



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

December 5, 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

• STAFF REPORTS AND AGENDA REVIEW

Emergency Item - Fourth Amendment to the Contract for Purchase and Sale between Wire Development, LLC and the City of Ocoee for the Purchase of City-owned property at Crown Point. **(Assistant City Manager Shadrix)**

• 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 November 7, 2023. **(City Clerk Sibbitt)**
2. Approval of Reappointment to the Citizen Advisory Council for Ocoee Fire Department (CACOFD). **(City Clerk Sibbitt)**
3. Approval of Ocoee Youth Council Scholarship Award Program. **(City Clerk Sibbitt)**
4. Approval of the First Amendment to the Purchase and Sale Agreement between the City of Ocoee and the Chevron Land and Development Company. **(Assistant City Manager Shadrix)**
5. Approval of the First Amendment to the Development Agreement between the City of Ocoee and Montierre Development PLLC. **(Assistant City Manager Shadrix)**
6. Approval of Vacant Land Purchase of Property Located at 1 Taylor Street. **(City Manager Frank)**
7. Approval of the Utility Easement Agreement for Ocoee Corners Development. **(Development Engineer Keaton)**
8. Approval of the Fullers Cross Road Sidewalk Easement Agreement with Ocoee Village Center. **(Development Engineer Keaton)**

9. Approval of Amendment to Contract for 15 S. Kissimmee Ave and 214 W. McKey Street. **(Development Services Director Rumer)**
10. Approval of Ocoee Village Center Agreement for Transfer of \$400,000 for the Fire Station and Non-Substantial Amendment to the PUD. **(Development Services Director Rumer)**
11. Approval of Temporary Parking Lease Agreement for 137 W. McKey Street with VMG Construction, Inc. **(Development Services Director Rumer)**
12. Approval of the Drainage Easement Agreement with GS Crown Point Owner, LLC (FKA Wire Development) for Drainage Outfall Pipe going under a New City Road in the Ocoee Crown Point PUD for the Ocoee Crown Point Mixed-Use project. **(Development Services Director Rumer)**
13. Approval of a Drainage Easement Agreement for Pond 8 in the Ocoee Crown Point PUD with GS Crown Point Owner, LLC (FKA Wire Development) for the Ocoee Crown Point Mixed-Use Project. **(Development Services Director Rumer)**
14. Approval for a Drainage Easement Agreement for Pond 10 in the Ocoee Crown Point PUD Owned and Constructed by Orange County Public Schools (OCPS) on the OCPS Technical School Campus. **(Development Services Director Rumer)**
15. Approval to Proceed with Water and Wastewater Field Operations CIP Projects. **(Finance Director Roberts)**
16. Approval to Piggyback the NCPA/OMNIA Partners Contract for Construction of the Vandergrift Central Park Basketball Court by The NIDY Sports Construction Company, Inc. **(Parks and Recreation Director Johnson)**
17. Approval to Piggyback the NCPA/OMNIA Partners Contract for Construction of Tiger Minor Pickleball Courts by The NIDY Sports Construction Company, Inc. **(Parks and Recreation Director Johnson)**
18. Approval to Waive the Bid Requirements to Resurface the Ocoee Aquatic Center Pool. **(Parks and Recreation Director Johnson)**
19. Approval to Piggyback Sourcewell Cooperative Purchasing Contract for Phase 3 of the Ocoee Action Sports Park. **(Parks and Recreation Director Johnson)**
20. Approval to Enter into an Agreement with SoundThinking, Inc. for Resource Management Software Services. **(Acting Police Chief Ogburn)**
21. Notification of Emergency Repair to Tank #2 at the Forest Oaks Water Treatment Plant per Emergency Notification - Section 21.6, Chapter 21, City of Ocoee Code of Ordinances. **(Utilities Director Croteau)**
22. Approval to Purchase Quiet Pulse Blowers from PSI Technologies Inc. **(Utilities Director Croteau)**
23. Approval to Replace Existing Rotors and Add a New Rotor to each Oxidation Ditch at the City of Ocoee Wastewater Treatment Plant. **(Utilities Director Croteau)**
24. Approval of 429 Business Center Phase II East Large Scale Final Site Plan and Development Agreement - Project No. LS-2022-014. **(Zoning Manager Whitfield)**
25. Approval of 429 Business Center Phase II West Large Scale Final Site Plan and Development Agreement - Project No. LS-2022-015. **(Zoning Manager Whitfield)**

- **FIRST READING OF ORDINANCE**

- 26. Chinapen Property Small-Scale Comprehensive Plan Amendment from Low-Density Residential to Commercial & Rezoning from R-1A to C-2 - CPA-2023-002 & RZ-23-09-09. (Zoning Manager Whitfield)

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

- **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.



Meeting Date: December 5, 2023

Item #:

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Emergency Item - Fourth Amendment to the Contract for Purchase and Sale between Wire Development, LLC and the City of Ocoee for the Purchase of City-owned property at Crown Point. (Assistant City Manager Shadrix)

Background Summary:

On February 17th, 2021, GS Crown Point Owner, LLC, formerly Wire Development (The “Developer”) entered into an agreement with the City of Ocoee (the “City”) to purchase the property known now as Ocoee Crown Point Mixed use development located at 2012 Ocoee Apopka Road. The Developer has been working with the City through a complicated permit and entitlement process that included the City of Ocoee, Orange County and Orange County Public Schools (OCPS). To date they have received full FSP Approval, Orange County Approval and are in review with the City of Ocoee for final building permits.

As part of the City’s contract obligation, a road that OCPS is constructing through the site that the Developer is purchasing was to be dedicated as ROW and open for use as access to the Future Technical School as well as driveway access to Developer’s future project. OCPS was due to complete the road and dedicate it to the City by the end of October 2023. The construction of road has since been delayed and the City has not accepted it due to construction related issues that are in process of being resolved. The majority of the road is complete and should be finalized for the opening of the school in August 2024. The City controls final acceptance of the road.

The Developer would like to proceed with closing as planned with the City’s assistance in providing access to their site as originally intended while OCPS completes the roadwork. In order to resolve this issue, closing would be delayed working through any agreements required. The delay was specifically contemplated in the Second Amendment of the Contract in the event that there were any issues or delays with the road. The Developer would like to move forward with closing and has been working with the City on a solution that would minimize further delay.

Proposed Solution: In order to address the intended access to the site and a solution to ensure the road will be completed, the City and Developer agree to the following:

Amend the Purchase and Sale Agreement to include:

1. Extended Closing Date to Resolve the Issue and Amend the Contract,

2. City lease out the road under construction by leasing out the area via a right-of-way sketch and description,
3. The City will provide a right of license agreement to be recorded at closing for the benefit of the Developer for ongoing access of the driveway/City ROW until the ROW complete and open for public use. This may be converted to an easement post-closing at Developer's election.
4. Developer will close on the Property and use the access to City ROW while OCPS continues construction under the existing Construction Easement and 5th Amendment to the Tri Party Agreement. This Construction Easement will be terminated on or prior to the opening of the School or upon dedication of the ROW, whichever comes first, but no later than August 12, 2024.
5. Execute an Escrow Holdback Agreement at closing that allows \$250,000 of the purchase price to be held in Escrow while the road is completed. Anticipated completion date is no later than August 12, 2024 for school opening. If road is completed and dedicated by School Opening, escrow will be released to the City. If not, the Developer will have the option to complete the portion of the road on the City ROW property using the funds from Escrow as needed. Once the road is complete and accepted, the remaining balance in escrow will be released to the City.

Issue:

Should the Honorable Mayor and City Commissioners approve a proposed Fourth Amendment to the Contract for Purchase and Sale between Wire Development, LLC and the City of Ocoee for the Purchase of City-owned property at Crown Point?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve a Fourth Amendment to the Contract for Purchase and Sale between Wire Development, LLC and the City of Ocoee for the Purchase of City-owned property at Crown Point.

Attachments:

1. Ocoee Crown Point - Fourth Amendment to PSA

Financial Impacts:

No Funding is required with this Fourth Amendment

Type of Item: Staff Action Items

FOURTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE

THIS FOURTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE (this “Amendment”) is entered into as of December ___, 2023, by and the CITY OF OCOEE, a Florida municipal corporation, established under the laws of the State of Florida (“Seller”), and GS CROWN POINT OWNER, LLC, a Delaware limited liability company (“Buyer”).

RECITALS

A. WHEREAS, Seller and Buyer entered into that certain Agreement for Purchase and Sale dated February 17, 2022 (the “Original Agreement”), as amended by that certain First Amendment to Agreement for Purchase and Sale entered into by and between Seller and Buyer as of August 16, 2022 (the “First Amendment”), and as amended by that certain Second Amendment to Agreement for Purchase and Sale entered into by and between Seller and Buyer as of December 6, 2022 (the “Second Amendment”), and as amended by that certain Third Amendment to Agreement for Purchase and Sale entered into by and between Seller and Buyer as of May 3, 2023 (the “Third Amendment” and collectively with the Original Agreement, the First Amendment, and the Second Amendment, the “Agreement”) with respect to the sale of certain Property as more particularly defined in the Agreement;

B. WHEREAS, Seller and The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and laws of the State of Florida (the “County”), are parties to that certain Temporary Construction and Access Easement recorded December 13, 2022, in the Official Records of Orange County, Florida, as Document No. 20220745126 (the “Temporary Easement”) and that certain Fifth Amendment to Interlocal Agreement Regarding Coca-Cola Property (Ocoee Crown Point PUD) recorded April 10, 2023, in the Official Records of Orange County, Florida, as Document No. 20230198666 (the “Fifth Amendment”), pursuant to which the County shall complete certain roadway improvements (the “Ongoing Work”).

C. WHEREAS, Seller and Buyer desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing, the promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2. Legal Description. Exhibit “A” of the Agreement is hereby deleted in its entirety and replaced with Exhibit “A” attached hereto and incorporated herein by reference. Exhibit “C” of the Agreement is hereby deleted in its entirety and replaced with Exhibit “C” attached hereto and incorporated herein by reference.

3. Closing. Notwithstanding anything to the contrary contained in the Original Agreement, the First Amendment, and the Second Amendment, but subject to all conditions to Closing provided therein, the Closing shall occur on Wednesday, December 20, 2023.

4. Fee Escrow Agreement. At Closing, Seller, Buyer, and Fishback Dominick, LLP (the “Fee Escrow Agent”) shall enter into an escrow agreement (the “Fee Escrow Agreement”), the form of which shall be agreed to by the parties no later than Friday, December 15, 2023 (the “Document Negotiation Period”), which shall provide, *inter alia*, that (i) at Closing, Seller shall deposit an amount equal to Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) (the “Fee Escrow”) with Fee Escrow Agent to be held in escrow, (ii) if the Ongoing Work is completed in accordance with the Temporary Easement and the Fifth Amendment on or prior to August 15, 2024 (the “Ongoing Work Outside Completion Date”), Fee Escrow Agent shall immediately release the Fee Escrow to Seller, and (iii) if the Ongoing Work is not completed in accordance with the Temporary Easement and the Fifth Amendment on or prior to the expiration of the Ongoing Work Outside Completion Date, Fee Escrow Agent shall immediately release the Fee Escrow to Buyer. Buyer and Seller shall each have the right to terminate this Agreement if Buyer and Seller cannot agree on the form of Fee Escrow Agreement prior to the expiration of the Document Negotiation Period despite the parties’ good faith and reasonable efforts, in which event the Deposit shall be returned to Buyer and the parties shall have no further obligations in connection with the Agreement except for those obligations which expressly survive termination of the Agreement..

5. License Agreement. At Closing, Seller and Buyer shall enter into and record a license agreement (the “License Agreement”), the form of which shall be agreed to by the parties no later than the expiration of the Document Negotiation Period, which shall provide, *inter alia*, that if the Ongoing Work is not completed in accordance with the Temporary Easement and the Fifth Amendment on or prior to the expiration of the Ongoing Work Outside Completion Date, Buyer and its successors, assigns, affiliates, employees, and contractors shall have all construction and access rights over, under, and across the Grantor’s Property (as defined in the Temporary Easement) reasonably necessary to complete the Ongoing Work in accordance with the Temporary Easement and the Fifth Amendment, which rights shall terminate upon completion of the Ongoing Work in accordance with the Temporary Easement and the Fifth Amendment. Buyer and Seller shall each have the right to terminate this Agreement if Buyer and Seller cannot agree on the form of License Agreement prior to the expiration of the Document Negotiation Period despite the parties’ good faith and reasonable efforts, in which event the Deposit shall be returned to Buyer and the parties shall have no further obligations in connection with the Agreement except for those obligations which expressly survive termination of the Agreement.

6. Ratification. Except as specifically modified hereby, all terms and conditions of the Agreement are hereby ratified and confirmed and remain in full force and effect. In the event of any conflict between any term set forth in the Agreement and this Amendment, the terms of this Amendment shall control.

7. Counterparts/Facsimile. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document. Execution and delivery of this Amendment may be accomplished via electronic transmission.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Seller and Buyer have executed this Amendment as of the date first written above.

SELLER:

CITY OF OCOEE, FLORIDA
a Florida municipal corporation

By: _____
Name: _____
Title: _____

Attest: _____
_____, City Clerk

Date: December ___, 2023

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE. APPROVED AS TO
FORM AND LEGALITY THIS ___ DAY OF
DECEMBER 2023.

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

_____, City
Attorney

BUYER:

GS CROWN POINT OWNER, LLC, a
Delaware limited liability company

By: _____

Name: _____

Title: _____

Exhibit “A”
Legal Description of the Land

[To be added.]

Exhibit “C”
Legal Description of the South Tract

[To be added.]

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

November 7, 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. The invocation was led by **Commissioner Hart**, followed by the Pledge of Allegiance to the Flag led by **Commissioner Wilsen**. **City Clerk Sibbitt** called the roll and declared a quorum present.

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

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

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

Ocoee Day of Remembrance Proclamation, read and proclaimed by **Mayor Johnson**.

National Apprenticeship Week Proclamation, proclaimed by **Mayor Johnson**.

• **STAFF REPORTS AND AGENDA REVIEW 6:20 PM**

City Manager Frank announced that Consent Agenda Item #5 is being pulled at the request of the Developer, and will come back before the City Commission in December.

• **PUBLIC COMMENTS 6:21 PM**

The following persons addressed the City Commission:

- **Tom Lowery**, *Ocoee Resident*, spoke about the Challenge 22, an organization committed to suicide prevention. He encouraged the community to show their support by participating in the Challenge 22 Walk scheduled on Saturday. The event is being hosted by American Legion Post 63. He further reminded residents about the City's upcoming Veteran's Day event on Thursday, November 9th.
- **Jim Moyer**, *Ocoee Resident*, reiterated previous concerns about signage on the 429 and shared that he has spoken to several community leaders, and encouraged the City to also contact FDOT. He provided an update on the November Human Relations Diversity Board meeting discussions. He also encouraged residents to attend the upcoming Veteran's Day event in Ocoee as well as those events being hosted in neighboring cities.
- **Chris Buonomo**, *Ocoee Resident*, spoke about the tree removal permits for the Wesmere Community, and inquired what the obligation is for the City to renew permits that are expired. **Commissioner Firstner** proposed a ban on blanket tree removal permits not just for the Wesmere Community but for the whole City. He voiced the need for a case by case basis review of permits with justification for approval. **Mayor Johnson** suggested staff and City Officials sit with the Wesmere HOA to discuss the issue with their community.

Development Services Director Rumer addressed Commissioner Firstner's concern on blanket permits, and shared the City can bring forth an ordinance that regulates landscape removal. **City Attorney Geller** informed the City Commission that they can direct staff to come back with an ordinance that will establish a more robust criteria for tree removal. **Commissioner Kennedy** voiced support for a staff agenda item coming before them for discussion on this topic, and shared he receives numerous calls about trees. **Commissioner Hart** also voiced his support on more discussion on this topic to help come up with a solution.

Motion: Move to direct City staff to bring back a proposed ordinance amending tree permits; and further, place a moratorium on the blanket tree removal permits not involving large-scale site plans and large-scale subdivision plans. Moved by Commissioner Firstner, seconded by Commissioner Hart; Motion carried unanimously.

- **Sharon Seiter**, *Ocoee High School PTSA Legislative Chair*, spoke about an upcoming trip to Tallahassee for the Rally in Tally event, and further requested a bus sponsorship from the City to assist with costs for students attending. **Mayor Johnson** shared that each elected official has discretionary funds they can use for request of this nature and he is providing \$500 to go toward the \$1800 that is needed. He further asked if any other Commissioner would like to also match his contribution. **Commissioner Kennedy, Commissioner Firstner, and Commissioner Hart** offered to match the \$500 contribution.

• **CONSENT AGENDA 6:40 PM**

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Items #1-16 with Item #5 being pulled at the request of the Developer.

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

1. Approval of Minutes from the Regular City Commission Meeting held October 17, 2023. **(City Clerk Sibbitt)**
2. Approval of New Appointment to the Human Relations Diversity Board (HRDB). **(City Clerk Sibbitt)**
3. Approval of Reappointments to the Parks and Recreation Board. **(City Clerk Sibbitt)**
4. Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for Ocoee Village Center Offsite. **(Development Engineer Keaton)**
5. Approval of Ocoee Village Center Agreement for Transfer of \$400,000 for the Fire Station and Non-substantial Amendment to the PUD. **(Development Services Director Rumer)**

This item was pulled at the request of the Developer and will be brought back to the December 5th Regular City Commission Meeting.

6. Approval of Identity Theft and Fraud Grant. **(Deputy Police Chief McKinstry)**
7. Approval to Relinquish Police Department Drones to FDLE for Cost Reimbursement. **(Police Chief Plasencia)**
8. Approval of Subgrant for FDOT Highway Traffic Safety Funds. **(Police Chief Plasencia)**
9. Approval of the Seventh Amendment to the Photo Enforcement Services Agreement. **(Police Chief Plasencia)**
10. Approval of Resolution for the Regulation of Roadside Memorials. **(Police Chief Plasencia)**
11. Approval of 2023-2024 Budget Equipment and Vehicle Purchases. **(Public Works Director Krug)**
12. Approval of 2023-2024 Traffic Signal Capital Improvement Projects with Control Specialists. **(Public Works Director Krug)**
13. Authorization for Microsoft Enterprise License Agreement Payment. **(Support Services Director Gaines)**
14. Approval to Piggyback Sourcewell Cooperative Purchasing Contract to Replace the Generator at the Utilities Administration Building. **(Utilities Director Croteau)**
15. Approval to Replace Mechanical Components in Clarifier 3. **(Utilities Director Croteau)**
16. Authorization to Use a Contract for Owner's Representative Services (RFP #23-005) with ZHA Incorporated for Conducting a Review of the Wastewater Operation in Conjunction with the Existing Lease with Forest Lake Golf Course. **(Utilities Director Croteau)**

• **FIRST READING OF ORDINANCE - None**

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 6:41 PM**

17. 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)**

Zoning Manager Whitfield presented a brief overview of the proposed annexation and rezoning of the subject property which is located at 2214 West Road, on the south side of West Road, beginning approximately 50 feet east of Fountains West Boulevard, immediately east of the Duke Energy facility, and which contains approximately 1.51 acres. The property is assigned parcel ID number 06-22-28-0000-00-035. She explained that the applicant is requesting annexation into the City and rezoning from County A-1 (Citrus Rural District) to C-2 (Community Commercial District) to develop an indoor/outdoor restaurant use.

City Attorney Geller read the titles of the ordinances. He recommended to change the title block wording from “REPEALING INCONSISTENT ORDINANCES” to “PREVAILING IN THE EVENT OF ANY INCONSISTENCY”.

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

Commissioner Kennedy inquired about the traffic study and hours of operation of the proposed business. **Zoning Manager Whitfield** addressed his questions.

Motion: Move to adopt Ordinance No. 2023-18, 2214 West Road - The Backyard Annexation; Project No. AX-07-28-06, subject to the attorney's recommended title block change and staff's recommendation; Moved by Commissioner Hart, Seconded by Commissioner Kennedy. Motion carried 5-0.

Motion: Move to adopt Ordinance No. 2023-19, 2214 West Road - The Backyard Rezoning; Project No. RZ-23-07-06, subject to the attorney's recommended title block change and staff's recommendations; Moved by Commissioner Kennedy, Seconded by Commissioner Hart; Motion carried 5-0.

• **PUBLIC HEARING 6:51 PM**

18. 606 Ocoee Apopka Road - Sports Training Facility Large Scale Preliminary Site Plan - LS-2023-007. (**Development Services Director Rumer**)

Development Services Director Rumer presented a brief overview of the subject property which is zoned I-1 (Light Industrial) and has a Light Industrial Future Land Use Map designation. Shared that it is located on the west side of Ocoee Apopka Road, approximately 1,950 feet north of the intersection of Palm Drive and Ocoee Apopka Road. The property address is 606 Ocoee Apopka Road and consists of approximately 5.185 acres of undeveloped land. He provided the future land use designations, zoning classifications, and existing land uses of the surrounding parcels, and explained that the applicant is requesting approval for a Large-Scale Preliminary Site Plan. **Development Services Director Rumer** described the proposed recreational facility size, services to be offered, and access onto the site.

The public hearing was opened.

The following person(s) addressed the City Commission:

- **Chris Adkins**, *Ocoee Resident*, inquired if this project was part of the Montierre Development, and further voiced his concerns on the road improvements needed on Ocoee Apopka Road. **Development Services Director Rumer** addressed his questions related to the road improvements being completed for the Sports Training Facility.
- **Steven Tilden**, *Ocoee Resident*, expressed support of the project and shared that Ocoee Apopka Road is a County maintained road. He inquired if there is City generated revenue from this project, and who would be developing the facility. **Development Services Director Rumer** addressed his questions.

The public hearing was closed.

Motion: Move for Approval of the proposed Large-Scale Preliminary Site Plan for the 606 Ocoee Apopka Road Sports Training Facility (Project # LS-2023-007) per staff's recommendation; Moved by Commissioner Wilsen, Seconded by Commissioner Hart. Motion carried unanimously.

Recess 7:01 PM – 7:04 PM

• **REGULAR AGENDA 7:05 PM**

19. Discussion between the City Commission and the City Attorney regarding the Evaluation of the Qualification of Candidates for Election and the Roles of the City Commission per the City Charter. **(City Manager Frank)**

City Manager Frank explained he was asked to bring this item forward to address some of the questions related to qualification of the office of City Commissioner. The qualifying period is set to start prior to their next Regular City Commission Meeting and clarification needs to be provided to the City Clerk. **Commissioner Kennedy** explained his reasons for bringing this request forward which resulted from previous discussions and the Charter revisions. He shared there is not a process which obligates qualifying concerns to come before the City Commission. **City Attorney Geller** addressed the issues related to the charter amendments that will be before the voters in 2024. He further commented on the question related to C-17 of the Charter and the vacancy of a seat. He opined that section C-17 C., Filling of vacancies. *“...The successor shall serve for the unexpired term of the member who created the vacancy,”* are two separate people; and further, read the definition of successor as defined in Black’s Law Dictionary: *“A person who succeeds to the office, rights, responsibilities, or place of another; one who replaces or follows another”*. He explained the City Commission’s authority under Section C-10 of the Charter which states that, *“The City Commission shall be the judge of the election and qualifications of its member”*. **City Attorney Geller** advised that decisions made by the City Commission under this section “shall be subject to review by the courts”. **Commissioner Kennedy** asked questions related to the residency requirement for candidates, procedures for someone to challenge the qualifications of a candidate, what powers the City Commission has, and how the City Commission would determine ineligibility of a candidate. **City Attorney Geller** addressed his questions. Discussion followed and each member of the City Commission voiced their thoughts.

The following person(s) addressed the City Commission:

- **Vivian Lyte-Johnson**, *Ocoee Resident*, shared her discontent with the U.S. and state political process, and her disagreement with the City Attorney’s interpretation of “successor” in the Charter and as defined in the legal dictionary. She further expressed how she felt the voters should determine the successor.
- **Steven Tilden**, *Ocoee Resident*, commented about the Interim Commissioner and voiced concerns on the interpretations that had been made on the Charter before. He shared that as a voter he would like to be able to select the successor, and cautioned that litigation is a possibility. **City Attorney Geller** disclosed that he had not spoken to any member of the City Commission in making his interpretation. He said his interpretation was solely his own.
- **Chris Adkins**, *Ocoee Resident*, expressed that interpretations are not factual and called attention to the City Manager’s residency in the Charter. He shared his support on the voter’s selecting the current City Commission and opined that they were all successors to their own position. He concluded that this Charter question should have been discussed sooner than this evening. **Mayor Johnson** responded to his comment on the Charter, and explained that citizens will have the opportunity to vote.

- **George Oliver**, *Ocoee Resident*, commented on voter disenfranchisement, and voiced that interpretations in a court of law would have been handled differently than the process being discussed. **Mayor Johnson** commented that the issue this evening is not related to voter disenfranchisement as all citizens will get the opportunity to vote.
- **Brad Lomneck**, *Ocoee Resident*, commented on his attendance at almost every Charter Review Commission meeting which was open to the public so that residents may voice concerns. He advised that he brought the question to the City Attorney during a Charter Review Commission Meeting on whether the former Commissioner George Oliver could succeed himself in this upcoming election. He asked the question again to the City Attorney. **City Attorney Geller** reiterated that his understanding of the language in C-17 of the Charter, "...The successor shall serve for the unexpired term of the member who created the vacancy," is referring to two different people. **Mr. Lomneck** voiced that a process needs to be put in place, and suggested a process for reviewing all candidates after the upcoming qualification period.

Commissioner Wilsen disclosed that she has not been influenced by the City Attorney on this issue as she has not spoken to him outside the public meetings. She further voiced her support on following the Charter. **Commissioner Kennedy** also shared his support on following the Charter, and pointed out that the City was put into this situation due to the resignation of the former Commissioner.

Motion: Move, under C-17 of the Charter, with direction to the City Clerk that former District 4 Commissioner George Oliver is not eligible to qualify as a candidate in the March 2024 election to fill the vacancy he created through his resignation, but will be eligible to qualify to run in March 2025; Moved by Commissioner Kennedy, Seconded by Commissioner Wilsen.

Mayor Johnson briefly commented that he did not bring forth the issue, but that based on his understanding of the Charter, when he resigned to run years ago, his resignation was irrevocable, and explained that they all took an oath to follow the Charter.

Motion carried 4-1 with Commissioner Hart opposing.

• **COMMENTS FROM COMMISSIONERS 8:01 PM**

Commissioner Firstner – Commented on the following:

- 1) Announced the Veteran's Day Ceremony date and time.
- 2) Announced the Family Movie Night Event date and time.

Commissioner Hart – Commented on the following:

- 1) Shared excitement on the work being completed on Clarke Road.
- 2) Expressed his enjoyment at the Halloween event hosted by the City, and announced they had a record crowd.

- 3) Shared that the Ocoee Day of Remembrance Event was a beautiful event with great motivating speakers. The descendants were happy to hear about Unity Park which he feels proves that there is a healing promise in Ocoee.
- 4) Reminded residents to use proper techniques when frying turkey this Thanksgiving Day.
- 5) Noted College Football is amongst us and shared his support for his team.
- 6) Acknowledged his wife and best friend in life and announced they will be married 30 years on November 27th.
- 7) Reminded residents that if they are making home improvements to please check with the City first to confirm a permit is not needed.
- 8) Announced that he will not be running for the District 4 seat this upcoming March 2024 election due to personal reasons but he does plan to run in March 2025. He shared that serving as District 4 Commissioner has been a great honor, and further expressed his personal beliefs on being a public servant.

Commissioner Wilsen – Commented on the following:

- 1) Thanked Commissioner Hart for his inspiring comments.
- 2) Announced she would also like to contribute discretionary funds to Ocoee High School toward their Rally in Tally event as she believes advocacy and legislative issues are very important.
- 3) Announced the Jolly Jamboree date and time, and highlighted some of the fun activities.
- 4) Announced that there are openings on City Advisory Boards and encouraged citizens to consider volunteering.

Commissioner Kennedy – Commented on the following:

- 1) Shared he attended the November HRDB Meeting and felt it was one of the best HRDB meetings. He further shared his support on their vision and announced they appointed a new member this evening to the HRDB who he feels will be a great asset to the board.
- 2) Announced that he also attended the Ocoee Day of Remembrance event and it was great event hosted by Highpoint Church. The Ocoee Youth Council was also in attendance serving food and he wanted to thank them for volunteering their time. He mentioned the scholarship program to the youth council members and requested City staff to get that program in writing for them.
- 3) Announced the Ocoee Police Department Toy Drive event date and time.

Mayor Johnson – Commented on the following:

- 1) Inquired if there was a date for the Christmas lights to go up. **City Manager Frank** addressed his question.
- 2) Announced there is no Regular City Commission Meeting on November 21st and the next scheduled meeting is for December 5th. He inquired if there is a scheduled meeting on December 19th. It was answered in the affirmative. **Consensus of the City Commission was to cancel the December 19th Regular City Commission Meeting.**
- 3) Thanked City Clerk Sibbitt for attending the Ocoee Day of Remembrance Event and serving food at that event, and Commissioner Hart for being part of the event program.

- 4) He briefly commented on the City Manager's residency which was waived by the City Commission when he was hired almost 20 years ago.
- 5) He further commented that sidewalk repairs will begin again soon.
- 6) Wished everyone a Happy Thanksgiving.

• **ADJOURNMENT 8:18 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



Meeting Date: December 5, 2023
Item #: 2

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Robert Frank

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

Background Summary:

Members of the Citizen Advisory Council for Ocoee Fire Department (CACOFD) serve three-year terms. The Resolution creating the Board allows no more than nine (9) members. Currently, the board has nine (9) members.

The term of Member Warren Channell expired in November 2023, and he wishes to be reappointed. In 2023, Member Channell attended two out of four meetings.

Issue:

Should the Honorable Mayor and City Commissioners consider reappointing Member Channell to the CACOFD Board to serve another three-year term ending November 2026?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners consider reappointing Member Channell to the CACOFD Board to serve another three-year term ending November 2026.

Attachments:

1. Board Attendance
2. Board List

Financial Impacts:

None

Type of Item: Consent

CACOFD BOARD ATTENDANCE 2023

Board Meets Quarterly

Board Member	District	Term Expires	February	May	August	November	Attendance Ratio
Warren Channell	4	Nov-23	A	A	P	P	2 of 4

APTD = Appointed

RSND = Resigned

P = Present

A = Absent

CITIZEN ADVISORY COUNCIL FOR OCOEE FIRE DEPARTMENT

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

Member	District	Email	Term Expires
1. Warren Channell	4	warrenchannell@yahoo.com	Nov 2023
2. Glenn Richardson	2	cappouch@aol.com	Nov 2024
3. Wayne Vaughn	2	colvaughn@cfl.rr.com	Nov 2024
4. Tom Legvold	4	legvoldtom@gmail.com	Nov 2025
5. Rick Kepler	2	rkepler@cfl.rr.com	Nov 2025
6. Jim Moyer	4	Jimmoyer1956@gmail.com	Nov 2025
7. Kaitlyn Ochoa	3	Kaioch823@gmail.com	Nov 2026
8. Michael Fletcher	2	None	Nov 2026
9. Jim Washington	2	Jfwjr222@gmail.com	Nov 2026

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

Recording Secretary

Jamie Ferrer

407-554-7157

jferrer@ocoe.org

Back-Up Recording Secretary

Joyce Brown

407-905-3140

jbrown@ocoe.org



Meeting Date: December 5, 2023

Item #: 3

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Approval of Ocoee Youth Council Scholarship Award Program. (City Clerk Sibbitt)

Background Summary:

During the City Commission Budget Workshop and Final Budget Meeting for FY 23-24, Commissioner Kennedy requested the reallocation of \$10,000 budgeted for the Youth Council Contract to go toward scholarships and travel for the Ocoee Youth Council (OYC). At the November 7, 2023, Regular City Commission Meeting, he requested City staff to provide the City Commission with a written Ocoee Youth Council Scholarship Program for their review and approval. Attached is the basic outline of the program and additional criteria may be added as the program grows.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed Ocoee Youth Council Scholarship Award Program?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the proposed Ocoee Youth Council Scholarship Award Program.

Attachments:

1. Ocoee Youth Council Scholarship Award Program

Financial Impacts:

Funds are adequately budgeted in the FY23-24 budget.

Type of Item: Consent

Ocoee Youth Council

Scholarship Award Program

Scholarship Qualification Guidelines

Each student must adhere to the following guidelines:

1. Exhibit a cooperative, respectful and enthusiastic attitude toward Youth Council members, advisors, Commissioners, City Government staff and liaisons.
2. Actively participate in the projects and events sponsored by the OYC. Students must be committed to complete tasks in a timely manner to successfully complete the activities and projects undertaken by the Youth Council (as determined by the Youth Council and OYC Coordinator).
3. **Physically attend and participate in at least 75% of regular and special meetings; conferences; community service; and at least attend one regularly scheduled City of Ocoee Commission Meeting between August and April of each year.**
4. Scholarship awards are only distributed during the student's senior year. Students must participate and meet all requirements in their senior year to be eligible for the scholarship.

Scholarship Award

1. The total amount of scholarship awarded and distributed depends on the amount of money budgeted towards the scholarships each year.
2. Each OYC member may qualify for up to \$0 - \$250 per year of participation on the Youth Council, with the total scholarship amount based on dollars budgeted that year.
3. The accumulated scholarship shall be awarded to a Youth Council member only during their graduating senior year of high school and they still must be a member of the Youth Council.
4. Scholarships shall be awarded following the OYC's final presentation to the Commission.

***Note:** The OYC Coordinator retains the right and responsibility as the final arbitrator of scholarship qualifications. The OYC Coordinator may make determinations contrary to and/or waive one or more of the qualification requirements noted above.*

Ocoee Youth Council
Scholarship Award Program

Scholarship Process

1. A copy of the scholarship guidelines and applicable forms will be provided to incoming OYC members as part of their introductory membership packet each new calendar year.
2. Annually, by the final OYC meeting, the OYC Coordinator shall provide each OYC member with a statement attesting whether the student met the scholarship qualification guidelines for that year.
3. The OYC Coordinator will provide the City Commission with a list of qualified graduating OYC members and the total amount of the scholarship award for each member.
4. Upon approval by the City Commission, staff will submit the necessary paperwork to the Finance Department for preparation of the individual check(s).
5. At the conclusion of the annual report presentation by the Ocoee Youth Council, the checks will be presented by the Mayor and City Commissioners at the second meeting in April or first meeting in May.

OYC Coordinator

Date



Meeting Date: December 5, 2023
Item #: 4

Contact Name: Craig Shadrix
Contact Number: Ext. 6434

Department Director: Craig Shadrix
City Manager: Robert Frank

Subject: Approval of the First Amendment to the Purchase and Sale Agreement between the City of Ocoee and the Chevron Land and Development Company. (Assistant City Manager Shadrix)

Background Summary:

On October 17, 2023, the City Commission authorized the assignment of the Purchase and Sale Agreement between the City of Ocoee and the Chevron Land Development Company, which was approved by the City Commission on May 18, 2023, to Montierre Development PLLC subject to the City Manager and City Attorney's completion of any remaining tasks. In order to address several responsibilities under the Purchase and Sale Agreement, the City entered into a Development Agreement with Montierre Development PLLC on May 18, 2023, which further defines the obligations of Montierre with respect to the terms and conditions of the Purchase and Sale Agreement, amongst which includes the purchase at the expense of Montierre, a liability insurance policy that protects the City and Chevron from any future liabilities arising from the sale. The Purchase and Sale Agreement specifies that the City as purchaser retains its indemnification obligations to Chevron even in the event of an assignment; therefore, the only means necessary for completion of the arrangement was for Montierre to purchase said insurance for the City and assume the City's obligations to Chevron per the requirements of the Development Agreement.

An additional obligation necessary for closing was that the parties enter into a Brownfield Site Rehabilitation Agreement (BSRA) with the Florida Department of Environmental Protection (FDEP). The City Commission also authorized the City Manager and City Attorney to finalize any remaining details necessary for its completion pursuant to the obligations of the Purchase and Sale Agreement as assigned.

During recent discussions with Chevron, it has become apparent to all parties that the review and comment timelines would not be conducive to an expedited timeline for closing. To address this, Chevron submitted to the City a draft First Amendment to the Purchase and Sales Agreement that includes the following:

1. A clarification that the BSRA is no longer required to be executed prior to closing;
2. An addition of language clarifying the type, duration, and the terms of the liability insurance that would be purchased by Montierre Development PLLC for satisfaction of both the terms of the Purchase and Sales Agreement and the Development Agreement. These additions are beneficial to both the City and Chevron, and are further proposed as part of the Development Agreement between the City and Montierre Development PLLC.

Issue:

Should the Honorable Mayor and City Commissioners approve the First Amendment to the Purchase and Sale Agreement between the City of Ocoee and the Chevron Land and Development Company?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the First Amendment to the Purchase and Sale Agreement between the City of Ocoee and the Chevron Land and Development Company

Attachments:

1. First Amendment to PSA (O Chevron)

Financial Impacts:

Type of Item: Consent

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”) is made as of November __, 2023 (the “**Amendment Effective Date**”), by and between CHEVRON LAND AND DEVELOPMENT COMPANY, a Delaware corporation (“**Seller**”), and CITY OF OCOEE, FLORIDA, a Florida municipal corporation (“**Purchaser**”). Seller and Purchaser are collectively sometimes referred to herein as the “**Parties**”.

RECITALS:

A. Seller and Purchaser executed that certain Purchase and Sale Agreement and Joint Escrow Instructions dated on or about June 20, 2023 (the “**Agreement**”), pursuant to the terms and conditions of which Seller agreed to convey and Purchaser agreed to purchase certain real estate located in the City of Ocoee, Orange County, Florida as further described therein (the “**Property**”).

B. Section 4.2 of the Agreement requires Purchaser to secure a Brownfield Site Rehabilitation Agreement (“**BSRA**”) with the Florida Department of Environmental Protection prior to Closing (as defined in the Agreement). Purchaser has advised Seller that it anticipates that it will not be able to secure such BSRA prior to the scheduled date of Closing, and the Parties have agreed that securing the BSRA will no longer be a condition to Closing. In connection therewith, Seller has required that Purchaser list Seller as an additional named insured on the pollution legal liability insurance to be obtained by Purchaser as a condition to Closing.

C. Seller and Purchaser have agreed to modify the provisions of the Agreement such that obtaining the BSRA is no longer a condition to Closing and requiring Purchaser to list Seller as an additional named insured on the pollution legal liability insurance to be obtained by Purchaser as a condition to Closing, subject to the terms and provisions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Capitalized Terms. All capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.

2. Waiver by the Parties. Notwithstanding anything contained in the Agreement to the contrary, with the Parties execution of this Amendment, both Purchaser and Seller waive their right to terminate this Agreement prior to the expiration of the Due Diligence Period, as permitted by Section 3.3 as to Purchaser and Section 3.4 as to Seller. Purchaser’s execution of this Amendment shall be deemed Purchaser’s delivery of the Notice to Proceed referenced in Section 3.3. In addition, notwithstanding anything contained in the Agreement to the contrary, on or before three (3) business days following the full execution of this Amendment, Purchaser shall deposit the Additional Deposit in the amount of US\$25,000.00 with Escrow Agent.

3. Amendment to Agreement. The Agreement is amended as follows:

The following definitions are added to Section 1.1 to the Agreement:

“Approved PLL Policy Form” has the meaning given in Section 4.2(B) of this Agreement.

“PLL Policy” has the meaning given in Section 4.2(B) of this Agreement .

“Renewal Payment Notice” has the meaning given in Section 4.2(C) of this Agreement.

“Renewal Premium Notice” has the meaning given in Section 4.2(C) of this Agreement.

Section 4.2 of the Agreement is deleted in its entirety and in its place is inserted the following:

4.2. Purchaser’s Obligations.

(A) *The Parties hereby acknowledge and agree that during the Due Diligence Period the City designated the Property as a Brownfield Area pursuant to the FBRA. Prior to the Date of Closing, Purchaser will have submitted to the FDEP its application for a Brownfield Site Rehabilitation Agreement (“BSRA”), which application will include Seller. Seller agrees to cooperate with Purchaser in its efforts 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 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> as soon as reasonably possible, with the BSRA not to be effective until Purchaser has acquired title to the Property.*

(B) *On or before Closing, Purchaser shall procure a commercially available Pollution Legal Liability insurance policy or policies (“PLL Policy”), paid for in full, with respect to the Property, to be held in the name of the City, with Purchaser (if different than the City), Seller and such other Persons from the Seller Group as Seller may designate listed as additional named insureds. The PLL Policy will also satisfy each of the requirements set forth below and will be issued in the Approved PLL Policy Form (as defined below). Purchaser shall provide Seller and its insurance representatives with copies of any written quotes it receives from insurance companies for the PLL Policy and allow Seller the opportunity to participate in any calls Purchaser has with any underwriters or similar representatives from such insurance company or companies where the form or substance of the PLL Policy, including endorsements to the Policy, will be discussed. Purchaser shall also promptly provide Seller with copies of any specimen policies and draft endorsements it receives for the PLL Policy and allow Seller or its insurance representatives to comment on them. On or before 30 days prior to Closing, Purchaser shall deliver to Seller the final proposed PLL Policy and endorsements to the PLL Policy for Seller’s review and approval, in Seller’s sole, but good faith discretion. Seller shall have 15 days from its receipt of the final proposed PLL Policy to approve or disapprove the final proposed PLL Policy, which approval or disapproval notice must be in a written notice to Purchaser. If the proposed PLL Policy is disapproved, then the written notice will specify the reason for such disapproval. If Seller fails to either approve or disapprove of the proposed PLL Policy as specified above within said 15-day period and said failure*

*continues for an additional 5 Business Days after notice to Seller from Purchaser of the failure, then the proposed PLL Policy will be deemed approved by Seller. If Seller disapproves of the form of the PLL Policy or any endorsements to the PLL Policy as specified above, then, notwithstanding anything contained in this Agreement to the contrary, the Closing Date shall be extended for a period not to exceed 60 days in order to allow Purchaser and Seller, after acting in good faith, to resolve Seller's issues with respect to the PLL Policy. If, after acting in good faith, Seller fails to approve the PLL Policy within such 60 day extension period, this Agreement will immediately terminate on such 60th day, and neither Party shall have any further obligations to the other under this Agreement except for those obligations which are expressly stated to survive such termination. In such event, the Deposit will be returned to Purchaser. Once Seller approves or is deemed to have approved the proposed PLL Policy and the endorsements to the Policy, together they will be referred to in this Agreement as the **"Approved PLL Policy Form"**. The PLL Policy will be written by an insurer reasonably acceptable to Seller and rated not lower than "A" X or better by A.M. Best & Company or similar rating agency reasonably acceptable to Seller.*

(C) The PLL Policy will be in an amount of at least US\$10,000,000 per incident and in the aggregate, and US\$5,000,000 of that amount will be sublimited exclusively for coverage related in any way to unknown pre-existing conditions on the Property that predate the Closing; provided that Purchaser may elect to obtain limits higher than US\$5,000,000 per incident and US\$10,000,000 in the aggregate for coverage, and will expressly allow renewal by Purchaser (if different than the City) and Seller as if the Purchaser or Seller was the named insured under the Policy. In addition, the PLL Policy may provide for coverage of lands in addition to the Property. The PLL Policy will have a policy term of at least 10 years for unknown pre-existing conditions. Any deductible under the PLL Policy will not exceed US\$250,000 per pollution condition, and during the initial 10-year PLL Policy term Purchaser shall be solely responsible for the payment of any such deductible. The PLL Policy will be non-cancelable, except upon 60 days advance written notice to Seller. However, the PLL Policy will, at a minimum, be in effect for 10 years as provided above. The PLL Policy will expressly provide coverage for: (1) on-site and off-site cleanup coverage for new conditions, (2) on-site and off-site third party bodily injury and property damage claims coverage including diminution of value and natural resource damages liability for new conditions, (3) on-site and off-site cleanup coverage for unknown pre-existing conditions, subject to any exclusions for known conditions, (4) on-site and off-site third party bodily injury and property damage claims coverage including diminution of value and natural resource damages liability for unknown pre-existing conditions and to the maximum extent possible for those related to known pollution conditions, (5) reopener cleanup coverage for any excluded known pollution conditions following final regulatory closure, (6) cleanup and third-party bodily injury and property damage liability including diminution of value and natural resource damages at non-owned disposal sites, and (7) business interruption coverage. Purchaser shall also make commercially reasonable efforts to minimize known pollution condition exclusions.

(D) Subject to the City's (and Purchaser if different than the City) receipt of prior written notice from Seller electing to pay the renewal premium as specified below received at least 120 days prior to the expiration of the term of the original

*PLL Policy, Purchaser shall use commercially reasonable efforts to renew the PLL Policy for a second 10 year term of coverage, on terms and conditions substantially similar to, or at least as protective of Seller, as the original PLL Policy and which are otherwise reasonably acceptable to Seller. At least 60 days prior to the expiration of the term of the original PLL Policy, Purchaser shall provide Seller with the amount of the premium required to be paid to renew the PLL Policy (the “**Renewal Premium Notice**”), if commercially available. Within 30 days after Seller’s receipt of the Renewal Premium Notice, Seller may in its sole discretion notify Purchaser that Seller shall directly pay for the renewal premium (the “**Renewal Payment Notice**”). If Seller provides the Renewal Payment Notice, then Seller shall directly pay for the cost of the renewal premium within 30 days after Seller’s receipt of an invoice for the renewal premium; provided, however, in no event shall Seller be required to pay for any portion of the renewal premium in excess of the amount of the premium set forth in the Renewal Payment Notice. If Seller does not deliver the Renewal Payment Notice within the above-referenced 30 days, Purchaser shall have no obligation under this Agreement to renew the PLL Policy. In the event that Purchaser fails to renew the PLL Policy after Seller has delivered the Renewal Payment Notice, then Seller may (in its sole and absolute discretion) renew the PLL Policy, and Purchaser shall reimburse Seller for any and all actual out-of-pocket costs incurred by Seller to so renew the PLL Policy in addition to the amount of the renewal premium stated in the Renewal Premium Notice (or the actual amount of the renewal premium, if less).*

(E) The provisions of this Section 4.2 will survive Closing.

Section 8.1 (A) of the Agreement is deleted in its entirety and in its place is inserted the following:

(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, submitting the BSRA to the FDEP, and securing the PLL Policy.

Section 8.2 (A) of the Agreement is deleted in its entirety and in its place is inserted the following:

(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, such terms and conditions associated with Purchaser’s obligations to (1) designate the Property as a Brownfield Site pursuant to the FBRA; (2) submit the BSRA to the FDEP; and (3) secure the PLL Policy.

The following is added as Section 10.3 (G) at the end of Section 10.3 of the Agreement:

(G) The PLL Policy.

4. Conflicts. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.

5. Headings. The heading or captions of the paragraphs in this Amendment are for convenience only and do not limit or expand the construction and intent of the contents of the respective paragraph.

6. Binding Effect. This Amendment is binding upon and inures to the benefit of the Parties and their respective heirs, personal representatives, successors and permitted assigns.

7. Counterparts; Electronic Signatures. This Amendment 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.

8. Ratification. The Agreement as amended and modified by this Amendment is ratified and confirmed by the Parties and remains in full force and effect.

[Signatures on following page]

SIGNATURE PAGE TO FIRST AMENDMENT
TO PURCHASE AND SALE AGREEMENT

IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of the date first above written.

PURCHASER:

SELLER:

CITY OF OCOEE

**CHEVRON LAND AND DEVELOPMENT
COMPANY**

By: _____
Rusty Johnson, Mayor

By: _____
Name: _____
Title: _____

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.

FISHBACK DOMINICK, P.A.

By: _____
City Attorney



Meeting Date: December 5, 2023
Item #: 5

Contact Name: Craig Shadrix
Contact Number: Ext. 6434

Department Director: Craig Shadrix
City Manager: Robert Frank

Subject: Approval of the First Amendment to the Development Agreement between the City of Ocoee and Montierre Development PLLC. (Assistant City Manager Shadrix)

Background Summary:

On October 17, 2023, the City Commission authorized the assignment of the Purchase and Sale Agreement between the City of Ocoee and the Chevron Land Development Company, which was approved by the City Commission on May 18, 2023, to Montierre Development PLLC subject to the City Manager and City Attorney's completion of any remaining *de minimis* tasks. Following that approval, on the same date, the City Commission authorized the City Manager and City Attorney to execute any final *de minimis* actions towards the execution of 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 with the assignee, Montierre Development PLLC being designated the responsible party for all rehabilitation work.

As a reminder, 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.

During recent discussions with Chevron, it has become apparent to all parties that the review and comment timelines associated with waiting for full execution of a BSRA would not be conducive to an expedited timeline for closing. To address this, Chevron submitted to the City a draft First Amendment to the Purchase and Sales Agreement that includes the following:

1. A clarification that the BSRA is no longer required to be executed prior to closing. Section 2 of the amendment provides that Montierre Development assumes all the responsibilities for continuing with the execution of, and all associated obligations of the BSRA with FDEP;
2. An addition of language clarifying the type, duration, and the terms of the liability insurance that would be purchased by Montierre Development PLLC for satisfaction of both the terms of the Purchase and Sales

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Phone: (407) 905-3100 • www.occoee.org

Agreement and the Development Agreement. Section 3 (E) of the amendment specifies that the City will be a certificate holder and that Montierre will pay the cost of the policy in full prior to receiving title to the Chevron Property.

3. Additional specific information has been added with regard to Montierre's payment obligations to the City. These requirements highlighted in Section 9 relate to the terms of payment and records retention and documentation required to meet the terms of the City's entitled portions of the proceeds from parking and hotel revenues previously agreed to.

The assignment of the Purchase and Sale Agreement with Chevron Land Development Company only works (for the City) by requiring that Montierre Development PLLC assume all obligations and liabilities assumed by the City in the City's agreement with Chevron. The instrument chosen that memorializes the pass-through of these City obligations is the Development Agreement with Montierre Development PLLC. Due to the importance of the BSRA to both Chevron and the City of Ocoee and the additional indemnification it provides, it is important that the Development Agreement be amended to make those requirements of the City outlined in the First Amendment to the Purchase and Sales Agreement parallel to those in the Development Agreement. Equally as important are the specifics of the environmental indemnification insurance that have been added, as well as the financial requirements. Therefore, it is recommended that the City Commission approve the amendment incorporating the BSRA as a requirement and adding the additional liability insurance requirements for protection of the City within its commitment responsibilities per the Purchase and Sale Agreement.

Issue:

Should the Honorable Mayor and City Commissioners approve the First Amendment to the Development Agreement between the City of Ocoee and Montierre Development PLLC?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the First Amendment to the Development Agreement between the City of Ocoee and Montierre Development PLLC.

Attachments:

1. First Amendment to Development Agreement (O Montierre)

Financial Impacts:

The agreement sets forth financial obligations of Montierre Development PLLC to the City of Ocoee.

Type of Item: Consent

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Amendment**”) is made as of November __, 2023 (the “**Amendment Effective Date**”), 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, FLORIDA**, a Florida municipal corporation, whose mailing address is 1 North Bluford Ave., Ocoee, Florida 34761, Attention: City Manager (“**City**”). Montierre and the City are collectively sometimes referred to herein as the “**Parties**”.

RECITALS:

A. The Parties executed that certain Development Agreement dated on or about May 18, 2023 (the “**Development Agreement**”), relating to the development of the Project (as defined in the Agreement).

B. The Parties have agreed to modify the provisions of the Development Agreement on the terms and provisions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Capitalized Terms**. All capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to them in the Development Agreement.

2. **BSRA**. The Parties hereby acknowledge and agree that the City designated the Property as a Brownfield Area. As soon as reasonably practical following the Amendment Effective Date, Montierre, at Montierre’s sole cost and expense, will submit to the Florida Department of Environmental Protection (“**FDEP**”) the application for a Brownfield Site Rehabilitation Agreement (“**BSRA**”), which application will include Chevron. City agrees to cooperate with Montierre in its efforts to obtain FDEP’s agreement on the terms and conditions of a BSRA. The Parties agree to use their good faith efforts to obtain FDEP’s 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> as soon as reasonably possible, with the BSRA not to be effective until Montierre has acquired title to the Chevron Property. The City assigns, and Montierre accepts, all compliance, monitoring, mitigation, and all other obligations of the City under the BSRA. Once obtained, Montierre shall be responsible for performing all such obligations under the BSRA at Montierre’s sole cost and expense. Notwithstanding such assignment, the City shall retain all liability protection provided under Florida Statutes § 376.82(2)

3. **Environmental Insurance**. Montierre and the City acknowledge and agree that, on or about the Amendment Effective Date, the City and Chevron have entered into that certain

First Amendment to Purchase and Sale Agreement (the “**Chevron Contract Amendment**”) amending the Purchase and Sale Agreement executed on or about June 20, 2023 (the “**Chevron Contract**”). Prior to execution of the Chevron Contract Amendment, Montierre had the opportunity to review, approve and participate in the negotiation of the Chevron Contract Amendment and Montierre hereby accepts the terms of the Chevron Contract Amendment. The Chevron Contract Amendment, among other things, provides greater specificity with respect to the requirements relating to the Environmental Insurance (defined in the Chevron Contract Amendment as the “**PLL Policy**”). The Parties desire to adopt and include the requirements in the Chevron Contract relating to the PLL Policy to the Development Agreement and such requirements are hereby adopted and included as part of Section 5(E) of the Development Agreement as if the same were specifically included in this Amendment. In accordance therewith, Section 5(E) of the Development Agreement is deleted in its entirety and in its place is inserted the following (defined terms herein not otherwise defined in the Development Agreement or this Amendment shall have the meanings ascribed to such terms in the Chevron Contract, including the Chevron Contract Amendment):

“(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 the PLL Policy relating to the Property, all in accordance with the requirements relating to the PLL Policy as set forth in the Chevron Contract Amendment. Notwithstanding anything to the contrary contained in the Chevron Contract, Montierre agrees that the PLL Policy will be held in the name of the City as insurance certificate holder and Montierre shall pay all premiums and costs and expenses relating to the PLL Policy on or prior to Montierre acquiring title to the Chevron Property. While Montierre is principally responsible for all costs and expenses relating to the PLL Policy, the City may pay such amounts as necessary to keep such PLL Policy effective and Montierre shall be responsible for any costs expended by the City plus interest at twelve percent (12%) until paid.”

4. **Assignment Agreement**. The Parties acknowledge and agree that the Development Agreement contemplated the City assigning the Chevron Contract to Montierre prior to the expiration of the Inspection Period under the Chevron Contract. Notwithstanding anything to the contrary contained in the Development Agreement or in the Chevron Contract, the City shall assign the Chevron Contract to Montierre as soon as practicable by executing the assignment agreement attached hereto as **Exhibit “1-A”** (“**Assignment Agreement**”). The Parties acknowledge and agree that the Assignment Agreement constitutes the assignment document referenced in Section 4(F) of the Development Agreement.

5. **Notice to Proceed**. The Parties acknowledge and agree that the execution of the Chevron Contract Amendment serves as the purchaser’s notice to proceed beyond the Inspection Period under the Chevron Contract.

6. **Deposit.** The Parties acknowledge and agree that City previously made the Initial Deposit under the Chevron Contract in the amount of \$100,000.00. City will make the Additional Deposit in the amount of \$25,000.00 when required pursuant to the Chevron Contract Amendment. Notwithstanding anything to the contrary contained in the Development Agreement or in the Chevron Contract, on or before the date that the Parties execute the Assignment Agreement, Montierre shall reimburse City \$125,000.00 for the total amount of the Deposit.

7. **Fair Market Value.** The Parties acknowledge and agree that for purposes of calculating documentary stamp taxes and any title insurance policy obtained by Montierre at the time the City conveys the Property to Montierre, both expenses being the obligation of Montierre, the value of the Property being conveyed from the City to Montierre shall be \$8,000,000.00. The Parties acknowledge and agree that such sum represents a fair market value for the Property at the time of conveyance.

8. **Separate Agreement Regarding City Property.** Section 6 of the Development Agreement contemplated the Parties entering into a separate agreement with respect to the conveyance of the City Property. The Parties hereby acknowledge and agree that such separate agreement is not necessary. Notwithstanding the foregoing, at the time of and in connection with the conveyance of the City Property, the Parties shall execute such standard closing documents as may be reasonably required in connection with the conveyance of the City Property to Montierre.

9. **Payment Obligation Documents.** Section 7 of the Development Agreement contemplated the Parties agreeing to the Payment Obligation Documents prior to the conveyance of the City Property to Montierre. The Payment Obligation Documents are intended to provide specificity with respect to the security for receipt of the amounts owed from Montierre to the City, the payment procedures and auditing procedures with respect to such amounts. With respect to security for the amounts owed, the Parties hereby agree that an executed version of the memorandum of contract in the form attached hereto as **Exhibit "1-B"** shall be recorded immediately following the recording of the Special Warranty Deed conveying the City Property to Montierre (the "**Memorandum of Development Agreement**"). The Memorandum of Development Agreement is intended to put third parties on notice of the existence of the Development Agreement and the obligations contained therein and shall constitute an encumbrance on the City Property. Any sale, conveyance or lease of the City Property shall be subject to the terms of the Development Agreement, including, but not limited to, the payment obligations contained in the Development Agreement including the minimum guaranteed payments. Further, the Parties agree that the payment procedures and auditing procedures with respect to the amounts owned from Montierre to the City shall include:

(a) **Payment Procedures.** Montierre, its successors, assigns, and tenants providing lodging and parking garage facilities, shall arrange an acceptable funds transfer method with the City's Finance Department to make payments to the City no later than the 15th day of each month to cover payments owed to the City from the prior month, pursuant to Section 7 of the Development Agreement.

(b) **Auditing Procedures.**

(i) Montierre, its successors, assigns, and tenants providing lodging and parking garage facilities, shall maintain and keep for a period of no less than five (5) years from any given point in time a complete record of gross receipts from all rooms or other lodging leased or rented, as well as all motor vehicles parked in all parking garages, together with such other financial records and papers as may be required by the City's budget director or auditor. All such records shall be open for examination at reasonable hours at the place of each business providing lodging and/or parking and shall be provided to the City or its designated vendor for copying. All such records shall also be provided electronically to the City within five (5) business days upon written request.

10. **Impact Fee Agreement.** Notwithstanding anything to the contrary contained in the Development Agreement, the Parties hereto agree that the impact fee agreement referenced in Section 9 of the Development Agreement shall be agreed to at the time the large scale site plan is approved with respect to the development of the City Property.

11. **Use Rights of Ballfields.** Notwithstanding anything to the contrary contained in the Development Agreement, the Parties hereto agree that the use rights relating to the ballfields referenced in Section 10 of the Development Agreement shall be agreed to at the time the large scale site plan is approved with respect to the development of the City Property.

12. **Conflicts.** In the event of any conflict between the terms of this Amendment and the Development Agreement, the terms of this Amendment shall prevail.

13. **Headings.** The heading or captions of the paragraphs in this Amendment are for convenience only and do not limit or expand the construction and intent of the contents of the respective paragraph.

14. **Binding Effect.** This Amendment is binding upon and inures to the benefit of the Parties and their respective heirs, personal representatives, successors and permitted assigns.

15. **Counterparts; Electronic Signatures.** This Amendment 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.

16. **Ratification.** The Development Agreement as amended and modified by this Amendment is ratified and confirmed by the Parties and remains in full force and effect.

[Signatures on following page]

SIGNATURE PAGE TO FIRST AMENDMENT
TO DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

Signed, sealed and delivered
in the presence of:

MONTIERRE:

MONTIERRE DEVELOPMENT, PLLC, a
Florida professional limited liability company

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

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

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

Signature of Notary

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:

CITY:

CITY OF OCOEE, FLORIDA

Print Name: _____

By: _____
Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

Print Name _____

(SEAL)

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

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

FISHBACK DOMINICK

By: _____
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 ____ day of _____, 2023.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _

Exhibit “1-A”
(Assignment Agreement Form)

ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT (the “**Assignment**”) is made as of _____, 2023 (the “**Assignment Effective Date**”), 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, FLORIDA**, a Florida municipal corporation, whose mailing address is 1 North Bluford Ave., Ocoee, Florida 34761, Attention: City Manager (“**City**”). Montierre and the City are collectively sometimes referred to herein as the “**Parties**”.

RECITALS:

WHEREAS, the City, as the “Purchaser” and Chevron Land and Development Company (“**Seller**”) entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions with an Effective Date of June 20, 2003 as amended by that certain First Amendment to Purchase and Sale Agreement and Joint Instructions with an Amendment Effective Date of November __, 2023 (collectively, the “**Purchase Agreement**”).

WHEREAS, City desires to assign its rights and obligations as the “Purchaser” under the Purchase Agreement to Montierre, and Montierre desires to accept and assume such rights and obligations as the “Purchaser” under the Purchase Agreement effective as of the date hereof.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the City hereby assigns, conveys and delivers unto Montierre all of the City’s right, title, interest and obligations, including rights in and to the Deposit provided that in connection with this Assignment Montierre has reimbursed City for such Deposit, as the Purchaser under, in and to the Purchase Agreement and Montierre hereby assumes and accepts all of the City’s right, title, interest and obligations as the Purchaser under, in and to the Purchase Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the City and Montierre have caused this Assignment to be executed as of the date first written above.

Signed, sealed and delivered
in the presence of:

MONTIERRE:

MONTIERRE DEVELOPMENT, PLLC, a
Florida professional limited liability company

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

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

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

Signature of Notary

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:

CITY:

CITY OF OCOEE, FLORIDA

Print Name: _____

By: _____
Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

Print Name _____

(SEAL)

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

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

FISHBACK DOMINICK

By: _____
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 ____ day of _____, 2023.

Signature of Notary

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

Exhibit “1-B”
(Memorandum of Development Agreement Form)

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING SHOULD BE
RETURNED TO:**

SCOTT A. COOKSON, ESQ.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801
407-581-9800

MEMORANDUM OF DEVELOPMENT AGREEMENT

BY THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (“Memorandum”), entered into as of the ___ day of _____, 202_, 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, FLORIDA**, a Florida municipal corporation, whose mailing address is 1 North Bluford Ave., Ocoee, Florida 34761, Attention: City Manager (“**City**”), declare and agree as follows:

A. Of even date herewith the City conveyed to Montierre certain real property located in the City of Ocoee, Orange County, State of Florida, more particularly described on **Exhibit “A”** attached hereto (the “**Property**”).

B. Further, the City and Montierre are parties to that certain Development Agreement dated on or about May 18, 2023 (as amended, the “**Development Agreement**”), relating to the development of the Property.

D. The Development Agreement addresses, among other things, the intended use and development of the Property and certain payment obligations due from Montierre, its successors, assigns, and tenants to the City as consideration for the conveyance of the Property to Montierre.

E. The Development Agreement constitutes covenants running with the Property and is binding upon the successors in title thereto. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

F. All of the other terms, conditions and agreement contained within the Agreement are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change any of the terms of the Agreement.

G. A complete copy of the Development Agreement, including any amendments thereto, may be obtained from the City upon request pursuant to Section 119, Florida Statutes.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the City and Montierre have caused this Assignment to be executed as of the date first written above.

Signed, sealed and delivered
in the presence of:

MONTIERRE:

MONTIERRE DEVELOPMENT, PLLC, a
Florida professional limited liability company

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

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

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

Signature of Notary

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:

CITY:

CITY OF OCOEE, FLORIDA

Print Name: _____

Print Name _____

By: _____

Rusty Johnson, Mayor

Attest: _____

Melanie Sibbitt, City Clerk

(SEAL)

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

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

FISHBACK DOMINICK

By: _____

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 ____ day of _____, 2023.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _

Exhibit “A” to Memorandum of Development Agreement

[Insert legal description to the Property]

S:\AKA\CLIENTS\Ocoee, City of\Montierre Development, PLLC\Development Agreement\First Amendment to Development Agreement (RSG REDLINES) - 11 14 23.docx



Meeting Date: December 5, 2023
Item #: 6

Contact Name: Robert Frank
Contact Number: Ext. 6434

Department Director: Robert Frank
City Manager: Robert Frank

Subject: Approval of Vacant Land Purchase of Property Located at 1 Taylor Street. (City Manager Frank)

Background Summary:

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

When the property owner missed the deadline to file his Initial Brief, City attorney Solik filed a Motion to Dismiss for failure to file the brief. Before the Court ruled on the Motion to Dismiss the pro se, the property owner retained counsel who filed a Motion for Extension of Time to file the initial brief. The Court ruled on both motions on July 11, denying the City's motion and giving the property owner until August 1, 2023, to file their brief. On July 20, 2023, the property owner filed a Notice of Voluntary Dismissal. The Court has now filed an Order finally dismissing the case. The property, however, remains in a state of non-compliance. On August 17, 2023, at a duly noticed hearing, the Special Master authorized the City Attorney to file lien foreclosure proceedings. On September 19, 2023 the City Commission approved proceeding with foreclosure, which required a recording of a certified copy of the lien and a subsequent statutory waiting period prior to filing with the court. The earliest date the City can file for foreclosure with the court is January 26, 2024.

The City was recently approached by a representative of the property owner (Marbais) indicating their willingness to sell the property to the City and bring the property into compliance, provided that the foreclosure action be dropped and the fine/lien be released. As of the date of this Commission meeting, the payoff amount of the fines accrued is \$113,308.37. Additionally, the property owner still owes a private mortgage of \$81,666.22. The City has obtained an appraisal of the property from PV&C Inc. (attached) that values the property at \$100,000. The City has received the attached real estate contract for sale to the City for \$159,000 with the conditions in place that the current owner (Marbais) would then be required to pay \$10,000 to the City towards the City's legal expenses incurred due to this case, as well as closing being contingent upon City staff certifying that the property is cleared of all belongings of the seller and in full compliance.

Issue:

Should the Honorable Mayor and City Commissioners approve the purchase of the vacant land located at 1 Taylor Street?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the purchase of the vacant land located at 1 Taylor Street, subject to the conditions of the contract and any additional conditions imposed by the Mayor and City Commission, and authorize the City Manager to execute the necessary funding actions.

Attachments:

1. 1 Taylor Lien - December 05 2023
2. 1 Taylor St_Marbais Contract (002)
3. A23-36 1 Taylor Street for City of Ocoee.Sub.1

Financial Impacts:

The contract purchase price is \$159,000. The seller is required to pay the City \$10,000 towards attorney's fees relating to the case. Adequate funding is available in the downtown bond balance.

Type of Item: Consent



City of Ocoee Interest In Real Property

Internal Municipality Use Only
Not Valid for Commercial Title Search

This document serves as constructive notice of the
City of Ocoee's interest in the real property identified below.

PCN	182228000000049
Property Address	1 TAYLOR ST

Search performed by jmieras@ocoe.org of **City of Ocoee** on Dec 1, 2023 at 06:40:23 A.M. PST

Tracking Number: 2300024

Access PIN: 16690

This report includes all outstanding utility bills, unpaid nuisance abatement costs, existing code enforcement violations, and all known building permits issued for the subject property.

Each item is listed in a separate table, sometimes with explanatory language. If a section is not shown, then there are no records of that type.

The City of Ocoee has made every reasonable effort to keep the information contained in this report accurate and up to date. You should contact the City Clerk at 407-905-3105 or use the Conduits Messaging system, if you feel that there may be errors or omissions for a particular address or parcel.

There may be non-city records outside the scope of this service.

Although many people search the city's records for liens, outstanding debts, and other issues associated with real property, there may be other types of liens and encumbrances unknown to the city or not listed here. Vendors, contractors, and other units of government may also file separate liens against real property; searches for these records must be conducted through the Orange County Comptroller, Official Records.

Code Violations with Fines

(LIEN 1-2 of 2)

Case No.	Fines Began	Fines Ended	Violation Continues	Fine Amount	Fine Type	Admin Fees	Total Owed
2022-00083	07/16/2022	NA	YES	\$200.00	DAILY	\$55.62	\$101,455.62
2023-01028	10/07/2023	NA	YES	\$200.00	DAILY	\$52.75	\$11,852.75
TOTAL							\$113,308.37

Payoff Date: 12/05/2023

The above table presents active code enforcement cases for the subject property. The code enforcement program uses a quasi-judicial process described in Chapter 7, Ocoee City Code, that levies fines for violations of city code in order to encourage the owner to bring the property into compliance. A property will be listed as soon as a violation is observed and the owner is notified of the problem. Those cases where no fine amount is shown are still undergoing the adjudication process. During this period, we try to work with the property owner to rectify the situation and resort to fines only as a last resort. Those cases listed with a fine were judicially found to be in violation of city code. If the code violation is continuing as of the date of this report (Violations Continue column says YES), then the property will need to be brought into compliance before the fine can be paid and the lien, if any, may be released. The responsibility to correct the violation and pay the accrued fine, if any, rests with the property owner. Selling the property merely passes the responsibility to the buyer; it does not extinguish the obligation to correct the problem and/or pay the accrued fine.



City of Ocoee Interest In Real Property

Building Permit Record

(PERMIT 1-4 of 5)

Permit Number	Permit Type	Permit Date	Status	Closed Date	Occupancy Date
200001480	FENCE	05/29/1998	Completed	06/04/1998	None
200003470	ELECTRICAL	07/06/1999	Completed	08/19/1999	None
200402486	ELECTRICAL	12/20/2004	Completed	01/03/2005	None
200402487	ELECTRICAL	12/20/2004	Completed	12/21/2004	None

Building Permit Record (SAGE)

(PERMIT 5 of 5)

Permit Number	Permit Type	Permit Date	Status	Closed Date	Occupancy Date
2180-2023	Commercial / Shed / Barn / Pre-Built / Assembled on Site	07/25/2023	Rejected	None	None





Vacant Land Contract

- 1* 1. **Sale and Purchase ("Contract"):** Steve Marbais Leslie Marbais
2* ("Seller") and City of Ocoee
3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:
5* Address: 1 Taylor St Ocoee FL 34761
6* Legal Description:
7 **BEG NE COR OF SW1/4 OF SE1/4 RUN W 205 FT TO ROAD SELY ALONG ROAD TO POINTS S**
8 **OFBEG N TO POB IN SEC**
9
10
11* SEC ___/TWP /___/ RNG ___ of Florida County, Florida. Real Property ID No.: 18-22-28-0000-00-049
12* including all improvements existing on the Property and the following additional property: _____
13 Vacant Parcel
14* 2. **Purchase Price:** (U.S. currency) \$ 159,000.00
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16* Escrow Agent's Name: Fishback Dominick
17* Escrow Agent's Contact Person: Cindy Curtis
18* Escrow Agent's Address: 1947 Lee Road Winter Park 32789
19* Escrow Agent's Phone: 407-262-8400
20* Escrow Agent's Email: ccurtis@fishbacklaw.com
21 (a) Initial deposit (\$0 if left blank) (**Check if applicable**)
22* ☐ accompanies offer
23* ☒ will be delivered to Escrow Agent within _____ days (3 days if left blank)
24* after Effective Date \$ 0.00
25 (b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
26* ☐ within _____ days (10 days if left blank) after Effective Date
27* ☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
28* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
29* (d) Other: \$ _____
30 (e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations)
31* to be paid at closing by wire transfer or other Collected funds \$ 159,000.00
32* (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
33* unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
35 calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in
36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
37* calculation: _____
38 3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy
39* delivered to all parties on or before 12/8/2023, this offer will be withdrawn and **Buyer's** deposit, if
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
41 delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer**
42 **has signed or initialed and delivered this offer or the final counter-offer.**
43* 4. **Closing Date:** This transaction will close on 1/15/2024 ("Closing Date"), unless specifically
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property
48 insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and
50 other items.
51 5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

- (a) ☒ **Buyer** will pay cash for the Property with no financing contingency.
- (b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

N/A

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

- 7. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

- 8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

- (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

- (Check one) ☐ **Seller's** ☒ **Buyer's** expense and
(Check one) ☒ within 10 days after Effective Date ☐ at least _____ days before Closing Date,
(Check one)

- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 10 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 25 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☐ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: Real Estate Broker Commission to Valiant Realty Group

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☒ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Lou Forges BK3068965
Seller's Sales Associate/License No.

N/A
Buyer's Sales Associate/License No.

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lou@valiantrealtygrp.com
Seller's Sales Associate Email Address

407-592-7710 407-592-7710
Seller's Sales Associate Phone Number

VALIANT REALTY GROUP LLC
Listing Brokerage

112 S Bluford Ave Ocoee FL 34761
Listing Brokerage Address

Buyer's Sales Associate Email Address

Buyer's Sales Associate Phone Number

Buyer's Brokerage

Buyer's Brokerage Address

340
341
342*
343*
344*

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):
☐ A. Back-up Contract
☐ B. Kick Out Clause
☒ C. Other Buyer provided supplemental sales contract addendum

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23. Additional Terms:
Seller to pay \$10,000.00 toward the City of Ocoee attorney fees for case numbers: 2022-00083 and 2023-01028.

Closing will be contingent upon the property being completely cleared and in compliance with all violations as inspected by City staff.

361

COUNTER-OFFER/REJECTION

362*
363
364*

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

365
366

[The remainder of this page is intentionally left blank.
This Contract continues with Line 367 on Page 8 of 8.]

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367 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**
 368 **signing.**

369 **ATTENTION: SELLER AND BUYER**

370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
 371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
 372 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
 373 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
 374 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**
 375 **in violation of the Act.**

376 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
 377 Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

378

379* **Buyer:** _____ Date: _____

380* Print name: City of Ocoee

381* **Buyer:** _____ Date: _____

382* Print name: _____

383 **Buyer's** address for purpose of notice:

384* Address: _____

385* Phone: _____ Fax: _____ Email: _____

386* **Seller:** STEVE MARBAIS Date: 11/30/2023

387* Print name: STEVE MARBAIS

388* **Seller:** Leslie Marbais Date: 11/30/2023

389* Print name: Leslie Marbais

390 **Seller's** address for purpose of notice:

391* Address: 716 E Lakeshore Drive Ocoee FL 34761

392* Phone: 407-466-7838 Fax: _____ Email: stevemarbais@gmail.com

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1 Taylor Street

1 Taylor Street, Ocoee, FL 34761



Effective Date

November 30, 2023

Date of the Report

November 30, 2023

Report Type

Appraisal Report

Prepared For

Mr. Michael Rumer
Development Services Director
City of Ocoee

Client File Number

PO #1429208

Internal File Number

A23-36

PREPARED BY:



Transmittal Letter



204 S. Dillard Street
Winter Garden, FL 34787

P: 407-877-0200

November 30, 2023

Mr. Michael Rumer
Development Services Director
City of Ocoee
1 N. Bluford Avenue
Ocoee, FL 34761

RE: Appraisal Report for the property located at 1 Taylor Street, Ocoee, FL 34761

Dear Mr. Rumer:

At your request, we have completed the research and analysis necessary in preparing a restricted appraisal report, based on the definition and in compliance with the minimum standards of the Uniform Standards of Professional Appraisal Practice (USPAP) and Title XI of FIRREA, for the above captioned property.

The subject property is located on the east side of Taylor Street, north of West Mckey Street and south of West Oakland Avenue within the City of Ocoee in west Orange County. The subject site is triangular in shape and contains 9,135 gross/net upland square feet. The site is cleared and level, improved with perimeter fencing and all utilities are available to the property. No adverse easements, encroachments or restrictions are known. Taylor Street is a two-lane, asphalt-paved public right-of-way improved with street lighting in the area of the subject. The site is approximately two blocks west of city government and administration buildings.

The neighborhood boundaries can be defined as Silver Star Road to the north, State/Toll Road 429 to the west, West Colonial Drive/State Road 50 to the south, and Clarke Road to the east. The subject neighborhood consists primarily of single-family residential, municipal, industrial and commercial uses. Commercial uses in the immediate area of the subject include heavy commercial and light industrial uses to the north along Taylor Street. The City of Ocoee municipal campus is located east of the subject along Bluford Avenue and include a recently completed City Hall facility. Ocoee Middle School and Ocoee Elementary School are located approximately 0.5 miles southeast of the subject. Other commercial uses in the neighborhood are located along County Road 438, Maguire Road, and State Road 50. The City of Ocoee is currently developing a downtown master stormwater pond and park just northeast of the subject. The five-acre park will serve as the master stormwater retention area for the city's downtown core area (which encompasses the subject property).

The subject property is zoned I-1 (Restricted Manufacturing and Warehousing) with a Heavy Industrial Future Land Use by the City of Ocoee. According to the City of Ocoee, the I-1 district is intended primarily for manufacturing and assembly plants and warehousing that are conducted so the noise, odor, dust and glare of each operation is completely confined within an enclosed building. These industries may require direct access to rail, air or street transportation facilities; however, the size and volume of the raw materials and finished products involved should not produce the volume of freight generated by the uses of the general industrial districts. Buildings in this district should be architecturally attractive and surrounded by landscaped yards. This district is primarily intended for areas shown on the Future Land Use Map as "Light Industrial". The subject property is located in the City of Ocoee's Downtown Redevelopment Area Overlay district, which provides flexibility to the land development codes and regulations. Within the Downtown Redevelopment overlay district, mixed-use developments are promoted and density/intensity allowances may be offered to developers.

The 2023 certified just/market and assessed value for the subject parcel is \$91,359 with ad-valorem taxes of \$1,494.61 and non-ad valorem assessment of \$120.00 for storm-drainage, for a total tax liability of \$1,614.61 for 2023. The 2022 assessed value for tax purposes was \$28,940, and the tax bill for the parcel totaled \$602.97 (the significant increase in the tax assessment from 2022 to 2023 was due to a transfer of the property in early 2022). The 2023 taxes have not yet been paid but are not yet delinquent, there are no prior years' taxes delinquent for the property. The market value for tax purposes appears reasonable when compared with the appraised value.

The subject property is currently under the ownership of Steve Marbais and Leslie Marbais. The current owners acquired the subject in January 2022 for a recorded sale price of \$100,000, or \$10.95/SF (Orange County Instrument #20220072641), it does not appear that the subject was advertised on the open market. The January 2022 transfer was financed by the Grantor (Jimmy F. Sills); the seller financed \$90,000 (90% of the purchase price) at a 4% interest rate for a 15-year term. Additionally, the property is currently listed for sale. The subject was listed on November 8, 2023 at an asking price of \$250,000 (\$27.37/SF) by Lou Forges of Valiant Realty Group (MLS #O6155657). The subject is not known to be under contract for purchase at the time of this appraisal assignment. The prior sale of the subject was not included in the sales comparison analysis, as the property did not appear to have been openly marketed, coupled with the non-market seller financing. The current listing of the subject was considered but ultimately not analyzed in the sales comparison approach as the asking price reflects an extreme outlier when compared with sales/listings of similar properties. There have been no additional transfers of the subject in the past three years.

In our opinion, the highest and best use of the property as vacant is for commercial use as permitted under the current zoning/FLU and zoning overlay designations.

The purpose of this appraisal is to estimate the "as is" market value of the fee simple estate in the subject property, as of November 30, 2023. The intended use of this appraisal is for decision-making purposes related to a possible acquisition of the subject by the City of Ocoee, who is the intended user of this appraisal. This investigation involved inspecting the subject property, collecting and analyzing data pertinent to the subject property and its market and location, as well as collecting and analyzing comparable market data under market conditions prevailing November 30, 2023.

In preparing this appraisal, the appraiser inspected the subject property (on November 30, 2023); gathered information from the subject's neighborhood and market area on comparable vacant land sales/listings (in accordance with the subject's highest and best use) and confirmed the sale/listing information with at least one representative of the transaction and analyzed the information gathered in applying only the sales comparison approach.

The cost and income approaches were considered but not applied, as the subject consists of vacant land with little to no development costs expended to date; therefore, the cost approach was eliminated as a valid approach to value for this assignment. Since vacant land is seldom leased in the market area, we did not apply the income capitalization approach.

Based on the availability of comparable data of similar vacant land recently sold and-or currently listed on the open market, the sales comparison approach was the only applicable approach to value for the subject property in its "as is" condition. The sales comparison approach measures the actions of buyers and sellers in the current marketplace through the analysis of recent sale transactions and listings that are considered similar to the property being appraised. This approach was used by comparing the subject with comparable vacant commercial land sales and current listings.

In reporting the opinion of value, an appraisal has been performed, as defined by the Uniform Standards of Professional Appraisal Practice. As we discussed and agreed initially, a restricted appraisal report has been prepared. However, for your convenience, the Comparable Land Sales Adjustment Grid is attached on a following page.

In determining the value for the subject property we analyzed three vacant land sales and an active listing in the subject's market area occurring between July 2021 and April 2023, with the listing current as of the date of value. Sales prices ranged from \$9.05/SF to \$17.09/SF. After applying transactional and physical adjustments to the comparable sales the value indications ranged from \$9.03/SF to \$17.09/SF averaging \$11.20/SF. Land Sales 1 and 2 received primary weight of 30% each due to their proximity to the subject with supporting weight of 20% each placed on Land Sale 3 and Active Listing 4. This weighting results in a value indication of \$10.82/SF or \$98,841, **rounded to \$100,000**.

As a result of our field investigation and valuation analysis, which is contained within our files, it is our opinion that the market value of the fee simple estate in the subject property, "as is" as of November 30, 2023 is **\$100,000** (rounded), or \$10.95 per square foot of net usable/upland area (rounded).

The marketing and exposure period for the subject property is estimated to be 12 months or less.

Reliance on this restricted appraisal report is limited to the client and the report may not be understood properly without additional information in our work files. We trust this information will assist you. It was a pleasure to provide appraisal services for you.

Value Conclusions

Description	Perspective	Type of Value	Premise	Property Interest	Effective Date	Indicated Value
1 Taylor Street	Current	Market Value	As Is	Fee Simple	11/30/2023	\$100,000

Sincerely,
Property Valuation & Consulting, Inc.



Blair Beasley
State-Certified General Real Estate Appraiser, FL No. RZ3871
blair@propertyvalue.com

Site Description

Location

MSA	Orlando
Market Type	Large
Submarket Type	Suburban
Legal Description	BEG NE COR OF SW1/4 OF SE1/4 RUN W 205 FT TO ROAD SELY ALONG ROAD TO POINTS S OF BEG N TO POB IN SEC 18-22-28
Location Classification	Good
Parcel Identifier	18-22-28-0000-00-049
Location of Parcel	Mid-Block

Size

SF / Acres	9,135 / 0.21
Usable Land Acres	0.21
Usable Land Square Feet	9,135

Access

Traffic Count	3,200
Traffic Counter Description	FDOT 2022
Primary Frontage Feet	180
Primary Frontage Type	Local
Frontage Description	Two-lane, asphalt-paved road
Access Classification	Average
Access Description	No barriers to access

Encumbrances

Flood Zone	Zone X
Flood Map Number	12095C0210H
Flood Map Effective Date	09/24/2021
Flood Plain Description	The subject property is situated in Zone X, an area of minimal flood hazard.
Environmental Description	No known environmental issues
Encumbrances Easements Description	No adverse easements, encumbrances or restrictions noted (typical utility easements are assumed) - a survey has not been provided

Site Characteristics

Shape	Triangular
Topography	Basically Level
Grade	At Grade
Land Cover	Cleared
View / Appeal	Average
Available Utilities	Electricity, Sewer, Telephone, and Water
Site Utility	Average

Subject Photos



Aerial/Tax Map



Looking south along Taylor Street from near the northwest corner of the site (subject on left)



Looking north along Taylor Street from near the southern corner of the site (subject on right)



Looking northwest from near the southern boundary of the site

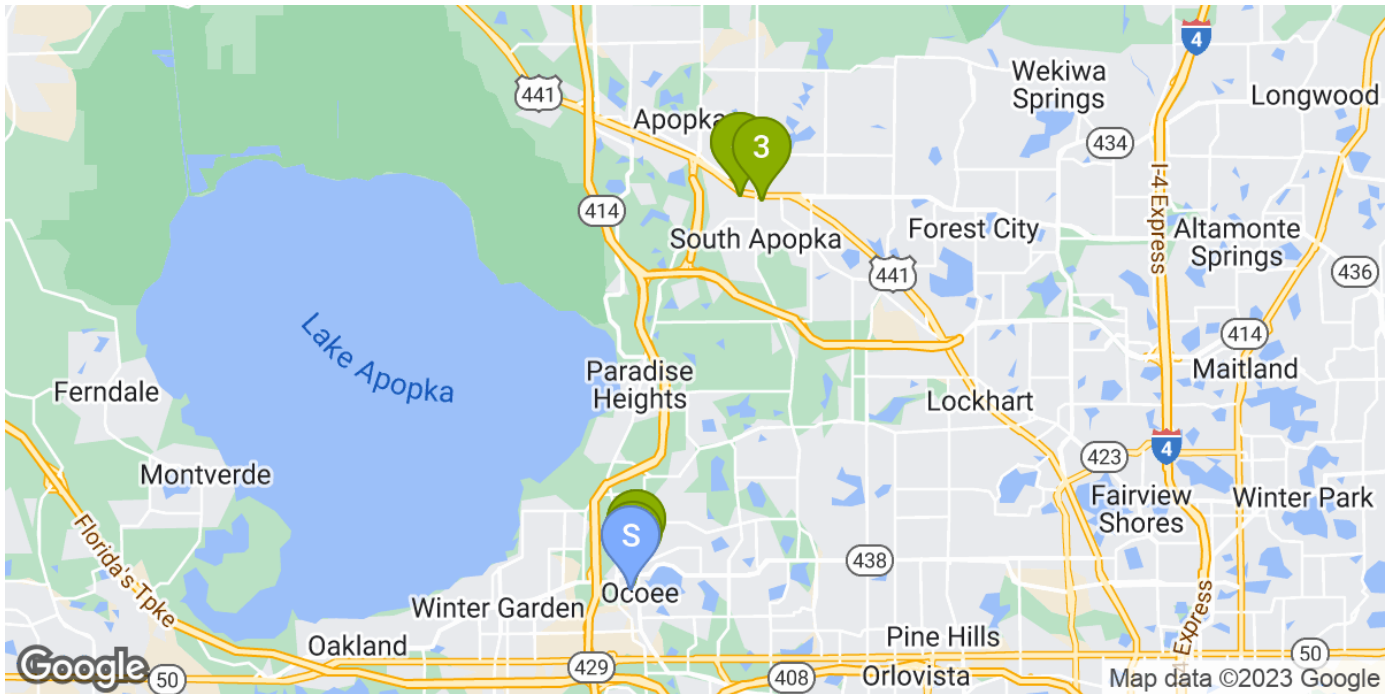


Looking east along the northern boundary from near the northwest corner of the site



Looking southeast from near the northwest corner of the site

Land Valuation



#	Property Name	Sale Date	Land SF	Land Acres	Sale Price	Sale Price / Land SF	Sale Price / Acre	Analysis Sale Price	Analysis SP / Land SF	Analysis SP / Acre
1	113 West Oakland Avenue	7/1/2021	12,553	0.29	\$120,000	\$9.56	\$413,793	\$120,000	\$9.56	\$413,793
2	300 North Bluford Avenue	4/1/2023	39,483	0.91	\$400,000	\$10.13	\$439,560	\$400,000	\$10.13	\$439,560
3	180 East 5th Street	1/1/2023	9,948	0.23	\$170,000	\$17.09	\$739,130	\$170,000	\$17.09	\$739,130
4	106 West 4th Street	Listing	12,038	0.28	\$109,000	\$9.05	\$389,286	\$109,000	\$9.05	\$389,286

Land Sale #1 - 113 West Oakland Avenue



Property Exhibit Photo

SF / Acres	12,553 / 0
Lots	0
In Flood Plain?	No

113 West Oakland Avenue	Sale Date	7/1/2021	The Grantee purchased the property for future development.
113 West Oakland Avenue	Int. Conveyed	Fee Simple	
Ocoee, FL 34761	Seller	Joshua Stalker	
Land / Commercial	Buyer	Aplausos, LLC	
Sale Price	\$120,000	Sale Price/ULSF	
Analysis Sale Price	\$120,000	Analysis SP/ULSF	
		\$9.56	
		\$9.56	

Land Sale #2 - 300 North Bluford Avenue



Property Exhibit Photo

SF / Acres	39,483 / 1
Lots	0
In Flood Plain?	No

300 North Bluford Avenue	Sale Date	4/1/2023	---
300 North Bluford Avenue	Int. Conveyed	Fee Simple	
Ocoee, FL 34761	Seller	Share the Care, Inc.	
Land / Commercial	Buyer	Walter Raymond Real Estat...	
Sale Price	\$400,000	Sale Price/ULSF	\$10.13
Analysis Sale Price	\$400,000	Analysis SP/ULSF	\$10.13

Land Sale #3 - 180 East 5th Street

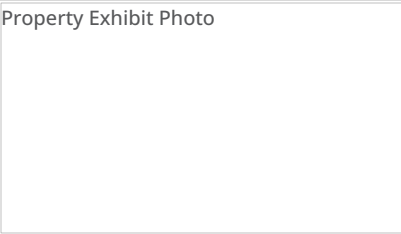


Property Exhibit Photo

SF / Acres	9,948 / 0
Lots	0
In Flood Plain?	No

180 East 5th Street	Sale Date	1/1/2023	---
180 East 5th Street	Int. Conveyed	Fee Simple	
Apopka, FL 32703	Seller	Dennis Sanborn	
Land / Commercial	Buyer	Metro Fibernet, LLC	
Sale Price	\$170,000	Sale Price/ULSF	\$17.09
Analysis Sale Price	\$170,000	Analysis SP/ULSF	\$17.09

Land Sale #4 - 106 West 4th Street



SF / Acres	12,038 / 0
Lots	0
In Flood Plain?	No

106 West 4th Street	Sale Date	Listing	---
106 West 4th Street	Int. Conveyed	Fee Simple	
Apopka, FL 32703	Seller	N/A Current Listing - Curren...	
Land / Commercial	Buyer	---	
Sale Price	\$109,000	Sale Price/ULSF	\$9.05
Analysis Sale Price	\$109,000	Analysis SP/ULSF	\$9.05

Land Adjustments							
Subject		Sale #1		Sale #2		Sale #3	
Name	1 Taylor Street	113 West Oakland Avenue		300 North Bluford Avenue		180 East 5th Street	
Street Address	1 Taylor Street	113 West Oakland Avenue		300 North Bluford Avenue		180 East 5th Street	
City	Ocoee	Ocoee		Ocoee		Apopka	
Sale Price		\$120,000		\$400,000		\$170,000	
Unit of Comp.	Usable Land SF	Usable Land SF		Usable Land SF		Usable Land SF	
UoC Value	9,135 sf	12,553 sf		39,483 sf		9,948 sf	
Sale Price / UoC		\$9.56		\$10.13		\$17.09	
Transactional Adjustments (calculated cumulatively)							
Property Rights	N/A	Fee Simple		Fee Simple		Fee Simple	
		Similar		Similar		Similar	
Terms/Financing	N/A	\$0.00		\$0.00		\$0.00	
		Similar		Similar		Similar	
Cond. of Sale	N/A	\$0.00		\$0.00		\$0.00	
Adjustment		0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00
Expend. After Sale	N/A	\$0.00		\$0.00		\$0.00	
		Similar		Similar		Similar	
Excess Land Val.	N/A	\$0.00		\$0.00		\$0.00	
		Similar		Similar		Similar	
Market Cond.	N/A	7/1/2021		4/1/2023		1/1/2023	
		Similar		Similar		Similar	
Adj. Price per UoC	N/A	\$9.56		\$10.13		\$17.09	
Property Adjustments - Quantitative (not cumulative)							
Location	Good	Good		Good		Average	
Adjustment		0.00%	\$0.00	0.00%	\$0.00	5.00%	\$0.85
Size	9,135 sf	12,553 sf		39,483 sf		9,948 sf	
Adjustment		0.00%	\$0.00	10.00%	\$1.01	0.00%	\$0.00
Traffic Count	3,200	0		14,900		0	
Adjustment		5.00%	\$0.48	-5.00%	-\$0.51	5.00%	\$0.85
Frontage	180	85		290		101	
Adjustment		5.00%	\$0.48	0.00%	\$0.00	0.00%	\$0.00
Access	Average	Average		Good		Good	
Adjustment		0.00%	\$0.00	-5.00%	-\$0.51	-5.00%	-\$0.85
Configuration	Triangular	Rectangular		Rectangular		Rectangular	
Adjustment		-5.00%	-\$0.48	-5.00%	-\$0.51	-5.00%	-\$0.85
Zoning	I-1 (Restricted Manufacturing & Warehousing) with Downtown Redevelopment Overlay	C-2 (Community Commercial)		C-2 (Community Commercial)		MU-D (Mixed-Use Downtown)	
		Similar		Similar		Similar	
Utilities	Electricity, Sewer, Telephone, and Water	Electricity, Sewer, Telephone, and Water		Electricity, Sewer, Telephone, and Water		Electricity, Sewer, Telephone, and Water	
		Similar		Similar		Similar	
View / Appeal	Average	Good		Good		Average	
Adjustment		-5.00%	-\$0.48	-5.00%	-\$0.51	0.00%	\$0.00

Total Adjustments				
Gross % Adj's	N/A	20.08%	30.11%	19.89%
Gross \$ Adj's	N/A	\$1.92	\$3.05	\$3.40
Net % Adj's	N/A	0.00%	-10.17%	0.00%
Net \$ Adj's	N/A	\$0.00	-\$1.03	\$0.00
Net Adj Price / UoC	N/A	\$9.56	\$9.10	\$17.09

Land Adjustments				
Subject		Sale #4		
Name	1 Taylor Street	106 West 4th Street		
Street Address	1 Taylor Street	106 West 4th Street		
City	Ocoee	Apopka		
Sale Price		\$109,000		
Unit of Comp.	Usable Land SF	Usable Land SF		
UoC Value	9,135 sf	12,038 sf		
Sale Price / UoC		\$9.05		
Transactional Adjustments (calculated cumulatively)				
Property Rights	N/A	Fee Simple		
		Similar		
Terms/Financing	N/A	\$0.00		
		Similar		
Cond. of Sale	N/A	\$0.00		
Adjustment		-5.00%	-\$0.45	
Expend. After Sale	N/A	\$0.00		
		Similar		
Excess Land Val.	N/A	\$0.00		
		Similar		
Market Cond.	N/A	Listing		
		Similar		
Adj. Price per UoC	N/A	\$8.60		
Property Adjustments - Quantitative (not cumulative)				
Location	Good	Average		
Adjustment		5.00%	\$0.43	
Size	9,135 sf	12,038 sf		
Adjustment		0.00%	\$0.00	
Traffic Count	3,200	0		
Adjustment		5.00%	\$0.43	
Frontage	180	176		
Adjustment		0.00%	\$0.00	
Access	Average	Good		
Adjustment		-5.00%	-\$0.43	
Configuration	Triangular	Triangular		
Adjustment		0.00%	\$0.00	
Zoning	I-1 (Restricted Manufacturing & Warehousing) with Downtown Redevelopment Overlay	MU-D (Mixed-Use Downtown)		
		Similar		
Utilities	Electricity, Sewer, Telephone, and Water	Electricity, Sewer, Telephone, and Water		
		Similar		
View / Appeal	Average	Average		
Adjustment		0.00%	\$0.00	

Total Adjustments		
Gross % Adj's	N/A	19.23%
Gross \$ Adj's	N/A	\$1.74
Net % Adj's	N/A	-0.22%
Net \$ Adj's	N/A	-\$0.02
Net Adj Price / UoC	N/A	\$9.03

Analysis Price Indications

Minimum	\$9.03
Maximum	\$17.09
Average	\$11.20
Median	\$9.33
Standard Deviation	3.41

Indicated Values

Unit of Comparison	Usable Land SF
Indicated Value / Unit of Comparison	\$10.82
Land Indicated Value	\$98,841
Rounded	\$100,000

Addenda

Addenda

CERTIFICATION

We certify that, to the best of our knowledge and belief:

The statements of fact contained in this appraisal report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions and conclusions.

We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.

We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction of value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice and the regulating agencies governed under FIRREA.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The undersigned have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person(s) signing this certification.

As of the date of this report, Blair Beasley has completed the Standards and Ethics Education Requirements and the requirements of the continuing education program for Practicing Affiliates of the Appraisal Institute.

We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report, within the 3-year period immediately preceding acceptance of this assignment.

Blair Beasley, State-Certified General Real Estate Appraiser, License #RZ3871

November 30, 2023

GENERAL ASSUMPTIONS

1. The legal description provided and used in this report is assumed to be correct.
2. The property, as described in this report, and the areas and dimensions as shown herein, are assumed to be correct.
3. We have not made a survey of the property and assume no responsibility in connection with such matters. Any maps or plats reproduced and included in this report are intended only for the purpose of showing spatial relationships. They are not measured surveys or measured maps, and no responsibility for cartographic or surveying errors is made.
4. No title search has been made and the reader should consult an attorney or title company for information and data relative to property ownership and legal descriptions. It is assumed that the title is marketable.
5. Information and data furnished by others is usually assumed to be true, correct, and reliable. When such information and data appears to be dubious, and when it is critical to the appraisal, a reasonable effort has been made to verify all such information; however, no responsibility for its accuracy is assumed by the appraiser(s).
6. All mortgages, liens, encumbrances, leases, and servitude have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that would render it more or less valuable. No responsibility is assumed for such conditions or for engineering that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

GENERAL ASSUMPTIONS (CONTINUED)

10. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the report.

12. We do not have the expertise to determine the presence or absence of hazardous substances, defined as all hazardous or toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction, or otherwise present on the property. We assume no responsibility for the studies or analyses that would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. The value estimate is based on the assumption that the subject property is not so affected.

13. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser(s) has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser(s) has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

14. This is a Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it does not present discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated. The appraiser is not responsible for unauthorized use of this report.

No Extraordinary Assumptions or Hypothetical Conditions have been employed in this appraisal.

GENERAL LIMITING CONDITIONS

1. We will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have previously been made thereof.
2. Possession of the report, or copy thereof, does not carry with it the right of publication. It may not be used for any purpose, by any person, other than the party to whom it is addressed without the written consent of the appraisers, and in any event only with proper written qualifications and only in its entirety.
3. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation.
5. Neither all, nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI or SRA designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.
6. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing "General Assumptions", "Extraordinary Assumptions and Hypothetical Conditions", and "General Limiting Conditions."

DEFINITIONS

Market Value can be defined as the most probable price a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. ^{*12 CFR 34.42 (a) Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA")}

Fee simple estate is defined as the absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.

APPRAISER QUALIFICATIONS**QUALIFICATIONS OF BLAIR BEASLEY
State-Certified General Real Estate Appraiser #RZ3871**Business Address

Property Valuation & Consulting, Inc.
204 South Dillard Street
Winter Garden, FL 34787
(407) 877-0200, Fax: (407) 877-8222

Education

Florida State University Tallahassee, FL
Bachelor of Science in Real Estate and Marketing, April 2011

Appraisal & Real Estate Courses

Introduction to Real Estate: Florida State University	Tallahassee, FL	December 2009
Real Estate Valuation: Florida State University	Tallahassee, FL	December 2010
Real Estate Finance: Florida State University	Tallahassee, FL	December 2010
Real Estate Market Analysis: Florida State University	Tallahassee, FL	April 2011
Real Estate Investment: Florida State University	Tallahassee, FL	April 2011
Legal Environment of Real Estate: Florida State University	Tallahassee, FL	April 2011
National USPAP 15 Hour Course, Steve Williamson Real Estate Education Specialists	Orlando, FL	April 2012
General Appraiser Market Analysis and Highest & Best Use	Maitland, FL	April 2013
Business Practices and Ethics	Online	February 2014
7-Hour National USPAP Update Course	Orlando, FL	November 2014
Florida Law	Orlando, FL	November 2014
7-Hour National USPAP Update Course	Orlando, FL	May 2016
7-Hour National USPAP Update Course	Orlando, FL	April 2018
Florida Law	Orlando, FL	April 2018
Appraising Small Apartment Properties	Online	November 2018
Basic Hotel Appraising – Limited Service Hotels	Online	November 2018
Appraisal of Land Subject to Ground Leases	Online	November 2018
Supervisor Appraiser/Trainee Appraiser Course	Online	August 2019
7-Hour National USPAP Update Course	Orlando, FL	February 2020
Three Hour Florida Law	Virtual Classroom	September 2020
The Cost Approach: Unnecessary or Vital to a Healthy Practice	Virtual Classroom	October 2020
Uniform Appraisal Standards for Federal Land Acquisitions	Online	November 2020
Business Practices and Ethics	Virtual Classroom	November 2021
7-Hour National USPAP Update Course	Virtual Classroom	October 2022
Three Hour Florida Law	Virtual Classroom	October 2022
Rates and Ratios: Making Sense of GIMs, OARs and DCF	Online	November 2022
Analyzing Operating Expenses	Online	November 2022

Appraisal seminars sponsored by The Appraisal Institute

Critical Thinking in Appraisals, January 2014

Real Estate Experience

September 2011 - Present - Associate, Property Valuation & Consulting, Inc., Winter Garden, FL

Appraisal experience includes narrative and form report writing of commercial and residential vacant land, agricultural land, proposed residential subdivision properties, recreational facilities, retail buildings, industrial buildings, office buildings, day care facilities, greenhouse/nursery, commercial condominium properties, religious facilities/houses of worship, and other special purpose properties. This includes research, data collection, verification and analysis.

References: Available upon request.

APPRAISER LICENSE





Meeting Date: December 5, 2023
Item #: 7

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Michael Rumer
City Manager: Robert Frank

**Subject: Approval of the Utility Easement Agreement for Ocoee Corners Development.
(Development Engineer Keaton)**

Background Summary:

The City's existing 8" water main (from Maguire Rd) was extended to provide Double O's with water service for potable water and irrigation. The existing 10'x15' utility easement is proposed to be extended to an 18' x 20' utility easement. During construction, the Contractor removed the existing blow-off assembly and installed 6 linear feet of ductile iron water main with an 8" x 2" tapping saddle and 2" gate valve for a 1.5" irrigation meter assembly, an 8" x 1" tapping saddle and 1" corp stop for a 1" domestic meter assembly, and an 8" gate valve with a 2' blow-off. The City will own this easement.

Issue:

Should the Honorable Mayor and City Commissioners accept the Utility Easement as provided by Ocoee Corners Development?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve and authorize the Mayor to execute the Utility Easement for the Ocoee Corners development.

Attachments:

1. Utilities Easement - Ocoee Corners
2. Double O's Utility Plan with easement expansion

Financial Impacts:

There are no financial impacts to the City in accepting this Utility easement.

Type of Item: Consent

PREPARED BY:

JASON G. WILLIAMS, ESQUIRE
SHUTTS & BOWEN LLP
300 S. ORANGE AVENUE, SUITE 1600
ORLANDO, FLORIDA 3280

UTILITIES EASEMENT

THIS UTILITIES EASEMENT (the "Easement") is made this 10th day of November, 2023, by **OCOEE CORNERS, LLC**, a Florida limited liability company, having a mailing address of 14422 Shoreside Way, Suite 130, Winter Garden, Florida 34787 ("GRANTOR"), in favor of **CITY OF OCOEE**, a Florida municipal corporation, whose address is 1 North Bluford Avenue, Ocoee, Florida 34761 ("GRANTEE").

WITNESSETH:

GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to GRANTEE a perpetual, non-exclusive utility easement to enter upon, construct and maintain, as GRANTEE deems necessary, a water meter, pipes, and related appurtenances (the **Utility Improvements**) under and across that certain easement area more particularly described and depicted in the attached **Exhibit "A"** (the **"Easement Area"**).

TO HAVE AND TO HOLD said Easement onto GRANTEE and its assigns forever, subject to all matters of record.

GRANTOR AGREES not to build, construct, install or create, nor permit others to build, construct, install or create any landscaping, fences, structures, shrubs/trees, or other obstructions within the Easement Area that would in any way hinder the access, operation and maintenance of the Utility Improvements within the Easement Area. Any landscaping to be installed within the Easement Area shall be approved by the City of Ocoee Utilities Department. In addition, no trees shall be installed within ten (10) feet of the Utility Improvements.

GRANTEE shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, operation and maintenance of the Easement. GRANTEE'S obligation to restore landscaping shall be limited to an obligation to restore to GRANTEE'S landscaping standards for City right-of-way and shall not include an obligation to restore exotic or enhanced landscaping standards. Any irrigation, sidewalk or pavement installed within the Easement Area that will impede the GRANTEE'S ability to maintain or repair the Utility Improvements shall be restored at GRANTOR'S expense.

This Easement shall inure to the benefit and burden of both GRANTOR and GRANTEE, their successors and assigns.

GRANTEE may at any time increase its use of the Easement, change the location of water meters, pipes or other facilities within the boundaries of the Easement right of way, or modify the size of existing water meters, pipes or other facilities as it may determine in its sole discretion from time to time without paying any additional compensation to GRANTOR or

GRANTOR's successors or assigns, provided GRANTEE does not expand its use of the Easement beyond the Easement Area.

IN WITNESS WHEREOF, GRANTOR has caused this Easement to be executed in its name on the day and year first above written.

WITNESSES:

GRANTOR:

OCOEE CORNERS, LLC, a Florida limited liability company

By: **Maguire 50 West, LLC**, a Florida limited liability company, its Manager

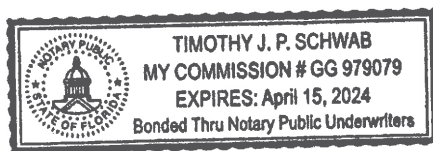
Dennis A. Seliga Jr.
Print Name: Dennis A. Seliga Jr.
Carson Knupp
Print Name: Carson Knupp

By: Kendall L. Knupp
Kendall L. Knupp,
President

Date: 11/10/23

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 ~~SCOTT T. BOYD~~ KENDALL L. KUPP, as Manager of Maguire 50 West, LLC, a Florida limited liability company, as Manager of **OCOEE CORNERS, LLC**, a Florida limited liability company, on behalf of said company. He ☒ is personally known to me or ☐ has produced _____ as identification.



Timothy J. P. Schwab
Print Name: Timothy J. P. Schwab
Notary Public, State of Florida
Commission No.: GG 979079
My commission expires: April 15, 2024

IN WITNESS WHEREOF, GRANTEE has caused this Easement to be executed in its name on the day and year first above written.

GRANTEE:

CITY OF OCOEE, a Florida municipal corporation

By: _____
Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

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

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

FISHBACK COMINICK, LLP

By: _____
Richard S. Geller, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an office duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Rusty Johnson and Melanie Sibbitt, well known to me to be the Mayor and City Clerk, respectively, of the CITY OF OCEE, a Florida municipal corporation, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said municipality. They are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023

Notary Public, State of Florida
My Commission Expires.: _____

EXHIBIT "A"
EASEMENT AREA

Sheet 1 of 2

Sketch and Description

Property Description

A parcel of land being a portion of the Northeast 1/4 of Section 30, Township 22 South, Range 28 East, Orange County, Florida and a portion of the parcel of land described in that certain Special Warranty Deed recorded in Document Number 20180392782, Public Records of Orange County, Florida. Being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast 1/4 of said Section 30, thence South 89°31'00" West, along the North line of the Northeast 1/4 of said Section 30, a distance of 45.00 feet to a point of intersection with the Northerly extension of the West right of way line of Maguire Road (State Road S-439) according to the certain Order of Taking recorded in Official Records Book 9191, Page 3201, Public Records of Orange County, Florida; thence South 00°26'34" East, along the Northerly extension of said West right of way line, a distance of 110.13 feet to a point on the South right of way line of State Road 50 according to said certain Order of Taking; thence continue South 00°26'34" East, along said West right of way line, a distance of 192.37 feet; thence North 89°31'00" East, along said West right of way line, a distance of 19.53 feet to a point on the West right of way line of Maguire Road according to State of Florida State Road Department Right of Way Map Section Number 75050; thence South 00°34'20" East, along said West right of way line, a distance of 406.26 feet to the POINT OF BEGINNING; thence continue South 00°34'20" East, along said West right of way line, a distance of 20.00 feet; thence South 89°25'40" West a distance of 18.00 feet; thence North 00°34'20" West a distance of 20.00 feet; thence North 89°25'40" East a distance of 18.00 feet to the POINT OF BEGINNING

Contains 360 square feet.

Notes

1. THIS IS NOT A BOUNDARY SURVEY.
2. Bearings shown hereon are based on the North line of the Northeast 1/4 of Section 30, Township 22 South, Range 28 East, Orange County, Florida being assumed as South 89°31'00" West, according to the Florida Department of Transportation Right of Way Map for State Road 50 - Section 75050.
3. This sketch meets the Standard of Practice set forth in Florida Administrative Code Rule 5J-17, pursuant to Florida Statute Chapter 472.
4. Legend and Abbreviations
 - R/W - denotes Right of Way
 - P.B. - denotes Plat Book
 - Pg. - denotes page
 - (BB) - denotes Bearing Basis
 - - denotes change of direction

 Benchmark Surveying & Mapping, LLC Certificate of Authorization Number - LB 7874 Post Office Box 771065, Winter Garden, Florida 34777-1065 3110 Red Fox Run, Kissimmee, Florida 34746 (407) 654-6183 - www.benchmarksurveyingandmapping.com	674.85 UE	Prepared For: Ocoee Corners, LLC
	Project #	Prepared By:
	09/28/2023 Date	Billy Joe Jenkins, Jr., PSM # 5205 Professional Surveyor and Mapper

Sketch and Description

Sheet 2 of 2

State Road 50 (Colonial Drive)

R/W width varies per FDOT
R/W Map Section # 75050

North line of the Northeast
1/4 of Section 30, Township
22 South, Range 28 East

85.00'

South R/W line per
O.R. 9191, Pg. 3201

S 89°31'00" W (BB)

45.00'

19 20

30 29

Point of Commencement
Northeast corner of the
Northeast 1/4 of Section
30, Township 22 South,
Range 28 East



West R/W line per O.R. 9191, Pg. 3201

N 89°31'00" E

19.53'

West R/W line

S 00°34'20" E

406.26'

Point of Beginning

N 89°25'40" E

18.00'

N 00°34'20" W

20.00'

S 89°25'40" W

18.00'

Maguire Road (S.R. S-439)

R/W width varies per FDOT
R/W Map Section # 75050

S 00°34'20" E

20.00'



Benchmark Surveying & Mapping, LLC
Certificate of Authorization Number - LB 7874

Post Office Box 771065, Winter Garden, Florida 34777-1065
3110 Red Fox Run, Kissimmee, Florida 34746
(407) 654-6183 - www.benchmarksurveyingandmapping.com

674.85 UE

Project #

09/28/2023

Date

Page 89 of 601



Meeting Date: December 5, 2023

Item #: 8

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of the Fullers Cross Road Sidewalk Easement Agreement with Ocoee Village Center. (Development Engineer Keaton)

Background Summary:

The proposed sidewalk easement is intended to provide coverage over a new eight (8) foot sidewalk located on the Northeast corner of the intersection at N. Lakewood Ave and Sable Run Way. The subject easement is located in the Ocoee Village Center PD, between the newly constructed roundabout and Pond (Tract D-1). The sidewalk had to be shifted two (2) feet out of the right of way during installation and onto the Ocoee Village Center Common area property, therefore creating the need to provide an easement for public access.

Issue:

Should the Honorable Mayor and City Commissioners accept the Sidewalk Easement as provided by Ocoee Village Center Development?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve and authorize the Mayor to execute the Sidewalk Easement for the Ocoee Village Center development

Attachments:

1. OVC Fullers Cross Sidewalk Easement Signed

Financial Impacts:

There are no financial impacts to the City in accepting this sidewalk easement.

Type of Item: Consent

SIDEWALK EASEMENT

THIS GRANT OF EASEMENT made this ____ day of _____, 2023, by **OCOOE VILLAGE (SOUTH) PROPERTY OWNERS' ASSOCIATION, INC.**, a not-for-profit corporation, whose mailing address is 5200 Vineland Rd, Suite 200, Orlando, FL 32811, hereinafter referred to as the "POA" and the **CITY OF OCOOE**, a Florida municipal corporation, hereinafter referred to as the "City".

WHEREAS, the POA, in consideration of the sum of \$1.00 and other valuable considerations, paid by the City, the receipt whereof is hereby acknowledged, does hereby give and grant to the City and its assigns an easement for sidewalk purposes with full authority to enter upon, construct, and maintain, as the City and its assigns may deem necessary, a paved sidewalk upon the following described lands situated in Orange County aforesaid, to-wit:

SEE ATTACHED EXHIBIT A
Property Appraiser's Parcel Identification Number(s):
05-22-28-6160-05-001

TO HAVE AND TO HOLD said easement unto City and its assigns forever.

The City herein and its assigns shall have the right to clear and keep clear all trees and other obstructions that may interfere with normal usage or maintenance of the paved sidewalk and easement. The POA, successors and assigns, agree not to build, construct or create, nor permit others to build, construct, or create any fence, wall or other structure on the herein granted easement.

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

Witnesses:

Ocoee Village (South) Property Owners' Association,
Inc., a Florida not-for-profit corporation

Mariana Morell
Printed Name: Mariana Morell

By: Vishal Gupta
Name: Vishal Gupta
Title: manager

Printed Name: _____

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 2 day of November, 2023,
by Vishal Gupta, as manager of Ocoee Village (South) Property
Owners' Association, Inc., a Florida not-for-profit corporation, 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.



Mariana Morell
Notary Public
State of Florida
Comm# HH111077
Expires 3/29/2025

Print Name: Mariana Morell
Notary Public
My Commission Expires: 3/29/2025
Commission Number: HH111077

ATTEST:

By: _____
_____, City Clerk

CITY:

CITY OF OCOEE, FLORIDA,
a Florida municipal corporation

By: _____
_____, Mayor

(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

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

SKETCH OF DESCRIPTION

NOT A SURVEY

A STRIP OF LAND BEING A PORTION OF TRACT D-1 OF OCOEE VILLAGE CENTER ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 110, PAGE 80 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTIONS 5 AND 8, TOWNSHIP 22 SOUTH, RANGE 28 EAST, CITY OF OCOEE, ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT D-1; THENCE RUN NORTH 00°53'06" WEST ALONG THE WEST LINE OF TRACT D-1, SAID WEST LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF OCOEE-CLARCONA ROAD PER ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY CONTROL SURVEY PROJECT NUMBER 75320-6460-602/603 FOR A DISTANCE OF 4.11 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET, WITH A CHORD BEARING OF SOUTH 59°17'43" EAST, AND A CHORD DISTANCE OF 61.75 FEET; THENCE DEPARTING SAID WEST LINE AND EAST RIGHT-OF-WAY LINE, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°56'26" FOR A DISTANCE OF 64.86 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°44'04" EAST FOR A DISTANCE OF 8.07 FEET; THENCE RUN SOUTH 00°15'56" EAST FOR A DISTANCE OF 2.00 FEET TO THE SOUTH LINE OF SAID TRACT D-1; THENCE RUN SOUTH 89°44'04" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 8.07 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 62.00 FEET, WITH A CHORD BEARING OF NORTH 60°58'50" WEST, AND A CHORD DISTANCE OF 60.66 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°34'12" FOR A DISTANCE OF 63.38 FEET TO AFORESAID WEST LINE AND EAST RIGHT OF WAY LINE AND TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 144 SQUARE FEET, MORE OR LESS.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH OF DESCRIPTION



SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB#6723

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062.
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF TRACT D-1 BEING N00°53'06"W (ASSUMED FOR ANGULAR DESIGNATION ONLY).
3. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
5. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS WEBSITE.

JOB #: 20220691
DATE: 09/25/23
SCALE: N/A

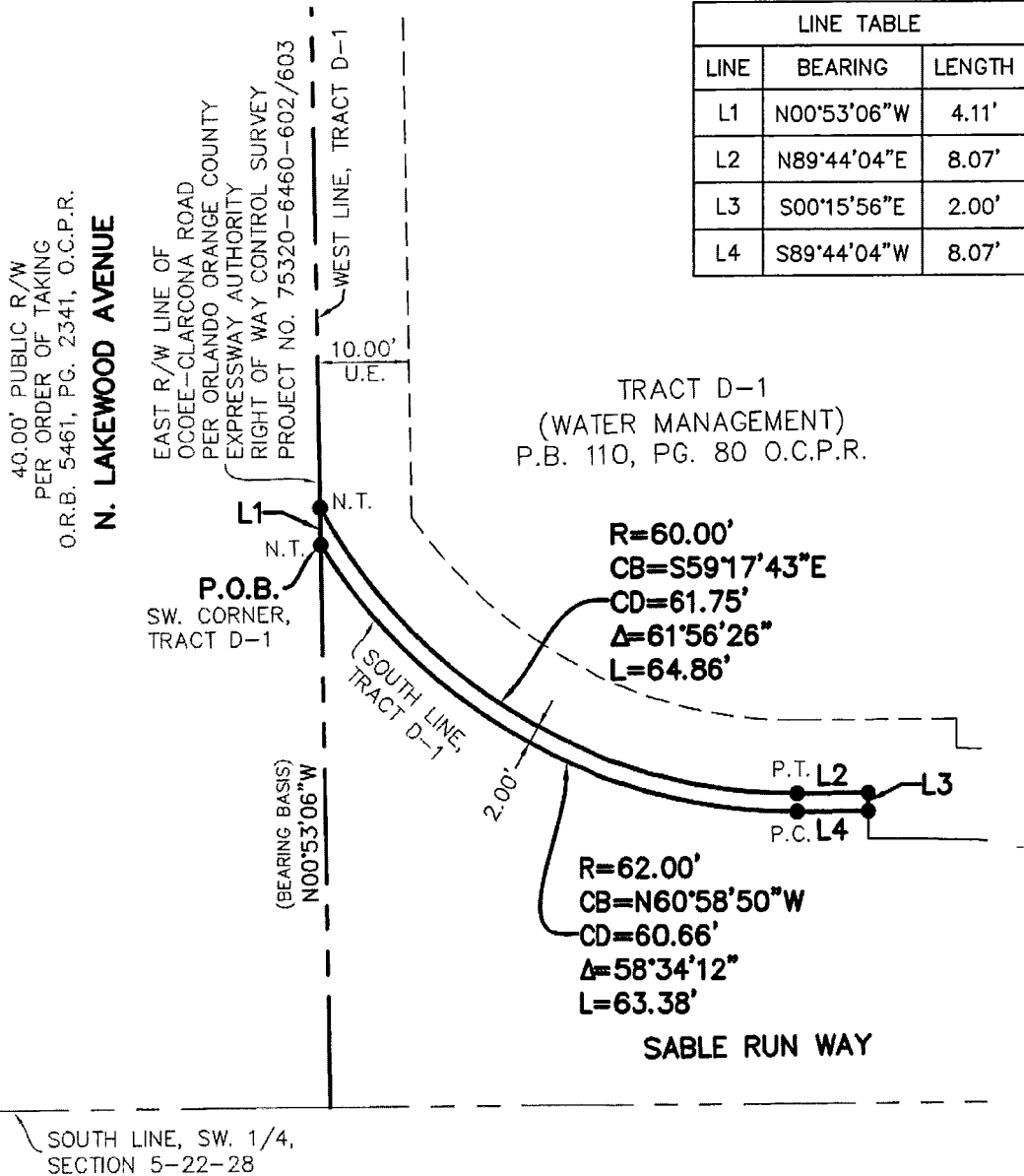
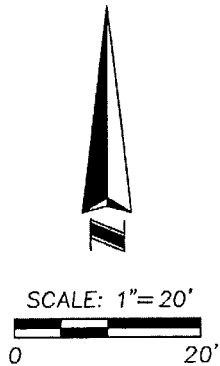
CALC BY: MC
DRAWN BY: RT
CHECKED BY: MF

FOR THE LICENSED BUSINESS #6723 BY:

MARK A. FOLLIS, P.S.M. #6000

SKETCH OF DESCRIPTION

NOT A SURVEY



SHEET 2 OF 2
SEE SHEET 1 FOR LEGAL DESCRIPTION



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LB#6723

SYMBOL AND ABBREVIATION LEGEND:

● CHANGE IN DIRECTION	R RADIUS	U.E. UTILITY EASEMENT	P.C. POINT OF CURVATURE
LB LICENSED BUSINESS	CB CHORD BEARING	N.T. NON TANGENT	P.T. POINT OF TANGENCY
P.O.C. POINT OF COMMENCEMENT	CD CHORD DISTANCE	O.R.B. OFFICIAL RECORDS BOOK	P.B. PLAT BOOK
P.O.B. POINT OF BEGINNING	Δ CENTRAL ANGLE	PG. PAGE	
R/W RIGHT OF WAY	L ARC LENGTH	O.C.P.R. ORANGE COUNTY PUBLIC RECORDS	

JOB #: 20220691

CALC BY: MC

DATE: 09/25/23

DRAWN BY: RT

SCALE: 1" = 20'

CHECKED BY: MF



Meeting Date: December 5, 2023
Item #: 9

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of Amendment to Contract for 15 S. Kissimmee Ave and 214 W. McKey Street. (Development Services Director Rumer)

Background Summary:

On June 21, 2022, the Honorable Mayor and City Commission approved a Contract for Sale and Purchase from 2BPLATINUM, LP for two (2) city-owned parcels identified as 15 S. Kissimmee Ave and 214 W. McKey Street at a price of \$300,000. The property, which is approximately 1.10 acres, of which about .25 acres, will be utilized for a City stormwater pond and about 25 feet along Kissimmee Avenue is needed to expand the right-of-way. In total, it is anticipated that more than $\frac{1}{4}$ to $\frac{1}{3}$ of the properties will be utilized for a City pond and right-of-way. The contract includes certain terms and conditions agreed to by the purchaser. The term and conditions are:

- 1) Construction of a mixed-use building on the property;
- 2) Restriction on the sale or transfer of the property at any time prior to the issuance of the first certificate of occupancy for the building;
- 3) Restriction on leases;
- 4) City to demolish the buildings which were located on site (completed);
- 5) The City has a repurchase right;
- 6) A city constructed stormwater pond on the property will be sized to accommodate the stormwater runoff of buildings and related improvements constructed by the buyer; and
- 7) Water and sewer will be available to the property prior to closing.

During the City Commission's Downtown Workshop held on July 18, 2023, the Purchase contract for 15 S. Kissimmee Ave and 214 W. McKey St. was discussed in regard to the timeline for sewer to be brought to the property. Staff was given direction to work with the purchaser on an expedited closing of the property. City staff and the purchaser's real estate broker have worked out new details to provide for an expedited closing date.

Staff is proposing the following addendum to the contract:

- a) The City will sell the entire property minus the area for the ROW dedication.
- b) The area of land where the proposed city stormwater pond was to be located will contain a drainage easement with a specified pond volume to handle the Kissimmee Road project.
- c) The purchase price will be reduced by \$84,046.83. This is the amount estimated for the City to construct the pond. The new purchase price with the reduction is \$215,953.17.
- d) City sewer will be located to the property within eight (8) months after closing.

Issue:

Should the Honorable Mayor and City Commissioners approve an amendment to the contract for sale of City-owned land with 2BPLATINUM, LP located at 15 S. Kissimmee Ave and 214 W. McKey Street?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve an amendment to the contract for sale of City-owned land located at 15 S. Kissimmee Ave and 214 W. McKey Street

Attachments:

1. Commercial Contract to sell to 2BPlatinum LP - 15 S. Kissimmee Ave & 214 W. McKey St.
2. Pond Cost Estimate
3. Kissimmee Ave (90% Plans)
4. Sketch and Description

Financial Impacts:

No Financial Obligation is required.

Type of Item: Consent

Commercial Contract

1 1. PARTIES AND PROPERTY: 2BPLATINUM, LP ("Buyer")

2 agrees to buy and City of Ocoee, Florida ("Seller")

3 agrees to sell the property at:

4 Street Address: 15 S Kissimmee Ave

5 Ocoee FL 34761-2628

6 Legal Description: See Addendum A

7 _____

8 and the following Personal Property: Vacant

9 _____

10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 2. PURCHASE PRICE: \$ 300,000.00

12 (a) Deposit held in escrow by: Shuffield, Lowman & Wilson, P.A. \$ 10,000.00
13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: 1000 Legion PI Suite 1700, Orlando, FL 32801 Phone: 407-581-9800

15 (b) Additional deposit to be made to Escrow Agent

16 ☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
17 ☐ within ____ days after Effective Date \$ 0.00

18 (c) Additional deposit to be made to Escrow Agent

19 ☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
20 ☐ within ____ days after Effective Date \$ _____

21 (d) Total financing (see Paragraph 5) \$ 0.00

22 (e) Other \$ _____

23 (f) All deposits will be credited to the purchase price at closing.

24 Balance to close, subject to adjustments and prorations, to be paid
25 via wire transfer. \$ 290,000.00

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
27 Buyer's written notice of acceptability.

28 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
29 and Buyer and an executed copy delivered to all parties on or before 7/20/2022, this offer
30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
31 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
32 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or
33 _____. Calendar days will be used when computing time periods, except time periods of 5
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next
36 business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

38 (a) Closing Date: This transaction will be closed on See Addendum A (Closing Date), unless
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer () (____) and Seller () (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in Orange County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

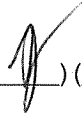
BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or \$_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within 30 days after Effective Date or at least _____ days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

Buyer () (_____) and **Seller** () (_____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within 15 days from receipt of the notice ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) ☒ **Seller** will, within 30 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☐ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: **Seller** warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$_____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

☐ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 60 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

Buyer  (_____) and **Seller**  (_____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

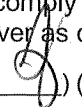
(b) Costs: **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer  (____) and **Seller**  (____) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 5 days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

Buyer () (____) and Seller () (____) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

251 **17. DISCLOSURES:**

252 **(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of
254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the
255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not
256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

257 **(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
258 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
259 liens, if any, shall be paid as set forth in Paragraph 9(e).

260 **(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
261 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
262 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
263 and radon testing may be obtained from your county public health unit.

264 **(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
265 Section 553.996, Florida Statutes.

266 **18. RISK OF LOSS:**

267 **(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will
268 bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to
269 **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and
270 **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim
271 to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any
272 such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of
273 the **Buyer**.

274 **(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
275 right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this
276 Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of
277 purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at
278 closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate
279 with and assist **Buyer** in collecting any such award.

280 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☒ is not
281 assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement
282 to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This
283 Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if
284 assignment is permitted).

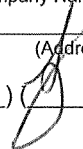
285 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**.
286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
291 construed under Florida law and will not be recorded in any public records.

292 **21. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a
293 licensed real estate Broker other than:

294 **(a) Seller's Broker:** _____,
295 _____,
(Company Name) (Licensee)
(Address, Telephone, Fax, E-mail)

296 who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
297 ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____
298 _____
299 _____

300 **(b) Buyer's Broker:** **VALIANT REALTY GROUP LLC** **Lou Forges**,
301 _____,
(Company Name) (Licensee)
(Address, Telephone, Fax, E-mail)

Buyer () (_____) and Seller () (_____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

302 who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
 303 ☐ **Seller's Broker** ☐ **Seller** ☒ **Buyer** ☐ both parties pursuant to ☐ an MLS offer of compensation ☒ other (specify)
 304 **Separate Agreement**
 305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
 306 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to
 307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
 308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
 309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
 310 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
 311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
 312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

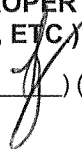
313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
 314 this Contract):

315 ☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
316 ☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
317 ☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
318 ☐ Seller Representations	☐ Seller Financing	☐ Other _____

319 **23. ADDITIONAL TERMS:**

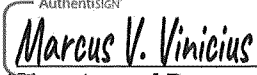
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342 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
 343 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
 344 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
 345 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
 346 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
 347 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**

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348 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
 349 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
 350 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
 351 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
 352 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**
 353 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

354 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
 355 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
 356 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
 357 to do so.

358  Date: 06/07/2022
 (Signature of Buyer)

359 Marcus V. Vinicius Tax ID No.: _____
 (Typed or Printed Name of Buyer)

360 Title: _____ Telephone: _____

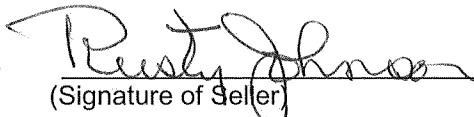
361 _____ Date: _____
 (Signature of Buyer)

362 _____ Tax ID No.: _____
 (Typed or Printed Name of Buyer)

363 Title: _____ Telephone: _____

364 Buyer's Address for purpose of notice 7345 W Sandlake RD., STE 227 Orlando FL 32819

365 Facsimile: _____ Email: marcus@2btrust.com

366  Date: June 21, 2022
 (Signature of Seller)

367 City of Ocoee Tax ID No.: _____
 (Typed or Printed Name of Seller)

368 Title: _____ Telephone: _____

369 _____ Date: _____
 (Signature of Seller)

370 _____ Tax ID No.: _____
 (Typed or Printed Name of Seller)

371 Title: _____ Telephone: _____

372 Seller's Address for purpose of notice: 150 North Lakewood Ave Ocoee FL 34761-2628

373 Facsimile: _____ Email: _____

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Buyer  (_____) and Seller  (_____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

ADDENDUM A
TO COMMERCIAL CONTRACT - ADDITIONAL TERMS

2BPLATINUM, LP (“Buyer”) and **CITY OF OCOEE, FLORIDA (“Seller”)**, hereby agree and incorporate the following terms and conditions as part of the Commercial Contract concerning the property at 15 S. Kissimmee Ave., Ocoee, Florida:

1. **Addendum A Controls.** Buyer and Seller acknowledge and agree that this Addendum A is attached to and made a part of the Commercial Contract executed by the parties. The Commercial Contract, together with Addendum A shall be referred to herein collectively as the “**Agreement**”. The provisions of this Addendum A shall control over and supersede any conflicting provisions of the Commercial Contract.

