County, FL — Planner. Kimley-Horn provided professional planning services for the update and reorganization of the future land use element. Deliverables under this task included a roadmap describing organizational changes and major sections that have been replaced. Additionally, Kimley-Horn performed a planning-level analysis of economic and development conditions related to urban infill and redevelopment in order to assess the effectiveness of existing policies.

Orange Code, Orange County, FL — Planner. Kimley-Horn was retained by Orange County for professional planning services. Specific services included rewriting Orange County's current land development code as a new and simplified form-based code. Katy assisted the development of procedures and review processes as part of the code development.

Land Development Code Updates, Orlando, FL - City Staff. The project involved the drafting of land development regulations related to multi-family, "missing middle" housing, and accessory dwelling units.



Kelley Klepper, AICP

PRINCIPAL-IN-CHARGE (PIC) AND QA/QC

Kelley has over 30 years of planning experience in Florida, Kentucky, North Carolina, South Carolina, Georgia, Virginia, and Tennessee, including a thorough knowledge of community redevelopment, master planning, comprehensive planning, growth management, public policy, form-based codes, budgeting, small/special area plans, development-related issues facing growing communities, and urban/ rural design. He has extensive experience working with local government agencies, community redevelopment agencies, development and redevelopment projects, master planning and plan implementation.

OFFICE LOCATION

- » 1777 Main Street
Suite 200
Sarasota, FL 34236

PROFESSIONAL CREDENTIALS

- » Master of Arts, Geography and Urban Planning, East Tennessee State University
- » Bachelor of Science, Psychology, East Tennessee State University
- » American Institute of Certified Planners (AICP), #014572

SPECIAL AFFILIATIONS

- » Member, American Planning Association (APA)
- » Member, Florida Planning and Zoning Association (FPZA)

RELEVANT EXPERIENCE

Unified Development Code (UDO) and 2027 Comprehensive Plan (full Code), Venice, FL – Project manager. Kimley-Horn updated the Land Development Code and developed a hybrid code in the portions of the City identified as Mixed Use by the Comprehensive Plan, and are being developed as a Mixed Use (district specific) Code with conventional code components for the remainder of the City. Additional services included updates to the land use tables, parking and signage codes, along with the processes and procedures governing development within the City.

UDO Comprehensive Rewrite and Zoning Map Update (full UDO), Monroe, NC – Project manager. Kimley-Horn combined a community-wide land use plan update with a multimodal transportation plan to achieve a unified strategy that encourages economic vitality and enhances quality of life. Our planning process was rooted in a multi-level outreach strategy that preceded several overlapping elements, beginning with a comprehensive community assessment and a set of land use scenarios that tested different ways the City could grow. A set of framework plans express the preferred growth strategy through a compilation of the future land use map and considerations for transportation, parks and open space, and water and sewer.

Code Review and Development for the Gateway Master Plan, Butner, NC – Project manager. Project planner/task manager responsible for the assessment and update of the Town's Unified Development Ordinance. The Town of Butner adopted the Butner Gateway Small Area Plan with a vision for how the property assemblage could be developed with mixed-use, commercial, industrial, and medium-to-high residential development. Kimley-Horn worked with the Town staff to develop a revised and updated Small Area Plan, Supplemental Market Analysis, and an Overlay Zoning District Code Amendment.

CRA Master Plan Update and Design Standards, City of Zephyrhills, FL
City Center District Amendment, Phase 1 UDO Update, City of Grovetown, GA
UDO Analysis, Transportation/Mobility Code Provisions, City of Sandy Springs, GA
Full UDO Update, Rolesville, NC

Hydraulic Small Area Plan and Code Assessment, Charlottesville, VA

Airport Land Use and Zoning Code Update, Manatee County, FL

Comprehensive Development Code and Parking Code Assessment, Largo, FL

Lealman Community Redevelopment Area Form Based Code, Lealman/Pinellas County, FL

Thompson's Station Code Assessment, Thompson's Station, TN

Downtown Master Plan and Town Center District Standards, Stallings, NC

Land Development Code, Berry Hill, TN

Zoning Code Amendments (Various Amendments), Cape Canaveral, FL

North Carolina State University Centennial Campus Design Standards, Raleigh, NC



Brian Canin, AIA, FAICP, CNU-A

URBAN DESIGN

Brian is recognized regionally and nationally for his leadership and commitment to the fields of planning and urban design and is sought after for his ability to find creative solutions to difficult challenges. For over 40 years, he has focused on creating sustainable communities through the practice of urban design and creative placemaking. His combined talents have created award-winning, enduring communities that provide a unique sense of place.

RELEVANT EXPERIENCE

Orange Code, Orange County, FL - Principal-in-Charge (PIC). The project involved rewriting Orange County's current Land Development Code (LDC) with a Form-Based Smartcode. Specific services included planning analysis, assessment of current LDC public visioning and design workshops.

Titusville Tomorrow, Titusville, FL - (PIC). The project involved the development of a Community Vision and Comprehensive Plan update for a city of 45,000 people including downtown revitalization strategies, waterfront planning, corridor branding, and multimodal policy.

Envision Edgewater, Edgewater, FL - (PIC). The project involved master planning, public visioning and design workshops. Additional services included public workshops to garner resident input, craft a city-wide vision statement and a downtown vision plan.

MetroPlan Orlando Long Range Transportation Plan 2040, Orange, Osceola, and Seminole Counties, FL - Principal Planner. The project involved the development of updated projections for a sustainable land use scenario to improve transportation outcomes in the metropolitan area. Specific services included coordination with counties and cities' planning staff to develop transportation and land use efficiency strategies.

LYNX SR50 Phase 1 Station Area Analysis, Orlando, FL - Principal planner. As a subconsultant, the team provided an analysis of transit-readiness for bus rapid transit station areas, transit-oriented development concept plans, and three-dimensional urban design illustrations.

Orange County Vision Northwest, Orange County, Florida

Mercy Drive Neighborhood Vision Plan, Orlando, FL

MetroPlan Orlando Long Range Transportation Plan 2030, Orange, Seminole and Osceola Counties, Florida

OFFICE LOCATION

- » 189 South Orange Avenue
Suite 1000
Orlando, FL 32801

PROFESSIONAL CREDENTIALS

- » Master of Architecture,
Urban Design (MAUD),
Harvard Graduate School of
Design
- » Bachelor of Architecture,
University of the
Witwatersrand

SPECIAL AFFILIATIONS

- » Member, American Planning
Association (APA)
- » Member, American Institute
of Architects (AIA)
- » Member, Florida Planning
and Zoning Association
(FPZA)
- » Member, Congress for New
Urbanism (CNU)



Henry Tamura

URBAN DESIGN AND ILLUSTRATOR

Henry is a talented urban designer and illustrator developing creative design solutions and engaging images for projects all over the world, including the United States, Germany, Morocco, Spain, Canada, Nicaragua, Costa Rica, Mexico, the Caribbean, and Colombia. His expertise includes design of village centers, hotels, resorts, and residential, commercial, industrial, religious, and recreational buildings. During his 40-year career, Henry has introduced design trends that have led to numerous design awards within Florida and Colombia. Software experience includes SketchUp, Revit, AutoCad, InDesign, Photoshop, Lumion, Trace, and Procreate.

RELEVANT EXPERIENCE

Envision Seminole 2045 and EAR, Seminole County, FL — Architectural planner designer. The project involved public engagement on a long-range vision for growth and conservation, which resulted in a vision plan and recommended updates to the comprehensive plan as part of an Evaluation and Appraisal Report (EAR).

EAR-Based Comprehensive Plan Amendment, Seminole County, FL — Architectural planner designer. Kimley-Horn is assisting Seminole County with a vision-based rewrite of the Future Land Use Elements to include new policies to encourage mixed-use infill and redevelopment.

Land Development Code Update, Titusville, FL — Planner. Kimley-Horn provided professional services to update the future land use, transportation, and housing elements of the comprehensive plan and land development regulations. Specific services included a review of the existing future land use and zoning standards and the analysis of the existing physical opportunities and constraints. Kimley-Horn evaluated the area and identified one or more exemplar sites to test potential building and site development types and placemaking strategies. Kimley-Horn produced final graphics including site plans and 3D renderings. Additional services included producing the new proposed code language that will be adopted into the City's land development regulations.

West Fairbanks District Comprehensive Plan, Winter Park, FL — Architectural planner designer. Kimley-Horn is conducting redevelopment planning for the West Fairbanks District as part of continuing services for urban design with the City of Winter Park. The study area is a transitioning industrial district consisting of small lots and substandard infrastructure. The initial assessment identified infrastructure deficits and studied how the City can enable incremental private investment in the absence of significant property consolidation.

Envision Edgewater Vision Plan, Edgewater, FL — Planner. The project involved working with City staff through a variety of visioning outreach engagement workshops and interviews that will refine and document the Citywide Vision plan including strategies for implementation and priority items, as well as provide refinement to strategies based on changes since adoption, and strategies to the Community Redevelopment Agency (CRA) Plan.

Orange Code and Vision 2050, Orange County, FL — Architectural planner designer. The project involved the development of renderings and design scenarios in support of a new countywide hybrid form-based code.

OFFICE LOCATION

» 189 South Orange Avenue
Suite 1000
Orlando, FL 32801

PROFESSIONAL CREDENTIALS

» Bachelor of Architecture,
Universidad del Valle,
Colombia



Gregory (Greg) Witherspoon, AICP, PLA, ASLA

LANDSCAPE ARCHITECTURE

With over two decades in Landscape Architecture and Planning at a Principal level, Greg has extensive experience in a wide array of project typologies and clients as a trained facilitator. He specializes in community planning and design, working from project conceptualization and visioning, project team management, planning and design to entitlement processing, and landscape architecture to construction documentation. With detailed experience in sustainable planning and design methods for communities and institutions, Greg has an in-depth understanding of smart growth principles, land-based analysis, and form-based codes. His passion lies in providing community planning and design services that demonstrate innovative technologies in the creation of places with enduring quality for future generations.

RELEVANT EXPERIENCE

Land Development Code (LDC) Updates, Seminole County, FL — Landscape architect.

The project involves an LDC update for Seminole County. Specific services include arbor regulations and the addition to Florida-Friendly standards to the LDC.

LDC, Oviedo, FL — Landscape architect. Kimley-Horn is providing the City of Oviedo with professional planning services. Specific services include updating the tree protection ordinance and rewriting landscape regulations to apply to urban target areas. The LDC rewrite focused on better placemaking in infill development through updates addressing a variety of issues including landscape, complete streets, and architectural standards.

North Quarter Transportation Vision Plan, Orlando, FL — Landscape architect. The project involved a public charrette to re-envision a fast-growing downtown neighborhood. In result, the design for two-way travel on both avenues was safe, attractive, and comfortable for residents, employees, and visitors, whether walking, biking, or driving. The vision incorporated a robust bicycling network that connects to nearby neighborhoods.

Mercy Drive Neighborhood Vision Plan, Orlando, FL — Landscape architect. The community-visioning process involved identifying neighborhood needs and opportunities, which resulted in concepts for a neighborhood center, housing diversification, and improvements for multi-modal transportation.

Orange Code, Orange County, FL — Landscape architect. The Orange Code project is the first major rewrite of the County's Zoning Ordinance since its original publication in 1956. Specific services included form-based landscape regulation to facilitate the evolution from a suburban to urban context. The new "Sustainable Land Development Code" is a hybrid form-based code addressing a wide range of conditions from urban centers to rural areas. The code implements the County's vision to create walkable places that support multimodal transportation, provide attainable housing, and improve quality of life.

Envision Seminole 2045 and EAR, Seminole County, FL — Landscape architect. The project involved public engagement on a long-range vision for growth and conservation, which resulted in a vision plan and recommended updates to the comprehensive plan as part of an Evaluation and Appraisal Report (EAR).

OFFICE LOCATION

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Orlando, FL 32801

PROFESSIONAL CREDENTIALS

- » Master of Landscape Architecture, University of Oklahoma
- » Professional Landscape Architect in Florida, #6667156
- » Professional Landscape Architect in Tennessee, #1267
- » American Institute of Certified Planners (AICP), #023424



Angela Coullias, APA, CNU

PUBLIC INVOLVEMENT

Angela has over a decade of professional design and planning experience with a focus and passion for urban design, walkability, and sustainability. Her project approach is to explore and utilize innovative planning and stakeholder engagement tools to shape the future of communities and campuses. Public and private sectors projects include comprehensive planning, community vision plans, higher education campus master plans, public engagement, multimodal planning, Geographic Information System (GIS) analysis, and other technical/graphical support for various agencies.

RELEVANT EXPERIENCE

Land Development Code Update, Titusville, FL — Project manager. Kimley-Horn provided professional services to update the future land use, transportation, and housing elements of the comprehensive plan and land development regulations. Specific services included a review of the existing future land use and zoning standards and the analysis of the existing physical opportunities and constraints. Kimley-Horn evaluated the area and identified one or more exemplar sites to test potential building and site development types and placemaking strategies. Kimley-Horn produced final graphics including site plans and 3D renderings. Additional services included producing the new proposed code language that will be adopted into the City's land development regulations.

Envision Edgewater Vision Plan, Edgewater, FL — Project manager. The project involved working with City staff through a variety of visioning outreach engagement workshops and interviews that will refine and document the Citywide Vision plan including strategies for implementation and priority items, as well as provide refinement to strategies based on changes since adoption, and strategies to the Community Redevelopment Agency (CRA) Plan.

Envision Seminole 2045 and EAR, Seminole County, FL — Senior planner. The project involved public engagement on a long-range vision for growth and conservation, which resulted in a vision plan and recommended updates to the comprehensive plan as part of an Evaluation and Appraisal Report (EAR).

EAR-Based Comprehensive Plan Amendment, Seminole County, FL — Senior planner. Kimley-Horn is assisting Seminole County with a vision-based rewrite of the Future Land Use Elements to include new policies to encourage mixed-use infill and redevelopment.

Orange Code and Vision 2050, Orange County, FL — Planner. In 2015, the team led the development of a new countywide hybrid form-based code. After being re-selected in 2016, we supported planning and public engagement on an accompanying overhaul of the County comprehensive plan dubbed Vision 2050. Contributions to Vision 2050 include the development of a "place type" approach to enable the form-based code and a series of educational videos to enhance public outreach.

Titusville Tomorrow Vision Plan, Titusville, FL — Urban designer. The team worked collaboratively with Titusville's City staff and community stakeholders to develop a vision for the future and an approach to restructuring the City's Comprehensive Plan, both of which were unanimously accepted by City Council.

OFFICE LOCATION

- » 189 South Orange Avenue
Suite 1000
Orlando, FL 32801

PROFESSIONAL CREDENTIALS

- » Master of Urban and Regional Planning, University of Florida
- » Bachelor of Design, Architecture, University of Florida

SPECIAL AFFILIATIONS

- » Member, American Planning Association, APA
- » Member, Congress for New Urbanism (CNU)



Sribhava Kakani, CNU-A

PUBLIC INVOLVEMENT

Sribhava has six years of experience in planning. She is a registered architect at the Council of Architecture in India and has gained professional experience working in both public and private sectors. Her professional experiences include urban design, site planning, community outreach, research and analysis, bike/ pedestrian safety, and graphical and GIS efforts.

RELEVANT EXPERIENCE

Orange Code and Vision 2050, Orange County, FL — Planner. In 2015, the team lead the development of a new countywide hybrid form-based code. After being re-selected in 2016, we supported planning and public engagement on an accompanying overhaul of the County comprehensive plan dubbed Vision 2050. Contributions to Vision 2050 include the development of a “place type” approach to enable the form-based code and a series of educational videos to enhance public outreach.

Envision Seminole 2045 and EAR, Seminole County, FL — Planner. The project involved public engagement on a long-range vision for growth and conservation, which resulted in a vision plan and recommended updates to the comprehensive plan as part of an Evaluation and Appraisal Report (EAR).

EAR-Based Comprehensive Plan Amendment, Seminole County, FL — Planner. Kimley-Horn is assisting Seminole County with a vision-based rewrite of the Future Land Use Elements to include new policies to encourage mixed-use infill and redevelopment.

LYNX SR50 Phase 1 Station Area Analysis, Orange County, FL —Planner. The study assessed and illustrated the potential for transit-oriented development (TOD) within a 10-minute walk of 13 stations along a proposed Bus Rapid Transit (BRT) alignment in Orlando and Orange County. The project identified strategies to support ridership by enabling and encouraging TOD and illustrated TOD opportunities in the corridor. Specific services included the design concepts for five station areas, a GIS and policy analysis of transit-readiness for 13 stations, and three-dimensional urban design illustrations.

North Winter Park Drive Small Area Study, Casselberry, FL — Planner. The study involved planning, public engagement efforts, and an action plan for revitalization with strategic recommendations, which included enabling diverse housing typologies, zoning standards, catalyst development, public realm and landscape improvements, branding, and bicycle and pedestrian improvements.

OFFICE LOCATION

- » 189 South Orange Avenue
Suite 1000
Orlando, FL 32801

**PROFESSIONAL
CREDENTIALS**

- » Master, Urban and Regional
Planning, Rutgers
- » Bachelor of Architecture,
Nagarjuna University

SPECIAL AFFILIATIONS

- » Member, American Institute
of Steel Construction (AISC)



James Taylor, P.E.

TRANSPORTATION/TPTO ENGINEERING

James has more than 23 years of experience in transportation planning and traffic engineering for both public- and private-sector clients. His areas of expertise include traffic impact analysis, traffic operations, travel demand modeling, microsimulation, long-range planning, impact fee studies, and land entitlement/development processes. He has conducted or managed more than 500 studies of varying scope to include concurrency evaluation, comprehensive plan amendments, traffic volume forecasting, capacity/operational assessment, access management, toll feasibility, Project Development and Environment (PD&E), Interchange Justification Report/ Interchange Modification Report (IJR/IMR) parking studies, and corridor studies.

RELEVANT EXPERIENCE

Continuing Contract for Transportation Planning, Ocoee, FL — Project manager. Kimley-Horn is currently the City of Ocoee's on-call consultant for transportation planning services. Completed services include updating the City's transportation impact analysis (TIA) methodology and concurrency management system (CMS) data to streamline traffic study reviews. Kimley-Horn has reviewed numerous traffic studies submitted to the City for application review, represented the City at the development review committee and at public hearings, and performed additional analyses to evaluate roadway segment and intersection capacity within the City. Additional services include the management of traffic count collection and the development of geographic information system (GIS) tools for quick reference to area traffic counts, current level-of-service (LOS), and other multimodal network attributes. In addition, Kimley-Horn assisted with an update to the City's Transportation Element and has performed a corridor study of Clarke Road to develop coordinated signal timings and other improvements to reduce corridor delay and address multimodal safety concerns.

Creative Village Mobility Plan, Orlando, FL

River to Sea Transportation Planning Organization (TPO) 2045 Long Range Transportation Plan (LRTP), Orlando, FL

Continuing Transportation Planning Services, Osceola County, FL

Continuing Contract for Transportation Planning, Clermont, FL

Merritt Island Redevelopment Agency Continuing Landscape Architecture and Planning Services, Merritt Island, FL

City of Tavares Comprehensive Plan Update, Tavares, FL

City of Maitland Comprehensive Plan, Maitland, FL

The Villages Civil Engineering, Traffic Engineering, and Transportation Planning Services, The Villages, FL

OFFICE LOCATION

- » 189 South Orange Avenue
Suite 1000
Orlando, FL 32801

PROFESSIONAL CREDENTIALS

- » Master of Science, Civil Engineering, University of Central Florida
- » Bachelor of Science, Civil Engineering, University of South Florida
- » Professional Engineer in Florida, #69979



Brian Ashby, P.E

CIVIL ENGINEERING AND CONSTRUCTIBILITY REVIEW

Brian has 14 years of experience in civil engineering and project management for private- and public-sector land development projects, including utilities, site layout, stormwater, permitting, grading, wastewater pump stations, horizontal directional drilling, areawide hydraulic modeling, wastewater force mains, finished water mains, wastewater pipeline rehabilitation, utility master planning, stormwater master planning, floodplain management, water quality design, and construction phase services. His software experience includes AdICPR, POND5, AutoCAD Civil 3D, AutoCAD Storm and Sanitary Analysis, StormCAD, Hydraflow, and WaterCAD.

OFFICE LOCATION

- » 189 South Orange Avenue
Suite 1000
Orlando, FL 32801

**PROFESSIONAL
CREDENTIALS**

- » Bachelor of Science, Civil
Engineering, Florida State
University
- » Professional Engineer in
Florida, #80456

SPECIAL AFFILIATIONS

- » Member, American Society
of Civil Engineers (ASCE)
- » Member, Commercial
Real Estate Development
Association (NAIOP)
- » Member, Urban Land
Institute (ULI)

RELEVANT EXPERIENCE

Merritt Island Redevelopment Agency (MIRA) Continuing Landscape Architecture and Planning Services, Merritt Island, FL — Project engineer. Kimley-Horn is providing landscape architecture and planning services for the Merritt Island Redevelopment Agency. One of the projects under this contract is the Merritt Island Commercial Core Land Use Analysis where Kimley-Horn prepared the land use and infrastructure report including a carrying capacity analysis based on existing and projected development, adopted capital improvements plan, zoning and land use provisions, and regional stormwater master plans.

City of Tavares Comprehensive Plan Update, Tavares, FL — Project engineer. Kimley-Horn provided a review and update for the City's Comprehensive Development Plan based on the evaluation and appraisal report (EAR). Specific services included a community review, preliminary land use and population analysis, transportation and mobility analysis, infrastructure including water, wastewater, stormwater, lakes, and developed a new Recreation and Open Space Element. Kimley-Horn worked with the City to identify best practices in the field of Comprehensive Planning to develop a new approach to their land use designations and development with a focus on redevelopment and also linkages between land use and transportation.

City of Maitland Comprehensive Plan, Maitland, FL

Continuing Professional Engineering Services Maitland, Maitland, FL

East Airfield Stormwater Master Plan Mass Grading, Orlando, FL

Titusville Downtown Stormwater Development Plan, Land Development Regulations, and Urban Design Manual Updates, Titusville, FL

Osceola County Continuing Planning and Design Consultant Services, Osceola, FL

Firm and Individual Licenses

On October 1, 2019, HB827/SB616 went into effect, creating the rules for Administrative Code 61G15, which removes the requirement that engineers obtain a separate engineering business license (certificate of authorization) for their engineering firm. Additional information about this can be found on the Florida Board of Professional Engineers website: <https://fbpe.org/licensure/licensure-process/engineering-firms/>.

However, Kimley-Horn's Registered Professional Engineering license screenshot from the Florida Board of Professional Engineers/Department of Business and Professional Regulation (DBPR) website is included below.

State of Florida Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 22, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of February, 2023




Secretary of State

Tracking Number: 9937240518CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

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LICENSEE DETAILS

10:33:17 AM 12/14/2021

Licensee Information	
Name:	KIMLEY-HORN AND ASSOCIATES, INC. (Primary Name) KIMLEY-HORN AND ASSOCIATES, INC. (DBA Name)
Main Address:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH North Carolina 27601
County:	OUT OF STATE

License Information	
License Type:	Registry
Rank:	Registry
License Number:	35106
Status:	Current
Licensure Date:	05/10/2021
Expires:	

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



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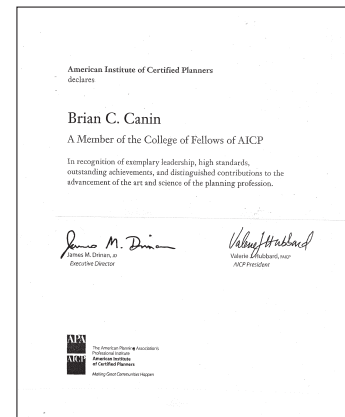
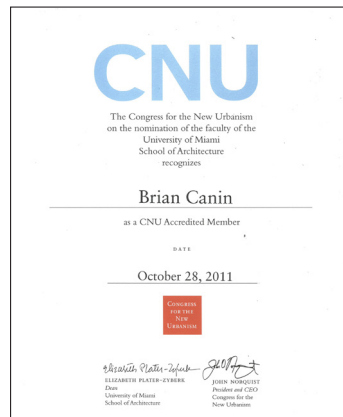
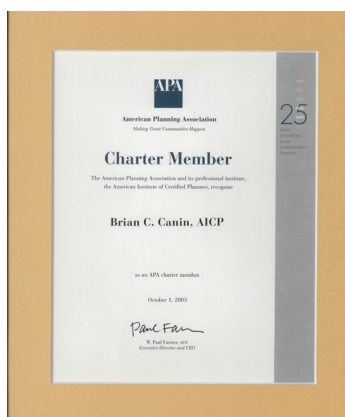
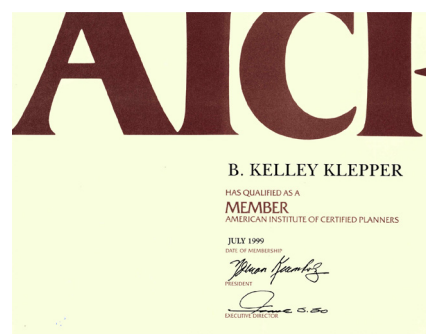
LICENSEE DETAILS

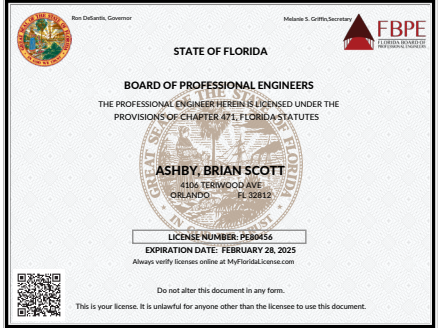
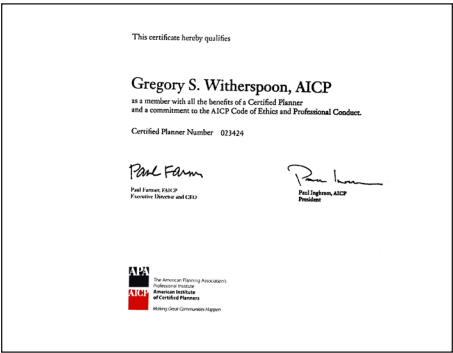
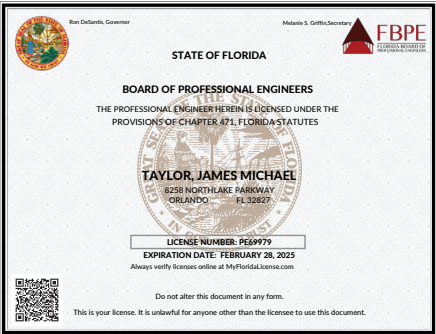
Licensee Information

Name:	MINGONET, MILTON SCOTT (Primary Name)
Main Address:	KIMLEY-HORN AND ASSOCIATES INC (DBA Name) 189 SOUTH ORANGE AVENUE SUITE 1000 ORLANDO Florida 32801
County:	ORANGE

License Information

License Type:	Registered Landscape Architect
Rank:	Landscape Arc
License Number:	LA0001428
Status:	Current,Active
Licensure Date:	10/14/1991
Expires:	11/30/2023





Kimley-Horn will not be utilizing subconsultants for the scope of services included in this RFQ.

Professional Planning Services *for the* City of Ocoee's Land Development Code Update

RFP No. RFQ#23-010

TAB 2

Experience and References



Tab 2. Experience and References

RELEVANT EXPERIENCE

Below is a sample of our Kimley-Horn team's experience with similar services within the past three (3) years with other municipalities or County governments.

1. Land Development Code Rewrite

Seminole County, FL

Kimley-Horn worked with Seminole County on a reorganization and update to the Land Development Code to streamline and modernize standards and better implement the current comprehensive plan. Updates included reorganizing the zoning chapter for clarity and consistency, mixed-use development standards, solar facility standards, electric vehicle parking, attainable housing strategies, compliance with federal laws related to religious assembly uses, and Florida-Friendly landscaping. Subsequently, the team has been engaged by the County in two follow-up efforts: a 20-year vision plan and vision-based updates to the comprehensive plan.



Project Completion Date: July 2023

Original Contract Price: \$211,986

Final Cost: \$254,943

Reason for Overages: The County requested additional work sessions with the Board of County Commissioners and additional research on specific topics.

2. Orange Code

Orange County, FL

The Orange Code project is the first major rewrite of the County's Zoning Ordinance since its original publication in 1956. Historically, the County has been heavily reliant on Planned Development for the majority of new development projects due to the inconsistency of the current zoning categories with the market. This contract resulted in assessment of the existing code, the physical environment of the County, and delivery of a new draft Code. The new "Sustainable Land Development Code" is a hybrid form-based code addressing a wide range of conditions from urban centers to rural areas. The code implements the County's vision to create walkable places that support multimodal transportation, provide attainable housing, and improve quality of life.





Project Completion Date: July 2022
Original Contract Price: \$886,705
Final Cost: \$886,705
Reason for Overages: N.A.

3. Vision 2050, Orange Code Revisions, and Public Engagement

Orange County, FL

Kimley-Horn, including the team formerly operating as “Canin Associates,” has served the Planning Division continuing services provider since 2017 and has effectively provided essential assistance and expertise on land use and zoning-related tasks. Our team assisted Orange County with a significant rethinking of its comprehensive plan, which included incorporating sustainability principles, placemaking, and public engagement.

Subsequent to the original draft development for Orange Code, the County engaged the team to assist staff with planning and public engagement on the Vision 2050 update to Comprehensive Plan including a Place Types approach to future land-use and policies necessary to enable the form-based code. The scope included additional work on Orange Code to align with the new comprehensive plan, respond to internal and external stakeholders, and support the adoption process. The consultant was also engaged to participate in additional public outreach related to both the code and the comprehensive plan.



Project Completion Date: Ongoing
Original Contract Price: \$1,186,685
complete or under task order
Final Cost: Continuing Services
with potential additional services up to \$621,115 or a total of \$1,807,800

Reason for Overages: The County paused the Code project to complete an overhaul of the comprehensive plan and engaged the consultant in this effort. The continuing services contract allows for additional services on an as-needed basis.

4. Comprehensive Plan Update and Land Development Regulations Update

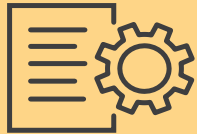
City of Venice, FL

This plan was recognized by APA Florida for Outstanding Comprehensive Plan Small City in 2018

Kimley-Horn was hired to update the City’s comprehensive plan with an emphasis on coordinated land use, multimodal transportation, and economic development. As part of the update, Kimley-Horn prepared an economic and market assessment focused not only on socioeconomic conditions and demographics, but also on targeted industries (e.g., retail, office, and industry needs). The City’s grassroots public outreach and involvement was recognized by the Florida Planning and Zoning Association based on the number and type of community workshops in seven sectors/neighborhoods, online

surveys, and one-on-one meetings with civic and social organizations. Our public outreach also involved early coordination with the state planning agency.

The plan completely revised the City's approach to land use and development by creating targeted mixed-use areas that focused on transportation choices, service delivery of infrastructure, and required a mix of land uses (e.g., residential, office, retail, and industrial) based on the potential carrying capacity and character of the district tied together by a multimodal transportation system, including complete streets. As representative for the city, Kimley-Horn led the efforts in the update as well as the communication and coordination with the various local, regional, and state agencies.



Project Completion Date: May 2022
Original Contract Price: \$462,000
Final Cost: \$462,000

Reason for Overages: N.A.

5. Forward Monroe Land Use and Transportation Plan and Unified Development Ordinance (UDO)

City of Monroe, NC

Kimley-Horn combined a community-wide land use plan update with a multimodal transportation plan to achieve a unified strategy that encourages economic vitality and enhances quality of life. Our planning process was rooted in a multilevel outreach strategy that preceded several overlapping elements, beginning with a comprehensive community assessment and a set of land use scenarios that tested different ways the City could grow. A set of framework plans express the preferred growth strategy through a compilation of the future land use map and considerations for transportation, parks and open space, and water and sewer. Our team communicated detailed recommendations through catalyst sites and strategic corridors that could be applied to similar areas throughout the city. Finally, a phased action plan identified strategies to support the implementation of the desired community vision.



Kimley-Horn was retained to develop a comprehensive update to the UDO to fulfill the vision created by the preferred land use plan. This portion of the project was completed and adopted in 2022. Kimley-Horn undertook a diagnostic of the City's UDO identifying inconsistencies with the Forward Monroe Plan, state planning laws, and best planning practices. Working closely with city staff, Kimley-Horn created a brand new UDO that was complete with new zoning districts, standards, clarification of terms and processes, and illustrative graphics.



Project Completion Date: March 2022
Original Contract Price: \$183,000
Final Cost: \$183,000

Reason for Overages: N.A.

6. Comprehensive Plan and Land Development Code Updates

Titusville, FL

Kimley-Horn is reorganizing and expanding the Land Development Code based on a recent comprehensive plan update that significantly increases the anticipated development in areas targeted for infill and redevelopment. The rewrite includes creating new or re-envisioned zoning districts addressing areas targeted for walkable redevelopment. It also includes significant updates to parking, landscape, and tree protection. The public engagement for this effort is managed through a Land Development Code Committee comprised of citizens representing a cross-section of interests in the city.



Project Completion Date: August 2023
Original Contract Price: \$110,000
Final Cost: \$110,000

Reason for Overages: N.A.

7. Land Development Code Rewrite

City of Oviedo, FL

Kimley-Horn is reorganizing and expanding the Land Development Code based on a recent comprehensive plan update that significantly increases the anticipated development in areas targeted for infill and redevelopment. The rewrite includes creating new or re-envisioned zoning districts addressing areas targeted for walkable redevelopment. It also includes significant updates to parking, landscape, and tree protection. The public engagement for this effort is managed through a Land Development Code Committee comprised of citizens representing a cross-section of interests in the city.



Project Completion Date: Ongoing
Original Contract Price: \$229,740
Final Cost: N.A.

Reason for Overages: N.A.

8. Transportation Planning Consulting Services, Transportation Element of Comprehensive
Plan Update

City of Ocoee, FL

As the transportation planning consultant for the City of Ocoee, Kimley-Horn is currently providing comprehensive support services for updating the City of Ocoee's Transportation Element in its Comprehensive Plan. Our scope includes reviewing the current Transportation Element, preparing a Data, Inventory, and Analysis (DIA), and updating the Goals, Objectives, and Policies (GOPs). We will ensure consistency with State requirements and work closely with city staff, providing regular progress updates.



Project Completion Date: Ongoing

Original Contract Price: \$35,000

Final Cost: N.A.

Reason for Overages: N.A.

FIRM'S CURRENT AND PROJECTED WORKLOAD FOR THE DURATION OF THIS CONTACT

The members of our project team were selected using two criteria: (1) their experience with similar projects and (2) their availability to assume major technical responsibilities within your project schedule. Kimley-Horn's proactive management system known as "cast-aheads," is used to detail every project's personnel needs and to determine each staff person's availability. By continuously matching project needs with staff availability, our cast-aheads system is an accurate tool for keeping our projects on schedule.

Kimley-Horn's vast resources will allow us to assign the appropriate planning, technical, and support staff to complete your projects on schedule and within budget. Based on a review of our cast-aheads, we can assure you that the staff members selected for this team are available immediately to serve you and are in an excellent position to handle the workload of any assignment you wish to give us. Our team is committed to serving the City of Ocoee. Below are projects currently underway for our proposed project management team, as well as their availability to undertake additional work.

Project Name	Client	% Availability	Est. Completion Date
Land Development Code Rewrite	City of Oviedo	65%	May-24
Full UDO, Greer SC	City of Greer	90%	Nov-23
Full UDO, Lakeland, TN	City of Lakeland	50%	Jun-24
Full UDO, Lewisville, NC	Town of Lewisville	25%	Oct-24
Comprehensive Plan and Code Assessment, Morganton, NC	Town of Morganton	2%	Mar-24
Comprehensive Plan Updates, FL	Seminole County	90%	23-Nov
Vision 2050, Orange Code Revisions, and Public Engagement	Orange County	50%	24-Apr

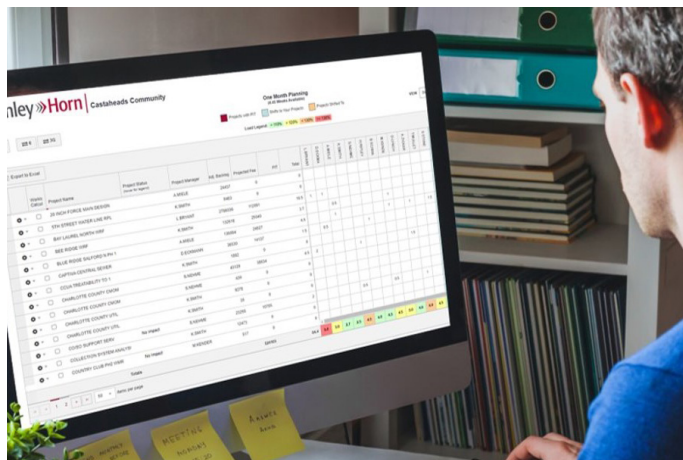
Team Member	Role	% Available	
		Next 6 Months	Beyond 6 Months
Kelley Klepper, AICP	PIC, QA/QC	25%	40%
Eliza Juliano, CNU-A	Project Manager	40%	70%
Katy Magruder, AICP, CNU-A	Deputy Project Manager	50%	75%
Angela Coullias, APA, CNU	Public Involvement	30%	60%
Sribhava Kakani, CNU-A	GIS	30%	60%
Brian Canin, AIA, FAICP, CNU-A	Urban Design	25%	40%
Henry Tamura	Urban Design, Illustrations	30%	60%
Greg Witherspoon, AICP, PLA, ASLA	Landscape Architecture	25%	60%
James Taylor, P.E.	Transportation/TPTO Engineering	35%	60%
Brian Ashby, P.E.	Civil Engineering, Constructability Review	40%	60%

DEMONSTRATE THE ABILITY TO DELIVER PROJECT ON-TIME AND WITHIN BUDGET

A project schedule is a roadmap guiding us to a goal, completion of a project by a certain date. But experience has shown that no matter how carefully we plan, things can change. How successfully we adapt to those changes without impacting project schedule, is based on our extensive experience and depth of staff resources. Kimley-Horn has a track record of successfully completing projects on or ahead of schedule and within budget. This success is due, in part, to each project's schedule and budget being aggressively communicated to the project team by the project manager. Kimley-Horn takes pride in evaluating any unanticipated obstacles and making informed recommendations to overcome them before they impact the project's schedule and budget.

In addition to our proactive communication, Kimley-Horn uses a "work plan" tool for organizing individual project tasks by phase and discipline. The anticipated labor effort is then summarized in a matrix that forms the basis for establishing and tracking the project budget. We track the budget on a percent-complete basis to measure performance during each accounting report period. The work plan is also the tool for establishing staffing and identifying the anticipated labor requirements of each task or phase.

To assist our Project Managers in efficient administration of projects, Kimley-Horn maintains a detailed, integrated management information system (MIS). This system, designed primarily to focus on schedule adherence and cost control, has proven to be a valuable tool. The project begins with the preparation of a detailed schedule that includes milestone completion dates for specific tasks tied to a work plan that allocates person-hour commitments by individual for each task. The MIS generates a Project Effort Report twice a month, showing actual effort expended by task. This internal control allows us to make, on a timely basis, any adjustments that may be necessary to maintain your schedule and stay within your budget.



TRACK RECORD OF ADDING VALUE TO PREVIOUS CLIENT'S LAND DEVELOPMENT CODE UPDATES OR CITY-WIDE PLANNING EFFORTS

We understand that the City of Ocoee puts a high value on return on investment in stewarding community's resources. We take a holistic approach to planning efforts and the LDC update process, across disciplines with an understanding of how urban possibilities and interventions can support, or deter, economic development and quality of life objectives. **Our codes create value for the City and the private sector by making growth possible and by ensuring that growth happens in a way that builds up rather than reduces the value of commonly held spaces and resources.** In addition to increasing the tax base through new construction, good growth results in places that holds their value and increases the social and economic value of existing places through contributions to the shared public realm and through the benefits of proximity.

Cost savings are critical both in terms of the appropriate level of investment in planning and more importantly in understanding the cost and revenue implications of proposed updates. Regulatory decisions affect costs and opportunity for the private sector. We understand the cost implications of our recommendations because we are routinely involved in projects from concept to construction. Investments are necessary to meet the City's vision and are important for safety and usability, but we prioritize low-cost interventions where they make sense.

Cost Control

The Kimley-Horn team has an excellent track record of completing projects within or very close to established budgets. The ability to control project costs throughout the progress of work is the result of a strong commitment to do so, a thorough understanding of the project scope, and incorporation of this understanding into the project. We also manage our staffing carefully to ensure we have the right people involved at the right time to create the most added value of the project.

CLIENT REFERENCES

Our clients know that, with Kimley-Horn, they experience better service. How do we know this? They consistently tell us that we deliver remarkable results and we're really good people to work with—and we live for that. We invite you to contact the references below regarding our work history and quality of service.

Reference #1

Organization Name: Seminole County

Contact Person: Rebecca Hammock, AICP, Development Services Director

☎ **Telephone Number:** 407.665.7396

✉ **E-mail Address:** rhammock@seminolecountyfl.gov

Reference #2

Organization Name: City of Titusville

Contact Person: Brad Parrish, Community Development Director

☎ **Telephone Number:** 321.567.3776

✉ **E-mail Address:** brad.parrish@titusville.com

Reference #3

Organization Name: City of Grovetown

Contact Person: Ronnie Kurtz, Director of Planning and Community Development

☎ **Telephone Number:** 706.863.4576, ext. 315

✉ **E-mail Address:** rkurtz@cityofgrovetown.com



Professional Planning Services *for the* City of Ocoee's Land Development Code Update

RFP No. RFQ#23-010

TAB 3

Hourly Rates & Required Forms



3. Hourly Rates & Required Forms

Tabulation of employee's (pertinent to the contract and the project) current (base year) loaded hourly wages and anticipated annual increases and hourly rates. Tabulation of all other charges and miscellaneous expenses which may appear or would be charged to the City on the firm's invoices. Tabulation of estimated man-hours for each employee pertinent to and assigned to perform work under this contract. Such estimated man-hours shall be reflected in the proposed scope of services requested in Section C.

We do not anticipate additional charges or miscellaneous expenses based on the scope provided in the RFQ.

Current Loaded Hourly Wages and Anticipated Annual Increases and Hourly Rates

Employee	Classification	2023	Escalation	2024	Escalation	2025
Canin, Brian	Senior Professional 2	\$306.03	4%	\$318.28	4%	\$331.01
Klepper, B. Kelley	Senior Professional 2	\$306.03	4%	\$318.28	4%	\$331.01
Ashby, Brian	Senior Professional 1	\$263.19	4%	\$273.72	4%	\$284.67
Taylor, James	Senior Professional 1	\$263.19	4%	\$273.72	4%	\$284.67
Juliano, Eliza	Professional 2	\$214.40	4%	\$222.98	4%	\$231.90
Witherspoon, Gregory	Professional 2	\$214.40	4%	\$222.98	4%	\$231.90
Coullias, Angela	Professional 1	\$171.38	4%	\$178.24	4%	\$185.37
Magruder, Kathleen	Professional 1	\$171.38	4%	\$178.24	4%	\$185.37
Tamura, Henry	Professional 1	\$171.38	4%	\$178.24	4%	\$185.37
Galdos, Carmen	Analyst	\$129.05	4%	\$134.21	4%	\$139.58
Kakani, Sribhava	Analyst	\$129.05	4%	\$134.21	4%	\$139.58
Milch, Nathan	Analyst	\$129.05	4%	\$134.21	4%	\$139.58
Thomas, Emily	Analyst	\$129.05	4%	\$134.21	4%	\$139.58
Brooks, Nilsa	Administrative	\$103.36	4%	\$107.49	4%	\$111.79

Effective through June 30, 2024

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 10% mark-up, or per the Contract

Kimley»Horn
Expect More. Experience Better.

**ESTIMATED MAN-HOURS FOR EACH EMPLOYEE PERTINENT TO
AND ASSIGNED TO PERFORM WORK UNDER THIS CONTRACT**

STEPS	Employee	E. Juliano	K. Magruder	B. Canin / K Klepper	J. Taylor / B. Ashby	A. Coullias	S. Kakani	H. Tamura	G. Witherspoon	Analyst	Admin	Total Hours
1	Project Orientation and Document Review											
	STEP SUBTOTAL	16	24	0	8	0	16	0	0	24	0	88
2	Matrices of Standards											
	STEP SUBTOTAL	16	36	0	0	0	0	0	0	60	0	112
3	Annotated Regulatory Outline											
	STEP SUBTOTAL	24	48	16	16	0	0	0	8	16	0	128
4	Code Drafting											
	Text Updates	24	60	16	16	0	0	0	20	40	0	176
	Graphic Elements	4	4	8	0	0	0	48	0	24	0	88
	STEP SUBTOTAL	28	64	24	16	0	0	48	20	64	0	264
5	Project Management and Coordination											
	STEP SUBTOTAL	36	40	0	0	0	0	0	0	40	24	140
6	Community/Stakeholder Outreach											
	STEP SUBTOTAL	24	32	0	0	16	0	0	0	40	0	112
7	Planning and Zoning Commission Review and Action											
	STEP SUBTOTAL	14	22	0	0	0	0	0	0	20	0	56
8	City Commission Review and Action											
	STEP SUBTOTAL	10	14	0	0	0	0	0	0	12	0	36
9	Final Draft of LDC Update											
	STEP SUBTOTAL	4	16	4	4	0	0	0	0	18	0	46
	TOTAL	172	296	44	44	16	16	48	28	294	24	982

Optional Tasks:

Windshield survey
Zoning Map Updates
Stress Testing Potential Development

Illustrative Renderings for Public Meetings
Coordination on Video Public Outreach

Assumptions:

- The City is anticipated to be responsible for providing locations for public workshops and advertising to The public.
- Estimate does not anticipate printing of documents or materials by the Consultant for distribution

Required Forms

Required forms and documentation can be found on the following pages.

Section I. - Summary of Litigation

Section J. - Acknowledgement of Addenda.

Exhibit A - Conflict of Interest Disclosure form.

Exhibit B - Drug-Free Workplace Certification.

Exhibit C - Company Information/Signature Sheet.

Exhibit D - Contractor E-Verify Affidavit.

SUMMARY OF LITIGATION

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, then please say so.

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. In the last five (5) years, Kimley-Horn has had more than 25,678 active projects in Florida, 31 of which had some form of litigation. Of these cases, 3 were dismissed, 19 were settled, and 9 are pending. This represents 0.1207% of all projects completed by Kimley-Horn in Florida over the past five years. None of the pending cases, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Legal proceedings in Florida within the past five (5) years are as follows:

1. 3315 Tower Condominium Association, Inc., v. Tower 3315, LLC, et al; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2020-019825-CA-01; filed 2020; alleged economic loss; settled; closed 2021.
2. Acosta Tractors, Inc. v Biltmore Construction, et al; In the Circuit Court of the 11th Judicial Circuit of Miami-Dade, Florida; Cause No 18-020135-CA-25; filed 2018; served 2022; alleged economic loss; pending
3. Enrique R. Antezana, et al v Kimley-Horn; Applied Technical Services; and City of Miramar; 17th Judicial Circuit for Broward County, Florida; Case CACE23012261; filed 2023; alleged property damage; pending
4. Kala Gurley, et al v Marriott International, Inc., et al; 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA108550; wrongful death claim; dismissed; closed 2019.
5. Angela Briguglio v Palm Avenue Hospitality Holdings, et al; 12th Judicial Circuit of Sarasota County, Florida; Cause No 2022-CA-3952-NC; filed 2022; served 2022; alleged personal injury; pending
6. Vernon Brown v. Marriott International, Inc., et al; 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA0078250; filed 2019; personal injury claim; dismissed; closed 2019
7. Community Asphalt Corporation v. Wantman Group, Inc., et al; FDOT; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2018-029816-CA-01; filed 2018; alleged economic loss; settled 2023
8. Cone & Graham, Inc. v. Kimley-Horn and Associates, Inc.; In the Circuit Court of Broward County, Florida; Cause No. CACE-21-014631; filed 2021; alleged economic loss; settled 2022; closed.
9. Kathleen Conti v. Simon Property Group, Inc., et al; 15th Judicial Circuit Court Palm Beach County; Case No. 502017CA008616XXXXMB Division: AE; filed 2017; personal injury claim; settled; closed 2019.
10. Jennifer Curell v Florida Department of Transportation, et al; 19th Judicial Circuit in and for St. Lucie County, Florida; Cause No. 562022CA001297AXXXHC; alleged personal injuries claimed; pending
11. Florida Silt and Sod, Inc. v. City of Plant City, et al; 13th Judicial Circuit Court, Hillsborough County, Florida; Case No. 22-CA-004094; filed 2022; alleged economic loss; settled 2023

12. Irene Gomes v. Aldi, L.L.C., et al; In the Circuit Court of the 11th Circuit, Miami-Dade County, Florida; Cause No. 2020-009878-CA-01; filed 2020; served 2022; alleged personal injuries claimed; settled 2022
13. Barbara Kline v. Simon Property, et al: 15th Judicial Circuit Court Palm Beach; Case No. 502019CA009926; filed 2019; served 2021; personal injury claim; settled 2022
14. Grande Oaks at Heathrow Association v Kolter Signature Homes, et al; 18th Judicial Circuit Court, Seminole County; Case No. 2020-CA-003188; filed 2020; alleged economic loss; settled 2023.
15. Heron Bay Community Association, Inc. vs. WCI Communities, LLC, et al; 15th Judicial Circuit Court, Broward County; Case No.: CACE16003120; filed 2016; alleged economic loss; settled; closed 2020
16. Jennifer Lancaster v. VCC, LLC, et al; 15th Judicial District Court of Palm Beach County, Florida; Cause No. 502019CA011526; filed 2019; served 2020; alleged personal injuries claimed; settled; closed 2021.
17. Adrian E. Langford v. Suffolk Construction Co., et al; 12th Judicial Circuit Court, Sarasota County, FL; Cause No. 582020CA005449XXXANC; filed 2020; served 2021; alleged personal injuries claimed; pending
18. Lunacon Engineering Group, et al v. City of Homestead v. Kimley-Horn, et al: 11th Judicial Circuit Court Miami-Dade County, Case No. 2017-000561-CA-01; filed 2017; alleged economic loss; settled; closed 2018.
19. Medline Industries, Inc. V. McShane Construction Company, LLC v. Ware Malcomb, et al.; 10th Judicial Circuit Court, Polk County, FL; Case # 2020-CA-0022790; filed 2020; alleged economic loss; pending
20. Harris Mitchell v. Frank Anderson, et al; 15th Judicial Circuit Court, Palm Beach County, Florida; Case No. 50-2019-CA-006676; filed 2019, served 2020; alleged personal injuries claimed; settled; closed 2020
21. 21. Morrison-Cobalt JV v. Kimley-Horn and Associates, Inc.; 11th Judicial Circuit in and for Miami-Dade County, Florida; Cause No. 2021-013239-CA-01; alleged economic loss; pending
22. Yolanda Peaslee v The City of West Palm Beach, et al; Circuit Court of the 15th Judicial Circuit, Palm Beach County, Florida; Cause No. 502021CA004964XXXXMB; personal injury claim; settled 2023
23. Sherri Reed v. Town Center Boca Raton Trust, et al: 15th Judicial Circuit Court Palm Beach; Case No. 21CA005161; filed 2021; personal injury claim; settled 2023
24. Christ Rose v. Wal-Mart Stores, Inc., et al; 17th Judicial Circuit Court, Broward County, FL; Cause No. CACE-18-027255; filed 2018; served 2020; alleged personal injuries claimed; settled; closed 2021
25. Sema Construction, Inc. v. City of Altamonte Springs; 18th Judicial Circuit Court, Seminole County; Case No. 2015-CA-002951-15-W; filed 2016; alleged economic loss; pending.
26. Esther Silberman v Town Center at Boca Raton, et al; 15th Judicial District Court of Palm Beach, Florida; Cause 50-2018-CA-009724-MB; filed 2018; served 2021; alleged personal injuries claimed; settled 2021
27. Kevin Sona, et al v. Stone Creek Community Association, et al; Fifth Judicial Circuit, Marion County, FL; Case # 20CA0026; filed 2020; served 2021; alleged personal injuries claimed; settled 2022
28. Donald Stroman, Jr. v FDOT, et al; Cause No. 2023-CA-007165-O; In the Ninth Judicial District Court of Orange County, Florida; filed 2023; alleged personal injuries claimed; pending

29. 29. Terrazas Riverpark Village Condominium Association v. Windmoor Project, et al; 11th Judicial Circuit Court, Miami-Dade Co, FL; Cause No. 2020-017647-CA-01; filed 2020; alleged economic loss; settled 2021
30. 30. Wal-Mart Stores East, LP, et al. v. Bandes Construction Company, Inc., et al; 15th Circuit Court, Palm Beach County; Case No. 2019CA005775; filed 2019; alleged economic loss; settled; closed 2019
31. 31. Leticia Zavala, et al v Marriott International, Inc., et al; 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA97810; wrongful death claim; dismissed; closed 2019.

ACKNOWLEDGEMENT OF ADDENDA

Bidder acknowledges receipt of the following addenda:

No. ONE (1) Dated 9/7/2023

No. TWO (2) Dated 9/13/2023

No. Dated

Mayor
Rusty Johnson

City Manager
Robert Frank



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
Ages Hart, District 4

September 7, 2023

**ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFQ No. 23-010
PROFESSIONAL PLANNING SERVICES FOR THE CITY OF OCOEE'S LAND DEVELOPMENT
CODE UPDATE**

This addendum shall modify and become a part of the original bid documents for the Professional Planning Services for the City of Ocoee's Land Development Code Update Projects for FY 2023. This addendum consists of one (1) page. Bidders shall acknowledge receipt of this Addendum in the space provided on page 20 of the bid documents. Failure to do so may subject the bidder to disqualification. **The bid date remains the same.**

Answers to questions received and/or amendments to the bid documents are as follows:

Q1. Is City Attorney reviewing the land code updates for legal compliance and consistency or should the consultant assume that responsibility as part of the scope?

A1. The consultant will assume that responsibility as part of the scope.

Olena Stokych

Olena Stokych
Purchasing Analyst
Cc: evaluation committee

Mayor
Rusty Johnson

City Manager
Robert Frank



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
Ages Hart, District 4

September 13, 2023

ADDENDUM NO. TWO (2)
CITY OF OCOEE
RFQ No. 23-010
PROFESSIONAL PLANNING SERVICES FOR THE CITY OF OCOEE'S LAND DEVELOPMENT
CODE UPDATE

This addendum shall modify and become a part of the original bid documents for the Professional Planning Services for the City of Ocoee's Land Development Code Update Projects for FY 2023. This addendum consists of one (1) page. Bidders shall acknowledge receipt of this Addendum in the space provided on page 20 of the bid documents. Failure to do so may subject the bidder to disqualification. **The bid date remains the same.**

Answers to questions received and/or amendments to the bid documents are as follows:

Q1. Has the City Commission appropriated funds for the project in the FY 2022-23 or FY 2023-24 budgets, and if so, how much?

A1. The estimated budget amount for this project is \$150,000.

Q2. Could you provide a copy of the Land Development Code (LDC) Audit that is referenced in the RFQ Scope of Services?

A2. The LDC Audit Report is not yet public information and will be given to the selected firm under Task 1.

Q3. Would the City please provide a sample draft contract?

A3. A draft contract is not available at this time.

Q4. Will the City please confirm that the party awarded the work will be given a contract with indemnity language that complies with Florida Statute 725.08?

A4. Yes.

Olena Stokych

Olena Stokych
Purchasing Analyst
Cc: evaluation committee



EXHIBIT "A"
RFQ CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

 X To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

 The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

Kimley-Horn and Associates, Inc.

Firm Name

B. Kelley Klepper

Signature

B. Kelley Klepper, Vice President

Name and Title (Print or Type)

September 1, 2023

Date

EXHIBIT "B"
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Respondent, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent: Kimley-Horn and Associates, Inc.

Signed: B. Kelly Klepper

By: B. Kelly Klepper
(Print or Type Name)

Title: Vice President

Date: September 1, 2023

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFQ #23-010

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS, AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE.

Kimley-Horn and Associates, Inc (941) 379-7600
COMPANY NAME TELEPHONE (INCLUDE AREA CODE)

N/A
FAX (INCLUDE AREA CODE)

kelly.klepper@kimley-horn.com
E-MAIL ADDRESS

B. Kelley Klepper
AUTHORIZED SIGNATURE (manual)

B. Kelley Klepper, Vice President
NAME/TITLE (PLEASE PRINT)

1777 Main Street, Suite 200
STREET ADDRESS

Sarasota, FL 34236
CITY STATE ZIP

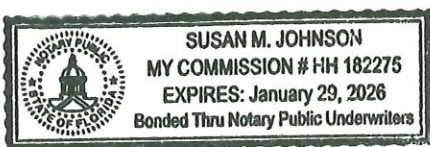
FEDERAL ID # 56-0885615

____ Individual X Corporation ____ Partnership ____ Other (Specify) _____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this _____ day of _____, 20____.

Personally Known X or
Produced Identification _____

N/A
(Type of Identification)



Notary Public - State of Florida
County of Sarasota

Susan M. Johnson
Signature of Notary Public

Susan M. Johnson
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT "D"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Kimley-Horn and Associates, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Kimley-Horn and Associates, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

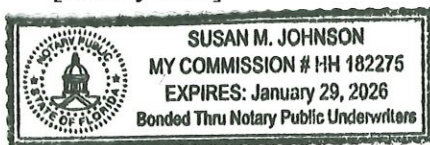
B. Kelley Klepper
Print Name: B. Kelley Klepper
Date: September 1, 2023

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this Sept. 1, 2023 (date) by B. Kelley Klepper (name of officer or agent, title of officer or agent) of Kimley-Horn and Assoc. Inc. (name of contractor company acknowledging), a N.C. (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Susan M. Johnson
Notary Public
Susan M. Johnson
Name typed, printed or stamped
My Commission Expires: January 29, 2026

From: [Juliano, Eliza](#)
To: [Stokych, Olena](#); [Klepper, Kelley](#)
Cc: [Doolittle, Jamie](#); [>FL_Marketing](#)
Subject: RE: Kimley-Horn's submission for RFQ #23-010 Professional Planning Services for the City of Ocoee's Land Development Code Update
Date: Thursday, September 21, 2023 9:35:55 AM
Attachments: [image001.png](#)
[E-Verify.pdf](#)

Good morning Ms. Stokych,

You should have received the attached from Jamie Doolittle about half an hour ago. Please advise if this is not the correct document.

Thank you,

Eliza Harris Juliano, CNU-A

Kimley-Horn | 500 Delaney Avenue, Suite 404, Orlando, FL

Direct: 407 789 0535

[*Canin joins forces with Kimley-Horn*](#)

From: Stokych, Olena <OStokych@ocoe.org>
Sent: Thursday, September 21, 2023 9:31 AM
To: Klepper, Kelley <kelley.klepper@kimley-horn.com>; Juliano, Eliza <Eliza.Juliano@kimley-horn.com>
Cc: Doolittle, Jamie <Jamie.Doolittle@kimley-horn.com>; >FL_Marketing <Florida.Marketing@kimley-horn.com>
Subject: Kimley-Horn's submission for RFQ #23-010 Professional Planning Services for the City of Ocoee's Land Development Code Update

Some people who received this message don't often get email from ostokych@ocoe.org. [Learn why this is important](#)

Good morning Mr. Kelley.

Kindly asking you to submit a copy of Kimley-Horn's proof of registration in the E-Verify system that isn't attached to Affidavit in the qualification package that we received on Bonfire.

Please email the requested document to me by 5:00 p.m. on Tuesday, September 26th 2023.

Thank you.

Olena Stokych

Purchasing Analyst



Address: 1 N. Bluford Ave.

Ocoee, FL 34761

Email: ostokych@occoee.org

Phone: 407-905-3190

Website: [https://link.edgepilot.com/s/5084059c/i9II91uCokavOPVGPe6KAQ?
u=http://www.occoee.org/](https://link.edgepilot.com/s/5084059c/i9II91uCokavOPVGPe6KAQ?u=http://www.occoee.org/)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: [Doolittle, Jamie](#)
To: [Stokych, Olena](#)
Cc: [Juliano, Eliza](#)
Subject: RFQ #23-010 - Kimley-Horn Proof of E-Verify Registration
Date: Thursday, September 21, 2023 8:36:49 AM
Attachments: [E-Verify.pdf](#)

Good morning Olena,

Attached is our Proof of Registration in the E-Verify system. Thank you for reaching out and for the opportunity to submit.

Best,

Jamie Doolittle | Marketing Coordinator

Kimley-Horn | 477 South Rosemary Avenue, West Palm Beach, FL 33401

Direct: 561-260-5434 | Mobile: 704-572-0903

Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#) | [Kimley-Horn.com](#)

Celebrating 16 years as one of FORTUNE's 100 Best Companies to Work For

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Company ID Number: 375667

Client Company ID Number: 2023677

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Kimley-Horn and Associates, Inc.
Company Facility Address	421 Fayetteville Street Suite 600 Raleigh, NC 27601
Company Alternate Address	
County or Parish	WAKE
Employer Identification Number	560885615
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5,000 to 9,999
Number of Sites Verified for	1 site(s)



Company ID Number: 375667



Client Company ID Number: 2023677

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

NC	1
----	---



Company ID Number: 375667

Client Company ID Number: 2023677

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Lori Hall
Phone Number	7036741322
Fax	
Email	lori.hall@kimley-horn.com



Company ID Number: 375667



Client Company ID Number: 2023677

This list represents the first 20 Program Administrators listed for this company.