2. **Legal Description.** The Property shall be a portion of the lands owned by Seller west of Kissimmee Ave., south of W. McKey St. and east of Bay St. with a street address of 15 S. Kissimmee Ave. within the following parcels: 18-22-28-0000-00-046 and 18-22-28-0000-00-074 (collectively, the “**Overall Land**”). Buyer acknowledges that Seller intends to retain a portion of the Overall Land for use of a retention pond (the “**Seller Retained Land**”) and convey the remainder of the Overall Land to Buyer pursuant to the terms of the Agreement (such remainder of the Overall Land to be conveyed to Buyer pursuant to the Agreement, the “**Property**”). Seller, at Seller’s sole cost and expense, shall design, or cause to be designed, a retention pond within the Seller Retained Land (the “**Retention Pond**”). The Retention Pond will be part of the City of Ocoee’s master stormwater system and will retain stormwater runoff from adjacent public roads and other properties. The Retention Pond shall also be sized to accommodate the stormwater runoff of the Building (as defined herein) and related improvements constructed by Buyer on the Property. Following the Seller’s acceptance of the final design of the Retention Pond, Seller shall, at Seller’s sole cost and expense, prepare a survey of the Overall Land, which survey will provide a legal description for the Seller Retained Land and a legal description for the Property (the “**Seller’s Survey**”). The Seller’s Survey shall be certified to Seller and Buyer. In the event the Seller’s Survey shows that the Property consists of less than .75 gross acres, Buyer shall have the right to terminate this Agreement and receive a return of the Deposit. Buyer shall make such election on or prior to fifteen (15) days following receipt of the Seller’s Survey. In the event Buyer fails to provide a notice of election to terminate the Agreement within such time period, Buyer shall be deemed to have accepted the Property, including the size thereof, and the parties shall proceed to Closing. For the avoidance of doubt, in the event the Seller’s Survey shows that the Property contains equal to or more than .75 gross acres, Buyer shall not have the termination right referenced above.

3. **Closing.** Unless this Agreement is terminated early as provided in the Agreement, the Closing of this transaction shall occur on or before the later of thirty (30) days following (i) expiration of the Due Diligence Period; (ii) Seller’s delivery to Buyer of the Seller’s Survey; and (iii) water and sewer being available to the boundary of the Property.

4. **Impact Fees.** Buyer shall be responsible for the payment of all impact fees, capital charges and connection fees applicable to the Property and Building payable at such times as required by the City of Ocoee and in the amounts then being charged by the City of Ocoee.

Notwithstanding the foregoing, provided Buyer is in compliance with the terms of this Agreement, Seller agrees to waive the requirement for payment of Police and Fire impact fees.

5. **Development of the Property.** The foregoing restrictions and obligations are material terms to this Agreement, Seller has an interest in ensuring that the development of the Property is consistent with Seller's plans relating to the re-development of the City of Ocoee's downtown area and Buyer acknowledges and agrees that but for the fulfillment of the foregoing, Seller would not sell the Property to Buyer for the Purchase Price:

a. **Mixed-Use Building.** Buyer agrees to construct one (1) multi-story, mixed-use building on the Property (the "**Building**"). The Building shall be substantially consistent with the building depicted on **Exhibit "A"** attached to Addendum A. The Building shall be mixed use with retail, office, and residential on the second floor only. Buyer, at Buyer's sole cost and expense, shall be responsible for the design, engineering, permitting and approvals relating to the Building and other improvements to be constructed by Buyer on the Property. In the event Buyer desires to make material deviations to the Building, as the same is depicted in **Exhibit "A"** attached hereto and/or described herein, Buyer shall first obtain the consent of Seller. Such consent may be obtained by the City Manager of the City of Ocoee, or his designee, or, if determined by the City Manager, by the City Commission of the City of Ocoee.

b. **Restriction on Sale.** In the event Buyer transfers, sells or conveys the Property (each, a "**Transfer**") at any time prior to receipt of the first certificate of occupancy for the Building, the proceeds of such Transfer, less the Purchase Price, shall be remitted to Seller at the time of the Transfer. For example, in the event Buyer sells the Property prior to the construction of the Building for \$500,000.00, with such Transfer, Seller shall be entitled to \$200,000.00 and Buyer shall be entitled to \$300,000.00 of the \$500,000.00 sale proceeds. Following such Transfer and payment to Seller of the applicable portion of the proceeds from such sale, this restriction on the sale of the Property shall cease and not apply to subsequent Transfers of the Property.

c. **Restriction on Leases.** Prior to receipt of the first certificate of occupancy for the construction of the Building, Buyer may not lease any portion of the Property.

d. **Demolition of Existing Structure.** Seller shall be responsible for the demolition of the existing structure on the Property.

e. **Repurchase Right.** In the event Buyer does not obtain the first certificate of occupancy for the Building on or before twenty-four (24) months following Closing, subject to events of force majeure or other delays outside of the control of Buyer (the "**Outside Completion Date**"), Seller shall have the right to re-purchase the Property (including any and all improvements located thereon). In the event Buyer has not obtained a building permit for the Building on or before the Outside Completion Date, the purchase price for the reconveyance shall be equal to the Purchase Price under the Agreement. In the event Buyer has obtained a building permit for the Building on or before the Outside Completion Date, the purchase price for the reconveyance shall be equal to one hundred and ten percent (110%) of the Purchase Price under the Agreement. In the event Buyer does not obtain the first certificate of occupancy for the Building on or before the Outside Completion Date and Seller desires to repurchase the Property, Seller shall, within sixty

(60) days following the Outside Completing Date, notify Buyer of Seller's election. In the event Seller fails to provide written notice of such election within such time period, Seller shall be deemed to have elected not to repurchase the Property. In the event Seller has timely elected to repurchase the Property, the closing on the reconveyance shall be on or before sixty (60) days following Seller's election notice. Buyer shall be responsible for all closing costs relating to the reconveyance, other than Seller's attorney fees, the conveyance shall be by special warranty deed and the conveyance shall be free and clear of all liens and encumbrances not applicable to the Property as of date of Closing.

The foregoing restrictions and obligations shall survive Closing, run with the land and be incorporated into the deed of conveyance of the special warranty deed from Seller to Buyer.

6. WAIVER OF JURY TRIAL. SELLER AND BUYER HEREBY MUTUALLY, KNOWINGLY, VOLUNTARY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY AFFIRMATIVE DEFENSES, COUNTERCLAIMS, OR CROSS CLAIMS, BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO OR THERETO WHETHER SUCH CLAIMS OR CAUSES OF ACTION ARE KNOWN OR UNKNOWN AT THE TIME OF EXECUTION OF THIS AGREEMENT. FURTHERMORE, NONE OF THE UNDERSIGNED SHALL SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

7. Approval By City Commission. Buyer acknowledges that pursuant to Section C-8(B)(1) of the City Charter, this Agreement must be approved by the City Commission following the holding of an advertised public hearing. Buyer shall execute this Agreement prior to Seller placing this Agreement on an agenda for the City Commission's approval. Buyer shall have the right to withdraw this Agreement for consideration by the City Commission by providing notice to the Seller prior to the City Commission approving this Agreement.

8. Effective Date. This Agreement shall be effective on the date approved by the City Commission of the City of Ocoee and executed by the Mayor of the City of Ocoee (the "**Effective Date**").

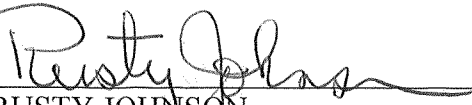
9. No-Waiver of Sovereign Immunity. Nothing contained in this Agreement or in any instrument executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Seller of its sovereign immunity under the constitution of the laws of the State of Florida. This provision shall survive termination of this Agreement and Closing.

[Signature Page to Follow]

EXECUTED to be effective as of the Effective Date.

SELLER:

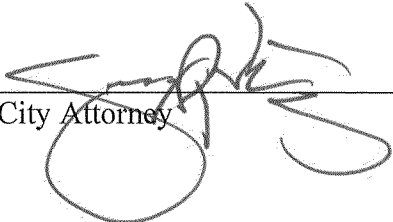
CITY OF OCOEE, a Florida municipal corporation

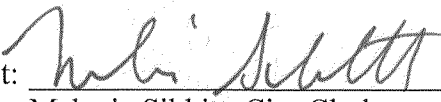
By: 
RUSTY JOHNSON
Mayor

Date: June 21, 2022

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY** this 21st day of JUNE,
2022.

**SHUFFIELD, LOWMAN & WILSON,
P.A.**

By: 
City Attorney

Attest: 
Melanie Sibbitt, City Clerk

Date: June 21, 2022

ADVERTISED June 12, 2022 **AND
ADOPTED** June 21, 2022 **UNDER
AGENDA UNDER AGENDA ITEM NO.
10.**

BUYER:

2BPLATINUM, LP

By: 
Name: Marcus V Vinicius
Title: President
Date: 06/07/22



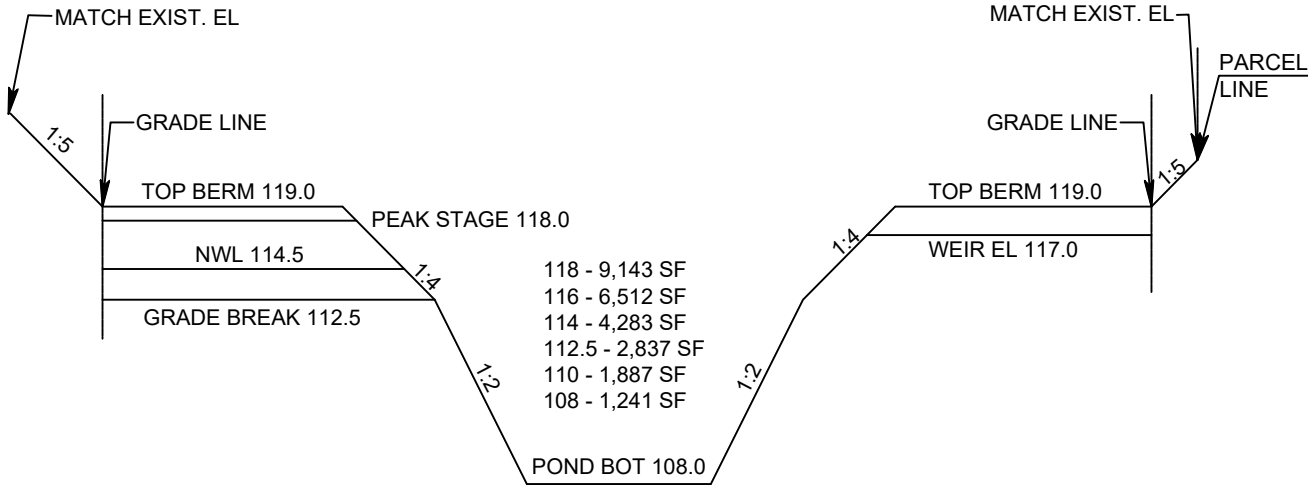
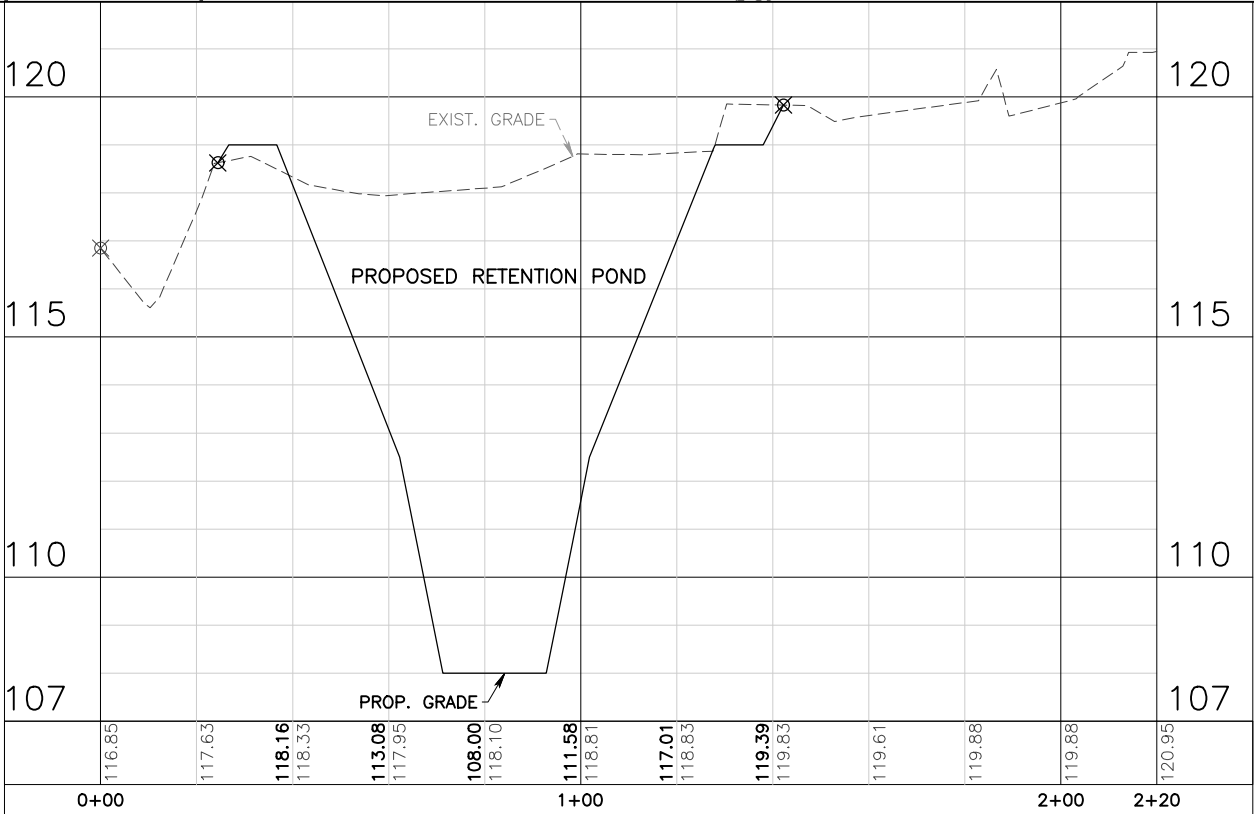
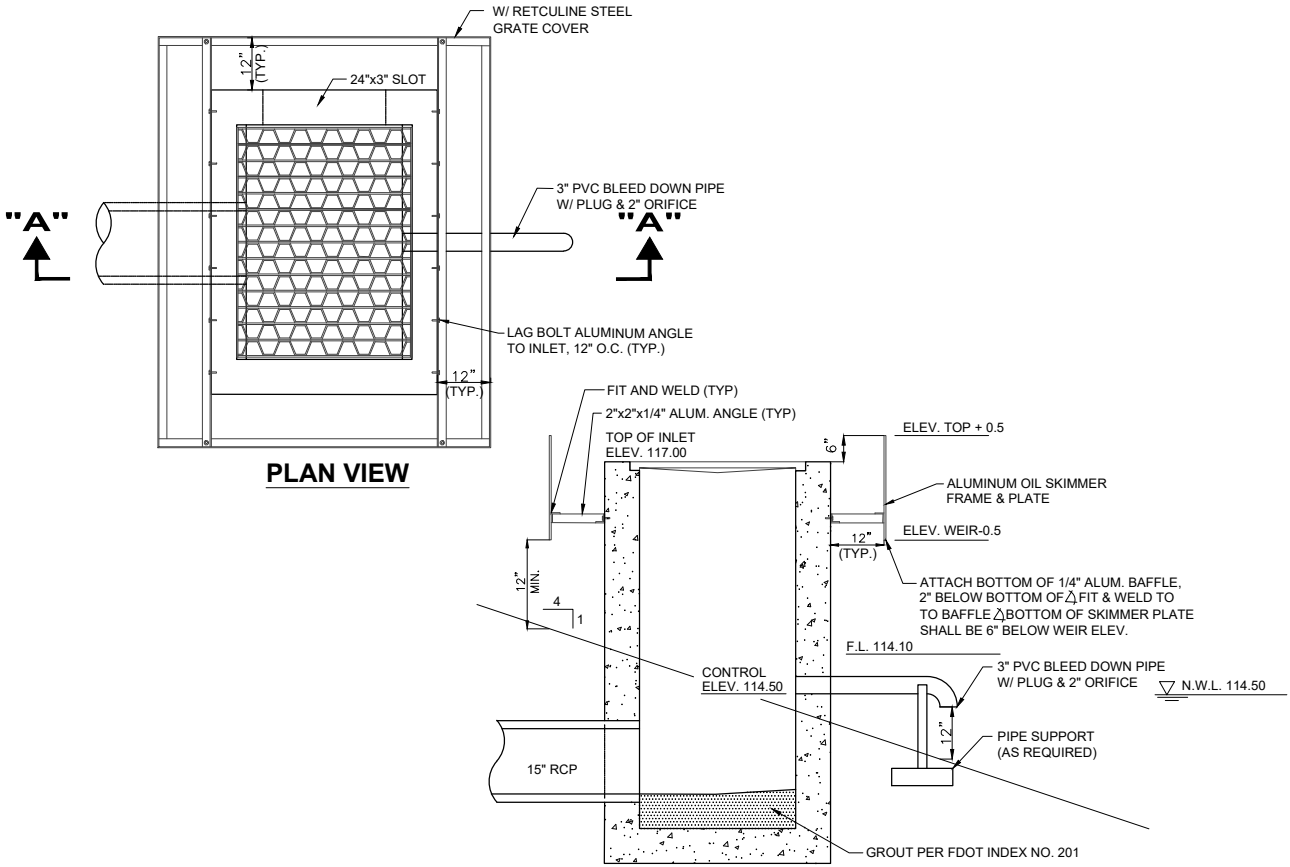
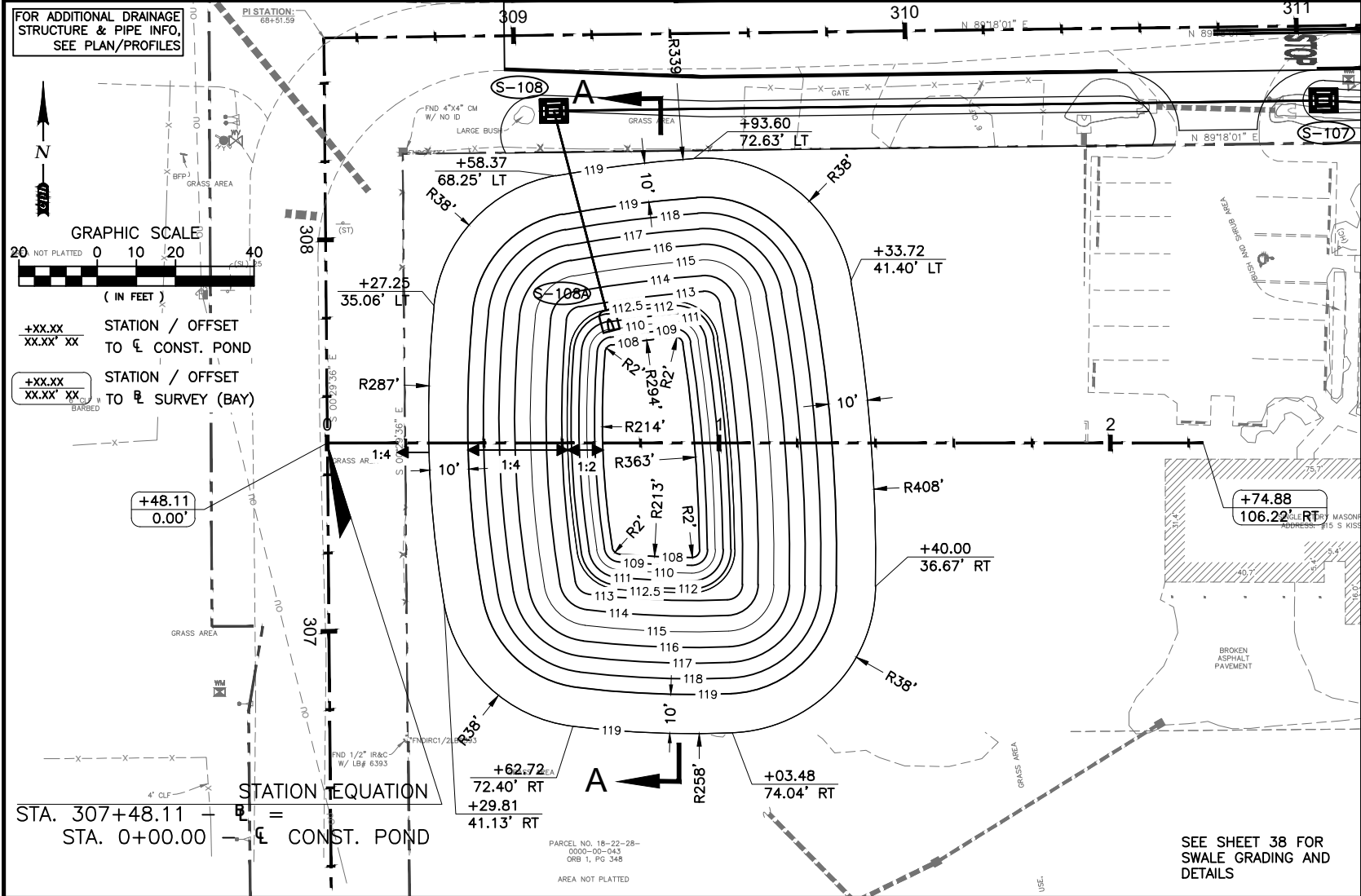
FOR ESTIMATE OF PROBABLE CONSTRUCTION COST

PROJECT:

BAY DRIVE POND & STORM CONNECTION
CPH PROJECT NO. 06012.3

ESTIMATED BY: JML
DATE: 10/5/2023
CHECKED BY: JML

ITEM NO.	FDOT PAY ITEM NO.			ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	120	1		REGULAR EXCAVATION	1660	CY	\$16.00	\$26,560.00
2	425	1	521	INLETS, DT BOT, TYPE C, <10'	2	EA	\$4,040.23	\$8,080.46
3	425	2	61	MANHOLES, P-8, <10'	1	EA	\$4,083.11	\$4,083.11
4	430	175	118	PIPE CULV, SRCP, ROUND, 18" S/CD	306	LF	\$138.07	\$42,249.42
5	430	982	125	MITERED END SECTION, OPTIONAL - ROUND, 18" CD	1	EA	\$3,073.84	\$3,073.84
TOTAL								\$84,046.83



RETENTION POND SECTION A - A

N.T.S.

BAY STREET POND EARTHWORK:
REGULAR EXCAVATION = 1,597 C.Y.
EMBANKMENT = 64 C.Y.

No.	Date	Revision	By	No.	Date	Revision	By
1				1			
2				2			
3				3			
4				4			
5				5			



Designed by:	JML	Date:	7/19/2022
Drawn by:	PEA/CP	Scale:	AS NOTED
Checked by:	JML		
Approved by:	KRL		
Job No.	O6012.3		©2022

Kissimmee Ave.
City of Ocoee, Florida

Plans Prepared By:
CPH, Inc.
500 W. Fulton St. Sanford, FL 32771
Ph: 407.322.6841
Licenses:
Eng. C.O.A. No. 3215 Arch. Lic. No. AA2600926
Survey L.B. No. 7143 Landscp. Lic. No. LC0000298

KURT R. LUMAN, JR., P.E.
FL P.E. No. 65036

Pond Detail Sheet

Sheet No.
37

Sketch and Description:

THIS IS NOT A SURVEY

Legal Description:

A PORTION OF LAND LYING IN SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

PARCEL 1: BEGIN IN THE CENTER OF THE MAIN TRACK OF THE FLORIDA MIDLAND RAILROAD AT THE CENTER OF MCKEY STREET CROSSING AS SAID STREET IS SHOWN ON MAP OR PLAT OF THE TOWN OF OCOEE, FLORIDA, NOW ON RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ORANGE COUNTY, FLORIDA, RUN SOUTH 130 FEET; THENCE WEST 30 FEET FOR POINT OF BEGINNING; RUN THENCE WEST 150 FEET; THENCE NORTH 25 FEET; THENCE EAST 150 FEET; THENCE SOUTH 25 FEET TO THE POINT OF BEGINNING. ALSO: BEGIN IN THE CENTER OF THE MAIN TRACK OF THE FLORIDA MIDLAND RAILROAD AT THE CENTER OF THE MCKEY STREET CROSSING AS SAID STREET IS SHOWN ON THE MAP OR PLAT OF THE TOWN OF OCOEE, FLORIDA, NOW OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ORANGE COUNTY, FLORIDA, RUN SOUTH 130 FEET; THENCE WEST 30 FEET FOR THE POINT OF BEGINNING; RUN THENCE WEST 150 FEET; THENCE SOUTH 50 FEET; THENCE EAST 150 FEET; THENCE NORTH 50 FEET TO POINT OF BEGINNING.

PARCEL 2: BEGINNING AT THE CENTER OF THE CROSSING OF MCKEY STREET AND THE FLORIDA MIDLAND RAILROAD IN OCOEE, FLORIDA, RUNNING SOUTH ON THE CENTER OF MAIN TRACK 30 FEET; WEST 30 FEET FOR BEGINNING POINT; RUNNING THENCE WEST 150 FEET; THENCE SOUTH 75 FEET; THENCE EAST 150 FEET; THENCE NORTH 75 FEET TO PLACE OF BEGINNING. ALL SAID LOT OF LAND BEING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

LESS THE EAST 28.50 FEET OF THE ABOVE DESCRIBED PARCEL 1 AND PARCEL 2.

CONTAINING 18,191 SQUARE FEET, OR 0.42 ACRE MORE OR LESS.

Abbreviation Legend:

(A) - ACTUAL	A - DELTA	GOVT - GOVERNMENT	PC - POINT OF CURVATURE	R28E - RANGE 28 EAST
APPROX - APPROXIMATE	(D) - DEED	IP - IRON PIPE	PCC - POINT OF COMPOUND CURVATURE	R - RADIUS
AVG - AVERAGE	(DE) - DEED EXCEPTION	IR - IRON ROD	PCP - PERMANENT CONTROL POINT	RAD - RADIAL
(BB) - BEARING BASIS	DEPT - DEPARTMENT	IR&C - IRON REBAR & CAP	PG - PAGE	REC - RECOVERED
BLDG - BUILDING	D/U - DRAINAGE AND UTILITY EASEMENT	LB# - LICENSED BUSINESS NUMBER	PGS - PAGES	REV - REVISION
BM - BENCH MARK	ELEV - ELEVATION	(M) - MEASURED	PI - POINT OF INTERSECTION	RP - RADIUS POINT
(C) - CALCULATED	EOP - EDGE OF PAVEMENT	N & D - NAIL AND DISK	POB - POINT OF BEGINNING	R/W - RIGHT-OF-WAY
C - CHORD	ESMT - EASEMENT	NR - NON-RADIAL	POC - POINT OF COMMENCEMENT	SEC 18 - SECTION 18
CB - CHORD BEARING	FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION	NSI - NO SURVEYOR IDENTIFICATION	POL - POINT ON LINE	SQ - SQUARE
CCR # - CERTIFIED CORNER RECORD NUMBER	FF - FINISH FLOOR	NT - NON-TANGENT	PRC - POINT OF REVERSE CURVATURE	SQ FT - SQUARE FEET
C/L - CENTERLINE	FND - FOUND	OR - OFFICIAL RECORDS	PRM - PERMANENT REFERENCE MONUMENT	TB - TANGENT BEARING
CM - CONCRETE MONUMENT	FP&L - FLORIDA POWER AND LIGHT	ORB - OFFICIAL RECORDS BOOK	PT - POINT OF TANGENCY	T22S - TOWNSHIP 22 SOUTH
CONC - CONCRETE	(G) - GRID (STATE PLANE)	(P) - PLAT	FEC - FLORIDA EAST COAST RAILWAY	(TYP) - TYPICAL
COR - CORNER		PB - PLAT BOOK		UE - UTILITY EASEMENT
		FS - FLORIDA STATUTE		W/ - WITH

Surveyor's Notes:

- COPIES OF THIS SKETCH AND DESCRIPTION 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.
- BEARINGS SHOWN HEREON ARE RELATIVE TO THE LINE BETWEEN THE TWO STATE PLANE CONTROL POINTS LISTED IN NOTE #6 BELOW AS BEING S 18°20'56" E.
- THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY SURVEYOR PER CLIENT REQUEST AND BASED ON THE TITLE SEARCH REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION "ASGC SEARCH# 29292-16", EFFECTIVE DATE MARCH 24, 2019 AT 8:00 A.M.
- THIS IS NOT A BOUNDARY SURVEY, THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.
- 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:
a) DESIGNATION 'AK7261', = N 1523095.74 FEET, E 495497.86 FEET
b) DESIGNATION 'AK7149', = N 1571170.99 FEET, E 479553.12 FEET

Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on March 30, 2022. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

For the Firm By: _____

Randall L. Roberts, PSM
Professional Surveyor and Mapper
Florida Registration No. 3144

TITLE BLOCK ABBREVIATIONS			
Eng. = ENGINEERING	L.B. = LICENSED BUSINESS		
C.O.A. = CERTIFICATE OF AUTHORIZATION	Arch. = ARCHITECTURAL		
Landscp. = 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: 3/30/2022

Job No. O6012.3

Scale: N/A

File: O6012.3-046.DWG



www.cphcorp.com

A Full Service A & E Firm

500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

© 2022

CITY OF OCOEE
15 S KISSIMMEE AVE
SECTION 18-TOWNSHIP 22 SOUTH-RANGE 28 EAST
ORANGE COUNTY, FLORIDA

**SKETCH AND DESCRIPTION
REMAINDER**

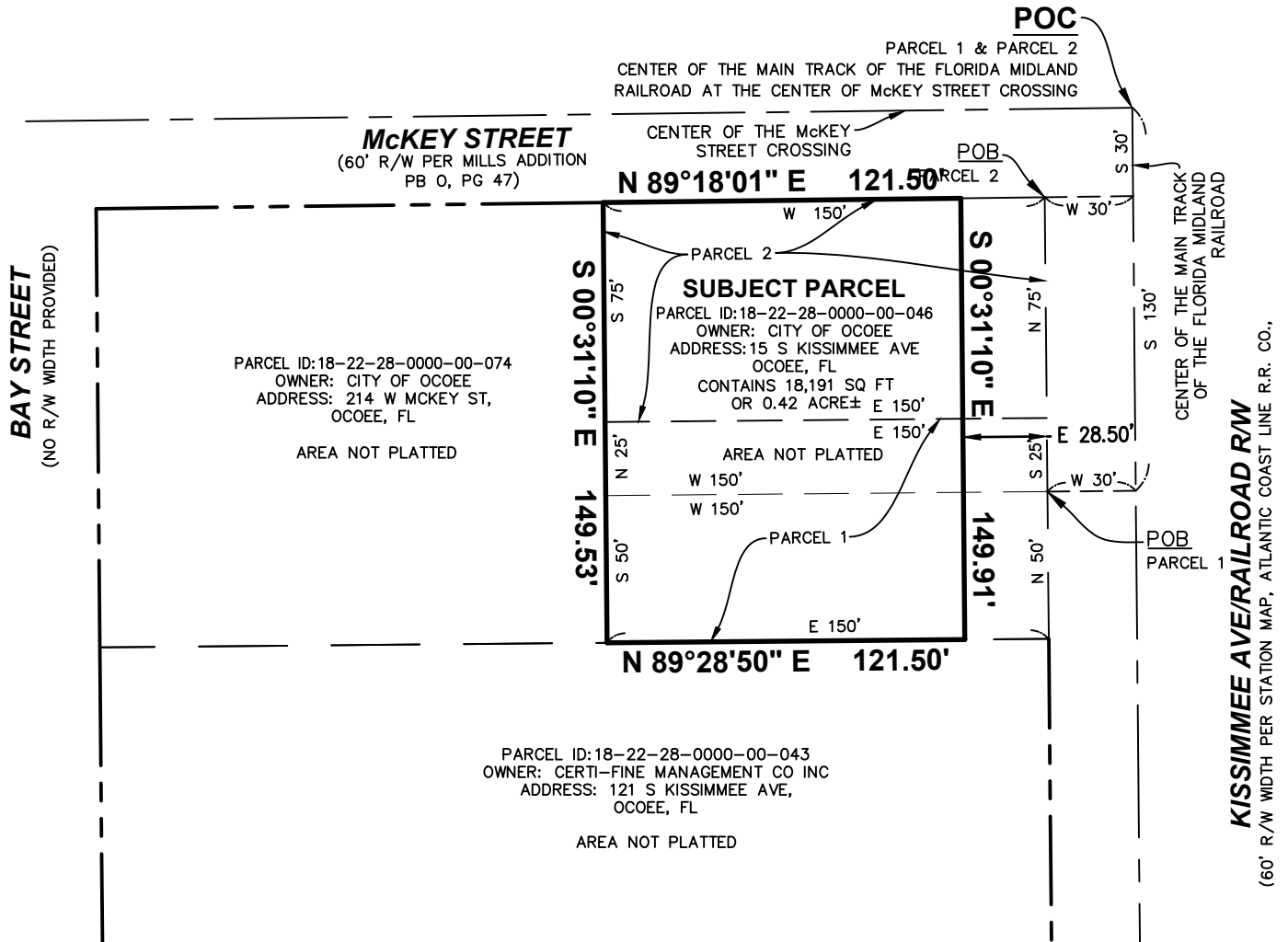
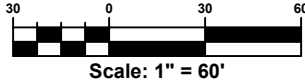
Sheet

1

1 of 2

Sketch and Description:

THIS IS NOT A SURVEY



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: 3/30/2022

Job No. O6012.3

Scale: 1"=60'

File: O6012.3-046.DWG



www.cphcorp.com

A Full Service A & E Firm

500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

© 2022

CITY OF OCOEE

15 S KISSIMMEE AVE
SECTION 18-TOWNSHIP 22 SOUTH-RANGE 28 EAST
ORANGE COUNTY, FLORIDA

**SKETCH AND DESCRIPTION
REMAINDER**

Sheet

2

2 of 2

Sketch and Description:

THIS IS NOT A SURVEY

Legal Description:

A PORTION OF LAND LYING IN SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

THE EAST 28.50 FEET OF THE FOLLOWING:

PARCEL 1: BEGIN IN THE CENTER OF THE MAIN TRACK OF THE FLORIDA MIDLAND RAILROAD AT THE CENTER OF MCKEY STREET CROSSING AS SAID STREET IS SHOWN ON MAP OR PLAT OF THE TOWN OF OCOEE, FLORIDA, NOW ON RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ORANGE COUNTY, FLORIDA, RUN SOUTH 130 FEET; THENCE WEST 30 FEET FOR POINT OF BEGINNING; RUN THENCE WEST 150 FEET; THENCE NORTH 25 FEET; THENCE EAST 150 FEET; THENCE SOUTH 25 FEET TO THE POINT OF BEGINNING. ALSO: BEGIN IN THE CENTER OF THE MAIN TRACK OF THE FLORIDA MIDLAND RAILROAD AT THE CENTER OF THE MCKEY STREET CROSSING AS SAID STREET IS SHOWN ON THE MAP OR PLAT OF THE TOWN OF OCOEE, FLORIDA, NOW OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ORANGE COUNTY, FLORIDA, RUN SOUTH 130 FEET; THENCE WEST 30 FEET FOR THE POINT OF BEGINNING; RUN THENCE WEST 150 FEET; THENCE SOUTH 50 FEET; THENCE EAST 150 FEET; THENCE NORTH 50 FEET TO POINT OF BEGINNING.

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CONTAINS 4,274 SQUARE FEET OR 0.10 ACRE, MORE OR LESS.

Abbreviation Legend:

(A) - APPROXIMATE	A - DELTA	GOVT - GOVERNMENT	PC - POINT OF CURVATURE	R28E - RANGE 28 EAST
AVG - AVERAGE	(D) - DEED	IP - IRON PIPE	PCC - POINT OF COMPOUND CURVATURE	R - RADIUS
(BB) - BEARING BASIS	(DE) - DEED EXCEPTION	IR - IRON ROD	PCP - PERMANENT CONTROL POINT	RAD - RADIAL
BLDG - BUILDING	DEPT - DEPARTMENT	IR&C - IRON REBAR & CAP	PG - PAGE	REC - RECOVERED
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(C) - CALCULATED	ELEV - ELEVATION	LB# - LICENSED BUSINESS NUMBER	PI - POINT OF INTERSECTION	RP - RADIUS POINT
C - CHORD	EOP - EDGE OF PAVEMENT	(M) - MEASURED	POB - POINT OF BEGINNING	R/W - RIGHT-OF-WAY
CB - CHORD BEARING	ESMT - EASEMENT	N & D - NAIL AND DISK	POC - POINT OF COMMENCEMENT	SEC 18 - SECTION 18
CCR # - CERTIFIED CORNER RECORD NUMBER	FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION	NR - NON-RADIAL	POL - POINT ON LINE	SQ - SQUARE
C/L - CENTERLINE	FF - FINISH FLOOR	NT - NON-TANGENT	PRC - POINT OF REVERSE CURVATURE	SQ FT - SQUARE FEET
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COR - CORNER	(G) - GRID (STATE PLANE)	(P) - PLAT	FEC - FLORIDA EAST COAST RAILWAY	(TYP) - TYPICAL
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b) DESIGNATION 'AK7149', = N 1571170.99 FEET, E 479553.12 FEET

Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on March 30, 2022. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

For the Firm By: _____

Randall L. Roberts, PSM
Professional Surveyor and Mapper
Florida Registration No. 3144

TITLE BLOCK ABBREVIATIONS			
Eng. = ENGINEERING	L.B. = LICENSED BUSINESS		
C.O.A. = CERTIFICATE OF AUTHORIZATION	Arch. = ARCHITECTURAL		
Landscp. = 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: 3/30/2022

Job No. O6012.3

Scale: N/A

File: O6012.3-046.DWG



www.cphcorp.com

A Full Service A & E Firm

500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

© 2022

CITY OF OCOEE
15 S KISSIMMEE AVE
SECTION 18-TOWNSHIP 22 SOUTH-RANGE 28 EAST
ORANGE COUNTY, FLORIDA

**SKETCH AND DESCRIPTION
ACQUISITION**

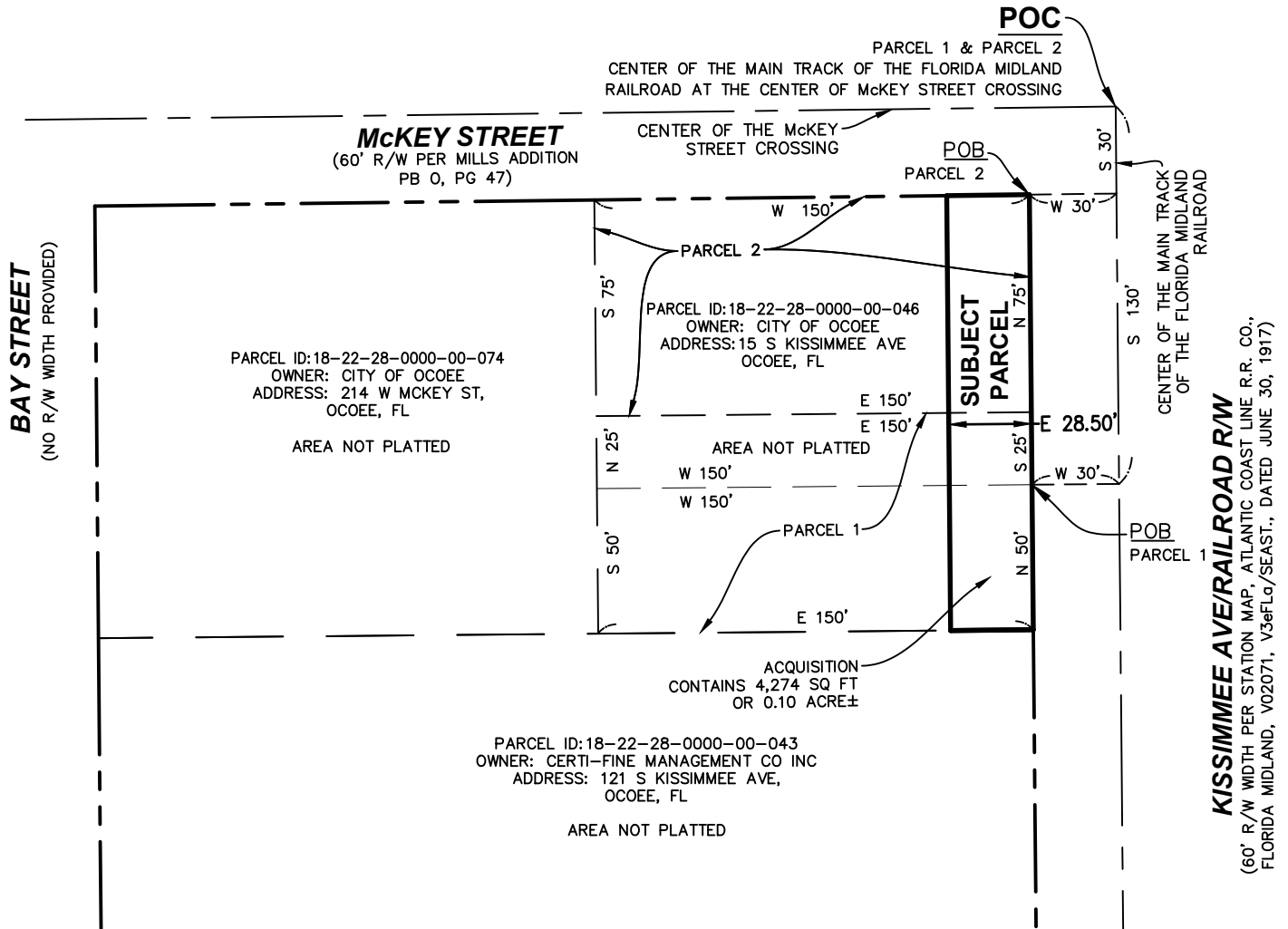
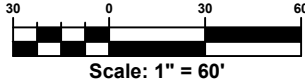
Sheet

1

1 of 2

Sketch and Description:

THIS IS NOT A SURVEY



TITLE BLOCK ABBREVIATIONS
Eng. = ENGINEERING L.B. = LICENSED BUSINESS
C.O.A. = CERTIFICATE OF AUTHORIZATION Arch. = ARCHITECTURAL
Landscp. = 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: 3/30/2022

Job No. O6012.3

Scale: 1"=60'

File: O6012.3-046.DWG



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Sanford, FL 32771
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CITY OF OCOEE

15 S KISSIMMEE AVE
SECTION 18-TOWNSHIP 22 SOUTH-RANGE 28 EAST
ORANGE COUNTY, FLORIDA

**SKETCH AND DESCRIPTION
ACQUISITION**

Sheet

2

2 of 2



Meeting Date: December 5, 2023
Item #: 10

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of Ocoee Village Center Agreement for Transfer of \$400,000 for the Fire Station and Non-Substantial Amendment to the PUD. (Development Services Director Rumer)

Background Summary:

On July 18, 2023, the City Commission approved locating a Fire Station at Ocoee Village Center PUD by approving a non-substantial amendment to the Ocoee Village Center PUD Land Use Plan. The attached Contribution Agreement provides for the transfer of \$400,000.00 in Park Performance funding to the City for the new Fire Station.

Additionally, the developer of the townhome tract (Park Square Homes) is requesting to build the townhome development as Build-to-Rent (BTR). The City staff is agreeable to a non-substantial change to the Ocoee Village Center PUD to include a note in the "Site Data" use table that states: BTR is not expressly identified as a form of use or prohibited by this PUD, but shall be permitted provided that the BTR owner or association provides the following additional Maintenance and Bonding obligation for roads, water, sewer, and reclaimed utility lines. The additional obligations above the code the developer has agreed to are as follows:

Roads would remain public rights of way, but the developer or condo association would be responsible for road maintenance costs, as supported by a 5-year maintenance bond that renews for an additional 5 years upon a City request.

Utilities would remain city-owned as they would with a for-sale community, but the developer or condo association would both fund a one-time maintenance cost to offset payment of \$100,000 and provide a 5-year maintenance bond that renews for an additional 5 years upon a City request.

Issue:

Should the Honorable Mayor and City Commissioners approve the Ocoee Village Center Contribution Agreement for the payment of \$400,000.00 for a new Fire Station and a Non-Substantial Amendment to the PUD facilitating the use of Build-to-Rent for the townhomes?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Ocoee Village Center Contribution Agreement for the payment of \$400,000.00 for a new Fire Station and a Non-Substantial Amendment to the PUD facilitating the use of Build-to-Rent for the townhomes subject to the following utility conditions:

1. Park Square would pay the \$100,000 to the City within five business days from City Commission approval. If approval is 12/5 then their payment would be due by 5 pm on 12/12.

2. City Manager has the right to accept the bills of sale for the water and sewer system since there is not another meeting until the middle of January.
3. Bonds need to be issued at time of Bill of Sale acceptance.
4. Upon payment, Park Square can begin connecting building laterals to their internal system with the approval of the City's Utility Department.
5. Connection cannot be made to the City's system until after all Certificate of Completion items are completed and the system is accepted for ownership by the City. During this time, if the City judges there to be issues with the amount of sand, silt, or other debris in the sewer system,
6. Park Square will take immediate steps to remedy any issues and have any such remedy approved by the Utility Department.
7. At such time as all items for a Certificate of Completion are completed, the City will sign off on the FDEP permit(s).

Attachments:

1. Contribution Agreement - Ocoee Village Consortium

Financial Impacts:

Payment of \$400,000.00 in funding for the new Fire Station.

One-time Utility Maintenance cost offset payment of \$100,000.00

Type of Item: Consent

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

PREPARED BY:

For Recording Purposes Only

RETURN TO:

Melanie Sibbitt, City Clerk
CITY OF OCOEE
One Bluford Ave.
Ocoee, FL 34761
(407) 656-2322

CONTRIBUTION AGREEMENT
(OCOEE VILLAGE PUD)

THIS CONTRIBUTION AGREEMENT ("this Agreement") is made and entered into as of the ____ day of October, 2023 by and between **OCOEE VILLAGE RESIDENTIAL, LLC**, a Delaware limited liability company, whose mailing address is 801 International Parkway, 5th Floor, Lake Mary, Florida 32746; **KIMAYA, LLC**, a Delaware limited liability company, whose mailing address is 5200 Vineland Road, Suite 200, Orlando, Florida, 32811; **DKC OCOEE VILLAGE CENTER SE, LLC**, a Florida limited liability company, whose mailing address is 431 Fairway Drive, Suite 201, Deerfield Beach, Florida 33441 (all hereinafter collectively referred to as the "**Consortium**") and the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is One Bluford Ave., Ocoee, Florida 34761 (hereinafter referred to as the "**City**").

W I T N E S S E T H:

WHEREAS, the Consortium is the successor to the "Developer" named in that certain Infrastructure Development and Escrow Agreement for Ocoee Village Center dated as of March 12, 2021 and recorded on March 16, 2021 under Document # 20210150651, and re-recorded on March 19, 2021 under Document #20210158900, both in the Public Records of Orange County, Florida (the "Infrastructure Agreement"), pertaining to the development of the lands located in Orange County, Florida, and within the corporate limits of the City of Ocoee, Florida, said lands being more particularly described in said Infrastructure Agreement (hereinafter referred to as the "**Property**"); and

WHEREAS, the Ocoee City Commission approved Ordinance No. 2020-024 rezoning the Property as "PUD" under the Ocoee Land Development Code; and

WHEREAS, the Consortium and the City desire to execute this Agreement to document certain agreements regarding use and funding for the fire station parcel improvements;

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. **Fire Station Parcel Use.** The City owned Park Parcel was amended to be a Fire Station Parcel by an amendment to the PUD ordinance 2020-24 dated October 3, 2023 and the City intends to construct certain fire station improvements on the parcel (the “Fire Station”).

Section 3. **Fire Station Contribution.** The Consortium is no longer obligated to fund park improvements on the City’s parcel formerly identified as a City park parcel. In lieu thereof, the Consortium agrees to fund to the City a monetary contribution in the amount of Four Hundred Thousand Dollars (\$400,000) (the “Contribution”) to be utilized for costs related to the Fire Station. In connection with certain improvements to the Ocoee Village PUD, the City is holding a cash bond provided by Consortium. Ghe Consortium agrees that the City may utilize the existing cash bond to fund the Contribution.

Section 4. **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 at the address appearing on the first page of this Agreement, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address appearing on the first page of this Agreement, or such other person or address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Section 5. **Covenant Running with the Land.** This Agreement shall run with the Property and 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 6. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Consortium's expense, in the Public Records of Orange County, Florida. The City will, from time to time upon request of the Consortium, execute and deliver letters affirming the status of this Agreement.

Section 7. **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 8. **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 9. **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.

Section 10. Further Documentation. The parties agree that at any time following a request therefor 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 11. Specific Performance. Both the City and the Consortium shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance.

Section 12. 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, legal assistants' 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 13. 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 14. 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 15. Severability. If any 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.

Section 16. Effective Date. The Effective Date of this Agreement shall be the day and year first above written.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Consortium and the City have caused this instrument to be executed by their duly authorized representatives as of the day and year first above written.

Signed, sealed and delivered in the presence of:

OCOEE VILLAGE RESIDENTIAL, LLC,
a Delaware limited liability company

Print Name _____

By: _____

Name: _____

Print Name _____

Its: _____

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, who [] is personally known to me or [] produced _____ as identification, and that _____ acknowledged executing the same 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 ____ day of _____, _____.

Signature of Notary

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:

Print Name _____

Print Name _____

KIMAYA OCOEE VILLAGE, LLC,
a Delaware limited liability company

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

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

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

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

By: _____
Name: Vishaal Gupta
Title: Manager

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Vishaal Gupta, who [] is personally known to me or [] produced _____ as identification, and that he _____ acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, in the capacity indicated above, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, _____.

Signature of Notary

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:

DKC OCOEE VILLAGE CENTER SE, LLC,
a Delaware limited liability company

Print Name: _____

By: _____
Name: _____
Its: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, who [] is personally known to me or [] produced _____ as identification, and that _____ acknowledged executing the same 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 _____ day of _____, _____.

Signature of Notary

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:

CITY:

CITY OF OCOEE, FLORIDA

Print Name: _____

By: _____
Rusty Johnson, Mayor

Attest: _____
, City Clerk

Print Name: _____

(SEAL)

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA. Approved as
to form and legality this ____
day of _____, _____.**

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD

ON UNDER AGENDA
ITEM NO. _____.**

By: _____
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, personally appeared **RUSTY JOHNSON** and _____, 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 ____ day of _____, _____.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____



Meeting Date: December 5, 2023
Item #: 11

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of Temporary Parking Lease Agreement for 137 W. McKey Street with VMG Construction, Inc. (Development Services Director Rumer)

Background Summary:

During the City Commission's Downtown Development Workshop held on July 18, 2023, the Commission discussed the lack of parking in the downtown and instructed staff to look into temporary parking solutions. VMG Construction Inc. has voluntarily offered their property located on McKey St. as a location for temporary parking in the downtown. Attached for City Commission approval is a Lease for Temporary Parking. Staff is proposing a three (3) year lease with up to two (2) one-year extensions. The lease will also stipulate the following: i) a yearly lease rate equal to the estimated or assessed property taxes (for 2023 the cost is \$3,358.00), ii) Tenant at its sole expense may make such alterations or additions to the premises as the Tenant considers necessary in order to conduct the use as parking and includes: laying asphalt, tire stops, and painting or otherwise designating parking spaces and drive aisles lines as necessary, iii) Tenant shall maintain and repair at Tenant's own expense any and all damages caused to the Premises, iv) Landlord agrees to release, defend, indemnify and hold harmless the Tenant against all lawsuits and claims for liability arising out of this agreement, and v) Tenant may place its signs upon the Premises.

The City will provide an engineered site plan for a multiphase approach to making the parking improvements. Due to the parking needs for the upcoming City of Ocoee Jolly Jamboree on December 9th, the initial parking improvements will be an asphalt entrance off of McKey St., the addition of mulch to show the intended parking spaces, and signage to identify the area as free public parking.

Issue:

Should the Honorable Mayor and City Commissioners approve a Temporary Parking Lease drafted by the City Attorney for the use of 137 W. McKey St. owned by VMG Construction, Inc. as a temporary public parking lot?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve a Temporary Parking Lease for the use of 137 W. McKey St. owned by VMG Construction, Inc. as a temporary public parking lot.

Attachments:

1. Parking Area License Agreement
2. Location Map for 137 W McKey Street Parking Lease
3. Temporary Parking Sign

Financial Impacts:

An annual Payment to VMG Construction, Inc. equal to the cumulative amount of property taxes assessed for the two (2) properties (2023 assessed taxes are \$3,358.00).

Type of Item: Consent

PARKING LEASE AGREEMENT

1. **PARTIES.** This Parking Lease Agreement (“**Lease**”) dated _____, 202__ between _____, a _____ company (“**Landlord**” and the City of Ocoee, a Florida municipal corporation (“**Tenant**”) (collectively, the “**Parties**”).

2. **PREMISES.** Landlord leases to Tenant those premises situated at _____ containing approximately _____ square feet of parking spaces and drive aisles, a site containing approximately _____ parking lot spaces, in the City of Ocoee, Florida, County of Orange, State of Florida, and more particularly described in **Exhibit “A”** (the “**Premises**”) attached hereto and incorporated herein by this reference. Landlord represents and warrants to Tenant that it has all power and authority to enter into this Lease and is the fee owner of the Premises.

3. **TERM.** This Lease shall commence on the date when the last of the Parties herein executes and shall continue for a period of three (3) years unless Tenant gives notice, at least thirty (30) days prior to the end of the lease term, of its intent to extend the lease for an additional two years. If Tenant desires to terminate the lease before the end of the lease term, Tenant must provide written notice to Landlord at least thirty (30) days in advance of said termination.

4. **RENT.** Tenant agrees to pay the Landlord rent in the sum of _____ per month. Rental payments shall be made monthly, being due and payable on or before the _____ day of the month, unless otherwise specified.

5. **USE.**

5.1 **USE OF PREMISES.** Tenants shall use the Premises to provide parking spaces and drive aisles for use of the public. Landlord warrants the present and future fitness and legality for this purpose.

5.2 **COMPLIANCE.** Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises and its occupancy thereof, and shall promptly comply with all governmental orders and directives connected with Tenant’s use of the Premises. Any improvements required to be made to the Premises as a result of any governmental order, directive, or ordinance applicable to the Landlord’s ownership of the Premises shall be made at Landlord’s sole cost and expense. Any improvements required to be made to the Premises due strictly to Tenant’s use and occupancy of the Premises for public parking and the manner in which Tenant conducts its business from the Premises shall be made at Tenant’s sole cost and expense.

5.3 **PERMITS.** Tenant will be responsible for securing any permits which may be required in order to perform the use specified in Section 5.1. In the event a required permit is not secured by the commencement date of this Lease, the Lease shall be unenforceable, thereby releasing Tenant from any and all responsibility under the Lease, including (but not limited to) its obligation to occupy the property and pay rent.

5.4 **SITE PLAN.** Tenant shall process a Site Plan with the City of Ocoee reflecting the intended use of the Premises as a public parking lot.

5.5 **SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes. Regardless of anything set forth in any part or section of this Agreement to the contrary, nothing in this Agreement may be deemed to be a waiver of immunity or the limits of liability of the City beyond any statutorily limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this agreement may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

6. **MAINTENANCE, REPAIRS AND ALTERATIONS.**

6.1 **TENANT'S OBLIGATIONS.** Tenant shall maintain in good condition, order and repair at Tenant's expense, the Premises and shall return the Premises in good condition, ordinary wear and tear accepted, within twenty (20) days of the termination of the Lease.

6.2 **ALTERATIONS AND ADDITIONS.** Tenant at its sole expense may make such alterations or additions to the Premises as Tenant considers necessary in order to conduct the use set forth in Article 5. This includes laying asphalt, tire stops, and painting or otherwise designating parking spaces and drive aisles lines as necessary. [RG1]

6.3 **TENANT DAMAGE.** Tenant shall maintain and repair at Tenant's own expense any and all damages caused to the Premises by the acts or omissions of Tenant, its servants, agents, employees, invitees, excepting ordinary wear and tear and damage by fire or other casualty.

6.4 **LANDLORD AND TENANT RIGHTS.** If either party fails to perform its obligations under Article 6, the aggrieved party may at its option, after thirty (30) days' notice to the other party, put the Premises in good order, condition and repair, and the defaulting party shall pay the cost thereof following receipt of an invoice.

6.5 **PREMISES CONDITION.** Landlord shall deliver the Premises to Tenant clean and free of debris on the commencement date. If a non-compliance with this warranty exists as of the commencement date, Landlord shall, except as otherwise provided in this Lease, promptly after receipt of written notice from Tenant setting forth the nature and extent of such non-compliance, rectify same at Landlord's expense.

7. **HOLD HARMLESS.** Landlord agrees to release, defend, indemnify and hold harmless the Tenant against all lawsuits and claims for liability arising out of this agreement which results from the negligence of the Landlord, its officers, agents, employees, servants, or representatives.

8. **TAXES; PAYMENT BY LANDLORD.** Landlord shall pay to the appropriate governmental body all real property taxes and assessments.

9. **INSURANCE.** Landlord shall maintain commercial property insurance coverage on the Property and shall maintain liability and other insurance in such amounts as may be required by Landlord's mortgagee(s), or in such amounts as Landlord, in its sole discretion, may deem appropriate. All such insurance shall be for the sole benefit of Landlord and, if required, Landlord's mortgagee(s).

10. **DEFAULTS; REMEDIES.**

10.1 **TENANT'S DEFAULT.** Failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease, other than the making of any payment, where such failure shall continue for a period of thirty (30) days after written notice from Landlord shall constitute a material default and breach of this Lease by Tenant. Tenant shall not be in default if Tenant commences performance within 30 days of Landlord's notice and thereafter completes Tenant's performance within a reasonable time.

10.2 **LANDLORD'S DEFAULT.** If Landlord shall fail to perform any duty or obligation imposed upon it by this Lease and such default shall continue for a period of thirty (30) days after written notice has been given by Tenant, then and in such event Tenant may, at its option, 1) cure such default at its own expense and Landlord shall reimburse Tenant for such expense within 10 business days of Tenant's written request, or 2) terminate this Lease without prejudice to its right to recover appropriate damages from Landlord. Upon termination of this Lease pursuant to this provision, all obligations of Tenant arising under this Lease, including payment of rent, shall cease.

10.3 **REMEDIES.** In the event of any such material default or breach that is not cured within 30 days of Landlord's notice as set forth in Section 10.1 above, Landlord may at any time, with notice or demand and without waiving or limiting any other right or remedy, terminate this Lease, in which event Tenant agrees to immediately surrender possession of said Premises.

11. **CONDEMNATION.** If all or any part of the Premises are taken under power of eminent domain, or sold under the threat of the exercise of said power, this Lease shall terminate as to the part so taken as of the date the condemning authority takes possession. If a partial taking or sale, in Tenant's judgment, substantially impairs the value of the Premises for Tenant's use as a public parking lot, Tenant may, by written notice within thirty (30) days after notice of such planned taking (or absent such notice, within ten (10) days after the condemning authority takes possession), terminate this Lease.

12. **GENERAL PROVISIONS.**

12.1 **ESTOPPEL CERTIFICATE.** Either party shall on ten (10) or more days' written notice from the other party execute, acknowledge and deliver to the other party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect),

and (ii) acknowledging that there are not, to such Party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

12.2 LANDLORD'S LIABILITY. The term "Landlord" means only the owner or owners at the time in question of the fee title of the Premises; Landlord and its successors shall be liable only for obligations arising during their respective periods of fee ownership or tenancy under a ground lease.

12.3 TIME OF ESSENCE. Time is of the essence.

12.4 PRIOR AGREEMENTS, AMENDMENTS. This Lease contains all agreements of the parties with respect to any matter mentioned, and may be modified only by a writing signed by the Parties in interest at the time of the modification.

12.5 WAIVERS. Waiver by Landlord of any provision shall not waive any other provision or any subsequent breach of the same or any other provision. Landlord's consent to or approval of any act shall not render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act.

12.6 BINDING EFFECT. Subject to any provisions restricting assignment or subletting, this Lease shall bind the Parties, their personal representatives, successors and assigns.

12.7.1 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation or administrative proceeding shall be exclusively in Orange County, Florida.

12.8 CAPTIONS. The captions for each section of this Lease are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Lease, or the intent of any provision hereof.

12.9 SEVERABILITY. Whenever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or held invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of this Lease.

12.10 NO THIRD-PARTY BENEFICIARIES. It is the intent and understanding of Tenant and Landlord that this Lease is solely between them and for their benefit and, accordingly, no party other than Tenant and Landlord shall have any rights or privileges under this Lease either as third party beneficiaries or otherwise.

12.11 SIGNS. Tenant may place its signs upon the Premises.

13. **QUIET ENJOYMENT.** Upon the Tenant's payment of the rents herein provided, the Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by the Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord. Tenant's covenants, are given in exchange for, and their performance is dependent upon quiet enjoyment of the Premises and the performance of Landlord's duties under this Lease. Without limiting the foregoing, on failure of Landlord to perform any duty, including the duty to make repairs, pay taxes, assessments and charges, and meet other obligations imposed by law or this Lease, Tenant's remedies shall include the right to make the repairs, pay the taxes, assessments or charges, or meet the obligations, and charge Landlord for the costs thereof, provided Tenant shall allow Landlord a reasonable time after written notice to commence and complete performance of such duties except where Tenant has reason to believe its own property or interests are in imminent danger of damage or prejudice.

14. **ADDRESSES, NOTICES.** The initial addresses of the parties are:

LANDLORD:

COPY TO:

TENANT:

City of Ocoee, Florida
1 North Bluford Avenue
Ocoee, Florida 34761
Attn.: City Manager

COPY TO:

Richard S. Geller,
City Attorney for the City of Ocoee
Fishback Dominick
1947 Lee Road
Winter Park, FL 32798

15. **NOTICES.** Each party will notify the other promptly of any change in address. Any notices required or permitted shall be in writing and served or by certified mail addressed to the most recent address of the party being served.

16. **COMPLIANCE WITH LAWS.** Notwithstanding anything contained herein to the contrary, Tenant shall have absolutely no responsibility, cost or expense whatsoever for any condition which existed prior to Tenant's occupancy of the Premises which is or was in noncompliance, breach or violation of any and all laws. Further, Landlord warrants, in the event that it prepares the Premises for Tenant's use, that upon Commencement of the Term, the Premises shall comply with all local, municipal and governmental laws, ordinances, codes, rules and regulations, including ADA, which govern the Premises.

17. **SURVIVAL.** The obligations of Landlord and Tenant under this Lease arising by reason of any occurrence taking place during the term of this Lease shall survive the termination or expiration of this Lease.

[SIGNATURES TO FOLLOW]

LANDLORD:

TENANT:

City of Ocoee, Florida

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “A”
DESCRIPTION OF PREMISES



FREE PUBLIC PARKING

SPONSORED BY





Meeting Date: December 5, 2023
Item #: 12

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of the Drainage Easement Agreement with GS Crown Point Owner, LLC (FKA Wire Development) for Drainage Outfall Pipe going under a New City Road in the Ocoee Crown Point PUD for the Ocoee Crown Point Mixed-Use project. (Development Services Director Rumer)

Background Summary:

The Ocoee Crown Point PUD currently has a new Orange County Public Schools (OCPS) Technology Center on a tract owned by OCPS. However, a new road to access the Technology Center is being constructed by OCPS on a tract being purchased by GS Crown Point Owner, LLC (FKA Wire Development) for the Ocoee Crown Point Mixed-Use Project. A drainage outfall pipe is being placed under the road to take the stormwater from the Ocoee Crown Point Mixed-Use Project Tract to Pond 10 on OCPS land. In order to have the pipe under the new public road, a drainage easement is required.

Issue:

Should the Honorable Mayor and City Commissioners approve a Drainage Easement Agreement with GS Crown Point Owner, LLC (FKA Wire Development) for a drainage outfall pipe going under a new City road in the Ocoee Crown Point PUD for the Ocoee Crown Point Mixed-Use Project?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve a Drainage Easement Agreement with GS Crown Point Owner, LLC (FKA Wire Development) for a drainage outfall pipe going under a new City road in the Ocoee Crown Point PUD for the Ocoee Crown Point Mixed-Use Project?

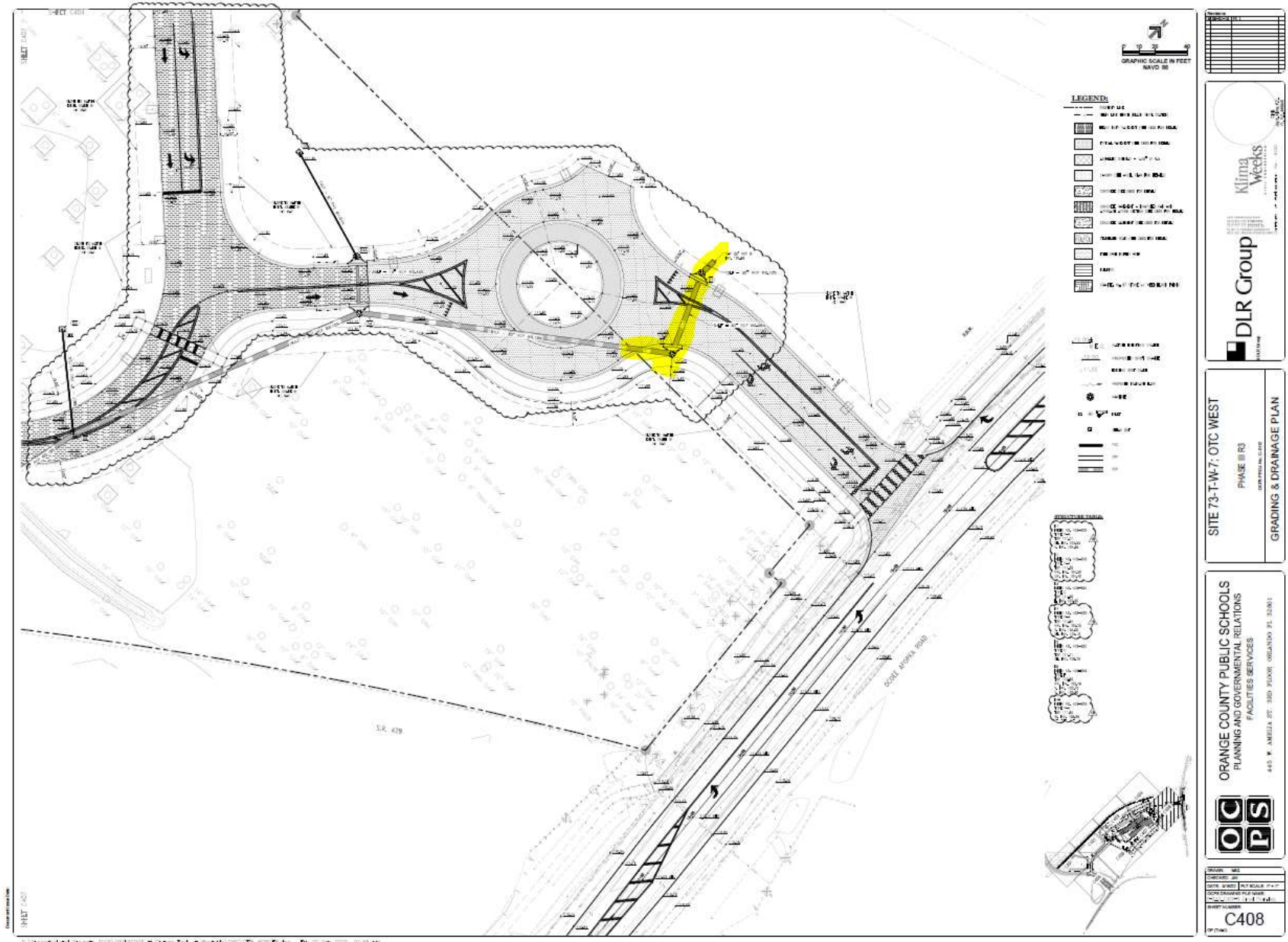
Attachments:

1. Outfall Pipe Location Map
2. Drainage Easement for Pond 10 Outfall Pipe

Financial Impacts:

N/A

Type of Item: Consent



INSTRUMENT PREPARED BY
AND RETURN TO:

Greenberg Traurig, P.A.
333 SE 2nd Ave., 41st Floor
Miami, FL 33131
Attn: Kimberly S. LeCompte, Esq.

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT ("Agreement") is made as of _____, 2023 (the "Effective Date"), by and between **CITY OF OCOEE**, a Florida municipal corporation, established under the laws of the State of Florida, with an address of 150 N. Lakeshore Drive, Ocoee, Florida 34761 ("Grantor"), and **GS CROWN POINT OWNER, LLC**, a Delaware limited liability company, with an address of _____ ("Grantee").

Recitals

- A. Grantor is the fee simple owner of the property more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Grantor Parcel").
- B. Grantee is the fee simple owner of the property more particularly described on **Exhibit "B"** attached hereto and made a part hereof (the "Grantee Parcel").
- C. As of the Effective Date of this Agreement, a pond and associated outfall pipes providing for stormwater management have been constructed, installed and located on property owned by the School Board of Orange County, Florida (the "Pond 10 Facilities"), and certain pipes that are included in the Pond 10 Facilities exist over, under, upon, through and across a portion of the Grantor Parcel, as more particularly described and depicted on **Exhibit "C"** attached hereto and made a part hereof (collectively, the "ROW Drainage Facilities").
- D. Grantee desires to obtain a perpetual and non-exclusive drainage easement from Grantor over, under, upon, through and across the portion of the Grantor Parcel upon which the ROW Drainage Facilities are located (the "Easement Parcel") for the construction, installation, connecting and maintaining of the ROW Drainage Facilities and stormwater drainage serving the Grantee Parcel.

NOW, THEREFORE, in consideration of the foregoing Recitals and the further provisions of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated by this reference as substantive provisions of this Agreement.

2. **Grant of Drainage Easement.** Grantor hereby grants to Grantee a perpetual non-exclusive easement, for the benefit of Grantee, over, under, upon, through and across the Easement Parcel, for the construction, installation, connecting and maintaining of the ROW Drainage Facilities and stormwater drainage serving the Grantee Parcel (the "Drainage Easement").

3. **Maintenance of ROW Drainage Facilities.**

(a) Grantor, at its sole cost and expense, agrees to maintain, repair, replace and operate the ROW Drainage Facilities consistent with all applicable laws and rules of all local, state and federal entities or agencies having jurisdiction over the ROW Drainage Facilities, including all applicable environmental resource permits and other applicable permits and approvals issued by any governmental entity or agency having jurisdiction over such ROW Drainage Facilities.

(b) Grantor, on behalf of itself and its successors and assigns, agrees not to take any action on or to the Easement Parcel which would unreasonably interfere with the operation, maintenance, or use of the ROW Drainage Facilities. Notwithstanding the foregoing, Grantor reserves unto itself and its respective successors and assigns, the right to use Easement Parcel; provided, however, that such use does not conflict with or adversely impair the easement rights granted under the Drainage Easement or interfere with or cause damage to the ROW Drainage Facilities.

4. **Relocation.** Grantor shall not be permitted to relocate the ROW Drainage Facilities without the prior written consent of Grantee, which such consent shall not be unreasonably, withheld conditioned or delayed. In the event Grantee consents to such relocation, then such relocation shall be governed by the following terms: (a) Grantor shall pay the full cost of the relocation of the ROW Drainage Facilities, including any costs associated with relocating stormwater facilities constructed on the Grantee Parcel, and (b) Grantor and Grantee shall execute and deliver an acceptable and recordable amendment to this Agreement to cover such relocated ROW Drainage Facilities. Upon the completion of any relocation, the easement herein shall be considered cancelled as to the portion of the ROW Drainage Facilities vacated by such relocation.

5. **Additional Rights.** In addition to the rights specifically granted above, Grantee shall have and is hereby granted any and all such further and ancillary rights as are or may be necessary for Grantee to be able to fully utilize and enjoy the rights specifically granted hereby, including, without limitation, a right of ingress, egress and access over other portions of the Grantor Parcel to provide access to the ROW Drainage Facilities. In connection with the exercise of any and all rights and easements granted in this Agreement, Grantee shall use commercially reasonable efforts to minimize interference with the use and enjoyment of the Grantor Parcel.

6. **Reserved Rights.** Grantor reserves unto itself, and its successors, assigns, mortgagees, tenants, lessees, and invitees the right to use the Grantor Parcel, including, without limitation, the areas affected by any easement granted herein, at any and all times for any and all purposes which do not unreasonably interfere with the exercise of the rights and easements by Grantee thereof, including, without limitation, the right to install fencing and landscaping, but specifically excluding the right to construct or install buildings, or structures, over the Easement Parcel,. Grantor also hereby reserves the right to grant other easements to other persons or entities over,

under, across and through the Grantor Parcel including, without limitation, portions of such property subjected to the easement granted in this Agreement, provided the same are not inconsistent with and do not unreasonably interfere with the purposes set forth in this Agreement.

7. **Indemnification Related to Discharges or Damage.** Grantee agrees to indemnify, defend, and hold Grantor harmless from and against any and all claims, damages, liabilities, costs, expenses, causes of action, suits and/or judgments, of whatsoever kind or nature, arising out of its use of the Easement Parcel. Grantee agrees to promptly repair, replace and/or restore (as appropriate) any damage to the Grantor Parcel resulting from the exercise of its rights under this Agreement. To the extent permitted by applicable law and expressly limited to the amounts set forth in §768.28, Fla. Stat. (2023), Grantor agrees to indemnify, defend and hold Grantee harmless from and against any and all claims, damages, liabilities, costs, expenses, causes of action, suits and/or judgments, of whatsoever kind or nature, arising out of a breach of Grantor's obligations under this Agreement. Grantor agrees to promptly repair, replace and/or restore (as appropriate) any damage to the ROW Drainage Facilities resulting from the exercise of its reserved rights under this Agreement. Other than the above limited indemnity not to exceed the amounts set forth in §768.28 Fla. Stat. (2023), nothing in this agreement shall be construed as a waiver of Grantor's sovereign immunity.

8. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing, and shall be mailed by certified or registered mail, postage prepaid, or sent by Federal Express or similar overnight delivery service, addressed to the recipient at its address set forth in this Agreement or, as to the undersigned parties' successors and assigns, as contained in the records of the Property Appraiser of Orange County, Florida. Notice shall be deemed given upon receipt or rejection by the recipient.

9. **Binding Effect.** The terms, conditions and other provisions set forth herein shall run with the title to the Grantor Parcel and Grantee Parcel and each part thereof and shall bind and inure to the benefit of the undersigned parties and their respective successors and assigns.

10. **Severability.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement and the application of the subject term, covenant, condition or provision to persons or circumstances other than those to which it was held invalid, illegal or unenforceable shall not be affected thereby, and each term, covenant condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

11. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors, and assigns. Time is of the essence of this Agreement. Wherever, under the terms and provisions of this Agreement, the time for performance falls upon a Saturday, Sunday, or legal holiday recognized by the Federal government or the State of Florida, such time for performance shall be extended to the next day that is after such date and is not a Saturday, Sunday or legal holiday. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations.

12. **Covenants Running with the Land.** The provisions of this Agreement shall constitute covenants running with the land pursuant to Florida law.

13. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall lie exclusively in the state courts in and for Orange County, Florida.

14. **Attorneys' Fees.** In the event of a dispute concerning the interpretation and/or enforcement of the terms hereof, the prevailing party in any such dispute shall be entitled to recover from the non-prevailing party costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees, paralegal, consultant and other expenses incurred prior to trial, at trial, on appeal or in connection with any administrative or bankruptcy proceedings.

15. **Multiple Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original document and all of which together shall constitute one and the same Agreement. Signature and acknowledgement pages may be detached from the counterparts and collated to physically form one document.

16. **Further Assurances** The parties hereby agree that at any time following a request therefore 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 or effectuate the obligations of either party hereunder.

17. **Entire Agreement; Modification.** This Agreement contains the entire agreement of the parties and may not be changed except by written agreement duly executed by the parties hereto. This Agreement supersedes any prior understanding and agreements between the parties with respect to the subject matter hereof, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.

18. **Authority.** Each party warrants and represents, with respect to itself, that neither the execution nor the performance of this Agreement requires any consent, vote or approval which has not been obtained, or at the appropriate time shall not have been given or obtained, nor shall it result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have made this Agreement as of the day and year first above written.

WITNESSES:

GRANTOR

CITY OF OCOEE, FLORIDA
a Florida municipal corporation

Print Name:_____

Print Name:_____

By: _____
Name: _____
Title: _____

Attest: _____
_____, City Clerk

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE. APPROVED AS TO FORM
AND LEGALITY THIS ____ DAY OF
_____, 20__.

_____, 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 _____, 20__, by _____, as _____ of CITY OF OCOEE, FLORIDA, a Florida municipal corporation, on behalf of the corporation. He/She is either personally known to me or has produced the following identification: _____.

(SEAL)

Notary Public: _____
My Commission Expires: _____

WITNESSES:

GRANTEE

GS CROWN POINT OWNER, LLC,
a Delaware limited liability company

Print Name:_____

By: _____

Name: _____

Title: _____

Print Name:_____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, as _____ of GS CROWN POINT OWNER, LLC, a Delaware limited liability company, on behalf of the company. She/He is either personally known to me or has produced the following identification: _____.

(SEAL)

Notary Public:_____

My Commission Expires:_____

EXHIBIT “A”

Grantor Parcel

EXHIBIT “B”

Grantee Parcel

EXHIBIT “C”

ROW Drainage Facilities

STAFF REPORT

Meeting Date: December 5, 2023
Item #: 13

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of a Drainage Easement Agreement for Pond 8 in the Ocoee Crown Point PUD with GS Crown Point Owner, LLC (FKA Wire Development) for the Ocoee Crown Point Mixed-Use Project. (Development Services Director Rumer)

Background Summary:

GS Crown Point Owner, LLC (FKA Wire Development) is under contract to purchase tracts of land within the Ocoee Crown Point PUD and has an approved site plan to develop a mixed-use development project known as the Ocoee Crown Point Mixed-Use Project. In order for the proposed mixed-use development to drain the site's stormwater into an existing City pond, a perpetual and non-exclusive drainage easement is required from the City to the developer. The existing pond is located at the southwest corner of Ocoee Crown Point Parkway and Stonegate Drive. The easement is to provide access for the site's stormwater to run under, upon, through, and across the portion of Ocoee Crown Point Parkway adjacent to the development and into the City's pond. The pond was created to not only capture stormwater from Ocoee Crown Point Parkway but also to form the tracts developing as the Ocoee Crown Point Mixed-Use Project.

Issue:

Should the Honorable Mayor and City Commissioners approve a Drainage Easement Agreement for Pond 8 in the Ocoee Crown Point PUD with GS Crown Point Owner, LLC (FKA Wire Development) for the Ocoee Crown Point Mixed-Use Project?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve a Drainage Easement Agreement for Pond 8 in the Ocoee Crown Point PUD with GS Crown Point Owner, LLC (FKA Wire Development) for the Ocoee Crown Point Mixed-Use Project.

Attachments:

1. Ocoee Crown Point Pond 8 Drainage Easement
2. Ocoee Crown Point Pond 8 Easement location map

Financial Impacts:

N/A

Type of Item: Consent

INSTRUMENT PREPARED BY
AND RETURN TO:

Joseph P. Covelli, Esq.
Johnson Pope Bokor Ruppel & Burns, LLP
401 E. Jackson Street, Suite 3100
Tampa, FL 33602

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT ("Agreement") is made as of _____, 2023__ (the "Effective Date"), by and between **CITY OF OCOEE**, a Florida municipal corporation, established under the laws of the State of Florida, with an address of 150 N. Lakeshore Drive, Ocoee, Florida 34761 ("Grantor"), and **GS CROWN POINT OWNER, LLC**, a Delaware limited liability company, with an address of _____ ("Grantee").

Recitals

- A. Grantor is the fee simple owner of the property more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Grantor Parcel").
- B. Grantee is the fee simple owner of the property more particularly described on **Exhibit "B"** attached hereto and made a part hereof (the "Grantee Parcel").
- C. As of the Effective Date of this Agreement, a pond and associated outfall pipes providing for stormwater management have been constructed, installed and located on the Grantor Parcel, as more particularly described and depicted on **Exhibit "C"** attached hereto and made a part hereof (collectively, the "Drainage Facilities").
- D. Grantee desires to obtain a perpetual and non-exclusive drainage easement from Grantor over, under, upon, through and across the portion of the Grantor Parcel upon which the Drainage Facilities are located (the "Easement Parcel") for surface water and stormwater drainage serving the Grantee Parcel.

NOW, THEREFORE, in consideration of the foregoing Recitals and the further provisions of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

- 1. **Recitals.** The foregoing recitals are true and correct and are incorporated by this reference as substantive provisions of this Agreement.
- 2. **Grant of Drainage Easement.** Grantor hereby grants to Grantee a perpetual non-exclusive easement, for the benefit of Grantee, over, under, upon, through and across the Easement

Parcel, for the purpose of providing attenuation and drainage of stormwater runoff for the benefit of and serving the Grantee Parcel (the "Drainage Easement").

3. **Maintenance of Drainage Facilities.**

(a) Grantor, at its sole cost and expense, agrees to maintain, repair, replace and operate the Drainage Facilities consistent with all applicable laws and rules of all local, state and federal entities or agencies having jurisdiction over the Drainage Facilities, including all applicable environmental resource permits and other applicable permits and approvals issued by any governmental entity or agency having jurisdiction over such Drainage Facilities.

(b) Grantor, on behalf of itself and its successors and assigns, agrees not to take any action on or to the Easement Parcel which would unreasonably interfere with the operation, maintenance, or use of the Drainage Facilities. Notwithstanding the foregoing, Grantor reserves unto itself and its respective successors and assigns, the right to use Easement Parcel; provided, however, that such use does not conflict with or adversely impair the easement rights granted under the Drainage Easement or interfere with or cause damage to the Drainage Facilities.

4. **Relocation.** Grantor shall not be permitted to relocate the Drainage Facilities without the prior written consent of Grantee. In the event Grantee consents to such relocation, then such relocation shall be governed by the following terms (a) Grantor shall pay the full cost of the relocation of the Drainage Facilities, including any costs associated with relocating stormwater facilities constructed on the Grantee Parcel and (b) Grantor and Grantee shall execute and deliver an acceptable and recordable amendment to this Agreement to cover such relocated Drainage Facilities. Upon the completion of any relocation, the easement herein shall be considered cancelled as to the portion of the Drainage Facilities vacated by such relocation.

5. **Additional Rights.** In addition to the rights specifically granted above, Grantee shall have and is hereby granted any and all such further and ancillary rights as are or may be reasonably necessary for Grantee to be able to fully utilize and enjoy the rights specifically granted hereby, including, without limitation, a right of ingress, egress and access over other portions of the Grantor Parcel to provide access to the Drainage Facilities in such locations reasonably determined by Grantor. In connection with the exercise of any and all rights and easements granted in this Agreement, Grantee shall use commercially reasonable efforts to minimize interference with the use and enjoyment of the Grantor Parcel

6. **Reserved Rights.** Grantor reserves unto itself, and its successors, assigns, mortgagees, tenants, lessees, and invitees the right to use the Grantor Parcel, including, without limitation, the areas affected by any easement granted herein, at any and all times for any and all purposes which do not unreasonably interfere with the exercise of the rights and easements by Grantee thereof, including, without limitation, the right to install fencing and landscaping, but specifically excluding the right to construct or install buildings, or structures, over the Easement Parcel,. Grantor also hereby reserves the right to grant other easements to other persons or entities over, under, across and through the Grantor Parcel including, without limitation, portions of such property subjected to the easement granted in this Agreement, provided the same are not inconsistent with and do not unreasonably interfere with the purposes set forth in this Agreement.

7. **Indemnification Related to Discharges or Damage.** Grantee agrees to indemnify, defend, and hold Grantor harmless from and against any and all claims, damages, liabilities, costs, expenses, causes of action, suits and/or judgments, of whatsoever kind or nature, arising out of its use of the Easement Parcel. Grantee agrees to promptly repair, replace and/or restore (as

appropriate) any damage to the Grantor Parcel resulting from the exercise of its rights under this Agreement. To the extent permitted by applicable law and expressly limited to the amounts set forth in §768.28, Fla. Stat. (2023), Grantor agrees to indemnify, defend and hold Grantee harmless from and against any and all claims, damages, liabilities, costs, expenses, causes of action, suits and/or judgments, of whatsoever kind or nature, arising out of a breach of Grantor's obligations under this Agreement. Grantor agrees to promptly repair, replace and/or restore (as appropriate) any damage to the Drainage Facilities resulting from the exercise of its reserved rights under this Agreement. Other than the above limited indemnity not to exceed the amounts set forth in §768.28 Fla. Stat. (2023), nothing in this agreement shall be construed as a waiver of Grantor's sovereign immunity.

8. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing, and shall be mailed by certified or registered mail, postage prepaid, or sent by Federal Express or similar overnight delivery service, addressed to the recipient at its address set forth in this Agreement or, as to the undersigned parties' successors and assigns, as contained in the records of the Property Appraiser of Orange County, Florida. Notice shall be deemed given upon receipt or rejection by the recipient.

9. **Binding Effect.** The terms, conditions and other provisions set forth herein shall run with the title to the Grantor Parcel and Grantee Parcel and each part thereof and shall bind and inure to the benefit of the undersigned parties and their respective successors and assigns.

10. **Severability.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement and the application of the subject term, covenant, condition or provision to persons or circumstances other than those to which it was held invalid, illegal or unenforceable shall not be affected thereby, and each term, covenant condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

11. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors, and assigns. Time is of the essence of this Agreement. Wherever, under the terms and provisions of this Agreement, the time for performance falls upon a Saturday, Sunday, or legal holiday recognized by the Federal government or the State of Florida, such time for performance shall be extended to the next day that is after such date and is not a Saturday, Sunday or legal holiday. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations.

12. **Covenants Running with the Land.** The provisions of this Agreement shall constitute covenants running with the land pursuant to Florida law.

13. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall lie exclusively in the state courts in and for Orange County, Florida.

14. **Attorneys' Fees.** In the event of a dispute concerning the interpretation and/or enforcement of the terms hereof, the prevailing party in any such dispute shall be entitled to recover from the non-prevailing party costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees, paralegal, consultant and other expenses incurred prior to trial, at trial, on appeal or in connection with any administrative or bankruptcy proceedings.

15. **Multiple Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original document and all of which together shall constitute one and the same Agreement. Signature and acknowledgement pages may be detached from the counterparts and collated to physically form one document.

16. **Further Assurances** The parties hereby agree that at any time following a request therefore 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 or effectuate the obligations of either party hereunder.

17. **Entire Agreement; Modification.** This Agreement contains the entire agreement of the parties and may not be changed except by written agreement duly executed by the parties hereto. This Agreement supersedes any prior understanding and agreements between the parties with respect to the subject matter hereof, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.

18. **Authority.** Each party warrants and represents, with respect to itself, that neither the execution nor the performance of this Agreement requires any consent, vote or approval which has not been obtained, or at the appropriate time shall not have been given or obtained, nor shall it result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have made this Agreement as of the day and year first above written.

WITNESSES:

GRANTOR

CITY OF OCOEE, FLORIDA
a Florida municipal corporation

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

Attest: _____
_____, City Clerk

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE. APPROVED AS TO FORM
AND LEGALITY THIS ____ DAY OF
_____, 20__.

_____, 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 _____, 20__, by _____, as _____ of CITY OF OCOEE, FLORIDA, a Florida municipal corporation, on behalf of the corporation. He/She is either personally known to me or has produced the following identification: _____.

(SEAL)

Notary Public: _____

My Commission Expires: _____

WITNESSES:

GRANTEE

GS CROWN POINT OWNER, LLC,
a Delaware limited liability company

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, as _____ of GS CROWN POINT OWNER, LLC, a Delaware limited liability company, on behalf of the company. She/He is either personally known to me or has produced the following identification: _____.

(SEAL)

Notary Public: _____

My Commission Expires: _____

EXHIBIT “A”

Grantor Parcel

EXHIBIT “B”

Grantee Parcel

EXHIBIT “C”

Drainage Facilities

[See attached.]

DESCRIPTION

Tract B, Ocoee Crown Point PUD Phase 1, according to the plat thereof, as recorded in Plat Book 63, Pages 24 through 26, of the Public Records of Orange County, Florida.

Containing 4.1 acres, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North line of Tract B, per Ocoee Crown Point PUD Phase 1, according to the plat thereof, as recorded in Plat Book 63, Pages 24 through 26, of the Public Records of Orange County, Florida, being N85°05'10"E (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR WIRE DEVELOPMENT LLC CITY OF OCOEE	Date: NOVEMBER 13, 2023 AA		Certification Number LB2108 67730011
	Job Number: 67730	Scale: 1" = 100'	 SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 3 SEE SHEET 2 FOR SKETCH		
EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288			

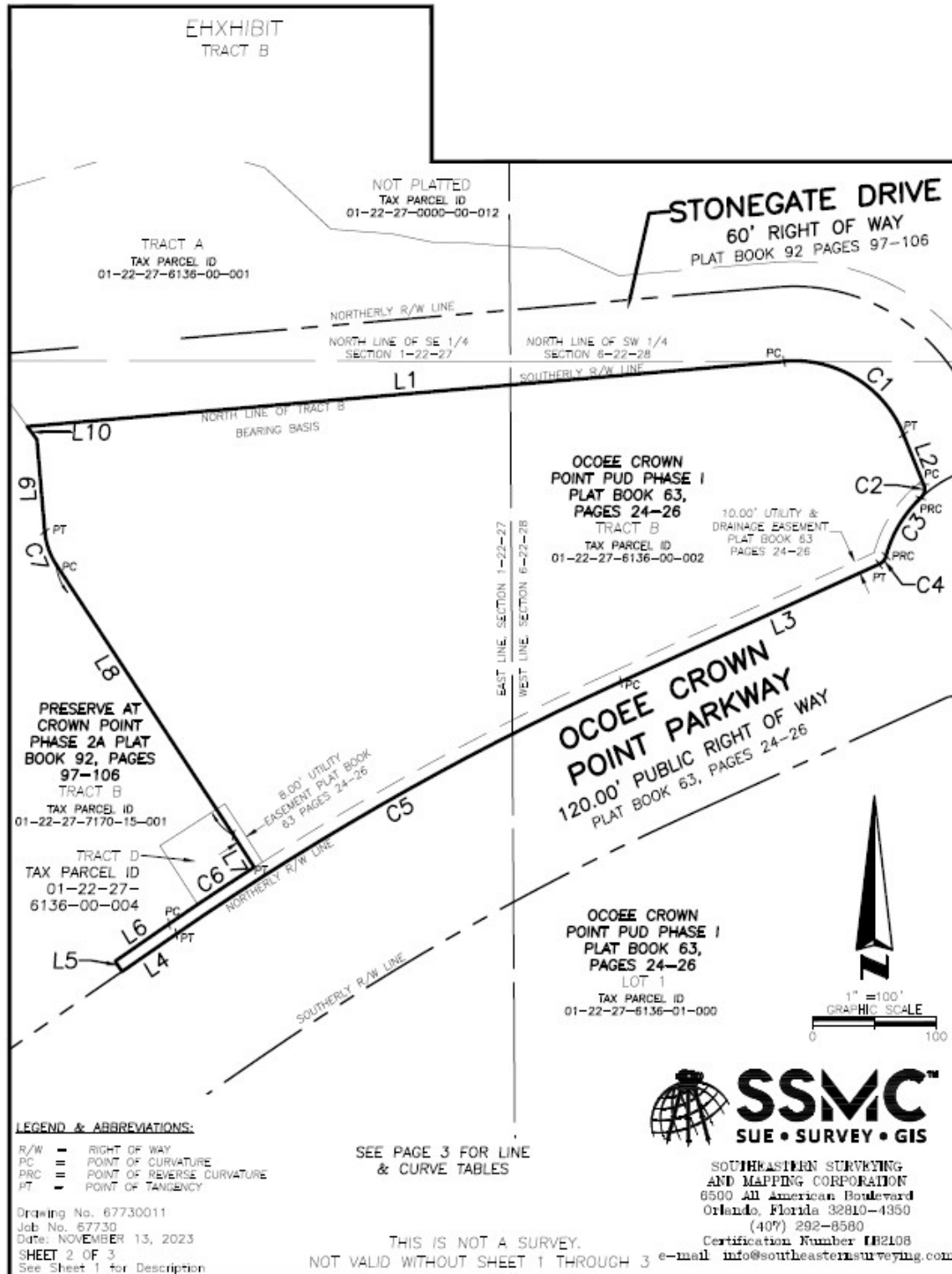


EXHIBIT
TRACT B

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S85°05'10"W	612.39'
L2	N22°03'35"W	43.13'
L3	S65°32'44"W	228.74'
L4	N55°24'17"E	53.06'
L5	S34°35'43"E	10.00'
L6	S55°24'17"W	53.06'
L7	S32°47'58"E	30.75'
L8	S33°17'33"E	260.28'
L9	S04°54'50"E	74.37'
L10	S36°32'27"E	13.08'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	95.00'	72°51'15"	120.80'	N58°29'12"W	112.82'
C2	10.00'	68°40'35"	11.99'	N12°16'42"E	11.28'
C3	100.00'	31°33'32"	55.08'	S30°50'14"W	54.39'
C4	10.00'	50°29'16"	8.81'	S40°18'06"W	8.53'
C5	2330.00'	10°08'28"	412.40'	N60°28'31"E	411.86'
C6	2340.00'	2°00'45"	82.19'	N56°24'39"E	82.19'
C7	57.55'	28°22'43"	28.50'	N19°06'12"W	28.21'



LEGEND & ABBREVIATIONS:

R/W = RIGHT OF WAY
PC = POINT OF CURVATURE
PRC = POINT OF REVERSE CURVATURE
PT = POINT OF TANGENCY

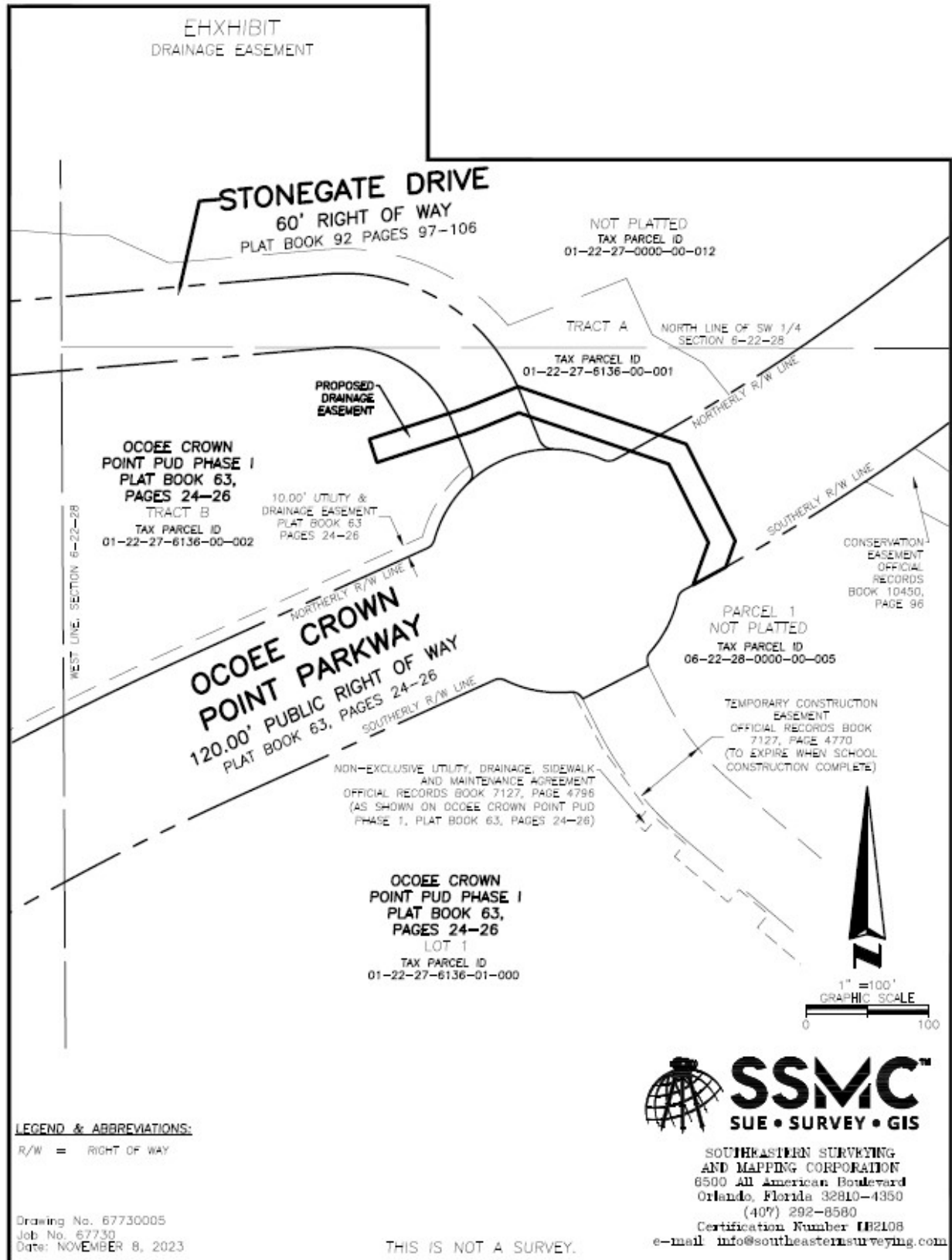
Drawing No. 67730011
Job No. 67730
Date: NOVEMBER 13, 2023
SHEET 3 OF 3
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 3 e-mail info@southeasternsurveying.com



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number 182108



DESCRIPTION

A portion of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

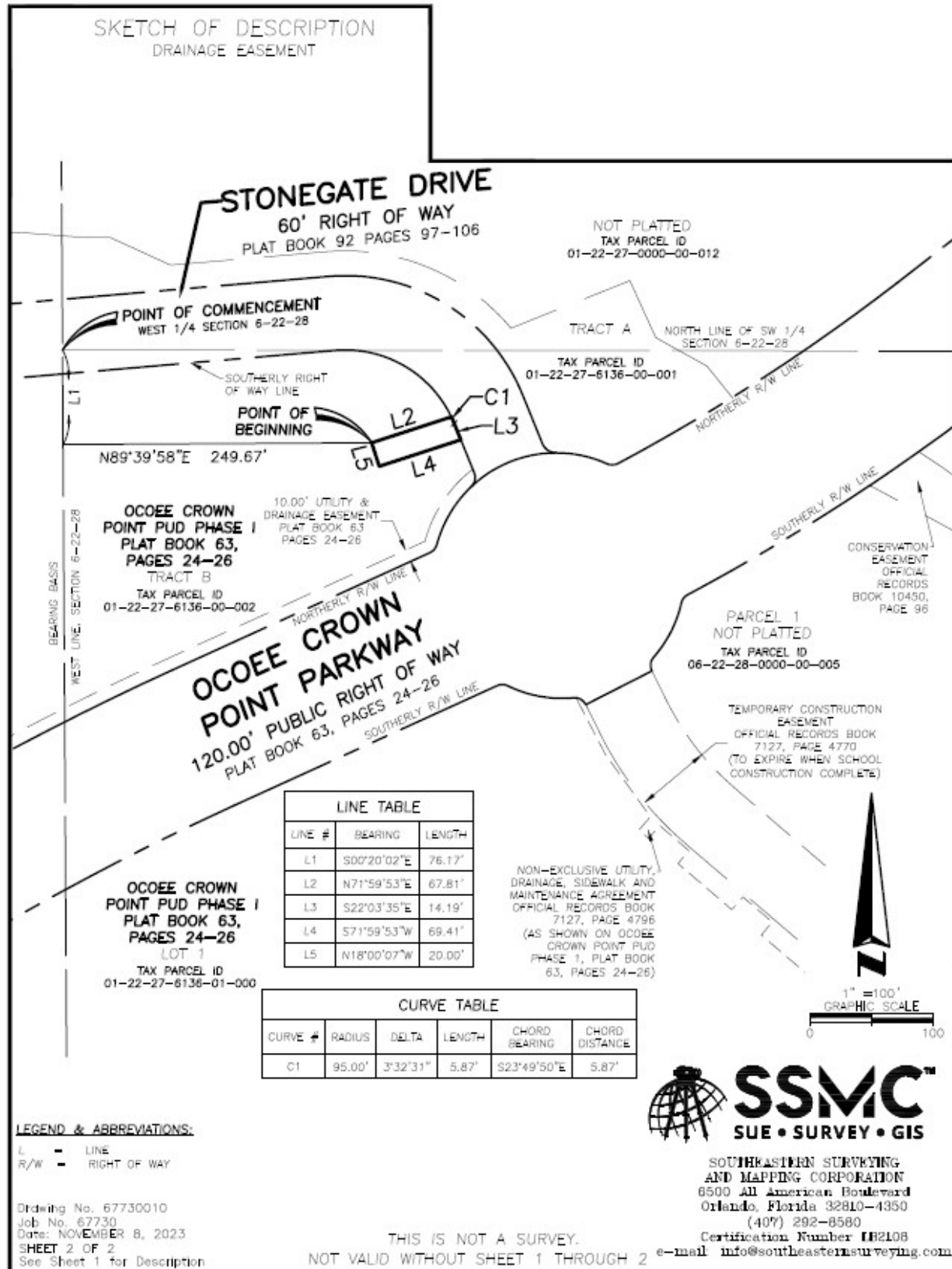
COMMENCE at the West quarter corner of Section 6, Township 22 South, Range 28 East, Orange County, Florida; thence South 00°20'02" East, a distance of 76.17 feet along the West line of said Section 6; thence departing said West line, North 89°39'58" East, a distance of 249.67 feet to the **POINT OF BEGINNING**; thence North 71°59'53" East, a distance of 67.81 feet to the Southerly right of way line of Stonegate Drive, a 60' public right of way, per Plat Book 92, pages 97 through 106, Public Records of Orange County, Florida and to a point of curvature of a curve concave Southwesterly, having a radius of 95.00 feet and central angle of 03°32'31"; thence along said Southerly right of way line, the following two (2) courses and distances; Northwesterly along the arc of said curve a distance of 5.87 feet; thence South 22°03'35" East, a distance of 14.19 feet; thence departing said Southerly right of way line the following two (2) courses and distances; South 71°59'53" West, a distance of 69.41 feet; thence North 18°00'07" West, a distance of 20.00 feet; to the **POINT OF BEGINNING**.

Containing 1,374 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on West line of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being S00°20'02"E (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR WIRE DEVELOPMENT LLC CITY OF OCOEE	Date:	NOVEMBER 8, 2023 AA		Certification Number LB2108	67730010
	Job Number:	67730		 SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 Al Americal Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com	
	Scale:	1" = 100'			
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.				
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH				EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288	



DESCRIPTION

A portion of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

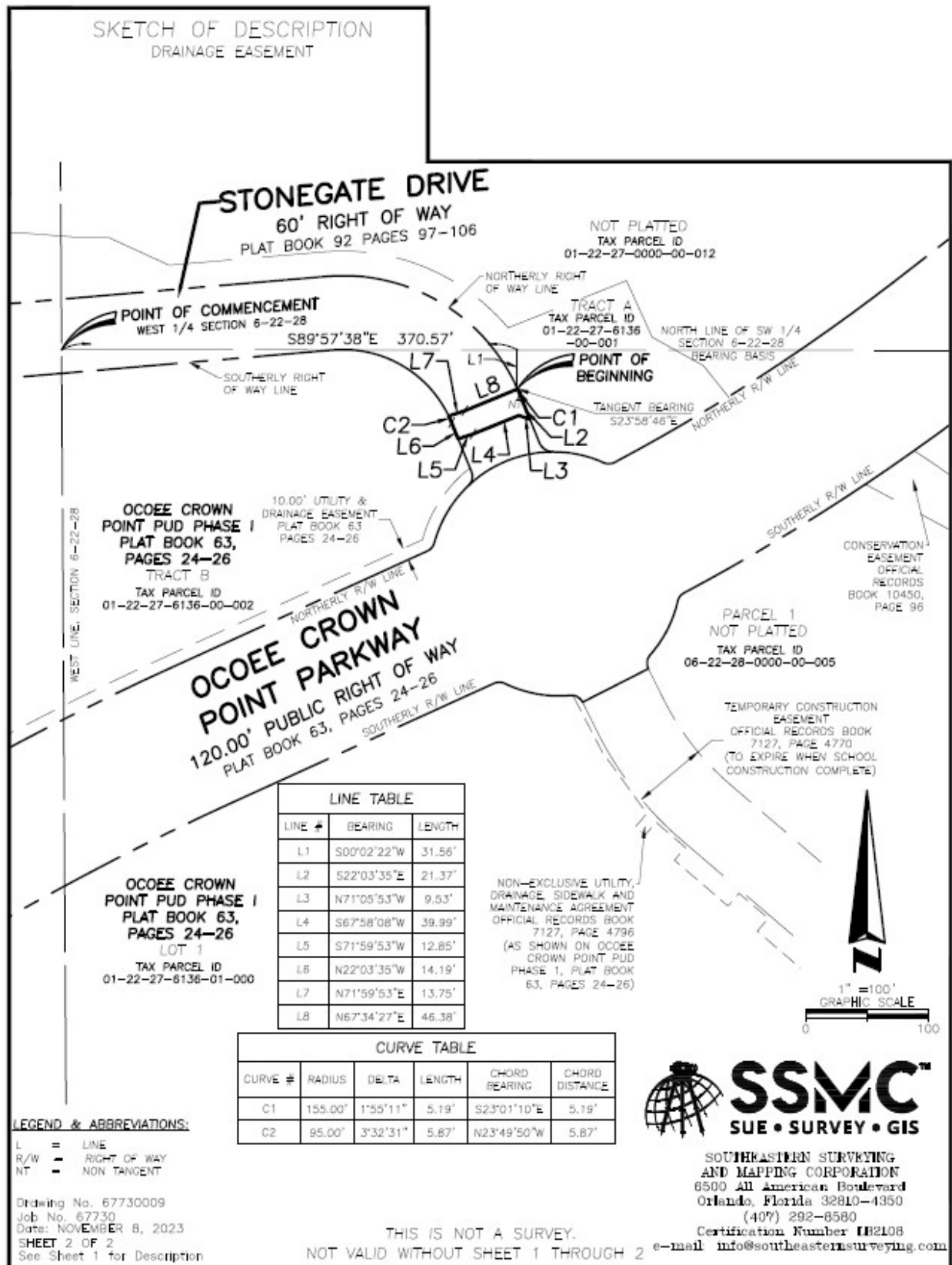
COMMENCE at the West quarter corner of Section 6, Township 22 South, Range 28 East, Orange County, Florida; thence South 89°57'38" East, a distance of 370.57 feet along the North line of the Southwest quarter of said Section 6; thence departing said North line, South 00°02'22" West, a distance of 31.56 feet to the Northerly right of way line of Stonegate Drive, a 60' public right of way, per Plat Book 92, pages 97 through 106, Public Records of Orange County, Florida, and a point on a non tangent curve concave Southwesterly, having a radius of 155.00 feet, a central angle of 01°55'11", and a chord bearing of South 23°01'10" East, said point also being the **POINT OF BEGINNING**; thence along said Northerly right of way line and along the arc of said curve, the following two (2) courses and distances; from a tangent bearing of South 23°58'46" East, Southeasterly a distance of 5.19 feet; thence South 22°03'35" East, a distance of 21.37 feet; thence departing said Northerly right of way line, the following three (3) courses and distances; North 71°05'53" West, a distance of 9.53 feet; thence South 67°58'08" West, a distance of 39.99 feet; thence South 71°59'53" West, a distance of 12.85 feet to Southerly right of way line of said Stonegate Drive; thence along said Southerly right of way line, the following two (2) courses and distances; North 22°03'35" West, a distance of 14.19 feet to a point of curvature of a curve concave Southwesterly, having a radius of 95.00 feet and a central angle of 03°32'31"; thence Northwesterly along the arc of said curve a distance of 5.87 feet; thence departing said Southerly right of way line, North 71°59'53" East, a distance of 13.75 feet; thence North 67°34'27" East, a distance of 46.38 feet to the aforementioned Northerly right of way line of said Stonegate Drive and the **POINT OF BEGINNING**.

Containing 1,231 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on North line of the Southwest 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being S89°57'38"E (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR WIRE DEVELOPMENT LLC CITY OF OCOEE	Date: NOVEMBER 8, 2023 AA Job Number: 67730 Scale: 1" = 100' Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	Certification Number LB2108 67730009  SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288
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DESCRIPTION

A portion of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

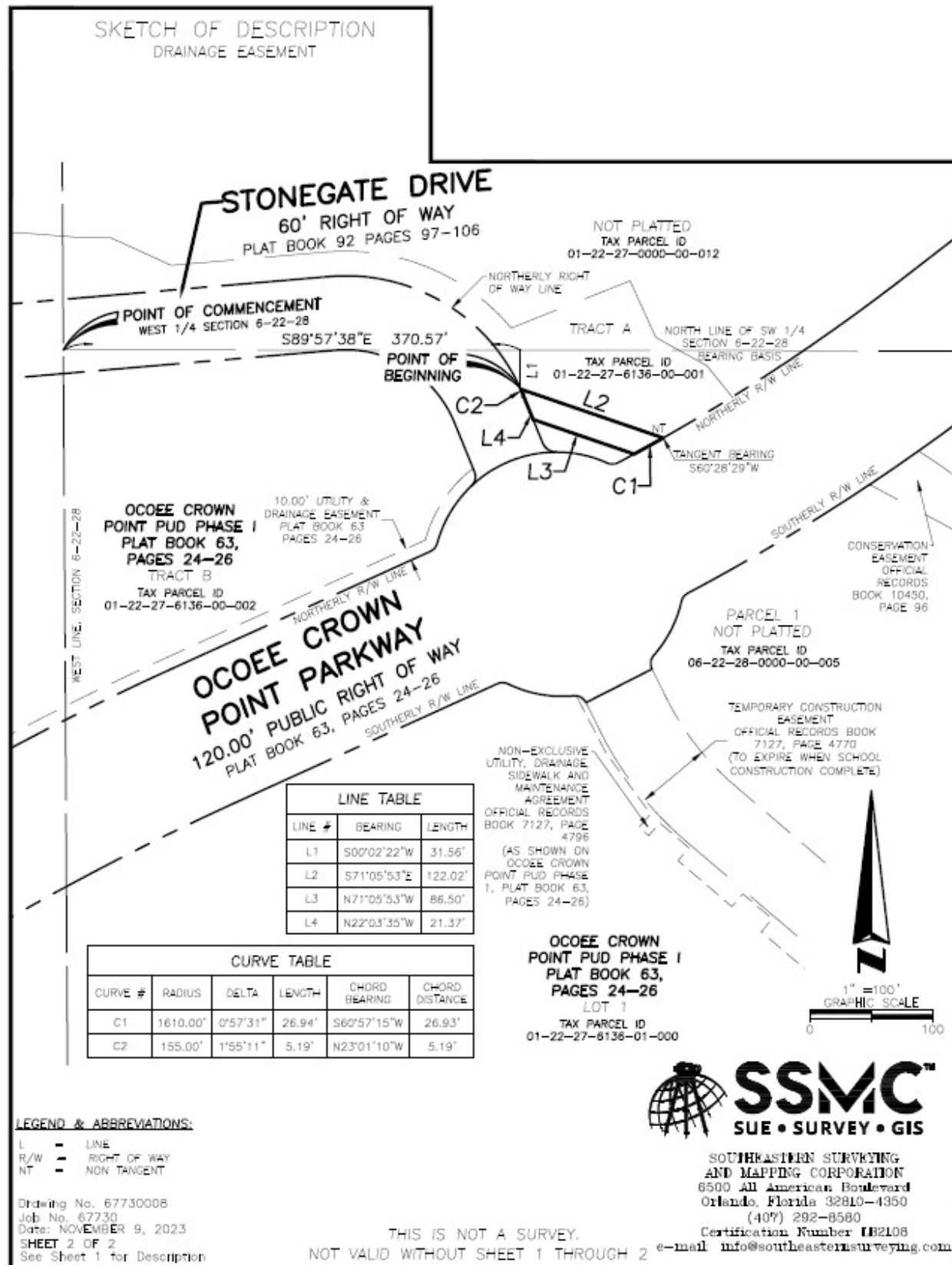
COMMENCE Commence at the West quarter corner of Section 6, Township 22 South, Range 28 East, Orange County, Florida; thence South 89°57'38" East, a distance of 370.57 feet along the North line of the Southwest quarter of said Section 6; thence departing said North line, South 00°02'22" West, a distance of 31.56 feet to the Northerly right of way line of Stonegate Drive, a 60' public right of way, per Plat Book 92, pages 97 through 106, Public Records of Orange County, Florida, and the **POINT OF BEGINNING**; thence departing said Northerly right of way line, South 71°05'53" East, a distance of 122.02 feet to the Northerly right of way line of Ocoee Crown Point Parkway, a 120 foot public right of way, per Plat Book 63, Pages 24 through 26, Public Records of Orange County, Florida and a point on a non-tangent curve concave Northwesterly, having a radius of 1,610.00 feet, a central angle of 00°57'31" and a chord bearing of South 60°57'15" West; thence from a tangent bearing South 60°28'29" West, Southwesterly 26.94 feet along the arc of said curve and said Northerly right of way line; thence departing said Northerly right of way line, North 71°05'53" West, a distance of 86.50 feet to the aforementioned the Northerly right of way line of Stonegate Drive; thence along said Northerly right of way line the following two (2) courses and distances; North 22°03'35" West, a distance of 21.37 feet to a point of curvature of a curve concave Southwesterly, having a radius of 155.00 feet and a central angle of 01°55'11"; thence Northwesterly along the arc of said curve a distance of 5.19 feet to the **POINT OF BEGINNING**.

Containing 2,085 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on North line of the Southwest 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being S89°57'38"E (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

DESCRIPTION FOR WIRE DEVELOPMENT LLC CITY OF OCOEE	Date: NOVEMBER 9, 2023 AA Job Number: 67730 Scale: 1" = 100' Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	Certification Number LB2108 67730008  SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288
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DESCRIPTION

A portion of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the West quarter corner of Section 6, Township 22 South, Range 28 East, Orange County, Florida; thence South 89°57'38" East, a distance of 485.99 feet along the North line of the Southwest quarter of said section 6; thence departing said North line, South 00°02'22" West, a distance of 71.01 feet to the Northerly right of way line of Ocoee Crown Point Parkway, a 120 foot public right of way, per Plat Book 63, Pages 24 through 26, Public Records of Orange County, Florida and the **POINT OF BEGINNING**; thence departing said Northerly right of way line the following three (3) courses and distances; South 71°05'53" East, a distance of 22.88 feet; thence South 26°45'14" East, a distance of 88.19 feet; thence South 19°44'13" West, a distance of 22.65 feet to the Southerly right of way line of said Ocoee Crown Point Parkway and a point on a non-tangent curve concave Northwesterly, having a radius of 1,497.12 feet, a central angle of 01°09'20" and a chord bearing of South 61°13'14" West; thence from a tangent bearing South 60°38'34" West, Southwesterly 30.19 feet along the arc of said curve and said Southerly right of way line; thence departing said Southerly right of way line the following three (3) courses and distances; North 19°44'13" East, a distance of 36.68 feet; thence North 26°45'14" West, a distance of 71.45 feet; thence North 71°05'53" West, a distance of 32.77 feet to the aforementioned Northerly right of way line of Ocoee Crown Point Parkway and a point on a non-tangent curve concave Northwesterly, having a radius of 1,610.00 feet, a central angle of 00°57'31" and a chord bearing of North 60°57'15" East; thence from a tangent bearing North 61°26'00" East, Northeasterly 26.94 feet along the arc of said curve and said Northerly right of way line to the **POINT OF BEGINNING**.

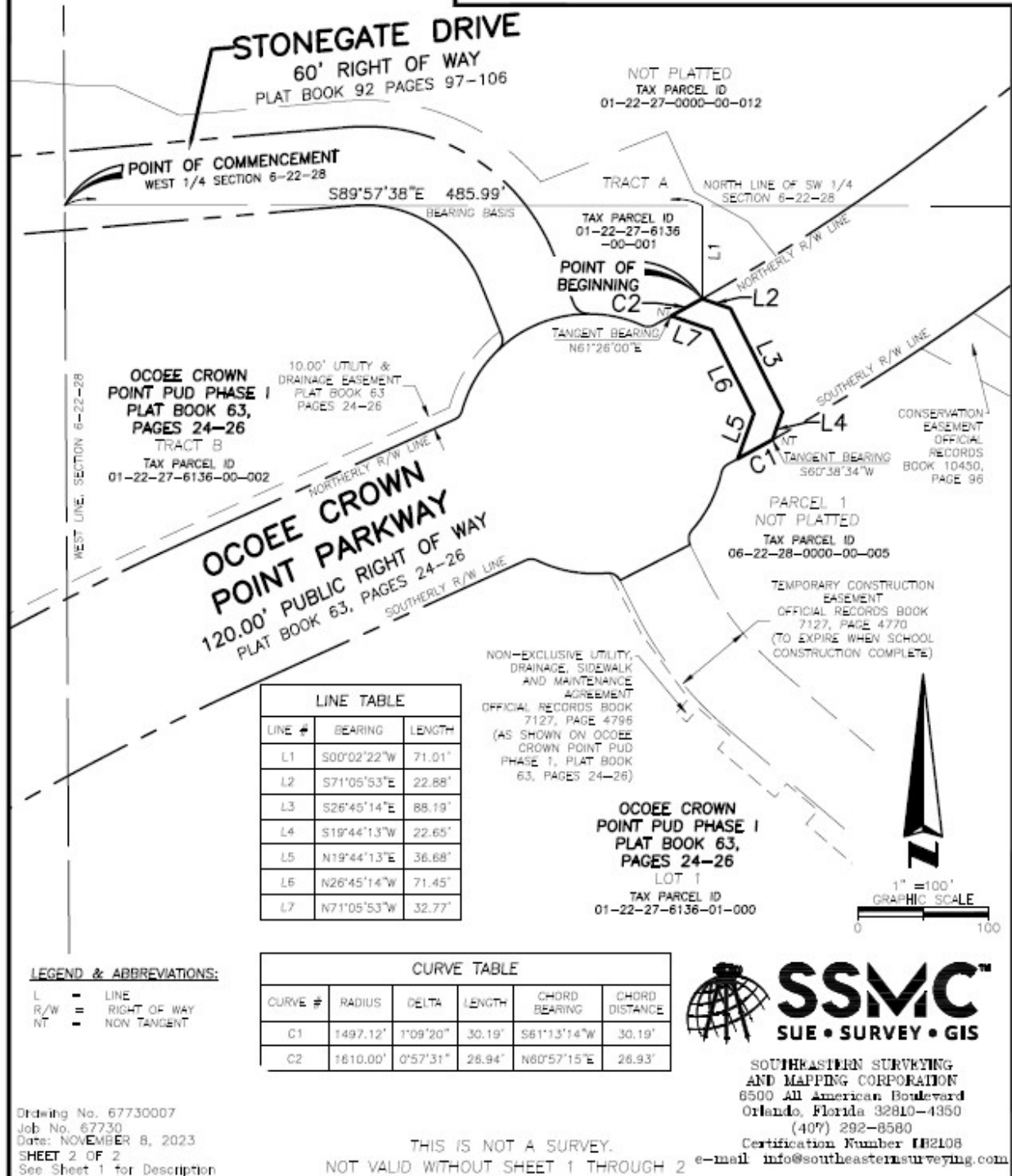
Containing 2,747 square feet, more or less.

SURVEYOR'S REPORT:

- Bearings shown hereon are based on North line of the Southwest 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being S89°57'38"E (assumed).
- I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

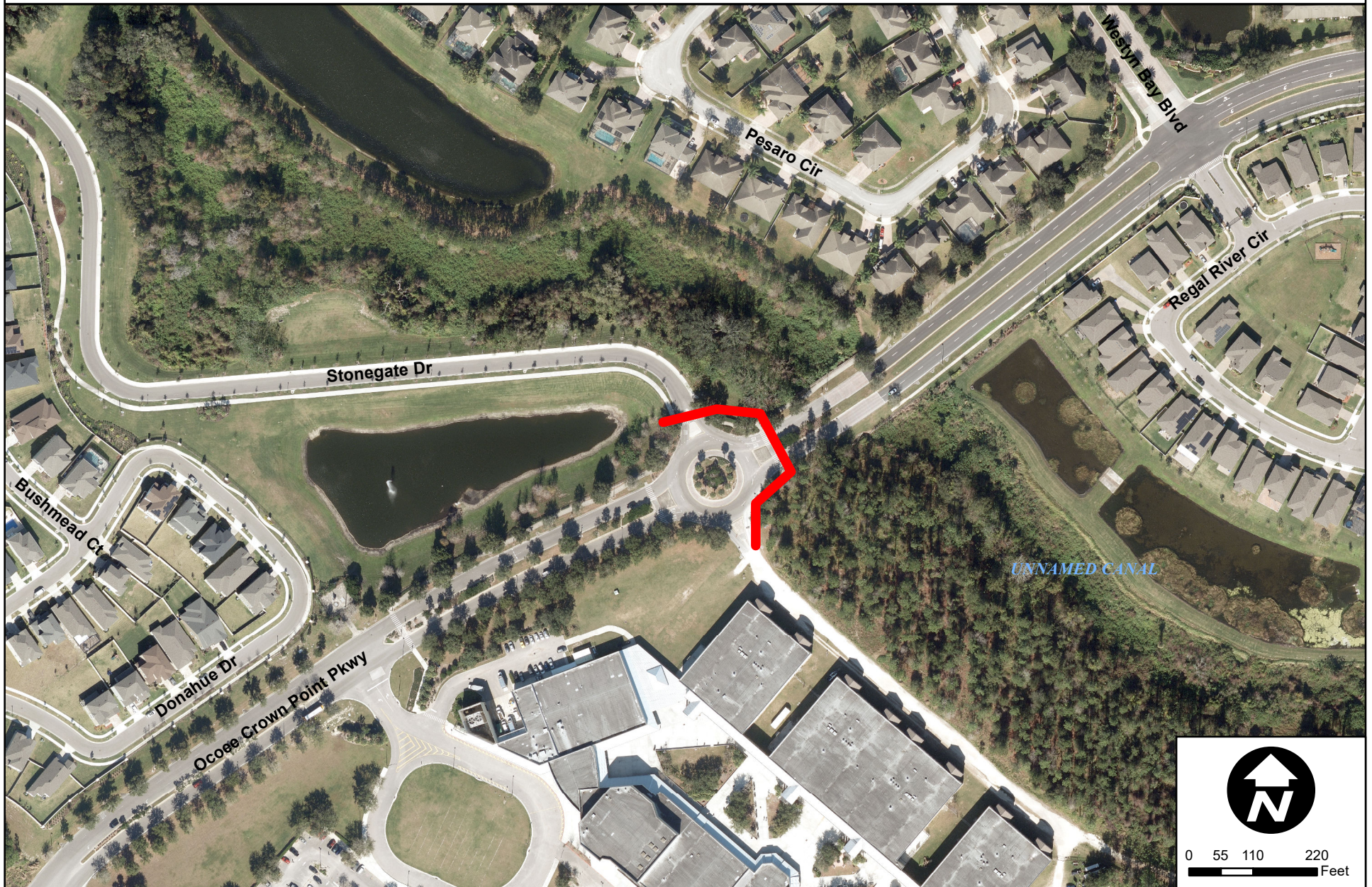
DESCRIPTION FOR WIRE DEVELOPMENT LLC CITY OF OCOEE	Date: NOVEMBER 8, 2023 AA Job Number: 67730 Scale: 1" = 100' Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	Certification Number LB2108 67730007  SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6590 All American Boulevard Orlando, Florida 32810-4350 (407) 292-9580 e-mail: info@southeasternsurveying.com EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288
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SKETCH OF DESCRIPTION
DRAINAGE EASEMENT



Location Map

Easement Area Indicated in Red





Meeting Date: December 5, 2023
Item #: 14

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval for a Drainage Easement Agreement for Pond 10 in the Ocoee Crown Point PUD Owned and Constructed by Orange County Public Schools (OCPS) on the OCPS Technical School Campus. (Development Services Director Rumer)

Background Summary:

Orange County Public Schools (OCPS) is constructing the OCPS West Side Technical School on a tract in the Ocoee Crown Point PUD that also provides stormwater retention for a tract owned by the City of Ocoee. This Drainage Easement Agreement provides legal access for the stormwater from the City's owned tract which is under contract with GS Crown Point, LLC to run over, on, and under the OCPS tract and into Pond 10. Additionally, there is an agreement for a joint-use monument sign at the entrance to the new access road and Ocoee Apopka Road, which will benefit OCPS and GS Crown Point Owner, LLC's (FKA Wire Development) projects.

Issue:

Should the Honorable Mayor and City Commissioners approve a Drainage Easement Agreement with Orange County Public Schools (OCPS) for Pond 10 on the OCPS Technical School Campus?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve a Drainage Easement Agreement with Orange County Public Schools (OCPS) for Pond 10 on the OCPS Technical School Campus.

Attachments:

1. Ocoee Crown Point - Drainage Easement Agreement (Pond 10)

Financial Impacts:

N/A

Type of Item: Consent

INSTRUMENT PREPARED BY
AND RETURN TO:

Greenberg Traurig, P.A.
333 SE 2nd Ave., 41st Floor
Miami, FL 33131
Attn: Kimberly S. LeCompte, Esq.

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (“Agreement”) is made as of _____, 202__ (the “Effective Date”), by and between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate existing under the Constitution and laws of the State of Florida, with an address of 445 Amelia Street, Orlando, Florida 32801 (“Grantor”), and **CITY OF OCOEE**, a Florida municipal corporation, with an address of 1 North Bluford Avenue, Ocoee, Florida 34761, Attn: City Manager (“Grantee”).

Recitals

- A. Grantor is the fee simple owner of the property more particularly described on **Exhibit “A”** attached hereto and made a part hereof which totals approximately 37.5 acres (the “Grantor Parcel”).
- B. Grantee is the fee simple owner of the property more particularly described on **Exhibit “B”** attached hereto and made a part hereof which totals approximately 16.19 acres (the “Grantee Parcel”).
- C. Grantor has agreed to complete after the Effective Date of this Agreement, construction of a pond, connections, and associated outfall pipes on the Grantor Parcel providing for stormwater management, as more particularly described and depicted on **Exhibit “C”** attached hereto and made a part hereof (collectively, the “Drainage Facilities”) and partially located on Grantee Property, pursuant to that certain Temporary Construction and Access Easement recorded at DOC # 20220745126, Official Records of Orange County, Florida.
- D. Following completion of construction of the Drainage Facilities, Grantee desires to obtain a perpetual and non-exclusive drainage easement from Grantor over, under, upon, through and across the portion of the Grantor Parcel over, under, upon, through and across which the Drainage Facilities are or may be located from time-to-time (the “Easement Parcel”) for surface water and stormwater drainage serving the Grantee Parcel.

NOW, THEREFORE, in consideration of the foregoing Recitals and the further provisions of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated by this reference as substantive provisions of this Agreement.

2. **Construction of Drainage Facilities.** Grantor shall, at its sole cost and expense, complete the construction of the Drainage Facilities on or before April 1, 2024 (the “Construction Outside Date”). Grantor shall construct the Drainage Facilities in accordance with the permits, which Drainage Facilities shall accommodate the development of the Grantee Parcel with a maximum impervious area of 85% (the “Grantee Parcel Impervious Surface”) (the “Drainage Facilities Specifications”). So long as any future modification of the Drainage Facilities does not reduce the Grantee Parcel Impervious Surface, Grantor shall be permitted to modify the Drainage Facilities Specifications without the prior written consent of Grantee. In the event any proposed future modification of the Drainage Facilities decreases the Grantee Parcel Impervious Surface, Grantor shall not be permitted to modify the Drainage Facilities Specifications without the prior written consent of Grantee, which consent Grantee may withhold in Grantee’s sole and absolute discretion. Upon completion of the Drainage Facilities or any future modification by Grantor, Grantor shall provide Grantee with written notice of the completion of construction or modification of the Drainage Facilities. As used herein, “completion of construction” shall mean that Grantor and Grantee have each received a copy of a certification of such completion from the project engineer and the Drainage Facilities have been turned over to an operating permit with St. Johns River Water Management District or another appropriate governmental authority (as applicable).