RFQ #23-010

Professional Planning Services for the City of Ocoee's Land Development Code Update

Ocoee, FL

CLARION



CONTENTS

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TAB 1. QUALIFICATIONS AND RESPONSE TO SCOPE OF SERVICES

COVER LETTER

September 19, 2023

RE: Response to Request for Qualifications (RFQ) #23-010 Professional Planning Services for the City of Ocoee's Land Development Code Update

To whom it may concern,

We are pleased to submit this response to the City of Ocoee's RFQ for Professional Planning Services for the City's Land Development Code Update.

Established in 1992, **Clarion Associates** is a national planning and zoning consulting firm with offices in Chapel Hill and Denver, and affiliate offices in Cincinnati and Philadelphia. Now celebrating our 31st year, firm principals have substantial experience assisting local government clients in Florida and throughout the nation in conducting comprehensive updates to development codes. If selected for this project, Clarion would serve as the prime consultant.

We would be assisted by **PlanActive Studio, LLC**. PlanActive Studio is a certified woman-owned business located in Orlando with expertise in land use planning and implementation, form-based coding, small area planning, and public engagement. The firm's owner, Tara Salmieri, AICP, would assist with all aspects of the development code update.

The partnership between Clarion Associates and PlanActive Studio combines Clarion's national planning and code-drafting experience with PlanActive's extensive Florida experience. Staff on the project team have teamed together on multiple Florida projects, including comprehensive code updates in two other Metro Orlando communities, Apopka and Maitland.

We believe the Clarion team is uniquely suited to assist the City in completing the development code update for the following reasons:

We are expert code drafters. Drafting development codes is one of Clarion's core practice areas. Team principals have successfully completed over 125 comprehensive development code updates throughout the nation. Hallmarks of Clarion-authored codes include simple language, clear procedures, measurable standards, user-friendly formats, and the use of best practices.

We are experts in user-friendliness. We are experts at making codes more user-friendly through reorganization and streamlining, clarification of language, and use of technology to convey complex zoning concepts in a simple manner. Improving user-friendliness is usually a key goal in our development code updates.

We understand how to integrate design and form controls into development codes. Almost every code Clarion has drafted in the last decade incorporates some type of design and form controls, or form-based districts.

We know mixed-use development. We are responsible for the development of innovative regulations for mixed-use development across the country. Team members have a wealth of practical experience in developing plans and standards that reflect economic realities that are viable.

We are national leaders in incorporating green building practices and resiliency in codes. Clarion, in partnership with the Rocky Mountain Land Use Institute (RMLUI), pioneered the Model Community Sustainable Development Code. Since then, we have designed numerous development codes that incorporate green building practices and resiliency concepts.

We are national leaders in zoning best practices. Clarion has developed zoning best practices for planned developments, procedural streamlining, mixed-use development, design standards, parking, landscaping, lighting, and aesthetic controls for communities across the nation. Our team members enjoy sharing this knowledge through webinars, professional conferences, presentations and publications, and in the development codes we draft for our clients.

We have extensive Florida experience. We have successfully completed comprehensive development code updates and/or diagnostics in several Florida communities, including Maitland (with PlanActive), Apopka (with PlanActive), Daytona Beach, Village of Estero, Pompano Beach, and Miami-Dade County.

We are skilled facilitators. We are experienced in working with citizens, staff, and elected officials to identify key concerns and gain consensus on difficult issues. As a result, many of our projects are adopted unanimously.

We have expertise in project management. Projects like this require strong leadership and effective project management. We have a proven track record of effective project management, bringing projects in on time and within budget.

We are excited about the prospect of working with the City of Ocoee and would welcome an opportunity to discuss our qualifications with you in person. We acknowledge that if selected, Clarion would assume responsibilities for all services offered, and be the sole point of contact concerning contractual matters, including payments under the contract. If our firm is selected for this work, I would serve as Project Director and firm contact. Please contact me at 919-967-9188 or at crichardson@clarionassociates.com if you have questions or need additional information to evaluate our submittal.

Very truly yours,

A handwritten signature in black ink that reads "Craig Richardson". The signature is fluid and cursive, with a small dot at the end of the last name.

Craig Richardson, Esq.
Director

CLARION

Clarion Associates, LLC
101 Market Street, Suite D
Chapel Hill, North Carolina 27516
919.967.9188
919.967.9077 fax

Community Planning
Zoning/Design Standards
Impact Fees
Growth Management
Sustainability

STAFFING PLAN

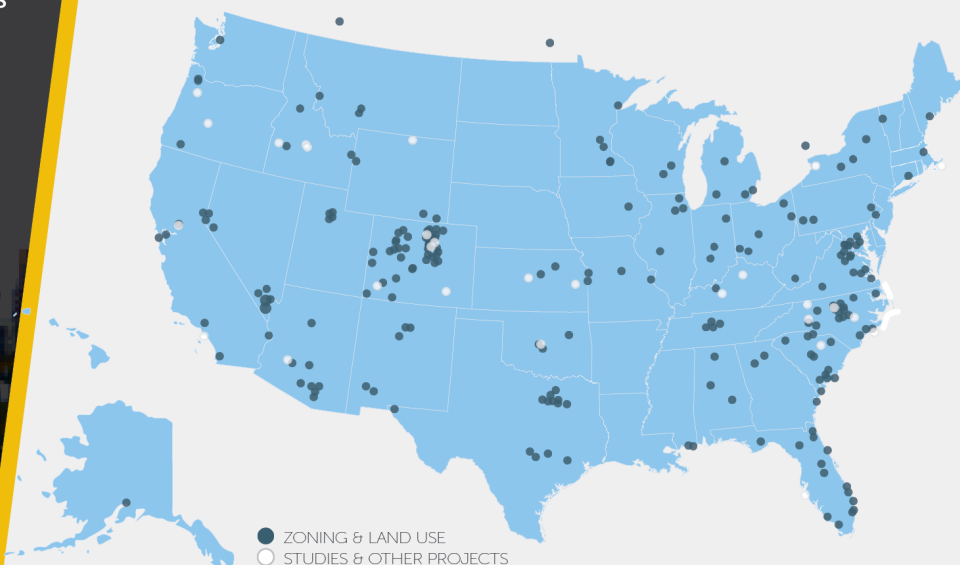
Clarion Associates is a national land-use consulting firm with offices in Denver, Colorado and Chapel Hill, North Carolina, and affiliate offices in Cincinnati and Philadelphia. Since our founding in 1992, Clarion has become particularly known for its expertise in comprehensive planning, development regulations, and plan implementation. We have developed expertise in a broad range of services, including:

- Community and regional plans;
- Community and stakeholder engagement;
- Sustainable plans and codes;
- Zoning codes and development regulations;

CLARION

303.830.2890

www.clarionassociates.com



31
years of
effective land
use solutions



20
staff to meet the
needs of our client
communities



600+
diverse community
partnerships



128+
adopted
community plans



237+
adopted
development codes

Clarion Associates, LLC, is a limited liability company organized under the laws of the state of Colorado. The firm has about 20 employees in two offices in Chapel Hill, NC and Denver, CO, with affiliate offices in Cincinnati and Philadelphia. The firm consists of city planners, landscape architects, attorneys, and graphic designers. No firm in the country matches the combination of land use and zoning, urban design, community development, planning, and land use law experience of Clarion's firm principals. Clarion is particularly known for its expertise in:

- Development code updates;
- Design standards and incorporating form controls into development regulations;
- Regulations that protect a community's character;
- Incorporating green building and resiliency concepts in development codes;
- Zoning best practices;
- Regulations to protect environmentally sensitive lands;
- Community and neighborhood planning; and
- Land use and planning law.

Clarion projects have been recognized as exemplary and have received numerous awards from the national chapter and state chapters of the American Planning Association (APA). Most recently, in 2019, the updated Norfolk, VA Zoning Ordinance, for which the firm served as the lead consultant, received the Award of Excellence in Sustainability from national APA.

Other recent national awards include:

- A 2015 Charter Award and Dreihaus Award from the Congress for the New Urbanism for the Beaufort County, SC Form-Based Code;
- A 2013 national APA implementation award for the Philadelphia Zoning Code update;
- A 2012 EPA national Smart Growth Award for the Portsmouth, VA Zoning Ordinance; and
- APA Burnham Awards for Plan Cheyenne and the Will County, IL Plan.

Clarion has been retained by more than 200 communities across the United States to comprehensively update their development codes. We use a wide variety of tools, ranging from relatively simple formatting techniques to highly sophisticated, interactive, web-friendly codes. Most importantly, we understand that modern codes rely heavily on graphics and illustrations to explain complex concepts and to illustrate how regulations are applied.



In recent years, the Clarion team members involved in this project have completed development code updates in Maitland and Apopka, Florida (in association with PlanActive Studio); Village of Estero, Florida; Norfolk, and Henrico County, Virginia; Colorado Springs, Colorado; and Columbia, South Carolina. Details about these and other projects are included in the “Current or Recently Completed Similar Services” section of this response, on page 23.

PLANACTIVE STUDIO

Founded in 2011, PlanActive Studio is committed to helping local governments develop long range implementable policies and regulations to create sustainable communities. The firm provides services in land use planning and analysis, development coding, policy implementation, small area



planning, and public engagement. PlanActive Studio is registered as a certified Woman-Owned Business with Orange County, FL, the City of Orlando, the State of Florida, and the Florida Department of Transportation. Tara Salmieri, AICP, firm owner and principal has over 16 years of experience assisting local governments ranging from small cities to large government agencies. She recently led the adoption of form-based codes in the City of Cocoa and the City of Jacksonville Beach.

PlanActive Studio recently worked with Clarion in Apopka, FL on the City's Land Development Code update, and in Maitland, FL on its Land Development Code update.

KEY PROFESSIONALS

The key professionals from the Clarion team who would be involved in the project have substantial experience conducting comprehensive development code rewrites and addressing development form context sensitive, and sustainable development practice issues related to a rising water environment for communities across South Carolina, the Southeast, and nation. We provide in this section summaries of the relevant experience of each key professional.

CLARION ASSOCIATES

CRAIG RICHARDSON, ESQ. | PROJECT DIRECTOR



Craig is a Director of Clarion Associates. He is a planner/lawyer with over 35 years of practice experience, primarily representing local government clients on a variety of planning and zoning matters. They include the comprehensive updates of development codes, the design and implementation of exaction and impact fee programs, affordable housing mitigation programs, design and form controls, and sustainable and green building practices. He has a strong record of success in managing or serving as a principal on award winning comprehensive code rewrite projects in South Carolina, North Carolina, Florida, Virginia, Maryland, New York, Pennsylvania, Alabama, Mississippi, Colorado, and Wyoming. Example code projects include comprehensive code updates for the following communities: Columbia, Greenville, Rock Hill, Folly Beach, Beaufort and Richland counties, SC; Norfolk (winner of a national APA Award of Excellence in Sustainability), Portsmouth (winner of the 2012 EPA Smart Growth Award), Vienna, and Henrico (Richmond metro area) and Fairfax counties, VA; Maitland (winner of 2022 Florida Planning and Zoning Association award for outstanding plan/study project), Estero, Daytona Beach, Apopka, Pompano Beach, Palm Beach County, Martin County, and Alachua, FL; Prince George's County, MD (Washington, D.C., metro area); Kannapolis, Mooresville, Fayetteville, High Point, and Currituck County, NC; State College, PA; Albany, NY; the Capitol region (Hartford) in Connecticut (model sustainable development code); Teton County and Jackson, WY (Jackson Hole); Aspen, CO; as well as over 30 other comprehensive code update projects. He has drafted the regulations for over 100 impact fee programs in ten states and designed mandatory affordable housing mitigation programs in Jackson Hole and the Florida Keys. He served on the faculty for APA's national Zoning Clinic, speaks regularly at planning conferences on code implementation issues, worked on the USEPA Sustainable Code Building Blocks project, and has worked on the Model Sustainable Community Development Code project for the Rocky Mountain Land Use Institute. Craig has been a member of the Florida Bar for over 35 years.

GEOFF GREEN, ESQ., AICP | PROJECT MANAGER



Geoff is a Senior Associate in Clarion's Chapel Hill office. A planner/lawyer, he has drafted development codes for communities in South Carolina, North Carolina, Virginia, Tennessee, Alabama, Florida, Texas, and Colorado, including the City of Charleston and Richland County, SC; Kannapolis and Mooresville, NC; Henrico County, VA; Maury County, TN; Montgomery and Tuscaloosa, AL; Estero and Maitland (winner of 2022 Florida Planning and Zoning Association award

for outstanding plan/study project), FL; Rowlett, TX; and Colorado Springs, CO. Geoff has also drafted impact fee ordinances in Beaufort County, SC, and adequate public facility regulations in Prince George's County, MD. Outside of work he currently serves on the Town of Chapel Hill Planning Commission. Geoff received his masters of city and regional planning degree from the University of North Carolina, Chapel Hill, where he was named outstanding student in his graduating class; a law degree from New York University (Order of the Coif); and an undergraduate degree from Duke University.

DAVID HENNING | SENIOR ASSOCIATE



David is a planner and lawyer serving as a Senior Associate with Clarion's Chapel Hill office. David's work for Clarion has included crafting and analyzing comprehensive plan updates, strategic plans, land development code updates, and affordable housing studies for communities throughout the Southeast and Mid Atlantic. During his education he honed his planning and design skills while developing vision plans for communities in the Northeast and a strategic framework for preservation and planning for the riverfront in Agra, India. Still

other projects delved into urban design, area planning, and resilience. Prior to his planning work, David performed agency monitoring for an environmental law firm in his home state of Florida. He has presented at state and national planning conferences on dark skies and design of planning documents, and his academic projects have been recognized by the American Planning Association and the U.S. Department of Energy. David strives to help communities realize their potential to improve the lives of their current and future residents.

CHRISTIAN SCHMIDT | ASSOCIATE



Christian is a planner in Clarion's Chapel Hill office. He joined Clarion in 2023 after completing his master's in urban planning (MUP) program at Harvard Graduate School of Design (GSD), with a focus in Housing, Community, and Economic Development. While at Harvard, Christian co-founded the GSD's rural advocacy organization and specialized in small town and indigenous planning, as well as participatory spatial and process design. Since joining Clarion, he has worked on the comprehensive code update in Cobb County, GA

and comprehensive plan updates in Henrico County, VA and Orange County, NC. Christian hopes to use his experiences to shape strong, citizen-focused communities that inspire generosity, neighborliness, and joy.

ADDIE SHERMAN | GRAPHICS AND MARKETING COORDINATOR



Addie is the Graphics and Marketing Coordinator in Clarion's Chapel Hill office. At Clarion, Addie helps fashion creative tools for public engagement and works with project leads to produce effective graphics for plans, development codes, and other work products. Her current work involves website design, graphic design, 3D renderings, document design, and GIS mapping. Prior to joining Clarion, Addie worked for a consulting firm in Cincinnati, where she provided critical planning and design recommendations based on site analysis, feasibility studies, and zoning

and land use evaluations. She received her bachelor's degree in urban planning from the University of Cincinnati.

PLANACTIVE STUDIO

TARA L. SALMIERI, AICP, FBCI, PRESIDENT

PlanActive Studio LLC has over 23 years of experience in both public sector planning and private consulting. Tara began her career as the front line manager responsible for all planning responsibilities ranging from development review, comprehensive planning, data analysis, code enforcement, staff reports and board presentations of a small city, south of Orlando, Florida. The understanding of local government provided Tara with a strong commitment to integrate land use, transportation and urban design into local policies, regulations and area plans that could be adopted and implemented specific to the context of each community she worked in as a consultant.

PlanActive Studio provides a broad range of technical analysis and tools for each municipality that will inform the community, staff and elected officials of potential conflicts in their regulations, plans and manuals. Her goal is to provide solutions that are easy to understand while developing implementable strategies to meet the vision and desires of each community.

Tara has led over 100 training workshops, walking audits, charrettes, and stakeholder initiatives that integrate a strong public engagement process that is carried throughout the project.

Tara is a certified from the Form Based Code Institute, a member of the American Institute of Certified Planners, Florida Planning and Zoning Association and past Chairperson of the Board of Zoning Adjustment for the City of Orlando. PlanActive Studio is a registered Women owned Business in the State of Florida, and a DBE for the Department of Transportation (Florida).

RESUMES

Resumes of all key professionals included in this project proposal are provided below.



Craig Richardson, Esq.

DIRECTOR

Craig Richardson is a Director with Clarion Associates in the Chapel Hill office. He is a planner/lawyer who has managed a number of award-winning zoning and planning projects in both large and small communities throughout the United States. He also has substantial experience in designing and drafting impact fee legislation, adequate public facility regulations, affordable housing mitigation programs and strategies, and other forms of land use regulation. In addition, he has had significant experience representing public sector clients in court in their defense of comprehensive plans and land use regulations.

EDUCATION

Masters of City & Regional Planning
University of North Carolina
Chapel Hill

Juris Doctor & Bachelors of Arts (Honors)
Stetson University

PUBLICATIONS

**Contributor on Housing and
Hazard Mitigation Issues**

Rocky Mountain Land Use Institute Model
Sustainable Development Code

Keeping Up with Growth Urban Land
Vol. 58, No. 9: 94. September 1999 (with
D. Salvesen)

**Avoiding Coastal Hazard Areas: Best
State Mitigation Practices**
Environmental Geosciences. 1999 (with D.
Godschalk, R. Norton and D. Salvesen)

EXPERIENCE

Clarion Associates, LLC
Director & Vice-President
2000 - Present

Icard, Merrill, Cullis, Timm,
Furen and Ginsburg - Sarasota, FL
Shareholder
1986 - 1996

Siemon, Larsen and Purdy -
Chicago, IL / Sarasota, FL
Attorney & Partner
1984 - 1986

Ross, Hardies, O'Keefe,
Babcock and Parsons -
Chicago, IL / Boca Raton, FL
1981 - 1984

KEY PROJECTS

Development Codes & Ordinances

- **Apopka, FL** | Land Development Code
- **Columbia, SC** | Unified Development Ordinance
- **Decatur, AL** | Zoning Ordinance
- **Fairfax County, VA** | Zoning Ordinance Update
- **Henrico County, VA** | Zoning and Subdivision Ordinance Update
- **Kannapolis, NC** | Unified Development Ordinance
- **Maitland, FL** | Land Development Code
- **New Hanover County, NC** | Unified Development Ordinance
- **Norfolk, VA** | Zoning Code Update
- **Prince George's County, MD** | Zoning and Subdivision Update
- **Portsmouth, VA** | Zoning Ordinance
- **Richland County, SC** | Land Development Code
- **Town of Jackson and Teton County, WY** | Affordable Housing Support Study and Guidelines
- **Tuscaloosa, AL** | Zoning and Subdivision Ordinance Update
- **Village of Estero, FL** | Land Development Code Update

Impact Fee Ordinances

- **Larimer County, CO**
- **Manatee County, FL**
- **Reno, NV**
- **Washoe County Regional Transportation Commission, NV**





Geoff Green, AICP, Esq.

SENIOR ASSOCIATE

Geoff Green, AICP, is a Senior Associate in Clarion's Chapel Hill office. At Clarion, he has worked on drafting development codes for communities in Colorado, Texas, Tennessee, Alabama, Georgia, North Carolina, South Carolina, Virginia, and Florida. He is also part of a team working on updates to curbside management policies and regulations in Boulder, CO, and has drafted updated impact fee provisions for Beaufort County, SC. Prior to joining Clarion, Geoff worked in the public sector as a planner for a public transit agency, where he most recently focused on land entitlement for a proposed multi-billion-dollar light-rail project. Geoff received his Master of City and Regional Planning degree from the University of North Carolina at Chapel Hill, a law degree from New York University, and an undergraduate degree from Duke University.

EDUCATION

Master of City and Regional Planning
APA Outstanding Student Award
Univ. of North Carolina, Chapel Hill, NC

Juris Doctor, Magna Cum Laude
New York University School of Law

Bachelor of Arts, History, Cum Laude
Duke University, Durham, NC

AFFILIATIONS

American Institute of Certified Planners
American Planning Association
North Carolina Chapter

EXPERIENCE

Clarion Associates, LLC
2019 - Present

GoTriangle, Raleigh/Durham, NC
Transit Planner/Senior Planner
2012 - 2019

COMMUNITY & PROFESSIONAL INVOLVEMENT

Town of Chapel Hill Board of Adjustment
Member
2020 - 2021
Chair
2021 - present

Town of Chapel Hill Bicycle and
Pedestrian Advisory Committee
2010 - 2014

KEY PROJECTS

Development Codes & Ordinances

- **Charleston, SC** | Zoning Ordinance Rewrite
- **Cobb County, GA** | Unified Development Code
- **Colorado Springs, CO** | Unified Development Code (adopted)
- **Estero, FL** | Land Development Code (adopted)
- **Henrico County, VA** | Zoning Ordinance and Subdivision Regulations (adopted)
- **Kannapolis, NC** | Unified Development Ordinance (adopted)
- **Maitland, FL** | Land Development Code (adopted)
- **Maury County, TN** | Zoning Ordinance and Subdivision Regulations
- **Montgomery, AL** | Zoning Ordinance and Subdivision Regulations
- **Mooresville, NC** | Unified Development Ordinance (adopted)
- **Rowlett, TX** | Unified Development Ordinance
- **Tuscaloosa, AL** | Zoning Ordinance and Subdivision Regulations

Impact Fees

- **Beaufort County, SC** | Impact Fee Ordinance, Intergovernmental Agreements
- **Prince George's County, MD** | Adequate Public Facilities Ordinance
- **Boulder, CO** | Curbside Management

Comprehensive and Strategic Community Plans

- **Buncombe County, NC and Henrico County, VA**





David Henning, AICP, Esq.

SENIOR ASSOCIATE

David Henning is a planner and lawyer serving as a Senior Associate with Clarion's Chapel Hill office. David's work for Clarion has included crafting and analyzing comprehensive plan updates, strategic plans, land development code updates, and affordable housing studies for communities throughout the Southeast and Mid Atlantic. During his education he honed his planning and design skills while developing vision plans for communities in the Northeast and a strategic framework for preservation and planning for the riverfront in Agra, India. Still other projects delved into urban design, area planning, and resilience. Prior to his planning work, David performed agency monitoring for an environmental law firm in his home state of Florida. He has presented at state and national planning conferences on dark skies and design of planning documents, and his academic projects have been recognized by the American Planning Association and the U.S. Department of Energy. David strives to help communities realize their potential to improve the lives of their current and future residents.

EDUCATION

Master in Urban Planning
Harvard University, Cambridge, MA

Juris Doctor (Cum Laude)
Environmental Certificate (Honors)
Florida State University, Tallahassee, FL

Bachelor of Science, Civil Engineering
Northwestern University, Evanston, IL

AFFILIATIONS

American Institute of Certified Planners

American Planning Association
North Carolina Chapter

Florida Bar Association

Professional Engineer-In-Training
IL Dept. of Financial & Professional
Regulation

EXPERIENCE

Clarion Associates, LLC
Associate
2016 – Present

cultureNOW
Intern
2014

Florida State University College of Law
Research Assistant
2012

Oertel, Fernandez, Bryant & Atkinson, P.A.
Law Clerk
2012

KEY PROJECTS

Development Codes & Ordinances

- **Apopka, FL** | Zoning Ordinance Update
- **Decatur, AL** | Zoning Ordinance Update
- **Estero, FL** | Land Development Code
- **Henrico County, VA** | Zoning Ordinance Update
- **Mooresville, NC** | Unified Development Ordinance
- **Prince George's County, MD** | Zoning Ordinance Update
- **Richland County, SC** | [Land Development Code Update](#)

Comprehensive and Strategic Community Plans

- **Cary, NC** | Cary Community Plan
- **Greenville, NC** | Horizons 2026 Comprehensive Plan
- **Iredell County, NC** | Horizons Comprehensive Plan
- **James City County, VA** | 2035 Strategic Plan
- & 2045 Comprehensive Plan
- **Lexington County, SC** | Grow with Us Comprehensive Plan
- **Mooresville, NC** | OneMooresville Comprehensive Plan
- **Portsmouth, VA** | Build One Portsmouth Comprehensive Plan
- **Statesville, NC** | [Statesville 2045 Land Development Plan](#)



Christian Schmidt

ASSOCIATE

Christian Schmidt is an Associate in Clarion's Chapel Hill Office. He joined Clarion in 2023 after completing his master's in urban planning program at Harvard Graduate School of Design (GSD), with a focus in Housing, Community, and Economic Development. While at Harvard, Christian co-founded the GSD's rural advocacy organization and specialized in small town and indigenous planning, as well as participatory spatial and process design. Christian hopes to use his experiences to shape strong, citizen-focused communities that inspire generosity, neighborliness, and joy.

EDUCATION

Master in Urban Planning
Harvard Graduate School of Design
 Cambridge, Massachusetts
 Bachelor of Arts, Politics
Princeton University
 Princeton, New Jersey

AFFILIATIONS

American Planning Association
 North Carolina Chapter

PREVIOUS EXPERIENCE

Legislative Analyst
 Michigan Senate Fiscal Agency, **1 year**

Planning Aide
 City of Unalaska, **1 year**

Democracy Renovation Lab Researcher
 Safra Center for Ethics, **1 year**

PROJECT SKILLS

Meeting Facilitation
 Deliberative System Design
 Strategy Consulting
 Neighborhood Planning
 Participatory Planning
 Site Development Programming
 Spanish

KEY PROJECTS

Christian has been involved in numerous projects across the United States and internationally at many levels of government.

Development Codes

- **Cobb County, GA** | Unified Development Code
- **Charleston, SC** | Zoning Ordinance Rewrite

Comprehensive Plans

- **Henrico County, VA** | 2045 Comprehensive Plan
- **Alderney, Guernsey, United Kingdom** | 2023 Land Use Plan*
- **Unalaska, AK** | 2030 Comprehensive Plan*

Small Area Plans

- **Ipswich, MA** | Downtown Redevelopment Plan*
- **Lowell, MA** | Centralville Neighborhood Plan*
- **Unalaska, AK** | 2018 Island Transit Study*

Other Projects

- **Navajo Nation** | Accounts Payable Efficiency Study, Dineh Chamber*
- **State of Hawaii** | Hawaii Zoning Atlas*
- **State of Michigan** | Analysis of the Dark Store Property Tax Loophole*
- **Fairfield County, CT** | Attaining County Equivalency for Regional Councils of Government*
- **Pima County, AZ** | Analysis of the 2015 Municipal Bond Election*
- **Unalaska, AK** | Bachelor's Thesis, Planning Theories for Motivating Community Spirit and Pursuing Personal Fulfillment*

* Work with previous employers





Addie Sherman

GRAPHICS & MARKETING COORDINATOR

Addie is the Graphics and Marketing Coordinator in Clarion's Chapel Hill office. At Clarion, Addie helps fashion creative tools for public engagement and works with project leads to produce effective graphics for plans, development codes, and other work products. Her current work involves website design, graphic design, 3D renderings, document design, and GIS mapping. Prior to joining Clarion, Addie worked for a consulting firm in Cincinnati, where she provided critical planning and design recommendations based on site analysis, feasibility studies, and zoning and land use evaluations. She received her bachelor's degree in urban planning from the University of Cincinnati.

EDUCATION

Bachelor of Urban Planning
University of Cincinnati

Graphic Design Continuing Education
Rhode Island School of Design

EXPERIENCE

Clarion Associates
Graphics & Marketing Coordinator
2019 - Present

Urban Fast Forward
Planning Associate
2018 - 2019

PROJECT SKILLS

Graphic Design
Web Design
3D Modeling
Public Engagement Strategies
Print and Digital Publication
Document Design and Formatting

KEY PROJECTS

Code Graphics

- **Tuscaloosa, AL** | Zoning and Subdivision Ordinance Update
- **Mooreville, NC** | Unified Development Ordinance
- **Kannapolis, NC** | Unified Development Ordinance
- **Henrico County, VA** | Zoning and Subdivision Ordinance Update
- **Maury County, TN** | Unified Development Ordinance
- **Montgomery, AL** | Unified Development Ordinance

Branding & Websites

- **Statesville, NC** | Land Development Plan Branding
- **Mooreville, NC** | Unified Development Ordinance Website
- **Henrico County, VA** | Comprehensive Plan Website
- **Iredell County, NC** | Comprehensive Plan Website
- **Chatham County, NC** | Unified Development Ordinance Website
- **Maury County, TN** | Unified Development Ordinance Website

Document Design

- **Davidson, NC** | Implementation Guidebook
- **Statesville, NC** | Comprehensive Plan
- **Charlotte, NC** | Community Benefits Lookbook
- **Lexington County, SC** | Comprehensive Plan
- **James City County, VA** | Public Engagement Reports
- **Henrico County, VA** | Sociodemographic Report
- **Buncombe County, NC** | Community Factbook and Comprehensive Plan



Tara Salmieri, AICP, FBCI
Principal
PlanActive Studio, LLC



Education

Bachelor of Arts, Urban Growth Management, Planning and Politics: Rollins College (1999)

Professional Registrations

Conflict Resolution, July 2000
National Charrette Institute 2004
American Institute of Certified Planners, #0200636
Form Based Code Certified, 2008

DBE/WBE Certifications

Orange County, Florida, WBE
State of Florida, OSD
City of Orlando, WBE
DOT DBE, Florida/Georgia

Affiliations

Florida Planning and Zoning Association, Board Member 2000-2006
American Planning Association, Local Chapter; Board Member 2014-Current
Society of Practitioners of Health Impact Assessment 2012-current

Publications + Technical Papers

"Revitalization of Suburban Corridors and Strategies for Redevelopment," American Planning Association Urban Design Publication

Presentations

Rollins College, Guest Lecturer Policy and Planning
"Smart Growth and Land Use", Florida Planning and Zoning Conference 2014
"Smart Growth Land Use Case Studies" Florida Redevelopment Conference 2013
"VISION PLANNING - Getting from Conception to Groundbreaking", Florida Redevelopment Conference 2012
"Planning for safety and mobility a Form Based Code approach", FSITE 2012
"Codes on the Road," interactive course for multiple cities in Central Florida, April – September 2009, Local American Planning Association
"Aging Corridors," Florida Redevelopment Association, 2007
"Ideas about the Future of our Cities Form Based Code," October 2009, presenter Florida Redevelopment Association Conference
"Is there a Place for Placemaking in Planning's Economy," panelist, October 2009, Urban Land Institute

Professional History

2011 – Present
PlanActive Studio LLC
President/Owner

2009 – 2012 (February)

Design + Planning at AECOM
Associate Principal/ Studio Leader

2000 – 2009
Glatting Jackson Kercher Anglin, Inc. Orlando, Florida
Senior Associate

1999 – 2000
Herbert Halback Inc
Planner

1999 City of Belle Isle, Florida

Project Experience

Land Development Regulations

Altamonte Springs, FL Design and Site Plan Review
Town of Eatonville, Planning Services
Ocoee, Comprehensive Plan Update
St Pete Beach, General Planning Services
Maitland, Florida Downtown and Westside Design Code
Town of Oakland, Unified LDC
City of Ft Lauderdale TOD Zoning Districts Downtown
Coral Springs, Florida Downtown Form Based Code
Islamorada Parking and Code Development
Webster Zoning District Reform
Ocoee 429 Zoning Ordinance
Apopka Zoning Ordinance Update
River Park Overlay, St Lucie County
Bay City, Texas; Downtown Form Based Code
St Pete Beach, Pass-a-grille; St Pete Beach, FL
Winter Garden Arts District, Winter Garden, FL
Town Of Oakland Gateway Corridor Overlay, Oakland, FL
Merritt Island, FL Policy Analysis and LDR
Ocoee Utilities Ordinance, Ocoee, FL
Gateway Corridor Zoning Overlay, Town of Oakland, FL
Parramore Master Plan, Transect, Orlando, FL
Cocoa Beach, Form Based Code, Cocoa, FL
Martin County, FL 7 CRA's Form Based Code Approach
Ypsilanti Citywide Form Based Code, Ypsilanti, MI
Palm Beach Gardens Mixed Use Zoning Ordinance
City of Eustis, Form-Base Code Land Development Regulations, Eustis, FL
Maitland Westside, Citywide code updates, Maitland, FL
Jacksonville Beach, CBD Vision Plan and Form Based Code
Jacksonville Beach, FL,
Lakeland Design Framework, FBC Lakeland, FL
Sanford Riverfront/Downtown Regulations. Sanford, Florida
Riverside Avondale Zoning District, Jacksonville, Florida
Unified Land Development Code, City of Leesburg, FL
Sarasota County, 2050 Land Development Regulations
Development Overlays, Sarasota, FL
SR 50, Overlay Standards, Winter Garden, FL
Baldwin Park Village Center, Sign Standards, Orlando, FL

Land Use Policy Implementation/Transportation

Gwinnett County BRT Land Use Strategies, Georgia
City of Tallahassee, Multi Modal Policy Analysis
City of Ft Lauderdale, Multi Modal Community Planning Study
Sulphur Springs, TX Comprehensive Plan Update
Bonita Springs, FL Corridor Plan, Policy Analysis
NW Cape and 7 Islands, Cape Coral, FL
SR 50 Healthy Impact Analysis, Land Use and Health
LYNX, SR 50 Alternative Analysis, Land Use
University Boulevard, Broward MPO, AA- Land Use
Program Manager, Smart Growth Partnership, TOD policies, complete streets, 19 Cities in Broward County.
Broward Boulevard Corridor Study, Ft Lauderdale, FL, Phase One East
Broward Boulevard West Corridor Study, Ft. Lauderdale, FL
Model Transit Oriented Corridor and Station Area
Regulations, Rockhill/York County, Fort Mill. Charlotte Blue Line Extension.
PENNDOT, Land use training for Smart Transportation
Pennsylvania

GENERAL APPROACH

We perceive our role in a development code update as collaborative—we serve as an extension of City staff. Our primary role is to educate about best practices, design and draft the code, help resolve regulatory issues between disparate views within the community, and provide advice and guidance on regulatory and implementation issues, based on our experience.

The Clarion team has a proven approach to helping communities successfully complete development code updates, one that has been tested and refined over time. We are firm believers in establishing a **well-defined process** where everyone understands what to expect in terms of process and deliverables. Our work program approach establishes an iterative process that provides all involved “numerous bites at the apple”—or a number of opportunities to review and provide comments on the proposed structure and best practice concepts included in the updated code, as well as the specific code language.

We prefer an approach that is **inclusive** of many points of view and uses tools that communicate zoning concepts to as many interested parties as possible. We recognize that the process should not be top-down, but rather should reflect input from a broad cross-section of the community.

We are committed to drafting a code that is **clear, precise, and predictable**. To ensure the document meets this objective, we rely heavily on graphics, process flow charts, summary tables, a consistent page layout, and intuitive document organization. We eliminate needless repetition and establish expedited review processes for preferred development types. We establish clear, measurable standards. Furthermore, we understand the opportunities and challenges of emerging concepts in zoning such as the development of character districts, form-based coding, “edge management” adjacent to mixed-use development, and corridor development and redevelopment.

Finally, we believe in **incentive-based approaches** to preferred development.

Applicants/developers are more likely to follow preferred development forms if they can see and understand the “upside” in doing so. Our development codes include incentives for preferred development forms, menu-based options for complying with development standards, and flexible techniques for achieving compliance with code requirements.

PROPOSED WORK PLAN

As requested in the RFQ, this section lays out a preliminary work plan for identifying and accomplishing the project objectives, consistent with the general approach discussed above. It incorporates each of the nine separate tasks identified in Section C, Scope of Services, of the RFQ. We emphasize this is a preliminary work plan and we are flexible and willing to make refinements and adjustments to meet the City’s specific objectives for the project. The preliminary work plan consists of five tasks and two optional tasks, which are described on the following pages.

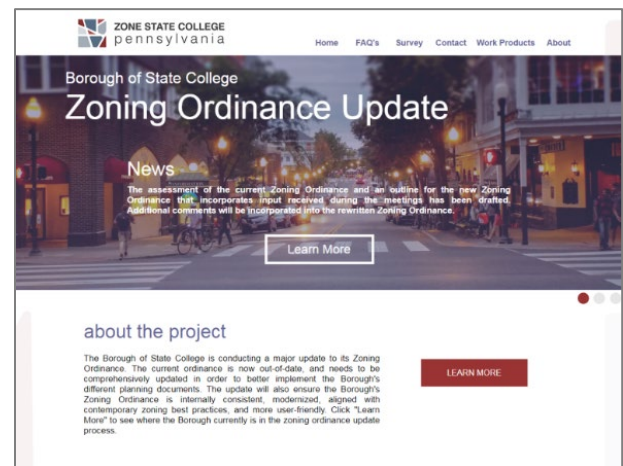
TASK 1: PROJECT INITIATION

1.1 REVIEW OF BACKGROUND DOCUMENTS

At the outset of the project, Clarion team members will request from staff and review in greater detail the relevant background materials, including but not limited to the City's current Land Development Code (LDC), the Land Development Code Audit (LDC Audit), documents that provide policy direction such as the comprehensive plan, the zoning map, administrative rules and interpretations of the current regulations, examples of approved development approvals and permits, and other documents identified by City staff as relevant to the project.

1.2 PROJECT WEBSITE

Also prior to the project orientation meetings, the Clarion team, in collaboration with City staff, will set up a project website. Clarion is able to develop and host the website in-house, or if the City prefers, use another arrangement. The website is an important resource for communicating information about the project and its schedule. New work products prepared during the update will be placed on the website when they are available for public review. The website will also serve as a tool for the public to submit comments on the process and on work products as they are completed, to sign up to receive project updates by email, and to participate in online project surveys, as appropriate. An example project website that Clarion created is shown below.



1.3 INITIAL MEETINGS, INTERVIEWS, AND RECONNAISSANCE

After review of the background documents and setting up the project website, the Clarion team will conduct an initial two and one-half day project kick-off trip to Ocoee. Before the trip, Clarion will prepare a survey to be circulated among staff and stakeholders about what they believe are important goals for the project, and the strengths and weaknesses they see in the existing code. It is assumed City staff will circulate the survey, as appropriate.

The kick-off trip will include the following, discussed in further detail below:

- Initial project orientation meeting with staff;
- Discussions with staff, key stakeholders, and elected and appointed representatives;
- Meeting with an advisory committee (if applicable); and
- Conduct an initial public forum.

At the start of the trip, the team will hold a project orientation meeting with staff to discuss overall project goals and discuss staff concerns with the existing code. Staff will then lead the team on a reconnaissance of Ocoee to gain the team an understanding of how key development issues are playing out in practice, looking at, for example, at underutilized properties, and examples of desirable and less desirable recent projects.

The team also will conduct discussions, on a one-on-one or small group basis, with staff, key stakeholders (community members that represent different perspectives), members of the City Council and Planning and Zoning Commission (if appropriate), and neighborhood and business representatives (if appropriate). The purpose of the discussions is to identify issues they consider most important and changes they believe need to be made to the code to make it more user-friendly and to implement plan policies and other important community goals.

In our work updating development codes, we have found advisory committees very helpful in identifying issues of concern to users and providing feedback and advice about the direction of the project, particularly because of the breadth of the process of updating codes and the highly-technical nature of land use regulations. If the City decides to form an advisory committee, the Clarion team will meet with the committee during the kick-off trip to provide an introduction to the project work plan and schedule, and facilitate a discussion with committee members to explore ideas to generate meaningful stakeholder involvement, to learn about any concerns committee members have with respect to the existing code, and to gain their input on what they believe are the important goals for the project.

1.4 PUBLIC ENGAGEMENT

The Clarion team prides itself on a strong public engagement track record. We are excellent communicators, meeting facilitators, and educators who have experience building public support for code changes—even on controversial issues. Task 6 of the RFQ states that the City expects two community/stakeholder outreach meetings for the LDC update. However, we would like to provide some additional considerations that reflect our experience working with communities to implement policy changes as part of code update projects.

Regardless of the specific public input tools implemented in this project, the importance of effective public input and education cannot be overstated. With strong citizen and stakeholder involvement, adoption of significant revisions need not be a battle. Without such involvement, however, adoption can sometimes be challenging. For this reason, public engagement and education is woven throughout our proposed work plan. Furthermore, we anticipate future discussion with City staff on this important issue, and are open to refinement of our public engagement strategy.

We note that public engagement in a code update process is different from such efforts in comprehensive planning projects. Unlike plan updates, code updates involve detailed, technical discussions. It takes skill and timing to present such complex materials in an engaging and understandable way, and to avoid “technical topic burnout.” We have extensive experience preparing for and moderating these discussions using a wide range of interactive formats and media. The careful attention the Clarion team gives to focused public engagement will enable us to build momentum and create support throughout the project.

The public engagement and education strategies in this proposed workplan take advantage of the various forums and tools available to the City that we have found helpful in other code projects. For purposes of the proposed budget, we assume the public engagement plan will focus on the use of a website, regular workshop meetings with an Advisory Committee (if the City so chooses), regular reports to elected and appointed officials, and public meetings at important milestones during the process.

Other potential public engagement and education tools that we could use, and will be happy to discuss, include but are not be limited to:

- Social media tools (e.g., Twitter, Instagram, Facebook) to supplement the website;
- Brochures and pamphlets; and

- The use of cable TV and radio.

We emphasize that we are open to exploring new forms of public engagement with staff to reach as broad a cross-section of the community as possible, given constraints on time and budget.

Summary of Task 1: Project Initiation and Orientation

Deliverables

Clarion Team Responsibilities

- Review plan documents, relevant studies and reports, current development regulations, other relevant documents, and records
- Design and set-up website
- Draft survey(s) for staff, other interviewees, and public
- Conduct interviews with staff
- Conduct interviews with stakeholders
- Conduct kickoff meeting with the Planning & Zoning Committee, the City Council, and advisory committee, if applicable
- Conduct reconnaissance of City with staff
- Conduct one kick-off public forums

City Staff Responsibilities

- Send copies of plans, studies, reports, and current development regulations and other relevant documents to the Clarion team (including editable digital version of the current development regulations)
- Review and comment on project website design
- Circulate survey(s) to staff, Planning & Zoning Committee members, elected officials, stakeholders, and public, as appropriate
- Organize and accompany Clarion team on reconnaissance of City
- Organize interviews with stakeholders
- Organize kick-off meetings and the public forums

Trips: One, two and one-half day trip to conduct interviews, kick-off meetings, reconnaissance, public forum

Schedule

Completed: Two months after Project Initiation

TASK 2: CODE ASSESSMENT

As discussed in further detail below, this task involves a detailed assessment of the City's existing code, including an evaluation of how the existing code meets the City's development goals and other City policies, recommendations for changes in the Land Development Code that would best meet the City's goals for this project, and an annotated outline which sets forth the structure of the revised code if the Clarion team's recommendations are adopted.

The City has completed an Land Development Code Audit (LDC Audit) which recommends changes to the existing LDC, and the RFQ states that the LDC update will be based on its findings and recommendations. However, as the content of the LDC Audit has not been released, it is unclear whether it provides specific actionable recommendations that can be implemented in the update to the LDC, or whether the Clarion team will need to do additional evaluation and analysis before initiating the drafting of the code. Therefore, the scope of this task is preliminary and represents approximately the maximum effort that the Clarion team would undertake for the development of the Code Assessment. Following discussion with City staff and review of the LDC Audit, the scope of this Task 2 may be revised.

2.1 CODE ASSESSMENT - STAFF REVIEW DRAFT

Based on information gathered in Task 1, the Clarion team will prepare a Code Assessment in Task 2. The Assessment will include two main sections: 1) an evaluation of the current code, including a review of the LDC Audit provided by the City, and 2) an annotated outline for the new code.

The evaluation section provides an opportunity for Clarion to identify key goals for the updated code, and to explore innovative approaches to achieve the key goals. The evaluation will build on the findings from the LDC Audit and incorporate the following additional input, if not provided in the LDC Audit, in conjunction with the Clarion team's own independent evaluation:

- Policy direction in the comprehensive plan;
- Other policy documents and direction that need to be addressed in the code update;
- Input from City staff about what in the current regulations is working, what is not working, and what needs to be included; and
- Any changes to state or federal laws that need to be addressed in the updated code.

The evaluation section will include discussion under each key goal that will:

- Explain why the identified goal is important (e.g., it might be based on policy direction from the comprehensive plan or another plan);
- Summarize how the current regulations address the key goal and identify implementation gaps; and
- Recommend how the updated code can address the goal, based on the team's professional experience and national best practices.

If there are different options available for addressing key goals, they will also be discussed, with an emphasis on the most appropriate regulatory framework for addressing the combination of key goals. Regulatory approaches that might be explored in this context include (among others):

- Community form standards that would ensure a minimum level of connectivity (internal and external) and walkability;
- Restructured or simplified zoning districts, or both;

- Green building requirements or incentives appropriate to a sustainable suburban/urban transitioning environment;
- Neighborhood compatibility standards to ensure that development on the periphery of established neighborhoods is compatible with their residential character; and
- Contextual development standards that distinguish between different areas in the City (e.g., the Downtown Overlay Area, the activity centers, and other overlay areas, along with other areas of the City).

The evaluation will include a review of the development standards that apply generally throughout the City versus the development standards that apply within specific zoning districts, to identify any conflicts or inconsistencies, and provide recommendations for a revised set of development standards that best accommodate development City-wide, and within particular base or overlay districts, as specified in the Task 2 of the RFQ.

The annotated outline section follows the evaluation section in the Assessment. It provides the community, if desired, an opportunity to review the overall structure and revisions proposed for the updated code before the actual drafting begins. It will consist of an article-by-article outline of the updated code, drafted to address the key goals identified in the evaluation as recommended. Within the outline, an explanation of the purpose and nature of each article and major section will be provided in layperson's language.

The first draft of the Assessment will be for internal staff review only. That review allows staff to provide the Clarion team with substantive feedback and identify any factual errors or major issues that should be adjusted in the document prior to public review.

2.2 CODE ASSESSMENT - PUBLIC REVIEW DRAFT AND MEETINGS

After receiving one set of written consolidated comments from staff, the Clarion team and staff will reach consensus about revisions, and Clarion will make the agreed-upon changes. The Code Assessment will then be made available to the public. PlanActive Studio will meet with the Advisory Committee (if established), conduct work sessions with the City Council and Planning and Zoning Commission (if appropriate), and hold a public forum on the Code Assessment. Team members from Clarion can attend virtually. At these meetings, the Clarion team will provide an overview of the Assessment, answer questions, and look for input and ultimately direction on the Assessment, including any changes that need to be made. In our experience, obtaining early consensus on issues contained in the Assessment is a crucial step toward ensuring that the remainder of the process proceeds smoothly.

Summary of Task 2: Prepare Code Assessment	
Deliverables	
Clarion Team Responsibilities	City Staff Responsibilities
• Prepare staff review draft of Code Assessment • Prepare public review draft of Code Assessment (if desired) • Conduct meetings on Code Assessment, as outlined in Task 2 • Receive direction	• Review and provide consolidated written comments on staff draft of Code Assessment; teleconference with Clarion team to mutually agree on revisions • Distribute Code Assessment to public • Organize public meetings as outlined in Task 2B
Trips: None	
Schedule	
Completed: Five months after completion of Task 1	

TASK 3: DRAFT LAND DEVELOPMENT CODE (LDC)

3.1 DRAFT LDC - STAFF REVIEW DRAFT

Based on the Code Assessment and the public input and direction in Task 2, the Clarion team will begin drafting the updated code based on the agreed-upon structure. The draft will follow the structure and elements proposed in the Assessment's annotated outline (as modified based on City direction in Task 2). The updated code will be clear, concise, and drafted with the goal of efficient administration. It will emphasize the use of graphics, tables, and charts to explain zoning, subdivision, and land use concepts. It will include footnotes where necessary to explain changes from current practice and the rationale behind new provisions.

Because the updated code will likely include a sizeable amount of new information, it will be difficult for any review body or the public to digest in a single review or meeting. We propose drafting the code in two installments, or modules. Each module will consist of related provisions, mutually agreed to with staff. For example, we might propose dividing the work as follows: 1) procedures, administration, districts, and uses; and 2) design, performance, and sign standards. (The exact composition and schedule will be determined in consultation with staff following the completion of the Code Assessment.)

For each module, a staff review draft will be created and circulated for review by staff to check for accuracy (e.g., to ensure any procedures to be carried forward are described correctly) and to ensure feasibility of recommended changes. Staff will provide a written set of consolidated comments on each module. While staff is reviewing the first module, the Clarion team will begin drafting the second module. This schedule is designed to ensure that drafting and staff review proceeds in an efficient manner that maintains momentum.

3.2 DRAFT LDC - PUBLIC REVIEW DRAFT AND MEETINGS

After receiving one set of written consolidated comments from staff on each module, the Clarion team and staff will reach consensus about revisions, and Clarion will make the agreed-upon changes to create a public review draft of each module. After release of the public review draft of each module, the Clarion team will conduct meetings on the installment with the Advisory Committee (if established), the City Council and Planning and Zoning Commission (if appropriate), and any stakeholder groups. PlanActive Studio will attend in person, and team members from Clarion can attend virtually. The Clarion team will also conduct two public forums on the draft after the second installment is completed. The purpose of these meetings and forum is to overview the drafts and receive input and direction.

Summary of Task 3: Draft Rewritten Zoning Ordinance

Deliverables

Clarion Team Responsibilities	City Staff Responsibilities
• Prepare City staff draft of zoning ordinance in two modules • Reach mutual agreement with City staff on revisions to the staff draft, and make revisions in Public Review Draft, in two modules • Prepare Public Review Draft of zoning ordinance, in two modules • Conduct two, three and one-half days of meetings on the first two modules, as outlined in Task 3 • Conduct one, two and one-half days of public meetings on the third module, as outlined in Task 3	• Review and provide written consolidated comments on each module • Reach mutual agreement with Clarion team about revisions to staff draft of each module • Distribute Public Review Draft of each module • Organize public meetings on each module

Trips: One, two-and-one-half day trip to conduct meetings and public forums on the second module

Schedule

Completed: Twelve months after completion of Task 2

TASK 4: PUBLIC HEARING DRAFT LDC

4.1 PUBLIC HEARING DRAFT

Based on input and direction from the City on changes that need to be made to the public review drafts in Task 3, and the testing in Task 4, the Clarion team will make revisions and deliver a public hearing draft of the updated LDC. It will be produced in Microsoft Word format and include a table of contents and the search and linking capabilities associated with the software platform. Depending on the City's goals and available resources for making the LDC available on the internet, the online version of the LDC may take any of several formats. The Clarion team is happy to discuss a range of options, from advanced PDFs to highly interactive searchable websites (which we have created for some clients). We are very flexible in this regard and want the City to find its best option for making the LDC available online.

4.2 PUBLIC HEARINGS AND WORK SESSIONS, AND REVISIONS

Once the public hearing draft of the LDC is made available, the Clarion team will attend an agreed upon number of work sessions or public hearings with the City Council and Planning and Zoning Commission to present the public hearing draft of the LDC and answer questions. The Clarion team will also be available to make any revisions to the public hearing draft of the LDC as it goes through the public hearing process, on a time and materials basis.

Summary of Task 4: Public Hearing Draft LDC

Clarion Team Responsibilities/Deliverables	County Staff Responsibilities
• Prepare Public Hearing Draft of ordinance	• Distribute Public Hearing Draft of ordinance

Trip: None

Schedule

Completed: Public Hearing Draft delivered two months after completion of Task 3

TASK 5: TEST LDC (OPTIONAL)

In optional Task 5, based on input from Task 3.2 and City staff and before Task 4, the Clarion team is available to conduct a focused test of the updated LDC through a side-by-side comparison of four examples (case studies) of recently approved development with comparable hypothetical development in accordance with the draft LDC. The test case studies should represent different types of development in different contexts (e.g. single-family homes, multifamily developments, stand-alone retail or commercial development, industrial or institutional development, mixed-use development). No more than one test case will be a mixed-use development, and no site will be larger than four acres in area.

The objective of the comparison is to demonstrate how well the updated LDC would produce desired forms of development, or outcomes, or otherwise affect development in terms of land uses, building form, and overall development quality. The strong preference is for selected test case sites to have development on the site that has been approved under the City's current regulations, so comparisons can be made between the current and rewritten code. Once the testing is completed, the Clarion team will prepare a summary presentation for each test case study for display on the web site, and for use in future public presentations.

The Clarion team will then conduct meetings during one, one and one-half day trip to the City to present results and receive input.

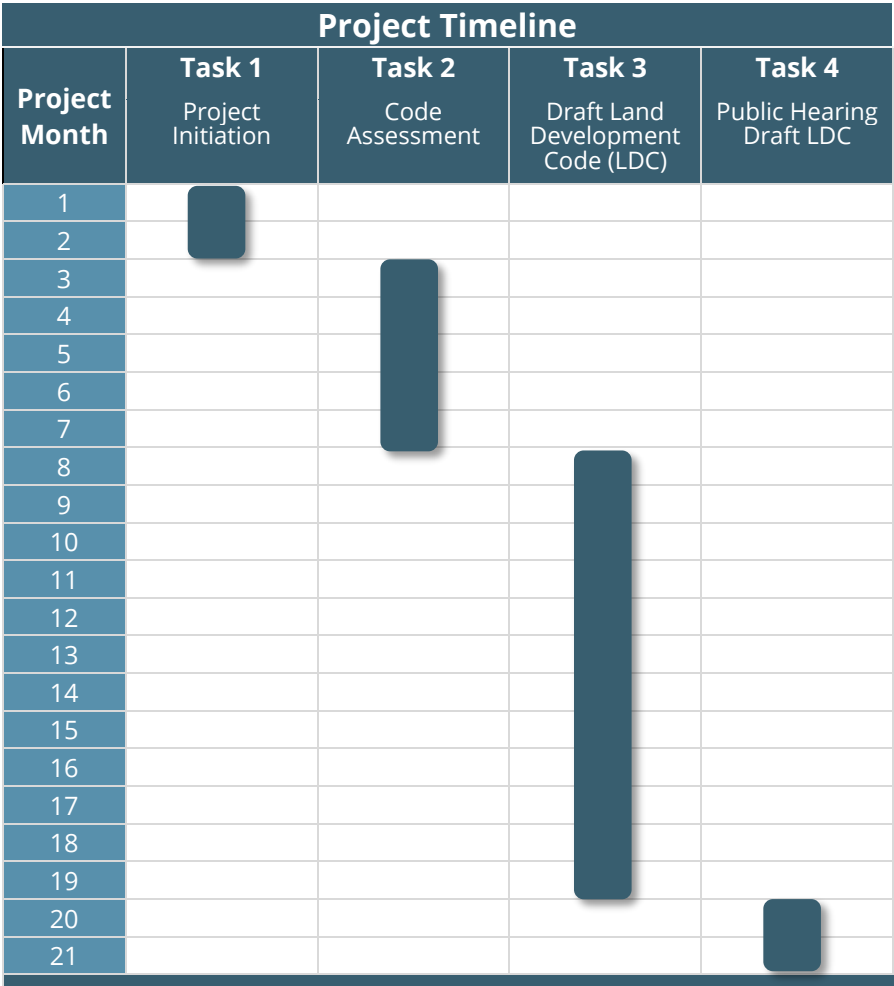
TASK 6: PROCEDURES MANUAL (OPTIONAL)

In optional Task 6, and after adoption of the updated LDC, the Clarion team is available to prepare a manual to serve as a "users' guide" supplement to the LDC that will explain code provisions and how the LDC works in practice. Since the manual is not part of the adopted LDC, it may be updated without public hearings and re-codification. The manual will include details about application review procedures and schedules, application submittal requirements, and additional contact information for those with more detailed questions. It will also include new application forms that are consistent with LDC requirements and national best practices in terms of submittal information. The application forms will be produced in a digital format, suitable for placement on the City's website.

The manual will be structured to appear as a companion document to the LDC in terms of page layout, colors, and fonts, and will include illustrations and diagrams (as appropriate). Clarion will initially prepare an outline of the manual for review by City staff. City staff will review the outline and provide one set of written comments. Clarion and City staff will reach an agreement on needed changes and Clarion will then prepare a staff draft of the manual. City staff will review the staff draft of the manual and provide one set of consolidated, consensus comments. Following review of staff comments, the Clarion team will conduct a conference call with staff to discuss the comments, make agreed-upon changes to the manual, and deliver both a hard copy and web-ready digital copy to the City.

PROPOSED SCHEDULE

Based on our previous experience, we outline a project timeline that results in a public hearing draft of the updated development code in 23 months. We outline the proposed project timeline in the graphic below. We do note that the actual adoption depends on political factors and the amount and effectiveness of the community involvement that occurs during the code assessment and code drafting tasks, and the community involvement that will be needed once the code is at the public hearing stage.



TAB 2. EXPERIENCE AND REFERENCES

INTRODUCTION

This is an exciting and challenging time to be a resident of Ocoee. Development trends and dynamics are changing. The City is a lively place, with frequent events; the Ocoee Music Festival brings national talent to the City and attracts tens of thousands of visitors each year. The Fifty West business corridor provides opportunities for state-of-the-art business and shopping, while the growing Orlando Health Central Hospital positions the City to be a leader in health care. Continuing to provide high-quality places to shop, eat, and live is essential to the continued success of Ocoee. Population growth has steadily increased since 2000, to approximately 48,000 residents—and the City is approaching buildout. Residents' preferences for where and how they want to live and work are changing.

Interest in downtown development has been strengthened by the City's investment in a new City Hall building, while streetscape improvements along a variety of key corridors such as Blufford Avenue have created opportunities for new development and redevelopment within the City. To support these and other planning initiatives, like the ongoing update of the comprehensive plan, the City is interested in updating its development regulations to implement the following key priorities:

- Maintaining the existing suburban pattern of high-quality residential, office, and shopping areas as a cornerstone of the City, while supporting emerging new development/redevelopment patterns that will allow greater intensities and densities in a walkable, mixed-use form.
- The trend of building up (vertical) instead of out (horizontal), which is necessary to stay competitive, remain fiscally stable, and define an identity as Ocoee evolves.
- The need to protect the City's wonderful single-family neighborhoods, understanding that with little vacant land remaining and preferences for household living changing, opportunities for new and different types of residential living need to be supported.
- The changing development context in the City—which is no longer “greenfield,” but infill and redevelopment. This is a shift that development regulations need to recognize.

Drafts of the future land use element of the comprehensive plan include guidance on density and development standards that will help shape revisions to the City's development regulations. The draft plan is also responsive to the different needs of the core downtown areas and suburban neighborhoods, and the trends and goals identified in the Introduction to the draft plan. It is expected that the updated plan will be adopted in the next few months.

In 2023, the City issued an RFQ requesting consultant assistance for the purpose of updating its Land Development Code. One key goal for the project is to attempt to shift development away from automobile-oriented suburban development patterns towards more urban-style development which is pedestrian-oriented, supports a mix of uses, and is more sustainable. The RFQ notes that while there have been “a patchwork of amendments intended to help the City develop walkable urban activity centers,” the effectiveness of those amendments have been hampered by the suburban-style development standards included in the rest of the LDC. Specifically, the goals for the project identified in the RFQ are:

- Implement various City plans that call for more sustainable and urban development that is more sustainable and more urban, and include development standards that improve mobility, economic vitality, and overall quality of life for City residents.
- Create tailored standards that apply to the various overlay areas that allow for appropriate character, intensity, and scale of development and mix of use based on the desired context.
- Incorporate the recommendations of the LDC Audit, including streamlining the LDC's procedures, refining the current lineup of zoning districts and use regulations, and updating and modernizing the development standards.
- Include site design and architectural standards that provide high-quality urban development that restricts design elements such as monotonous street fronts, building elevations, and rooflines, and site designs that prioritize mobility by automobile.
- Update the sign regulations to conform with recent U.S. Supreme Court cases and improve the quality of signage in conjunction with the updated zoning regulations and site design standards.
- Create a user-friendly code that can be easily understood and implemented.

WHY CLARION

The Clarion team is excited about the possibility of working with the City on this important project for several reasons.

First, the City is facing a paradigm shift in development dynamics, trends, and objectives as it transitions to more urban development patterns. This requires significant structural and substantive changes to its current land use regulatory framework. This is the type of challenge we have assisted other communities address—and the type of project we live for.

Second, the project requires a consultant who can work closely with the staff, citizens, stakeholders, and appointed and elected officials. This collaboration will be essential not only in evaluating and deciding on the most appropriate regulatory tools and best practices for implementing the community's objectives and updated plan, but also in modernizing and making the development code more efficient and easier to use. These are also issues that we have helped local governments across the nation successfully navigate many times.

Third, the project provides an opportunity to apply our extensive experience in updating land development and zoning regulations to make them more user-friendly and predictable through reorganization, streamlining, and use of illustrations and graphics.

Fourth, the project provides an opportunity to prepare development regulations that support redevelopment that is consistent with the City's policy direction, an issue we have assisted several communities with.

Fifth, the project provides an opportunity to explore the integration of various regulatory concepts in targeted areas in the community (such as form-based and context-sensitive regulations), in an effort to tailor the most appropriate and workable development regulations to meet the City's needs and provide opportunities for mixed-use, high-quality redevelopment—something we also have had a significant amount of experience doing.

Finally, the project places an emphasis on sustainable development practices, something we have substantial experience in addressing in development codes. For example, in both Maitland and Apoka, Florida, we incorporated sustainable development requirements and incentives into their updated Land

Development Codes. These incentives and requirements incorporate “point-based” systems which allow developers flexibility to choose sustainable site features that best accommodate their development and allow the municipalities the flexibility to revise the standards over time to accommodate changes in technology and local preferences. Other examples of sustainable development practices include:

- Recently in Norfolk, VA, the east coast community facing the most significant sea level rise issues in the country, we developed an innovative “resiliency quotient” (along with other tools) that is applied to all development and much redevelopment to dramatically improve the resilience of development to climate change impacts and shocks.
- Salt Lake City, UT, where we updated the development code to comprehensively incorporate sustainable development practices;
- Our work on the model Sustainable Community Development Code with the Rocky Mountain Land Use Institute (RMLUI) at the University of Denver School of Law;
- Our work with the national APA Zoning Clinic, conducting workshops on sustainable development code regulations; and
- Our work with the Environmental Protection Agency (EPA), conducting sustainable code workshops for communities and assisting in the preparation of handbooks on sustainable development practice issues.

We are excited about the possibility of assisting the City in this effort because the project draws on our depth of national experience supporting the planning and development goals of communities that adapt to changing development dynamics and improve quality of life for residents, businesses, and visitors. Clarion Associates is committed to accomplishing this while also drafting codes that are clear, precise, and predictable.

CURRENT OR RECENTLY COMPLETED SIMILAR SERVICES

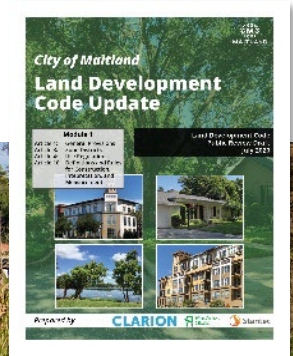
The professionals who would assist the City in the project have extensive experience managing and drafting comprehensive development code updates, preparing form-based districts and other types of context sensitive regulations, and addressing sustainable development issues and regulations in a rising water environment. This section includes summaries of relevant comprehensive code update projects and a list of other relevant projects that highlight the range of the Clarion team's experience.

As requested in the RFP, Clarion has provided the original contract price for projects that are ongoing or have been completed within the past three years. Information has been provided for projects managed by Mr. Richardson. Additional contract and final cost information is available upon request.

CLARION ASSOCIATES

MAITLAND, FL

Land Development Code



REFERENCE: DAN MATTHYS, PLANNING DIRECTOR | 407.539.6211 | DMATTHYS@ITSMYMAITLAND.COM

BUDGET: \$220,609. BILLED: \$220,609.

[HTTPS://WWW.ITSMYMAITLAND.COM/431/PLANNING-AND-ZONING](https://www.itsmyMAITLAND.com/431/PLANNING-AND-ZONING)

In 2019, the City of Maitland, Florida retained Clarion Associates, in association with PlanActive Studio, to update its Land Development Code, which was first enacted in 1971. A largely built-out inner-ring suburb of Orlando, Maitland adopted a new comprehensive plan in 2019 whose key goals include encouraging the redevelopment of its downtown into a true city center with walkable, mixed-use development, incentivizing redevelopment of its aging office parks into a mix of office, commercial, and residential uses, and improving connectivity to and protecting the

character of its residential neighborhoods. Clarion completed the public hearing draft of the Land Development Code in November 2021. The code was formally adopted in February 2022. Innovations include a new downtown district that supports higher intensity/density, mixed-use, walkable urbanism, and strong neighborhood protection standards. The code was awarded Outstanding Study/Plan by the Florida Planning and Zoning Association at its annual luncheon in 2022.

APOPKA, FL

Land Development Code

Photo by Kelly Verdeck



REFERENCE: JIM HITT, COMMUNITY DEVELOPMENT DIRECTOR | 407.703.1712 | JHITT@APOPKA.NET

BUDGET: \$237,710. BILLED: \$230,055.

[HTTPS://MCCLIBRARY.BLOB.CORE.USGOV.CLOUDAPI.NET/CODECONTENT/10117/268263/PART%20III%20-%20LAND%20DEVELOPMENT%20CODE.PDF](https://mcclibrary.blob.core.usgovcloudapi.net/codecontent/10117/268263/part%20iii%20-%20land%20development%20code.pdf)

The City of Apopka retained Clarion Associates, in association with PlanActive Studio, to prepare a comprehensive update to the city's existing Land Development Code. The goals of the update included: (1) making the code more user-friendly and procedurally efficient; (2) implementing the goals and policy direction in the recently updated comprehensive plan and several special area plans; (3) retooling the regulations to support more intense, mixed-use, pedestrian-oriented

development in the downtown; (4) preparing new regulations to support intense walkable urbanism at several new interchanges; (5) encouraging the redevelopment of older, suburban-oriented commercial corridors into more mixed-use, pedestrian-oriented places; (6) ensuring the character of existing residential neighborhoods was protected; and (7) raising the bar for development quality in the community generally. The code was adopted in summer 2019.

VILLAGE OF ESTERO, FL

Land Development Code



REFERENCE: MARY GIBBS, COMMUNITY DEVELOPMENT DIRECTOR | 239.221.5036 | GIBBS@ESTERO-FL.GOV
BUDGET: \$322,865. BILLED: \$322,849.

A municipality incorporated in 2014, the Village of Estero retained Clarion Associates and Johnson Engineering to draft the village's first Land Development Code. While an unincorporated community within Lee County, Florida, Estero became known for its high quality of design and beautiful natural parks and access to recreational opportunities. The primary goal of the new code

was to provide a clear and comprehensible set of development standards that support the Village's goal of high-quality development and preservation of the natural environment. The Clarion team worked closely with Village staff and elected officials to prepare the new Land Development Code which was adopted by the Village Council in January 2021.

COBB COUNTY, GA

Unified Development Code



REFERENCE: JESSICA GUINN, COMMUNITY DEVELOPMENT DIRECTOR | 770.528.2125 | JESSICA.GUINN@COBBCOUNTY.ORG

BUDGET: \$449,763. PROJECT IN PROGRESS.

Cobb County is a quickly urbanizing county located northwest of Atlanta, GA. According to the U.S. Census Bureau, approximately 80,000 persons moved into the county between 2010 and 2020, drawn by its high quality of life and convenient access to jobs, services, and entertainment. Today the county's population is approximately 766,100.

In August 2022, Clarion Associates was selected by Cobb County to lead a team of consultants to complete a thorough modernization of its Unified Development Code. The County's Code and Development Standards have been amended several times over the years to address immediate concerns; however, after several decades the County decided to take a more comprehensive look at the regulations. There is a

broad range of uses and technologies today that were not contemplated previously, and a main initiative of this project is to merge the County Zoning Ordinance, Design Guidelines and Development Standards into a single UDC, including updating zoning districts and land uses and eliminating those that are obsolete, removing outdated code sections, resolving conflicting code sections, updating existing standards and adding new standards as needed, in accordance with current best practices in planning and zoning as well as with the County's adopted plan documents. This process includes a robust public participation effort to garner feedback from the full spectrum of County stakeholders.

The project is slated to be completed in the of Fall 2024.

NORFOLK, VA

Zoning Ordinance Rewrite



REFERENCE: JEREMY SHARP, ZONING ADMINISTRATOR | 757.439.4833 | JEREMY.SHARP@NORFOLK.GOV

BUDGET: \$570,000. BILLED: \$568,588.

[HTTPS://WWW.NORFOLK.GOV/DOCUMENTCENTER/VIEW/35581/ADOPTED-ZONING-ORDINANCE](https://www.norfolk.gov/documentcenter/view/35581/ADOPTED-ZONING-ORDINANCE)

In 2014, the City of Norfolk retained Clarion Associates, along with the Renaissance Planning Group and Herd Planning and Design, to undertake a rewrite of the its 25-year-old zoning ordinance. Norfolk has had the highest rate of measured sea level rise of any east coast city over the last 100 years, with estimates that sea level rise will continue to increase consistent with historic levels. For this and other reasons, the city was one of the initial communities included in the Rockefeller Foundation's 100 Resilient Cities Initiatives. One of the primary goals of *plaNorfolk2030*, the city's adopted plan, as well as the zoning ordinance rewrite, was to retool the zoning ordinance to support Norfolk as a more resilient city, both environmentally and economically. The Norfolk City Council adopted

the updated Zoning Ordinance in January, 2018, and it is now effective. Many consider it to be the most resilience-focused zoning approach in the nation. The ordinance received an Award of Excellence in Sustainability from national APA in 2019. Innovations include a zoning ordinance that is framed around sustainable and resilient development practices (in part through the establishment of a "Resiliency Quotient"), and zoning districts and development standards that are context based, recognizing four different character areas in the city.



COLUMBIA, SC

Unified Development Ordinance

Photo by Akhenaton06



REFERENCE: KRISTA HAMPTON, PLANNING DIRECTOR | 803.545.3425 | KMHAMPTON@COLUMBIASC.NET

BUDGET: \$400,000. PROJECT COMPLETED WITHIN BUDGET.

[HTTPS://PLANNINGANDDEVELOPMENT.COLUMBIASC.GOV/ZONING/](https://planninganddevelopment.columbiasc.gov/zoning/)

The City of Columbia retained Clarion Associates, along with McBride Dale Clarion and Planning NEXT, to conduct a comprehensive rewrite of the city's land development code. The project sought to establish a more user-friendly and efficient set of modern development controls to further the city's long-term planning goals and vision for future growth and development, as established in the city's *Plan Columbia* Land Use Plan. Clarion

completed the public review draft of the code in late 2017. The code was adopted in August 2019 and became effective in August 2021. Clarion is currently assisting the city with implementation issues. Innovations include establishment of several new character-based corridor and activity center districts, graphically based zoning districts, and strong neighborhood protection regulations.

HENRICO COUNTY, VA

Zoning Ordinance & Subdivision Regulations



REFERENCE: JOE EMERSON, DIRECTOR OF PLANNING | 804.501.4605 | EME@CO.HENRICO.VA.US

SUBDIVISION ORDINANCE: [HTTPS://HENRICO.US/PDFS/PLANNING/CODE-UPDATE/FINAL-CH19.SUBDIV.PDF](https://henrico.us/pdfs/planning/code-update/final-ch19.subdiv.pdf)

ZONING ORDINANCE: [HTTPS://HENRICO.US/PDFS/PLANNING/CODE-UPDATE/FINAL-CH24.ZONING.PDF](https://henrico.us/pdfs/planning/code-update/final-ch24.zoning.pdf)

BUDGET: \$750,000. BILLED: \$731,946.

Henrico County, one of the oldest counties in the country, is a desirable place to live and work for more than 300,000 people in the Richmond metro area. The county retained Clarion Associates and Dover, Kohl & Partners to update its over 50-year-old zoning and subdivision ordinances in 2016. The code assessment prepared for the update identifies a series of changes to the current regulations necessary to implement the *Vision 2026 Comprehensive Plan*. The key changes include the need to provide flexibility for higher quality economic development; provide incentives for higher intensity/density mixed-use, walkable urbanism in appropriate locations; make the regulations more user-friendly and easier to

administer; enhance procedural efficiency and predictability; incorporate modern zoning tools like a use classification system and graphically-driven zoning districts; incorporate more measurable development standards; and promote more environmentally-friendly development. On June 22, 2021, the County Board of Supervisors adopted the new Zoning and Subdivision Ordinances. Innovations include graphically-driven zoning districts; modernized development standards; and five new form-based overlay districts in targeted areas of the county that support higher intensity/density opportunities for mixed-use, walkable urbanism.

COLORADO SPRINGS, CO

ReToolCOS – Zoning & Subdivision Code Rewrite



REFERENCE: MORGAN HESTER, PRINCIPAL PLANNER | 719.385.5177 | MORGAN.HESTER@COLORADOSPRINGS.GOV
[HTTPS://COLORADOSPRINGS.GOV/PROJECT/RETOOLCOS-ZONING-ORDINANCE-UPDATE](https://coloradosprings.gov/project/retoolcos-zoning-ordinance-update)

BUDGET: \$369,940. BILLED: \$354,085

With a population of 440,000 and an incorporated area of almost 200 square miles, Colorado Springs is Colorado's second most populous city and its largest geographically. Its local economy is heavily reliant on the military, but also includes important tourism, non-profit, retiree, service professional and high tech sectors. In 2018, Colorado Springs completed its long-awaited PlanCOS comprehensive plan. In 2019, Clarion Associates was selected to draft a new Unified Development Code (UDC) to rewrite its existing zoning ordinance and subdivision regulations to better meet the City's goals established in PlanCOS.

One key goal for this ambitious project, dubbed "RetoolCOS," was to embed the six overarching themes from Plan COS—Vibrant Neighborhoods, Unique Places, Thriving Economy, Strong Connections, Renowned Culture and Majestic

Landscapes—into the City's regulatory and incentive structure. In addition, the rewrite modernizes permitted and conditional uses, updates dimensional standards, enables a wider variety of housing development, incorporates new and more contextual infill redevelopment standards, supports the broad diversity of built neighborhoods in the city, and allows flexibility for creative and market-supported development in the almost one-third of Colorado Springs' land that remains currently undeveloped.

Despite launching shortly before the pandemic, the new Unified Development Code was adopted in February 2023 and took effect in June 2023. In September 2023, at the APA Colorado annual meeting, the project will be awarded two APA Colorado Honor Awards in the categories of General Planning Project and Growing Water Smart.

DAYTONA BEACH, FL

Land Development Code



REFERENCE: RICH WALTON, PLANNING DIRECTOR | 386.671.8120 | WALTONNR@CODB.US

Daytona Beach retained Clarion Associates to prepare an update to the city's existing Land Development Code. The goals of the update process included (1) making the code more user-friendly and more procedurally efficient; (2) implementing the goals and policy direction in the city's adopted vision plan and comprehensive plan update; (3) modifying development regulations and practices in infill and built areas of the community to encourage

redevelopment/revitalization in ways that are compatible with the desired context; (4) encouraging redevelopment of older, suburban-oriented commercial corridors into more mixed use, pedestrian-oriented places; (5) ensuring the character of existing residential neighborhoods is protected, and (6) raising the bar for development quality in the community generally. The code was adopted in spring 2015.

KANNAPOLIS, NC

Unified Development Ordinance



REFERENCE: RICHARD SMITH, PLANNING DIRECTOR | 704.920.4235 | RSMITH@KANNAPOLIS.GOV

[HTTPS://WWW.KANNAPOLISNC.GOV/GOVERNMENT-DEPARTMENTS/PLANNING/UDO-REWRITE](https://www.kannapolisnc.gov/government-departments/planning/udo-rewrite)

BUDGET: \$199,305. PROJECT COMPLETED WITHIN BUDGET.

In 2018, after completing an update to its comprehensive plan, the City of Kannapolis retained Clarion Associates to undertake a rewrite of its 19-year-old Unified Development Ordinance. Located in Cabarrus County, in the Charlotte metropolitan area, Kannapolis is experiencing development pressure and is positioned for significant growth. The city, previously home to a large mill, has taken the lead in the redevelopment of its downtown and is making substantial capital investments. In 2018, the city adopted a comprehensive plan that set a new direction for future growth. A primary goal of the

update was to retool the UDO to implement the plan's policies, in particular supporting walkable, mixed-use development in the downtown and in identified activity centers, supporting infill and redevelopment in commercial corridors, and ensuring that residential neighborhoods are well-connected and have a variety of housing options. The Code Assessment was completed in March 2019, and Clarion completed a draft of the new UDO in mid-2021. In June 2022, the Kannapolis City Council unanimously adopted the Kannapolis Development Ordinance. It became effective July 1.

ROCK HILL, SC

Zoning Ordinance



REFERENCE: BILL MEYER, RETIRED, FORMER PLANNING DIRECTOR

Clarion, in association with the Walker Collaborative, drafted a new Land Development Ordinance for the City of Rock Hill, South Carolina, which was adopted in December 2005. The focus of the effort was to implement the city's General Plan, which promotes a more livable future by encouraging appropriate infill and re-development of the "old town" area of the community, and protecting and enhancing older neighborhoods while encouraging more compact,

dense, and sustainable growth in greenfield areas. Major issues that were addressed included making the code more usable and "user friendly," making the development review process more efficient and effective, modernizing the zone district and planned development regulations; encouraging new infill development that is compatible with its context, and establishing minimum development and design standards.

ADDITIONAL CLARION PROJECT EXPERIENCE

CLIENT	TYPE OF PROJECT	TIMELINE
Charleston, SC	Zoning Ordinance Update <i>Budget: \$1,020,622</i>	2023-current
Montgomery, AL	Zoning and Subdivision Ordinance Update <i>Budget: \$245,710</i>	2022-current
Maury County, TN	Zoning and Subdivision Ordinance Update <i>Budget: \$237,875</i>	2021-current
Tuscaloosa, AL	Zoning and Subdivision Ordinance Update <i>Budget: \$282,000</i>	2018-current
Rowlett, TX	Development Code Update <i>Budget: \$149,935 (partial project budget)</i>	2022-current
State College, PA	Development Code Update <i>Budget: \$199,465</i>	2017-current
Syracuse, NY	Development Code Update	2016-current
Mooreville, NC	Development Code Update <i>Budget: \$198,415. Billed: \$184,467.</i>	2020-2022
Bloomington, IND	Development Code Update	2017-2020
Albuquerque, NM	Development Code Update	2015-2018
Aurora, CO	Zoning Code Update	2014-2019
Carbondale, CO	Zoning Code Update	2013-2016
Indianapolis, IN	Development Code Update	2013-2015
Denton, TX	Zoning Code Update	2013-2015
High Point, NC	Development Ordinance	2011-2015
Brunswick, ME	Zoning Ordinance Update	2013-2015
Teton County, WY	Land Development Regulations Update	2013-2015
Duluth, MN	Development Code Update	2012-2014
Boise, ID	Development Code Update	2012-2014
Fort Wayne, IN	Zoning Ordinance Update	2012-2014
North Las Vegas, NV	Development Code Update	2011-2014
Youngstown, OH	Redevelopment Code	2011-2013
Tucson, AZ	Zoning Ordinance (Reorganization, User-friendliness)	2011-2013
Folly Beach, SC	Development Code Update	2009-2011
Currituck County, NC	Unified Development Ordinance	2010-2012
Philadelphia, PA	Zoning Code Update	2010-2012
Pompano Beach, FL	Development Code Update	2009-2012
San Antonio, TX	Historic Design Guidelines and Standards	2011-2012
Sparks, NV	Downtown and TOD Corridor Regulations	2011-2012

CLIENT	TYPE OF PROJECT	TIMELINE
Henderson, NV	Comprehensive Zoning Ordinance Revisions	2010-2012
Fayetteville, NC	Unified Development Ordinance	2008-2012
Salt Lake City, UT	Sustainable Code Amendments	2010-2011
Greenville, SC	Development Code Update	2001-2004
Cary, NC	Unified Development Ordinance	1998-2001

PLANACTIVE STUDIO

TOWN OF EATONVILLE, FL

Planning and Zoning Services

REFERENCE: DEMETRIUS PRESSLEY, CHIEF ADMINISTRATIVE OFFICER
407.623.8909 | DPRESSLEY@TOWNOFEATONVILLE.ORG

The town of Eatonville, contracted with PlanActive Studio to provide overall planning services in 2022 and serve as the Planning Director, reviewing all development applications and updating the town's comprehensive policies and land development regulations. Tara led the review and staff findings for the last vacant land parcel in the Town that is 100 acres and created an analysis on the impacts that would potentially occur if the land was to develop a mixed use project, doubling the town's population. PlanActive Studio still provides services to the Town for any planning-related work.

CITY OF ALTAMONTE SPRINGS

East Town Activity Center

REFERENCE: JASON BURTON, DIRECTOR OF GROWTH MANAGEMENT | 407.571.8143 | JBURTON@ALTAMONTE.ORG

The city of Altamonte Springs developed a vision plan to provide a more urban activity center around the SunRail Station. PlanActive Studio has been a continuing services contractor for the City for over 4 years and is drafting a hybrid form-based code that focus on transit, walking, and urban-style development.

ST. PETE BEACH, FL

Pass-A-Grille Zoning Update

REFERENCE: JENNIFER MCMAHON, CHIEF OPERATING OFFICER
727.455.6633 | MPLETCHER@STPETEBEACH.ORG

The Pass-a-Grille Historic District is generally bounded by 32nd Avenue to the north, 1st Avenue to the south, Pass-a-Grille Way to the east, and Gulf Way to the west. PlanActive Studio led the development of a new form-based code for the entire Pass-a-Grille area. In addition to the land development code updates, the firm led a public outreach strategy with residents that had been opposing any changes for over twenty years. The consensus building included a codes on the road tour with the community and elected officials, testing the code to show the community how the new code would work, providing design scenarios to visualize the proposed changes, and testing of the proposed changes.

The final zoning update was integrated into the City's existing Land Development Code. The City Commission unanimously adopted the new form-based code in February 2017. Currently the overlay and additional zoning regulations are being revised and updated as a result of development that has opted to use the overlay. Tara is serving as a reviewer of all applications that use the overlay, and modifying an additional zoning district to ensure compatibility is achieved with the updates that are scheduled for adoption in 2024.

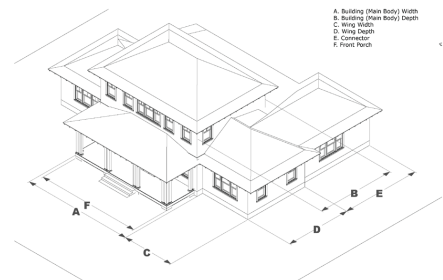


TOWN OF OAKLAND, FL

Design District

REFERENCE: KATHY STARK | MAYOR | 407.656.1117 |
KSTARK@OAKLANDFL.GOV

PlanActive Studio developed a new design district approach, town-wide, for the Town of Oakland, to implement standards that are consistent with the unique development patterns within the city while ensuring they will support growth. Tara Salmieri led the update effort. Recently, the town developed an economic strategy and vision for State Road 50 and key corridors in the Town. Since adoption in September 2018, Tara has provided planning review for all projects being developed in the Town, created staff reports, and presented to the Planning and Zoning Board and Town Commission.



CURRENT AND PROJECTED WORKLOAD

If selected, all team members will have adequate availability to work on this project. Mr. Richardson and Mr. Geren are leading comprehensive code updates in Charleston, SC; Cobb County, GA; State College, PA; Tuscaloosa, AL; and Maury County, TN, in collaboration with other Clarion colleagues and subconsultants. Both have the availability to devote to the project, as set forth in the proposed budget. Mr. Henning is working on a code project in Lexington County, SC, and several planning projects and will have availability as well. Ms. Sherman provides design and website support to multiple projects at the firm and has adequate availability to support this project. Ms. Salmieri is leading the City of Altamonte Springs Activity Center LDC, St. Pete Beach Pass-a-Grille Overlay updates and continuing support with the City of Ocoee's comprehensive plan updates and will have additional availability to support this project.

QUALIFICATIONS

The projects included in Current or Recently Completed Similar Services section of this response demonstrate the Clarion Team's ability to complete comprehensive updates of development codes for communities throughout Florida (including in Maitland and Apopka), the southeast, and the nation.

REFERENCES

The RFP asks for three references from similar relevant projects. We have included references for each Clarion project we described in the projects described in the Current or Recently Completed Similar Services section of this response. Below we identify five references from comprehensive development code projects. Each code has been adopted. We will be happy to provide additional references, upon request.

APOPKA, FL | LAND DEVELOPMENT CODE | 2017-2019

Jim Hitt, Community Development Director | 407.703.1712 | jhitt@Apopka.Net

MAITLAND, FL | LAND DEVELOPMENT CODE | 2019-2022

Dan Matthys Planning Director | 407.539.6211 | dmatthys@itsmymaitland.com

ESTERO, FL | LAND DEVELOPMENT CODE | 2018-2021

Mary Gibbs, FAICP, Community Development Director | 239.221.5036 | mgibbs@estero-fl.gov

COLUMBIA, SC | UNIFIED DEVELOPMENT ORDINANCE | 2015-2020

Krista Hampton, AICP, Columbia Planning Director | 803.545.3425 | kmhampton@columbiasc.net

PRINCE GEORGE'S COUNTY, MD | ZONING AND SUBDIVISION ORDINANCES | 2014-2021

Chad Williams Project Manager, M-NCPPC | 301.952.3171 | Chad.Williams@ppd.mncppc.org

TAB 3. HOURLY RATES AND REQUIRED FORMS

BUDGET

A proposed budget for Tasks 1, 3, and 4 is attached. As noted on page 13, the full scope of the Task 2: Code Assessment phase of the project is unknown. Therefore, the proposed budget does not include the cost for Task 2. The cost of the Code Assessment task in code update projects similar in scope to the City's RFQ 23-010 has been between about \$45,000 and \$60,000.

Ocoee, FL
RFP 23-010 for Professional Planning Services
Proposed Budget

Clarion

PI A

	Clarion Richardson	Clarion Green	Clarion Henning	Clarion Schmidt	Clarion Sherman	PlanActive Tara		
	CR	GG	DH	CS	AS	TS	Total Hours	TOTAL
Hourly rate -->	\$225	\$150	\$115	\$85	\$85	\$175		
Task 1: Project Initiation and Orientation								
Task 1.1: Initial Document Review	2	4	12	20		16	54	\$ 6,930
Task 1.2: Project Website	Project website costs included in budget separately							
Task 1.3: Initial Interviews, Reconnaissance, and Meetings	12	34	6	10		18	80	\$ 12,490
Hours Subtotal	14	38	18	30	0	34	134	
Labor Fee	\$3,150	\$5,700	\$2,070	\$2,550	\$0	\$5,950		\$19,420
Trip 2.5-day trip		1						
Travel Expenses Subtotal	\$0	\$1,170	\$0	\$0	\$0	\$0		\$1,170
Total Task 1	\$3,150	\$6,870	\$2,070	\$2,550	\$0	\$5,950		\$ 20,590
Task 2: Code Assessment								
Task 2.1: Code Assessment - Staff Review Draft								
Task 2.2: Code Assessment - Public Review Draft and Meetings								
Hours Subtotal								
Labor Fee								
Trip n/a								
Travel Expenses Subtotal								
Total Task 2								TBD
Task 3: Draft Land Development Code (LDC)								
Task 3.1:Draft LDC - Staff Review Draft	30	100	24	180	4	240	578	\$ 82,150
Task 3.2: Public Review Draft and Meetings	15	30		50		60	155	\$ 22,625
Hours Subtotal	45	130	24	230	4	300	733	
Labor Fee	\$10,125	\$19,500	\$2,760	\$19,550	\$340	\$52,500		\$104,775
Trip 2.5-day trip	0	1	0	0	0			
Travel Expenses Subtotal	\$0	\$1,170	\$0	\$0	\$0	\$0		
Total Task 3	\$10,125	\$20,670	\$2,760	\$19,550	\$340	\$52,500		\$ 105,945
Task 4: Public Hearing Draft LDC								
Task 4.1: Public Hearing Draft	12	32	6	30		80	160	\$ 24,740
Task 4.2: Public Hearing and Work Sessions, and Revisions							0	\$ -
Hours Subtotal	12	32	6	30	0	80	160	
Labor Fee	\$2,700	\$4,800	\$690	\$2,550	\$0	\$14,000		\$24,740
Trip n/a	0	0	0	0	0			
Travel Expenses Subtotal	\$0	\$0	\$0	\$0	\$0	\$0		
Total Task 4	\$2,700	\$4,800	\$690	\$2,550	\$0	\$14,000		\$ 24,740
	\$10,740							
Project Graphics	\$12,000							
Project Website	\$7,000							
Subtotals All Tasks								
Hours Subtotal	71	200	48	290	4	414	1,027	
Labor Fee	\$15,975	\$30,000	\$5,520	\$24,650	\$340	\$72,450		
Travel Expenses	\$0	\$2,340	\$0	\$0	\$0	\$0		
Total All Tasks	\$15,975	\$32,340	\$5,520	\$24,650	\$340	\$72,450		n/a
Percentage of team hours	11.6%	32.6%	7.8%	47.3%	0.7%	100.0%		
Percentage of project hours	6.9%	19.5%	4.7%	28.2%	0.4%	40.3%		\$170,275.00 not including Task 2

FORMS

Summary of Litigation and Acknowledgement of Addenda

Exhibit "A" RFQ Conflict of Interest Disclosure Form

Exhibit "B" Drug-Free Workplace Certification

Exhibit "C" Company Information/Signature Sheet

Exhibit "D" Contractor E-Verify Affidavit (with E-Verify Proof of Registration)

documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.

3. The content of the bid protest shall fully state the factual and legal grounds for the protest and the legal basis for the relief requested.
4. The bid protest **shall** be filed with the Purchasing Analyst with a copy to the Procurement Manager not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.
5. The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

I. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, then please say so.

None

(Attach additional sheets if necessary)

J. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>Sept. 7, 2023</u>
No. <u>2</u>	Dated <u>Sept. 13, 2023</u>
No. <u> </u>	Dated <u> </u>

END OF INSTRUCTIONS



EXHIBIT "A"
RFQ CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

Clarion Associates, LLC

Firm Name

Signature

Leigh Anne King, Director

Name and Title (Print or Type)

Date

EXHIBIT "B"
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Respondent, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent: Clarion Associates
Signed: 
By: Leigh Anne King
(Print or Type Name)
Title: Director
Date: Sept. 15, 2023

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFQ #23-010

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS, AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE.

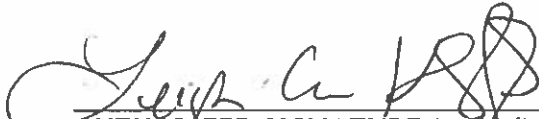
Clarion Associates, LLC
COMPANY NAME

919-967-9188
TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

laking@clarionassociates.com

E-MAIL ADDRESS


AUTHORIZED SIGNATURE (manual)

Leigh Anne King
NAME/TITLE (PLEASE PRINT)

101 Market St Ste D
STREET ADDRESS

Chapel Hill NC 27516
CITY STATE ZIP

FEDERAL ID # 84-1290530

IF REMITTANCE ADDRESS IS
DIFFERENT FROM PURCHASE ORDER
ADDRESS, PLEASE INDICATE BELOW:

1600 Stout St Ste 1700, Denver, CO 80202

Individual Corporation Partnership Other (Specify) Limited Liability Company

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this 15 day of September, 2022.

Personally Known or
Produced Identification NC

NC Drivers License
(Type of Identification)

Notary Public - State of North Carolina
County of Chatham


Signature of Notary Public

Nathan Fortlage
Printed, typed or stamped
Commissioned name of Notary Public

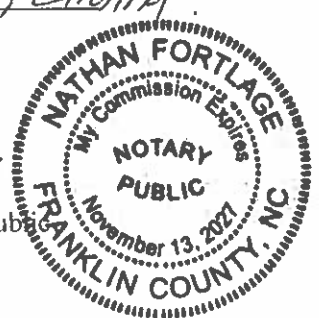


EXHIBIT "D"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Clarion Associates, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Clarion Associates' [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



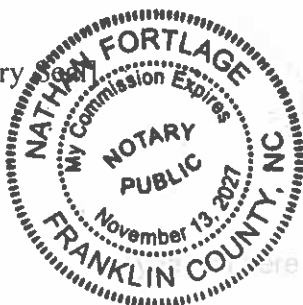
Print Name: Leigh Anne King

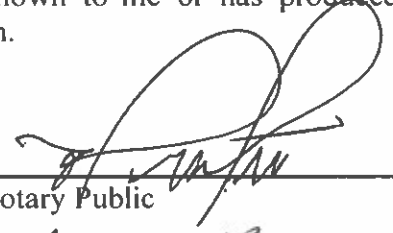
Date: September 15, 2023

North Carolina
STATE OF FLORIDA
COUNTY OF Chatham

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9/15/23, (date) by Leigh Anne King (name of officer or agent, title of officer or agent) of Clarion Associates, LLC (name of contractor company acknowledging), a CO (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced NC Drivers License, (type of identification) as identification.

[Notary




Notary Public

Nathan Fortlage
Name typed, printed or stamped

My Commission Expires: 11/13/27

My Company Account

My Company Profile

Company Information

Company Name

Clarion Associates of Colorado LLC

Doing Business As (DBA) Name

Clarion Associates

Company ID

335818

Enrollment Date

Jun 14, 2010

Employer Identification Number (EIN)

841290530

Unique Entity Identifier (UEI)

...

DUNS Number

943117184

Total Number of Employees

10 to 19

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services



CLARION



Planning | Zoning & Land Use | Sustainability & Resiliency



CITY OF OCOEE
1 NORTH BLUFORD AVENUE
OCOE, FL 34761

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL PLANNING SERVICES FOR THE CITY'S LAND DEVELOPMENT CODE UPDATE

RFQ No.

23-010

Prime Firm

Calvin, Giordano & Associates, Inc.

Due Date and Time

09.19.2023 at 2:00 PM

Primary Contact

Luis Serna, AICP, Project Manager
lserna@cgasolutions.com

Address

13535 Feather Sound Drive, Suite 135
Clearwater, FL 33762

Telephone No.

727.394.3825



Calvin, Giordano & Associates, Inc.
A **SAFEbuilt** COMPANY

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Grant Management &
Writing
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality (IAQ)
Landscape Architecture
Planning
Project Management
Redevelopment &
Urban Design
Surveying & Mapping
Transportation & Mobility
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316
Tel: 954.921.7781
Fax: 954.921.8807

www.cgasolutions.com

September 12, 2023

City of Ocoee
1 North Bluford Avenue
Ocoee, FL 34761

RE: RFQ 23-010 PROFESSIONAL PLANNING SERVICES FOR THE CITY'S LAND DEVELOPMENT CODE UPDATE

Dear Selection Committee,

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit our qualifications to provide Professional Planning Services to the City of Ocoee (City) for its Land Development Code Update. CGA specializes in a multitude of disciplines directly related to the City's needs.

With more than 370 employees and **86 years** of experience, CGA is a highly regarded multi-disciplinary firm that provides consulting services throughout Florida. As the City of Ocoee continues to grow like so many of our other clients, including the Cities of Leesburg, Belleview, Winter Park, Lake Hamilton, Miami, Miami Shores, and Fort Lauderdale, we want the City to know the manner and extent to which it can rely on CGA for proven professional services. Highlighted below are just a few benefits we offer the City for its planning and land use needs.

- **Accuracy and Efficiency of Service:** CGA's extensive and detailed knowledge of local Florida municipalities' goals in land use, planning, and development enables us to not only exceed those of the City, but also inform and establish additional, integrated goals for its future. Our experience uniquely positions us to effectively and expeditiously navigate the City's needs with all-encompassing considerations.
- **Expert Technical Team:** Serving as prime consultant, we have carefully assembled a team of talented and experienced professionals with the necessary expertise and skills to successfully perform in each discipline and subject area of the requested Scope of Services. Each team member brings decades of educational and experiential expertise the City should expect from a planning services consultant. To complement our services, we selected the law firm **Weiss Serota** as a subconsultant for legal review, consistency, and compliance services.
- **Proven Exceptional Performance:** The City will benefit from CGA's team collaboration by leveraging our collective experience, our familiarity with Florida municipal needs, and our proven track record of exceptional service performance. Within this proposal response, we provide our team's recent project experience, as well as similar service scopes to this contract.

Luis Serna, AICP — one of our most experienced and qualified planners and leaders—will serve as the Project Manager for this contract. He can be contacted at lserna@cgasolutions.com or 727.394.3825. We are committed to delivering the highest caliber service, specifically tailored to the City's needs. We look forward to establishing a partnership with the City and look forward to helping you achieve your project goals and objectives.

Sincerely,

Chris Giordano, President
Calvin, Giordano & Associates, Inc.



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TAB 1



Qualifications and Response to Scope of Services



Tab 1 - Qualifications and Response to Scope of Services

APPROACH

General Philosophy to Performing Major Rewrites of Land Development Regulations

CGA's approach to providing professional planning services is always based on extensive research into the conditions that generate development forms that are unique to each community. Because of our team's background and experience, we recognize that formulaic, cookie-cutter approaches will not effectively serve the needs of a community.

The team created for this project has years of multi-disciplinary expertise working with municipal and local governments, private sector clients, developers, and community and neighborhood-based organizations throughout Florida. Much of this experience includes serving as directors or managers working directly for local government planning departments. Because of the experience, we are very cognizant of the fact that services and work-products rendered should generate solutions that are implementable – not just “pretty pictures” that do not take into account the regulatory and budgetary realities of design solutions. We understand that successful implementation of any project is driven not just by that which is desired, but by that which is achievable. We will utilize our broad base of knowledge and expertise throughout the information gathering, concept formulation, document design, technical writing, and implementation phase to formulate an updated Land Development Code for the City of Ocoee. We are fully aware of and able to exceed the City's expectations for all tasks identified in the RFQ.

With a diverse team of professionals and technical staff, CGA possesses the expertise and experience that encompasses all facets of the planning and development process. CGA provides current, comprehensive planning and/or zoning services to several municipalities throughout Central Florida and has acted as the primary Development Review Committee (DRC) consultant for a number of municipalities. CGA's planning staff possesses a thorough and complete understanding of planning processes from both a public and private perspective and from municipal to state authority. The CGA team also includes expertise in implementing, creating, and calibrating form-based and hybrid codes, and we are frequently called upon to address challenges created by years of auto-oriented zoning regulations.

To ensure that the City receives a high quality, legally defensible code, CGA has partnered with the **Law Office of Weiss, Serota, Helfman, Cole + Bierman**. The lead attorney for this project, Susan Trevarthen, has years of experience with municipal government regulations, and will be involved from the onset on all phases to ensure the regulations proposed, even from a conceptual basis, meet the related “legal tests.” For this project, we will be particularly focused on ensuring that the City's sign regulations comply with restrictions on the regulation of content imposed by Reed v. Gilbert.

Policy Recommendations

There are typically numerous issues that are identified by staff, the public, and the consultant during the process of developing and updating codes that are beyond the scope of the project, but which could result in significant improvements to zoning and land development processes. Such issues are usually not included in the proposed code because they require major policy decisions that entail detailed analysis and extensive community engagement that cannot be accomplished within the timeframe for completion of the project. As a part of this project the consultant will prepare a report that identifies and explains these issues, with a recommendation that the City carefully consider and prioritize these issues for possible future action. In our experience, we have found that these recommendations are an important part of ensuring the community that their concerns have been considered, and that dialog on important issues will continue.



Planning Peace of Mind

CGA and our staff have a level of experience and knowledge that is unparalleled across Florida. The team members chosen are among the best we can offer across our offices.

The proposed team has Provided Planning and Zoning Services for over

**22
YEARS**



Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

COMPANY HISTORY AND QUALIFICATIONS

Calvin, Giordano & Associates, Inc. (CGA) is a well-established multi-disciplinary firm with offices located in Fort Lauderdale, Miami-Dade, West Palm Beach, Port St. Lucie, Estero, and Clearwater. For **over 86 years**, our firm has been providing consulting services to both public and private sector clients.

From the beginning, much of our reputation was built on repeat business with clients from the public and private sectors. Our success is reflected in the quality of work we consistently provide and also in the personal approach we take with each client. The winning combination is affirmed by our large number of repeat/long-term municipal clients. Because of our diversity, CGA can control the entire process, offering a host of professional services as a one-source partner or efficiently tackling time-sensitive individual projects, providing customized solutions with handpicked teams of highly experienced professionals. **Custom Building Exceptional Solutions** is the core of our business.

CGA strategically provides a broad range of services to meet our clients' needs. Our professional services include:

- Building Code Services
- Civil Engineering/Roadway and Highway Design
- Coastal Engineering
- Code Compliance
- Construction Engineering and Inspection (CEI)
- Construction Services
- Data Technologies and Development
- Electrical Engineering
- Environmental Services
- Facilities Management
- Grant Management & Writing
- Geographic Information Systems (GIS)
- Governmental Services
- Landscape Architecture
- **Planning and Land-Use Code**
- Project Management
- Redevelopment and Urban Design
- Surveying and Mapping
- Transportation & Mobility Planning
- Water/Wastewater Utilities Engineering
- Website Development

FOUNDED IN HOLLYWOOD

1937

OVER 85 YEARS OF SERVICE



370⁺
EMPLOYEES

SERVING

60⁺

MUNICIPALITIES THROUGHOUT FLORIDA

Taking advantage of our diversified staff's experience and knowledge is what distinguishes CGA as a professional consultant and allows our team to repeatedly complete projects on time, under budget, and exceeding expectations while doing so.

Our core values embody our approach to working relationships, as well as our philosophy in providing services. Our team stands apart from others by remaining dedicated to a client-centered method based on our core values of **Service, Integrity, Improvement, Teamwork, and Respect.**

CGA is dedicated to helping the City of Ocoee achieve its goals—providing intelligent and community-focused planning services at an affordable cost.



STAFF AND QUALIFICATIONS

CGA is incredibly proud to have some of the most experienced and well-qualified staff in Florida who can serve our municipal clients with expertise, tact, insight, and respect. Stacked with over and above the needed qualifications and decades of experience, the staff assigned to the City of Ocoee is exceptionally positioned to exceed the expectations of the City and, thus in the context of urban planning, the expectations of the community as well. Our Planning staff is committed to leveraging its knowledge to help develop communities as not just places that citizens live, but places that citizens love.

The table below provides an overview of the proposed staff, their role, their qualifications, and years of experience.

STAFF MEMBER	LICENSES AND CERTIFICATIONS			YEARS OF EXPERIENCE							
	Bachelors	Graduate	License	5	10	15	20	25	30	35	40
Luis Serna <i>Project Manager</i> Tampa Bay, FL	Economics	Urban and Regional Planning	AICP# 013237								
James Hickey <i>Planner</i> Fort Lauderdale, FL	Geography and History	Urban Planning	AICP# 015985								
Alex David <i>Planner</i> Miami, FL	Geography and Urban Planning	Business Admin.	AICP# 116051								
Silvia Vargas <i>Planner</i> Miami, FL	Architectural Studies	Urban Planning	AICP# 087875								
Dave Dixon <i>Planner</i> Fort Lauderdale, FL	Geography	Urban and Regional Planning	AICP# 028501								
Graham Long <i>Planner</i> Fort Lauderdale, FL	Urban and Regional Planning		AICP# 32840								
Gianno Feoli <i>Urban Designer/ Landscape Architect</i> Fort Lauderdale, FL	Architectural Studies	Landscape Architecture	FL-PLA# LA6667663								
Susan Trevarthan (SUB) <i>Legal Reviewer</i> Weiss Serota LLP Fort Lauderdale, FL	Policy Studies	Regional Planning Juris Doctorate	FL Bar #906281								



CGA Team Discipline Expertise

CGA presents the table below that highlights the areas of expertise our staff members have in the discipline needed to provide the City of Ocoee with its needed Planning and Zoning Consulting services. As can be seen, CGA's dedicated staff can provide the City with comprehensive but nuanced service that touches on all necessary disciplines for the Scope of Services.

STAFF MEMBER	AREAS OF EXPERTISE											
	LONG TERM PLANNING	COMPREHENSIVE PLANS	LAND USE CODE REGULATIONS AND UPDATES	URBAN MASTER PLANS	FORM-BASED CODE	CODE DRAFTING AND AMENDMENTS	MATRICES OF STANDARDS	PUBLIC AND COMMUNITY OUTREACH	PROJECT MANAGEMENT	DOCUMENT REVIEW	REGULATORY OUTLINE	COUNCIL AND COMMISSION PRESENTATIONS
Luis Serna	●	●	●			●	●	●	●	●	●	●
James Hickey	●	●	●			●	●	●	●	●	●	●
Alex David	●	●	●	●	●	●	●	●	●	●	●	●
Silvia Vargas				●	●	●	●	●	●	●	●	●
Dave Dixon	●	●	●			●	●	●	●	●	●	●
Graham Long	●	●	●			●	●	●	●	●	●	●
Gianno Feoli				●	●	●	●	●	●			●

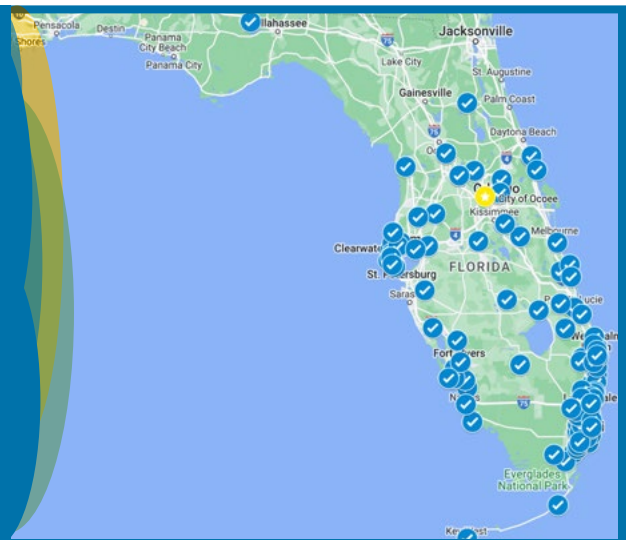
Résumés

Résumés for all staff are provided on the following pages, as well as the résumés for the subconsultant **Weiss Serota** staff for legal review.

A Reach Far and Wide

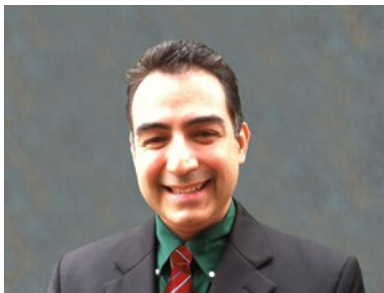
CGA and our staff have been able to deliver exceptional municipal services to clients that span all of Florida — from Destin to Key West, Reddington Shores to Palm Beach, and everywhere in-between. We have assisted several municipalities in Central Florida, including the Cities of Winter Park, Belleview, Leesburg, and Lake Mary.

Of particular interest to the City of those we have worked with in Central Florida. This includes the Town of Lake Hamilton, located in Central Florida. CGA has provided the Town with Planning Services for nearly three years, helping craft their Land Use Code updates and maps, as well as developing their Parks and Recreation Master Plan.



LUIS N. SERNA, AICP, LEED AP BD+C

Director of Planning | Tampa Bay Office



Mr. Serna has over 30 years of experience in land planning consultation for public and private sector clients. Mr. Serna is the Planning Director at CGA and is responsible for the planning operations of the Tampa Bay office. He provides planning services to local governments including site plan and permit reviews; land development code and comprehensive plan updates; preparing neighborhood and special area plans; reviewing and preparing staff recommendations on applications for rezoning, plan amendments, site plans, development agreements, special exceptions, and variances. He also provides planning consultant services to private clients, including site feasibility and entitlement studies; preparation of land use amendments and rezoning applications, and consultation on special exceptions, variances, and other development applications.

YEARS WITH THE FIRM

7

YEARS OF EXPERIENCE

30+

EDUCATION

Graduate Studies in Urban and Regional Planning, University of Miami, Coral Gables, FL

BS, Economic with an emphasis in Economics of Industry, Florida State University, Tallahassee, Florida

CERTIFICATIONS AND LICENSES

Certificate of Planning Studies, Florida State University, Tallahassee, Florida

American Institute of Certified Planners (AICP) #013237

LEED Accredited Professional - Building Design and Construction #10282703

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Planners

American Planning Association (APA)

RELEVANT EXPERIENCE

Wakulla County Department of Planning & Community Development
Responsible for the daily operation of the Planning and Community Development Department.
Crawfordville, FL

City of Tarpon Springs Planning Services
Providing ongoing planning services, including staff to City boards and reviewing and preparing recommendations on site plans and plan amendments. Preparation of comprehensive plan and code amendments to address sea level rise and other needed updates for consistency with State law and the Pinellas County mobility plan.
Tarpon Springs, FL

City of Madeira Beach Planning Services
Providing ongoing planning services, including reviewing and processing application submittals to the Planning and Zoning Department, responding to general zoning and development inquiries, coordinating with city staff on code interpretation questions, presenting applications to review boards, and recommending changes to the comprehensive plan and land development regulations as needed.
Madeira Beach, FL

City of Belleair Bluffs Planning Services
Providing ongoing planning services and preparing an amendment to the City's Land Development Code to allow the development of townhouses in certain districts.
Belleair Bluffs, FL

Town of Belleair Planning Services
Providing ongoing planning services, including responding to general zoning and development inquiries, coordinating with city staff on code interpretation questions, and recommending changes to the comprehensive plan and land development regulations as needed. Preparation of comprehensive plan and code amendments to address sea level rise and other needed updates for consistency with State law and the Pinellas County mobility plan.
Belleair, FL

City of North Port Planning Services
Preparation of analysis and update to the City's Unified Land Development Code, including revising for consistency with the City's Comprehensive Plan and other regulatory plans and documents, and updating for consistency with State and Federal regulations.
North Port, FL

Sarasota County Planning Services
Preparation of a Unified Development Code (UDC) that combined and updated the County's Land Development Code and Zoning regulations. The project included incorporating existing technical manuals and regulatory provisions from the County's Comprehensive Plan into new UDC, and updating for consistency with State and Federal regulations.
Sarasota County, FL

Town of Longboat Key Planning Services
Preparation of analysis and update to the Town's zoning code and preparation ordinance addressing redevelopment of nonconforming properties
Long Boat Key, FL

JAMES “JIM” P. HICKEY, AICP

Director of Planning



Mr. Hickey leads the Fort Lauderdale planning office and has over 26 years of planning experience in municipal as well as county government. He has experience in comprehensive planning, site development reviews, architectural review, zoning code amendments, comprehensive plan amendments, form-based codes, redevelopment, data and analysis, and Geographic Information Systems (GIS). Mr. Hickey works with a number of communities on large-scale projects to provide technical planning expertise on how to allow for development while balancing the needs of the existing community. He also works as the City/Town planner for a number of municipalities.

YEARS WITH THE FIRM

4

YEARS OF EXPERIENCE

26

EDUCATION

Master in Urban Planning (MURP)
Virginia Commonwealth University,
Richmond, VA

BS, Geography and History,
University of Massachusetts, Boston,
MA

CERTIFICATIONS AND LICENSES

American Institute of Certified
Planners #015985

PROFESSIONAL ASSOCIATIONS

American Planning Association

Broward American Planning
Association

Member - School Board of Broward
County Staff Working Group

ICS - National Incident Management
Systems (NIMS) Certifications: ICS
100, 200, 300, 400, 700, 800

RELEVANT EXPERIENCE

Development Services Director - Weston
Provides ongoing planning assistance for
the City of Weston including site plan review
and preparation of reports and analysis for
the City Commission. Serves as the City's
appointee on the School Board of Broward
County's Staff Working Group
Weston, FL

Planning Director - Lighthouse Point
Working with the City and a potential
developer on the redevelopment of
Lighthouse Point Yacht Club, which
will include establishing a mixed-use
development on the existing site. This
project includes a comprehensive plan map
amendment and text amendments, rezoning
of the property, establishing a new zoning
district, site plan review, and a developer's
agreement
Lighthouse Point, FL

Project Manager - City of Pompano Beach
Works with the City on the review of large-
scale Planned Development applications,
providing technical review and analysis as
well as review of the accompanying site plan
applications. Also writes staff reports and
presents these applications to the Planning
and Zoning Board as well as the City
Commission
Pompano Beach, FL

Planning Consultant - City of Wilton Manors
Recently completed the City's Urban Form
and Density Report, which establishes where
and how future redevelopment should occur.
Current projects include drafting regulations
needed to implement the Form and Density

Report rezoning of a diverse mixed-use
area and two land use plan amendments
to establish density requirements, increase
density, and expand the City's mixed-use
land use districts
Wilton Manors, FL

City Planner - City of West Park
Completed an adoption of regulations
to rezone the City's expanded Transit-
Oriented Corridor (TOC), including public
involvement, preparation of code language,
and presentations to the Planning and Zoning
Advisory Committee as well as the City
Commission. This project included public
engagement and dealt with many issues
facing the City, including disinvestment,
redevelopment opportunities as well as
concerns with gentrification
West Park, FL

City Consultant - City of Margate
Currently working with the City on an update
to substantial portions of the City's Code.
The City has not completed a thorough
review of the Code in over 30 years, and the
proposed changes will provide a modern,
unified land development code that is clear,
concise, and easily understood by City
residents
Margate, FL

ALEX DAVID, AICP

Director of Miami-Dade Office | Planning



Mr. David brings expertise acquired over many years with both private and public planning organizations. Having formerly worked with the Miami-Dade County Planning Department, the Office of the County Manager, and Miami-Dade Public Schools, he specializes in both current and long-range planning and development issues. He has extensive experience working with local, regional, and state agencies and is committed to providing government clients with the expertise and assistance needed to achieve local planning and development goals while meeting regional and state planning requirements. During his tenure as a consultant, Mr. David has had the privilege of assisting Miami-Dade County and 30 of the County's 34 municipal governments in planning and zoning matters, development projects, and special projects, and has worked in other communities in Central and South Florida. Mr. David also has a reputation for building intergovernmental partnerships. He has also served as the Interim Community Development Director for the Town of Cutler Bay (April 2020 - November 2021) and as Zoning Administrator for the City of North Miami (March 2016 - October 2016), where he was staff to the Board of Adjustment.

YEARS WITH THE FIRM

7

YEARS OF EXPERIENCE

37

EDUCATION

MBA, Barry University

BS, Geography (Urban Planning),
Pennsylvania State University

CERTIFICATIONS AND LICENSES

American Institute of Certified
Planners #015953

American Planning Association
#116051

PROFESSIONAL ASSOCIATIONS

City of Miami Beach Design Review
Board (Former Vice Chair)

Miami-Dade County Transportation
Aesthetics Review Committee
(Chair)

Miami-Dade County Planners
Technical Committee (Former Chair)

Citizens' Oversight Committee for
Public School Facility Planning in
Miami-Dade County (Member)

Staff Working Group for Public
School Facility Planning in Miami-
Dade County (Member)

American Planning Association -
Florida Chapter (FAPA) Legislative
Policy Committee (Member) and
Gold Coast Section Board Member)

RELEVANT EXPERIENCE

General Planning Services

Assisted in the preparation of the Town's first
Land Development Regulations and Growth
Management Plan, and provided on-call
development review services. Also served as
Interim Community Development Director.
Cutler Bay, FL

Miami-Dade County SMART Plan - Miami- Dade County TPO

Project Manager - completed the South
Dade Transitway Corridor Land Use Scenario
and Visioning Planning Study
Miami-Dade County, FL

Miami-Dade County Attorney's Office - Miami-Dade County

Land Use Planner / Expert Witness -
services performed included preparation for
depositions and court appearances
Miami-Dade County, FL

FDOT D 6

Land Use Planner / Expert Witness - services
performed included expert witness and
litigation support services
Miami-Dade County, FL

Eminent Domain

Evaluated properties with respect to cost,
environmental, safety, long-range planning,
and alternative locations
Homestead and Bal Harbour Village, FL

Florida Power & Light

Planning, Zoning, and Expert Witness -
services performed included acquiring the
necessary approvals for a proposed LNG
facility
Homestead, FL

Indian Creek Village Planner

Rewrote the Village Comprehensive Plan
and Land Development Regulations, on-call
planner
Indian Creek Village, FL

Comprehensive Plans and Updates

Assisted in authoring numerous plans and/or
subsequent amendments and updates
FL

Zoning, Land Development and Reviews

Assisted in authoring numerous codes and
amendments, reviewing large- and small-
scale development projects
FL

General Planning Services

Assists the City Attorney and Zoning Official
with development reviews and special
planning and zoning related tasks
Hialeah, FL

Land Development Regulations and General Planning

Assisted with preparing of the Village's first
Land Development Regulations and on-call
planning services
Indiantown, FL

Annexation Studies

Authored numerous Annexation Studies for
municipalities wishing to expand municipal
boundaries
FL

General Planning & Zoning

Assisted in the review of proposed large-
scale developments
South Miami, FL

SILVIA E. VARGAS, FAICP, LEED AP

Planner



Mr. Vargas is a professional planner with vast experience throughout the U.S. and abroad. After starting as a public sector planner in the Florida Keys, Silvia's subsequent private practice spans planning projects at every scale in urban, suburban, and rural contexts. She has directed numerous region-wide, county, and municipal comprehensive plans, many of which have received national or state awards for planning excellence from APA and other professional organizations. Mr. Vargas has also led community visioning processes, parks and open space plans, regulatory codes and design standards, university campus master plans, community revitalization processes, and placemaking initiatives. She is a skilled Project Manager and an imaginative, dynamic facilitator and storyteller specializing in designing and executing creative public engagement processes. Her background and experience give her great competence and sensitivity toward the challenges of collaborating with diverse stakeholders in the planning process.

YEARS WITH THE FIRM

5

YEARS OF EXPERIENCE

30

EDUCATION

MA, Urban Planning, University of Kansas (1993)

BA, Architectural Studies, University of Kansas (1991)

CERTIFICATIONS AND LICENSES

American Institute of Certified Planners (AICP) #087875

LEED Accredited Professional (Legacy)

PROFESSIONAL ASSOCIATIONS

American Planning Association (APA)

U.S. Green Building Council (USGBC)

HONORS

Fellow of the American Institute of Certified Planners (AICP), Class of 2020

Distinguished Alumna, University of Kansas School of Architecture and Design, Class of 2017

LEADERSHIP

APA Board of Directors, Director at Large 2022 - Present

AICP Commissioner, Region III (2016 - 2020)

RELEVANT EXPERIENCE

Future City: NoMi Beyond the Centennial

The Future City planning process celebrates the City of North Miami's first 100 years while seeking to prepare the City for its next centennial. The plan update focuses on community health and wellness, climate response and resilience, housing affordability, and technology infrastructure and access. The document is dynamic, user-friendly, and visually rich.

North Miami, FL

Future Land Use Element (FLUE) and Future Land Use Map (FLUM) Update

Led a public participation-driven process to correct severe inconsistencies identified in the Miami Shores Village's FLUE and FLUM and to update the FLUE in preparation for a Comprehensive Plan Evaluation and Appraisal Review (EAR) process.

Miami Shores, FL

North Bay Village Planning Services

Serves as the Village's Planning and Zoning Official, providing day-to-day planning and zoning service, as well as leading special assignments such as an annexation study or an EAR-based Comprehensive Plan process.

North Bay Village, FL

Town Center North Overlay Re-Visioning

Led the execution of a values-driven public engagement re-visioning project for the City Sunny Isles Beach, FL

Indiantown Land Development Code

Developed and implemented the public outreach and information program for CGA-led Land Development Code preparation process - the Village's first Indiantown, FL

Urban Form and Density Study

Conceptualized the public engagement activities for this CGA study, which examined Wilton Manors for the potential to accommodate additional density in select parts of the City with appropriate form recommendations to maintain compatibility and protect existing single-family residential neighborhoods

Wilton Manors, FL

Zoning Code Update

Developed the public outreach and engagement plan for this CGA project, which involves updating the City's 50-year-old Zoning Code

Pembroke Pines, FL

PlanIT, Pompano!

Designed and executed the public engagement strategy for the City of Pompano Beach's recent Comprehensive Plan Update

Pompano Beach, FL

Transit-Oriented Development District (TODD)

Led the preparation of an amendment to modernize the City of South Miami's TODD zoning district, including testing the proposed amendments through massing studies

South Miami, FL

Land Use Plan, Major Street Plan and Ordinances Update

Assisted the City of Mobile in updating the City's Future Land Use Plan and Major Street Plan

Mobile, AL

DAVID “DAVE” DIXON, AICP

Planner



Mr. Dixon recently joined CGA's Planning Department after 11 years of practicing planning across the US and Canada. His experience includes comprehensive planning, redevelopment planning, urban design, site planning, land use code updates, development review, and neighborhood/sub-area planning, also contributing a specialty in Geographic Information Systems (GIS). Mr. Dixon has provided planning services for municipalities, counties, states/provinces, and the federal government as well as for the private sector as an urban planning consultant.