3. **Grant of Drainage Easement.** From and after the completion of construction of the Drainage Facilities, Grantor hereby grants to Grantee a perpetual non-exclusive easement, for the benefit of Grantee, over, under, upon, through and across the Easement Parcel, for the purpose of providing attenuation and drainage of stormwater runoff for the benefit of and serving the Grantee Parcel (the “Drainage Easement”). Following completion of the construction of the Drainage Facilities, the parties agree to work together in good faith to agree upon the final legal sketch and description of the Easement Parcel and then record an amendment to this Agreement incorporating same within a reasonable period of time.

4. **Maintenance of Drainage Facilities.** From and after the completion of construction of the Drainage Facilities:

(a) Grantor, at the shared cost of Grantor and Grantee on a pro-rata basis agrees to maintain, repair, replace and operate (“Maintenance Activities”) the Drainage Facilities consistent with all applicable laws and rules of all local, state and federal entities or agencies having jurisdiction over the Drainage Facilities, including all applicable environmental resource permits and other applicable permits and approvals issued by any governmental entity or agency having jurisdiction over such Drainage Facilities. The Grantee Parcel accounts for approximately 15% of the acreage draining into and through the Drainage Facilities. As such, the Grantor shall invoice Grantee , on an annual basis, for 15% of the actual costs of the Maintenance Activities and shall provide to Grantee reasonable back-up documentation evidencing such costs, and Grantee shall pay said invoice within forty-five (45) days receipt. If Grantee fails to reimburse Grantor for the reasonable costs and expense incurred in connection with performing the Maintenance Activities within forty-five (45) days after written invoice therefor by Grantor, then Grantor shall, in addition to any other remedies that it may have available in law or in equity, be entitled to file a lien against the Grantee Parcel and any buildings and improvements thereon in the amount of such invoice together with interest thereon at the lesser of: (i) eighteen percent (18%) per annum; or (ii) the highest rate of interest permitted by law.

(b) Grantor, on behalf of itself and its successors and assigns, agrees not to take any action on or to the Easement Parcel which would unreasonably interfere with the operation, maintenance, or use of the Drainage Facilities. Notwithstanding the foregoing, Grantor reserves unto itself and its respective successors and assigns, the right to use Easement Parcel; provided, however, that such use does not conflict with or adversely impair the easement rights granted under the Drainage Easement or interfere with or cause damage to the Drainage Facilities.

5. **Self Help.** If, from and after the completion of construction of the Drainage Facilities, Grantor should fail to maintain, repair, replace and operate the Drainage Facilities in accordance with this Agreement, and such failure continues for a period of sixty (60) days after Grantor has been given written notice by Grantee specifying the nature of the default (provided, however, that in an Emergency only such notice which is reasonable and possible under the circumstances shall be required), then in such case Grantee may, but shall not be obligated to, enter upon the Grantor Parcel and perform the necessary repairs or maintenance, the costs of which shall be shared pro-rata as set forth above. If Grantor fails to reimburse Grantee for the reasonable costs and expense incurred in connection with performing the necessary repairs or maintenance on behalf of Grantor within thirty (30) days after written demand therefor by Grantee, then Grantee shall have available all remedies in law or in equity. In no event shall the Grantee or its contractor enter upon the Grantor Parcel unless and until it complies with the Jessica Lunsford Act, effective September 1, 2005 (the "Act"): "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with a school or the school board." See Section 1012.465, F.S. Any cost associated with compliance of the Act shall be at the sole expense of the Grantee or its contractor.

6. **Relocation.** From and after the completion of construction of the Drainage Facilities, Grantor, at its sole cost and expense, shall be permitted to relocate the Drainage Facilities without the prior written consent of Grantee provided that the relocation does not reduce the Grantee Parcel Impervious Surface. In the event Grantor's proposed relocation would decrease the Grantee Parcel Impervious Surface, Grantor shall seek consent from Grantee and Grantee may withhold its consent to such modification in Grantee's sole and absolute discretion. In the event the relocation is required by a third party such as a governmental entity or as the result of a taking, Grantor shall pay for the costs of such relocation, and Grantee shall reimburse Grantor for fifteen percent (15%) of the actual costs of such relocation following receipt of an invoice and all additional back-up documentation evidencing such costs paid by Grantor. In any of the above scenarios, at the completion of construction Grantor and Grantee shall execute and deliver an acceptable and recordable amendment to this Agreement to cover such relocated Drainage Facilities. Upon the completion of any relocation, the easement herein shall be considered cancelled as to the portion of the Drainage Facilities vacated by such relocation.

7. **Limitation on Use.** The sole purpose of the Drainage Easement is for discharge and detention of stormwater from the Grantee Parcel onto and within Easement Parcel. Except as provided in Section 5 above, the Drainage Easement does not include the right of Grantee to enter upon the Easement Parcel, nor the right to construct, install, inspect, maintain, service, repair, replace, or operate aboveground or underground drainage, retention, detention, and/or conveyance facilities within the Easement Parcel without the prior written consent of Grantor.

8. **Applicable Laws and Permits.** Grantee at its expense shall: (i) obtain and maintain all necessary governmental approvals, permits, and/or licenses required for Grantee's use of the Easement Parcel; and (ii) comply with all applicable laws and permits, approvals, codes and

requirements of any and all federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over Grantor Parcel and Grantee Parcel or any portion thereof, including without limitation all Environmental Laws (as hereinafter defined). Grantor, at Grantor's sole cost and expense, shall obtain and maintain all necessary governmental approvals, permits, and/or licenses required in connection with the construction of the Drainage Facilities and Grantor's use of the Drainage Facilities.

9. **Environmental Laws; Hazardous Substances**. Neither Grantee nor its employees, agents or contractors shall cause any Hazardous Substances (as hereinafter defined) or other contaminant included under or regulated by any local, state, or federal code, law, statute, rule, regulation, and/or requirement to be discharged and/or released into or upon the Easement Parcel. In the event of any discharge and/or release by Grantee, its employees, agents or contractors in violation of this paragraph, Grantee shall have thirty (30) days after the discovery of such discharge and/or release to remedy such non-compliance at the Grantee's sole cost and expense. As used herein, "**Hazardous Substances**" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "**Environmental Laws**"). Grantee shall have thirty (30) days after the discovery of such discharge and/or release to remedy such non-compliance at the Grantee's sole cost and expense.

10. **Liens**. Grantee shall not permit any construction, mechanic's lien, or other lien, claim or encumbrance to be filed against the Easement Parcel or any other portion of the Grantor Parcel. If any lien is filed against the Easement Parcel or any other portion of the Grantor Parcel, for any expense incurred by Grantee or as a result of any work performed or directed to be performed by Grantee, Grantee shall pay off the lien or cause it to be transferred to other security in accordance with Chapter 713, Florida Statutes, within twenty (20) days after Grantee's receipt of notice of the recording thereof, failing which, in addition to any other rights and remedies Grantor may have, Grantor may cause the lien to be paid and/or transferred to other security and recover from Grantee all costs and expenses reasonably incurred by Grantor to do so, plus attorneys' fees as provided in Section 20 below. Nothing in this Agreement is intended or shall be construed as Grantor having agreed to subject any of its property to liability under any mechanic's or other similar lien law.

11. **Additional Rights**. In addition to the rights specifically granted above, Grantee shall have and is hereby granted any and all such further and ancillary rights as are or may be necessary for Grantee to be able to fully utilize and enjoy the rights specifically granted hereby, including, without limitation, a right of ingress, egress and access over other portions of the Grantor Parcel to provide access to the Drainage Facilities. In connection with the exercise of any and all rights and easements granted in this Agreement, Grantee shall use commercially reasonable efforts to minimize interference with the use and enjoyment of the Grantor Parcel.

12. **Reserved Rights**. Grantor reserves unto itself, and its successors, assigns, mortgagees, tenants, lessees, and invitees the right to use the Grantor Parcel, including, without limitation, the areas affected by any easement granted herein, at any and all times for any and all purposes which do not unreasonably interfere with the exercise of the rights and easements by Grantee thereof. Grantor also hereby reserves the right to grant other easements to other persons or entities over, under, across and through the Grantor Parcel including, without limitation, portions of such

property subjected to the easement granted in this Agreement, provided the same are not inconsistent with and do not unreasonably interfere with the purposes set forth in this Agreement.

13. **Indemnification Related to Discharges or Damage.** Grantee agrees to indemnify, defend, and hold Grantor harmless from and against any and all claims, damages, liabilities, costs, expenses, causes of action, suits and/or judgments, of whatsoever kind or nature, arising out of its use of the Easement Parcel. Grantee agrees to promptly repair, replace and/or restore (as appropriate) any damage to the Grantor Parcel resulting from the exercise of its rights under this Agreement. To the extent permitted by applicable law and expressly limited to the amounts set forth in §768.28, Fla. Stat. (2023), Grantor agrees to indemnify, defend and hold Grantee harmless from and against any and all claims, damages, liabilities, costs, expenses, causes of action, suits and/or judgments, of whatsoever kind or nature, arising out of a breach of Grantor's obligations under this Agreement. Grantor agrees to promptly repair, replace and/or restore (as appropriate) any damage to the Drainage Facilities resulting from the exercise of its reserved rights under this Agreement. Other than the above limited indemnities not to exceed the amounts set forth in §768.28 Fla. Stat. (2023), nothing in this Agreement shall be construed as a waiver of Grantor's sovereign immunity. Notwithstanding the above, during the period that the City is the Grantee, the indemnity is limited to those amounts set forth in §768.28, Fla. Stat. (2023) and, other than the aforementioned limitation, nothing herein shall be construed as a waiver of the City's sovereign immunity.

14. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing, and shall be mailed by certified or registered mail, postage prepaid, or sent by Federal Express or similar overnight delivery service or delivered via electronic mail and shall be addressed to the recipient at its address set forth below or, as to the undersigned parties' successors and assigns, as contained in the records of the Property Appraiser of Orange County, Florida. Notice shall be deemed given upon receipt or rejection by the recipient.

Grantor: The School Board of Orange County, Florida
Attn: Superintendent of Schools
445 West Amelia Street
Orlando, FL 32801
Email: _____

Copy to: Orange County Public Schools
Attn: Jad Brewer
6501 Magic Way, Bldg. 200
Orlando, FL 32809
Email: Jad.Brewer@ocps.net

Copy to: Orange County Public Schools
Attn: Real Estate Management
6501 Magic Way, Bldg. 200
Orlando, FL 32809
Email: REM@ocps.net

Copy to: Orange County Public Schools
Legal Services
Attn: Amy Envall
445 West Amelia Street
Orlando, FL 32801
Email: amy.envall@ocps.net

To Grantee: City of Ocoee, Florida
150 N. Lakeshore Drive,
Ocoee, Florida 34761 _____
Attn: City Manager

With copies to: c/o Greystar Development East, LLC
788 East Las Olas Blvd., Suite 201
Fort Lauderdale, Florida 33301
Attention: Lewis Stoneburner, Jr.
E-mail: lstoneburner@greystar.com

And: Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, Florida 33131
Attention: Kimberly S. LeCompte, Esq.
Email: lecomptek@gtlaw.com

15. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Time is of the essence of this Agreement. Wherever, under the terms and provisions of this Agreement, the time for performance falls upon a Saturday, Sunday, or United States federal holiday, such time for performance shall be extended to the next business day. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations.

16. **Binding Effect.** The terms, conditions and other provisions set forth herein shall run with the title to the Grantor Parcel and Grantee Parcel and each part thereof and shall bind and inure to the benefit of the undersigned parties and their respective successors and assigns.

17. **Severability.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement and the application of the subject term, covenant, condition or provision to persons or circumstances other than those to which it was held invalid, illegal or unenforceable shall not be affected thereby, and each term, covenant condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

18. **Covenants Running with the Land.** The provisions of this Agreement shall constitute covenants running with the land pursuant to Florida law.

19. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall lie exclusively in the state courts in and for Orange County, Florida.

20. **Attorneys' Fees.** In the event of a dispute concerning the interpretation and/or enforcement of the terms hereof, the prevailing party in any such dispute shall be entitled to recover from the non-prevailing party costs and expenses incurred in connection therewith, including, but not limited

to, reasonable attorneys' fees, paralegal, consultant and other expenses incurred prior to trial, at trial, on appeal or in connection with any administrative or bankruptcy proceedings.

21. **Multiple Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original document and all of which together shall constitute one and the same Agreement. Signature and acknowledgement pages may be detached from the counterparts and collated to physically form one document.

22. **Further Assurances** The parties hereby agree that at any time following a request therefore 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 or effectuate the obligations of either party hereunder.

23. **Entire Agreement; Modification.** This Agreement contains the entire agreement of the parties and may not be changed except by written agreement duly executed by the parties hereto. This Agreement supersedes any prior understanding and agreements between the parties with respect to the subject matter hereof, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.

24. **Authority** Each party warrants and represents, with respect to itself, that neither the execution nor the performance of this Agreement requires any consent, vote or approval which has not been obtained, or at the appropriate time shall not have been given or obtained, nor shall it result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. The School Board of Orange County, Florida does hereby confer upon the Superintendent, or Superintendent's designee, the authority, without further approval from the School Board, to finalize the form of the legal description and execute an amendment incorporating same into this Agreement; and the School Board's signature of that amendment and similar documents is hereby authorized.

25. **Signage.** The parties acknowledge that pursuant to the Planned Development approval for the Grantor Parcel and the Grantee Parcel there is to be community level sign at the east end of the entrance drive at Ocoee-Apopka Road with three (3) sign panels, one for the Grantor Parcel and two (2) for the Grantee Parcel (the "Sign"). The Grantee and Grantor, and their successors and assigns, shall enter into a sign easement in a form reasonably acceptable to the parties for said Sign in the location as generally shown on Exhibit "D" on or before March 1, 2024. The Sign shall be constructed by the then owner of the Grantee Parcel assigns, on or before July 1, 2025. In the interim, the Grantor shall have the right to fabricate and install a temporary sign in the same general location for its school site which may remain in place until the Sign is completed.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have made this Agreement as of the day and year first above written.

WITNESSES:

GRANTOR:

THE SCHOOL BOARD OF
ORANGE COUNTY, FLORIDA, a
body corporate and political
subdivision of the State of Florida

Print Name: _____

By: _____
Teresa Jacobs, its Chair

Print Name: _____

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 Teresa Jacobs, on behalf of THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, as its Chair. Said person is ☐ personally known to me or ☐ produced _____ (type of identification) as identification.

Witness my hand and official seal this ____ day of _____,
2023.

(Notary Seal)

Notary Public, State of Florida

WITNESSES:

GRANTOR:

THE SCHOOL BOARD OF
ORANGE COUNTY, FLORIDA, a
body corporate and political
subdivision of the State of Florida

Print Name: _____

By: _____
Maria F. Vazquez, Ed.D., as its
Superintendent

Print Name: _____

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 Maria F.
Vazquez, Ed.D., as Superintendent of THE SCHOOL BOARD OF ORANGE COUNTY,
FLORIDA, a body corporate and political subdivision of the State of Florida, as its Chair.
Said person is ☐ personally known to me or ☐ produced

(type of identification) as
identification.

Witness my hand and official seal this ____ day of _____,
2023.

Notary Public, State of Florida

(Notary Seal)

Reviewed and approved by Orange
County Public School's Chief Facilities
Officer.

Rory Salimbene
Chief Facilities Officer

Date: _____

Approved as to form and legality by legal
counsel to The School Board of Orange
County, Florida, exclusively for its use
and reliance.

Christopher J. Wilson, Esq.
Attorney

Date: _____

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 _____, _____.

FISHBACK DOMINICK, LLP.

By: _____
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, 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 _____ day of _____, _____.

GRANTEE:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

(SEAL)

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

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

EXHIBIT “A”

Grantor Parcel

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

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 28 EAST, THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST AND THE NORTHWEST 1/4 QUARTER OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 00° 20' 26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1 A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; THENCE LEAVING THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, RUN SOUTH 89° 41' 40" WEST, 373.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 29° 49' 01"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 260.20 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF WEST ORANGE TRAIL AS RECORDED IN OFFICIAL RECORDS BOOK 5043, PAGE 2627, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE NORTH 44° 55' 46" EAST, 876.12 FEET; THENCE SOUTH 00° 20' 26" EAST, 3.50 FEET; THENCE NORTH 44° 55' 46" EAST, 431.54 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1404.90 FEET AND A CENTRAL ANGLE OF 28° 35' 33"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 701.09 FEET TO THE POINT OF TANGENCY; THENCE NORTH 73° 31' 19" EAST, 323.43 FEET; THENCE LEAVING SAID SOUTHEASTERLY RIGHT OF WAY LINE OF WEST ORANGE TRAIL, RUN SOUTH 15° 51' 31" EAST 176.73 FEET; THENCE NORTH 90° 00' 00" EAST, 452.38 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OCOEE-APOPKA ROAD (ALSO KNOWN AS COUNTY ROAD 437) BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2351.83 FEET, A CENTRAL ANGLE OF 00° 57' 20" AND A CHORD OF 39.22 FEET THAT BEARS SOUTH 04° 32' 55" EAST; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE ARC OF SAID CURVE AND WESTERLY RIGHT OF WAY LINE A DISTANCE OF 39.22 FEET; THENCE NORTH 84° 58' 24" EAST, 10.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2341.83 FEET, A CENTRAL ANGLE OF 00° 39' 34" AND A CHORD OF 26.95 FEET THAT BEARS SOUTH 05° 21' 23" EAST; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 26.95 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 05° 41' 12" EAST, 107.55 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 429 AS SHOWN ON ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY WESTERN BELTWAY RIGHT OF WAY MAP PROJECT NO. 75320-6460-602/603 DATED APRIL 1997, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3064.79 FEET, A CENTRAL ANGLE OF 30° 54' 55" AND A CHORD OF 1633.69 FEET THAT BEARS SOUTH 44° 24' 26" WEST; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, RUN ALONG THE ARC OF SAID CURVE AND NORTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 1653.68 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE, RUN NORTH 89° 43' 59" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6 A DISTANCE OF 74.27 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF FULLERS CROSS ROAD AS SHOWN ON ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY WESTERN BELTWAY RIGHT OF WAY MAP PROJECT NO. 75320-6460-602/603 DATED APRIL 1997, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 317.90 FEET, A CENTRAL ANGLE OF 33° 58' 25" AND A CHORD OF 185.75 FEET THAT BEARS SOUTH 53° 09' 34" WEST; THENCE LEAVING THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, RUN ALONG THE ARC OF SAID CURVE AND NORTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 188.50 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 36° 10' 30" WEST ALONG THE NORTHWESTERLY RIGHT OF WAY LINE 18.89 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE, RUN NORTH 43° 27' 32" WEST, 27.07 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 590.00 FEET AND A CENTRAL ANGLE OF 46° 50' 49"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.40 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89° 41' 40" WEST, 55.21 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Grantee Parcel

Legal Description of the North Tract

A portion of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Lot 1, Ocoee Crown Point PUD Phase 1, according to the plat thereof, as recorded in Plat Book 63, Pages 24 through 26, of the Public Records of Orange County, Florida, said point also lying on the North right of way line of West Orange Trail, per Official Records Book 5043, Page 2627, Public Records of Orange County, Florida; thence departing said North right of way line, and along the East and North lines of aforesaid Lot 1, the following eight (8) courses and distances: North 15°51'59" West, a distance of 46.09 feet to a point of curvature of a curve concave Easterly, having a radius of 230.00 feet and a central angle of 41°07'10"; thence Northerly along the arc of said curve a distance of 165.06 feet; thence North 25°15'11" East, a distance of 28.46 feet; thence North 64°44'49" West, a distance of 175.18 feet to a point of curvature of a curve concave Northeasterly, having a radius of 855.00 feet and a central angle of 15°15'38"; thence Northwesterly along the arc of said curve a distance of 227.73 feet; thence North 49°29'11" West, a distance of 487.82 feet to a point of curvature of a curve concave Northeasterly, having a radius of 280.00 feet and a central angle of 23°04'36"; thence Northwesterly along the arc of said curve a distance of 112.77 feet; thence North 26°24'35" West, a distance of 26.74 feet to the South right of way line of Ocoee Crown Point Parkway, per Plat Book 63, pages 24 through 26, of the Public Records of Orange County, Florida; thence departing aforesaid East and North lines of Lot 1, and along said South right of way line the following five (5) courses and distances: North 63°05'17" East, a distance of 60.00 feet to a point on a non-tangent curve concave Easterly, having a radius of 10.00 feet, a central angle of 68°17'57" and a chord bearing of North 07°14'15" East; thence from a tangent bearing of North 26°54'43" West, Northerly 11.92 feet along the arc of said curve to a point of reverse curvature of a curve concave Northwesterly, having a radius of 100.00 feet and a central angle of 28°29'41"; thence Northeasterly along the arc of said curve a distance of 49.73 feet to a point of reverse curvature of a curve concave Southeasterly, having a radius of 10.00 feet and a central angle of 49°04'01"; thence Northeasterly along the arc of said curve a distance of 8.56 feet to a point of reverse curvature of a curve concave Northwesterly, having a radius of 1,730.00 feet and a central angle of 05°41'30"; thence Northeasterly along the arc of said curve a distance of 171.86 feet to the South line of Wetland 1 (Staten Branch), according to the Official Records Book 10450, Page 96, of the Public Records of Orange County, Florida; thence departing said South right of way line and along said South line of Wetland 1 (Staten Branch) the following twenty-two (22) courses and distances: South 61°38'55" East, a distance of 76.25 feet; thence South 81°34'00" East, a distance of 66.61 feet; thence South 44°57'55" East, a distance of 119.80 feet; thence South 36°27'55" East, a distance of 57.50 feet; thence South 42°47'18" East, a distance of 67.80 feet; thence

South 49°12'45" East, a distance of 72.19 feet; thence South 32°14'46" East, a distance of 50.38 feet; thence South 31°26'04" East, a distance of 69.99 feet; thence South 75°16'42" East, a distance of 51.73 feet; thence South 46°41'54" East, a distance of 67.26 feet; thence South 66°23'09" East, a distance of 43.50 feet; thence South 67°46'36" East, a distance of 48.28 feet; thence South 72°24'39" East, a distance of 56.14 feet; thence South 85°26'41" East, a distance of 51.81 feet; thence North 82°19'12" East, a distance of 40.21 feet; thence South 84°45'44" East, a distance of 53.70 feet; thence South 87°14'35" East, a distance of 36.13 feet; thence South 80°04'10" East, a distance of 79.45 feet; thence South 84°11'09" East, a distance of 33.89 feet; thence South 72°44'14" East, a distance of 47.40 feet; thence South 80°08'56" East, a distance of 59.73 feet; thence South 80°08'56" East, a distance of 74.39 feet to the West right of way line of County Road 437 (Ocoee-Apopka Road), per Orlando-Orange County Expressway Authority project number 75320-6460-602/603, also being a point on a non-tangent curve concave Easterly, having a radius of 2,351.97 feet, a central angle of 8°16'48" and a chord bearing of South 8°49'00" West; thence departing said South line of Wetland 1 (Staten Branch) from a tangent bearing South 12°57'24" West, Southerly 339.89 feet along the arc of said curve to the North right of way line of aforementioned West Orange Trail; thence departing said West right of way line, South 73°30'51" West, a distance of 535.21 feet along said North right of way line of West Orange Trail to the aforementioned East line of Lot 1, and the POINT OF BEGINNING.

Containing 12.26 acres, more or less.

Together with:

Legal Description of the South Tract

A portion of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at Southeast corner of Lot 1, Ocoee Crown Point PUD Phase 1, according to the plat thereof, as recorded in Plat Book 63, Pages 24 through 26, of the Public Records of Orange County, Florida; thence South 15°50'01" East, a distance of 39.00 feet to the POINT OF BEGINNING, said point being on the South right of way line of West Orange Trail, a 39.00 foot right of way per Official Records Book 5043, page 2627; thence North 73°30'51" East, a distance of 521.07 feet along said South right of way line to a point on the West right of way line of County Road 437 (Ocoee-Apopka Road), per Orlando-Orange County Expressway Authority project number 75320-6460-602/603, and a non-tangent curve concave Easterly, having a radius of 2,351.97 feet, a central angle of 07°45'27" and a chord bearing of South 00°11'57" East; thence from a tangent bearing of South 03°40'47" West, Southerly 318.45 feet along the arc of said curve and said West right of way line; thence departing said West right of way line, North 90°00'00" West, a distance of 452.37 feet; thence North 15°51'31" West, a distance of 177.07 feet to the aforementioned South right of way line of West Orange Trail, and the POINT OF BEGINNING.

Containing 2.69 acres, more or less.

EXHIBIT “C”

Drainage Facilities

[revised version of the below to be attached prior to execution]

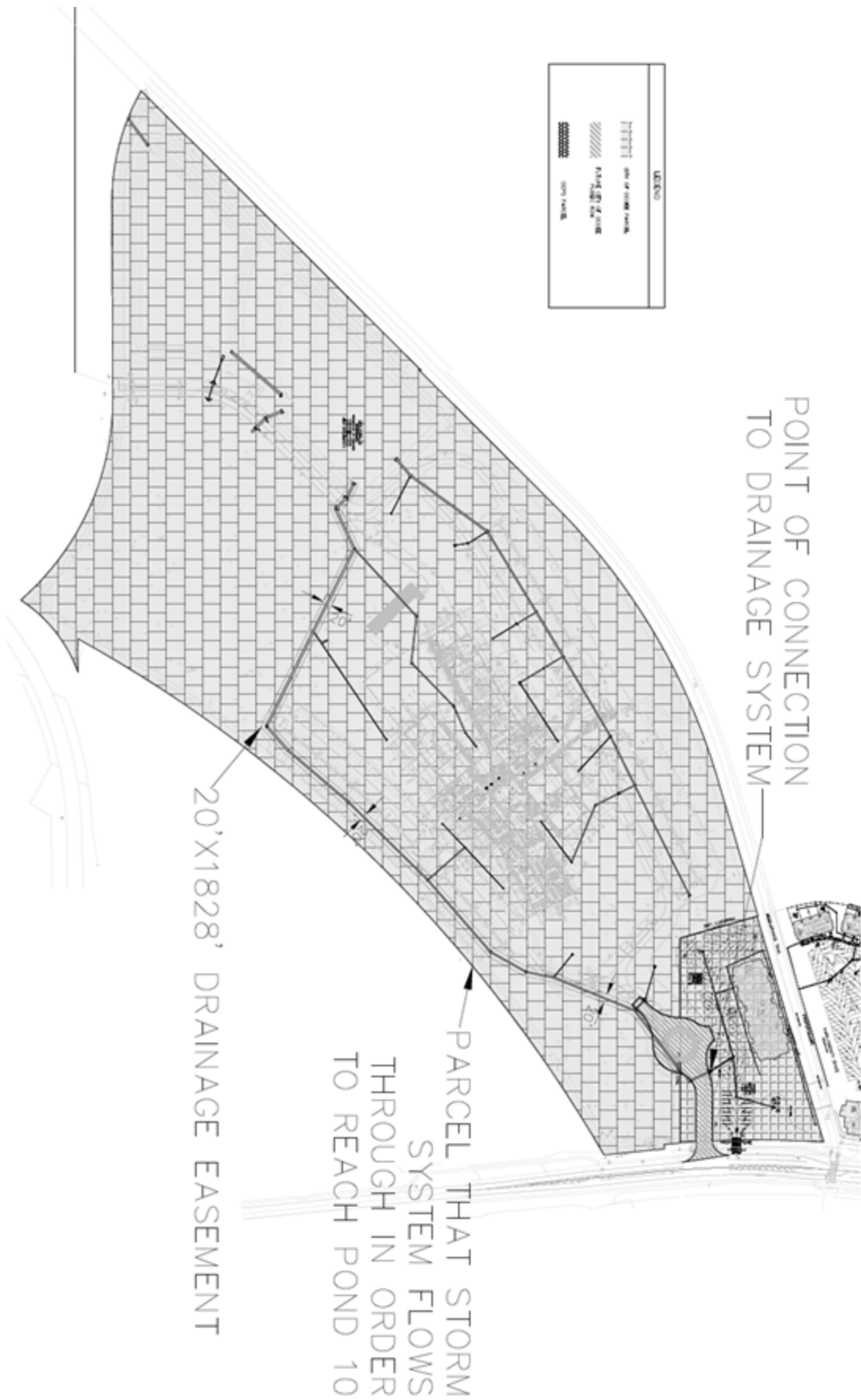


Exhibit "D"

["Signage Exhibit"]





Meeting Date: December 5, 2023
Item #: 15

Contact Name: Rebecca Roberts
Contact Number: Ext. 1520

Department Director: Rebecca Roberts
City Manager: Robert Frank

**Subject: Approval to Proceed with Water and Wastewater Field Operations CIP Projects.
(Finance Director Roberts)**

Background Summary:

During the FY 2024 budget process, the Utility Fund submitted two CIP projects for City Commission consideration, specifically the Lakewood Gravity Sewer, Wurst Road to Rewis St., and the Taylor & Kissimmee Streetscape Sewer Construction project (budget pages 250 and 251). The CIP plan was approved by the Commission as part of the budget hearings held in September 2023. However, due to a glitch in the budget software, the cost of these projects was not reflected in the annual operating budget for the Utility Fund - Capital Projects.

The Utility Fund is seeking Commission approval to proceed with these projects utilizing available reserves in the Fund's capital program. If necessary, to replenish those reserves, a budget amendment will be submitted for Commission approval during the FY24 mid-year budget process. This action will have no effect on the fund balance as it has no impact on the General Fund or the millage rate.

Issue:

Should the Honorable Mayor and City Commissioners approve the Utility Fund proceeding with the Lakewood Gravity Sewer, Wurst Road to Rewis St., and the Taylor & Kissimmee Streetscape Sewer Construction projects utilizing available capital reserves?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Utility Fund proceeding with the Lakewood Gravity Sewer, Wurst Road to Rewis St., and the Taylor & Kissimmee Streetscape Sewer Construction projects utilizing available capital reserves.

Attachments:

1. FY 2024 CIP Pages 250 & 251

Financial Impacts:

The estimated cost of the Lakewood Gravity Sewer is \$2,500,000 and the estimated cost of the Taylor & Kissimmee Streetscape Sewer - Construction project is \$1,558,408. Adequate capital reserves exist to cover these costs. A mid-year budget amendment will be submitted for Commission approval should additional funding be required.

Type of Item: Consent

Capital Improvements: One-year Plan

Wastewater Field Operations Requests

Itemized Requests for 2024

Annual FM ARV and Improvements	\$30,000
Annual FM ARV and Improvements	
Annual FM I&I Improvements Program	\$30,000
Annual FM I&I improvements Program	
Annual Gravity Main Repair or Lining Program	\$50,000
Annual Gravity Main Repair or Lining Program	
Annual Sanitary Sewer and Manhole Replacement Program	\$30,000
Annual Sanitary Sewer and Manhole Replacement Program	
Caterpillar 420F2 Backhoe 50/50 split WW Field and Water Field Ops	\$75,000
Caterpillar 420F2 Backhoe	
Lakewood Gravity Sewer Wurst Road to Rewis St	\$2,500,000
Pipe Main route: Along Lakewood Ave from Security Cir to Wurst Rd. Extending the gravity sewer system from Lift Station #63 to Wurst Rd. Gravity extension is part of the master sewer plant to capture new development in the NW portion of the City.	
Replacement 807 Large Dump Truck	\$300,000
Sewer/Reclaim Line Upsize Associated with Development	\$175,000
Sewer/Reclaim Line Upsize Associated with Development	
	Total: \$3,190,000

Capital Improvements: One-year Plan

Water Field Operations Requests

Itemized Requests for 2024

Annual Fire Hydrant Repair/Replacement Program	\$50,000
Annual Fire Hydrant Repair/Replacement Program	
Annual Major Water Line Extensions Program	\$250,000
Annual Water Line Extensions Program	
Annual Water Line Replacement & Upgrade Program	\$100,000
Annual Major Water Line Replacement & Upgrade Program	
Bluford South Corridor LS Abandonment & Reconstruction of Water & Sewer Lines	\$75,000
Bluford Corridor LS Abandonment & Reconstruction of Water & Sewer Lines	
Caterpillar 420F2 Backhoe split 50/50 WW & Water Ops	\$75,000
Caterpillar 420F2	
Fire Hydrant - New	\$35,000
Fire Hydrant - Replacement and New	
Leslie Ann 14" Water Line Repair	\$95,000
Leslie Ann 14" Water Line Repair	
Replace Vehicle 860 -Ford F250 Replace with Ford F150 4WD Crew Cab or Similar	\$56,000
Taylor & Kissimmee Streetscape Sewer - Construction	\$1,558,408
This project consists of the relocation and upsizing of a 6 inch water main to 8 inch water main along Kissimmee Ave and Taylor St.	
Water Line Upsize Associated with Development	\$175,000
Water Line Upsize Associated with Development	
Total: \$2,469,408	

Water Facilities Requests

Itemized Requests for 2024

Annual WW Plant Minor Repairs and Upgrades,	\$50,000
Annual Water Plant Minor Repairs and Upgrades	
Forest Oaks and South Water Plant Inline Fluoride Meters	\$37,000
Forest Oaks and South Water Plant Inline Fluoride Meters	
Replace Vehicle 966 Ford Escape with F150 4WD crew cab short bed or similar- Water	\$56,000
Total: \$143,000	



Meeting Date: December 5, 2023
Item #: 16

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Robert Frank

Subject: Approval to Piggyback the NCPA/OMNIA Partners Contract for Construction of the Vandergrift Central Park Basketball Court by The NIDY Sports Construction Company, Inc. (Parks and Recreation Director Johnson)

Background Summary:

The Parks and Recreation Department budgeted \$60,000 (FY 23/24) to relocate the current basketball court at Vandergrift Central Park in anticipation of the Ocoee Action Sports Park Phase 3 expansion. Staff is requesting permission to piggyback off the NCPA/OMNIA Partners Contract for the construction of the Vandergrift Central Park Basketball Court by The Nidy Sports Construction Company, Inc. for these services. The NIDY Sports Construction Company, Inc. constructed the Tennis/Pickleball Court remodel at Tiger Minor in 2022, and other court installations throughout Central Florida.

The Nidy Sports Construction Company, Inc. has submitted a proposal to construct the new basketball court in accordance with the plans, with unit pricing, in the amount of \$58,640.00, based upon the aforementioned contract.

Issue:

Should the Honorable Mayor and Commissioners approve piggybacking off the NCPA/OMNIA Partners Contract and award the proposal to construct the new basketball court to The Nidy Sports Construction Company, Inc. in the amount of \$58,640.00?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve piggybacking off the NCPA/OMNIA Partners Contract and award constructing the new basketball court to The Nidy Sports Construction Company, Inc. in the amount of \$58,640.00.

Attachments:

1. Nidy Sports Proposal - Central Basketball Court
2. NCPA OMNIA Partners Relationship Letter
3. NCPA Contract Rates
4. NCPA Nidy Contract

Financial Impacts:

The construction cost to relocate the basketball court at Vandergrift Central Park is \$58,640 and is budgeted in the Fiscal Year 23/24 Capital Budget.

(Account #317-572-10-6302) (Job #P000413)

Type of Item: Consent

BASKETBALL PROPOSAL

Submitted To:

October 27, 2023

City of Ocoee

RE: Central Park Basketball Court

Attn: Dan Abdo, 407-427-9879

1 N. Blueford Avenue

Ocoee, FL 34761

*Payment to be upon completion. Price subject to change after 60 days. **Price below calculated using the National Cooperative Purchasing Alliance Contract 08-42.***

One Court Construction: \$58,640.00

SCOPE OF WORK (APPROX. 627 SY):

- 1) Mobilization and layout.
- 2) Site Prep:
 - a. Remove and dispose of sodding and loose material.
 - b. Rework existing subgrade. Laser grade and compact.
 - c. Subgrade to be 0.83% to 1.00% slope towards one end of court.
- 3) Furnish and install 6" of Limerock; laser grade and compact
- 4) Pave 1 1/2" of SP 9.5 RAP Asphalt on court. Paved Area: 50' x 94'
- 5) Furnish and install two (2) new sets of basketball goal systems which include gooseneck pole, aluminum backboard, heavy duty rim, and nylon net.
- 6) Flood courts and patch any areas holding water per ASBA and USTA guidelines.
- 7) Apply two (2) coats of Acrylic Resurfacer over the entire surface of the court.
- 8) Apply two (2) coats of Color Coating over the entire surface of the court.
 - a. Court Color: Dark Green
- 9) Paint regulation basketball markings with white textured line paint.

NOTES:

- 1) Water must be allowed to drain from court surface. Do not block water flow on side of court with grass or landscaping.
- 2) Owner to provide suitable access for equipment, water, and electric as required.
- 3) Should owner request additional material applied or other work performed to the surface of court which is not outlined above, it will be at an extra cost.
- 4) **EXCLUSIONS:** Mass excavation of fill, infill, tree/landscape removal, survey, permits, erosion control, materials testing, sodding, root barrier, sidewalks, trench drains, irrigation, relocation of utilities, shade structures, cabanas, benches, court lighting, or conduit.

CRACKS IN COURTS:

It should be noted that as your basketball court ages, it will develop cracks. After resurfacing, new cracks may appear and repaired cracks will reappear. Cracks develop in courts for various reasons with the most common being:

- 1) Constant expansion and contraction of more than 7,000 square feet of surface per court in response to constant fluctuations in ambient temperatures. These daily fluctuations are often greatest in winter.
- 2) Loss of flexibility of the asphalt as it ages and loses the oils used in the manufacturing process.
- 3) Changes in subsurface stability reflecting through the court surface.

Nidy does **NOT** provide any written or implied guarantee of courts being free from existing or new cracks; thus, cannot and does not warrant against new cracks appearing or old cracks reappearing after the court has been resurfaced.

WARRANTY:

Color Coating is warranted against any excessive fading for a period of one year from application. Surface is warranted against peeling and flaking for a period of one year from application. Problems from normal wear, vandalism, and improper care are excluded.

Owner's Name & Billing Address: _____

Job Site's Contact Name & Phone: _____

Job Site's Address: _____

_____	_____	_____
Authorized Signature	Total Dollar Amount Authorized	Date

OMNIA Partners Continues to Lead Public Sector Cooperative Purchasing

Acquisition of NCPA Offers Additional Value to the Market



FRANKLIN, Tenn., Dec. 6, 2022 /PRNewswire/ -- OMNIA Partners announces the acquisition of National Cooperative Purchase Alliance (NCPA), a leading national government purchasing cooperative based in Houston, TX. This most recent acquisition enriches OMNIA Partners as the nation's most experienced cooperative purchasing organization serving state and local government, K-12 education, and higher education institutions. The successful integration of NCPA into OMNIA Partners augments the organization's differentiators of unparalleled scale and expertise while driving increased savings and efficiency for the purchasing community.

"OMNIA Partners is recognized as the leader in cooperative purchasing by continually creating additional value and delivering extensive solutions to our participants and suppliers," **said M. Todd Abner, Founder, President & CEO of OMNIA Partners.** "The acquisition of NCPA enhances our value in the public sector market by adding additional world class supplier partners and further extending OMNIA Partners reach into the public sector."

OMNIA Partners, Public Sector will continue to utilize the lead agency contracting process that has become a strategic best practice in public procurement. All contracts available in the portfolio have been competitively solicited and publicly awarded by a lead agency. The expansive contract portfolio and all contract documentation may be viewed on the website.

"NCPA is thrilled to join OMNIA Partners," says **Matthew Mackel, Director of Business Development, NCPA.** "The merger of our two organizations will provide procurement teams immediate access to a larger offering of innovative, world-class solutions that will transform their purchasing process."

About OMNIA Partners

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Our immense purchasing power and industry-leading suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

Through the economies of scale created by OMNIA Partners, our participants now have access to an extensive portfolio of competitively solicited and publicly awarded agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to K-12 education, state and local government, higher education, and non-profits.



NIDY SPORTS CONSTRUCTION BID PRICING

Service Labor Rates All Lots	Unit of Measure	Installer Bid to Co-Op Division	State Multiplier	Price with Multiplier	2% NCPA Fee	Total Multiplier	Total Price to Client	Notes
CONCRETE								
4" Sidewalk (Under 50 SF)	SF	\$47.00	0%	\$47.00	\$0.94	\$0.00	\$47.94	
4" Sidewalk (Over 50 SF)	SF	\$27.00	0%	\$27.00	\$0.54	\$0.00	\$27.54	
6" Drive (Under 500 SF)	SF	\$37.00	0%	\$37.00	\$0.74	\$0.00	\$37.74	
6" Drive (Over 500 SF)	SF	\$27.00	0%	\$27.00	\$0.54	\$0.00	\$27.54	
6"x18" Curb	LF	\$50.00	0%	\$50.00	\$1.00	\$0.00	\$51.00	
6"x12" Curb	LF	\$40.00	0%	\$40.00	\$0.80	\$0.00	\$40.80	
4" Sidewalk with 18" Integral Curb	SF	\$37.00	0%	\$37.00	\$0.74	\$0.00	\$37.74	
Post Tension Concrete	SF	\$30.00	0%	\$30.00	\$0.60	\$0.00	\$30.60	
SEAL COATING								
Hot Rubber Crack Fill	LF	\$ 2.00	0%	\$ 2.00	\$ 0.04	\$0.00	\$ 2.04	
Seal Coat 1 Coat Asphalt Emulsion	SF	\$ 0.35	0%	\$ 0.35	\$ 0.01	\$0.00	\$ 0.36	
Seal Coat 2 Coat Asphalt Emulsion	SF	\$ 0.40	0%	\$ 0.40	\$ 0.01	\$0.00	\$ 0.41	
Seal Coat 1 Coat Coal Tar	SF	\$ 0.35	0%	\$ 0.35	\$ 0.01	\$0.00	\$ 0.36	
Seal Coat 2 Coat Coal Tar	SF	\$ 0.40	0%	\$ 0.40	\$ 0.01	\$0.00	\$ 0.41	
ASPHALT REPAIR								
Asphalt Patch	SF	\$ 20.00	0%	\$ 20.00	\$ 0.40	\$0.00	\$ 20.40	
Asphalt Remove/Replace 2" (Under 5,000 SF)	SF	\$ 18.00	0%	\$ 18.00	\$ 0.36	\$0.00	\$ 18.36	
Asphalt Remove/Replace 4" (Under 5,000 SF)	SF	\$ 23.00	0%	\$ 23.00	\$ 0.46	\$0.00	\$ 23.46	
Speed Bump Install	LF	\$ 100.00	0%	\$ 100.00	\$ 2.00	\$0.00	\$ 102.00	
ASPHALT PAVING								
Convention Chip and Seal	SF	\$ 1.50	0%	\$ 1.50	\$ 0.03	\$0.00	\$ 1.53	
Cement Stabilization	SY	\$ 19.00	0%	\$ 19.00	\$ 0.38	\$0.00	\$ 19.38	

6"x18" Curb & Gutter (500LF +)	LF	\$ 70.00	0%	\$ 70.00	\$ 1.40	\$0.00	\$ 71.40	
Asphalt Mill/Pave 2" 5,000 SF+	SF	\$ 3.00	0%	\$ 3.00	\$ 0.06	\$0.00	\$ 3.06	
Asphalt Mill/Pave 4" 5,000 SF+	SF	\$ 4.00	0%	\$ 4.00	\$ 0.08	\$0.00	\$ 4.08	
4" Sidewalk (Under 50 SF)	SF	\$ 47.00	0%	\$ 47.00	\$ 0.94	\$0.00	\$ 47.94	
4" Sidewalk (Over 50 SF)	SF	\$ 25.00	0%	\$ 25.00	\$ 0.50	\$0.00	\$ 25.50	
STRIPING								
Stall	EA	\$ 10.00	0%	\$ 10.00	\$ 0.20	\$0.00	\$ 10.20	
Numbering	EA	\$ 8.00	0%	\$ 8.00	\$ 0.16	\$0.00	\$ 8.16	
Misc. Word Stencil	Per Letter	\$ 5.00	0%	\$ 5.00	\$ 0.10	\$0.00	\$ 5.10	
Hash Out / Grid	SF	\$ 1.55	0%	\$ 1.55	\$ 0.03	\$0.00	\$ 1.58	
Handicap	EA	\$ 60.00	0%	\$ 60.00	\$ 1.20	\$0.00	\$ 61.20	
Arrows	EA	\$ 65.00	0%	\$ 65.00	\$ 1.30	\$0.00	\$ 66.30	
Paint Curbs	LF	\$ 2.75	0%	\$ 2.75	\$ 0.06	\$0.00	\$ 2.81	
Stop Bar	LF	\$ 3.75	0%	\$ 3.75	\$ 0.08	\$0.00	\$ 3.83	
Light Pole Base / Bollard	EA	\$ 64.00	0%	\$ 64.00	\$ 1.28	\$0.00	\$ 65.28	
MISC.								
Catch Basin Replace	EA	\$ 6,000.00	0%	\$6,000.00	\$ 120.00	\$0.00	\$ 6,120.00	
Catch Basin New Concrete Collar	EA	\$ 3,500.00	0%	\$3,500.00	\$ 70.00	\$0.00	\$ 3,570.00	
New Bollard Install	EA	\$ 2,000.00	0%	\$2,000.00	\$ 40.00	\$0.00	\$ 2,040.00	
New Sign Install	EA	\$ 1,400.00	0%	\$1,400.00	\$ 28.00	\$0.00	\$ 1,428.00	
TENNIS/PICKLEBALL SURFACING								
Acrylic Coating System (3 coat system)	SY	\$12.00	0%	\$12.00	\$0.24	\$0.00	\$12.24	
Acrylic Coating System (4 coat system)	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Acrylic Cushion System	SY	\$50.00	0%	\$50.00	\$1.00	\$0.00	\$51.00	
Armour Crack Repair System	LF	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
Stripe Tennis Court	EA	\$1,750.00	0%	\$1,750.00	\$35.00	\$0.00	\$1,785.00	
Stripe Pickleball Court	EA	\$1,500.00	0%	\$1,500.00	\$30.00	\$0.00	\$1,530.00	
Out of Town Travel Allowance	DAY	\$3,000.00	0%	\$3,000.00	\$60.00	\$0.00	\$3,060.00	
Courts less than 800SY for 3 coat system	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	

Courts less than 800SY for 4 coat system	SY	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
Project Design, Development or Consultant	DAY	\$2,500.00	0%	\$2,500.00	\$50.00	\$0.00	\$2,550.00	
Professional Engineering Services	JOB	\$45,000.00	0%	\$45,000.00	\$900.00	\$0.00	\$45,900.00	
Installer (Tradesman)	HR	\$100.00	0%	\$100.00	\$2.00	\$0.00	\$102.00	
Limerock Base (per 6" layer)	SF	\$3.50	0%	\$3.50	\$0.07	\$0.00	\$3.57	
Asphalt Paving (RAP Mix)	SF	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Asphalt Paving (Virgin Mix)	SF	\$7.00	0%	\$7.00	\$0.14	\$0.00	\$7.14	
BASKETBALL								
Basketball Equipment	EA	\$8,500.00	0%	\$8,500.00	\$170.00	\$0.00	\$8,670.00	Excavate & pour concrete footer, furnish
Stripe Basketball Court	EA	\$2,000.00	0%	\$2,000.00	\$40.00	\$0.00	\$2,040.00	
TRACK SURFACING								
3/8" Plexitrac Lightning (black)	SY	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
1/2" Plexitrac Lightning (black)	SY	\$35.00	0%	\$35.00	\$0.70	\$0.00	\$35.70	
3/8" Plexitrac Accelerator (red)	SY	\$35.00	0%	\$35.00	\$0.70	\$0.00	\$35.70	
1/2" Plexitrac Accelerator (red)	SY	\$40.00	0%	\$40.00	\$0.80	\$0.00	\$40.80	
BSS 100	SY	\$55.00	0%	\$55.00	\$1.10	\$0.00	\$56.10	
BSS 200	SY	\$65.00	0%	\$65.00	\$1.30	\$0.00	\$66.30	
BSS 300	SY	\$95.00	0%	\$95.00	\$1.90	\$0.00	\$96.90	
BSS 1000	SY	\$130.00	0%	\$130.00	\$2.60	\$0.00	\$132.60	
< 5,000 SY add on	SY	\$10.00	0%	\$10.00	\$0.20	\$0.00	\$10.20	
non standard color	SY	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Hobart Finish	SY	\$10.00	0%	\$10.00	\$0.20	\$0.00	\$10.20	
Stuctural Spray Standard Color	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Non Standard Color	SY	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Exchange Zone Color BSS 100 & BSS 200	LS	\$35,000.00	0%	\$35,000.00	\$700.00	\$0.00	\$35,700.00	
MAINTENANCE TRACK SURFACE								
Plexitrac Lightning Resurface (black)	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Plexitrac Lightning Resurface (red EPDM layers)	SY	\$30.00	0%	\$30.00	\$0.60	\$0.00	\$30.60	

Plexitrac Surfacers (black)	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Plexitrac Surfacers (red)	SY	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
Project Design, Development or Consultant	DAY	\$2,500.00	0%	\$2,500.00	\$50.00	\$0.00	\$2,550.00	
Professional Engineering Services	JOB	\$45,000.00	0%	\$45,000.00	\$900.00	\$0.00	\$45,900.00	
Installer (Tradesman)	HR	\$100.00	0%	\$100.00	\$2.00	\$0.00	\$102.00	
Asphalt Paving (RAP Mix)	SF	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Asphalt Paving (Virgin Mix)	SF	\$7.00	0%	\$7.00	\$0.14	\$0.00	\$7.14	
Track Cleaning	EA	\$10,000.00	0%	\$10,000.00	\$200.00	\$0.00	\$10,200.00	
Track Lining	EA	\$15,000.00	0%	\$15,000.00	\$300.00	\$0.00	\$15,300.00	
ARTIFICIAL TURF								
Artificial Turf Installation (Less than 40K SF)	SF	\$8.50	0.00%	\$8.50	\$0.17	\$0.00	\$8.67	
Artificial Turf Installation (Over 40K SF)	SF	\$7.00	0.00%	\$7.00	\$0.14	\$0.00	\$7.14	
Artificial Turf Pad Installation - ADD	SF	\$2.00	0.00%	\$2.00	\$0.04	\$0.00	\$2.04	
Artificial Turf Alt./Cooling Infill Installation - ADD	SF	\$1.50	0.00%	\$1.50	\$0.03	\$0.00	\$1.53	
Artificial Turf Removal	SF	\$1.00	0.00%	\$1.00	\$0.02	\$0.00	\$1.02	
BASEBALL/SOFTBALL								
Regrade Baseball/Softball Infield	SF	\$3.00	0%	\$3.00	\$0.06	\$0.00	\$3.06	Fine grade and groom infield with new infield
Install foul poles	PAIR	\$15,000.00	0%	\$15,000.00	\$300.00	\$0.00	\$15,300.00	
Install bases, home plate, & mound	EA	\$5,000.00	0%	\$5,000.00	\$100.00	\$0.00	\$5,100.00	
FIELD, TRACK & COURT CONSTRUCTION								
4' fence	LF	\$75.00	0.00%	\$75.00	\$1.50	\$0.00	\$76.50	
5' Fence	LF	\$80.00	0.00%	\$80.00	\$1.60	\$0.00	\$81.60	
6' Fence	LF	\$85.00	0.00%	\$85.00	\$1.70	\$0.00	\$86.70	
8' Fence	LF	\$90.00	0.00%	\$90.00	\$1.80	\$0.00	\$91.80	
10' fence	LF	\$115.00	0.00%	\$115.00	\$2.30	\$0.00	\$117.30	
20' Fence	LF	\$200.00	0.00%	\$200.00	\$4.00	\$0.00	\$204.00	
6' High Windscreen	LF	\$14.00	0.00%	\$14.00	\$0.28	\$0.00	\$14.28	
9' High Windscreen	LF	\$20.00	0.00%	\$20.00	\$0.40	\$0.00	\$20.40	
Milling	SF	\$2.00	0.00%	\$2.00	\$0.04	\$0.00	\$2.04	
4" Underdrains	LF	\$50.00	0.00%	\$50.00	\$1.00	\$0.00	\$51.00	

6" Underdrains	LF	\$60.00	0.00%	\$60.00	\$1.20	\$0.00	\$61.20	
8" Underdrains	LF	\$70.00	0.00%	\$70.00	\$1.40	\$0.00	\$71.40	
12" Underdrains	LF	\$80.00	0.00%	\$80.00	\$1.60	\$0.00	\$81.60	
15" Underdrains	LF	\$90.00	0.00%	\$90.00	\$1.80	\$0.00	\$91.80	
1" x 12" Flat Drains	LF	\$7.00	0.00%	\$7.00	\$0.14	\$0.00	\$7.14	
Geotextile Drainage Fabric	SY	\$1.50	0.00%	\$1.50	\$0.03	\$0.00	\$1.53	
Storm Structuers	EA	\$4,000.00	0.00%	\$4,000.00	\$80.00	\$0.00	\$4,080.00	
Rentention Trench	LF	\$150.00	0.00%	\$150.00	\$3.00	\$0.00	\$153.00	
Stone Base (per 6" layer)	SF	\$3.00	0.00%	\$3.00	\$0.06	\$0.00	\$3.06	
Undercut Site	CY	\$30.00	0.00%	\$30.00	\$0.60	\$0.00	\$30.60	
Post Footers and Tennis/Pickleball Equipment	Court	\$6,000.00	0.00%	\$6,000.00	\$120.00	\$0.00	\$6,120.00	
Trench Drain (ACO 2k,3K, 4K)	LF	\$90.00	0.00%	\$90.00	\$1.80	\$0.00	\$91.80	
6"x12" Curb	LF	\$40.00	0.00%	\$40.00	\$0.80	\$0.00	\$40.80	
8"x8" Curb	LF	\$35.00	0.00%	\$35.00	\$0.70	\$0.00	\$35.70	
12"x8" Curb	LF	\$45.00	0.00%	\$45.00	\$0.90	\$0.00	\$45.90	
8"x12" Curb	LF	\$45.00	0.00%	\$45.00	\$0.90	\$0.00	\$45.90	
6"x18" Curb	LF	\$50.00	0.00%	\$50.00	\$1.00	\$0.00	\$51.00	
12" x12" Curb	LF	\$50.00	0.00%	\$50.00	\$1.00	\$0.00	\$51.00	
Install Turf Nailer Board	LF	\$10.00	0.00%	\$10.00	\$0.20	\$0.00	\$10.20	
Install Take Off Board	EA	\$4,500.00	0.00%	\$4,500.00	\$90.00	\$0.00	\$4,590.00	
Install Pole Vault Tray and Lid	EA	\$6,000.00	0.00%	\$6,000.00	\$120.00	\$0.00	\$6,120.00	
Install Football Field Goal Posts	PAIR	\$35,000.00	0.00%	\$35,000.00	\$700.00	\$0.00	\$35,700.00	
Install Soccer Goals	PAIR	\$12,000.00	0.00%	\$12,000.00	\$240.00	\$0.00	\$12,240.00	
Long Jump Pit	EA	\$12,000.00	0.00%	\$12,000.00	\$240.00	\$0.00	\$12,240.00	
SHUFFLEBOARD/BOCCE								
Construct Shuffleboard Court	Court	\$25,000.00	0%	\$25,000.00	\$500.00	\$0.00	\$25,500.00	
Shuffleboard Resurface	Court	\$1,600.00	0%	\$1,600.00	\$32.00	\$0.00	\$1,632.00	
Construct Bocce Court	Court	\$35,000.00	0%	\$35,000.00	\$700.00	\$0.00	\$35,700.00	
Bocce Carpet Replacement	Court	\$6,500.00	0%	\$6,500.00	\$130.00	\$0.00	\$6,630.00	

1	Master Agreement / Signature Form
2	NCPA Administration Agreement
3	Vendor Questionnaire
4	Vendor Profile
5	Products and Services / Scope
6	References
7	Pricing
8	Value Added Products and Services
9	Required Documents
10	



TAB 1

TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

The Nidy Sports Construction Co. Inc.
Company Name

751 General Hutchison Parkway
Address

Longwood
City

FL
State

32750
Zip

407.330.9466
Telephone Number

407-330-9343
Fax Number

zstevenson@nidycompany.com
Email Address

Zach Stevenson
Printed Name

President
Position


Authorized Signature



TAB 2

TAB 2

NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Nidy Sports Construction Co. Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 08-42, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Athletic Surfacing and Asphalt Maintenance;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

Sarah Vavra
Name

Sr. Vice President, Public Sector Contracting
Title

5001 Aspen Grove
Address

Franklin, TN 37067
Address


Signature

May 1, 2023
Date

Nidy Sports Construction, Co. Inc.
Vendor Name

Zach Stevenson
Name

President
Title

751 General Hutchison Parkway
Address

Longwood, FL 32750
Address


Signature

3/23/2023
Date



TAB 3

TAB 3

VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☐ All 50 States & District of Columbia

(Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☒ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☒ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☒ Florida	☐ Kentucky	☒ Ohio	☒ West Virginia
☒ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☒ Pennsylvania	

☐ All U.S. Territories and Outlying Areas

(Selecting this box is equal to checking all boxes below)

☐ American Samoa	☐ Northern Marina Island
☐ Federated States of Micronesia	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands

☐ Midway Islands	
☐ All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes ☐ Maybe ☒ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☒ Yes ☐ Maybe ☐ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise
Respondent Certifies that this firm
a Minority / Women Business Enterprise

☐ Historically Underutilized Business
Respondent Certifies that this firm is a
Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☒ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of LONGWOOD,
State of FLORIDA.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- ☒ Manufacturer Direct ☐ Certified education/government reseller
☐ Authorized Distributor ☐ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other: _____

Processing Contact Information

Contact Person Chris Tappan
Title Sales Professional
Company Nidy Sports Construction Co. Inc.
Address 751 General Hutchinson Parkway
City/State/Zip Longwood FL 32750
Phone 407-330-9464
Email ctappan@nidysportscompany.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

Cooperatives

List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
N/A			



TAB 4

TAB 4

VENDOR PROFILE

Please provide the following information about your company:

- Company's official registered name.
[The Nidy Sports Construction Company, Inc.](#)
- Brief history of your company, including the year it was established.
[See Attached Statement of Qualification](#)
- Company's Dun & Bradstreet (D&B) number.
[N/A](#)
- Company's organizational chart of those individuals that would be involved in the contract.
[See Attached](#)
- Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
[See Attached](#)
- Define your standard terms of payment.
[Due upon completion OR monthly progress invoices/payments if the project exceeds one month.](#)
- Who is your competition in the marketplace?
[Site and asphalt paving contractors.](#)
- Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties [2021 - \\$1.4M, 2020 - \\$1.2M, 2019 - \\$1.0M](#)
 - K-12 [2021 - \\$1.8M, 2020 - \\$1.7M, 2019 - \\$1.7M](#) [\(Excludes work with construction managers\)](#)
 - Higher Education [2021 - \\$2.0M, 2020 - \\$1.3M, 2019 - \\$1.4M](#)
 - Other government agencies or nonprofit organizations [N/A](#)
- Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
 - [\\$ 22,000,000](#) in year one
 - [\\$ 25,000,000](#) in year two
 - [\\$ 30,000,000](#) in year three
- What differentiates your company from competitors?
[See Attached Statement of Qualification](#)
- Describe how your company will market this contract if awarded.
[Website, Trade Shows, and in-field education with customers.](#)
- Describe how you intend to introduce NCPA to your company.
[Employee Training](#)
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
[N/A](#)
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
[Monday-Friday 8:00 AM - 5:00 PM. Office Location: Longwood, FL](#)
- Green Initiatives (if applicable)

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.
[We diligently use environmentally friendly products when applicable.](#)
- Anti-Discrimination Policy (if applicable)
 - Describe your organizations' anti-discrimination policy.
[See Attached Equal Opportunity Statement](#)
- Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.
[See Attached](#)



GAME ON!

Courts By Nidy Sports.



LONGWOOD, FL

(800) 226-6439

www.nidysports.com





We Proudly Self Perform

Site Work, Paving,
Turf Installation,
Athletic Coatings &
Sports Equipment
Statewide Service



Courts By Nidy Sports.



LONGWOOD, FL

(800) 226-6439

www.nidysports.com



STATEMENT OF QUALIFICATION

The Nidy Sports Construction Company was founded in 1924. Through the leadership of Robert Nidy and son, Lynn Nidy, the family owned business thrived in difficult economic times by developing the game of shuffleboard and building most of the courts in the Southeastern part of the United States.

Nidy was acquired in 2007 and expanded the business while maintaining the same integrity and commitment that our customers have come to expect. A key differentiator between competitors is the breadth of services we provide for outdoor sport facilities (shuffleboard to pickleball to collegiate track and fields) while also being able to self-perform the vast majority of our work. Most of our competitors only focus on one or two types of facilities and/or can only perform a small portion of the work requiring additional use of subcontractors. We truly believe we offer a turnkey solution to our customers.

We bring value to every project with a reputation for effective communication and innovation. We are a licensed **Florida Building Contractor** & member of the **American Sports Builders Association**. We not only bring technical expertise to each project, but we bring the creativity and ingenuity developed through decades of attention to detail. Our team can handle any project big or small, from \$10,000 to in excess of \$5,000,000. We have successfully constructed courts, fields & tracks at various public school, parks & private clubs throughout the country. Nidy Sports has worked collectively with municipalities, engineers and construction managers to consistently deliver quality projects.

Nidy Sports Construction Company is a full service design-build company. We are competent in new construction and renovation of tennis courts, running tracks, synthetic fields, basketball courts, pickleball courts, volleyball courts, bocce ball courts, horseshoe throwing pits & shuffleboard courts. We are Authorized Applicators for [Plexipave®](#), [Plexitrac®](#) and [DecoTurf®](#), and [FieldTurf](#) - the world's leading suppliers of the sports surfacing systems demanded by the professionals. The Nidy Company strives to maintain its reputation for integrity, teamwork and commitment through the projects and relationships we build.



Name of Firm	Nidy Sports Construction
Tax ID	26-1284761
Company Type	Corporation
Corporate Office	751 General Hutchison Pkwy Longwood, FL 32750
	Phone: (407) 330-9466 Fax: (407) 330-9343
Website	https://nidy-sports.thevascogroup.com
License	Certified Building Contractor CBC 1261000
Affiliations	Associated Builders & Contractors (ABC Central Florida Chapter)
	American Sports Builders Association

Company Contacts

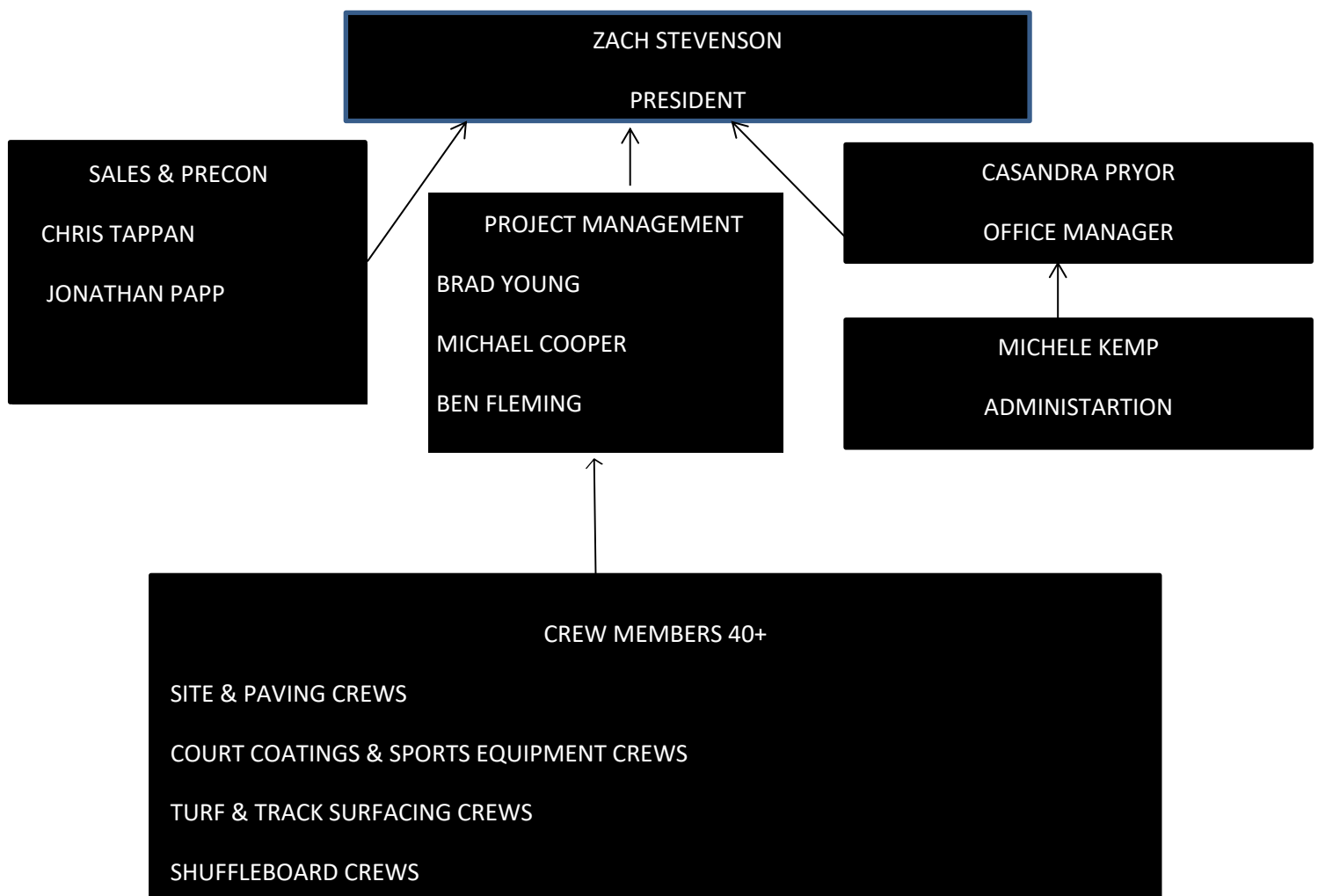
Christopher Tappan, Sales & Preconstruction Manager
321-377-7593 | ctappan@nidycompany.com

Jonathan Papp, Sales & Marketing Manager
407-205-3778 | jpapp@nidycompany.com

Zach Stevenson, President
407-450-3881 | zstevenson@nidycompany.com



COMPANY ORGANIZATIONAL CHART



Equal Opportunity Statement



5

Nidy Sports Construction is an equal opportunity employer and does not discriminate against any employee or applicant because of race, color, religion, age, sex, national origin, military, veteran status, disability, or in any other manner that violates the law.

All phases of employment including, but not limited to, recruiting, hiring, selection for training, promotion, demotion, discipline, rates of pay or other compensation, transfer, layoff, termination, recall, use of all facilities, and participation in all Company sponsored activities, will be administered so as to further the principle of equal employment opportunity.

Title 1 of the Americans with Disabilities Act (ADA) prohibits discrimination in any terms of conditions of employment for qualified individuals with a disability.

Nidy Sports Construction will adhere to State regulations as to accommodating employees who speak languages other than English. We will attempt to provide coaching, translation, and general support to those employees who need language assistance while working at Nidy Sports Construction.

All employees are expected to comply with this Equal Employment Opportunity Policy. Any individual who believes or suspects that he or she is being treated in violation of this EEO policy must immediately contact his or her Supervisor or any member of Management so that an investigation can immediately occur. Nidy Sports Construction will neither condone nor tolerate any act of discrimination and/or any violation of this EEO policy. Similarly, there is zero tolerance for any act of retaliation against an individual who makes a complaint under this policy or aides in any investigation of such a complaint.

Any employee found to have violated this policy in any manner will be subject to disciplinary action up to and including discharge.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STEVENSON, ZACHARY

THE NIDY SPORTS CONSTRUCTION COMPANY, INC.
751 GENERAL HUTCHISON PARKWAY
★ LONGWOOD FL 32750 ★

LICENSE NUMBER: CBC1261000

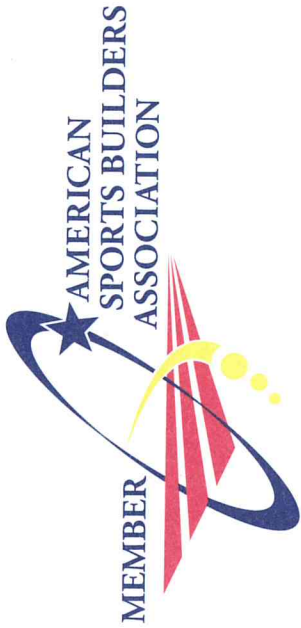
EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Certificate of Membership

This is to certify that

The Nidy Sports Construction Company, Inc.
Is a Member of the Builder Division
of the

American Sports Builders Association

a nonprofit association, is a national organization for builders, designers, and suppliers of materials for tennis courts, running tracks, synthetic turf fields, indoor and outdoor synthetic sports surfaces. It is recognized as a centralized source for technical information, including construction guidelines.



The membership hereby conferred entitles the above named to use the name and membership mark of the Association on all proper forms, notices, and advertising subject to the conditions set forth in the By-Laws of the Association.

In Witness Whereof, The American Sports Builders Association has caused this certificate to be executed and its seal affixed by the Chairman and Secretary on January 21, 2008.

Secretary

Chairman



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/12/2007	200728501024	DOMESTIC ARTICLES/FOR PROFIT (ARF)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

CT CORPORATION SYSTEM
4400 EASTON COMMONS WAY, SUITE 125
ATTN: TIMOTHY ROBERSON
COLUMBUS, OH 43219

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner**1732793**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
THE NIDY SPORTS CONSTRUCTION COMPANY, INC.
and, that said business records show the filing and recording of:

Document(s)
DOMESTIC ARTICLES/FOR PROFIT

Document No(s):
200728501024



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 11th day of October, A.D.
2007.

Ohio Secretary of State



Prescribed by:

The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
☐ Yes PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***	
☒ No PO Box 670 Columbus, OH 43216	

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

☒ (1) Articles of Incorporation Profit (113-ARF) ORC 1701	☐ (2) Articles of Incorporation Non-Profit (114-ARN) ORC 1702	☐ (3) Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
---	--	---

Complete the general information in this section for the box checked above.

FIRST:	Name of Corporation	THE NIDY SPORTS CONSTRUCTION COMPANY, INC.	
SECOND:	Location	MASSILLON (City)	STARK (County)
	Effective Date (Optional)	Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing. (mm/dd/yyyy)	
☐ Check here if additional provisions are attached			

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD:	Purpose for which corporation is formed
	To provide goods and services related to excavation, paving, and the construction and maintenance of sports related facilities and surfaces, as well as all reasonable purposes related thereto for which corporations may be formed under ORC 1701.01 to 1701.98

Complete the information in this section if box (1) or (3) is checked.

FOURTH:	The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)		
	1,500 (No. of Shares)	Common (Type)	None (Par Value)
(Refer to instructions if needed)			

Completing the information in this section is optional

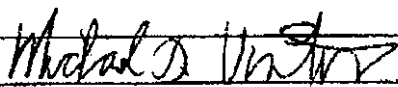
FIFTH: The following are the names and addresses of the individuals who are to serve as Initial Directors.

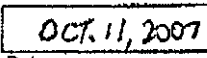
(Name)		
(Street)		
NOTE: P.O. Box Addresses are NOT acceptable.		
(City)	(State)	(Zip Code)

(Name)		
(Street)		
NOTE: P.O. Box Addresses are NOT acceptable.		
(City)	(State)	(Zip Code)

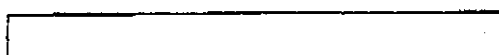
(Name)		
(Street)		
NOTE: P.O. Box Addresses are NOT acceptable.		
(City)	(State)	(Zip Code)

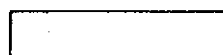
REQUIRED
Must be authenticated
(signed) by an authorized
representative
(See Instructions)


Authorized Representative

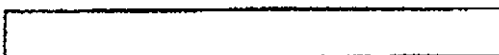

Date

MICHAEL D. VINTON
(Print Name)


Authorized Representative

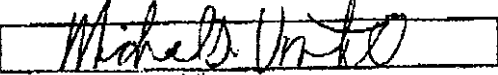

Date

(Print Name)


Authorized Representative


Date

(Print Name)

Complete the information in this section if box (1) (2) or (3) is checked.		
ORIGINAL APPOINTMENT OF STATUTORY AGENT		
The undersigned, being at least a majority of the incorporators of <u>The Nidy Sports Construction Company, Inc.</u>		
hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is		
<u>Michael D. Vinton</u>		
(Name)		
<u>4270 Sterilite Street SE</u>		
(Street) NOTE: P.O. Box Addresses are NOT acceptable.		
<u>Massillon</u>	<u>Ohio</u>	<u>44646</u>
(City)		(Zip Code)
Must be authenticated by an authorized representative		<u>OCT. 11, 2007</u>
	Authorized Representative <u>MICHAEL D. VINTON</u>	Date
		Authorized Representative
		 Authorized Representative Date
ACCEPTANCE OF APPOINTMENT		
The Undersigned,	<u>Michael D. Vinton</u>	named herein as the
Statutory agent for,	<u>The Nidy Sports Construction Company, Inc.</u>	
hereby acknowledges and accepts the appointment of statutory agent for said entity.		
Signature:		
	(Statutory Agent) <u>MICHAEL D. VINTON</u>	

ADDITIONAL PROVISIONS

SIXTH: The corporation reserves the right at any time, and from time to time, substantially to change its purposes in the manner now or hereafter permitted by statute. Any change of the purposes of the corporation, authorized or approved by the holders of shares entitling them to exercise the proportion of the voting powers of the corporation now or hereafter required by statute, shall be binding and conclusive upon every shareholder of the corporation as fully as if such shareholder had voted therefor; and no shareholder, notwithstanding that he may have voted against such change of purposes or may have objected in writing thereto, shall be entitled to payment of the full cash value of his shares.

SEVENTH: This corporation shall have the power and authority, upon the affirmative vote of a simple majority of its Board of Directors, and without action by its shareholders, to purchase, hold, sell, transfer, reissue and cancel its own shares, provided it shall not use its funds or property for such purpose when such use would cause its assets to be less than its liabilities plus its stated capital, if any, or if the corporation is insolvent, or if there is reasonable ground to believe that by such purchase or redemption it would be rendered insolvent, and further provided, that shares of its own Capital Stock belonging to it and held as Treasury Shares shall not be voted, directly or indirectly.

EIGHTH: At any time and from time to time, after the organization of the corporation, shares of its Capital Stock without par value may be issued, sold or subscribed for, for such consideration for each share and upon such other terms as may be fixed by the Board of Directors of the Corporation.

NINTH: No officer, director or shareholder of the corporation shall be disqualified by his office, membership or stock ownership from dealing or contracting with the corporation as a vendor, purchaser, employee, agent, or in any other similar or dissimilar capacity; nor shall any transaction, contract or act of the corporation be void or voidable or in any way affected or invalidated by reason of the fact that any such officer, director or shareholder of the corporation, any firm of which he may be a member or any other corporation of which he may be an officer, director or shareholder, is in any way interested in such transaction, contract or act, provided the interest of such officer, director or shareholder is disclosed to or known by the Board of Directors of the corporation, or such members thereof as shall be present at any meeting at which actions are taken upon any such transaction, contract or act. Neither shall such officer, director or shareholder be accountable or otherwise responsible to the corporation for or in connection with any such transaction, contract or act, or for any gains or profits realized by him by reason of the fact that he, any firm of which he is a member, or any other corporation of which he is an officer, director or shareholder, is interested in any such transaction, contract or act. Any such officer, director or shareholder, if he is a director, may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the corporation which shall authorize or take action upon any such transaction, contract or act, and he may vote at such meeting to authorize, adopt, ratify or approve any such transaction, contract or act to the same extent as if he, any firm of which he is a member, or any other corporation of which he is an officer, director or shareholder, were not interested in such transaction, contract or act.



TAB 5



PRODUCTS & SERVICES

Warranty

All new construction has a one (1) year warranty on civil workmanship. That is to include improper compaction, equipment installation, asphalt failure. Cracks in asphalt is NOT covered under warranty.

Court coatings systems are warranted against any excessive fading, peeling, and flaking for a period of one year from application.

Synthetic turf systems and rubberized track surfaces are covered for a period of one to five years from delamination or improper drainage.

Products

We have access to a wide variety of the industry leaders in track, field, and court surfacing manufacturers. We have worked with the following companies and can provide their products to customers: California Sport Surfaces (Court Coatings), Acrytech (Court Coatings), Laykold (Court Coatings), Field Turf (Synthetic Fields), AstroTurf (Synthetic Fields), Beynon (Track Surfacing), and Rekortan (Track Surfacing). Additionally, we provide athletic equipment from a variety of manufacturers including but not limited to: Bison Athletics, Putterman Athletic, Sportsfield Specialties, Gill Porter and BSN Sports.

Construction Services

Athletic Construction & Repairs

- Project Design & Permitting
- Complete Drainage Systems
- Site Prep
- Milling & Demolition
- Asphalt Paving
- Concrete Curbs & Flatwork
- Fencing
- Athletic Equipment
- Court Coating Systems
- Rubberized Court Coating Systems
- Rubberized Track Surfacing
- Synthetic Turf Field Construction & Installation
- Court Crack Repair Systems

Asphalt Paving & Repairs

- Concrete Driveways & Sidewalks
- Concrete Curbs
- Seal Coating
- Asphalt Patch Repair
- Cement Stabilization
- Speed Hump Installation
- Asphalt Milling & Overlays
- Asphalt Chip Seal
- Parking Lot Striping
- Bollard/Light Pole Installation
- Signage Installation
- Catch Basin Replacement/Repairs



TAB 6



REFERENCES

University of North Florida

Ervin Lewis, Assistant Director of Facilities
Jacksonville, FL
904-252-9511
E.Lewis@unf.edu
2019-2023

Resurface existing tennis courts,
Reconstruct running track, surface running
tracks, construct new synthetic turf fields
\$2,000 to \$1,600,000 projects

City of Winter Park

Mike McCosker, Assistant Director of Parks
& Recreation
Winter Park, FL
407-599-3623
mmccosker@cityofwinterpark.org
2019-2023

Resurface existing tennis courts, construct
new pickleball and tennis courts, reconstruct
running track, surface running tracks,
construct new synthetic turf fields
\$5,000 to \$1,700,000 projects

City of Jacksonville Beach

Jason Phitides, Director of Parks &
Recreation
Jacksonville Beach, FL
904-349-4457
jphitides@jaxbchfl.net
2019-2022

Resurface existing tennis courts,
Reconstruct tennis and basketball courts,
construct new synthetic turf field
\$15,000 to \$1,000,000 projects

Brevard Public Schools

Christopher Payne, Project Manager
Viera, FL
321-604-8041
Payne.Christopher@brevardschools.org
2021-2023

Resurface existing tennis and basketball
courts, reconstruct basketball courts,
reconstruct running tracks
\$3,000 to \$500,000 projects

Duval County Public Schools

Garfield Rhoden, Project Manager

Jacksonville, FL

904-858-6310

rhodeng@duvalschools.org

2019-2022

Resurface existing tennis courts,
Reconstruct tennis and basketball courts

\$4,000 to \$500,000 projects

City of New Smyrna Beach

Robert Salazar, Leisure Services Director

New Smyrna Beach, FL

386-410-2890

rsalazar@cityofnsb.com

2019-2023

Resurface existing tennis and pickleball
courts, reconstruct tennis and basketball
courts, reconstruct running track, construct
new synthetic turf field

\$7,000 to \$990,000 projects

Brevard County Parks & Recreation

Fred Ameigh, Maintenance Superintendent

Merritt Island, FL

321-302-1681

Frederick.ameigh@brevardfl.gov

2019-2023

Resurface existing tennis and basketball
courts, reconstruct tennis and basketball
courts

\$5,000 to \$200,000 projects

Orange County Public Schools

Thomas Slusser, Trades Tech

Orlando, FL

352-455-5617

Thomas.slusser@ocps.net

2019-2023

Resurface existing tennis and basketball
courts, Reconstruct tennis and basketball
courts, track striping, track cleaning,
rubberized track repair

\$2,000 to \$350,000 projects

University of Florida

Marty Dempsey, Senior Associate Director
Facilities & Operations

Gainesville, FL

352-273-2428

mdempsey@ufsa.ufl.edu

2020-2023

Resurface existing tennis courts,
Reconstruct tennis courts

\$30,000 to \$360,000 projects

Citrus County

Sherri Genung, Ground Maintenance
Manager

Inverness, FL

352-400-0577

Sherri.Genung@citrusbocc.com

2019-2023

Resurface existing tennis and basketball
courts

\$7,000 to \$36,000 projects



TAB 7



NIDY SPORTS CONSTRUCTION BID PRICING

Service Labor Rates All Lots	Unit of Measure	Installer Bid to Co-Op Division	State Multiplier	Price with Multiplier	2% NCPA Fee	Total Multiplier	Total Price to Client	Notes
CONCRETE								
4" Sidewalk (Under 50 SF)	SF	\$47.00	0%	\$47.00	\$0.94	\$0.00	\$47.94	
4" Sidewalk (Over 50 SF)	SF	\$27.00	0%	\$27.00	\$0.54	\$0.00	\$27.54	
6" Drive (Under 500 SF)	SF	\$37.00	0%	\$37.00	\$0.74	\$0.00	\$37.74	
6" Drive (Over 500 SF)	SF	\$27.00	0%	\$27.00	\$0.54	\$0.00	\$27.54	
6"x18" Curb	LF	\$50.00	0%	\$50.00	\$1.00	\$0.00	\$51.00	
6"x12" Curb	LF	\$40.00	0%	\$40.00	\$0.80	\$0.00	\$40.80	
4" Sidewalk with 18" Integral Curb	SF	\$37.00	0%	\$37.00	\$0.74	\$0.00	\$37.74	
Post Tension Concrete	SF	\$30.00	0%	\$30.00	\$0.60	\$0.00	\$30.60	
SEAL COATING								
Hot Rubber Crack Fill	LF	\$ 2.00	0%	\$ 2.00	\$ 0.04	\$0.00	\$ 2.04	
Seal Coat 1 Coat Asphalt Emulsion	SF	\$ 0.35	0%	\$ 0.35	\$ 0.01	\$0.00	\$ 0.36	
Seal Coat 2 Coat Asphalt Emulsion	SF	\$ 0.40	0%	\$ 0.40	\$ 0.01	\$0.00	\$ 0.41	
Seal Coat 1 Coat Coal Tar	SF	\$ 0.35	0%	\$ 0.35	\$ 0.01	\$0.00	\$ 0.36	
Seal Coat 2 Coat Coal Tar	SF	\$ 0.40	0%	\$ 0.40	\$ 0.01	\$0.00	\$ 0.41	
ASPHALT REPAIR								
Asphalt Patch	SF	\$ 20.00	0%	\$ 20.00	\$ 0.40	\$0.00	\$ 20.40	
Asphalt Remove/Replace 2" (Under 5,000 SF)	SF	\$ 18.00	0%	\$ 18.00	\$ 0.36	\$0.00	\$ 18.36	
Asphalt Remove/Replace 4" (Under 5,000 SF)	SF	\$ 23.00	0%	\$ 23.00	\$ 0.46	\$0.00	\$ 23.46	
Speed Bump Install	LF	\$ 100.00	0%	\$ 100.00	\$ 2.00	\$0.00	\$ 102.00	
ASPHALT PAVING								
Convention Chip and Seal	SF	\$ 1.50	0%	\$ 1.50	\$ 0.03	\$0.00	\$ 1.53	
Cement Stabilization	SY	\$ 19.00	0%	\$ 19.00	\$ 0.38	\$0.00	\$ 19.38	

6"x18" Curb & Gutter (500LF +)	LF	\$ 70.00	0%	\$ 70.00	\$ 1.40	\$0.00	\$ 71.40	
Asphalt Mill/Pave 2" 5,000 SF+	SF	\$ 3.00	0%	\$ 3.00	\$ 0.06	\$0.00	\$ 3.06	
Asphalt Mill/Pave 4" 5,000 SF+	SF	\$ 4.00	0%	\$ 4.00	\$ 0.08	\$0.00	\$ 4.08	
4" Sidewalk (Under 50 SF)	SF	\$ 47.00	0%	\$ 47.00	\$ 0.94	\$0.00	\$ 47.94	
4" Sidewalk (Over 50 SF)	SF	\$ 25.00	0%	\$ 25.00	\$ 0.50	\$0.00	\$ 25.50	
STRIPING								
Stall	EA	\$ 10.00	0%	\$ 10.00	\$ 0.20	\$0.00	\$ 10.20	
Numbering	EA	\$ 8.00	0%	\$ 8.00	\$ 0.16	\$0.00	\$ 8.16	
Misc. Word Stencil	Per Letter	\$ 5.00	0%	\$ 5.00	\$ 0.10	\$0.00	\$ 5.10	
Hash Out / Grid	SF	\$ 1.55	0%	\$ 1.55	\$ 0.03	\$0.00	\$ 1.58	
Handicap	EA	\$ 60.00	0%	\$ 60.00	\$ 1.20	\$0.00	\$ 61.20	
Arrows	EA	\$ 65.00	0%	\$ 65.00	\$ 1.30	\$0.00	\$ 66.30	
Paint Curbs	LF	\$ 2.75	0%	\$ 2.75	\$ 0.06	\$0.00	\$ 2.81	
Stop Bar	LF	\$ 3.75	0%	\$ 3.75	\$ 0.08	\$0.00	\$ 3.83	
Light Pole Base / Bollard	EA	\$ 64.00	0%	\$ 64.00	\$ 1.28	\$0.00	\$ 65.28	
MISC.								
Catch Basin Replace	EA	\$ 6,000.00	0%	\$6,000.00	\$ 120.00	\$0.00	\$ 6,120.00	
Catch Basin New Concrete Collar	EA	\$ 3,500.00	0%	\$3,500.00	\$ 70.00	\$0.00	\$ 3,570.00	
New Bollard Install	EA	\$ 2,000.00	0%	\$2,000.00	\$ 40.00	\$0.00	\$ 2,040.00	
New Sign Install	EA	\$ 1,400.00	0%	\$1,400.00	\$ 28.00	\$0.00	\$ 1,428.00	
TENNIS/PICKLEBALL SURFACING								
Acrylic Coating System (3 coat system)	SY	\$12.00	0%	\$12.00	\$0.24	\$0.00	\$12.24	
Acrylic Coating System (4 coat system)	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Acrylic Cushion System	SY	\$50.00	0%	\$50.00	\$1.00	\$0.00	\$51.00	
Armour Crack Repair System	LF	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
Stripe Tennis Court	EA	\$1,750.00	0%	\$1,750.00	\$35.00	\$0.00	\$1,785.00	
Stripe Pickleball Court	EA	\$1,500.00	0%	\$1,500.00	\$30.00	\$0.00	\$1,530.00	
Out of Town Travel Allowance	DAY	\$3,000.00	0%	\$3,000.00	\$60.00	\$0.00	\$3,060.00	
Courts less than 800SY for 3 coat system	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	

Courts less than 800SY for 4 coat system	SY	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
Project Design, Development or Consultant	DAY	\$2,500.00	0%	\$2,500.00	\$50.00	\$0.00	\$2,550.00	
Professional Engineering Services	JOB	\$45,000.00	0%	\$45,000.00	\$900.00	\$0.00	\$45,900.00	
Installer {Tradesman}	HR	\$100.00	0%	\$100.00	\$2.00	\$0.00	\$102.00	
Limerock Base (per 6" layer)	SF	\$3.50	0%	\$3.50	\$0.07	\$0.00	\$3.57	
Asphalt Paving (RAP Mix)	SF	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Asphalt Paving (Virgin Mix)	SF	\$7.00	0%	\$7.00	\$0.14	\$0.00	\$7.14	
BASKETBALL								
Basketball Equipment	EA	\$8,500.00	0%	\$8,500.00	\$170.00	\$0.00	\$8,670.00	Excavate & pour concrete footer, furnish
Stripe Basketball Court	EA	\$2,000.00	0%	\$2,000.00	\$40.00	\$0.00	\$2,040.00	
TRACK SURFACING								
3/8" Plexitrac Lightning (black)	SY	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
1/2" Plexitrac Lightning (black)	SY	\$35.00	0%	\$35.00	\$0.70	\$0.00	\$35.70	
3/8" Plexitrac Accelerator (red)	SY	\$35.00	0%	\$35.00	\$0.70	\$0.00	\$35.70	
1/2" Plexitrac Accelerator (red)	SY	\$40.00	0%	\$40.00	\$0.80	\$0.00	\$40.80	
BSS 100	SY	\$55.00	0%	\$55.00	\$1.10	\$0.00	\$56.10	
BSS 200	SY	\$65.00	0%	\$65.00	\$1.30	\$0.00	\$66.30	
BSS 300	SY	\$95.00	0%	\$95.00	\$1.90	\$0.00	\$96.90	
BSS 1000	SY	\$130.00	0%	\$130.00	\$2.60	\$0.00	\$132.60	
< 5,000 SY add on	SY	\$10.00	0%	\$10.00	\$0.20	\$0.00	\$10.20	
non standard color	SY	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Hobart Finish	SY	\$10.00	0%	\$10.00	\$0.20	\$0.00	\$10.20	
Stuctural Spray Standard Color	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Non Standard Color	SY	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Exchange Zone Color BSS 100 & BSS 200	LS	\$35,000.00	0%	\$35,000.00	\$700.00	\$0.00	\$35,700.00	
MAINTENANCE TRACK SURFACE								
Plexitrac Lightning Resurface (black)	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Plexitrac Lightning Resurface (red EPDM layers)	SY	\$30.00	0%	\$30.00	\$0.60	\$0.00	\$30.60	

Plexitrac Surfacers (black)	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Plexitrac Surfacers (red)	SY	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
Project Design, Development or Consultant	DAY	\$2,500.00	0%	\$2,500.00	\$50.00	\$0.00	\$2,550.00	
Professional Engineering Services	JOB	\$45,000.00	0%	\$45,000.00	\$900.00	\$0.00	\$45,900.00	
Installer (Tradesman)	HR	\$100.00	0%	\$100.00	\$2.00	\$0.00	\$102.00	
Asphalt Paving (RAP Mix)	SF	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Asphalt Paving (Virgin Mix)	SF	\$7.00	0%	\$7.00	\$0.14	\$0.00	\$7.14	
Track Cleaning	EA	\$10,000.00	0%	\$10,000.00	\$200.00	\$0.00	\$10,200.00	
Track Lining	EA	\$15,000.00	0%	\$15,000.00	\$300.00	\$0.00	\$15,300.00	
ARTIFICIAL TURF								
Artificial Turf Installation (Less than 40K SF)	SF	\$8.50	0.00%	\$8.50	\$0.17	\$0.00	\$8.67	
Artificial Turf Installation (Over 40K SF)	SF	\$7.00	0.00%	\$7.00	\$0.14	\$0.00	\$7.14	
Artificial Turf Pad Installation - ADD	SF	\$2.00	0.00%	\$2.00	\$0.04	\$0.00	\$2.04	
Artificial Turf Alt./Cooling Infill Installation - ADD	SF	\$1.50	0.00%	\$1.50	\$0.03	\$0.00	\$1.53	
Artificial Turf Removal	SF	\$1.00	0.00%	\$1.00	\$0.02	\$0.00	\$1.02	
BASEBALL/SOFTBALL								
Regrade Baseball/Softball Infield	SF	\$3.00	0%	\$3.00	\$0.06	\$0.00	\$3.06	Fine grade and groom infield with new infield
Install foul poles	PAIR	\$15,000.00	0%	\$15,000.00	\$300.00	\$0.00	\$15,300.00	
Install bases, home plate, & mound	EA	\$5,000.00	0%	\$5,000.00	\$100.00	\$0.00	\$5,100.00	
FIELD, TRACK & COURT CONSTRUCTION								
4' fence	LF	\$75.00	0.00%	\$75.00	\$1.50	\$0.00	\$76.50	
5' Fence	LF	\$80.00	0.00%	\$80.00	\$1.60	\$0.00	\$81.60	
6' Fence	LF	\$85.00	0.00%	\$85.00	\$1.70	\$0.00	\$86.70	
8' Fence	LF	\$90.00	0.00%	\$90.00	\$1.80	\$0.00	\$91.80	
10' fence	LF	\$115.00	0.00%	\$115.00	\$2.30	\$0.00	\$117.30	
20' Fence	LF	\$200.00	0.00%	\$200.00	\$4.00	\$0.00	\$204.00	
6' High Windscreen	LF	\$14.00	0.00%	\$14.00	\$0.28	\$0.00	\$14.28	
9' High Windscreen	LF	\$20.00	0.00%	\$20.00	\$0.40	\$0.00	\$20.40	
Milling	SF	\$2.00	0.00%	\$2.00	\$0.04	\$0.00	\$2.04	
4" Underdrains	LF	\$50.00	0.00%	\$50.00	\$1.00	\$0.00	\$51.00	

6" Underdrains	LF	\$60.00	0.00%	\$60.00	\$1.20	\$0.00	\$61.20	
8" Underdrains	LF	\$70.00	0.00%	\$70.00	\$1.40	\$0.00	\$71.40	
12" Underdrains	LF	\$80.00	0.00%	\$80.00	\$1.60	\$0.00	\$81.60	
15" Underdrains	LF	\$90.00	0.00%	\$90.00	\$1.80	\$0.00	\$91.80	
1" x 12" Flat Drains	LF	\$7.00	0.00%	\$7.00	\$0.14	\$0.00	\$7.14	
Geotextile Drainage Fabric	SY	\$1.50	0.00%	\$1.50	\$0.03	\$0.00	\$1.53	
Storm Structuers	EA	\$4,000.00	0.00%	\$4,000.00	\$80.00	\$0.00	\$4,080.00	
Rentention Trench	LF	\$150.00	0.00%	\$150.00	\$3.00	\$0.00	\$153.00	
Stone Base (per 6" layer)	SF	\$3.00	0.00%	\$3.00	\$0.06	\$0.00	\$3.06	
Undercut Site	CY	\$30.00	0.00%	\$30.00	\$0.60	\$0.00	\$30.60	
Post Footers and Tennis/Pickleball Equipment	Court	\$6,000.00	0.00%	\$6,000.00	\$120.00	\$0.00	\$6,120.00	
Trench Drain (ACO 2k,3K, 4K)	LF	\$90.00	0.00%	\$90.00	\$1.80	\$0.00	\$91.80	
6"x12" Curb	LF	\$40.00	0.00%	\$40.00	\$0.80	\$0.00	\$40.80	
8"x8" Curb	LF	\$35.00	0.00%	\$35.00	\$0.70	\$0.00	\$35.70	
12"x8" Curb	LF	\$45.00	0.00%	\$45.00	\$0.90	\$0.00	\$45.90	
8"x12" Curb	LF	\$45.00	0.00%	\$45.00	\$0.90	\$0.00	\$45.90	
6"x18" Curb	LF	\$50.00	0.00%	\$50.00	\$1.00	\$0.00	\$51.00	
12" x12" Curb	LF	\$50.00	0.00%	\$50.00	\$1.00	\$0.00	\$51.00	
Install Turf Nailer Board	LF	\$10.00	0.00%	\$10.00	\$0.20	\$0.00	\$10.20	
Install Take Off Board	EA	\$4,500.00	0.00%	\$4,500.00	\$90.00	\$0.00	\$4,590.00	
Install Pole Vault Tray and Lid	EA	\$6,000.00	0.00%	\$6,000.00	\$120.00	\$0.00	\$6,120.00	
Install Football Field Goal Posts	PAIR	\$35,000.00	0.00%	\$35,000.00	\$700.00	\$0.00	\$35,700.00	
Install Soccer Goals	PAIR	\$12,000.00	0.00%	\$12,000.00	\$240.00	\$0.00	\$12,240.00	
Long Jump Pit	EA	\$12,000.00	0.00%	\$12,000.00	\$240.00	\$0.00	\$12,240.00	
SHUFFLEBOARD/BOCCE								
Construct Shuffleboard Court	Court	\$25,000.00	0%	\$25,000.00	\$500.00	\$0.00	\$25,500.00	
Shuffleboard Resurface	Court	\$1,600.00	0%	\$1,600.00	\$32.00	\$0.00	\$1,632.00	
Construct Bocce Court	Court	\$35,000.00	0%	\$35,000.00	\$700.00	\$0.00	\$35,700.00	
Bocce Carpet Replacement	Court	\$6,500.00	0%	\$6,500.00	\$130.00	\$0.00	\$6,630.00	



TAB 8



VALUE ADDED SERVICES

We have included several additional line items into our pricing in Tab 7 that reflects additional services required with our customers and/or are commonly asked for during preliminary conversations.

Ancillary equipment packages primarily for field and track construction projects have been included as they need to be installed during the construction of the facility rather than afterwards like most equipment (hurdles, mats, etc.).

We have included specific striping packages as well as sports like pickleball are becoming much more popular and public facilities are now either trying to convert existing tennis facilities to pickleball or make their courts multi-use to cater to both tennis and pickleball courts.

Another big service that is becoming a large part of our business to meet a growing demand is our track and field maintenance and cleaning. We are contracted to clean all 22 high school tracks within Orange County Public Schools annually as there is specific equipment that must be used on rubberized track surfaces that does not damage it or void the warranty. We have included that maintenance portion into our pricing as school districts and municipalities are looking to protect and extend the life span of their large capital expenditures.

Lastly, design services is another service we can offer to customers to assist in both the pre-planning, actual design, and permitting of a large project so customers can be best informed on spacing, layout, and drainage concerns from the beginning of the project to both expedite the overall timeline from project inception to completion and help provide tighter budgeting from the get-go.



TAB 9

TAB 9

REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made.

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror

Nidy Sports Construction Co. Inc.

Address

751 General Hutchinson Parkway

City/State/Zip

Longwood, FL 32750

Authorized Signature



Date

3/23/2023

ANTITRUST CERTIFICATION STATEMENTS

TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name

THE NIDY SPORTS CONSTRUCTION CO. INC.

Address

751 GENERAL HUTCHISON PARKWAY

City/State/Zip

LONGWOOD, FL 32750

Telephone Number

407-330-9466

Fax Number

407-330-9343

Email Address

ZSTEVENSON@NIDYCOMPANY.COM

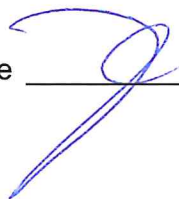
Printed Name

ZACH STEVENSON

Title

PRESIDENT

Authorized Signature



STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>



Meeting Date: December 5, 2023
Item #: 17

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Robert Frank

Subject: Approval to Piggyback the NCPA/OMNIA Partners Contract for Construction of Tiger Minor Pickleball Courts by The NIDY Sports Construction Company, Inc. (Parks and Recreation Director Johnson)

Background Summary:

According to the 2023 Sports & Fitness Industry Association's (SFIA) Topline Participation Report, Pickleball is America's fastest growing sport for the third year in a row at over a 158% growth rate. As part of the city's continued focus on park and recreational improvements, the Parks and Recreation Department has budgeted funds to add additional pickleball courts at Tiger Minor Park to promote healthy recreational activities for all ages. Staff is requesting permission to piggyback off the NCPA/OMNIA Partners Contract for the construction of new pickleball courts by The Nidy Sports Construction Company, Inc. The Nidy Sports Construction Company, Inc. has submitted a proposal to construct six new pickleball courts in accordance with the plans, with unit pricing in the amount of \$162,300.00, based upon the aforementioned contract.

Issue:

Should the Honorable Mayor and City Commissioners approve piggybacking off the NCPA/OMNIA Partners Contract and award construction of the six new pickleball courts to The Nidy Sports Construction Company, Inc. for the amount of \$162,300.00?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the piggybacking of the NCPA/OMNIA Partners Contract and award construction of the six new pickleball courts to The Nidy Sports Construction Company, Inc. for the amount of \$162,300.00.

Attachments:

1. Nidy Sports Proposal - Tiger Minor Pickleball Courts
2. NCPA OMNIA Partners Relationship Letter
3. NCPA Contract Rates
4. NCPA Nidy Contract

Financial Impacts:

The construction cost of the six new pickleball courts at Tiger Minor Park is \$162,300.00, and is budgeted in

the Fiscal Year 23/24 Rec. Impact Fees Capital Budget.
(Account #110-572-00-6302) (Job #P000423)

Type of Item: Consent

PICKLEBALL PROPOSAL

Submitted To:

October 27, 2023

City of Ocoee

RE: Tiger Minor Park Pickleball Courts

Attn: Dan Abdo, 407-427-9879

1 N. Bluford Avenue

Ocoee, FL 34761

*Payment to be upon completion. Price subject to change after 60 days. **Price below calculated using the National Cooperative Purchasing Alliance Contract 08-42.***

Six Pickleball Court Construction: \$162,300.00

SCOPE OF WORK (APPROX. 1,200 SY):

- 1) Mobilization and layout.
- 2) Site Prep:
 - a. Remove and dispose of sodding and loose material.
 - b. Rework existing subgrade. Laser grade and compact.
 - c. Subgrade to be 0.83% to 1.00% slope towards one end of court.
- 3) Furnish and install 6" of Limerock; laser grade and compact
- 4) Pave 1 1/2" of SP 9.5 RAP Asphalt on court. Paved Area: 90' x 120'
- 5) Furnish and install six (6) new sets of black pickleball net posts, sleeves, and concrete footers.
- 6) Furnish and install approximately 420 LF of 8' high black powder coated perimeter fencing, complete with two gates.
- 7) Furnish and install approximately 60 LF of 4' high black powder coated divider fencing, complete with two gates.
- 8) Flood courts and patch any areas holding water per ASBA and USTA guidelines.
- 9) Apply two (2) coats of Acrylic Resurfacer over the entire surface of the court.
- 10) Apply two (2) coats of Color Coating over the entire surface of the court.
 - a. Court Color: Dark Green
- 11) Paint regulation pickleball markings with white textured line paint.

NOTES:

- 1) Water must be allowed to drain from court surface. Do not block water flow on side of court with grass or landscaping.
- 2) Owner to provide suitable access for equipment, water, and electric as required.
- 3) Should owner request additional material applied or other work performed to the surface of court which is not outlined above, it will be at an extra cost.
- 4) **EXCLUSIONS:** Importation of clean infill, tree/landscape removal, survey, permits, erosion control, materials testing, sodding, root barrier, sidewalks, trench drains, irrigation, relocation of utilities, shade structures, cabanas, benches, court lighting, or conduit.

CRACKS IN COURTS:

It should be noted that as your pickleball court ages, it will develop cracks. After resurfacing, new cracks may appear and repaired cracks will reappear. Cracks develop in courts for various reasons with the most common being:

- 1) Constant expansion and contraction of more than 7,000 square feet of surface per court in response to constant fluctuations in ambient temperatures. These daily fluctuations are often greatest in winter.
- 2) Loss of flexibility of the asphalt as it ages and loses the oils used in the manufacturing process.
- 3) Changes in subsurface stability reflecting through the court surface.

Nidy does **NOT** provide any written or implied guarantee of courts being free from existing or new cracks; thus, cannot and does not warrant against new cracks appearing or old cracks reappearing after the court has been resurfaced.

WARRANTY:

Color Coating is warranted against any excessive fading for a period of one year from application. Surface is warranted against peeling and flaking for a period of one year from application. Problems from normal wear, vandalism, and improper care are excluded.

OPTIONAL ADD:

Increase court footprint to 90' x 180' to accommodate nine (9) total pickleball courts. Note that additional trees and sidewalk work would be required. – **ADD \$50,100.00**

Owner's Name & Billing Address: _____

Job Site's Contact Name & Phone: _____

Job Site's Address: _____

Authorized Signature

Total Dollar Amount Authorized

Date

OMNIA Partners Continues to Lead Public Sector Cooperative Purchasing

Acquisition of NCPA Offers Additional Value to the Market



FRANKLIN, Tenn., Dec. 6, 2022 /PRNewswire/ -- OMNIA Partners announces the acquisition of National Cooperative Purchase Alliance (NCPA), a leading national government purchasing cooperative based in Houston, TX. This most recent acquisition enriches OMNIA Partners as the nation's most experienced cooperative purchasing organization serving state and local government, K-12 education, and higher education institutions. The successful integration of NCPA into OMNIA Partners augments the organization's differentiators of unparalleled scale and expertise while driving increased savings and efficiency for the purchasing community.

"OMNIA Partners is recognized as the leader in cooperative purchasing by continually creating additional value and delivering extensive solutions to our participants and suppliers," **said M. Todd Abner, Founder, President & CEO of OMNIA Partners.** "The acquisition of NCPA enhances our value in the public sector market by adding additional world class supplier partners and further extending OMNIA Partners reach into the public sector."

OMNIA Partners, Public Sector will continue to utilize the lead agency contracting process that has become a strategic best practice in public procurement. All contracts available in the portfolio have been competitively solicited and publicly awarded by a lead agency. The expansive contract portfolio and all contract documentation may be viewed on the website.

"NCPA is thrilled to join OMNIA Partners," says **Matthew Mackel, Director of Business Development, NCPA.** "The merger of our two organizations will provide procurement teams immediate access to a larger offering of innovative, world-class solutions that will transform their purchasing process."

About OMNIA Partners

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Our immense purchasing power and industry-leading suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

Through the economies of scale created by OMNIA Partners, our participants now have access to an extensive portfolio of competitively solicited and publicly awarded agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to K-12 education, state and local government, higher education, and non-profits.



NIDY SPORTS CONSTRUCTION BID PRICING

Service Labor Rates All Lots	Unit of Measure	Installer Bid to Co-Op Division	State Multiplier	Price with Multiplier	2% NCPA Fee	Total Multiplier	Total Price to Client	Notes
CONCRETE								
4" Sidewalk (Under 50 SF)	SF	\$47.00	0%	\$47.00	\$0.94	\$0.00	\$47.94	
4" Sidewalk (Over 50 SF)	SF	\$27.00	0%	\$27.00	\$0.54	\$0.00	\$27.54	
6" Drive (Under 500 SF)	SF	\$37.00	0%	\$37.00	\$0.74	\$0.00	\$37.74	
6" Drive (Over 500 SF)	SF	\$27.00	0%	\$27.00	\$0.54	\$0.00	\$27.54	
6"x18" Curb	LF	\$50.00	0%	\$50.00	\$1.00	\$0.00	\$51.00	
6"x12" Curb	LF	\$40.00	0%	\$40.00	\$0.80	\$0.00	\$40.80	
4" Sidewalk with 18" Integral Curb	SF	\$37.00	0%	\$37.00	\$0.74	\$0.00	\$37.74	
Post Tension Concrete	SF	\$30.00	0%	\$30.00	\$0.60	\$0.00	\$30.60	
SEAL COATING								
Hot Rubber Crack Fill	LF	\$ 2.00	0%	\$ 2.00	\$ 0.04	\$0.00	\$ 2.04	
Seal Coat 1 Coat Asphalt Emulsion	SF	\$ 0.35	0%	\$ 0.35	\$ 0.01	\$0.00	\$ 0.36	
Seal Coat 2 Coat Asphalt Emulsion	SF	\$ 0.40	0%	\$ 0.40	\$ 0.01	\$0.00	\$ 0.41	
Seal Coat 1 Coat Coal Tar	SF	\$ 0.35	0%	\$ 0.35	\$ 0.01	\$0.00	\$ 0.36	
Seal Coat 2 Coat Coal Tar	SF	\$ 0.40	0%	\$ 0.40	\$ 0.01	\$0.00	\$ 0.41	
ASPHALT REPAIR								
Asphalt Patch	SF	\$ 20.00	0%	\$ 20.00	\$ 0.40	\$0.00	\$ 20.40	
Asphalt Remove/Replace 2" (Under 5,000 SF)	SF	\$ 18.00	0%	\$ 18.00	\$ 0.36	\$0.00	\$ 18.36	
Asphalt Remove/Replace 4" (Under 5,000 SF)	SF	\$ 23.00	0%	\$ 23.00	\$ 0.46	\$0.00	\$ 23.46	
Speed Bump Install	LF	\$ 100.00	0%	\$ 100.00	\$ 2.00	\$0.00	\$ 102.00	
ASPHALT PAVING								
Convention Chip and Seal	SF	\$ 1.50	0%	\$ 1.50	\$ 0.03	\$0.00	\$ 1.53	
Cement Stabilization	SY	\$ 19.00	0%	\$ 19.00	\$ 0.38	\$0.00	\$ 19.38	

6"x18" Curb & Gutter (500LF +)	LF	\$ 70.00	0%	\$ 70.00	\$ 1.40	\$0.00	\$ 71.40	
Asphalt Mill/Pave 2" 5,000 SF+	SF	\$ 3.00	0%	\$ 3.00	\$ 0.06	\$0.00	\$ 3.06	
Asphalt Mill/Pave 4" 5,000 SF+	SF	\$ 4.00	0%	\$ 4.00	\$ 0.08	\$0.00	\$ 4.08	
4" Sidewalk (Under 50 SF)	SF	\$ 47.00	0%	\$ 47.00	\$ 0.94	\$0.00	\$ 47.94	
4" Sidewalk (Over 50 SF)	SF	\$ 25.00	0%	\$ 25.00	\$ 0.50	\$0.00	\$ 25.50	
STRIPING								
Stall	EA	\$ 10.00	0%	\$ 10.00	\$ 0.20	\$0.00	\$ 10.20	
Numbering	EA	\$ 8.00	0%	\$ 8.00	\$ 0.16	\$0.00	\$ 8.16	
Misc. Word Stencil	Per Letter	\$ 5.00	0%	\$ 5.00	\$ 0.10	\$0.00	\$ 5.10	
Hash Out / Grid	SF	\$ 1.55	0%	\$ 1.55	\$ 0.03	\$0.00	\$ 1.58	
Handicap	EA	\$ 60.00	0%	\$ 60.00	\$ 1.20	\$0.00	\$ 61.20	
Arrows	EA	\$ 65.00	0%	\$ 65.00	\$ 1.30	\$0.00	\$ 66.30	
Paint Curbs	LF	\$ 2.75	0%	\$ 2.75	\$ 0.06	\$0.00	\$ 2.81	
Stop Bar	LF	\$ 3.75	0%	\$ 3.75	\$ 0.08	\$0.00	\$ 3.83	
Light Pole Base / Bollard	EA	\$ 64.00	0%	\$ 64.00	\$ 1.28	\$0.00	\$ 65.28	
MISC.								
Catch Basin Replace	EA	\$ 6,000.00	0%	\$6,000.00	\$ 120.00	\$0.00	\$ 6,120.00	
Catch Basin New Concrete Collar	EA	\$ 3,500.00	0%	\$3,500.00	\$ 70.00	\$0.00	\$ 3,570.00	
New Bollard Install	EA	\$ 2,000.00	0%	\$2,000.00	\$ 40.00	\$0.00	\$ 2,040.00	
New Sign Install	EA	\$ 1,400.00	0%	\$1,400.00	\$ 28.00	\$0.00	\$ 1,428.00	
TENNIS/PICKLEBALL SURFACING								
Acrylic Coating System (3 coat system)	SY	\$12.00	0%	\$12.00	\$0.24	\$0.00	\$12.24	
Acrylic Coating System (4 coat system)	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Acrylic Cushion System	SY	\$50.00	0%	\$50.00	\$1.00	\$0.00	\$51.00	
Armour Crack Repair System	LF	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
Stripe Tennis Court	EA	\$1,750.00	0%	\$1,750.00	\$35.00	\$0.00	\$1,785.00	
Stripe Pickleball Court	EA	\$1,500.00	0%	\$1,500.00	\$30.00	\$0.00	\$1,530.00	
Out of Town Travel Allowance	DAY	\$3,000.00	0%	\$3,000.00	\$60.00	\$0.00	\$3,060.00	
Courts less than 800SY for 3 coat system	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	

Courts less than 800SY for 4 coat system	SY	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
Project Design, Development or Consultant	DAY	\$2,500.00	0%	\$2,500.00	\$50.00	\$0.00	\$2,550.00	
Professional Engineering Services	JOB	\$45,000.00	0%	\$45,000.00	\$900.00	\$0.00	\$45,900.00	
Installer {Tradesman}	HR	\$100.00	0%	\$100.00	\$2.00	\$0.00	\$102.00	
Limerock Base (per 6" layer)	SF	\$3.50	0%	\$3.50	\$0.07	\$0.00	\$3.57	
Asphalt Paving (RAP Mix)	SF	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Asphalt Paving (Virgin Mix)	SF	\$7.00	0%	\$7.00	\$0.14	\$0.00	\$7.14	
BASKETBALL								
Basketball Equipment	EA	\$8,500.00	0%	\$8,500.00	\$170.00	\$0.00	\$8,670.00	Excavate & pour concrete footer, furnish
Stripe Basketball Court	EA	\$2,000.00	0%	\$2,000.00	\$40.00	\$0.00	\$2,040.00	
TRACK SURFACING								
3/8" Plexitrac Lightning (black)	SY	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
1/2" Plexitrac Lightning (black)	SY	\$35.00	0%	\$35.00	\$0.70	\$0.00	\$35.70	
3/8" Plexitrac Accelerator (red)	SY	\$35.00	0%	\$35.00	\$0.70	\$0.00	\$35.70	
1/2" Plexitrac Accelerator (red)	SY	\$40.00	0%	\$40.00	\$0.80	\$0.00	\$40.80	
BSS 100	SY	\$55.00	0%	\$55.00	\$1.10	\$0.00	\$56.10	
BSS 200	SY	\$65.00	0%	\$65.00	\$1.30	\$0.00	\$66.30	
BSS 300	SY	\$95.00	0%	\$95.00	\$1.90	\$0.00	\$96.90	
BSS 1000	SY	\$130.00	0%	\$130.00	\$2.60	\$0.00	\$132.60	
< 5,000 SY add on	SY	\$10.00	0%	\$10.00	\$0.20	\$0.00	\$10.20	
non standard color	SY	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Hobart Finish	SY	\$10.00	0%	\$10.00	\$0.20	\$0.00	\$10.20	
Stuctural Spray Standard Color	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Non Standard Color	SY	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Exchange Zone Color BSS 100 & BSS 200	LS	\$35,000.00	0%	\$35,000.00	\$700.00	\$0.00	\$35,700.00	
MAINTENANCE TRACK SURFACE								
Plexitrac Lightning Resurface (black)	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Plexitrac Lightning Resurface (red EPDM layers)	SY	\$30.00	0%	\$30.00	\$0.60	\$0.00	\$30.60	

Plexitrac Surfacers (black)	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Plexitrac Surfacers (red)	SY	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
Project Design, Development or Consultant	DAY	\$2,500.00	0%	\$2,500.00	\$50.00	\$0.00	\$2,550.00	
Professional Engineering Services	JOB	\$45,000.00	0%	\$45,000.00	\$900.00	\$0.00	\$45,900.00	
Installer (Tradesman)	HR	\$100.00	0%	\$100.00	\$2.00	\$0.00	\$102.00	
Asphalt Paving (RAP Mix)	SF	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Asphalt Paving (Virgin Mix)	SF	\$7.00	0%	\$7.00	\$0.14	\$0.00	\$7.14	
Track Cleaning	EA	\$10,000.00	0%	\$10,000.00	\$200.00	\$0.00	\$10,200.00	
Track Lining	EA	\$15,000.00	0%	\$15,000.00	\$300.00	\$0.00	\$15,300.00	
ARTIFICIAL TURF								
Artificial Turf Installation (Less than 40K SF)	SF	\$8.50	0.00%	\$8.50	\$0.17	\$0.00	\$8.67	
Artificial Turf Installation (Over 40K SF)	SF	\$7.00	0.00%	\$7.00	\$0.14	\$0.00	\$7.14	
Artificial Turf Pad Installation - ADD	SF	\$2.00	0.00%	\$2.00	\$0.04	\$0.00	\$2.04	
Artificial Turf Alt./Cooling Infill Installation - ADD	SF	\$1.50	0.00%	\$1.50	\$0.03	\$0.00	\$1.53	
Artificial Turf Removal	SF	\$1.00	0.00%	\$1.00	\$0.02	\$0.00	\$1.02	
BASEBALL/SOFTBALL								
Regrade Baseball/Softball Infield	SF	\$3.00	0%	\$3.00	\$0.06	\$0.00	\$3.06	Fine grade and groom infield with new infield
Install foul poles	PAIR	\$15,000.00	0%	\$15,000.00	\$300.00	\$0.00	\$15,300.00	
Install bases, home plate, & mound	EA	\$5,000.00	0%	\$5,000.00	\$100.00	\$0.00	\$5,100.00	
FIELD, TRACK & COURT CONSTRUCTION								
4' fence	LF	\$75.00	0.00%	\$75.00	\$1.50	\$0.00	\$76.50	
5' Fence	LF	\$80.00	0.00%	\$80.00	\$1.60	\$0.00	\$81.60	
6' Fence	LF	\$85.00	0.00%	\$85.00	\$1.70	\$0.00	\$86.70	
8' Fence	LF	\$90.00	0.00%	\$90.00	\$1.80	\$0.00	\$91.80	
10' fence	LF	\$115.00	0.00%	\$115.00	\$2.30	\$0.00	\$117.30	
20' Fence	LF	\$200.00	0.00%	\$200.00	\$4.00	\$0.00	\$204.00	
6' High Windscreen	LF	\$14.00	0.00%	\$14.00	\$0.28	\$0.00	\$14.28	
9' High Windscreen	LF	\$20.00	0.00%	\$20.00	\$0.40	\$0.00	\$20.40	
Milling	SF	\$2.00	0.00%	\$2.00	\$0.04	\$0.00	\$2.04	
4" Underdrains	LF	\$50.00	0.00%	\$50.00	\$1.00	\$0.00	\$51.00	

6" Underdrains	LF	\$60.00	0.00%	\$60.00	\$1.20	\$0.00	\$61.20	
8" Underdrains	LF	\$70.00	0.00%	\$70.00	\$1.40	\$0.00	\$71.40	
12" Underdrains	LF	\$80.00	0.00%	\$80.00	\$1.60	\$0.00	\$81.60	
15" Underdrains	LF	\$90.00	0.00%	\$90.00	\$1.80	\$0.00	\$91.80	
1" x 12" Flat Drains	LF	\$7.00	0.00%	\$7.00	\$0.14	\$0.00	\$7.14	
Geotextile Drainage Fabric	SY	\$1.50	0.00%	\$1.50	\$0.03	\$0.00	\$1.53	
Storm Structuers	EA	\$4,000.00	0.00%	\$4,000.00	\$80.00	\$0.00	\$4,080.00	
Rentention Trench	LF	\$150.00	0.00%	\$150.00	\$3.00	\$0.00	\$153.00	
Stone Base (per 6" layer)	SF	\$3.00	0.00%	\$3.00	\$0.06	\$0.00	\$3.06	
Undercut Site	CY	\$30.00	0.00%	\$30.00	\$0.60	\$0.00	\$30.60	
Post Footers and Tennis/Pickleball Equipment	Court	\$6,000.00	0.00%	\$6,000.00	\$120.00	\$0.00	\$6,120.00	
Trench Drain (ACO 2k,3K, 4K)	LF	\$90.00	0.00%	\$90.00	\$1.80	\$0.00	\$91.80	
6"x12" Curb	LF	\$40.00	0.00%	\$40.00	\$0.80	\$0.00	\$40.80	
8"x8" Curb	LF	\$35.00	0.00%	\$35.00	\$0.70	\$0.00	\$35.70	
12"x8" Curb	LF	\$45.00	0.00%	\$45.00	\$0.90	\$0.00	\$45.90	
8"x12" Curb	LF	\$45.00	0.00%	\$45.00	\$0.90	\$0.00	\$45.90	
6"x18" Curb	LF	\$50.00	0.00%	\$50.00	\$1.00	\$0.00	\$51.00	
12" x12" Curb	LF	\$50.00	0.00%	\$50.00	\$1.00	\$0.00	\$51.00	
Install Turf Nailer Board	LF	\$10.00	0.00%	\$10.00	\$0.20	\$0.00	\$10.20	
Install Take Off Board	EA	\$4,500.00	0.00%	\$4,500.00	\$90.00	\$0.00	\$4,590.00	
Install Pole Vault Tray and Lid	EA	\$6,000.00	0.00%	\$6,000.00	\$120.00	\$0.00	\$6,120.00	
Install Football Field Goal Posts	PAIR	\$35,000.00	0.00%	\$35,000.00	\$700.00	\$0.00	\$35,700.00	
Install Soccer Goals	PAIR	\$12,000.00	0.00%	\$12,000.00	\$240.00	\$0.00	\$12,240.00	
Long Jump Pit	EA	\$12,000.00	0.00%	\$12,000.00	\$240.00	\$0.00	\$12,240.00	
SHUFFLEBOARD/BOCCE								
Construct Shuffleboard Court	Court	\$25,000.00	0%	\$25,000.00	\$500.00	\$0.00	\$25,500.00	
Shuffleboard Resurface	Court	\$1,600.00	0%	\$1,600.00	\$32.00	\$0.00	\$1,632.00	
Construct Bocce Court	Court	\$35,000.00	0%	\$35,000.00	\$700.00	\$0.00	\$35,700.00	
Bocce Carpet Replacement	Court	\$6,500.00	0%	\$6,500.00	\$130.00	\$0.00	\$6,630.00	

1	Master Agreement / Signature Form
2	NCPA Administration Agreement
3	Vendor Questionnaire
4	Vendor Profile
5	Products and Services / Scope
6	References
7	Pricing
8	Value Added Products and Services
9	Required Documents
10	



TAB 1

TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

The Nidy Sports Construction Co. Inc.
Company Name

751 General Hutchison Parkway
Address

Longwood
City

FL
State

32750
Zip

407.330.9466
Telephone Number

407-330-9343
Fax Number

zstevenson@nidysportscompany.com
Email Address

Zach Stevenson
Printed Name

President
Position


Authorized Signature



TAB 2

TAB 2

NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Nidy Sports Construction Co. Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 08-42, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Athletic Surfacing and Asphalt Maintenance;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

Sarah Vavra
Name

Sr. Vice President, Public Sector Contracting
Title

5001 Aspen Grove
Address

Franklin, TN 37067
Address


Signature

May 1, 2023
Date

Niday Sports Construction, Co. Inc.
Vendor Name

Zach Stevenson
Name

President
Title

751 General Hutchison Parkway
Address

Longwood, FL 32750
Address


Signature

3/23/2023
Date



TAB 3

TAB 3

VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☐ All 50 States & District of Columbia

(Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☒ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☒ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☒ Florida	☐ Kentucky	☒ Ohio	☒ West Virginia
☒ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☒ Pennsylvania	

☐ All U.S. Territories and Outlying Areas

(Selecting this box is equal to checking all boxes below)

☐ American Samoa	☐ Northern Marina Island
☐ Federated States of Micronesia	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands

☐ Midway Islands	
☐ All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes ☐ Maybe ☒ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☒ Yes ☐ Maybe ☐ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise
Respondent Certifies that this firm
a Minority / Women Business Enterprise

☐ Historically Underutilized Business
Respondent Certifies that this firm is a
Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☒ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of LONGWOOD,
State of FLORIDA.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- ☒ Manufacturer Direct ☐ Certified education/government reseller
☐ Authorized Distributor ☐ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other: _____

Processing Contact Information

Contact Person Chris Tappan
Title Sales Professional
Company Nidy Sports Construction Co. Inc.
Address 751 General Hutchinson Parkway
City/State/Zip Longwood, FL 32750
Phone 407-330-9464
Email ctappan@nidysportscompany.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

Cooperatives

List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
N/A			



TAB 4

TAB 4

VENDOR PROFILE

Please provide the following information about your company:

- Company's official registered name.
[The Nidy Sports Construction Company, Inc.](#)
- Brief history of your company, including the year it was established.
[See Attached Statement of Qualification](#)
- Company's Dun & Bradstreet (D&B) number.
[N/A](#)
- Company's organizational chart of those individuals that would be involved in the contract.
[See Attached](#)
- Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
[See Attached](#)
- Define your standard terms of payment.
[Due upon completion OR monthly progress invoices/payments if the project exceeds one month.](#)
- Who is your competition in the marketplace?
[Site and asphalt paving contractors.](#)
- Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties [2021 - \\$1.4M, 2020 - \\$1.2M, 2019 - \\$1.0M](#)
 - K-12 [2021 - \\$1.8M, 2020 - \\$1.7M, 2019 - \\$1.7M](#) [\(Excludes work with construction managers\)](#)
 - Higher Education [2021 - \\$2.0M, 2020 - \\$1.3M, 2019 - \\$1.4M](#)
 - Other government agencies or nonprofit organizations [N/A](#)
- Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
 - [\\$ 22,000,000](#) in year one
 - [\\$ 25,000,000](#) in year two
 - [\\$ 30,000,000](#) in year three
- What differentiates your company from competitors?
[See Attached Statement of Qualification](#)
- Describe how your company will market this contract if awarded.
[Website, Trade Shows, and in-field education with customers.](#)
- Describe how you intend to introduce NCPA to your company.
[Employee Training](#)
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
[N/A](#)
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
[Monday-Friday 8:00 AM - 5:00 PM. Office Location: Longwood, FL](#)
- Green Initiatives (if applicable)

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.
[We diligently use environmentally friendly products when applicable.](#)
- Anti-Discrimination Policy (if applicable)
 - Describe your organizations' anti-discrimination policy.
[See Attached Equal Opportunity Statement](#)
- Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.
[See Attached](#)



GAME ON!

Courts By Nidy Sports.



LONGWOOD, FL

(800) 226-6439

www.nidysports.com





We Proudly Self Perform

Site Work, Paving,
Turf Installation,
Athletic Coatings &
Sports Equipment
Statewide Service



Courts By Nidy Sports.



LONGWOOD, FL

(800) 226-6439

www.nidysports.com



STATEMENT OF QUALIFICATION

The Nidy Sports Construction Company was founded in 1924. Through the leadership of Robert Nidy and son, Lynn Nidy, the family owned business thrived in difficult economic times by developing the game of shuffleboard and building most of the courts in the Southeastern part of the United States.

Nidy was acquired in 2007 and expanded the business while maintaining the same integrity and commitment that our customers have come to expect. A key differentiator between competitors is the breadth of services we provide for outdoor sport facilities (shuffleboard to pickleball to collegiate track and fields) while also being able to self-perform the vast majority of our work. Most of our competitors only focus on one or two types of facilities and/or can only perform a small portion of the work requiring additional use of subcontractors. We truly believe we offer a turnkey solution to our customers.

We bring value to every project with a reputation for effective communication and innovation. We are a licensed **Florida Building Contractor** & member of the **American Sports Builders Association**. We not only bring technical expertise to each project, but we bring the creativity and ingenuity developed through decades of attention to detail. Our team can handle any project big or small, from \$10,000 to in excess of \$5,000,000. We have successfully constructed courts, fields & tracks at various public school, parks & private clubs throughout the country. Nidy Sports has worked collectively with municipalities, engineers and construction managers to consistently deliver quality projects.

Nidy Sports Construction Company is a full service design-build company. We are competent in new construction and renovation of tennis courts, running tracks, synthetic fields, basketball courts, pickleball courts, volleyball courts, bocce ball courts, horseshoe throwing pits & shuffleboard courts. We are Authorized Applicators for [Plexipave®](#), [Plexitrac®](#) and [DecoTurf®](#), and [FieldTurf](#) - the world's leading suppliers of the sports surfacing systems demanded by the professionals. The Nidy Company strives to maintain its reputation for integrity, teamwork and commitment through the projects and relationships we build.



Name of Firm	Nidy Sports Construction
Tax ID	26-1284761
Company Type	Corporation
Corporate Office	751 General Hutchison Pkwy Longwood, FL 32750
	Phone: (407) 330-9466 Fax: (407) 330-9343
Website	https://nidy-sports.thevascogroup.com
License	Certified Building Contractor CBC 1261000
Affiliations	Associated Builders & Contractors (ABC Central Florida Chapter)
	American Sports Builders Association

Company Contacts

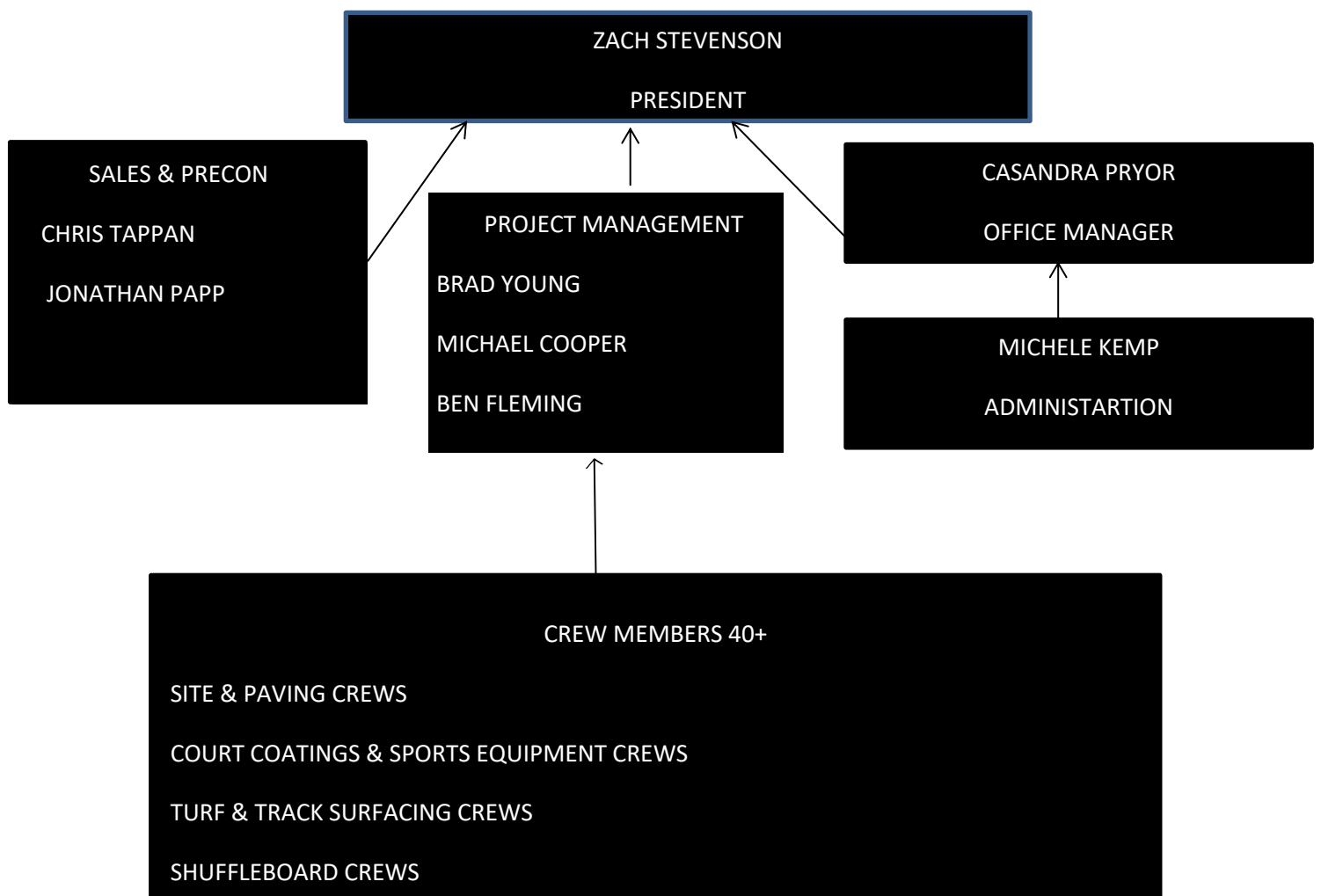
Christopher Tappan, Sales & Preconstruction Manager
321-377-7593 | ctappan@nidycompany.com

Jonathan Papp, Sales & Marketing Manager
407-205-3778 | jpapp@nidycompany.com

Zach Stevenson, President
407-450-3881 | zstevenson@nidycompany.com



COMPANY ORGANIZATIONAL CHART



Equal Opportunity Statement



5

Nidy Sports Construction is an equal opportunity employer and does not discriminate against any employee or applicant because of race, color, religion, age, sex, national origin, military, veteran status, disability, or in any other manner that violates the law.

All phases of employment including, but not limited to, recruiting, hiring, selection for training, promotion, demotion, discipline, rates of pay or other compensation, transfer, layoff, termination, recall, use of all facilities, and participation in all Company sponsored activities, will be administered so as to further the principle of equal employment opportunity.

Title 1 of the Americans with Disabilities Act (ADA) prohibits discrimination in any terms of conditions of employment for qualified individuals with a disability.

Nidy Sports Construction will adhere to State regulations as to accommodating employees who speak languages other than English. We will attempt to provide coaching, translation, and general support to those employees who need language assistance while working at Nidy Sports Construction.

All employees are expected to comply with this Equal Employment Opportunity Policy. Any individual who believes or suspects that he or she is being treated in violation of this EEO policy must immediately contact his or her Supervisor or any member of Management so that an investigation can immediately occur. Nidy Sports Construction will neither condone nor tolerate any act of discrimination and/or any violation of this EEO policy. Similarly, there is zero tolerance for any act of retaliation against an individual who makes a complaint under this policy or aides in any investigation of such a complaint.

Any employee found to have violated this policy in any manner will be subject to disciplinary action up to and including discharge.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STEVENSON, ZACHARY

THE NIDY SPORTS CONSTRUCTION COMPANY, INC.
751 GENERAL HUTCHISON PARKWAY
★ LONGWOOD FL 32750 ★

LICENSE NUMBER: CBC1261000

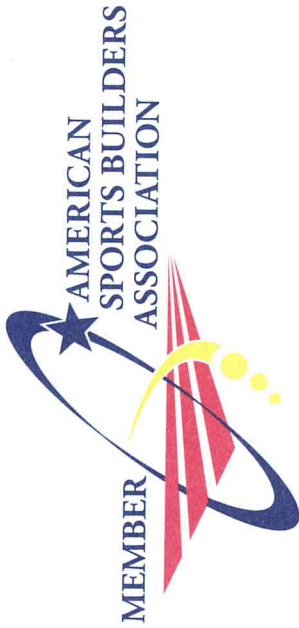
EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Certificate of Membership

This is to certify that

The Nidy Sports Construction Company, Inc.
Is a Member of the Builder Division
of the

American Sports Builders Association

a nonprofit association, is a national organization for builders, designers, and suppliers of materials for tennis courts, running tracks, synthetic turf fields, indoor and outdoor synthetic sports surfaces. It is recognized as a centralized source for technical information, including construction guidelines.



The membership hereby conferred entitles the above named to use the name and membership mark of the Association on all proper forms, notices, and advertising subject to the conditions set forth in the By-Laws of the Association.

In Witness Whereof, The American Sports Builders Association has caused this certificate to be executed and its seal affixed by the Chairman and Secretary on January 21, 2008.

Secretary

Chairman



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/12/2007	200728501024	DOMESTIC ARTICLES/FOR PROFIT (ARF)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

CT CORPORATION SYSTEM
4400 EASTON COMMONS WAY, SUITE 125
ATTN: TIMOTHY ROBERSON
COLUMBUS, OH 43219

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner**1732793**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
THE NIDY SPORTS CONSTRUCTION COMPANY, INC.
and, that said business records show the filing and recording of:

Document(s)
DOMESTIC ARTICLES/FOR PROFIT

Document No(s):
200728501024



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 11th day of October, A.D.
2007.

Ohio Secretary of State



Prescribed by:

The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
☐ Yes PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***	
☒ No PO Box 670 Columbus, OH 43216	

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

☒ (1) Articles of Incorporation Profit (113-ARF) ORC 1701	☐ (2) Articles of Incorporation Non-Profit (114-ARN) ORC 1702	☐ (3) Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
---	--	---

Complete the general information in this section for the box checked above.	
FIRST: Name of Corporation	THE NIDY SPORTS CONSTRUCTION COMPANY, INC.
SECOND: Location	MASSILLON (City) STARK (County)
Effective Date (Optional)	_____ (mm/dd/yyyy)
Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.	
☐ Check here if additional provisions are attached	

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.	
THIRD: Purpose for which corporation is formed	To provide goods and services related to excavation, paving, and the construction and maintenance of sports related facilities and surfaces, as well as all reasonable purposes related thereto for which corporations may be formed under ORC 1701.01 to 1701.98

Complete the information in this section if box (1) or (3) is checked.			
FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)	1,500	Common	None
	(No. of Shares)	(Type)	(Par Value)
(Refer to instructions if needed)			

Completing the information in this section is optional

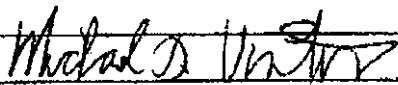
FIFTH: The following are the names and addresses of the individuals who are to serve as Initial Directors.

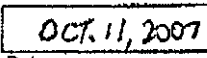
(Name)		
(Street)		
NOTE: P.O. Box Addresses are NOT acceptable.		
(City)	(State)	(Zip Code)

(Name)		
(Street)		
NOTE: P.O. Box Addresses are NOT acceptable.		
(City)	(State)	(Zip Code)

(Name)		
(Street)		
NOTE: P.O. Box Addresses are NOT acceptable.		
(City)	(State)	(Zip Code)

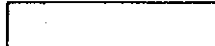
REQUIRED
Must be authenticated
(signed) by an authorized
representative
(See Instructions)


Authorized Representative


Date

MICHAEL D. VINTON
(Print Name)


Authorized Representative

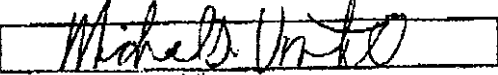
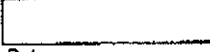

Date

(Print Name)


Authorized Representative


Date

(Print Name)

Complete the information in this section if box (1) (2) or (3) is checked.		
ORIGINAL APPOINTMENT OF STATUTORY AGENT		
The undersigned, being at least a majority of the incorporators of <u>The Nidy Sports Construction Company, Inc.</u>		
hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is		
<u>Michael D. Vinton</u>		
(Name)		
<u>4270 Sterilite Street SE</u>		
(Street) NOTE: P.O. Box Addresses are NOT acceptable.		
<u>Massillon</u>	<u>Ohio</u>	<u>44646</u>
(City)		(Zip Code)
Must be authenticated by an authorized representative		<u>OCT. 11, 2007</u>
	Authorized Representative	Date
	<u>MICHAEL D. VINTON</u>	
		
	Authorized Representative	Date
		
	Authorized Representative	Date
ACCEPTANCE OF APPOINTMENT		
The Undersigned,	<u>Michael D. Vinton</u>	named herein as the
Statutory agent for,	<u>The Nidy Sports Construction Company, Inc.</u>	
hereby acknowledges and accepts the appointment of statutory agent for said entity.		
Signature:		
	(Statutory Agent)	
	<u>MICHAEL D. VINTON</u>	

ADDITIONAL PROVISIONS

SIXTH: The corporation reserves the right at any time, and from time to time, substantially to change its purposes in the manner now or hereafter permitted by statute. Any change of the purposes of the corporation, authorized or approved by the holders of shares entitling them to exercise the proportion of the voting powers of the corporation now or hereafter required by statute, shall be binding and conclusive upon every shareholder of the corporation as fully as if such shareholder had voted therefor; and no shareholder, notwithstanding that he may have voted against such change of purposes or may have objected in writing thereto, shall be entitled to payment of the full cash value of his shares.

SEVENTH: This corporation shall have the power and authority, upon the affirmative vote of a simple majority of its Board of Directors, and without action by its shareholders, to purchase, hold, sell, transfer, reissue and cancel its own shares, provided it shall not use its funds or property for such purpose when such use would cause its assets to be less than its liabilities plus its stated capital, if any, or if the corporation is insolvent, or if there is reasonable ground to believe that by such purchase or redemption it would be rendered insolvent, and further provided, that shares of its own Capital Stock belonging to it and held as Treasury Shares shall not be voted, directly or indirectly.

EIGHTH: At any time and from time to time, after the organization of the corporation, shares of its Capital Stock without par value may be issued, sold or subscribed for, for such consideration for each share and upon such other terms as may be fixed by the Board of Directors of the Corporation.

NINTH: No officer, director or shareholder of the corporation shall be disqualified by his office, membership or stock ownership from dealing or contracting with the corporation as a vendor, purchaser, employee, agent, or in any other similar or dissimilar capacity; nor shall any transaction, contract or act of the corporation be void or voidable or in any way affected or invalidated by reason of the fact that any such officer, director or shareholder of the corporation, any firm of which he may be a member or any other corporation of which he may be an officer, director or shareholder, is in any way interested in such transaction, contract or act, provided the interest of such officer, director or shareholder is disclosed to or known by the Board of Directors of the corporation, or such members thereof as shall be present at any meeting at which actions are taken upon any such transaction, contract or act. Neither shall such officer, director or shareholder be accountable or otherwise responsible to the corporation for or in connection with any such transaction, contract or act, or for any gains or profits realized by him by reason of the fact that he, any firm of which he is a member, or any other corporation of which he is an officer, director or shareholder, is interested in any such transaction, contract or act. Any such officer, director or shareholder, if he is a director, may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the corporation which shall authorize or take action upon any such transaction, contract or act, and he may vote at such meeting to authorize, adopt, ratify or approve any such transaction, contract or act to the same extent as if he, any firm of which he is a member, or any other corporation of which he is an officer, director or shareholder, were not interested in such transaction, contract or act.



TAB 5



PRODUCTS & SERVICES

Warranty

All new construction has a one (1) year warranty on civil workmanship. That is to include improper compaction, equipment installation, asphalt failure. Cracks in asphalt is NOT covered under warranty.

Court coatings systems are warranted against any excessive fading, peeling, and flaking for a period of one year from application.

Synthetic turf systems and rubberized track surfaces are covered for a period of one to five years from delamination or improper drainage.

Products

We have access to a wide variety of the industry leaders in track, field, and court surfacing manufacturers. We have worked with the following companies and can provide their products to customers: California Sport Surfaces (Court Coatings), Acrytech (Court Coatings), Laykold (Court Coatings), Field Turf (Synthetic Fields), AstroTurf (Synthetic Fields), Beynon (Track Surfacing), and Rekortan (Track Surfacing). Additionally, we provide athletic equipment from a variety of manufacturers including but not limited to: Bison Athletics, Putterman Athletic, Sportsfield Specialties, Gill Porter and BSN Sports.

Construction Services

Athletic Construction & Repairs

- Project Design & Permitting
- Complete Drainage Systems
- Site Prep
- Milling & Demolition
- Asphalt Paving
- Concrete Curbs & Flatwork
- Fencing
- Athletic Equipment
- Court Coating Systems
- Rubberized Court Coating Systems
- Rubberized Track Surfacing
- Synthetic Turf Field Construction & Installation
- Court Crack Repair Systems

Asphalt Paving & Repairs

- Concrete Driveways & Sidewalks
- Concrete Curbs
- Seal Coating
- Asphalt Patch Repair
- Cement Stabilization
- Speed Hump Installation
- Asphalt Milling & Overlays
- Asphalt Chip Seal
- Parking Lot Striping
- Bollard/Light Pole Installation
- Signage Installation
- Catch Basin Replacement/Repairs



TAB 6



REFERENCES

University of North Florida

Ervin Lewis, Assistant Director of Facilities
Jacksonville, FL

904-252-9511

E.Lewis@unf.edu

2019-2023

Resurface existing tennis courts,
Reconstruct running track, surface running
tracks, construct new synthetic turf fields

\$2,000 to \$1,600,000 projects

City of Winter Park

Mike McCosker, Assistant Director of Parks
& Recreation

Winter Park, FL

407-599-3623

mmccosker@cityofwinterpark.org

2019-2023

Resurface existing tennis courts, construct
new pickleball and tennis courts, reconstruct
running track, surface running tracks,
construct new synthetic turf fields

\$5,000 to \$1,700,000 projects

City of Jacksonville Beach

Jason Phitides, Director of Parks &
Recreation

Jacksonville Beach, FL

904-349-4457

jphitides@jaxbchfl.net

2019-2022

Resurface existing tennis courts,
Reconstruct tennis and basketball courts,
construct new synthetic turf field

\$15,000 to \$1,000,000 projects

Brevard Public Schools

Christopher Payne, Project Manager

Viera, FL

321-604-8041

Payne.Christopher@brevardschools.org

2021-2023

Resurface existing tennis and basketball
courts, reconstruct basketball courts,
reconstruct running tracks

\$3,000 to \$500,000 projects

Duval County Public Schools

Garfield Rhoden, Project Manager

Jacksonville, FL

904-858-6310

rhodeng@duvalschools.org

2019-2022

Resurface existing tennis courts,
Reconstruct tennis and basketball courts

\$4,000 to \$500,000 projects

City of New Smyrna Beach

Robert Salazar, Leisure Services Director

New Smyrna Beach, FL

386-410-2890

rsalazar@cityofnsb.com

2019-2023

Resurface existing tennis and pickleball
courts, reconstruct tennis and basketball
courts, reconstruct running track, construct
new synthetic turf field

\$7,000 to \$990,000 projects

Brevard County Parks & Recreation

Fred Ameigh, Maintenance Superintendent

Merritt Island, FL

321-302-1681

Frederick.ameigh@brevardfl.gov

2019-2023

Resurface existing tennis and basketball
courts, reconstruct tennis and basketball
courts

\$5,000 to \$200,000 projects

Orange County Public Schools

Thomas Slusser, Trades Tech

Orlando, FL

352-455-5617

Thomas.slusser@ocps.net

2019-2023

Resurface existing tennis and basketball
courts, Reconstruct tennis and basketball
courts, track striping, track cleaning,
rubberized track repair

\$2,000 to \$350,000 projects

University of Florida

Marty Dempsey, Senior Associate Director
Facilities & Operations

Gainesville, FL

352-273-2428

mdempsey@ufsa.ufl.edu

2020-2023

Resurface existing tennis courts,
Reconstruct tennis courts

\$30,000 to \$360,000 projects

Citrus County

Sherri Genung, Ground Maintenance
Manager

Inverness, FL

352-400-0577

Sherri.Genung@citrusbocc.com

2019-2023

Resurface existing tennis and basketball
courts

\$7,000 to \$36,000 projects



TAB 7



NIDY SPORTS CONSTRUCTION BID PRICING

Service Labor Rates All Lots	Unit of Measure	Installer Bid to Co-Op Division	State Multiplier	Price with Multiplier	2% NCPA Fee	Total Multiplier	Total Price to Client	Notes
CONCRETE								
4" Sidewalk (Under 50 SF)	SF	\$47.00	0%	\$47.00	\$0.94	\$0.00	\$47.94	
4" Sidewalk (Over 50 SF)	SF	\$27.00	0%	\$27.00	\$0.54	\$0.00	\$27.54	
6" Drive (Under 500 SF)	SF	\$37.00	0%	\$37.00	\$0.74	\$0.00	\$37.74	
6" Drive (Over 500 SF)	SF	\$27.00	0%	\$27.00	\$0.54	\$0.00	\$27.54	
6"x18" Curb	LF	\$50.00	0%	\$50.00	\$1.00	\$0.00	\$51.00	
6"x12" Curb	LF	\$40.00	0%	\$40.00	\$0.80	\$0.00	\$40.80	
4" Sidewalk with 18" Integral Curb	SF	\$37.00	0%	\$37.00	\$0.74	\$0.00	\$37.74	
Post Tension Concrete	SF	\$30.00	0%	\$30.00	\$0.60	\$0.00	\$30.60	
SEAL COATING								
Hot Rubber Crack Fill	LF	\$ 2.00	0%	\$ 2.00	\$ 0.04	\$0.00	\$ 2.04	
Seal Coat 1 Coat Asphalt Emulsion	SF	\$ 0.35	0%	\$ 0.35	\$ 0.01	\$0.00	\$ 0.36	
Seal Coat 2 Coat Asphalt Emulsion	SF	\$ 0.40	0%	\$ 0.40	\$ 0.01	\$0.00	\$ 0.41	
Seal Coat 1 Coat Coal Tar	SF	\$ 0.35	0%	\$ 0.35	\$ 0.01	\$0.00	\$ 0.36	
Seal Coat 2 Coat Coal Tar	SF	\$ 0.40	0%	\$ 0.40	\$ 0.01	\$0.00	\$ 0.41	
ASPHALT REPAIR								
Asphalt Patch	SF	\$ 20.00	0%	\$ 20.00	\$ 0.40	\$0.00	\$ 20.40	
Asphalt Remove/Replace 2" (Under 5,000 SF)	SF	\$ 18.00	0%	\$ 18.00	\$ 0.36	\$0.00	\$ 18.36	
Asphalt Remove/Replace 4" (Under 5,000 SF)	SF	\$ 23.00	0%	\$ 23.00	\$ 0.46	\$0.00	\$ 23.46	
Speed Bump Install	LF	\$ 100.00	0%	\$ 100.00	\$ 2.00	\$0.00	\$ 102.00	
ASPHALT PAVING								
Convention Chip and Seal	SF	\$ 1.50	0%	\$ 1.50	\$ 0.03	\$0.00	\$ 1.53	
Cement Stabilization	SY	\$ 19.00	0%	\$ 19.00	\$ 0.38	\$0.00	\$ 19.38	

6"x18" Curb & Gutter (500LF +)	LF	\$ 70.00	0%	\$ 70.00	\$ 1.40	\$0.00	\$ 71.40	
Asphalt Mill/Pave 2" 5,000 SF+	SF	\$ 3.00	0%	\$ 3.00	\$ 0.06	\$0.00	\$ 3.06	
Asphalt Mill/Pave 4" 5,000 SF+	SF	\$ 4.00	0%	\$ 4.00	\$ 0.08	\$0.00	\$ 4.08	
4" Sidewalk (Under 50 SF)	SF	\$ 47.00	0%	\$ 47.00	\$ 0.94	\$0.00	\$ 47.94	
4" Sidewalk (Over 50 SF)	SF	\$ 25.00	0%	\$ 25.00	\$ 0.50	\$0.00	\$ 25.50	
STRIPING								
Stall	EA	\$ 10.00	0%	\$ 10.00	\$ 0.20	\$0.00	\$ 10.20	
Numbering	EA	\$ 8.00	0%	\$ 8.00	\$ 0.16	\$0.00	\$ 8.16	
Misc. Word Stencil	Per Letter	\$ 5.00	0%	\$ 5.00	\$ 0.10	\$0.00	\$ 5.10	
Hash Out / Grid	SF	\$ 1.55	0%	\$ 1.55	\$ 0.03	\$0.00	\$ 1.58	
Handicap	EA	\$ 60.00	0%	\$ 60.00	\$ 1.20	\$0.00	\$ 61.20	
Arrows	EA	\$ 65.00	0%	\$ 65.00	\$ 1.30	\$0.00	\$ 66.30	
Paint Curbs	LF	\$ 2.75	0%	\$ 2.75	\$ 0.06	\$0.00	\$ 2.81	
Stop Bar	LF	\$ 3.75	0%	\$ 3.75	\$ 0.08	\$0.00	\$ 3.83	
Light Pole Base / Bollard	EA	\$ 64.00	0%	\$ 64.00	\$ 1.28	\$0.00	\$ 65.28	
MISC.								
Catch Basin Replace	EA	\$ 6,000.00	0%	\$6,000.00	\$ 120.00	\$0.00	\$ 6,120.00	
Catch Basin New Concrete Collar	EA	\$ 3,500.00	0%	\$3,500.00	\$ 70.00	\$0.00	\$ 3,570.00	
New Bollard Install	EA	\$ 2,000.00	0%	\$2,000.00	\$ 40.00	\$0.00	\$ 2,040.00	
New Sign Install	EA	\$ 1,400.00	0%	\$1,400.00	\$ 28.00	\$0.00	\$ 1,428.00	
TENNIS/PICKLEBALL SURFACING								
Acrylic Coating System (3 coat system)	SY	\$12.00	0%	\$12.00	\$0.24	\$0.00	\$12.24	
Acrylic Coating System (4 coat system)	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Acrylic Cushion System	SY	\$50.00	0%	\$50.00	\$1.00	\$0.00	\$51.00	
Armour Crack Repair System	LF	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
Stripe Tennis Court	EA	\$1,750.00	0%	\$1,750.00	\$35.00	\$0.00	\$1,785.00	
Stripe Pickleball Court	EA	\$1,500.00	0%	\$1,500.00	\$30.00	\$0.00	\$1,530.00	
Out of Town Travel Allowance	DAY	\$3,000.00	0%	\$3,000.00	\$60.00	\$0.00	\$3,060.00	
Courts less than 800SY for 3 coat system	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	

Courts less than 800SY for 4 coat system	SY	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
Project Design, Development or Consultant	DAY	\$2,500.00	0%	\$2,500.00	\$50.00	\$0.00	\$2,550.00	
Professional Engineering Services	JOB	\$45,000.00	0%	\$45,000.00	\$900.00	\$0.00	\$45,900.00	
Installer (Tradesman)	HR	\$100.00	0%	\$100.00	\$2.00	\$0.00	\$102.00	
Limerock Base (per 6" layer)	SF	\$3.50	0%	\$3.50	\$0.07	\$0.00	\$3.57	
Asphalt Paving (RAP Mix)	SF	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Asphalt Paving (Virgin Mix)	SF	\$7.00	0%	\$7.00	\$0.14	\$0.00	\$7.14	
BASKETBALL								
Basketball Equipment	EA	\$8,500.00	0%	\$8,500.00	\$170.00	\$0.00	\$8,670.00	Excavate & pour concrete footer, furnish
Stripe Basketball Court	EA	\$2,000.00	0%	\$2,000.00	\$40.00	\$0.00	\$2,040.00	
TRACK SURFACING								
3/8" Plexitrac Lightning (black)	SY	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
1/2" Plexitrac Lightning (black)	SY	\$35.00	0%	\$35.00	\$0.70	\$0.00	\$35.70	
3/8" Plexitrac Accelerator (red)	SY	\$35.00	0%	\$35.00	\$0.70	\$0.00	\$35.70	
1/2" Plexitrac Accelerator (red)	SY	\$40.00	0%	\$40.00	\$0.80	\$0.00	\$40.80	
BSS 100	SY	\$55.00	0%	\$55.00	\$1.10	\$0.00	\$56.10	
BSS 200	SY	\$65.00	0%	\$65.00	\$1.30	\$0.00	\$66.30	
BSS 300	SY	\$95.00	0%	\$95.00	\$1.90	\$0.00	\$96.90	
BSS 1000	SY	\$130.00	0%	\$130.00	\$2.60	\$0.00	\$132.60	
< 5,000 SY add on	SY	\$10.00	0%	\$10.00	\$0.20	\$0.00	\$10.20	
non standard color	SY	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Hobart Finish	SY	\$10.00	0%	\$10.00	\$0.20	\$0.00	\$10.20	
Stuctural Spray Standard Color	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Non Standard Color	SY	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Exchange Zone Color BSS 100 & BSS 200	LS	\$35,000.00	0%	\$35,000.00	\$700.00	\$0.00	\$35,700.00	
MAINTENANCE TRACK SURFACE								
Plexitrac Lightning Resurface (black)	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Plexitrac Lightning Resurface (red EPDM layers)	SY	\$30.00	0%	\$30.00	\$0.60	\$0.00	\$30.60	

Plexitrac Surfacers (black)	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Plexitrac Surfacers (red)	SY	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
Project Design, Development or Consultant	DAY	\$2,500.00	0%	\$2,500.00	\$50.00	\$0.00	\$2,550.00	
Professional Engineering Services	JOB	\$45,000.00	0%	\$45,000.00	\$900.00	\$0.00	\$45,900.00	
Installer (Tradesman)	HR	\$100.00	0%	\$100.00	\$2.00	\$0.00	\$102.00	
Asphalt Paving (RAP Mix)	SF	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Asphalt Paving (Virgin Mix)	SF	\$7.00	0%	\$7.00	\$0.14	\$0.00	\$7.14	
Track Cleaning	EA	\$10,000.00	0%	\$10,000.00	\$200.00	\$0.00	\$10,200.00	
Track Lining	EA	\$15,000.00	0%	\$15,000.00	\$300.00	\$0.00	\$15,300.00	
ARTIFICIAL TURF								
Artificial Turf Installation (Less than 40K SF)	SF	\$8.50	0.00%	\$8.50	\$0.17	\$0.00	\$8.67	
Artificial Turf Installation (Over 40K SF)	SF	\$7.00	0.00%	\$7.00	\$0.14	\$0.00	\$7.14	
Artificial Turf Pad Installation - ADD	SF	\$2.00	0.00%	\$2.00	\$0.04	\$0.00	\$2.04	
Artificial Turf Alt./Cooling Infill Installation - ADD	SF	\$1.50	0.00%	\$1.50	\$0.03	\$0.00	\$1.53	
Artificial Turf Removal	SF	\$1.00	0.00%	\$1.00	\$0.02	\$0.00	\$1.02	
BASEBALL/SOFTBALL								
Regrade Baseball/Softball Infield	SF	\$3.00	0%	\$3.00	\$0.06	\$0.00	\$3.06	Fine grade and groom infield with new infield
Install foul poles	PAIR	\$15,000.00	0%	\$15,000.00	\$300.00	\$0.00	\$15,300.00	
Install bases, home plate, & mound	EA	\$5,000.00	0%	\$5,000.00	\$100.00	\$0.00	\$5,100.00	
FIELD, TRACK & COURT CONSTRUCTION								
4' fence	LF	\$75.00	0.00%	\$75.00	\$1.50	\$0.00	\$76.50	
5' Fence	LF	\$80.00	0.00%	\$80.00	\$1.60	\$0.00	\$81.60	
6' Fence	LF	\$85.00	0.00%	\$85.00	\$1.70	\$0.00	\$86.70	
8' Fence	LF	\$90.00	0.00%	\$90.00	\$1.80	\$0.00	\$91.80	
10' fence	LF	\$115.00	0.00%	\$115.00	\$2.30	\$0.00	\$117.30	
20' Fence	LF	\$200.00	0.00%	\$200.00	\$4.00	\$0.00	\$204.00	
6' High Windscreen	LF	\$14.00	0.00%	\$14.00	\$0.28	\$0.00	\$14.28	
9' High Windscreen	LF	\$20.00	0.00%	\$20.00	\$0.40	\$0.00	\$20.40	
Milling	SF	\$2.00	0.00%	\$2.00	\$0.04	\$0.00	\$2.04	
4" Underdrains	LF	\$50.00	0.00%	\$50.00	\$1.00	\$0.00	\$51.00	

6" Underdrains	LF	\$60.00	0.00%	\$60.00	\$1.20	\$0.00	\$61.20	
8" Underdrains	LF	\$70.00	0.00%	\$70.00	\$1.40	\$0.00	\$71.40	
12" Underdrains	LF	\$80.00	0.00%	\$80.00	\$1.60	\$0.00	\$81.60	
15" Underdrains	LF	\$90.00	0.00%	\$90.00	\$1.80	\$0.00	\$91.80	
1" x 12" Flat Drains	LF	\$7.00	0.00%	\$7.00	\$0.14	\$0.00	\$7.14	
Geotextile Drainage Fabric	SY	\$1.50	0.00%	\$1.50	\$0.03	\$0.00	\$1.53	
Storm Structuers	EA	\$4,000.00	0.00%	\$4,000.00	\$80.00	\$0.00	\$4,080.00	
Rentention Trench	LF	\$150.00	0.00%	\$150.00	\$3.00	\$0.00	\$153.00	
Stone Base (per 6" layer)	SF	\$3.00	0.00%	\$3.00	\$0.06	\$0.00	\$3.06	
Undercut Site	CY	\$30.00	0.00%	\$30.00	\$0.60	\$0.00	\$30.60	
Post Footers and Tennis/Pickleball Equipment	Court	\$6,000.00	0.00%	\$6,000.00	\$120.00	\$0.00	\$6,120.00	
Trench Drain (ACO 2k,3K, 4K)	LF	\$90.00	0.00%	\$90.00	\$1.80	\$0.00	\$91.80	
6"x12" Curb	LF	\$40.00	0.00%	\$40.00	\$0.80	\$0.00	\$40.80	
8"x8" Curb	LF	\$35.00	0.00%	\$35.00	\$0.70	\$0.00	\$35.70	
12"x8" Curb	LF	\$45.00	0.00%	\$45.00	\$0.90	\$0.00	\$45.90	
8"x12" Curb	LF	\$45.00	0.00%	\$45.00	\$0.90	\$0.00	\$45.90	
6"x18" Curb	LF	\$50.00	0.00%	\$50.00	\$1.00	\$0.00	\$51.00	
12" x12" Curb	LF	\$50.00	0.00%	\$50.00	\$1.00	\$0.00	\$51.00	
Install Turf Nailer Board	LF	\$10.00	0.00%	\$10.00	\$0.20	\$0.00	\$10.20	
Install Take Off Board	EA	\$4,500.00	0.00%	\$4,500.00	\$90.00	\$0.00	\$4,590.00	
Install Pole Vault Tray and Lid	EA	\$6,000.00	0.00%	\$6,000.00	\$120.00	\$0.00	\$6,120.00	
Install Football Field Goal Posts	PAIR	\$35,000.00	0.00%	\$35,000.00	\$700.00	\$0.00	\$35,700.00	
Install Soccer Goals	PAIR	\$12,000.00	0.00%	\$12,000.00	\$240.00	\$0.00	\$12,240.00	
Long Jump Pit	EA	\$12,000.00	0.00%	\$12,000.00	\$240.00	\$0.00	\$12,240.00	
SHUFFLEBOARD/BOCCE								
Construct Shuffleboard Court	Court	\$25,000.00	0%	\$25,000.00	\$500.00	\$0.00	\$25,500.00	
Shuffleboard Resurface	Court	\$1,600.00	0%	\$1,600.00	\$32.00	\$0.00	\$1,632.00	
Construct Bocce Court	Court	\$35,000.00	0%	\$35,000.00	\$700.00	\$0.00	\$35,700.00	
Bocce Carpet Replacement	Court	\$6,500.00	0%	\$6,500.00	\$130.00	\$0.00	\$6,630.00	



TAB 8



VALUE ADDED SERVICES

We have included several additional line items into our pricing in Tab 7 that reflects additional services required with our customers and/or are commonly asked for during preliminary conversations.

Ancillary equipment packages primarily for field and track construction projects have been included as they need to be installed during the construction of the facility rather than afterwards like most equipment (hurdles, mats, etc.).

We have included specific striping packages as well as sports like pickleball are becoming much more popular and public facilities are now either trying to convert existing tennis facilities to pickleball or make their courts multi-use to cater to both tennis and pickleball courts.

Another big service that is becoming a large part of our business to meet a growing demand is our track and field maintenance and cleaning. We are contracted to clean all 22 high school tracks within Orange County Public Schools annually as there is specific equipment that must be used on rubberized track surfaces that does not damage it or void the warranty. We have included that maintenance portion into our pricing as school districts and municipalities are looking to protect and extend the life span of their large capital expenditures.

Lastly, design services is another service we can offer to customers to assist in both the pre-planning, actual design, and permitting of a large project so customers can be best informed on spacing, layout, and drainage concerns from the beginning of the project to both expedite the overall timeline from project inception to completion and help provide tighter budgeting from the get-go.



TAB 9

TAB 9

REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

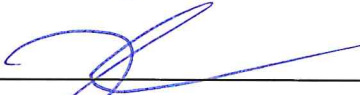
FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror Nidy Sports Construction Co. Inc.

Address 751 General Hutchinson Parkway

City/State/Zip Longwood, FL 32750

Authorized Signature 

Date 3/23/2023

ANTITRUST CERTIFICATION STATEMENTS

TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name THE NIDY SPORTS CONSTRUCTION CO. INC.

Address 751 GENERAL HUTCHISON PARKWAY

City/State/Zip LONGWOOD, FL 32750

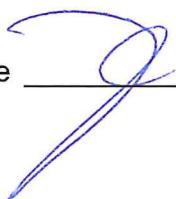
Telephone Number 407-330-9466

Fax Number 407-330-9343

Email Address ZSTEVENSON@NIDYCOMPANY.COM

Printed Name ZACH STEVENSON

Title PRESIDENT

Authorized Signature 

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>



Meeting Date: December 5, 2023
Item #: 18

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Robert Frank

Subject: Approval to Waive the Bid Requirements to Resurface the Ocoee Aquatic Center Pool. (Parks and Recreation Director Johnson)

Background Summary:

Each year, the Ocoee Aquatic Center opens its pool to citizens from early May to the last weekend of September. The city offers residents a chance to visit and enjoy the pool and the spray features that are available with this usage. City pools undergo extensive use, with pool companies suggesting a pool should be resurfaced every 5–7 years, depending on the amount of use. The Ocoee Aquatic Center Pool was last resurfaced in March 2015.

The Parks and Recreation Department budgeted \$120,000.00 in Fiscal Year 23/24 for the pool to be resurfaced. In 2024, the Ocoee Aquatic Center is set to open the first week of May and the Parks and Recreation Department will need to have the pool resurfaced in early 2024, to have it ready when the pool season opens. To have this timeline completed, the Parks and Recreation Department will need to utilize specified contractors. This will need the required purchasing code waived (Section 21.5 C of the Purchasing Manual).

The Parks and Recreation Department researched contractors that could complete the job in the time frame needed and received three quotes. The Parks and Recreation Department selected Spies, located in Kissimmee, Florida, and has completed projects with municipalities and organizations throughout the state. Spies submitted a quote of \$119,892.00 to complete the pool resurfacing at the Ocoee Aquatic Center. The other two quotes were Vermana Pool Contractors (\$150,575.00) and Classic Marcite (\$129,030.00), both over the budget of \$120,000.00.

Issue:

Should the Honorable Mayor and the City Commissioners waive the purchasing requirements so the Parks and Recreation Staff can quickly move forward with the pool resurfacing at the Ocoee Aquatic Center?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners waive the purchasing requirements so that Parks and Recreation can have the pool resurfaced before the 2024 Season.

Attachments:

1. Spies Quote
2. Vermana Quote

3. Classic Marcite Quote

Financial Impacts:

The cost to resurface the city pool is \$119,892.00 (Spies). A total of \$120,000.00 is budgeted in the Parks and Recreation Budget Fiscal Year 23/24 for this project.
(Account #317-572-00-6302)(Job #PO000417)

Type of Item: Consent

- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



- Parts, Repairs and Renovations
Lic # CP C043205
- Pool Heater Sales and Repair
Lic # 12152

CITY OF OCOEE – JIM BEECH REC. CENTER

1820 A D MIMS RD.
OCOEE, FL. 34761

10/25/23

ATTN: TOREN HOGAN,

RESURFACE JIM BEECH RECREATION CENTER POOL WITH EXPOSED QUARTZ FINISH. ALSO INCLUDES INSTALLING NEW TILE AND LED LIGHTS, ZERO ENTRY RESURFACING AND GRATING.

SCOPE OF WORK FOR POOL RESURFACING AND RETILE:

- DRAIN POOL
- CHIP OFF LOOSE AND DELAMINATED MATERIAL UP TO 500 SQ. FT

(NOTE: ANY ADDITIONAL DELAMINATION BEYOND 500 SQ. FT. WILL BE BILLED FOR AT A COST TO YOU OF \$8 PER SQ. FT.)

- DIAMOND SAW CUT AND BEVEL EXISTING FINISH APPROXIMATELY 1 ½'-2" WIDE, AROUND ALL WALL PENETRATIONS, (INCLUDING LIGHTS, MAIN DRAINS AND RETURN LINE FITTINGS, VACUUM LINES) AND NEXT TO TILE PROVIDE FULL DEPTH AND FLUSH INSTALLATION OF THE NEW FINISH
- CHIP AND REMOVE NEEDED SURFACE FROM GUTTER TO ACHIEVE 2" SLOPE FROM THE FRONT TO THE BACK OF THE GUTTER (PER STATE CODE)
- 4,000 PSI PRESSURE WASH ENTIRE POOL SURFACE
- ACID WASH
- RETILE THE WATERLINE INSTALL NEW 2"x6" SKID RESISTANT TILE ON THE GUTTER LIP SET AT A 2" PITCH FROM THE FRONT TO THE BACK OF THE GUTTER (PER FBC 454)
- INSTALL NEW 2"x6" CONTRASTING SKID RESISTANT STEP TILE ON STEPS (PER FBC 454)
- RETILE THE INSIDE BEAM INSTALL NEW 6" TILE AND NEW DEPTH MARKERS (PER STATE CODE)
- APPLY BOND KOTE TO PREPARE OLD SURFACE (COVERING FLOOR, GUTTER, AND WALLS)
- INSTALL 38 NEW FLOOR INLET FITTINGS WITH NEW SLOTTED FLOOR RETURN COVERS.
- 2"x2" TILE. INSTALL NEW 2"x2" DARK CONTRASTING SKID-RESISTANT TILE ON THE RACE LANES AND BREAKLINES LIKE EXISTING.
- REPLACE THE 2-12" AND 2-18" MAIN DRAIN FRAMES AND GRATES WITH NEW VGBA GRATES
- RESURFACE POOL WITH SMOOTH, MONOLITHIC LAYER OF EXPOSED QUARTZ FINISH (3/8" TO 1/2" THICK)

**801 Sawdust Trail
Kissimmee, FL 34744**



**407-847-2771
Fax 407-847-8242**

www.spiespool.com

- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



- Parts, Repairs and Renovations
Lic # CP C043205
- Pool Heater Sales and Repair
Lic # 12152

- ZERO ENTRY ACRYLIC RESURFACING AND GRATING, SCARIFY AND GRIND FINISH ON DECK SIDE OF ZERO ENTRY TROUGH. ACID WASH, PRESSURE WASH AND APPLY BONDING AGENT. APPLY FLOAT COAT AND ACRYLIC KNOCKDOWN FINISH WITH TWO COATS OF ACRYLIC DECK PAINT WITH SKID-RESISTANT. INSTALL NEW 12" PERPENDICULAR GRATING ON GUTTER TROUGH UP TO 25 LINEAR FEET.
- INSTALL 10 NEW LED LIGHTING FIXTURES IN EXISTING LIGHT NICHES. MANUFACTURER STATES AN 86% ENERGY COST SAVINGS.
- **(ANY WORK TO THE EXISTING LIGHTING SYSTEM, I.E. TRANSFORMERS, CONDUITS, BOND WIRE, ETC. ARE NOT INCLUDED. IF ANY ADDITIONAL WORK IS NEEDED, A PROPOSAL WILL BE PROVIDED BEFORE WORK IS COMPLETED.)**
- REMOVE ALL WASTE FROM JOB
- REFILL POOLS WITH YOUR WATER, COMPLETELY BALANCE THE WATER CHEMISTRY USING YOUR CHEMICALS, START UP SYSTEM, INSTRUCT YOUR OPERATOR IN THE PROPER TECHNIQUE OF CARING FOR THE NEW FINISH

POOL RESURFACING:

LIMITED 5YR. MANUFACTURER WARRANTY (POOL FINISH ONLY) ALL OTHER MATERIALS AND LABOR 1 YEAR WARRANTY

TOTAL: \$119,892.00

****NOTE: THE POOL DECK AREA WILL NEED TO BE CLOSED WHILE THE REFINISHING IS BEING DONE.**

THE WORK WILL TAKE 15-20 WORKING DAYS. WEATHER AND GROUNDWATER CONDITIONS MAY INCREASE THE LENGTH OF THE JOB. WE DO REQUIRE A PAYMENT SCHEDULE WITH A 50% DEPOSIT DUE UPON RECEIVING A COPY OF THE SIGNED CONTRACT AND THE REMAINING 50% DUE UPON COMPLETION AND SUBMITTAL OF OUR FINAL INVOICE. PLEASE HAVE AN AUTHORIZED PERSON SIGN THE QUOTE; RETURN AN EXECUTED SET TO US FOR CONVENIENT SCHEDULING OF THE WORK. IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME.

THIS QUOTE IS GOOD FOR 30 DAYS

ACCEPTED AND AGREED:

BY: _____

TITLE: _____

DATE: _____

REGARDS,

DEREK SCHWAN
PROJECT MANAGER
SPIES POOL, LLC.
CP C043205

801 Sawdust Trail
Kissimmee, FL 34744



407-847-2771
Fax 407-847-8242

www.spiespool.com

**Electro Mechanic Industries,
Inc. DBA Vermana**
8248 Parkline Blvd.
Suite 100
Orlando, FL 32809
4076013943
www.vermana.com
vgomez@vermana.com



Estimate

Name / Address
City of Ocoee 1820 A D Mims Rd Ocoee, FL 34761 USA

Ship To
City of Ocoee 1820 A D Mims Rd Ocoee, FL 34761 USA

Estimate #	Date	P.O Num #
912998	10/24/2023	

**YOUR APPROVAL OF THIS ESTIMATE MUST BE
FORWARDED TO THE OPERATIONS DEPARTMENT!**
operations@vermana.com
This estimate is valid for 30 days from the date listed above

Sales Rep

DB

Activity	Qty	Rate	Amount
POOL RESURFACE WITH QUARTZ-BLUESTONE	1	111,920.00	111,920.00
THIS INCLUDES 2X6 NON-SKID WATERLINE TILE, LAP Lanes TILE AND (3) Lanes TILE REPLACEMENT TILE REPLACEMENT:	1	11,410.00	11,410.00
6x6 BULLNOSE BEAM TILE			
6X6 BULLNOSE BEAM MARKERS			
LED POOL LIGHT REPLACEMENT (\$1,185.00 EACH x 10)	1	11,850.00	11,850.00
INSTALL NEW ZERO ENTRY GRATE 80'	1	8,995.00	8,995.00
GRIND DOWN, PRESSURE WASH, TEXTURE AND PAINT 5' x 80' AREA ON ZERO ENTRY	1	5,600.00	5,600.00
POOL RENOVATION PERMITTING	1	800.00	800.00
PLEASE NOTE: THIS ESTIMATE DOES NOT INCLUDE DEPTH MARKERS ON THE DECK			

Total

Accepted By:

Accepted Date:

**Electro Mechanic Industries,
Inc. DBA Vermana**
8248 Parkline Blvd.
Suite 100
Orlando, FL 32809
4076013943
www.vermana.com
vgomez@vermana.com



Estimate

Name / Address
City of Ocoee 1820 A D Mims Rd Ocoee, FL 34761 USA

Ship To
City of Ocoee 1820 A D Mims Rd Ocoee, FL 34761 USA

Estimate #	Date	P.O Num #
912998	10/24/2023	

Sales Rep

DB

**YOUR APPROVAL OF THIS ESTIMATE MUST BE
FORWARDED TO THE OPERATIONS DEPARTMENT!
operations@vermana.com
This estimate is valid for 30 days from the date listed above**

[illegible]

Total

\$150,575.00

Accepted By:

Accepted Date:

☐ Pebble Tec
☒ Quartz BLUE QUARTZ (Krystal Blue)
☐ Other

Date: 10-11-23

Name "Purchaser" CITY OF OCOCHEE (Rec. Pool)
Address: 1820 A.D. Mims Rd.
Job Name: OCOCHEE FL. 34761
Jobsite Address: ATTN: TOREN HOGAN
City: Zip Code:

Cell Phone: 407-383-3575
Work Phone: 407-905-3180
Email: THOGAN@OCOCHEE.ORG
LIGHTS FUNCTIONAL (circle one): Y or N
EQUIPMENT WORKING (circle one): Y or N
WATER (circle one): CITY or WELL

Classic Marcite, Inc. hereinafter called "Seller", does hereby propose to furnish material and labor in accordance with specifications below and/or attached for the sum of ONE HUNDRED & TWENTY NINE THOUSAND & THIRTY
01.00 Dollars (\$ 129,030.01)

Payment to be made as follows:

30% of total contract price as a DEPOSIT to get on Schedule

60% of total contract price as a PARTIAL at time of Prep/Bondkote for Plaster

10% of total contract price as FINAL payment at Chemical Startup

This proposal may be withdrawn by Classic Marcite, Inc. if not accepted within 30 days. The work, subject to all terms and conditions as set forth on both sides of this contract as follows:

1. Drain water from pool, taking necessary precautions to prevent hydrostatic pressure displacement.
2. Saw-cut under tile, fittings, light(s) and main drain(s) to obtain a flush finish.
3. Acid wash to clean and roughen surface.
4. Apply bonding agent to achieve a better bond between old and new material.
5. Pneumatically apply and hand trowel: CLI KRISTAL KRETE KRISTAL BLUE finish.
6. Fill pool with water from garden hose.
7. Provide 5 year manufacturer warranty and 5 year labor warranty from date of project completion.
8. Remove all job-related debris from jobsite.
9. Start up equipment and balance water with necessary chemicals.
10. *) INSTALL 2 ROWS OF 6" x 6" TILE @ PERIMETER. 220' x 2 = 440' FEET OF TILE. \$11,440
11. *) INSTALL 460' OF 2" x 2" x 4" RACING LANE & LANE LINE TILE ON FLOOR. \$11,960
12. *) INSTALL 10 LED LIGHTS. \$12,000.
13. *) INSTALL 4 NEW FRAME & GRATES @ DRAINS. 2-12" x 12" & 2-18" x 18" \$1,350
14. *) INSTALL 32 DEPTH MARKERS. \$1,250
15. *) REMOVE MATERIAL @ APRON ZERO ENTRY & SURFACE w/ Acrylic Knockdown. 400 \$ \$5,500.
16. *) RESURFACE POOL. \$85,500

SIGNED CONTRACT MUST BE RETURNED WITH THE 30% DEPOSIT PAYMENT before ordering of special materials or scheduling of any work.
ALL CONTRACTS AND PRICES QUOTED HEREIN ARE CONFIDENTIAL-Contract includes ALL NEW fittings and main drain covers

Accepted By: _____
"Purchaser" PRINTED NAME

Accepted By: _____
"Purchaser" SIGNATURE

Respectfully submitted,
CLASSIC MARCITE, INC.

BY: [Signature]
Salesperson TOM YEAMAN

****3% Surcharge on Discover, Mastercard, Visa** **5% Surcharge on American Express****

CC #: _____

Exp. Date: _____ CVC Code: _____ Zip Code: _____

Name on Credit Card _____

DL #: _____



Meeting Date: December 5, 2023
Item #: 19

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Robert Frank

Subject: Approval to Piggyback Sourcewell Cooperative Purchasing Contract for Phase 3 of the Ocoee Action Sports Park. (Parks and Recreation Director Johnson)

Background Summary:

The Parks and Recreation Department has \$290,000 budgeted in Fiscal Year 23/24 for Phase 3 of the Ocoee Action Sports Park. This final phase will complete the project and will make Ocoee Action Sports Park a regional attraction for skateboarders and bicycle enthusiasts. American Ramp Company designed and developed Ocoee Action Sports Parks Phases 1 and 2, and is part of Sourcewell (Solicitation Number #112420), a cooperative purchasing program of which the city is a member. With Phase 3 approved in the FY 23/24 Parks and Recreation Capital Budget, it is now formally being brought back to the City Commission for approval. The Parks and Recreation Department is confident American Ramp Company will design, develop, and complete the final phase of the Ocoee Action Sports Park, and make it a regional destination.

Issue:

Should the Honorable Mayor and City Commissioners approve the piggyback Sourcewell Cooperative Purchasing Contract for Phase 3 to allow Parks and Recreation to move forward with the completion of Ocoee Action Sports Park?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the piggyback Sourcewell Cooperative Purchasing Contract for Phase 3 to allow Parks and Recreation to move forward with the completion of Ocoee Action Sports Park.

Attachments:

1. Sourcewell Design-Build Agreement Phase 3

Financial Impacts:

The design and build for Phase 3 of Ocoee Action Sports Park will be funded by the Parks and Recreation Capital Budget FY 23/24 (\$290,000).

Type of Item: Consent

SOURCEWELL DESIGN-BUILD AGREEMENT

THIS AGREEMENT is made this day of _____, 2023, by and between CITY OF OCOEE, a Florida municipal corporation (hereinafter called "**OWNER**"), whose principal office is located at 1 N. Bluford Avenue, Ocoee, FL 34761, and American Ramp Company, a corporation authorized to do business in the State of Florida (hereinafter called "**CONTRACTOR**"), whose principal office is located at 601 S. McKinley Ave, Joplin, MO 64801.

PROJECT: Central Park Phase 3 (Bicycle Playground and Jump Lines)

LOCATION: Ocoee Central Park

PROJECT ID: _____

WITNESSETH:

For value received, CONTRACTOR and OWNER agree as follows:

ARTICLE 1 DESCRIPTION OF WORK

1.1 The CONTRACTOR hereby covenants and agrees with the OWNER that he will well and faithfully construct the project in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the specifications, drawings, and general conditions relating to the project, and will well and faithfully comply with and perform each and every obligation imposed upon him by said documents.

1.2 DESIGN: Finalize Conceptual Design

1.3 CONSTRUCTION: Asphalt bicycle playground and asphalt jump lines as determined by design meetings and conceptual design. Scope of work is limited to the footprint of the bicycle playground and jump lines and as included as Exhibits to this contract as follows:

- Exhibit A – Scope of Work, attached hereto and incorporated herein by this reference.
- Exhibit B - Sourcewell Agreement
- Exhibit C - Warranty Statement

ARTICLE 2

CONTRACT AMOUNT

2.1 OWNER agrees to pay CONTRACTOR the sum of **Two Hundred Ninety Thousand Dollars and 0/100 cents (\$290,000.00)**, plus any applicable taxes, subject to additions and deductions for changes as may be agreed upon in writing. CONTRACTOR may bill his work progressively based on quantities installed.

2.2 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's properly submitted and approved Applications for Payment, as recommended by _____, not later than the Twenty-fifth (25th) business day after the date on which the properly submitted Application for Payment is initially received by the Owner.

2.3 Progress payments shall be equal to ninety-five percent (95%) of the value of work completed, and ninety-five percent (95%) of the value of materials and equipment not incorporated into the work but delivered and suitably stored and accompanied by documentation satisfactory to Owner with the balance of the value of the work being retainage. The retainage may not exceed five percent (5%) of the value of the work completed including all change orders. All portions of this contract will be billed in progress billings to be submitted to the OWNER by the CONTRACTOR based on the following milestones:

- 25% At Signing of Contract
- 25% Upon Completion of Design
- 25% Upon Construction Kickoff
- 25% Upon Completion of Construction and Sign Off

2.4 Execution of any Attachments and/or Add Alternates will be bound by all terms and conditions of the Agreement. If any changes are determined necessary, ARC will issue a change request to the owner for approval prior to performing work.

2.5 "Completion of the Project" shall be deemed the earlier of 1.) the date Owner executes Contractor's punch-list/sign-off sheet; or 2.) The date the Owner opens the Project to the public for permanent use.

2.6 Final Payment - Upon final completion and acceptance of the work Owner shall pay Contractor an amount sufficient to increase total payments to 100 percent of the Contract Price. However, not less than two percent (2%) of the contract price shall be retained until Record Drawings, specifications, addenda, modifications and shop drawings, including all manufacturers instructional and parts manuals, are delivered to and accepted by the Engineer.

2.7 All pricing of the bicycle playground and jump line elements are to be in line with ARC's Sourcewell contract #112420-ARC.

ARTICLE 3

CONTRACT TIME

3.1 The work shall be substantially complete by April 25, 2025. The entire work shall be complete and ready for its intended use, including final dressing and cleanup by May 25, 2025. All time periods begin from the effective date of the notice to proceed.

3.2 Contractor recognizes that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not completed within the times specified in above, plus any extensions thereof allowed. Contractor acknowledges that proving the actual loss and damages suffered by Owner if the work is not completed on time is impracticable and not susceptible to exact calculation. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires beyond the date specified in paragraph 3.1 above for substantial completion Two Hundred Fifty Dollars (\$250.00) for each day that expires beyond the date specified in paragraph 3.1 above for final completion (readiness for final payment).

3.3 In addition to the liquidated damages, there shall be additional incidental damages paid by the Contractor to the Owner for failure to timely complete the work. These may include, but not be limited to, delay damage settlements or awards owed by Owner to others, inspection and engineering services, interest and bond expense, delay penalties, fines or penalties imposed by regulatory agencies, contract damages, and professional fees (including attorneys' fees) incurred by Owner in connection with Contractor's failure to timely complete the work.

3.4 In addition to liquidated damages and incidental damages arising from Contractor's failure to perform the work, Contractor may be required to repay Owner for the cost of corrective actions undertaken by Owner to resolve construction defects. Such corrective actions include, but are not limited to, restoration of damaged areas, clearing of reclaimed water customer facilities to remove construction debris, repair and replacement of damaged reclaimed water customer equipment, and emergency repairs to the reclaimed water distribution system during the one-year warranty period.

ARTICLE 4

INSURANCE AND INDEMNITY

4.1 CONTRACTOR shall maintain at its cost the following minimum insurance and coverage throughout the term of the Agreement: Both (1) Comprehensive General Liability and
(2) Comprehensive Automobile Liability Insurance covering liabilities for property damage and bodily injury, including death, at the minimum amount of Two Million and No/100 Dollars (\$2000,000.00) per occurrence. Contractor must maintain Workers Compensation with the limits required by federal and state law and Employer's Liability Insurance of not less than \$1,000,000 per accident for injury and \$1,000,000 per employee for disease with a \$1,000,000 disease policy limit.

4.2 CONTRACTOR agrees to indemnify and hold harmless OWNER from any and all claims, loss, or expense of every kind whatsoever which may arise from CONTRACTOR's negligent acts or omissions or breach of its obligations hereunder. OWNER agrees to indemnify and hold harmless CONTRACTOR from any and all claims, loss, or expense of every kind whatsoever which may arise from OWNER's negligent acts or omissions or breach of its obligations hereunder.

ARTICLE 5

CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the work, are attached to this Agreement, made a part hereof, and consist of the following:

- 5.1 This Agreement.
- 5.2 Exhibits to this Agreement
- 5.3 Certificates of Insurance.

ARTICLE 6

CONTRACTOR'S AND OWNER'S RESPONSIBILITIES

6.1 No variation of this agreement will be recognized unless such change has been approved in writing.

6.2 CONTRACTOR may assign or transfer this Agreement or any part thereof or amounts due or to become due hereunder with the written consent of OWNER, which shall not be unreasonably withheld. OWNER understands that CONTRACTOR may subcontract the installation portion of this Agreement using independent Subcontractors without the consent of OWNER.

6.3 CONTRACTOR will in no way be liable for delays in the completion of the Project which are reasonably beyond the control of CONTRACTOR, including but not limited to: Acts of God, labor strikes, shortage of materials, shipping delays or actions attributable to the Purchaser.

6.4 After the final inspection and completion of the Project, all repair/replacement issues regarding the Project and the materials shall be determined under the terms set forth in CONTRACTOR's standard warranty.

6.5 During construction the entire job site is considered hazardous. Before, during and after construction, CONTRACTOR is responsible for securing the job site. OWNER is responsible for barricading the premises and warning persons of the dangers at the jobsite. Under no circumstances may the concrete skatepark be skated or ridden until final completion of the Project. CONTRACTOR will not be held liable for, and OWNER shall hold CONTRACTOR harmless from any accidents that occur because skatepark features were used before the Project was complete.

6.6 Both during construction and after completion, CONTRACTOR shall not be held liable for damages beyond its control including but not limited to: noise generated from the Project, before and after final completion, not including construction related noise, location choice, graffiti, additional expenses incurred by Purchaser, zoning issues, etc.

6.7 Building permits and other local licenses that are required for the Project are the sole responsibility of the OWNER. If CONTRACTOR is required to purchase these licenses, such costs will be billed to the OWNER and added to the contract price hereunder.

6.8 All materials and workmanship are to conform to the contract drawings, details and specifications and the owner's Standards for Construction.

6.9 Contractor has examined and carefully studied the Contract Documents.

6.10 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishings of the work.

6.11 Contractor is familiar with and is satisfied as to all federal, state, and

local laws and regulations that may affect cost, progress, performance, and furnishing of the work.

6.12 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities).

6.13 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect costs, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.14 Contractor shall perform work with a value of not less than fifty percent (50%) of the Contract Price with his own forces.

ARTICLE 7 PUBLIC RECORDS COMPLIANCE

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

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

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

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

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

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

7.5 A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.

ARTICLE 8 MISCELLANEOUS

8.1 Authority and Binding Effect. The persons signing this Agreement warrant that they are duly authorized to sign on behalf of their respective parties and to bind their respective parties hereto. This Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective heirs, executors, legal representatives, successors and assigns.

8.2 Mediation. The parties shall endeavor to resolve their Claims by mediation. Request for mediation shall be filed, in writing, with the other party to the Contract. The request may be made concurrently with the submission of such Claim to a court of competent jurisdiction, as provided in the paragraph below, but, in such event, mediation shall proceed in advance of such legal proceedings, which shall be stayed pending mediation for a period of 60 days from the date of submission, unless stayed for a longer period by agreement of the parties or court order.

8.3 Governing Law, Jurisdiction, Venue. Claims, disputes or other matters in question between the parties arising out of or relating to this Contract and which cannot be resolved by mediation, as provided in above paragraph, shall be governed by Florida law and shall be determined exclusively in the Courts of Orange County, FL without regard to its conflicts of law provisions. The prevailing party shall be entitled in any such action to recover its reasonable attorney's fees and legal expenses from the other party.

8.4 Entire Agreement. This agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing by all parties.

8.5 Assignment. No assignment by a party hereto of any rights under, or interests in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

8.6 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.7 Amendment. No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

8.8 Waiver. No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

8.9 Independent Contractor. The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

8.10 Counterparts. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

8.11 Employment Eligibility. By entering into this contract, the awarded bidder is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and

requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately.

8.12 Non-Waiver of Sovereign Immunity. The parties expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or which may be adopted by the Florida Legislature. The cap on the amount and liability of either party for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Section shall be deemed to relieve either party from its obligations set forth herein. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claims against either party which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

8.13 Section Headings. The section headings in this Agreement are for convenience only.

8.14 NOTICES. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

American Ramp Company
601 S. McKinley Ave.
Joplin, MO 64801
Attn: Cole Beckham
Telephone: 417.206.6816

City of Ocoee
1 N. Bluford Avenue
Ocoee, FL 34761
Attn: Rob Frank, City Manager
Telephone: 407905-3100

Fishback Dominick
1947 Lee Road
Winter Park, FL 32789
Attn: Rick Geller
Telephone: 407-262-8400

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

CONTRACTOR:

Firm: American Ramp Company

Authorized Signature: _____

Name Print: _____

Date Executed: _____

OWNER:
CITY OF OCOEE, FLORIDA

ATTEST:

APPROVED:

BY: _____ BY: _____
Melanie Sibbitt, City Clerk Rusty Johnson, Mayor

(SEAL)

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

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

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

EXHIBIT A

SCOPE OF WORK

TASK 1.0- CONSTRUCTION OF PHASE 3: Asphalt Bicycle Playground and Jump Lines

1.1 CUSTOMER PROVIDES*:

- Sufficient water. Can be provided at additional cost
- Unobstructed, safe, and continuous access to work area with heavy equipment. All weather roads for heavy equipment.
- All necessary site information including topography, site surveying, and elevations.

1.2 INCLUDES*:

- All labor, supplies, tools, materials, and equipment required per scope of work
- Earthmoving techniques
- Pour and Finish Asphalt
- All scope of work is limited to the footprint of the asphalt bicycle playground and jump lines
- Manufactured bike features

1.3 EXCLUDES*:

- Fencing of any kind
- Utility, mechanical, electrical, plumbing work, relocation, or repairs of any kind.
- Toxic or hazardous material handling or removal.
- Pedestrian protection, walkways, dust protection.
- Removal and/or replanting of any trees or shrubs.
- Any work not specifically indicated above.

Task 1.0 Deliverables:

- Fully constructed asphalt bicycle playground and jump lines

EXHIBIT B

112420-ARC



Solicitation Number: #112420

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and American Ramp Company, Inc., 601 S. McKinley Avenue, Joplin, MO 64801 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 28, 2024, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

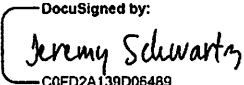
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

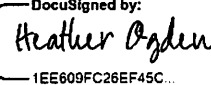
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

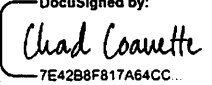
Sourcewell

DocuSigned by:

By: _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 12/21/2020 | 6:39 AM CST

American Ramp Company, Inc.

DocuSigned by:

By: _____
1EE609FC26EF45C...
Heather Ogden
Title: Senior Project Manager
Date: 12/18/2020 | 12:21 PM PST

Approved:

DocuSigned by:

By: _____
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 12/21/2020 | 7:45 AM CST

RFP 112420 - Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services

Vendor Details

Company Name: AMERICAN RAMP COMPANY INC
Does your company conduct business under any other name? If yes, please state: Progressive Bike Ramps
Address: 601 S. McKinley Avenue
Joplin, MO 64801
Contact: Heather Ogden
Email: heather@americanrampcompany.com
Phone: 417-206-6816
Fax: 417-206-6816
HST#: 35-2353308

Submission Details

Created On: Tuesday November 17, 2020 16:21:59
Submitted On: Tuesday November 24, 2020 15:51:23
Submitted By: Heather Ogden
Email: heather@americanrampcompany.com
Transaction #: 089feccc-a745-487f-bbcb-fdebd078f1ed
Submitter's IP Address: 69.92.90.122

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	American Ramp Company, Inc.
2	Proposer Address:	601 S. McKinley Avenue Joplin, MO 64801
3	Proposer website address:	www.americanrampcompany.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Heather Ogden Senior Project Manager heather@americanrampcompany.com (417) 206-6816
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Heather Ogden Senior Project Manager heather@americanrampcompany.com (417) 206-6816
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jonathon Hunter Vice President john@americanrampcompany.com (417) 206-6816

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	American Ramp Company is the premier global action sports development company. Serving municipalities, camps, and private individuals throughout the world with turnkey design, manufacturing and construction services. At American Ramp Company we strive to provide excellent customer service, quality equipment and products to our valued customers. American Ramp Company is the result of one skateboarder's dream to do what he loved. The son of missionaries growing up in a remote part of Southeast Asia, ARC founder and president, Nathan Bemo was always looking for a place to skateboard, and if he could not find a place, he made a place. Starting American Ramp Company out of his garage 23 years ago, it is Nathans passion for skateboard and action sports that has positioned ARC as a world class designer and builder of action sports facilities. To this day, Nathan is very active in our design department simply because he loves designing obstacles and park layouts that skaters and bikers want to ride. ARC is the only action sports contractor in the world that offers every skate and bike park build method. This puts ARC in a unique position to approach our customers as experts with solutions and not as a salesperson that only has one agenda to push. Our belief is that every community has users who are drawn to individual focused action sports over team sports. It is our mission to be a resource to any community who makes a commitment to invest in safe and fun infrastructure for skaters and bikers. For more than 20 years, we have built and maintained constant focus on enriching the life of all end users of our parks by providing high end parks that entire families can enjoy together. We employ the most talented and qualified individuals in the business who are each dedicated to producing the absolute best product for our customers. At American Ramp Company we are a family. We believe that communities need challenging and safe places to gather and recreate. Our passion is focused on action sports as designers, builders and participants. Getting people outside and active on a consistent basis changes lives, and changing lives helps to change the world.
8	What are your company's expectations in the event of an award?	American Ramp Company has held a Sourcwell contract for several years and our goal has always been to develop relationships with new and existing Sourcwell customers. We will continue to utilize Sourcwell as our primary procurement vehicle. We will continue to encourage non-members to join Sourcwell and purchase direct utilizing the Sourcwell contract if awarded. We have a dedicated manager to oversee our Sourcwell contract who has familiarized themselves with every aspect of the Sourcwell contract and is available to assist our sales team in the event that our customers have any questions regarding purchasing direct using Sourcwell. ARC is very comfortable with Sourcwell and are confident that it is the best option to serve our customers.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please review the attached confidential financial statements demonstrating our strength and stability. Also attached you will find a letter of credit from our financial institution, a letter from our bonding agent regarding our bonding capacity, as well as a variety of reference letters from some of our customers. Note: The financial statements submitted are intended only for the submittal of this bid and is confidential material that is NOT for public viewing
10	What is your US market share for the solutions that you are proposing?	Because we offer a variety of products and solutions across the Action Sports landscape our market share varies within each segment. For skatepark design and construction we would consider ourselves to hold the largest share of the market for all of the various construction methods and that share would make up roughly 15% of the entire US skatepark market. When it comes to Pumptrack we hold over 50% of the market for hard surface Pumptrack and over 75% of the modular pumptrack market. This 75% market share also extends to manufactured bike park equipment.
11	What is your Canadian market share for the solutions that you are proposing?	Our Canadian market share for manufactured skatepark equipment equals well over 50% of the market. We also have over 50% of the modular pumptrack market and around 25% of the built-on site hard surface pumptrack market share.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	American Ramp Company would be best described as a manufacturer and service provider. ARC employs a captive sales force with fourteen factory direct sales people whose sole focus is toward the sale of ARC products and services. Our Action Sports Sales Specialists cover the entire US and Canada collectively by normally spending 50% of their time meeting customers face to face. ARC also has a department of business development specialists who spend 100% of their time developing new relationships by researching projects and calling potential customers and qualifying them for our sales force.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	American Ramp Company maintains all necessary certifications required to do business in all 50 states in the U.S, as well as Canada. ARC holds several contractor's licenses throughout the US as required and ensures that all subcontractors involved on our projects have proper licensing and comply with local and state laws regarding their registrations or licenses. American Ramp Company is also an approved vendor and holds local business' licenses in many cities in US and Canada as required as well.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	*Griffin Bike Park, Terre Haute, IN – 2017 NRPA National Facility or Park Design Award *Festival Fields Park, Avondale, AZ – 2020 APRA Outstanding Facility of the Year for Population 10,001-100,000 Award *Lake Cunningham Bike Park, San Jose, CA – 2018 American Public Works Association Project of the Year *Sedona Bike Skills Park, Sedona, AZ – 2019 APRA Outstanding Facility for Populations under 10,000 Award *Mansel Carter Oasis Park, Queen Creek, AZ – 2019 APRA Outstanding Facility for Populations 10,001-100,000 Award *Ronald Reagan Sports Park, Temecula, CA – 2020 APWA/IE Small Project of the Year Award *Featured in Several Parks and Recreation Magazines as well as industry related magazines
17	What percentage of your sales are to the governmental sector in the past three years	85% of sales are with government entities generally including state county and municipal agencies as well as a variety of parks commissions. Roughly 5% of our business is with the federal government and about 10% private
18	What percentage of your sales are to the education sector in the past three years	12. Historically less than 1% of our sales are in the public education sector. With the increase in school sponsored cycling teams we are beginning to see a demand emerge for bike focused infrastructure on school property. In mid-2020 we kicked off a campaign to develop sales channels for schools with our bike focused products.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buy Board – Contract No. 592-19 Sales: 2020 through 10/31/2020: \$110,882.39 2019: \$0.00 2018: \$70,110.18 2017: \$0.00 PA Costars – Contract No. 014-002 Sales: 2020 through 10/31/2020: \$0.00 2019: \$0.00 2018: \$0.00 2017: \$0.00 State of New Jersey Purchasing Contract – Contract No. 16-FLEET-00129 Sales: 2020 through 10/31/2020: \$0.00 2019: \$0.00 2018: \$0.00 2017: \$194,044.06 Sourcwell – Contract No. 030117-ARC Sales: 2020 through 10/31/2020: \$1,591,033.15 2019: \$870,472.71 2018: \$ 2,550,829.90 2017: \$1,634,285.65 CMAS – Contract No. 4-19-78-0034B No project performed under CMAS Contract at time of bid
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract No. GS-03F-064GA 2020 through 10/31/2020: \$0.00 2019: \$147,000.00 2018: \$127,400.00 2017: \$0.00

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Norman Parks and Recreation Department	James Briggs, Park Planner II	405-366-5480
City of Salina Parks and Recreation Department	Chris Cotten, Director	309-212-4796
City of Newtown Parks and Recreation Department	Amy Mangold, Director	203-270-4342
NYC Parks	Martin Maher, Brooklyn Commissioner	718-965-8920
City of Fort Atkinson Parks and Recreation Department	Scott Lastusky, Former Director	920-988-9007

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Norman	Government	Oklahoma - OK	*Bike Park Design *Custom Built Bike Park with Trails and PBR Equipment *Skatepark Design *Custom onsite construction of concrete/shotcrete skatepark that included a custom hybrid half pipe. *Custom Rockwork and Paved trails around Blake Baldwin Skatepark *Custom Sign for Blake Baldwin Skatepark	2018: \$237,232.70 2019: \$ 985,620.00 2020: \$ 3,500.00	\$1,226,352.70
City of Rogers	Government	Arkansas - AR	*Bike Park and Asphalt Pump Track Design *Custom Asphalt Pump Track Construction *Manufacture and Installation of PBR Features in Bike Park *Trail Construction	2020: \$626,000.00 2020: \$85,000.00 2020: \$16,500.00	\$ 727,500.00
City of Las Vegas	Government	Nevada - NV	*Asphalt Pump Track Design and CD's *Asphalt Pump Track Construction *Design, Manufacturing and Installation of three Pro Series Skateparks	2019: \$18,200.00 2020: \$201,788.00 2020: \$490,000.00	\$ 709,988.00
City of Reno	Government	Nevada - NV	*Design and CD's of Skatepark * Stamped Construction Documents *Pre-cast Skatepark Manufacture and Installation *Manufacture of PBR Features for Bike Park	2017: \$5,000.00 2017: \$15,000.00 2017: \$ 219,344.53 2017: \$4,900.00 2018: \$266,153.23 2019: \$11,721.88	\$522,119.64
Miami Parking Authority	Non-Profit	Florida - FL	*Design, CD's and Construction of custom concrete/skatepark located under I-5 Freeway	2019: \$ 1,100,000.00	\$1,100,000.00

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party),

and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	American Ramp Company can assist our customers through every level of park development all within our own in-house team members. ARC employs a captive sales team which is structured to operate within designated regions. Currently, we have the following in house sales staff members: • Two In-house Sales Representatives for East Coast • Two In-house Sales Representatives for Central Region • Three In-house Sales Representatives for West Coast • Three In-house Sales Representatives for Canada • Three In-house Sales Representatives for International • One In-house Sales Representative for Maintenance Products • Two In-house Business Development Team Members At the sales level our team is actively working with over 3,000 individual clients who are at different stages of project development. We normally attend every state's park and recreation conference and tradeshow to make ourselves available to our current customers and to develop new relationships. This past year that has proven difficult, so we have attended the ones we are able to attend and have had hundreds of meetings with our clients virtually. On a normal basis our sales team spend approximately 50% of their time on the road meeting with our clients to advance the progress of their projects.
24	Dealer network or other distribution methods.	We have non-exclusive relationships with many dealers who have customers that are interest in our services and products. Our dealers will ask that we assist them in providing action sports solutions to their customers since those recreation segments are outside of their depth. Most of these dealer relationships are with Play Power dealers and reps which make the Sourcewell conversation very clean since they too carry a Sourcewell contract. Sales through these dealer relationships represent less than 5% of our total sales as most of our projects are worked factory direct through our captive sales force.
25	Service force.	Customer service and warranty service is all handled completely in our office by our customer support and installation staff. The parks and recreation market is a very connected one so we understand the importance of customer experience and want to control every aspect of that directly. We have more than 30 trained equipment installers, onsite construction crew members and maintenance staff to be able to deliver the highest quality parks to any customer. Our dedicated maintenance staff has the ability to handle warranty claims and provide ongoing maintenance options to our customers on a very quick turnaround because it is all handled directly from our corporate headquarters.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	While we are working on a project, we assign a Project Manager that is directly responsible for continuing communication on a regular basis with the customer. We strive to make sure that we are providing them with whatever they need to continue success while moving to completion of their project. We have recently implemented the use of Buildertrend Software that allows us to give the customer access to daily reports, photographs, weather reports, schedule and many other items to ensure they are constantly informed of what is happening on their project. Once a project is completed we take a proactive approach to the customer and project installation by contacting them at least twice a year to check in and make sure that everything is going well and that they are happy with the work that we did. This approach serves two purposes, customer satisfaction, but also helps ARC maintain relationships for future work with our clients.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	American Ramp Company has been actively utilizing a Sourcewell contract for more about 10 years. Throughout that time, we have served clients in 35 states with sales over Ten million since our contract was originally awarded. We have made it our goal to double that figure over the next contract life and reach more than Twenty Million in the next four years. ARC believes that Sourcewell purchasing vehicle for the customers we serve which is why we actively promote our Sourcewell with all new and existing customers and display that we hold a current Sourcewell contract at all of tradeshow we attend in the United States and Canada.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our Canadian sales team has been excited about the headway that Sourcewell has been making towards the use of the contract in the Canadian market. We have an office in Ontario with Canadian sales and installation team members. Our team is willing to help the contract propagate in Canada and educate all of the customers and contacts that we have on the value of using the Sourcewell contract.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas in the United States or Canada that American Ramp Company will not fully be able to serve through our Sourcewell contract.

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - We will fully service Sourcewell members in every sector.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There would be no restrictions. We have served customers in Hawaii, Alaska and US Territories throughout our history. We also serve Canadian customers located in remote regions, military bases, International municipalities, and dealers located anywhere in the world. Shipping terms and costs may vary based on locations. We will provide a quote for freight and delivery time at the time of estimate to the customer.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Every project quote that we send out will have verbiage encouraging that the purchase is made through the Sourcewell contract. We will have information and links on our customer facing digital marketing materials like our website as well as include that we hold a Sourcewell contract on industry publications. Often, we do continuing education sessions and lunch and learns where we include information about procurement and specifically how using Sourcewell is the most efficient method for project procurement. We have attached some examples of marketing material as well as tradeshow handouts and catalogs that show that we carry a Sourcewell contract.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	American Ramp Company uses technology and digital data to enhance marketing effectiveness in the following ways: Website: Our dedicated marketing team works to ensure that our website remains up to date and relevant to customer needs. We analyze what the customers in our industry are searching for and use data and metadata to steer our messaging both in content and delivery method. Social Media: American Ramp Company is currently on Facebook, Instagram and You Tube. Our goal on these platforms is to provide our customers with information on our current parks that will add value in seeing where we are building and what our finished products look like. Social media is also a fun and interesting way to share with others the joy that the end users are being provided because of the different products and services we bring to communities. E-Blast: American Ramp Company frequently sends out E-blasts to all surrounding customers when we have a new park opening, are attending a local tradeshow, introducing a new product, and many other reasons. We feel that E-blasts are a successful email marketing tool that can raise awareness of our business and products to keep us on the minds of existing and potential customers.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We anticipate that Sourcewell will continue to play a strong role in ensuring their members are aware of American Ramp Company's awarded contract and will navigate members to our Sourcewell Awarded Vendor page which will provide them all of the details on our contract award and contact information. Sourcewell has already played a very active role in promoting our previous contracts by assisting our sales division on conference calls to help explain the many benefits and ease of contracting through Sourcewell. They have been very active in helping our sales force answer any questions that our customers who haven't become members of Sourcewell that they may have which makes it much more successful in getting them to become new Sourcewell members. We have already integrated Sourcewell into our sales process by developing a marketing strategy that promotes our contract among members. We will continue to encourage Sourcewell members and nonmembers the advantages of purchasing through Sourcewell in an effort to save them valuable time and money.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	American Ramp Company does not offer online sales through our website because of the nature of the products and services we provide. Most of our products and services require initial legwork including design which would not be effectively performed through online ordering services. We work with our customers and their communities to develop designs and then supply them with the best possible end product based on the feedback from the customer and their end users. However, we work with our customers in any way needed to make the procurement process meet their needs. We offer procurement through many various forms including purchase orders, credit cards and P-Cards. Because we work with many government entities, all these forms of procurement are very common to us. There is no additional cost to Sourcewell members for using this process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At the time of project installation, we offer an opportunity for our customer to have staff trained on equipment maintenance by our installation crew lead. This is a service that we provide at no extra cost to the customer.
37	Describe any technological advances that your proposed products or services offer.	Our design and engineering team work to stay of the cutting edge of the action sports industry when it comes to the development of new products and facilities. We also look for ways to integrate technology and multimedia into the park experience. For example, we have developed the ability for a facility user to access a "How to use this equipment" video while at the park by scanning a QR code on interpretive signage.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At American Ramp Company we take pride in our commitment to providing the highest quality projects possible. As a leader in the action sports industry we recognize that it is our responsibility to set an example as an environmentally conscientious company. We have invested considerable time and resources identifying aspects of our business that we can alter in order to maximize our customer satisfaction while minimizing our environmental impact. American Ramp Company has always looked for ways to decrease our carbon footprint. We hold firm to the belief that focusing on building the highest quality, longest lasting skateparks will insure minimum environmental impact. By building skateparks right the first time we guarantee resources are not needlessly being used to replace or repair. Our industry did not have baseline environmental standards and for that reason we took the lead to develop initiatives and with one other skatepark company founded Green Skate. As one of the founding members of Green Skate we have adopted a policy to evaluate environmental impact of every decision we make. Green Skate is an initiative set forth to create baseline standards for sustainability in the production of skateparks. Below are a few of the critical objectives of Green Skate. Green Skate Initiatives • Use recycled and recyclable productions – Utilize resources that are recyclable and/or composed of recycled materials • Practice Lean Manufacturing – Identify any areas of waste and excess. Maximize efficiency and accuracy of work force, energy and materials. Manufacture equipment when ordered so energy and materials are not being wasted on inventory storage. • Seek Environmentally Sensitive Partners and Suppliers – Team up with vendors and business partners that are taking their own steps to protect our environment and natural resources. We seek out vendors and suppliers that are operationally proximal to avoid trucking raw materials over a long distance. • Employee Culture – Encourage employees to constantly evaluate their work processes and identify areas that can be improved to increase efficiency and environmental sustainability. ARC also employs LEED Accredited individuals that help keep focus on environmental sustainability within the company.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	While American Ramp Company does not hold any third-party issued eco-labels, ratings or certifications, all of the steel used in our products are recycled steel. We also utilize recycled concrete when possible as base and fill material in our onsite parks and work with various suppliers of surfacing that utilizes recycled material. American Ramp Company has also recently used Basalt rebar in place of traditional steel rebar on a project that we completed this past year and are looking into utilizing this product more in the future.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	American Ramp Company is identified as a Small Business Entity (SBE) and does currently hold a State of Missouri Minority Owned Business Enterprise certificate. Please see a copy of this certificate attached to this response.

41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	American Ramp Company offers turn-key solutions to its customers. Being the only true one stop shop for the Action Sports segment of the recreation industry, we are able to serve our customers at every level of any project. This assistance spans all areas of project development including fundraising, community awareness, and project development. Any time a customer contacts our office during normal business hours someone will answer the phone. Every staff member that answers our phones during the course of the day are trained on asking the proper questions to ensure that they are transferred to the appropriate person to help with whatever they need. This we feel is an added value to our customer service because they get to speak to a live person at the time of their initial call. Because we have had a Sourcwell contract for over 10 years our staff is uniquely prepared to help Sourcwell members, and customers interested in becoming members, navigate the procurement process using the contract.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Yes, our warranty typically covers all materials and labor.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Repairs required due to neglect, abuse, accident, vandalism, use of products other than the intended purpose and acts of nature or God are not warranted. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by American Ramp Company.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Because we have multiple crews that are mobilized throughout the US and Canada, we can very quickly respond to any warranty issues. Since these crews are already in the region, we do not charge our customer for any travel related expenses.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	American Ramp Company covers all regions and have crews that can perform warranty work anywhere in the United States and Canada.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty extends as applicable to any product or service that is listed under our contract, including any product that we would offer by others.
47	What are your proposed exchange and return programs and policies?	An exchange program is not offered, if something is wrong or a customer is unsatisfied with a product our warranty covers that item and we will replace it at no cost to the customer. There is a 30% restocking fee if the customer wants to return a park. All of the shipping and logistics are handled through our office and often carried by our crews.
48	Describe any service contract options for the items included in your proposal.	Our products have an industry leading warranty and are manufactured to be as maintenance free as possible. However, we do have an annual maintenance inspection program available to our customers. With the annual maintenance inspection program, we will send out one of our trained supervisors to do a thorough walk through their park and identify any necessary items that should be addressed. If the park is within our warranty timeline, most of these items can be addressed immediately. If work outside of warranty is needed, we can then take all the photo documentation and reports back to our office where our service department will write up a detailed report and provide a quote to make necessary repairs.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	We have a wide variety of payment terms depending on the product and/or service we are providing. Because the majority of our projects are very large in nature our terms are 50% at the time of order and 50% upon shipping of the equipment. Most of these projects we work with Net 30 terms. American Ramp Company also performs large inground concrete skateparks and asphalt pump track and generally invoice those using progress billing that we submit to the customer at different project milestones much like most construction projects. American Ramp Company will talk through payment terms with our customers and determine which payment structure works best for them and their project.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	ARC has partnered with National Cooperative Leasing (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including tax-exempt municipal leases and a purchase order only program. There is no ownership, common ownership, or control between ARC and NCL.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Sourcewell members will issue purchase orders directly to American Ramp Company with the Sourcewell contract number included on the PO. American Ramp will then enter the sales as a Sourcewell sale in their sales tracking system, which is used to create, manage and report quarterly to Sourcewell. Our overall order process provides multiple check points so that nothing is missed in the process of our customers placing an order. Each customer works directly with a sales professional from their region. Once they work through what type of equipment, park or services they would like to procure a contract or purchase order and order form are completed. Once that is done so it is entered into our online system with all of the information for each order which then automatically generates an internal email to all department managers. The accounting department immediately enters the job into our online accounting system and the file is sent to our manufacturing department.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we will work with our customers in any way needed to make the procurement process meet their needs. There is no additional cost to Sourcewell members for using a P-Card.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each individual component will be listed using line item pricing. All pricing that is being extended to Sourcwell members is factory direct pricing, which means no middleman mark up. This factory direct relationship automatically saves the 20-30% commissions that would typically be applied and added to the price by a 3rd party supplier. In addition to the factory direct pricing ARC will be offering an additional 7% discount off the factory direct pricing, giving Sourcwell members access to pricing lower than any other pricing in market, published or unpublished. Individual Sku's are listed for manufactured components on the attached price list. Onsite construction price line items do not contain sku numbers.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Most of our customer interaction is factory direct, and this will be the same in the case of a Sourcwell sale. This means that our list price is manufacturer direct pricing and does not have the 30% marked up MSRP when working through a third-party rep agency. That factory direct pricing is then discounted an additional 7% to Sourcwell members giving Sourcwell members the best possible price for our products and services.
55	Describe any quantity or volume discounts or rebate programs that you offer.	There are no quantity or volume discounts or rebate programs at the time of this offering.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our objective in this RFP response is to provide a turn-key solution by including all conceivable aspects of a skatepark, bike park or pump track project under this contract. Items such as sound dampening material, installation, etc. will have percentage cost pricing. For any components that are not specifically called out in this price list we will provide a quote for the requested service as new needs arise. Because the components to build a skatepark, bike park or pump track vary drastically, it would be virtually impossible to include every non-standard component in our price list. Our price list is meant to be interpreted as "Standard" components meaning that a certain feature may have differing dimensions with a different price.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our response covers all components typically associated with our projects. The only cost that is not clearly defined in our proposal would be installation costs on projects located within prevailing wage states. In states with prevailing wage laws we do not use the percentage cost pricing method, but rather quote the installation out based on the applicable rate schedule that would apply but only for the installation amount the product price is fixed by the contract.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Once the final design is complete and all components are determined for each project, our shipping department gets multiple competitive rates from our shipping partners. Because we are based in the center of the US and ship a lot of freight, we are able to provide very cost-effective shipping solutions.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In the instance of Hawaii and Alaska, we ship to the port and have the products sent by boat. Shipping to most regions of Canada are the same procedure as when we ship within the US. None of these logistics are the responsibility of the customer and are handled directly by our shipping department. These types of shipments are common practice for us as we do a lot of international business.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our team has shipped and installed skate, bike and pump track components in nearly 40 countries and every environment, so unique to us is a relative term. To date we have been able to comply with customer requests in any situation that we have encountered and intend to continue that trend. We don't offer any specifically unique distribution or delivery methods.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	As soon as an order is placed, the first stop that it makes is in our contract managers office. She thoroughly goes through the pricing and verifies everything in accordance with Sourcewell pricing. Once she verifies the pricing, she then places the sale on our internal sales report and includes all information including which purchasing program is used to place the order. She then keeps individual reports for each purchasing program where the data is entered as well. For our current Sourcewell contract, we use the report that was provided to us by Sourcewell to report our sales. At the end of each quarter all sales are double check and verified on the sales report and the administrative fee is issued for the projects that have been completed and paid in full.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Two Percent of gross sales.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	American Ramp Company offers everything necessary for design and build services for skateparks, bike parks and pump tracks. American Ramp Company offers pre-cast concrete, modular skatepark equipment (wood, steel, hybrid), bike park equipment, modular pump track equipment, bicycle playground equipment, trail construction, on-site concrete skatepark construction, and on-site construction of asphalt pump tracks. American Ramp Company provides full turn-key service of any type of skate, bike or pump track project including all demolition, excavation, drainage, forming, rebar, shotcrete, flatwork, and much more depending on the project needs. All designs produced by ARC are custom based on what the customer would like, their budget, the site selected as well as community input from meetings and surveys conducted by our design team.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The categories listed, Skateparks, Bike Parks and Pumptracks, capture most every type of product/service that we offer.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Skateparks	☒ Yes ☐ No	American Ramp Company provides every skatepark build option and pricing for each is available and included in this proposal.
67	Bike Parks	☒ Yes ☐ No	American Ramp Company offers turn-key design and build of every type of bike park product and facility including segments created by us like bicycle playgrounds.
68	Pump Tracks	☒ Yes ☐ No	All pump track construction methods are available through American Ramp Company including products that are exclusive to ARC like modular pump tracks.
69	Design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	☒ Yes ☐ No	We offer turn-key planning, design, consultation, and everything needed leading up to project construction and during construction we also perform all aspects of the project in house from site work through completion of the project. We also provide facility management, programming and maintenance/repair solely by our staff.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sales Revenue: We track our sales revenue on a monthly, quarterly and annual basis to show whether our sales are increasing/declining to Sourcewell members. This has also been tracked internally since the initial award of our first contract and this information is used internally by our sales team when they are initiating communication with a future customer who is interested in Sourcewell. Number of Sales: American Ramp Company tracks the number of sales with detailed sales reports on a monthly, quarterly and annual bases to track the number of sales to Sourcewell Customers. This has also been tracked internally since the initial award of our first contract and this information is used internally by our sales team when they are initiating communication with a future customer who is interested in Sourcewell. Those are just a couple of examples of how we track to see if we are having success with the contract. If we see our revenue and number of sales drop, we will take the time to identify the problem and take all necessary steps to correct the issue.
71	Describe the methods or techniques that impact the durability or longevity of your product.	Because we self-perform nearly 100% of every aspect of a project, we can make sure that the quality meets our expectation. Our inhouse Director of Engineer and our Quality Control Manager have both been with our company for just shy of 20 years. Every project has 3 levels of quality checks that it goes through before the installation crew arrives onsite. Maintaining an experienced team who understand and maintain a level of excellence has been the key to outputting products that last. In fact our most popular product comes with a 20-year warranty and we have had installations that are still in use from our first year in business, 23 years ago.
72	Describe any unique advancements offered by your firm, including examples related to product safety, product longevity and life cycle costs.	Our team is always looking for ways to improve our products and processes. This is done with a focus on performance, safety, and aesthetics. For example, we re-engineered both our bike and skatepark product lines in a way that eliminated any fasteners in the riding surface. This change eliminates a potential hazard of a fastener backing out and causing injury, but also gives the product a higher aesthetic value. The removal of this critical maintenance area is also a big benefit to the customer. Another great example is something we recently developed; a special surface for bike parks called P3 Cycle Surface. This new surfacing solution will dramatically cut down on maintenance for customers while also creating a more consistent and safer riding surface for users.
73	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our team works directly with clients from the beginning of a project to address the needs and goals identified. A focus for our company is to provide facilities that serve the broadest user group possible. Our passion is in action sports as designers, builders, and users ourselves, so we believe it is our responsibility to make action sports environments that are welcoming, engaging, and inclusive. Whether it is a bike park, skatepark or pump track, we believe getting people outside and active on a consistent basis changes lives, and changing lives helps to change the world.
74	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	Our company offers a turn-key solution for the planning, design, and construction of Skateparks, Pumptracks and Bike Parks. We feel that we have the most experienced and diversely qualified team in the action sports industry. On top of our experience we have the advantage of executing every aspect of a project inhouse, without the need to outsource. This means we can directly ensure a quality product/project, delivered in an efficient timeframe.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	No Exceptions Taken

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - ARC 2018 2019 2020 Financials.pdf - Tuesday November 24, 2020 15:13:04
- Marketing Plan/Samples - ARC Tradeshow Handout.pdf - Tuesday November 24, 2020 15:22:33
- WMBE/MBE/SBE or Related Certificates - MBE Certificate.pdf - Tuesday November 24, 2020 15:20:25
- Warranty Information - Warranty Statements.pdf - Tuesday November 24, 2020 15:19:31
- Pricing - 2020 Sourcewell Price List.pdf - Tuesday November 24, 2020 15:35:55
- Additional Document - ARC_Catalog.pdf - Tuesday November 24, 2020 15:24:21

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Heather Ogden, Senior Project Manager, American Ramp Company, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Skatepark Bike Park and Pump Track Solutions_RFP 112420 Thu October 29 2020 09:47 AM	☒	3
Addendum_1_Skatepark Bike Park and Pump Track Solutions_RFP 112420 Fri October 9 2020 04:18 PM	☒	1

EXHIBIT C

WARRANTY

10 YEAR LIMITED ON ALL STEEL RAMP COMPONENTS

* Begins on the date of delivery or when the on-site work is complete, under the condition that the bike park equipment has no defect in material and/or workmanship. Should purchaser believe Progressive Bike Ramps has failed to meet the terms of this warranty, they shall notify Progressive Bike Ramps, and Progressive Bike Ramps shall, at its sole discretion, repair or provide replacement parts. Installation of replacement parts are not covered under this warranty and freight is to be prepaid by purchaser. This warranty is exclusive and is in lieu of all other warranties, whether expressed, implied, or statutory.

EXCEPTIONS TO WARRANTY

Repairs required by normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose, and acts of nature or God are not warranted. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by Progressive Bike Ramps. Progressive Bike Ramps will in no way be held liable for any damages, problems, or injuries that occur as a result of an installation that is not factory installed or supervised by factory trained personnel.

DISCLAIMER OF CONSEQUENTIAL DAMAGES

Progressive Bike Ramps shall not be held liable to purchaser, purchaser's customers, or other users of the product, or to anyone else for incidental, consequential or any other direct loss or damage or for lost profits or revenues of any kind, arising out of this agreement, whether in any action for or arising out of breach of contract, tort, fraud, or otherwise.

SAFETY

Purchasers are responsible for ordering equipment appropriate to the level of expected users. Equipment should be inspected regularly by purchaser to ensure that it is safe and in good repair. Should the purchaser neglect any suggested maintenance, this warranty is rendered invalid. Purchaser assumes all liability for site location and any and all problems resulting from such placement (noise, vandalism, traffic, etc.).

PURCHASER _____ REP. _____ DATE _____





Meeting Date: December 5, 2023
Item #: 20

Contact Name: Jack Davidson
Contact Number: Ext. 3319

Department Director: Vincent Ogburn
City Manager: Robert Frank

Subject: Approval to Enter into an Agreement with SoundThinking, Inc. for Resource Management Software Services. (Acting Police Chief Ogburn)

Background Summary:

The Police Department currently uses Geolitica as an analytical tool for intelligent policing. Geolitica uses historical data to conduct a predictive analysis of areas where crime is likely to occur, thus requiring increased police presence to deter criminal activity. Geolitica has dissolved and service is ending on December 31, 2023. A new vendor, SoundThinking, Inc., has purchased the intellectual property of Geolitica and is providing a comparable service. The Police Department wishes to enter into an agreement with SoundThinking to provide resource management software. The agreement is a 3-year term with the option of ending the agreement after the first year. SoundThinking uses data-driven analysis to help strategically plan directed patrols and activities to support the Police Department's crime deterrence strategies. The system incorporates data such as crime events, temporal cycles, and geographic variables to produce high-probability crime risk assessments. These assessments are then turned into patrol plans, directed patrols, or patrols available to watch commanders, crime analysts, and officers in the field. This expenditure was anticipated and the first year costs are included in the FY 24 approved budget.

Issue:

Should the Honorable Mayor and City Commissioners authorize the Police Department to enter into an Agreement with SoundThinking, Inc. for Resource Management Software Services?

Recommendations:

Staff Recommends the Honorable Mayor and City Commissioners authorize the Police Department to enter into an Agreement with SoundThinking, Inc. for Resource Management Software Services.

Attachments:

1. SoundThinking Master Service Agreement

Financial Impacts:

The year one costs are \$12,800 and is included in the current approved budget. Year two costs are \$21,150, and year three \$29,500.

Type of Item: Consent

SOUNDTHINKING™ MASTER SERVICES AGREEMENT



SoundThinking, Inc.
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Fremont, CA 94538
+1.888.274.6877
info@soundthinking.com
www.soundthinking.com

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This Master Services Agreement (this “Agreement”) is entered into by and between SoundThinking™, Inc. (referred to herein as “SoundThinking”), with offices located at 39300 Civic Center Dr., Suite 300, Fremont, CA 94538, and the City of Ococee, Florida (hereinafter referred to as “Customer”), with offices located at 1 Bluford Avenue, Ococee, FL 34761, effective as of the last date of signature herein. SoundThinking and Customer may also be referred to in this Agreement individually as a “Party” or collectively as the “Parties”.

This Agreement and its exhibits define the deliverables, implementation, and support services for the SoundThinking Subscription Services to be provided under this Agreement and identified in SoundThinking’s Proposal attached hereto as Exhibit A.

In consideration of the Parties’ mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. EXHIBITS

The following exhibits (“Exhibits”) and Addenda are attached to, and incorporated in this Agreement:

- A. Exhibit A SoundThinking Proposal ID #OCOPD101123RR
- B. Addendum One - ResourceRouter™ Supplemental Terms

2. DEFINITIONS

All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

- A. Insight means the internet portal to which Customer will have access to Reviewed Alerts with respect to the ShotSpotter® Gunshot Detection, Location, and Forensics System.
- B. CaseBuilder™, CaseBuilder™ Subscription Services, CaseBuilder™ Software, or CaseBuilder™ System means the SoundThinking case management software.
- C. CaseBuilder™|Crime Gun, CaseBuilder™|Crime Gun Subscription Services, CaseBuilder™|Crime Gun Software, or CaseBuilder™|Crime Gun System means SoundThinking’s gun crime tracking and analysis case management tool.
- D. Confidential Information means that information designated by either Party as confidential or proprietary as further defined in Section 6 of this Agreement.
- E. CrimeTracer™, CrimeTracer™ Subscription Services, CrimeTracer™ Software, or CrimeTracer™ System means the law enforcement search engine and information platform which enables customers to search data from agencies across the U.S.
- F. Coverage Area means the area in square miles covered by the ShotSpotter® Subscription Services as set forth in Exhibit A and any increase to the Coverage Area as agreed to in writing between the Parties.
- G. ResourceRouter™, ResourceRouter™ Subscription Services, ResourceRouter™ Software, or ResourceRouter™ System means the SoundThinking crime forecasting and patrol/task force management system.

- H. ShotSpotter®, ShotSpotter® System, ShotSpotter® Software, or ShotSpotter® Subscription Services means the ShotSpotter® Gunshot Detection, Location, and Forensic Analysis Service.
- I. ShotSpotter Data means the data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the ShotSpotter Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the ShotSpotter Subscription Services and/or Software.
- J. Software or SoundThinking Software means collectively the SoundThinking applications identified in Exhibit A and the Addenda to this Agreement to which Customer will have access under this Agreement on a subscription basis. The term Software shall also mean any new applications supplemental to the Subscription Services provided by SoundThinking to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the SoundThinking API Subscription License.
- K. Subscription Services or SoundThinking Subscription Services means collectively the services provided to Customer on a subscription basis under this Agreement to access, and SoundThinking's maintenance of, the Software.
- L. System means collectively the Software and Subscription Services provided under this Agreement.

3. SUBSCRIPTION SERVICES

- A. SoundThinking will implement the applicable Subscription Services set forth in Exhibit A and the Addenda to this Agreement.

4. INITIAL TERM AND RENEWAL

The initial term of the Subscription Services shall be for a period of thirty-six (36) months commencing on the date that the Subscription Services are made available to the Customer ("go live"). Based on the Subscription Services provided under this Agreement, there may be more than one go live date.

The Subscription Services may be renewed for successive periods of one year each (or multiple years as mutually agreed upon in writing by the Parties), in accordance with the following procedure. SoundThinking shall provide Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Customer acknowledges that the Subscription Services fees, terms and conditions, and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms. Annual Subscription fees are subject to increase at a rate of 5% for Customers whose annual subscription fee is less than the current SoundThinking list price.

If Customer fails to renew prior to expiration of the then current subscription term, the Subscription Services will terminate in accordance with Section 5.C and the Customer's access to the Subscription Services will be disabled. With respect to ShotSpotter, at its discretion, SoundThinking may remove the ShotSpotter Service and any components from the Coverage Area at that time. If SoundThinking does not remove the

ShotSpotter Service from the Coverage Area, Customer may reinstate the ShotSpotter Subscription Services at a later date by renewing this Agreement and payment of the applicable reactivation and ShotSpotter Subscription Services renewal fees; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

5. LICENSE AND OWNERSHIP

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit A, Customer is granted a non-transferrable, non-exclusive and terminable license ("License") to use the applicable SoundThinking Subscription Services, and ShotSpotter® Data for the Customer's own internal purposes and, if applicable, permitting citizens to access the public facing components of the relevant Subscription Services as set forth in this Section 5 and the Addenda to this Agreement. Please read the terms and conditions of this Agreement carefully. By using any SoundThinking Subscription Services, you agree to be bound by the terms and conditions of this Agreement and its Addenda. If you do not agree to these terms, you must notify SoundThinking and discontinue any use of the SoundThinking Subscription Services.

A. License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of SoundThinking, licensed to Customer on an annual subscription basis. The SoundThinking Software may incorporate components supplied to SoundThinking under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services any part thereof is the property of SoundThinking or, if applicable, its suppliers. All right and title to the SoundThinking computer programs, including, but not limited to related documentation, technology, know-how, and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with SoundThinking. Customer may not make any copies of the written materials or documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that SoundThinking has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

Nothing in this Agreement shall be construed as granting any right or title to any SoundThinking Software, the ShotSpotter Data, or any component thereof, or any other intellectual property of SoundThinking or its suppliers to Customer.

Customer shall not alter, remove, or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software, or any documentation.

Use, duplication, or disclosure by applicable U.S. government agencies is subject to restrictions as set forth in the provisions of DFARS 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.

B. Export.

Customer acknowledges that the ShotSpotter System has been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any ShotSpotter Software, ShotSpotter Subscription Services, ShotSpotter Data, documentation, or any component thereof or underlying information or technology related thereto, to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of SoundThinking. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of Customer's country. In this respect, no resale, transfer, or re-export of the ShotSpotter System or any ShotSpotter System component exported to Customer pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or third party, or to any U.S. person or entity, any of the ShotSpotter System, or ShotSpotter System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Customer shall bear all expenses relating to any necessary registrations, licenses, or approvals.

In addition to the restrictions and requirements set forth above, the Customer shall not export, or re-export, transfer, consign, ship, deliver, download, upload, or transmit in any form, the CaseBuilder, CaseBuilder|Crime Gun, CrimeTracer, or ResourceRouter Subscription Services, Software, documentation, or any component thereof or underlying information or technology related thereto to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of SoundThinking. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by

the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of the import country.

In addition to the foregoing, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S. Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any third party or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

C. Termination.

Customer agrees that its right to use any of the applicable Subscription Services, or Software, provided hereunder, including ShotSpotter Data, will terminate following thirty (30) day's prior written notice due to a material breach of the terms of this Agreement, including failure to pay any sums to SoundThinking when due, or failure to renew the applicable Subscription Services prior to expiration of the then current subscription term unless such breach has been cured within said thirty (30) day period. In the event of a breach of SoundThinking's intellectual property rights, SoundThinking at its sole discretion may terminate this Agreement immediately upon written notice to Customer. In the event of termination for any reason, Customer's access to the applicable Subscription Services and Software will terminate and be disabled. With respect to ShotSpotter, Customer's access to ShotSpotter Data will also terminate; and SoundThinking will cease delivering Reviewed Alerts for ShotSpotter. Customer agrees that SoundThinking shall not be liable to Customer nor to any third party for any suspension of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

D. Modification to, or Discontinuation of the Subscription Services.

Upon reasonable notice to Customer, SoundThinking reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). In the event that SoundThinking modifies the Subscription Services in a manner which removes or disables a feature or functionality on which Customer materially relies, SoundThinking, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that SoundThinking is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Subscription Services fees paid under the Agreement for the subscription term in which this Agreement is terminated. Customer acknowledges that SoundThinking reserves the right to discontinue offering the Subscription Services at the conclusion of Customer's then current term. Customer agrees that SoundThinking shall not be liable to Customer or to any third party for any modification of the Subscription Services as described in this section.

E. New Applications.

From time to time, at SoundThinking's discretion, SoundThinking may release to its customer base, new applications supplemental to the Subscription Services. Customer's use of such new applications shall be subject to the license, warranty, intellectual property, and support terms of this Agreement. Prior to general release, SoundThinking may request Customer to act as a pre-release test site for new applications, or major upgrades. Provided that Customer agrees in writing to such request, SoundThinking will provide a pre-release package explaining the details and requirements for Customer's participation.

F. No Use by Third Parties.

Except as otherwise expressly set forth in this Agreement, use by anyone other than Customer of the Subscription Services, Software, documentation, or ShotSpotter Data is prohibited, unless pursuant to a valid assignment of this Agreement as set forth in Section 20 of this Agreement.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS**A. SoundThinking Confidential Information.**

Customer acknowledges and agrees that the source code, technology, and internal structure of the SoundThinking Software, ShotSpotter Data, and SoundThinking Subscription Services, as well as documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of SoundThinking, the value of which would be destroyed by disclosure to the public. Use by anyone other than Customer of the Subscription Services, documentation, and ShotSpotter Data is prohibited, unless pursuant to a valid assignment under this Agreement. Unless prohibited by applicable law, the terms and conditions of this Agreement, including pricing and payment terms shall also be treated as SoundThinking's confidential information. Customer shall not disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential information and proprietary trade secrets of SoundThinking in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

B. Customer Confidential Information

During the term of this Agreement or any subsequent renewals, SoundThinking agrees to maintain Customer information designated by the Customer as confidential to which SoundThinking gains access in the performance of its obligations under this Agreement, and not disclose such Customer Confidential Information to any third parties except as may be required by law. SoundThinking agrees that Customer's Confidential Information shall be used solely for the purpose of performing SoundThinking's obligations under this Agreement.

C. Obligations of the Parties.

The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information. Upon termination of this Agreement the Recipient, as directed by the Discloser, shall either return the Discloser's Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser.

Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

7. LIMITED WARRANTIES

- A. SoundThinking warrants that the Software will function in substantial conformity with the SoundThinking documentation accompanying the Software and Subscription Services. The Software covered under this warranty consists exclusively of ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface; CaseBuilder; CaseBuilder|Crime Gun; CrimeTracer; and ResourceRouter Software and Subscription Services that are made available to the Customer under this Agreement as identified in Exhibit A or any subsequent

amendment to this Agreement. Additional limited warranties as applicable are set forth in the Addenda attached to this Agreement and incorporated herein.

- B. SoundThinking further warrants that the Subscription Services, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.
- C. SoundThinking does not warrant or represent, expressly or implicitly, that any of its Subscription Services or Software will be uninterrupted or error free; or that any SoundThinking-supplied network will remain in operation at all times or under all conditions.
- D. Any and all warranties, express or implied, of fitness for high-risk purposes requiring fail-safe performance are hereby expressly disclaimed.
- E. The Parties acknowledge and agree that the Subscription Services are not consumer goods, and are not intended for sale to or use by or for personal, family, or household use.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, AND THE APPLICABLE ADDENDA TO THIS AGREEMENT SOUNDTHINKING MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. CUSTOMER OBLIGATIONS.

Customer acknowledges and agrees that SoundThinking's duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer's timely performance of and compliance with Customer's obligations hereunder, including, but not limited to:

- A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A.

Customer's address for invoicing:

City of Ocoee

Attn: Accounts Payable

1 North Bluford Avenue

Ocoee, FL 34761

Email: _____

- B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement, and its Addenda.
- C. Customer shall not permit any alteration, modification, substitution, or supplementation of any SoundThinking Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the SoundThinking Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without SoundThinking's express prior written consent.

- D. Unless otherwise expressly agreed in advance in writing by SoundThinking, Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the Subscription Services or Software.
- E. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation(s) to SoundThinking's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.
- F. Should criminal background checks or fingerprinting for SoundThinking employees performing any Services under this Agreement or an Addendum hereto be required by Customer, or Federal or State regulations, such background checks or fingerprinting will be conducted by Customer.
- G. Customer shall be responsible for the accuracy, quality, appropriateness, and legality of all Customer data, any other Customer business information used in any Subscription Services.
- H. SoundThinking will assist the Customer in initially setting up passwords and user names for Customer's employees, agents, or representatives to whom Customer designates access to the applicable Subscription Services ("Authorized Users"). Thereafter, Customer shall be responsible for assigning passwords and user names for each of its Authorized Users. Customer shall be responsible for maintaining the confidentiality and use of Customer's password and user names and shall not allow passwords and/or user names to be shared by Authorized Users; nor shall Customer permit any unauthorized users to access the Subscription Services. The maximum number of Authorized Users for the applicable Subscription Services is set forth in Exhibit A. Each Authorized User identification may only be used to access the applicable Subscription Services during one (1) concurrent login session.
- I. Customer shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY INFRINGEMENT

SoundThinking will, at its expense, defend and indemnify Customer from and against losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software, when used in accordance with SoundThinking's user documentation, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to license the applicable SoundThinking Subscription Services and Software (collectively "Action"), provided that Customer provides SoundThinking with reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action including but not limited to any cease and desist demands or warnings, and further provided that Customer cooperates with SoundThinking and its defense counsel in the investigation and defense of such Action.

SoundThinking shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof. Customer may participate in the defense of such action at its own expense.

This Section 9 shall not apply and SoundThinking shall have no obligation to defend and indemnify Customer in the event the Customer or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by SoundThinking as part of the Subscription Services, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the Customer, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than in accordance with the SoundThinking documentation accompanying the Subscription Services or Software.

If, in SoundThinking's opinion, any of the Subscription Services, or Software may, or are likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which SoundThinking is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to SoundThinking's obligations under this section, then SoundThinking may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the affected Subscription Services for the term in which the Agreement is terminated.

This Section 9 states the entire liability of SoundThinking and is Customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to any SoundThinking Subscription Services, SoundThinking Software or any component thereof. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

SoundThinking shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the gross negligence, or wrongful act, error, or omission of SoundThinking, its employees, agents, or subcontractors as a result of SoundThinking's or any of its employees, agents, or subcontractor's performance pursuant to this Agreement. SoundThinking shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents, or contractors, SoundThinking's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

In no event shall either Party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other Party under any legal or equitable

theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party or any entity has been advised of the possibility of such damages.

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement, SoundThinking's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this Agreement, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed (i) two (2) times the amount of the annual subscription fee(s) for the twelve (12) month period in which the claim arises, or (ii) the amount of insurance maintained by SoundThinking available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

11. DEFAULT AND TERMINATION; REMEDIES

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period.

In addition to the termination provisions in Section 5.C for failure to pay annual Subscription Services fees, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible to cure as provided in the preceding paragraph, SoundThinking may at its option, effective immediately upon written notice to Customer, either: (i) terminate SoundThinking's future obligations under this Agreement, terminate Customer's License to use the Subscription Services and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same.

12. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to SoundThinking as applicable, of all sales, use, value added, or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or SoundThinking. If exempt from such taxes, Customer shall provide to SoundThinking written evidence of such exemption. Customer shall also pay any personal property taxes levied by government agencies based upon Customer's use or possession of the items acquired or licensed in this Agreement.

13. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing delivered to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; delivered in person; or via email with read receipt. A Party's address may be changed by written notice to the other Party.

Notices to Customer:

City of Ococee

Attn: _____

1 North Bluford Avenue

Ococee, FL 35761

Email: _____

Notices to SoundThinking:

SoundThinking, Inc.

Attn: CFO

39300 Civic Center Dr., Ste. 300

Fremont, CA 94538

accounting@soundthinking.com**14. FORCE MAJEURE**

In no event shall SoundThinking be liable for any delay or default in its performance of any obligation under this Agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout, or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo, or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond SoundThinking's reasonable control. At SoundThinking's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of SoundThinking so long as any such cause shall prevent or delay performance, and SoundThinking agrees to make, and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

15. ENTIRE AGREEMENT

This Agreement and its Exhibits and Addenda represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

16. GOVERNING LAW

The validity, performance, and construction of this Agreement shall be governed by the laws of the state of Florida, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply.

17. NO WAIVER

No term or provision of this Agreement shall be deemed waived, and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, prior, or subsequent breach.

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present or future waiver of any such provisions or the right of either Party to enforce each and every provision.

18. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition, or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

19. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, SoundThinking and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

20. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which shall not be unreasonably withheld. Provided, however, that SoundThinking may assign or transfer this Agreement and/or SoundThinking's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of SoundThinking's assets. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without SoundThinking's express consent.

21. COMPLIANCE WITH LAWS

During the term of this Agreement SoundThinking will comply with all applicable local, state, and federal laws, statutes, and regulations.

22. EQUAL EMPLOYMENT OPPORTUNITY

SoundThinking is committed to equal-employment principles, and the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60- 1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders. SoundThinking's decisions and criteria governing its hiring and employment practices are made in a non-discriminatory manner, without regard to age, race, color, national origin, citizenship status, gender (including pregnancy, childbirth or medical condition related to pregnancy or childbirth), gender identity or expression, sex, religion, creed, physical or mental disability, medical condition, legally protected genetic information, marital status, veteran status, military status, sexual orientation, or any other factor determined to be an unlawful basis for such decisions by federal, state, or local statutes.

23. GENERAL PROVISIONS

- A. This Agreement and its Addenda shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be construed as a consent to any assignment by either Party except as provided in Section 20 of this Agreement.
- B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.
- C. This Agreement and its Addenda may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.
- D. The provisions of this Agreement and Addenda shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.
- E. An electronic signature copy of this Agreement and its Exhibits, Addenda, notices, and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.
- F. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation, or settlement under or relating to this Agreement are not subject to the consent of any third party.

SIGNATURE PAGE FOLLOWS

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS AND ADDENDA, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF OCOCEE, FL

SOUNDTHINKING, INC.

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A – SOUNDTHINKING PROPOSAL

SoundThinking Proposal No.: OCOPD101123RR

(Attached on Following Pages)



**Price Proposal for Subscription-Based
Resource Management System
for Ocoee Police Department, Florida
October 11, 2023
Proposal ID: OCOPD101123RR**

**Submitted by: Rich Reyes – Trish Layne – Director, Midwest Region
415.254.8292 mobile
650.887.2106 fax
tlayne@soundthinking.com**

**SoundThinking, Inc.
39300 Civic Center Drive, Suite 300
Fremont, California 94538
888.274.6877
www.soundthinking.com**

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Executive Summary

Introduction

SoundThinking is pleased to present this proposal for our ResourceRouter™ solution to the City of Ocoee and the Ocoee Police Department. The proposed ResourceRouter solution is an intelligence-driven crime risk and resource management system designed for more precise and effective policing. ResourceRouter uses data-driven analysis to help strategically plan directed patrols and activities to support the agency's crime deterrence strategies. The system incorporates data such as crime events, temporal cycles, and geographic variables to produce high probability crime risk assessments. These assessments are then turned into patrol plans ("directed patrols" or "patrols") that are available to watch commanders, crime analysts, and officers in the field.

SoundThinking is pleased to offer the City of Ocoee special ResourceRouter pricing exclusively created for Geolitica customers. Please refer to the Pricing section of this proposal for details.

The core capabilities of the ResourceRouter solution are:

DETECT Your Risks: Drive more effective and efficient policing deployments with data-driven patrol plans by area and time of day that use unique, transparent data sources that mitigate bias.

PROTECT Your Community: Deter crime and strengthen community trust by deploying the right resources to the right place at the right time with the right type of activities, tailored to the individual agency to support your crime prevention strategies.

CONNECT Your Activities: Measure how officer activities in the field impact crime and your community for continuous assessment.

ResourceRouter addresses the needs of patrol officers, task force officers, command staff, and crime analysts in the following ways:

- **Patrol and Special Assignment Officers** – Automates the process of creating crime risk and directed patrol plans, by area and time of day, along with recommended specific activities, which maximizes the opportunity to engage with the community and help deter crime.
- **Command Staff** – Tracks directed patrols completed, including activities selected and observations logged by the officer during each patrol session. This provides data and insights for command staff to optimize patrol and resource deployments.
- **Crime Analysts** – Automates labor-intensive aspects of crime analysis and employs multiple crime analysis theories in risk assessments. This enables analysts to focus on value-add activities such as leveraging late-breaking data to add or suppress directed patrols and develop effective strategies to deter crime.

Unique features of ResourceRouter include:

- Incorporation of non-crime data avoids recency bias and makes patrol and resource planning more accurate than standard hotspot mapping.

- Flexibility to configure the system to meet the agency-specific needs, such as choosing which crime types to focus on, weighting those crime types relative to each other, determining activities and logging observations.
- Ease of use for all end users.
- Proactive suggestion of patrol activities based on crime type and agency best practices. Activities can be experimental and measured to determine effectiveness.
- Transparency about how ResourceRouter works and what data is used to foster community trust.
- Integration with ShotSpotter service: ResourceRouter uses historical and continuously updated ShotSpotter gunfire data to create enhanced gunfire risk assessments. Two years of historical ShotSpotter data is required for ResourceRouter integration.
- ResourceRouter is available on multiple devices such as desktop computers, laptops, MDTs, and iOS and Android smartphones.

Subscription Overview

ResourceRouter provides patrol plans for major crime types within the Ocoee Police Department's jurisdiction, as defined in the Pricing section of this proposal, based on agency crime data and covariate data sources.

The ResourceRouter annual subscription fee includes the following:

- Unlimited access to ResourceRouter via mobile, MDT, and desktop devices
 - As part of the initial onboarding process, SoundThinking provides consultation with the agency to determine which historical incident/event data in the agency's RMS, including:
 - Consultation with the agency and their RMS provider to gain access to the relevant historical data
 - Crime risk assessments for crimes within the Department's jurisdiction, based upon the agency's historical data
 - Consultation with the agency to determine which crime types to include in risk assessments
- SoundThinking service to implement a data feed to provide the agency's historical data to ResourceRouter
- SoundThinking hosts, secures, monitors, and maintains ResourceRouter application software and data
 - Standard SoundThinking ResourceRouter Customer Support via email, chat, and phone 24 hours a day, seven days a week

Early Adopter Program (EAP)

SoundThinking is pleased to offer this proposal to the Ocoee Police Department as part of our ResourceRouter Early Adopter Program. The benefits of the EAP include opportunities to:

- Deploy ResourceRouter in a mutually agreed coverage area
- Shape ResourceRouter product direction and roadmap
- Opportunity to suggest ResourceRouter product improvements to better meet your agency's needs
- Preview and provide feedback on new ResourceRouter features and functionality
- Significant ResourceRouter license discounts

The requirements to become a ResourceRouter EAP customer include:

- Sign up for the program by December 31, 2034
- Participate in ResourceRouter product forums
- Be willing to talk to other agencies about your experiences
- Act as a “showcase site” for prospective ResourceRouter customers
- Execute a SoundThinking Master Service Agreement

Company History

SoundThinking is a public safety technology company that combines transformative solutions and strategic advisory services for sound decisions, to make neighborhoods safer and improve community confidence. SoundThinking was founded in 1995 (as ShotSpotter, Inc.) and has been providing gunshot detection solutions since its inception. SoundThinking is the world leader in gunshot detection, with over 1,000 square miles operational; more than 14 million incidents reviewed; and 40 issued patents. SoundThinking is a publicly traded corporation (NASDAQ: SSTI) with approximately 200 full-time employees and is headquartered in Fremont, California.

The following table provides an overview of SoundThinking's history and growth.

1995	SoundThinking (formerly ShotSpotter) founded by Dr. Robert Showen. With over 30 years of acoustic and geophysics experience, it was Dr. Showen's vision to help curb gunfire that led him to design the ShotSpotter gunshot detection system.
1996	The US Patent Office granted SoundThinking its first patent
2010	Ralph Clark joined SoundThinking as President and CEO
2011	SoundThinking opened the Incident Review Center (IRC) allowing SoundThinking to publish or dismiss detected gunshots with a higher level of accuracy
2014	Cape Town, South Africa became SoundThinking's first international SaaS customer
2016	SoundThinking formed our Customer Success Team to assist all customers in maximizing the value of the ShotSpotter service
2017	- SoundThinking achieved a World Class Net Promotor Score (NPS) of 55% - SoundThinking became a publicly traded company (NASDAQ: SSTI)
2018	- SoundThinking acquired HunchLab technology and introduced a proactive patrol management solution (formerly Connect, now ResourceRouter™) - SoundThinking won the Noble Technology Award from National Organization of Black Law Enforcement Executives - SoundThinking won AST Homeland Security Award for Best Gunshot Detection System - The City of Chicago expanded ShotSpotter coverage to over 100 miles and reported a 26% decrease in shootings from the previous year - Kruger National Park in South Africa went live with ShotSpotter in the park's iconic Intensified Protection Zone (IPZ)
2019	- SoundThinking received approval from the Oakland City Council and unanimous approval for use of its gunshot detection technology from the Oakland Privacy Advisory Commission (PAC) - SoundThinking welcomed its 100th customer - SoundThinking deployed its first sensors in Malaysia in an effort to reduce blast fishing, save the coral reef, and ensure local food security
2020	- SoundThinking acquired LEEDS, LLC and assumed responsibility for case management within the New York Police Department. With this strategic acquisition, SoundThinking added case management technology to its SafetySmart platform. - Rangers from Kruger National Park reported nearly 60% reduction in the number of rhinos killed within the ShotSpotter coverage area
2021	- SoundThinking won the AST Homeland Security Award for Best Gunshot Detection System for fourth consecutive year - The US Patent Office granted SoundThinking its 40th patent - SoundThinking published its one millionth gunshot alert - SoundThinking introduced two new applications: CaseBuilder™ and CaseBuilder Crime Gun™ focused on gun crime management

2022	• SoundThinking acquired Forensic Logic, LLC and their COPLINK X solution (now CrimeTracer™), an investigative search engine and analytics tool • SoundThinking introduced our Data for Good program, designed to use ShotSpotter data to identify communities experiencing high levels of gunfire violence and assist community providers to deliver timely support and intervention • SoundThinking certified a “Great Place to Work”
2023	• SoundThinking introduced our SafetySmart Platform, a suite of products that provide law enforcement agencies with better information, to enable better decisions, and drive better outcomes • SoundThinking acquired SafePointe, an intelligent weapons detection provider. SafePointe extends the power of our SafetySmart Platform with a proven artificial intelligence-based, low profile, contactless weapons detection solution

SoundThinking's SafetySmart Platform

The SafetySmart Platform brings together specialized software and objective data to help law enforcement and civic leadership better protect their communities by ensuring the right resources are provided when and where they are needed most. As a trusted partner to many law enforcement agencies, SoundThinking has been both a firsthand witness and participant in the evolution of policing as it faces increasing challenges, such as staffing shortages, aging technologies, and exponential growth in data (as well as the need to access, analyze, and share data). In response to these challenges, SoundThinking has developed our SafetySmart Platform that provides a range of tools beyond gunshot detection to help law enforcement agencies operate and collaborate more efficiently.



The SafetySmart Platform brings the power of digital transformation to law enforcement. Together or separately, these data-driven solutions act as a force multiplier and help drive deeper community engagement by delivering better information, enabling better decisions, and driving better outcomes, for more efficient, effective, and equitable policing.

ResourceRouter Solution Overview

ResourceRouter helps agencies dynamically optimize department and patrol resources, activities, and analytics to better align with the priorities of the department, city, and local community.

Crime Risk and Resource Planning

ResourceRouter automatically learns what is important for each crime type and provides recommendations on where and when to focus the resources an agency has available. This enables a more precise deployment of resources for maximum effectiveness.

Directed Patrols are automatically generated at the start of each shift. Top crime risks for particular areas are plotted as colored boxes on a city map for the upcoming shift. Each patrol area measures 250m by 250m and is color-coded according to highest probability crime type. Analysts can add custom patrols or suppress recommended patrols as needed based on incoming intelligence and agency objectives.

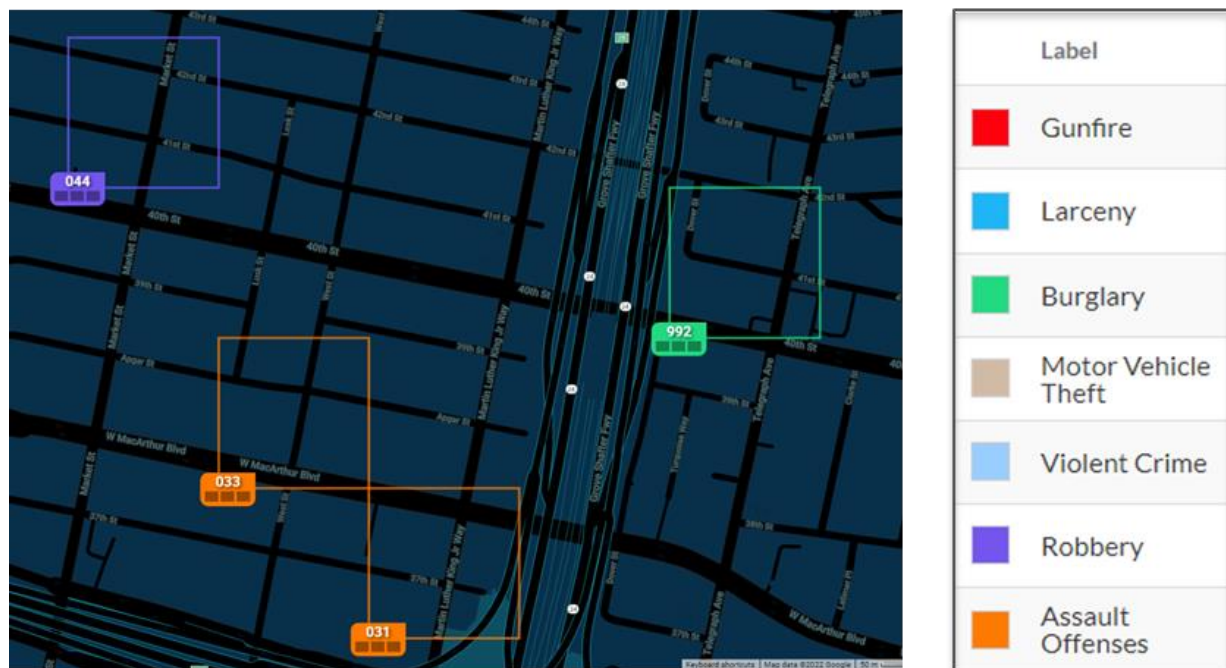


Figure 1. Color-Coded Directed Patrols

Crime Models

ResourceRouter allows the agency to define crime models based on the top priorities in their jurisdiction. Each crime model has a crime type, such as gunfire, homicide, aggravated assault, burglary, or motor vehicle theft. With the exclusive integration between ShotSpotter and ResourceRouter, gunfire risk assessment is based on validated historical gunfire data from the Ocoee Police Department's coverage area, enabling far more accurate modeling than other less precise data sources. Each crime type can be assigned a weight based on severity and patrol efficacy which allows the agency to prioritize crime types based upon the impact each has on the community:

	Label	Short Label	Severity Weight	Patrol Efficacy	Patrol Weight	Relative Weight	
	Gunfire	Gunfire	100,000	10%	10,000.0	7.7	
	Larceny	Larceny	3,532	40%	1,412.8	1.1	
	Burglary	Burglary	6,462	20%	1,292.4	1.0	
	Motor Vehicle Theft	MVT	10,722	20%	2,144.4	1.7	
	Violent Crime	Violent Crime	200,000	5%	10,000.0	7.7	
	Robbery	Robbery	42,130	30%	12,639.0	9.8	
	Assault Offenses	Assault Offenses	107,200	3%	3,216.0	2.5	

Figure 2. ResourceRouter Crime Models

ResourceRouter can use police crime data and other non-crime data sets to generate crime risk assessments. The only required data set is the historical crime data, however, additional datasets can be incorporated to enhance the assessments. Some of the datasets that can augment the historical crime and calls for service data are:

- ShotSpotter gunfire data (a unique feature for ShotSpotter customers that enhances gun violence patrol plans and deterrence capabilities)
- Seasonality (time of month, day of week, time of day, etc.)
- Upcoming and recurring temporal events (holidays, sporting events, etc.)

Please note, ResourceRouter does not access or use any personally identifiable information contained within the Department's Record Management System (RMS). It is focused on assessing the risk probability of where and when a crime might occur, not who will commit the crime. It uses the data sources listed above to create the crime risk plans so that the Department can focus their best resources, at the most precise locations, at the most accurate times.

Patrol Visits

ResourceRouter will be configured to generate directed patrol recommendations based upon available resources within the jurisdiction. During initial set-up, the agency configures an agreed upon number of directed patrols per area that is determined by available resources, number of desired patrol area visits, and percentage of patrol time available to execute patrols. After analyzing crime across the jurisdiction, ResourceRouter calculates the overall crime risk for each area against the predetermined resource availability, sorts these areas from highest to lowest relative risk, and selects the patrol areas to be patrolled by those available resources. This process maximizes the impact of patrols by recommending the right number of patrol areas given available patrol resources and estimated availability for patrol area visits. These features provide agencies the ability to maximize operational efficiency and provide data-driven resource allocation facilities.

Adaptive Activities

Adaptive activities provide officers with a selection of preferred crime deterrence activities which are agency-configurable for each crime type. This allows command staff and analysts to design targeted responses to specific crime types in addition to adding, testing, and verifying the efficacy of selected activities based on best practices and feedback from officers and the community.