YEARS WITH THE FIRM

< 1 year

YEARS OF EXPERIENCE

11

EDUCATION

MA, Urban Planning, University of California, Los Angeles

BA, Geography, University of California, Santa Barbara

CERTIFICATIONS AND LICENSES

American Institute of Certified Planners No. 028501

PROFESSIONAL ASSOCIATIONS

American Planning Association

Urban Land Institute

RELEVANT EXPERIENCE

Comprehensive Plan EAR and Update
Updating the City's long-range plan to refresh the community's vision and values. The plan will balance neighborhood health with industry and environmental resiliency, all informed by a broad community engagement plan
Riviera Beach, FL

Miami Neighborhood Comprehensive Plan and EAR
Updating the goals, objectives, and policies for the citywide plan for growth and redevelopment for a 10-year planning horizon

Miami, FL Comprehensive Plan Update
Project Manager on an update to the County's comprehensive plan that was the culmination of 53 community engagement events, resulting in future land use maps for areas surrounding three municipalities, transportation improvements, and an infrastructure assessment and updated infrastructure
Chaffee County, CO

Comprehensive Plan Update
Project Manager on an update to a town's 2013 long-range plan with a focus on housing affordability, preservation of a historic 19th century Main Street business district, advancement of climate action initiatives, and light industrial district redevelopment
Carbondale, CO

County Planner
Created and implemented new development regulations to mitigate industrial and

commercial development impacts to their small town character. Provided on-call zoning administration and long-range comprehensive planning for two neighboring counties whose goals were to alleviate the impacts of population growth
Carbon and Stillwater Counties, MT

Master Plan Update
After nearly 20 years without an update, Routt County--home to the growing City of Steamboat Springs--overhauled its comprehensive plan to prepare for rapid growth. A land use code update followed to install tools for mitigating impacts to the pastoral mountain community
Routt County, CO

Subarea Plan and Design Guidelines
Project Manager on a 300-acre mixed-use development, including site and architectural design standards
Meridian, ID

West Downtown Neighborhood Plan
Lead Planner to create a redevelopment vision for a rapidly urbanizing neighborhood adjacent to Downtown Boise, including streetscape typologies, design guidance, and implementation through pedestrian-oriented land use code updates
Boise, ID

Shoreline District Urban Framework
Contracted to complete an urban renewal and reinvestment framework for a 200-acre emerging mixed-use district designed to extend downtown Boise, establish a mixed employment base, and diversify the urban housing stock
Boise, ID

GRAHAM E. LONG, AICP

Planner



Mr. Long has over 16 years of experience in Planning and Government Relations. He has experience ranging from Public Outreach and Intergovernmental Affairs, to Comprehensive Planning and Development, Land-Use Regulation, and Shared Services Initiatives. As an advisor to elected officials, he has developed and implemented policies such as green energy initiatives, infrastructure improvements, downtown revitalization, sustainable growth, community development, and neighborhood preservation. Working as a political consultant, he has experience with all levels of government, navigating bureaucracies and building out new processes and initiatives. He assisted with 2020 Census outreach coordination, comprehensive plan updates, zoning code development, hazard mitigation planning, energy efficiency programs, and local/regional transportation mobility.

YEARS WITH THE FIRM

< 1

YEARS OF EXPERIENCE

16

EDUCATION

BA, American Studies: the Built Environment and Urban & Regional Planning, The George Washington University, Washington, D.C.

CERTIFICATIONS AND LICENSES

American Institute of Certified Planners (AICP) #32840

PROFESSIONAL ASSOCIATIONS

American Planning Association - Florida Chapter / Intergovernmental Chapter

LGBTQ Congressional Staff Association, Member, 2017 - 2018

Board of Directors, City of Glen Cove Community Development Agency, 2009 - 2012

RELEVANT EXPERIENCE

General Planning Services — :

Provides general services, research and analysis, as well as procedural assistance related to plan review, inspections, zoning review, and permitting applications. Deerfield Beach, Oakland Park, and Hillsboro Beach, FL

Comprehensive Planning and Zoning Code Revisions

Develop zoning regulations and modifications, providing recommendations, best practices, procedural streamlining, and code reorganization. Provide updates for Comprehensive Plans, including research and analysis, outreach efforts, assistance with GIS projects and mapping, annexation plans, land-use, and density issues. North Miami Beach, North Miami, and Margate, FL

Planner II & Community Visioning Program Manager — Nassau County Planning Commission

Land-use regulation and analysis for individual and comprehensive planning/development projects and the County Master Plan. Served as the manager of the County Community Visioning and Downtown Revitalization initiatives, involving policy development, event planning, community outreach, consensus-building, and several public conferences. Mineola, NY

Shared Services Program Manager — Office of the County Executive

Advisor on inter-municipal Shared Services initiatives, including green energy development and infrastructure revitalization, creating streamlined project implementation strategies. Responsible for planning and executing the public and inter-governmental process to create a county-wide Shared Services Plan. Nassau County, NY

Legislative Assistant - U.S. House of Representatives

Legislative assistance, policy development, research & analysis for Transportation and Infrastructure, Housing, Tourism, LGBTQ issues, and Small Business. Co-contributor to Problem Solver's Caucus infrastructure task-force report: Rebuilding America's Infrastructure Washington, D.C.

Independent Political Consultant

Multiple political campaigns as Campaign Manager for national and local offices. Responsibilities included messaging and speech writing, media relations, outreach plans, developing campaign materials, planning events and campaign strategies. NY and CA

GIANNO FEOLI, PLA, ASLA

Director, Landscape Urbanism and Design



Mr. Feoli leads the Landscape Department in creative design strategies for urban environments with specialties including urban design, contextual analysis, and branding. He has experience in coordinating design implementation within built-out urban environments, public outreach, and report preparation, where he will lead the effort in the creation of a graphically-rich, easily legible report. His experience has encompassed a wide array of project-types, and his strengths lie in client responsiveness, project organization, public outreach, connectivity plans, streetscapes and urban interventions, park design, and form-based urban designs and planning strategies.

YEARS WITH THE FIRM

20+

YEARS OF EXPERIENCE

23

EDUCATION

MA, Landscape Architecture Florida International University (FIU) School of Architecture Miami, Florida

BA, Architectural Studies Florida International University (FIU) School of Architecture Miami, Florida

CERTIFICATIONS AND LICENSES

Registered Professional Landscape Architect, Florida #LA6667663

PROFESSIONAL ASSOCIATIONS

American Society of Landscape Architects

The Underline - Design Advisory Committee Co-Chair

RELEVANT EXPERIENCE

Doral Boulevard Beautification Master Plan
Streetscape master plan and frontage zoning recommendations
Doral, FL

North Beach Oceanside Park
30-acre beachfront park design
Miami Beach, FL

Lloyds Estate Resiliency Project
Drainage improvements with environmental education components
Oakland Park, FL

Middle Beach Recreational Corridor - PH 2
New 2-miles of multi-use trail on state-owned lands
Miami Beach, FL

Middle Beach Recreational Corridor - PH 3
Replacement of wooden boardwalk with a multi-use trail on state-owned lands
Miami Beach, FL

Oakland Park Station
Event plaza design in the Culinary District
Oakland Park, FL

98th Street Park
Community park with playgrounds, restrooms and synthetic turf areas
Bay Harbor Islands, FL

92nd Street Park
Community park with flexible lawn, parking and a dog park
Bay Harbor Islands, FL

Beachwalk Master Plan
Multi-use trail design on state-owned lands
Surfside, FL

Rolling Oaks Park
Passive park design with trails and custom signage
Miami Gardens, FL

Dania Cove Park
Waterfront passive park with shoreline stabilization, lawn areas, boardwalk and educational signage
Oakland Park, FL

Harbor Isles Dog Park
Dog park and bio-swale passive drainage elements
North Bay Village, FL

530 Crandon Blvd Civic Park
Passive park with custom artwork and specialty design treatments
Location

Built & Urban Form Study
Development standards study to promote redevelopment and public outreach
Wilton Manors, FL

City-wide Urban Forestry Master Plan
Urban forestry master plan and inter-departmental implementation tool-kit
Miami Beach, FL

Gateway Features
Entry feature sculptural element design and permitting with FDOT-D6
Doral, FL

Corridor Zoning & Redevelopment Study
Form-based code zoning for redevelopment areas with a focus on embedding good design articulation requirements as an incentive-based program
Doral, FL

Susan Trevarthen

PARTNER, CHAIR OF PUBLIC
SECTOR LAND USE AND
ZONING PRACTICE GROUP

FT. LAUDERDALE

(954) 763-4242

STREVARTHEN@WSH-LAW.COM



As a Florida Bar Board Certified attorney in City, County and Local Government Law with a Master's degree in planning, Susan Trevarthen has an in-depth and specialized knowledge of the challenges faced by local government clients in the complex areas of land use, planning and zoning. Her work includes negotiating development agreements and approvals, drafting municipal codes and plans, defending challenges to municipal regulations and decisions, handling public hearings and advocating for municipalities on legislative issues in her field.

Susan is also a trusted advisor to elected officials, municipal staff, managers and attorneys on new and evolving municipal issues such as medical marijuana and loss of control over rights of way as ride-sharing services and e-scooter companies compete for use. She also serves as the lead municipal attorney for two coastal communities in Miami-Dade and Broward Counties.

Susan's practice includes constitutional law issues such as regulatory taking cases and land use and zoning decisions that raise First Amendment issues, including sign codes, adult use and religious regulations, Bert J. Harris Act claims, comprehensive plan challenges and petitions for writs of certiorari.

Susan was instrumental in helping to develop the field of school concurrency policy and law in Florida, and has represented local governments and school boards across the state on school planning, facilities issues and mandatory school concurrency.

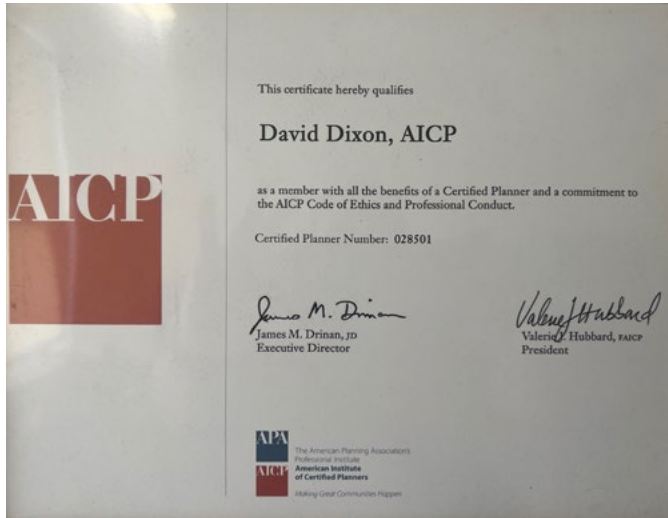
Susan is a member of the College of Fellows of the American Institute of Certified Planners and has held leadership positions in The Florida Bar's Section for Environmental and Land Use Law and Section for City, County and Local Government Law. She is the chairperson of the Board of Directors of 1000 Friends of Florida. She speaks and publishes frequently on planning, zoning and land use issues and has been a regular guest lecturer at the University of Miami School of Law, St. Thomas University School of Law and Florida Atlantic University School of Urban Planning.



Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

LICENSES AND CERTIFICATIONS

The certificates and licenses for CGA as a firm and staff are provided below and continue on the page that follows.



This badge was issued to [Graham Long](#) on 8 December 2020.

Verify



GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT

Luis Serna

HAS ATTAINED THE DESIGNATION OF

LEED AP® Building Design + Construction

by demonstrating the knowledge and understanding of green building practices and principles needed to support the use of the LEED® green building program.

Mahesh Ramarajan
MAHESH RAMARAJAN
PRESIDENT & COO, U.S. GREEN BUILDING COUNCIL
PRESIDENT & COO, GREEN BUSINESS CERTIFICATION INC.



AICP Certified

Issued by [American Institute of Certified Planners \(AICP\)](#)



Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY



American Institute
of Certified Planners
Creating Great Communities for All

March 11, 2020

Silvia E. Vargas, AICP
6110 SW 62nd Pl
South Miami, FL 33143

Dear Silvia E. Vargas, AICP:

On behalf of the American Institute of Certified Planners, the professional institute of the American Planning Association, we are honored to announce your election to the College of Fellows of AICP. Please accept our congratulations on this well-deserved recognition of your accomplishments and contributions to the planning profession. You will become a Fellow upon your induction during the 2020 Induction Ceremony in Houston on April 26, 2020. After your induction on April 26, you are encouraged to use FAICP after your name. As you know, use of the FAICP designation is permitted as long as you are a member in good standing of APA/AICP.

As you might imagine, the FAICP Selection Committee was charged with a challenging assignment, as reviewing the nominations of so many accomplished planning professionals is a humbling task. In completing our selection, we believe that your planning career represents the qualities that define Fellowship within AICP. We hope that, in accepting this honor as a member of the College of Fellows, you will continue to be actively engaged in advancing the future of the planning profession by serving as a role model and mentor to other planners.

As a member of the 2020 FAICP class, you are invited to be our guest at the Fellows of AICP Induction Ceremony at the 2020 APA National Planning Conference. See attachments for more details.

Again, congratulations on your selection as a Fellow of AICP. We look forward to seeing you in Houston this April.

Warm regards,

Robert Olshansky, FAICP
Chair, 2020 FAICP Selection Committee



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p: 202.872.0611

AICP President
Deborah A. Lawlor, FAICP, PE
Chief Executive Officer
Joel Albers, FAICP, CAE



THE AMERICAN INSTITUTE OF CERTIFIED PLANNERS

JAMES P HICKEY

Has qualified as a

Member

with all benefits of a Certified Planner and responsibility to the
AICP Code of Ethics and Professional Conduct.

Membership Certificate Number 015985

July 1, 2000

President

Executive Director





SUBCONSULTANTS

CGA will utilize one subconsultant in its Land Use Code Update for the City of Ocoee: **Weiss Serota Helfman Cole + Bierman (Weiss Serota)**. In many instance, it is essential that municipal code reviews, amendments, and updates take place with a strict eye toward legal consistency, both throughout the entirety of the municipal code and with additional local and state agencies and documents. For this imperative service, CGA will utilize Weiss Serota.

Weiss Serota is the product of innovative thinking. In 1991, their founders saw a need in the Florida legal market for a high-end boutique firm dedicated to a small number of integrated practice areas. More than 30 years later, they continue to outpace sophisticated market players with focused practice groups, teamwork, and a zealous commitment to their clients. They have grown to more than 90 lawyers who look to their Unifying Principles to maintain an ethical and people-focused business model that puts their clients' needs at the heart of their practice.



Weiss Serota counsels local governments on choosing their path wisely and implementing their vision. Weiss Serota can assist with establishing and amending state-mandated comprehensive plans, small area plans, and land development regulations, as well as reviewing and approving applications for planned unit developments, plats, site plans, and building permits. They counsel local governments when they act as developers, either alone or in partnership with a private developer. They take pride in their creativity, knowledge, and persistence in ensuring that their local government clients achieve the results they desire in developing their communities. The **Weiss Serota** team is unique in that they have partners who are both certified planners and board-certified municipal attorneys. It is their daily bread and butter to work seamlessly with municipal staff, boards, and elected officials to achieve client goals. They have numerous attorneys with broad and deep experience in and dedication to public land use and zoning matters, both transactional and litigation.

Attorney Susan Trevarthen will be the assigned staff member from **Weiss Serota** to assist CGA with the legal review aspects of the City's Land Use Code Update. Ms. Trevarthen, with more than 30 years of experience, is a Partner at Weiss Serota and Chair of Public Sector Land Use and Zoning Practice Group. Not only is she a licensed attorney with years of land use code experience, she is also certified by the AICP and is a member of the AICP College of Fellows (FAICP).

Ms. Trevarthen received her Juris Doctorate in 1991 from the University of North Carolina, as well as a Masters in Regional Planning from the same. For the last 32 years, she has spent her time studying and practicing at the intersection of land use and the law and has developed a nuanced specialization in land use code development, amendments, and consistency. She has been a trust partner of CGA on many planning and land use code projects.

She is located in Fort Lauderdale, FL, and boasts a number of special experiences, qualifications, and honors, including:



- 1000 Friends of Florida, Member of Board of Directors, 2015-present; Legal Committee Chair, 2019; Chairperson of Board of Directors, 2020
- Citizens for a Scenic Florida, Board of Directors, 2013-present
- The Florida Bar Section of Environmental and Land Use Law, Former Executive Council Member
- The Florida Bar Section of City, County and Local Government Law, Former Executive Council Member
- American Institute of Certified Planners, 1995-present
- American Planning Association, 1990-present
- City of Boca Raton Environmental Advisory Board, 1994-2000
- Best Lawyers in America®, Land Use and Zoning Law, 2023-present
- Home Rule Hero, 2021
- Florida Super Lawyers, 2006-2019, 2023
- MDCLC President's Municipal Service Award, April 2017
- Martindale-Hubbell AV Preeminent Rating
- Florida Trend's Legal Elite, 2012
- Daily Business Review, Finalist – Most Effective Lawyers, Public Interest, 2010

TAB 2



Experience and References



Tab 2 - Experience and References

CURRENT AND RECENT CLIENTS

The following table that lists our current and recent contracts in Florida for planning, zoning, land use, and regulatory code updates. The clients highlighted in blue serve as References, with information on each provided on page 30.

CLIENT	SERVICE	CONTRACT START	STATUS
City of Belleview	Comprehensive Plan Update	2020	Active
	Land Development Code Update	2022	Active
City of Belleair Bluffs	Land Use and Zoning Code Updates	2018	
City of Bonita Springs	Planning Services	2019	Active
City of Coral Springs	Planning Services	2022	Active
City of Crystal River	Planning Services	2020	Active
City of Dania Beach	Planning Services	2020	Active
City of Eustis	Land Development Code Update	2022	
	Planning Services	2020	
City of Florida	Planning Services	2022	
City of Greenacres	EAR Element Update	2022	
	Planning Services	2022	Active
City of Hallandale Beach	Comprehensive Plan and EAR Update	2023	Active
	Planning Services	2022	Active
	Golden Isles Safe Neighborhood District Plan	2022	
	Three Islands Safe Neighborhood District Plan	2022	
City of Hialeah	2019 Water Supply Plan Update	2020	
	City Housing Element Update	2023	Active
	Workforce Housing Study	2020	Active
	Recreation & Open Space Element Update	2020	
City of Hialeah Gardens	2020 Annexation Report	2020	
City of Largo	Planning Services	2019	Active
City of Lauderdale Lakes	Planning Services	2023	Active
City of Lauderhill	Interim Planning Director	2021	
	Comprehensive Plan Update	2021	
City of Leesburg	Comprehensive Plan	2022	
City of Lighthouse Point	As-Needed Planning Director	2020	Active
	Planning Services	2020	Active
	Water Supply Plan	2021	
City of Margate	Planning Services	2021	Active
	Zoning Code Update	2020	
City of Miami	Comprehensive Plan and EAR	2023	Active
	Miscellaneous Community Planning and Urban Design Services	2021	



CLIENT	SERVICE	CONTRACT START	STATUS
City of Miami Springs	Planning Services	2023	Active
City of Naples	Planning Services	2023	Active
City of North Lauderdale	Banquet Hall and Restaurant Code Changes	2023	Active
City of North Miami	Land Development Regulations Update	2023	Active
City of North Miami Beach	Fulford MU/TC Review - Task 1	2022	
	Neighborhood Center MU/ NC Review - Task 2	2022	
City of Oak Hill	Parks Master Plan	2022	
	Planning Services	2021	Active
	Waterfront Overlay District	2021	
City of Oakland Park	Code Update for Neighborhood Beautification	2023	Active
City of Oldsmar	Comprehensive Plan Update and EAR	2022	Active
City of Opa-locka	Comprehensive Plan Update and EAR	2022	Active
City of Parkland	Planning Expertise and Workshops	2022	Active
City of Palm Bay	Planning Services	2019	
City of Pembroke Pines	Health Park Amendment	2023	
	Land Development Regulations Update	2019	
City of Pompano Beach	Comprehensive Plan Update	2019	Active
	Planning Services for New Residential Homes and Additions	2022	
City of Riviera Beach	Comprehensive Plan Update	2022	Active
City of South Miami	Annexation of Area SW of City	2020	
	Planning Services	2020	Active
	Downtown Planning Study for Hometown District Overlay 2.0	2022	
	Annexation Study Revision	2022	
City of Sunny Isles Beach	2020 Water Supply Plan	2020	
	Future of the North Town Center Area and Public Engagement	2020	
	Planning and Zoning Services	2022	
City of Tampa	Planning Services	2020	Active
City of Tarpon Springs	Planning Services	2019	Active
City of Treasure Island	Planning Services	2019	
City of Vero Beach	Planning Services	2023	Active
City of Weston	Planning Services	2022	
City of Wilton Manors	Planning Services	2023	Active
	Additional 1000 Dwelling Units for TOC	2022	
	Article 30 Public Input and Analysis	2021	
	TOC East Expansion	2020	
	TOC Expansion - Additional Dwelling Units	2021	
County of Highlands	Comprehensive Plan and Land Development Code Support	2022	
	Planning Services	2021	



CLIENT	SERVICE	CONTRACT START	STATUS
County of Hillsborough	Master Town Planning Consulting Services	2021	
	Planning and Zoning Services	2020	Active
	Zoning Review Services	2022	Active
County of Lee	Planning Services	2019	
County of Manatee	Planning Services	2021	
County of Pasco	Planning Services	2019	Active
County of Pinellas	Planning Services	2022	Active
County of St. Lucie	Resilience Planning Matrix WA#8	2022	
	As-Needed Planning Review	2021	
	Comprehensive Emergency Management Plan and Strategic Plan	2021	
	Planning Services	2020	Active
Town of Belleair	Planning Services	2017	Active
Town of Cutler Bay	Planning Services	2021	Active
Town of Davie	Frontier Square Plat Revisions	2021	Active
	Planning Services	2022	Active
Town of Hillsboro Beach	Planning Services	2021	Active
	Limiting Lot Size Study	2021	
	Parking Study	2020	
Town of Lake Hamilton	Parks and Trails Master Plans	2022	
	Planning Services	2021	Active
Town of Lantana	Planning Services - Landscape Reviews	2022	
Town of Lauderdale By The Sea	Planning Services	2019	Active
Town of Miami Lakes	Annexation Study Area	2022	
Town of Palm Beach	Code Amendments	2020	Active
Town of Redington Shores	Planning Services	2021	Active
Village of Biscayne Park	Land Development Code Update	2021	
	New Comprehensive Plan Property Rights Element	2022	
	Comprehensive Plan Update and EAR	2022	
	Water Supply Facilities Work Plan Update	2022	
Village of Estero	Planning Services	2020	Active
Village of Indiantown	Planning Services and Land Development Regulations	2020	Active
Village of Indian Creek	Planning Services	2023	Active
Village of Miami Shores	Comprehensive Plan FLUM Issue Review and Amendment	2022	Active
	Comprehensive Plan Update and EAR	2022	Active
Village of North Bay	Planning Services	2020	Active
Village of Palmetto Bay	Planning Services	2021	Active
Village of Pinecrest	Inspire Pinecrest Community Charrette	2021	
Village of Sea Ranch Lakes	Land Development Code Update	2022	



STAFF WORKLOAD

Calvin, Giordano & Associates, Inc. is available to begin all services specified by the City of Ocoee in the RFQ immediately after a decision has been made to utilize our services. CGA is also available to continue service on an ongoing and as-needed basis for the duration of the contract. The staff identified in this proposal will be assigned to this project and will be immediately available to the City should CGA be selected. Our company-wide project tracking system (Ajera) monitors backlog / workload projections and available budgets on a daily basis. This system allows us to know, at any moment, our ongoing project staffing requirements. If needed, the requirements for anticipated projects can be input to estimate the requirements of future tasks. We are able to allocate staffing when and where needed. To enable this, our project manager has the authority to marshal resources as needed from within the firm.

The table below demonstrates the availability of the staff members from **CGA** and the subconsultant **Weiss Serota** that we will utilize in our Planning and Zoning Code work with the City of Ocoee:

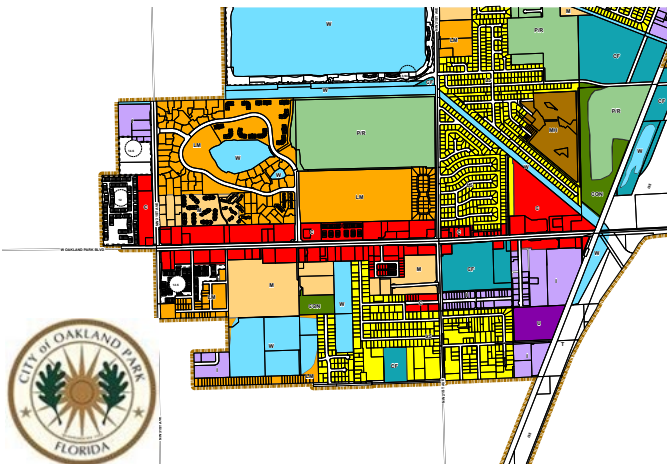
ROLE	STAFF	AVAILABILITY
Project Manager	Luis Serna, AICP	60% 
Planner	James Hickey, AICP	60% 
Planner	Alex David, AICP	60% 
Planner	Silvia Vargas, FAICP	55% 
Planner	Dave Dixon, AICP	45% 
Planner	Graham Long, AICP	60% 
Urban Design	Gianno Feoli, PLA	60% 
Legal Review SUB: Weiss Serota	Susan Trevarthen, JD, AICP	30% 



The City of Oakland Park has had the pleasure of working with Calvin, Giordano & Associates, Inc. (CGA) since 2017. CGA is currently providing Planning Consultant Services for the City which includes Planning and Zoning, Transportation Engineering, Landscape Architecture, and Data Technologies Services.

Based on my experience working with this firm, I would highly recommend their services on similar-scope projects and contracts. CGA staff has been very responsive and pays attention to detail on all aspects of the task, work orders, and projects to include schedule and budget.

— Peter Schwarz, AICP
Director of Community and Economic Development
City of Oakland Park, FL





COMPLETED PROJECTS NARRATIVES

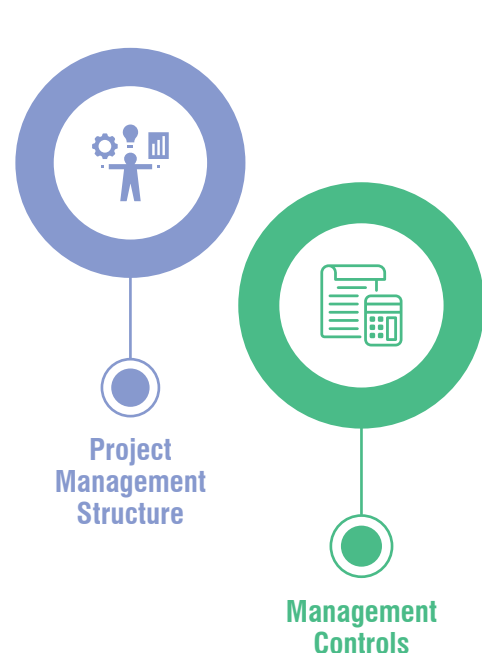
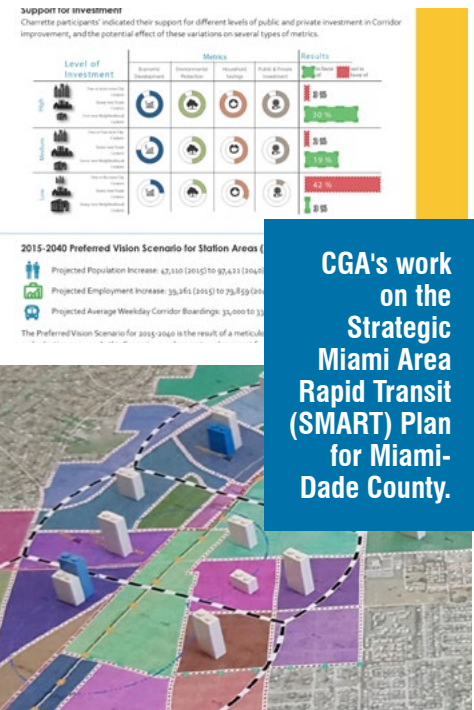
The CGA team is committed to serve the City of Ocoee and to delivering task work order assignments on-time and within budget. CGA and our subconsultant, **Weiss Serota**, have availability to fully perform the Planning and Land Use Code services the City needs. Our team of professionals has been specifically selected based on experience, past performance, and demonstrable track record of completing tasks needed within budget and on time.

Within Budget

CGA utilizes many tools to help keep the projects and tasks we work on with clients within budget. The vast majority of planning projects we have worked on across Florida have been delivered within budget. We stand by our track record of success, including budgets, with any of the clients listed as references on page 30.

An example of within-budget project delivery from CGA is our work with Miami-Dade County on its South Corridor SMART Plan. CGA was selected to be one of the General Planning Consultants for the Strategic Miami Area Rapid Transit (SMART) Plan for Miami-Dade County. Of the six rapid transit corridors identified by the County, CGA was responsible for the South Dade Transitway Corridor Study, which extends approximately 20 miles from the Dadeland South Metrorail Station south to Florida City. CGA provided professional traffic engineering, transportation planning, transit planning, and design services to supplement the Miami Dade TPO's efforts in conducting the transportation planning process for the SMART Plan. CGA assisted with developing a Land Use Scenario Plan, conducted transit planning, transportation-related technical activities; charrettes; 3D modeling; and, public outreach. One of the primary goals of these services was to develop transit-supportive land use scenarios with the ultimate goal of addressing the overall mobility of Miami-Dade County.

This large-scale, multi-modal project involved multiple variables and considerations, with the design build contract value being over \$350 million. CGA's work helped oversee and keep the project budget on track.



Project Management Structure: Our project management approach assigns communication between the City and the consultant team, coordination of the process, and responsibility for quality control of the work to a two-person project management unit at CGA, consisting of Luis Serna, AICP, Project Manager, and Jim Hickey, AICP. On an assignment-by-assignment basis, Luis and Jim will be the point of contact for the City's own project management team and the CGA team members. With decades of public and private sector planning experience in Florida, Luis is the Director of Planning for CGA's Tampa Bay Office, specializing in both current and long-range planning, including comprehensive plans, land development regulations, and site development reviews. Planner Jim Hickey is a renowned planning practitioner who, for more than 25 years, has been leading and crafting multi-scale planning projects, including land use code updates, in communities throughout Florida. These team members are leaders in project management knowledge, and budget control, with an unparalleled understanding of local needs, planning processes, and municipal visioning.

Management Controls: CGA has a proven record of meeting project budget goals. We utilize the Ajera accounting platform to manage the full project life-cycle of each project or work order. As one of our project management tools, the system controls all aspects of the project, including accounting, project management, and resource utilization in real-time. This system keeps a "live" accounting of all our project budgets, earned to date, work in progress, and estimates to complete, and is consistently tracked and utilized.



On Time

CGA knows the value that completing projects on time provides to a municipality and its residents. While this is most directly pertinent to visible public works projects, it is equally important for municipal planning. With the population growth of cities across Florida, intelligent urban planning and land-use code updating take on increasing urgency. It is imperative that a municipality consider the impacts of an increased population on its services and infrastructure and begin thinking about organizing that increase as expeditiously as possible.

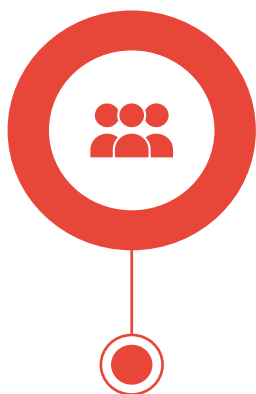
As with budget control, CGA also utilizes tools to keep projects moving, whether a tight turnaround time or a long-term project with measurable benchmarks required along the way. The staff chosen for this project were chosen for their expertise and availability. They have the capacity to deliver the services that the City of Ocoee need on the timetable needed. Further, given the large bench of qualified and experienced talent that we have, we are able to adjust levels of staffing to deliver expertise when and where it is needed most.

An example of on time project delivery from CGA is the City of North Miami. CGA was retained to lead an EAR-based amendment process for the City of North Miami and began work on the update in March 2022. As the City of North Miami prepared to celebrate its first 100 years of history in 2026, the community had an unparalleled opportunity to plan for “NoMi Beyond the Centennial”—to plan for a Future City. The Future City Comprehensive Plan sought to honor North Miami’s past accomplishments while positioning the City to steer its future boldly but wisely. The Future City Comprehensive Plan envisioned North Miami as a model for sustainable, resilient, equitable, innovative, functional, and enjoyable urban living within the region.



CGA faced time constraints to complete this EAR-based Comprehensive Plan Update, as the last update was in 2015, and per State requirements, the Plan is to be updated every seven years. Not only did the Plan need to adhere to new, additional State requirements, but it also needed to speak to shifts in local conditions and addresses four priority areas: community health and well-being, housing affordability, technology infrastructure and access, and climate change response. CGA’s planning process included robust and innovative forms of public engagement to help produce a community-driven, streamlined, well-organized, and visually rich Comprehensive Plan document—one with improved accessibility, general user-friendliness, and implementability thanks to a clear action agenda.

Our team coordinated closely with the City and worked quickly to produce a thoughtful, considered, and compliant Update that sets the City up well for its next 100 years. We are truly proud of our work on the project, especially given the City’s timeline and unique community factors.



**Manpower, Allocation
of Resources and
Scheduling**



**Timely Completion
of Projects**

Manpower, Allocation of Resources and Scheduling: The CGA team is committed to meeting the schedule and budget requirements on all assignments and providing the most qualified and dependable staff to carry out the work required under this contract to render the highest quality outcomes. Our project management system allows the CGA team to create a staffing plan months out to easily visualize and manage fluctuating workloads, ensuring that the project is appropriately staffed to carry out assignments in a timely and satisfactory fashion. The CGA leadership team will also use this tool to track project milestones and objectives, performance, project costs, and billing information for billing accuracy.

Timely Completion of Projects: Project progress will be reviewed regularly basis (at least monthly, but more frequently if needed), both with internal and external members of the team, to ensure that we are meeting the project schedule and budget as initially approved. In addition, Luis will report to the City’s management team on the project’s progress during regularly scheduled project meetings. These meetings will always review adherence to the project timeline, quality control, budget, and focus on the resolution of any project-related items.



ADDED VALUE

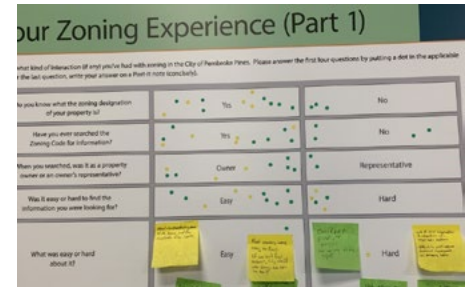
Choose any of the clients CGA has assisted for their long-term planning, master plans, land uses, and code updates, and the municipality is likely to find clear added value on any number of measures, from our staff friendliness to their deep knowledge and efficient service delivery. With the pages immediately preceding showcasing two examples of our budget and schedule control, we have chosen two other projects to highlight additional areas where we have added value to our planning clients.

City of Pembroke Pines

The City of Pembroke Pines Land Development Code was originally adopted in 1969—50 years old when CGA was retained to provide a comprehensive update. Many sections of the Code had been amended over the years—in some cases, multiple times. Because the amendments were done piecemeal, it resulted in a Code that was sometimes internally inconsistent, difficult to navigate, and overly complex. There are parts of the Code that also lacked consistency with the Comprehensive Plan and other relevant City and State documents.



The City has hired CGA to perform a major “housecleaning,” mainly targeted at updating, reorganizing, and simplifying the Code to make it more user-friendly. This effort involved providing clarification of existing language, removing conflicts between different sections, consolidating duplicate sections, adding graphics, and introducing more current planning principles reflective of best zoning practices.



The Land Development Code update process included collecting direct input from various community stakeholders and “power Code users” (contractors, developers, builders, and other high-use individuals) about issues and concerns related to the Code and solicitations of ideas from the community about improvements they would like to see introduced in the Code. CGA is able to delicately balance critical parts of a complete land use code update: the integration of fresh input, the sharpening of fragmented and inconsistent language, and the creation of a solid and sustainable basis for the City's future.

City of Wilton Manors

One major aspect of current land use code updates in Florida is helping our clients prepare for impacts of climate change. While this is critically important, it still must be balanced against enabling a city to continue to grow, as well as preserving its unique character and community attributes. The City of Wilton Manors was an excellent example of CGA being able to successfully manage such a task.



CGA was retained by the City of Wilton Manors to update their Comprehensive Plan in light of its Evaluation and Appraisal Report amendments. The amendments focused on meshing environmental sustainability with economic sustainability and community preservation. The Comprehensive Plan was updated to reflect the policies borne out of these goals.



The completion of the Update was not the end of CGA's work with the City. Due to the complex and evolving nature of land use development, the City's goals, and environmental conditions, CGA still assists the City develop in an intelligent and strategic manner. This long-term relationship brings many advantages to the City, and is a relationship we aim to build with all our clients.





Additional Service Lines

In addition the specific value we bring to our Planning service clients, CGA offers an extensive list municipal service lines, including those that intersect with the planning discipline and those that are part of a broader effort to deliver on all the needs our clients may have at a quality level and affordable rate. While a full listing of our services is provided on the right, there are a number of critical, planning-related services that CGA aims to highlight here.

Grant Management and Writing

CGA understands grant funding is critical in delivering municipal planning and capital improvement projects. We pride ourselves on not just writing grants but securing, administering and delivering on them. The changing volume and types of grants can be difficult to navigate, not to mention the grant writing process can be a daunting task, but it is imperative to write a compelling and competitive story that meets the goals of the grant. Over the years, CGA has successfully secured funding through competitive grants from federal, state and regional agencies and administered entitlement grants for our clients, allowing them to leverage funding to construct and deliver vital improvements and program to their community.

CGA staff has vast experience and success in developing and implementing Capital Improvement Projects, and extensive knowledge and experience with federal grant funding and requirements, including 2 CFR Part 200. CGA monitors grant compliance throughout a project's "life," including appropriate invoicing, reporting, grant procedural requirements so as not to jeopardize any eligibility for grant reimbursement. The complex network of federal rules and regulations requires nothing short of diligence, aggressive follow-up, troubleshooting, and we follow-up with federal agencies. We are proactive to ensure the appropriate steps are taken before problems arise, not after. CGA staff have experience participating in federal audits and have received positive audit reviews. This is possible through our team's meticulous oversight of records and documentation. This allows for efficient project close-out, quick snapshot of project progress, and accountability of funding expenditures as required for grant fund programs.

Throughout the project, the CGA team will provide technical assistance to correspond and resolve issues with the City and funding requirements regarding unforeseen hurdles with state and federal aid funding specific to eligibility and procedural requirements. Our primary goal for agencies is to successfully deliver projects efficiently, which will result in meeting fund compliance and minimizing local resources. CGA has successfully worked with many agencies in collaboration with funding agencies to meet project delivery and funding compliance.

Geographic Information Systems (GIS)

Land uses are almost always informed by the geography and topography of the land, and a robust GIS program is essential in accurately reflecting current and informing future land uses. The Data Technology and Development Department at CGA has been involved in the full spectrum of GIS development for over 16 years, inclusive of, but not limited to:

- Data Development
- Data Management
- Quality Assurance/Quality Control
- Generalized Mapping
- Data Collection
- Data Analysis
- Customized GIS Web Applications
- GIS Web Hosting



SERVICE LINES

Building Code Services

Civil Engineering/
Roadway and Highway
Design

Coastal Engineering

Code Compliance

Construction Engineering
and Inspection (CEI)

Construction Services

Data Technologies and
Development

Electrical Engineering

Environmental Services

Facilities Management

Grant Management &
Writing

Geographic Information
Systems (GIS)

Governmental Services

Landscape Architecture

Planning and Land-Use
Code

Project Management

Redevelopment and
Urban Design

Surveying and Mapping

Transportation and
Mobility Planning

Water/Wastewater
Utilities Engineering

Website Development



CGA has also been an ESRI Business Partner for over eight years. This position allows us to leverage additional resources from the world's industry leader to ensure that our client's needs and requirements are met with the highest standards.

CGA has installed an optimum GIS network environment to handle most client needs. There are two network environments specifically dedicated for GIS in an effort to provide the highest level of quality service and support. The first is the production/development environment. This network is set up exclusively for the development and testing of all data sets and applications before they go live. The second network environment is our live environment and is located at a data center. This environment and network are utilized to publish GIS data and custom GIS web applications specifically developed for our clients.

As the GIS custodian, we maintain, host, develop, and back up all client GIS data while providing an avenue for them to access their information via the web. These GIS environments will work in tandem with the GIS environment at the City. These separate environments will provide redundancy not only for the data but also for the CGA GIS professionals providing your GIS service while working cohesively to meet the needs of the City internally and from the off-site offices.

Landscape Architecture

The guiding principle of Planning and Land Use is the way a community feels to its citizens, and a critical consideration of how a community feels is its built environment, including its landscape architecture and design. The Landscape Architecture Department has a unique blend of qualified professionals who provide a variety of knowledge bases and personal expertise as an underlay to our Landscape Architectural services. They are educators, community leaders, activists, volunteers, artists, designers, and LEED-accredited Professionals. This mix of talent allows us to provide our clients with holistic, well-rounded design solutions that, beyond considering all the functional and implementation-related issues needed to be resolved, ensure a design product that, once built, will provide for longevity, experience, value, and the unique identities essential to establishing community branding. This is supported by our qualified, award-winning staff, including Professional Landscape Architects with more than 60 years of collective professional experience, and by a strong team of supporting experts.

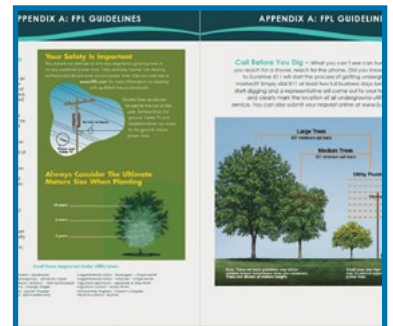
CGA's Landscape Architecture Department has considerable talent and ability within its ranks, and has the added resources within the company to provide all services—expected as well as unexpected—that may be needed during the course of any landscape architecture project. The Landscape Architectural Department has been able to successfully complete less traditional tasks, including applying for and obtaining grants to fund landscaping projects, such as Beautification Grants for roadside landscaping for the cities of Dania Beach, Fort Lauderdale, Miramar, Oakland Park, Pembroke Pines, Pompano Beach, Tamarac, West Park, and Weston.

Customer satisfaction is our primary goal, whether a project involves development or redevelopment, inspection, reporting or design, private client or a public entity.

While Landscape Design is a stronghold of our services, we also provide a broad array of project experiences. A few of these include hardscape, greenway, and streetscape design; recreational and park facilities design; municipal landscape code review and inspection services; redevelopment master planning; arborist and vegetation services; and, of course, the design and development of planting plans for various conditions, including parks and open spaces, roadway and roundabout beautification, environmental mitigation, buffer creations, and site planting design.

Transportation and Mobility Planning

Changes in land use leads to changes in travel and mobility patterns, whether it be vehicle traffic, pedestrian and bicycle pathway needs, or public transit utilization. The CGA Transportation and Mobility Department has specialized in the provision of transportation planning and traffic engineering services to a variety of municipalities, offering an in-depth understanding of the regulatory framework and fiscal boundaries under which local governments operate. Our division is skilled and responsive to a wide variety of transportation planning and traffic operations concerns, ranging anywhere from the development of traffic performance standards for a newly incorporated city to the design and implementation of new signal technology along a historically congested corridor.





Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

REFERENCES

CGA encourages the City of Ocoee to contact the following five references who can speak to the quality and efficiency of our work, the expertise and friendliness of our staff, and the overall satisfaction received from working with us for their planning and land use code needs.



CITY OF BELLEVUE Planning Services

**Shawna Chancey, MPA, Development Services
Director**

schancey@bellevuefl.org | 352.245.7021 ext. 2107
5343 SE Abshier Boulevard
Bellevue, FL 34420



VILLAGE OF INDIANTOWN

Land Development Code Services

Althea P. Jefferson, AICP, Planning Director

ajeffer@indiantownfl.gov | 772.597.9900
16550 SW Warfield Boulevard
Indiantown, FL 34956



CITY OF BELLEAIR BLUFFS

Land Use and Zoning Code Updates

Debra S. Sullivan, MMC, City Administrator

dsullivan@belleairbluffs-fl.gov | 727.584.2151 ext. 101
2747 Sunset Boulevard
Belleair Bluffs, FL 33770



CITY OF WILTON MANORS

Planning and Land Use Code Services

Roberta Moore, Community Development Director

rmoore@wiltonmanors.com | 954.390.2180
2020 Wilton Drive
Wilton Manors, FL 33305



CITY OF MARGATE

Zoning Code Update

Elizabeth Taschereau, Development Services Director

etaschereau@margatefl.gov | 954.884.3686
5790 Margate Blvd.
Margate, FL 33063



Client

City of Belleview, Florida
5343 SE Abshier Boulevard
Belleview, FL 34420

Contact Information at Time of Project:

Shawna Chancey, MPA
Development Services Director
352.245.7021
schancey@belleviewfl.org

Project Date

October 2020 - Ongoing

Services Provided

Park Master Planning
Evaluation and Appraisal Review (EAR)
Report
Comprehensive Plan Amendments
Technical Assistance Grant Application

Firm's Fees

\$ 47,000.00

Construction Cost

\$ N/A

COMPREHENSIVE PLAN UPDATE Belleview, FL



Calvin, Giordano & Associates, Inc. (CGA) provided master professional services in connection with their required planning update. During their required once-every-seven-year review of their Comprehensive Plan, the City of Belleview notified the Florida Department of Economic Opportunity (FDEO) that the City needed to update its Plan in response to new State of Florida legislation and to reflect changes in the City since the last update. The City requested that Calvin, Giordano and Associates (CGA) assist with the completion of an FDEO Technical Assistance Grant to help fund the update and requested that CGA complete an Evaluation and Appraisal Review (EAR) Report and draft the necessary Plan amendments.

Our services included assisting the City with coordinating public participation on the project, researching changes to State legislation since the last Plan update, and addressing changing conditions in the City. Among the City's primary concerns was revising policies to make the Comprehensive Plan consistent with Marion County's approach to transportation and public school concurrency. The City boundaries have also grown significantly through annexation since the last Plan update, and the City expressed a desire to consider new policies to promote the area around Lake Lillian as an activity center for this expanding City. The City of Belleview has enthusiastically embraced this update process as an opportunity to improve its Comprehensive Plan to better reflect the long-term vision for the community.



Client

Village of Indiantown
16550 SW Warfield Boulevard
Indiantown, FL 34956

Contact Information at Time of Project:

Althea P. Jefferson, AICP
Director
772.597.9900
AJefferson@indiantownfl.gov

Project Date

2019 - Ongoing

Services Provided

Preparation of the Village Land
Development Regulations
Planning & Zoning
Development Application Review
Code Amendments
Landscape Architecture
Parking Regulations

Firm's Fees

\$ 110,000.00

Construction Cost

\$ Not Applicable

LAND DEVELOPMENT CODE

Indiantown, FL



The Village of Indiantown contracted with CGA to assist the Village in preparing its first Land Development Regulations (LDRs). This year-long process culminated in the adoption of the Village's first Land Development Regulations on November 12, 2020. The LDRs include all zoning district, landscape, parking, signage, floodplain management regulations, and administrative processes necessary to have a complete code. The LDRs are consistent with the Indiantown 2040: It Takes a Village Comprehensive Plan.

CGA Staff currently assists the Director as needed with building plan/permit review, landscape review, managing reviews of large-scale development applications, providing information to the public and development community and other administrative day-to-day services.



Client
City of Belleair Bluffs
2747 Sunset Blvd.
Belleair Bluffs, FL 33770

Contact Information at Time of Project:
Debra S. Sullivan, MMC
City Administrator
727.584.2151 ext. 101
dsullivan@belleairbluffs-fl.gov

Project Date
2018 - 2019

Services Provided
Planning
Zoning
Land Use
Code Updates and Amendments
Comprehensive Plan Amendments

Firm's Fees
\$ Task Order Based

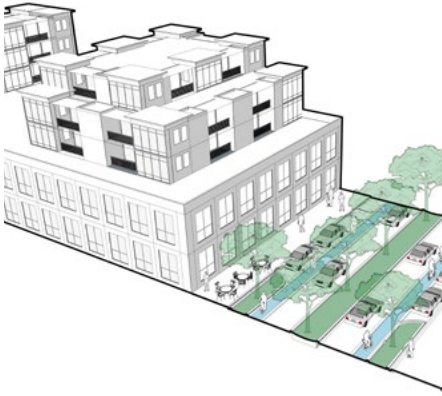
Construction Cost
\$ N/A

LAND USE AND ZONING CODE UPDATES Belleair Bluffs, FL



Calvin, Giordano & Associates, Inc. (CGA) provided professional services in connection with the planning, land use, and zoning code updates for the City. CGA staff reviewed the current municipal land use code and worked with the City on long-term goals to ensure that updates move the City in a more economically and environmentally sustainable community, as well as remaining consistent and legally compliant. Recommendations included changes to the zoning districts, setback distance changes, and lot width changes, to name a few — all with the intention of streamlining housing and redevelopment.

CGA staff presented the changes as an ordinance and discussed the updates with the City Commission, who later voted to adopt the changes.



Client
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305

Contact Information at Time of Project
Leigh Ann Henderson
City Manager
954.390.2120
lhenderson@wiltonmanors.com

Project Date
2017-2019

Services Provided
Planning and Zoning
Transportation Engineering
Landscape Architecture
Data Technologies

Firm's Fees
\$ 72,850.00

Construction Cost
\$ Not Applicable

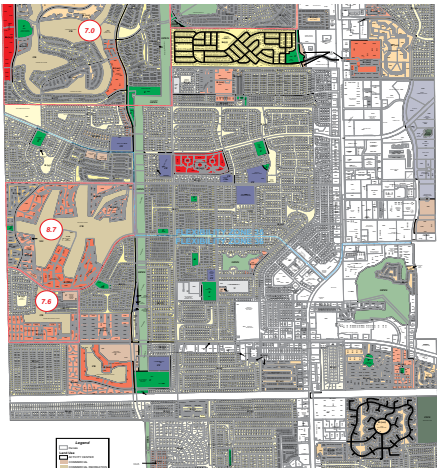
COMPREHENSIVE PLAN UPDATE City of Wilton Manors, FL



In 2018, the City of Wilton Manors contracted with CGA to prepare the City's Evaluation and Appraisal Review (EAR) and associated EAR-based amendments to the City's Comprehensive Plan. A major focus of the Comprehensive Plan update was to incorporate Florida Statute Peril of Flood requirements into the Coastal Management Element and other elements as required. CGA worked closely with the City and DEO staff to complete the update. The Plan was found to be in compliance by DEO in early 2019.

The City also wanted sustainability and resiliency strategies related to potential impacts from sea level rise and climate change to be addressed during the Comprehensive Plan update. Numerous resiliency goals, objectives, and policies were added to each element of the Plan rather than concentrated in one particular element.

CGA has continued to work with the City to ensure that the Unified Land Development Code is consistent with and supports the goals, objectives, and policies identified in the Comprehensive Plan update. Recently, CGA completed the Wilton Manors Urban Form and Density study, which examined the potential to accommodate additional density in select parts of the City, with appropriate form recommendations to maintain compatibility and protect existing single-family residential neighborhoods. CGA facilitated a public engagement process to address and inform the delicate topic of density, including a series of educational videos. As a result of this process, CGA has been assisting the City in expanding the designation of higher-density Transit-Oriented Corridors in accordance with the Urban Form and Density study recommendations.



Client
City of Margate
5790 Margate Blvd.
Margate, FL 33063

Contact Information at Time of Project:
Elizabeth Taschereau
Development Services Director
954.884.3686
etaschereau@margatefl.gov

Project Date
2020 - 2022

Services Provided
Planning
Zoning
Land Use
Code Updates
Comprehensive Plan Updates

Firm's Fees
\$ 161,995.00

Construction Cost
\$ N/A

PLANNING SERVICES AND ZONING CODE UPDATE

Margate, FL



Calvin, Giordano & Associates, Inc. (CGA) has provided professional services to the City of Margate since 2020, including planning, zoning, and building department services. Our first service provided to the City was a Zoning Code Update, and then expanded to include Planning Consulting services.

Our Zoning Code work for the City was divided into two separate phases, with each phase involving a review of the City Code, drafting proposed changes, conducting public workshops and soliciting feedback, and ensuring adoption of the Code changes. Phase 1 included Administrative, Streetscapes and Sidewalks, Waterway and Drainage, and Floodplain code updates, with a completion year of 2020. Phase 2 included Landscaping, Land Development Code, and Zoning Map updates, with completion at the end of 2021.

TAB 3



Hourly Rates and Required Forms



Tab 3 - Hourly Rates & Required Forms

EMPLOYEE RATES

Please see CGA's standard rate sheet below, effective July 17, 2023.

Principal	252.00	CONSTRUCTION	
Contract Administrator	232.00	Associate, Construction	225.00
Project Coordinator	117.00	Senior Project Engineer (CEI)	202.00
Executive Assistant / Clerical	86.00	Project Administrator (CEI)	202.00
ENGINEERING		Construction Management Director	167.00
Associate/Director, Engineering	225.00	Construction Manager	152.00
Sr. Project Manager	196.00	Senior Inspector	125.00
Project Manager	179.00	Inspector	113.00
Project Engineer	157.00	Inspector Aide	113.00
Engineer	133.00	Construction Coordinator	113.00
Jr. Engineer	117.00	Resident Compliance Specialist	113.00
Senior CADD Tech	135.00	GOVERNMENT SERVICES	
CADD Technician	115.00	Associate, VP	225.00
Permit Administrator	109.00	Director of Code Enforcement	176.00
Engineering Site Plan Review	179.00	Director of Building Code	176.00
LANDSCAPE ARCHITECT		Project Manager	179.00
Associate/Director, Landscape Architect	225.00	Code Enforcement Field Supervisor	133.00
Senior Landscape Architect/Urbanist	180.00	Code Enforcement Field Inspector	113.00
Environmental Administrator	150.00	Building Official	138.00
Environmental Specialist	125.00	Building Plans Reviewer	119.00
Environmental Assistant	115.00	Building Inspector	113.00
Landscape Architect/Urbanist	165.00	Permit Processor	90.00
Senior CADD Tech	135.00	SURVEYING	
CADD Technician	115.00	Associate/Director, Surveying	225.00
Landscape Inspector/Arborist	125.00	Senior Registered Surveyor	178.00
Landscape Site Plan Reviewer	170.00	Survey Crew	164.00
Jr. Landscape Architect/Urbanist	150.00	Registered Surveyor	159.00
Landscape Designer	125.00	Survey Coordinator	128.00
Jr. Landscape Designer	110.00	CADD Technician	115.00
Landscape Analyst	80.00	3D Laser Scanner	451.00
PLANNING		G.P.S Survey Crew	198.00
Associate/Director, Planning	225.00	DATA TECH DEVELOPMENT	
Planning Administrator	183.00	Associate, Data Tech Dev.	225.00
Principal Planner	178.00	GIS Coordinator	178.00
Planning Manager	178.00	GIS Specialist	152.00
Senior Planner	152.00	Multi-Media 3D Developer	135.00
Planner	128.00	GIS Technician	117.00
Assistant Planner	111.00	Sr. Applications Developer	225.00
Planning Technician	86.00	Applications Developer	167.00
Grants Administrator	183.00	Network Administrator	187.00
Grants Coordinator	128.00	System Support Specialist	135.00
EXPERT WITNESS		IT Support Specialist	102.00
Legal Review/Weiss Serota		INDOOR AIR QUALITY SERVICES	
Principal/Associate	398.00	Sr. Environmental Scientist	150.00
Registered Engineer/Surveyor	337.00	Environmental Scientist	125.00
Project Engineer	276.00		

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.



REQUIRED FORMS

Calvin, Giordano & Associates presents the required forms requested by the City for this solicitation below and on the following pages.

I. Summary of Litigation

Please find the history of our litigation below for cases related to our business services for the last five (5) years.

OPEN

Case Name	Details	Date Filed	Comments
Florida			
Grapeland (Staybridge Suites) Intent to sue	Plaintiff contracted for construction of a hotel. Post completion, defects were discovered, including water leaks. Multiple parties are defendants. Allegations against MTCI relate to improper inspection and include breach of contract, professional negligence and breach of FL Stat. 553.84.	10/19/21	Tentative settlement reached, but not yet finalized.
Estate of Kasen Baker	MTCI received letter regarding a drowning at a pool.	Complaint filed on 9/30.	Plaintiff alleges that the fencing around the pool was improperly secured. Demand letter sought policy limits of \$10M. Actions was filed on 2/17/23. Lenar has tendered the action to MTCI.
Detwiler-Erwin v. CGA	Allegation of negligent permitting, plan review and inspection	Second amended complaint 2/17/22	Matter has proceeded. Plaintiff has made a mediation demand against CGA and another defendant for the full amount claimed, which it now estimates will be ~\$850K. A principal defendant appears to be in bankruptcy. We are attempting to minimize the repair cost estimate, which is the majority of the \$850K. It does not appear that most damages relate to our work. Mediation is set for 6/23/23. Do not expect to close case at that time.

CLOSED

Case Name	Details	Date	Comments
Florida			
Kupsis v. Cooper	Kupis alleges that we failed to properly issue a permit. Kupis got a permit to put a new roof over existing building and then tried to get a separate permit to add walls connecting the new roof to the old walls and to tear out the old roof. Our view was that this constituted improper piecemealing of the project.	06/24/21	Settled for \$2K
Bridgeport Condo Assoc - Notice	Allegations of negligent permitting and inspection, particularly as to the roof.	No complaint. 2/24/2022	Closed due to no further action



Reyes v. SAFEbuilt - Auto	One of our employees was involved in an auto accident in which the other driver suffered serious injuries. Our driver entered roadway and was moving to left lane when the other vehicle hit the rear quarter-panel of the SB vehicle. Plaintiff lost an eye. Case settled for \$2M.	12/21/21	Plaintiff lost one eye. Demand was for \$5.1M, but case was settled after mediation for \$2M.
Sage Beach Condo. Ass'n Inc. V. PMG Driftwood LLC, et al.	Condominium alleged a construction defect case against the Developer and the General Contractor Calvin Giordano for poor construction of the building. Case against Calvin Giordano alleges negligence, breach of contract, and violation of the Florida Building Codes Act.	10/22/20	Calvin, Giordano & Associates has been dismissed from this action as a defendant.

J. Addendum Acknowledgment

CGA acknowledges receipt of the following addenda:

No. 1 Dated September 7, 2023

No. 2 Dated September 13, 2023

No. Dated

No. Dated



EXHIBIT "A"
RFQ CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- ☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

Calvin, Giordano & Associates, Inc.

Firm Name

Signature

Chris Giordano, President and CEO

Name and Title (Print or Type)

September 12, 2023

Date

EXHIBIT "B"
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Respondent, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent: Calvin, Giordano & Associates, Inc.

Signed: _____

By: _____

Chris Giordano

(Print or Type Name)

Title: _____

President and CEO

Date: _____

September 12, 2023

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFQ #23-010

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS, AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE.

Calvin, Giordano & Associates, Inc.
COMPANY NAME

954.921.7781
TELEPHONE (INCLUDE AREA CODE)
954.921.8807
FAX (INCLUDE AREA CODE)
cgiordano@cgasolutions.com
E-MAIL ADDRESS



AUTHORIZED SIGNATURE (manual)

Chris Giordano, President and CEO
NAME/TITLE (PLEASE PRINT)

1800 Eller Drive, Suite 600
STREET ADDRESS

Fort Lauderdale, FL 33316
CITY STATE ZIP

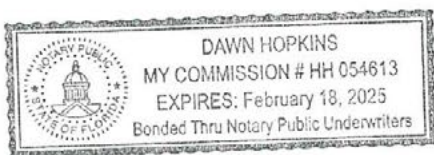
FEDERAL ID #65-0013869

____ Individual ☒ Corporation ____ Partnership ____ Other (Specify) _____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this 12th day of September, 2023.

Personally Known ☒ or
Produced Identification _____

(Type of Identification)



Notary Public - State of Florida
County of Broward
Dawn Hopkins
Signature of Notary Public
Dawn Hopkins
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT "D"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Calvin, Giordano & Associates, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Calvin, Giordano & Associates, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Chris Giordano, President and CEO

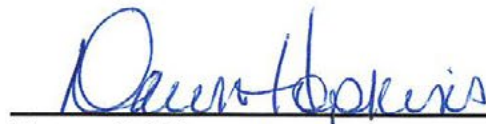
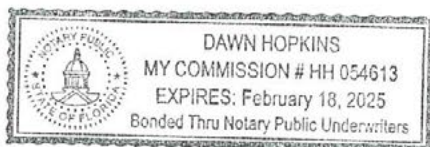
Date: September 12, 2023

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this September 12, 2023 (date) by Chris Giordano (name of officer or agent, title of officer or agent) of Calvin Giordano & Associates, Inc. (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public



Name typed, printed or stamped

My Commission Expires: 02/18/25

Company ID Number: 1394267

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer	
CGA, Inc.	
Name (Please Type or Print) Gary A Amato	Title
Signature Electronically Signed	Date 03/22/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/22/2019

Company ID Number: 1394267

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	CGA, Inc.
Company Facility Address	1800 Eller Drive, Suite 600 Suite 140 Fort Lauderdale, FL 33316
Company Alternate Address	
County or Parish	BROWARD
Employer Identification Number	650013869
North American Industry Classification Systems Code	541
Parent Company	SAFEbuilt
Number of Employees	100 to 499
Number of Sites Verified for	29

Company ID Number: 1394267

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

CALIFORNIA	3 site(s)
COLORADO	1 site(s)
FLORIDA	3 site(s)
GEORGIA	1 site(s)
ILLINOIS	3 site(s)
MICHIGAN	3 site(s)
MINNESOTA	2 site(s)
NORTH CAROLINA	1 site(s)
OHIO	3 site(s)
SOUTH CAROLINA	1 site(s)
TENNESSEE	1 site(s)
VIRGINIA	1 site(s)
WASHINGTON	3 site(s)
WISCONSIN	3 site(s)

Company ID Number: 1394267

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Tanya Gomes
Phone Number (954) 766 - 2726
Fax Number
Email Address tgomes@safebuilt.com

Name Adam A Morgan
Phone Number (970) 286 - 1473
Fax Number
Email Address amorgan@safebuilt.com

Name Arelis Valero
Phone Number (954) 266 - 6464
Fax Number
Email Address avalero@safebuilt.com

Name Gary A Amato
Phone Number (970) 292 - 2227
Fax Number
Email Address gamato@safebuilt.com

Name Tepi Hanson
Phone Number (970) 699 - 5952
Fax Number
Email Address tepihanson@safebuilt.com



Building Custom Solutions



CITY OF OCOEE

REQUEST FOR QUALIFICATIONS
(RFQ) #23-010

PROFESSIONAL PLANNING SERVICES FOR
THE CITY OF OCOEE'S LAND
DEVELOPMENT CODE UPDATE



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PROFESSIONAL PLANNING SERVICES FOR THE CITY OF OCOEE'S LAND
DEVELOPMENT CODE UPDATE

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** Submit with qualification package*

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Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the “City”) is soliciting sealed statements of qualifications for **RFQ #23-010 Professional Planning Services for the City of Ocoee’s Land Development Code Update**. The City is undertaking an update of its Land Development Code (LDC) to develop standards that foster the type, scale and form of growth envisioned by the City’s Comprehensive Plan and Special Area and Overlay Plans while continuing to preserve environmentally sensitive and unique areas within the City. The desired firms or individuals (respondents) will have a combination of the land use, site design, code writing, legal, and public outreach skills needed to develop a hybrid form-based Code that protects the character of the City and define urban possibilities, particularly within the City’s Downtown Area, to achieve the desired City vision. Qualification Packages will only be accepted electronically through Bonfire, a free e-Procurement platform, **until 2:00 p.m., local time, on September 19, 2023**. Qualification Packages received after that time or through any other method will not be accepted under any circumstances. Qualification Packages that have been timely received through Bonfire will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at <https://www.ocoe.org/959/Public-Bid-Meetings>. All questions regarding this RFQ shall be in writing to Olena Stokych, Purchasing Analyst, Finance Department/Purchasing, ostokych@ocoe.org. No Pre-Submittal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting a statement of qualifications at no charge through Bonfire by accessing the City’s published solicitation page at <https://ocoe.bonfirehub.com>. For more information, visit <https://www.ocoe.org/323/Purchasing>. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Bonfire e-Procurement Platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, August 20, 2023.