Command Staff/Analyst User Experience

Command staff and analysts use the SoundThinking InSight tool to view directed patrol data. Once the user logs in, a map of their area and the directed patrols for that area appear:

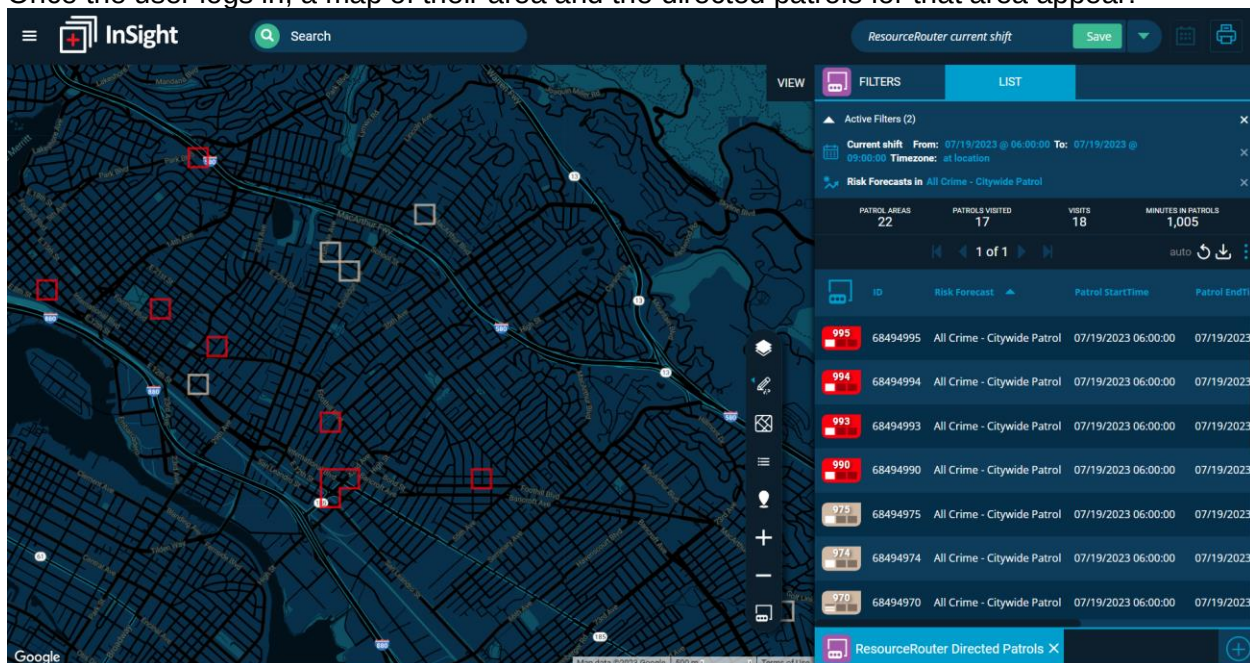


Figure 3. ResourceRouter Directed Patrols

Command Staff/Analysts can view directed patrols for a single shift or over a period of time and can filter patrols based on patrol type, area, and date/time; include or exclude suppressed patrols from view; and choose between multiple map views (streets or imagery); and upload custom agency-specific overlays. There are also facilities to create ad hoc patrols for the current shift or over a period of time to direct officers to special assignments such as community events, school safety patrols, festivals, business checks, or incident follow up.

Command Staff/Analysts can use heatmaps and other data visualization tools to quickly aggregate patrol dosage information to see where patrols have occurred over a previous period of time as well as save, print, download, or schedule reports based on displayed data.

Patrol Officer User Experience

Officers access ResourceRouter on MDTs or smartphones through the ResourceRouter app which is available for iOS, Android, and Windows. When GPS is available, the application will generate a visual and audible alert shortly after an officer enters a directed patrol area to prompt whether the officer wants to start that patrol. ResourceRouter provides the officer with a quick briefing of high probability crime risks, risk terrain factors, and recent crime events for the patrol area. If GPS is not available, the officer can choose to manually start a directed patrol when entering a patrol area.

ResourceRouter provides the agency-defined activities to use during the patrol based on the highest probability crime risk. Once the officer chooses an activity and begins the patrol, the application displays a 15-minute countdown timer to help the officer spend the recommended time in the patrol area. During the patrol visit, the officer can record a number of agency-defined observations to provide feedback to command staff. If the officer leaves the patrol area, the timer pauses. If the officer reenters the patrol area within a pre-determined time period, the timer resumes. If the officer does not reenter the patrol area, the timer stops and ends the patrol visit. The officer can also end a patrol visit at any time.

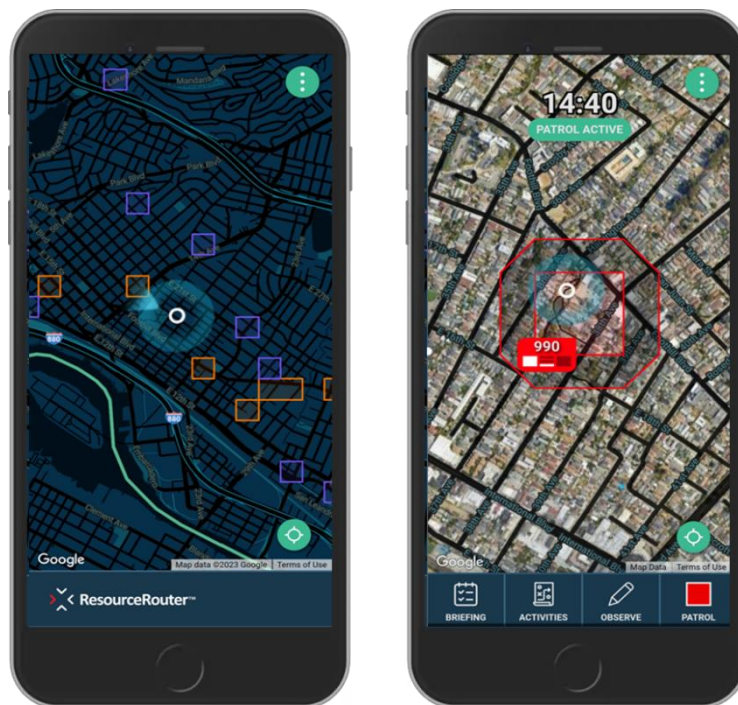


Figure 4. ResourceRouter

Patrol Activity Insights

ResourceRouter provides useful insights to analysts, command staff, and supervisors who need to track and measure how effective individual officers and teams have been in meeting planned objectives for proactively visiting directed patrol areas.

Reporting

The robust suite of reports provides a quick overview of patrol activity over a specified period of time such as shift, week, month, quarter, or year. The reports provide important patrol feedback such as:

- Directed patrol summaries and patrol data needed to review and analyze officer activity for an individual shift including name, start time, chosen activity, and time spent
- Insight into which crime types have received the most focus and to determine if the time spent is consistent with agency priorities
- Quick comparison of officer activity, crime types receiving the most focus, and chosen activities being deployed to help deter crime
- Recorded patrol activities or observations, such as community interactions, business visits, non-working streetlights, abandoned cars, gang graffiti, follow-up request, etc.

This improved visibility helps agency leadership make more informed resource deployment decisions, optimize patrol strategies, and improve officer accountability to more effectively drive crime deterrence. Reports can be viewed in Insight, downloaded in PDF format, or scheduled to be emailed to desired recipients.

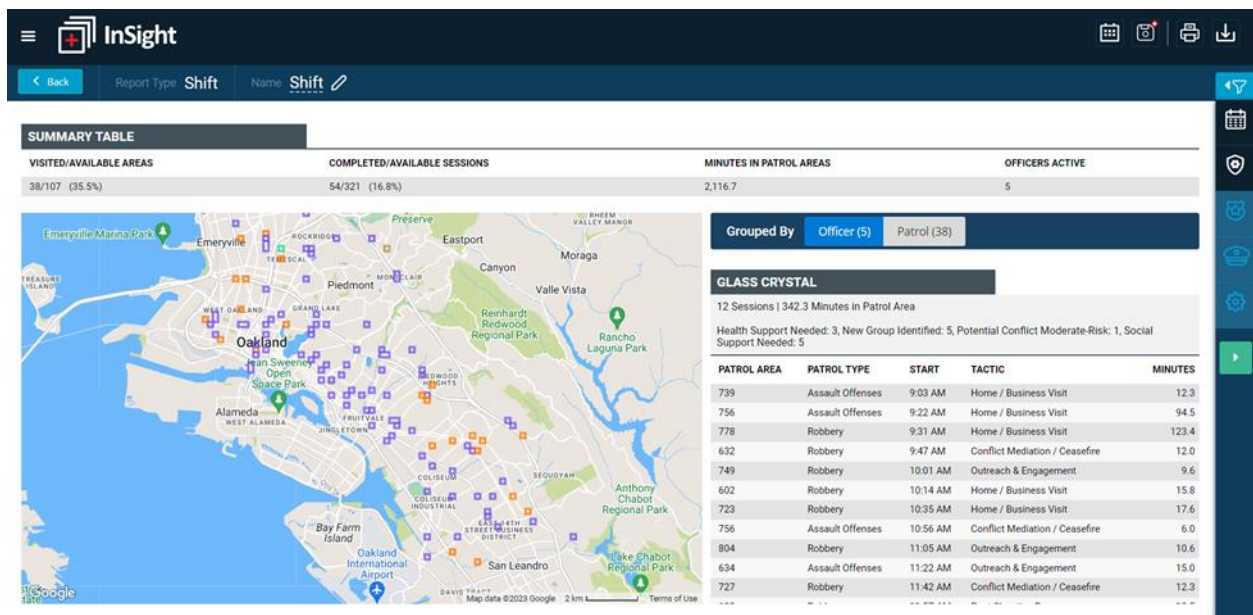


Figure 5. Sample Shift Report

ResourceRouter Onboarding Services

SoundThinking will provide a series of onboarding services to prepare the Department to maximize the value of the ResourceRouter crime risk and resource management system. These standard onboarding steps will be refined to best serve the Department and the ResourceRouter users in the City of Ocoee. ResourceRouter onboarding services are designed to:

- Ensure successful ResourceRouter deployment (go-live)
- Ensure full use of the ResourceRouter features and functions
- Ensure the Ocoee Police Department's Best Practices are refined, as needed, to respond most effectively to the crime risk and resource management data being delivered for the coverage area
- Maximize the value of the ResourceRouter service to the police department and the citizens of the City of Ocoee

Getting Started

Prior to contract execution, a Customer Success Director will begin working with the Department project team to plan the ResourceRouter onboarding process. The process is initiated with an onsite Customer Kick-Off Meeting to bring all stakeholders together to review the goals and objectives of the program, lay out the key steps in the implementation process, agree on a targeted activation date (go-live) for the coverage area, and establish a communications protocol for ongoing communication and collaboration throughout the onboarding process. SoundThinking will schedule Biweekly Status Calls with the Department's Program Manager and other project leaders to maintain regular communication regarding the status of all project tasks throughout the implementation process. The Customer Success Director will remain engaged with the Department for the duration of our relationship.

Best Practices

Early in the Customer Onboarding Process, the Customer Success team, led by the assigned Customer Success Director, will work with the Department's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These Best Practices sessions are designed to assist the Department in establishing response protocols and procedures for managing the crime risk and resource management system that will become available to the agency upon activation of the ResourceRouter service. These sessions are built upon the Customer Success Team's knowledge of those best practices that have proven to be most effective in ResourceRouter customer sites across the country. SoundThinking will customize and conduct these critical Best Practices sessions for each of the following groups of users involved in the use of the program in the targeted coverage area:

- Program Management
- Field Operations/Patrol
- Intelligence and Crime Analysis

User Training

SoundThinking will assign a Customer Success Director to the Department to ensure that wide-ranging, but consistent, quality best practices training is delivered based on the Department's needs to maximize the value of our service. The assigned Trainer will conduct a Training Orientation with the Department's Program Manager to ensure all users are properly trained on the relevant applications. The Trainer will work with the agency to tailor an onsite training program that addresses the unique needs and/or scheduling constraints of the Department users. In preparation for the planned cutovers, the Trainer will train each group of users on the use of the ResourceRouter application. The training will be provided through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

Agency Metrics/KPIs (Key Performance Indicators)

The Customer Success team members, led by the assigned Customer Success Director, will work with the agency Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ResourceRouter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make fully informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

Prior to cutover, the SoundThinking team will facilitate an introduction to our Support organization to review the support process and introduce the designated Technical Support Engineer to the Department. On the day of ResourceRouter service activation to a live production status, the Customer Success Director will be onsite to ensure that the transition is smooth, that the established best practices surrounding the use of SoundThinking's tools and services are being implemented as planned, and that user questions are answered quickly. Following system activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the Department to review the performance of the service. The Customer Success Director will continue to work with the Department to review the results being achieved by each group of users involved.

Pricing

The below Early Adopter Pricing (EAP) assumes that ResourceRouter will provide patrol plans of major crime types within the Ocoee Police Department's jurisdiction, based on historical crime data.

SoundThinking is pleased to offer Geolitica customers the following Special ResourceRouter Migration Pricing:

- SoundThinking will waive the ResourceRouter One-Time Onboarding and Service Initiation Fees.
- Annual Subscription Fee:
 - Year 1: SoundThinking will offer ResourceRouter at the same annual subscription rate currently being charged by Geolitica and will include an opt-out clause to discontinue ResourceRouter services after the first year of service, allowing the City to terminate the Agreement with no penalty or additional fees.
 - Year 2: SoundThinking will offer ResourceRouter at an annual subscription rate that is set at 50% of the difference between the current Geolitica rate and SoundThinking's current Early Adopter rate for ResourceRouter.
 - Year 3: SoundThinking will offer ResourceRouter at its current Early Adopter subscription rate.

This pricing is contingent upon the City signing a three-year Agreement prior to December 31, 2023.

ResourceRouter Three-Year Term

	Year 1	Year 2	Year 3	Total	Total Savings
ResourceRouter One-Time Fees (Service Initiation, and Onboarding)	\$15,000	N/A	N/A	\$15,000	
One-Time Fee Waiver for Geolitica Customers	(\$15,000)	N/A	N/A	(\$15,500)	(\$15,000)
ResourceRouter Annual Subscription Fees (EAP Pricing)	\$29,500	\$29,500	\$29,500	\$88,500	
Annual Subscription Fee Waiver for Geolitica Customers	\$16,700	(\$8,350)	N/A	\$8,350	(\$8,350)
Discounted ResourceRouter Annual Subscription Fees	\$12,800	\$21,150	\$29,500	\$63,450	
Annual Totals	\$12,800	\$21,150	\$29,500	\$63,450	(\$23,350)

Payment Terms

Payment for the service initiation, onboarding, and subscription shall be as follows:

Three-Year Payment Terms

- 50% of Year 1 fee due upon execution of agreement \$6,400
- 50% of Year 1 fee due upon ResourceRouter service activation (live) status \$6,400
- 100% of Year 2 fee due prior to first anniversary of ResourceRouter live status \$21,150
- 100% of Year 3 fee due prior to second anniversary of ResourceRouter live status \$29,500

Pricing Assumptions

This pricing is submitted based on the following assumptions:

- The services will be delivered under the terms of the SoundThinking Master Services Agreement.
- This pricing assumes that the Department agrees to deploy ResourceRouter as part of the Early Adopter Program (EAP) described on page 2 of this proposal.
- This pricing assumes that the ResourceRouter deployment will support an agency with up to 66 sworn officers. If desired, the Department may expand beyond this number of sworn officers for an additional fee.
- The Special ResourceRouter Migration pricing assumes access to the Department's current SmartCOP RMS data, as well as access to 365Labs RMS data immediately upon service activation of that system.
- The Special ResourceRouter Migration pricing is contingent upon SoundThinking receiving a three-year contract commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, Purchase Orders, or notifications.
- This pricing does not include any fees that may be assessed by any third-party vendors for access to the Department's historical crime data.
- The Ocoee Police Department must provision network access to meet SoundThinking minimum specifications and requirements for all computers (PCs and MDCs) that will access the ResourceRouter service.
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quote upon request.
- This pricing remains valid for ninety (90) days from the date of this proposal.

ADDENDUM ONE - RESOURCEROUTER™ SUPPLEMENTAL TERMS

This Addendum One (“Addendum One”) to the SoundThinking™, Inc. Master Services Agreement (the “Agreement”) by and between SoundThinking, Inc. (“SoundThinking”) and the City of Ocoee, FL (“Customer”) is effective as of the last date of signature below.

The following provisions are expressly added to and made a part of the Agreement for the purpose of further defining the ResourceRouter™ Subscription Services and terms of use. All terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Addendum One and the Agreement, this Addendum One shall control:

In consideration of the Parties’ mutual covenants and promises set forth in this Addendum One, the Parties Agree as follows:

Section 2 DEFINITIONS

ResourceRouter

ResourceRouter Customer Data means all Customer historical crime data, records management system (RMS), and non-crime data used by ResourceRouter to generate crime forecasts. Personally identifiable information shall not be used to create crime forecasts.

Section 3 SUBSCRIPTION SERVICES

ResourceRouter

- A. The Subscription Services shall consist of providing Customer with access to the ResourceRouter™ crime forecasting and patrol/task force management system as further defined in Exhibit A to the Agreement.
- B. During the term of this Agreement, SoundThinking will make commercially reasonable efforts to support Customer’s use of the ResourceRouter™ Service, including but not limited to providing Customer with user documentation, online help, online training presentations, and online training sessions (as available).

SoundThinking provides support for ResourceRouter during normal business hours (8:00 a.m. – 5:00 p.m. Pacific), email: support@soundthinking.com. SoundThinking will provide reasonable efforts to respond via email and chat to requests for support relating to utilization of the Subscription Services within one (1) business day of receipt of the request.

In addition, SoundThinking will use commercially reasonable efforts to respond to other support requests within two (2) business days of receipt. The SoundThinking support specialist shall be responsible for receiving Customer reports of errors in the Subscription Services, and, to the extent practical over email, chat, or telephone, making commercially reasonable efforts to assist the Customer in resolving the Customer’s reported problems and requests. In the event the problem cannot be resolved within two (2) business days, SoundThinking shall use commercially

reasonable efforts to restore functionality of the Subscription Services within three (3) business days of receipt of the report.

Fixes to certain SoundThinking selected non-critical Software problems will be made available as part of a scheduled feature and/or maintenance release deployed during normally scheduled maintenance windows. The frequency of Software releases is generally no less than once per year.

Section 4 Initial Term and Renewal

ResourceRouter

- A. As further defined in Exhibit A, former Geolitica customers moving to a ResourceRouter subscription have the option to discontinue the ResourceRouter Subscription Service at the end of year 1 (12 months from the date of service activation), with no penalty or additional fees. If Customer desires to terminate the Agreement, Customer agrees to notify SoundThinking in writing at least ten (10) days prior to the end of year 1.

Section 5 LICENSE AND OWNERSHIP

ResourceRouter

- A. ResourceRouter Customer Data is owned by the Customer. SoundThinking shall have the unrestricted right to use ResourceRouter Customer Data solely for the purpose of providing the Subscription Services to Customer.

Section 7 LIMITED WARRANTIES

ResourceRouter

- A. SoundThinking warrants that the ResourceRouter Software will function in substantial conformity with the SoundThinking documentation accompanying the Software and Subscription Services. The Software covered under this limited warranty consists exclusively of the ResourceRouter™ Software, installed and operational for use by the end-users of the Customer under the terms and conditions of the Agreement and this Addendum One.
- B. SoundThinking does not warrant or represent, expressly or implicitly, that the ResourceRouter Software or Subscription Services or its use will: result in the prediction or prevention of crime, apprehension or conviction of any perpetrator of any crime, or detection or neutralization of any criminal, combatant or threat; or the prevention of any loss, death, injury, or damage to property; or that the SoundThinking-supplied network will remain in operation at all times or under all conditions.

- C. SoundThinking expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Subscription Services provided by SoundThinking, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions, or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any Subscription Services provided by SoundThinking, including any death, injury, or loss or damage to any property.

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THE AGREEMENT AND THIS ADDENDUM ONE, SOUNDTHINKING MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 6 CONFIDENTIALITY AND PROPRIETARY RIGHTS

ResourceRouter

- A. Customer Confidential Information with respect to ResourceRouter includes ResourceRouter Customer Data. Personally identifiable information shall not be used to create forecasts in ResourceRouter.

Section 8 CUSTOMER OBLIGATIONS

ResourceRouter

- A. No later than sixty (60) days prior to the scheduled date for activation/live operational use of the Subscription Services, Customer shall provide SoundThinking with crime and other data and shapefiles as specified in the ResourceRouter™ Statement of Work (the "Statement of Work"), provided at Attachment A to this Addendum.

THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM ONE CONTEMPORANEOUSLY WITH THE AGREEMENT.

CITY OF OCOCEE, FL

SOUNDTHINKING, INC.

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

ATTACHMENT A

RESOURCEROUTER™ STATEMENT OF WORK

(Attached on Following Pages)



Statement of Work

Version 3.0

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Document Control

Date	Version	Details/Changes	Author
April 2021	1	Initial draft	Nasim Golzadeh
August 31, 2021	2.0	Updated Network configuration	Nikhil Mehta
September 21, 2021	2.0	Updated Appendix A Crime Event Dataset	Nikhil Mehta
April 10, 2023	3.0	Rebranding	Nikhil Mehta

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1 OVERVIEW

1.1 Statement of Work

This Statement of Work (SOW) defines the services and deliverables that SoundThinking, Inc. (“SoundThinking”) will be providing in accordance with the terms and conditions of the SoundThinking Master Services Agreement and its ResourceRouter™ Addendum (the “Agreement”) between SoundThinking and Customer.

1.2 General Customer Responsibilities

In addition to those Customer responsibilities stated elsewhere in this SOW, the Customer is responsible for:

- 1) Network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), or ongoing network/communications charges associated with installation, operation or support of the proposed system including the establishment and maintenance of security accounts.
- 2) The installation, configuration, maintenance (including patch management and upgrades of Microsoft software required by the System.
- 3) Any hardware and third party software or services necessary for implementing the System that is not listed in the Agreement as a SoundThinking Deliverable (not listed as a line item in the Price and Payment section of the Agreement). This includes workstations, server hardware, network equipment, telephone or TDD equipment, performance test software, Microsoft licenses, Disaster Recovery Software, and services required to extract legacy data and convert it into acceptable data formats.
- 4) Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the Project.
- 5) The provision of the necessary RMS and GIS data as requested by SoundThinking staff. This information must be provided on a timely basis in order to meet the project timelines. This information will be provided in a format requested by SoundThinking staff in accordance with SoundThinking Documentation.
- 6) Assistance with any non-SoundThinking systems and/or databases the ResourceRouter application or import process will interface with in order to obtain data or provide functionality. Common examples include provision of data dictionaries, ODBC connectivity, and information pertaining to the type, location, and structure of data in the source, RMS or data file(s).

1.3 Project Exclusions

- 1) Any modification to SoundThinking standard products or customizations to such products that are not explicitly stated in the Agreement are excluded from the scope of this Project.
- 2) SoundThinking is not responsible for data cleaning for RMS or other Customer supplied data.
- 3) SoundThinking is not responsible for the cost of data export from third party applications such as RMS or other systems and databases.
- 4) This project does not include creation or modification of GIS data by SoundThinking staff.

2 PROJECT ROLES AND RESPONSIBILITY

2.1 SoundThinking Roles and Responsibilities

SoundThinking will appoint a team of specialized personnel that will implement the Project under the direction of SoundThinking's Project Manager. The team will be multi-disciplinary, and the team members may specialize in different products or Subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe.

1. Project Manager & Implementation Specialist

SoundThinking has appointed a Project Manager as the principal contact who will be responsible for managing SoundThinking's responsibilities related to the implementation of the Project, as described in this SOW and within the scope of the Agreement. This person also specializes in GIS (Geographic Information Systems), ETL (Extract, Transform, Load) data processes, and public safety analysis. This individual is responsible for assisting with software installation and configuration, assessing GIS and other data, configuring the SQL, geocoding, and ETL middleware interfaces and configuring the end user application.

2. Trainer

Training for SoundThinking applications is provided by SoundThinking Training Specialists.

3. Customer Success Director

SoundThinking will appoint a Customer Success Director, who will be responsible for assisting the agency with onboarding, consulting regarding implementing best practices and working with agency's Crime Analysts to maximize the product features and benefits.

4. Technical Support Engineer

After Go Live (live operational use of the System), SoundThinking's Customer Services Group is responsible for providing on-going support for the Customer's System. These activities will be performed by and coordinated through the Technical Support Engineer. Our Technical Support team can be contacted at support@SoundThinking.com.

2.2 Customer Roles and Responsibilities

Implementation of the ResourceRouter Application in a manner that meets the Customer's operational needs requires collaboration with the Customer's team. In general, the Customer's Project team should include staff experienced in the operation and administration of the Customer's current public safety technology systems, as applicable to the scope of this project.

These recommendations do not speak to specific positions. Rather, this information defines specific responsibilities and estimated time commitments. The Customer may elect to create individual positions, combine responsibilities, and/or assign responsibilities within their current organizational structure. The Customer needs to periodically assess its staffing needs based on changes in the Customer's operational use of this technology.

1. Customer Project Manager

The Customer's Project Manager is the principal Customer contact who will manage or oversee a team of Customer Project personnel assigned to the project. The Customer's Project Manager manages and coordinates Customer's resources responsible for completing assigned Project tasks and activities. These activities include facilitating Project schedules and meetings, applicable configuration sheets, and management of the Customer's staff. Additionally, the Customer's Project Manager is responsible for coordinating the efforts, activities, and communications between SoundThinking and third party vendors that are not SoundThinking Subcontractors, as well as any deliverables from these vendors to the Project.

2. GIS Analyst

The GIS Analyst is responsible for the mapping components required for the ResourceRouter Application. Activities include providing the initial GIS shape files to SoundThinking and geo-verification of the RMS data [Appendix B – GIS Data Specifications]

3. Subject Matter Expert(s)

Input from subject matter experts is essential to successful implementation of the system. The subject matter expert(s) in each area are the individuals who are knowledgeable about the current operational and technical specifications of the system, as well as the policing practices, needs, and procedures. It is also necessary for an expert to be involved in discussions between SoundThinking and RMS vendors to ensure proper data mapping and data transfer.

4. ResourceRouter Administrator

ResourceRouter Administrator(s) will be responsible for the management of the application, including configuring users, allowing permissions, as well as coordinating ongoing internal user training. This person or persons will be engaged in the implementation of the system and will participate in making decisions relating to its configuration.

3 IMPLEMENTATION OF RESOURCEROUTER APPLICATION

3.1 Overview

The ResourceRouter Application will be implemented through a series of standard steps and process gates.

As the initial step in the implementation process, SoundThinking will host a demonstration of the ResourceRouter application and walk through the general functionality of the application and experience for each type of users. This step will help with establishing the way the application will be ultimately utilized by the Agency and will also help explain the data requirements. This initial walk through will also identify configuration decisions the Agency will need to make prior to Go Live, as well as serve as a brainstorming session for creating policies and procedures surrounding the use of ResourceRouter.

The next step in the implementation process is obtaining data from the Agency, validating the data, and uploading the data into the system.

Since the delivery data is the first step in the system setup and configuration activities, it is critical that the required data is delivered to SoundThinking in a timely, accurate and complete manner to ensure that the subsequent project tasks are not delayed. Example of the initial data that shall be delivered to SoundThinking by the Agency are a set of shapefiles and geocoded historical crime data. Once the historical crime data and shape files are delivered to SoundThinking, both items are validated for completeness and compliance with the required format. The crime data is then uploaded to the system and mapped to the jurisdictional boundaries. As the next step in the process, SoundThinking maps the historical crime data into corresponding crime classes based on UCR/NIBRS codes for the purpose of modeling.

If the Agency is a current SoundThinking Respond user (at least for one full year), the coverage area boundary and gunshot data is also uploaded to the system.

If the Customer has been a SoundThinking Respond customer where Gunshot data exists for at least two years, the Gunshot data detected by SoundThinking Respond within the coverage area can be modeled into gunfire patrols and the coverage boundaries and gunfire patrols will be modeled for presentation at Go Live.

At this point, the patrol area configurations are created for City, District and Beats and the historical data is used to train the crime models to determine dosage. Before the system is ready for user training, model performance validation is completed in order to ensure that each crime model passes the performance criteria.

At this stage of the Project, final configurations will be made alongside decision makers at the Agency, all users will be trained on the application, best practices and success measurements will be both determined and deployed, and the Go Live is commenced.

3.2 Prerequisite Data Collection and Preparation

The Customer's preparation and delivery of prerequisites to the SoundThinking Project team is a critical gate for starting the implementation work. Lack of appropriate or complete data, or certain capabilities in the system will result in less-than-optimal results, or limitations in gaining full benefit from the ResourceRouter Application.

3.2.1 Data Prerequisites to be Provided by the Customer

Crime Data - 5 years of crime data from RMS (details in

1. Appendix A – Crime event dataset). It is important that the historical crime data is geo coded correctly in State Plane or WGS84 projection.
2. **Shapefiles and Geo Variables** - City jurisdiction, Police beats and districts shapefiles (details in Appendix B – GIS Data Specifications). It is important that shapefiles do not have any topology errors, and in case of any errors, they are corrected before uploading to the system. The typical examples of topological errors include overlapping boundaries. Once ready, SoundThinking will upload the shapefiles to the system. These shapefiles are used to create the patrol areas.
3. **SoundThinking Data** - If the Customer is a SoundThinking Respond customer **and** SoundThinking has gunshot data for at least 2 years, then the Respond coverage boundary and gunshot data will be uploaded to the system and will be used in “Gunfire” crime model.
4. **Vehicle ID** – For location service, each cellular modem that is installed in the patrol car needs to be configured with a unique identifier that could be a vehicle ID, badge number, beat number, batch number, etc. something that the officers commonly use. A list needs to be provided to SoundThinking for configuring the location service in ResourceRouter.
5. Officers using ResourceRouter in the field will need to enter the above determined number upon entering the application. The system then matches the Agency chosen number with the username and provides the officer or user access to the appropriate user interface that is associated with their user permissions (determined by the Agency).
6. The vehicle ID list is required before the system Go Live and must be updated if the list changes. Each Customer administrator(s) will maintain an updated vehicle list and make changes as required to ensure user access and accuracy.
7. **User List** – List of users with appropriate role, as specified in (Appendix E – User list template). Once the initial list of users have been provisioned in the system, the ongoing user administration will be managed through “Admin Portal” by the Customer administrative staff, which is a SoundThinking User Management tool. Four user types will be provided to utilize and administer the application:
 - **Patrol:** Has access to all functionality for “In the field” mode and is mainly for the patrol or line-level officer who is assigned to visit directed patrol areas. Does not have access to “In the office” mode.
 - **Supervisor:** Has access to all “In the field” mode functionality and some “In the office” mode functionality to include directed patrol box suppression, ad-hoc patrol creation, and report generation.
 - **Analyst:** Has access to same “In The Office” mode functionality as the Supervisor role plus some administrative functionality such as configurations for patrols, crime models, tactics and ad-hoc patrol types. Does not have access to “In the field” mode.
 - **Administrator:** Has access to all Analyst functionality plus vehicle management. This role also has access to ResourceRouter user management functionality in the SoundThinking Admin application. Does not have access to “In the field” mode.

3.2.2 GPS Prerequisites to be Provided by the Customer (if Agency using GPS rather than officer “self-reporting method”)

Note: ResourceRouter can be successfully deployed using the officer “self-reporting” method, by which they manually enter when they enter and leave a directed patrol area, or that process can be automated via the use of a viable GPS solution that is compatible with ResourceRouter.

Implementation of ResourceRouter Application

ResourceRouter is a precision-policing tool that uses artificial intelligence to direct officers to the locations with the highest risk of crime for a particular day and time to prevent crime before it occurs.

In order for the system to calculate the patrol time spent in each area and give better visibility into patrol activities to the command staff and the officers, the users can manually place themselves in and outside of the patrol areas. As an alternative the Agency may automate this process through the use of GPS to record the time spent in each patrol area.

To use ResourceRouter from the MDT browser SoundThinking requires the GPS packets to be sent from the cellular modem connected in the patrol car every 5 seconds. Using the GPS packets along with the vehicle ID while ResourceRouter was used “In the field” mode makes the accurate calculation of the patrol time in each of the patrol areas possible.

Modem should have the capability to send Trimble ASCII Interface Protocol (TAIP) packets to the remote server.

ResourceRouter supports the following two deployment options:

- a) **Mobile Phone or Tablet – Any modern iOS or Android mobile phone that has GPS built-in.**
- b) **MDT – Each patrol car must be equipped with the following:**
 - **An MDT with Windows 10 OS**
 - **An MDT running modern browsers (such as Chrome and Firefox) current or previous version.**
 - **An MDT with a build-in GPS**
- c) **A cellular modem that is capable of sending GPS packets every 5 seconds to multiple endpoints which must include the ResourceRouter endpoint. It must also support sending GPS information using the Trimble ASCII Interface Protocol (TAIP).**

Trimble ASCII Interface Protocol (TAIP) packets configuration to the remote server.

- **TAIP – For Remote,**
 - **Responses: PV**
 - **Report Interval: 5**
- **Additional Options**
 - **Enable: checked**
 - **Top of Hour: 0**
 - **Checksum: checked**
 - **Vehicle ID:**
 - **gps-gateway.SoundThinking.com: port number (provided by SoundThinking)**

3.2.3 Network Configuration Changes

The URL that needs to be whitelisted or added to the trust zone on firewall by the Customer’s IT administrator:

Implementation of ResourceRouter Application

- <https://hooks.prismatic.io/trigger/> - For upload the data file to the remote server.

3.3 Daily Crime Event Data Upload

For ResourceRouter configurations and models to run accurately, the crime event dataset needs to be extracted from the Record Management System (RMS) and uploaded to ResourceRouter at least once per day. Since RMS data is subject to change (offense code, location type, etc.), and these changes may alter the initial ingestion of historical crime data, it is necessary that the Agency provides updated records to SoundThinking. SoundThinking asks that a 30 day trailing record of any changes be provided to SoundThinking on a daily basis in a CSV file that is automated with the scripting process. SoundThinking will provide the scripts to upload the CSV file to the SoundThinking server. If the Customer is using a Windows system, the task scheduler needs to first extract the data (execute SQL script and then run the script to upload the data to the SoundThinking server).

Steps required for the event data file upload are as follows:

1. Identity a server which has access to RMS database to extract crime data.
2. Check if the server has curl installed, if not install curl from <https://curl.haxx.se/windows/>
3. Follow the instructions to setup system variable environment <https://develop.zendesk.com/hc/en-us/articles/360001068567-Installing-and-using-cURL>
4. After setting up system variable environment, open command prompt and run curl –help, to check if it returns the curl command option. If it returns an error, then check system environment settings.
5. Ensure server has Internet access (add URL given below to trust-zone in firewall).
6. Create a folder SoundThinking.
7. SoundThinking will provide the scripts for data upload.
8. Extract the crime data from the RMS into a CSV file named “DailyData_Upload.csv” and place it in the SoundThinking folder.

Column headers and data format of the CSV file will be the same as explained in

9. Appendix A – Crime event dataset. Use the five-year crime event dataset CSV file format.
10. For Windows systems, setup to run the batch file to upload the data.
11. Setup a remote session with SoundThinking to test the upload process.

3.4 Application Configuration and Validation

The SoundThinking Implementation Specialist will configure and automate the ETL (Extract, Transform, and Load) processes, including configuring connection(s) to the RMS, and/or other data sources, SQL or text file imports, data processing, geocoding, and output and transfer of data.

The ResourceRouter application will be used to generate daily directed patrols, by beat and shift, for the Customer. The creation of these directed patrols will depend on SoundThinking implementation specialist to identify the necessary data, configure a data publishing tool and administrative application, and build the model to generate the directed patrol areas.

3.4.1 Application Configuration and Deployment

The SoundThinking Implementation Specialist will configure basic incident information for applicable crime types to ResourceRouter cloud environment, configure the initial crime types and models to be used, and configure the secure transfer and presentation of directed patrols in the ResourceRouter Application. Of note, the Customer will have the ability to change initial configurations post Go Live and agency personnel will be adequately trained to do so.

3.4.1.1 SoundThinking Responsibilities

- a) Consult with the Customer on data and configuration options.
- b) Provide script for transfer of data to SoundThinking.
- c) Set the initial crime models, crime types, and other parameters for directed patrol generation.
- d) Provide a system overview of the production system prior to Go Live.

3.4.1.2 Customer Responsibilities

Provide input relating to the data ingested, crime types modeled, patrol configurations created, geography selections, available tactics, and activities to be logged.

3.4.2 Installation

SoundThinking Implementation Team will provide the information for downloading the ResourceRouter Application and the Customer will be responsible for installing the application on all applicable devices.

If any installation activities are required for GPS devices and modems, those are within the responsibility of the Customer.

3.4.3 Model Validation

Once the system is configured, crime models are trained with historical data and each crime model undergoes a performance evaluation to ensure that all crime models are ready for production use.

3.4.4 Application Training

SoundThinking will work with the Customer to design training for agency personnel. This can be a combination of on-site, remote, or materials-based training and all decisions will be made in close collaboration with the Agency. The end user training is often performed post Go Live and on the Production system.

3.4.5 Go Live

Once the configuration, validation and Administration training activities are complete, SoundThinking and the Agency agree on a Go Live date when the System will be put into live production use. A service acceptance form will be presented to the Agency to document acceptance of the system for live operational use.

4 APPENDIX A – CRIME EVENT DATASET

For the initial setup and ResourceRouter configuration, five years of crime data is required with crime class standard codes using **NIBRS** (Nation Incident Based Reporting System). The data is extracted in a CSV file and will include the column fields listed below:

- **Id:** unique identifier for event within data source (example: 1)
- **address:** street address (example: 340 N 12th Street) Street number and name only
- **pointx:** Longitude
- **pointy:** Latitude
- **class:** Crime Class Code (**NIBRS/UCR Code**)
- **datetimefrom:**(ISO8601 datetime) - start time (example: 2012-01-01T13:00:23+00:00)
- **datetimeto:** (ISO8601 datetime) - end time (example: 2012-01-01 T13:00:23+00:00)
- **report_time:** (ISO8601 datetime) – crime occurred time (example: 2012-01-01 T13:00:23+00:00)
- **last_updated:** (ISO8601 datetime) – record last update (example: 2012-01-01 T13:00:23+00:00)
- **datasource:** describes the data source. This can be anything. Ex: RMS

Note: Date time format has to be in 24 hour format

The date time format 2012-01-01T13:00:00+00:00) or (2012-01-01 T13:00:23Z) where:

YYYY - Year

MM - Month

DD - Date

T - is just the separator that the ISO8601 combined date-time format requires.

HH - Hour

MM - Minutes

SS - Seconds

00:00 - ISO8601 format offset applied

Z - UTC format offset applied (2012-01-01 T13:00:23Z)

For example: Pacific Daylight Time, local date/time 2021-09-21 11:58:45

UTC time format, **2021-09-21T18:58:45Z**

ISO8601 format, **2021-09-21T18:58:45+00:00**

UTC -7 time format, local time **2021-09-21T11:58:45-07:00**

The data shall be provided to SoundThinking in the following format:

id	address	pointx	pointy	class	datetimefrom	datetimeto	report_time	last_updated	datasource
2000000	4521 OLEANDER DR	- 77.8873	34.211	120	2019-11- 13T00:43:00+04:00	2019-11- 13T00:45:00+04:00	2019-11- 13T00:46:17+04:00	2019-11- 14T14:09:34+04:00	RMS

5 APPENDIX B – GIS DATA SPECIFICATIONS

All shapefiles are required to be in World Geodetic System (WGS84) projection. If the shapefile is multi-polygon, it needs to be merged as a single polygon. For example, if a district shapefile has more than one polygon and some have the same district, such as District 20, then all District 20 polygons should be merged as a single polygon.

- City Limit / Jurisdictions (single polygon)- Required
- Police Department Districts - Required
- Police Department Beats – Required
- Polygon data:
 - Gang Conflicts
 - Gang Factions
- Point data:
 - Liquor Stores
 - CTA rail stations
 - Hotels
 - Pawn shops
 - Metro stations
 - Tobacco stores
 - Massage business
 - Problem Buildings
 - Liquor establishment
 - Social clubs
 - Vacant
 - Service stations
 - Gas stations

All other geo variables are downloaded from Homeland Infrastructure Foundation-Level Data (HIFLD) and Open Street Map

6 APPENDIX E – USER LIST TEMPLATE

username	email	first_name	last_name	role	active
john.doe@POLICEDEPT.com	john.doe@POLICEDEPT.com	John	Doe	admins	TRUE
					TRUE
					TRUE
					TRUE
					TRUE
					TRUE
					TRUE
					TRUE
					TRUE
					TRUE
					TRUE
					TRUE
					TRUE
					TRUE
					TRUE
					TRUE
					TRUE
					TRUE
					TRUE
					TRUE
					TRUE

7 APPENDIX F – UCR AND NIBRS CODES

Violent Crime Highlight in yellow		
Property Crime Highlight in blue		
UCR	NIBRS	
1 0000 - NO CODE	N/A	N/A
2 0110 - HOMICIDE-MURDER	09A	PERSON
3 0120 - MANSLAUGHTER	09A, 09B, 09C	PERSON
4 0199 - Police Officer Line of Duty Death	09A	PERSON
5 0210 - RAPE- SEXUAL ASSAULT	11A	PERSON
6 0211 - RAPE - SEXUAL ASSAULT (New Definition)	11B, 11C	PERSON
7 0220 - ATTEMPTED RAPE	11A, 11B, 11C	PERSON
8 0311 - ROBBERY, FIREARMS, STREET	120	PROPERTY
9 0312 - ROBBERY, FIREARM, BUSINESS	120	PROPERTY
10 0313 - ROBBERY, FIREARM, GAS STATION	120	PROPERTY
11 0314 - ROBBERY, FIREARM, CONV STORE	120	PROPERTY
12 0315 - ROBBERY, FIREARM, RESIDENTIAL	120	PROPERTY
13 0316 - ROBBERY, FIREARM, BANK	120	PROPERTY
14 0317 - ROBBERY, FIREARM, MISC.	120	PROPERTY
15 0321 - ROBBERY, KNIFE, STREET	120	PROPERTY
16 0322 - ROBBERY, KNIFE, BUSINESS	120	PROPERTY
17 0323 - ROBBERY, KNIFE, GAS STATION	120	PROPERTY
18 0324 - ROBBERY, KNIFE, CONV STORE	120	PROPERTY
19 0325 - ROBBERY, KNIFE, RESIDENTIAL	120	PROPERTY
20 0326 - ROBBERY, KNIFE, BANK	120	PROPERTY
21 0327 - ROBBERY, KNIFE, MISCELLANEOUS	120	PROPERTY
22 0331 - ROBBERY/OTHER WEAPON, STREET	120	PROPERTY
23 0332 - ROBBERY/OTHER WEAPON, BUSINESS	120	PROPERTY
24 0333 - ROBBERY/OTHER WEAP/GAS STATION	120	PROPERTY
25 0334 - ROBBERY/OTHER WEAP/CONV STORE	120	PROPERTY
26 0335 - ROBBERY, RESIDENCE:OTHER WEAPON	120	PROPERTY
27 0336 - ROBBERY/OTHER WEAPON, BANK	120	PROPERTY
28 0337 - ROBBERY/OTHER WEAPON, MISC.	120	PROPERTY
29 0341 - ROBBERY, STRONG ARM, STREET	120	PROPERTY
30 0342 - ROBBERY/STRONG ARM, BUSINESS	120	PROPERTY
31 0343 - ROBBERY/STRONG ARM, GAS STATION	120	PROPERTY
32 0344 - ROBBERY/STRONG ARM, CONV STORE	120	PROPERTY
33 0345 - ROBBERY, STRONG ARM, RESIDENCE	120	PROPERTY
34 0346 - ROBBERY, STRONG ARM, BANK	120	PROPERTY
35 0347 - ROBBERY, STRONG ARM, MISC.	120	PROPERTY
36 0410 - ASSAULT WITH A FIREARM	13A	PERSON
37 0418 - ASSAULT, POLICE FIRED WEAPON	13A	PERSON
38 0419 - ASSAULT, POLICE, FIREARM	13A	PERSON
39 0420 - ASSAULT W/KNIFE OR CUTTING INST	13A	PERSON

Appendix F – UCR and NIBRS Codes

	UCR	NIBRS	
40	0429 - ASSAULT, POLICE, KNIFE	13A	PERSON
41	0430 - ASSAULT WITH OTHER WEAPON	13A	PERSON
42	0439 - ASSAULT, POLICE, OTHER WEAPON	13A	PERSON
43	0440 - ASSAULT/AGG/HANDS, FISTS & FEET	13A	PERSON
44	0449 - ASSAULT, POLICE, AGG INJURY	13A	PERSON
45	0501 - BURGLARY, NON-RES, ATT FORC ENT, NIGHT	220	PROPERTY
46	0502 - BURGLARY, RESID. ATT FORC ENT, NIGHT	220	PROPERTY
47	0503 - BURGLARY/NON-RES. UNLAWF ENT, NIGHT	220	PROPERTY
48	0504 - BURGLARY, RESIDENT, UNLAW ENT, NIGHT	220	PROPERTY
49	0505 - BURGLARY, NON-RES FORCIBL ENT, NIGHT	220	PROPERTY
50	0506 - BURGLARY, RESID. FORCIBLE ENT, NIGHT	220	PROPERTY
51	0507 - BURGLARY, NON-RES, ATT FORC ENT, DAY	220	PROPERTY
52	0508 - BURGLARY, RESID. ATT FORC ENT, DAY	220	PROPERTY
53	0509 - BURGLARY/NON-RES. UNLAWF ENT, DAY	220	PROPERTY
54	0510 - BURGLARY, RESIDENT, UNLAW ENT, DAY	220	PROPERTY
55	0511 - BURGLARY, NON-RES FORCIBL ENT, DAY	220	PROPERTY
56	0512 - BURGLARY, RESID. FORCIBLE ENT, DAY	220	PROPERTY
57	0513 - BURGLARY, NON-RES, ATT FORC ENT, UNKNOWN	220	PROPERTY
58	0514 - BURGLARY, RESID. ATT FORC ENT, UNKNOWN	220	PROPERTY
59	0515 - BURGLARY/NON-RES. UNLAWF ENT, UNKNOWN	220	PROPERTY
60	0516 - BURGLARY, RESIDENT, UNLAW ENT, UNKNOWN	220	PROPERTY
61	0517 - BURGLARY, NON-RES FORCIBL ENT, UNKNOWN	220	PROPERTY
62	0518 - BURGLARY, RESID. FORCIBLE ENT, UNKNOWN	220	PROPERTY
63	0611 - LARCENY OVER 200 POCKET PICKING	23A	PROPERTY
64	0612 - LARCENY OVER 200 PURSE SNATCHING	23B	PROPERTY
65	0613 - LARCENY OVER 200 SHOPLIFTING	23C	PROPERTY
66	0614 - LARCENY OVER 200 FROM AUTOS	23F	PROPERTY
67	0615 - LARCENY OVER 200 AUTO PARTS AND ACCESSORIES	23G	PROPERTY
68	0616 - LARCENY OVER 200 BIKES	23H	PROPERTY
69	0617 - LARCENY OVER 200 FROM BUILDING	23D	PROPERTY
70	0618 - LARCENY OVER 200 FROM COIN MACHINE	23E	PROPERTY
71	0619 - LARCENY OVER 200 OTHER	23H	PROPERTY
72	0620 - LARCENY, MV HEADLIGHTS OVER 200	23G	PROPERTY
73	0621 - LARCENY 50 TO 200 POCKET PICKING	23A	PROPERTY
74	0622 - LARCENY 50 TO 200 PURSE SNATCHING	23B	PROPERTY
75	0623 - LARCENY 50 TO 200 SHOPLIFTING	23C	PROPERTY
76	0624 - LARCENY 50 TO 200 FROM AUTOS	23F	PROPERTY
77	0625 - LARCENY 50 TO 200 AUTO PARTS AND ACCESSORIES	23G	PROPERTY
78	0626 - LARCENY 50 TO 200 BIKES	23H	PROPERTY
79	0627 - LARCENY 50 TO 200 FROM BUILDING	23D	PROPERTY
80	0628 - LARCENY 50 TO 200 COIN OPERATED MACHINE	23E	PROPERTY

Appendix F – UCR and NIBRS Codes

	UCR	NIBRS	
81	0629 - LARCENY 50 TO 200 OTHER	23H	PROPERTY
82	0631 - LARCENY UNDER 50 POCKET PICKING	23A	PROPERTY
83	0632 - LARCENY UNDER 50 PURSE SNATCHING	23B	PROPERTY
84	0633 - LARCENY UNDER 50 SHOPLIFTING	23C	PROPERTY
85	0634 - LARCENY UNDER 50 FROM AUTOS	23F	PROPERTY
86	0635 - LARCENY UNDER 50 AUTO PARTS AND ACCESSORIES	23G	PROPERTY
87	0636 - LARCENY UNDER 50 BIKES	23H	PROPERTY
88	0637 - LARCENY UNDER 50 FROM BUILDING	23D	PROPERTY
89	0638 - LARCENY UNDER 50 COIN OPERATED MACHINE	23E	PROPERTY
90	0639 - LARCENY UNDER 50 OTHER	23H	PROPERTY
91	0710 - MOTOR VEHICLE THEFT LOCALLY	240	PROPERTY
92	0711 - MV THEFT LOCALLY / Rec Locally (Attempts)	240	PROPERTY
93	0719 - MV THEFT, OTHER	240	PROPERTY
94	0721 - MV THEFT TRUCK/BUS	240	PROPERTY
95	0741 - RECOVERED STOLEN MOTOR VEHICLE S/LOC-REC/LOC	N/A	PROPERTY
96	0742 - RECOVERED STOLEN MOTOR VEHICLE S/LOC-REC/O-T	N/A	PROPERTY
97	0743 - RECOVERED STOLEN MOTOR VEHICLE S/O-T-REC/LOC	N/A	PROPERTY
98	0805 - SIMPLE ASSAULT.	13B, 13C	PERSON
99	0809 - SIMPLE ASSAULT/POLICE	13B, 13C	PERSON
100	0901 - ARSON, SINGLE RESD. INHABITED	200	PROPERTY
101	0902 - ARSON, OTHER RESD. INHABITED	200	PROPERTY
102	0903 - ARSON, STORAGE, INHABITED	200	PROPERTY
103	0904 - ARSON, INDUSTRIAL, INHABITED	200	PROPERTY
104	0905 - ARSON, OTHER/CMRCIAL, INHABITED	200	PROPERTY
105	0906 - ARSON, PUBLIC PROP. INHABITED	200	PROPERTY
106	0907 - ARSON, OTHER. STRUC. INHABITED	200	PROPERTY
107	0908 - ARSON, M.V.	200	PROPERTY
108	0909 - ARSON, OTHER MOBILE PROPERTY	200	PROPERTY
109	0910 - ARSON, ALL OTHER	200	PROPERTY
110	0911 - ARSON, SINGLE RESIDENCE, UNINHABITED	200	PROPERTY
111	0912 - ARSON, OTHER RESIDENCE UNINHABITED	200	PROPERTY
112	0913 - ARSON, STORAGE BUILDING, UNINHABITED	200	PROPERTY
113	0914 - ARSON, INDURSTRIAL MANUFACTURING, UNINHABITED	200	PROPERTY
114	0915 - ARSON, OTHER COMMERICAL, ABANDON	200	PROPERTY
115	0916 - ARSON, COMMUNITY PUBLIC, ABANDON	200	PROPERTY
116	0917 - ARSON, ALL OTHER STRUCTORS, ABANDON	200	PROPERTY
117	0918 - ARSON, MOTOR VEHICLES, ABANDON	200	PROPERTY
118	0919 - ARSON, OTHER MOBLE VEHICLE, ABANDON	200	PROPERTY
119	0920 - ARSON, OTHER ABANDON	200	PROPERTY
120	1000 - FORGERY & COUNTERFEITING	250	PROPERTY

	UCR	NIBRS	
121	1100 - FRAUD	26A	PROPERTY
122	1101 - NONSUFFICIENT FUNDS CHECKS	90A	PROPERTY
123	1102 - FRAUD CREDIT CARDS	26B	PROPERTY
124	1103 - FRAUD ALL OTHERS	26D, 26E, 26F, 26G	PROPERTY
125	1104 - FRAUD PERSCRIPTIONS	26A	PROPERTY
126	1105 - FRAUD IDENTITY THEFT	26F	PROPERTY
127	1200 - EMBEZZLEMENT	270	PROPERTY
128	1310 - RECEIVE/POSESS STOLEN VEHICLE	280	PROPERTY
129	1320 - RECEIVE/POSESS STOLEN PROPERTY	280	PROPERTY
130	1410 - VANDALISM RESIDENCE	290	PROPERTY
131	1420 - VANDALISM BUSINESS	290	PROPERTY
132	1430 - VANDALISM CONSTRUCTION SITE	290	PROPERTY
133	1440 - VANDALISM SCHOOL	290	PROPERTY
134	1450 - VANDALISM PUBLIC BLDG/LAND	290	PROPERTY
135	1460 - VANDALISM M.V.	290	PROPERTY
136	1470 - VANDALISM OTHER	290	PROPERTY
137	1501 - WEAPONS OFFENSE KNIFE	520	SOCIETY
138	1502 - WEAPONS OFFENSE FIREARM	520	SOCIETY
139	1503 - WEAPONS OFFENSE ALL OTHER	520	SOCIETY
140	1600 - PROSTITUTION	40A, 40B, 40C	SOCIETY
141	1601 - GENERAL VICE PROBLEM	90Z	
142	1700 - SEX OFFENSE	36A, 36B, 11D	PERSON
143	1701 - PORNOGRAPHY PROBLEM	370	PERSON
144	1712 - MEGANS LAW FAILURE TO CHANGE ADDRESS	90Z	
145	1805 - LOITERING TO COMMIT CDS	90C	
146	1810 - SALE/MANU COCAINE/CODEINE/MORPHINE	35A	SOCIETY
147	1820 - SALE/MANU MARIJUANA/HASHISH	35A	SOCIETY
148	1830 - SALE/MANU SYNTHETIC	35A	SOCIETY
149	1840 - SALE/MANU OTHER	35A	SOCIETY
150	1841 - SALE/MANU/HEROIN	35A	SOCIETY
151	1860 - POSSESSION/USE COCAINE/CODEINE/MORPHINE	35A	SOCIETY
152	1870 - POSSESSION/USE MARIJUANA/HASHISH	35A	SOCIETY
153	1880 - POSSESSION/USE SYNTHETICS	35A	SOCIETY
154	1891 - POSS/USE HEROIN	35A	SOCIETY
155	1892 - OVERDOSE	90Z	
156	1910 - GAMBLING: BOOKMAKING	39B	SOCIETY
157	1920 - GAMBLING: NUMBERS	39A	SOCIETY
158	1930 - GAMBLING	39A, 39B, 39C, 39D	SOCIETY
159	2000 - CHILD ABUSE OR NEGLECT	90F	
160	2001 - CUSTODIAL INTERFERENCE	100	PERSON

	UCR	NIBRS	
161	2002 - CRIMINAL NONSUPPORT	90F	
162	2100 - DUI ALCOHOL OR DRUGS	90D	
163	2200 - LIQUOR LAWS	90G	
164	2400 - DISORDERLY CONDUCT	90C	
165	2402 - WANDERING TO COMMIT CDS OFFENSE	90C	
166	2410 - OBSTRUCTING JUSTICE	90Z	
167	2420 - RESISTING/INTERFERING W/POLICE	13B	PERSON
168	2430 - HARASSMENT	90Z	
169	2500 - VAGRANCY	90Z	
170	2600 - ALL OTHER OFFENSES	90Z	
171	2610 - VIOLATION OF RESTRAINING ORDER	90Z	
172	2618 - ESCAPE	90Z	
173	2620 - VIOLATION OF DORO	90Z	
174	2631 - VIOLATION OF PROBATION	90Z	
175	2640 - STALKING	90Z	
176	2645 - LURING, ENTICING CHILD	100	PERSON
177	2653 - VIOLATION OF PAROLE	90Z	
178	2666 - RIOT	90Z	
179	2676 - TRESPASSING	90J	
180	2678 - VEHICLE USED WITHOUT OWNERS CONSENT	240	PROPERTY
181	2692 - IMPERSONATING POLICE OFFICER	26C	PROPERTY
182	2700 - MISSING PERSON - ADULT	90Z	
183	2710 - RETURNED MISSING PERSON - ADULT	90Z	
184	2810 - DAY TIME CURFEW - NO CHARGE	90Z	
185	2820 - NIGHT TIME CURFEW - NO CHARGE	90Z	
186	2830 - DAY TIME CURFEW - With Charge	90Z	
187	2840 - NIGHT TIME CURFEW - With Charge	90Z	
188	2900 - RUNAWAYS/JUVENILES	90Z	
189	2910 - RETURNED RUNAWAY – JUVENILE	90Z	
190	3100 - THREATENING TERRORIST THREATS	13C	PERSON
191	3110 - BOMB THREAT	13C	PERSON
192	3120 - OBSCENE/THREATENING/PHONE CALL	13C	PERSON
193	3200 – PROWLERS	90Z	
194	3552 - POSS OF DRUG PARAPHERNALIA	35B	SOCIETY
195	4500 - KIDNAP/ABDUCTION	100	PERSON
196	4600 - SUDDEN DEATH	90Z	
197	5000 - SUICIDE/ATTEMPTED SUICIDE	90Z	
198	7003 - HAZARDOUS MATERIAL	90Z	



Meeting Date: December 5, 2023
Item #: 21

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Notification of Emergency Repair to Tank #2 at the Forest Oaks Water Treatment Plant per Emergency Notification - Section 21.6, Chapter 21, City of Ocoee Code of Ordinances. (Utilities Director Croteau)

Background Summary:

During the June 20, 2023, City Commission meeting, the Utilities Department received approval to hire CROM Coatings and Restorations, a Division of CROM, LLC (CCR) to repair Tank #1 & Tank #2 at the Forest Oaks Water Treatment Plant (FOWP). During the repair of Tank #2, CCR found that there were additional repairs needed and provided Staff with Change Order No. 01, outlining several repair options. Upon review of these options, Staff determined that the additional crack repairs (Option 3) and the repairs to the surface of the interior dome (Option 1) were of vital importance. Staff notified the City Manager of the additional expense and authorized CCR to proceed with those repairs after receiving approval from the City Manager. The original contract to repair both tanks was at a cost of \$205,840.00 and CCR provided a quote of \$24,639.75 for the additional repairs, bringing the total cost of the project to \$230,479.75.

Issue:

Provide notification to the Honorable Mayor and City Commissioners of Emergency Repair exceeding the City Manager's normal purchase authority as provided by Section 21.6 Emergency Purchase, Chapter 21 of the City Code of Ordinances.

Recommendations:

Notification Only

Attachments:

1. COP1 - Ocoee, FL 2023R052

Financial Impacts:

The City budgeted \$230,000.00 for this project. The additional \$479.75 was taken from leftover capital improvement funds.

Type of Item: Consent

November 6, 2023

Via Email: MBrownold@ci.ocoee.fl.us

Mark Brownold
City of Ocoee
1800 AD. Road
Ocoee, Florida 34761

Subject: Change Order Proposal No. 01 – Additional Interior Repairs
CONTRACT - Ocoee, Florida
CCR Job No. 2023R052

Dear MR Brownold:

CROM Coatings and Restorations, a Division of CROM, LLC ("CCR"), is submitting this change order proposal for the work as described below in accordance with all applicable codes and standards including OSHA, AWWA, SSPC, and NACE standard practices.

1. SERVICES TO BE FURNISHED BY CCR

CCR proposes to furnish all supervision, labor, material, and equipment required to complete the work, except as noted in Paragraph 3. The services to be furnished by CCR are specifically:

This scope of work is to be performed on the following tank:

- 640,000-Gallon Ground Storage Tank (Forest Oaks Plant, Tank No. 2)
71'-6" ID x 21'-5" SWD
(CROM Job No. 1996-M-038.1B)

a. Option 1: Additional Interior Dome Surface Repairs (50 square feet)

- 1) Spot repair **up to an additional 50 square feet** of the interior dome by abrasive blasting and applying Tnemec Series 218, followed up by 2 coats of Tnemec Series L140 Pota-Pox Plus at 2.0-10.0 MDFT per coat, per manufacturer's recommendations.

b. Option 2: Exposed Bolster Feet (175 square feet)

- 1) Spot repair **up to 175 square feet** of exposed bolsters located on the interior dome by abrasive blasting to remove scale and severe rust from exposed metal.
- 2) Coat exposed metal with Sika Armatec 110 Bonding Epoxy.
- 3) Apply Tnemec Series 218 surfacing epoxy, followed up by 2 coats of Tnemec Series L140 Pota-Pox Plus at 2.0-10.0 MDFT per coat, per manufacturer's recommendations.

c. Option 3: Crack Repairs (166 linear feet)

- 1) Mechanically rout the crack up to 166 linear feet removing any loose material from the substrate.
- 2) Apply Tnemec Series 215 (Modified Polyamine Epoxy) to the prepared crack bringing the repair flush with adjacent surfaces.
- 3) Apply 2 coats of Tnemec Series L140 Pota-Pox Plus at 2.0-10.0 MDFT per coat, per manufacturer's recommendations.

d. Option 4: Interior Dome Surface Repairs and Coatings (4,750 square feet)

- 1) Abrasive blast **up to 4,750 square feet** of the interior dome concrete surfaces including 3 foot down the wall removing rust and corrosion from exposed bolster feet, loosely adhered coatings, and degraded concrete while providing a surface profile equal to an ICRI CSP 5 or greater as per SSPC-13/NACE 6 standards.
- 2) Coat exposed metal **up to 235 square feet** with Sika Armatec 110 Bonding Epoxy.

- 3) Apply Tnemec Series 218 surfacing epoxy as needed, followed up by 2 coats of Tnemec Series L140 Pota-Pox Plus at 2.0-10.0 MDFT per coat to the surfaces mentioned above, per manufacturer's recommendations.

2. COMMENCEMENT AND COMPLETION

Upon your execution of this change order, CCR will be prepared to start work **immediately** after approval of our submittal information; and will undertake to furnish sufficient labor, materials, and equipment to complete this work within approximately **(2 Crew Weeks)** working time thereafter. **Acceptance of this change order proposal will add the aforementioned time to the current contract duration.**

3. MATERIALS AND SERVICES FURNISHED BY OTHERS

It is understood that the following services shall be provided by others without expense to CCR:

- a. Adequate access to the tank including open storage space for our equipment and materials, conveniently located near the tank to be repaired.
- b. A continuous supply of potable water under 50 psi pressure at the rate of 60 gallons per minute for the use of the CCR crew within 100 feet of each tank site.
- c. A continuous supply of electricity during the period of the cleaning: one 30-AMP, 110-volt service for the operation of our power tools and accessories, located not more than 100 feet from each tank. Please be sure that all circuit breakers are ground-fault protected.
- d. Complete lock-out and tag-out of the subject tank prior to personnel entering each tank. The Client will be required to provide all materials for this process. The Client will be responsible for demonstrating to CCR that the lock-out procedure is complete and the tank is rendered "safe" before CCR will perform air quality testing to enter each tank.
- e. Any permit or other fees from any AHJ as may be required for the work including but not limited to all connect/disconnect, impact and building/construction fees.
- f. All professional engineering services.

4. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum price of:

Option 1: Additional Interior Dome Surface Repairs (50 square feet)	\$ 3,631.50
Option 2: Exposed Bolster Feet (175 square feet)	\$ 12,710.25
Option 3: Crack Repairs (166 linear feet)	\$ 21,008.25

Option 1, 2, & 3 Sub Total: \$ 37,350.00

Option 4: Interior Dome Surface Repairs and Coatings (4,750 square feet)	\$ 106,150.00
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Option 3 & 4 Sub Total: \$ 127,158.25

Please Note:

***The additional interior dome repairs are based on 50 square feet of repair at \$72.63/SF.**

****The exposed bolster feet repairs are based on 175 square feet of repair at \$72.63/SF.**

*****The interior crack repair is based on 166 linear feet of repair at 126.56/LF.**

******If option 4 is selected, option 3 will be required. The pricing for options 1 & 2 is included in the option 4 pricing.**

CROM is currently working on site and mobilization fee is not included in the price. If additional mobilizations are required, a charge of \$1,500.00 per mobilization will be added to the final bill. The above prices are only guaranteed if CROM does not require a demobilization.

Periodic and final payment, including any retention, shall be made within **7 days** from the date our work is completed, or the billing is received, or in accordance with applicable state Prompt Payment law, whichever is earlier, and is to be received by us in our accounting office at 250 SW 36th Terrace, Gainesville, Florida 32607. All costs for third party contracts and billing management services, or use of any software, as may be required by the Customer or Owner, will be added to the Contract Price, by change order. Final payment shall not be held due to delays in testing. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1½% per calendar month, or any fraction thereof until received in our office.

If CCR does not receive payment within 7 days after such payment is due, as defined herein, CCR may give notice, without prejudice to and in addition to any other legal remedies and may stop work until payment of the full amount owing has been received. The Proposal Amount and Time shall be adjusted by the amount of CCR's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate change order.

Any reasonable legal or other expense necessary for the enforcement of this Proposal or for the collection of monies due shall be borne by the party at fault. If sales tax is excluded from our price, or on materials contained in our price, in accordance with project specifications, such exclusion is subject to receipt of adequate tax exemption documents from you or the project owner prior to commencement of Work to allow for our application of same. If proper tax exemption documentation is not received or is not adequate to provide exemption, we reserve the right to receive reimbursement of all sales tax CCR is obligated to pay due to the tardiness, lack of, or inadequate exemption documentation on behalf of you or the owner.

5. ACCEPTANCE

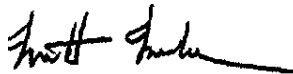
This change order proposal is offered for your acceptance within **10 days** from the change order proposal date. We reserve the right after that period to amend our pricing to reflect changes in construction schedules, materials, and labor rate changes. The return to this company of a copy of this change order proposal with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This change order shall be made a part of the original contract agreement.

Sincerely,

CROM Coatings and Restorations, a Division of CROM, LLC



Chris Wilkerson
Project Manager



Brett Bohannon
Region Lead

/bfb.jm

ACCEPTED

PRINT: _____

TITLE: _____

DATE: _____

Original Contract Value: \$ 69,025.00

Net Previous Change Orders: \$ 0.00

Value This Change Order: \$ 37,350.00

New Contract Value: \$ 106,375.00

STAFF REPORT

Meeting Date: December 5, 2023
Item #: 22

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Approval to Purchase Quiet Pulse Blowers from PSI Technologies Inc. (Utilities Director Croteau)

Background Summary:

The approved American Rescue Plan Act (ARPA) project list includes the funds to upgrade the Wastewater Treatment Plant's electrical systems. To maximize the long term benefits that this project will provide, Staff determined that replacing the blowers will allow for the use of higher-efficiency blowers. The Electrical Engineer for this project has estimated the use of higher-efficiency blowers will provide a cost benefit of approximately \$3,000 per month. Staff contacted PSI Technologies, Inc., who is a single source vendor for wastewater plant products, and they provided a quote of \$106,750.00 (Quote#QNB082423AR2)

Issue:

Should the Honorable Mayor and City Commissioners approve to purchase Quiet Pulse Blowers from PSI Technologies, Inc. at a cost of \$106,750.00?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the purchase of Quiet Pulse Blowers from PSI Technologies, Inc. at a cost of \$106,750.00. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order.

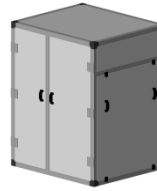
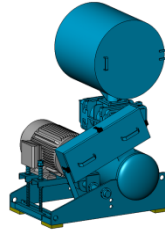
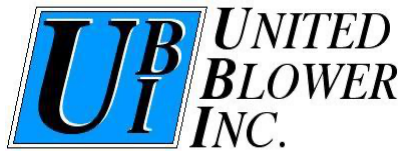
Attachments:

1. 60HP UBI Quiet Pulse Blowers
2. United Blower - Sole Source Letter

Financial Impacts:

None, as this project will be fully funded through the ARPA grant.

Type of Item: Consent



UNITED BLOWER, INC.
1198 AIRPORT DRIVE
BALL GROUND, GA 30107
PHONE (770) 479-3000
FAX (770) 479-3111
Email: sales@unitedblower.com

Date: October 12, 2023

To: Tommy Nichols – PSI Technologies

From: Wiekert Miolee – United Blower, Inc.

Sole Source Statement

United Blower, Inc. {UBI} designs and builds positive displacement blower systems for water and wastewater plants as well as for various other applications industry. Our bareshaft blowers and blower systems are sold and serviced directly from our plant in Ball Ground, GA. United Blower personnel have undergone extensive equipment and system training and are therefore the only authorized personnel that can perform work on these systems. PSI Technologies is our Sole Source Florida Distribution for UBI Products.

UBI insists on using factory components such as; filters, bearings, seals and gaskets, when parts, service and equipment are required.

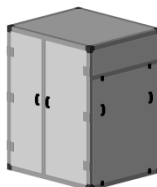
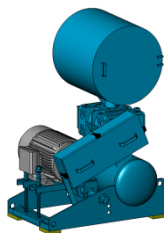
UBI technicians are also equipped to provide as-built drawings for the equipment provided, as well as offer original test data as a comparison to present day performance.

In this job specific application, UBI has provided calculated selections of equipment which are available immediately, including the service and engineering that goes with it. The combination of those three factors is not available from any other source.

Thank you for considering United Blower, Inc. for your application needs.

Regards,

Wiekert Miolee
CEO



UNITED BLOWER, INC.
1198 AIRPORT DRIVE
BALL GROUND, GA 30107
PHONE (770) 479-3000
FAX (770) 479-3111
Email: sales@unitedblower.com

United Blower, Inc.



Meeting Date: December 5, 2023
Item #: 23

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Approval to Replace Existing Rotors and Add a New Rotor to each Oxidation Ditch at the City of Ocoee Wastewater Treatment Plant. (Utilities Director Croteau)

Background Summary:

The approved Ocoee American Rescue Plan Act (ARPA) project list includes the replacement of the existing rotors, which have been in service for 22 years, and the addition of a new rotor to each of the City's Oxidation Ditches. The project also incorporates the replacement and or upgrade of the underground electrical chases, associated gearboxes, motors, and VFD Pumps. These upgrades to the oxidation ditches will improve system redundancy and treatment capacity and increase nitrogen removal to comply with Wekiwa and Rock Springs BMAP requirements. Staff reached out to Veolia Water Technologies, the original designer of the City of Ocoee's Wastewater Treatment Plant (WWTP) and sole source vendor for WWTP parts, for this work, and they have provided quotes for a total of \$746,499.40 (Quotes#062023REV2, 072823REV1 and 110623REV2_ELECTRIAL A).

Issue:

Should the Honorable Mayor and City Commissioners approve replacing the existing rotors and adding a new rotor to each Oxidation Ditch at the City of Ocoee WWTP with Veolia Water Technologies at a cost of \$746,499.40?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to cause the replacement of the existing rotors and the addition of a new rotor to each Oxidation Ditch at the City of Ocoee WWTP with Veolia Water Technologies at a cost of \$746,499.40. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order.

Attachments:

1. Quote - Mechanical parts and services
2. Quote - Rotors plus install
3. Quote - Electrical Option A

Financial Impacts:

Funding: \$735,000 in ARPA Funding and \$11,500 from Utilities Capital Funding.

Type of Item: Consent

QUOTE NO. 072823REV1

DATE: 11.13.23

Veolia Water Technologies, Inc. (dba Kruger)
1500 Garner Road, Suite C
Raleigh, North Carolina 27610 USA
PHONE 888-578-4378 FAX 919-661-4568
EMAIL: usmunicipalsupport@veolia.com

EXPIRATION DATE: 12.24.23

To Trent Hopper
Ocoee WWTP FL
1800 AD Mims Road
Ocoee, FL 34761
1.407.427.3054
Thopper@ocoe.org

FROM: Tony Cook
Customer Solutions Manager - Southeast USA
Mobile: 919.931.9044
Email: tony.cook@veolia.com

SALES PERSON	JOB	PAYMENT TERMS	DELIVERY TERMS	DELIVERY SCHEDULE
AAC	Ocoee WWTP Ditch	30% DOWN AT TIME OF ORDER. Net 30 Days	DDP Prepaid & Add Destination	TBD
QTY	PART NUMBER AND DESCRIPTION		UNIT PRICE	LINE TOTAL
	VEOLIA SCOPE OF WORK:			
	FULL SERVICE FOR NEW 9.0 METER ROTOR UNITS:			
2	1. INSTALL NEW ANCHOR BOLTS ON BOTH GEAR DRIVE AND TAIL END 2. INSTALL NEW SK9082.1 BASE PLATES & END BEARING BASE PLATES 3. POUR GROUT ON BOTH ENDS 4. INSTALL SK9082 W 60HP MOTOR, BOGE, COUPLING, ROTOR, END BEARING PEDESTAL, LINER, CAP, AND END BEARING 5. ALIGN UNIT AND RECORD		\$20,412.50	\$40,825.00
2	NEW NORD SK9082.1 WITH 60HP MOTOR LESS OIL, LESS STATOR FLIP, WITH FKM MOTOR INPUT SEALS, WITH RD AND KB MOTOR OPTIONS. SPECIAL HOUSING, SPECIAL 4" X 6.69" O/P SHAFT W/ MECHANICAL SEAL SPECIAL PIPING ASSEMBLY, GEARBOX NAMEPLATE OPPOSITE SHAFT SIDE (SIDE B), SEAL HOUSING MUST BE PAINTED, MECHANICAL SEAL, EXPOSED FACES MUST BE PAINTED PRICE INCLUDES:		\$62,880.34	\$125,760.68
	BOGE COUPLING <i>FXFAGU202626</i>		\$9,493.78	\$18,987.56
	SPLIT TAPER LOCK BUSHING 4" <i>FPRDSS310387</i>		\$807.88	\$1,615.76
2	SK9082.1 BASE PLATE - DRILLED, TAPPED AND GRINDED FLAT <i>CMSPT311267</i>		\$7,250.24	\$14,500.48
2	SPLASH GUARD, 12 X 36 X 51-1/2 INCH POLYPROPYLENE <i>CMABRT331927</i>		\$1,950.00	\$3,900.00
2	9M ROTOR SHAFT WITH SS SPLASH SHIELD: <i>MPN CMSHRT305367</i> INCLUDES:			
	720 EACH MAXI ROTOR BLADES, 304 SS: <i>MPN CMSPT335807</i> 360 EACH MAXI ROTOR STIFFENERS, 304 SS: <i>MPN CMSPT335809</i>		\$58,937.39	\$117,874.78
6	FLANGE BOLT SET OF 12, <i>MPN FXFAGU202412</i>		\$297.96	\$1,787.76
2	BASE PLATE FOR PEDESTAL BEARING <i>MPN CMSPT311267</i>		\$2,391.17	\$4,782.34
2	MAXI PEDESTAL BEARING SUPPORT <i>MPN CMSPT311146</i>		\$2,379.35	\$4,758.70
2	LINING FOR BEARING <i>MPN CMLNGU201289</i>		\$397.08	\$794.16
2	PEDESTAL CAP - MAXI ROTOR <i>MPN CMSPT305666</i>		\$724.30	\$1,448.60

8	FASTENERS FOR END BEARING MPN FXSCYV313944 FXNUYV313937	\$33.44	\$267.52
2	END BEARING FOR MAXI ROTOR MPN CMCORT200919	\$10,450.00	\$20,900.00
CITY OF OCOEE SCOPE OF SUPPLY: NOTE: 1. WWTP TO SUPPLY OIL. NORD GEAR CORP RECOMMENDS USING SHC 220 SYNTHETIC OIL FOR THESE UNITS. 2. WWTP TO PROVIDE CRANE TO INSTALL ROTORS (SERVICES CAN BE PROVIDED BY VEOLIA FOR COST + 25%) 3. TERMS 30% down at time of Order. NET 30 Days 4. WWTP TO PROVIDE ELECTRICAL TECH TO WIRE/UNWIRE LEADS 5. DISPOSAL SERVICES NOT INCLUDED *Confidential, Do not share with third parties*			

SUBTOTAL	\$358,203.34
ESTIMATED FREIGHT	\$28,746.55
SALES TAX	If applicable
TOTAL	\$386,949.89

ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.

PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE,
CUSTOMS DUTIES & FEES, START UP SERVICES, APPLICABLE TAXES.

Quotation 071223 prepared by: _____

Tony Cook

To accept, sign here and return*: _____

Purchase Order Number to reference (Optional): _____

PLEASE NOTE:

A signed Quotation is required to process order.
If you submit a PO, please reference Veolia Water Technologies, Inc. (dba Kruger) Quotation number to process order.

Veolia Water Technologies, Inc (dba Kruger) - The Quote is for Parts Only. The pricing is expressly contingent upon the items in this quotation & are subject the attached Veolia Water Technologies, Inc. (dba Kruger) Standard Terms of Sale for Parts Orders as detailed herein. No additional terms contained within Owner's and/or Engineer's Plans & Specifications shall apply to nor become a part of this Quote.

VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER) - STANDARD TERMS OF SALE - PARTS ORDERS

- 1. APPLICABLE TERMS.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
- 2. PAYMENT.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
- 3. DELIVERY.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are DDP, Prepaid & Add Destination
- 4. OWNERSHIP OF MATERIALS.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
- 5. CHANGES.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
- 6. WARRANTY.** Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there

shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. THE WARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE."

7. **INDEMNITY.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **FORCE MAJEURE.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **CANCELLATION.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **MISCELLANEOUS.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions.
12. Veolia takes all issues surrounding probity and confidentiality very seriously in all of its dealings with competitors and stakeholders. In this spirit and for the sake of transparency, we inform you that the publicly traded parent company Veolia Environnement S.A., recently acquired a 29.9% interest in Suez S.A ("Suez") and launched a public bid for the remainder of Suez' share capital. Consistent with our commitment to competition law compliance, Veolia will continue to act entirely independent of Suez until all relevant antitrust approvals of Veolia's acquisition of Suez have been obtained and we will of course let you know if this would change before the end of the tender proceedings. Specifically, none of Veolia's representatives sit on the board of Suez, Veolia has no influence over the strategy or operations of Suez, and Veolia has no access to competitively sensitive information about Suez's operations. Accordingly, Veolia's ongoing project to acquire Suez will have no effect on our participation in, or response to, this tender.

VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER) - STANDARD TERMS OF SALE - SERVICE ORDERS

The terms and conditions set forth below govern all work or services requested by Client as described and set forth in the Quote of Veolia Water Technologies, Inc. ("Veolia") attached hereto. The provisions of said Quote govern the scope of services to be performed, including the time schedule, compensation, and any other special terms.

These terms and conditions shall apply unless expressly stated to the contrary or inconsistent with said Quote.

1. **COMPENSATION.** For services performed on a lump sum basis, Client agrees to compensate Veolia in accordance with the payment schedule (milestone payments or otherwise) specified in the Quote.
2. **INVOICES AND PAYMENT.** Unless otherwise stated in the Quote, invoices will be submitted as work is performed and payment is due within thirty (30) days of the invoice. Payment of invoices shall be in U.S. dollars. Client shall notify Veolia within fifteen (15) days of receipt of invoice of any charges associated with the invoice that Client disputes and contends that Client does not owe to Veolia. If Client so notifies Veolia, and if only a portion of the invoice is disputed, Client shall pay the undisputed portion within thirty (30) days of receipt or such portion shall be deemed delinquent. Any charges disputed by Client in good faith will not be deemed delinquent. However, should Veolia have to resort to legal action to collect disputed charges and Veolia is successful in such action, then Veolia will be entitled to recover its legal fees and expenses and collect interest at the rate of one and one-half (1-1/2%) percent per month on the collected disputed charges beginning thirty (30) days after receipt by Client of the invoice first containing the collected disputed charge. Client will be charged interest at the rate of one and one-half (1-1/2%) percent per month on the unpaid balance on all delinquent invoices. In the event that Client terminates or suspends Veolia's services or work prior to completion, Client shall pay, upon demand by Veolia, all outstanding invoices. Invoices not paid on demand when services are terminated or suspended shall be deemed delinquent. All costs and expenses, including reasonable legal fees and personnel costs incurred by Veolia to collect charges associated with delinquent invoices, or which are in dispute between Client and Veolia, shall be paid by Client. Veolia reserves the right to cease or suspend any or all work or services under this Agreement, upon five (5) days' written notice to Client, in the event Client fails to pay Veolia's invoices to Client when due and payable under this Agreement or if, in the Veolia's reasonable opinion, Client's financial condition or other circumstances reasonably suggest a future inability to pay and, thus, do not warrant Veolia's ongoing performance of its work or services.
3. **INDEPENDENT CONTRACTOR.** Veolia shall be an independent contractor and shall be fully independent in performing the services or work and shall not act or hold itself out as an agent, servant or employee of Client. This paragraph applies equally to Client.
4. **VEOLIA'S LIMITED WARRANTY FOR SERVICES.** The sole and exclusive warranty which Veolia makes with respect to the services is that the

same shall be performed in accordance with generally accepted professional practices, and in compliance with the specifications provided to Veolia by Client; but only to the extent disclosed to and accepted by Veolia. Claims for defects, deficiencies, errors or omissions or any other claims for defective services must be made in writing within thirty (30) business days of Client's discovery of such alleged defect, deficiency, error or omission or other claim (including defects that would have been discovered by a reasonably prudent investigation). In the event Veolia's performance of the services or any portion thereof, fails to conform to the above stated limited warranty, Veolia shall expeditiously initiate re-performance of the nonconforming services, or upon the mutual agreement of the parties, refund the amount of compensation paid to Veolia for such nonconforming services.

THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY VEOLIA, AND ARE IN LIEU OF ALL OTHER WARRANTIES. VEOLIA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER STATUTORY, WRITTEN OR ORAL. VEOLIA DISCLAIMS, AND CLIENT WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

5. **CLIENT'S WARRANTY.** Client warrants that a) it will provide to Veolia all available information regarding the site, structures, facilities, buildings and land involved with the work and that such information shall be true and correct; b) that all work (which it performs that is likely to affect Veolia's work, if any) shall be performed in accordance with generally accepted professional practices; c) and it has title to or will provide right of entry or access to all property necessary to perform the work.
6. **INDEMNITY.** Subject to the limitations set forth in Section 8 below, Veolia shall indemnify, defend and hold Client harmless from any claim, cause of action or liability incurred by Client as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Veolia's negligence or willful misconduct. Veolia shall have the sole authority to direct the defense of and settle any indemnified claim. Veolia's indemnification is conditioned on Client (a) promptly notifying Veolia of any claim, and (b) providing reasonable cooperation in the defense of any claim. Subject to the limitations set forth in Section 8 below, Client agrees to indemnify, defend and hold Veolia harmless from and against any claim, cause of action or liability incurred by Veolia as a result of death or bodily injuries to any person, destruction or damage to any tangible property caused by Client's negligence or willful misconduct.
7. **ENVIRONMENTAL INDEMNIFICATION PROVISION.** Client agrees to indemnify, defend, and hold harmless Veolia from and against all losses, liabilities, claims, suits, costs, damages, investigation and clean-up costs, fines, penalties, including reasonable attorneys' fees, resulting from or relating to the actual alleged or threatened discharge, escape or release of toxic, hazardous, offensive, or dangerous materials, substances, chemicals or wastes at, on, into, or from the Property or facilities, except to the extent that any such loss is caused by the negligence or willful misconduct by Veolia or its officers, directors, or employees. This provision shall survive the expiration or termination of this Agreement and the Contract for any reason.
8. **CONSEQUENTIAL DAMAGES/LIMITATION OF LIABILITY.** Neither Party shall be liable to the other for loss of anticipated or actual profit, loss of revenue, loss of use, loss of production, business interruption or any similar damage or for indirect, special, incidental, consequential, exemplary or punitive damages of any kind whether arising in contract, in tort (including negligence), or by operation of law. Veolia's total liability, whether arising from or based upon breach of warranty, breach of contract, tort, including negligence, errors and omissions, strict liability, indemnity or any other cause or basis whatsoever, is expressly limited to the net fee received by Veolia. This provision limiting Veolia's liability shall survive the termination, cancellation or expiration of the Agreement.
9. **INSURANCE.** During the performance or services or work under this Agreement, Veolia will, at its own expense, carry Workers' Compensation Insurance/Employer's Liability Insurance within limits required by law; Commercial General Liability Insurance for bodily injury and for property damage; and Comprehensive Automobile Liability Insurance for bodily injury and property damage. At Client's request, Veolia shall provide a Certificate of Insurance demonstrating Veolia's compliance with this section. Such Certificate of Insurance shall provide that said insurance shall not be reduced in coverage or canceled until at least ten (10) days after written notice has been provided to Client.
10. **FORCE MAJEURE.** Neither party shall be responsible or liable to the other for default or delay in the performance of any of its obligations hereunder (other than the payment of money for services already rendered) caused in whole or in part by strikes or other labor difficulties or disputes; governmental orders or regulations; war, riot, fire, explosion; terrorism, acts of God; extreme weather, storms named by NOAA, or any other causes which are beyond the reasonable control of the respective party. In the event of delay in performance due to any such cause, the time for completion will be extended by a period of time reasonably necessary to overcome the effect of the delay. The party so prevented from complying shall within a reasonable time of its knowledge of the disability advise the other party of the effective cause, the performance suspended or affected and the anticipated length of time during which performance will be prevented or delayed and shall make all reasonable efforts to remove such disability as soon as possible, except for labor disputes, which shall be solely within said party's discretion. The party prevented from complying shall advise the other party when the cause of the delay or default has ended, the number of days which will be reasonably required to compensate for the period of suspension and the date when performance will be resumed. Any additional costs or expenses accruing or arising from the delaying event shall be solely for the account of Client.

COVID-19: Veolia shall not be held liable in the event of a non-compliance with its obligations set forth herein to the extent such non-compliance is due to the consequences of the Covid-19 pandemic including without limitation (i) obligation to comply with the legislation enacted or measures taken by the authorities to address the Covid-19 pandemic (including mandatory closures, requisitions, transport limitations, social distancing requirements), (ii) observance of hygiene and security rules and recommendations resulting from the Covid-19 pandemic, (iii) inability to supply or distribute to relevant personnel appropriate personal protective equipment for the tasks to be performed, as a result of shortages of supply resulting from the Covid-19 pandemic, (iv) inability of a Veolia subcontractor or supplier to comply with its obligations for the reasons mentioned above; and to the extent the resulting impediments cannot be reasonably overcome."

In the event such consequences of the Covid-19 pandemic render Veolia's performance hereunder more onerous than could have been anticipated at the date hereof the parties shall negotiate alternative contractual terms, including for delivery/performance dates or service levels, which reasonably allow for the impact of the consequences of the Covid-19 pandemic referred to hereinabove.

11. **NOTICE.** Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by United States mail or email, to the physical or email address of the party for whom it is intended, or to such other address for either party as the party may by written notice designate.
12. **ASSIGNMENT/SUBCONTRACT.** Neither party hereto shall assign this Agreement or any part thereof or any interest therein without the prior

written approval of the other party hereto (except in the event that substantially all of the assets of the Client's facility are sold). Veolia shall have the right to subcontract any portion of the work.

- 13. MODIFICATION.** In the event modifications and/or changes are requested by Client after services have been performed, which, modifications and/or changes are through no fault of Veolia, or in the event additional work not covered by the Agreement is requested by Client, Veolia shall have the right to review such requests and notify Client of the effect on price, schedule or any other obligations assumed by Veolia under this Agreement. Subject to the availability of required resources and on a schedule compatible with Veolia's other schedules and commitments, Veolia shall initiate work on any such changes.
- 14. DELAYED AGREEMENTS AND INFORMATION.** The performance by Veolia of its obligations under this Agreement is contingent upon the Client performing its obligations in a timely manner and cooperating with Veolia to the extent required for completion of the work. Delays by Client in providing information or approvals, or performing its contractual obligations may result in an adjustment of contract price and schedule.
- 15. CONSTRUCTION PHASE.** To the extent the work is related to or followed by construction work by others, Veolia shall not be responsible for the means, methods, techniques, schedule, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for the construction contractor's failure to perform the work in accordance with its contractual requirements. Veolia will not direct, supervise or control the work of Client's contractors or Client's subcontractors.
- 16. REPORTS, DOCUMENTS AND INFORMATION.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Veolia, and all related intellectual property rights, shall remain Veolia's property. Veolia grants Client a non-exclusive, non-transferable license to use any such material solely for Client's use of the work. Client shall not disclose any such material to third parties without Veolia's prior written consent.
- 17. LIMITED USE OF REPORT.** Any report prepared as part of the work will be prepared solely for the use of Client. Third parties are not to rely upon the report, unless both Veolia and Client consent in writing to such reliance. In the event that Client provides the report to a third party without Veolia's written consent, Client will indemnify Veolia for any resulting loss or harm.
- 18. DISPOSAL OF CONTAMINATED MATERIAL.** It is understood and agreed that Veolia is not, and has no responsibility as, a generator, operator, owner, treater, or storer of pre-existing substances or wastes found or identified at work sites. Veolia shall not directly or indirectly assume title to such substances or wastes and shall not be liable to third parties alleging that Veolia has or had title to such materials. Client will indemnify and hold harmless Veolia from and against all incurred losses, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from actions brought by third parties alleging or identifying Veolia as a generator, operator, storer, treater or owner of pre-existing substances or wastes found or identified at work sites.
- 19. SUSPENSION OR TERMINATION.** In the event the work is terminated or suspended by Client prior to the completion of the services contemplated hereunder, Veolia shall be paid for: (i) the services rendered to the date of termination or suspension, (ii) the demobilization costs, (iii) the costs incurred with respect to non-cancelable commitments, and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension.
- 20. GOVERNING LAW.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of North Carolina. Any litigation shall be heard in a state or federal court in Wake County, North Carolina.
- 21. HEADINGS AND SEVERABILITY.** Headings preceding the text of enumerated sections are inserted solely for convenience and shall not constitute a part of the Agreement nor affect the meaning, content, effect or construction of this Agreement. Every part, term or provision of this Agreement is severable from all others. Notwithstanding any possible future finding by a duly constituted authority that a particular part, term or provision is invalid, void or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.
- 22. MISCELLANEOUS.** Veolia takes all issues surrounding probity and confidentiality very seriously in all of its dealings with competitors and stakeholders. In this spirit and for the sake of transparency, we inform you that the publicly traded parent company Veolia Environnement S.A., recently acquired a 29.9% interest in Suez S.A ("Suez") and launched a public bid for the remainder of Suez' share capital. Consistent with our commitment to competition law compliance, Veolia will continue to act entirely independent of Suez until all relevant antitrust approvals of Veolia's acquisition of Suez have been obtained and we will of course let you know if this would change before the end of the tender proceedings. Specifically, none of Veolia's representatives sit on the board of Suez, Veolia has no influence over the strategy or operations of Suez, and Veolia has no access to competitively sensitive information about Suez's operations. Accordingly, Veolia's ongoing project to acquire Suez will have no effect on our participation in, or response to, this tender.
- 23. ENTIRE AGREEMENT.** The terms and conditions set forth herein, along with the Quote, constitute the entire Agreement and understanding of the parties relating to the work or services provided by Veolia to Client, and merge and supersede all prior agreements, commitments, representations, writings and discussions between them, and shall be incorporated in all work orders, purchase orders and authorizations unless otherwise so stated by typed or handwritten, but not by pre-printed, words therein. The terms and conditions may be amended only by a written instrument signed by both parties.
- 24. ESCALATION.** If during the performance of the contract, the price of labor, material, freight, and other costs significantly increase, through no fault of Veolia, the price shall be equitably adjusted and subject to escalation. A significant price increase shall mean any price increase from proposal date to material procurement greater than 2.0% from stated prices. Delays and costs associated with a Force Majeure event shall also be equitably adjusted and subject to a change in price and/or schedule. Escalation to be based on cost increases, (without additional profit, overhead or margin) and shall include labor, material, freight, and other costs to Veolia that occur in the specified time period. Any revisions or changes requested by the customer will be priced on a case-by-case basis. Such price increases shall be documented through third party sources.



QUOTE

QUOTE NO. 062023REV2

DATE: 11.13.23

Veolia Water Technologies, Inc. (dba Kruger)
1500 Garner Road, Suite C
Raleigh, North Carolina 27610 USA
PHONE 888-578-4378 FAX 919-661-4568
EMAIL: usmunicipalsupport@veolia.com

EXPIRATION DATE: 12.24.23

To Trent Hopper
Ocoee WWTP FL
1800 AD Mims Road
Ocoee, FL 34761
1.407.427.3054
Thopper@ocoe.org

FROM: Tony Cook
Customer Solutions Manager - Southeast USA
Mobile: 919.931.9044
Email: tony.cook@veolia.com

SALES PERSON	JOB	PAYMENT TERMS	DELIVERY TERMS	DELIVERY SCHEDULE
AAC	Ocoee WWTP ditch	30% down at time of order. Net 30 Days	DDP Prepaid & Add Destination	10 - 12 WEEKS
QTY	PART NUMBER AND DESCRIPTION		UNIT PRICE	LINE TOTAL
3	FULL SERVICE LABOR TO REMOVE AND REPLACE BRUSH AERATOR ROTORS: VEOLIA LABOR SCOPE OF WORK: 1. REMOVE OLD ROTORS AND END BEARINGS 2. REPLACE WITH NEW ROTORS FABRICATED WITH SS BLADES AND REUSE EXISTING END BEARINGS 3. REMOVE AND INSTALL NEW FKM SEAL AND BEARING TO MOTOR MPN AALRGU316228		\$14,188.13	\$42,564.39
3	VEOLIA EQUIPMENT SCOPE OF SUPPLY: 9M ROTOR SHAFT WITH SS SPLASH SHIELD: MPN CMSHRT305367 INCLUDES: 720 EACH MAXI ROTOR BLADES, 304 SS: MPN CMSPRT335807 360 EACH MAXI ROTOR STIFFENERS, 304 SS: MPN CMSPRT335809		\$58,937.39	\$176,812.17
6	FLANGE BOLT SET OF 12 , MPN FXFAGU202412		\$297.96	\$1,787.76
NOTE : 1. NORD GEAR CORP RECOMMENDS USING SHC 220 SYNTHETIC OIL FOR THESE UNITS. CITY OF OCOEE SCOPE OF SUPPLY: 1.SHC 220 SYNTHETIC OIL 2. ELECTRICIAN TO UNWIRE AND REWIRE MOTORS 3. CRANE + CRANE OPERATOR TO REMOVE ROTORS (SERVICES CAN BE PROVIDED FOR COST + 25%). *Confidential, Do not share with third parties*				
			SUBTOTAL	\$221,164.32
			ESTIMATED FREIGHT	\$8,000.00
ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.			SALES TAX	If applicable
PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE,			TOTAL	\$229,164.32

Quotation prepared by: Tony Cook

To accept, sign here and return*: _____

Purchase Order Number to reference (Optional): _____

PLEASE NOTE:

A signed Quotation is required to process order.
If you submit a PO, please reference Veolia Water Technologies, Inc. (dba Kruger) Quotation number to process order.

Veolia Water Technologies, Inc (dba Kruger) - The Quote is for Parts Only. The pricing is expressly contingent upon the items in this quotation & are subject the attached Veolia Water Technologies, Inc. (dba Kruger) Standard Terms of Sale for Parts Orders as detailed herein. No additional terms contained within Owner's and/or Engineer's Plans & Specifications shall apply to nor become a part of this Quote.

VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER) - STANDARD TERMS OF SALE - PARTS ORDERS

1. **APPLICABLE TERMS.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **PAYMENT.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **DELIVERY.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are DDP, Prepaid & Add Destination
4. **OWNERSHIP OF MATERIALS.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **CHANGES.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **WARRANTY.** Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. THE WARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE."
7. **INDEMNITY.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **FORCE MAJEURE.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **CANCELLATION.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **MISCELLANEOUS.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary

to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions.

12. Veolia takes all issues surrounding probity and confidentiality very seriously in all of its dealings with competitors and stakeholders. In this spirit and for the sake of transparency, we inform you that the publicly traded parent company Veolia Environnement S.A., recently acquired a 29.9% interest in Suez S.A ("Suez") and launched a public bid for the remainder of Suez' share capital. Consistent with our commitment to competition law compliance, Veolia will continue to act entirely independent of Suez until all relevant antitrust approvals of Veolia's acquisition of Suez have been obtained and we will of course let you know if this would change before the end of the tender proceedings. Specifically, none of Veolia's representatives sit on the board of Suez, Veolia has no influence over the strategy or operations of Suez, and Veolia has no access to competitively sensitive information about Suez's operations. Accordingly, Veolia's ongoing project to acquire Suez will have no effect on our participation in, or response to, this tender.

VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER) - STANDARD TERMS OF SALE - SERVICE ORDERS

The terms and conditions set forth below govern all work or services requested by Client as described and set forth in the Quote of Veolia Water Technologies, Inc. ("Veolia") attached hereto. The provisions of said Quote govern the scope of services to be performed, including the time schedule, compensation, and any other special terms.

These terms and conditions shall apply unless expressly stated to the contrary or inconsistent with said Quote.

1. **COMPENSATION**. For services performed on a lump sum basis, Client agrees to compensate Veolia in accordance with the payment schedule (milestone payments or otherwise) specified in the Quote.
2. **INVOICES AND PAYMENT**. Unless otherwise stated in the Quote, invoices will be submitted as work is performed and payment is due within thirty (30) days of the invoice. Payment of invoices shall be in U.S. dollars. Client shall notify Veolia within fifteen (15) days of receipt of invoice of any charges associated with the invoice that Client disputes and contends that Client does not owe to Veolia. If Client so notifies Veolia, and if only a portion of the invoice is disputed, Client shall pay the undisputed portion within thirty (30) days of receipt or such portion shall be deemed delinquent. Any charges disputed by Client in good faith will not be deemed delinquent. However, should Veolia have to resort to legal action to collect disputed charges and Veolia is successful in such action, then Veolia will be entitled to recover its legal fees and expenses and collect interest at the rate of one and one-half (1-1/2%) percent per month on the collected disputed charges beginning thirty (30) days after receipt by Client of the invoice first containing the collected disputed charge. Client will be charged interest at the rate of one and one-half (1-1/2%) percent per month on the unpaid balance on all delinquent invoices. In the event that Client terminates or suspends Veolia's services or work prior to completion, Client shall pay, upon demand by Veolia, all outstanding invoices. Invoices not paid on demand when services are terminated or suspended shall be deemed delinquent. All costs and expenses, including reasonable legal fees and personnel costs incurred by Veolia to collect charges associated with delinquent invoices, or which are in dispute between Client and Veolia, shall be paid by Client. Veolia reserves the right to cease or suspend any or all work or services under this Agreement, upon five (5) days' written notice to Client, in the event Client fails to pay Veolia's invoices to Client when due and payable under this Agreement or if, in the Veolia's reasonable opinion, Client's financial condition or other circumstances reasonably suggest a future inability to pay and, thus, do not warrant Veolia's ongoing performance of its work or services.
3. **INDEPENDENT CONTRACTOR**. Veolia shall be an independent contractor and shall be fully independent in performing the services or work and shall not act or hold itself out as an agent, servant or employee of Client. This paragraph applies equally to Client.
4. **VEOLIA'S LIMITED WARRANTY FOR SERVICES**. The sole and exclusive warranty which Veolia makes with respect to the services is that the same shall be performed in accordance with generally accepted professional practices, and in compliance with the specifications provided to Veolia by Client; but only to the extent disclosed to and accepted by Veolia. Claims for defects, deficiencies, errors or omissions or any other claims for defective services must be made in writing within thirty (30) business days of Client's discovery of such alleged defect, deficiency, error or omission or other claim (including defects that would have been discovered by a reasonably prudent investigation). In the event Veolia's performance of the services or any portion thereof, fails to conform to the above stated limited warranty, Veolia shall expeditiously initiate re-performance of the nonconforming services, or upon the mutual agreement of the parties, refund the amount of compensation paid to Veolia for such nonconforming services.

THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY VEOLIA, AND ARE IN LIEU OF ALL OTHER WARRANTIES. VEOLIA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER STATUTORY, WRITTEN OR ORAL. VEOLIA DISCLAIMS, AND CLIENT WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

5. **CLIENT'S WARRANTY**. Client warrants that a) it will provide to Veolia all available information regarding the site, structures, facilities, buildings and land involved with the work and that such information shall be true and correct; b) that all work (which it performs that is likely to affect Veolia's work, if any) shall be performed in accordance with generally accepted professional practices; c) and it has title to or will provide right of entry or access to all property necessary to perform the work.
6. **INDEMNITY**. Subject to the limitations set forth in Section 8 below, Veolia shall indemnify, defend and hold Client harmless from any claim, cause of action or liability incurred by Client as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Veolia's negligence or willful misconduct. Veolia shall have the sole authority to direct the defense of and settle any indemnified claim. Veolia's indemnification is conditioned on Client (a) promptly notifying Veolia of any claim, and (b) providing reasonable cooperation in the defense of any claim. Subject to the limitations set forth in Section 8 below, Client agrees to indemnify, defend and hold Veolia harmless from and against any claim, cause of action or liability incurred by Veolia as a result of death or bodily injuries to any person, destruction or damage to any tangible property caused by Client's negligence or willful misconduct.

7. **ENVIRONMENTAL INDEMNIFICATION PROVISION.** Client agrees to indemnify, defend, and hold harmless Veolia from and against all losses, liabilities, claims, suits, costs, damages, investigation and clean-up costs, fines, penalties, including reasonable attorneys' fees, resulting from or relating to the actual alleged or threatened discharge, escape or release of toxic, hazardous, offensive, or dangerous materials, substances, chemicals or wastes at, on, into, or from the Property or facilities, except to the extent that any such loss is caused by the negligence or willful misconduct by Veolia or its officers, directors, or employees. This provision shall survive the expiration or termination of this Agreement and the Contract for any reason.
8. **CONSEQUENTIAL DAMAGES/LIMITATION OF LIABILITY.** Neither Party shall be liable to the other for loss of anticipated or actual profit, loss of revenue, loss of use, loss of production, business interruption or any similar damage or for indirect, special, incidental, consequential, exemplary or punitive damages of any kind whether arising in contract, in tort (including negligence), or by operation of law. Veolia's total liability, whether arising from or based upon breach of warranty, breach of contract, tort, including negligence, errors and omissions, strict liability, indemnity or any other cause or basis whatsoever, is expressly limited to the net fee received by Veolia. This provision limiting Veolia's liability shall survive the termination, cancellation or expiration of the Agreement.
9. **INSURANCE.** During the performance or services or work under this Agreement, Veolia will, at its own expense, carry Workers' Compensation Insurance/Employer's Liability Insurance within limits required by law; Commercial General Liability Insurance for bodily injury and for property damage; and Comprehensive Automobile Liability Insurance for bodily injury and property damage. At Client's request, Veolia shall provide a Certificate of Insurance demonstrating Veolia's compliance with this section. Such Certificate of Insurance shall provide that said insurance shall not be reduced in coverage or canceled until at least ten (10) days after written notice has been provided to Client.
10. **FORCE MAJEURE.** Neither party shall be responsible or liable to the other for default or delay in the performance of any of its obligations hereunder (other than the payment of money for services already rendered) caused in whole or in part by strikes or other labor difficulties or disputes; governmental orders or regulations; war, riot, fire, explosion; terrorism, acts of God; extreme weather, storms named by NOAA, or any other causes which are beyond the reasonable control of the respective party. In the event of delay in performance due to any such cause, the time for completion will be extended by a period of time reasonably necessary to overcome the effect of the delay. The party so prevented from complying shall within a reasonable time of its knowledge of the disability advise the other party of the effective cause, the performance suspended or affected and the anticipated length of time during which performance will be prevented or delayed and shall make all reasonable efforts to remove such disability as soon as possible, except for labor disputes, which shall be solely within said party's discretion. The party prevented from complying shall advise the other party when the cause of the delay or default has ended, the number of days which will be reasonably required to compensate for the period of suspension and the date when performance will be resumed. Any additional costs or expenses accruing or arising from the delaying event shall be solely for the account of Client.
- COVID-19:** Veolia shall not be held liable in the event of a non-compliance with its obligations set forth herein to the extent such non-compliance is due to the consequences of the Covid-19 pandemic including without limitation (i) obligation to comply with the legislation enacted or measures taken by the authorities to address the Covid-19 pandemic (including mandatory closures, requisitions, transport limitations, social distancing requirements), (ii) observance of hygiene and security rules and recommendations resulting from the Covid-19 pandemic, (iii) inability to supply or distribute to relevant personnel appropriate personal protective equipment for the tasks to be performed, as a result of shortages of supply resulting from the Covid-19 pandemic, (iv) inability of a Veolia subcontractor or supplier to comply with its obligations for the reasons mentioned above; and to the extent the resulting impediments cannot be reasonably overcome."
- In the event such consequences of the Covid-19 pandemic render Veolia's performance hereunder more onerous than could have been anticipated at the date hereof the parties shall negotiate alternative contractual terms, including for delivery/performance dates or service levels, which reasonably allow for the impact of the consequences of the Covid-19 pandemic referred to hereinabove.
11. **NOTICE.** Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by United States mail or email, to the physical or email address of the party for whom it is intended, or to such other address for either party as the party may by written notice designate.
12. **ASSIGNMENT/SUBCONTRACT.** Neither party hereto shall assign this Agreement or any part thereof or any interest therein without the prior written approval of the other party hereto (except in the event that substantially all of the assets of the Client's facility are sold). Veolia shall have the right to subcontract any portion of the work.
13. **MODIFICATION.** In the event modifications and/or changes are requested by Client after services have been performed, which, modifications and/or changes are through no fault of Veolia, or in the event additional work not covered by the Agreement is requested by Client, Veolia shall have the right to review such requests and notify Client of the effect on price, schedule or any other obligations assumed by Veolia under this Agreement. Subject to the availability of required resources and on a schedule compatible with Veolia's other schedules and commitments, Veolia shall initiate work on any such changes.
14. **DELAYED AGREEMENTS AND INFORMATION.** The performance by Veolia of its obligations under this Agreement is contingent upon the Client performing its obligations in a timely manner and cooperating with Veolia to the extent required for completion of the work. Delays by Client in providing information or approvals, or performing its contractual obligations may result in an adjustment of contract price and schedule.
15. **CONSTRUCTION PHASE.** To the extent the work is related to or followed by construction work by others, Veolia shall not be responsible for the means, methods, techniques, schedule, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for the construction contractor's failure to perform the work in accordance with its contractual requirements. Veolia will not direct, supervise or control the work of Client's contractors or Client's subcontractors.
16. **REPORTS, DOCUMENTS AND INFORMATION.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Veolia, and all related intellectual property rights, shall remain Veolia's property. Veolia grants Client a non-exclusive, non-transferable license to use any such material solely for Client's use of the work. Client shall not disclose any such material to third parties without Veolia's prior written consent.
17. **LIMITED USE OF REPORT.** Any report prepared as part of the work will be prepared solely for the use of Client. Third parties are not to rely upon the report, unless both Veolia and Client consent in writing to such reliance. In the event that Client provides the report to a third party without

Veolia's written consent, Client will indemnify Veolia for any resulting loss or harm.

- 18. DISPOSAL OF CONTAMINATED MATERIAL.** It is understood and agreed that Veolia is not, and has no responsibility as, a generator, operator, owner, treater, or storer of pre-existing substances or wastes found or identified at work sites. Veolia shall not directly or indirectly assume title to such substances or wastes and shall not be liable to third parties alleging that Veolia has or had title to such materials. Client will indemnify and hold harmless Veolia from and against all incurred losses, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from actions brought by third parties alleging or identifying Veolia as a generator, operator, storer, treater or owner of pre-existing substances or wastes found or identified at work sites.
- 19. SUSPENSION OR TERMINATION.** In the event the work is terminated or suspended by Client prior to the completion of the services contemplated hereunder, Veolia shall be paid for: (i) the services rendered to the date of termination or suspension, (ii) the demobilization costs, (iii) the costs incurred with respect to non-cancelable commitments, and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension.
- 20. GOVERNING LAW.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of North Carolina. Any litigation shall be heard in a state or federal court in Wake County, North Carolina.
- 21. HEADINGS AND SEVERABILITY.** Headings preceding the text of enumerated sections are inserted solely for convenience and shall not constitute a part of the Agreement nor affect the meaning, content, effect or construction of this Agreement. Every part, term or provision of this Agreement is severable from all others. Notwithstanding any possible future finding by a duly constituted authority that a particular part, term or provision is invalid, void or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.
- 22. MISCELLANEOUS.** Veolia takes all issues surrounding probity and confidentiality very seriously in all of its dealings with competitors and stakeholders. In this spirit and for the sake of transparency, we inform you that the publicly traded parent company Veolia Environnement S.A., recently acquired a 29.9% interest in Suez S.A ("Suez") and launched a public bid for the remainder of Suez' share capital. Consistent with our commitment to competition law compliance, Veolia will continue to act entirely independent of Suez until all relevant antitrust approvals of Veolia's acquisition of Suez have been obtained and we will of course let you know if this would change before the end of the tender proceedings. Specifically, none of Veolia's representatives sit on the board of Suez, Veolia has no influence over the strategy or operations of Suez, and Veolia has no access to competitively sensitive information about Suez's operations. Accordingly, Veolia's ongoing project to acquire Suez will have no effect on our participation in, or response to, this tender.
- 23. ENTIRE AGREEMENT.** The terms and conditions set forth herein, along with the Quote, constitute the entire Agreement and understanding of the parties relating to the work or services provided by Veolia to Client, and merge and supersede all prior agreements, commitments, representations, writings and discussions between them, and shall be incorporated in all work orders, purchase orders and authorizations unless otherwise so stated by typed or handwritten, but not by pre-printed, words therein. The terms and conditions may be amended only by a written instrument signed by both parties.
- 24. ESCALATION.** If during the performance of the contract, the price of labor, material, freight, and other costs significantly increase, through no fault of Veolia, the price shall be equitably adjusted and subject to escalation. A significant price increase shall mean any price increase from proposal date to material procurement greater than 2.0% from stated prices. Delays and costs associated with a Force Majeure event shall also be equitably adjusted and subject to a change in price and/or schedule. Escalation to be based on cost increases, (without additional profit, overhead or margin) and shall include labor, material, freight, and other costs to Veolia that occur in the specified time period. Any revisions or changes requested by the customer will be priced on a case-by-case basis. Such price increases shall be documented through third party sources.



QUOTE

QUOTE NO. 110623REV2_ELECTRICAL A

DATE: 11.13.23

Veolia Water Technologies, Inc. (dba Kruger)
1500 Garner Road, Suite C
Raleigh, North Carolina 27610 USA
PHONE 888-578-4378 FAX 919-661-4568
EMAIL: usmunicipalsupport@veolia.com

EXPIRATION DATE: 12.24.23

To Trent Hopper
Ocoee WWTP FL
1800 AD Mims Road
Ocoee, FL 34761
1.407.427.3054
Thopper@ocoe.org

FROM: Tony Cook
Customer Solutions Manager - Southeast USA
Mobile: 919.931.9044
Email: tony.cook@veolia.com

SALES PERSON	JOB	PAYMENT TERMS	DELIVERY TERMS	DELIVERY SCHEDULE
AAC	Ocoee WWTP Ditch	30% DOWN AT TIME OF ORDER. Net 30 Days	DDP Prepaid & Add Destination	TBD
QTY	PART NUMBER AND DESCRIPTION		UNIT PRICE	LINE TOTAL
	Electrical Work on Ditch 1 and Ditch 2 (Ending with VFD's on each ditch) SCOPE: 1- Replace/repair broken conduit in ditch 2 under Rotor #1 deck using the same type of PVC Conduit that is existing and existing mounted unistrut. Suppling new S.S. unistrut or reattachment where needed. 2- Rotor 1 Ditch 2--Disconnect motor, Replace the Sealtight and Sealtight connectors and reconnect the motor when ready 3- Rotor2 Ditch 2--Disconnect motor, Replace the Sealtight and Sealtight connectors and reconnect the motor when ready. 4- Rotor 3 Ditch 2-- Rework Existing spare 2"conduit for future Rotor 3. Provide and install J-box at ground level at customer's desired height. Install a new Kill Switch at the handrail next to future Rotor 3. Prep conduit for Rotor 3 Motor and Kill Switch and pull in wire to future motor location and new Control Kill Switch from new J-Box provided. 5- Rotor 1 Ditch 1--Disconnect motor, Replace the Sealtight and Sealtight connectors and reconnect the motor when ready 6- Rotor 2 Ditch 1--Disconnect motor, Replace the Sealtight and Sealtight connectors and reconnect the motor when ready 7- Rotor 3 Ditch 1-- Rework Existing spare 2" conduit for future Rotor 3. Provide and install J-box at ground level at customer's desired height. Install a new Kill Switch at the handrail next to future Rotor 3. Prep conduit for Rotor 3 Motor and Kill Switch and pull in wire to future motor location and new Control Kill Switch from new J-Box provided. NOTE: 1. 30% down at time of Order. NET 30 Days *Confidential, Do not share with third parties*			

	SUBTOTAL	\$130,385.19
	ESTIMATED FREIGHT	If applicable
ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.	SALES TAX	If applicable
PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE,	TOTAL	\$130,385.19
CUSTOMS DUTIES & FEES, START UP SERVICES, APPLICABLE TAXES.		

Quotation 071223 prepared by: Tony Cook

To accept, sign here and return*: _____

Purchase Order Number to reference (Optional): _____

PLEASE NOTE:
A signed Quotation is required to process order.
If you submit a PO, please reference Veolia Water Technologies, Inc. (dba Kruger) Quotation number to process order.

Veolia Water Technologies, Inc (dba Kruger) - The Quote is for Parts Only. The pricing is expressly contingent upon the items in this quotation & are subject the attached Veolia Water Technologies, Inc. (dba Kruger) Standard Terms of Sale for Parts Orders as detailed herein. No additional terms contained within Owner's and/or Engineer's Plans & Specifications shall apply to nor become a part of this Quote.

VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER) - STANDARD TERMS OF SALE - PARTS ORDERS

- 1. APPLICABLE TERMS.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
- 2. PAYMENT.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
- 3. DELIVERY.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are DDP, Prepaid & Add Destination
- 4. OWNERSHIP OF MATERIALS.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
- 5. CHANGES.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
- 6. WARRANTY.** Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. THE WARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE."
- 7. INDEMNITY.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- 8. FORCE MAJEURE.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
- 9. CANCELLATION.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
- 10. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY

CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

11. **MISCELLANEOUS.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions.
12. Veolia takes all issues surrounding probity and confidentiality very seriously in all of its dealings with competitors and stakeholders. In this spirit and for the sake of transparency, we inform you that the publicly traded parent company Veolia Environnement S.A., recently acquired a 29.9% interest in Suez S.A ("Suez") and launched a public bid for the remainder of Suez' share capital. Consistent with our commitment to competition law compliance, Veolia will continue to act entirely independent of Suez until all relevant antitrust approvals of Veolia's acquisition of Suez have been obtained and we will of course let you know if this would change before the end of the tender proceedings. Specifically, none of Veolia's representatives sit on the board of Suez, Veolia has no influence over the strategy or operations of Suez, and Veolia has no access to competitively sensitive information about Suez's operations. Accordingly, Veolia's ongoing project to acquire Suez will have no effect on our participation in, or response to, this tender.

VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER) - STANDARD TERMS OF SALE - SERVICE ORDERS

The terms and conditions set forth below govern all work or services requested by Client as described and set forth in the Quote of Veolia Water Technologies, Inc. ("Veolia") attached hereto. The provisions of said Quote govern the scope of services to be performed, including the time schedule, compensation, and any other special terms.

These terms and conditions shall apply unless expressly stated to the contrary or inconsistent with said Quote.

1. **COMPENSATION.** For services performed on a lump sum basis, Client agrees to compensate Veolia in accordance with the payment schedule (milestone payments or otherwise) specified in the Quote.
2. **INVOICES AND PAYMENT.** Unless otherwise stated in the Quote, invoices will be submitted as work is performed and payment is due within thirty (30) days of the invoice. Payment of invoices shall be in U.S. dollars. Client shall notify Veolia within fifteen (15) days of receipt of invoice of any charges associated with the invoice that Client disputes and contends that Client does not owe to Veolia. If Client so notifies Veolia, and if only a portion of the invoice is disputed, Client shall pay the undisputed portion within thirty (30) days of receipt or such portion shall be deemed delinquent. Any charges disputed by Client in good faith will not be deemed delinquent. However, should Veolia have to resort to legal action to collect disputed charges and Veolia is successful in such action, then Veolia will be entitled to recover its legal fees and expenses and collect interest at the rate of one and one-half (1-1/2%) percent per month on the collected disputed charges beginning thirty (30) days after receipt by Client of the invoice first containing the collected disputed charge. Client will be charged interest at the rate of one and one-half (1-1/2%) percent per month on the unpaid balance on all delinquent invoices. In the event that Client terminates or suspends Veolia's services or work prior to completion, Client shall pay, upon demand by Veolia, all outstanding invoices. Invoices not paid on demand when services are terminated or suspended shall be deemed delinquent. All costs and expenses, including reasonable legal fees and personnel costs incurred by Veolia to collect charges associated with delinquent invoices, or which are in dispute between Client and Veolia, shall be paid by Client. Veolia reserves the right to cease or suspend any or all work or services under this Agreement, upon five (5) days' written notice to Client, in the event Client fails to pay Veolia's invoices to Client when due and payable under this Agreement or if, in the Veolia's reasonable opinion, Client's financial condition or other circumstances reasonably suggest a future inability to pay and, thus, do not warrant Veolia's ongoing performance of its work or services.
3. **INDEPENDENT CONTRACTOR.** Veolia shall be an independent contractor and shall be fully independent in performing the services or work and shall not act or hold itself out as an agent, servant or employee of Client. This paragraph applies equally to Client.
4. **VEOLIA'S LIMITED WARRANTY FOR SERVICES.** The sole and exclusive warranty which Veolia makes with respect to the services is that the same shall be performed in accordance with generally accepted professional practices, and in compliance with the specifications provided to Veolia by Client; but only to the extent disclosed to and accepted by Veolia. Claims for defects, deficiencies, errors or omissions or any other claims for defective services must be made in writing within thirty (30) business days of Client's discovery of such alleged defect, deficiency, error or omission or other claim (including defects that would have been discovered by a reasonably prudent investigation). In the event Veolia's performance of the services or any portion thereof, fails to conform to the above stated limited warranty, Veolia shall expeditiously initiate re-performance of the nonconforming services, or upon the mutual agreement of the parties, refund the amount of compensation paid to Veolia for such nonconforming services.

THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY VEOLIA, AND ARE IN LIEU OF ALL OTHER WARRANTIES. VEOLIA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER STATUTORY, WRITTEN OR ORAL. VEOLIA DISCLAIMS, AND CLIENT WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

5. **CLIENT'S WARRANTY.** Client warrants that a) it will provide to Veolia all available information regarding the site, structures, facilities, buildings and land involved with the work and that such information shall be true and correct; b) that all work (which it performs that is likely to affect Veolia's work, if any) shall be performed in accordance with generally accepted professional practices; c) and it has title to or will provide right of entry or access to all property necessary to perform the work.

6. **INDEMNITY.** Subject to the limitations set forth in Section 8 below, Veolia shall indemnify, defend and hold Client harmless from any claim, cause of action or liability incurred by Client as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Veolia's negligence or willful misconduct. Veolia shall have the sole authority to direct the defense of and settle any indemnified claim. Veolia's indemnification is conditioned on Client (a) promptly notifying Veolia of any claim, and (b) providing reasonable cooperation in the defense of any claim. Subject to the limitations set forth in Section 8 below, Client agrees to indemnify, defend and hold Veolia harmless from and against any claim, cause of action or liability incurred by Veolia as a result of death or bodily injuries to any person, destruction or damage to any tangible property caused by Client's negligence or willful misconduct.
7. **ENVIRONMENTAL INDEMNIFICATION PROVISION.** Client agrees to indemnify, defend, and hold harmless Veolia from and against all losses, liabilities, claims, suits, costs, damages, investigation and clean-up costs, fines, penalties, including reasonable attorneys' fees, resulting from or relating to the actual alleged or threatened discharge, escape or release of toxic, hazardous, offensive, or dangerous materials, substances, chemicals or wastes at, on, into, or from the Property or facilities, except to the extent that any such loss is caused by the negligence or willful misconduct by Veolia or its officers, directors, or employees. This provision shall survive the expiration or termination of this Agreement and the Contract for any reason.
8. **CONSEQUENTIAL DAMAGES/LIMITATION OF LIABILITY.** Neither Party shall be liable to the other for loss of anticipated or actual profit, loss of revenue, loss of use, loss of production, business interruption or any similar damage or for indirect, special, incidental, consequential, exemplary or punitive damages of any kind whether arising in contract, in tort (including negligence), or by operation of law. Veolia's total liability, whether arising from or based upon breach of warranty, breach of contract, tort, including negligence, errors and omissions, strict liability, indemnity or any other cause or basis whatsoever, is expressly limited to the net fee received by Veolia. This provision limiting Veolia's liability shall survive the termination, cancellation or expiration of the Agreement.
9. **INSURANCE.** During the performance or services or work under this Agreement, Veolia will, at its own expense, carry Workers' Compensation Insurance/Employer's Liability Insurance within limits required by law; Commercial General Liability Insurance for bodily injury and for property damage; and Comprehensive Automobile Liability Insurance for bodily injury and property damage. At Client's request, Veolia shall provide a Certificate of Insurance demonstrating Veolia's compliance with this section. Such Certificate of Insurance shall provide that said insurance shall not be reduced in coverage or canceled until at least ten (10) days after written notice has been provided to Client.
10. **FORCE MAJEURE.** Neither party shall be responsible or liable to the other for default or delay in the performance of any of its obligations hereunder (other than the payment of money for services already rendered) caused in whole or in part by strikes or other labor difficulties or disputes; governmental orders or regulations; war, riot, fire, explosion; terrorism, acts of God; extreme weather, storms named by NOAA, or any other causes which are beyond the reasonable control of the respective party. In the event of delay in performance due to any such cause, the time for completion will be extended by a period of time reasonably necessary to overcome the effect of the delay. The party so prevented from complying shall within a reasonable time of its knowledge of the disability advise the other party of the effective cause, the performance suspended or affected and the anticipated length of time during which performance will be prevented or delayed and shall make all reasonable efforts to remove such disability as soon as possible, except for labor disputes, which shall be solely within said party's discretion. The party prevented from complying shall advise the other party when the cause of the delay or default has ended, the number of days which will be reasonably required to compensate for the period of suspension and the date when performance will be resumed. Any additional costs or expenses accruing or arising from the delaying event shall be solely for the account of Client.
- COVID-19:** Veolia shall not be held liable in the event of a non-compliance with its obligations set forth herein to the extent such non-compliance is due to the consequences of the Covid-19 pandemic including without limitation (i) obligation to comply with the legislation enacted or measures taken by the authorities to address the Covid-19 pandemic (including mandatory closures, requisitions, transport limitations, social distancing requirements), (ii) observance of hygiene and security rules and recommendations resulting from the Covid-19 pandemic, (iii) inability to supply or distribute to relevant personnel appropriate personal protective equipment for the tasks to be performed, as a result of shortages of supply resulting from the Covid-19 pandemic, (iv) inability of a Veolia subcontractor or supplier to comply with its obligations for the reasons mentioned above; and to the extent the resulting impediments cannot be reasonably overcome."
- In the event such consequences of the Covid-19 pandemic render Veolia's performance hereunder more onerous than could have been anticipated at the date hereof the parties shall negotiate alternative contractual terms, including for delivery/performance dates or service levels, which reasonably allow for the impact of the consequences of the Covid-19 pandemic referred to hereinabove.
11. **NOTICE.** Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by United States mail or email, to the physical or email address of the party for whom it is intended, or to such other address for either party as the party may by written notice designate.
12. **ASSIGNMENT/SUBCONTRACT.** Neither party hereto shall assign this Agreement or any part thereof or any interest therein without the prior written approval of the other party hereto (except in the event that substantially all of the assets of the Client's facility are sold). Veolia shall have the right to subcontract any portion of the work.
13. **MODIFICATION.** In the event modifications and/or changes are requested by Client after services have been performed, which, modifications and/or changes are through no fault of Veolia, or in the event additional work not covered by the Agreement is requested by Client, Veolia shall have the right to review such requests and notify Client of the effect on price, schedule or any other obligations assumed by Veolia under this Agreement. Subject to the availability of required resources and on a schedule compatible with Veolia's other schedules and commitments, Veolia shall initiate work on any such changes.
14. **DELAYED AGREEMENTS AND INFORMATION.** The performance by Veolia of its obligations under this Agreement is contingent upon the Client performing its obligations in a timely manner and cooperating with Veolia to the extent required for completion of the work. Delays by Client in providing information or approvals, or performing its contractual obligations may result in an adjustment of contract price and schedule.
15. **CONSTRUCTION PHASE.** To the extent the work is related to or followed by construction work by others, Veolia shall not be responsible for the means, methods, techniques, schedule, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for the construction contractor's failure to perform the work in accordance with its contractual requirements. Veolia will not direct, supervise or control the work of Client's contractors or Client's subcontractors.

- 16. REPORTS, DOCUMENTS AND INFORMATION.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Veolia, and all related intellectual property rights, shall remain Veolia's property. Veolia grants Client a non-exclusive, non-transferable license to use any such material solely for Client's use of the work. Client shall not disclose any such material to third parties without Veolia's prior written consent.
- 17. LIMITED USE OF REPORT.** Any report prepared as part of the work will be prepared solely for the use of Client. Third parties are not to rely upon the report, unless both Veolia and Client consent in writing to such reliance. In the event that Client provides the report to a third party without Veolia's written consent, Client will indemnify Veolia for any resulting loss or harm.
- 18. DISPOSAL OF CONTAMINATED MATERIAL.** It is understood and agreed that Veolia is not, and has no responsibility as, a generator, operator, owner, treater, or storer of pre-existing substances or wastes found or identified at work sites. Veolia shall not directly or indirectly assume title to such substances or wastes and shall not be liable to third parties alleging that Veolia has or had title to such materials. Client will indemnify and hold harmless Veolia from and against all incurred losses, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from actions brought by third parties alleging or identifying Veolia as a generator, operator, storer, treater or owner of pre-existing substances or wastes found or identified at work sites.
- 19. SUSPENSION OR TERMINATION.** In the event the work is terminated or suspended by Client prior to the completion of the services contemplated hereunder, Veolia shall be paid for: (i) the services rendered to the date of termination or suspension, (ii) the demobilization costs, (iii) the costs incurred with respect to non-cancelable commitments, and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension.
- 20. GOVERNING LAW.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of North Carolina. Any litigation shall be heard in a state or federal court in Wake County, North Carolina.
- 21. HEADINGS AND SEVERABILITY.** Headings preceding the text of enumerated sections are inserted solely for convenience and shall not constitute a part of the Agreement nor affect the meaning, content, effect or construction of this Agreement. Every part, term or provision of this Agreement is severable from all others. Notwithstanding any possible future finding by a duly constituted authority that a particular part, term or provision is invalid, void or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.
- 22. MISCELLANEOUS.** Veolia takes all issues surrounding probity and confidentiality very seriously in all of its dealings with competitors and stakeholders. In this spirit and for the sake of transparency, we inform you that the publicly traded parent company Veolia Environnement S.A., recently acquired a 29.9% interest in Suez S.A. ("Suez") and launched a public bid for the remainder of Suez' share capital. Consistent with our commitment to competition law compliance, Veolia will continue to act entirely independent of Suez until all relevant antitrust approvals of Veolia's acquisition of Suez have been obtained and we will of course let you know if this would change before the end of the tender proceedings. Specifically, none of Veolia's representatives sit on the board of Suez, Veolia has no influence over the strategy or operations of Suez, and Veolia has no access to competitively sensitive information about Suez's operations. Accordingly, Veolia's ongoing project to acquire Suez will have no effect on our participation in, or response to, this tender.
- 23. ENTIRE AGREEMENT.** The terms and conditions set forth herein, along with the Quote, constitute the entire Agreement and understanding of the parties relating to the work or services provided by Veolia to Client, and merge and supersede all prior agreements, commitments, representations, writings and discussions between them, and shall be incorporated in all work orders, purchase orders and authorizations unless otherwise so stated by typed or handwritten, but not by pre-printed, words therein. The terms and conditions may be amended only by a written instrument signed by both parties.
- 24. ESCALATION.** If during the performance of the contract, the price of labor, material, freight, and other costs significantly increase, through no fault of Veolia, the price shall be equitably adjusted and subject to escalation. A significant price increase shall mean any price increase from proposal date to material procurement greater than 2.0% from stated prices. Delays and costs associated with a Force Majeure event shall also be equitably adjusted and subject to a change in price and/or schedule. Escalation to be based on cost increases, (without additional profit, overhead or margin) and shall include labor, material, freight, and other costs to Veolia that occur in the specified time period. Any revisions or changes requested by the customer will be priced on a case-by-case basis. Such price increases shall be documented through third party sources.

STAFF REPORT

Meeting Date: December 5, 2023
Item #: 24

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of 429 Business Center Phase II East Large Scale Final Site Plan and Development Agreement - Project No. LS-2022-014. (Zoning Manager Whitfield)

Background Summary:

The property is located on the east side of the canal and west side of Ocoee Apopka Road, approximately 1,275 feet north of the intersection of Palm Drive and Ocoee Apopka Road. The property consists of approximately 11.23 acres of undeveloped land and is within Commission District 3, the SR 429 Overlay District Business Center Character Area, and the Wekiva Study Area. The table below lists the future land use designations, zoning classifications, and existing land uses of the surrounding parcels.

Direction	Future Land Use	Zoning Classification	Existing Land Use
North	Light Industrial	I-1	Vacant
South	Commercial	R-1A & County A-2	Stormwater pond & Residential
East	Commercial & Low Density Residential	C-1, R-1AAA & County A-1	Vacant and Office
West	Light Industrial	I-1 & County R-1A	Vacant

On September 20, 2022, the City approved the Large-Scale Preliminary Site Plan for the 429 Business Center Phase II - East Development, which consists of 126,809 SF of light industrial and flex warehouse space comprised of two (2) 45,190 SF buildings in the rear and one (1) 36,429 SF building in the front facing Ocoee Apopka Road. The 429 Business Center Phase II East Development is part of a larger development, which includes the 429 Business Center Phase II - West Development located on the west side of the canal.

The site will have two (2) access points. One access point is via a new east-west road along the north side of the subject property, connecting to Ocoee Apopka Road. This new roadway consists of a 50-foot right-of-way, to be designed and constructed to City standards and dedicated to the City. It is consistent with the transportation vision for the Business Character District and will also provide transportation access to the adjacent 429 Business Center Phase II West. The second access point will be directly off of Ocoee Apopka Road near the southern portion of the site.

Stormwater will be provided on-site at the rear of the property adjacent to the canal, and water and sewer

utility services will be provided by the City.

Approval of this final site plan is in conjunction with a Development Agreement.

Issue:

Should the Honorable Mayor and City Commissioners approve the Large-Scale Final Site Plan for the 429 Business Center Phase II East Development located at 450 Ocoee Apopka Road, assigned parcel ID number 18-22-28-0000-00-006?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the Large Scale Final Site Plan for the 429 Business Center Phase II East Development, located at 450 Ocoee Apopka Road and assigned parcel ID number 18-22-28-0000-00-006, and execute the associated Development Agreement.

Attachments:

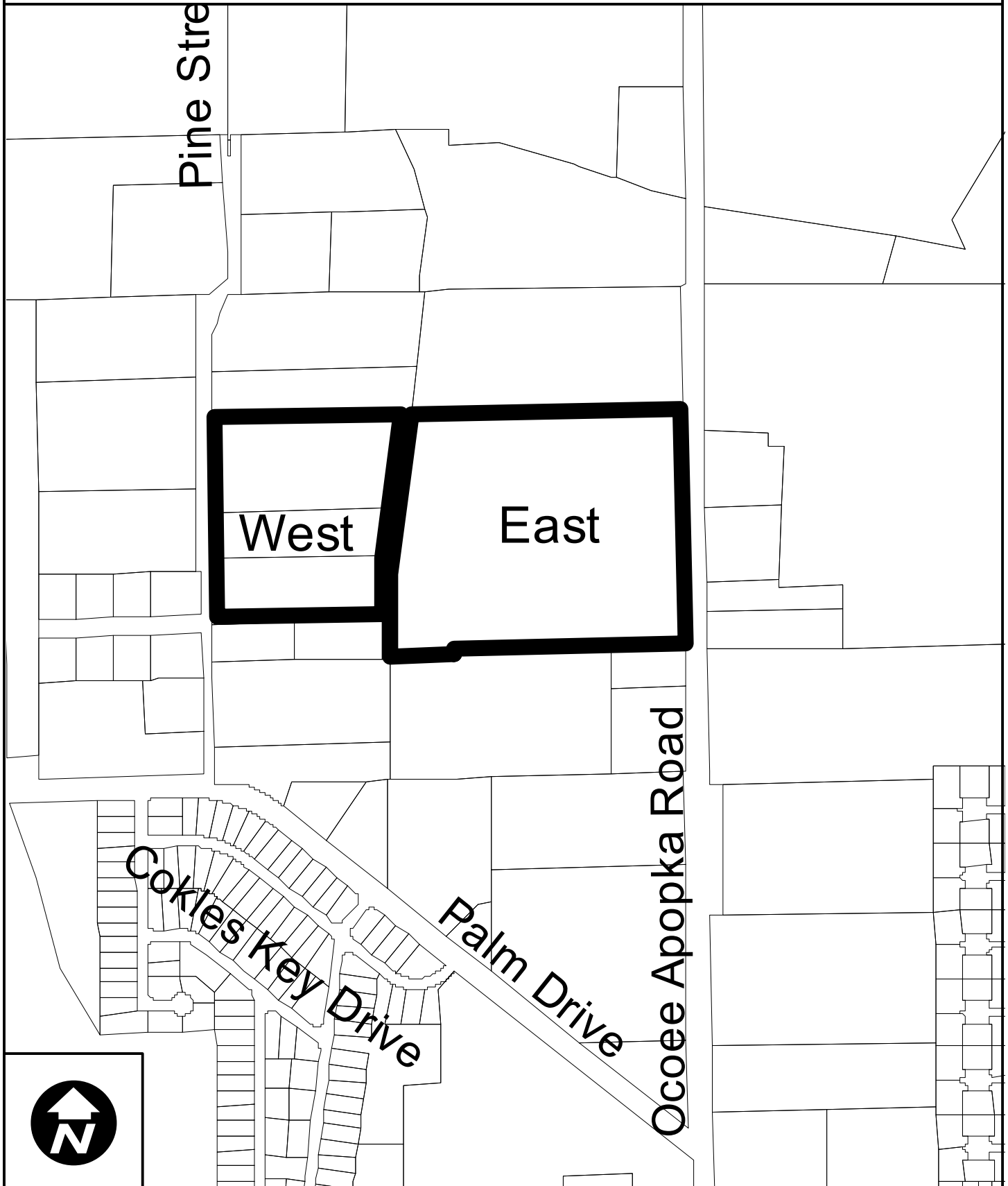
1. Location Map
2. Aerial 429 Center East
3. East Zoning Map
4. Civil Plans
5. Landscape Plans
6. Building Elevations
7. 429 Business Center Ph II East DevAgreement(1537881491.6)

Financial Impacts:

None

Type of Item: Consent

429 Business Center Phase II East & West Location Map





429 Business Center Phase II East Surrounding Zoning Map



Development Services
Department

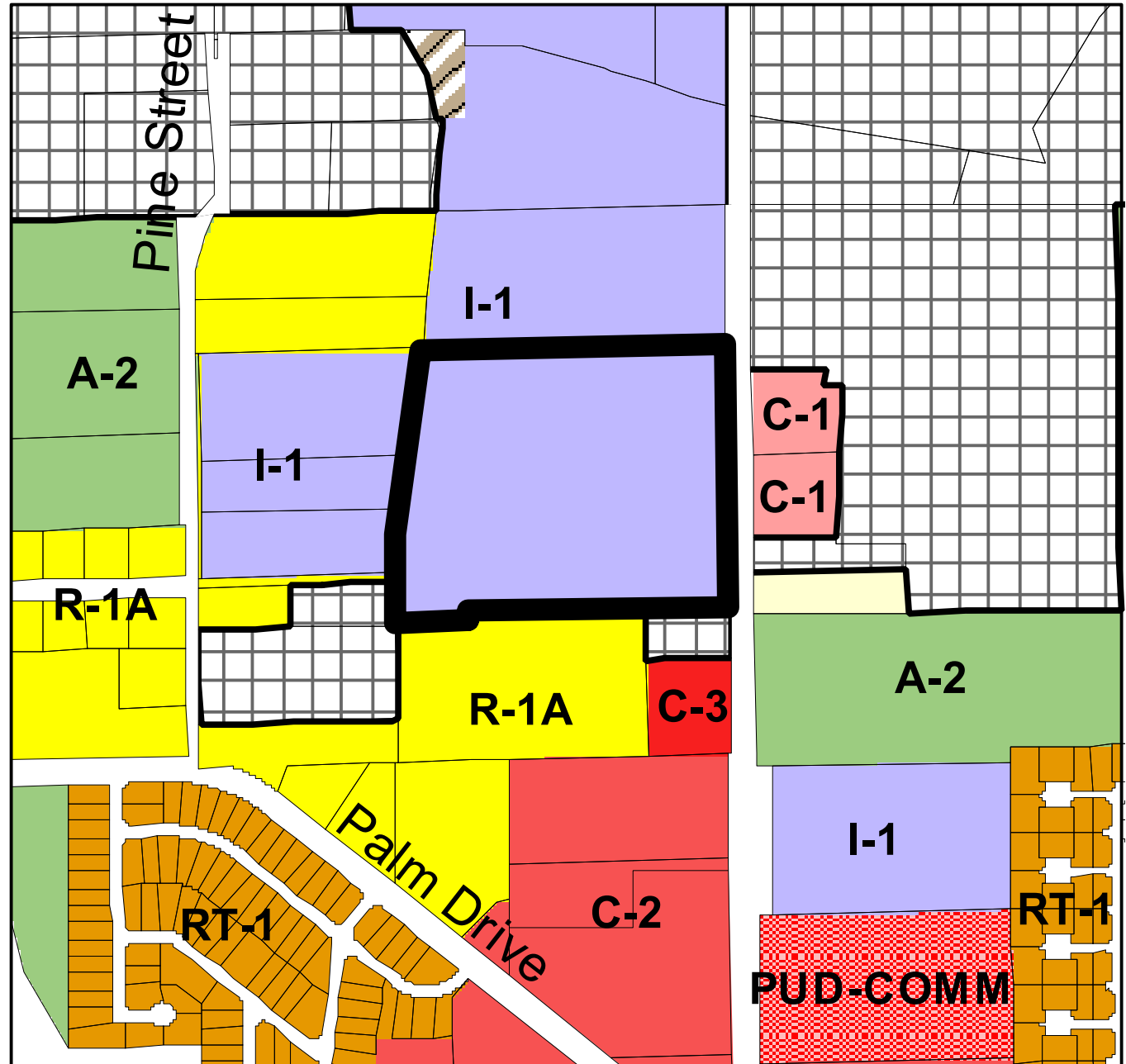
0 90 180 360
Feet

Created: September 2022

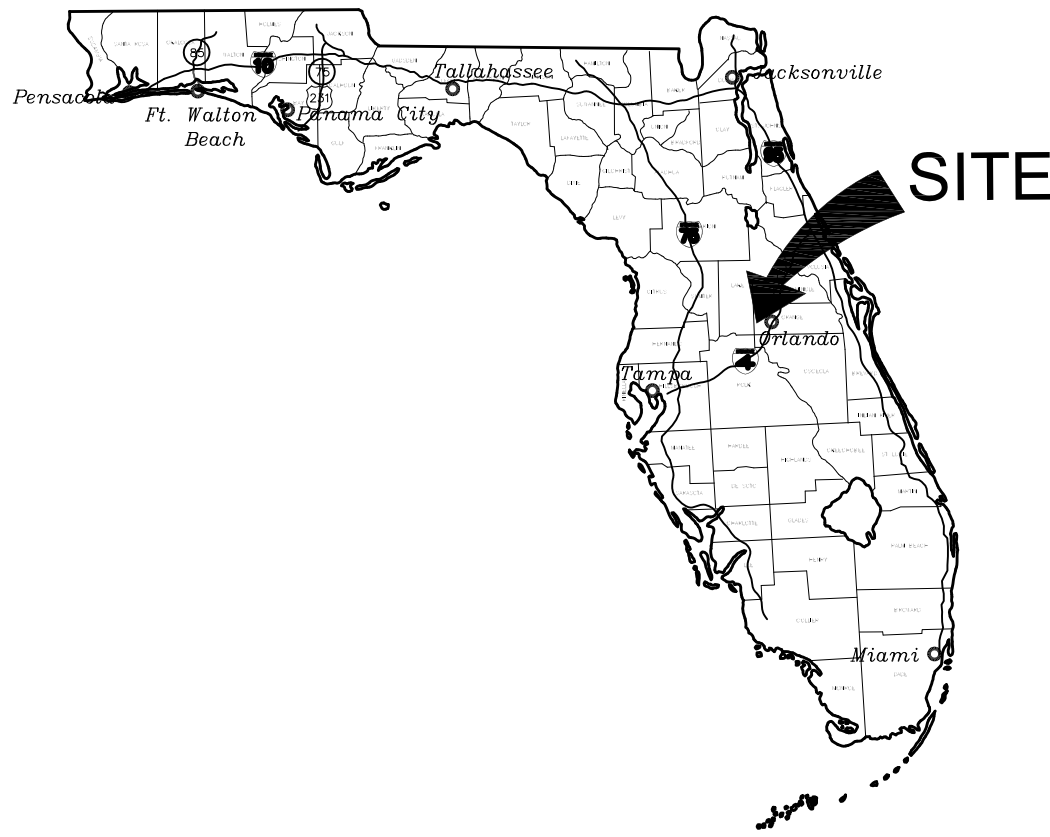
 Subject Property

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



429 BUSINESS CENTER PHASE II EAST
OCOOE, FLORIDA
LARGE SCALE FINAL SITE PLAN
AUGUST 2023



PARCEL ID:
18-22-28-0000-00-006

CONTACT INFORMATION:

DEVELOPER:
TSG DEVELOPMENT, INC.
MR. J. WILSON MCDOWELL
250 S. ORANGE AVEUNE
SUITE 700P
ORLANDO, FL 32801
TEL: 407-930-1801
E-MAIL: WILSON.MCDOWELL@AM.JLL.COM

SURVEYOR:
BENCHMARK SURVEYING & MAPPING, INC.
3110 RED FOX RUN
KISSIMMEE, FL 34746
TEL: 407.654.6183
ATTN: BILLY JOE JENKINS, JR. P.S.M.
EMAIL: JOE@BENCHMARKSURVEYINGANDMAPPING.COM

ARCHITECT:
C4 ARCHITECTURE
CLARK STRANAHAN
135 W CENTRAL BLVD, SUITE 340
ORLANDO, FL 32801
TEL: 407-221-7864
E-MAIL: CSTRANAHAN@C4ARCHITECTURE.COM

ENGINEER:
KLIMA WEEKS CIVIL ENGINEERING, INC.
SELBY G. WEEKS, P.E., LEED AP
385 DOUGLAS AVE., STE. 2100
ALTAMONTE SPRINGS, FL 32714
TEL: 407.478.8750
FAX: 407.478.8749
E-MAIL: SWEEEKS@KLIMAWEEKS.COM

LANDSCAPE ARCHITECT:
BONNET DESIGN GROUP, LLC
TODD W. BONNET, RLA
400 S. ORLANDO AVENUE, SUITE 201
MAITLAND, FL 32751
TEL: 407-622-1588
E-MAIL: TODD@BONNETDESIGNGROUP.COM

GEOTECHNICAL ENGINEER:
ARDAMAN & ASSOCIATES, INC.
8008 S. ORANGE AVENUE
ORLANDO, FL 32809
TEL: 407-855-3860
FAX: 407-859-8121
ATTN: CHUCK CUNNINGHAM, P.E.
E-MAIL: CCUNNINGHAM@ARDAMAN.COM

TRAFFIC ENGINEER:
TRAFFIC PLANNING AND DESIGN, INC.
TURGUT DERSH, P.E., PRESIDENT
535 VERSAILLES DRIVE
MAITLAND, FL 32751
TEL: 407-628-9955
E-MAIL: TURGUT@TPDTRAFFIC.COM

WATER/SEWER/RECLAIM:
CITY OF OCOEE
1800 A. D. MIMS ROAD
OCOOE, FL 34761
TEL: 407-905-3159
FAX: 407-877-5899
ATTN: JAMIE CROTEAU
UTILITIES DIRECTOR

FIRE & RESCUE DEPARTMENT:
CITY OF OCOEE
583 S. BLUFORD AVE.
OCOOE, FL 34761
TEL: 407-905-3140
FAX: 407-905-3129
ATTN: JOHN MILLER
FIRE CHIEF

CITY OF OCOEE
PLANNING, ZONING AND DEVELOPMENT DEPT.
1 N. BLUFORD AVENUE
OCOOE, FL 34761
TEL: 407-905-3157
FAX: 407-905-3158
ATTN: MICHAEL RUMER
DEVELOPMENT SERVICES DIRECTOR

ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
601 S. LAKE DESTINY ROAD,
SUITE 200
MAITLAND, FL 32751
TEL: 407-659-4800

SHEET INDEX:

C000	COVER SHEET
S1	BOUNDARY & TOPOGRAPHIC SURVEY
S2	BOUNDARY & TOPOGRAPHIC SURVEY
C001	GENERAL NOTES
C100	SITE PLAN
C200	EROSION CONTROL & DEMOLITION PLAN
C300	GEOMETRY, STRIPING & SIGNAGE PLAN
C400	GRADING & DRAINAGE PLAN
C401	GRADING & DRAINAGE PLAN
C402	ROADWAY CROSS SECTIONS
C403	ROADWAY CROSS SECTIONS
C500	UTILITY PLAN
C501	UTILITY PLAN AND PROFILE
C502	UTILITY PLAN AND PROFILE
C600	SITE DETAILS
C700	DRAINAGE DETAILS
C800	WATER & SANITARY DETAILS
C801	WATER & SANITARY DETAILS
C802	WATER & SANITARY DETAILS
C803	LIFT STATION DETAILS
L101	LANDSCAPE PLAN
L102	LANDSCAPE NOTES & DETAILS
L201	IRRIGATION PLAN
L202	IRRIGATION NOTES & DETAILS
A101	ARCHITECTURAL SITE PLAN AND DUMPSTER DETAILS
A102	ARCHITECTURAL SITE PLAN AND DUMPSTER DETAILS
A401	BUILDING 300 ELEVATIONS
A402	BUILDING 400 ELEVATIONS
A403	BUILDING 500 ELEVATIONS
E201	SITE LIGHTING PHOTOMETRICS
E202	PHOTOMETRIC CUT SHEETS
E203	PHOTOMETRIC CUT SHEETS
E204	PHOTOMETRIC CUT SHEETS

ADDRESS:

450 OCOEE APOPKA ROAD, OCOEE, FL 34761

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; RUN SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 SECTION LINE A DISTANCE OF 323.07 FEET, THENCE SOUTH 89°27'38" WEST A DISTANCE OF 30.00 FEET FOR THE POINT OF BEGINNING. THENCE FROM THE POINT OF BEGINNING, RUN SOUTH ALONG THE WESTERLY RIGHT OF WAY LINE OF OCOEE-APOPKA ROAD, A DISTANCE OF 633.65 FEET, THENCE RUN WEST A DISTANCE OF 614.79 FEET, THENCE RUN SOUTH 0°17'14" WEST A DISTANCE OF 20.86 FEET, THENCE RUN SOUTH 89°14'12" WEST A DISTANCE OF 176.20 FEET, THENCE RUN NORTH 0°50' EAST A DISTANCE OF 212.34 FEET, THENCE RUN NORTH 08°26'50" EAST A DISTANCE OF 318.92 FEET; THENCE RUN NORTH 05°52'50" EAST 122.76 FEET, THENCE RUN NORTH 89°27'38" EAST A DISTANCE OF 731.26 FEET TO THE POINT OF BEGINNING.

ZONING AND FUTURE LAND USE:

ZONING: (I-1) (RESTRICTIVE MANUFACTURING & WAREHOUSING)
EXISTING USE: VACANT LOT

PROPOSED USE: OFFICES & WAREHOUSE
FUTURE LAND USE: (U) LIGHT INDUSTRIAL

CHARACTER AND INTENDED USE:

THE PROPOSED CONSTRUCTION CONSISTS OF THREE SINGLE STORY WAREHOUSE BUILDINGS, TOTALING 126,809 SF, PARKING LOTS, ASSOCIATED WATER, SEWER AND STORMWATER.

FLOOD ZONE:

SUBJECT PROPERTY LIES WITHIN ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND ZONE AE, AND AREA WHERE BASE FLOOD ELEVATIONS ARE DETERMINED (114') ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 12095C0210H, DATED SEPTEMBER 24, 2021.



Digitally signed by Selby G Weeks
DN: cn=Selby G Weeks,
o=Klima Weeks Civil Engineering, c=US
Reason: This item has been digitally signed and
sealed by Selby G. Weeks, P.E. on the date adjacent
to the line. Printed copies of this document are not
valid.

385 DOUGLAS AVENUE, STE 2100
ALTAMONTE SPRINGS, FL 32714
TELEPHONE 407.478.8750
FACSIMILE 407.478.8749
WWW.KLIMAWEEKS.COM

Klima Weeks
CIVIL ENGINEERING

revision	description	date
△	AGENCY COMMENTS	03.20.23
△	SJRWMD PAC	04.21.23
△	AGENCY COMMENTS	06.30.23
△	CITY COMMENTS	07.27.23
△		
△		
△		

drawn by: JD

checked by: SW

date: 08/05/2022

plot scale: AS SHOWN

project number: 21TSGD001

file name: C:\cs2-NOTES-EAST-21TSGD001.DWG

GENERAL NOTES

- CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION ACTIVITY FOR DIG PERMITS, ELECTRICAL PERMITS OR OTHER PERMITS AS APPLICABLE. CONTRACTOR IS ALSO TO COORDINATE FULLY WITH UTILITY COMPANIES ON EXACT LOCATION OF UNDERGROUND UTILITIES AND ANY UTILITY ADJUSTMENT REQUIRED. UTILITY COMPANIES SHALL BE NOTIFIED A MINIMUM OF THREE WORKING DAYS PRIOR TO EXCAVATION.
- THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS WERE DEPICTED FROM ACTUAL FIELD MEASUREMENTS AND/OR DERIVED FROM RECORD DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM THE LOCATION OF EXISTING UTILITIES TO DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED CONSTRUCTION AND TO COORDINATE WITH THE UTILITY OWNERS TO RESOLVE THESE CONFLICTS.
- THE SUBSURFACE INFORMATION FOR THIS PROJECT WAS OBTAINED FOR DESIGN PURPOSES AND MAY NOT BE AN ADEQUATE REPRESENTATION OF ACTUAL CONDITIONS FOR PROJECT CONSTRUCTION. INFORMATION SHOWN, INCLUDING WATER LEVELS, REPRESENTS EXISTING CONDITIONS AT THE SPECIFIC BORING LOCATIONS AT THE TIME THE BORINGS WERE MADE.
- ANY DIFFERING SITE CONDITIONS FROM THAT WHICH IS REPRESENTED HEREON, WHETHER ABOVE, ON OR BELOW THE SURFACE OF THE GROUND, SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER, IN WRITING, WITHIN 48 HOURS OF DISCOVERY. NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR DUE TO SUCH DIFFERING CONDITIONS WILL BE ALLOWED IF HE OR SHE FAILS TO PROVIDE THE WRITTEN NOTIFICATION.
- ALL MATERIALS, INSTALLATION AND TESTING SHALL BE IN ACCORDANCE WITH THE CITY OF OCOEE, ORANGE COUNTY, AND FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. WHERE THE SPECIFICATIONS CONFLICT, THE MORE STRINGENT SPECIFICATION SHALL APPLY, AS DETERMINED BY THE ENGINEER-OF-RECORD OR THE CITY ENGINEER.
- THE CONTRACTOR SHALL PROVIDE ALL SHEETING, SHORING AND BRACING REQUIRED TO PROTECT ADJACENT STRUCTURES AND UTILITIES OR MINIMIZE TRENCH WIDTH AS REQUIRED. SHEETING AND SHORING SHALL BE DESIGNED BY A STATE OF FLORIDA PROFESSIONAL ENGINEER RETAINED BY THE CONTRACTOR.
- THE CONTRACTOR SHALL ENSURE THAT ALL REQUIRED CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCING WORK.
- ALL DEBRIS AND WASTE MATERIALS GENERATED BY DEMOLITION OR SUBSEQUENT CONSTRUCTION ACTIVITIES SHALL BE DISPOSED OFF-SITE IN A LEGAL MANNER AT AN APPROVED DISPOSAL FACILITY. THE CONTRACTOR SHALL OBTAIN ANY AND ALL PERMITS REQUIRED FOR DEMOLITION, CONSTRUCTION WORK AND HAULING WASTE MATERIAL. ALL ASSOCIATED COSTS AND PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ANY PUBLIC LAND CORNER, WITHIN THE LIMITS OF CONSTRUCTION, IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING ALTERED AND HAS NOT YET BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER WITHOUT DELAY.
- COORDINATE VALUES ARE BASED ON A LOCAL GRID ESTABLISHED BY THE SURVEY.
- ALL REFERENCES TO PROPOSED CONSTRUCTION INDICATES CONSTRUCTION INCLUDED IN THIS CONTRACT.
- ALL PIPING TO HAVE A MINIMUM OF THREE (3) FEET COVER UNLESS OTHERWISE NOTED ON PLANS.
- THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY STRIPING, TRAFFIC CONTROL AND SAFETY DEVICES IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," LATEST EDITION, AND THE LATEST FLORIDA DEPARTMENT OF TRANSPORTATION FY 2021-22 STANDARD PLANS.
- MAINTENANCE OF TRAFFIC: ACCESS FOR LOCAL TRAFFIC SHALL BE MAINTAINED. IF, DURING CONSTRUCTION, ACCESS FOR LOCAL TRAFFIC IS CHANGED, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE JURISDICTIONAL AGENCY A MINIMUM OF THREE (3) WORKING DAYS IN ADVANCE. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH INDEX NO. 102 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION FY 2022-23 STANDARD PLANS.
- REFER TO FDOT ROADWAY AND TRAFFIC DESIGN (FY 2022-23) STANDARDS FOR THE FOLLOWING:

A. TYPE "c" INLET (INDEX No. 425-052)

B. CURB RAMP (INDEX No. 522-002)

C. CURB TRANSITION (INDEX No. 520-001)

D. CONCRETE BUMPER GUARD (INDEX No. 520-001)

E. CROSSWALK, STOP BAR (INDEX No. 711-001)

F. PAVEMENT ARROWS (INDEX No. 711-001)

G. STRUCTURE BOTTOMS TYPE "J" AND "T" (INDEX No. 425-010)

H. SUPPLEMENTARY DETAILS FOR MANHOLES AND INLETS (INDEX No. 425-001)

I. CONCRETE SIDEWALK (INDEX No. 522-001)

J. TYPE "D" CURB (INDEX No. 520-001)

K. TYPE "F" CURB & GUTTER (INDEX No. 520-001)

L. VALLEY GUTTER (INDEX No. 520-001)

M. TL-3 GUARDRAIL (INDEX No. 536-001)

(ALL NUMBERS REFERENCED ARE PER FDOT STANDARD PLAN INDEX)
- AS-BUILT DRAWINGS, SIGNED AND SEALED BY A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA, SHALL BE PROVIDED PER THE PROJECT SPECIFICATIONS AND CITY OF OCOEE REQUIREMENTS, AND SHALL BE SUBMITTED TO THE CITY IN ACCORDANCE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARDS MANUAL IN THE FOLLOWING FORMATS:

A. 1 PDF COPY

B. CAD COPY DRAWN IN STATE PLANE COORDINATES

AS-BUILT DRAWINGS MUST ALSO COMPLY WITH ORANGE COUNTY, FDOT AND SJRWMD REQUIREMENTS.
- ALL SIGNAGE FOR THE PROJECT SHALL COMPLY WITH THE ADOPTED CITY OF OCOEE SIGNAGE REGULATIONS.
- THE MOST STRINGENT STANDARDS BETWEEN THE CITY STANDARDS AND THE STANDARDS SET FORTH IN THESE GENERAL NOTES SHOULD BE FOLLOWED.
- ALL FINISHED FLOOR ELEVATIONS WILL EXCEED THE 100-YEAR FLOODPLAIN BY A MINIMUM OF TWO FEET (2').
- DETECTABLE WARNING SURFACE WILL BE REQUIRED AT ALL PLACES WHERE PEDESTRIAN PATH MEETS VEHICULAR PATH.

EROSION CONTROL NOTES

- ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO STANDARDS OF OCOEE, FLORIDA, ORANGE COUNTY AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
- EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO, OR AS THE FIRST STEP IN, CONSTRUCTION. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTATION OF SILT OFF THE SITE.
- SOIL MATERIALS FROM WORK ON THIS PROJECT SHALL BE CONTAINED AND NOT ALLOWED TO COLLECT ON ANY OFF-PERIMETER AREAS OR IN WATERWAYS. THESE INCLUDE BOTH NATURAL AND MAN-MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES AND PONDS.
- DAILY INSPECTIONS SHALL BE MADE BY THE CONTRACTOR TO DETERMINE THE EFFECTIVENESS OF EROSION/SEDIMENT CONTROL EFFORTS. ANY NECESSARY REMEDIES SHALL BE PERFORMED WITHOUT DELAY.
- ALL MUD, DIRT, OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING PUBLIC OR PRIVATE ROADS AND FACILITIES FROM THIS SITE, DUE TO CONSTRUCTION, SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
- ALL PERMANENT EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS AND ANY DISTURBED LAND AREAS SHALL BE COMPLETED WITHIN 15 CALENDAR DAYS AFTER FINAL GRADING.
- ALL TEMPORARY PROTECTION SHALL BE MAINTAINED UNTIL PERMANENT MEASURES ARE IN PLACE AND ESTABLISHED.
- THE EROSION CONTROL MEASURES ARE INTENDED AS MINIMUM STANDARDS. ANY EROSION CONTROL REQUIRED BEYOND THAT SPECIFIED SHALL BE CONSIDERED AS INCLUDED WITHIN THIS CONTRACT.

DEMOLITION NOTES:

- UTILITY LINES, CONDUITS, & STRUCTURES WITHIN EXISTING EASEMENTS SHALL BE LOCATED AND PROTECTED THROUGHOUT CONSTRUCTION UNLESS SPECIFICALLY NOTED FOR RELOCATION OR REMOVAL.
- UTILITY LINES, CONDUITS, & STRUCTURES WITHIN NEW BUILDING AREA SHALL BE DEMOLISHED, REMOVED FROM SITE, AND DISPOSED IN AN APPROVED WASTE DISPOSAL AREA.
- "BUILDING AREAS" SHALL BE CLEANED OF ALL EXISTING PAVEMENT, BUILDING SLABS, FOOTINGS, FOUNDATIONS, UTILITIES AND SEWERS. NO EXISTING IMPROVEMENTS SHALL BE LEFT UNDER PROPOSED BUILDING AREAS.
- ALL AREAS WHERE PAVEMENT, BUILDING SLABS, FOUNDATIONS, UTILITIES, CONDUITS, AND/OR UTILITY STRUCTURES HAVE BEEN REMOVED SHALL BE BACK FILLED WITH SELECT BACK FILL MATERIAL. ALL SELECT BACK FILL MATERIAL SHALL BE PLACED AND COMPACTED PER THE REQUIREMENTS OF THE SPECIFICATIONS AND THE ON-SITE GEOTECHNICAL ENGINEER.
- CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION ACTIVITY FOR DIG PERMITS, ELECTRICAL PERMITS OR OTHER PERMITS AS APPLICABLE.
- CONTRACTOR IS TO COORDINATE FULLY WITH UTILITY COMPANIES ON EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION. ALL DEBRIS AND WASTE MATERIALS GENERATED BY DEMOLITION OR SUBSEQUENT CONSTRUCTION ACTIVITIES SHALL BE DISPOSED OFF-SITE IN A LEGAL MANNER AT AN APPROVED DISPOSAL FACILITY.
- THE CONTRACTOR SHALL OBTAIN ANY AND ALL PERMITS REQUIRED FOR DEMOLITION, CONSTRUCTION WORK AND HAULING WASTE MATERIAL. ALL ASSOCIATED COSTS AND PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ASPHALT RESURFACING AND STRIPING TO ALL EXISTING ROADS WHICH ARE DAMAGED DURING CONSTRUCTION. ALL REPAIRS TO BE MADE IN ACCORDANCE WITH FDOT REQUIREMENTS.
- ANY ENCOUNTERED CONTAMINATED MATERIALS SHALL BE DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS.
- THE CONTRACTOR IS ADVISED THAT UNCHARTED UTILITIES MAY BE FOUND TO EXIST WITHIN THE CONSTRUCTION AREA AND THAT CONSTRUCTION OPERATIONS SHOULD BE CONDUCTED WITH CAUTION.
- ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN REASONABLY GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
- IN THE EVENT OF EXCESSIVE OFF-SITE TRACKING, THE CONTRACTOR WILL BE OBLIGATED TO INSTALL ADDITIONAL MEASURES.

GEOMETRY NOTES:

- THREE (3) FOOT CURB TRANSITION SHALL BE PROVIDED AT ALL CURB TERMINATIONS EXCEPT WHERE CURB ABUTS RAISED WALK.
- POINTS SHOWN ON THE PLANS HAVE BEEN SET AT FACE OF CURB, PC, PT, CURB MIDPOINT AND INTERSECTIONS LOCATIONS. POINTS SHOWN ON UTILITY & STORM STRUCTURES ARE AT THE CENTER OF THE STRUCTURE.
- REFER TO GRADING PLANS FOR LIMITS OF FLUSH AND RAISED CONCRETE WALKS. DISPOSITION OF WALK/ASPHALT INTERFACE IS PROVIDED BY SPOT ELEVATIONS.

UTILITY NOTES:

- ALL WATER & WASTEWATER MAIN MATERIALS AND APPURTENANCES SHALL CONFORM TO AND SHALL BE INSTALLED, TESTED AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF OCOEE UTILITIES AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
- HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

A. WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE (3) FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER, REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

B. WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN (10) FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.

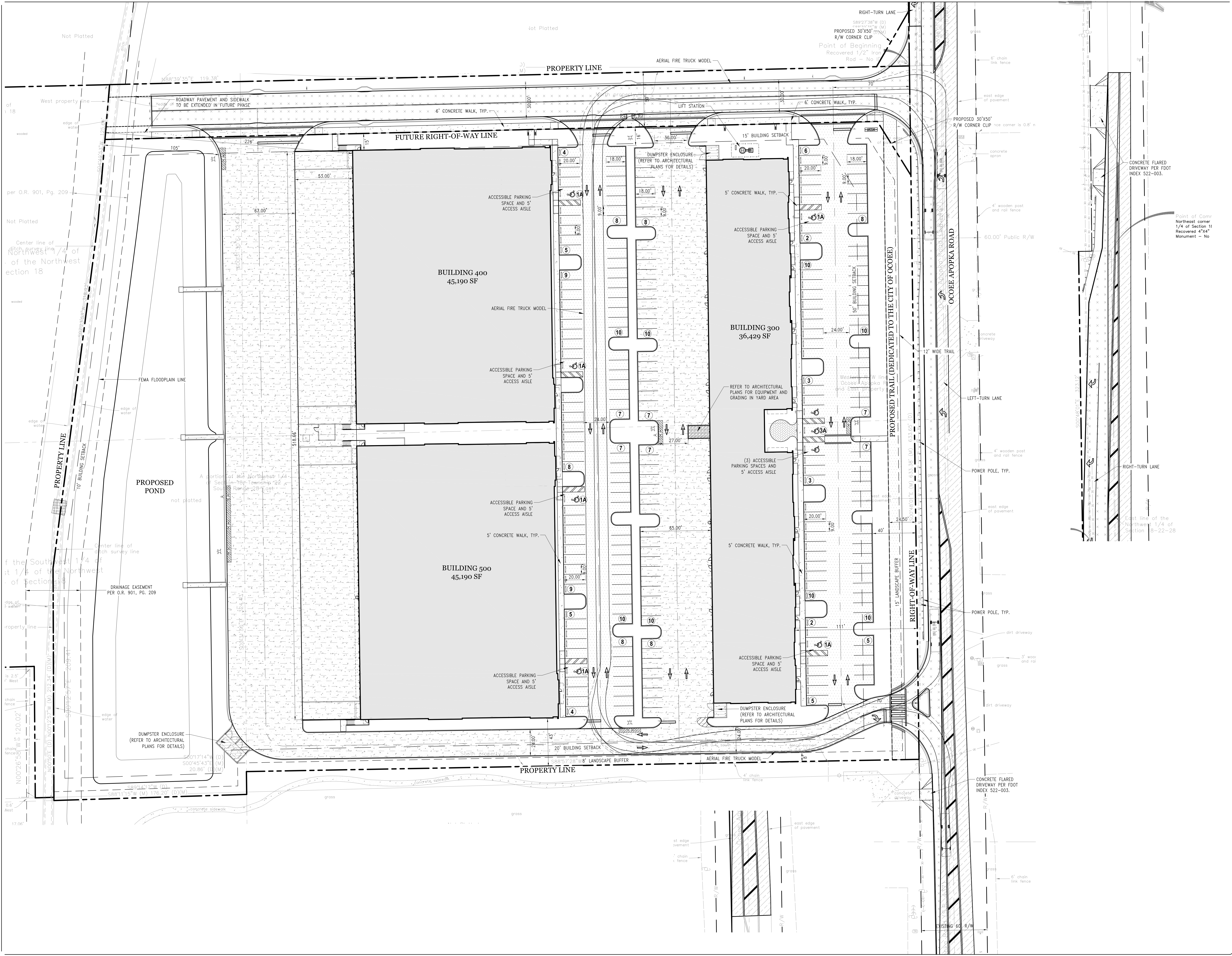
C. WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN (10) FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE (3) FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX (6) INCHES ABOVE THE TOP OF THE SEWER.

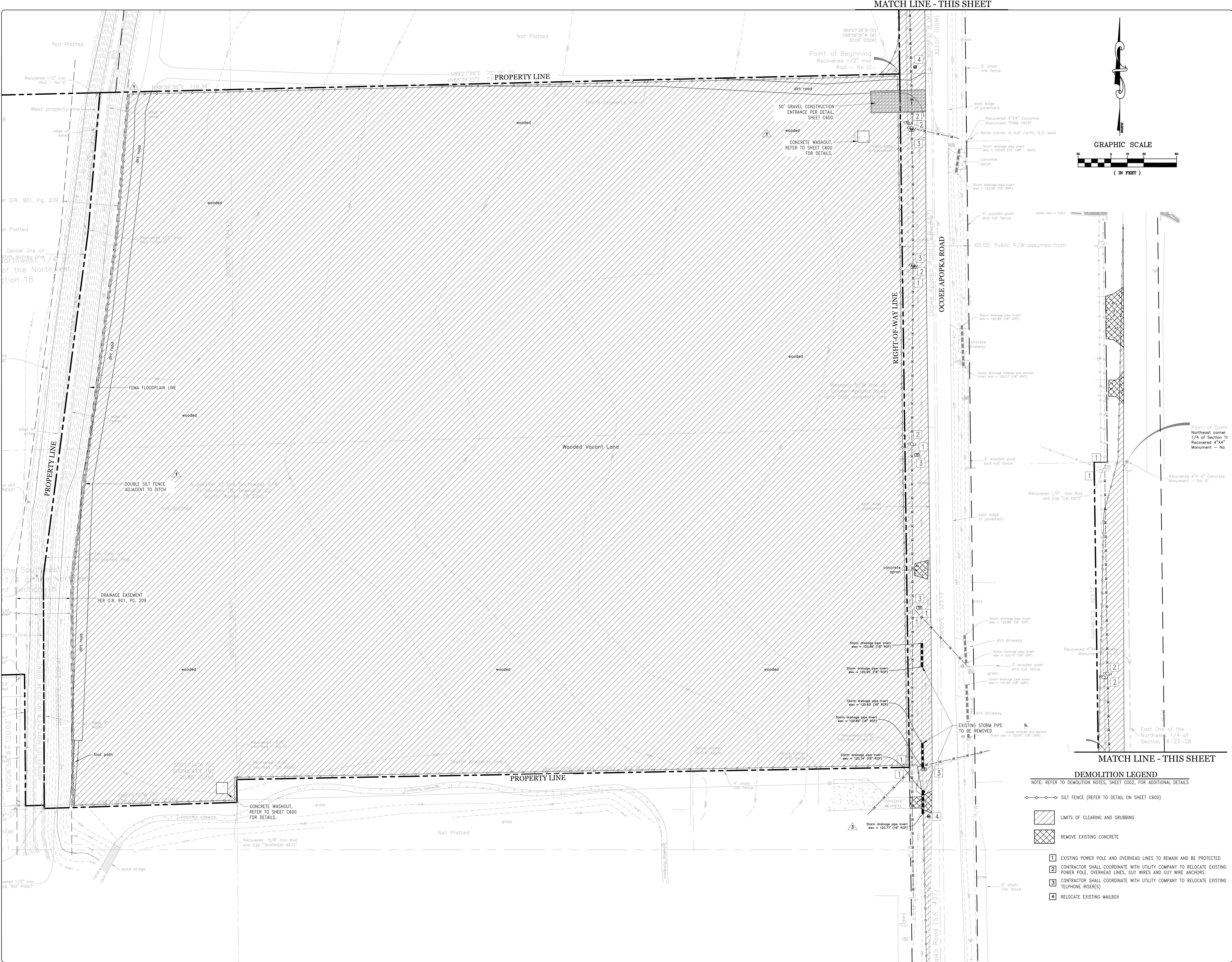
D. WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN (10) FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM, VERTICAL SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER PIPELINES.

A. WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST TWELVE (12) INCHES ABOVE THE OUTSIDE OF THE OTHER PIPELINE.

B. WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST TWELVE (12) INCHES ABOVE THE OUTSIDE OF THE OTHER PIPELINE.

C. AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE (3) FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER AND AT LEAST SIX (6) FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C.
- ALL ON-SITE UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED.
- CONTRACTOR SHALL NOTIFY THE CITY OF OCOEE UTILITIES DEPARTMENT 48 BUSINESS HOURS PRIOR TO ANY UTILITIES CONSTRUCTION.
- ALL UNDERGROUND FIRE MAINS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 24, 2007 EDITION, "STANDARD FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES [F.A.C. 69A-60.005 (2)].
- TAPS FOR FIRE, WATER, AND IRRIGATION LINES MUST BE AT LEAST SIX (6) FEET APART.
- ALL IMPROVEMENTS TO BE DEDICATED AND/OR MAINTAINED BY THE CITY SHALL BE IN CONFORMANCE WITH THE CURRENT CITY OF OCOEE ENGINEERING MANUAL AND DETAILS. FINAL PLAN APPROVAL DOES NOT PROVIDE EXEMPTION TO THESE REQUIREMENTS.
- ANY DEVIATION FROM THE CITY OF OCOEE ENGINEERING STANDARDS AND DETAILS MUST BE APPROVED IN WRITING PRIOR TO CONSTRUCTION.
- THIS PROJECT, INCLUDING BOTH HORIZONTAL AND VERTICAL CONSTRUCTION, SHALL INCORPORATE WATERSENSE PLUMBING FIXTURES AND ENERGY STAR APPLIANCES
- THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE AND FDEP STANDARDS.





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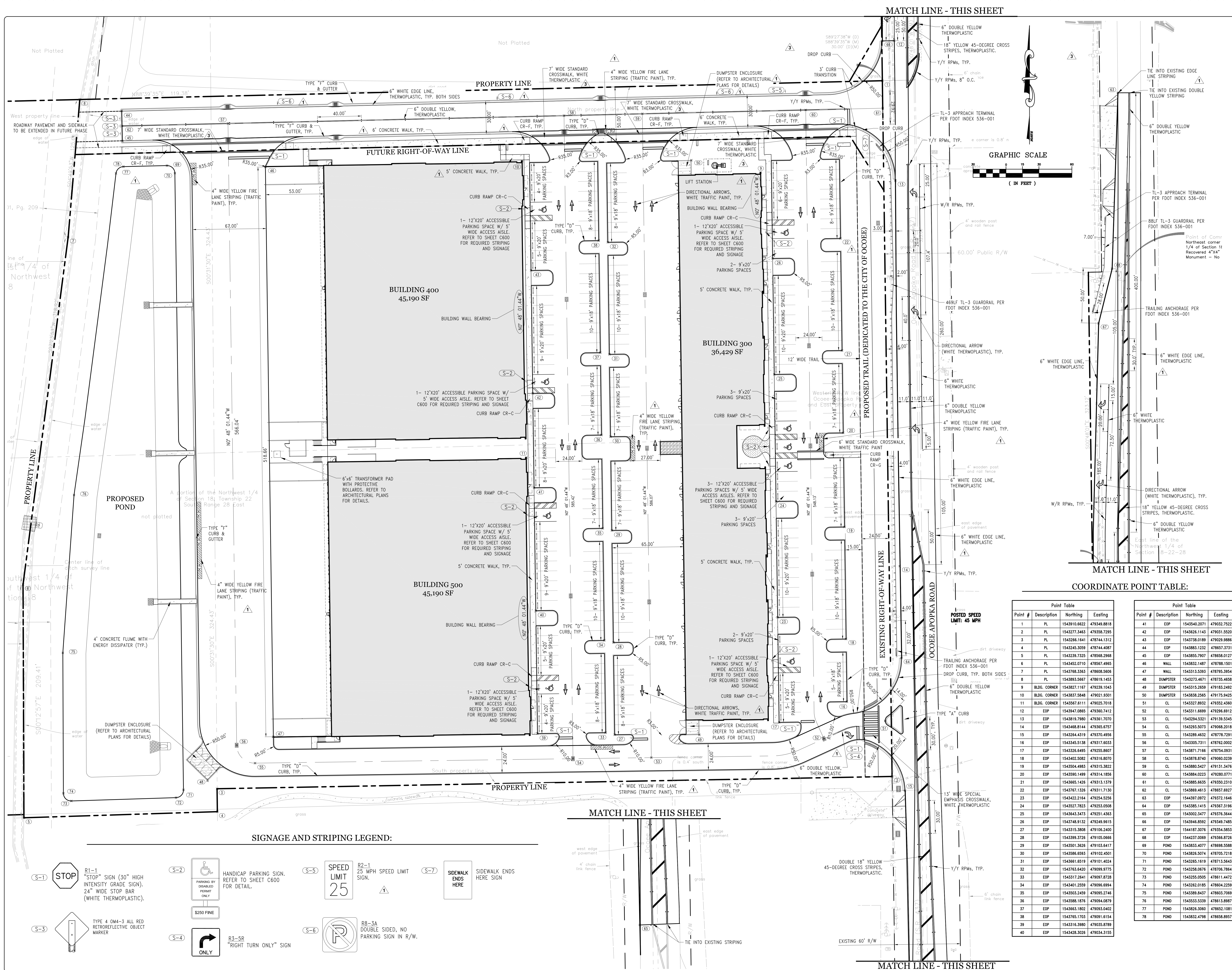
429 BUSINESS CENTER PHASE II EAST
450 OCOEE APOPKA ROAD, OCOEE, FL
EROSION CONTROL & DEMOLITION PLAN

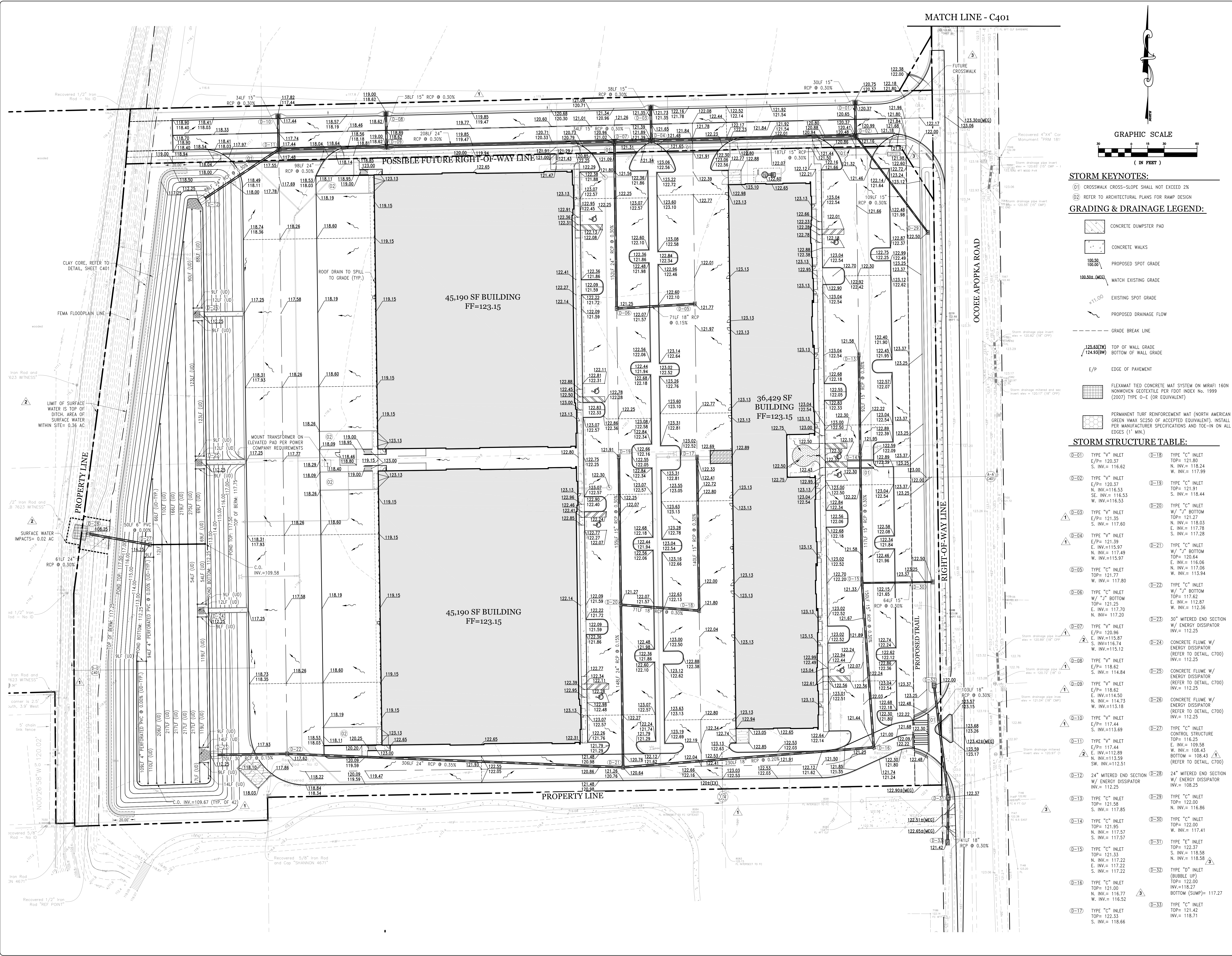
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⚠	CITY COMMENTS	07.27.23
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checked by: SW		
date: 08/05/2022		
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429 BUSINESS CENTER PHASE II EAST
450 OCOEE APOPKA ROAD, OCOEE, FL
GEOMETRY, STRIPING, & SIGNAGE PLAN

revision	description	date
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2	SJRWMD PAC	04.21.2017
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4	CITY COMMENTS	07.27.2017
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file name: C300-GEOM-EAST-21TSGD001.DWG





GRAPHIC SCALE

(IN FEET)

STORM KEYNOTES:

- 01 CROSSWALK CROSS-SLOPE SHALL NOT EXCEED 2%
- 02 REFER TO ARCHITECTURAL PLANS FOR RAMP DESIGN

GRADING & DRAINAGE LEGEND:

- CONCRETE DUMPSTER PAD
- CONCRETE WALKS
- PROPOSED SPOT GRADE
- MATCH EXISTING GRADE
- EXISTING SPOT GRADE
- PROPOSED DRAINAGE FLOW
- GRADE BREAK LINE
- TOP OF WALL GRADE
- BOTTOM OF WALL GRADE
- EDGE OF PAVEMENT
- FLEXMAT TIED CONCRETE MAT SYSTEM ON MIRAFIT 160N NONWOVEN GEOTEXTILE PER FDOT INDEX No. 1999 (2007) TYPE 0-E (OR EQUIVALENT)
- PERMANENT TURF REINFORCEMENT MAT (NORTH AMERICAN GREEN VMAX SC250 OF ACCEPTED EQUIVALENT). INSTALL PER MANUFACTURER SPECIFICATIONS AND TOE-IN ON ALL EDGES (1" MIN.)

STORM STRUCTURE TABLE:

0-01	TYPE "V" INLET E/P= 120.37 S. INV.= 116.62	0-18	TYPE "C" INLET TOP= 121.80 N. INV.= 118.24 W. INV.= 117.99
0-02	TYPE "V" INLET E/P= 120.37 N. INV.= 116.53 SE. INV.= 116.53 W. INV.= 116.53	0-19	TYPE "C" INLET TOP= 121.91 S. INV.= 118.44
0-03	TYPE "V" INLET E/P= 121.35 S. INV.= 117.60	0-20	TYPE "C" INLET W/ "J" BOTTOM TOP= 121.27 N. INV.= 118.03 E. INV.= 117.78 S. INV.= 117.28
0-04	TYPE "V" INLET E/P= 121.39 E. INV.= 115.97 N. INV.= 117.49 W. INV.= 115.97	0-21	TYPE "C" INLET W/ "J" BOTTOM TOP= 120.64 E. INV.= 116.06 N. INV.= 117.06 W. INV.= 113.94
0-05	TYPE "C" INLET TOP= 121.77 W. INV.= 117.80	0-22	TYPE "C" INLET W/ "J" BOTTOM TOP= 117.62 E. INV.= 112.87 W. INV.= 112.36
0-06	TYPE "C" INLET W/ "J" BOTTOM TOP= 121.25 E. INV.= 117.70 N. INV.= 117.20	0-23	30" MITERED END SECTION W/ ENERGY DISSIPATOR INV.= 112.25
0-07	TYPE "V" INLET E/P= 120.96 E. INV.= 115.87 S. INV.= 116.74 W. INV.= 115.12	0-24	CONCRETE FLUME W/ ENERGY DISSIPATOR (REFER TO DETAIL, C700) INV.= 112.25
0-08	TYPE "V" INLET E/P= 118.62 S. INV.= 114.84	0-25	CONCRETE FLUME W/ ENERGY DISSIPATOR (REFER TO DETAIL, C700) INV.= 112.25
0-09	TYPE "V" INLET E/P= 118.62 E. INV.= 114.50 N. INV.= 114.73 W. INV.= 113.18	0-26	CONCRETE FLUME W/ ENERGY DISSIPATOR (REFER TO DETAIL, C700) INV.= 112.25
0-10	TYPE "V" INLET E/P= 117.44 S. INV.= 113.69	0-27	TYPE "C" INLET CONTROL STRUCTURE TOP= 116.25 E. INV.= 109.58 W. INV.= 108.43 BOTTOM = 108.43 (REFER TO DETAIL, C700)
0-11	TYPE "V" INLET E/P= 117.44 E. INV.= 112.89 N. INV.= 113.59 SW. INV.= 112.51	0-16	24" MITERED END SECTION W/ ENERGY DISSIPATOR INV.= 112.25
0-12	24" MITERED END SECTION W/ ENERGY DISSIPATOR INV.= 112.25	0-28	24" MITERED END SECTION W/ ENERGY DISSIPATOR INV.= 108.25
0-13	TYPE "C" INLET TOP= 121.58 S. INV.= 117.85	0-29	TYPE "C" INLET TOP= 122.00 N. INV.= 116.86
0-14	TYPE "C" INLET TOP= 121.95 N. INV.= 117.57 S. INV.= 117.57	0-30	TYPE "C" INLET TOP= 122.00 W. INV.= 117.41
0-15	TYPE "E" INLET TOP= 122.37 S. INV.= 118.58 N. INV.= 118.58	0-31	TYPE "E" INLET TOP= 122.37 S. INV.= 118.58 N. INV.= 118.58
0-16	TYPE "C" INLET TOP= 121.00 N. INV.= 116.77 W. INV.= 116.52	0-32	TYPE "D" INLET (BUBBLE UP) TOP= 122.00 INV.= 118.27 BOTTOM (SUMP)= 117.27
0-17	TYPE "C" INLET TOP= 122.33 S. INV.= 118.66	0-33	TYPE "C" INLET TOP= 121.42 INV.= 118.71

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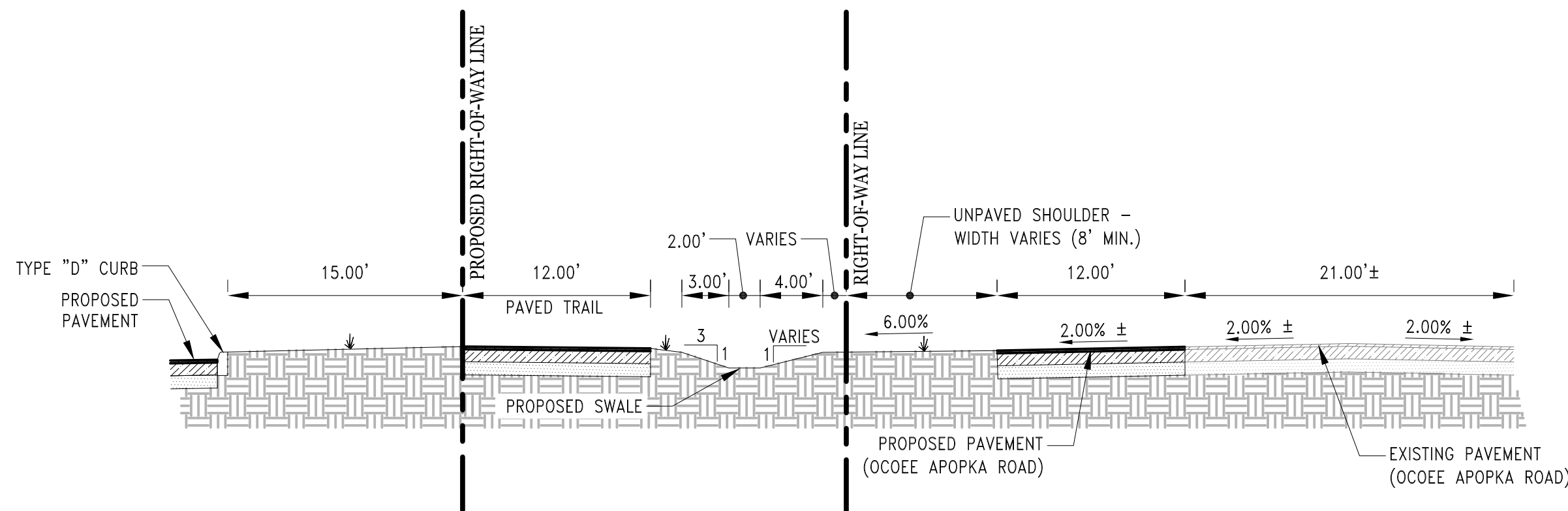
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429 BUSINESS CENTER PHASE II EAST
450 OCOEE APOPKA ROAD, OCOEE, FL
GRADING & DRAINAGE PLAN

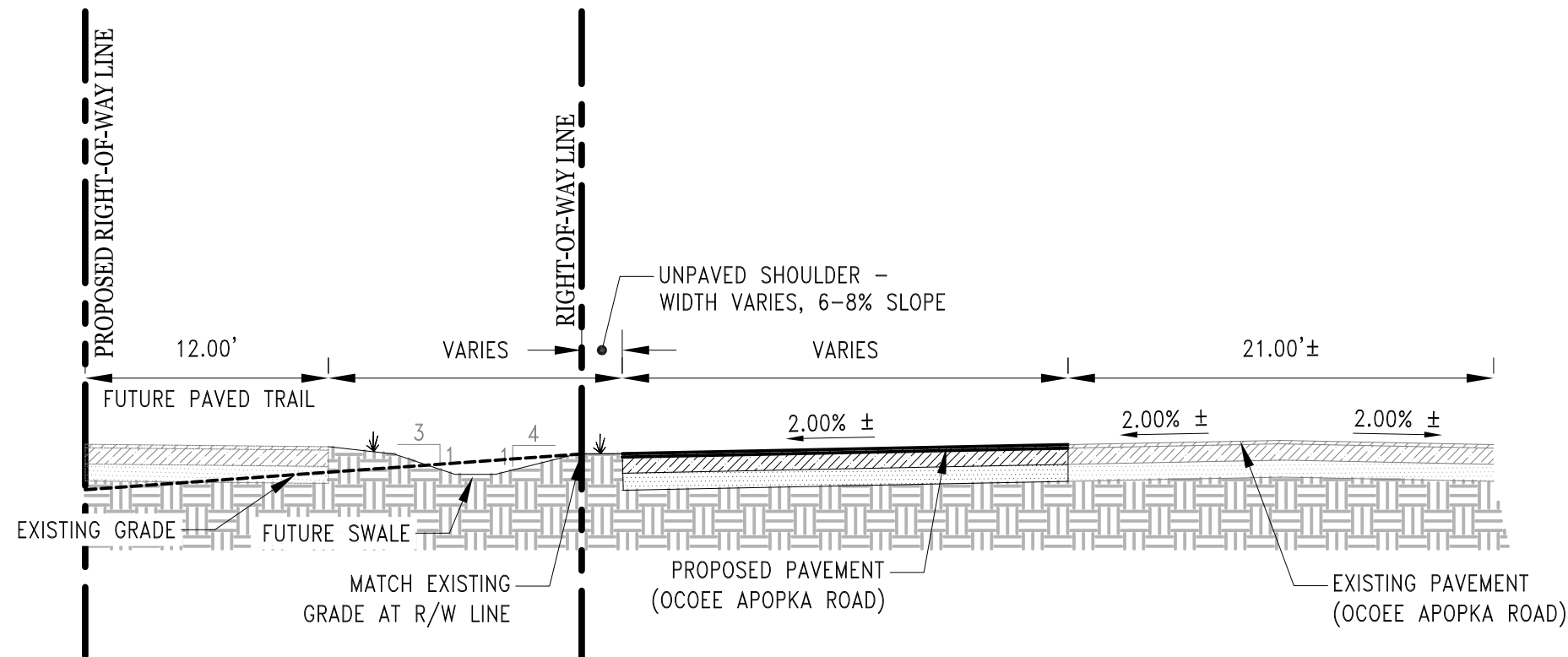
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3	AGENCY COMMENTS	06.30.23
4	CITY COMMENTS	07.27.23

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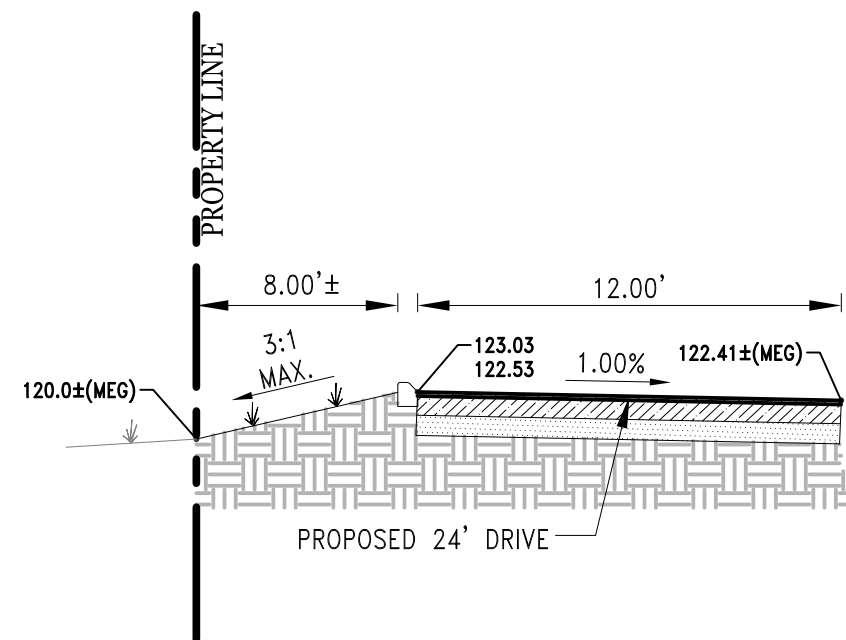
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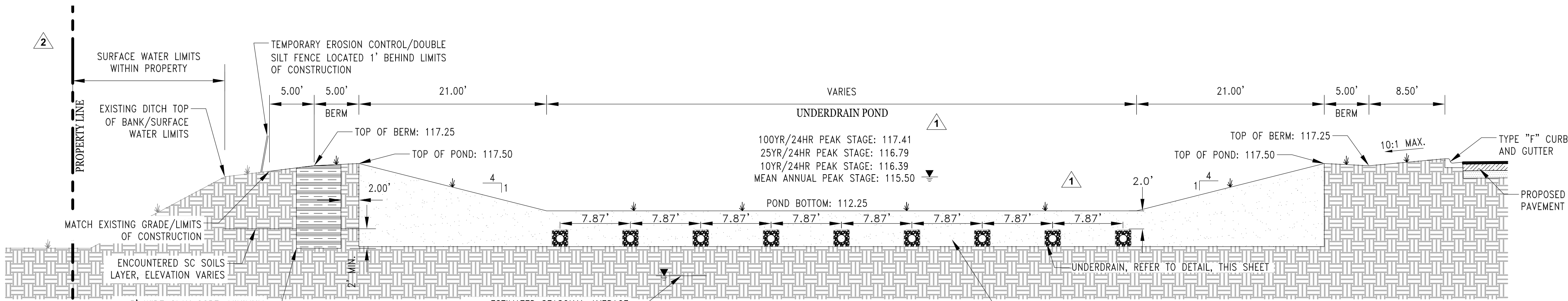
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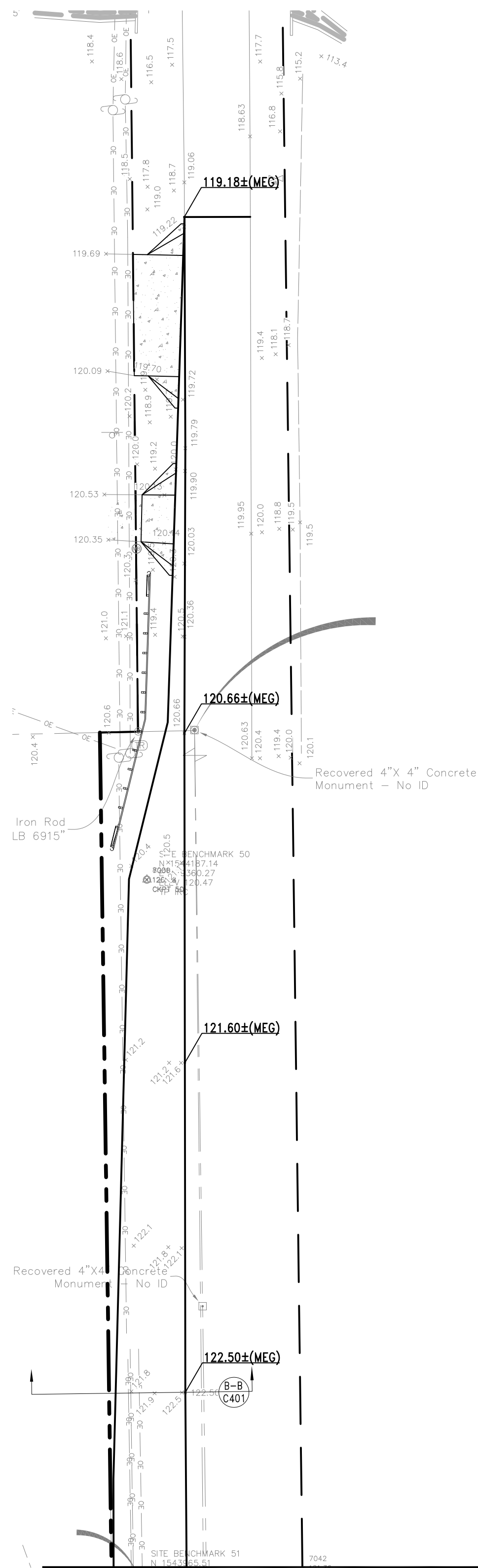
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SOUTH PROPERTY CROSS SECTION "C-C"
N.T.S.



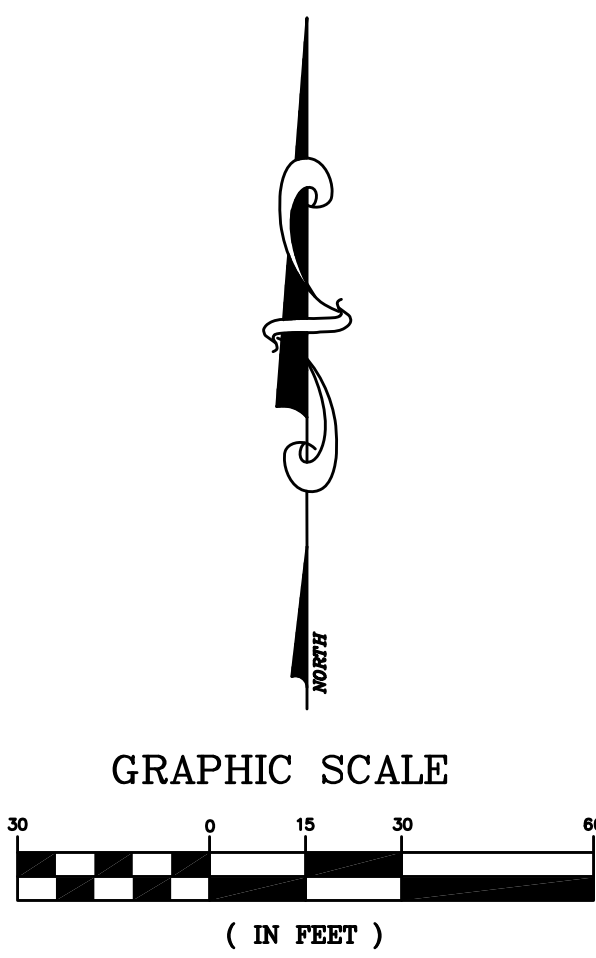
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MATCH LINE - C400

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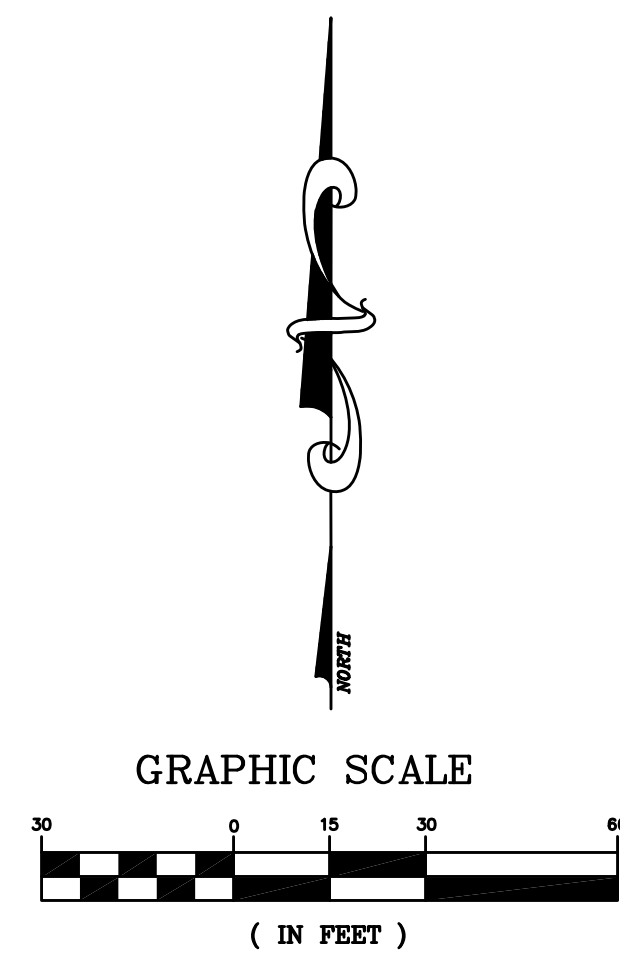
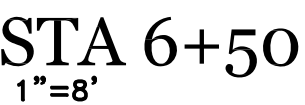
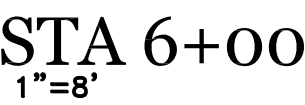
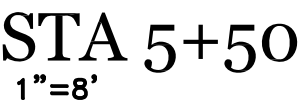
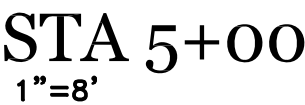
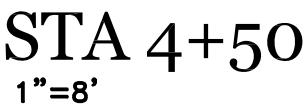
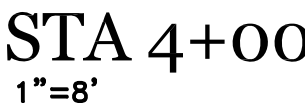
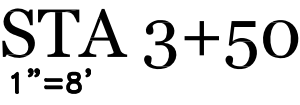
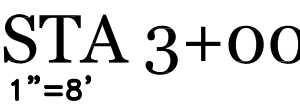
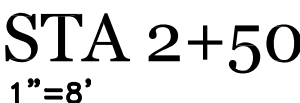
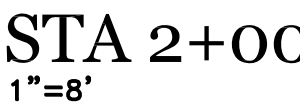
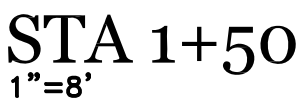
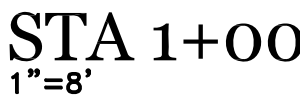
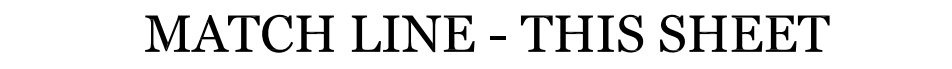
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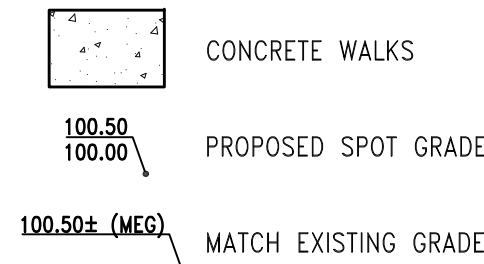
429 BUSINESS CENTER PHASE II EAST
450 OCOEE APOPKA ROAD, OCOEE, FL
GRADING & DRAINAGE PLAN

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GRADING & DRAINAGE LEGEND:



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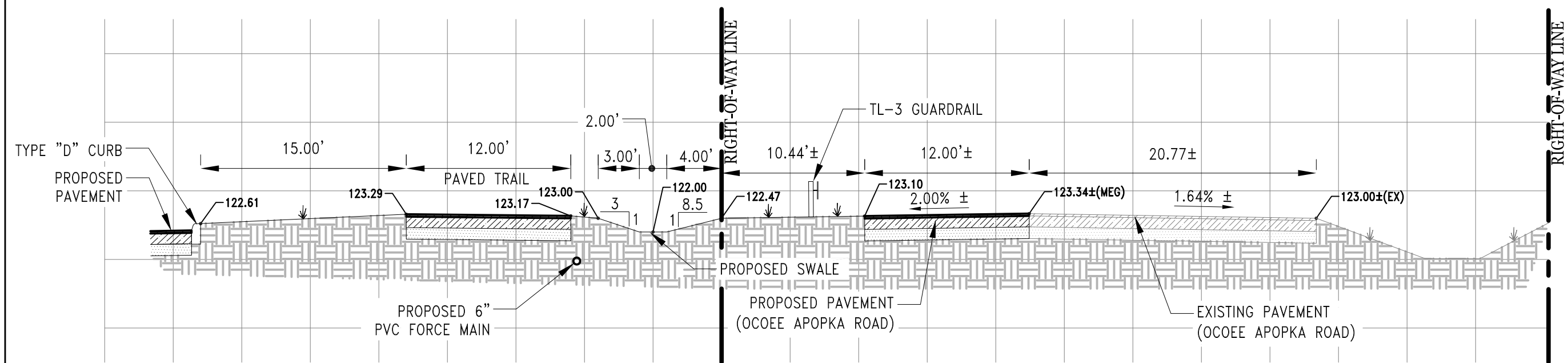
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429 BUSINESS CENTER PHASE II EAST
450 OCOEE APOPKA ROAD, OCOEE, FL
ROADWAY CROSS SECTIONS

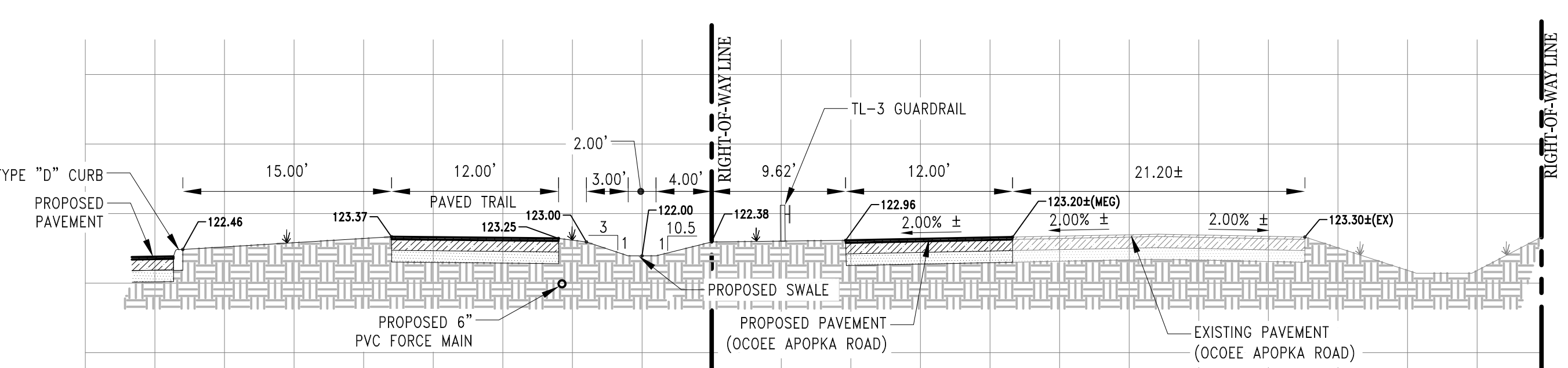
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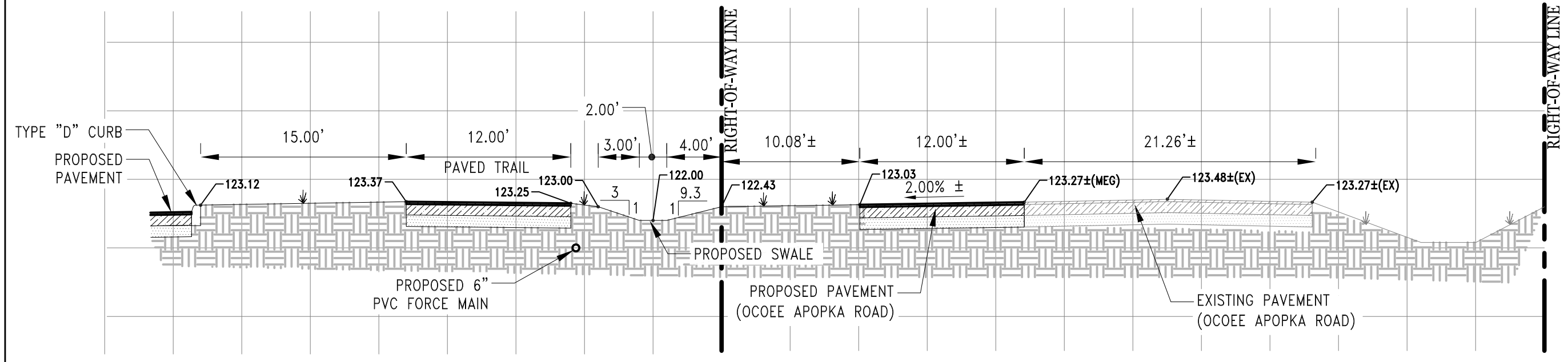
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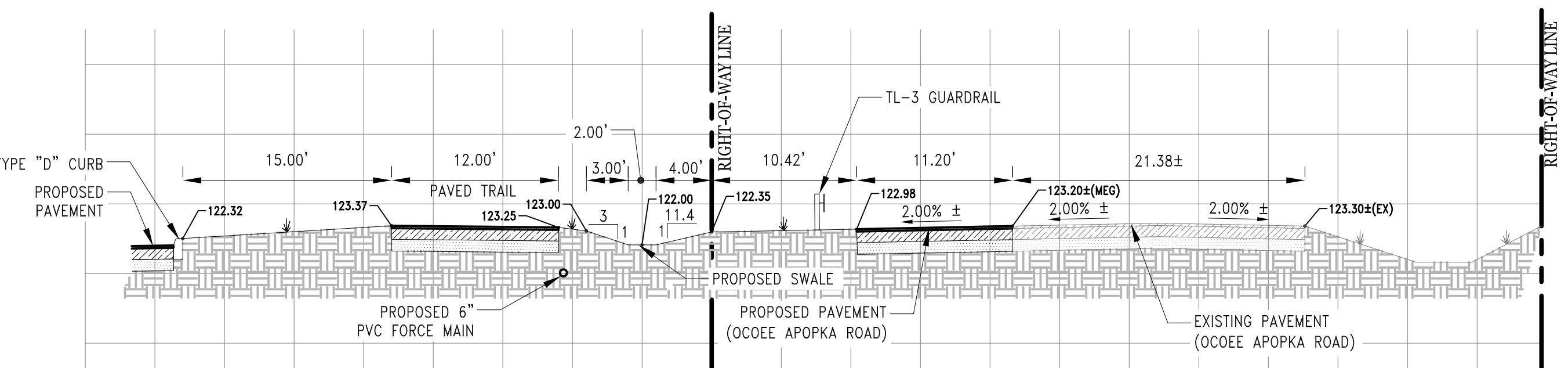
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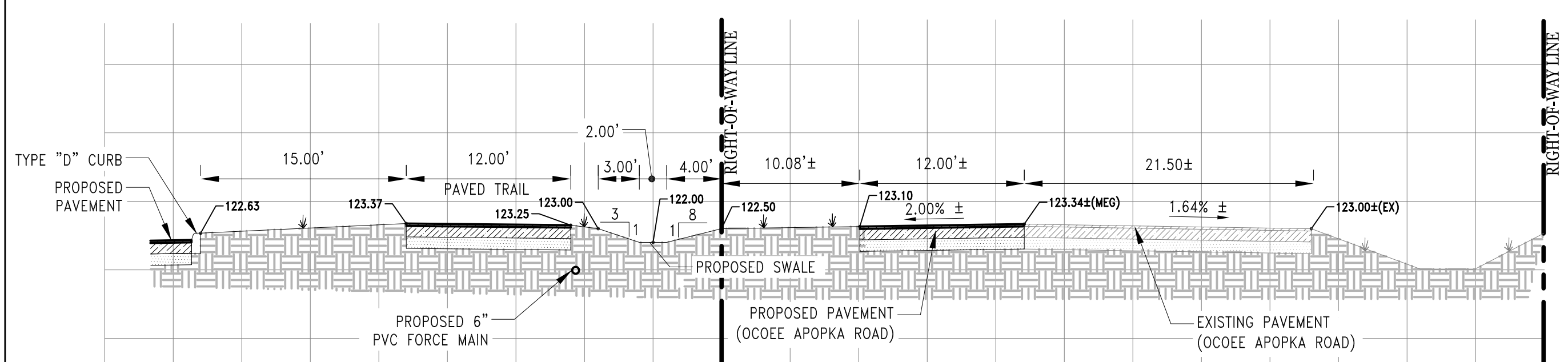
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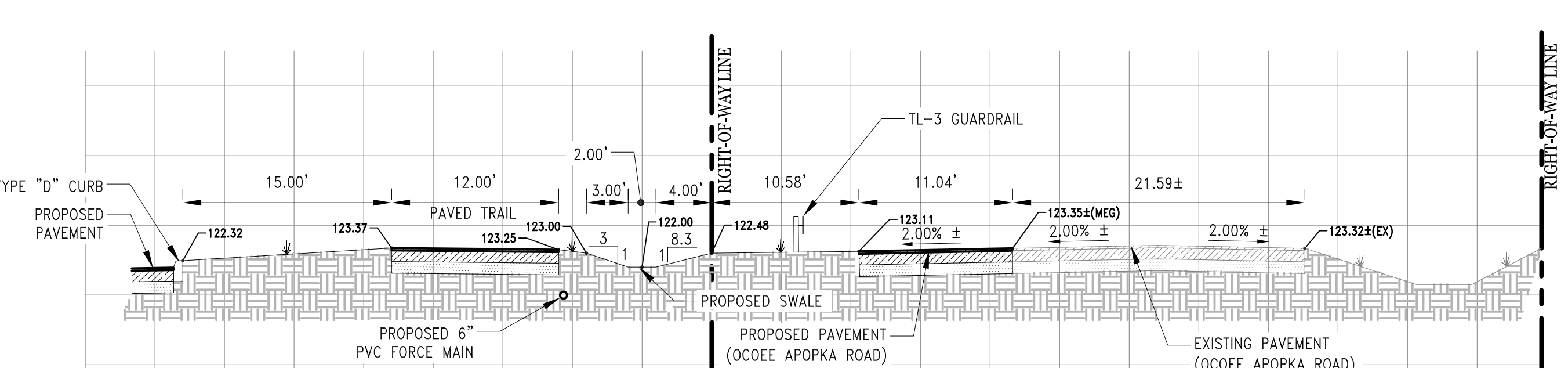
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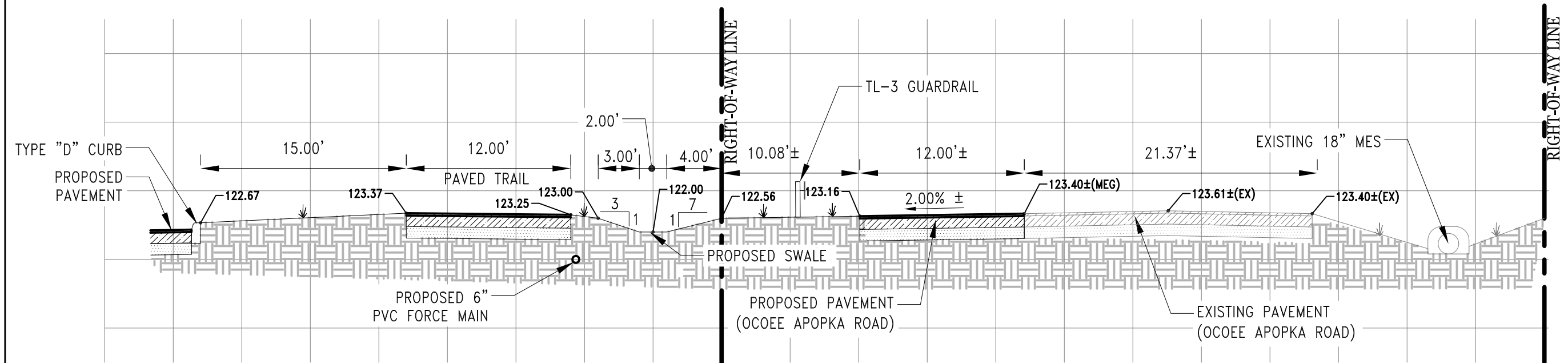
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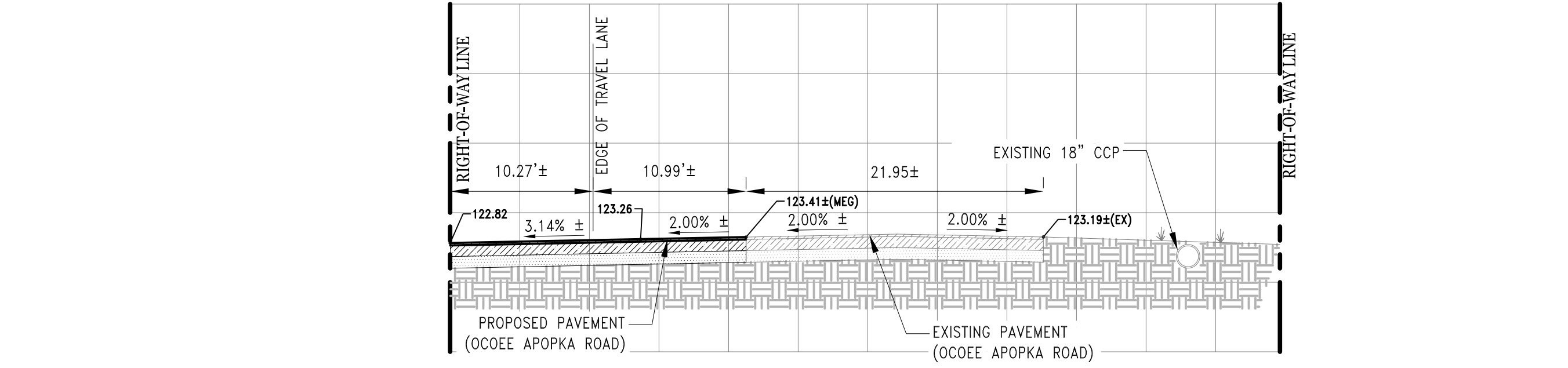
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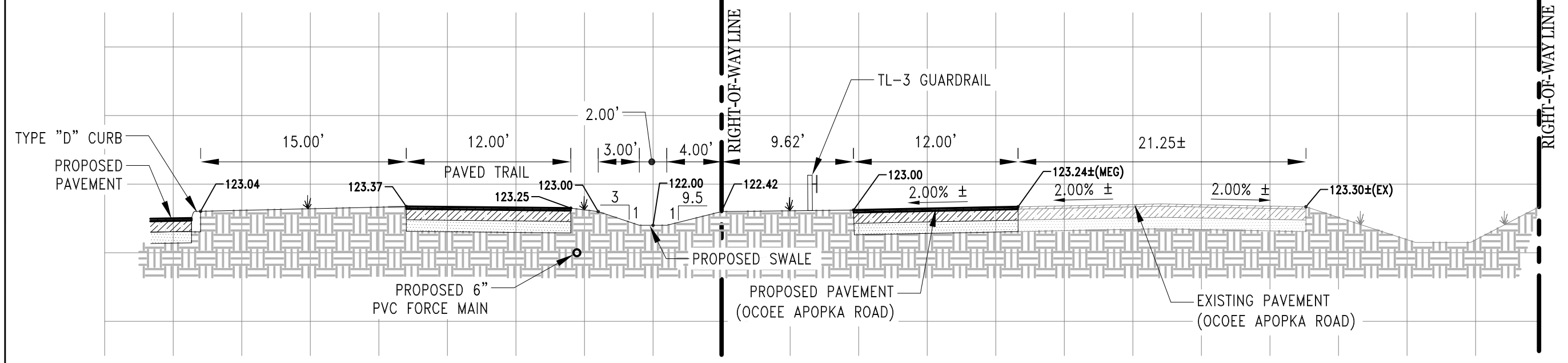
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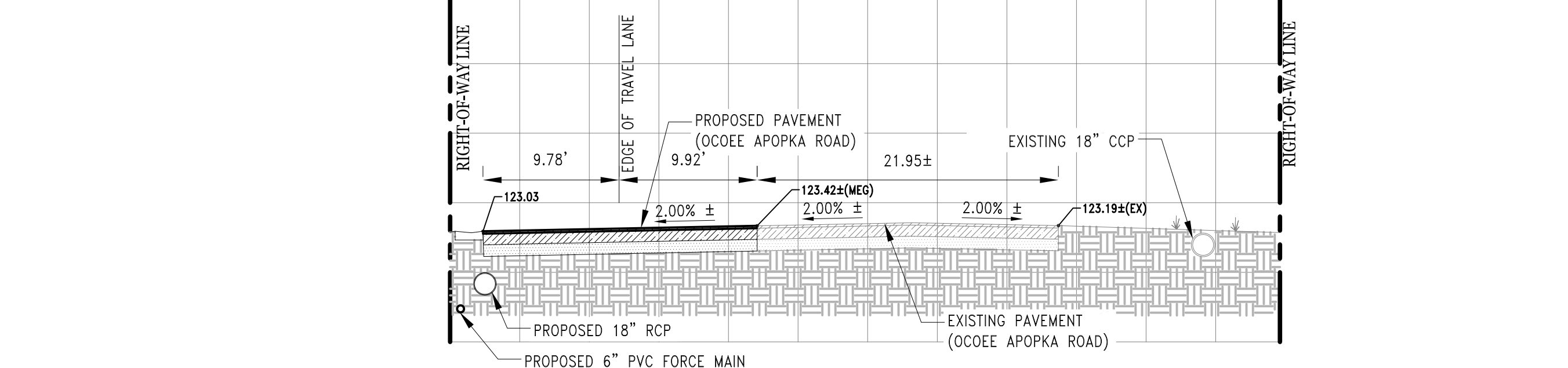
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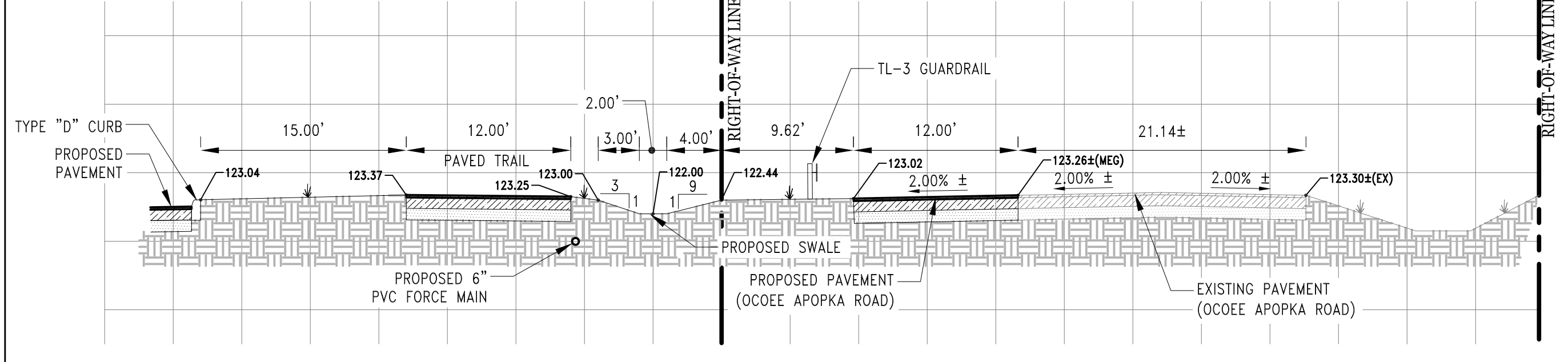
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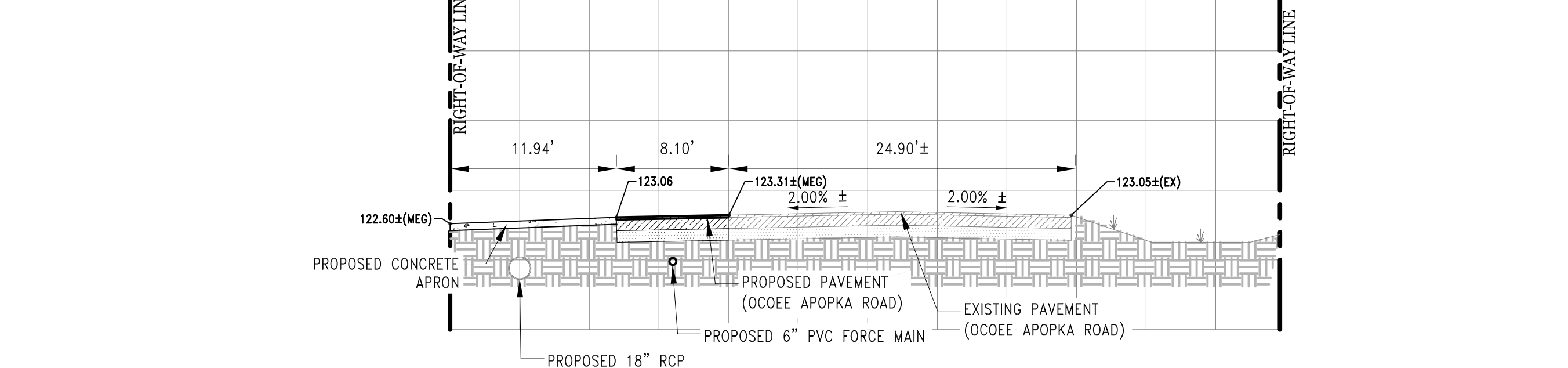
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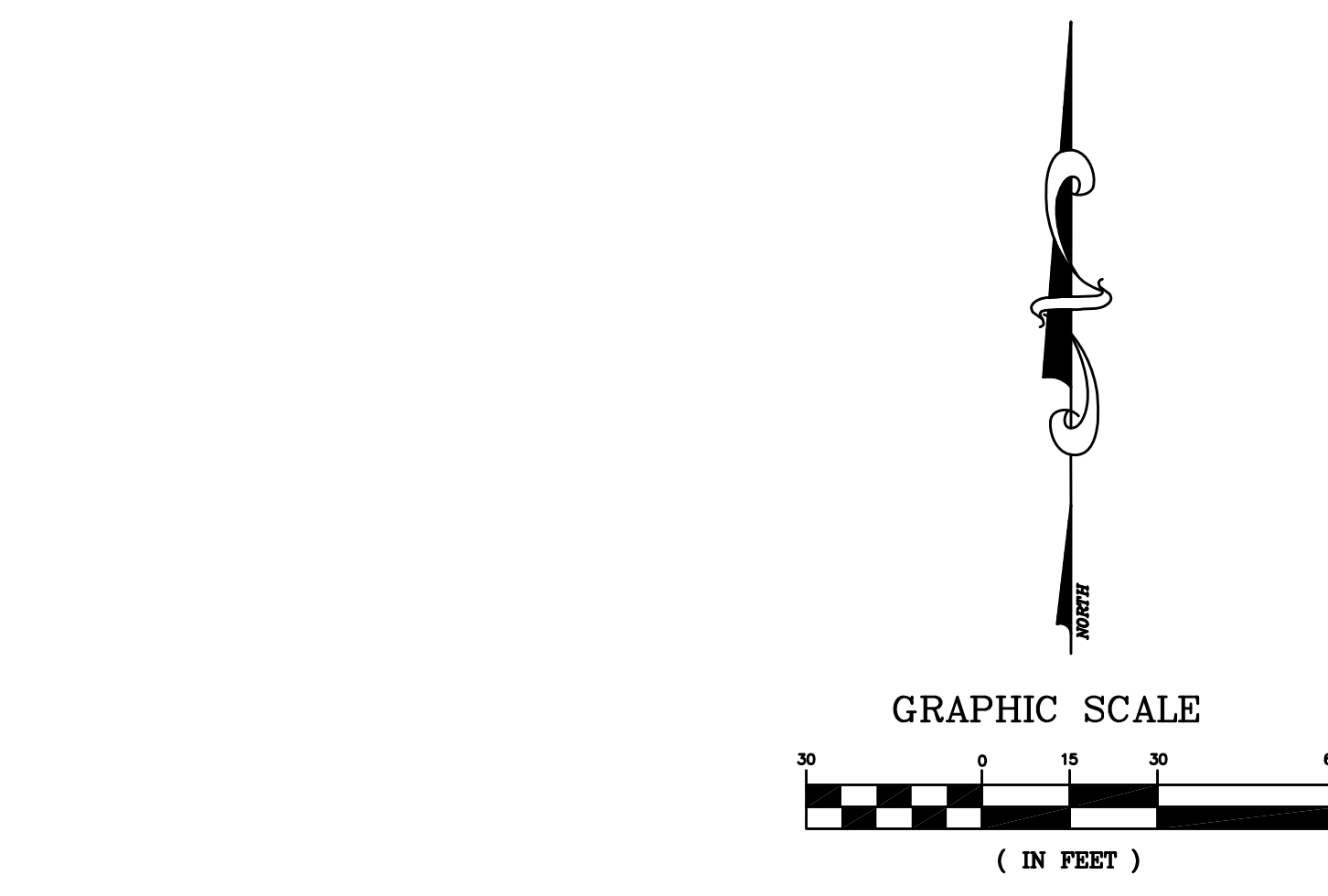
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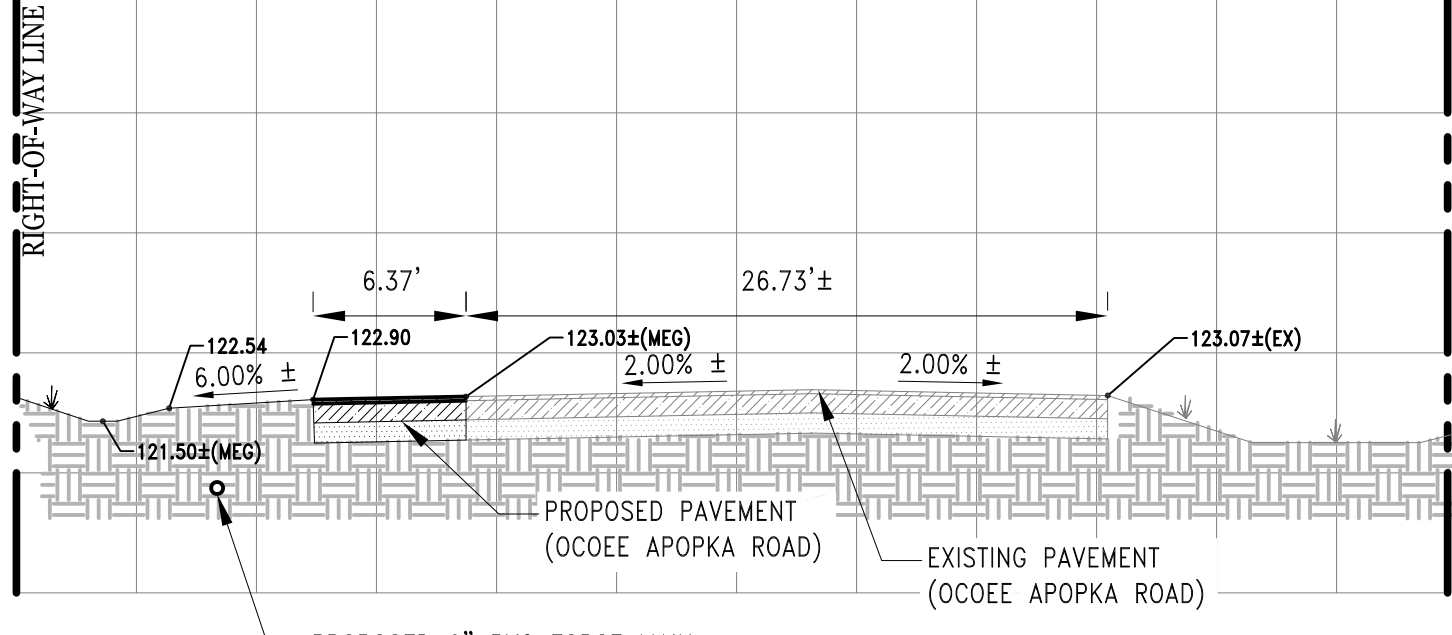


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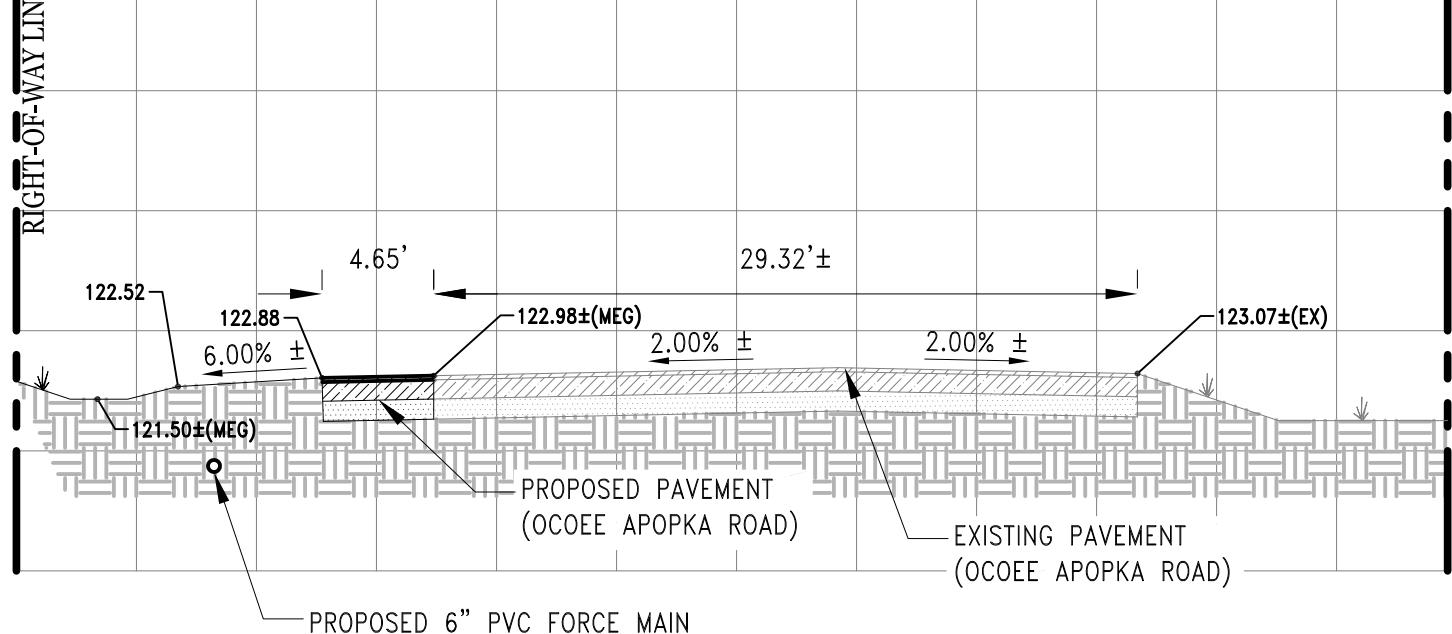


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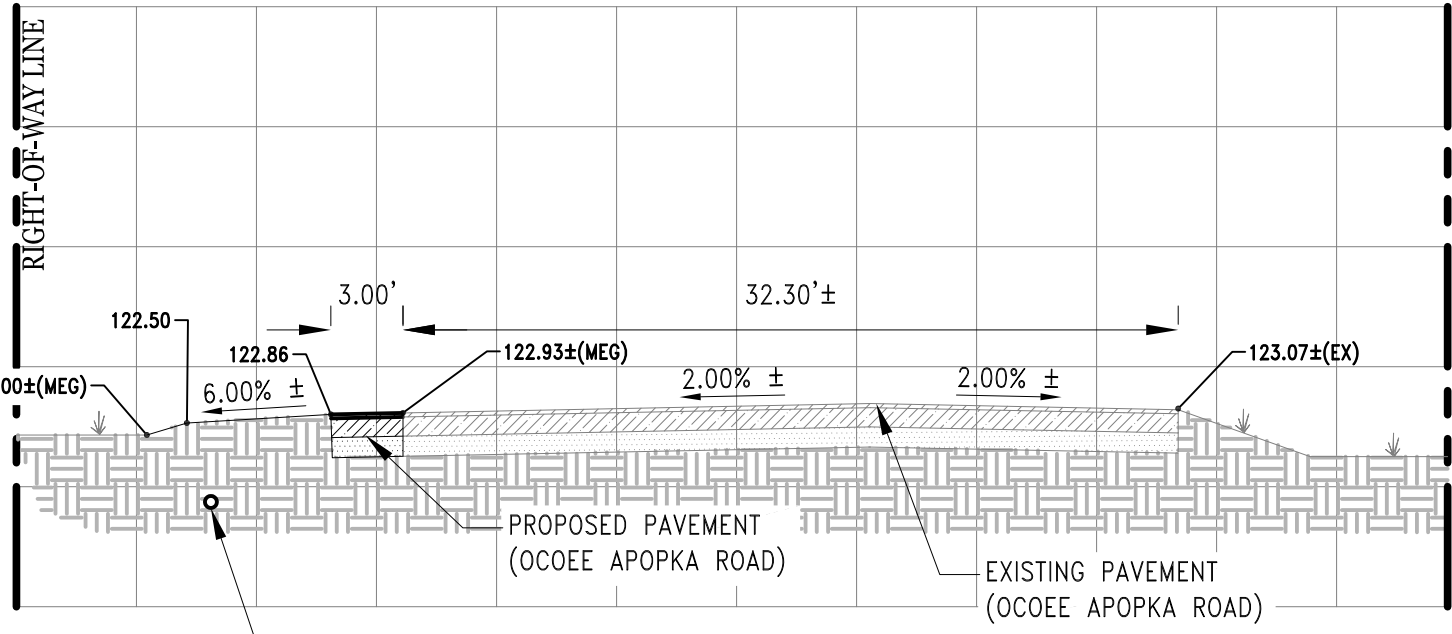
- CONCRETE WALKS
- PROPOSED SPOT GRADE
- MATCH EXISTING GRADE



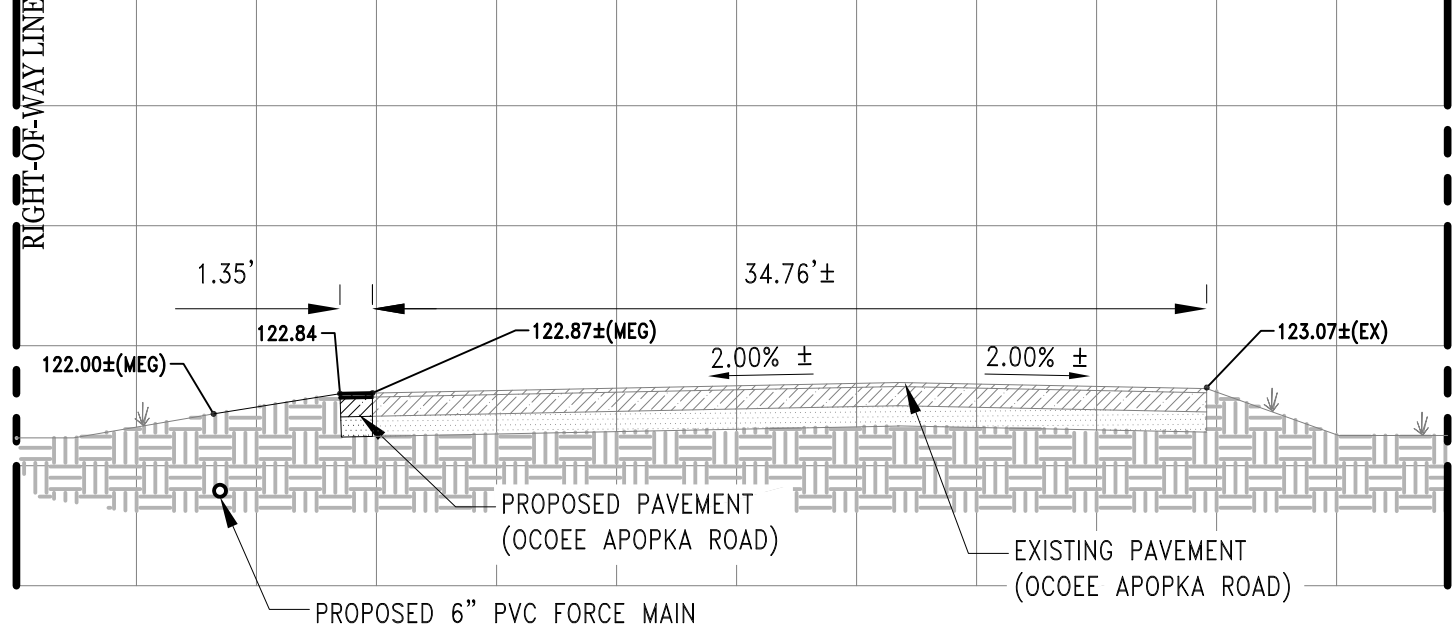
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STA 13+50
1"=8'



STA 14+00
1"=8'

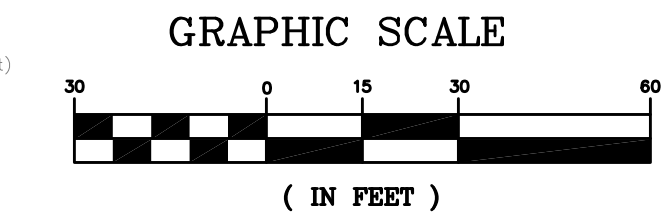
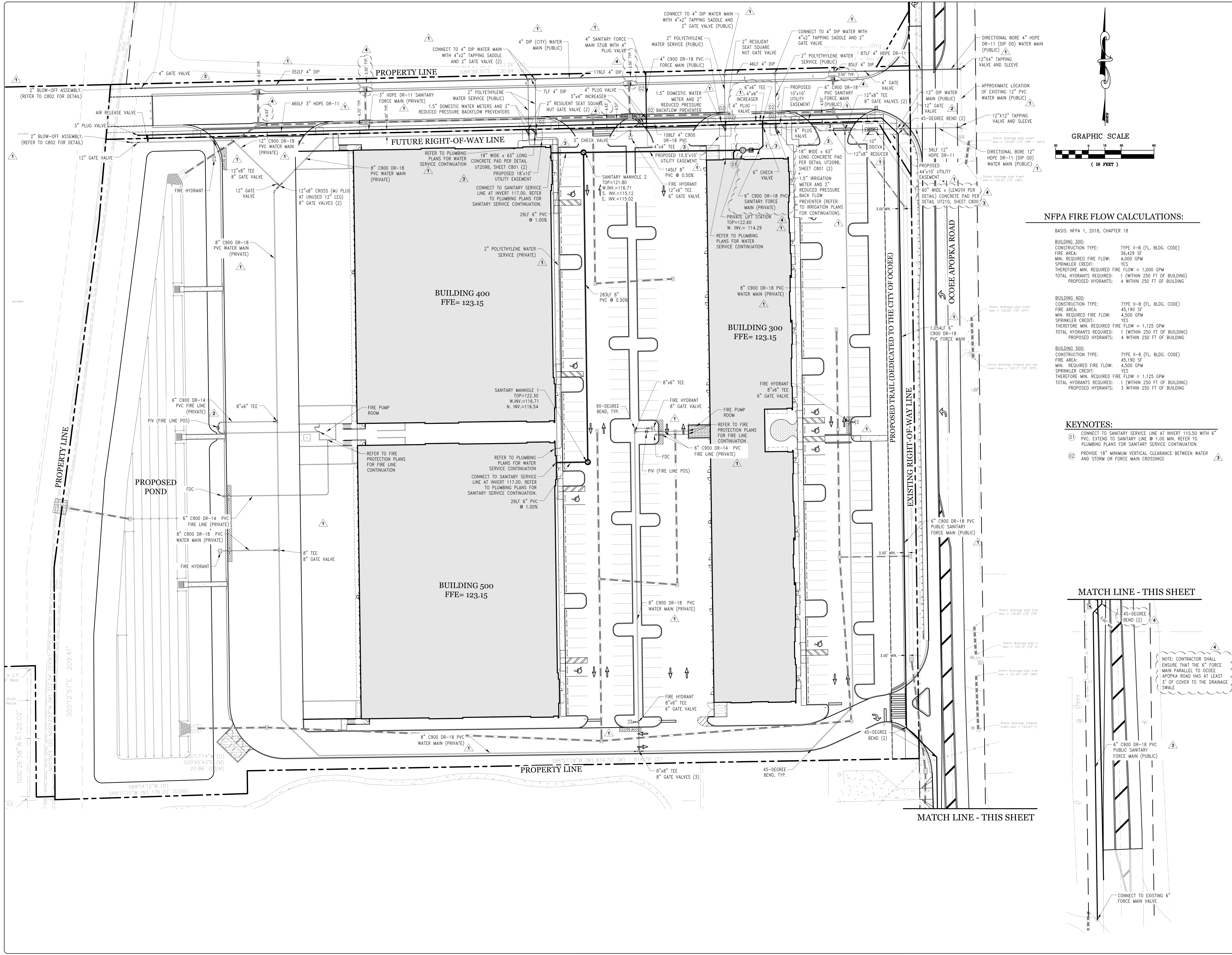


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429 BUSINESS CENTER PHASE II EAST
450 OCOEE APOPKA ROAD, OCOEE, FL
ROADWAY CROSS SECTIONS

revision	description	date
△	AGENCY COMMENTS	03.20.23
△	SJRWMD PAC	04.21.23
△	AGENCY COMMENTS	06.30.23
△	CITY COMMENTS	07.27.23
△		
△		
△		

drawn by: JD
checked by: SW
date: 08/05/2022
plot scale: AS SHOWN
project number: 21TSGD001
file name: C400-GRAB-EAST-21TSGD000.DWG



NFPA FIRE FLOW CALCULATIONS:

BASIS: NFPA 1, 2018, CHAPTER 18

BUILDING 300:
CONSTRUCTION TYPE: TYPE II-B (FL. BLDG. CODE)
FIRE AREA: 36,429 SF
MIN. REQUIRED FIRE FLOW: 4,000 GPM
SPRINKLER CREDIT: YES
THEREFORE MIN. REQUIRED FIRE FLOW = 1,000 GPM
TOTAL HYDRANTS REQUIRED: 1 (WITHIN 250 FT OF BUILDING)
PROPOSED HYDRANTS: 4 WITHIN 250 FT OF BUILDING

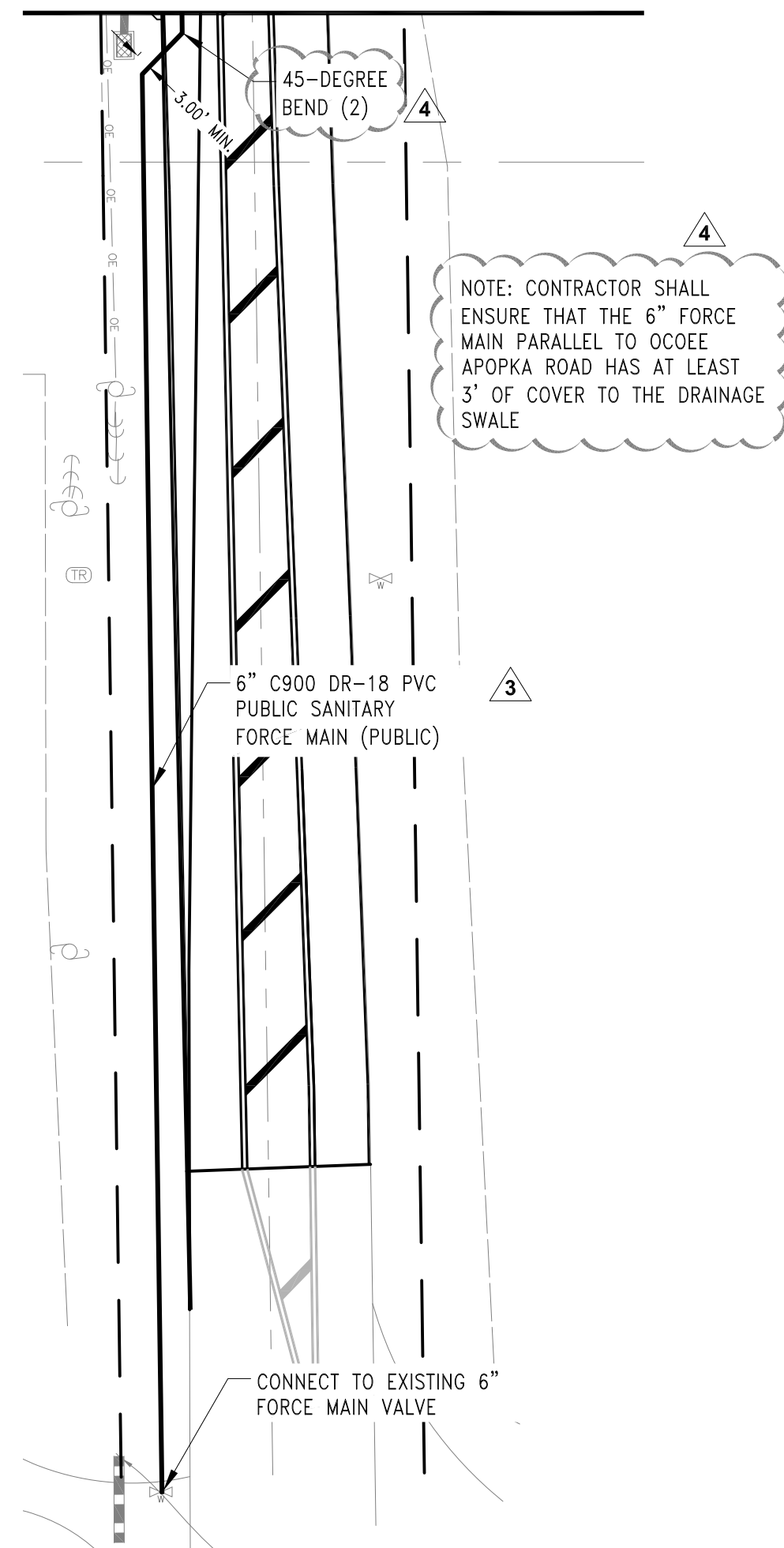
BUILDING 400:
CONSTRUCTION TYPE: TYPE II-B (FL. BLDG. CODE)
FIRE AREA: 45,190 SF
MIN. REQUIRED FIRE FLOW: 4,500 GPM
SPRINKLER CREDIT: YES
THEREFORE MIN. REQUIRED FIRE FLOW = 1,125 GPM
TOTAL HYDRANTS REQUIRED: 1 (WITHIN 250 FT OF BUILDING)
PROPOSED HYDRANTS: 4 WITHIN 250 FT OF BUILDING

BUILDING 500:
CONSTRUCTION TYPE: TYPE II-B (FL. BLDG. CODE)
FIRE AREA: 45,190 SF
MIN. REQUIRED FIRE FLOW: 4,500 GPM
SPRINKLER CREDIT: YES
THEREFORE MIN. REQUIRED FIRE FLOW = 1,125 GPM
TOTAL HYDRANTS REQUIRED: 1 (WITHIN 250 FT OF BUILDING)
PROPOSED HYDRANTS: 3 WITHIN 250 FT OF BUILDING

KEYNOTES:

- 01 CONNECT TO SANITARY SERVICE LINE AT INVERT 115.50 WITH 6" PVC. EXTEND TO SANITARY LINE @ 1.00 MIN. REFER TO PLUMBING PLANS FOR SANITARY SERVICE CONTINUATION.
- 02 PROVIDE 18" MINIMUM VERTICAL CLEARANCE BETWEEN WATER AND STORM OR FORCE MAIN CROSSINGS

MATCH LINE - THIS SHEET

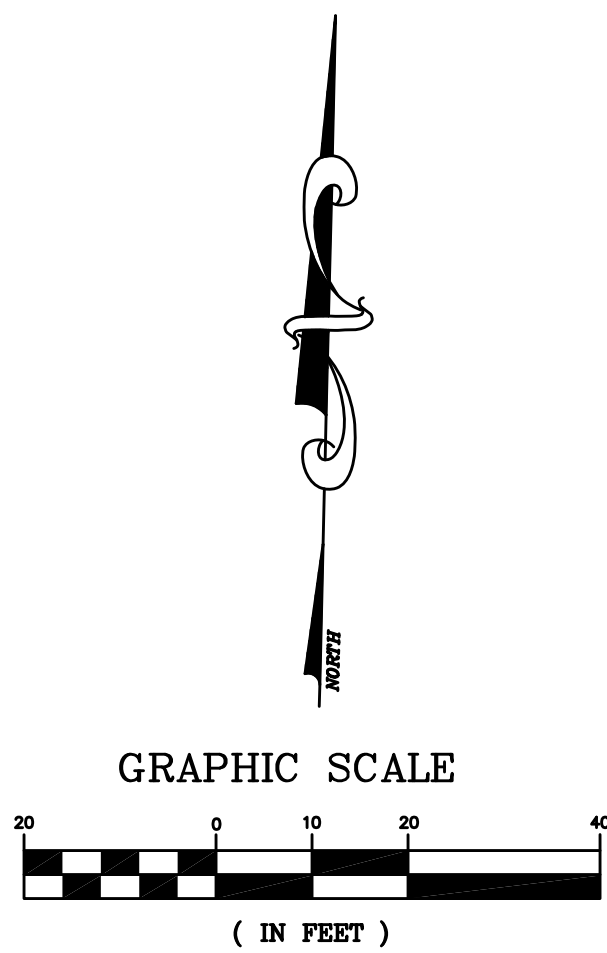
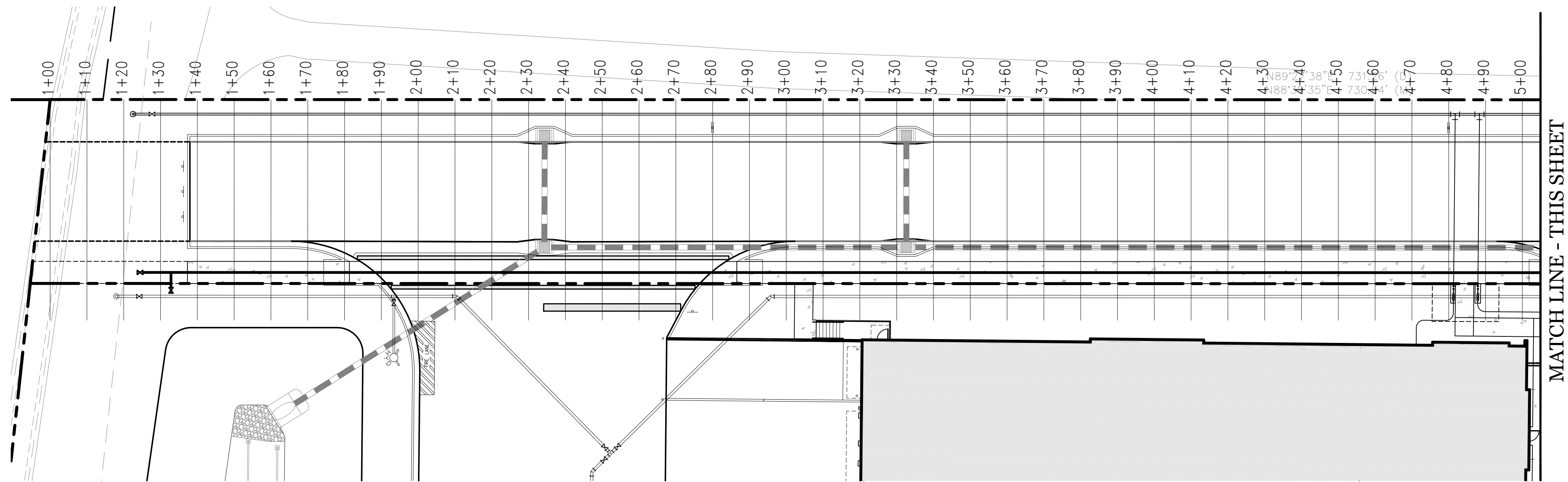
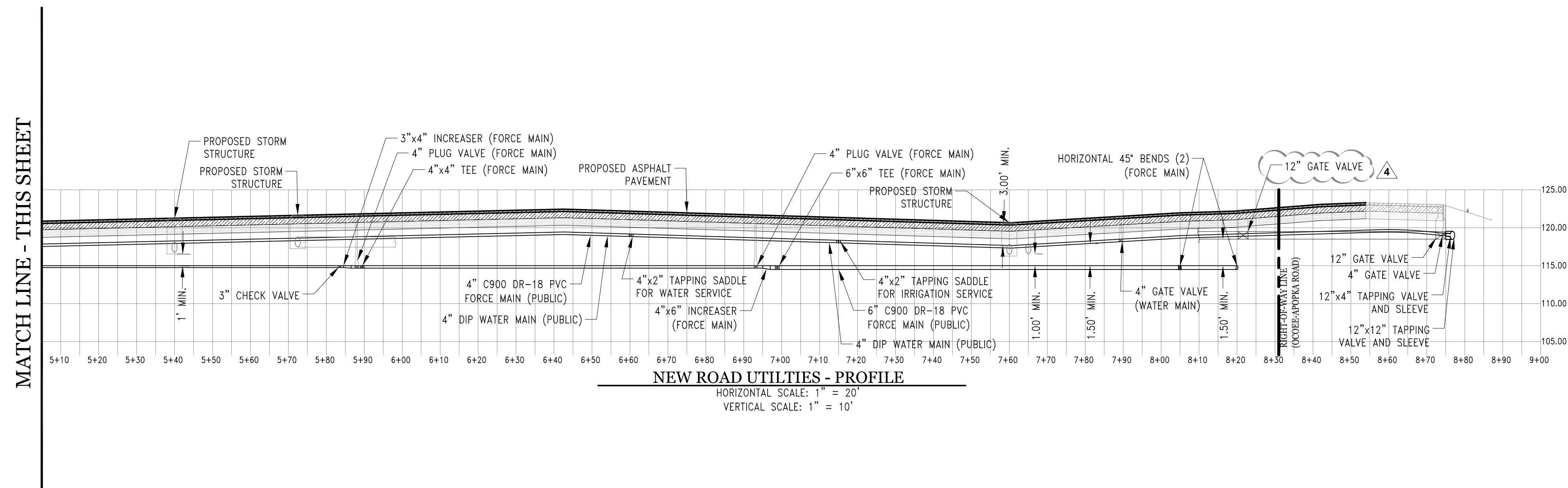
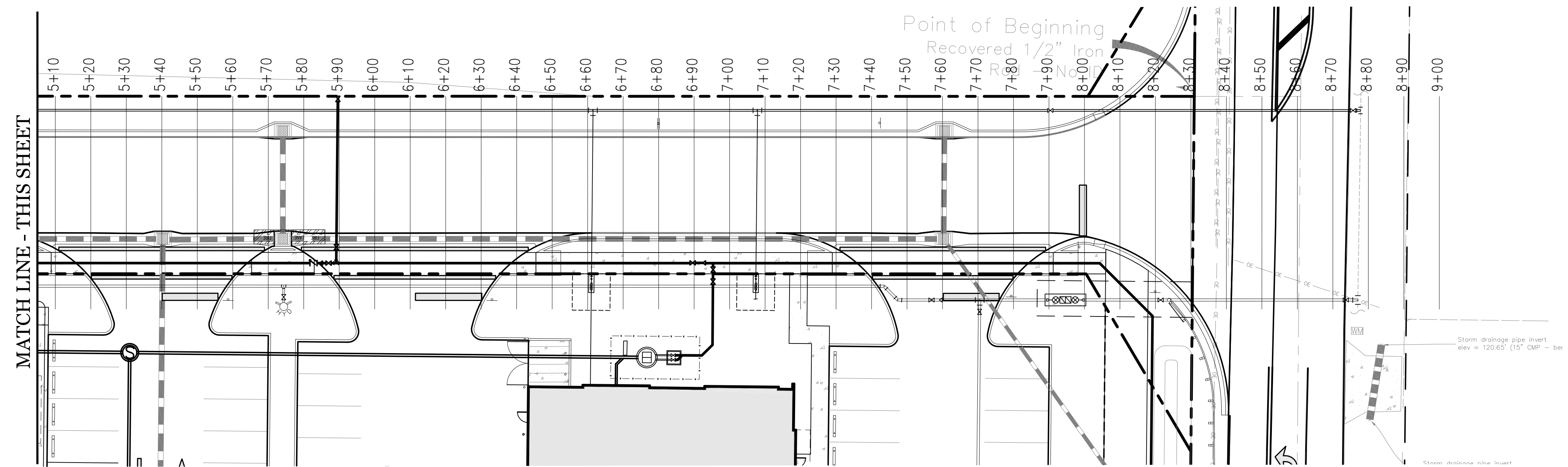
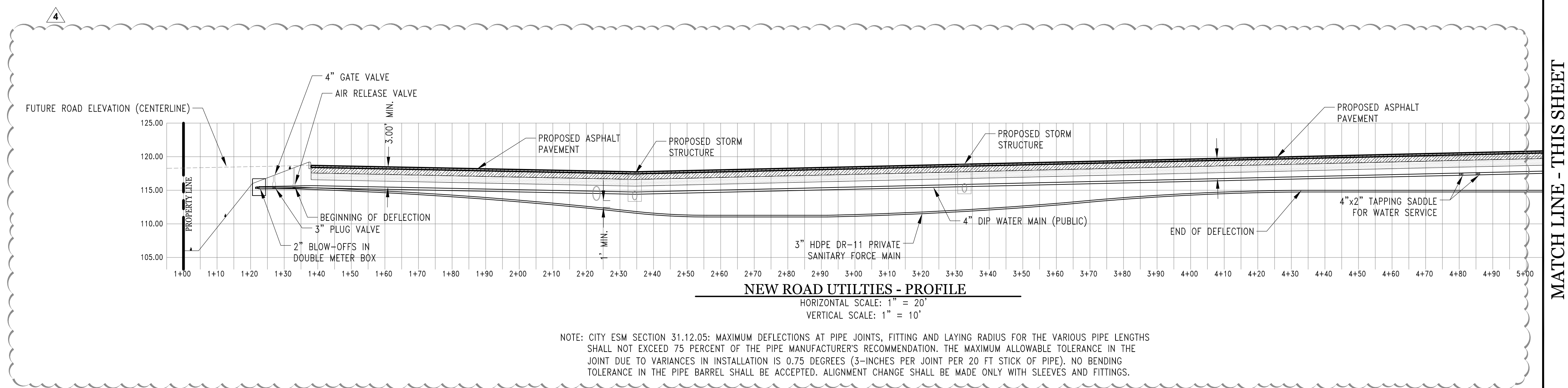