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS “RFQ” #23-010
PROFESSIONAL PLANNING SERVICES FOR THE CITY OF OCOEE’S LAND
DEVELOPMENT CODE UPDATE

A. INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Ocoee, Florida, in conformance with the policies and procedures of the City of Ocoee (City), is soliciting statements of qualifications from experienced planning consulting firms or individuals that are interested in providing Professional Planning Services for the City of Ocoee’s Land Development Code Update. The City is undertaking an update of its Land Development Code (LDC) to develop standards that foster the type, scale and form of growth envisioned by the City’s Comprehensive Plan and Special Area and Overlay Plans while continuing to preserve environmentally sensitive and unique areas within the City. The desired firms or individuals (respondents) will have a combination of the land use, site design, code writing, legal, and public outreach skills needed to development a hybrid form-based Code that protects the character of the City and define urban possibilities, particularly within the City’s Downtown Area, to achieve the desired City vision.
2. The City intends to award a contract to one (1) Consultant (Respondent, Proposer, Bidder) deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider the Evaluation Criteria set forth in this RFQ. The firm selected by the City will provide professional planning services for the City’s update of its Land Development Code.
3. Prospective Respondents may secure a free copy of the documents required for submitting a statement of qualifications through the Bonfire platform by accessing the City’s published solicitation page at <https://occoee.bonfirehub.com>. For more information visit <https://www.occoee.org/323/Purchasing>. Prospective Respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Bonfire platform; there is no charge to use Bonfire. Partial sets of documents required for submitting a statement of qualifications will not be issued.
4. The City **ONLY** accepts electronic solicitation responses online through the City’s Bonfire platform at <https://occoee.bonfirehub.com>. This link can also be accessed through the City’s website at <https://www.occoee.org/323/Purchasing> under the ***Current Open Solicitations*** menu. All submissions for this RFQ **MUST** be submitted electronically through the Bonfire Platform, submissions received in any other format will not be accepted; paper, fax, or e-mailed submissions will NOT be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

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

Once registered with Bonfire, Respondents can submit a bid securely at <https://ocoe.bonfirehub.com>, any time before the submission deadline, by clicking the “PREPARE YOUR SUBMISSION” under the solicitation. An instructional video is provided for an overview of the submission process. Once Respondent’s bid has been submitted, Respondent will receive a date/time stamp confirmation within the Bonfire platform and an email from Bonfire confirming the submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the submission deadline. Respondents are encouraged to allow ample time to upload and submit their qualification package as the system will automatically lock responses upon the submission deadline. A virtual public bid opening will be held on the date and time indicated in this RFQ. Details on how to access the virtual bid opening will be posted on Bonfire once available and will also be posted on the City’s website at <https://www.ocoe.org/959/Public-Bid-Meetings>.

5. The Submission Deadline for this RFQ is **2:00 p.m., local time, on September 19, 2023.** Respondents shall submit one (1) complete electronic copy of their qualification package on the Bonfire Platform. Qualification packages must be received by Bonfire no later than the Submission Deadline stated above. Any attempt to submit a qualification package after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the qualification package **uploaded and submitted** on the Bonfire Platform prior to the Submission Deadline.

File Uploads – Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Platform. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Respondents will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

6. The deadline for receipt of questions is **2:00 p.m., local time on September 12, 2023**. Questions received after that time may not be answered. The City will receive questions regarding this RFQ only through written inquiries directed to Olena Stokych, Purchasing Analyst by email at ostokych@ocoe.org OR through the RFQ project file on Bonfire. Any clarifications/changes will be made by way of written addenda only, issued by the Purchasing Analyst and posted on Bonfire.
7. Prospective Respondents should contact the Purchasing Analyst for information regarding this RFQ and should not contact other City staff or other City consultants for information regarding this RFQ before the project award date. Any contact with any other member of the City Staff, City Commission, or its Agents during the RFQ, award, and protest period may be grounds for Respondent disqualification.
8. Action on qualification packages is expected to be taken by the City Commission within approximately ninety (90) days of the submission opening date; however, no guarantee or representation is made herein as to the time between receipt of the qualification package and subsequent City Commission action. An estimated schedule is provided below.
9. All applicable laws and regulations of the United States, the State of Florida, and the City of Ocoee will apply to any resulting Agreement.
10. The successful Respondent shall be required to execute an Agreement, in form and content acceptable to the City, indemnifying and holding harmless the City, its officials, officers, employees, and agents from all claims.
11. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME):** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. See Florida Statute 287.133 (2) (a).
12. **FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Respondents are requested, however, to identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to

this solicitation become the property of the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

13. **PUBLIC RECORDS COMPLIANCE:** The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. Contractor agrees to comply with Florida's Public Records Law. Specifically, Contractor shall:
 1. Keep and maintain public records required by City to perform the service.
 2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City.
 4. Upon completion of the contract, Contractor agrees to transfer at no cost to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public record to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.
 5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under § 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, CCDL@OCOEE.ORG, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.

14. **PATENT INDEMNITY:** Except as otherwise provided, the successful respondent agrees to indemnify City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder.

Further, the Respondent shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials.

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

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

16. **CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:**

- a) Respondent declares that the only persons or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of a contract for the described services.
- b) Respondent certifies that no City Commissioner, other City Official, or City employee directly or indirectly owns assets or capital stock of the Responding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit applies to any members of his or her immediate family)
- c) Respondent certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the

- provision of services, Respondent agrees to immediately notify the City in writing. **Complete and submit the attached form with qualification package.**
- d) Respondent further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFQ has occurred, and that the proposal is made according to the provisions of the RFQ documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFQ documents.
 - e) Respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Respondent offers and agrees that if this negotiation is accepted, the Respondent will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Respondent. The proposal constitutes a firm and binding offer by the Respondent to perform the services as stated.
17. Drug-Free Workplace: Provide a statement concerning the Respondent's status as a Drug-Free Workplace or evidence of an implemented drug-free workplace program. **Complete and submit the attached form with qualification package.**
18. Scrutinized Companies: Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that the Bidder is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, Bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Bidder agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if Bidder is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
19. E-VERIFY REGISTRATION AND USE.

By entering into the Contract, the awarded Contractor is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but

is not limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

- A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - (iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Completed the attached Contractor E-Verify Affidavit and submit with qualification package.

B. INSURANCE TERMS AND CONDITIONS

The successful Respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional Liability Insurance (Design Errors and Omissions in the amount of \$1,000,000) in the form of a certificate of insurance issued on behalf of the City of Ocoee and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below with deductible amounts acceptable to the City. The selected consultant shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the consultant allow any subconsultant to commence work on a subcontract until all similar insurance required of the subconsultant has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer in accordance with Ch. 440 of the Florida Statutes.

1. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant and/or subconsultant providing such insurance.
2. Workers' Compensation Insurance: The Consultant shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Consultant's employees connected with the work of this project and, in the event any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Consultant shall provide, and cause each subconsultant to provide adequate insurance, satisfactory to the City, for the protection of the Consultant's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.
3. Consultant's Public Liability and Property Damage Insurance: The Consultant shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Consultant and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant, and the amounts of such insurance shall be the minimum limits as follows:
4. Automobile Bodily Injury Liability & Property Damage Liability
 - \$1,000,000 Combined single limit per occurrence (each person, each accident)
 - All covered automobile will be covered via symbol 1

- Liability coverage will include hired & non-owned automobile liability
 - Include Waiver of Subrogation in favor of The City of Ocoee
5. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Consultant is primary and non-contributory.
 - \$2,000,000 GENERAL AGGREGATE
 - \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
 - \$1,000,000 PER OCCURRENCE
 - \$1,000,000 PERSONAL & ADVERTISING INJURY
 - Include Waiver of Subrogation in favor of the City of Ocoee
 6. Professional Liability Insurance
 - Design Errors and Omissions in the amount of \$1,000,000
 7. Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Consultant shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the Consultant's policy, as specified above.
 8. Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the named insured's general supervision of the independent consultant. The Consultant shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000, and per occurrence, \$2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.
 9. Contractual Liability: If the project is not bonded, the consultant's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
 - \$1,000,000 PER OCCURRENCE
 - \$2,000,000 AGGREGATE

Commercial Umbrella

 - \$1,000,000 PER OCCURRENCE
 - \$2,000,000 Aggregate
 - Including Employer's Liability and Contractual Liability

Builders Risk: (Not Applicable)
 10. Certificates of Insurance: Certificate of Insurance Form (see sample below), naming the City of Ocoee as an additional insured will be furnished by the Consultant upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Analyst. This certificate shall be dated and show the following:

- | ACORD CERTIFICATE OF LIABILITY INSURANCE | | OP ID JC
FRAZE-1 | DATE (MM/DD/YYYY)
11/04/04 |
|--|---|---|---|
| PRODUCER

 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED

<div style="text-align: center;">Contractor's Name
Address</div> | | INSURERS AFFORDING COVERAGE
INSURER A: AM Best Rating A- or Better
INSURER B:
INSURER C:
INSURER D:
INSURER E: | NAIC #

 |
| COVERAGES
THE POLICIES OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | |
| INSR ADD'L TR INSR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) |
| ☒ | GENERAL LIABILITY
☒ COMMERCIAL GENERAL LIABILITY
<div style="border: 1px solid black; padding: 2px;">CLAIMS MADE</div> ☒ OCCUR

<div style="border: 1px solid black; padding: 2px;">GEN'L AGGREGATE LIMIT APPLIES PER:</div>
<div style="display: flex; justify-content: space-between;"> <div>☐ POLICY</div> <div>☒ PRO-JECT</div> <div>☐ LOC</div> </div> | | |
| LIMITS
EACH OCCURRENCE \$ 1,000,000
DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
MED EXP (Any one person) \$ 5,000
PERSONAL & ADV INJURY \$ 1,000,000
GENERAL AGGREGATE \$ 2,000,000
PRODUCTS - COM/PROP AGG \$ 2,000,000 | | | |
| | AUTOMOBILE LIABILITY
☒ ANY AUTO
☐ ALL OWNED AUTOS
☐ SCHEDULED AUTOS
☒ HIRED AUTOS
☒ NON-OWNED AUTOS | | |
| COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000

BODILY INJURY (Per person) \$

BODILY INJURY (Per accident) \$

PROPERTY DAMAGE (Per accident) \$ | | | |
| | GARAGE LIABILITY
☐ ANY AUTO | | |
| AUTO ONLY - EA ACCIDENT \$
OTHER THAN AUTO ONLY: EA ACC \$
<div style="display: flex; justify-content: space-between;"> <div>AGG \$</div> <div></div> </div> | | | |
| ☒ | EXCESS/UMBRELLA LIABILITY
☒ OCCUR ☐ CLAIMS MADE

<div style="border: 1px solid black; padding: 2px;">DEDUCTIBLE</div>
<div style="border: 1px solid black; padding: 2px;">RETENTION \$</div> | | |
| EACH OCCURRENCE \$ 1,000,000
AGGREGATE \$ 2,000,000
\$
\$
\$ | | | |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?
If yes, describe under SPECIAL PROVISIONS below | | | |
| OTHER
Builders Risk | | | |
| WC STATUS:
☒ E.L. EACH ACCIDENT \$ 500,000
☐ E.L. DISEASE - EA EMPLOYEE \$ 500,000
☐ E.L. DISEASE - POLICY LIMIT \$ 500,000 | | | |
| Any 1 Loc 100,000
Any 1 Occ 1,000,000 | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk. | | | |
| CERTIFICATE HOLDER

<div style="text-align: center;">City of Ocoee
150 N. Lakeshore Drive
Ocoee FL 34761-2258</div> | | CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE | |

SAMPLE

C. SCOPE OF SERVICES

The City of Ocoee desires to update its Land Development Code (“LDC”) to ensure consistency with the Comprehensive Plan and achieve the vision and goals established by the approved Ocoee Downtown Master Plan, Community Redevelopment Area (“CRA”) Special Development Plan, and State Road (“SR”) 429 Overlay Area, inclusive of the Plant Street, Business Center and Interchange Village Character Areas, as well as industry best practices and current laws. The City’s current LDC includes a patchwork of amendments intended to help the City develop walkable urban activity centers; however, because it was originally drafted to facilitate automobile-oriented suburban development, the current LDC often conflicts with the City’s efforts to shift from a suburban to a more urban, walkable, sustainable city. The City has recently completed an audit of the LDC, and this LDC update will be based on the findings and recommendations of that Audit. A qualified Statement or Response will demonstrate the firm’s ability to utilize its land use law, code writing, land use planning, urban design, form-based code, and public outreach expertise to:

- Implement the Comprehensive Plan and various Master and Special Area Plans by identifying sustainable regulations and strategies to shift the City from a suburban to a more urban character and enhance mobility, economic vitality and the overall quality of life through better site design standards;
- Create standards that foster mixed-use and multi-use development and redevelopment within the Downtown Overlay Area and other Overlay Areas using different character, intensity and scale of development and the integration of complementary mixed uses based on the desired context of the area;
- Modify and expand the list of land uses in Table 5-1 (Permitted Use Regulations) to provide a full range of land uses that are likely to occur within the City;
- Eliminate internal inconsistencies and conflicting standards that have resulted from patchwork amendments;
- Reorganize, consolidate, and supplement Article IV (Procedures), Article V (Land Use and Density Regulations) and Article VI (Design and Performance Standards) as recommended by the LDC Audit;
- Review and update Article VIII (Signs) to account for strict scrutiny of content-based sign regulations imposed by *Reed v. Gilbert* and to create standards for the placement, design, scale, aesthetics and architectural elevations of signage in the City based off of the new urban framework; and
- Draft a hybrid form-based Code, supplemented by clear illustrations and graphics as appropriate and needed, that provides site design and architectural guidelines and regulations that will not only be easily implemented but also effective in discouraging, limiting or eliminating monotonous street fronts, building elevations, rooflines and auto-centric site designs and development patterns.

While firms are encouraged to propose modifications to the individual tasks that improve the efficiency and effectiveness of the LDC Update process and resulting LDC, the firm shall provide a scope of services that generally includes the following tasks in order to accomplish the above listed objectives and a budget with estimated man-hours for accomplishing such tasks.

Task 1. Project Orientation and Document Review. After securing documents provided by the Project Management Team, the Consultant will review applicable documents, specifically the LDC Audit, and meet with staff to discuss the findings and recommendations of the Audit and, if determined to be needed, conduct a windshield survey of the City with the Project Management Team and reach a common understanding of project objectives, schedules, protocols, and deliverables.

Task 2. Matrices of Standards. The Consultant shall develop and provide to the City a series of matrices documenting (1) existing site development standards for each zoning district and special overlay area and the design and performance standards in Articles V and VI and the Sign Code in Article VIII , (2) conflicting provisions, and (3) proposed alternative standards, where appropriate, to eliminate unnecessary distinctions between similar developments and proposed standards to codify and implement the goals and strategies of the various approved planning documents referenced in the Scope of Service.

Task 3. Annotated Regulatory Outline. Following City review and approval of the Matrices, the Consultant shall provide, in outline format, a summary of the proposed changes to each applicable section of Articles IV, V, VI and VIII of the existing LDC as well as any other proposed changes in enough detail for the Project Management Team to understand the location and substance of the proposed Code changes. Proposed LDC amendments should be substantively consistent with the Comprehensive Plan and supporting Master Plans.

Task 4. Code Drafting. Following approval of the Outline, the Consultant shall prepare and provide drafts of proposed LDC amendments in redline/strikeout format using MSWord to the Project Management Team. This task shall include up to two (2) rounds of edits/revisions.

Task 5. Project Management and Coordination. The Consultant and Project Management Team shall participate in a Project Kick-Off Meeting to discuss goals and deliverables of the Project and agree upon a goal adoption date. Working backwards from the agreed upon date of adoption, the Consultant shall provide a schedule of deliverables for review by the Project Management Team to ensure that the Project is completed within a reasonable and achievable timeframe. The Consultant shall participate in monthly meetings with the Project Management Team, as needed, to discuss the status of each Task, particularly Task 4 Code Drafting, and seek guidance as needed during the process. During the drafting process, as proposed Articles or major sections are completed, the Consultant shall provide an electronic copy to the Project Management Team for review and comment. The Project Management Team shall keep the Consultant apprised of any needed changes in deadlines or meeting dates.

Task 6. Community/Stakeholder Outreach. Following completion of the draft amendments by the Consultant and review of the draft amendments by the Project Management Team, and prior to the formal public hearing process, the Consultant shall

participate in up to two (2) community workshops to review and discuss proposed LDC Update with the public, focusing on substantive changes to existing standards and procedures that are needed in order to realize the goals and visions of the Comprehensive Plan and supporting Master Plans. The Consultant shall provide up to two (2) key team members to participate in the community workshop, and the City shall staff the community workshops.

Task 7. Planning and Zoning Commission Review and Action. The Consultant shall provide, as needed or requested by the Project Management Team, any documents or graphics needed in the preparation for the Planning and Zoning Commission public hearing, and the Consultant shall provide up to two (2) key team members to highlight and discuss the proposed substantive changes to the LDC at the PZC public hearing.

Task 8. City Commission Review and Action. The Consultant shall provide to the Project Management Team any documents or graphics discussed or requested by the Planning and Zoning Commission and shall provide up to two (2) key team members to highlight and discuss the proposed substantive changes to the LDC at the City Commission public hearing.

Task 9. Final Draft of LDC Update. Following City Commission approval of the draft LDC Update, the Consultant shall finalize the LDC Update in response to City Commission comments, if any, and provide the Code as adopted by the City Commission to the Project Management Team in digital form in MSWord and PDF format.

D. SUBMITTALS

Qualifications packages should be designed to portray to the City how the respondent's services can best match the knowledge, skills, and abilities sought by the Scope of Services given above. In order for the City to evaluate the qualification package, each Respondent should provide information relative to their ability to provide services that will best meet the needs of the City.

Each qualification package should consist minimally of a cover letter, statement of qualifications, and the required forms (attached at the end of these instructions). Respondents should also include a copy of all applicable licenses held by the firm, key staff/project team, and subconsultants proposing to perform the work. Qualification packages should be limited to a total of **fifty (50) 8.5"x 11" pages** (required forms are excluded from the page count) single-sided, portrait orientation, 12-point font if possible. Additional requirements of submissions are supplied below. Any qualification package failing to conform to these specifications is subject to rejection. The person signing the signature sheet on behalf of the Respondent must have the legal authority to bind the Respondent to the submitted qualification package and it shall be understood to do so. All expenses for providing a qualification packages to the City shall be borne by the Respondent.

The City of Ocoee requires comprehensive responses to every section within this RFQ. To facilitate the review of the responses, firms should follow the described response format below. The intent of the RFQ format requirements is to expedite review and evaluation. It is not the

intent to constrain firms with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation. In order to simplify the review process and obtain the maximum degree of comparison, the Respondent should follow the format below in responding to this RFQ:

Tab 1. Qualifications and Response to Scope of Services

- Provide a written explanation of how the expertise of the Planning Consulting firm and the specific individuals assigned to this contract would be utilized to perform tasks identified in the above Scope of Services.
- Provide the professional qualifications of the firm and key individuals, as well as their locations, to be assigned to the contract (include resumes). Provide copies of firm's and key employee's certifications and licenses with regulatory agencies, professional organizations, etc.
- List of firm's sub-consultants that would be assigned to this contract, their qualifications, and their role in this project. Include names, addresses, and previous qualifications if you propose using Specialty Consultant Services.

Tab 2. Experience and References

- List of firm's current or recently completed similar services within the past three (3) years with other municipalities or County governments. Include original contract price, final cost, and reason for overages if applicable.
- Firm's current and projected workload for the duration of this contract.
- Demonstrate the ability to deliver project on time and within budget.
- Demonstrate how firm has added value to previous clients' Land Development Code Updates or City-wide planning efforts.
- List of at least three (3) client references to include organization name, contact person, telephone number(s), and e-mail addresses.

Tab 3. Hourly Rates & Required Forms

- Tabulation of employee's (pertinent to the contract and the project) current (base year) loaded hourly wages and anticipated annual increases and hourly rates. Tabulation of all other charges and miscellaneous expenses which may appear or would be charged to the City on the firm's invoices. Tabulation of estimated man-hours for each employee pertinent to and assigned to perform work under this contract. Such estimated man-hours shall be reflected in the proposed scope of services requested in Section C.
- The following required forms and documentations:
 - Section I. Summary of Litigation.
 - Section J. Acknowledgement of Addenda.
 - Exhibit A Conflict of Interest Disclosure form.
 - Exhibit B Drug-Free Workplace Certification.
 - Exhibit C Company Information/Signature Sheet.
 - Exhibit D Contractor E-Verify Affidavit.

E. TIME SCHEDULE

The anticipated schedule of events related to this solicitation is:

Date of RFQ	RFQ Ad publication
23 days later	Last day for questions
30 days later	Submission Deadline - Statements of qualification are due
35 days later	Qualification statements distributed to evaluation committee
50 days later	Evaluation committee meeting held
Next meeting	Short-list of ranked firms recommended to City Commission

Dates are estimated and subject to change at the City's discretion.

F. SELECTION PROCESS

1. The criteria for selection shall be based on the criteria listed below, including the firm's qualifications, location, past performance, and reference check. The City reserves the right, before awarding the contract, to require a Respondent to submit such evidence of its qualifications, as the City may deem necessary and may require oral presentations of firms. The City shall be the sole judge of the competency of Respondents.
2. A City evaluation committee appointed by the City Manager will evaluate each respondent's qualifications and will short-list and recommend to the City Commission the top-ranked firm based upon the evaluation committee's evaluation of the responses and any client references. All Respondents will be notified via Bonfire or other means of evaluation committee's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by the evaluation committee shall be final. The City Commission shall be the final authority in the award or rejection of any and/or all responses.
3. The City will attempt to negotiate an agreement with the top-ranked Respondent. If no agreement is reached with the top-ranked Respondent, negotiations will be terminated and initiated with the second-ranked Respondent, and so on, until an agreement is reached.
4. The successful Respondent shall be required to execute an agreement which provides, among other things, that all plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful negotiation of an agreement, a formal contract and/or City issued Purchase Order will be prepared and subsequently executed by both parties.
5. The following evaluation criteria will be used to rate the timely received responses:

EVALUATION CRITERIA*	Maximum Points
1. Ability of firm to provide type and quality of services outlined in Scope of Services	30
2. Quality and extent of the assigned staff's experience with Code updates and planning efforts as they relate to the City's Scope of Services	30
3. Ability to complete project within budget with current/projected workload	20
4. Efficiency, cost-effectiveness, and demonstration of value added to achieve Client goals.	20
Total Points	100

* Information supplied by client references may be used in determining the relative merits of a Respondent under any and all of the above-listed evaluation criteria.

G. PAYMENT

No work shall commence until the verification of the issuance of the purchase order or other authorization document. It shall be the professional planning LDC firm's responsibility to include those references on each invoice submitted for the work.

Invoicing for completed work or progress billing shall be submitted to the requesting City Department for processing and submission for payment by the Finance Department with a copy to:

Accounts Payable
Finance Department
City of Ocoee
1 N. Bluford Avenue
Ocoee, Florida 34761

H. BID PROTESTS

All Bid Protests shall be submitted to the Purchasing Analyst, ostokych@ocoe.org with a copy to the Procurement Manager, jtolbert@ocoe.org, in the following manner:

1. A Bidder shall file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
2. A bid protest shall be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding

documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.

3. The content of the bid protest shall fully state the factual and legal grounds for the protest and the legal basis for the relief requested.
4. The bid protest **shall** be filed with the Purchasing Analyst with a copy to the Procurement Manager not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.
5. The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

I. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, then please say so.

(Attach additional sheets if necessary)

J. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

END OF INSTRUCTIONS



EXHIBIT “A”
RFQ CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer’s firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity’s ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term “conflict of interest” “means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest”, and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT “B”
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Respondent, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent: _____

Signed: _____

By: _____
(Print or Type Name)

Title: _____

Date: _____

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFQ #23-010

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS, AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE.

COMPANY NAME

TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS
DIFFERENT FROM PURCHASE ORDER
ADDRESS, PLEASE INDICATE BELOW:

NAME/TITLE (PLEASE PRINT)

STREET ADDRESS

CITY STATE ZIP

FEDERAL ID #

____ Individual ____ Corporation ____ Partnership ____ Other (Specify) _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization
this _____ day of _____, 20____.

Personally Known _____ or
Produced Identification _____

(Type of Identification)

Notary Public - State of _____
County of _____

Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public

**EXHIBIT “D”
CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

Mayor
Rusty Johnson

City Manager
Robert Frank



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
Ages Hart, District 4

September 7, 2023

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFQ No. 23-010
PROFESSIONAL PLANNING SERVICES FOR THE CITY OF OCOEE'S LAND DEVELOPMENT
CODE UPDATE

This addendum shall modify and become a part of the original bid documents for the Professional Planning Services for the City of Ocoee's Land Development Code Update Projects for FY 2023. This addendum consists of one (1) page. Bidders shall acknowledge receipt of this Addendum in the space provided on page 20 of the bid documents. Failure to do so may subject the bidder to disqualification. **The bid date remains the same.**

Answers to questions received and/or amendments to the bid documents are as follows:

Q1. Is City Attorney reviewing the land code updates for legal compliance and consistency or should the consultant assume that responsibility as part of the scope?

A1. The consultant will assume that responsibility as part of the scope.

Olena Stokych

Olena Stokych
Purchasing Analyst
Cc: evaluation committee

Mayor
Rusty Johnson

City Manager
Robert Frank



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
Ages Hart, District 4

September 13, 2023

ADDENDUM NO. TWO (2)
CITY OF OCOEE
RFQ No. 23-010
PROFESSIONAL PLANNING SERVICES FOR THE CITY OF OCOEE'S LAND DEVELOPMENT
CODE UPDATE

This addendum shall modify and become a part of the original bid documents for the Professional Planning Services for the City of Ocoee's Land Development Code Update Projects for FY 2023. This addendum consists of one (1) page. Bidders shall acknowledge receipt of this Addendum in the space provided on page 20 of the bid documents. Failure to do so may subject the bidder to disqualification. **The bid date remains the same.**

Answers to questions received and/or amendments to the bid documents are as follows:

Q1. Has the City Commission appropriated funds for the project in the FY 2022-23 or FY 2023-24 budgets, and if so, how much?

A1. The estimated budget amount for this project is \$150,000.

Q2. Could you provide a copy of the Land Development Code (LDC) Audit that is referenced in the RFQ Scope of Services?

A2. The LDC Audit Report is not yet public information and will be given to the selected firm under Task 1.

Q3. Would the City please provide a sample draft contract?

A3. A draft contract is not available at this time.

Q4. Will the City please confirm that the party awarded the work will be given a contract with indemnity language that complies with Florida Statute 725.08?

A4. Yes.

Olena Stokych

Olena Stokych
Purchasing Analyst
Cc: evaluation committee



Meeting Date: October 17, 2023
Item #: 13

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

**Subject: Approval of Lighthouse Real Estate Consultants Mediated Settlement Agreement.
(Public Works Director Krug)**

Background Summary:

The City needs to acquire Parcel 101 from Lighthouse Real Estate Consultants, Inc., Principal Kevin Moyer, through an eminent domain Order of Taking. The final valuation of the property needs to be resolved, either through mediation or jury trial. The property is needed for the Taylor Street Improvement Project.

Issue:

Should the Honorable Mayor and City Commissioners approve the Mediated Settlement Agreement, and authorize staff to execute all necessary documents?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Mediated Settlement Agreement, and authorize staff to execute all necessary documents.

Attachments:

1. Lighthouse Settlement Memorandum
2. Lighthouse Executed Right of Entry Agreement

Financial Impacts:

The \$466,666.51 is adequately funded in the Taylor/Kissimmee project budget.

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: The Honorable Mayor and Commissioners of the City of Ocoee

FROM: Mary Doty Solik, Special Counsel *ms*

DATE: September 25, 2023

RE: City of Ocoee v. Lighthouse Real Estate Consultants, Inc., Parcel 101

BACKGROUND

The referenced case is a condemnation action. Parcel 101 is necessary for the construction of the Taylor and Franklin Streets Intersection Improvement Project. The .18 acre parent tract is owned by Lighthouse Real Estate Consultants, Inc. and is located at the northeast corner of Taylor and Franklin Streets. The property is improved with an 800 sq. ft. structure built in 1935. The principal of Lighthouse Real Estate Consultants, Inc. is Kevin Moyer. Mr. Moyer is an accountant and operates his tax and accounting business at the property. Parcel 101 is a partial taking of the .18 acre parent tract. Parcel 101 is .10 acres or 4,349 square feet and includes the entire building. The remainder is .08 acres in size and is unimproved but too small for development. The property has a FLU designation of Commercial and is zoned C-3 General Commercial. The building encroaches in the rights-of-way for Taylor and Franklin Streets but the City granted an easement to the previous owner in 1991 for the encroachment.

Dan DeRango, the City's appraiser, appraised the property in August 2022. He concluded to a value of \$299,750.00. Mr. DeRango's value conclusion includes both the value of the property acquired and damages to the remainder for its lack of utility. The initial presuit offer was made to the property owner in this amount plus 10%, or \$329,725.00, on September 21, 2022.

Mr. Moyer rejected the City's offer and the matter proceeded to eminent domain. The case was filed on November 16, 2022. Mr. Moyer, represented by Joe Ort, Esq., stipulated to an Order of Taking with extended possession through December 31, 2023 on February 15, 2023. The City deposited its good faith estimate of value on March 7, 2023 which became the date of value. Lighthouse Real Estate Consultants, Inc. purchased the property on July 18, 2018. Florida law provides that in the case of partial acquisitions any business occupying a property for a period of five years prior to the date of value is entitled to assert a business damage claim that would be additional exposure to the City over and above the value of the property acquired. The date of value in this case is just a few months shy of the 5 year qualifying time period for Mr. Moyer's tax and accounting business operating out the building acquired to make a business damage claim.

The parties mediated the case on September 18, 2023. Steve Krug attended the mediation on behalf of the City. In an effort to keep the expert costs low and with Staff approval, Mr. Ort presented to the City summary appraisal information prepared by Richard Dreggors. Mr. Dreggors' opinion of value for Parcel 101 was \$472,532.00. The differences in opinion between the two appraisers are related to comparable sales selections and assumptions regarding time adjustments to the comparable sales.

Through mediation and subsequent negotiation the parties agreed to a settlement for Parcel 101 in the amount of \$420,000.00. A copy of the Mediated Settlement Agreement is attached. This results in attorneys' fees in the amount of \$34,266.51, calculated on the statutory formula based on the benefits obtained for the property owner.

The parties also agreed on settlement of all expert costs in the amount of \$12,400 which I deem to be reasonable. The total amount to be paid by the city pursuant to the Settlement Agreement is \$466,666.51.

If the matter had not been settled at mediation but proceeded to trial, the City would be responsible for not only its costs (attorney's fees and expert costs) but those of the property owner's as well. I would expect the property owner's expert costs to substantially increase. Mr. Moyer is 67 and a veteran. He reports that he is planning on retiring in three years and this acquisition takes the building that he intended to occupy until his retirement. The City is only obligated under the law to pay for the fair market value of the property acquired and not the replacement cost of the property acquired. The inability of Mr. Moyer to make a business damage claim, along with his testimony regarding his inability to find replacement property, would likely have made him a sympathetic witness to a jury. It is my opinion that this Settlement Agreement eliminates risk for both costs and land value and is in the best interest of the City. The Settlement Agreement, however, is subject to City Commission approval.

RECOMMENDATION

It is respectfully recommended that the City Commission approve the Settlement Agreement, and authorize Staff to execute all documents necessary to conclude these matters.

MDS/

cc: Robert Frank
Craig Shadrix
Steve Krug

CITY OF OCOEE,

Petitioner,

Case No.: 2022-CA-010404

v.

Parcel #101

LIGHTHOUSE REAL ESTATE CONSULTANTS, INC.,
A FLORIDA CORPORATION; ALLEN BOND; AND
SCOTT RANDOLPH; ORANGE COUNTY TAX COLLECTOR.

Respondents.

MEDIATED SETTLEMENT AGREEMENT

At a Mediation Conference held on the 18th day of September 2023, the parties reached the following Settlement Agreement subject to the approval of the City of Ocoee Commission.

1. Petitioner will pay to Respondent, Lighthouse Real Estate Consultants, Inc. the sum of \$420,000.00 in full settlement of all claims for compensation in this cause including statutory interest and business damages, if any.
2. Petitioner will pay Respondent for attorney's fees in the amount of \$34,266.51, including any and all monetary and nonmonetary fees.
3. This settlement agreement is contingent upon the parties agreeing to experts' fees and costs no later than Friday 9/22/2023 at 5 PM.
4. Counsel for Petitioner will submit to the Court for signature a mutually approved form of Stipulated Final Judgment of this matter as soon as practical hereafter.
5. Petitioner is entitled to a credit of \$299,750.00 for its good faith deposit into the Court.
6. Petitioner will convey the sum of \$154,516.51, plus agreed to expert fees to the Joseph D. Ort, P.L. IOLTA Account within 20 days of the actual date of receipt by Petitioner's counsel a conformed copy of the aforesaid final judgment from the Court.
7. Petitioner shall remove the septic system from the subject property after Respondent vacates the property. A mutually agreeable right of entry agreement will be attached to the final judgment.
8. Respondent shall have an additional 6 months of extended possession until June 30, 2024.

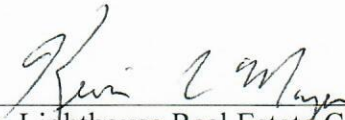
9. The Court will retain jurisdiction herein solely to enforce the terms of the final judgment.

10. Attached hereto is an addendum to this agreement: ___ yes ___ x no

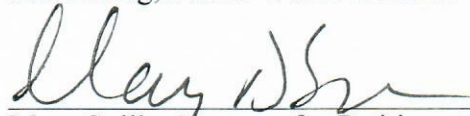
11. THIS AGREEMENT (AND ANY ADDENDUM, IF ANY) CONTAIN(S) ALL OF THE AGREEMENTS OF THE PARTIES, AND EVERY PART OF EVERY AGREEMENT.



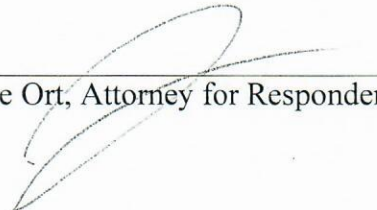
Petitioner, City of Ocoee
Steve Krug, Public Works Director



Resp, Lighthouse Real Estate Consultants, Inc.



Mary Solik, Attorney for Petitioner



Joe Ort, Attorney for Respondent



Mediator, Lawrence S. Gendzier

RIGHT OF ENTRY

THIS RIGHT OF ENTRY AGREEMENT is made and entered into this _____ day of _____ 2023, by and between Lighthouse Real Estate Consultants, Inc., 229 Franklin Street, Ocoee, FL 34761, and **THE CITY OF OCOEE**, a Florida municipal corporation, whose address is 1 Bluford Avenue, Ocoee, Florida 34761.

WHEREAS, THE CITY OF OCOEE, a Florida municipal corporation plans to construct the Taylor and Franklin Streets Intersection Improvement Project (“the Project”) within the City of Ocoee, Orange County, Florida; and

WHEREAS, the Lighthouse Real Estate Consultants, Inc. is the owner of that certain real property located in Orange County, Florida, as more particularly described in “Exhibit A” attached hereto and incorporated by reference (“the Property”); and

WHEREAS, as part of the construction of the Project, the City needs to obtain the right to enter onto the Property for the purpose of removing a septic tank, drain field, and concrete paving;

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Lighthouse Real Estate Consultants, Inc., its successors and assigns, hereby grants to the City of Ocoee the right to enter onto the Property for the purpose of septic tank, drain field, and concrete paving removal, all in conjunction with the Project.
2. This Right of Entry shall commence on July 1, 2024 and shall end when the activities describe above are completed by the City. The City shall, however, be permitted to enter to the Property in advance of July 1, 2024 to do any testing or investigation deemed necessary by the City.
3. To the extent permitted by law, the City agrees to indemnify and hold harmless Lighthouse Real Estate Consultants, Inc. from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys’ fees (whether incurred before, during or after trial, or upon any appellate level), arising from the City’s use of the Property or from the exercise by the City of any rights granted by this Right of Entry.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and have caused this Right of Entry Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

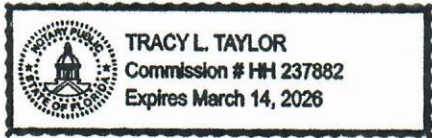
LIGHTHOUSE REAL ESTATE
CONSULTANTS, INC.

[Signature]
Print Name Stacy VanOrden
[Signature]
Print Name TRACY Taylor

By: [Signature]
Name: Kevin L. Mayer
Title: President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of October, 2023 by Kevin Mayer as President of Lighthouse Real Estate Consultants Inc. a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced Drivers License as identification.



[Signature]
Notary Public
Tracy Taylor
Print Name
My Commission Expires: 3.14.2024

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
_____ 2023.

By: _____
City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2023 by Rusty Johnson as Mayor
of the City of Ocoee, who is personally known to me or who has produced
_____ as identification.

CITY OF OCOEE, a Florida municipal
corporation

By: _____

Name: Rusty Johnson

Title: Mayor

Attest: _____

Name: Melanie Sibbitt

Title: City Clerk

[Affix Seal]

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

Notary Public

Print Name

My Commission Expires:

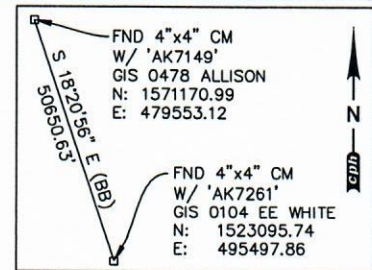
Boundary Survey:**Legal Description:**

A PORTION OF THE SOUTH 1/2 OF LOT 50, B.M. SIMS SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK F, PAGE 126, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 50, B.M. SIMS SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK F, PAGE 126, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°31'25" WEST ALONG THE WEST LINE OF SAID LOT 50 A DISTANCE OF 21.57 FEET TO A POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 90.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 43°52'38" WEST, 19.05 FEET, AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°09'04" AN ARC DISTANCE OF 19.09 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 77.63 FEET, AND CHORD BEARING AND DISTANCE OF NORTH 49°20'00" WEST, 31.06 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°04'52" AN ARC DISTANCE OF 31.27 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 63.87 FEET, AND CHORD BEARING AND DISTANCE OF NORTH 35°59'37" WEST, 53.74 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°45'37" AN ARC DISTANCE OF 55.47 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID CURVE RUN NORTH 10°46'10" WEST, A DISTANCE OF 5.66 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID LOT 50; THENCE RUN NORTH 89°33'31" EAST ALONG SAID NORTH LINE, A DISTANCE OF 68.64 FEET TO A POINT ON THE EAST LINE OF THE SOUTH 1/2 OF SAID LOT 50; THENCE RUN SOUTH 00°31'25" EAST ALONG SAID EAST LINE, A DISTANCE OF 83.56 FEET TO THE POINT OF BEGINNING. CONTAINS 3,439 SQ FT OR 0.08 ACRE MORE OR LESS.

Abbreviation Legend:

(A) - ACTUAL	EOP - EDGE OF PAVEMENT	N & D - NAIL AND DISK	PRM - PERMANENT REFERENCE
(BB) - BEARING BASIS	ESMT - EASEMENT	NR - NON-RADIAL	MONUMENT
BLDG - BUILDING	FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION	NT - NON-TANGENT	PT - POINT OF TANGENCY
(C) - CALCULATED	FND - FOUND	OR - OFFICIAL RECORDS	R28E - RANGE 28 EAST
C - CHORD	FP&L - FLORIDA POWER AND LIGHT	ORB - OFFICIAL RECORDS BOOK	R - RADIUS
CB - CHORD BEARING	FS - FLORIDA STATUTE	(P) - PLAT	RAD - RADIAL
CCR # - CERTIFIED CORNER	G - GRID (STATE PLANE)	PB - PLAT BOOK	REC - RECOVERED
RECORD NUMBER (G)	GOV'T - GOVERNMENT	PC - POINT OF CURVATURE	R - RADIUS POINT
C/L - CENTERLINE	IP - IRON PIPE	PCC - POINT OF COMPOUND	RIGHT-OF-WAY
CM - CONCRETE MONUMENT	IR - IRON ROD	PC - CURVATURE	SEC 18 - SECTION 18
CONC - CONCRETE	IR&C - IRON REBAR & CAP	PGS - PAGES	SQ FT - SQUARE FEET
COR - CORNER	L - ARC LENGTH	POB - POINT OF BEGINNING	TOWNSHIP 22 SOUTH
Δ - DELTA	LB# - LICENSED BUSINESS NUMBER	T22S - TYPICAL	UTILITY EASEMENT
(D) - DEED	(M) - MEASURED	UE - UTILITY EASEMENT	WITH
DEPT - DEPARTMENT		W/ - WITH	

State Plane Bearing Basis Detail**Surveyor's Notes:**

- COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 AND 2 OF 2.
- BEARINGS SHOWN HEREON ARE RELATIVE TO THE LINE BETWEEN THE TWO STATE PLANE CONTROL POINTS LISTED IN NOTE #12 AS BEING S 18°20'56" E. (SEE STATE PLANE BEARING BASIS DETAIL THIS SHEET)
- THE LAST DAY FIELD WORK WAS PERFORMED WAS 10/23/22.
- THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY SURVEYOR PER CLIENTS REQUEST.
- HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 120185 0210 F, CITY OF OCOEE, REVISED DATE SEPTEMBER 24, 2021, THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE X, WHICH ARE AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND LIES IN ZONE AE, WHICH ARE SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD WITH BASE FLOOD ELEVATIONS DEPICTED AS 117 FEET (NAVD '88), THIS DETERMINATION WAS BASED ON A GRAPHIC INTERPOLATION OF SAID MAP AND NOT ON ACTUAL FIELD MEASUREMENTS.
- THE APPARENT USE OF THE LAND, AS CLASSIFIED BY THE STANDARDS OF PRACTICE SET FORTH IN RULE CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FS 472.027, ESTABLISHES THAT THE MINIMUM RELATIVE ACCURACY FOR THIS TYPE OF SURVEY MEET THE HORIZONTAL CONTROL ACCURACY OF 1"/10,000 FEET FOR A HIGH RISK SURVEY. THE MEASUREMENTS AND CALCULATIONS OF THE CLOSED GEOMETRIC FIGURES WERE FOUND TO MEET THIS ACCURACY REQUIREMENT. THE EQUIPMENT USED TO VERIFY THE HORIZONTAL CONTROL ON THE SUBJECT SURVEY WAS A TOPCON TOTAL STATION MODEL# GPT-2005, AND TOPCON GPS HIPER V.
- HORIZONTAL WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.05 (FT). THE EQUIPMENT USED TO LOCATE THE FEATURES WAS A LEICA SCANSTATION C10, TOPCON TOTAL STATION MODEL # GPT-2005, AND TOPCON GPS HIPER V.

Symbol Legend

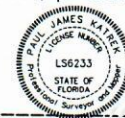
■ - FOUND CONCRETE MONUMENT (AS NOTED)	● - SET NAIL & DISC	— - SIGN	WM - WATER METER
○ - FOUND IRON PIPE (AS NOTED)	□ - SET 4" X 4" CM LB #7143	— - WATER VALVE	— - TELEPHONE RISER
○ - FOUND IRON REBAR (AS NOTED)	● - SET 5/8" IR&C LB #7143	— - MAILBOX	
⊗ - FOUND/SET NAIL (AS NOTED)			

- ORANGE COUNTY PROPERTY APPRAISER INFORMATION DISPLAYED HEREON AS PARCEL# IS PER THE ORANGE COUNTY PROPERTY APPRAISER'S WEBSITE (WWW.OCPAFL.ORG) AS OF 10/23/22.
- FENCES AND WALLS EXISTING ON, OVER OR ADJACENT TO SUBJECT PROPERTY, ARE DISPLAYED HEREON; OWNERSHIP WHETHER SINGULAR OR JOINT WAS NOT DETERMINED BY THIS SURVEY.
- STATE PLANE INFORMATION SHOWN HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (1990) USING CONTROL POINTS FROM THE THE NGS DATA SHEETS PUBLISHED AT WWW.LABINS.ORG AND ARE AS FOLLOWS:
 - DESIGNATION 'AK7261', = N 1523095.74 FEET, E 495497.86 FEET
 - DESIGNATION 'AK7149', = N 1571170.99 FEET, E 479553.12 FEET
- DIMENSIONS ARE SHOWN RELATIVE TO UNITED STATES STANDARD FEET AND DECIMALS THEREOF, UNLESS THE OBJECT SHOWN IS COMMONLY IDENTIFIED IN INCHES, I.E. TREE DIAMETER, PIPE DIAMETER, ETC. TREES DEPICTED ARE COMMON NAMES AND MEASURED AND LABELED AS DIAMETER AT BREAST HEIGHT IN INCHES.

Surveyor's Certification:

Certified To: City Of Ocoee

I hereby certify that the attached "Boundary Survey" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on October 23, 2022. I further certify that this "Boundary Survey" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.



Digitally signed by Paul J. Katrek
DN: c=US, o=CPI INC.,
ou=A01410C0000016F1AA9009
A000015E3, cn=Paul J. Katrek
Date: 2022.11.30 15:40:12 -05'00'

For the Firm By: _____

Paul J. Katrek
Professional Surveyor and Mapper
Florida Registration No. 6233

THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3) AND THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY PAUL J. KATREK, PSM 6233 ON 11/30/2022 PER 5J-17.062(2)

TITLE BLOCK ABBREVIATIONS			
Eng. = ENGINEERING	L.B. = LICENSED BUSINESS		
C.O.A. = CERTIFICATE OF AUTHORIZATION	Arch. = ARCHITECTURAL		
Landsc. = LANDSCAPE	N/A = NOT APPLICABLE	Lic. = LICENSED	
No. = NUMBER	P.O. = POST OFFICE	@ = COPYRIGHT	

NOT VALID WITHOUT
SHEETS 1 AND 2 OF 2.

Drawn by: JTF

Date: 10/23/2022	Job No. O6012.3
Scale: N/A	File: O6012.3-502.DWG



A Full Service A & E Firm

500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

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CITY OF OCOEE
229 W FRANKLIN ST
SECTION 18-TOWNSHIP 22 SOUTH-RANGE 28 EAST
ORANGE COUNTY, FLORIDA

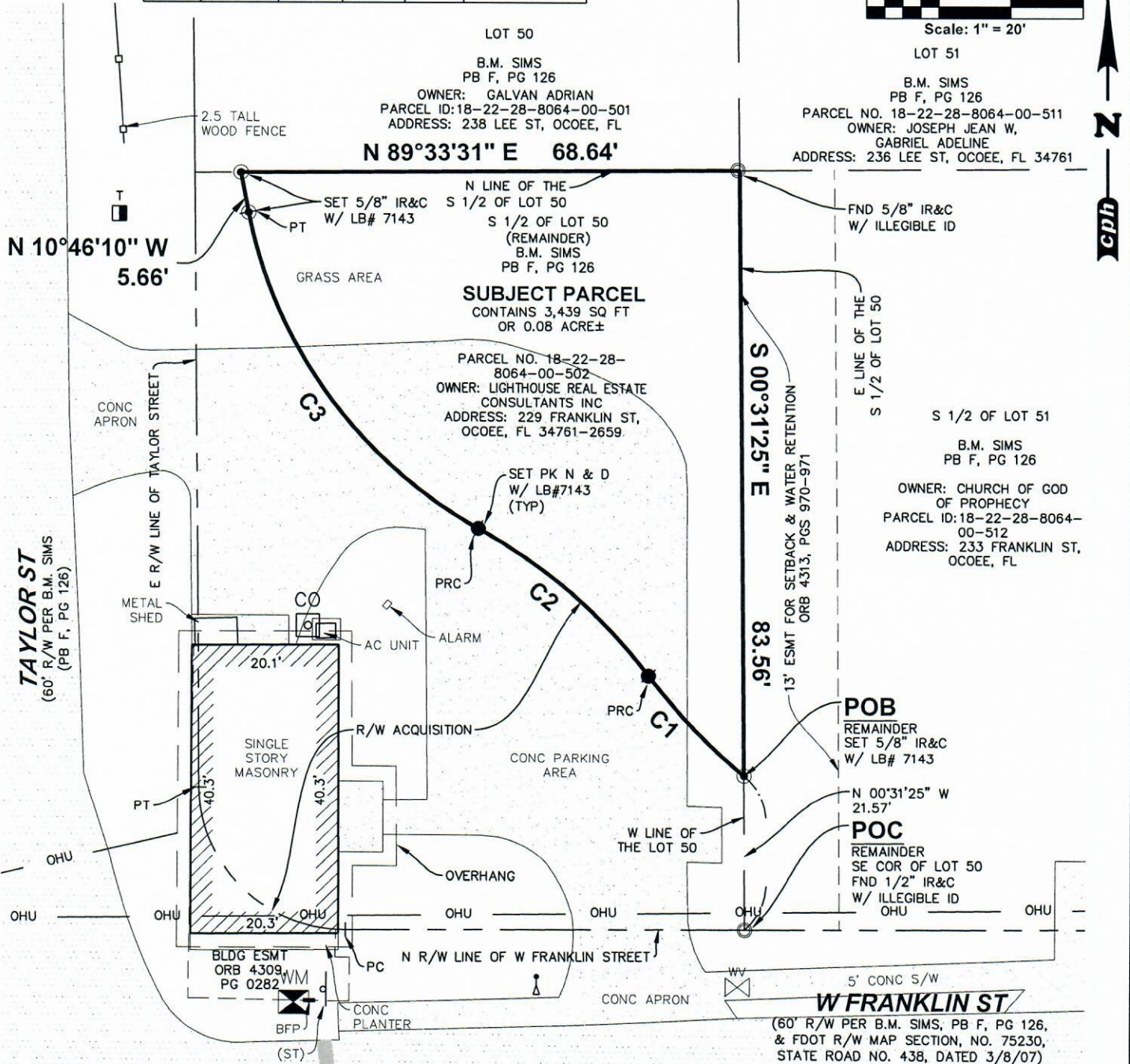
**BOUNDARY SURVEY
REMAINDER**

Sheet
1
1 of 2

Boundary Survey:

Exhibit "A"

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	12°09'04"	19.09'	90.00'	19.05'	N 43°52'38" W
C2	23°04'52"	31.27'	77.63'	31.06'	N 49°20'00" W
C3	49°45'37"	55.47'	63.87'	53.74'	N 35°59'37" W



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NOT VALID WITHOUT SHEETS 1 AND 2 OF 2.

Date: 10/23/2022	Job No. O6012.3
Drawn by: JTF	Scale: 1"=20'
	File: O6012.3-502.DWG

cph
www.cphcorp.com

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500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
© 2022

CITY OF OCOEE
229 W FRANKLIN ST
SECTION 18-TOWNSHIP 22 SOUTH-RANGE 28 EAST
ORANGE COUNTY, FLORIDA
BOUNDARY SURVEY
REMAINDER

Sheet
2
2 of 2

STAFF REPORT

Meeting Date: October 17, 2023

Item #: 14

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval of 2023-2024 Budget Vehicle and Equipment Purchases. (Public Works Director Krug)

Background Summary: The City traditionally purchases vehicles through various competitively bid annual contracts. Public Works has researched pricing and has found the Sourcewell (National Auto Fleet Group), Charlotte County, Bradford County Sheriff, and Florida Sheriff's Association contracts provide the lowest competitively bid pricing for vehicles utilizing competitively bid contracts. Volusia County contract master agreement #12485 also provided the most competitive pricing for the Police Department vehicle upfitting through JCO Corporation. The following vehicles are incorporated into the approved budget for purchase through these contracts:

- 2 - Ford F-150 Regular Cab @ \$39,299 = \$78,598 (Facilities - 2 Replacements).
- 1 - Ford F-150 Crew Cab 4x4 @ \$55,619 (Fire - New).
- 1 - Ford F-350 Regular Cab 4x4 @ \$93,182 (Fleet - Replacement).
- 1 - Ford Expedition 4x4 @ \$59,384 (Stormwater - Replacement).
- 2 - Ford F-150 Regular Cab 4x4 @ \$46,133 = \$92,266 (Streets - 2 Replacements).
- 1 - Ford F-550 Regular Cab 4x4 w/ dump body @ \$87,048 (Streets - Replacement).
- 1 - Ford Edge @ \$38,052 (Support Services - Replacement).
- 2 - Ford F-150 Crew Cab 4x4 @ \$49,289 = \$98,578 (Utilities - 2 Replacements).
- 7 - Ford Explorer Interceptor including upfitting @ \$64,225 = \$449,577 (Police - 7 Replacements).
- 2 - Ford F150 Responder including upfitting @ \$42,930 and \$46,905 = \$126,806 (Police - 2 Replacements).
- 2 - Ford Explorer CSA/CSI including upfitting @ \$56,683 = \$113,365 (Police - 2 New).
- 3 - Dodge Durango including upfitting @ \$62,810 = \$188,430 (Police - 3 New).
- 1 - Ford Explorer Interceptor K9 including upfitting @ \$68,722 (Police - 1 New).

The approved budget includes the following equipment items, priced through the Sourcewell (National Auto Fleet Group) bid contract:

- Light Vehicle 2-Post Shop Lift @ \$12,029 (Fleet - Replacement).

Public Works recommends approval to purchase the above vehicles and equipment based on published pricing for the 2023/2024 term contracts from Sourcewell, Charlotte County, Bradford County Sheriff, Volusia County, and the Florida Sheriff's Association.

Issue:

Should the Honorable Mayor and City Commissioners approve the acquisition of the budgeted 2023/2024 equipment and outright vehicle purchases?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the acquisition of the above vehicles and equipment from the Sourcewell, Charlotte County, Bradford County Sheriff, Volusia County, and the Florida Sheriff's Association contracts, and authorize the City Manager and staff to approve changes to the vehicle and equipment orders up to the limit of his purchasing authority and up to the budget amount for any change order.

Attachments:

1. Vehicle and Equipment Quotes

Financial Impacts:

The vehicles and equipment are adequately funded in the 2023/2024 Department budgets.

Type of Item: Consent



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	45729-4
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
6/19/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/2/2023

REQUESTING AGENCY	OCOE, CITY OF			
CONTACT PERSON	KIEL GAJADHAR		EMAIL	KIEL@OCOE.ORG
PHONE	407-872-9104	MOBILE	FAX	

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	F1K 101A	MSRP	\$39,230.00
2024 FORD F-150 REGULAR CAB 2WD XL 6.5' BED 122" WB			
CUSTOMER ID	Public Works: Facilities - replacing #1038 and #1039		NJPA PRICE
BED LENGTH	6.5' BED		\$38,014.00

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS		DESCRIPTION	
YZ		Oxford White	\$0.00
AS		Black Medium Dark Slate, Vinyl 40/20/40 Front Seat	\$0.00
995 44G		5.0L V8 Engine with Electronic 10-Speed Automatic Transmission.	\$0.00
153		FRONT LICENSE PLATE BRACKET	\$0.00
TT24		Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 7/4 pin-connector; Class IV trailer hitch receiver, Trailer Sway Control, Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper)	\$0.00
BUC		FACTORY BACK UP CAMERA (Camera display in 4" Center Stack is Standard) (Must add Order Code 87R for Rear View Mirror Display)	\$0.00
PW PL		PWR WINDOWS AND LOCKS (INCL)	\$0.00
		FACTORY OPTIONS	\$0.00
CONTRACT OPTIONS		DESCRIPTION	
NEW-TAG-CITY		New CITY tag Includes temp tag & two way overnight shipping for signature.	\$245.00
3KR		Additional key and remote, cut and programmed.	\$265.00
AJ EBC		Curt Spectrum Electric Brake Controller	\$395.00
STEP3-REG		3" black tubular cab step for regular cab pickup.	\$380.00
		CONTRACT OPTIONS	\$1,285.00

TRADE IN		TOTAL COST	\$39,299.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~			\$0.00
TOTAL COST LESS TRADE IN(S)		QTY 2	\$78,598.00

Estimated Annual payments for 60 months paid in advance: \$8,801.36 Extended: \$17,602.72
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments	QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS		
VEHICLE QUOTED BY	CHRISTY SELF	GOVERNMENT ACCOUNT MANAGER	christy.self@alanjay.com
"I Want to be Your Fleet Provider"			
I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.			



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	45829-3
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
6/21/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/6/2023

REQUESTING AGENCY	OCOOE, CITY OF		
CONTACT PERSON	KIEL GAJADHAR	EMAIL	KIEL@OCOOE.ORG
PHONE	407-872-9104	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	W1L 101A	MSRP	\$50,055.00
2024 FORD F-150 CREW CAB 4WD XL 5.5' BED 145" WB			
CUSTOMER ID		NJPA PRICE	\$46,469.00
BED LENGTH	5.5' BED		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

PQ	Race Red	\$0.00
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat	\$0.00
99B	Engine: 3.3L V6 PFDI	\$0.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
101A	OPTIONS Equipment Group 101A Standard	\$0.00
153	Front License Plate Bracket	\$0.00
18B	Black Platform Running Boards	\$245.00
53A	Trailer Tow Package	\$1,320.00
53B	Class IV Trailer Hitch Receiver	\$0.00
64C	Wheels: 17" Silver Steel	\$0.00
67T	Integrated Trailer Brake Controller	\$0.00
XL6	Electronic Locking w/3.73 Axle Ratio	\$565.00
	Tires: 265/70R17 BSW A/T	\$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	\$0.00

CONTRACT OPTIONS

DESCRIPTION

FACTORY OPTIONS

\$2,130.00

3KR	Additional key and remote, cut and programmed.	\$265.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.	\$290.00
WSTP	Windshield strip	\$50.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.	\$700.00
TK LEER-100S-SB	Leer 100S topper with smooth solid sides (no glass no doors) framed rear door for short bed pickups.	\$3,400.00
CARGO-GLIDE 1200	Cargo Glide 1200lb bed slide with 4" sides and rubber coated floor.	\$2,070.00
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.	\$245.00

CONTRACT OPTIONS

\$7,020.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN

TOTAL COST

\$55,619.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$55,619.00

Estimated Annual payments for 60 months paid in advance: \$12,456.37

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

CHRISTY SELF

GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' BoxMSRP:\$45,410.00

Interior:Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat

Exterior 1:Race Red

Exterior 2:No color has been selected.

Engine: 3.3L V6 PFDI

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W1E	[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box	\$45,410.00
OPTIONS		
101A	Equipment Group 101A Standard	(\$750.00)
153	Front License Plate Bracket	\$0.00
18B	Black Platform Running Boards	\$250.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
53A	Trailer Tow Package	\$1,325.00
53B	Class IV Trailer Hitch Receiver	Inc.