Selby G. Weeks 56991

429 BUSINESS CENTER PHASE II EAST
450 OCOEE APOPKA ROAD, OCOEE, FL
UTILITY PLAN

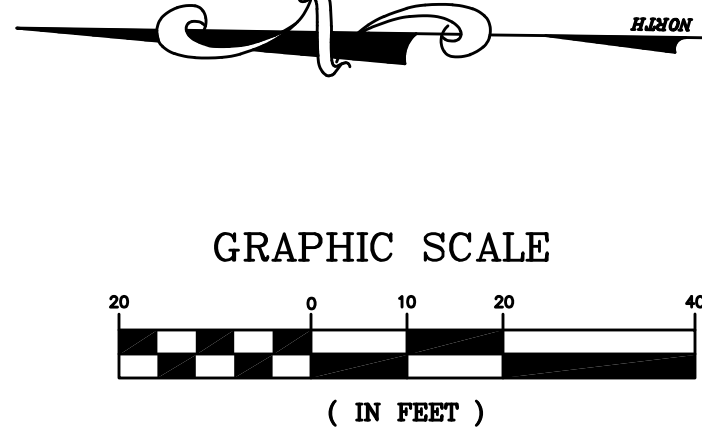
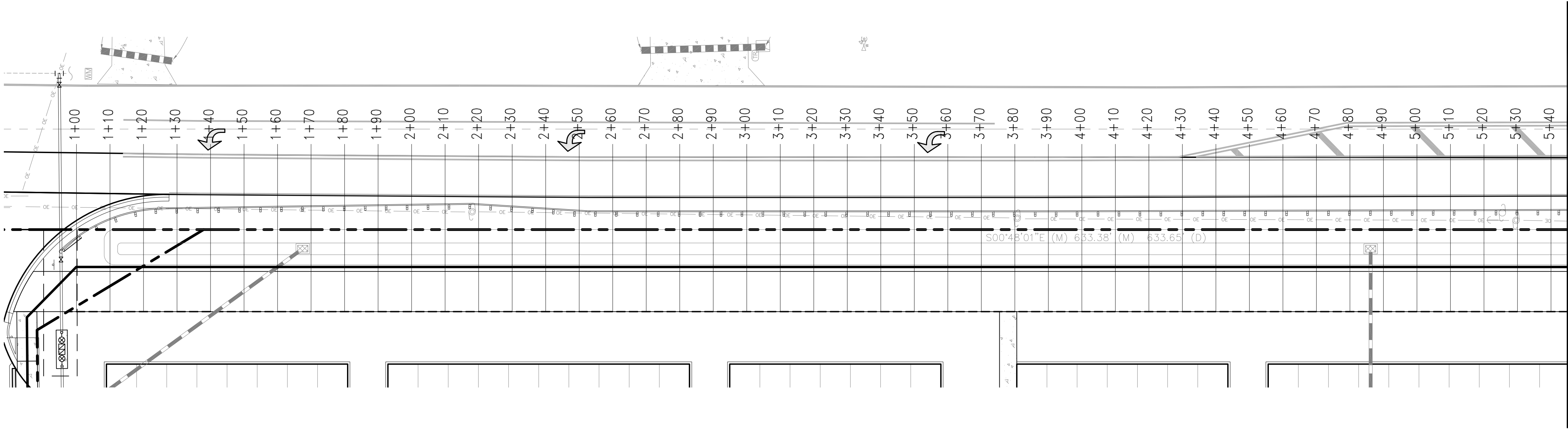
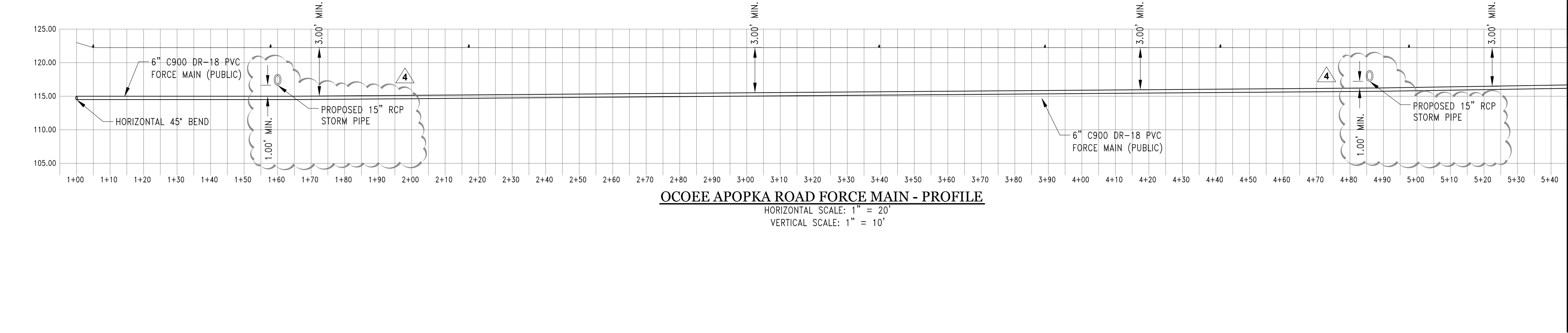
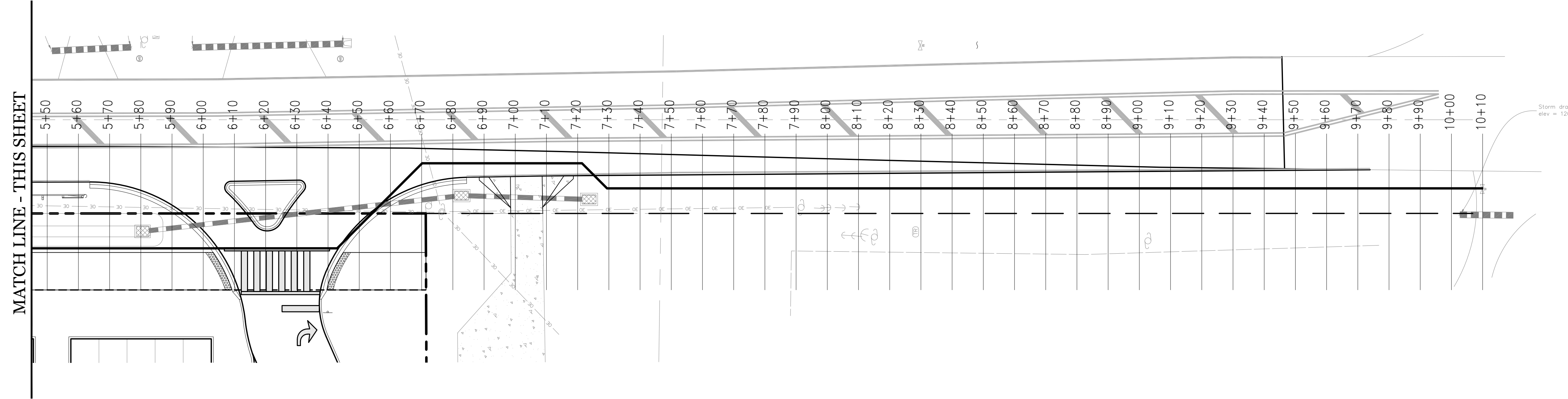
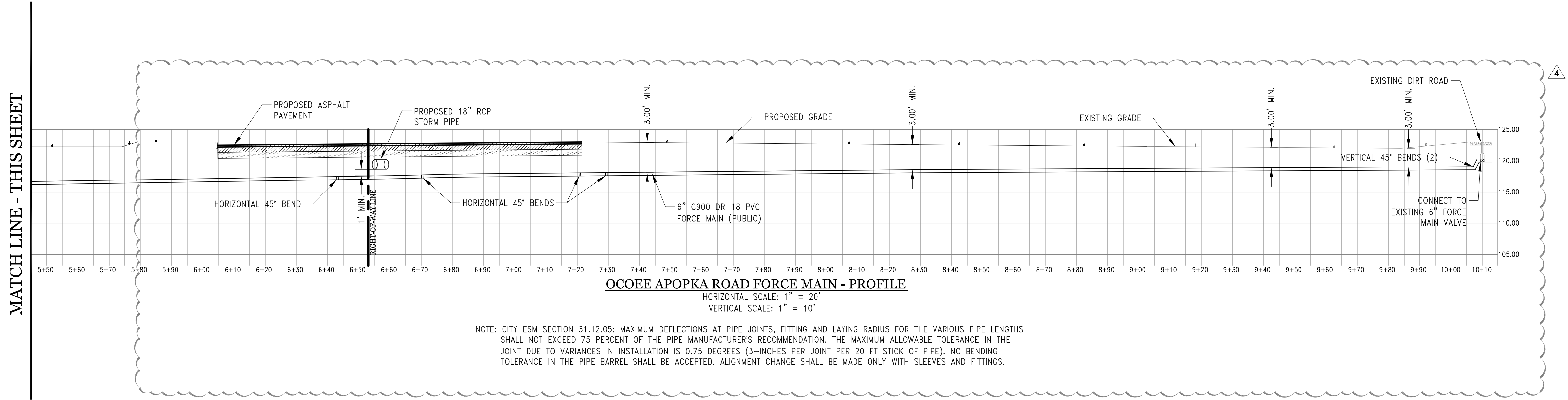
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2	SJRWMD PAC	04.21.23
3	AGENCY COMMENTS	06.30.23
4	CITY COMMENTS	07.27.23

drawn by: JD
checked by: SW
date: 08/05/2022
plot scale: AS SHOWN
project number: 21TSGD001
file name: C500-UTIL-EAST-21TSGD001.DWG



revision	description	date
1	AGENCY COMMENTS	03.20.2017
2	SJRWMD PAC	04.21.2017
3	AGENCY COMMENTS	06.30.2017
4	CITY COMMENTS	07.27.2017

drawn by: JD
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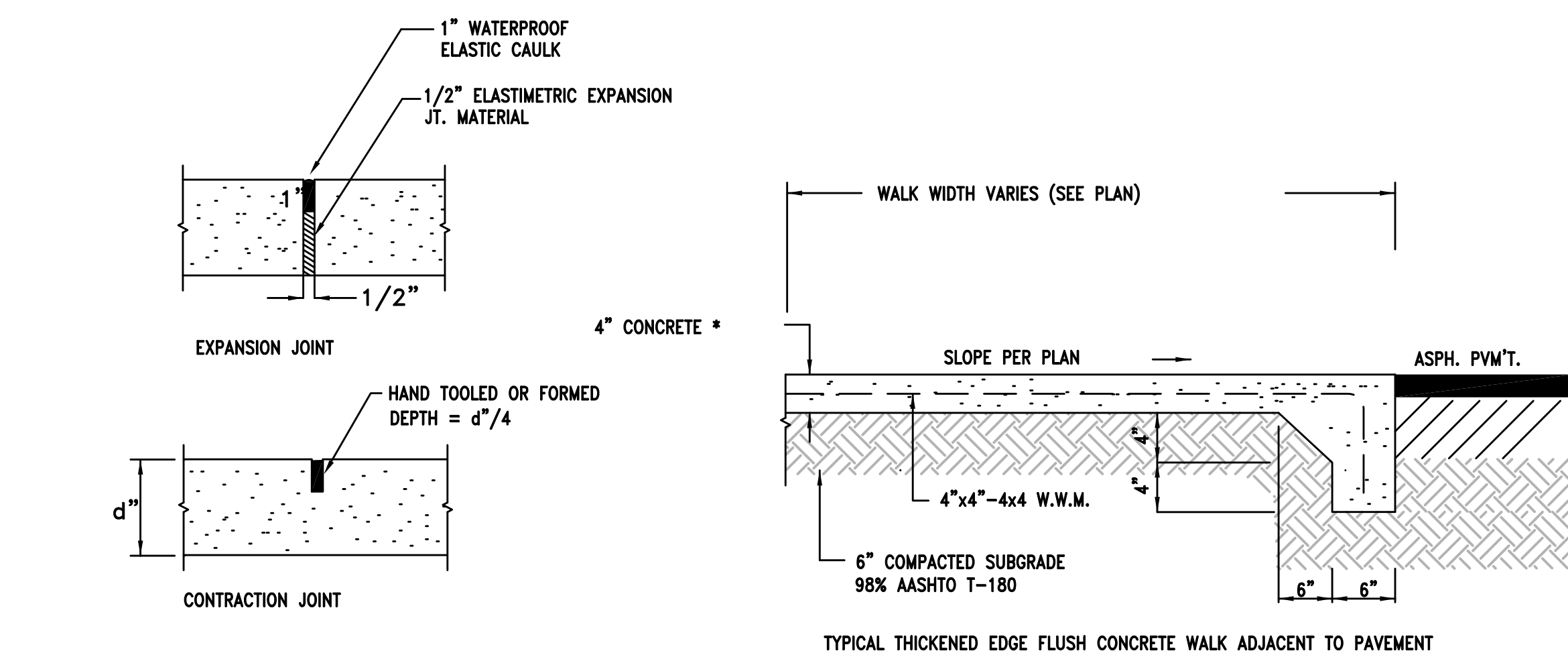
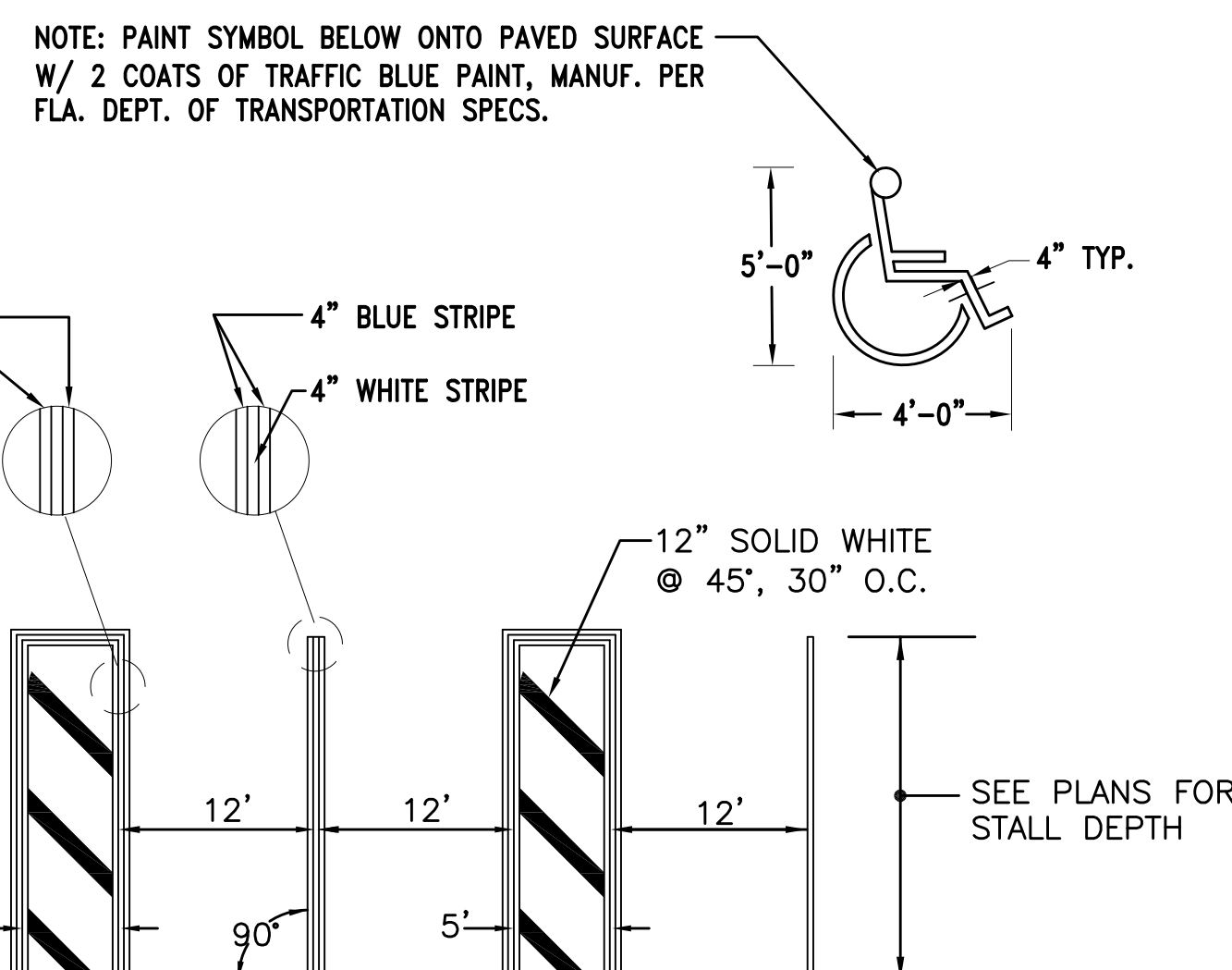
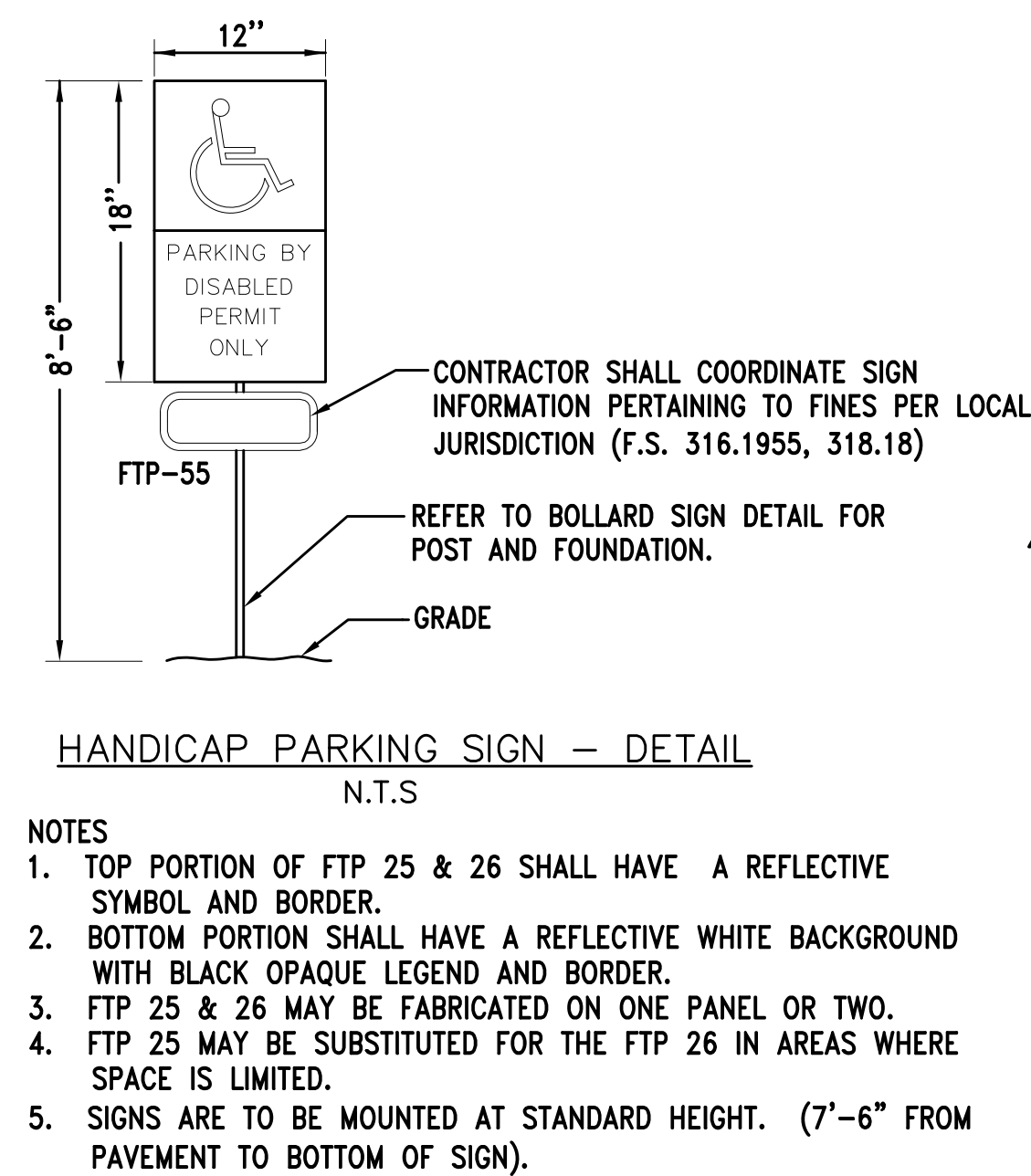
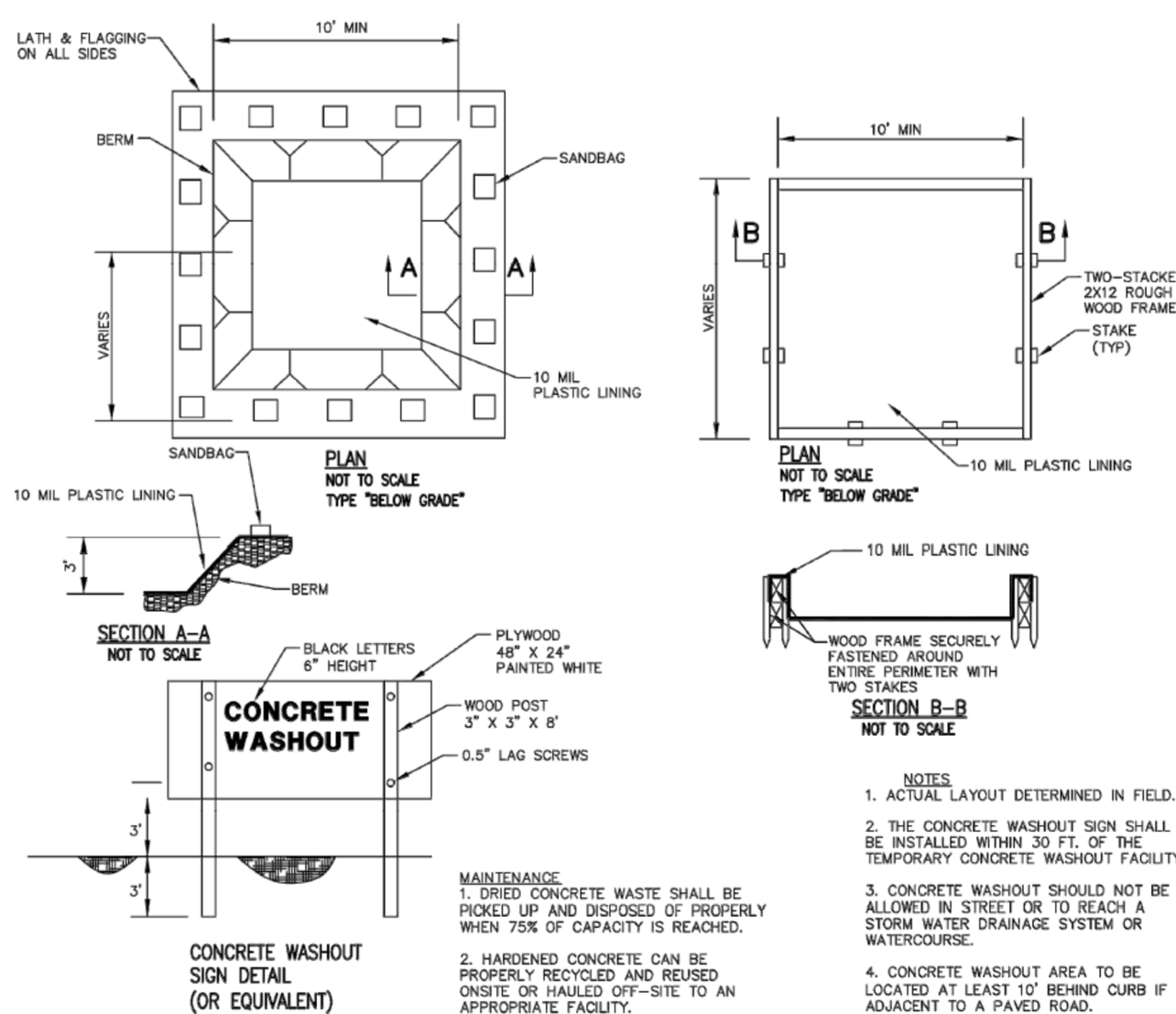
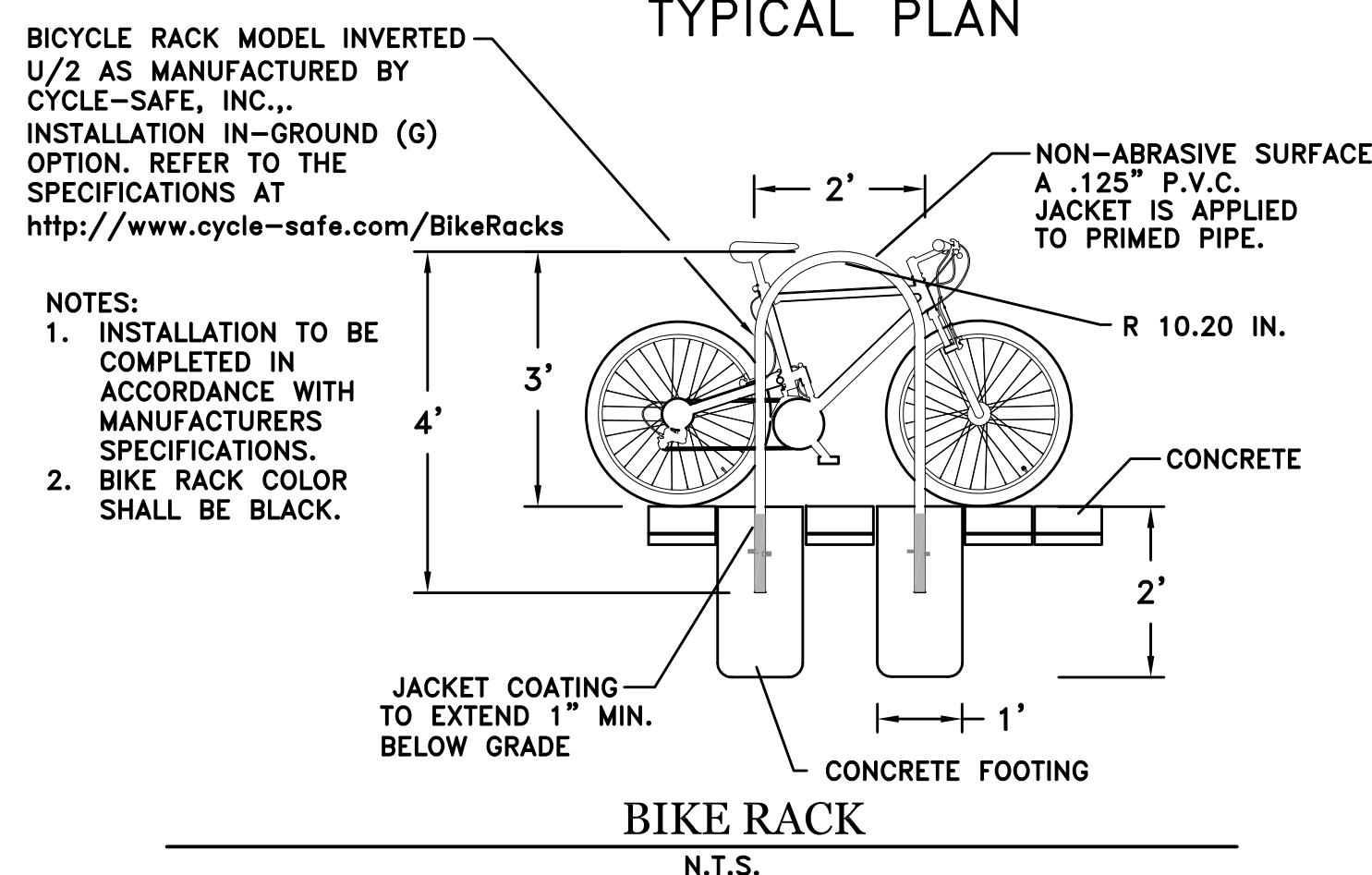
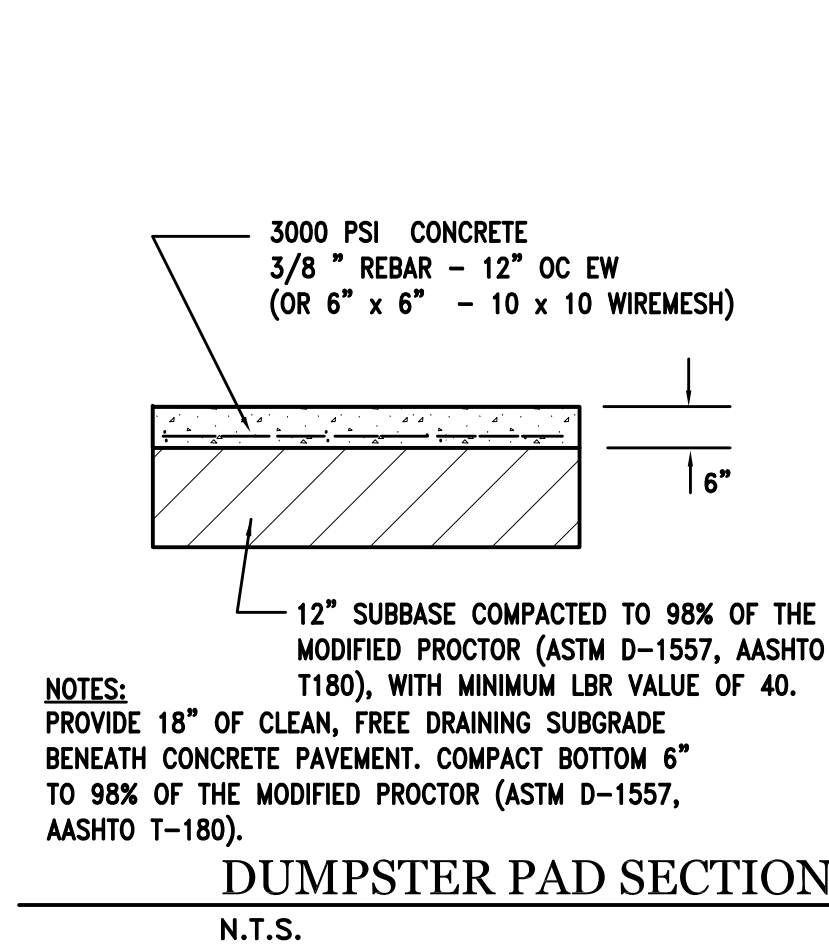
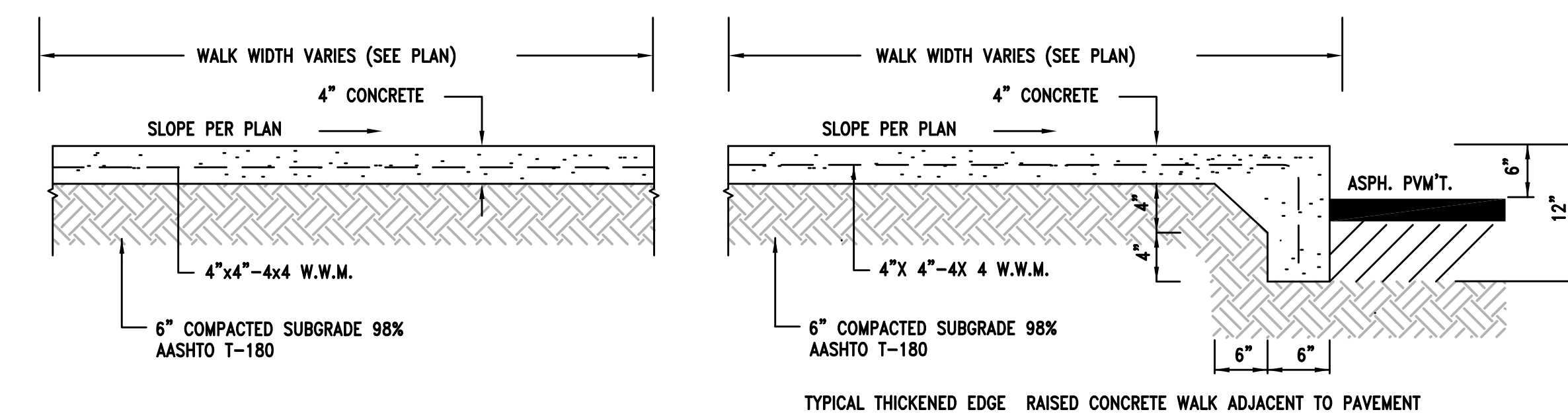
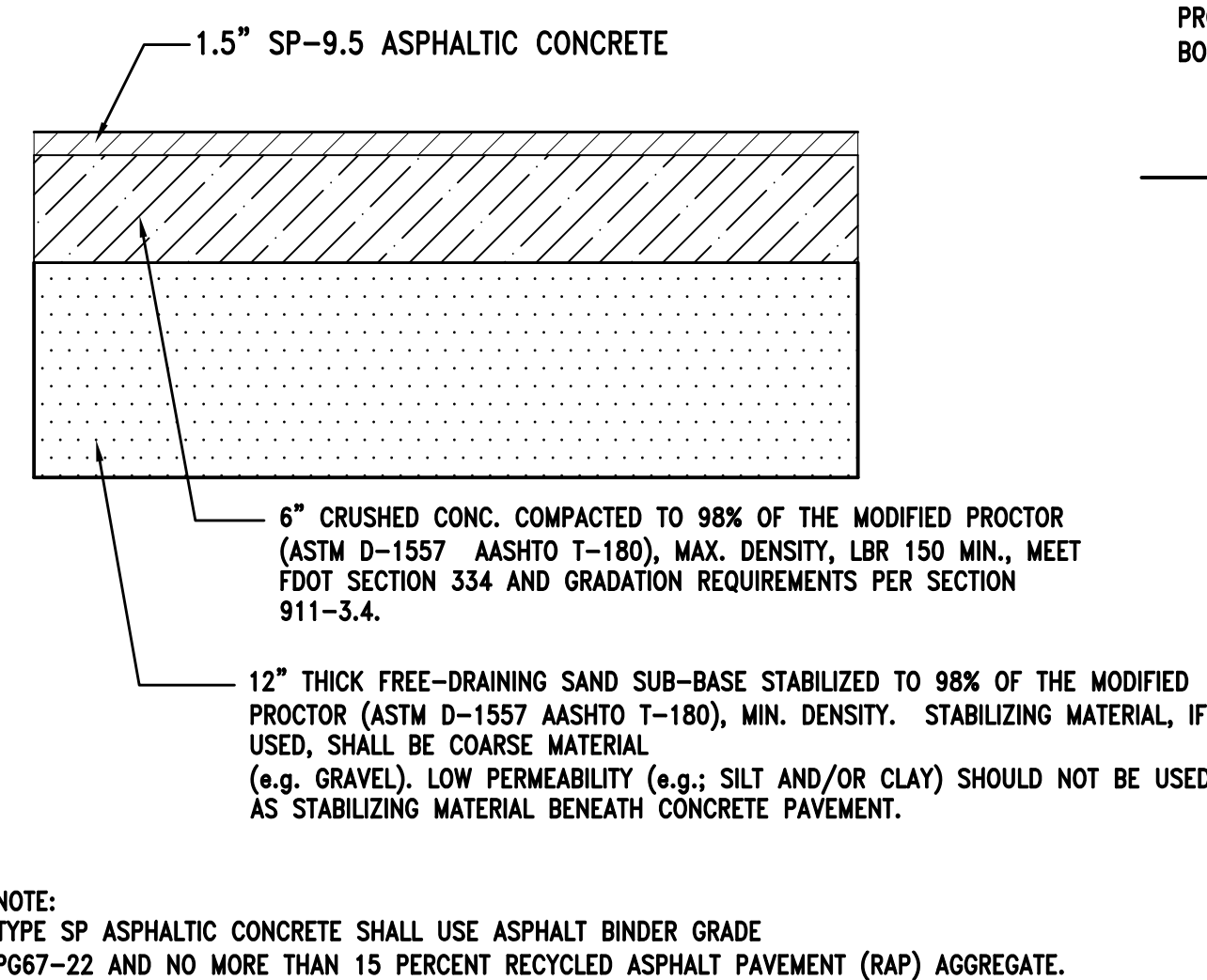
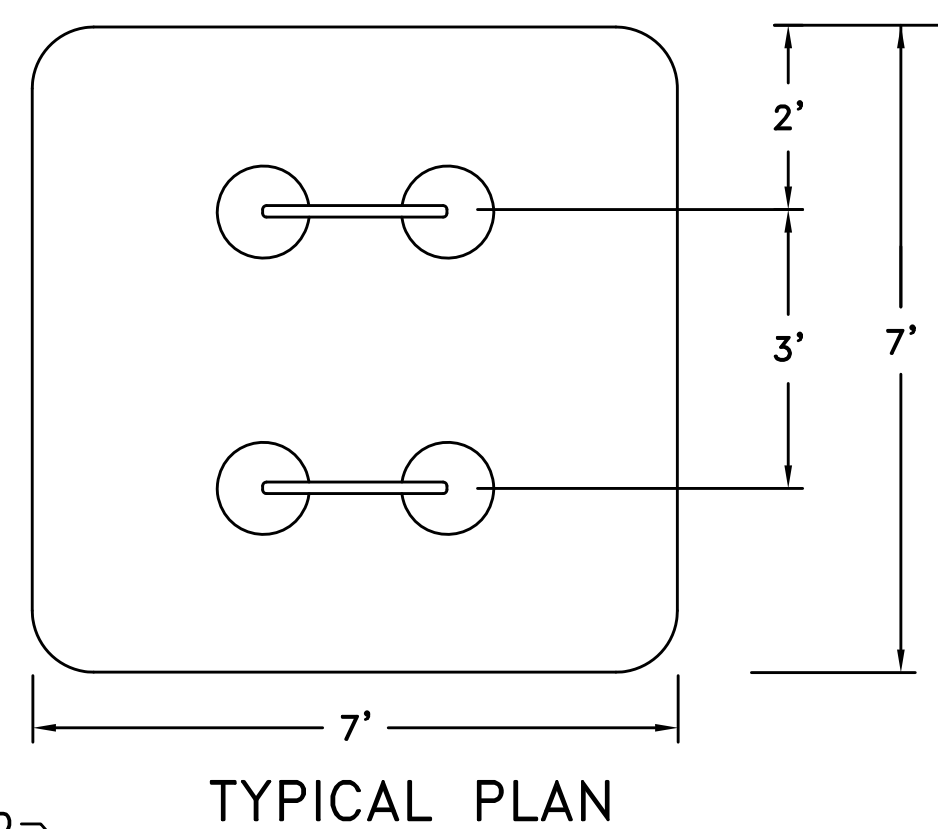
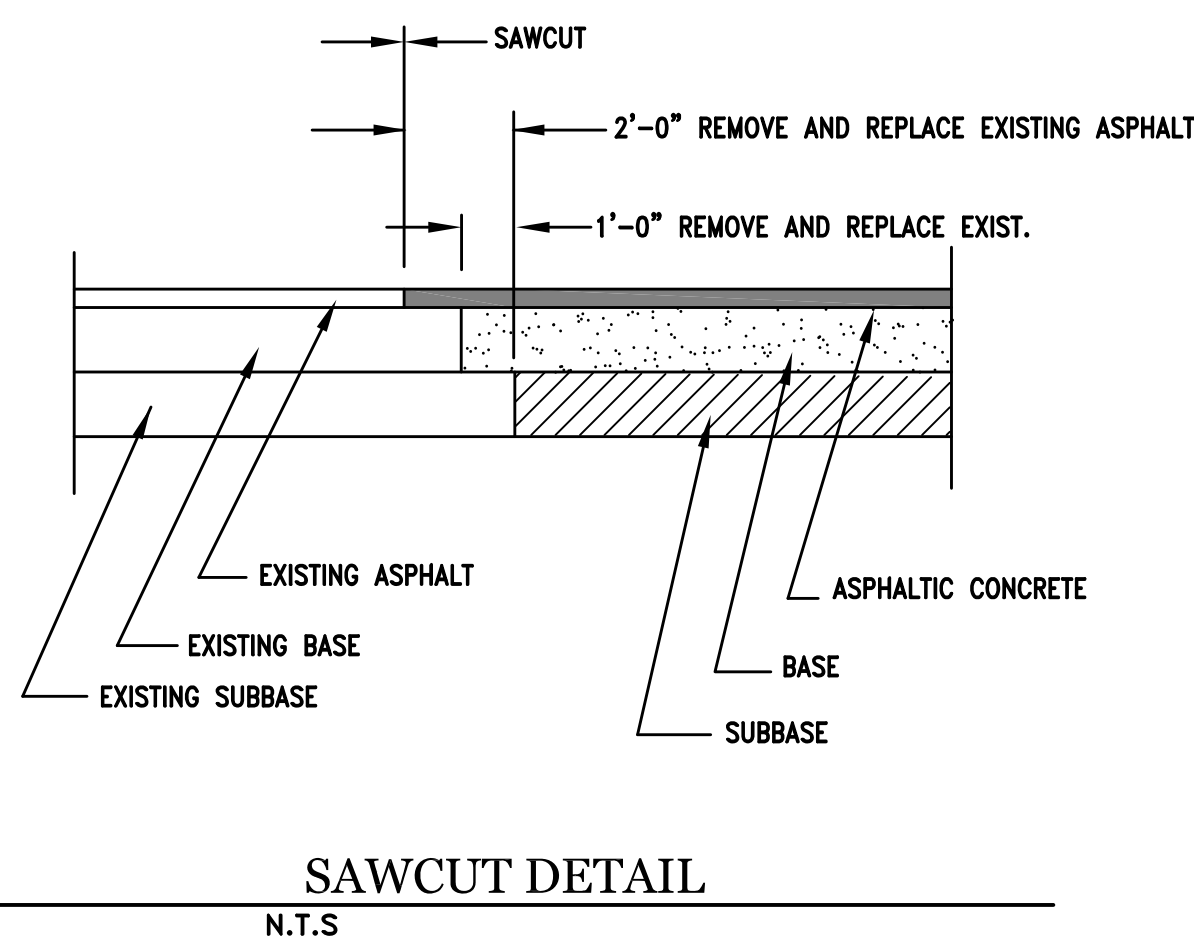
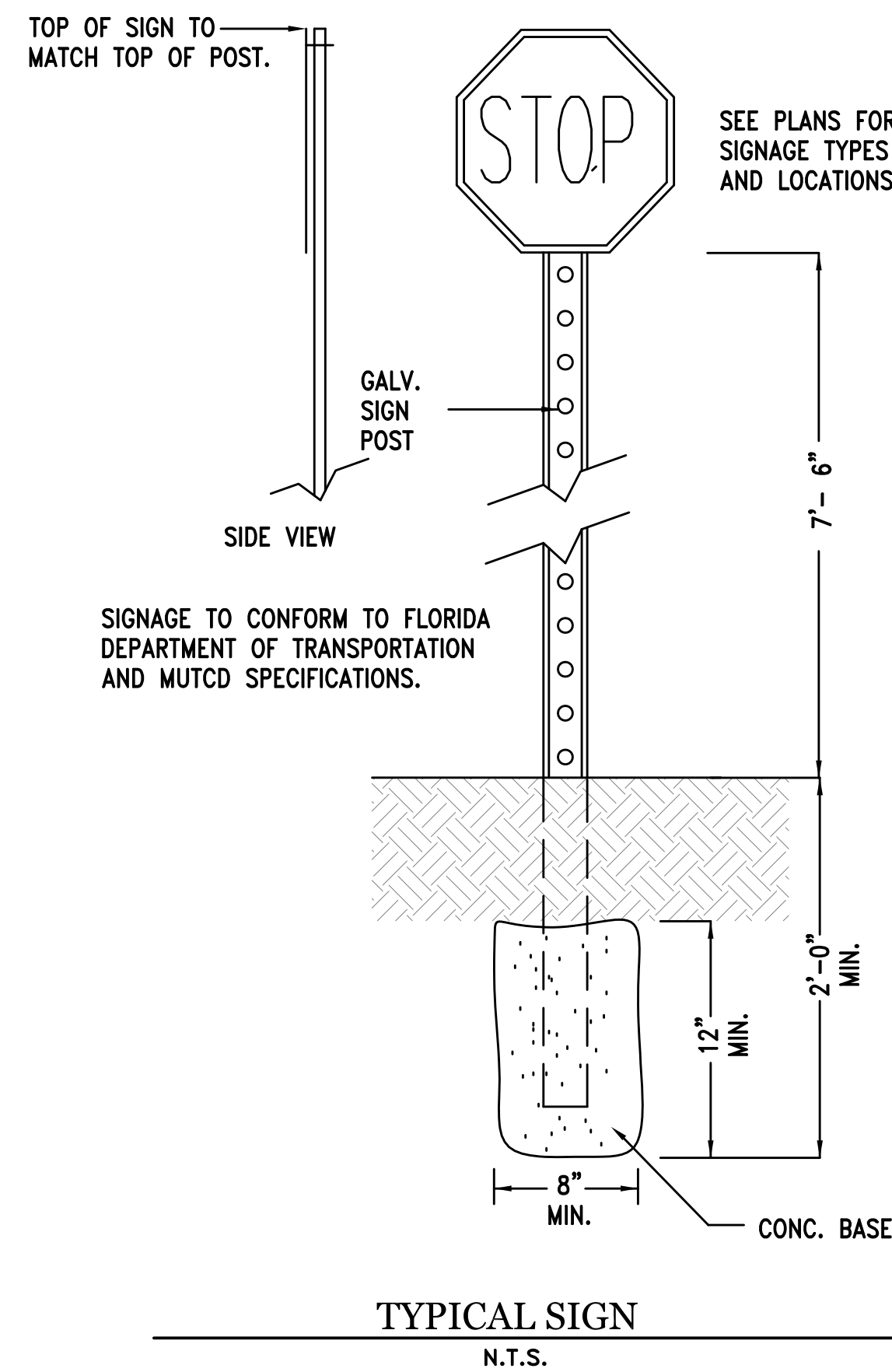
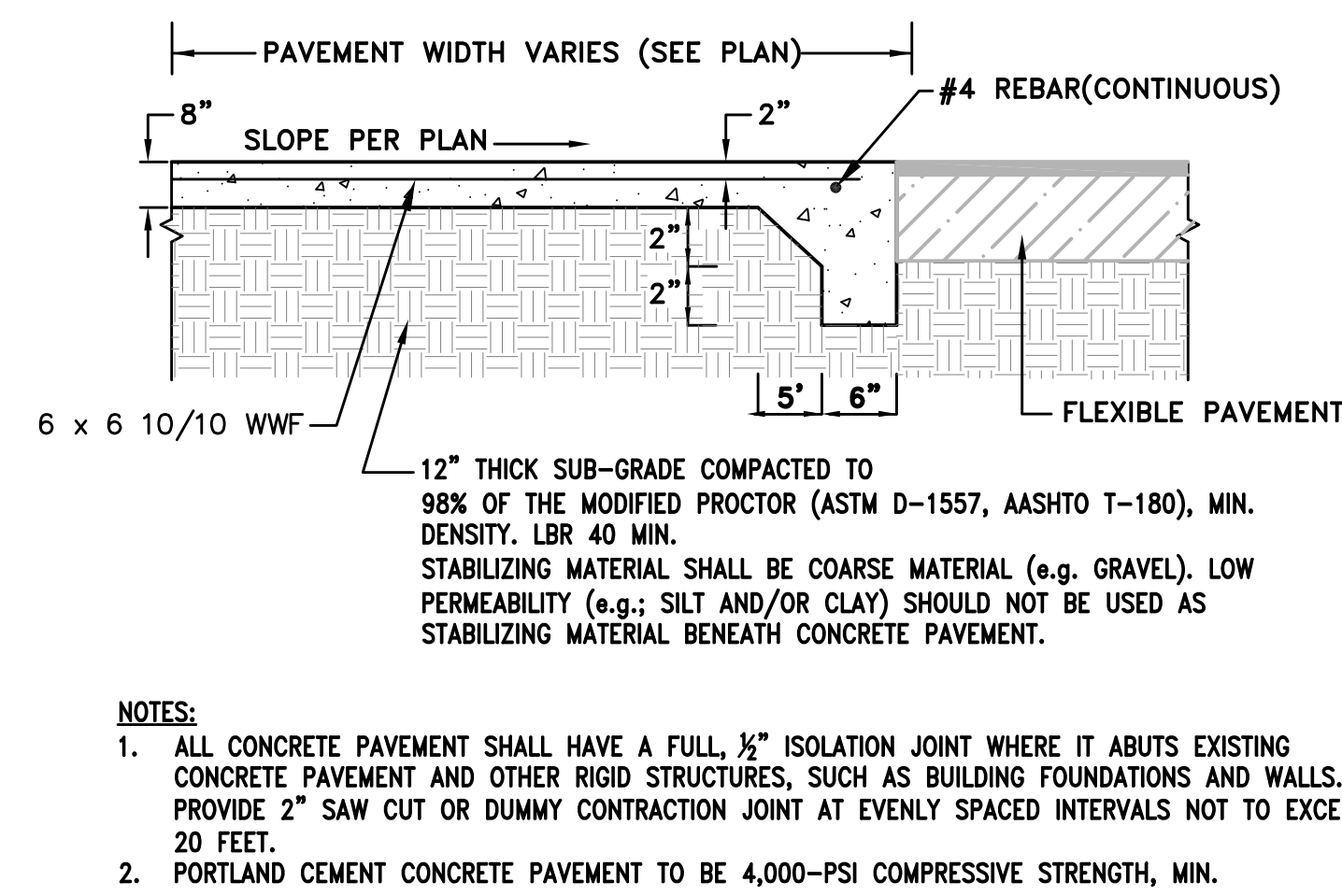
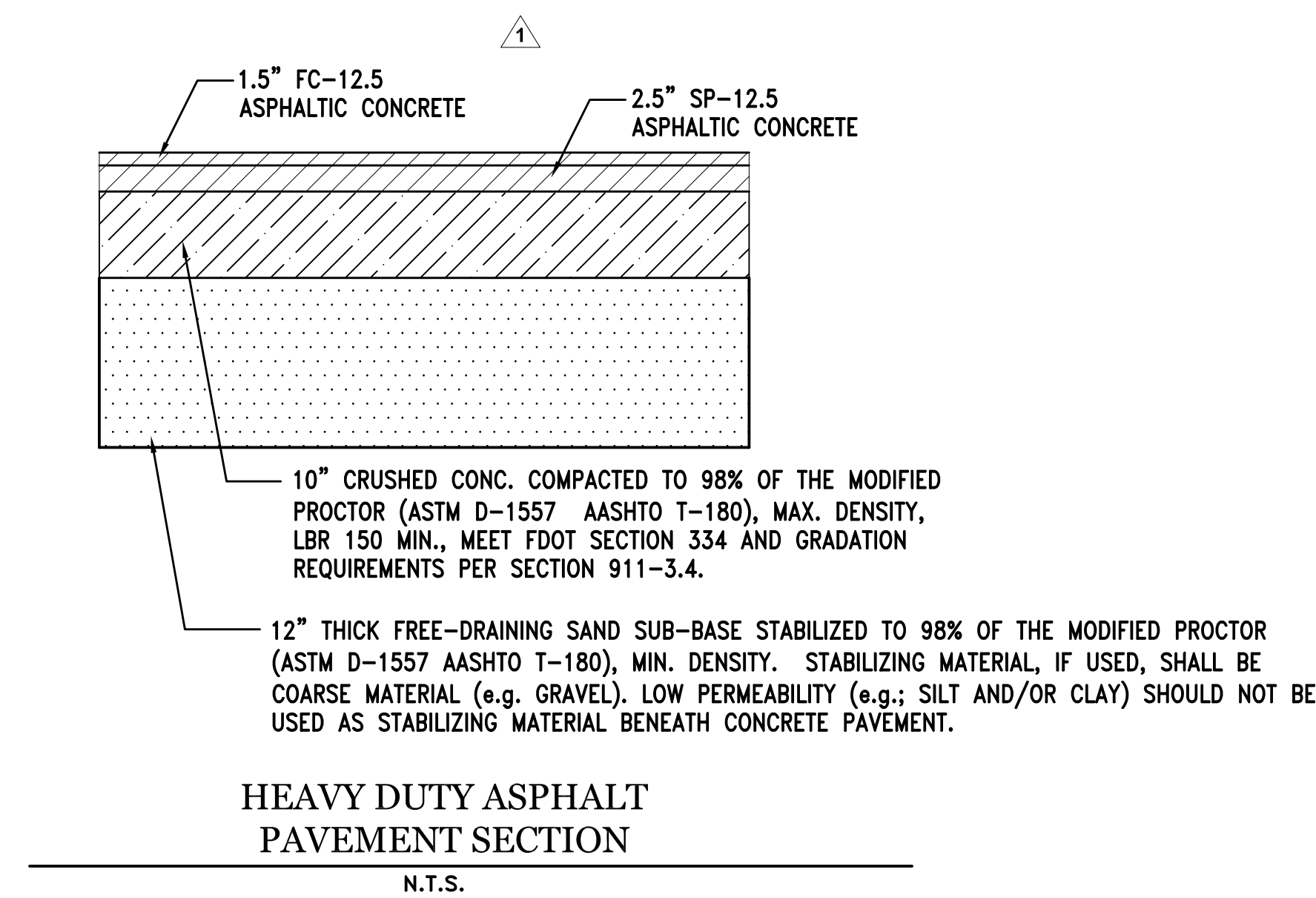
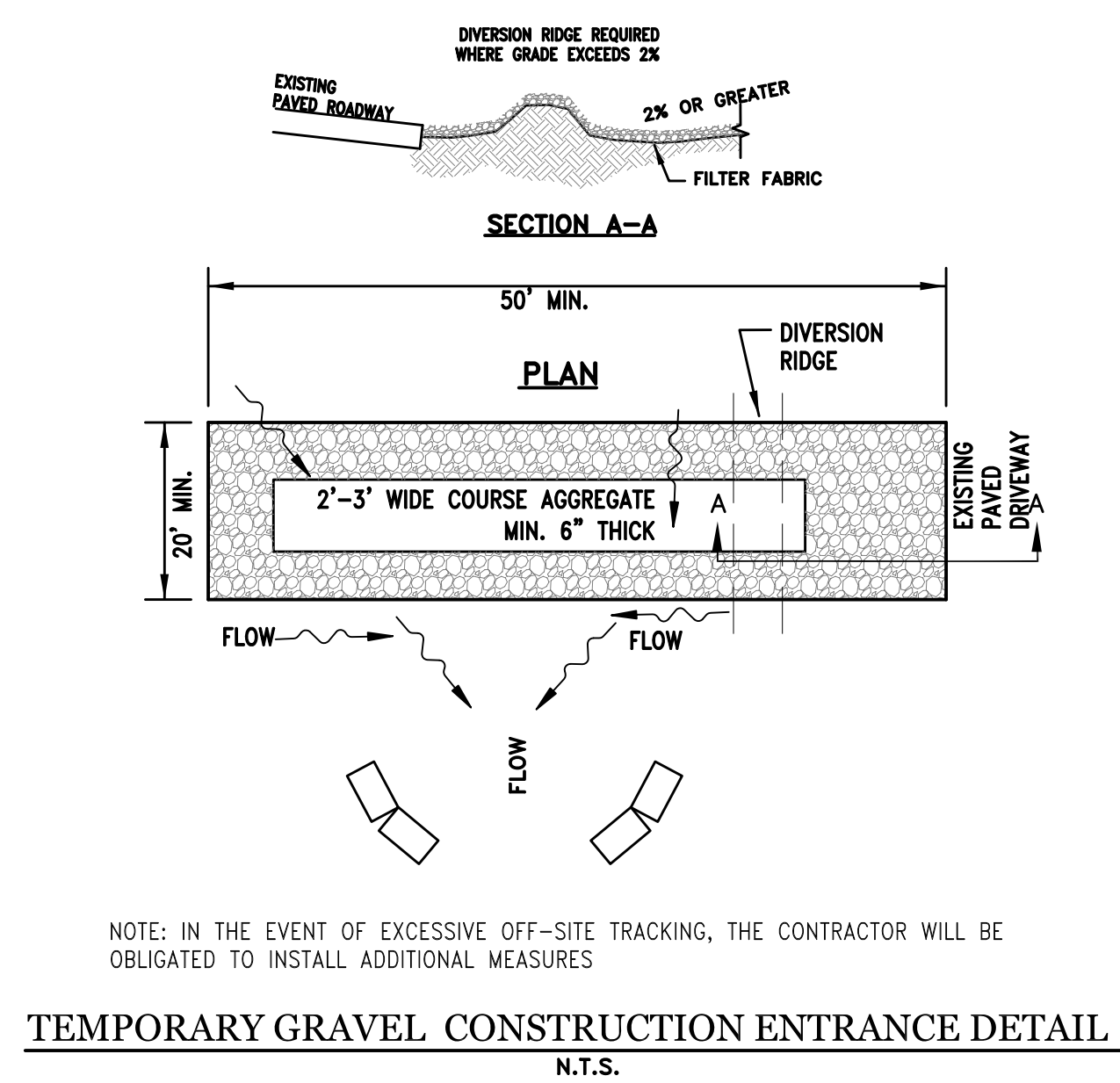
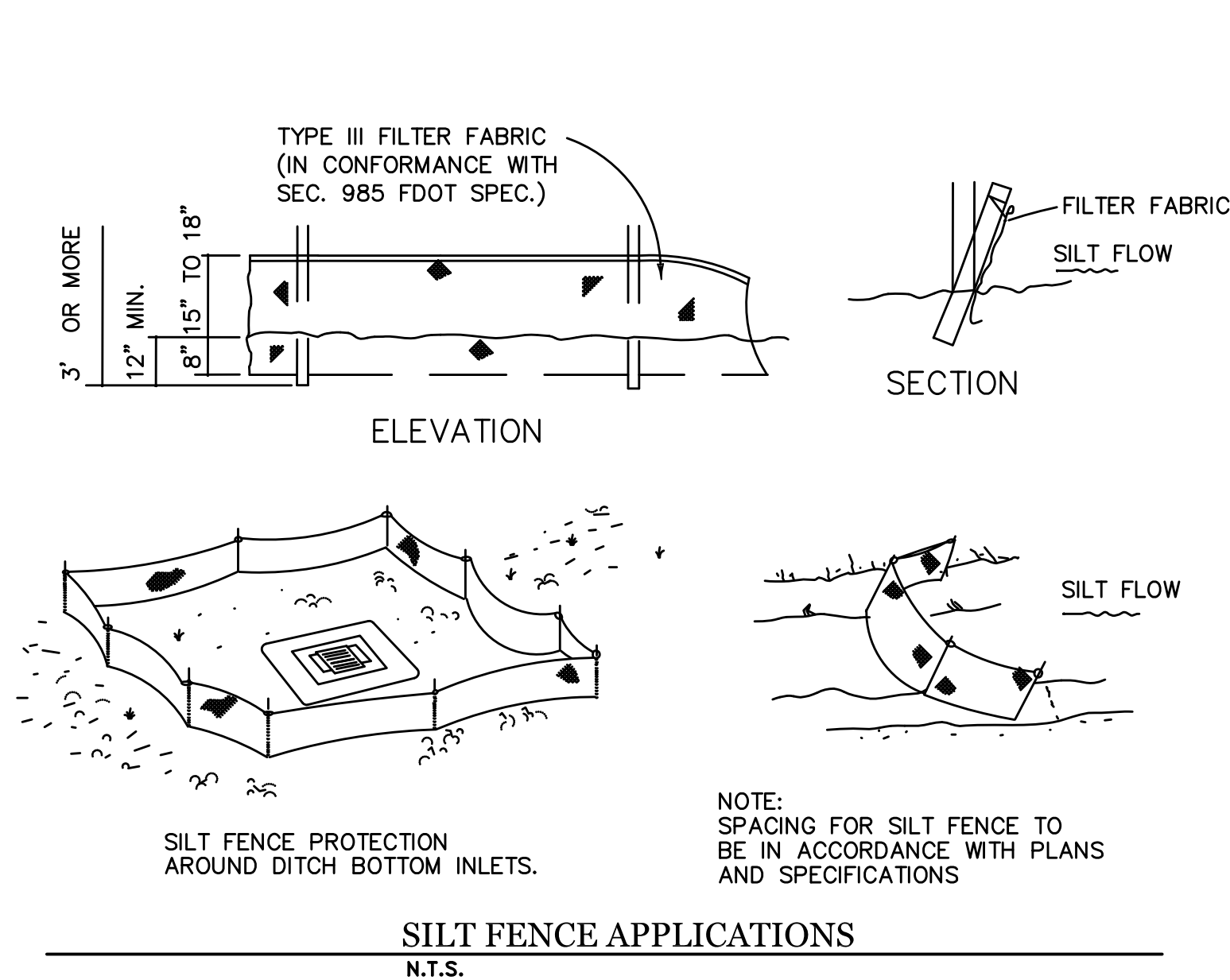
429 BUSINESS CENTER PHASE II EAST

450 OCOEE APOPKA ROAD, OCOEE, FL

UTILITY PLAN AND PROFILE

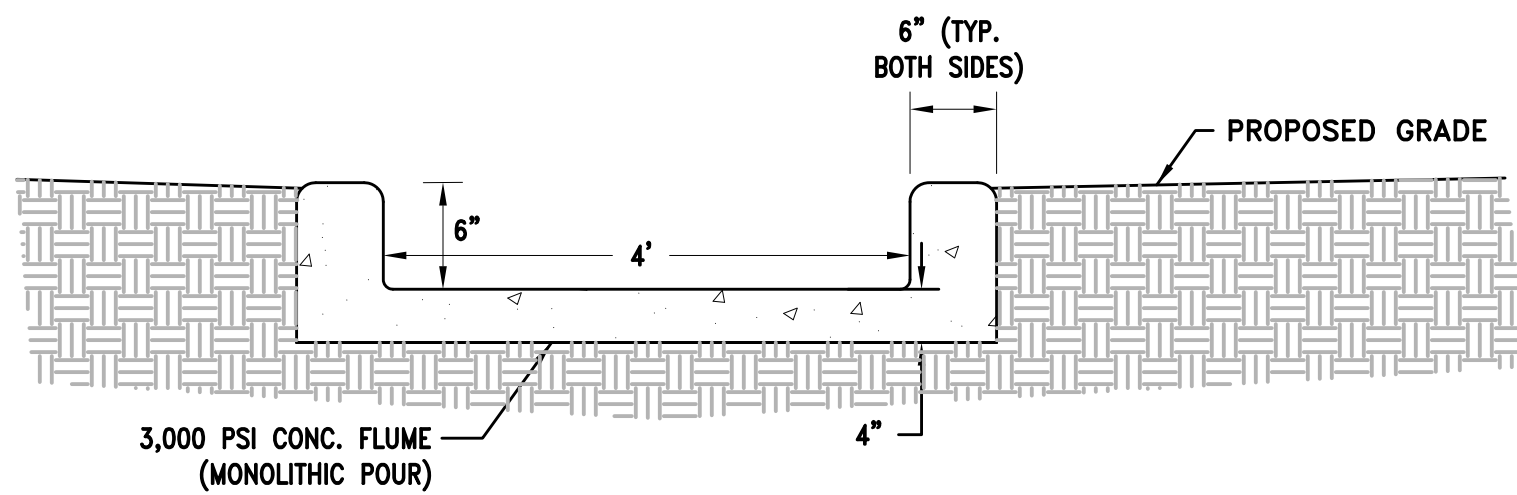
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△	SJRWMD PAC	04.21.23
△	AGENCY COMMENTS	06.30.23
△	CITY COMMENTS	07.27.23
△		
△		
△		

drawn by: JD
checked by: SW
date: 08/05/2022
plot scale: AS SHOWN
project number: 21TSGD001
file name: C500-UTIL-EAST-21TSGD001.DWG



revision	description	date
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<u>2</u>	SJRWMD PAC	04.21.2017
<u>3</u>	AGENCY COMMENTS	06.30.2017
<u>4</u>	CITY COMMENTS	07.27.2017
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drawn by: JD
checked by: SW
date: 08/05/2022
plot scale: AS SHOWN
project number: 21TSGD001
file name: C600-DTLS-EAST-21TSGD001.DWG



CONCRETE FLUME W/ RIP RAP ENERGY DISSIPATOR
N.T.S.



CONTROL STRUCTURE D-27

N.T.S.



RIPRAP PLACEMENT AT MITERED END SECTION

RIPRAP APRON DIMENSIONS AND ESTIMATED QUANTITIES					
INLET PIPE SIZE "D" (IN)	LENGTH OF APRON "L" (FT)	DEPTH OF APRON "H" (FT)	ESTIMATED RIPRAP (CY)	ESTIMATED GEOTEXTILE (SY)	CLASS
24	9	1.5	4.5	16	1
30	13.5	2	12	30	1



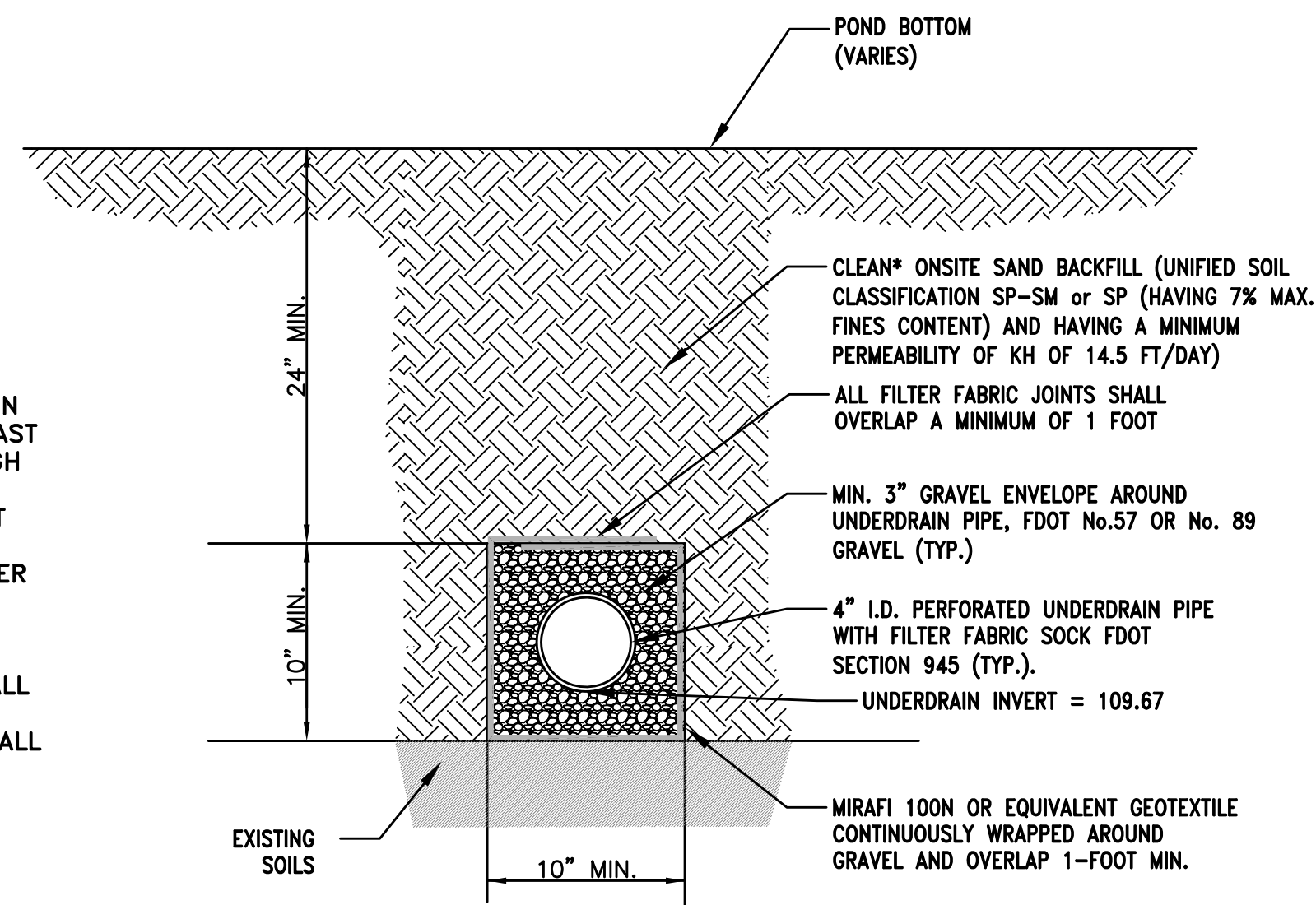
RIPRAP SPECIFICATIONS:

CLASS 1: D MAX = 12 INCHES
D 50 = 8 INCHES
D MIN = 4 INCHES

CLASS 2: D MAX = 24 INCHES
D 50 = 15 INCHES
D MIN = 9 INCHES

RIPRAP SHALL CONSIST OF BROKEN STONE OR BROKEN CONCRETE WITH A BULK SPECIFIC GRAVITY OF AT LEAST 1.90. STONES OR BROKEN CONCRETE SHALL BE ROUGH AND ANGULAR. RIP RAP SHALL BE SOUND, HARD, DURABLE, FREE OF OPEN OR INCIPIENT CRACKS, SOFT SEAMS, OR OTHER STRUCTURAL DEFECTS. BROKEN CONCRETE SHALL BE CLEAN WITH NO REBAR OR OTHER FOREIGN MATERIALS.

D MAX - NO RIPRAP SHALL EXCEED D MAX
D 50 - AT LEAST 50% OF MATERIAL BY WEIGHT SHALL
EXCEED D 50
D MIN - AT LEAST 90% OF MATERIAL BY WEIGHT SHALL
EXCEED D MIN.



NOTES:

1. PERFORATED UNDERDRAIN PIPE SHALL BE DOUBLED WALLED HDPE OR PVC.
2. UNDERDRAIN STONE SHALL NOT BE WATER SOLUBLE STONE (LIMESTONE). WASHED CONCRETE OR GRANITE SHALL MEET FDOT STONE SIZE DISTRIBUTION SPECIFIED IN SECTION ABOVE.

*THE TERM "CLEAN" REFERS TO NON-EXPANSIVE CLEAN EARTH AND GRANULAR MATERIALS, FREE OF ROOTS OR ORGANIC MATERIALS (MUCK). USE OF ROCKS OR LUMPS LARGER THAN 3 INCHES IN ANY DIMENSION IS PROHIBITED

UNDERDRAIN DETAIL

N.T.S.

429 BUSINESS CENTER PHASE II EAST
450 OCOEE APOPKA ROAD, OCOEE, FL

DRAINAGE DETAILS

revision	description	date
1	AGENCY COMMENTS	03.20.23
2	SJRWMD PAC	04.21.23
3	AGENCY COMMENTS	06.30.23
4	CITY COMMENTS	07.27.23

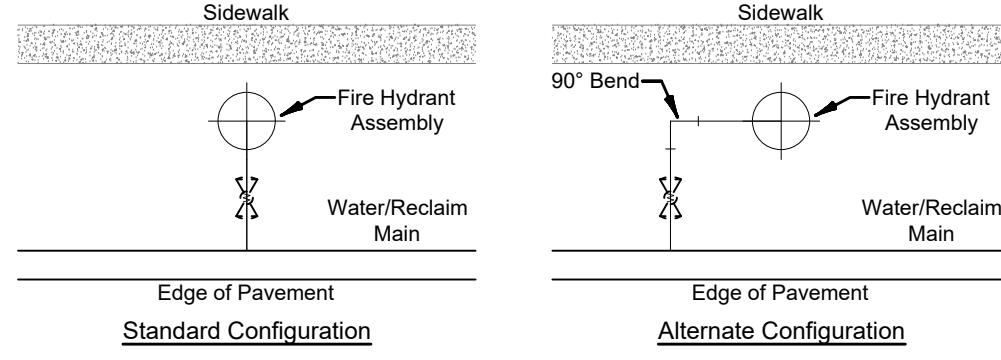
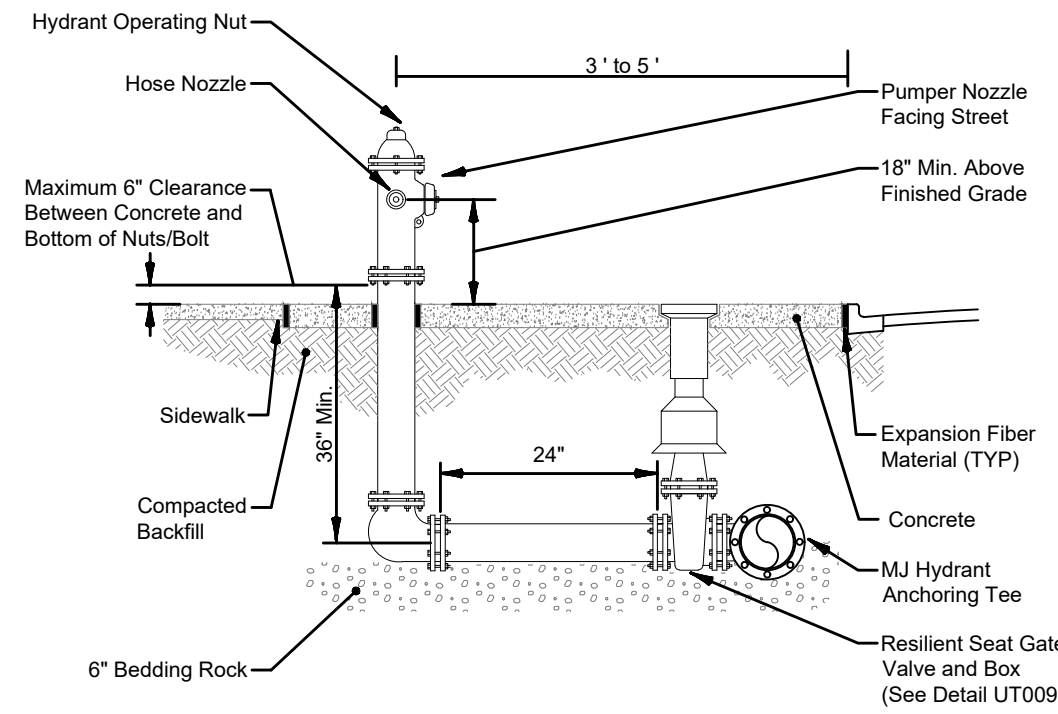
drawn by: JD
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date: 08/05/2022
plot scale: AS SHOWN
project number: 21TSGD001
file name: C600-DTSL-EAST-21TSGD001.DWG

429 BUSINESS CENTER PHASE II EAST
450 OCOEE APOPKA ROAD, OCOEE, FL
WATER & SANITARY DETAILS

revision	description	date
△	AGENCY COMMENTS	03.20.23
△	SJRWMD PAC	04.21.23
△	AGENCY COMMENTS	06.30.23
△	CITY COMMENTS	07.27.23

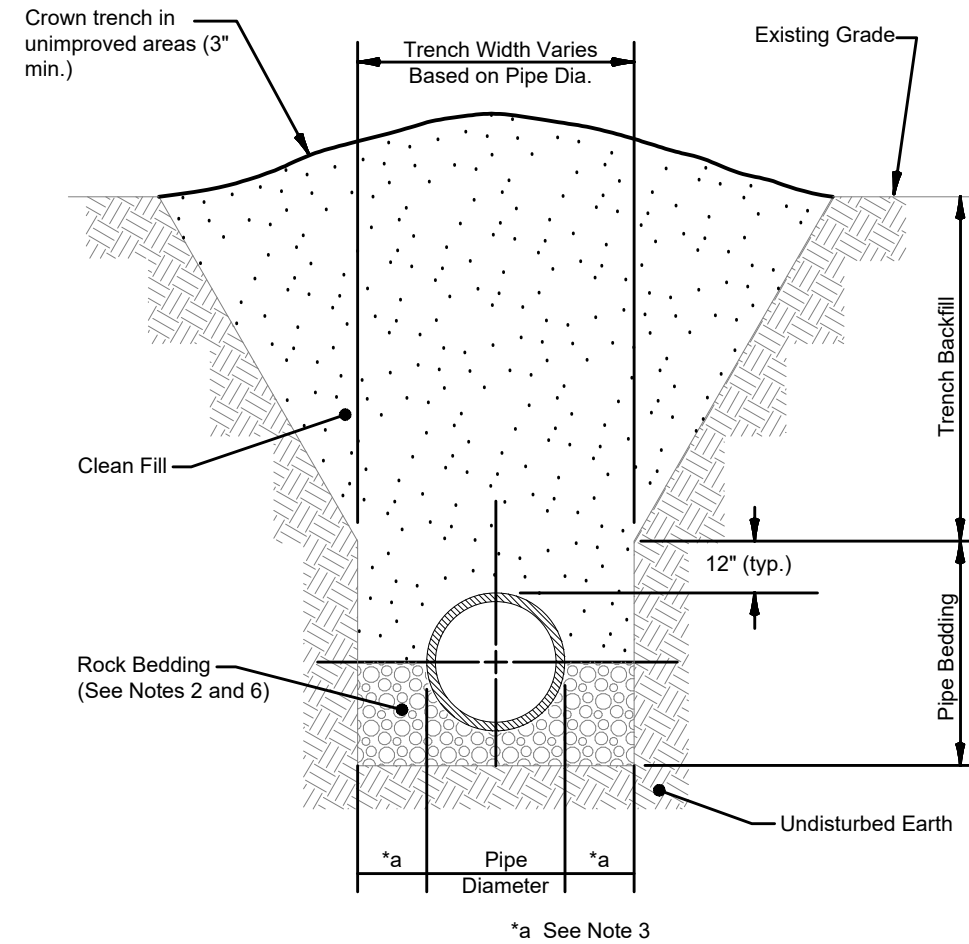
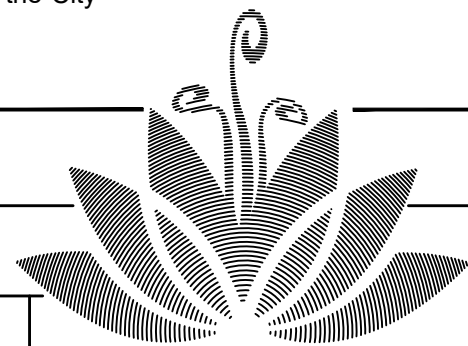
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C800



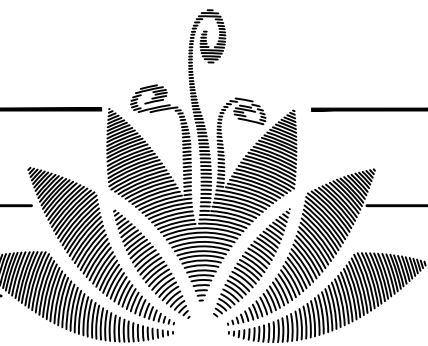
- Notes:**
- Hydrants shall be painted with double coat enamel per the following:
 - Public Potable Water - Safety Yellow Pantone 13-0630TN
 - Reclaimed Water - Purple Pantone 522 C
 - Private Fire - Cherry Red HDC-MD-16
 - Concrete shear pad shall abut between sidewalk and curb. Where sidewalk is not present, concrete shear pad shall be approx. 7'5" x 3'5" min.
 - Concrete shall be 6" thick with fibermesh and shall be fc' of 3,000 psi minimum at 28 days.
 - Any deviation from this detail shall be made known to the City for approval.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT201	Fire Hydrant Assembly
DATE:	June 2021
SCALE:	n/a



- NOTES:**
- Pipe bedding material and trench backfill shall be select common (clean) fill compacted to 95% (86% in roadway) of the maximum density as per ASTM D1557-18.
 - Contractor shall install crushed rock (or equivalent bedding material) where pipe bedding does not provide solid support (yielding or piecing). Depth of material shall be a minimum of 6", or as needed, to provide non-yielding support for the pipe. All unsuitable material shall be removed from pipe bedding unless special provisions are approved by the City.
 - Excavated trench width at pipe haunch shall be sufficient in size for haunch compaction, but shall be no greater than 15" on each side of pipe for pipes less than 24" in diameter (24" for pipes 24" in diameter or greater.)
 - Water shall not be permitted in trench line during construction.
 - Pipe line shall be installed with bell filling facing upgrade.
 - Gravity sewer shall have a 6" minimum rock bed.

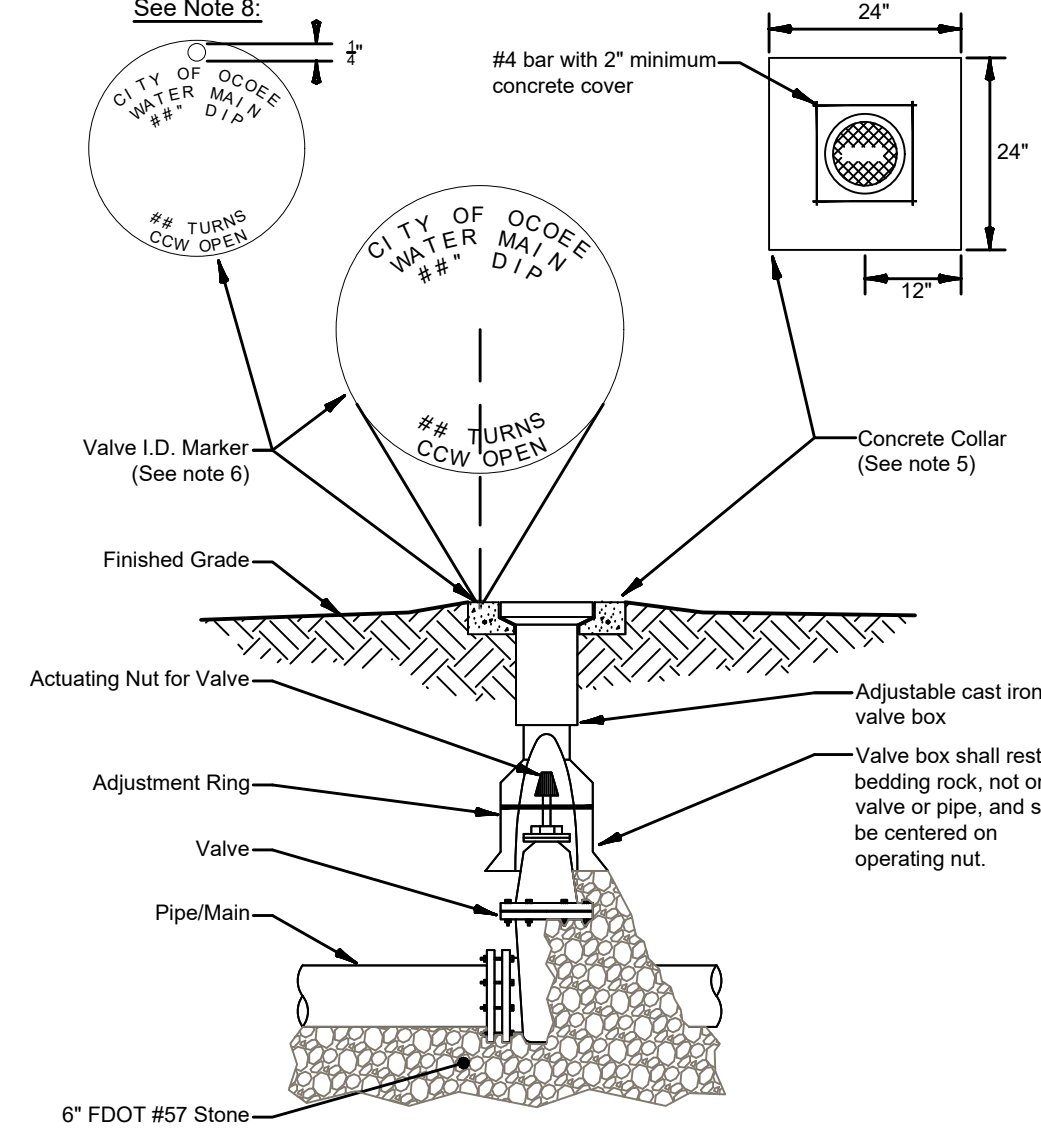
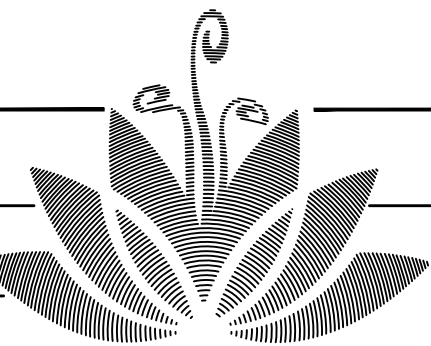
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT001	Pipe Bedding and Trench
DATE:	September 2019
SCALE:	N/A



PVC/HDPE Restraint Table							
Minimum Length (FT) to be Restrained on each side of Fitting(s)							
Fittings	Pipe Size						
	4"	6"	8"	10"	12"	16"	20"
90° Bend	18	24	32	38	44	55	74
45° Bend	10	10	13	16	18	23	31
22 1/2° Bend	10	10	10	10	10	11	15
11 1/4° Bend	10	10	10	10	10	10	10
Plug or Branch of Tee	30	47	64	81	98	133	167

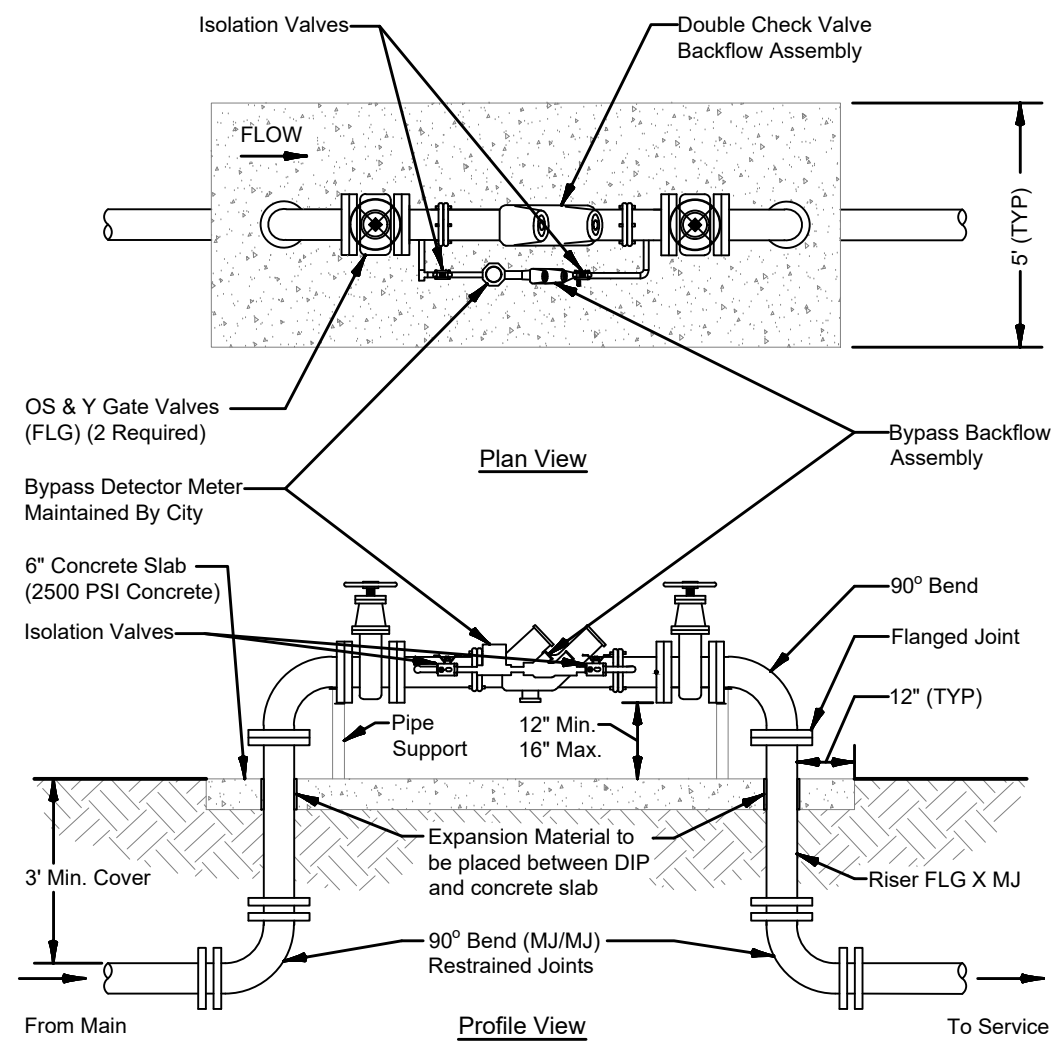
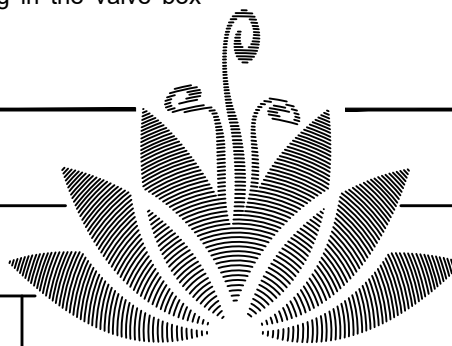
- NOTES:**
- The restraint values as indicated by the "Restraint Table" are minimum values. Design engineer shall be responsible for confirming field conditions, and make adjustments accordingly.
 - All fittings shall have restrained joints unless otherwise indicated.
 - No restraints required if continuous pipe length to fitting is greater than value provided in "Restraint Table" above.
 - Where two or more fittings are laid in-line, use greatest restraint length for coverage.
 - For in-line valves and through run of tees: outside limits of restrained joints from other fittings need not be restrained unless otherwise indicated.
 - Lengths shown in the table have been calculated in accordance with the procedures outlined in "Thrust Restraint Design for Ductile Iron Pipe" as published by DIFRA, with the following assumptions:
Working Pressure: 150 PSI
Soil Designation: SM (Silty Sand, Sand-Silt Mix.)
Laying Conditions: 5
 - For pipe sizes not included in the Restraint Table or pipe material not adhering to given conditions, design engineer shall determine and specify pipe lengths which shall be approved by the City.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT004	PVC/HDPE Pipe Restraint Table
DATE:	April 2019
SCALE:	N/A



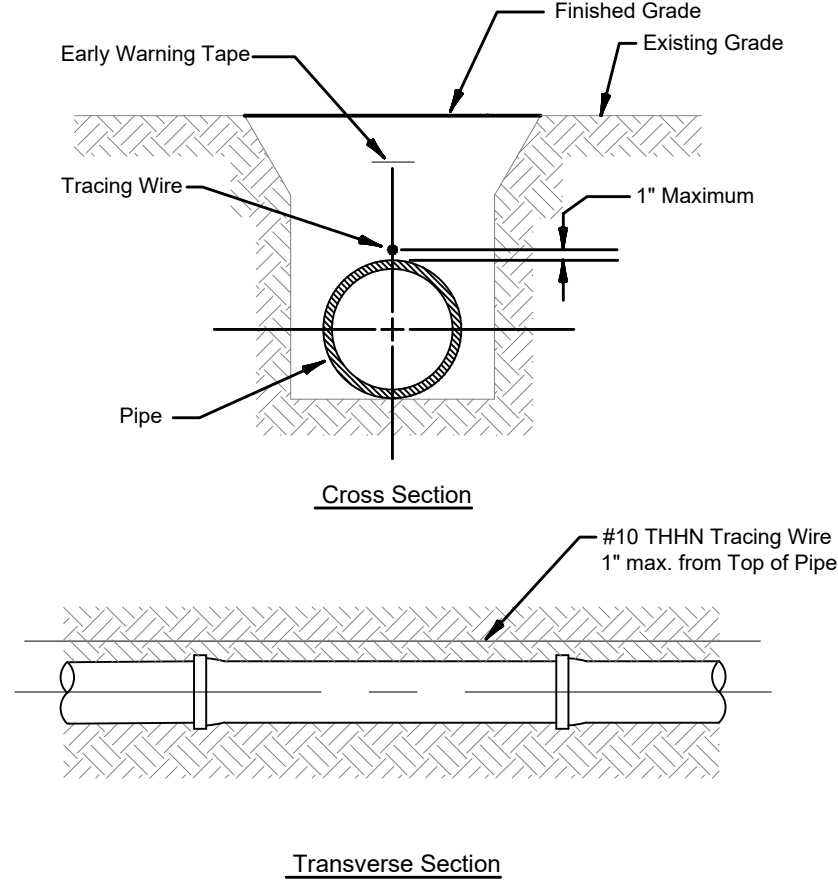
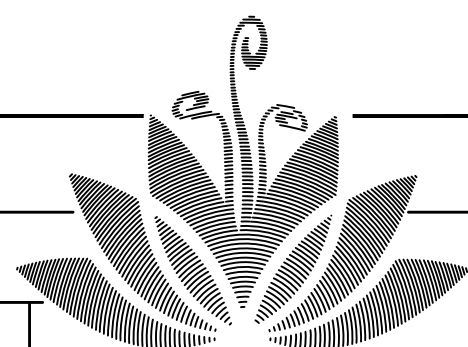
- NOTES:**
- PVC extensions shall not be used on valve box.
 - The actuating nut for valves shall be no deeper than 24" from ultimate finished grade.
 - Valve assembly shall include center spacing guide from the City's Approved Materials List.
 - Where valve nut is more than 36" below grade, valve assembly shall include an extension from the City's Approved Materials List.
 - Valve collar shall be 24" x 24" x 6" square pad and concrete for collar shall be fc' of 3,000 psi minimum @ 28 days for non-pavement areas.
 - Valve Marker shall be from the City's Approved Materials List and shall include "City of Ocoee", main type, size, material, turns to open or close valve, and direction of rotation.
 - Valve Box shall not be located in pavement, sidewalk, or driveway unless approved by the City. If approved, Contractor/Developer shall reach out to the Utilities Department on the location of the Valve Tags.
 - For Valve Box approved in pavement, a disk valve marker shall hang in the valve box anchored to the locating wire.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT009	Valve Box and Cover
DATE:	June 2021
SCALE:	N/A



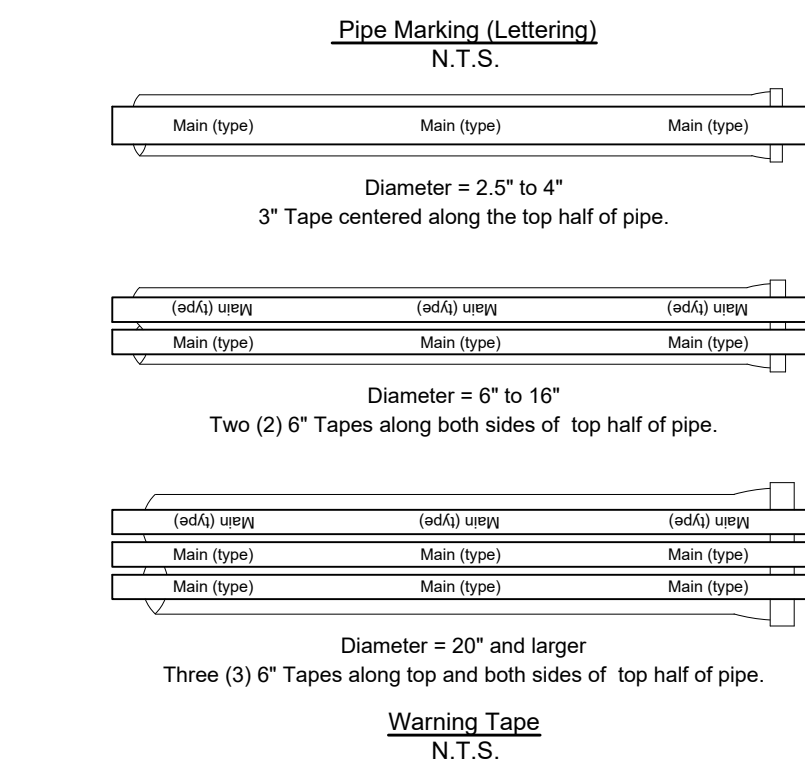
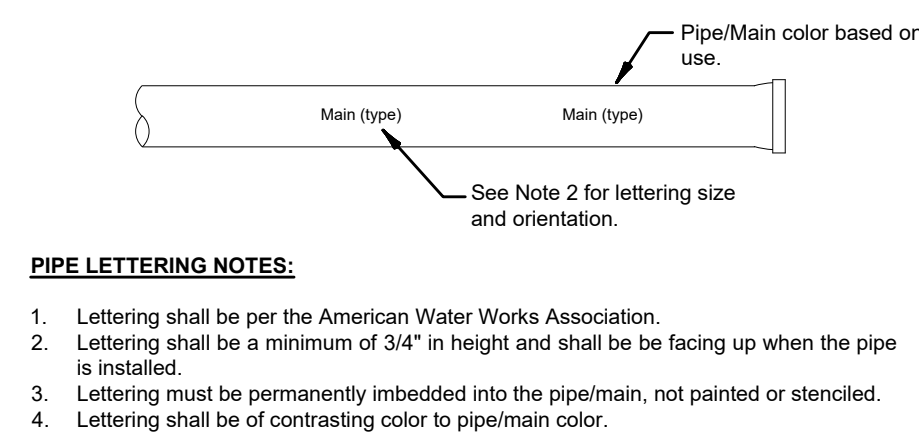
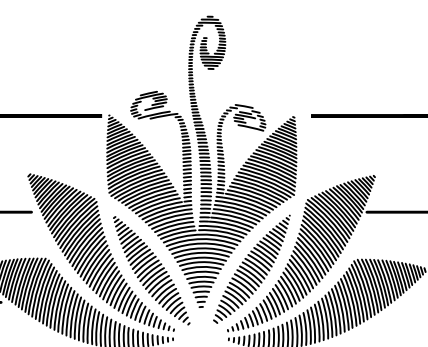
- NOTES:**
- Backflow assembly shall be owned and maintained by the property owner.
 - The City shall own and maintain the meter.
 - Utility easement size minimum shall be 10 feet by 15 feet.
 - The contractor shall contact the inspector for exact assembly length and height above the slab required for the double detector check valve assembly to be installed by contractor. All pipe, fittings, and appurtenances shall be installed by the contractor.
 - All above ground pipe shall be flanged ductile iron.
 - Double detector check valve assembly shall be in conformance with the City's Cross Connections Manual.
 - Bypass meter piping shall be brass

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT210	Double Detector Check Valve Assembly
DATE:	July 2020
SCALE:	N/A



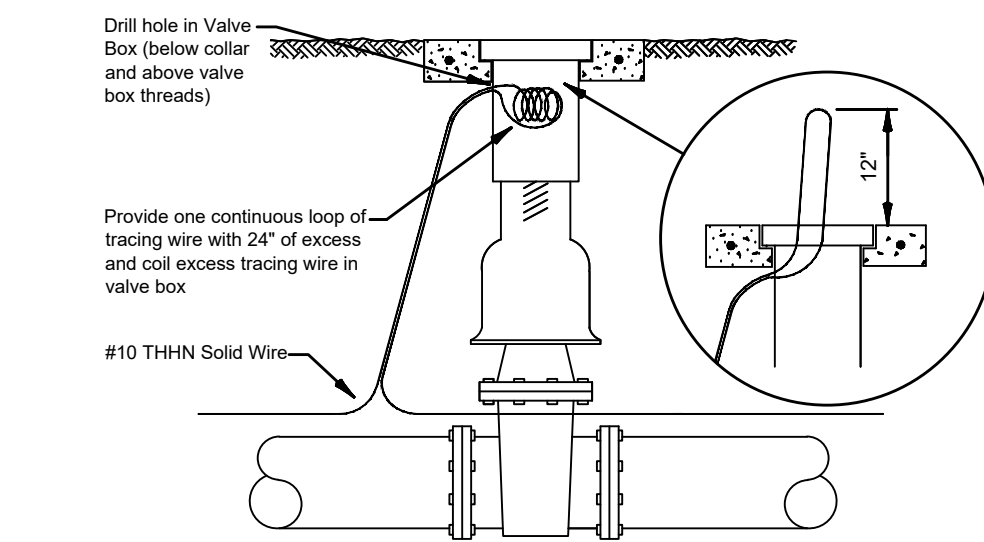
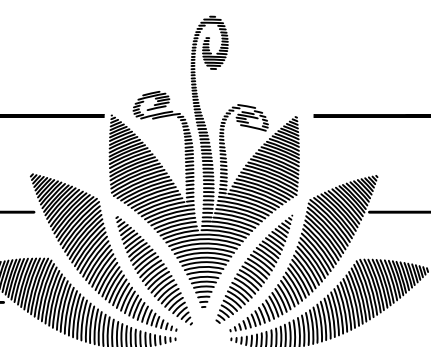
- NOTES:**
- All pipe shall include the installation of #10 THHN copper tracing wire capable of detection by cable locating equipment.
 - Tracing wire shall be buried directly above the transverse centerline of the pipe.
 - End(s) of the locating wire shall be such that wire can be accessed by locating equipment assessing the wire in a valve vault or blow-off box. Wire is required to extend 12" minimum above finished grade.
 - Unless approved by the City, early warning tape indicating the type of pipe shall be required.
 - All directional drill pipe shall have locating wire attached to the top of pipe and shall remain on the top of the pipe during installation.
 - All service lines shall have locating wire placed on the pipe as described in City of Ocoee detail UT206 "Utility Service Connection".
 - All wire splices shall be completed with twist-on type wire nuts with gel or grease filled moisture seal.
 - All tracing wire installation shall be tested and verified for continuity by the contractor prior to final acceptance.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT010	Pipe Locating Wire
DATE:	April 2019
SCALE:	N/A



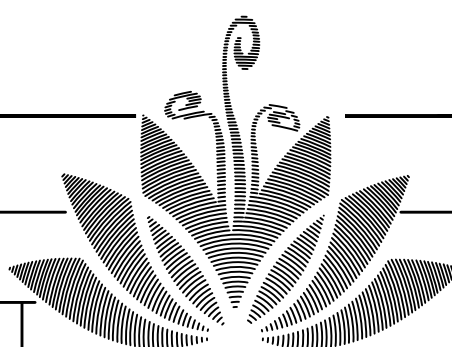
- WARNING TAPE NOTES:**
- Tape color shall be in accordance with (same) as main/pipe color.
 - Tape lettering shall be at least 1" in height with no greater than 12" in spacing.
 - Warning tape shall extend total length of pipe.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT011	Pipe Identification & Warning Tape
DATE:	April 2019
SCALE:	N/A



- NOTES:**
- All pipe shall be installed with #10 THHN solid copper tracing wire. Tracing wire must be installed directly above the pipe in a continuous circuit.
 - Tracing wire shall cover all main, pipe, branches (including fire hydrants) and service connections.
 - Tracing wire shall extend a minimum of 12" above grade at required intervals and/or valve lids.
 - Tracing wire shall be coiled and placed in a valve box and shall be easily accessible.
 - At dead ends of mains, pipe, and/or service, the tracing wire shall be placed in a properly identified cast iron valve box (Valve Box and Cover Detail UT009).

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT012	Tracing Wire Location
DATE:	April 2019
SCALE:	N/A



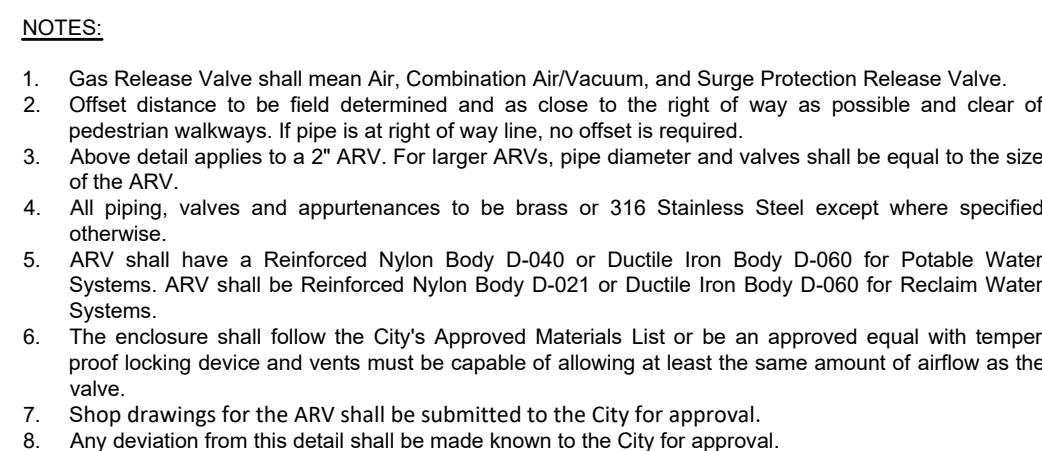
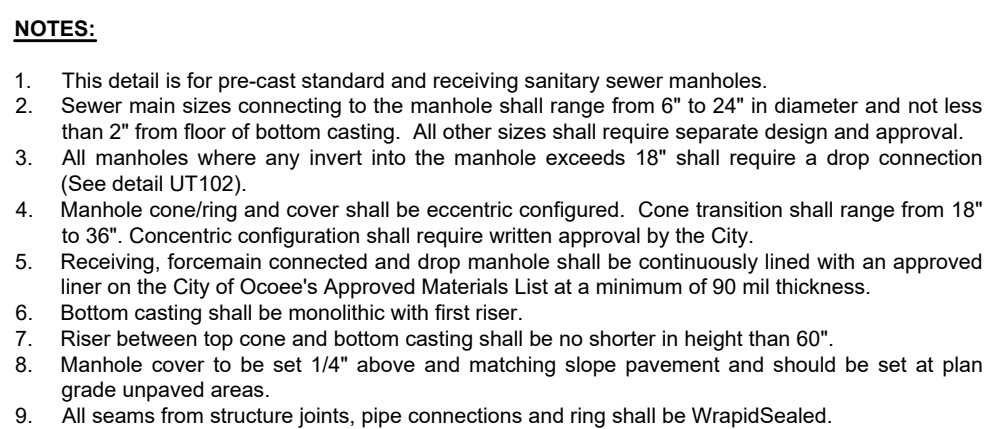
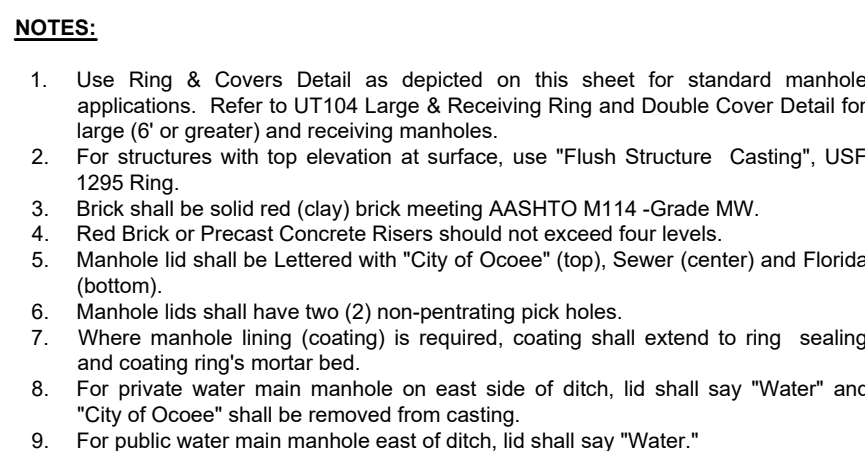
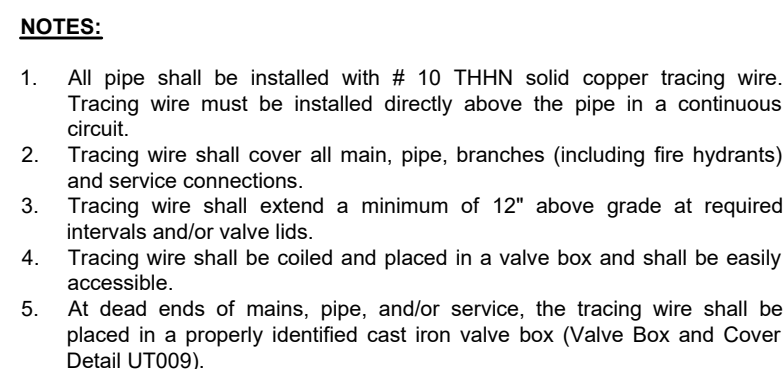
429 BUSINESS CENTER PHASE II EAST
450 OCOEE APOPKA ROAD, OCOEE, FL
WATER & SANITARY DETAILS