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Data Version: 19732. Data Updated: Jun 20, 2023 6:42:00 PM PDT.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (Complete)

64C	Wheels: 17" Silver Steel		\$0.00
67T	Integrated Trailer Brake Controller	Inc.	
99B	Engine: 3.3L V6 PFDI	Inc.	
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat		\$0.00
PQ	Race Red		\$0.00
XL6	Electronic Locking w/3.73 Axle Ratio		\$570.00
—	Tires: 265/70R17 BSW A/T		\$0.00
SUBTOTAL			\$46,805.00
Adjustments Total			\$0.00
Destination Charge			\$1,895.00
TOTAL PRICE			\$48,700.00

FUEL ECONOMY

Est City:19 MPG
Est Highway:22 MPG
Est Highway Cruising Range:572.00 mi

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability (STD)
Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)
3.73 Axle Ratio (STD)
50 State Emissions
Electronic Transfer Case
Part-Time Four-Wheel Drive
70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
200 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
1765# Maximum Payload
GVWR: 6,470 lbs Payload Package
HD Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Speed-Sensing Steering
Single Stainless Steel Exhaust
26 Gal. Fuel Tank
Auto Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Post-Collision Braking

Exterior

Wheels: 17" Silver Steel (STD)
Tires: 265/70R17 BSW A/T (STD)
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Exterior

- Clearcoat Paint
- Black Rear Step Bumper
- Black Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Side Windows Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Manual Folding
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights
- Auto High Beam

Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System
- Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack
- Fixed Antenna

Interior

- Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest
- Driver Seat
- Passenger Seat
- 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
- Power Rear Windows

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Interior	
	FordPass Connect 4G Mobile Hotspot Internet Access
	Front Cupholder
	Rear Cupholder
	Compass
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Mini Overhead Console w/Storage and 1 12V DC Power Outlet
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Pickup Cargo Box Lights
	Smart Device Remote Engine Start
	Reverse Sensing System
	SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
	Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Trip Computer
	Outside Temp Gauge
	Analog Appearance
	Lane-Keeping System -inc: lane-keeping alert, lane-keeping aid and driver alert

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (Complete)

Interior

Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning and dynamic brake support
Rear View Camera
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
1 12V DC Power Outlet
Air Filtration

Safety-Mechanical

ABS And Driveline Traction Control
Electronic Stability Control (ESC) And Roll Stability Control (RSC)

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Rear Child Safety Locks

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	45830-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
6/21/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
9/28/2023

REQUESTING AGENCY	OCOOE, CITY OF			
CONTACT PERSON	KIEL GAJADHAR	EMAIL	KIEL@OCOOE.ORG	
PHONE	407-872-9104	MOBILE	FAX	

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	F3H 640A	MSRP	\$64,920.00
2024 FORD F-350 REGULAR CAB CHASSIS DRW 4WD XL 84" CA 169" WB DIESEL			
CUSTOMER ID	Fleet, Repl. 372	NJPA PRICE	\$63,577.00
BED LENGTH	84" CA		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$9,990.00
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
153	OPTIONS Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$315.00
59H	Center High-Mounted Stop Lamp (CHMSL)	\$0.00
640A	Order Code 640A	\$0.00
64K	Wheels: 17" Argent Painted Steel	\$0.00
67E	250 Amp Alternator	\$0.00
86M	Dual 68 AH/65 AGM Battery	\$0.00
872	Rear View Camera & Prep Kit	\$410.00
TD8	Tires: LT245/75Rx17E BSW PLUS A/S (6)	\$0.00
X4N	Limited Slip w/4.10 Axle Ratio	\$390.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$11,105.00
NEW-TAG	New City tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)		\$245.00
3KR	Additional key and remote, cut and programmed.		\$265.00
PTC 1296SFB	PREMIER 12' DRW FLAT BED FOR 84" CA includes 44" Headboard W/ Punched Window, 12" O/C Crossmembers 3/16" smooth floor, one piece construction, and ICC Bumper. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)		\$7,790.00
PTC CLV-FB	Class V trailer hitch for flat beds 20K rating 2" receiver tube.		\$770.00
PTC LG20-ST42-RG	Tommy Gate 89-20 TP42 2000 lb Capacity 89" x 42" x 6". Railgate style for Stake and Van Body Applications.		\$7,140.00
W TLI-4	(4) Whelen ION "T" series ultra thin light heads surface mounted with (2) in grille and (2) to rear of vehicle/body.		\$760.00
W MJYAAAP	Whelen Mini Justice light bar, Amber, with mounting feet.		\$1,155.00
W 6-SWITCH	Whelen 6-switch controller.		\$150.00
PTC LBM	FABRICATE MOUNT FOR MINI- LIGHTBAR, To extend up approx. 1ft, so lightbar is visible over rear liftgate		\$225.00

CONTRACT OPTIONS \$18,500.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN

TOTAL COST

\$93,182.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$93,182.00

Estimated Annual payments for 60 months paid in advance: \$20,868.94

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

CHRISTY SELF

GOVERNMENT ACCOUNT MANAGER

christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 169" WB 84" CA (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 169" WB 84" CA MSRP:\$51,525.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
F3H	[Fleet] 2023 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 169" WB 84" CA	\$51,525.00
OPTIONS		
153	Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$320.00
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
59H	Center High-Mounted Stop Lamp (CHMSL)	\$0.00
640A	Order Code 640A	\$0.00

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 169" WB 84" CA (✔ Complete)

64K	Wheels: 17" Argent Painted Steel	\$0.00
67E	250 Amp Alternator	\$0.00
86M	Dual 68 AH/65 AGM Battery	Inc.
872	Rear View Camera & Prep Kit	\$415.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$9,995.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TD8	Tires: LT245/75Rx17E BSW PLUS A/S (6)	\$0.00
X4N	Limited Slip w/4.10 Axle Ratio	\$395.00
Z1	Oxford White	\$0.00
SUBTOTAL		\$62,650.00
Adjustments Total		\$0.00
Destination Charge		\$1,895.00
TOTAL PRICE		\$64,545.00

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 169" WB 84" CA (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)
	3.73 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	HD 250 Amp Alternator
	Towing Equipment -inc: Brake Controller and Trailer Sway Control
	Trailer Wiring Harness
	7500# Maximum Payload
	GVWR: 14,000 lb Payload Package
	HD Shock Absorbers
	Front And Rear Anti-Roll Bars
	Firm Suspension
	Hydraulic Power-Assist Steering
	40 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Dual Rear Wheels
	Auto Locking Hubs
	Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Upfitter Switches
Exterior	
	Wheels: 17" Argent Painted Steel -inc: Hub covers/center ornaments not included (STD)
	Tires: LT245/75Rx17E BSW PLUS A/S (6) -inc: Spare may not be the same as the road tire (STD)

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 169" WB 84" CA (✔ Complete)

Exterior

Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights

Entertainment

Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Fixed Antenna
2 LCD Monitors In The Front

Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 4G Mobile Hotspot Internet Access
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Illuminated Locking Glove Box

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Data Version: 19732. Data Updated: Jun 20, 2023 6:42:00 PM PDT.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 169" WB 84" CA (✔ Complete)

Interior

Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

Driveline Traction Control

Safety-Exterior

Side Impact Beams

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 169" WB 84" CA (✔ Complete)

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Departure Warning
Collision Mitigation-Front
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	45825-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
6/21/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
9/19/2023

REQUESTING AGENCY	OCOE, CITY OF			
CONTACT PERSON	KIEL GAJADHAR	EMAIL	KIEL@OCOE.ORG	
PHONE	407-872-9104	MOBILE	FAX	

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	U1G	MSRP	\$61,200.00
2024 FORD EXPEDITION XL 4WD			
CUSTOMER ID	Public Works: Stormwater - replacing #1007		NJPA PRICE
BED LENGTH	SUV		\$57,324.00

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	\$0.00
LH	Black Onyx, Cloth Front Captain's Chairs	\$0.00
998 44U	3.5L ECO V6 WITH 10-SPEED TRANSMISSION.	\$0.00
153	FRONT LICENSE PLATE BRACKET	\$0.00
536	Heavy-Duty Trailer Tow Package	\$790.00
62E	ControlTrac w/3.73 Axle Ratio	\$0.00
64X	Wheels: 18" Machined-Face Aluminum w/536	\$0.00
	Tires: P275/65R18 AT OWL w/536	\$0.00
BUC	FACTORY BACK UP CAMERA (STD)	\$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$790.00
NEW-TAG	New City tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)		\$245.00
W TLI-4	(4) Whelen ION "T" series ultra thin light heads surface mounted with (2) in grille and (2) to rear of vehicle/body. (AMBER/WHITE)		\$760.00
3KR	Additional key and remote, cut and programmed.		\$265.00

	CONTRACT OPTIONS	\$1,270.00
--	------------------	------------

TRADE IN	TOTAL COST	\$59,384.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	\$0.00

	TOTAL COST LESS TRADE IN(S)	QTY	1	\$59,384.00
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Estimated Annual payments for 60 months paid in advance: \$13,299.57
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY CHRISTY SELF GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Expedition (U1G) XL 4x4 (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford Expedition (U1G) XL 4x4	MSRP:W/A
Interior:Black Onyx, Cloth Front Captain's Chairs	
Exterior 1:Oxford White	
Exterior 2:No color has been selected.	
Engine: 3.5L EcoBoost V6	
Transmission: 10-Speed Automatic w/SelectShift	

OPTIONS

CODE	MODEL	MSRP
U1G	[Fleet] 2023 Ford Expedition (U1G) XL 4x4	W/A
OPTIONS		
102A	Equipment Group 102A SSV Package	(\$2,080.00)
153	Front License Plate Bracket	W/A
44U	Transmission: 10-Speed Automatic w/SelectShift	\$0.00
536	Heavy-Duty Trailer Tow Package	\$795.00
62E	ControlTrac w/3.73 Axle Ratio	Inc.
64X	Wheels: 18" Machined-Face Aluminum w/536	Inc.

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Expedition (U1G) XL 4x4 (Complete)

998	Engine: 3.5L EcoBoost V6	\$0.00
LH	Black Onyx, Cloth Front Captain's Chairs	\$0.00
YZ	Oxford White	\$0.00
—	Tires: P275/65R18 AT OWL w/536	Inc.
SUBTOTAL		W/A
Adjustments Total		W/A
Destination Charge		W/A
TOTAL PRICE		W/A

FUEL ECONOMY		
Est City:N/A		
Est Highway:N/A		
Est Highway Cruising Range:N/A		

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Expedition (U1G) XL 4x4 (✔ Complete)

Standard Equipment

Mechanical

Engine: 3.5L EcoBoost V6 (STD)
Transmission: 10-Speed Automatic w/SelectShift (STD)
3.31 Axle Ratio (STD)
50 States Emissions System
Transmission w/Driver Selectable Mode and Oil Cooler
Electronic Transfer Case
Part And Full-Time Four-Wheel Drive
72-Amp/Hr 675CCA Maintenance-Free Battery w/Run Down Protection
150 Amp Alternator
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
1813# Maximum Payload
GVWR: 7,450 lbs
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
23.3 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 18" Machined-Face Aluminum -inc: magnetic-painted pockets
Tires: P275/65R18 AT
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Body-Colored Front Bumper w/Gray Rub Strip/Fascia Accent

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ALAN JAY FLEET

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Vehicle: [Fleet] 2023 Ford Expedition (U1G) XL 4x4 (✔ Complete)

Exterior

- Body-Colored Rear Step Bumper w/Gray Rub Strip/Fascia Accent
- Black Bodyside Cladding
- Stainless Steel Side Windows Trim and Black Front Windshield Trim
- Body-Colored Door Handles
- Black Power Heated Side Mirrors w/Manual Folding
- Flip-Up Rear Window w/Fixed Interval Wiper and Defroster
- Deep Tinted Glass
- Speed Sensitive Variable Intermittent Wipers
- Galvanized Steel/Aluminum Panels
- Lip Spoiler
- Running Boards
- Black Grille w/Chrome Surround
- Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Roof Rack Rails Only
- Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Perimeter/Approach Lights
- Headlights-Automatic Highbeams

Entertainment

- Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls, Voice Activation, Radio Data System and SYNC 4 External Memory Control
- Radio: AM/FM Stereo w/MP3 Capable -inc: speed-compensated volume and 6 speakers, connected navigation w/90-day trial, pinch-to-zoom capability, live traffic, predictive destinations and route guidance and one box search
- Streaming Audio
- Window Grid Antenna
- 2 LCD Monitors In The Front
- Sync 4 Wireless Phone Connectivity
- Siriusxm Traffic Real-Time Traffic Display

Interior

- Driver Seat

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Vehicle: [Fleet] 2023 Ford Expedition (U1G) XL 4x4 (✔ Complete)

Interior	
	Passenger Seat
	40-20-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Cloth Rear Seat w/Manual Fore/Aft
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
	Power Rear Windows and Fixed 3rd Row Windows
	FordPass Connect 4G Mobile Hotspot Internet Access
	Leather Steering Wheel
	Front Cupholder
	Rear Cupholder
	Compass
	Proximity Key For Push Button Start Only
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Remote Releases -Inc: Keyfob Rear Window
	Cruise Control w/Steering Wheel Controls
	Dual Zone Front Automatic Air Conditioning
	Rear HVAC w/Separate Controls
	HVAC -inc: Underseat Ducts, Auxiliary Rear Heater and Headliner/Pillar Ducts
	Illuminated Locking Glove Box
	Interior Trim -inc: Metal-Look Console Insert and Metal-Look Interior Accents
	Full Cloth Headliner
	Vinyl Door Trim Insert
	Metal-Look Gear Shifter Material
	Cloth Front Captain's Chairs -inc: 5-passenger seating, 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 4 12V DC Power Outlets
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Expedition (U1G) XL 4x4 (✔ Complete)

Interior

Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim
Cargo Area Concealed Storage
Cargo Space Lights
Smart Device Remote Engine Start
Tracker System
Smart Device Integration
SYNC 4 Connected Navigation Integrated Navigation System w/Voice Activation
Dashboard Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Cloth Back Material
Foldable Rear Head Restraints
Front Center Armrest
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
4 12V DC Power Outlets
Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
SYNC 4 911 Assist Emergency Sos

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Expedition (U1G) XL 4x4 (Complete)

Safety-Interior

Reverse Sensing System Rear Parking Sensors
BLIS (Blind Spot Information System) Blind Spot
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Pre-Collision Assist with Pedestrian Detection and Cross-Traffic Alert
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Back-Up Camera w/Washer

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Quote

PHONE (800) ALANJAY (252-6529)	DIRECT 863-385-9610	WWW.ALANJAY.COM	45730-4
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
6/19/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/2/2023

REQUESTING AGENCY	OCOE, CITY OF
CONTACT PERSON	KIEL GAJADHAR
PHONE	407-872-9104
MOBILE	
FAX	
EMAIL	KIEL@OCOE.ORG

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	F1L 101A	MSRP	\$44,245.00
2024 FORD F-150 REGULAR CAB 4WD XL 6.5' BED 122" WB			
CUSTOMER ID	Public Works: Street Division - replacing #1009 and #1010	NJPA PRICE	\$42,933.00
BED LENGTH	6.5' BED		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	\$0.00
AS	Black Medium Dark Slate, Vinyl 40/20/40 Front Seat	\$0.00
995	Engine: 5.0L V8	\$0.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
153	FRONT LICENSE PLATE BRACKET	\$0.00
TT24	Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 7/4 pin-connector; Class IV trailer hitch receiver, Trailer Sway Control, Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper)	\$0.00
BUC	FACTORY BACK UP CAMERA (Camera display in 4" Center Stack is Standard) (Must add Order Code 87R for Rear View Mirror Display)	\$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$0.00
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00
3KR	Additional key and remote, cut and programmed.		\$265.00
W TLI-4 AW	(4) Whelen ION "T" series ultra thin light heads surface mounted with (2) in grille and (2) to rear of vehicle/body. (AMBER/WHITE)		\$760.00
W MJYAAAP	Whelen Mini Justice light bar, Amber, with mounting feet.		\$1,155.00
STEP3-REG	3" black tubular cab step for regular cab pickup.		\$380.00
AJ EBC	Curt Spectrum Electric Brake Controller		\$395.00

CONTRACT OPTIONS \$3,200.00

TRADE IN	TOTAL COST	\$46,133.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		\$0.00

TOTAL COST LESS TRADE IN(S) QTY 2 \$92,266.00

Estimated Annual payments for 60 months paid in advance: \$10,331.89 Extended: \$20,663.79
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY CHRISTY SELF GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	45824-3
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
6/21/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
6/29/2023

REQUESTING AGENCY	OCOEE, CITY OF			
CONTACT PERSON	KIEL GAJADHAR		EMAIL	KIEL@OCOEE.ORG
PHONE	407-872-9104	MOBILE	FAX	

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	F5H 660A	MSRP	\$67,145.00
2024 FORD F-550 REGULAR CAB CHASSIS DRW 4WD XL 60"CA 145" WB DIESEL			

CUSTOMER ID	NJPA PRICE	\$65,748.00
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BED LENGTH	60" CA
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** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
99T 44G	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 -inc: Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking, 240 Amp Alternator, 4.10 Axle Ratio, Transmission Power Take-Off Provision, mobile and stationary PTO modes, Dual 78-AH 750 CCA Batteries	\$0.00
153	OPTIONS Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$315.00
59H	Center High-Mounted Stop Lamp (CHMSL)	\$0.00
660A	Order Code 660A	\$0.00
872	Rear View Camera & Prep Kit	\$410.00
TGJ	Tires: 225/70Rx19.5G BSW A/P	\$0.00
X48	4.88 Axle Ratio	\$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	\$0.00
52B	ELECTRIC BRAKE CONTROLLER (STD.)	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$725.00
NEW-TAG	New tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)		\$245.00
3KR	Additional key and remote, cut and programmed.		\$265.00
W TLI-4	(4) Whelen ION "T" series ultra thin light heads surface mounted with (2) in grille and (2) to rear of vehicle/body.		\$760.00
W MJYAAAP	Whelen Mini Justice light bar, Amber, with mounting feet.		\$1,420.00
W 6-SWITCH	Whelen 6-switch controller.		\$140.00
PTC DU918	9' Godwin 18" fixed side E/H dump body with ground control tarp including arm bars, 6" cheater boards, and rear gate. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)		\$16,340.00
LB MNT	FABRICATE LIGHTBAR MOUNT ON BULKHEAD FOR 24" MINI BAR		\$195.00
PTC CLV-FB	Class V trailer hitch for flat beds 20K rating 2" receiver tube.		\$770.00
PTC 7/4WIRE	7 way flat camper trailer wiring		\$180.00
AJ DB2	Draw bar with 2" Ball, pin, and clip.		\$65.00
CAMERA-F	Dealer installed factory ordered camera (REQUIRES 872).		\$195.00

CONTRACT OPTIONS **\$20,575.00**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN

TOTAL COST

\$87,048.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$87,048.00

Estimated Annual payments for 60 months paid in advance: \$19,495.17

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

CHRISTY SELF

GOVERNMENT ACCOUNT MANAGER

christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	48664-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
9/27/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
9/27/2023

REQUESTING AGENCY	OCOOE, CITY OF			
CONTACT PERSON	KIEL GAJADHAR	EMAIL	KIEL@OCOOE.ORG	
PHONE	407-872-9104	MOBILE	FAX	

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	K4G	MSRP	\$40,440.00
2024 FORD EDGE SE AWD			
CUSTOMER ID	SUPPORT SERVICES, REPLACING 1020		NJPA PRICE
BED LENGTH	SUV		\$37,472.00

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	\$0.00
CE	Ebony, Cloth Bucket Seats	\$0.00
999	Engine: Twin-Scroll 2.0L EcoBoost	\$0.00
448	Transmission: 8-Speed Automatic w/SelectShift	\$0.00
100A	OPTIONS Equipment Group 100A	\$0.00
PW PL	Power Windows & Locks (Incl)	\$0.00
RKE	Remote Keyless Entry	\$0.00
BUC		\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$0.00
NEW-TAG	New City tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)		\$245.00
3K SMART	3rd key and remote for vehicles with proximity access.		\$335.00

CONTRACT OPTIONS \$580.00

TRADE IN	TOTAL COST	\$38,052.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		\$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$38,052.00

Estimated Annual payments for 60 months paid in advance: \$8,522.08
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY CHRISTY SELF GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

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I am always happy to be of assistance.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Ford Edge (K4G) SE AWD (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Ford Edge (K4G) SE AWD	MSRP:\$38,365.00
Interior:Ebony, Cloth Bucket Seats	
Exterior 1:Oxford White	
Exterior 2:No color has been selected.	
Engine: Twin-Scroll 2.0L EcoBoost	
Transmission: 8-Speed Automatic w/SelectShift	

OPTIONS

CODE	MODEL	MSRP
K4G	[Fleet] 2024 Ford Edge (K4G) SE AWD	\$38,365.00
OPTIONS		
100A	Equipment Group 100A	\$0.00
448	Transmission: 8-Speed Automatic w/SelectShift	\$0.00
999	Engine: Twin-Scroll 2.0L EcoBoost	\$0.00
CE	Ebony, Cloth Bucket Seats	\$0.00
YZ	Oxford White	\$0.00
SUBTOTAL		\$38,365.00

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Data Version: 20555. Data Updated: Sep 26, 2023 6:41:00 PM PDT.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Ford Edge (K4G) SE AWD ( Complete)

Adjustments Total	\$0.00
Destination Charge	\$1,495.00
TOTAL PRICE	\$39,860.00

FUEL ECONOMY

Est City:21 (2023) MPG
Est Highway:28 (2023) MPG
Est Highway Cruising Range:518.00 mi

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Ford Edge (K4G) SE AWD (Complete)

Standard Equipment

Mechanical

Engine: Twin-Scroll 2.0L EcoBoost -inc: auto start-stop technology (STD)
Transmission: 8-Speed Automatic w/SelectShift -inc: Active Transmission Warm-Up (STD)
50-State Emissions System
Automatic Full-Time All-Wheel
3.80 Axle Ratio
70-Amp/Hr 760CCA Maintenance-Free Battery w/Run Down Protection
GVWR: TBD
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
18.5 Gal. Fuel Tank
Quasi-Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Brake Actuated Limited Slip Differential

Exterior

Tires: 245/60R18 AS BSW
Wheels: 18" Sparkle Silver-Painted Aluminum
Tire Mobility Kit
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Black Bodyside Cladding
Black Side Windows Trim and Black Front Windshield Trim
Body-Colored Door Handles
Black Power Side Mirrors w/Manual Folding
Fixed Rear Window w/Fixed Interval Wiper and Defroster

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Ford Edge (K4G) SE AWD (✔ Complete)

Exterior

- Deep Tinted Glass
- Speed Sensitive Variable Intermittent Wipers
- Fully Galvanized Steel Panels
- Lip Spoiler
- Metal-Look Grille w/Chrome Surround
- Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Autolamp Auto On/Off Projector Beam Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- LED Brakelights
- Headlights-Automatic Highbeams

Entertainment

- Radio w/Seek-Scan, Clock and Steering Wheel Controls
- Radio: AM/FM Stereo -inc: 6 speakers, MP3 capable, speed-compensated volume and USB media hub (A and C) style
- Streaming Audio
- Integrated Roof Antenna
- SiriusXM w/360L -inc: a 3-month prepaid subscription, Service is not available in Alaska and Hawaii, SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 SiriusXM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc
- SYNC 4A w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Wireless Apple CarPlay and Android Auto compatibility, digital owners manual, adaptive dashcards and conversational voice command recognition
- 3 LCD Monitors In The Front

Interior

- 4-Way Driver Seat
- 4-Way Passenger Seat
- 60-40 Folding Bench Front Facing Manual Reclining Fold Forward Seatback Cloth Rear Seat
- Manual Tilt/Telescoping Steering Column

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Ford Edge (K4G) SE AWD (Complete)

Interior	
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
	Power Rear Windows and Fixed 3rd Row Windows
	Front Cupholder
	Rear Cupholder
	Compass
	Proximity Key For Doors And Push Button Start
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
	FordPass Connect -inc: 4G LTE Wi-Fi hotspot that connects up to 10 devices (Wi-Fi hotspot includes wireless data trail that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features, To activate, go to www.att.com/ford), Remote start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect (optional on select vehicles), the FordPass app, and complimentary connected services are required for remote features (see FordPass terms for details), Connected service and features depend on compatible AT&T network availability, Evolving technology, cellular networks, vehicle capability may limit functionality and prevent operation of connected features, Connected services excluded Wi-Fi hotspot), Note: Telematics solutions (both complimentary and subscription based) are available for fleet customers, providing access to manufacturer-grade data including but not limited to vehicle location, speed, idle time, fuel/energy, range, vehicle diagnostics, and maintenance alerts, FordPass Connect 4G Wi-Fi modem, enables telematics services directly from Ford or through authorized third party providers, Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford, (833-327-3673)
	Cruise Control w/Steering Wheel Controls
	Dual Zone Front Automatic Air Conditioning
	HVAC -inc: Underseat Ducts and Console Ducts
	Locking Glove Box
	Driver Foot Rest
	Cloth Bucket Seats -inc: 4-way manual front-driver seat (fore/aft, lumbar) w/manual recline, 2-way manual front-passenger seat (fore/aft) w/manual recline and 2-way manually adjustable (up/down) head restraints
	Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Chrome/Metal-Look Interior Accents
	Full Cloth Headliner
	Vinyl Door Trim Insert
	Metal-Look Gear Shifter Material
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Ford Edge (K4G) SE AWD (Complete)

Interior

Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim
Cargo Area Concealed Storage
Cargo Features -inc: Tire Mobility Kit
Cargo Space Lights
FOB Controls -inc: Cargo Access and Windows
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Front Center Armrest w/Storage and Rear Center Armrest
2 Seatback Storage Pockets
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
BLIS (Blind Spot Information System) Blind Spot

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Ford Edge (K4G) SE AWD (Complete)

Safety-Interior

Pre-Collision Assist with Automatic Emergency Braking (AEB) and Cross-Traffic Alert
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver And Passenger Knee Airbag
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera w/Washer

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	46516-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
7/17/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
9/28/2023

REQUESTING AGENCY	OCOE, CITY OF			
CONTACT PERSON	KIEL GAJADHAR	EMAIL	KIEL@OCOE.ORG	
PHONE	407-872-9104	MOBILE	FAX	

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	W1L 101A	MSRP	\$50,055.00
2024 FORD F-150 CREW CAB 4WD XL 5.5' BED 145" WB			
CUSTOMER ID	Utilities - replacing #966 and #860	NJPA PRICE	\$46,469.00
BED LENGTH	5.5' BED		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
YZ AS	EXTERIOR COLOR OXFORD WHITE WITH BLACK W/ MEDIUM DARK SLATE, VINYL 40/20/40 FRONT SEAT	\$0.00
99B 44G	Engine: 3.3L V6 PFDI, Transmission: Electronic 10-Speed Automatic	\$0.00
153	FRONT LICENSE PLATE BRACKET	\$0.00
TT	Class IV Towing Equipment -inc: Hitch and Trailer Sway Control Trailer Wiring Harness.	\$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	\$0.00
BUC	FACTORY BACK UP CAMERA (STD)	\$0.00
RKE	REMOTE KEYLESS ENTRY (STD)	\$0.00
CRUISE	CRUISE CONTROL (STD)	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$0.00
W TLI-4	(4) Whelen ION "T" series ultra thin light heads surface mounted with (2) in grille and (2) to rear of vehicle/body. (Amber/White)		\$760.00
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00
3KR	Additional key and remote, cut and programmed.		\$265.00
W MJYAAAAP	Whelen Mini Justice light bar, Amber, with mounting feet.		\$1,155.00
STEP3-CREW	3" black tubular cab step for crew cab pickup.		\$395.00

CONTRACT OPTIONS \$2,820.00

TRADE IN	TOTAL COST	\$49,289.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		\$0.00

TOTAL COST LESS TRADE IN(S) QTY 2 \$98,578.00

Estimated Annual payments for 60 months paid in advance: \$11,038.71 Extended: \$22,077.42
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY CHRISTY SELF GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' BoxMSRP:\$45,410.00

Interior:Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.3L V6 PFDI

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W1E	[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box	\$45,410.00
OPTIONS		
101A	Equipment Group 101A Standard	(\$750.00)
153	Front License Plate Bracket	\$0.00
18B	Black Platform Running Boards	\$250.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
53B	Class IV Trailer Hitch Receiver	\$315.00
64C	Wheels: 17" Silver Steel	\$0.00

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Data Version: 19948. Data Updated: Jul 16, 2023 6:50:00 PM PDT.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

99B	Engine: 3.3L V6 PFDI	Inc.	
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat		\$0.00
X26	3.73 Axle Ratio		\$0.00
YZ	Oxford White		\$0.00
___	Tires: 265/70R17 BSW A/T		\$0.00
SUBTOTAL			\$45,225.00
Adjustments Total			\$0.00
Destination Charge			\$1,995.00
TOTAL PRICE			\$47,220.00

FUEL ECONOMY

Est City:19 MPG
Est Highway:22 MPG
Est Highway Cruising Range:572.00 mi

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability (STD)
Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)
3.73 Axle Ratio (STD)
50 State Emissions
Electronic Transfer Case
Part-Time Four-Wheel Drive
70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
200 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
1765# Maximum Payload
GVWR: 6,470 lbs Payload Package
HD Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Speed-Sensing Steering
Single Stainless Steel Exhaust
26 Gal. Fuel Tank
Auto Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Post-Collision Braking

Exterior

Wheels: 17" Silver Steel (STD)
Tires: 265/70R17 BSW A/T (STD)
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Exterior

- Clearcoat Paint
- Black Rear Step Bumper
- Black Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Side Windows Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Manual Folding
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights
- Auto High Beam

Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System
- Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack
- Fixed Antenna

Interior

- Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest
- Driver Seat
- Passenger Seat
- 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
- Power Rear Windows

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 19948. Data Updated: Jul 16, 2023 6:50:00 PM PDT.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Interior	
	FordPass Connect 4G Mobile Hotspot Internet Access
	Front Cupholder
	Rear Cupholder
	Compass
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Mini Overhead Console w/Storage and 1 12V DC Power Outlet
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Pickup Cargo Box Lights
	Smart Device Remote Engine Start
	Reverse Sensing System
	SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
	Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Trip Computer
	Outside Temp Gauge
	Analog Appearance
	Lane-Keeping System -inc: lane-keeping alert, lane-keeping aid and driver alert

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Data Version: 19948. Data Updated: Jul 16, 2023 6:50:00 PM PDT.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box (Complete)

Interior

Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning and dynamic brake support
Rear View Camera
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
1 12V DC Power Outlet
Air Filtration

Safety-Mechanical

ABS And Driveline Traction Control
Electronic Stability Control (ESC) And Roll Stability Control (RSC)

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Rear Child Safety Locks

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Data Version: 19948. Data Updated: Jul 16, 2023 6:50:00 PM PDT.



GF

September 26, 2023

Ocoee Police
Deputy Chief Chris McKinstry

DESCRIPTION	
K8A	2023 Police Interceptor Utility All Wheel Drive
500A	Equipment Package
99B	3.3L V6 Direct-Injection Engine
44U	10-Speed Automatic Transmission
86P	Front Headlamp/Police Interceptor Housing Prep, Includes pre-drilled hole for side marker LED, does not include LED installed lights (eliminates need to drill housing assemblies)
86T	Tail Lamp/Police Interceptor Housing Prep, Pre-existing holes with standard twist lock sealed capability does not include LED installed lights, (eliminates need to drill housing assemblies)
43D	Dark Car Feature
60A	Grille LED Lights, Siren & Speaker Pre-Wiring
51T	Driver Side LED Spot Lamp
55F	Remote Keyless Entry Key - Includes 4-key fobs
76R	Reverse Sensing
76P	Pre-Collision Assist w/Pedestrian Detection
52T	Class III Trailer Tow Lighting Package
153	Front License Plate Bracket
	Factory Invoice
	Government Price Concession
	4.27% Contract Discount
	Front & Rear Door and Roof Per Customer Supplied Pictures
	Deep Window Tint
TOTAL PURCHASE AMOUNT PER UNIT	
TOTAL PURCHASE AMOUNT FOR NINE UNITS	

\$45,920.00
\$1,200.00
\$1,960.78
\$3,400.00
\$185.00
\$0.00

\$46,344.22
\$417,097.98

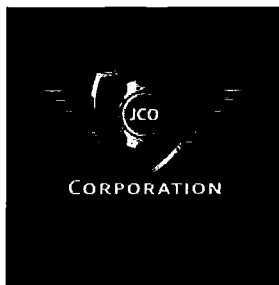
Pricing in accordance with the Charlotte County contract # 2021000541

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
 Richard Weissinger
 Commercial Fleet Sales
 Direct Line (813) 477-0052
 Fax (863) 533-8485

Added by C McKinstry General Fund 7 vehicles

\$324,409.51



JCO Corporation
 2054 Platinum Rd
 Apopka, FL 32703
 407-395-9066
 sales@jcocorp.com
 www.jcocorp.com

Estimate

ADDRESS
City of Ocoee Chris Mckinstry 1 North Bluford Ave Ocoee, FL 34761

SHIP TO
City of Ocoee 646 Ocoee Commerce Pky Ocoee, FL 34761

ESTIMATE #	DATE	
4248	09/28/2023	

VEHICLE NUMBER
 MARKED PATROL 24

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
KIT-TP-SL6U-BB-SS	2020+ PI Utility US Partition Kit (TP-E-SL6-US-SS, SAB-20-FDUV-BB, KP-UV20-DAP-SS)	7	904.87	6,334.09T
AC-20-UV-SET	2020+ PI Utility driver/passenger side set of diamond-punched window screens	7	181.81	1,272.67T
PS-20-UVFX-OS-R	Plastic seat with OS belts, rear partition (square-hole), with fire compartment	7	1,495.58	10,469.06T
AC-20-UV-HATCH	2020+ PI Utility hatch window screen; Square-hole punched	7	121.44	850.08T
CP-UV20-MNT-EB	2020+ PI Utility cargo elevated box mount. Can bolt box(es) to top.	7	249.91	1,749.37T
CP-GB44248-T3	Storage vault, 44W x 24"L x 8"H with 1 1/2 lip	7	1,160.40	8,122.80T
AC-EB-SL-TRAY	Electronics tray for CP-UV-MNT-EB	7	265.00	1,855.00T
AC-EB-TRAY-FENCE	Optional fence for AC-EB-SL-TRAY	7	55.65	389.55T
KT-GM-SGL-SC6	Single weapon mount w/SC6 lock and brackets	7	319.41	2,235.87T
CC-20-UV10-L8	2020+ PI Utility 18" Sloped console, 10" slope, 8" level (no floor plate needed, mounts directly to floor). If needed, includes AC-UV20-HC harness cover.	7	421.90	2,953.30T
FP-WCENCOM-JD	4" Control/Cencom (Sapphire, Carbide)/295 SA,DA	7	0.00	0.00T
FP-MXTL2500	3" XTL2500/5000/APX6500 remote 05/07	7	0.00	0.00T
FP-USB-2DC	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	7	75.60	529.20T

Please remit payment to our business office:

JCO Corporation
 2054 Platinum Road
 Apopka, FL 32703

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
AC-INBHG	4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized.	7	55.00	385.00T
FP-SGTRAY	LOW-PROFILE TRAY 4" (FOR SUNGLASSES, CELL PHONE, LOOSE CHANGE, ETC.)	7	39.00	273.00T
FP-BLNK2	2" Blank filler plate	7	0.00	0.00T
CM-SDMT-SA-LED	Console side ht. adj. mount w/swing arm for docking station	7	370.65	2,594.55T
HAV-UT1001	Universal Rugged Cradle for approximately 11"-14" Computing Devices	7	312.09	2,184.63T
AC-MCM1	Dog-ear type microphone clip plate and clip assembly.	7	16.80	117.60T
AC-PENPRTR-58-CC	Printer mount w/5x8 pad, bolts to console rear (AC-ARM-BKT, AC-ARM-PED-TB, AC-PENPRTR, AC-FOAM-58)	7	347.49	2,432.43T
36-6015W2	light channel for 2 whelen ions	7	38.85	271.95T
WES-36-2125WC	PUSH BAR ELITE WIRE COVER	7	38.85	271.95T
36-2125PB	PIT BAR ELITE	7	432.00	3,024.00T
WES-36-2125	PUSH BUMPER ELITE 2020 UTILITY	7	395.00	2,765.00T
36-2125W	WESTIN WING WRAP	7	304.00	2,128.00T
EB2-WHELEN CORE PKG	54 " DUO LEGACY WCX WITH WHELEN CORE PACKAGE	7	2,818.10	19,726.70T
C399	CENCOM CORE WCX CONTROL CENTER	7	0.00	0.00T
C399K4	OBDII CANPORT CABLE KIT FORD	7	0.00	0.00T
CCTL6-PKG	WCX CONTROL HEAD W/ ROTARY KNOB INCLUDED IN ABOVE PRICE	7	0.00	0.00T
CV2V-PKG	VEHICLE TO VEHICLE MODULE, INCLUDES INTERNAL ANTENNA INCLUDED IN ABOVE PRICE	7	0.00	0.00T
SA315P-PKG	WHELEN 100 WATT SPEAKER INCLUDED IN ABOVE PRICE	7	0.00	0.00T
SAK66D	NEW FORD POLICE INTERCEPTOR UTILITY, 2020, DRIVER SIDE GRILLE	7	0.00	0.00T
SA315P	100 WATT SIREN SPEAKER (REQUIRES BRACKET)	7	165.60	1,159.20T
SAK66P	NEW FORD POLICE INTERCEPTOR UTILITY, 2020, PASSENGER SIDE GRILLE	7	0.00	0.00T
CEM16	WECANX 16 OUTPUT EXPANSION	7	149.00	1,043.00T
I3JC	ION TRIO SUPER-LED LIGHTHEAD - RED/BLUE/WHITE - I3JC AVAILABLE WITH TRIO (THREE COLOR INTERLEAVED) TECHNOLOGY AND	14	159.39	2,231.46T

Please remit payment to our business office:

JCO Corporation
2054 Platinum Road
Apopka, FL 32703

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
TLI2J	NEW LINEAR-LED® OPTICS. * push bumper light channel ION T DUO SURFACE MOUNT SUPER-LED LIGHTHEAD - RED/BLUE SPLIT * 2 pit wrap 2 tag area	28	102.00	2,856.00T
PSJ02FCR	STRIP-LITE+ DUO FLASHR RED/BLU * rear Qtr window	14	101.80	1,425.20T
PSBKT90	90 MOUNTING BRACKET FOR 1 STRIP-LITE PLUS™ LIGHTHEAD	14	19.87	278.18T
VTX9J	VERTEX SUPER-LED DUO BLU/RED *head lights reverse lights	28	65.00	1,820.00T
TLMi2J	MINI T ION RED /BLUE * bottom of hatch visible when open	14	81.00	1,134.00T
TCRWX5*DUO	WeCanX TRACER 5-LAMP HOUSING DUO * rockers W/ side flood option	14	575.00	8,050.00T
TCRB50	NEW 2020 FORD POLICE INTERCEPTOR UTILITY RUNNING BOARD MOUNTING KIT, FOR 5 OR 6 LAMP TRACER™, EACH	14	0.00	0.00T
RPLS50	ION REARPILLAR LC SOLO UTILITY	7	811.96	5,683.72T
JCO-75	75 AMP RELAY/DISCONNECT	7	40.00	280.00T
JCO-FIRE EXT	10# FIRE EXTINGUISHER WITH BRACKET	7	75.99	531.93T
93904	180 USB Vehicle Kit - Includes 93860, 93863, 93882, and one roll of perforated paper w/black mark	7	425.00	2,975.00T
SHOP SUPPLIES	MISC SUPPLIES	7	195.00	1,365.00T
LABOR	INSTALLATION LABOR	7	2,320.00	16,240.00T
SHIPPING	Freight * activate factory wigwag	7	325.00	2,275.00
CHWLFE29	WCX LOW FREQ SIREN AMP EXPLORER	7	412.00	2,884.00T

SUBTOTAL	125,167.49
TAX	0.00
TOTAL	\$125,167.49

Accepted By

Accepted Date

Please remit payment to our business office:
JCO Corporation
2054 Platinum Road
Apopka, FL 32703

GF



Ocoee Police Department

Prepared for:

Ocoee Police Department
Chief Chris McKinstry
cmckinstry@ci.ocoee.fl.us

Contract Holder

REV: 9/28/2023

Duval Ford
Jared Davis
(Work) 904-381-6595
jared.davis@duvalmotor.com
405 Lane Ave N
Jacksonville, FL 32210

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

		Code	Equipment	OEM Price Level:	BCSO Contract Price	
\$90/Hr	Labor Hours.	Parts Quantity	2023 W1P	2023 Ford F-150 Responder	\$ 43,100.00	\$ 40,011.15
			OEM freight	Factory Destination	\$ 1,695.00	\$ 1,722.97
			Exterior Paint	Agate Black Metallic	\$ -	\$ -
			Interior	Black police; 40/BLANK/40	\$ -	\$ -
			998/44G	3.5L V6/10-spd auto	\$ -	\$ -
			47P	Police engine idle feature	\$ 228.00	\$ 231.76
			924/57Q	Privacy glass w/ rear defroster	\$ 992.00	\$ 1,008.37

Section One: VEHICLE

Section 4: FINAL DELIVERY

GF



Ocoee Police Department

Prepared for:

Ocoee Police Department
Chief Chris McKinstry
cmckinstry@ci.ocoe.fl.us

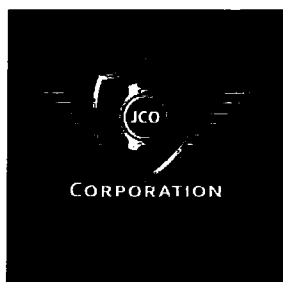
Contract Holder

REV: 9/28/23

Duval Ford
Jared Davis
(Work) 904-381-6595
jared.davis@duvalmotor.com
405 Lane Ave N
Jacksonville, FL 32210

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

		Code	Equipment	OEM Price Level:	BCSO Contract Price	
Labor Hours. \$90/Hr	Parts Quantity	2022 W1P	2022 Ford F-150 Responder	\$ 43,100.00	\$ 35,811.15	Section One: VEHICLE
		OEM freight	Factory Destination	\$ 1,695.00	\$ 1,722.97	
		Exterior Paint	Agate Black Metallic	\$ -	\$ -	
		Interior	Black police; 40/BLANK/40	\$ -	\$ -	
		998/44G	3.5L V6/10-spd auto	\$ -	\$ -	
		18B	Black platform running boards	\$ 228.00	\$ 231.76	
		53A	Trailer Tow Package	\$ 992.00	\$ 1,008.37	
		67T	Integrated trailer brake controller	\$ 251.00	\$ 255.14	
		96W	ToughBed Spray-in Bedliner	\$ 542.00	\$ 550.94	
		Discount	Government concession reflected in Base Vehicle Price			
		Ceiling Markup	Primary Awardee Ceiling Markup	1.65%		
		Ceiling Percentage Markup: Accessories		29%		
0	1		Paint doors Oxford White	\$ 1,774.00	\$ 2,288.46	Section 4: FINAL DELIVERY
0	2		Keyless fobs	\$ 225.00	\$ 580.50	
Final Delivery						
0		Labor	Total Labor Hours for installation of parts	\$ -	\$ -	
		Freight	Freight on Parts	\$ -	\$ -	
154		34761	Destination & Fuel to end user zip code (calculated from 32254 to EU zip Code)	\$ 2.00	\$ 308.00	
		Tag	New FL State Tag, processing and handling by dealer	\$ 173.00	\$ 173.00	
		Warranty	Extended Warranty excluded	\$ -	\$ -	
		NOTE	Stock unit NKE81754			
UNIT COST					\$ 42,930.29	
TOTAL QUANTITY		1		TOTAL PURCHASE	\$ 42,930.29	



JCO Corporation
 2054 Platinum Rd
 Apopka, FL 32703
 407-395-9066
 sales@jcocorp.com
 www.jcocorp.com

Estimate

ADDRESS
City of Ocoee Chris Mckinstry 1 North Bluford Ave Ocoee, FL 34761

SHIP TO
City of Ocoee 646 Ocoee Commerce Pky Ocoee, FL 34761

ESTIMATE #	DATE
4251	09/29/2023

VEHICLE NUMBER

24 f150 patrol

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
KIT-TP-SL6-21F1-SS	2021-22 F150 Partition Kit (TP-E-SL6-FS-SS, PM-21F150, KP-F150-15-SS)	2	912.60	1,825.20T
PS-21F1-OSPST-CWS	Ford F150 Bench plastic seat with OS belt system and cab window screen	2	2,284.50	4,569.00T
AC-F150-15-SET	2015-20 F-150 / 2017-20 F-250-550; Driver/passenger side set of diamond-punched window screens	2	252.01	504.02T
KT-GM-SGL-SC6	Single weapon mount w/SC6 lock and brackets	2	319.41	638.82T
CC-21F1-0709OS-PRTR	2021-22 Ford F150 16" Printer console; open storage along passenger side; 7" slope, 9" level	2	686.88	1,373.76T
FP-WCENCOM-JD	4" Control/Cencom (Sapphire, Carbide)/295 SA,DA	2	0.00	0.00T
FP-USB-2DC	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	2	75.60	151.20T
FP-SGTRAY	Low-Profile Tray 4" (For Sunglasses, Cell Phone, Loose Change Etc.)	2	39.00	78.00T
AC-INBHG	4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized.	2	55.00	110.00T
FP-BLNK2	2" Blank filler plate fill remaining space with blanks plates	2	0.00	0.00T
CM-SDMT-SL-LED	Console side ht. adj. mount w/slide arm for docking station	2	413.47	826.94
HAV-UT1001	Universal Rugged Cradle for approximately 11"-14" Computing Devices	2	312.09	624.18T
AC-MCM1	Dog-ear type microphone clip plate and	2	16.00	32.00T

Please remit payment to our business office:

JCO Corporation
 2054 Platinum Road
 Apopka, FL 32703

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	clip assembly.			
AC-SIDEARM-9	9" x 3" molded foam arm pad on 5" tall L bracket. Bolts to console side or rear.	2	103.19	206.38T
36-54085	WESTIN PUSH BUMPER ELITE XD 2021-C F-150 Police Responder/SSV/XL	2	572.73	1,145.46T
36-6015W2	light channel for 2 whelen ions	2	38.85	77.70T
36-54085PB	PIT BAR ELITE-XD FOR USE WITH 36-54085 PUSH BUMPER ELITE-XD 2023 f150	2	432.34	864.68T
36-52065W	WING WRAPS FOR WESTIN PUSH BUMPER	2	259.74	519.48T
36-52065WC	Wire Cover Accessory For Push Bumper Elite XD	2	50.56	101.12T
EB2-WHELEN CORE PKG	54 " Duo Legacy WCX with Whelen Core Package	2	2,818.10	5,636.20T
C399	CENCOM CORE WCX CONTROL CENTER	2	0.00	0.00T
C399K7	OBD II CANPORT KIT 2021 F-150	2	0.00	0.00T
CCTL7-PKG	3 Section Controller (Head Only) 21 Push-Buttons, 4-Position Slide Switch,	2	0.00	0.00T
CV2V-PKG	VEHICLE TO VEHICLE MODULE, INCLUDES INTERNAL ANTENNA INCLUDED IN ABOVE PRICE	2	0.00	0.00T
SA315P	100 WATT SIREN SPEAKER (REQUIRES BRACKET)	2	0.00	0.00T
SAK1	HEAVY-DUTY UNIVERSAL "L" MOUNTING BRACKET	2	0.00	0.00T
SA315P	100 WATT SIREN SPEAKER (REQUIRES BRACKET)	2	391.00	782.00T
SAK1	HEAVY-DUTY UNIVERSAL "L" MOUNTING BRACKET	2	0.00	0.00T
CEM16	WECANX 16 OUTPUT EXPANSION	2	149.00	298.00T
I3JC	ION TRIO SUPER-LED LIGHTHEAD - RED/BLUE/WHITE - I3JC AVAILABLE WITH TRIO (THREE COLOR INTERLEAVED) TECHNOLOGY AND NEW LINEAR-LED® OPTICS. * Push Bumper light channel	4	159.39	637.56T
TLI2J	ION T DUO SURFACE MOUNT SUPER-LED LIGHTHEAD - RED/BLUE duo * pit wrap	4	102.00	408.00T
PSJ02FCR	STRIP-LITE+ DUO FLASHR RED/BLU * under tailgate	4	101.80	407.20T
VTX9J	VERTEX SUPER-LED DUO BLU/RED Reverse housing bed lights	8	65.00	520.00T

Please remit payment to our business office:

JCO Corporation
2054 Platinum Road
Apopka, FL 32703

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
TCRWX5*DUO	WeCanX TRACER 5-LAMP HOUSING DUO	4	575.00	2,300.00T
TCRB47	2015-2020 FORD F-150 SUPERCREW, 2017-2020 FORD F-250/F-350 CREW CAB AND 2018-2020 FORD EXPEDITION SSV, RUNNING BOARD MOUNTING KIT, FOR 6 LAMP TRACER™, EACH	4	0.00	0.00T
UHF2150A	HEADLIGHT/GRILLE LIGHT FLASHER WITH 4 FLASH PATTERNS FOR POSITIVE OR NEGATIVE HEADLIGHT SWITCHING	2	42.00	84.00T
JCO-75	75 AMP RELAY/DISCONNECT	2	40.00	80.00T
JCO-FIRE EXT	10# FIRE EXTINGUISHER WITH BRACKET	2	75.99	151.98T
93904	180 USB Vehicle Kit - Includes 93860, 93863, 93882, and one roll of perforated paper w/black mark	2	425.00	850.00T
UC2206	21-C F150 CREW CAB 5.5 FT BED-TEXTURED UNDERCOVER SE	2	1,095.00	2,190.00T
DCKDF4	Decked Truck Bed Storage System (5.6ft Bed) DCKDF4	2	1,449.99	2,899.98T
SHOP SUPPLIES	MISC SUPPLIES	2	195.00	390.00T
LABOR	INSTALLATION LABOR	2	2,200.00	4,400.00T
SHIPPING	Freight	2	500.00	1,000.00T
ARGES1	ARGES SUPER LED 360 REMOTE CONTROL SPOTLIGHT	2	144.00	288.00T
ARGCH1	CONTROL HEAD FOR ARGES , BAIL BRACKET MOUNT	2	0.00	0.00T
ARG47CD	ARGES DRIVERS FENDER MOUNT 21+ F150	2	0.00	0.00T

SUBTOTAL 36,970.86

TAX 0.00

TOTAL **\$36,970.86**

Accepted By

Accepted Date

Please remit payment to our business office:
JCO Corporation
2054 Platinum Road
Apopka, FL 32703

IMPACT



Ocoee Police Department

Specification #	224
Unit Description	WDEE75

Prepared for:

Prepared by:

10/6/2023

Ocoee Police Department
 Attn: Deputy Chief Chris McKinstry
CMckinstry@ocoe.org
 407-905-3160

Extra Black

Garber Chrysler Dodge Truck

Dan Drake
 PH: (904) 264-2442 Extr: 2332 FAX: (904) 284-0054
 3408 Hwy 17 Green Cove Springs Fl, 32043
ddrake@garberautomall.com



Florida Sheriffs
 Association

Prices are published by the Florida Sheriffs Association (www.fisheriffs.org)
 Purchasing contract number is FSA22-VEL30.0 Pursuit, Administrative & Other
 Vehicles, expiring September 30th, 2023. If you have any questions regarding this
 quote please call!

Base Price - Central Zone

WDEE75

2023 Dodge Durango Pursuit AWD V8

\$41,878.00

Codes	Optional Equipment	Unit Price	Net Price
22Z	Quick Order Package 22Z	Included	\$0.00
EZH	Engine: 5.7L V8 HEMI MDS VVT	Included	\$0.00
DFD	Transmission: 8-Speed Automatic	Included	\$0.00
PXI	DB Black Clearcoat	Included	\$0.00
A7X9	Black, Cloth Bucket Seats w/Rear Vinyl -Inc: Vinyl 2nd Row Seat	134	\$134.00
LNF	Black Left LED Spot Lamp	Included	\$0.00
4K	Total of (4) Keys and Key Fobs	Included	\$0.00
	Non-OEM Equipment:		
TTP	Paint 4-Doors and Roof White on Black Vehicle	1995	\$1,995.00
TINT	Tint All Windows to 20% Match with Windshield Strip	320	\$320.00
DEL	Delivery	Included	\$0.00

TOTAL PURCHASE AMOUNT PER VEHICLE

\$ 44,327.00

TOTAL PURCHASE X 3 VEHICLES

\$ 132,981.00



JCO Corporation
 2054 Platinum Rd
 Apopka, FL 32703
 407-395-9066
 sales@jcocorp.com
 www.jcocorp.com

Estimate

ADDRESS

City of Ocoee
 Chris Mckinstry
 1 North Bluford Ave
 Ocoee, FL 34761

SHIP TO

City of Ocoee
 646 Ocoee Commerce Pky
 Ocoee, FL 34761

ESTIMATE #	DATE	
4250	09/29/2023	

VEHICLE NUMBER

Durango patrol 24

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
KIT-TP-SL6-21DR-SS	2021-22 Durango Partition Kit (TP-E-SL6-US-SS, PM-21DUR-BF, KP-BFDUR-SS)	3	923.13	2,769.39T
PS-21DUR-OS-FX	2021+ Dodge Durango plastic set with OS belts, TROY rear cage w/ driver fire extinguisher cubby & square-hole passenger wall	3	2,043.00	6,129.00T
CP-21DUR-CG-MNT	2021+ Durango SSV/PPV cargo mount compatible with 2021 Troy rear cages	3	567.91	1,703.73T
CP-GB403212-LIP	40" W x 32" L x 12" H w/2 DL locking handles; 1" trim punched with bungee-cord holes. Carpet top.	3	1,321.25	3,963.75T
AC-DUR18-SET	2018-21+ Durango SSV driver/passenger side diamond-punch window guard set	3	182.25	546.75T
AC-DUR18-HATCH	2018-21 Durango SSV hatch window screen; Square-hole punched	3	133.38	400.14T
KT-GM-SGL-SC6	Single weapon mount w/SC6 lock and brackets	3	319.41	958.23T
CC-21DUR-0810	2021+ Durango 18" vehicle specific console: 8" slope, 10" level area, relocates OEM USB ports	3	572.02	1,716.06T
FP-WCENCOM-JD	4" Control/Cencom (Sapphire, Carbide)/295 SA,DA	3	0.00	0.00T
FP-USB-2DC	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	3	75.60	226.80T
FP-SGTRAY	LOW-PROFILE TRAY 4" (FOR SUNGLASSES, CELL PHONE, LOOSE CHANGE, ETC.)	3	39.00	117.00T

Please remit payment to our business office:

JCO Corporation
 2054 Platinum Road
 Apopka, FL 32703

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
AC-INBHG	4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized.	3	55.00	165.00T
FP-BLNK2	2" Blank filler plate	3	0.00	0.00T
CM-SDMT-SA-LED	Console side ht. adj. mount w/swing arm for docking station	3	370.65	1,111.95T
HAV-UT1001	Universal Rugged Cradle for approximately 11"-14" Computing Devices	3	312.09	936.27T
AC-MCM1	Dog-ear type microphone clip plate and clip assembly.	3	16.80	50.40T
AC-PENPRTR-58-CC	Printer mount w/5x8 pad, bolts to console rear (AC-ARM-BKT, AC-ARM-PED-TB, AC-PENPRTR, AC-FOAM-58)	3	347.49	1,042.47T
36-0475	Westin Public Safety Push Bumper Elite Dodge Durango 2021-2022	3	413.53	1,240.59T
36-4075WC	BUSH BUMPER ELITE WIRE COVER	3	50.56	151.68T
36-6015W2	light channel for 2 whelen ions	3	38.85	116.55T
36-4075PB	Westin Pin Bar Elite	3	475.00	1,425.00T
36-4075W	WESTIN WING WRAP HEADLIGHT GUARD DURANGO	3	304.20	912.60T
EB2-WHELEN CORE PKG	54 " DUO LEGACY WCX WITH WHELEN CORE PACKAGE	3	2,818.10	8,454.30T
C399	CENCOM CORE WCX CONTROL CENTER	3	0.00	0.00T
C399K3	OBDII CANPORT KIT DODGE	3	0.00	0.00T
CCTL6-PKG	WCX CONTROL HEAD W/ ROTARY KNOB INCLUDED IN ABOVE PRICE	3	0.00	0.00T
CV2V-PKG	VEHICLE TO VEHICLE MODULE, INCLUDES INTERNAL ANTENNA INCLUDED IN ABOVE PRICE	3	0.00	0.00T
SA315P-PKG	WHELEN 100 WATT SPEAKER INCLUDED IN ABOVE PRICE	3	0.00	0.00T
SAK54CM	New! Dodge Durango, 2015-2022, Center Mount, for One or Two Speakers (Replaces SAK54)	3	0.00	0.00T
Sales		2		0.00
SA315P	100 WATT SIREN SPEAKER (REQUIRES BRACKET)	3	165.60	496.80T
SAK1	HEAVY-DUTY UNIVERSAL "L" MOUNTING BRACKET	3	0.00	0.00T
CEM16	WECANX 16 OUTPUT EXPANSION	3	149.00	447.00T
I3JC	ION TRIO SUPER-LED LIGHTHEAD - RED/BLUE/WHITE - I3JC AVAILABLE WITH TRIO (THREE COLOR INTERLEAVED) TECHNOLOGY AND NEW LINEAR-LED® OPTICS. * push bumper light channel	6	159.39	956.34T

Please remit payment to our business office:

JCO Corporation
2054 Platinum Road
Apopka, FL 32703

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
TLI2J	ION T DUO SURFACE MOUNT SUPER-LED LIGHTHEAD - RED/BLUE SPLIT * 2 pit wrap 2 tag area	12	102.00	1,224.00T
PSJ02FCR	STRIP-LITE+ DUO FLASHR RED/BLU * rear Qtr window	6	101.80	610.80T
PSBKT90	90 MOUNTING BRACKET FOR 1 STRIP-LITE PLUS™ LIGHTHEAD	6	19.87	119.22T
VTX9J	VERTEX SUPER-LED DUO BLU/RED *head lights reverse lights	12	65.00	780.00T
TLM12J	MINI T ION RED /BLUE * bottom of hatch visible when open	6	81.00	486.00T
TCRWX5*DUO	WeCanX TRACER 5-LAMP HOUSING DUO * rockers W/ side flood option	6	575.00	3,450.00T
TCRB44	2015-2018 DODGE DURANGO, RUNNING BOARD MOUNTING KIT, FOR 5 LAMP TRACER™, EACH	6	0.00	0.00T
RPLS44	ION REARPILLAR LC SOLO DURANGO	3	811.00	2,433.00T
JCO-75	75 AMP RELAY/DISCONNECT	3	40.00	120.00T
JCO-FIRE EXT	10# FIRE EXTINGUISHER WITH BRACKET	3	75.99	227.97T
93904	180 USB Vehicle Kit - Includes 93860, 93863, 93882, and one roll of perforated paper w/black mark	3	425.00	1,275.00T
SHOP SUPPLIES	MISC SUPPLIES	3	195.00	585.00T
LABOR	INSTALLATION LABOR	3	2,200.00	6,600.00T
SHIPPING	Freight * activate factory wigwag	3	500.00	1,500.00

SUBTOTAL 55,448.79

TAX 0.00

TOTAL **\$55,448.79**

Accepted By

Accepted Date

Please remit payment to our business office:

JCO Corporation
2054 Platinum Road
Apopka, FL 32703



September 26, 2023

Ocoee Police
Deputy Chief Chris McKinstry

DESCRIPTION	
K8A	2023 Police Interceptor Utility All Wheel Drive
500A	Equipment Package
99B	3.3L V6 Direct-Injection Engine
44U	10-Speed Automatic Transmission
86P	Front Headlamp/Police Interceptor Housing Prep, Includes pre-drilled hole for side marker LED, does not include LED installed lights (eliminates need to drill housing assemblies)
86T	Tail Lamp/Police Interceptor Housing Prep, Pre-existing holes with standard twist lock sealed capability does not include LED installed lights, (eliminates need to drill housing assemblies)
43D	Dark Car Feature
60A	Grille LED Lights, Siren & Speaker Pre-Wiring
51T	Driver Side LED Spot Lamp
55F	Remote Keyless Entry Key - Includes 4-key fobs
76R	Reverse Sensing
76P	Pre-Collision Assist w/Pedestrian Detection
52T	Class III Trailer Tow Lighting Package
153	Front License Plate Bracket
	Factory Invoice
	\$45,920.00
	Government Price Concession
	\$1,200.00
	4.27% Contract Discount
	\$1,960.78
	Front & Rear Door and Roof Per Customer Supplied Pictures
	\$3,400.00
	Deep Window Tint
	\$185.00
	\$0.00
TOTAL PURCHASE AMOUNT PER UNIT	
\$46,344.22	
TOTAL PURCHASE AMOUNT FOR NINE UNITS	
\$417,097.98	

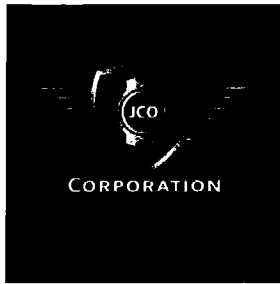
Pricing in accordance with the Charlotte County contract # 2021000541

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
 Richard Weissinger
 Commercial Fleet Sales
 Direct Line (813) 477-0052
 Fax (863) 533-8485

Added by C. McKinstry Impact Funds 2 vehicles

\$92,688.43



JCO Corporation
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Estimate

ADDRESS

City of Ocoee
 Chris Mckinsty
 1 North Bluford Ave
 Ocoee, FL 34761

SHIP TO

City of Ocoee
 646 Ocoee Commerce Pky
 Ocoee, FL 34761

ESTIMATE #	DATE
4267	10/06/2023

VEHICLE NUMBER

CSA UNIT 2

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
GB2****	54", WHELEN WECAN LEGACY DUO AMBER AND/OR WHITE	2	1,606.80	3,213.60T
RPLS50	ION REARPILLAR LC SOLO UTILITY	2	811.96	1,623.92T
CCP9	LIGHT BAR CONTROL PT/SWITCH COMBO 6 BUTTONS WITH 3 POSITION SLIDE SWITCH, NO SIREN CAPABILITY	4	399.00	1,596.00T
TLI2F	ION T SERIES LINEAR A/W 2 FRONT 2 REAR	8	101.00	808.00T
TCRWX5*DUO	WeCanX TRACER 5-LAMP HOUSING DUO	4	575.00	2,300.00T
TCRB50	NEW 2020 FORD POLICE INTERCEPTOR UTILITY RUNNING BOARD MOUNTING KIT, FOR 5 OR 6 LAMP TRACER™, EACH	4	0.00	0.00T
CEM16	WECANX 16 OUTPUT EXPANSION	2	149.00	298.00T
CCP	TRACER CONTROL POINT	4	65.00	260.00T
CC-20-UV10-L8	2020+ PI Utility 18" Sloped console, 10" slope, 8" level (no floor plate needed, mounts directly to floor). If needed, includes AC-UV20-HC harness cover.	2	421.90	843.80T
AC-INBHG	4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized.	2	55.00	110.00T
FP-SGTRAY	Low-Profile Tray 4" (For Sunglasses, Cell Phone, Loose Change Etc.)	2	39.00	78.00T
LABOR	INSTALLATION LABOR	2	1,500.00	3,000.00T

Please remit payment to our business office:

JCO Corporation
 2054 Platinum Road
 Apopka, FL 32703

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
AC-PENPRTR-90	Printer mount with 3 x 9 pad and low-profile L bracket. (AC-PENPRTR-90, AC-FOAM-93)	2	305.00	610.00T
CM-SDMT-SL-LED	Console side ht. adj. mount w/slide arm for docking station	2	370.65	741.30
HAV-UT1001	Universal Rugged Cradle for approximately 11"-14" Computing Devices	2	312.09	624.18T
SHOP SUPPLIES	MISC SUPPLIES	2	125.00	250.00T
93904	I80 USB Vehicle Kit - Includes 93860, 93863, 93882, and one roll of perforated paper w/black mark	2	425.00	850.00T
CP-UV20-MNT-EB	2020+ PI Utility cargo elevated box mount. Can bolt box(es) to top.	2	249.91	499.82T
CP-GB44248-T3	Storage vault, 44W x 24"L x 8"H with 1 1/2 lip	2	1,160.40	2,320.80T
SHIPPING	Freight	2	325.00	650.00T

SUBTOTAL 20,677.42

TAX 0.00

TOTAL **\$20,677.42**

Accepted By

Accepted Date

Please remit payment to our business office:

JCO Corporation
2054 Platinum Road
Apopka, FL 32703



K9
IMPACT

September 26, 2023

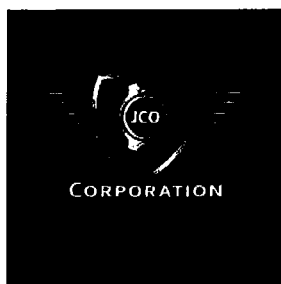
Ocoee Police
Deputy Chief Chris McKinstry

DESCRIPTION		
K8A	2023 Police Interceptor Utility All Wheel Drive	
500A	Equipment Package	
99B	3.3L V6 Direct-Injection Engine	
44U	10-Speed Automatic Transmission	
86P	Front Headlamp/Police Interceptor Housing Prep, Includes pre-drilled hole for side marker LED, does not include LED installed lights (eliminates need to drill housing assemblies)	
86T	Tail Lamp/Police Interceptor Housing Prep, Pre-existing holes with standard twist lock sealed capability does not include LED installed lights, (eliminates need to drill housing assemblies)	
43D	Dark Car Feature	
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	
51T	Driver Side LED Spot Lamp	
55F	Remote Keyless Entry Key - Includes 4-key fobs	
76R	Reverse Sensing	
76P	Pre-Collision Assist w/Pedestrian Detection	
52T	Class III Trailer Tow Lighting Package	
153	Front License Plate Bracket	
17A	Rear Air Conditioning	
	Factory Invoice	\$46,493.00
	Government Price Concession	\$1,200.00
	4.27% Contract Discount	\$1,985.25
	Front & Rear Door and Roof Per Customer Supplied Pictures	\$3,400.00
	Deep Window Tint	\$185.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$46,892.75

Pricing in accordance with the Charlotte County contract # 2021000541

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485



JCO Corporation
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 Apopka, FL 32703
 407-395-9066
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Estimate

ADDRESS
City of Ocoee Chris Mckinstry 1 North Bluford Ave Ocoee, FL 34761

SHIP TO
City of Ocoee 646 Ocoee Commerce Pky Ocoee, FL 34761

ESTIMATE #	DATE	
4261	10/03/2023	

VEHICLE NUMBER

k-9 piu 24

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
EZPF_INTERC.SUV	Kennel For Ford Interceptor Utility	1	2,428.00	2,428.00T
K9-WATER DISH	New Hinged Universal Water Dish Matte Black	1	115.70	115.70T
HP-5020	Hot-N-Pop® PRO Temperature Alarm & Door Opening System. Includes Horn Activation, Siren Activation, Light Activation, Dual Window Drop and One Door Pop Remote with Holster.	1	1,499.00	1,499.00T
NO K-9 LEFT BEHIND	No K9 Left Behind For Hot and Pop	1	87.49	87.49T
HA-FKT10-P	10" Fan Kit with Switch	1	239.00	239.00T
ACE WATCHDOG	Cellular Integration for ACE K-9 * requires \$168 yearly subscription, first year included	1	899.00	899.00T
PSSEQACR	SEQUENCING LIGHT, AMBER, 6 SEQUENCING PATTERNS, 11 FLASHING PATTERNS, CLEAR LENS ** k-9 doors	1	141.75	141.75T
CP-UV20-MNT-EB	2020+ PI Utility cargo elevated box mount. Can bolt box(es) to top.	1	249.91	249.91T
CP-GB44248-T3	Storage vault, 44W x 24"L x 8"H with 1 1/2 lip	1	1,160.40	1,160.40T
AC-EB-SL-TRAY	Electronics tray for CP-UV-MNT-EB	1	265.00	265.00T
AC-EB-TRAY-FENCE	Optional fence for AC-EB-SL-TRAY	1	55.65	55.65T
KT-GM-SGL-SC6	Single weapon mount w/SC6 lock and brackets	1	319.41	319.41T

Please remit payment to our business office:

JCO Corporation
 2054 Platinum Road
 Apopka, FL 32703

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
CC-20-UV10-L8	2020+ PI Utility 18" Sloped console, 10" slope, 8" level (no floor plate needed, mounts directly to floor). If needed, includes AC-UV20-HC harness cover.	1	421.90	421.90T
FP-WCENCOM-JD	4" Control/Cencom (Sapphire, Carbide)/295 SA,DA	1	0.00	0.00T
FP-MXTL2500	3" XTL2500/5000/APX6500 remote 05/07	1	0.00	0.00T
FP-USB-2DC	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	1	75.60	75.60T
AC-INBHG	4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized.	1	55.00	55.00T
FP-ACE-K9	4" Hot-n-Pop K-9 Temp sensor	1	50.00	50.00T
FP-BLNK2	2" Blank filler plate	1	0.00	0.00T
CM-SDMT-SA-LED	Console side ht. adj. mount w/swing arm for docking station	1	370.65	370.65T
HAV-UT1001	Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	312.09	312.09T
AC-MCM1	Dog-ear type microphone clip plate and clip assembly.	1	16.80	16.80T
AC-PENPRTR-58-CC	Printer mount w/5x8 pad, bolts to console rear (AC-ARM-BKT, AC-ARM-PED-TB, AC-PENPRTR, AC-FOAM-58)	1	347.49	347.49T
36-6015W4	PUSH BUMPER LIGHT CHANNEL 33.1 INCH WHELEN, 4 HOLE	1	38.85	38.85T
WES-36-2125WC	PUSH BAR ELITE WIRE COVER	1	38.85	38.85T
36-2125PB	PIT BAR ELITE	1	432.00	432.00T
WES-36-2125	PUSH BUMPER ELITE 2020 UTILITY	1	395.00	395.00T
36-2125W	WESTIN WING WRAP	1	304.00	304.00T
EB2-WHELEN CORE PKG	54 " DUO LEGACY WCX WITH WHELEN CORE PACKAGE	1	2,818.10	2,818.10T
C399	CENCOM CORE WCX CONTROL CENTER	1	0.00	0.00T
C399K4	OBDII CANPORT CABLE KIT FORD	1	0.00	0.00T
CCTL6-PKG	WCX CONTROL HEAD W/ ROTARY KNOB INCLUDED IN ABOVE PRICE	1	0.00	0.00T
CV2V-PKG	VEHICLE TO VEHICLE MODULE, INCLUDES INTERNAL ANTENNA INCLUDED IN ABOVE PRICE	1	0.00	0.00T
SA315P-PKG	WHELEN 100 WATT SPEAKER INCLUDED IN ABOVE PRICE	1	0.00	0.00T
SAK66D	NEW FORD POLICE INTERCEPTOR UTILITY, 2020, DRIVER SIDE GRILLE	1	0.00	0.00T
SA315P	100 WATT SIREN SPEAKER (REQUIRES BRACKET)	1	165.60	165.60T

Please remit payment to our business office:

JCO Corporation
2054 Platinum Road
Apopka, FL 32703

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
SAK66P	NEW FORD POLICE INTERCEPTOR UTILITY, 2020, PASSENGER SIDE GRILLE	1	0.00	0.00T
CEM16	WECANX 16 OUTPUT EXPANSION	2	149.00	298.00T
I3JC	ION TRIO SUPER-LED LIGHTHEAD - RED/BLUE/WHITE - I3JC AVAILABLE WITH TRIO (THREE COLOR INTERLEAVED) TECHNOLOGY AND NEW LINEAR-LED® OPTICS. * push bumper light channel	2	159.39	318.78T
IONV3B	COMBINATION 180 WARNING, TAKEDOWN AND PUDDLE LIGHT COMBINATION, BLUE WARNING, BLACK HOUSING - 3 LEDS FOR WHITE	1	203.53	203.53T
IONV3R	COMBINATION 180 WARNING, TAKEDOWN AND PUDDLE LIGHT COMBINATION, RED WARNING, BLACK HOUSING - 3 LEDS FOR WHITE	1	203.25	203.25T
IONSV3*W	SURFACE MOUNT ION™ WITH COMBINATION 180 WARNING, TAKE DOWN AND PUDDLE LIGHT, RED, BLUE, AMBER, OR WHITE WARNING, WHITE HOUSING ** 1 red ,1 blue ** "side kick " front fender	2	203.25	406.50T
TLI2J	ION T DUO SURFACE MOUNT SUPER- LED LIGHTHEAD - RED/BLUE SPLIT * 2 pit wrap 2 tag area	4	102.00	408.00T
PSJ02FCR	STRIP-LITE+ DUO FLASHR RED/BLU * rear Qtr window	2	101.80	203.60T
PSBKT90	90 MOUNTING BRACKET FOR 1 STRIP- LITE PLUS™ LIGHTHEAD	2	19.87	39.74T
VTX9J	VERTEX SUPER-LED DUO BLU/RED *head lights reverse lights	4	65.00	260.00T
TLM12J	MINI T ION RED /BLUE * bottom of hatch visible when open	2	81.00	162.00T
TCRWX5*DUO	WeCanX TRACER 5-LAMP HOUSING DUO * rockers W/ side flood option	2	575.00	1,150.00T
TCRB50	NEW 2020 FORD POLICE INTERCEPTOR UTILITY RUNNING BOARD MOUNTING KIT, FOR 5 OR 6 LAMP TRACER™, EACH	2	0.00	0.00T
RPLS50	ION REARPILLAR LC SOLO UTILITY	1	811.96	811.96T
JCO-75	75 AMP RELAY/DISCONNECT	1	40.00	40.00T
JCO-FIRE EXT	10# FIRE EXTINGUISHER WITH BRACKET	1	75.99	75.99T

Please remit payment to our business office:

JCO Corporation
2054 Platinum Road
Apopka, FL 32703

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
93904	180 USB Vehicle Kit - Includes 93860, 93863, 93882, and one roll of perforated paper w/black mark	1	425.00	425.00T
WINDOW TINT	TINTING OF WINDOWS TO REQUEST ** Dark Tint Ceramic **	1	275.00	275.00T
SHOP SUPPLIES	MISC SUPPLIES	1	195.00	195.00T
LABOR	INSTALLATION LABOR	1	2,400.00	2,400.00T
SHIPPING	Freight * activate factory wigwag	1	325.00	325.00
CHWLFE29	WCX LOW FREQ SIREN AMP EXPLORER	1	325.00	325.00T

SUBTOTAL	21,828.59
TAX	0.00
TOTAL	\$21,828.59

Accepted By

Accepted Date

Please remit payment to our business office:
JCO Corporation
2054 Platinum Road
Apopka, FL 32703

Glenn Joiner & Son, Inc.

Joiner's NAPA Auto Parts

QUOTATION

13202 W Colonial Drive

Winter Garden, FL 34787

Phone: (407) 656-4141

Fax: (407) 6566601

DATE

October 2, 2023

QUOTATION #

10011

CUSTOMER ID

2466

BILL TO

City of Ocoee

150 Lake Shore Drive, Ocoee, FL 34761

(407) 554-7315

QUOTATION VALID UNTIL

December 31, 2023

PREPARED BY

Eric Joiner

DESCRIPTION		AMOUNT
FWD.I12N301BL	2 Post Lift	\$ 10,529.00
R&R of old lift and install of new	Labor	\$ 1,500.00
	TOTAL	\$ 12,029.00

This quotation is under the umbrella of the Sourcewell awarded contract #013020-GPC: FWD.I12N301BL \$10792.57

THANK YOU FOR YOUR BUSINESS!



Meeting Date: October 17, 2023
Item #: 15

Contact Name: Doug Gaines
Contact Number: Ext. 1503

Department Director: Doug Gaines
City Manager: Robert Frank

Subject: Approval of Foreclosure Registration Services Agreement. (Support Services Director Gaines)

Background Summary:

The City of Ocoee established an abandoned residential property program as a mechanism to protect residential neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties. The Vacant Property Ordinance established a registration requirement for abandoned properties or properties in the process of foreclosure. This registry has provided a data base for police, fire and code enforcement personnel to utilize immediately to deter continued neglect of these properties and the negative effects they have on the community. ProChamps, our previous vendor, went out of business. MuniReg LLC would administer this registry for the City of Ocoee to include: records administration, providing internet website registration, fee payment, and fee collection, monthly financial and registration reporting, data tracking and status updates. The Support Services Department is requesting permission to execute a new services agreement with MuniReg LLC.

Issue:

Should the Honorable Mayor and City Commissioners approve the services agreement to procure the services of MuniReg LLC for foreclosure registration and execute a contract in exchange for a percentage of the fees collected?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and City Commissioners allow administration of the abandoned residential property program by executing the services agreement with MuniReg LLC. The administration of the registry will include records administration, internet website registration, fee payment and collection, monthly financial and registration reporting, data tracking, and status updates.

Attachments:

1. Signature Page for Under \$50,000
2. Services Agreement

Financial Impacts:

As with the previous vendor, MuniReg shall retain \$100.00 of each collected registration fee of \$200.00. MuniReg shall forward payment of the city's portion of the registration fee to the Finance Department in

quarterly payments during the term of this agreement. When the previous vendor left, the city's revenue from this program was \$13,000 for the year.

Type of Item: Consent

**CITY OF OCOEE SIGNATURE PAGE
FOR COMMODITIES/SERVICES (UNDER \$50,000)**

**FOR _____(service provided)
WITH _____(company name)**

REVIEWED:

CITY OF OCOEE, FLORIDA

Robert Frank, City Manager

APPROVED:

ATTEST:

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

DATE: _____

Pursuant to City of Ocoee Ordinance No. 2017-021, Section 21.7.

Purchase Order No. _____ or

**City Purchasing Card _____
Department Name**

SERVICES AGREEMENT

This SERVICES AGREEMENT (this “Agreement”) is made as of the ____ day of _____, 202__ (the “Effective Date”), by and between the CITY OF OCOEE, FLORIDA (the “Client”), and MUNIREG LLC, an Ohio limited liability company (“MuniReg”).

RECITALS

- A. Client is a municipal [corporation].
- B. Vacant and/or abandoned properties located within the Client’s jurisdiction (each, a “Property,” and collectively, the “Properties”), increasingly are in violation of the Client’s laws, regulations, codes, and ordinances (collectively, the “Codes”), pertaining to the care of lawns and exterior maintenance.
- C. These Properties are significant health and welfare issues, and are a significant contributing factor to neighborhood blight within the Client’s jurisdiction.
- D. To address these issues related to the maintenance of vacant and/or abandoned Properties; Ordinance No. 164 titled “MUNIREG” (“Resolution”) was adopted by the Client on the 17th day of October, 202 3.
- E. Pursuant to the authority granted under the Resolution, the Client desires to enter into this Agreement with MuniReg in order to provide certain Services (defined below) authorized pursuant to the Resolution and to register vacant and/or abandoned properties (each, a “Registration”), thereby allowing the Client to efficiently and proactively enforce compliance with the Codes; and
- F. As part of the Services, MuniReg will provide a no-cost electronic Registration process for the Client with respect to the Properties, and will collect on behalf of Client any fees associated with such registrations (the “Registration Fees”).

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Engagement and Services.

During the Term (defined below) of this Agreement, MuniReg will provide certain services with respect to Registration of the Properties, as listed on the attached Exhibit A (the “Services”). The Client acknowledges and agrees that MuniReg may staff the Services as it sees fit. MuniReg has the right to subcontract the performance of any and all Services, in whole or in part, under this Agreement, provided such subcontracting shall not relieve MuniReg of its obligations hereunder.

2. Term and Termination.

- (a) Term. The term of this Agreement shall begin on the Effective Date and continue for twenty-four (24) months (the “Initial Term”), and thereafter for an indefinite

number of successive one (1) year renewal terms (each, a “Renewal Term,” and together with the Initial Term, the “Term”), until terminated pursuant to Section 2(b).

(b) Termination. Either party may terminate this Agreement, effective immediately upon written notice to the other party, upon a material breach of this Agreement by the other party. Further, to the extent permitted by law, Client may terminate this Agreement, effective immediately upon written notice to MuniReg, in the event of: (i) an assignment for the benefit of creditors by MuniReg or the voluntary appointment (at the request of MuniReg or with the consent of MuniReg) of a receiver, custodian, liquidator or trust in bankruptcy of MuniReg’s property or the filing by MuniReg of a petition in bankruptcy or other similar proceeding under any law for relief of debtors; (ii) the filing against MuniReg of a petition in bankruptcy or other similar proceeding under any law for relief of debtors, or the involuntary appointment of a receiver, custodian, liquidator or trustee in bankruptcy of MuniReg’s property, where such petition or appointment is not vacated or discharged within sixty (60) days after the filing or making thereof; or (iii) MuniReg liquidates, dissolves, or otherwise ceases business operations. This Agreement may also be terminated by either party with or without cause, immediately upon thirty (30) days’ prior written notice to either party. Finally, this Agreement will automatically terminate in the event that MuniReg’s authority to perform the Services under the Ordinance is withdrawn or is adversely modified in any material respect.

(c) Effect of Termination. Upon termination of this Agreement, MuniReg will cease performance of all Services, and all further licenses and rights of the parties will cease, except that MuniReg will be entitled to any compensation or other amounts earned with respect to Services provided through the effective date of termination. Further, and notwithstanding any termination of this Agreement, the provisions of Sections 3 (to the extent payments remain due), 4, 5, 6, 7, 8, 9, 10 and 11 shall survive such termination and remain in effect, as well as any provision that ought reasonably be construed to survive such termination. Upon termination of this Agreement: (i) each party shall promptly (and within no more than ten (10) days) return to the other or destroy all data, materials, and other property of the other party then held by it (including all copies thereof, provided that MuniReg may keep a copy for its records); and (ii) MuniReg shall promptly (and within no more than ten (10) days) remit to the Client the portion of Registration Fees owed to the Client under the terms of Exhibit A (less any fees or other amounts payable to MuniReg under the terms of Exhibit A). In addition, for a period of six (6) months following the termination of this Agreement, MuniReg shall respond to the reasonable inquiries of any successor company providing similar Services to the Client, and allow any successor companies to receive information in digital or hard copy format (in whichever format MuniReg so chooses) relating to matters of continuing significance regarding the Services.

3. Compensation.

(a) Payment for Services; Expenses. As compensation for the Services, MuniReg shall retain the amount per each collected Registration Fee as set forth in the attached Exhibit A. Except as specifically provided on Exhibit A, the Services will be provided by MuniReg at its sole cost and expense.

(b) Taxes. The charges specified on the attached Exhibit A shall be deemed not to have included taxes. Client shall thus also be responsible for all sales, use, property, value added or similar taxes, if any. Taxes related to income based on the Services provided, as well as taxes based upon MuniReg's net income, are excluded. If MuniReg is required to pay any such taxes, the taxes shall be billed to the Client and the Client agrees to pay to MuniReg (within thirty (30) days) the full amount of such taxes and any interest or penalties incurred due to late payment or nonpayment of such taxes by Client.

4. Independent Contractor Status.

MuniReg shall at all times be a consultant and independent contractor when acting and providing Services under this Agreement. No provision of this Agreement shall be interpreted to conflict with the intent of the parties that each party's legal status with respect to this Agreement and the Services being provided hereunder shall at all times be that of an independent contractor, and not as employer, employee, partner, or joint venturer of the other party. MuniReg shall have no right to enter into any contracts or commitments in the name of, or on behalf of, Client, or to bind Client in any respect. In connection with any payments made to MuniReg hereunder, Client will not: (i) withhold or pay any FICA or other federal, state or local income taxes or other taxes; or (ii) comply with or contribute to state worker's compensation, unemployment or other funds or programs. MuniReg will not have the right to participate in any employee benefit or insurance plan or any other plan or other fringe benefit which is maintained, established or provided by Client for its employees.

5. Representations and Warranties.

(a) MuniReg Warranties. MuniReg represents and warrants that: (i) the Services shall be provided by staff possessing the required skills and experience and that the Services shall be performed in a professional and workmanlike manner; (ii) in providing the Services and otherwise performing under this Agreement, MuniReg shall observe and comply with the Codes, the Ordinance, all other applicable laws, regulations, codes, and ordinances; and (iii) in providing the Services and otherwise performing under this Agreement, MuniReg shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES MUNIREG HAS GIVEN TO CLIENT WITH RESPECT TO THE SERVICES. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NONINFRINGEMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL SERVICES ARE BEING PROVIDED TO CLIENT ON AN "AS IS" BASIS.

(b) Client Warranties. Client represents and warrants that: (i) it has the power and authority to pass the Resolution authorizing MuniReg to perform the Services and to enter into this Agreement; (ii) the execution of this Agreement by the person representing Client is sufficient to render the Agreement binding; and (iii) neither Client's performance hereunder nor the exercise by MuniReg of any rights granted to it hereunder will violate

any applicable laws or regulations, or the terms of any other agreement to which Client is a party.

6. Indemnification.

(a) Indemnification by MuniReg. MuniReg will defend, indemnify and hold harmless the Client and its officers, directors, trustees, elected and appointed officials, managers, principals, agents, and affiliates, and their respective successors and assigns from and against any losses, claims, lawsuits, proceedings, amounts, costs, expenses, or other damages (including without limitation, reasonable attorneys' fees) (collectively, "Damages"), arising from or relating to: (i) MuniReg's breach of any term, condition, representation, warranty, or covenant hereunder; (ii) all suits, actions, or proceedings in which Client is made defendant for actual infringement or any U.S. or foreign patents, trademarks or copyrights or for actual violation of the unfair competition laws or any claim arising thereunder resulting from the use or sale of the Services, either alone or in combination with other materials; or (iii) any material defect or non-conformity in the Services delivered or furnished hereunder.

(b) Indemnification by Client. Client will defend, indemnify and hold harmless MuniReg and its officers, managers, principals, agents, and affiliates, and their respective successors and assigns from and against any Damages arising from or relating to: (i) the negligence, willful misconduct, or willful and material misrepresentation of the Client or any of its employees, agents, personnel or representatives; (ii) a material breach of Client's obligations, representations or warranties under this Agreement; (iii) a third party claim arising from or related to work performed by Client's prior service provider; or (iv) a third party claim arising from or related to: (A) the Registration Fees structure, (B) a challenge to the constitutionality of the Resolution, or (C) any other challenge relating to the electronic registry; provided, however, that the total aggregate liability of the Client to provide an indemnification under this Section 6(b) shall in all cases be subject to a total aggregate limit not to exceed \$50,000.00.

(c) Indemnification Procedure. The foregoing indemnity is contingent upon the indemnifying party receiving prompt written notification by the party seeking indemnification of such claim. The indemnifying party shall have sole control of the defense with respect to any such claim (including settlement of such claim), unless MuniReg requires that it be notified of a proposed settlement and have the opportunity to provide prior written consent.

7. Client Obligations.

(a) In accessing or utilizing the Services, the Client agrees to abide (and to cause its employees, agents, and other representatives and personnel to abide) by the Ordinance, the Codes, and all other applicable local, state, and national laws, treaties, regulations, codes, and ordinances.

(b) Prior to commencement of the Services, Client will provide a digital file, in a format agreeable to MuniReg (in the case where the Client has an existing registration

program for which existing registration data is available), containing addresses and existing registration data for all of the Properties subject to the Ordinance, as well as a digital file, in a format agreeable to MuniReg of every parcel in the Client's jurisdiction, along with any other available data that is advisable or necessary for MuniReg to provide the Services and that is agreed upon by the parties prior to commencement of the Services.

8. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF THE PARTY IS ADVISED OF POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE. MUNIREG'S LIABILITY SHALL IN ALL CASES BE LIMITED TO THE FEES ACTUALLY RECEIVED BY MUNIREG FOR SERVICES PERFORMED DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT WHICH GAVE RISE TO THE CLAIM FOR LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE LIMITATIONS CONTAINED HEREIN WILL NOT APPLY TO: (I) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD; (II) A BREACH OF SECTION 9 (INTELLECTUAL PROPERTY), SECTION 10 (CONFIDENTIALITY) OR SECTION 12 (NON-SOLICITATION). Any claim by Client arising from, or relating to, this Agreement or the Services must be brought within one (1) year from the date such claim arose.

9. Intellectual Property.

(a) Generally. Title to and ownership of the software, system, algorithms, know-how, trade secrets, and/or technology used by MuniReg to provide the Services contemplated hereunder, and all related intellectual property rights, rights to patents, copyrights, trademarks and trade secrets, and rights to any and all ideas, designs, concepts, techniques, discoveries, inventions, enhancements, improvements, products, computer programs, procedures, specifications, data, memoranda, and other materials, whether or not patentable, related to the foregoing (collectively, the "Intellectual Property Rights") shall remain with and shall be the property of MuniReg and/or the owner of third party content or software which is incorporated into or provided with the Intellectual Property Rights, as the case may be. Nothing herein shall be construed as a transfer, assignment, or license of any Intellectual Property Rights of MuniReg, or any of its principals or affiliates, to Client, or any its principals, agents, employees, representatives, or affiliates (including by estoppel), except as specifically provided in Section 9(b) below. For clarification, Intellectual Property Rights belonging to MuniReg will also include any suggestions, ideas, enhancement requests, feedback, recommendations or other information that the Client or its principals, agents, affiliates, employees, representatives, or affiliates may provide relating to the features, functionality or operation of the Services.

(b) License to Client. Notwithstanding Section 9(a), but subject in all cases to Client's payment of all fees or other amounts owed to MuniReg hereunder, MuniReg hereby grants to Client a revocable royalty-free, non-exclusive, transferable right and

license to access and use the Intellectual Property Rights of MuniReg, solely to the extent necessary for Client to access and use the Services in the manner contemplated hereunder.

10. Confidentiality.

(a) Generally. Subject to a Freedom of Information Act (“FOIA”) request, during the Term of this Agreement and beyond, each party (for purposes of this Section 10, the “Receiving Party”) will maintain in strict confidence and will not, directly or indirectly, divulge, transmit, publish, release, or otherwise use or cause to be used in any manner to compete with or contrary to the interests of the other party (for purposes of this Section 10, the “Disclosing Party”), any confidential information relating to such Disclosing Party’s business, including but not limited to trade secrets, information, data, know how or knowledge, financial information, sales and distribution information, price lists, the identity and lists of actual and potential customers, technical information, information or knowledge relating to customers, products, suppliers, sources of supply, business methods and techniques, market development programs, revenues, costs, management practices, contracts, documents, designs, computer programs, software designs, processes, plans or employees, and other information of like nature (collectively, the “Confidential Information”). Each party, as Receiving Party, acknowledges that all Confidential Information regarding the Disclosing Party that has been compiled or obtained by, or furnished to such Receiving Party, in connection with or under this Agreement, is and shall remain the exclusive property of the Disclosing Party.

(b) Exceptions. Notwithstanding the foregoing, the following shall not be considered Confidential Information subject to the provisions hereof: (i) any information that is publicly available; (ii) information disclosed to the Receiving Party by a third party not known by such Receiving Party to be in breach of any agreement with the Disclosing Party; and (iii) information that is independently derived by the Receiving Party or others from sources not bound by an obligation of confidentiality to the Disclosing Party. The parties acknowledge, understand, and agree that Confidential Information may also be released or disclosed in response to FOIA or public records requests, including as further described below.

(c) Use and Disclosure Restrictions. Each party, as a Receiving Party, shall: (i) refrain from using Confidential Information of the Disclosing Party, except in furtherance of such Receiving Party’s performance under the terms and conditions of this Agreement; (ii) use the same level of care, but in any event will not use less than commercially reasonable care, to prevent disclosure of the Confidential Information of the Disclosing Party that it uses with its own information of similar sensitivity and importance; (iii) not to disclose Confidential Information of the Disclosing Party to others (except to its employees, agents or consultants who have a need to know same in connection with the Receiving Party’s performance under this Agreement, and who are bound by an obligation of confidentiality no less strict than the obligations set forth in this Section 10) without the express prior written permission of the Disclosing Party (which may be withheld by the Disclosing Party in its sole discretion); provided that the Receiving Party shall be liable and responsible for any breach of this Agreement by such individuals; (iv) mark any duplication or reproduction, in whole or in part, of the Confidential Information of the

Disclosing Party with a notice stating that same is the Confidential Information; and (v) not use any Confidential Information of the Disclosing Party to reverse engineer or design around the Disclosing Party's services, products, or technology.

(d) **Compelled Disclosure.** Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party: (i) pursuant to the requirement of a court, administrative agency, or other governmental body, provided that, prior to such required disclosure, such Receiving Party shall give the Disclosing Party reasonable advance notice of any such disclosure and shall cooperate with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information; (ii) on a confidential basis to legal, tax, financial or other professional advisors; or (iii) in response to FOIA or public records requests, including as further described below. Notwithstanding anything herein, a Receiving Party shall not allow any individual who is an employee or agent of a direct competitor of the Disclosing Party to have access to any Confidential Information of the Disclosing Party.

(e) **Client Information.** All information collected by MuniReg from registering parties in connection with the Registration of a Property pursuant to this Agreement (the "Client Information") shall, as between the parties, be the property of the Client, and shall be provided by MuniReg to Client upon request. The Client acknowledges, understands, and agrees that MuniReg has a right to keep, maintain, and use the Client Information for the purposes contemplated hereunder. MuniReg shall also be permitted to retain copies of Client Information, including reproducible copies of drawings and specifications, for information, reference, and internal use in connection with MuniReg's endeavors. The parties acknowledge, understand, and agree that Client Information may be subject to FOIA or public records requests, as required by law. To the extent permitted under applicable law, all FOIA or public records requests received by MuniReg with respect to the Client Information will be responded to by, and at the discretion of, the Client.

(f) **Audit and Inspection Rights.** MuniReg shall preserve and make available, for examination and audit by the Client, all Client Information, financial records, supporting documents, statistical records, and any other documents in the possession of MuniReg pertinent to this Agreement, during the Term and for a minimum period of three (3) years after expiration or termination of this Agreement (the "Retention Period"). No more often than once annually during the Retention Period, the Client shall have the right to audit and inspect the Records, solely as necessary for the Client to confirm compliance with this Agreement and the accuracy of the Registration Fees and all other amounts payable hereunder. Any such audit and inspection shall be conducted during normal business hours and upon reasonable advance notice to MuniReg of at least thirty (30) days, and shall be conducted in a manner so as to not unreasonably interfere with the business and operations of MuniReg. Any such audit and inspection shall be at the Client's expense, unless such audit or inspection reveals that MuniReg has underpaid Registration Fees payable to the Client by more than \$1,000 during the audited period, in which case MuniReg shall pay or reimburse the Client for the reasonable costs and expenses of the audit and inspection. Under no circumstances will the scope of any such audit or inspection

cover MuniReg's underlying financial records, or to any documents or information relating to any other customer relationship of MuniReg.

11. Insurance.

Throughout the Term of this Agreement, MuniReg shall maintain the following policies of insurance: (i) workers' compensation insurance coverage in conformance with the statutory requirements of the jurisdiction where any Services are to be performed or where Client's employees are located; and (ii) errors and omissions insurance and comprehensive liability insurance, with coverages and deductibles that are normal and customary taking into account MuniReg's business activities and the nature of the Services provided hereunder. MuniReg further covenants and agrees: (i) to keep all insurance policies in effect until after final delivery and performance of the Services or the expiration of the applicable statute of limitations for tort actions or defect claims relating to such Services, whichever is later; (ii) provide written notice to Client of at least thirty (30) days prior to any cancellation, material alteration or expiration of such policies; (iii) to name Client as an additional insured under the terms of such policies; (iv) to endorse such insurance policies to provide that such insurance shall be primary and noncontributing as respects to any and all insurance maintained by Client, and to provide that MuniReg and MuniReg's insurers agree to release and waive all rights of subrogation against Client; and (v) the terms of coverage shall be evidenced by certificates of insurance reflecting the required insurance coverages which shall be freely available to Client upon request. The insurance required by this Section 11 shall be maintained with reputable insurance companies duly licensed to conduct business in the state where the Services are being performed.

12. Non-Solicitation.

Each party agrees that, during the Term of this Agreement, and for a period of one (1) year thereafter, such party shall not, directly or indirectly (including through any employer or affiliated entity): (i) solicit, interfere with, or induce, or attempt to solicit or induce, any employee, contractor, consultant, customer, client, or vendor of the other party or its affiliates to leave such other party or an affiliate for any reason whatsoever; or (ii) hire or engage any employee, contractor, or consultant of such other party or any affiliate; provided, however, that nothing in this Section 12 will prevent or restrict a party from hiring or engaging an employee, contractor, or consultant through a general newspaper ad or other general solicitation that is not targeted toward an particular individual or group or individuals.

13. Miscellaneous.

(a) Captions and Section Numbers. The section or paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed to be a part of the context of this Agreement.

(b) Entire Agreement. This Agreement, together with its Exhibits, contains the entire understanding between the parties hereto and supersedes any prior understandings and/or written or oral agreements between them respecting all subject matters contained within this Agreement. There are no representations, agreements, arrangements or undertakings, oral or written, between and among the parties hereto relating to the subject

matter of this Agreement which are not fully expressed herein or in the Exhibits attached hereto.

(c) Partial Invalidity. In the event that any provision of this Agreement may be held to be invalid the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

(d) Waiver. A waiver by a party of its rights or of the performance by any other party of any of its obligations under this Agreement shall be without prejudice to such parties other rights under this Agreement and shall not constitute a waiver of any other of such rights or of the performance by the other party of any other of its or their obligations under this Agreement.

(e) Amendments. This Agreement may be amended or altered but such amendment or alteration shall only be effective when reduced in writing and signed by authorized representatives, heirs, and/or executors, as applicable, of all of the parties hereto.

(f) Counterparts. This Agreement may be executed into any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Facsimile and electronically scanned signatures shall be deemed the same as originals and shall be legally binding.

(g) Applicable Law; Venue. This Agreement and the performance of the Services or any of the obligations imposed by this Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Ohio. Any legal action arising out of or relating to this Agreement, the Services, or the transactions contemplated by this Agreement will be brought in the state or federal courts located in Cuyahoga County and each party hereto consents to the exclusive personal jurisdiction of such courts. Each party agrees that a final judgment in any action or proceeding so brought will be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

(h) Notice. Any notice, offer, demand, request, consent, approval or other instrument which may or is required to be given or made under this Agreement shall be given or be made in writing and shall be served personally, or transmitted by e-mail or facsimile transmission, or mailed by prepaid registered post and shall be addressed:

To the Client:

Email: _____
Attention: _____

To MuniReg:
MuniRegLLC
27900 Chagrin Blvd.
Ste. 225
Woodmere, OH 44122
E-mail: mhalpem@munireg.com
Attention: Michael Halpern, President

or to such other address as any of them may from time to time advise the others by notice given in the manner provided for in this Section 13(h).

A notice delivered by regular or certified U.S. Mail will be deemed to have been delivered on the third business day after the postmark, if affixed by the U.S. Postal Service. Any other notice will be deemed to have been received on the date and time of the signed receipt or confirmation of delivery or transmission thereof, unless that receipt or confirmation date and time is not a business day or is after 5:00 p.m. local time on a business day, in which case such notice will be deemed to have been received on the next succeeding business day.

(i) Successors and Assigns. All of the terms of this Agreement shall be binding upon the respective successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Except as provided in Section 1 above, MuniReg's duties to perform Services are expressly agreed to be personal and not to be assignable or transferable; provided; however, that MuniReg will be permitted to transfer or assign its rights and duties hereunder in connection with a sale or transfer of all or substantially all of its assets, equity securities, or business (by merger, reorganization, change of control, or otherwise).

(j) Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of (or if loss of the Services is caused by) natural disaster, actions or decrees of governmental bodies or agencies, war, civil disturbances, terrorism or communication line failure, epidemic or pandemic, or other cause not the fault of the affected party (each, a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability has not been so affected, may, by giving written notice, terminate this Agreement, or cancel, without cancellation charge, any unfilled commitment to purchase or provide Services.

(k) Export Compliance. This Agreement is expressly made subject to any laws, regulations, orders or other restrictions on the export from the United States of America of the Services or any other technical information, software, or information about such software, which may be imposed from time to time by the government of the United States. Notwithstanding anything contained in this Agreement to the contrary, Client shall not

export, re-export, use, or store, directly or indirectly, any Services at any location or in any market outside of the United States.

(l) No Exclusivity. This Agreement shall not require either of the parties to purchase, order, or provide Services (or any similar services) to the other on an exclusive basis. This Agreement shall not limit the parties from exploiting additional opportunities for MuniReg to provide additional Services, which upon agreement, will require either: (i) an independent and separate agreement; or (ii) a formal written amendment to this Agreement and the attached Exhibit.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Services Agreement as of the Effective Date first above written.

“Client”

By: _____

Print Name:

Title:

“Contractor”

MUNIREG LLC

By: _____

Michael Halpern

President

EXHIBIT A

Services

1. MuniReg will proactively identify Properties and associated parties that are required to register pursuant to the Ordinance, and instruct them regarding the compliance requirements and generally assist them in complying with the Registration requirements.
2. MuniReg will electronically provide for registration of required properties pursuant to the Ordinance.
3. MuniReg will pay for all expenses related to registration of required Properties.
4. MuniReg will electronically provide Client with access to all available information regarding the registered Properties, as related to the Services. MuniReg will collaborate with the Client to establish a process for proactive reporting of said information.
5. MuniReg will charge a Registration Fee as directed by the Client to each registrant for each Property pursuant to the Ordinance.
6. MuniReg shall retain **\$100** of each collected Registration/Renewal Fee and remit the balance to the Client in consideration of the Services provided. MuniReg shall forward payment of the Client's portion of the Registration Fee to the applicable Client department (as directed by the Client in writing) in quarterly payments during the Term of this Agreement.
7. If there is any charge, subscription, or fee required to be paid by MuniReg for public/official record data acquisition that is necessary to the performance of the Services, MuniReg will deduct from remittance of Registration Fee the actual costs as reimbursement of said charges, subscriptions, or fees.
8. During the Term, MuniReg will provide a website for the Registration of each required property pursuant to the Ordinance in order to enable compliance. The website www.MuniReg.com will direct Registrants to the registration portal. MuniReg will meet all commercially reasonable IT security and anti-viral requirements of Client with respect to the website.
9. MuniReg shall not have any responsibility or obligation to attempt to collect outstanding receivables owed to Client from a prior service provider who performed similar services.

STAFF REPORT

Meeting Date: October 17, 2023
Item #: 16

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinance for The Backyard Annexation & Rezoning from County A-1 to City C-2 - AX-07-28-06 & RZ-23-07-06. (Zoning Manager Whitfield)

Background Summary: First Reading of Ordinance: October 3, 2023

Owner/Applicant: The property is owned by the Carolyn Hovey Werst Revocable Trust, represented by Jenny Lynn Childs, Successor Trustee. The applicant is Joshua Halperin, representing The Backyard.

Site Location: The property is located in Commission District 1 on the south side of West Road, beginning approximately 50 feet east of Fountains West Boulevard, immediately east of the Duke Energy facility.

Property Size & Parcel Identification Number: The property contains approximately 1.513 acres and is assigned parcel ID number 06-22-28-0000-00-035.

Existing Site Conditions: The table below summarizes the existing site conditions of the property.

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Unique Features/Overlay Districts
Commercial (per JPA)	County A-1	Single family residential dwelling	None

The table below lists the jurisdictions, future land use designations, zoning districts and existing uses of the surrounding properties.

Direction	Jurisdiction	Future Land Use Designation	Zoning	Existing Land Uses
North	City of Ocoee	Commercial	PUD-COMM	Restaurant
South	City of Ocoee	Low Density Residential	R-1A	West Orange Trail & Vacant Land

East	Orange County	Rural	A-1	Single-Family Residential
West	Orange County	Rural	A-1	Duke Energy Facility

Proposed Development: The proposed rezoning would apply a conventional C-2 zoning classification to the property. The C-2 zoning district permits a variety of commercial uses by right, including office, retail, restaurant, movie theater, convenience stores/gas stations, furniture and appliance stores, indoor recreational commercial facilities, etc.. A Land Use Plan (LUP) is not required for a conventional rezoning, but the applicant seeks to develop an indoor/outdoor restaurant offering food and drinks via a small brick-and-mortar building and food trucks along with indoor and outdoor seating and "backyard type" recreation activities and games.

Consistency with Florida Statutes: With respect to the proposed annexation, Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex contiguous, compact, non-circuitous territory so long as it does not create an enclave. The subject property is bordered on the north and south by the City's jurisdictional limits and, as such, is contiguous to the City, and the annexation does not create an enclave. Instead, the annexation furthers the City's efforts to reduce existing enclaves within the city limits.

Consistency with JPA Agreement: The property is located within the Ocoee-Orange County Joint Planning Area (JPA), and the proposed annexation and zoning classification are consistent with the terms of the JPA Agreement.

Consistency with Adopted Comprehensive Plan: The annexation is consistent with Future Land Use Element (FLUE) Policy 2.5, which requires the City to consider requests for voluntary annexation when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's Comprehensive Plan, the JPA Agreement, and the City's Annexation Policy. The proposed C-2 zoning classification is consistent with FLUE Policy 1.15, which stipulates that the City may assign an initial zoning after annexation in a manner that is consistent with both the Future Land Use Map and the JPA Agreement.

Transportation and Access: The site is currently accessed by West Road. The affected segment is West Road (which is an Orange County facility) from Ocoee Apopka Road to SR 429. The adopted level of service (LOS) standard is E, and the operating LOS is currently at D. Therefore, since the property already has a Commercial future land use designation on both the City's Future Land Use Map and the JPA Future Land Use Map, a traffic capacity analysis is not required at this time. However, a traffic operations analysis may be required at the time of site plan review to ensure safe operations near the intersection of West Road and Fountains West Boulevard.

Utilities: The property is served by Orange County Utilities for water and sewer; however, reclaimed water service will be provided by the City of Ocoee. Design and engineering of the reclaimed water will occur during site plan review.

Stormwater: Stormwater will be required to be provided on-site and will be evaluated at the time of site plan review.

Schools: Not applicable.

Public Safety: The nearest fire station is located within 1.5 miles, and fire emergency service is available in under five (5) minutes with a flow rate of 1,000 gallons per minute. The property is located within Police Patrol Zone 5, with a response time of four (4) minutes and 4 seconds. The nearest police station is 4.6 miles away, and the average non-emergency travel time is 11 minutes.

Recreation and Open Space: The property is located within the Wekiva Study Area but does not contain any unique features. The proposed use is commercial, and as such, recreation/open space is not required.

Please see the Annexation and Feasibility Analysis document for The Backyard attached for more details.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinances for the Annexation and Rezoning from County A-1 (Citrus Rural District) to City C-2 (Community Commercial District) for the property located at 2214 West Road, assigned parcel ID number 06-22-28-0000-00-035?

Recommendations:

Development Review Committee (DRC) Recommendation

The DRC met on Tuesday, August 29, 2023, to review and consider the proposed Annexation and Rezoning. As no concerns or issues were raised, the DRC made a recommendation of approval of the proposed Annexation and Rezoning from County A-1 to City C-2 for the property located at 2214 West Road, assigned parcel ID number 06-22-28-0000-00-035.

Planning and Zoning Commission (PZC) Recommendation

The PZC met on Tuesday, September 12, 2023, to review and consider the proposed Annexation and Rezoning. Following discussions regarding buffering requirements for the east side where the property is adjacent to a residential lot, the PZC made a recommendation of approval of the proposed Annexation and Rezoning from County A-1 to City C-2 for the property located at 2214 West Road, assigned parcel ID number 06-22-28-0000-00-035.

Staff Recommendation

Staff recommends that the City Commission approve the proposed ordinances for the Annexation and Rezoning from County A-1 to City C-2 for the property located at 2214 West Road, assigned parcel ID number 06-22-28-0000-00-035.

Attachments:

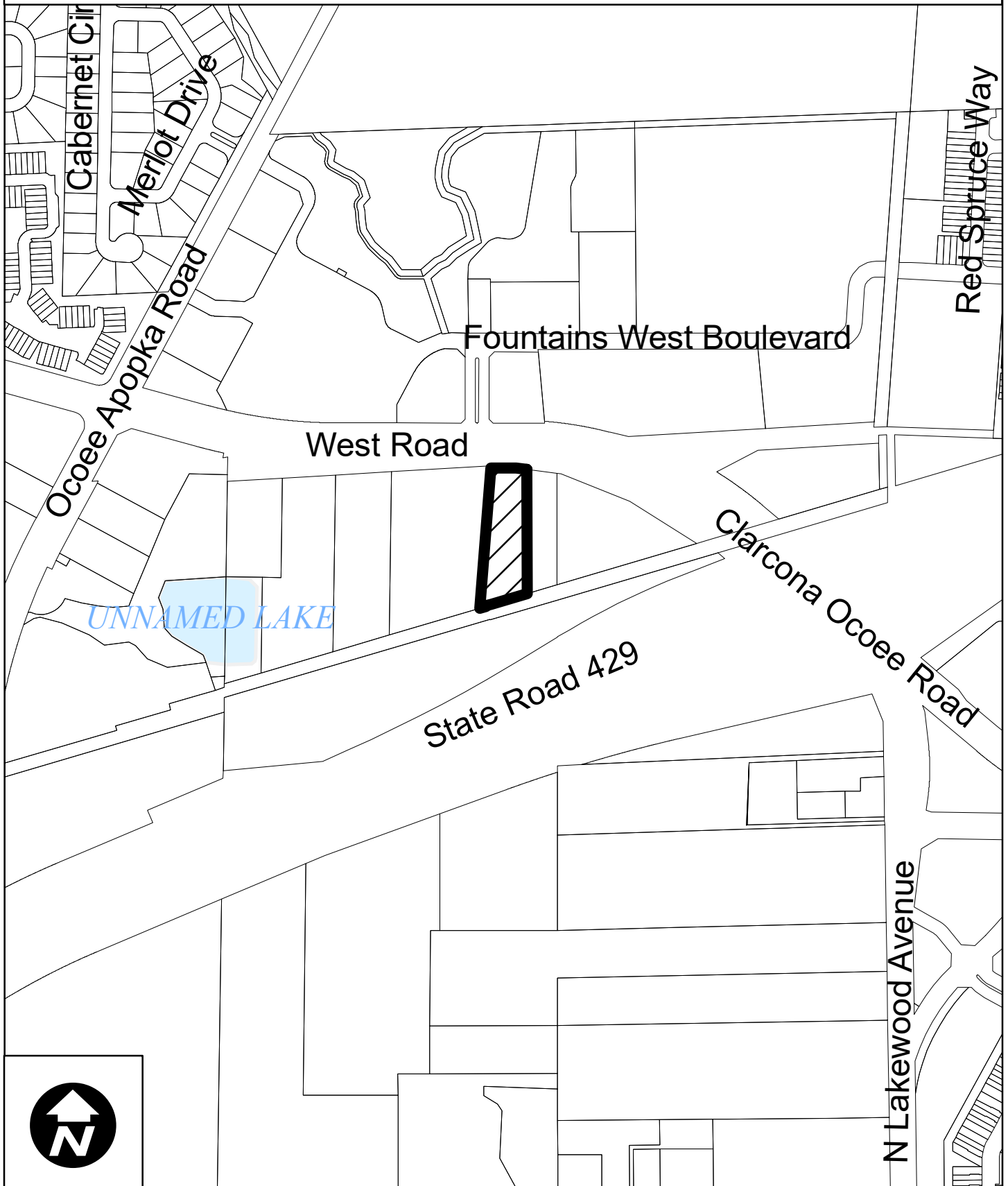
1. The Backyard Location Map
2. The Backyard Aerial Map
3. The Backyard Zoning Map
4. The Backyard FLU Map
5. Annexation and Rezoning Feasibility Report -The Backyard - 2214 West Rd Property
6. Annexation Ordinance - The Backyard 2214 West Rd
7. Rezoning Ordinance - The Backyard 2214 West Rd
8. Advertisement

Financial Impacts:

N/A

Type of Item: Second Reading Public Hearing

The Backyard - Annexation & Rezoning Location Map



The Backyard - Annexation & Rezoning Aerial Map



The Backyard - Annexation & Rezoning Surrounding Zoning Map



Development Services
Department

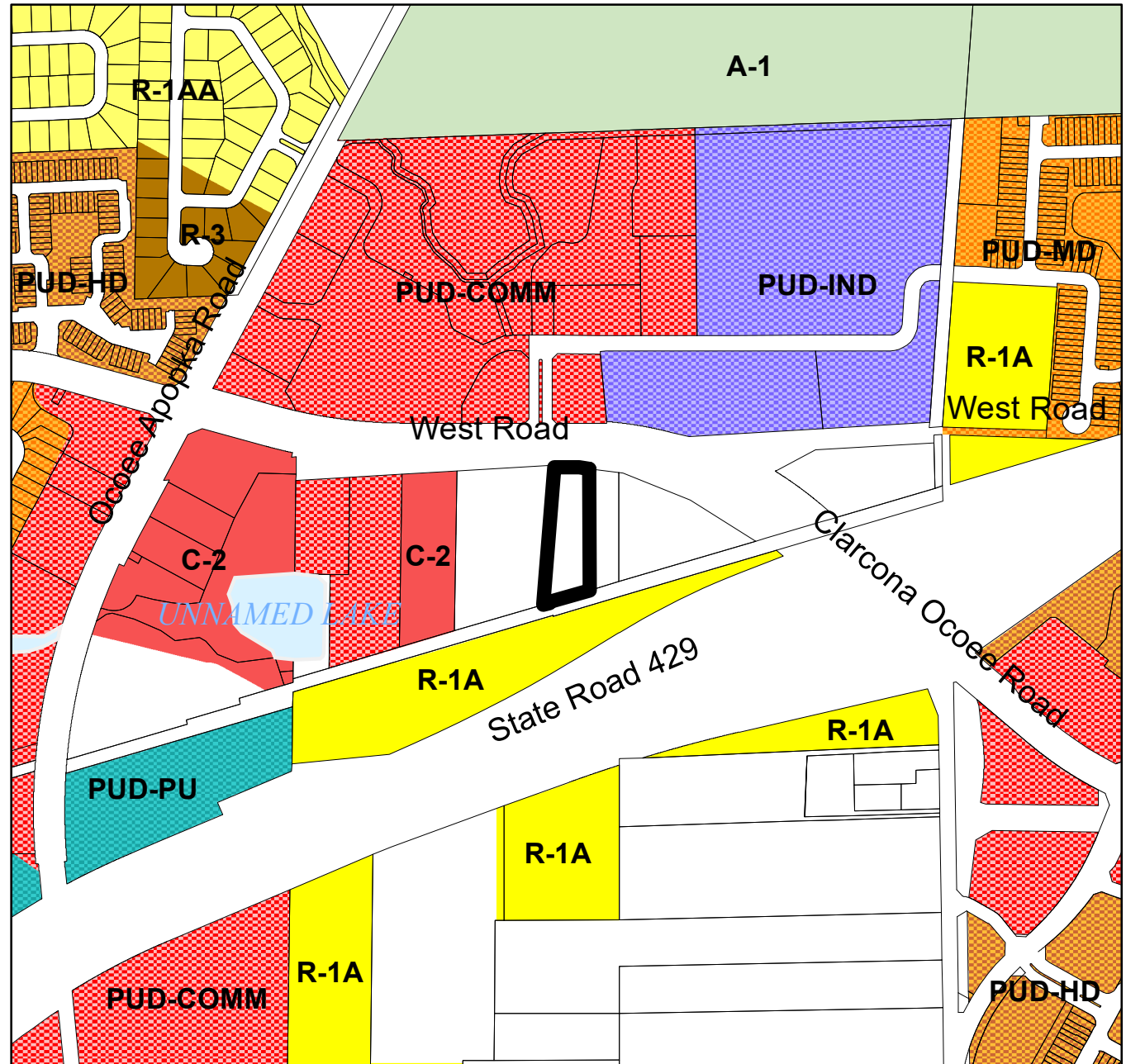
0 150 300 600
Feet

Created: August 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



The Backyard - Annexation & Rezoning Surrounding Future Land Use Map



Development Services
Department

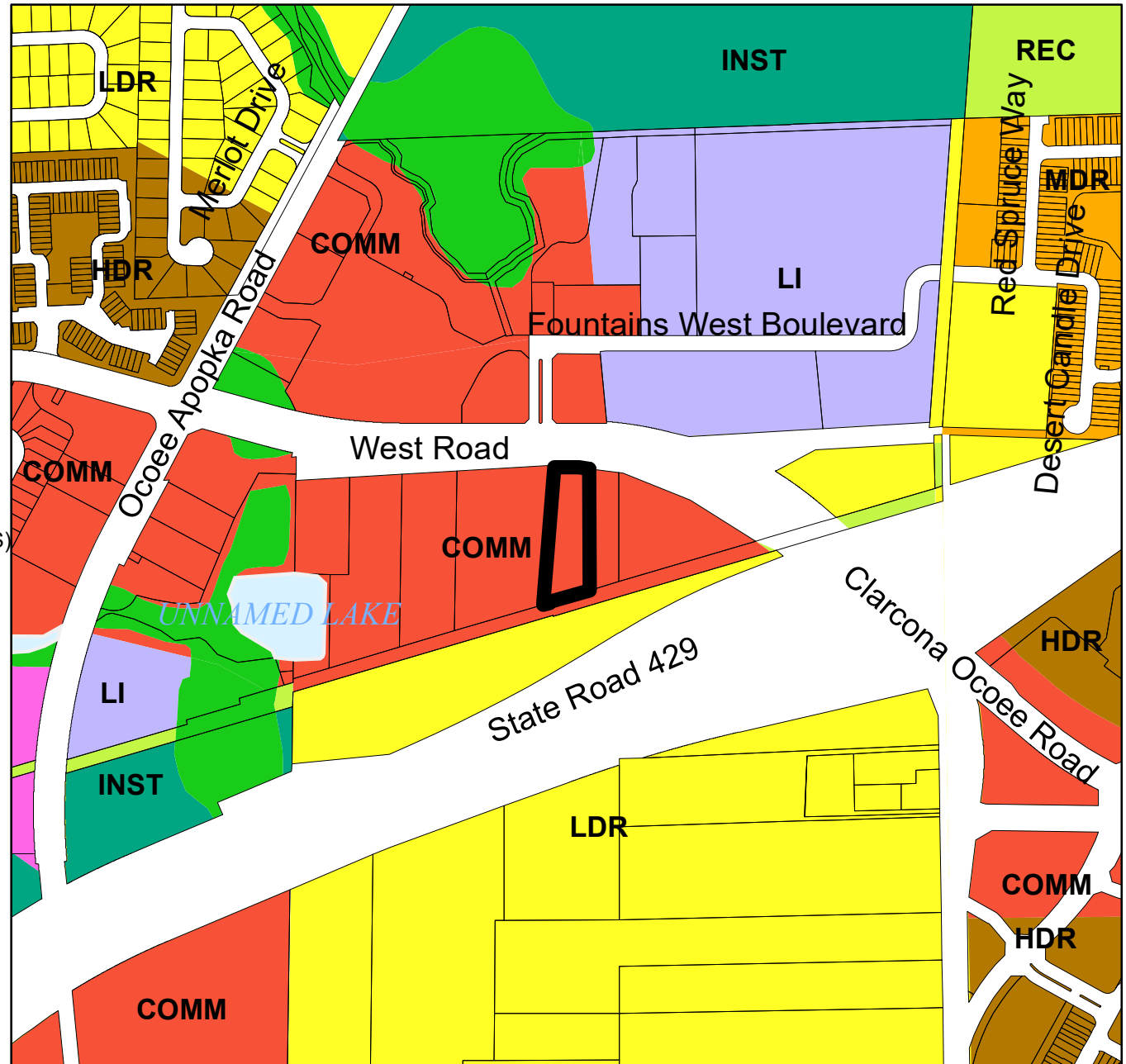
0 150 300 600
Feet

Created: August 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)



CITY OF OCOEE

ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-07-28-06 & RZ-23-07-06

APPLICANT NAME: JOSHUA HALPERIN, THE BACKYARD INC.

PROJECT NAME: THE BACKYARD – 2214 WEST ROAD

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT	Anoch Whitfield, Zoning Manager
-------------------------------	---------------------------------

A. Applicant/Owner

1. Owner (if different from Applicant):	Carolyn Hovey Werst Revocable Trust (Represented by Jenny Lynn Childs, Successor Trustee)
--	---

B. Property Location

1. General Location:	The property is generally located on the south side of West Road, beginning approximately 50 feet east of Fountains West Boulevard, next to a Duke Power Facility.
2. Parcel Identification Number:	06-22-28-0000-00-035
3. Street Addresses:	2214 West Road
4. Size and Number of Parcels:	1.77 acres (1 parcel)

C. Use Characteristics

1. Existing Use:	Generally wooded with a single-family dwelling near West Road
2. Proposed use:	Food truck park for dining with small restaurant/café
3. Density / Intensity:	
4. Projected Population:	N/A

D. Zoning and Land Use

1. Orange County Future Land Use:	
2. Orange County Zoning:	A-1
3. Existing Ocoee Future Land Use:	Commercial per Comp Plan FLUM and JPA FLUM
4. Proposed Ocoee Zoning:	C-2

E. Consistency

1. Joint Planning Area:	Yes
2. Comprehensive Plan:	Yes

II. FIRE DEPARTMENT

1. Estimated Response Time:	Under 5 minutes
2. Distance to Property:	1.5 miles
3. Fire Flow Requirements:	1,000 gallons per minute

III. POLICE DEPARTMENT

1. Police Patrol Zone / Grid / Area:	5
2. Estimated Response Time:	4 minutes and 4 seconds
3. Distance to Property:	4.6 miles
3. Average Travel Time	11 mins

IV. ECONOMIC VALUE		Anoch Whitfield, Zoning Manager
1. Property Appraiser Market Value:	\$72,277 (as single-family detached dwelling in County)	
2. Property Appraiser Taxable Value	\$46,179 (as single-family detached dwelling in County)	
3. Estimated City Ad Valorem Taxes:	TBD	
4. Anticipated Licenses & Permits:	TBD	
5. Potential Impact Fees:	TBD	
6. Total Project Revenues:	TBD	

V. PUBLIC WORKS DEPARTMENT	
1. Within the 100-year Flood Plain:	

VI. UTILITIES		Jennifer Bolling, Engineering Manager
A. Potable Water		
1. In Ocoee Service Area:	No, potable water service. Yes, reclaimed water service	
2. City Capable of Serving Area:		
3. Extension Needed:		
4. Location and Size of Nearest Water Main:		

B. Sanitary Sewer	
1. In Ocoee Service Area:	No
2. City Capable of Serving Area:	
3. Extension Needed:	
4. Location and Size of Nearest Force Main:	
5. Annexation Agreement Needed:	

C. Other	
1. Utility Easement Needed:	
2. Private Lift Station Needed:	
3. Well Protection Area Needed:	

VII. TRANSPORTATION		Anoch Whitfield, Zoning Manager
1. Paved Access:	Yes – West Road	
2. ROW Dedication:	No	
3. Traffic Study:	No	
4. Traffic Analysis Zone:		

VIII. PRELIMINARY CONCURRENCY EVALUATION

A. Transportation:	
B. Parks / Recreation:	
C. Water / Sewer:	
D. Stormwater:	
E. Solid Waste:	
F. Impact Fees:	

IX. SITE SPECIFIC ISSUES

All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS

Anoch Whitfield, Zoning Manager

**RDINANCE NO. 2023-
(Annexation Ordinance for The Backyard
– 2214 West Road)**

TAX PARCEL ID: 06-22-28-0000-00-035

CASE NO. AX-07-28-06: The Backyard – 2214 West Road Annexation

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 1.513 ACRES LOCATED AT 2214 WEST ROAD, GENERALLY ON THE SOUTH SIDE OF WEST ROAD, BEGINNING APPROXIMATELY 50 FEET EAST OF FOUNTAINS WEST BOULEVARD; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATING OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real properties located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 1.513 acres of property, as more particularly described in Exhibit “A” attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures and authorization of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E) of Article V of the Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on September 12, 2023, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

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

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures and authorizations of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Section 4. MAP. A map of said land herein described which clearly shows the annexed area is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan, and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2023.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA APPROVED AS
TO FORM AND LEGALITY THIS _____ DAY
OF _____, 2023

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2023
READ SECOND TIME AND ADOPTED
_____, 2023, UNDER AGENDA
ITEM NO. _____

FISHBACK DOMINICK

By: _____
City Attorney

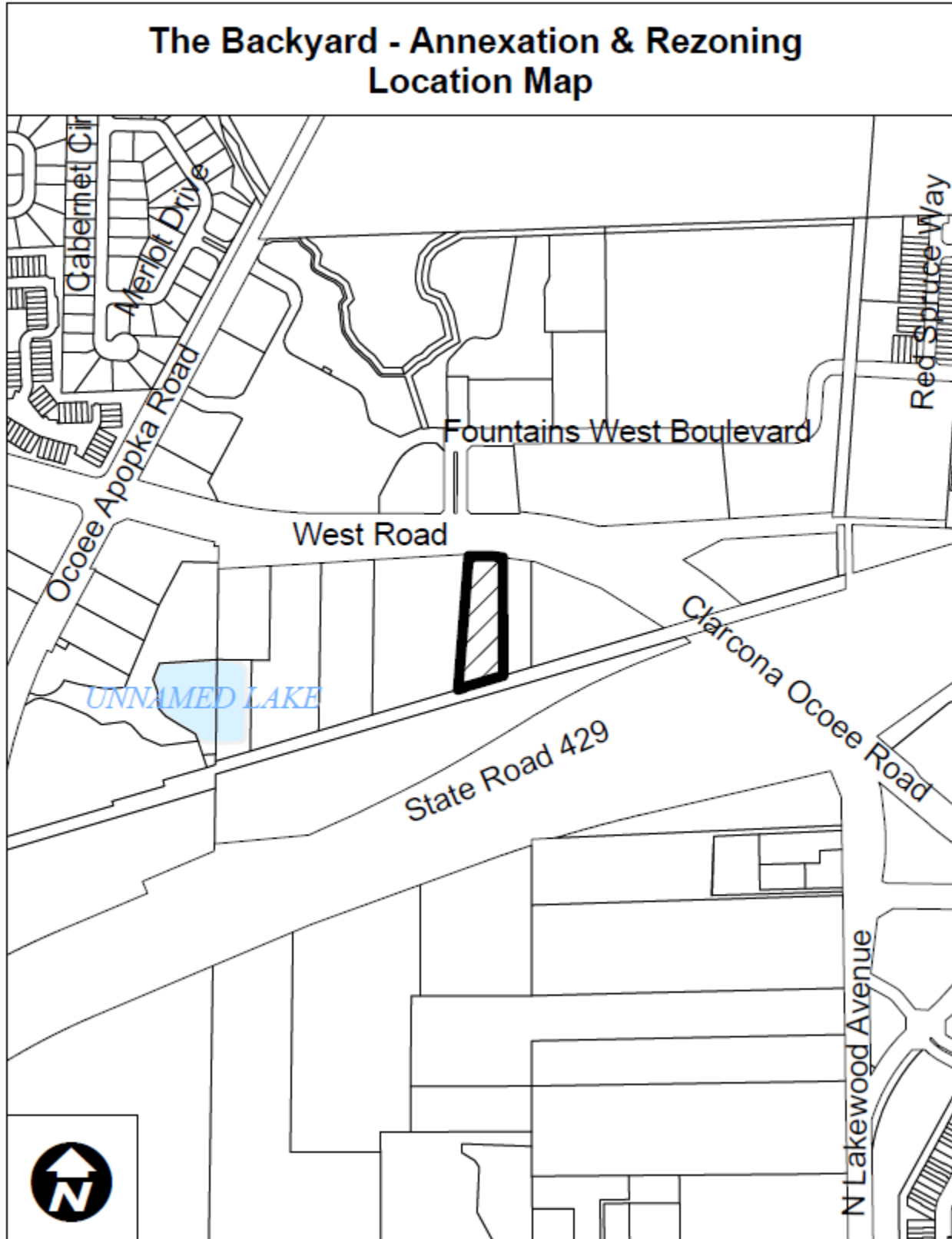
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 06-22-28-0000-00-035

BEG 113 FT W OF NE COR OF NW1/4 OF SE1/4 RUN W 120 FT S 570 FT TO RR E 120 FT N TO POB (LESS R/W ON N) & (LESS PT TAKEN ON N FOR R/W PER 6897/2238 03-CA-1742) & BEG NE COR OF NW1/4 OF SE1/4 TH W 230 FT S 570 FT M/L TO RR R/W W 45 FT NELY TO PT 15 FT W OF POB TH E 15 FT TO POB SEE 4969/3955

EXHIBIT "B"



**ORDINANCE NO. 2023-
(Rezoning Ordinance for The Backyard
– 2214 West Road)**

TAX PARCEL ID: 06-22-28-0000-00-035

CASE NO. RZ-23-07-06: The Backyard – 2214 West Road

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY OF OCOEE C-2 (COMMUNITY COMMERCIAL DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 1.513 ACRES LOCATED AT 221 WEST ROAD, GENERALLY ON THE SOUTH SIDE OF WEST ROAD, BEGINNING APPROXIMATELY 50 FEET EAST OF FOUNTAINS WEST BOULEVARD; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 1.513 acres, more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof, from Orange County A-1 to City of Ocoee C-2; and

WHEREAS, pursuant to Section 5-9(B) of Article V of the Land Development Code of the City of Ocoee, Florida (the “Ocoee City Code”), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the “Ocoee Comprehensive Plan”); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the “Planning and Zoning Commission”), acting as the Local Planning Agency; and

WHEREAS, on September 12, 2023, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee

City Commission find that the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on October 17, 2023, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

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

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit “A”** containing approximately 1.513 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County A-1 to City of Ocoee C-2. A map of said land herein described which clearly shows the area of the Rezoning is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2023.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2023
READ FIRST TIME _____, 2022.
READ SECOND TIME AND ADOPTED
_____, 2023.
UNDER AGENDA ITEM NO. _____

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

this _____ day of _____, 2023.

FISHBACK DOMINICK

By: _____
City Attorney

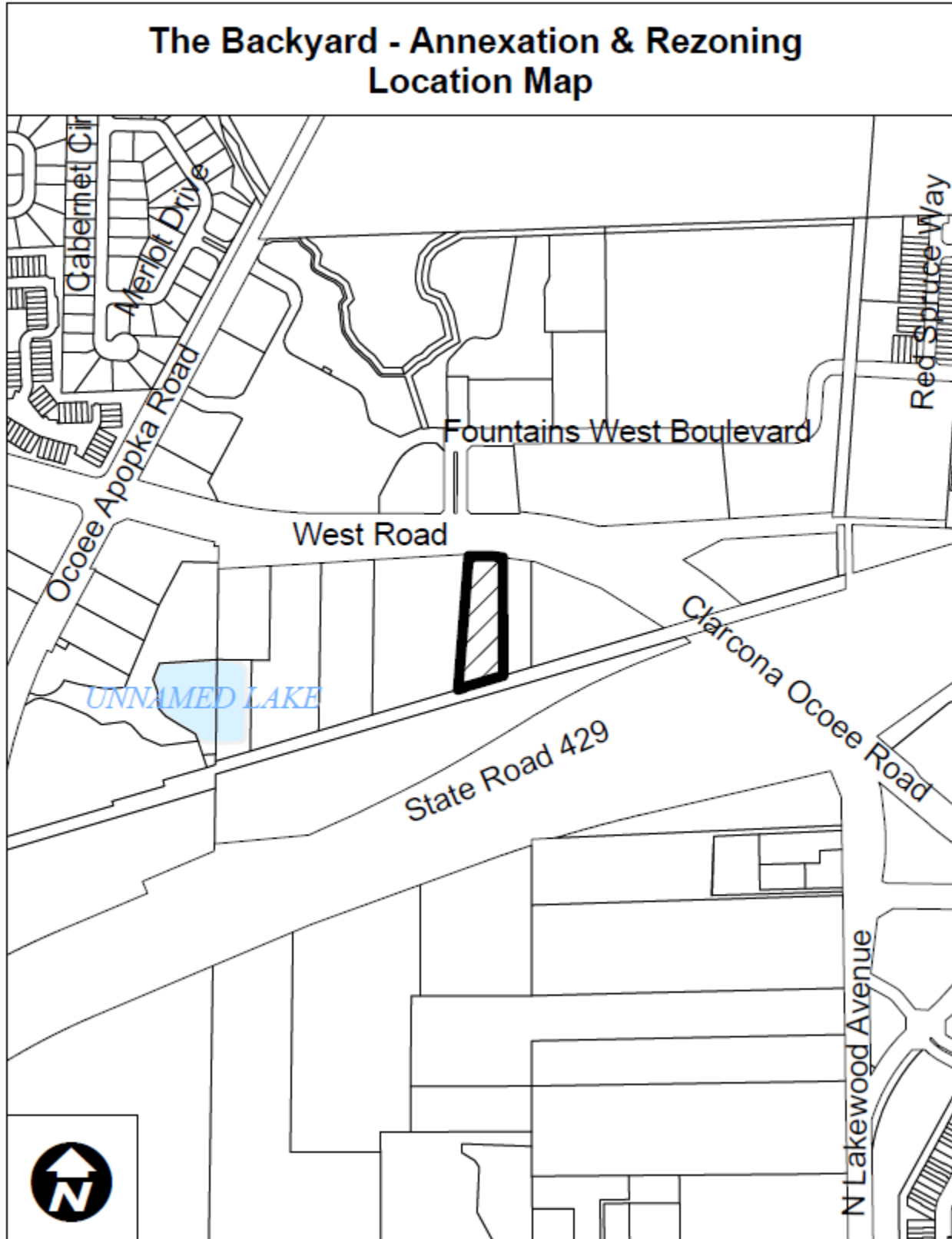
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 06-22-28-0000-00-035

BEG 113 FT W OF NE COR OF NW1/4 OF SE1/4 RUN W 120 FT S 570 FT TO RR E 120 FT N TO POB (LESS R/W ON N) & (LESS PT TAKEN ON N FOR R/W PER 6897/2238 03-CA-1742) & BEG NE COR OF NW1/4 OF SE1/4 TH W 230 FT S 570 FT M/L TO RR R/W W 45 FT NELY TO PT 15 FT W OF POB TH E 15 FT TO POB SEE 4969/3955

EXHIBIT "B"



CITY OF OCOEE

**NOTICE OF PUBLIC HEARING TO CONSIDER THE
REZONING FOR THE BACKYARD – 2214 WEST ROAD PROPERTY
FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT)
TO CITY OF OCOEE C-2 (COMMUNITY COMMERCIAL DISTRICT)
CASE NUMBER: RZ-23-07-06**

NOTICE IS HEREBY GIVEN, pursuant to Article I, Sections 1-9 and 1-10A(1), and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, OCTOBER 17, 2023, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the Rezoning for the The Backyard – 2214 West Road Property. The property is assigned Parcel ID # 06-22-28-0000-00-035 and consists of approximately 1.513 acres. The property is located on the south side of West Road, beginning approximately 50 feet from Fountains West Boulevard. The property is currently developed with a single family residential dwelling.

Pursuant to Article V, Section 5-9B, of the Land Development Code, the Planning Director has determined that the subject property is within the Ocoee-Orange County Joint Planning Area (JPA) and that the requested rezoning is consistent with the Ocoee-Orange County JPA Land Use Map and the Ocoee Comprehensive Plan. If the applicant's request is approved, the subject property will be rezoned from Orange County A-1 (Citrus Rural District) to City of Ocoee C-2 (Community Commercial District).

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY OF OCOEE C-2 (COMMUNITY COMMERCIAL DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 1.513 ACRES LOCATED AT 2214 WEST ROAD, GENERALLY ON THE SOUTH SIDE OF WEST ROAD, BEGINNING APPROXIMATELY 50 FEET EAST OF FOUNTAINS WEST BOULEVARD; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing. No further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

October 5, 2023

Page 746 of 782

CITY OF OCOEE

**NOTICE OF PUBLIC HEARING TO CONSIDER THE
ANNEXATION FOR THE BACKYARD – 2214 WEST ROAD PROPERTY
CASE NUMBER: AX-07-28-06**

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-10A(1), and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, OCTOBER 17, 2023, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the Annexation for the The Backyard – 2214 West Road. The property is assigned Parcel ID # 06-22-28-0000-00-035 and consists of approximately 1.513 acres. The property is located on the south side of West Road, beginning approximately 50 feet from Fountains West Boulevard. The property is currently developed with a single family residential dwelling. The applicant proposes to develop an indoor/outdoor restaurant use.

Pursuant to Article V, Section 5-9B, of the Land Development Code, the Planning Director has determined that the subject property is within the Ocoee-Orange County Joint Planning Area (JPA) and that the requested annexation is consistent with the Ocoee-Orange County JPA Land Use Map and the Ocoee Comprehensive Plan. If the applicant's request is approved, the annexation would incorporate the property into the City of Ocoee.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 1.513 ACRES LOCATED AT 2214 WEST ROAD, GENERALLY ON THE SOUTH SIDE OF WEST ROAD, BEGINNING APPROXIMATELY 50 FEET EAST OF FOUNTAINS WEST BOULEVARD; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATING OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.



Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing. No further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

October 5, 2023

23-03964W



Meeting Date: October 17, 2023
Item #: 17

Contact Name: Rebecca Roberts
Contact Number: Ext. 1520

Department Director: Rebecca Roberts
City Manager: Robert Frank

Subject: Second Reading of Ordinance for FY 2024 Budget Amendment. (Finance Director Roberts)

Background Summary:

The First Reading was held at the October 3, 2023, City Commission Meeting.

The Ocoee Fire Department (the department) seeks approval for the purchase of a Sutphen SP 70' Platform ladder truck. This apparatus is available for immediate purchase and will be delivered at the beginning of the calendar year 2024.

Currently, the department's primary fire suppression fleet consists of 4 front-line fire engines. The department needs a ladder truck that has the ability to reach multi-level structures. The department's most recent ISO evaluation revealed that, due to current and anticipated development, there existed a growing need for a ladder truck. Without a fully staffed ladder truck, the department may not be able to sustain its ISO rating of 1.

Anticipating future growth of the City, the department included \$2.5 million dollars for the future purchase of a ladder truck in its budgetary process. On September 22, 2023, the department was notified of the availability of a newly constructed Sutphen SP 70' Platform ladder truck at a cost of \$1.5 million dollars. Purchasing this apparatus would provide the City with a savings opportunity of approximately \$1 million dollars. Current production timelines for new platform ladder trucks are approximately 40 months. This apparatus would be delivered to the department within 4 to 6 months, significantly decreasing the delay in obtaining, training, and placing in-service a critically needed resource.

Purchasing this ladder truck would provide the department with valuable, life-saving firefighting capabilities, including:

- A 70' telescoping aerial platform bucket would allow for safer victim removal from multistory structures as well as for safer transportation of equipment to the roof of structures.
- The ability to ventilate horizontally and vertically from the safety of the platform bucket.
- Additional heavy-duty ladders for use in technical rescue applications.
- An elevated master stream for large fires.

Issue:

Should the Honorable Mayor and City Commissioners approve additional appropriations for the General Fund of \$1,500,000 for the procurement of a SP 70' Platform ladder truck?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve additional appropriations for the General Fund of \$1,500,000 for the procurement of a SP 70' Platform ladder truck?

Attachments:

1. Ocoee Fire Department Sutphen Demo HS 7509 SP70 2023
2. Advertisement

Financial Impacts:

This item will have a (\$1,500,000) impact on the General Fund balance.

Type of Item: Second Reading Public Hearing



SUTPHEN

PROPOSAL

TO THE:

City of Ocoee Fire Department
Thomas Smothers, Fire Chief
563 S. Bluford Ave.
Ocoee, FL. 34761

DATE: September 27, 2023

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

One Sutphen HS-7509 Demo Heavy Duty 70' Mid-Mount Tower/Ladder Complete

for the sum of.....\$1,500,000.00

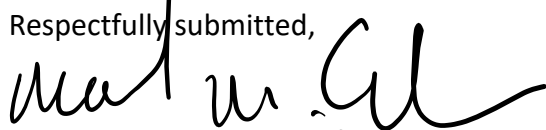
****Pricing is based on Sourcewell Cooperative Purchasing Contract #113021-SUT.**

The unit shall be completed in accordance to the following proposal and delivered in approximately **3-4** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for thirty (30) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Should any changes be required as mandated by NFPA, EPA, or other Federal, State or Local Governments, or changes due to part availability or vendor relationships, such changes shall be documented on a change order and purchaser shall be responsible for additional charges as applicable. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission).

Respectfully submitted,



Authorized Representative for Sutphen Corporation
321-460-0555

SUTPHEN CORPORATION

6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860

**CITY OF OCOEE
PUBLIC HEARING**

A **Public Hearing** before the **Ocoee City Commission** will be held **Tuesday, October 17, 2023, at 6:15 p.m.** or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following:

AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, RELATING TO THE CITY BUDGET; AMENDING THE CITY BUDGET ADOPTED BY ORDINANCE 2023-17 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, BY PROVIDING FOR INCREASE OF APPROPRIATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to attend and be heard with respect to the above. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such hearing, they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at 407-905-3105 at least two days prior to the date of hearing.

October 5, 2023

23-03931W



Meeting Date: October 17, 2023
Item #: 18

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Second Reading of Ordinance Approving of Proposed Amendments to the City Charter to be Placed on the 2024 General Election Ballot. (City Attorney Geller)

Background Summary:

The First Reading was held at the October 3, 2023, City Commission Meeting.

According to Article X, Section C-59 of the Charter, "A Charter Review Commission shall be appointed by the City Commission no later than December 15 in the year 1999 and no later than December 15 every ten (10) years thereafter. A Charter Review Commission may also be appointed by the City Commission at such times as deemed necessary by the City Commission." The Charter Review Commission (CRC) was appointed by the City Commission on May 16, 2023, and held several public meetings between June and September 2023. Comments and concerns relating to the Charter were solicited from members of the City Commission, City staff, and from the public.

On August 1, 2023, the CRC presented a Preliminary Report to the City Commission in the form of an Ordinance, reviewed the CRC's proposed amendments, and the City Commission made several recommendations.

On August 15, 2023, the City Attorney provided a Charter Review Timeline to the City Commission. The public was invited to make any comments about the proposed Charter Amendments. A motion was made and approved to submit the comments and recommendations made at the August 1st Commission meeting to the CRC as final comments and recommendations.

The CRC met again on September 14, 2023. Based on the City Commission's comments and recommendations, the CRC approved language to establish that candidates for Mayor and City Commission shall consent to background checks. The CRC also approved language establishing procedural due process and a standard of proof to bar unqualified candidates. In addition, the CRC approved language stating that the salaries of the Mayor and City Commissioners shall be commensurate with the part-time nature of the duties of office.

CRC Facilitator/Board Attorney Geller provided the CRC members with an Ordinance for a final review. A Special Session was called and held on September 28, 2023, to discuss suggested further revisions and minor corrections. The CRC voted to approve the Ordinance as the CRC's Final Report and to transmit it to the City Commission for two readings and adoption.

Under § C-61 of the Charter, "The Charter Review Commission shall consider the comments or recommendations of the City Commission and then shall make its own final report to the City Commission, in

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Phone: (407) 905-3100 ▪ www.occoee.org

ordinance form, which shall be adopted verbatim by the City Commission and which shall be placed on the ballot at the next municipal election.”

Issue:

Should the Honorable Mayor and City Commission adopt the Ordinance approving the ballot language proposing amendments to the City Charter to be placed on the March 19, 2024, General City Election ballot?

Recommendations:

The Charter Review Commission and City staff recommend that the Honorable Mayor and City Commissioners adopt the Ordinance approving the ballot language relating to amendments to the City Charter as presented.

Attachments:

1. Ordinance
2. Advertisement

Financial Impacts:

None

Type of Item: Second Reading Public Hearing

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CONSISTING OF A FINAL REPORT BY THE CITY'S CHARTER REVIEW COMMISSION PROPOSING AMENDMENTS TO THE CITY OF OCOEE'S CHARTER FOR THE BALLOT AT THE NEXT GENERAL CITY ELECTION, ON MARCH 19, 2024, OR AS OTHERWISE SCHEDULED, PERTAINING TO:

(1) § C-8 (POWERS OF THE CITY) TO STATE THAT THE CITY'S POWERS SHALL BE CONSTRUED LIBERALLY IN FAVOR OF THE CITY TO EFFECT THEIR INTENDED PURPOSES AND THAT THE CITY'S ENUMERATED POWERS SHALL INCLUDE THE AUTHORITY TO EXCHANGE PROPERTY;

(2) § C-11 (ELIGIBILITY, RESIDENCY REQUIREMENT AND PROOF) TO REQUIRE CANDIDATES FOR MAYOR TO RESIDE IN THE CITY FOR AT LEAST ONE (1) YEAR BEFORE QUALIFYING AS A CANDIDATE AND TO REQUIRE CANDIDATES FOR CITY COMMISSIONER TO RESIDE IN THE DISTRICT THEY SEEK TO REPRESENT FOR AT LEAST ONE (1) YEAR BEFORE QUALIFYING AS A CANDIDATE; REQUIRING CANDIDATES TO PROVIDE SUCH PROOF OF RESIDENCY AS MAY BE PRESCRIBED BY ORDINANCE; PROVIDING THAT EACH CANDIDATE SHALL CONSENT TO A BACKGROUND CHECK TO VERIFY THE CANDIDATE'S QUALIFICATIONS TO HOLD OFFICE; AND PROVIDING THAT NO CANDIDATE SHALL BE BARRED FROM RUNNING FOR OFFICE WITHOUT NOTICE, A HEARING, AND CLEAR AND CONVINCING EVIDENCE THAT THE CANDIDATE IS NOT QUALIFIED TO HOLD OFFICE.

(3) § C-16 (SALARIES, EXPENSES), TO PROVIDE THAT SALARIES OF THE MAYOR, MAYOR PRO TEM, AND COMMISSIONERS SHALL BE COMMENSURATE WITH THE PART-TIME NATURE OF THE DUTIES OF THEIR OFFICE.

(4) § C-17 (SUCCESSORS) TO PROVIDE FOR THE SUCCESSOR TO THE OFFICE OF MAYOR OR COMMISSIONER TO BE ELECTED AT THE NEXT REGULAR OR GENERAL CITY ELECTION, IF HELD WITHIN TWELVE (12) MONTHS OF THE VACANCY;

(5) § C-18 (INDEPENDENT AUDIT) TO AUTHORIZE THE CITY COMMISSION TO DESIGNATE AN ACCOUNTANT OR ACCOUNTING FIRM IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN FLORIDA STATUTES § 218.391 ANNUALLY OR FOR A PERIOD NOT TO EXCEED FIVE (5) YEARS;

(6) § C-21 (APPOINTMENT; QUALIFICATIONS; COMPENSATION) TO AUTHORIZE THE CITY COMMISSION TO REASONABLY EXTEND THE REQUIREMENT FOR THE CITY MANAGER TO BECOME A RESIDENT OF THE CITY OF OCOEE WITHIN ONE (1) YEAR OF BEGINNING EMPLOYMENT BY A UNANIMOUS VOTE;

(7) § C-28 (CITY CLERK) TO CLARIFY THAT THE CITY CLERK'S SALARY IS SUBJECT TO THE CITY COMMISSION'S BUDGET APPROVAL;

(8) § C-45 (ELECTION DATES) TO DEFINE "REGULAR," "SPECIAL," AND "GENERAL CITY ELECTIONS" AND TO PROVIDE FOR THE SWEARING-IN OF A NEWLY-ELECTED MAYOR OR CITY COMMISSIONER IMMEDIATELY BEFORE THE NEXT REGULARLY SCHEDULED CITY COMMISSION MEETING AFTER THE CANVASSING BOARD DECLARES THE ELECTION RESULTS;

(9) § C-49 (CONDUCT OF ELECTIONS) TO AUTHORIZE THE CITY COMMISSION TO SET THE DATES OF ELECTIONS AND THE DATES OF QUALIFYING PERIODS FOR CANDIDATES BY RESOLUTION OR ORDINANCE;

(10) § C-50 (CERTIFICATION OF RESULTS; CANVASS OF RETURNS; NOTIFICATION OF SUCCESSFUL CANDIDATES) TO APPOINT THE CITY CLERK TO THE CITY OF OCOEE'S CANVASSING BOARD TOGETHER WITH TWO (2) OTHER CITIZENS AND TWO (2) CITIZEN ALTERNATES APPOINTED BY THE CITY COMMISSION;

(11) PROVIDING A FORM OF BALLOT FOR EACH PROPOSED AMENDMENT;

(12) DIRECTING THE CITY CLERK TO FILE THE REVISED CHARTER AS APPROVED BY THE VOTERS WITH THE FLORIDA DEPARTMENT OF STATE;

(13) PROVIDING FOR SEVERABILITY AND A SAVINGS CLAUSE; AND

(14) PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

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

WHEREAS, § C-59 of the City of Ocoee's Charter (hereafter, the "Charter") states, "A Charter Review Commission may also be appointed by the City Commission at such times as deemed necessary by the City Commission"; and

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

WHEREAS, in accordance with § C-61 of the Charter, the City Commission determined that citizens should vote on proposed Charter amendments at the next general city election, on March 19, 2024, or as otherwise scheduled; and

WHEREAS, on May 16, 2023, the City Commission appointed a Charter Review Commission consisting of seven (7) citizens, including two (2) alternates, to review the Charter and recommend proposed amendments; and

WHEREAS, § C-61 of the Charter states, "The Charter Review Commission shall be empowered to conduct a comprehensive study of any or all phases of city government," and

WHEREAS, in June to September 2023, the Charter Review Commission held multiple noticed public meetings, conducted a comprehensive study of various aspects of city government as affected by the Charter, and solicited and received input from City staff and citizens of the City of Ocoee;

WHEREAS, § C-61 of the Charter further states, “If changes are recommended, the Charter Review Commission shall transmit its proposed report with Charter amendments in ordinance form to the City Commission for comment,” and

WHEREAS, Florida Statutes § 166.031(1) states in pertinent part, “The governing body of a municipality may, by ordinance...submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter except that part describing the boundaries of such municipality. The governing body of the municipality shall place the proposed amendment contained in the ordinance...at the next general election held within the municipality or at a special election called for such purpose,” and

WHEREAS, on July 20, 2023, the Charter Review Commission voted to approve and submit recommended amendments to the Charter in a proposed Report in the form of an Ordinance to the City Commission; and

WHEREAS, on August 1, 2023, the Charter Review Commission presented its proposed Preliminary Report in the form of an Ordinance to the City Commission, recommending amendments to the City of Ocoee Charter as set forth therein; and

WHEREAS, § C-61 of the Charter further states, “The City Commission shall, within 45 days of receipt, review the report” of the Charter Review Commission. “If the City Commission has comments or recommendations, the City Commission will return its comments or recommendations, if any, to the Charter Review Commission within the same 45 day period,” and

WHEREAS, on August 1, 2023, the City Commission considered the Preliminary Report of the Charter Review Commission and made oral comments and recommendations to the Charter Review Commission; and

WHEREAS, on August 15, 2023, the City Commission held a public hearing, invited public comments on the proposed amendments to the Charter, and determined that the City Commission would make no further comments or recommendations to the Charter Review Commission; and

WHEREAS, § C-61 of the Charter further states, “The Charter Review Commission shall consider the comments or recommendations of the City Commission and then shall make its own final report to the City Commission, in ordinance form, which shall be adopted verbatim by the City Commission and which shall be placed on the ballot at the next municipal election,” and

WHEREAS, on September 14, 2023, the Charter Review Commission held a publicly noticed meeting, considered the comments and recommendations of the City Commission, and approved of a Final Report in the form of this ordinance for transmission to the City Commission for approval, allowing for review of the final form of the ordinance before transmittal, in accordance with § C-61 of the Charter; and

WHEREAS, a member of the Charter Review Commission requested further revisions to this Ordinance before its transmittal to the City Commission for two readings and adoption; and

WHEREAS, on September 28, 2023, a special meeting was held in which the Charter Review Commission approved of revisions to the ordinance, to which it gave final approval for transmittal to the City Commission; and

WHEREAS, as to a proposed amendment to § C-8 of the Charter (Powers of the City),

the municipal charters of the City's neighbors, the Town of Windermere, the City of Apopka, and City of Winter Garden, as well as many other municipalities provide that their local governmental powers "shall be construed liberally in favor of the municipality;" that liberal construction is a judicial term of art that authorizes courts to effect the intended purpose of the language; that the existing language of the Charter provides for liberal construction of enumerated powers instead of all powers, and the Charter Review Commission determined that liberal construction is appropriate to effect the purposes for all of the City's lawful powers; and

WHEREAS, as to a proposed amendment to § C-8 of the Charter (Powers of the City), the Charter Review Commission determined that the enumerated powers of the City of Ocoee for the acquisition and disposal of property, including real property, should also include the exchange of such properties; and

WHEREAS, as to a proposed amendment to § C-11 of the Charter (Eligibility, Residency Requirement and Proof), the Charter Review Commission determined that, to uphold the integrity of the City's elections, candidates for Mayor should reside in the City for at least one (1) year before qualifying, and candidates for Commissioner should reside in the district they seek to represent for at least one (1) year before qualifying; that each candidate should furnish such proof of meeting the residency requirement as the City Commission may prescribe by ordinance; that each candidate should consent to a background check to verify the candidate's qualifications to hold office; and no candidate shall be barred from running for office without notice, a hearing, and clear and convincing evidence that the candidate is not qualified to hold office; and

WHEREAS, as to a proposed amendment to § C-16 of the Charter (Salaries, Expenses), the Charter Review Commission determined that salaries for the Mayor, Mayor Pro Tem, and

Commissioners should be commensurate with the part-time nature of the duties of their office; and

WHEREAS, as to a proposed amendment to § C-17 of the Charter (Successors), the Charter Review Commission determined that, by ordinance, the qualifying period for a candidate who seeks to be the successor to a Mayor or Commissioner who has resigned should occur early enough so that the successor's election can occur during the same election the resigning Mayor or Commissioner is running for another office; therefore, the Charter Review Commission determined that § C-17 should be amended to provide that the successor to the resigning Mayor or Commissioner should be elected at the next regular or general city election within 12 months of the resignation; the Charter Review Commission also approved of clarifying language in § C-17 and is recommending that the City Commission adopt an ordinance establishing that the qualifying period for candidates for Mayor and City Commissioner occur between noon the first Friday in December and noon the second Friday in December before the election, and such other five (5) business day qualifying periods as the City Commission may establish; and

WHEREAS, as to a proposed amendment to § C-18 of the Charter (Independent Audit), the Charter Review Commission determined that the current requirement to procure a new auditor every three (3) years is too frequent due to the passage of Florida Statutes § 218.391, which is a safeguard against fraud and embezzlement by requiring municipalities to establish an auditor selection committee; therefore, the Charter Review Commission determined that the City Commission should have the authority to designate an accountant or accounting firm to serve as auditor annually or for a period not exceeding five (5) years; and

WHEREAS, as to a proposed amendment to § C-21 of the Charter (Appointment, qualifications, compensation of the City Manager), the Charter Review Commission determined

that the City Commission should have the flexibility to reasonably relax the requirement for a new City Manager to reside in the City of Ocoee within one (1) year of beginning employment due to extenuating circumstances or market conditions, but only by unanimous consent; and

WHEREAS, as to a proposed amendment to § C-28 of the Charter (City Clerk), the Charter Review Commission determined that the Charter should reflect actual practice such that the City Manager determines the salary of the City Clerk, subject to the budget approval of the City Commission; and

WHEREAS, as to a proposed amendment to § C-45 of the Charter (Election dates and terms of office), the Charter Review Commission determined that, for clarity, the Charter should define the terms “regular election,” “special election,” and “general municipal election,” which are used in various sections of the Charter, and further, that a person elected to the office of Mayor or City Commissioner should be sworn-in immediately before the first regular meeting of the City Commission, instead of at the currently prescribed time of 7:00 p.m., given that City Commission meetings commence at 6:15 p.m.; and

WHEREAS, as to a proposed amendment to § C-49 of the Charter (Conduct of Elections), the Charter Review Commission determined that the City Commission should have the flexibility to schedule elections and candidate qualifying periods by either resolution or ordinance; and

WHEREAS, as to a proposed amendment to § C-50 of the Charter (Certification of results; canvass of returns; notification of successful candidates), the Charter Review Commission determined that the city clerks of the Town of Windermere, the City of Apopka, and the City of Winter Garden serve on each city’s respective election canvassing board; that the City Clerk of the City of Ocoee coordinates the City’s election activities and must certify

election results under § C-50; that for practical reasons the City Clerk of the City of Ocoee should serve on the City of Ocoee's canvassing board together with two (2) citizens appointed by the City Commission, and, to increase citizen participation, the City Commission should appoint two (2) citizens as alternates to the canvassing board; and

WHEREAS, pursuant to Florida Statutes § 166.031, the City Commission conducted advertised public hearings and, after a first reading on October 3, 2023, adopted this Ordinance on October 17, 2023, to submit the proposed Charter amendments set forth herein to the voters at the next general city election, on March 19, 2024, or as otherwise scheduled; and

WHEREAS, Florida Statutes § 166.031(2) states, "Upon adoption of an amendment to the charter of a municipality by a majority of the electors voting in a referendum upon such amendment, the governing body of said municipality shall have the amendment incorporated into the charter and shall file the revised charter with the Department of State. All such amendments are effective on the date specified therein or as otherwise provided in the charter."

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

SECTION 1. Recitals. The foregoing recitals are incorporated as if set forth at length and are hereby made a part of this ordinance.

SECTION 2. Authority. The City Commission of the City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166, Florida Statutes, Chapter 5 of the City Code pertaining to elections, and § C-61 of the Charter, pertaining to the Charter Review Commission.

SECTION 3. Format of Proposed Amendments to the Charter. In the proposed amendments to the Charter in the sections that follow, words that are stricken are

deletions; words that are underlined are additions; and stars (***) indicate omitted sections and subsections that do not represent Charter amendments.

SECTION 4. Proposed Amendment to § C-8 of the Charter: Powers of the City.

4.1 **Text of the Amendment.** The City shall submit the following proposed amendment to § C-8 of the Charter to the qualified electors of the City of Ocoee:

§ C-8. Powers of the city.

The City of Ocoee shall have all governmental, corporate and proprietary powers and all other powers possible for a city to have under the Constitution and the laws of Florida as fully and completely as though they were specifically enumerated in this Charter. ~~Except as otherwise provided herein, t~~The following powers of the city shall be construed liberally and in favor of the city to effect their intended purposes, and the specific mention of particular powers in the Charter shall not be construed as limiting, in any way, the powers granted to the city under the Constitution and the laws of Florida. The City of Ocoee's powers include:

B. Property rights. To purchase, lease, acquire by eminent domain, exchange, or otherwise obtain, receive and hold property or any interest in property, whether real, personal or intangible, for such municipal or other public purposes as the City Commission may, by ordinance or otherwise, deem necessary and proper; to sell, lease, exchange, or otherwise dispose of said property for the

benefit of the city to the same extent that natural persons might or could do, except as otherwise provided herein.

4.2 **Ballot Title and Questions.** The ballot titles and summaries for the proposed amendments to § C-8 of the Charter, set forth in Section 4 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #1

AMENDMENT OF § C-8, CITY OF OCOEE CHARTER, TO LIBERALLY CONSTRUE THE CITY’S POWERS TO EFFECT THEIR INTENDED PURPOSES

Section C-8 of the City of Ocoee’s Charter shall be amended to provide that the City of Ocoee’s powers be liberally construed in favor of the city to effect their intended purposes.

Shall the above-described amendment be adopted?

☐ YES

☐ NO

Question #2

AMENDMENT OF § C-8, CITY OF OCOEE CHARTER, TO PROVIDE FOR THE EXCHANGE OF PROPERTY AS AN ENUMERATED MUNICIPAL POWER

Section C-8 of the City of Ocoee’s Charter shall be amended to provide that the City’s enumerated powers shall include the right to acquire or dispose of property, including real property, by exchange.

Shall the above-described amendment be adopted?

☐ YES

☐ NO

SECTION 5. Proposed Amendments to § C-11 of the Charter (Eligibility.

Residency Requirement and Proof).

5.1 **Text of the Amendments.** The City shall submit the following proposed amendments to § C-11 of the Charter to the qualified electors of the City of Ocoee in two separate ballot questions:

§ C-11. Eligibility. Residency Requirement and Proof.

Each candidate for the office of Mayor shall, ~~at the time of~~ for at least one (1) year before qualifying as a candidate for such office, be a bona fide resident of the city. The Mayor shall, during the entire term of office, be a bona fide resident of the city. Each candidate for the office of Commissioner shall, ~~at the time of~~ for at least one (1) year before qualifying as a candidate for such office, be a bona fide resident of the single-member district which such candidate seeks to represent. A candidate for Mayor or Commissioner shall furnish such proof of meeting the one (1) year residency requirement as may be prescribed by ordinance. Each candidate shall consent to a background check to verify the candidate's qualifications to hold office. No candidate shall be barred from running for office without notice, a hearing, and clear and convincing evidence that the candidate is not qualified to hold office.

5.2 **Ballot Title and Question.** The ballot title and summary for the proposed amendments to § C-11 of the Charter, set forth in Section 5 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #3

AMENDMENT OF § C-11, CITY OF OCOEE CHARTER, TO ESTABLISH ONE (1) YEAR RESIDENCY REQUIREMENTS FOR CANDIDATES FOR MAYOR AND CITY COMMISSIONER; PROVIDING THAT EACH CANDIDATE SHALL FURNISH PROOF OF RESIDENCY AS PRESCRIBED BY ORDINANCE;

Section C-11 of the City of Ocoee’s Charter shall be amended to provide that candidates for Mayor shall reside in the City of Ocoee for at least one (1) year before qualifying as a candidate and to require candidates for City Commissioner to reside in the district they seek to represent for at least one (1) year before qualifying as a candidate; candidates shall provide such proof of residency as may be prescribed by ordinance.

Shall the above-described amendment be adopted?

☐ YES

☐ NO

Question #4

AMENDMENT OF § C-11, CITY OF OCOEE CHARTER, TO PROVIDE THAT EACH CANDIDATE FOR MAYOR AND CITY COMMISSIONER SHALL CONSENT TO A BACKGROUND CHECK TO VERIFY THE CANDIDATE’S QUALIFICATIONS TO HOLD OFFICE; AND PROVIDING THAT NO CANDIDATE SHALL BE BARRED FROM RUNNING FOR OFFICE WITHOUT NOTICE, A HEARING, AND CLEAR AND CONVINCING EVIDENCE THAT THE CANDIDATE IS NOT QUALIFIED TO HOLD OFFICE.

Section C-11 of the City of Ocoee’s Charter shall be amended to provide that each candidate for Mayor and City Commissioner shall consent to a background check to verify the candidate’s qualifications to hold office; and no candidate shall be barred from running for office without notice, a hearing, and clear and

convincing evidence that the candidate is not qualified to hold office.

Shall the above-described amendment be adopted?

___ YES

___ NO

SECTION 6. Proposed Amendment to § C-16 of the Charter (Salary; expenses)

6.1 **Text of the Amendment.** The City shall submit the following proposed amendment to § C-16 of the Charter to the qualified electors of the City of Ocoee:

§ C-16. Salary; expenses.

The City Commission may determine the annual salary of the Mayor, the Mayor pro tem, and the Commissioners by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of members of the City Commission elected at the next regular city election, provided that such election follows the adoption of such ordinance by at least six (6) months. **Salaries shall be commensurate with the part-time nature of the duties of the office.** Members of the City Commission shall receive their actual and necessary expense incurred in the performance of their duties of office.

6.2 **Ballot title and question.** The ballot title and summary for the proposed amendment to § C-16 of the Charter, set forth in Section 6 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #5

**AMENDMENT OF § C-16, CITY OF OCOEE CHARTER,
TO PROVIDE THAT SALARIES OF THE MAYOR,
MAYOR PRO TEM, AND COMMISSIONERS SHALL BE
COMMENSURATE WITH THE PART-TIME NATURE OF
THE DUTIES OF THE OFFICE.**

Section C-16 of the City of Ocoee's Charter shall be amended to provide that the salaries of the Mayor, Mayor Pro Tem, and Commissioners shall be commensurate with the part-time nature of the duties of the office.

Shall the above-described amendment be adopted?

☐ YES

☐ NO

SECTION 7. Proposed Amendment to § C-17 of the Charter (Successors).

7.1 **Text of the Amendment.** The City shall submit the following proposed amendment to § C-17 of the Charter to the qualified electors of the City of Ocoee:

§ C-17. Filling of vacancies.

1. If any vacancy, other than the Office of Mayor, occurs in the City Commission, an eligible person shall be selected by the City Commission within thirty (30) days of the vacancy to serve as an interim Commissioner until the successor is elected. If a vacancy occurs in the office of Mayor, the Mayor pro tem shall serve as an interim Mayor until the successor is elected. The City Commission shall appoint an interim Commissioner to fill the vacancy created by the Mayor pro tem serving as Mayor; such interim Commissioner shall serve until such time as a Mayor is

elected. The Mayor pro tem shall resume representation of ~~his~~ a single-member district for the remainder of the term.

2. The successor to the office of Mayor or Commissioner shall be elected at the next regular or general city election if such election is to be held within twelve (12) months of the vacancy. If a regular or general city election will not be held within twelve (12) months, the successor shall be elected at a special election which shall be called by the City Commission within ninety (90) days of the vacancy. The successor shall serve for the unexpired term of the member who created the vacancy.
3. If all members of the City Commission are removed at the same time, the Governor of the State of Florida shall appoint an interim City Commission that shall call a special election to elect their successors within ninety (90) days of appointment.

7.2 **Ballot Title and Question.** The ballot title and summary for the proposed amendment to § C-17 of the Charter, set forth in Section 7 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #6

**AMENDMENT OF § C-17, CITY OF OCOEE CHARTER,
TO PROVIDE FOR THE SUCCESSOR TO THE OFFICE OF
MAYOR OR COMMISSIONER TO BE ELECTED AT THE
NEXT REGULAR OR GENERAL CITY ELECTION, IF
HELD WITHIN TWELVE (12) MONTHS OF THE
VACANCY**

Section C-17 of the City of Ocoee's Charter shall be amended to provide that the successor to the office of Mayor or City Commissioner shall be elected at the next regular or general city election, if held within twelve (12) months of the vacancy.

Shall the above-described amendment be adopted?

___ YES

___ NO

SECTION 8. Proposed Amendment to § C-18 of the Charter (Independent Audit).

8.1 **Text of the Amendment.** The City shall submit the following proposed amendment to § C-18 of the Charter to the qualified electors of the City of Ocoee:

§ C-18. Independent Audit.

The City Commission shall provide for an independent annual audit of all city accounts in conformance with the auditor selection procedures of § 218.391, Florida Statutes, and may provide for more frequent audits as it deems necessary. Audits shall be made by a certified public accountant or firm of accountants who or which has no personal interest, direct or indirect, in the fiscal affairs of the city government or any of its officers. The City Commission may designate such accountant or firm annually or for a period not exceeding ~~three (3)~~ five (5) years. If the state makes such an audit, the City Commission may accept it as satisfying the requirements of this section.

8.2 **Ballot Title and Question.** The ballot title and summary for the proposed amendment to § C-18 of the Charter, set forth in Section 8 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #7

AMENDMENT TO § C-18, CITY OF OCOEE CHARTER, TO AUTHORIZE THE CITY COMMISSION TO DESIGNATE AN ACCOUNTANT OR ACCOUNTING FIRM IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN FLORIDA STATUTES § 218.391 ANNUALLY OR FOR A PERIOD NOT TO EXCEED FIVE (5) YEARS

Section C-18 of the City of Ocoee’s Charter shall be amended to authorize the City Commission to designate an accountant or accounting firm in accordance with the procedures set forth in Florida Statutes § 218.391 annually or for a period not to exceed five (5) years.

Shall the above-described amendment be adopted?

___ YES

___ NO

SECTION 9. Proposed Amendment to § C-21 of the Charter (Appointment, qualifications, compensation of the City Manager).

9.1 **Text of the Amendment.** The City shall submit the following proposed amendment to § C-21 of the Charter to the qualified electors of the City of Ocoee:

§ C-21. Appointment, Qualifications, Compensation of the City Manager.

The City Manager shall be appointed solely on the basis of executive and administrative qualifications and need not be a resident of the City of Ocoee or the State of Florida at the time of

appointment. Within one (1) year of commencement of employment, the City Manager shall become a resident of the city unless such time is reasonably extended by the unanimous approval of the City Commission, and thereafter shall remain a resident of the City while employed as City Manager.

9.2 **Ballot Title and Question.** The ballot title and summary for the proposed amendment to § C-21 of the Charter, set forth in Section 9 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #8

**AMENDMENT TO § C-21, CITY OF OCOEE CHARTER,
TO AUTHORIZE THE CITY COMMISSION TO
REASONABLY EXTEND THE REQUIREMENT FOR THE
CITY MANAGER TO BECOME A RESIDENT OF THE
CITY OF OCOEE UPON THE CITY COMMISSION’S
UNANIMOUS APPROVAL**

Section C-21 of the City of Ocoee’s Charter shall be amended to authorize the City Commission to reasonably extend the requirement for the City Manager to reside in the City of Ocoee within one (1) year of beginning employment upon the Commission’s unanimous approval.

Shall the above-described amendment be adopted?

☐ YES

☐ NO

SECTION 10. Proposed Amendment to § C-28 of the Charter (City Clerk).

10.1 **Text of the Amendment.** The City shall submit the following proposed amendment to § C-28 of the Charter to the qualified electors of the City of Ocoee:

§ C-28. City Clerk.

A. Appointment; powers and duties. There shall be a City Clerk who shall be appointed by the City Manager. The City Clerk shall be under the direction and supervision of the City Manager. The salary of the City Clerk shall be determined by the City Manager, subject to the budget approval of the City Commission. ***

10.2 **Ballot Title and Question.** The ballot title and summary for the proposed amendment to § C-28 of the Charter, set forth in Section 10 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #9

**AMENDMENT TO § C-28, CITY OF OCOEE CHARTER,
TO CLARIFY THAT THE CITY CLERK’S SALARY IS
SUBJECT TO THE CITY COMMISSION’S BUDGET
APPROVAL**

Section C-28 of the City of Ocoee’s Charter shall be amended to clarify that the City Manager shall determine the City Clerk’s salary, subject to budget approval by the City Commission.

Shall the above-described amendment be adopted?

___ YES

___ NO

SECTION 11. Proposed Amendment to § C-45 of the Charter
(Election dates and terms of office).

11.1 **Text of the Amendment.** The City shall submit the following proposed amendment to § C-45 of the Charter to the qualified electors of the City of Ocoee:

§ C-45. Election dates and terms of office.

A. Regular Elections. A 'regular election' is an election held at a regular interval to elect the office of Mayor or City Commissioner. Beginning in March 2021, regular municipal elections shall be held annually on the second Tuesday in March of each odd-numbered year. ***

B. Special Elections. A 'special election' is an election that may be held to fill a vacancy on the City Commission pursuant to § C-17 or to approve of an ordinance by initiative or to repeal an ordinance by referendum pursuant to § C-19.

C. General Elections. A 'general city election' is any municipal election that is not a special election or regular election.

B.D. Notwithstanding the above, the term of office of any person elected to the office of Mayor or the office of City Commissioner shall commence upon being sworn into office and continue until such time as his or her respective successor is sworn into office. Any person elected to the office of Mayor or the office of City Commissioner shall be sworn into office at ~~7:00 p.m. on the day~~ immediately prior to commencement of the next regularly scheduled City Commission meeting held after the results of the election are declared by the Canvassing Board as set forth in § C-50 of this charter. The incumbent Mayor and City Commissioners in office on the date of

approval of this provision by the voters of the City shall continue to hold their respective offices until their successors are sworn into office. Notwithstanding the foregoing, in the event that no candidate qualifies for the office of Mayor or a specific seat on the City Commission, then such office or seat shall be declared vacant by the Canvassing Board at its meeting following the regular municipal election.

11.2 **Ballot Title and Question.** The ballot title and summaries for the proposed amendments to § C-45 of the Charter, set forth in Section 11 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #10

**AMENDMENT TO § C-45, CITY OF OCOEE CHARTER,
TO DEFINE “REGULAR,” “SPECIAL,” AND “GENERAL
CITY ELECTIONS”**

Section C-45 of the City of Ocoee’s Charter shall be amended to define “regular elections” as those held at regular intervals for the election of Mayor and City Commissioner, “special elections” as those held to fill a vacancy in the office of Mayor or City Commissioner, for a citizen initiative to approve of an ordinance, or a referendum to repeal an ordinance, and “general elections” as any other municipal election.

Shall the above-described amendment be adopted?

☐ YES

☐ NO

Question #11

**AMENDMENT TO § C-45, CITY OF OCOEE CHARTER,
TO PROVIDE FOR THE SWEARING-IN OF A NEWLY-
ELECTED MAYOR OR CITY COMMISSIONER**

Section C-45 of the City of Ocoee's Charter shall be amended to provide that any person elected to the office of Mayor or City Commissioner shall be sworn into office immediately prior to commencement of the next regularly scheduled City Commission meeting held after the Canvassing Board declares the election results.

Shall the above-described amendment be adopted?

___ YES

___ NO

SECTION 12. Proposed Amendment to § C-49 of the Charter

(Conduct of Elections).

12.1 **Text of the Amendment.** The City shall submit the following proposed amendment to § C-49 of the Charter to the qualified electors of the City of Ocoee:

§ C-49. Conduct of Elections.

The City Commission shall designate the places of polling for all city elections and shall give notice of all city elections in accordance with the laws of Florida. Except as otherwise set forth herein, the City Commission shall by ordinance provide for the printing of ballots, the conduct of elections, including absentee procedures, the canvass of returns, and all similar election details. Such ordinance shall, to the extent possible, ensure the secrecy of the ballot and the integrity of the poll. The City Commission may set the dates of elections and dates of qualifying of candidates by resolution or ordinance.

12.2 **Ballot Title and Question.** The ballot title and summary for the proposed amendment to § C-49 of the Charter, set forth in Section 12 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #12

**AMENDMENT OF § C-49, CITY OF OCOEE CHARTER,
TO AUTHORIZE THE CITY COMMISSION TO SET THE
DATES OF ELECTIONS AND CANDIDATE QUALIFYING
PERIODS BY RESOLUTION OR ORDINANCE**

Section C-49 of the City of Ocoee’s Charter shall be amended to authorize the City Commission to set the dates of elections and dates of qualifying periods for candidates by either resolution or ordinance.

Shall the above-described amendment be adopted?

___ YES

___ NO

SECTION 13. Proposed Amendment to § C-50 of the Charter

(Certification of results; canvass of returns; notification of successful candidates).

13.1 **Text of the Amendment.** The City shall submit the following proposed amendment to § C-50 of the Charter to the qualified electors of the City of Ocoee:

§ C-50. Certification of results; canvass of returns; notification of successful candidates.

The results of the voting at each polling place when ascertained shall be certified by return in duplicate signed by the Clerk and a majority of the inspectors of the election, one (1) copy being delivered by the Clerk and inspectors to the Mayor and the other to

the City Clerk, both of whom shall transmit such return to a public meeting of the Canvassing Board, which shall consist of the City Clerk and ~~three (3)~~ two (2) citizens appointed by the City Commission. The City Commission shall also appoint two (2) additional citizens to serve as alternates to the Canvassing Board.

The Canvassing Board shall canvass the returns and shall declare the results of the canvass as the results of the election in a manner provided by city ordinance or as otherwise required by law. A majority of the Canvassing Board shall constitute a quorum thereof. Notwithstanding the foregoing, with the agreement of the Orange County Canvassing Board and Orange County Supervisor of Elections, the City Commission may, by ordinance, assign and abdicate the canvassing responsibilities of the City Canvassing Board to the Orange County Canvassing Board. In such event, the Orange County Canvassing Board shall canvass the returns and shall declare the results of the canvass as the results of the election in a manner provided by city ordinance or as otherwise required by law.

13.2 **Ballot Title and Question.** The ballot title and summary for the proposed amendment to § C-50 of the Charter, set forth in Section 13 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #13

AMENDMENT OF § C-50, CITY OF OCOEE CHARTER, TO

APPOINT THE CITY CLERK AND CITIZENS TO THE CITY OF OCOEE CANVASSING BOARD

Section C-50 of the City of Ocoee's Charter shall be amended to appoint the City Clerk to the City of Ocoee's election Canvassing Board in addition to two (2) citizens and two (2) citizen alternates appointed by the City Commission.

Shall the above-described amendment be adopted?

___ YES

___ NO

SECTION 14. Codification & Corrections. Any Charter amendment provided for in this Ordinance which receives affirmative votes from the majority of the votes cast shall be incorporated into the Charter of the City of Ocoee. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance or the Charter may be freely made.

SECTION 15. Directions to City Staff. City Staff, under the direction of the City Manager, are directed and authorized to take such actions as are necessary and advisable to effect and carry out this Ordinance and the Charter amendments and referendum provided for herein, including putting the questions set forth herein on the ballot for the next municipal election on March 19, 2024, or as otherwise scheduled. If the Charter is amended by a majority vote of the qualified electors of the City, the City Clerk shall file a copy of the revised Charter with the Florida Department of State in accordance with § 166.031(2), Florida Statutes.

SECTION 16. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any

court of competent jurisdiction, such portion shall be deemed a separate, severed, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 17. Conflict. In the event of a conflict or conflicts between this Ordinance and any other Ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 18. Effective Date. This Ordinance shall become effective immediately upon passage and adoption. Any Charter amendment provided for herein shall become effective immediately upon approval by the qualified voters of the City of Ocoee and certification by the Supervisor of Elections or other appropriate officer or entity.

PASSED AND ADOPTED this ____ day of _____, 2023.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2023
READ FIRST TIME _____,
2023.
READ SECOND TIME AND ADOPTED
_____, 2023.
UNDER AGENDA ITEM NO. _____

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

this _____ day of _____, 2023.

FISHBACK DOMINICK

By: _____

A. Kurt Ardaman

City Attorney

S:\AKA\CLIENTS\Ocoee, City of\Charter Review - Elections O164-27414\Resolution and Ordinances\Ordinance 2023-____ Amending Ocoee Charter
(Final Report) (FINAL) - rsg - 9 29 23 - vCC.doc

**CITY OF OCOEE
PUBLIC HEARING**

A Public Hearing before the Ocoee City Commission will be held **Tuesday, October 17, 2023, at 6:15 p.m.** or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CONSISTING OF A FINAL REPORT BY THE CITY'S CHARTER REVIEW COMMISSION PROPOSING AMENDMENTS TO THE CITY OF OCOEE'S CHARTER FOR THE BALLOT AT THE NEXT GENERAL CITY ELECTION, ON MARCH 19, 2024, OR AS OTHERWISE SCHEDULED, PERTAINING TO:

(1) § C-8 (POWERS OF THE CITY) TO STATE THAT THE CITY'S POWERS SHALL BE CONSTRUED LIBERALLY IN FAVOR OF THE CITY TO EFFECT THEIR INTENDED PURPOSES AND THAT THE CITY'S ENUMERATED POWERS SHALL INCLUDE THE AUTHORITY TO EXCHANGE PROPERTY;

(2) § C-11 (ELIGIBILITY, RESIDENCY REQUIREMENT AND PROOF) TO REQUIRE CANDIDATES FOR MAYOR TO RESIDE IN THE CITY FOR AT LEAST ONE (1) YEAR BEFORE QUALIFYING AS A CANDIDATE AND TO REQUIRE CANDIDATES FOR CITY COMMISSIONER TO RESIDE IN THE DISTRICT THEY SEEK TO REPRESENT FOR AT LEAST ONE (1) YEAR BEFORE QUALIFYING AS A CANDIDATE; REQUIRING CANDIDATES TO PROVIDE SUCH PROOF OF RESIDENCY AS MAY BE PRESCRIBED BY ORDINANCE; PROVIDING THAT EACH CANDIDATE SHALL CONSENT TO A BACKGROUND CHECK TO VERIFY THE CANDIDATE'S QUALIFICATIONS TO HOLD OFFICE; AND PROVIDING THAT NO CANDIDATE SHALL BE BARRED FROM RUNNING FOR OFFICE WITHOUT NOTICE, A HEARING, AND CLEAR AND CONVINCING EVIDENCE THAT THE CANDIDATE IS NOT QUALIFIED TO HOLD OFFICE.

(3) § C-16 (SALARIES, EXPENSES), TO PROVIDE THAT SALARIES OF THE MAYOR, MAYOR PRO TEM, AND COMMISSIONERS SHALL BE COMMENSURATE WITH THE PART-TIME NATURE OF THE DUTIES OF THEIR OFFICE.

(4) § C-17 (SUCCESSORS) TO PROVIDE FOR THE SUCCESSOR TO THE OFFICE OF MAYOR OR COMMISSIONER TO BE ELECTED AT THE NEXT REGULAR OR GENERAL CITY ELECTION, IF HELD WITHIN TWELVE (12) MONTHS OF THE VACANCY;

(5) § C-18 (INDEPENDENT AUDIT) TO AUTHORIZE THE CITY COMMISSION TO DESIGNATE AN ACCOUNTANT OR ACCOUNTING FIRM IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN FLORIDA STATUTES § 218.391 ANNUALLY OR FOR A PERIOD NOT TO EXCEED FIVE (5) YEARS;

(6) § C-21 (APPOINTMENT; QUALIFICATIONS; COMPENSATION) TO AUTHORIZE THE CITY COMMISSION TO REASONABLY EXTEND THE REQUIREMENT FOR THE CITY MANAGER TO BECOME A RESIDENT OF THE CITY OF OCOEE WITHIN ONE (1) YEAR OF BEGINNING EMPLOYMENT BY A UNANIMOUS VOTE;

(7) § C-28 (CITY CLERK) TO CLARIFY THAT THE CITY CLERK'S SALARY IS SUBJECT TO THE CITY COMMISSION'S BUDGET APPROVAL;

(8) § C-45 (ELECTION DATES) TO DEFINE "REGULAR," "SPECIAL," AND "GENERAL CITY ELECTIONS" AND TO PROVIDE FOR THE SWEARING-IN OF A NEWLY-ELECTED MAYOR OR CITY COMMISSIONER IMMEDIATELY BEFORE THE NEXT REGULARLY SCHEDULED CITY COMMISSION MEETING AFTER THE CANVASSING BOARD DECLARES THE ELECTION RESULTS;

(9) § C-49 (CONDUCT OF ELECTIONS) TO AUTHORIZE THE CITY COMMISSION TO SET THE DATES OF ELECTIONS AND THE DATES OF QUALIFYING PERIODS FOR CANDIDATES BY RESOLUTION OR ORDINANCE;

(10) § C-50 (CERTIFICATION OF RESULTS; CANVASS OF RETURNS; NOTIFICATION OF SUCCESSFUL CANDIDATES) TO APPOINT THE CITY CLERK TO THE CITY OF OCOEE'S CANVASSING BOARD TOGETHER WITH TWO (2) OTHER CITIZENS AND TWO (2) CITIZEN ALTERNATES APPOINTED BY THE CITY COMMISSION;

(11) PROVIDING A FORM OF BALLOT FOR EACH PROPOSED AMENDMENT;

(12) DIRECTING THE CITY CLERK TO FILE THE REVISED CHARTER AS APPROVED BY THE VOTERS WITH THE FLORIDA DEPARTMENT OF STATE;

(13) PROVIDING FOR SEVERABILITY AND A SAVINGS CLAUSE; AND

(14) PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

All interested parties are invited to attend and be heard with respect to the above. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such hearing, they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at 407-905-3105 at least two days prior to the date of hearing.