revision	description	date
1	AGENCY COMMENTS	03.20.23
2	SJRWMD PAC	04.21.23
3	AGENCY COMMENTS	06.30.23
4	CITY COMMENTS	07.27.23

```
drawn by:      JD
checked by:    SW
date:          08/05/2022
plot scale:    AS SHOWN
project number: 21TSGD001
file name:     C600-DTLS-EAST-21TSGD001.DWG
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NOTES:

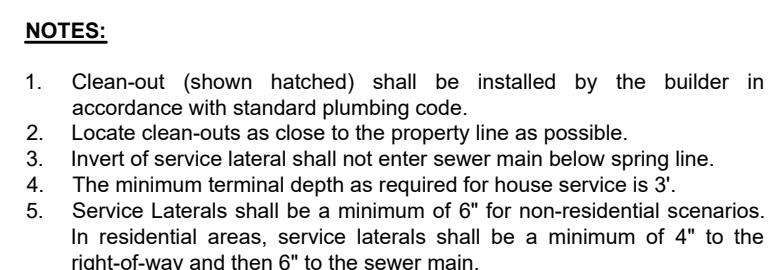
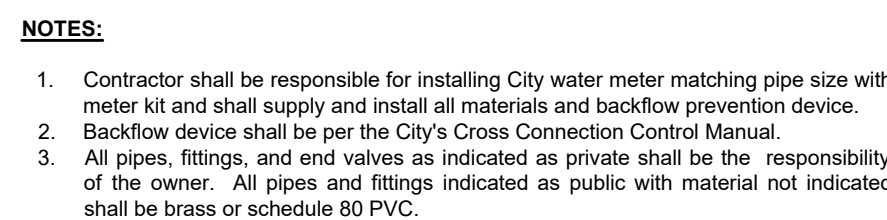
- The resultant values as indicated by the "Restraint Table" are minimum values. Design engineer shall be responsible for confirming field conditions, and make adjustments accordingly.
- All fittings shall be restrained joints unless otherwise indicated.
- No restraints required if continuous pipe length is greater than value provided in "Restraint Table" above.
- Where two or more fittings are in line, use greatest restraint value for coverage.
- For pipe valves and through run of tees, outside limits of restrained joints from other fittings need not be restrained unless otherwise indicated.
- Length shown in the table have been calculated in accordance with the following formula: $L = 100 / \sqrt{P}$ (where L = Restraint Length for Ductile Iron Pipe as published by DIPRA, with the following assumptions:
 Working Pressure: 150 PSI
 Soil Designation: SM (Silty Sand, Sand-Silt Mix.)
 Laying Conditions: polyethylene
- For pipe encased in pipe, use values given in parentheses or increase the given value by 100%.
- For pipe sizes not included in the Restraint Table or pipe material not adhering to given conditions, design engineer shall determine and specify appropriate restraint length.



NOTES:

- The table above represents the minimum separation requirements as described in the City's Engineering Standards Manual. The most stringent requirements of the City's Standards and the guidelines set forth in the Engineering Standards Manual shall prevail. The table shall be used to determine the minimum and existing or proposed utility locations.
- Joint spacing shall be based on one full length water pipe centered above or below other pipes. The length of the water pipe shall be the distance between the center of the existing or proposed pipes. The water pipe shall be above the other pipe unless otherwise approved by the City.
- For water pipes, the water pipe shall be above the other pipe. The water cannot be achieved from the outside of the potable water pipe and the outside of the other pipe/main, preferred separation shall be 12" (3.05 m). For gas pipes, the gas pipe shall be 60" (1.52 m) above the other pipe. A F.D.E.P. approval may be allowed upon approval by the City's Utilities Department.
- If it is not technically feasible or economically sensible to comply with the requirements set forth in the City's Engineering Standards Manual, a written description must be submitted to F.D.E.P. and the City's Engineering Department for review and approval. A description must be submitted to F.D.E.P. with alternative construction conditions. Proof of F.D.E.P. approval for exceptions shall be submitted to the City's Engineering Department.

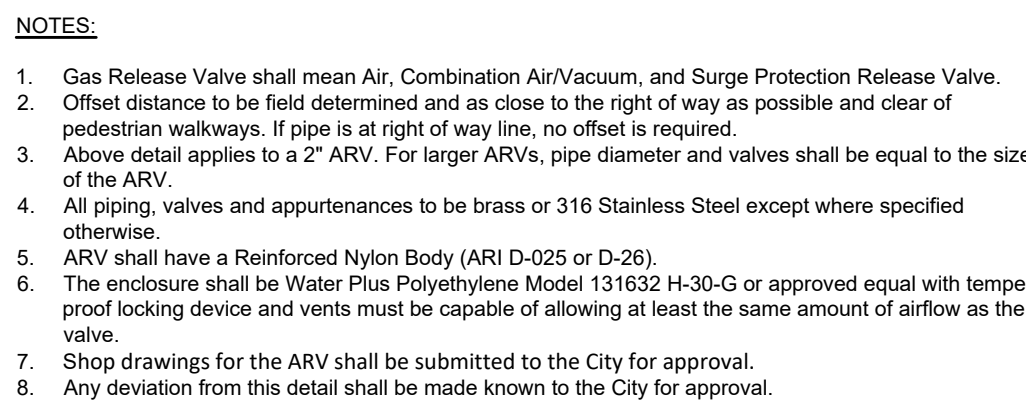
- For the purpose of this table, reclaimed water shall mean unrestricted public access reuse water as defined by F.A.C. 62.610. Other types of reclaimed water, not treated to public contact levels, shall be considered raw water.
- Alternative water, such as storm water used for irrigation, shall be considered reclaimed water for separation requirements.
- For water pipes, the water pipe shall be above the other pipe.
- Separation distance provided above shall mean the horizontal and/or vertical distance measured for the outside dimension of each pipe.
- All Sanitary and Storm Drains shall follow separation requirements above.
- Potable water pipes shall be laid above all pipes conveying raw sewage whenever they cross.
- All utilities shall be installed with 36" of cover over the top of pipe. Cover shall be measured with current methods and shall be uniform.
- No potable water pipe may pass through a sanitary sewer structure. Penetration through sewer current methods shall be used.
- Structural shall refer to foundations, walls, etc. Additional separation shall be required by the City for construction of, including, but not limited to: levee, levee, multi-story commercial buildings, superstructure structures, retaining walls, bridges, railroads, high voltage transmission mains, spans, etc.



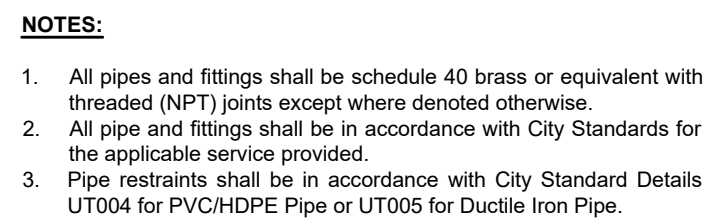
429 BUSINESS CENTER PHASE II EAST
450 OCOEE APOPKA ROAD, OCOEE, FL
WATER & SANITARY DETAILS

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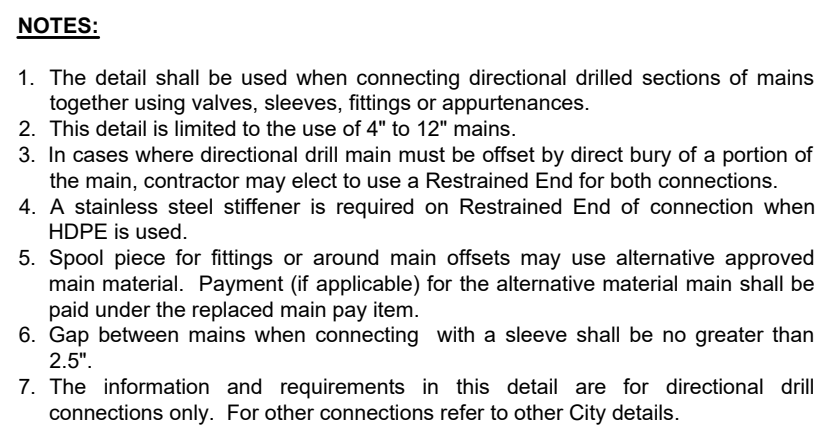
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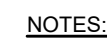
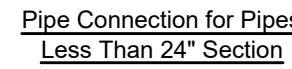
DETAIL NO. UT106a	CITY OF OCOEE CONSTRUCTION DETAILS	
	Gas Release Valve Wastewater	
DATE: June 2021		SCALE: N/A



DETAIL NO. UT203	CITY OF OCOEE CONSTRUCTION DETAILS	
	Blow Off Assembly	
DATE: April 2019		SCALE: N/A

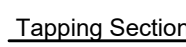


DETAIL NO. UT014	CITY OF OCOEE CONSTRUCTION DETAILS	
	Direction Drill HDPE Connection	
DATE: April 2019		SCALE: N/A



1. For manhole covers, see UT103 Standard Manhole Ring and Cover Detail and UT104 Large & Receiving Manhole Ring and Double Cover Detail.
2. Drop pipe and fittings shall be of equal size and material to the influent sewer line.
3. The drop connection provided above is limited to pipe size less than 24". Alternative design must be approved by City for pipe sizes equal or greater than 24" in diameter.
4. An outside drop connection is required for all influent lines 18" or more above the manhole inverts.
5. Bottom elevation of drop shall be 0.1' above effluent invert.

DETAIL NO. UT102	CITY OF OCOEE CONSTRUCTION DETAILS	
	Sanitary Sewer Connection	
DATE: July 2019		SCALE: N/A



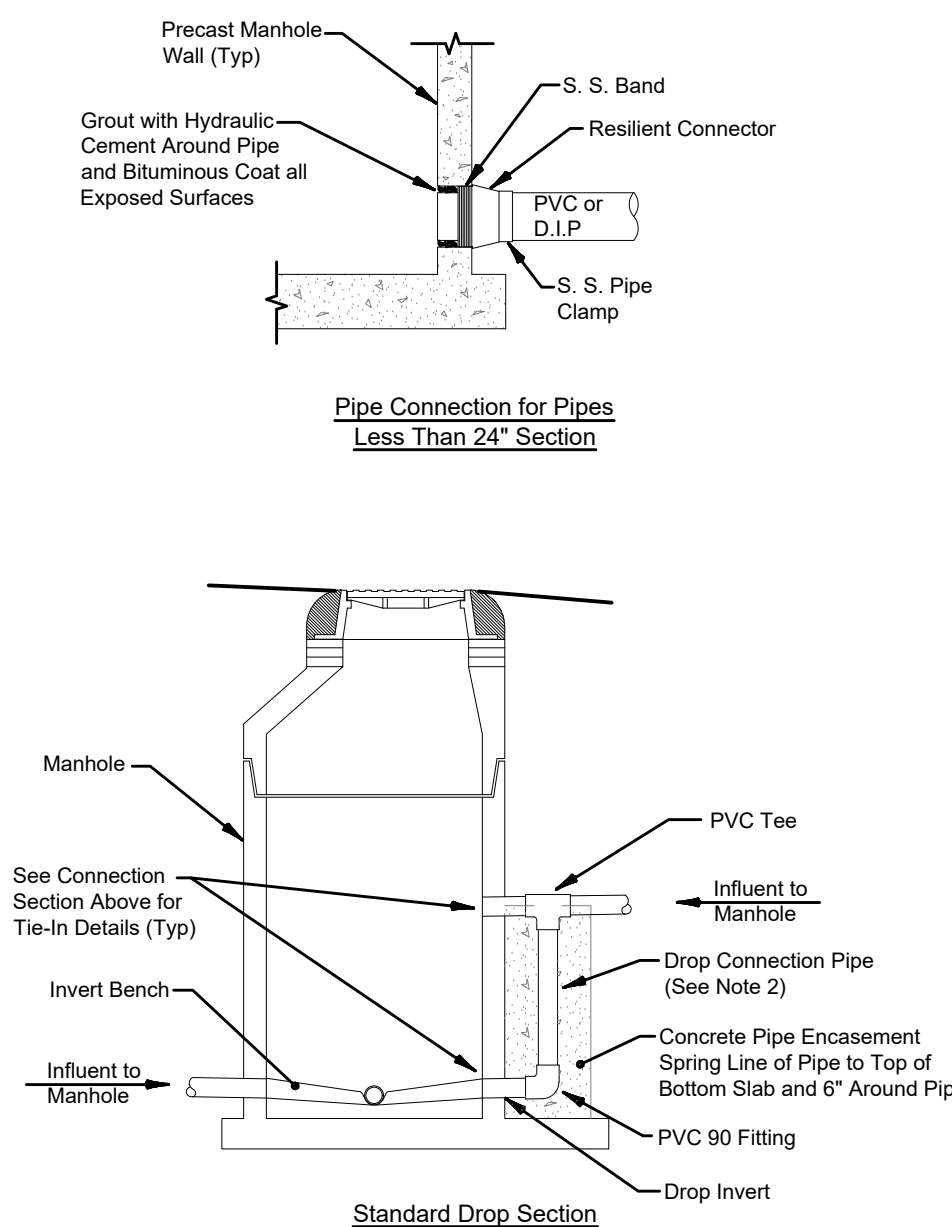
- NOTES:**
1. All fittings shall be brass with compression-joint type connections.
 2. No service line shall extend or terminate under a driveway.
 3. Meter end of service shall terminate with curb stop (90° for single service and dual hot and cold curbs (90° for dual service).
 4. Service shall be installed at least 10' past meter location where service shall, if not directed otherwise, extend 3' above finished grade to a 2" x 4" x 4" stake. If direct service connection shall be buried and located with an 2" x 4" x 4" painted marker. Stake or marker shall indicate lot(s) to be served.
 5. Concrete curb shall be marked (stamped or saw-cut) with "V" locating service.
 6. Service connection to the main shall use approved saddle, and tapping of main shall be by a method where a solid coupon is removed.
 7. Services installed under finished or existing pavement shall be directionally drilled, and use approved tapping tool (not a hammer) and be used on Ductile Iron pipe.
 8. Service color shall be blue for potable water and purple (magenta) for reclaimed water.

DETAIL NO. UT206	CITY OF OCOEE CONSTRUCTION DETAILS	
	Water and Reclaim Service Connection	
DATE: Sep. 2019		SCALE: N/A



1. All Sleeves and Valves shall be water tested before tap.
2. No Wet Tap on Asbestos Cement water mains.
3. For Valve Box and Cover, see Ocoee UT009 Valve Box and Cover Detail.

DETAIL NO. UT205	CITY OF OCOEE CONSTRUCTION DETAILS	
	Stainless Steel Tapping Saddle and Gate Valve Assembly Water and Reclaim	
DATE: Feb. 2020		SCALE: N/A



RILEY & Company, Inc. (H-20 GP)

w/ BATTERY BACK-UP FOR AUDIO AND VISUAL ALARMS

SCOPE: Supply one complete H-20 GP Pre-Fab Lift Station, per design.
Pumps shall be capable of grinding and pumping domestic & commercial sewage.

Complete system shall be supplied by:

RILEY & Company, Inc.
Sanford, FL 32773 (Ph. 407-265-9963)

NO SUBSTITUTIONS - NO ALTERNATES

PUMPS AND ELECTRICAL CONTROL PANEL MUST
BE WARRANTED FOR A MINIMUM OF 3 YEARS.

FIBERGLASS WETWELL MUST BE WARRANTED FOR
A MINIMUM OF 20 YEARS.

The H-20 Load Rated Fiberglass Wetwell Must Be Manufactured By L.F. Manufacturing, Giddings, Texas, Which Includes A Written 20 Yr. Warranty

Certification of the wetwell H-20 load rating must be supplied with submittals.

H-20 certification must be signed and sealed by an engineer registered in the State of Florida.

After the H-20 load rated wetwell has been installed, the ASTM Certification Number and Serial Tracking Number must be visible.

PUMPS: (3 YEAR WARRANTY)

Submersible grinder pumps shall be RILEY Model RC30061.

installed in the H-20 GP FRP wetwell utilizing a dual slide rail system.

The grinder unit shall be capable of macerating materials normally found in domestic and commercial sewage into a fine slurry which will pass through the pump and the Sch.80 PVC discharge piping.

Stator winding shall be open type with Class F insulation and shall be heat-shrink fitted into the stator housing. The use of pins, bolts, or other fastening devices is not acceptable.

A heat sensor thermostat shall be attached to the top end of the motor winding and shall be connected in series with the magnetic contactor coil in the control panel to stop motor if winding temperature exceeds 140 C., but shall automatically reset when the winding temperature returns to normal.

Two heat sensor thermostats shall be used on three phase motors.

The pump motor grinder shaft shall be AISI 430F SS threaded to take the pump impeller and the grinder impeller.

Upper & lower mechanical seals shall be Silicon Carbide vs Silicon Carbide.

DUPLEX CONTROL PANEL: (3 YEAR WARRANTY)

To insure complete unit and warranty responsibility the electrical control panel must be manufactured and built by the pump supplier. The pump supplier must be a TUV (UL508A CERTIFIED) manufacturing facility, with a minimum of 5 years history in the manufacturing of electrical control panels.

The Enclosure shall be NEMA 4X, minimum 30" high x 30" wide x 10" deep aluminum with 4 point latching system.

The enclosure shall have external mounting feet to allow for wall mounting.

The following components shall be mounted through the enclosure:

- 1- ea. Red Alarm Beacon (Light) 4" x 4" Minimum Diameter
- 1- ea. Alarm Horn (minimum 95 DCB)
- 1- ea. Generator Receptacle w/ weatherproof cover(SCM460 -UL 1686)
- 1- ea. Alarm Silence Pushbutton

The back panel shall be fabricated from .125, 5052-H32 marine alloy aluminum. All components shall be mounted by machined stainless steel screws.

The following components shall be mounted to back panel:

- 2- ea. Motor Contactors
- 1- ea. Volt Monitor (1 Ph) Phase Monitor (3 Ph) w/2 N/O & 1 N/C Contacts
- 1- ea. Control Transformer (480 Volt Only) (Min. 500VA)
- 1- ea. Silence Relay Module
- 1- ea. Duplex Alternator w/ Pump Selector Switch
- 1- ea. Model RCBB5AH Battery Back-Up w/ Smart Charger
- 20- ea. Terminals For Field Connections
- 6- ea. Terminals For Motor Connections (Single Phase Only)
- 7- ea. Grounding Lugs
- 1- ea. Seal Failure Relay

The inner door shall be fabricated from .080, 5052-H32 marine alloy aluminum. The inner door shall have a continuous aluminum piano hinge.

The following components shall be mounted through the inner door:

- 1- ea. Main Circuit Breaker
- 1- ea. Emergency Circuit Breaker
- 1- ea. Mechanical Interlock For Emergency And Main Breakers (UL Listed)
- 2- ea. Short Circuit Protectors w/ Auxiliary Contacts
- 1- ea. Control Circuit Breaker
- 2- ea. Seal Failure Indicator Lights
- 1- ea. Hand-Off-Auto Selector Switches
- 2- ea. Pump Run Pilot Lights
- 1- ea. Power On Pilot Light
- 2- ea. Elapse Time Meters (Non-Resetable)
- 1- ea. GFI Duplex Convenience Outlet

COMPONENT SPECIFICATIONS:

All circuit breakers shall be molded thermal magnetic.

The mechanical interlock shall prevent the normal and emergency main breakers being energized at the same time.

An emergency generator receptacle shall be supplied in accordance with DEP standards. The generator receptacle shall be 100 AMP, 230 V to meet the equipment operating conditions.

NEUTRAL TO BE SUPPLIED FOR BOTH 230V 3PHASE OR 230V SINGLE PHASE POWER

All motor short circuit protection devices must provide for under voltage release and class 10 overload protection on all three phases. Visible trip indication, test, and reset capability must be provided without opening inner door.

Open frame, across the line, contactors shall be rated per IEC standards and properly sized per the motor requirements.

Contactors shall provide for safe touch power and control terminals.

Lightning Arrestor shall meet UL1449 3rd Edition or exceed the requirements of ANSI/IEEE Std. C62.21-1984 section 8.6.1. and 8.7.3 shall be supplied by electrician and mounted on the bottom side of the switch disconnect ahead of the pump control panel.

A voltage monitor shall be supplied for single phase service.

A phase monitor shall be supplied for (3) phase service.

A green pilot light shall be supplied for each motor. The pilot light shall illuminate each time the motor is called to run.

Each pump shall have an Elapse Time Meter to record the accumulated run time. The ETM shall be 2" diameter, non-resettable, six digit, totally encapsulated unit.

A Red pilot light shall be supplied for control power. The pilot light shall illuminate when the control power is available inside the control panel.

Relays shall be ice-cube plug in type. Relay contacts shall be rated 10 amp minimum, DPDT.

Twenty (20) terminals shall be supplied for field connections. The terminals shall be rated 25 amps minimum.

Each motors over-temperature contact shall be connected to the terminal strip and shall open a contact to de-energize the appropriate motor upon a high temperature within the motor.

A 15 Amp GFI duplex receptacle shall be supplied and mounted on the innerdoor.

Ground lugs shall be supplied and appropriately sized for each motor and for service entrance.

MISCELLANEOUS: All wiring on the back panel shall be contained within the wiring duct. All wiring between the inner door and the back panel shall be contained with in a plastic spiral wrap.

Each wire shall have a wire number at each end to correspond to the as built drawing for field troubleshooting.

The control panel must be manufactured in-house by lift station supplier and be a TUV (UL508A Certified) facility.

FASTENERS & APPURTANCES: All fasteners, lifting cables, float cable bracket, hinges, and appurtenances shall be made of AISI 304SS.

A 304SS slide/latch assembly shall be provided tor holding the doors open on the wetwell and valve box.

Slide rails shall be made of SCH.40 AISI 304SS pipe.

Pump lifting cables shall be made of AISI 304 SS.

Pump lifting bales shall be made of AISI 304 SS.

H-20 LOAD RATED WETWELL WITH LIFTING LUGS:

The fiberglass wetwell must be H-20 load rated with

integral lifting lugs, fiberglass slope in bottom of

wetwell and valve box.Certification of the H-20 load

rating must be supplied at the time of submittals to

Engineer. The wetwell shall be manufactured of

fiberglass reinforced polyester (FRP) of depth and

diameter as shown on the lift station elevation detail.

The wall thickness shall be adequate for the depth

of the wetwell to maintain the H-20 LOAD RATING.

EXECUTION:

Installation shall be in strict accordance with the

manufacturer's recommendations in the locations

shown on the drawing.

INSPECTION & TESTING: A factory representative

shall be provide for a one (1) time start-up and shall

have complete knowledge of the proper operation

and maintenance of complete system.

Megger the motors. The pump motors shall be

megged out prior to the start-up to ensure that the

insulation of the pump motor/cable is intact.

The pump controls and pumps shall be checked for

mechanical reliability and proper operation.

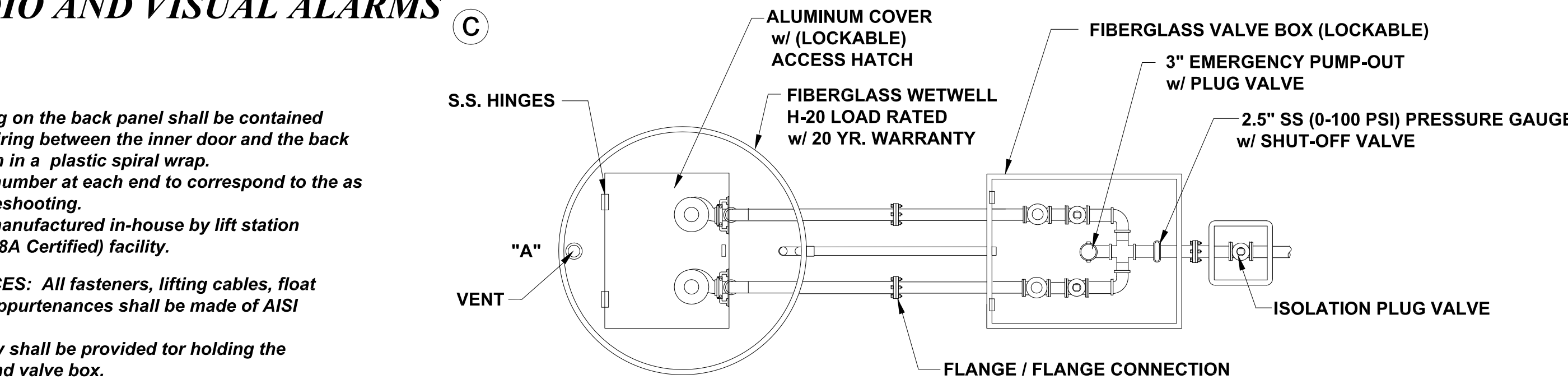
LIFT STATION WILL BE PRIVATELY
OWNED AND MAINTAINED.

PUMP DATA		ELEVATIONS	
PRIMARY PUMP CAPACITY	193 GPM	TOP OF WETWELL	122.60
PRIMARY TDH	36' TDH	INLET INVERT	114.29
PUMP MANUFACTURER	LIBERTY	HIGH LEVEL ALARM (HLA)	114.29
PUMP MODEL #	LGV053	2nd PUMP ON (LAG)	113.29
R.P.M.	3,450	1st PUMP ON (LEAD)	112.29
HORSEPOWER	5	PUMPS OFF (OFF)	110.79
ELECTRICAL/ VOLTS / PHASE	480V/3	BOTTOM OF WETWELL	108.79
PUMP DISCHARGE SIZE	3"	WETWELL DIAMETER	60"

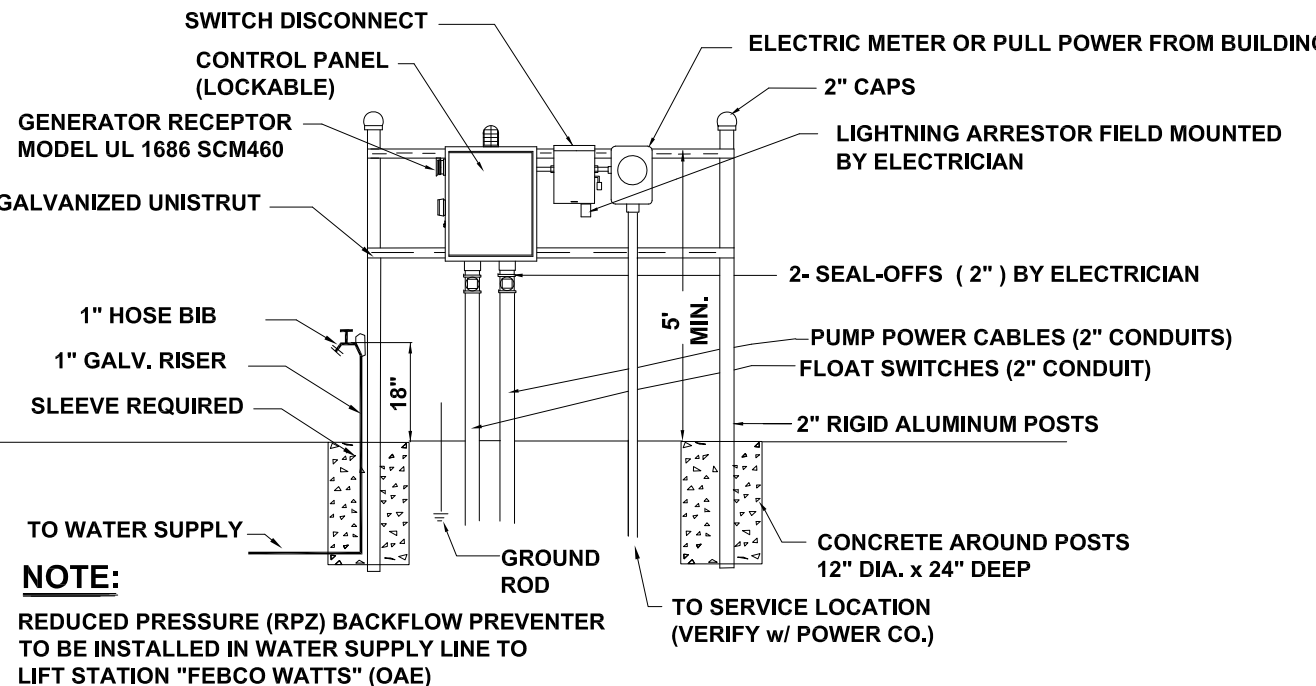
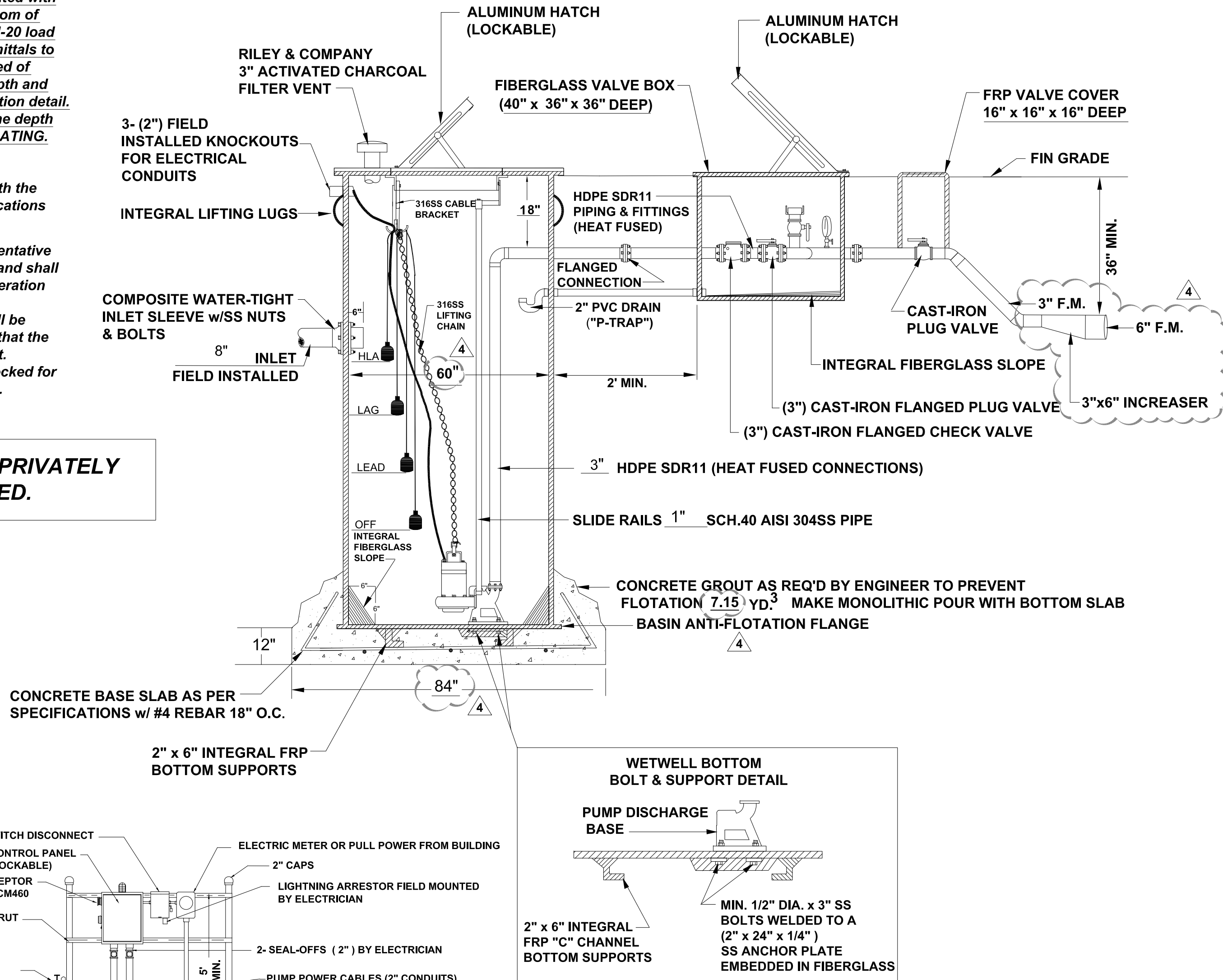
* ELECTRICIAN NOTES:

- DRAWING NOT TO SCALE
- ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES
- ELECTRICIAN SHALL SEAL OFF CONDUIT RUNS
- ELECTRICIAN TO MOUNT LIGHTNING ARRESTOR AT SWITCH DISCONNECT
- CONTRACTOR SHALL VERIFY POWER SOURCE PRIOR TO ORDERING EQUIPMENT
- NEUTRAL TO BE SUPPLIED FOR 230V-3 PHASE OR 230V-SINGLE PHASE POWER.

RILEY & CO. / H-20 GP 09-29-16



NOTE: PUMP CONTROL PANEL SHALL BE LOCATED 3 FEET FROM WETWELL PERIMETER AT POINT "A"



NOTE:
REDUCED PRESSURE (RP2) BACKFLOW PREVENTER
TO BE INSTALLED IN WATER SUPPLY LINE TO
LIFT STATION "FEBCO WATTS" (OAE)

ELECTRICAL RISER FOR
ILLUSTRATION PURPOSES ONLY

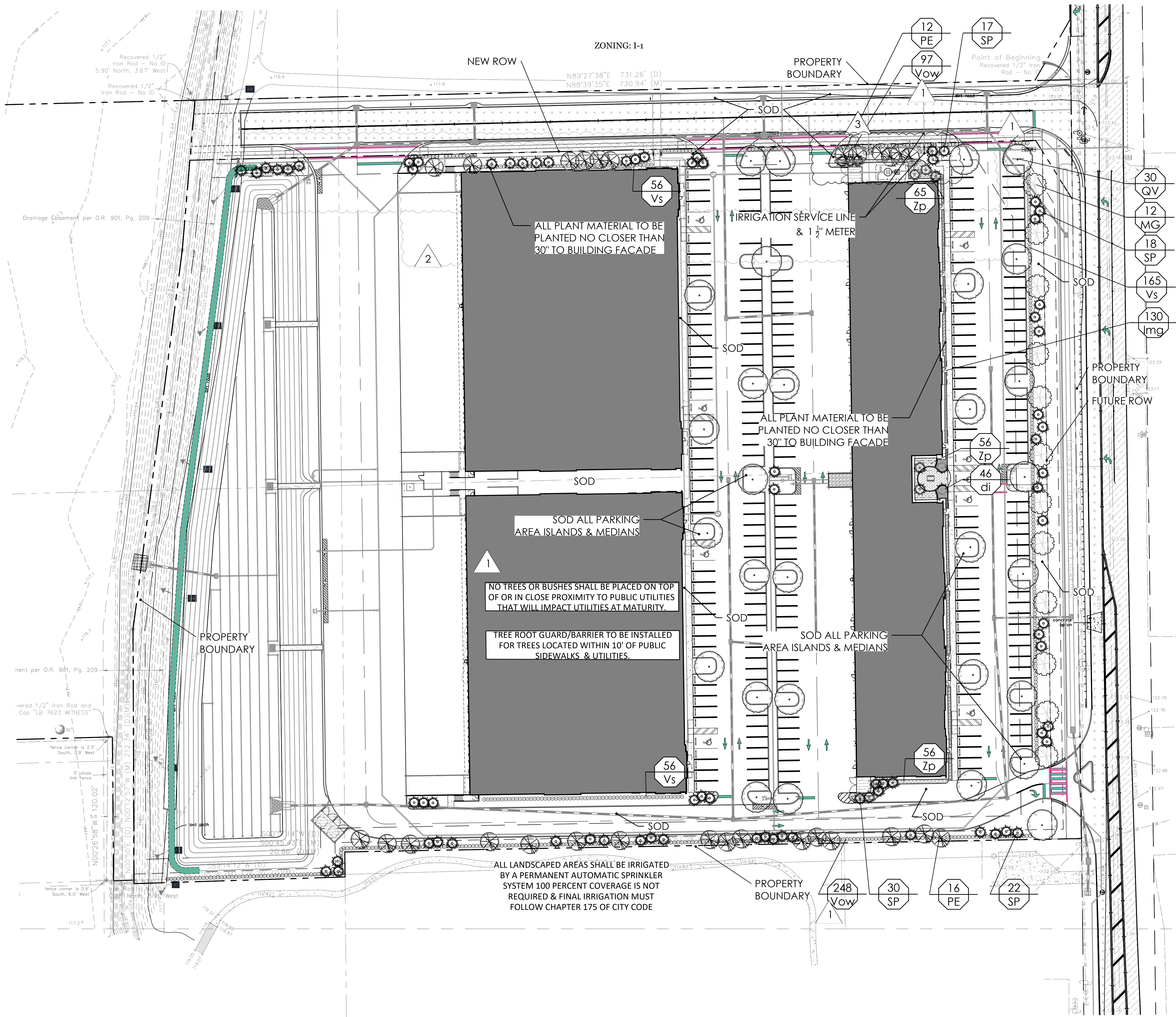
IN CASE OF
EMERGENCY,
CALL
"888-888-8888"
(24 HOURS)

LIFT STATION EMERGENCY CONTACT SIGN

NOTES:

- SIGN SHALL BE ALL-WEATHER, (WATER-PROOF).
- LETTERS AND NUMBERS SHALL BE 2" OR LARGER.

revision	description	date
△	AGENCY COMMENTS	03.20.23
△	SJRWMD PAC	04.21.23
△	AGENCY COMMENTS	06.30.23
△	CITY COMMENTS	07.27.23



BONNETT design group, llc
landscape architecture
community planning
FL LC 26000341

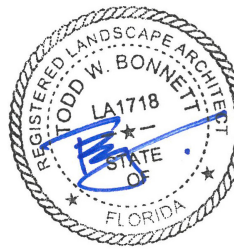
400 S. Orlando Ave, Suite 201
Maitland, FL 32751
407.622.1588 voice

GRAPHIC SCALE

(IN FEET)

Klima
Weeks
CIVIL ENGINEERING

385 Douglas Avenue, Ste 2100
Altamonte Springs, FL 32714
Telephone 407.478.8750
Facsimile 407.478.8749



Digitally signed by Todd W Bonnett
Date: 2023.07.27 08:40:33-04'00'

Todd W Bonnett, RLA, FL #LA1718

429 BUSINESS CENTER PHASE II EAST

450 OCOEE APOPKA ROAD, OCOEE, FL

LANDSCAPE PLAN

MASTER PLANT LIST

Symbol	Totals	Botanical Name	Common Name	Specifications	Spacing	Native	Drought Tolerance	Water Zone
Trees								
MG	12	Magnolia grandiflora	Magnolia/Southern Magnolia	3" cal., 10'-12' ht. x 48" spd.	AS	yes	M	M
PE	28	Pinus Elliottii	Slash Pine	3" cal., min. 10'-16' ht. x 48" spd., 5' ct.	AS	yes	M	L
QV	30	Quercus virginiana	Live Oak	3" cal., min. 10' ht. x 60" spd., 5' ct.	AS	yes	H	L
SP	87	Sabal palmetto	Cabbage Palm	10'-16' ct., mixed.	AS	yes	H	L
Shrubs								
Vow	345	Viburnum obovatum	Walter's Viburnum	7 gal., 36" X 36", full	36" o.c.	yes	H	L
Vs	277	Viburnum suspensum	Sandankwa Viburnum	3 gal; 30" ht min. full	AS	no	L	H
Zp	177	Zamia pumila	Coontie	3 gal., 12"-15" o.a.	30" o.c.	yes	H	L
Groundcovers								
di	46	Dietes iridoides	African Iris	1 gal. 2-3 ppp	24" o.c.	no	H	L
Img	130	Liriope muscari 'Emerald Goddess' (12"-24" mature ht.)	Emerald Goddess Lilyturf	1 gal., 12"-15" spd., full pot	24" o.c.	no	H	L
SOD		Paspalum notatum 'Argentine'	Argentine Bahia Sod	sand grown solid sod - weed free	solid	no	H	L
679 NATIVE PLANTS (MIN 40% REQUIRED)			60%					
453 NON-NATIVE PLANTS			40%					

BUFFER REQUIREMENT-EAST (ROW)	
15' Width of landscape and 2 canopy / 3 understory trees per 100 LF	
BUFFER LENGTH (less driveways)	577
CANOPY TREES REQUIRED (LENGTH/100 X 2)	12
CANOPY TREES PROVIDED	12
UNDERSTORY TREES REQUIRED (LENGTH/100 X 3)	17
UNDERSTORY TREES PROVIDED	18
CONTINUOUS HEDGE @ 30' HT.	165

VEHICULAR USE AREA LANDSCAPE REQUIREMENT	
Landscape 10% of total paved area, 1 tree per 4 parking spaces (50% shade trees) required	
TOTAL VU AREA	200,510
REQUIRED LANDSCAPE AREA	20,051
PROVIDED LANDSCAPE AREA	20,343
241 spaces / 4 trees required	60
TOTAL TREES PROVIDED	60
CANOPY TREES REQUIRED / 50% of trees to be canopy	30
*50% of trees to be canopy	
CANOPY TREES PROVIDED	30

BUFFER REQUIREMENT- NORTH	
10' +/- Width of landscape and 2 canopy / 3 understory tree per 100 LF	
BUFFER LENGTH (less driveways)	512
CANOPY TREES REQUIRED (LENGTH/100 X 2)	10
CANOPY TREES PROVIDED	12
UNDERSTORY TREES REQUIRED (LENGTH/100 X 3)	15
UNDERSTORY TREES PROVIDED	17
CONTINUOUS HEDGE @ 30' HT.	89

BUFFER REQUIREMENT- SOUTH	
10' +/- Width of landscape and 2 canopy / 3 understory tree per 100 LF	
BUFFER LENGTH	744
CANOPY TREES REQUIRED (LENGTH/100 X 2)	15
CANOPY TREES PROVIDED	16
UNDERSTORY TREES REQUIRED (LENGTH/100 X 3)	22
UNDERSTORY TREES PROVIDED	22
CONTINUOUS HEDGE @ 30' HT.	248

revision description date

△ AGENCY COMMENTS 03.20.23

△ AGENCY COMMENTS 06.30.23

△ AGENCY COMMENTS 07.27.23

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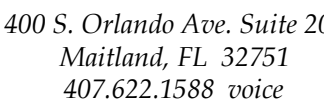
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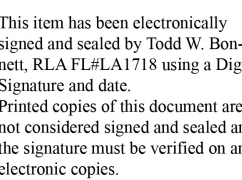
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drawn by: TWB
checked by: TWB
date: 11/02/2022
plot scale: AS SHOWN
project number: 21TSGD001
file name: 2022.139_L001-LA
BASE-EAST.DWG

L101



400 S. Orlando Ave. Suite 20
Maitland, FL 32751
407.622.1588 voice



Digitally signed by Todd W Bonnett
Date: 2023.07.27 08:40:34-04'00'

Todd W Bonnett, RLA FL #LA1718

The Landscape Contractor shall be responsible for all materials and all work as called for on the landscape plans. The list of plant quantities accompanying the plans shall be used as guide only. If a discrepancy occurs between the plans and the plant list, the plans shall control.

The Landscape Contractor shall warranty all trees, shrubs, and ground covers for a period of one (1) year from the time of final acceptance by Owner, Grounds Department Representative, and Landscape Architect.

The Landscape Contractor shall be wholly responsible for the stability and plumb condition of all trees and shall be legally liable for any damage caused by the instability of any plant material. Staking of trees shall be done utilizing a method prescribed by Orange County Public Schools.

The Landscape Contractor shall research plans and contact appropriate agencies to determine the location of any utilities and obstructions prior to commencing work. Any utilities or unanticipated obstructions shall be reported to Landscape Architect or Owner immediately.

All plant material areas shall have an automatic underground irrigation system providing 100% coverage. See Irrigation Design Plans for extent of irrigation for sodded areas.

Positive drainage shall be maintained away from all structures on the site.

All nursery stock plant material shall be Florida #1 or better in accordance with Grades and Standards for Nursery Plants Parts I & II, latest edition as published by the Florida Department of Agriculture and Consumer Services- Division of Plant Industry.

All plant material shall be planted, fertilized and mulched as per the plant details and planting specifications noted on the plans.

All container grown material shall be weed free, healthy, vigorous, well rooted plants, and established in the container in which they are delivered to the site. The plants shall have tops which are good quality and in a healthy growing condition. Established container grown plant material shall be grown in that container sufficiently long enough for the new fibrous roots to have developed enabling the root mass to retain it's shape when removed the container. Plants which have become root bound in the container are unacceptable.

All plant material that is not container grown shall be freshly dug, sound, healthy, vigorous, well branched, and free of disease and insect eggs and larvae, and shall have adequate root systems. Where any requirements are omitted from the plant list, the plants furnished shall be normal for the variety. Plants may be pruned prior to delivery only upon the approval of the Landscape Architect.

Granular fertilizer shall be uniform in composition, dry and free flowing. This fertilizer shall be delivered to the site in the original unopened bags bearing the manufacturer's statement of analysis. Granular fertilizer shall be a controlled release variety meeting the following requirements: sixteen percent (16%) nitrogen, four percent (4%) phosphorus, eight percent (8%) potassium, plus iron.

Application Rates:

Plant size	16-4-8
1 gallon	1/4 lb.
3 gallon	1/3 lb.
5 gallon	1/3 lb.
7-15 gallon	1/2 lb.
1" - 6" caliper	2 lbs. per 1" caliper
6" + caliper	3 lbs. per 1" caliper

Sodded areas shall receive an application of the granular fertilizer (16-4-8) at a rate of 1/2 lb. of Nitrogen per 1,000 square feet of sod area.

All Fertilizer shall be applied no sooner than 30 days after plant material, trees, and sod has been installed.

SOIL

Planting soil for use in preparing the backfill material for planting pits shall be added a rate of fifty percent (50%) planting soil to fifty percent (50%) existing soil. This soil mix shall be used in all plant pits. Planting soil shall be a fertile, friable natural topsoil of loamy character. It shall contain forty (40) to fifty (50) percent decomposed organic matter and be free of heavy clay, stones larger than 1" in diameter, noxious weeds and plants, sod, partially disintegrated debris, insects or any other undesirable material, larvae or seeds that would be toxic or harmful to plant growth.

MULCH

All plant beds and tree watering basins shall be top dressed with three inches (3") of pine bark nuggets.

SOD

Refer to Landscape Plan for limits of sod.

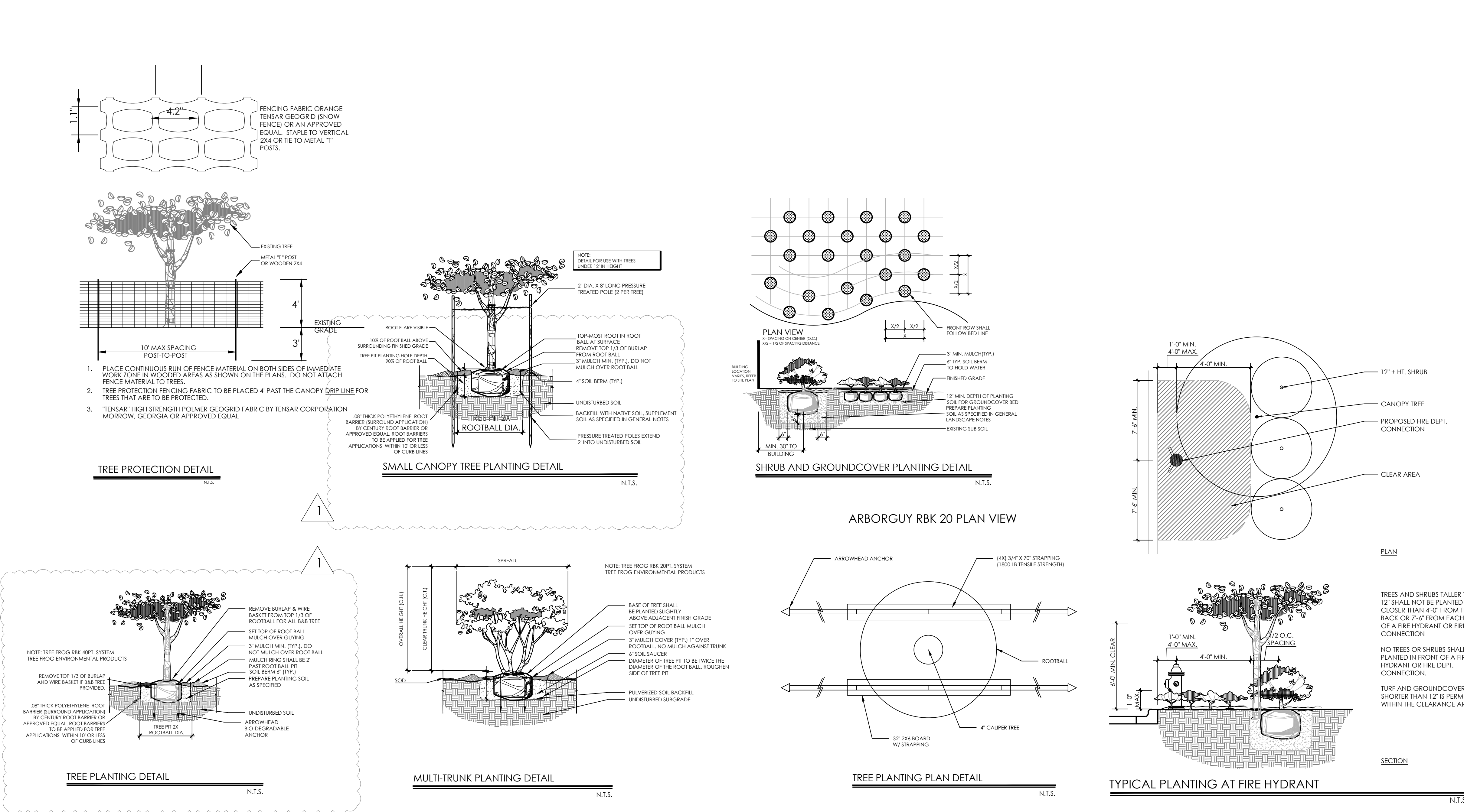
All areas disturbed by construction (including material staging, equipment storage, temporary facilities, site access, construction staff parking, etc.) beyond the minimum limits of sod as shown on the Landscape Plan shall be sodded as needed.

All lawn areas to receive sod shall be disked four (4) to six (6) inches and graded to establish a level finished grade ensuring positive drainage from all structures. All debris shall be removed from the site.

Sod shall be free of weeds and pests. It shall be laid evenly with tight fitting joints and rolled. The sod shall contain moist soil which does not fall apart or tear when lifted.

See plant list for specific sod species and locations.

See 'Fertilizer' for requirements of all sodded areas.

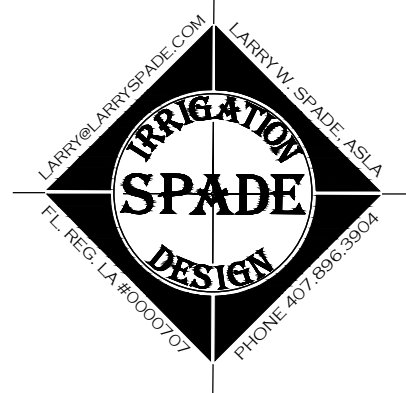
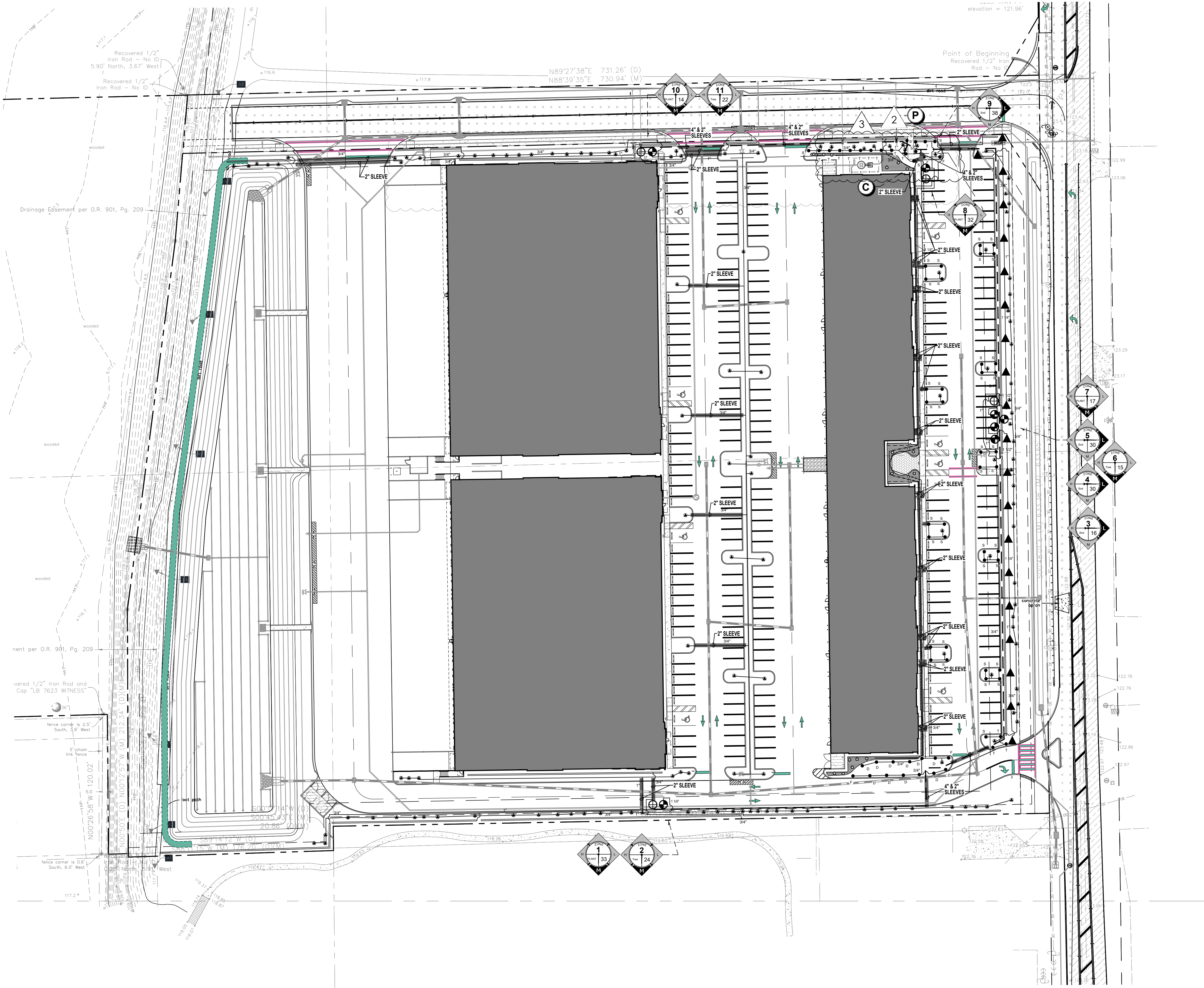


429 BUSINESS CENTER PHASE II EAST
450 OCOEE APOPKA ROAD, OCOEE, FL
LANDSCAPE NOTES & DETAILS

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2	AGENCY COMMENTS	06.30.23
3	AGENCY COMMENTS	07.27.23

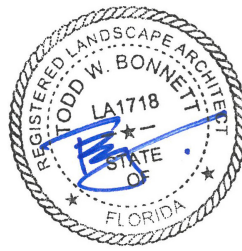
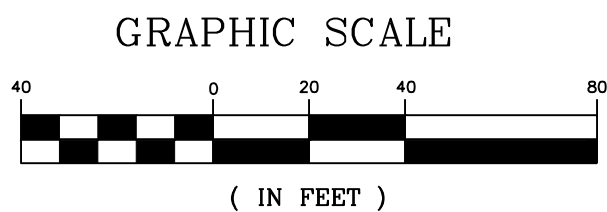
drawn by: TWB
checked by: TWB
date: 11/02/2022
plot scale: AS SHOWN
project number: 21TSGD001
file name: 2022.139_L001-LA
BASE-EAST.DWG

L102



BONNETT design group, llc
landscape architecture
community planning
FL LC 26000341

400 S. Orlando Ave. Suite 201
Maitland, FL 32751
407.622.1588 voice



This form has been electronically signed and sealed by Todd W. Bonnett, RLA #LA1718 using a Digital Signature and date.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by Todd W Bonnett
Date: 2023.07.27 08:40:35-04'00'

Todd W Bonnett, RLA FL #LA1718

429 BUSINESS CENTER PHASE II EAST

450 OCOEE APOPKA ROAD, OCOEE, FL

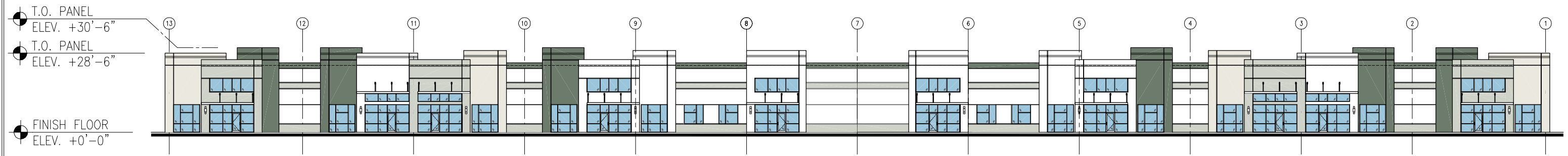
IRRIGATION PLAN

revision	description	date
△	AGENCY COMMENTS	03.20.23
△	AGENCY COMMENTS	06.30.23
△	AGENCY COMMENTS	07.27.23
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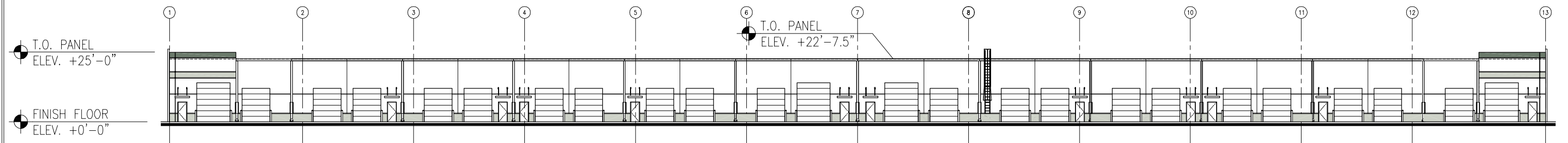
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checked by: TWB
date: 11/02/2022
plot scale: AS SHOWN
project number: 21TSGD001
file name: 2022.130_1001-IRRIGATION BASE-EAST.DWG

FINAL IRRIGATION PLAN APPROVAL DOES NOT PROVIDE EXEMPTION FROM CITY OF OCOEE CODE OF ORDINANCES CHAPTER 175-LANDSCAPE IRRIGATION REQUIREMENTS. ANY DEVIATIONS MUST BE APPROVED IN WRITING PRIOR TO CONSTRUCTION.

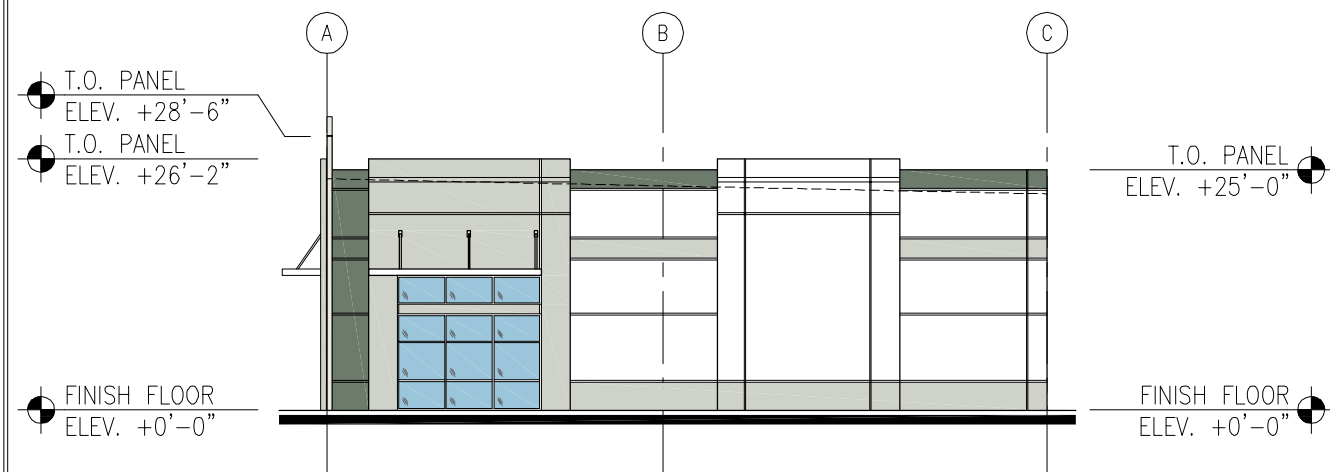
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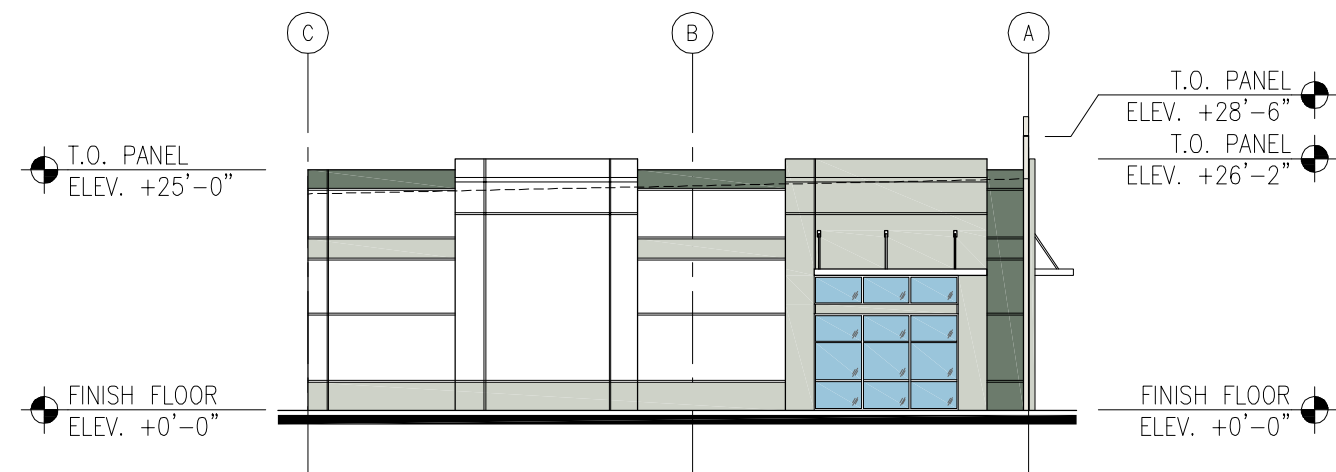
FRONT ELEVATION



REAR ELEVATION

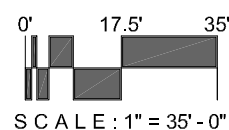
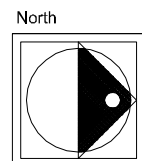


SIDE ELEVATION



SIDE ELEVATION

- XP1 - SW 7004 "SNOWBOUND"
- XP2 - 0019 "MYSTIC FOG"
- XP3 - 0440 "PALE LODEN"
- XP4 - 0458 "MALARCA"

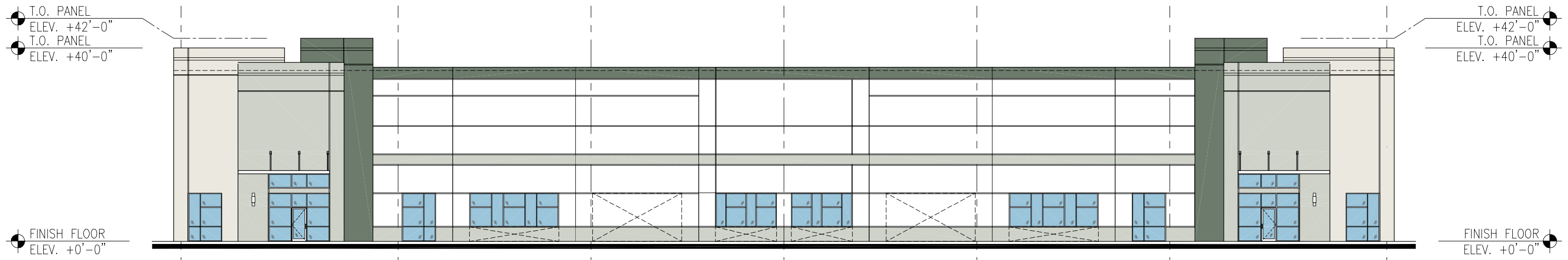


MAY 31, 2022

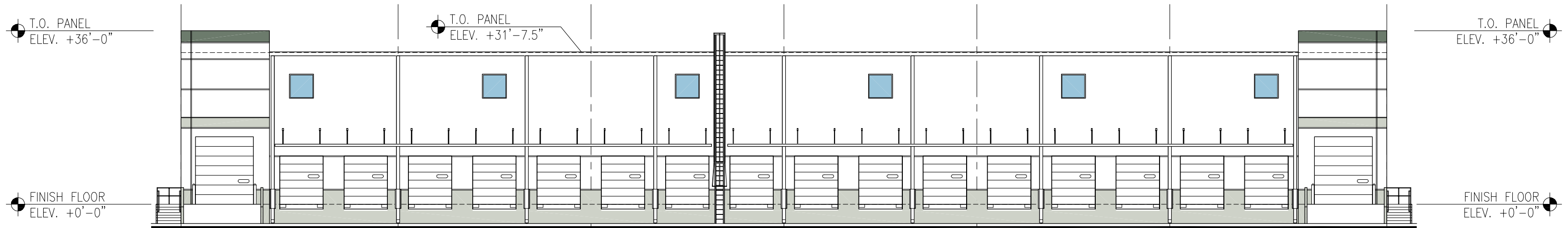
BUILDING 300
 OCOEE APOPKA ROAD
 OCOEE, FLORIDA

21469

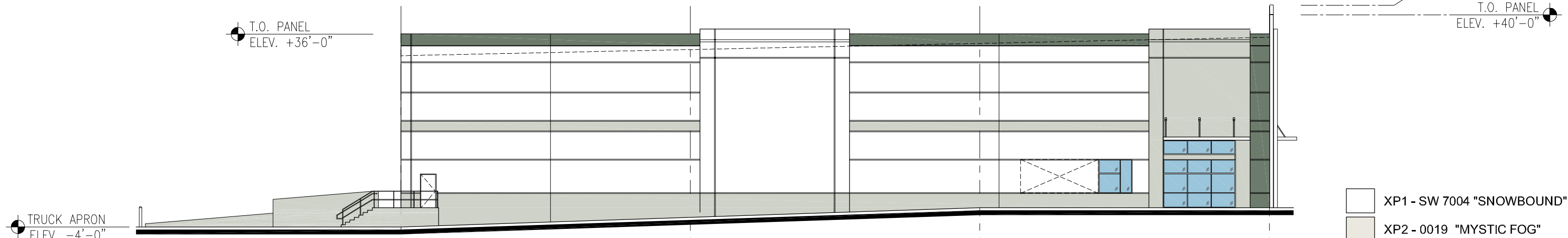




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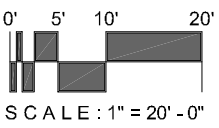


REAR ELEVATION



SIDE ELEVATION

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- XP2 - 0019 "MYSTIC FOG"
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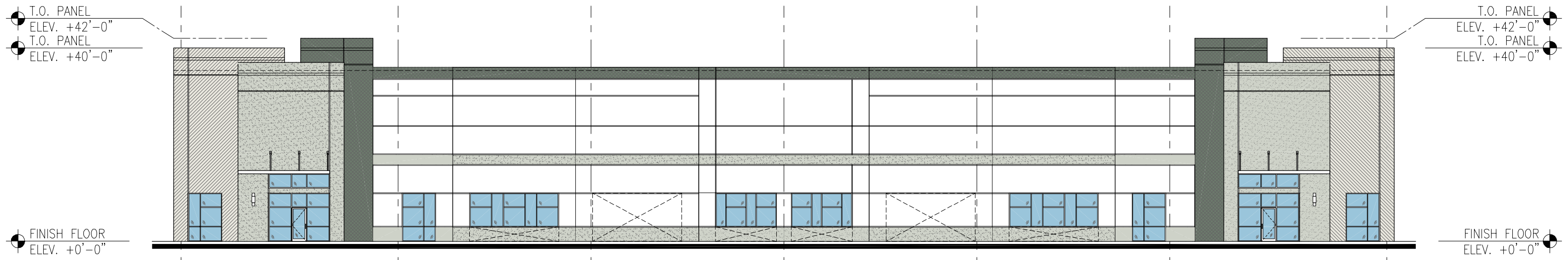


JUNE 7, 2022

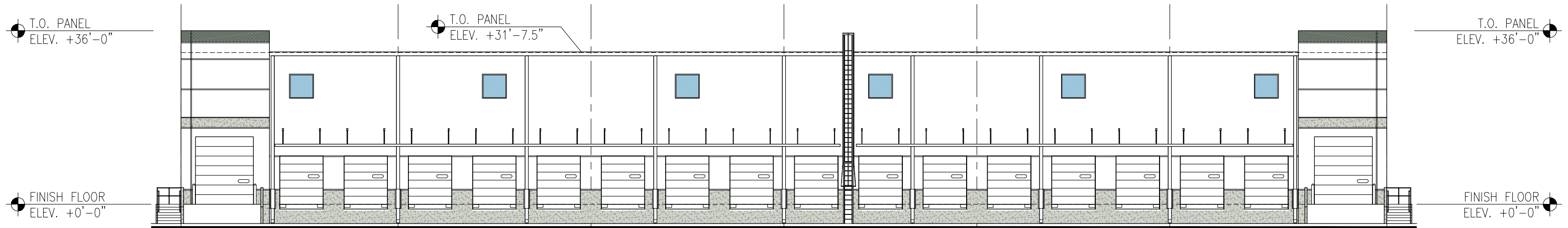
B·U·I·L·D·I·N·G 400
 429 BUSINESS CENTER
 OCOEE, FLORIDA

21470

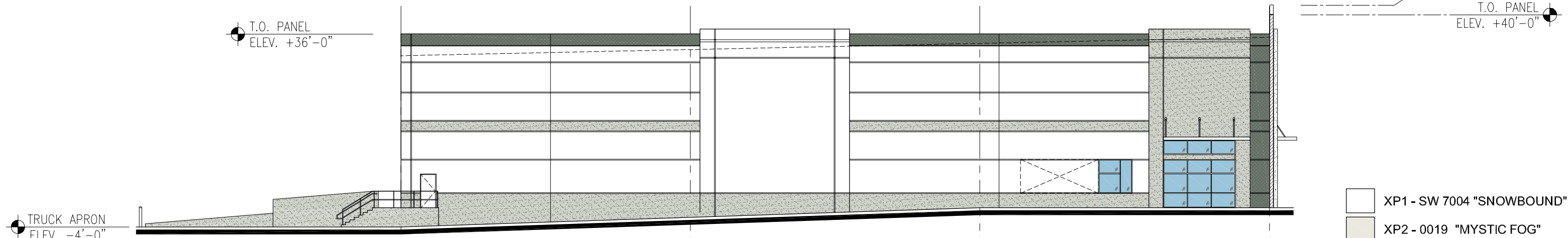




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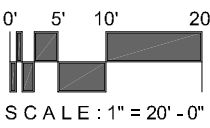


REAR ELEVATION



SIDE ELEVATION

- XP1 - SW 7004 "SNOWBOUND"
- XP2 - 0019 "MYSTIC FOG"
- XP3 - 0440 "PALE LODEN"
- XP4 - 0458 "MALARCA"



JUNE 7, 2022

BUILDING 500
 429 BUSINESS CENTER
 OCOEE, FLORIDA

21471



THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

PREPARED BY:

Richard S. Geller, Esq.
FISHBACK DOMINICK, LLP.
1947 Lee Road
Winter Park, FL 32789

RETURN TO:

Melanie Sibbitt, City Clerk
CITY OF OCOEE
1 North Bluford Avenue
Ocoee, FL 34761

For Recording Purposes Only

DEVELOPMENT AGREEMENT
429 Business Center Phase II East Development

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of December, 2023, by and between 409 OCOEE APOPKA, LLC, a Florida limited liability company, whose post office address is 250 South Orange Avenue, Suite 700, Orlando, Florida 32801 (together with its successors and assigns, hereinafter referred to as the “**Owner**”) and the CITY OF OCOEE, a Florida municipal corporation, whose mailing address is 1 North Bluford, Ocoee, Florida 34761 (hereinafter referred to as the “**City**”).

WHEREAS, Owner owns fee simple title to certain lands located within the corporate limits of the City of Ocoee, Florida, said lands being more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof (hereinafter referred to as the “**Property**”); and

WHEREAS, Owner has submitted to the City an application for a Large-Scale Preliminary Site Plan for construction of 126,402 square feet of light industrial and flex warehouse space (the “**Application**”); and

WHEREAS, the Planning and Zoning Commission has held a public hearing to review the Application and at such hearing found the Application to be consistent with the intent of the Comprehensive Plan, Land Development Code and State Road (SR) 429 Overlay District Business Character Area and has recommended that the Ocoee City Commission approve the Application subject to conditions of approval; and

WHEREAS, the City has required that Owner execute this Agreement as a condition precedent to the consideration of the Application by the Ocoee City Commission; and

WHEREAS, the City has determined that the execution of this Agreement is essential to the public health, safety and welfare and the ability of the City to plan for proper traffic circulation and utility facilities and services in the vicinity of the Property in accordance with the Ocoee Comprehensive Plan; and

WHEREAS, the City has determined that final approval of the Application and development of the Property shall be subject to the terms, conditions and limitations hereinafter set forth; and

WHEREAS, pursuant to the Application of the Owner, on _____, 20____, the Ocoee City Commission approved the Large-Scale Preliminary Site Plan Application; and

WHEREAS, the provisions of Section 4-10 of Article IV of the Ocoee Land Development Code require that Owner and the City enter into a development agreement incorporating all plans and conditions of approval by reference; and

WHEREAS, Owner and the City desire to execute this Agreement in order to fully comply with the provisions of the Ocoee Land Development Code.

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 to grant or waive on behalf of the City any development approvals that may be required in connection with the Final Site Plan (as defined below) or the Owner's development of the Property. Notwithstanding this Agreement, the Owner must comply with all applicable procedures and standards relating to the development of the Property.

Section 3. Development of the Property.

A. Owner hereby agrees to develop the Property in accordance with that certain Large-Scale Preliminary Site Plan for the Property, date stamped as received by the City on _____ (hereinafter referred to as the "***Site Plan***"), with such changes thereto as may be agreed upon in the approval of a Final Site Plan for the Property (the "***Final Site Plan***"). The Site Plan is hereby incorporated herein by reference as if fully set forth herein.

B. The use of the Property, in accordance with the Site Plan, is for Light Industrial and Flex Warehouse Space.

C. Owner hereby agrees that the Property shall be developed in accordance with and is made subject to those certain Conditions of Approval attached hereto as Exhibit "B" and by this reference made a part hereof (the "***Conditions of Approval***"). Owner further agrees to comply with all of the terms and provisions of the Conditions of Approval.

D. Except as otherwise expressly set forth in this Agreement, the Site Plan and the Final Site Plan, it is agreed that (1) Owner shall comply with the zoning and

subdivision regulations of the City as set forth in the Ocoee Land Development Code, as it may from time to time be amended, and (2) all preliminary site plans and final site plans for the Property or any portion thereof shall conform to the Ocoee Land Development Code requirements in effect at the time of approval of any such plans. In the event of any conflict between the provisions of the Ocoee Land Development Code, as it may from time to time be amended, and this Agreement, the Site Plan or the Final Site Plan, as applicable, it is agreed that the provisions of this Agreement, the Site Plan or the Final Site Plan, as applicable, shall control.

E. Utility Improvements. The Owner shall be responsible for all of the following utility improvements:

- 1) All onsite water and sewer shall be privately owned and maintained.
- 2) All public utilities within easements and private utilities constructed within public rights-of-way shall be constructed to City standards.
- 3) No trees, shrubs or bushes shall be constructed on top of or within 10 feet of public utilities.
- 4) The Owner shall construct a new public force main along Ocoee Apopka Road and tie into the existing plug valve located approximately 1,000 feet north of the Palm Drive/Ocoee Apopka Road intersection. Line size shall be approved by Utilities under the Final Site Plan review.
- 5) The Owner shall construct an on-site private lift station and force main with connection to the new public force main on Ocoee Apopka Road. Force main shall not be located within the right-of-way of the new east-west road.
- 6) Owner shall construct a new ductile iron watermain within the right-of-way of the new east-west public road for the entire length of the property from Ocoee Apopka Road, stopping at the terminus of the new roadway. Line size shall be approved by Utilities under the Final Site Plan review.
- 7) Fire service shall be supplied from Ocoee- Apopka Road.

F. Architectural Elevations. The architectural elevation and building façades for Building 300 (the building facing or fronting on Ocoee Apopka Road) shall include a landscaped and hardscaped alcove which shall be consistent with the rendering and landscape plan presented to the City Commission at its Tuesday, September 20, 2022, public hearing for the Preliminary Large-Scale Site Plan, incorporated herein as Exhibit C.

G. Parking Lot and Pedestrian Lighting. On-site lighting for areas visible from Ocoee Apopka Road shall incorporate lighting poles, not to exceed thirty (30) feet in height, and shall be decorative in nature, metal and painted black (base and pedestal). Lighting fixtures shall screen out horizontal glare and shall not produce spillover lighting or night-sky pollution. Additionally, decorative lighting shall be

provided along walkway connections and within pedestrian areas where the parking lot lighting provides insufficient illumination and shall be metal and painted black to match parking lot lighting. Pedestrian light poles shall not exceed twelve (12) feet in height. Lighting pole and fixture design shall be submitted for review and approval at time of permitting.

H. Drainage. A stormwater easement in favor of the City and public shall be required in the event the City needs to access the property and maintain the stormwater facility. A mass-grade permit shall be required and shall ensure prevention of erosion and protection of the natural ditch/canal that runs along the west portion of the property. A copy of the St. Johns River Water Management District (SJRWMD) stormwater permit is required prior to approval of the Large-Scale Final Site Plan. Drainage/stormwater run-off shall be maintained on-site.

I. Wetlands Protection. Any wetlands identified or located on-site shall be protected via a conservation easement in favor of the City.

J. Clear and grub permit

a) A Stormwater Prevention Plan (SWPP) is required as part of a permit for the clearing and grubbing of land.

b) Clear and Grub Permit can be issued before Final Site Plan approval under circumstances as determined by the Development Services Director or his/her designee.

Section 4. Transportation Improvements.

A. Utility, Landscape, Trail and Sidewalk Easement. The eastern twenty-four and one-half (24.5) feet of the Property along the west side of Ocoee Apopka Road shall be placed within a Utility, Landscape, Trail and Sidewalk Easement in favor of the City, other regulatory agencies and the public. At such time that the City assumes ownership and maintenance responsibilities of Ocoee Apopka Road, Owner shall, within thirty (30) days, prepare or cause to be prepared the title work, legal description and sketch/survey of said 24.5-foot easement area and shall deed said area to the City as public right-of-way, at no cost to the City.

B. Construction of Trail. Owner shall design and construct a 12-foot wide trail within the Utility, Landscape, Trail and Sidewalk Easement.

C. New Public Roadway. Owner shall design and construct to City standards a new east-west road as a 50-foot public right-of-way from Ocoee Apopka Road to Pine Street. Right-of-way dedication

and design and construction of the new east-west road shall be at no cost to the City. Completion and dedication of the right-of-way shall be a condition precedent to obtaining a certificate of completion or occupancy for the Property; provided, however, that the City will accept the dedication of the right-of-way upon the satisfaction of all requirements for such dedication pursuant to applicable law.

Section 5. 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 (1) hand delivered to the other party at the address appearing on the first page of this Agreement, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address appearing on the first page of this Agreement, or such other person or address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Section 6. Binding Effect and Successors. This Agreement shall run with the Property and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all parties to this Agreement. The rights granted to Owner under this Agreement relate specifically to the Property and are not permitted to be transferred to any other property.

Section 7. Recordation of Agreement. The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at Owner's expense, in the Public Records of Orange County, Florida. The City will, from time to time upon request of Owner, execute and deliver letters affirming the status of this Agreement subject to reimbursement by Owner for all fees and costs incurred by the City.

Section 8. Title to Property. Owner warrants and represents to the City that it is the fee simple owner of the Property, free and clear of any mortgages or liens, or, in the event a mortgage or lien exists, Owner, at Owner's sole cost, shall obtain the necessary joinders and consents and subordinations to this Agreement (and documents called for herein) or releases from the appropriate parties with an interest in the Property. Owner shall provide to City, certified surveys, title reports or other documents evidencing such ownership interest.

Section 9. 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 10. 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 11. 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 12. Further Documentation. The parties agree that at any time following a request therefor 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 13. Default. In the event of a breach, default, or violation of one or more of the material provisions herein by the Owner or the City, the violating party shall be given sixty (60) days to cure such violation upon receipt of written notice of the breach, default or violation from a non-violating party. In the event of a breach of this Agreement by the Owner or its successors and assigns that also constitutes a violation(s) of development order conditions and of a violation(s) of the Ocoee Land Development Code, the City may, in addition to other remedies, pursue code enforcement remedies afforded by law to cause the correction of such violation(s). In the event of a breach that is not cured within the aforementioned sixty (60) day notice period, the City shall be permitted to without further notice and Owner's opportunity to cure immediately withhold the issuance of and issue stop work orders on, certificates of occupancy, site permits and building permits associated with the Property, or any combination thereof, in the event Owner or its successors and assigns in interest, is in violation of any Florida Building Code, City of Ocoee Code of Ordinance or Ocoee Land Development Code provision(s) until the Owner's cure thereof consistent with such code. Notwithstanding anything to the contrary contained herein, in the event a Lender or a Successor Owner acquires title to the Property, neither such Lender nor any Successor Owner shall have any obligation to commence or complete the development of the Property (except as may be required by the City to satisfy life safety-related regulations) and in the event of any failure or election of any Successor Owner to so commence or complete, the City's only remedy hereunder shall be to terminate this Agreement and revoke its approval of the Site Plan and the Final Site Plan; provided, however, that upon the request of the City and at no cost to the City, the Lender or Successor Owner, as applicable, will convey to the City the portion of the Property on which the 50-foot public right-of-way described in Section 4(C) above was to be constructed. As used in this Section 13, (x) "Lender" means any lender making a loan secured by the property and (y) "Successor Owner" means Lender (or its designee or nominee) or any purchaser who acquires title to the Property via a foreclosure or deed-in-lieu of foreclosure in connection with the exercise of Lender's remedies under any such loan secured by the Property.

Section 14. 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, legal assistants' 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 15. Non Waiver of Sovereign Immunity. Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

Section 16. 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 17. 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 18. Severability. If any 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.

Section 19. Effective Date. The Effective Date of this Agreement shall be the date when the City signs the Agreement.

Section 20. Replacement and Termination of Existing Development Agreement. This Agreement replaces and supersedes that certain City of Ocoee Development Agreement (Contract No. D88-06) dated as of November 22, 1988, and recorded June 1, 1989, in Book 4085, Page 147 in the real property records of Orange County, Florida (the “***Existing Development Agreement***”). Upon the execution of this Agreement, the Existing Development Agreement shall be terminated and be of no further force and effect.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, Owner and the City have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

Signed, sealed and delivered in the presence of

OWNER:

409 OCOEE APOPKA, LLC, a Florida limited liability company

Print Name

By: _____

Name:

Print Name

Title:

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, as Manager of 409 Ocoee Apopka, LLC, a Florida limited liability company, who [] is personally known to me or [] produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of December, 2023.

Signature of Notary

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:

Print Name: _____

Print Name: _____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA. Approved as to form and legality this _____ day of _____, _____.

FISHBACK DOMINICK, LLP

By: _____
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, 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 _____ day of _____, _____.

CITY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

(SEAL)

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

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

EXHIBIT "A"

LEGAL DESCRIPTION

Commence at the Northeast corner of the Northwest 1/4 of Section 18, Township 22 South, Range 28 East, Orange County, Florida; run South along the East line of the Northwest 1/4 Section line a distance of 323.07 feet; thence South 89°27'38" West a distance of 30.00 feet for the Point of Beginning; thence from the Point of Beginning, run South along the Westerly Right of Way line of Ocoee-Apopka Road, a distance of 633.65 feet; thence run West a distance of 614.79 feet; thence run South 0°17'14" West, a distance of 20.86 feet; thence run South 89°14'12" West, a distance of 176.20 feet; thence run North 0°50' East, a distance of 212.34 feet; thence run North 08°26'50" East, a distance of 318.92 feet; thence run North 05°52'50" East, 122.76 feet; thence run North 89°27'38" East, a distance of 731.26 feet to the Point of Beginning.

EXHIBIT “B”

CONDITIONS OF APPROVAL

Section A. General

1. The City of Ocoee, Florida (the “**City**”) is subject to the terms, provisions and restrictions of Florida Statutes, Chapter 163, concerning moratoria on the issuance of building permits under certain circumstances. The City has no lawful authority to exempt any private entity or itself from the application of such state legislation and nothing herein shall be construed as such an exemption.
2. This project shall be developed in two (2) phases.
3. Each phase of the project will stand on its own with respect to public services (sewer, water, stormwater management, access and other related services).
4. Except as specifically noted on this plan, development of the property shall be consistent with the requirements of the City of Ocoee Code of Ordinances (the “**Code**”), which Code includes Chapter 180, the City of Ocoee Land Development Code (the “**Land Development Code**”).
5. Nothing herein shall be construed to waive any provision of the Land Development Code except to the extent expressly set forth on a waiver table or explicitly set out on the plan.
6. Any damage caused to any public streets as a result of the construction activities related to the project shall be promptly repaired by the Owner to the applicable governmental standards at the Owner’s sole cost and expense.
7. There shall be no access from the property to any public streets except at the approved locations shown on the approved Final Site Plan.
8. All existing structures (including buildings, power lines, existing aerial and utility facilities) will be removed and/or terminated prior to or during construction of the development replacing those uses.
9. All legal instruments including, but not limited to (i) declarations of covenants, easements and restrictions for the property, if any; (ii) articles of incorporation and bylaws of the property owners’ association, if any (the “**Association**”); and (iii) warranty deeds, easements and bill of sale documents to the Association, the City, the County and/or the St. Johns River Water Management District (“**SJRWMD**”) shall be provided to the City for review and approval prior to platting all or a portion of the property.
10. Parking within the Property shall be provided in accordance with the Land Development Code or as otherwise set forth in the Final Site Plan.

11. Each fire hydrant shall be painted OSHA yellow in color and a blue reflective marker shall be affixed to the street in the center of the lane closest to each hydrant.
12. The Owner of the Property shall be responsible for installing reuse lines along with the other subdivision infrastructure. At such time as reuse water is available to the Property, the Owner shall be responsible for connection to the reuse system lines.
13. Pursuant to the Land Development Code, all signage must be consistent with the legally assigned name of the development. Any subsequent change to the name of the development must be approved by the City Commission of the City.
14. To the extent these Conditions of Approval conflict with the Land Development Code, the provisions of these Conditions of Approval shall control.

Section B. Trees

1. All landscape areas shall be irrigated and have an automatic rain sensor.

Section C. Easements/Utilities

1. All cross access, drainage/stormwater, landscape, trail, sidewalk, and utility easements shall be provided prior to or at the time of permit issuance.
2. All existing onsite utilities including electrical, cable, TV, and telephone located in the road right of way shall be relocated as necessary and shall remain overhead.
4. Unless otherwise noted, there shall be a ten-foot (10') utility and drainage easement adjacent to all street rights-of-way.
5. Final easement dimensions will be shown on the Final Site Plan and will be sized to meet City requirements.
6. A perpetual, non-exclusive access easement over all internal roadways and other paved areas is hereby granted in favor of the City and other applicable authorities for law enforcement, fire and other emergency services. The City may require that the owner execute an easement in recordable form with respect to the foregoing.
7. An emergency access easement to the retention ponds and over all drainage easements shown on the Final Site Plan is hereby granted to the City for emergency maintenance purposes. The emergency access easement will not impose any obligation, burden, responsibility of liability upon the City to enter upon the property it does not own or take any action to repair or maintain the drainage system on the property.

Section D. Association

1. Intentionally deleted.

Section E. Streets

1. Final street naming will be coordinated through the City.
2. The street identified as “New Road” on the northern border of the Property will be dedicated to the public following completion of the extension of Pine Street and the dedication thereof to the City.
3. Street lights, security lights and lighting for common areas meeting current Land Development Code requirements shall be installed by the Owner prior to Certificate of Completion at the Owner’s expense.
4. Intentionally deleted.
5. The Owner shall construct appropriate curbs cuts to enable construction of ramps at all rights-of-way intersections (and other areas as reasonably required) in order to accommodate access to sidewalks and streets for persons who are in wheelchairs and other persons with disabilities. Sidewalks abutting each parcel or tract shall be constructed at the time of development of such parcel or tract. When sidewalks are constructed on corner locations, the sidewalks will be extended to the curb and the appropriate ramps will then be constructed. Sidewalks adjacent to common areas shall be constructed at the time of permanent construction of adjacent common areas.

Section F. Stormwater Management System

1. All wet retention ponds will be unfenced with a maximum 5:1 side slope into the pond. Dry retention ponds will remain unfenced with a maximum 4:1 side slope. Retaining walls utilized in retention ponds shall have fencing atop the wall locations.
2. The development of this project will incorporate the stormwater needs of all public roads within the project.
3. All building setbacks from all retention areas shall be fifteen feet (15’) feet from the top of the bank.
4. Unless otherwise specifically provided for, the SWMS, including all pipes, inlets, manholes, structures and retention ponds, will be owned, operated and maintained by the Owner.
5. Notwithstanding the conveyance of the retention ponds to the Owner or any provision to the contrary contained in these Conditions of Approval, the Owner shall remain responsible for the maintenance of the SWMS, including all retention ponds, until such time as:
 - i. the entire SWMS for the project is constructed and the appropriate Certificate of Completion is issued by both the City and the SJRWMD;
 - ii. the retention ponds intended to be conveyed to the Owner have in fact been conveyed to the Owner;

iii. the Owner is designated as the maintenance entity on the records of the SJRWMD and all transfer records required by the SJRWMD have been executed and accepted by SJRWMD;

iv. the City has been provided with a copy of the Owner's proposed maintenance plan with respect to the SWMS; and

v. the City has been provided with a written statement from the Owner acknowledging receipt of the Owner's proposed maintenance plan with respect to the SWMS and that the Owner is responsible for the maintenance of the SWMS.

6. All common area improvements including entry features, walls, landscaping and sidewalks along all roads, as well as landscaping around the retention pond tracts and any lift station tract shall be completed to the extent agreed to with City staff prior to issuance of the Certificate of Completion for those corresponding phases.

Section G. Wetlands/100 Year Flood Plain

1. All finished floor elevations will exceed the 100-year flood plain based elevation by a minimum of two (2) feet.

2. The Owner shall comply with all requirements of the City and other governmental entities with jurisdiction to protect the wetlands being preserved and to prevent any disturbance, siltation, or other construction below the natural wetland lines. Further, the areas below the natural wetland lines shall be fenced off (and silt fences shall be installed) during construction activities immediately adjacent to the wetlands, in order to minimize disturbances of the wetlands during construction.

3. Wetland and existing surface water impact for this property is regulated by SJRWMD and the Florida Department of Environmental Protection. General or individual permits are required from these agencies prior to commencement of construction.

4. At the time of submittal of the Final Site Plan review for the property, the Owner will map any jurisdictional wetland line on the site and establish a twenty-five (25) foot secondary buffer from that line. The usable area of the site will be reduced by this acreage and all development criteria will be reduced proportionately. Prior to or at the time of development of any portion of the property, if a Conservation and Drainage Easement is required, the Owner shall convey to the City the Conservation and Drainage Easement, the form of which shall be approved by the City prior to the conveyance.

Section H. Commercial Projects

Intentionally deleted.

Section I. Single-Family Residential Projects

Intentionally deleted.

Section J. Townhome Projects

Intentionally deleted.

Section K. Wekiva Study Area

1. Intentionally Deleted

Section L. West Orange Trail

1. Intentionally Deleted



Meeting Date: December 5, 2023
Item #: 25

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of 429 Business Center Phase II West Large Scale Final Site Plan and Development Agreement - Project No. LS-2022-015. (Zoning Manager Whitfield)

Background Summary:

The property is located on the west side of the canal and east side of Pine Street, beginning approximately 462 feet north of Palm Drive. It is within Commission District 3, the SR 429 Overlay District Business Center Character Area and the Wekiva Study Area. The property contains three (3) parcels, totaling approximately 5.58 acres, which were approved for a Small-Scale Comprehensive Plan Future Land Use Map Amendment to Light Industrial and associated Rezoning to I-1 on May 17, 2022. The table below lists the future land use designations, zoning classifications, and existing land uses of the surrounding parcels.

Direction	Future Land Use	Zoning Classification	Existing Land Use
North	Low Density Residential	R-1A	Residential
South	Low Density Residential & High Density Residential	R-1A & County A-2	Residential
East	Conservation & Light Industrial	I-1	Vacant
West	Low Density Residential	A-2 & R-1A	Residential

On September 20, 2022, the City approved the Large-Scale Preliminary Site Plan for the 429 Business Center Phase II - West Development, which consists of a 70,720 SF light industrial and flex warehouse development contained in a single building. This 429 Business Center Phase II - West Development is part of a larger development, which includes 429 Business Center Phase II East, located on the east side of the canal and west side of Ocoee Apopka Road.

In terms of traffic and access, the site plan shows two (2) driveway access points off of Pine Street. However, per the conditions of approval for the Small Scale Comprehensive Plan Future Land Use Map Amendment and Rezoning, industrial and commercial traffic and vehicles will not be allowed to utilize Pine Street until such time that Pine Street is designed and improved to support non-residential traffic. Mechanisms will be required to be put in place to limit or avoid cut-through traffic once Pine Street is improved. Instead, the development of this site will be dependent upon and utilize the future east-west road located along the north property

boundary and extending to Ocoee Apopka Road. This new roadway will be designed and constructed to City standards and will be dedicated to the City. It is consistent with the transportation vision for the Business Character District and will connect this project to the Phase II East project.

Stormwater will be provided on-site at the rear of the property adjacent to the canal, and water and sewer utility services will be provided by the City.

Approval of this final site plan is in conjunction with a Development Agreement.

Issue:

Should the City Commission approve the Large-Scale Final Site Plan for the 429 Business Center Phase II West Development located at 701, 707, and 711 Pine Street, assigned parcel ID numbers 18-22-28-0000-00-005, 18-22-28-0000-00-106 and 18-22-28-0000-00-105?

Recommendations:

Staff recommends that the City Commission approve the Large-Scale Final Site Plan for the 429 Business Center Phase II West Development located at 701, 707, and 711 Pine Street, assigned parcel ID numbers 18-22-28-0000-00-005, 18-22-28-0000-00-106 and 18-22-28-0000-00-105.

Attachments:

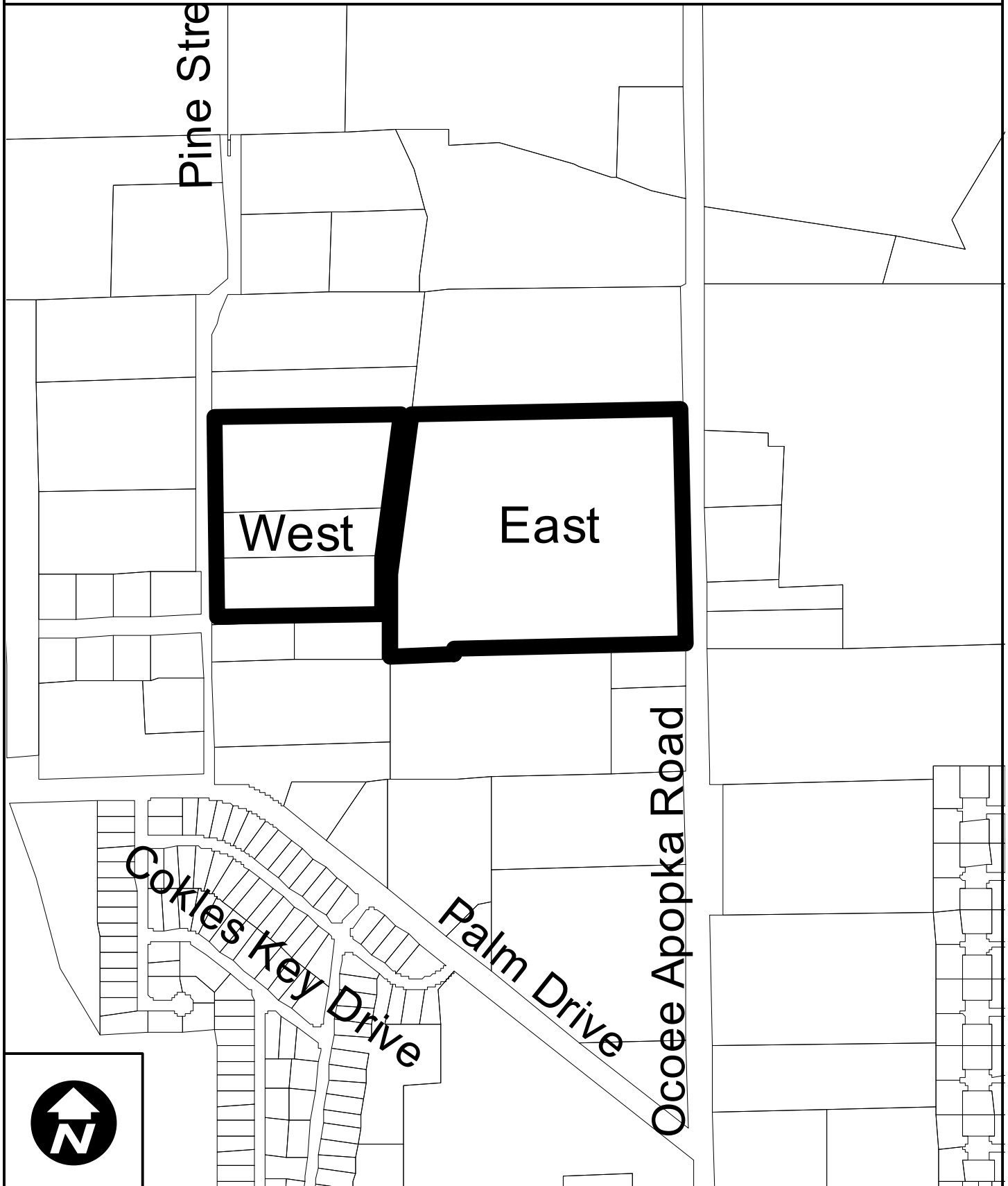
1. Location Map
2. Aerial 429 Center West
3. West Zoning Map
4. Civil Plans
5. Landscape Plans
6. Building Elevations
7. 429 Business Center Ph II West DevAgreement(1537881492.4)

Financial Impacts:

None

Type of Item: Consent

429 Business Center Phase II East & West Location Map





429 Business Center Phase II West Surrounding Zoning Map



Development Services
Department

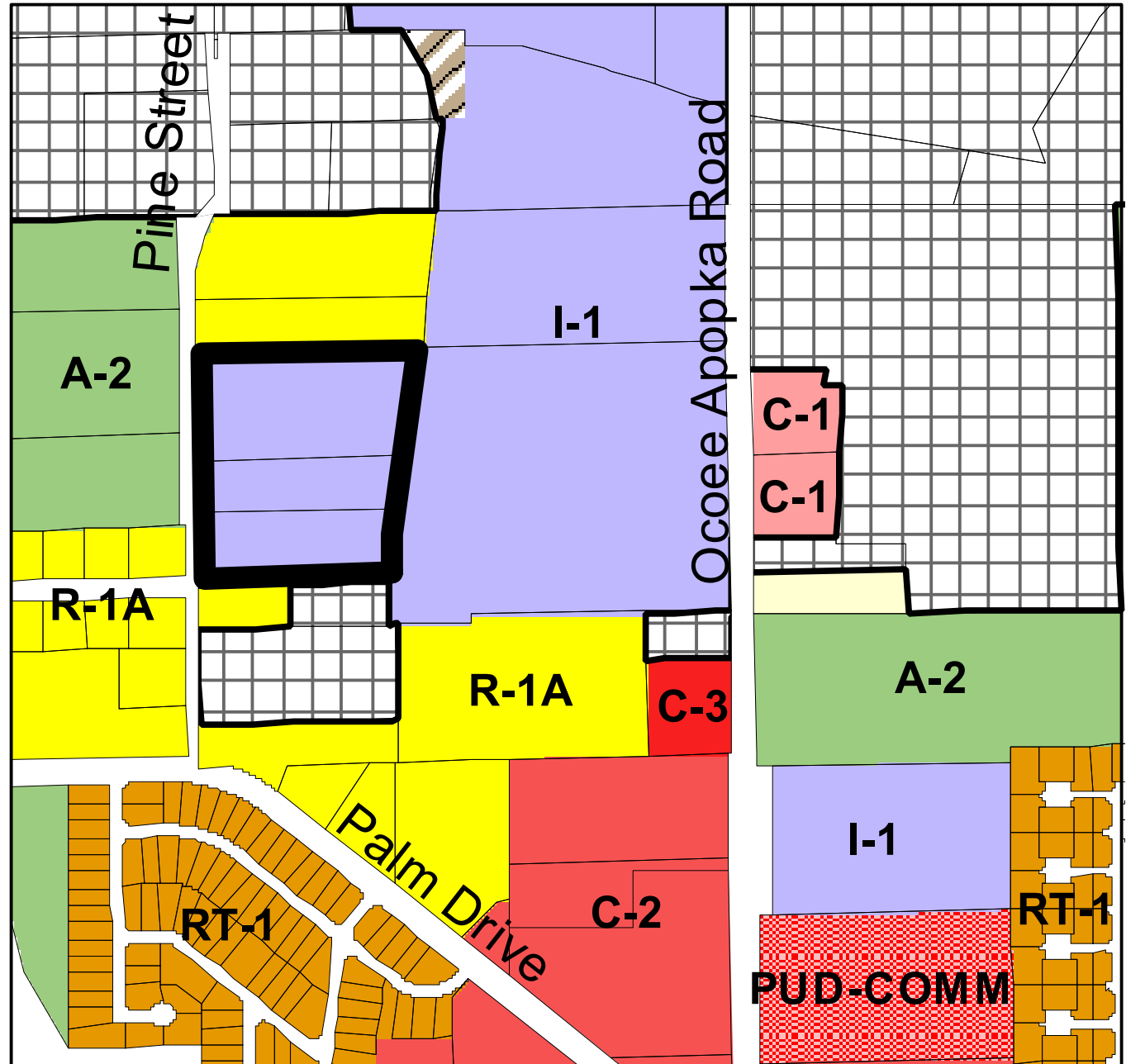
0 90 180 360
Feet

Created: September 2022

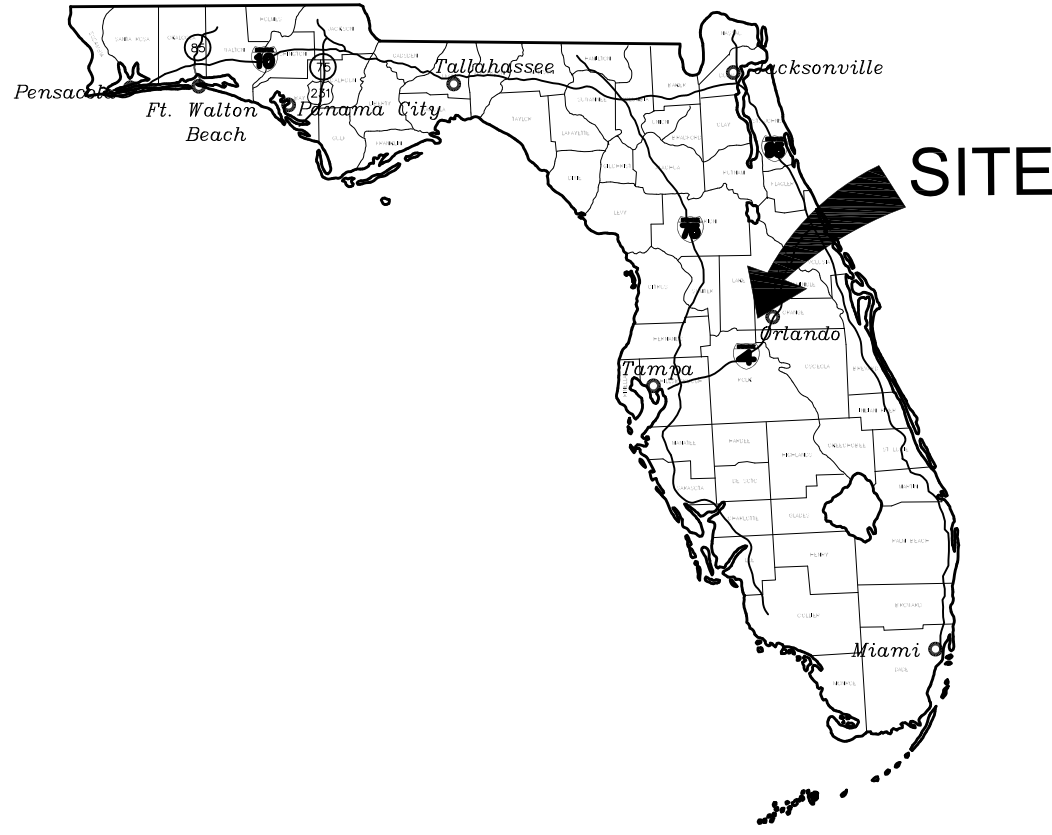
 Subject Property

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



429 BUSINESS CENTER PHASE II WEST
OCOOE, FLORIDA
LARGE SCALE FINAL SITE PLAN
AUGUST 2023



PARCEL IDs:

18-22-28-0000-00-105
18-22-28-0000-00-106
18-22-28-0000-00-005

CONTACT INFORMATION:

DEVELOPER: TSG DEVELOPMENT, INC. MR. J. WILSON MCDOWELL 250 S. ORANGE AVENUE SUITE 700 ORLANDO, FL 32801 TEL: 407-930-1801 E-MAIL: WILSON.MCDOWELL@JLL.COM	GEOTECHNICAL ENGINEER: ARDAMAN & ASSOCIATES, INC. 8008 S. ORANGE AVENUE ORLANDO, FL 32809 TEL: 407-855-3860 FAX: 407-859-8121 ATTN: CHUCK CUNNINGHAM, P.E. E-MAIL: CCUNNINGHAM@ARDAMAN.COM
SURVEYOR: BENCHMARK SURVEYING & MAPPING, INC. 3110 RED FOX RUN KISSIMMEE, FL 34746 TEL: 407.654.6183 ATTN: BILLY JOE JENKINS, JR. P.S.M. EMAIL: JOE@BENCHMARKSURVEYINGANDMAPPING.COM	TRAFFIC ENGINEER: TRAFFIC PLANNING AND DESIGN, INC. TURGUT DERVISH, P.E., PRESIDENT 535 VERSAILLES DRIVE MAITLAND, FL 32751 TEL: 407-628-9955 E-MAIL: TURGUT@TPDTRAFFIC.COM
ARCHITECT: C4 ARCHITECTURE CLARK STRANAHAN 135 W CENTRAL BLVD, SUITE 340 ORLANDO, FL 32801 TEL: 407-221-7864 E-MAIL: CSTRANAHAN@C4ARCHITECTURE.COM	WATER/SEWER/RECLAIM: CITY OF OCOEE 1800 A. D. MIMS ROAD OCOOE, FL 34761 TEL: 407-905-3159 FAX: 407-877-5899 ATTN: JAMIE CROTEAU UTILITIES DIRECTOR
ENGINEER: KLIMA WEEKS CIVIL ENGINEERING, INC. SELBY G. WEEKS, P.E., LEED AP 385 DOUGLAS AVE., STE. 2100 ALTAMONTE SPRINGS, FL 32714 TEL: 407.478.8750 FAX: 407.478.8749 E-MAIL: SWEEEKS@KLIMAWEEKS.COM	FIRE & RESCUE DEPARTMENT: CITY OF OCOEE 563 S. BLUFORD AVE. OCOOE, FL 34761 TEL: 407-905-3140 FAX: 407-905-3129 ATTN: JOHN MILLER FIRE CHIEF
LANDSCAPE ARCHITECT: BONNET DESIGN GROUP, LLC TODD W. BONNET, RLA 400 S. ORLANDO AVENUE, SUITE 201 MAITLAND, FL 32751 TEL: 407-622-1588 E-MAIL: TODD@BONNETTDESIGNGROUP.COM	PLANNING, ZONING AND DEVELOPMENT DEPT. 1 N. BLUFORD AVENUE OCOOE, FL 34761 TEL: 407-905-3157 FAX: 407-905-3158 ATTN: MICHAEL RUMER DEVELOPMENT SERVICES DIRECTOR
	ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT 601 S. LAKE DESTINY ROAD, SUITE 200 MAITLAND, FL 32751 TEL: 407-659-4800

SHEET INDEX:

C000	COVER SHEET
S1	BOUNDARY & TOPOGRAPHIC SURVEY
C100	SITE PLAN
C200	EROSION CONTROL & DEMOLITION PLAN
C300	GEOMETRY, STRIPING & SIGNAGE PLAN
C400	GRADING & DRAINAGE PLAN
C500	UTILITY PLAN
C501	UTILITY PLAN AND PROFILE
C502	MASTER UTILITY PLAN
C600	SITE DETAILS
C601	EROSION CONTROL & DEMOLITION DETAILS
C700	DRAINAGE DETAILS
C800	WATER & SANITARY DETAILS
C801	WATER & SANITARY DETAILS
C802	WATER & SANITARY DETAILS
C803	LIFT STATION DETAILS
L101	LANDSCAPE PLAN
L102	LANDSCAPE NOTES & DETAILS
L201	IRRIGATION PLAN
L202	IRRIGATION NOTES AND DETAILS
A103	ARCHITECTURAL SITE PLAN AND DUMPSTER DETAILS
A401	BUILDING 600 ELEVATIONS
E201	SITE LIGHTING PHOTOMETRICS
E202	PHOTOMETRIC CUTSHEETS
E203	PHOTOMETRIC CUTSHEETS
E204	PHOTOMETRIC CUTSHEETS

ADDRESS:

701, 707, 711 PINE STREET OCOEE, FL 34761

LEGAL DESCRIPTION:

NORTH 1/2 OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF NORTHWEST 1/4 AND SOUTH 1/2 OF NORTHWEST 1/4 OF NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 18-22-28, ORANGE COUNTY, FLORIDA (LESS WEST 448 FEET OF SOUTH 100 FEET OF NORTH 1/2 OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 18-22-28, AND LESS THE LAND LYING EAST OF CENTER LINE OF THE DITCH SURVEY LINE DESCRIBED AS FOLLOWS: COMMENCE ON EAST LINE OF NORTHWEST 1/4 OF SECTION AT A POINT 343.60 FEET NORTH OF THE SOUTHEAST CORNER THEREOF AND RUN SOUTH 89°02'48" WEST 55.17 FEET; THENCE RUN NORTH 51°44'12" WEST 996.47 FEET; THENCE RUN NORTH 0°57'42" WEST 298.7 FEET; THENCE RUN NORTH 0°30'18" EAST 290.02 FEET; THENCE RUN NORTH 0°46'42" WEST 255.38 FEET; THENCE RUN NORTH 07°33'18" EAST 318.92 FEET; THENCE RUN NORTH 04°59'18" EAST 149.98 FEET; THENCE RUN NORTH 13°21'18" EAST 152.42 FEET; THENCE RUN NORTH 02°18'42" WEST 150.80 FEET TO THE NORTH LINE OF SAID SECTION 18.)

ALSO LESS THE SOUTH 20.00 FEET OF THE WEST 449.00 FEET OF THE ABOVE DESCRIBED PARCEL.

ALSO LESS THAT PORTION CONVEYED TO THE CITY OF OCOEE BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NUMBER #20200486135, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZONING AND FUTURE LAND USE:

ZONING: I-1
EXISTING USE: SINGLE FAMILY RESIDENCES

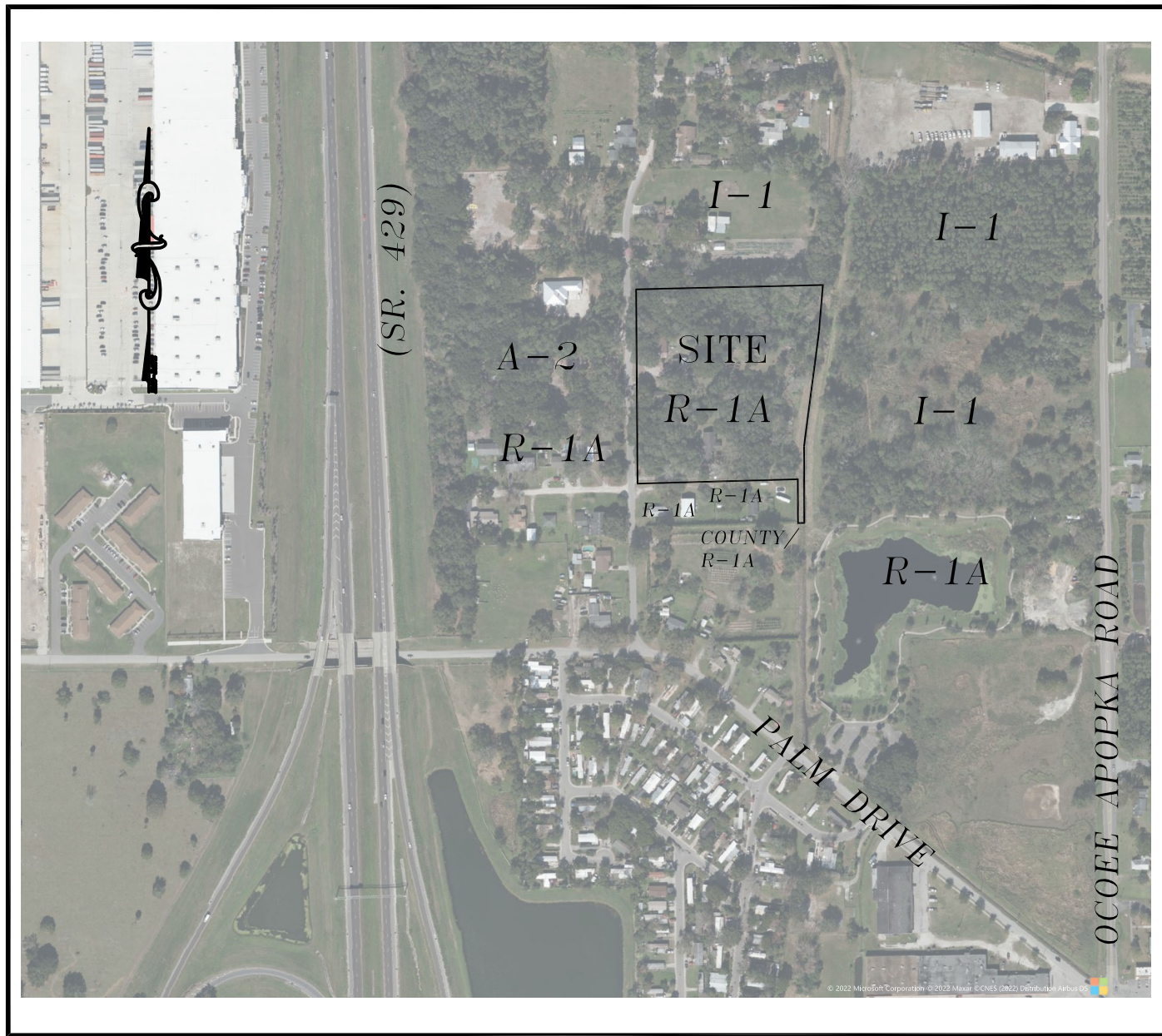
PROPOSED USE: WAREHOUSE
FUTURE LAND USE: (LI) LIGHT INDUSTRIAL

CHARACTER AND INTENDED USE:

THE PROPOSED CONSTRUCTION CONSISTS OF A 71,008 SF SINGLE STORY WAREHOUSE BUILDING, PARKING LOT, ASSOCIATED WATER, SEWER AND STORMWATER.

FLOOD ZONE:

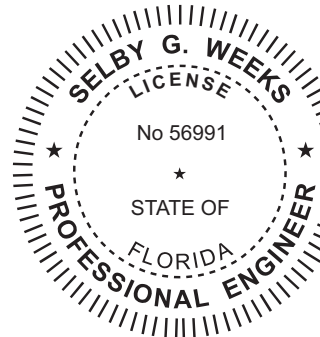
SUBJECT PROPERTY LIES WITHIN ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND ZONE AE, AND AREA WHERE BASE FLOOD ELEVATIONS ARE DETERMINED (114') ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 12095C0210H, DATED SEPTEMBER 24, 2021.



VICINITY & EXISTING ZONING MAP

N.T.S.

701, 707, 711 PINE STREET, OCOEE

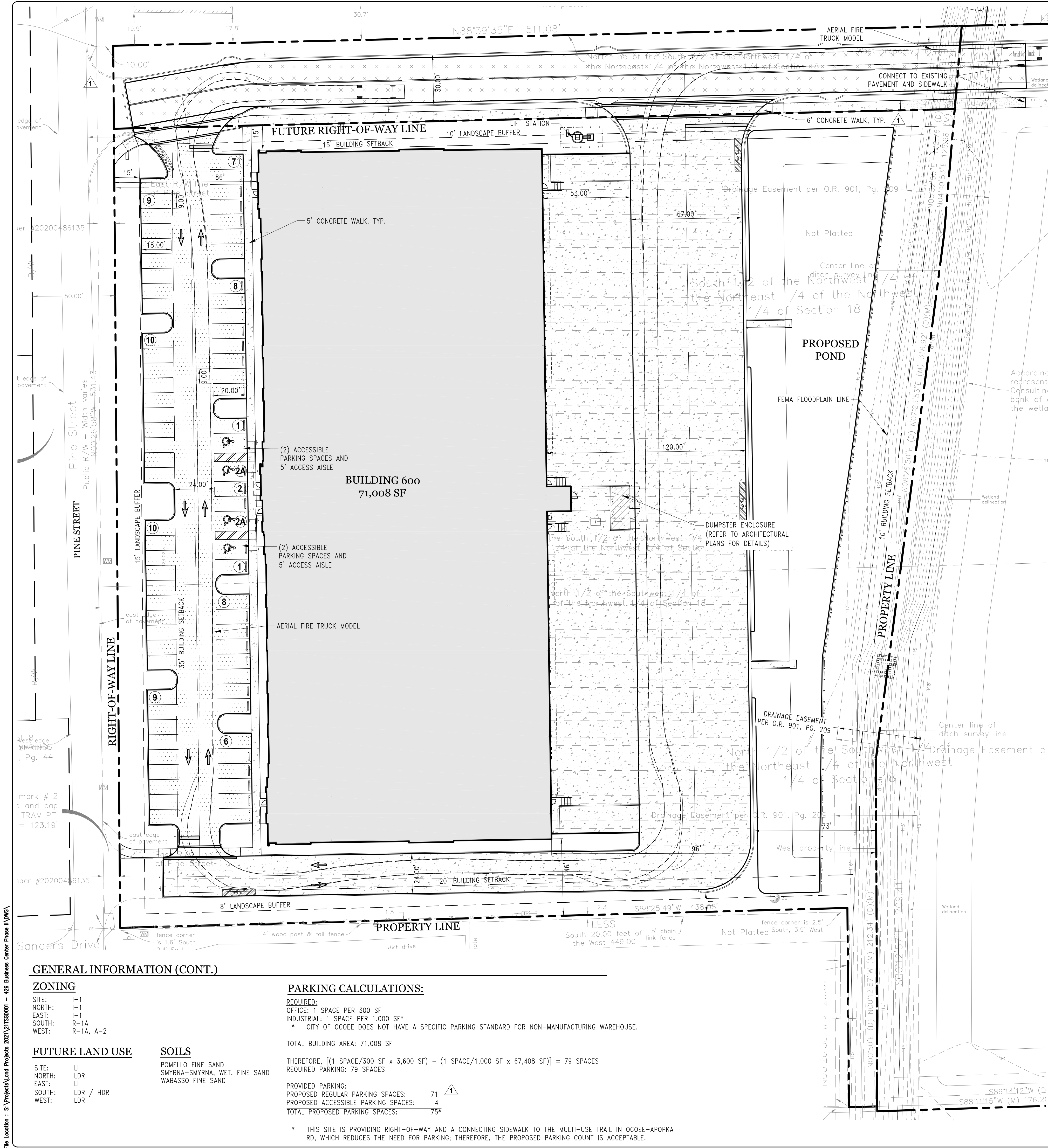


Digitally signed by Selby G Weeks
DN: cn=Selby G Weeks,
o=Klima Weeks Civil Engineering, c=US
Reason: This item has been digitally signed and sealed
by Selby G. Weeks, P.E. on the date adjacent to the
seal. Printed copies of this document are not
considered signed and sealed and the signature must
be verified on any electronic copies.
Date: 2023.08.01 17:50:04-0400

385 DOUGLAS AVENUE, STE. 2100
ALTAMONTE SPRINGS, FL 32714
TELEPHONE 407.478.8750
FACSIMILE 407.478.8749
www.klimaweeks.com

Klima
Weeks
CIVIL ENGINEERING

NO.	REVISION	BY	DATE
	AGENCY COMMENTS	JD / DB	03.20.23
	SJRWMD PAC	JD / DB	04.21.23
	CITY COMMENTS	JD / DB	06.26.23
	CITY COMMENTS	JD / DB	07.27.23



LEGEND:

- LIGHT-DUTY ASPHALT PAVEMENT (REFER TO DETAIL, SHEET C600)
- 4" CONCRETE WALK (REFER TO DETAIL, SHEET C600)
- 6" CONCRETE WALK (REFER TO DETAIL, SHEET C600)
- CONCRETE PAVEMENT (REFER TO DETAIL, SHEET C600)
- HEAVY DUTY ASPHALT PAVEMENT (REFER TO DETAIL, SHEET C600)
- CONCRETE DUMPSTER PAD PAVEMENT (REFER TO DETAIL, SHEET C600)

GENERAL NOTES

- CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION ACTIVITY FOR DIG PERMITS, ELECTRICAL PERMITS OR OTHER PERMITS AS APPLICABLE. CONTRACTOR IS ALSO TO COORDINATE FULLY WITH UTILITY COMPANIES ON EXACT LOCATION OF UNDERGROUND UTILITIES AND ANY UTILITY ADJUSTMENT REQUIRED. UTILITY COMPANIES SHALL BE NOTIFIED A MINIMUM OF THREE WORKING DAYS PRIOR TO EXCAVATION.
- THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS WERE DEPICTED FROM ACTUAL FIELD MEASUREMENTS AND/OR DERIVED FROM RECORD DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM THE LOCATION OF EXISTING UTILITIES TO DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED CONSTRUCTION AND TO COORDINATE WITH THE UTILITY OWNERS TO RESOLVE THESE CONFLICTS.
- THE SUBSURFACE INFORMATION FOR THIS PROJECT WAS OBTAINED FOR DESIGN PURPOSES AND MAY NOT BE AN ADEQUATE REPRESENTATION OF ACTUAL CONDITIONS AT THE TIME THE BORINGS WERE MADE.
- ANY DIFFERING SITE CONDITIONS FROM THAT WHICH IS REPRESENTED HEREON, WHETHER ABOVE, ON OR BELOW THE SURFACE OF THE GROUND, SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER, IN WRITING, WITHIN 48 HOURS OF DISCOVERY. NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR DUE TO SUCH DIFFERING CONDITIONS WILL BE ALLOWED IF HE OR SHE FAILS TO PROVIDE THE WRITTEN NOTIFICATION.
- ALL MATERIALS, INSTALLATION AND TESTING SHALL BE IN ACCORDANCE WITH THE CITY OF OCOCHEE AND FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. WHERE THE SPECIFICATIONS CONFLICT, THE MORE STRINGENT SPECIFICATION SHALL APPLY, AS DETERMINED BY THE ENGINEER-OF-RECORD OR THE CITY ENGINEER.
- THE CONTRACTOR SHALL PROVIDE ALL SHEETING, SHORING AND BRACING REQUIRED TO PROTECT ADJACENT STRUCTURES AND UTILITIES OR MINIMIZE TRENCH WIDTH AS REQUIRED. SHEETING AND SHORING SHALL BE DESIGNED BY A STATE OF FLORIDA PROFESSIONAL ENGINEER RETAINED BY THE CONTRACTOR.
- THE CONTRACTOR SHALL ENSURE THAT ALL REQUIRED CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCING WORK.
- ALL DEBRIS AND WASTE MATERIALS GENERATED BY DEMOLITION OR SUBSEQUENT CONSTRUCTION ACTIVITIES SHALL BE DISPOSED OFF-SITE IN A LEGAL MANNER AT AN APPROVED DISPOSAL FACILITY. THE CONTRACTOR SHALL OBTAIN ANY AND ALL PERMITS REQUIRED FOR DEMOLITION, CONSTRUCTION WORK AND HAULING WASTE MATERIAL. ALL ASSOCIATED COSTS AND PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ANY PUBLIC LAND CORNER, WITHIN THE LIMITS OF CONSTRUCTION, IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING ALTERED AND HAS NOT YET BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER WITHOUT DELAY.
- COORDINATE VALUES ARE BASED ON A LOCAL GRID ESTABLISHED BY THE SURVEY.
- ALL REFERENCES TO PROPOSED CONSTRUCTION INDICATES CONSTRUCTION INCLUDED IN THIS CONTRACT.
- ALL PIPING TO HAVE A MINIMUM OF THREE (3) FEET COVER UNLESS OTHERWISE NOTED ON PLANS.
- THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY STRIPING, TRAFFIC CONTROL AND SAFETY DEVICES IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," LATEST EDITION, AND THE LATEST FLORIDA DEPARTMENT OF TRANSPORTATION FY 2021-22 STANDARD PLANS.
- MAINTENANCE OF TRAFFIC: ACCESS FOR LOCAL TRAFFIC SHALL BE MAINTAINED. IF, DURING CONSTRUCTION, ACCESS FOR LOCAL TRAFFIC IS CHANGED, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE JURISDICTIONAL AGENCY A MINIMUM OF THREE (3) WORKING DAYS IN ADVANCE. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH INDEX NO. 102 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION FY 2022-23 STANDARD PLANS.
- REFER TO FDOT ROADWAY AND TRAFFIC DESIGN (FY 2022-23) STANDARDS FOR THE FOLLOWING:
 - A. TYPE "C" INLET (INDEX NO. 425-052)
 - B. TYPE "V" INLET (INDEX NO. 425-041)
 - C. MITERED END SECTION (INDEX NO. 430-021)
 - D. CONCRETE BOX CULVERT, WINGWALLS, AND HEADWALLS (INDEX NO. 400-289, 400-291, 400-292)
 - E. CURB RAMP (INDEX NO. 522-002)
 - F. CURB TRANSITION (INDEX NO. 520-001)
 - G. CONCRETE BUMPER GUARD (WHEEL STOP) (INDEX NO. 520-001)
 - H. CROSSWALK, STOP BAR (INDEX NO. 711-001)
 - I. PAVEMENT ARROWS (INDEX NO. 711-001)
 - J. STRUCTURE BOTTOMS TYPE "J" AND "P" (INDEX NO. 425-010)
 - K. SUPPLEMENTARY DETAILS FOR MANHOLES AND INLETS (INDEX NO. 425-001)
 - L. CONCRETE SIDEWALK (INDEX NO. 522-001)
 - M. TYPE "D" CURB (INDEX NO. 520-001)
 - N. TYPE "F" CURB & GUTTER (INDEX NO. 520-001)
 - O. VALLEY GUTTER (INDEX NO. 520-001)(ALL NUMBERS REFERENCED ARE PER FDOT STANDARD PLAN INDEX)
- AS-BUILT DRAWINGS, SIGNED AND SEALED BY A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA, SHALL BE PROVIDED PER THE PROJECT SPECIFICATIONS AND CITY OF OCOCHEE REQUIREMENTS, AND SHALL BE SUBMITTED TO THE CITY IN ACCORDANCE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARDS MANUAL IN THE FOLLOWING FORMATS:
 - A. 1 PDF COPY
 - B. CAD COPY DRAWN IN STATE PLANE COORDINATESAS-BUILT DRAWINGS MUST ALSO COMPLY WITH FDOT AND SJRWMD REQUIREMENTS.
- ALL SIGNAGE FOR THE PROJECT SHALL COMPLY WITH THE ADOPTED CITY OF OCOCHEE SIGNAGE REGULATIONS.
- THE MOST STRINGENT STANDARDS BETWEEN THE CITY STANDARDS AND THE STANDARDS SET FORTH IN THESE GENERAL NOTES SHOULD BE FOLLOWED.
- ALL FINISHED FLOOR ELEVATIONS WILL EXCEED THE 100-YEAR FLOOD PLAIN BY A MINIMUM OF ONE FOOT (1').
- FINISHED FLOOR ELEVATION WILL EXCEED THE 100-YEAR FLOODPLAIN BY A MINIMUM OF TWO FEET (2').

GENERAL INFORMATION

PROPERTY INFORMATION:

PARCEL IDs: 18-22-28-0000-00-105
18-22-28-0000-00-106
18-22-28-0000-00-005

ADDRESS: 701, 707, 711 PINE STREET, OCOCHEE, FL 34761

EXISTING USE: SINGLE FAMILY RESIDENCES
PROPOSED USE: WAREHOUSE

CHARACTER AND INTENDED USE

THE PROPOSED CONSTRUCTION CONSISTS OF A 71,008 SF SINGLE STORY WAREHOUSE BUILDING, PARKING LOT, ASSOCIATED WATER, SEWER AND STORMWATER.

BUILDING SETBACKS

YARD (IDENTIFICATION)	REQUIRED	PROVIDED
FRONT (WEST) -	35'	86'
SIDE (NORTH) -	15'	15'
SIDE (SOUTH) -	20'	46'
REAR (EAST) -	10'	196'

LANDSCAPE BUFFERS

YARD (IDENTIFICATION)	REQUIRED	PROVIDED
FRONT (EAST) -	15'	15'
SIDE (NORTH) -	10'	15'
SIDE (SOUTH) -	8'	11'
REAR (WEST) -	0'	73'

AREA CALCULATIONS

	SF	AC	%
TOTAL PROJECT AREA:	256,932	5.90	100.0
EXISTING IMPERVIOUS:	7,618	0.17	3.0
EXISTING OPEN SPACE:	249,314	5.72	97.0
PROPOSED IMPERVIOUS:	178,840	4.11	69.6 ¹
PROPOSED OPEN SPACE:	78,092	1.79	30.4 ²

PROPOSED ISR = 0.70
MAXIMUM IMPERVIOUS SURFACE PERMITTED: 70%

¹ PROPOSED IMPERVIOUS SURFACE PERCENTAGE IS BASED ON THE SITE AREA PRIOR TO RIGHT-OF-WAY DEDICATIONS.

² 6,823 SF (0.16 AC) OF PERVIOUS AREA IS WITHIN THE FUTURE RIGHT-OF-WAY.

BUILDING INFORMATION

PROPOSED BUILDING: WAREHOUSE, 71,008 SF
FBC CONSTRUCTION TYPE: II-B

MAX PERMITTED BUILDING HEIGHT: INDUSTRIAL: TWO-STORY

PROPOSED BLDG. HEIGHT: ONE-STORY, 45'-0"

MAXIMUM BUILDING COVERAGE PERMITTED: 30%
BUILDING COVERAGE: 28%*

*PROPOSED BUILDING COVERAGE IS BASED ON THE SITE AREA PRIOR TO RIGHT-OF-WAY DEDICATIONS.

FEMA FLOOD DATA

SUBJECT PROPERTY LIES WITHIN ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND ZONE AE, AN AREA WHERE BASE FLOOD ELEVATIONS ARE DETERMINED (114') ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 12095C0210H, DATED SEPTEMBER 24, 2021.

GENERAL INFORMATION (CONT.)

ZONING

SITE: I-1
NORTH: I-1
EAST: I-1
SOUTH: R-1A
WEST: R-1A, A-2

FUTURE LAND USE

SITE: LI
NORTH: LDR
EAST: LI
SOUTH: LDR / HDR
WEST: LDR

SOILS

POMELLO FINE SAND
SMYRNA-SMYRNA, WET. FINE SAND
WABASSO FINE SAND

PARKING CALCULATIONS:

REQUIRED:
OFFICE: 1 SPACE PER 300 SF
INDUSTRIAL: 1 SPACE PER 1,000 SF*
* CITY OF OCOCHEE DOES NOT HAVE A SPECIFIC PARKING STANDARD FOR NON-MANUFACTURING WAREHOUSE.

TOTAL BUILDING AREA: 71,008 SF

THEREFORE, [(1 SPACE/300 SF x 3,600 SF) + (1 SPACE/1,000 SF x 67,408 SF)] = 79 SPACES
REQUIRED PARKING: 79 SPACES

PROVIDED PARKING:
PROPOSED REGULAR PARKING SPACES: 71
PROPOSED ACCESSIBLE PARKING SPACES: 4
TOTAL PROPOSED PARKING SPACES: 75*

* THIS SITE IS PROVIDING RIGHT-OF-WAY AND A CONNECTING SIDEWALK TO THE MULTI-USE TRAIL IN OCOCHEE-APOPKA RD, WHICH REDUCES THE NEED FOR PARKING; THEREFORE, THE PROPOSED PARKING COUNT IS ACCEPTABLE.

Klima Weeks

CIVIL ENGINEERING

385 Douglas Avenue, Ste 2100
Altamonte Springs, FL 32714
Telephone 407.478.8750
Facsimile 407.478.8749

Selby G. Weeks 56991

429 BUSINESS CENTER

PHASE II WEST

701, 707, AND 711 PINE STREET, OCOCHEE, FL

SITE PLAN

revision	description	date
△	AGENCY COMMENTS	03.16.23
△	SJRWMD PAC	04.21.23
△	CITY COMMENTS	06.26.23
△	CITY COMMENTS	07.27.23

△
△

drawn by: JD
checked by: SGW
date: 08/05/2022
plot scale: AS SHOWN
project number: N/A
file name: C100-SITE-WEST-21TSGD001.DWG

C100

DEMOLITION NOTES:

- UTILITY LINES, CONDUITS, & STRUCTURES WITHIN EXISTING EASEMENTS SHALL BE LOCATED AND PROTECTED THROUGHOUT CONSTRUCTION UNLESS SPECIFICALLY NOTED FOR RELOCATION OR REMOVAL.
- UTILITY LINES, CONDUITS, & STRUCTURES WITHIN NEW BUILDING AREA SHALL BE DEMOLISHED, REMOVED FROM SITE, AND DISPOSED IN AN APPROVED WASTE DISPOSAL AREA.
- "BUILDING AREAS" SHALL BE CLEANED OF ALL EXISTING PAVEMENT, BUILDING SLABS, FOOTINGS, FOUNDATIONS, UTILITIES AND SEWERS, NO EXISTING IMPROVEMENTS SHALL BE LEFT UNDER PROPOSED BUILDING AREAS.
- ALL AREAS WHERE PAVEMENT, BUILDING SLABS, FOUNDATIONS, UTILITIES, CONDUITS, AND/OR UTILITY STRUCTURES HAVE BEEN REMOVED SHALL BE BACK FILLED WITH SELECT BACK FILL MATERIAL. ALL SELECT BACK FILL MATERIAL SHALL BE PLACED AND COMPACTED PER THE REQUIREMENTS OF THE SPECIFICATIONS AND THE ON-SITE GEOTECHNICAL ENGINEER.
- CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION ACTIVITY FOR DIG PERMITS, ELECTRICAL PERMITS OR OTHER PERMITS AS APPLICABLE.
- CONTRACTOR IS TO COORDINATE FULLY WITH UTILITY COMPANIES ON EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION. ALL DEBRIS AND WASTE MATERIALS GENERATED BY DEMOLITION OR SUBSEQUENT CONSTRUCTION ACTIVITIES SHALL BE DISPOSED OFF-SITE IN A LEGAL MANNER AT AN APPROVED DISPOSAL FACILITY.
- THE CONTRACTOR SHALL OBTAIN ANY AND ALL PERMITS REQUIRED FOR DEMOLITION, CONSTRUCTION WORK AND HAULING WASTE MATERIAL. ALL ASSOCIATED COSTS AND PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ASPHALT RESURFACING AND STRIPING TO ALL EXISTING ROADS WHICH ARE DAMAGED DURING CONSTRUCTION. ALL REPAIRS TO BE MADE IN ACCORDANCE WITH FDOT REQUIREMENTS.
- ANY ENCOUNTERED CONTAMINATED MATERIALS SHALL BE DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS.
- THE CONTRACTOR IS ADVISED THAT UNCHARTED UTILITIES MAY BE FOUND IN THE CONSTRUCTION AREA AND THAT CONSTRUCTION OPERATIONS SHOULD BE CONDUCTED WITH CAUTION.
- ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN REASONABLY GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.

DEMOLITION LEGEND

NOTE: REFER TO DEMOLITION NOTES, THIS SHEET, FOR ADDITIONAL DETAILS

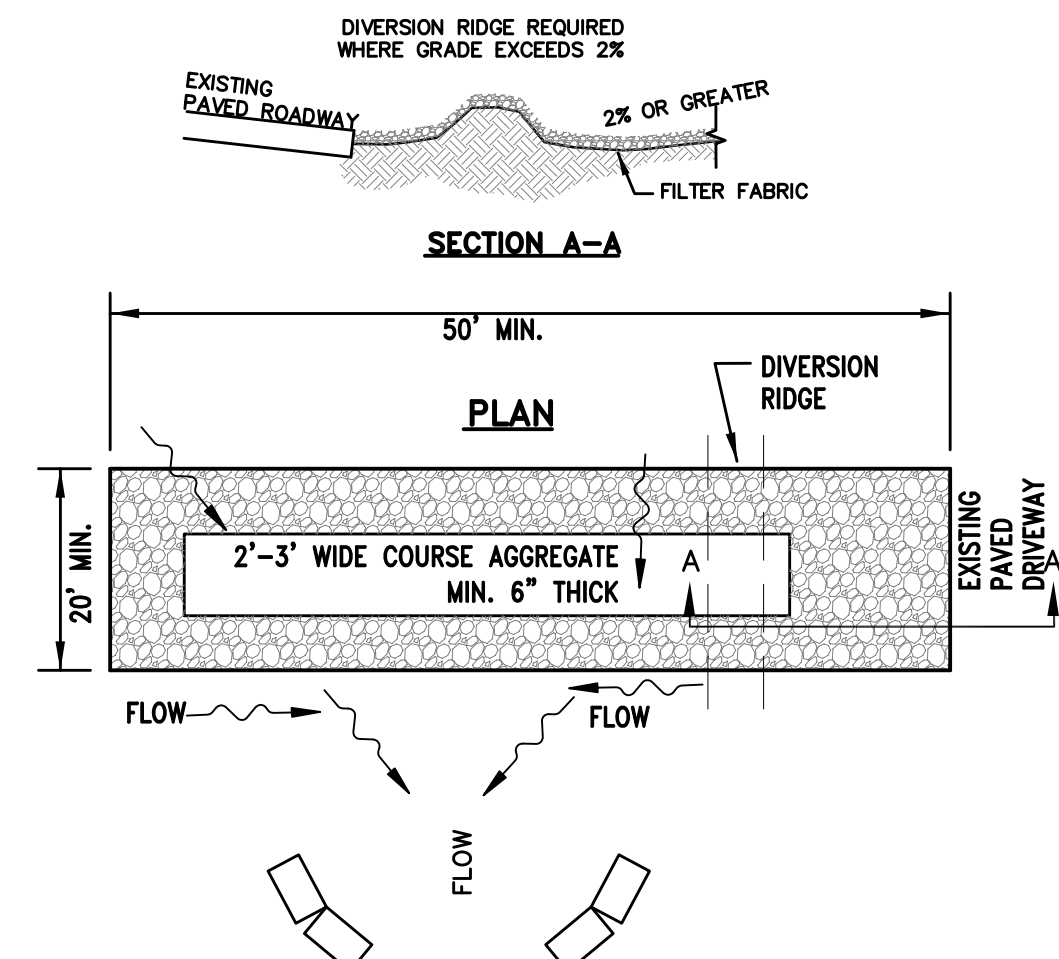
SILT FENCE (REFER TO DETAIL THIS SHEET)

- TREE PROTECTION BARRICADE (REFER TO TREE PROTECTION BARRIER DETAIL, SHEET C601)
- EXISTING TREE TO BE REMOVED (NOTE THAT THIS SITE IS WOODED AND ONLY TREES WITH A DIAMETER OF 36" OR GREATER ARE LOCATED ON THE SURVEY. ALL TREES WITHIN CLEARING LIMITS ARE TO BE REMOVED, WITH THE EXCEPTION OF THOSE SHOWN TO REMAIN.)
- LIMITS OF CLEARING AND GRUBBING
- REMOVE EXISTING BUILDINGS, STRUCTURES, FOUNDATIONS, AND CONCRETE.

- EXISTING UTILITIES TO REMAIN AND BE PROTECTED
- EXISTING WATER METER AND SERVICE LINE TO BE REMOVED. CONTRACTOR SHALL CONFIRM THAT WATER METERS TO BE REMOVED SERVE RESIDENCES TO BE DEMOLISHED AS PART OF THIS PROJECT PRIOR TO REMOVAL. CONTRACTOR SHALL DOCUMENT METER SIZE WITH CITY OF OCOEE FOR IMPACT FEE CREDIT.

EROSION CONTROL NOTES

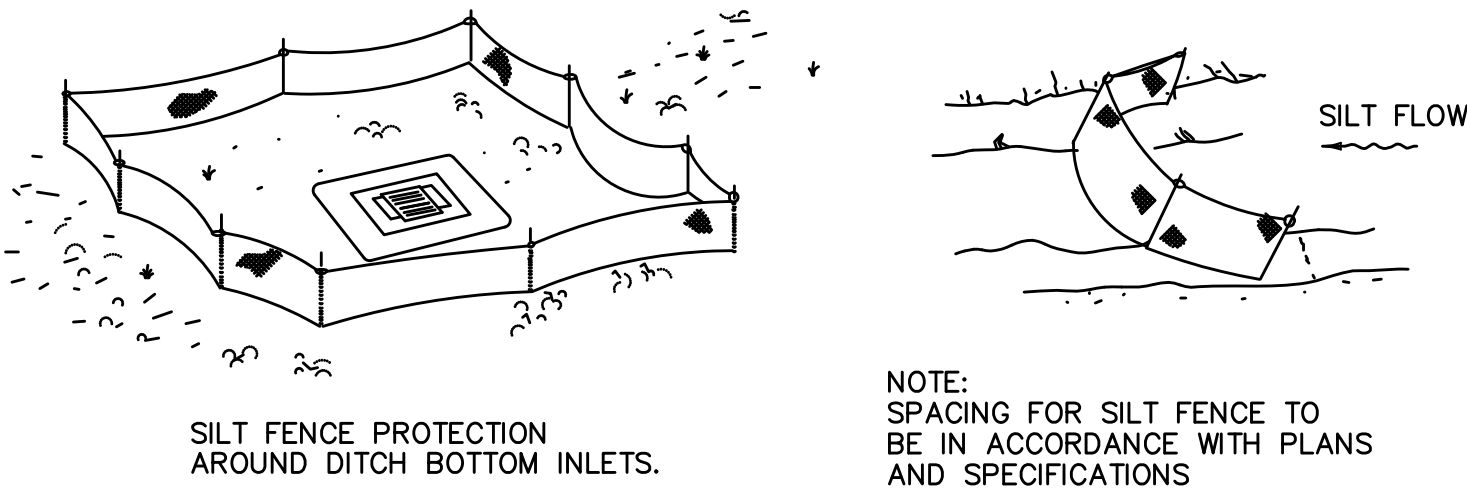
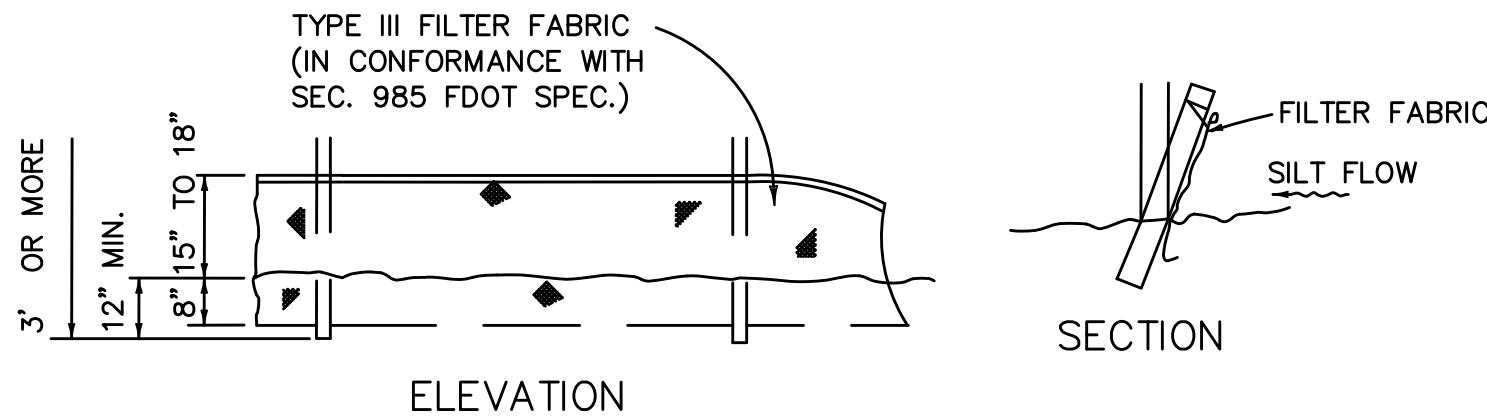
- ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO STANDARDS OF OCOEE, FLORIDA AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
- EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO, OR AS THE FIRST STEP IN, CONSTRUCTION. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTATION OF SILT OFF THE SITE.
- SOIL MATERIALS FROM WORK ON THIS PROJECT SHALL BE CONTAINED AND NOT ALLOWED TO COLLECT ON ANY OFF-PERIMETER AREAS OR IN WATERWAYS. THESE INCLUDE BOTH NATURAL AND MAN-MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES AND PONDS.
- DAILY INSPECTIONS SHALL BE MADE BY THE CONTRACTOR TO DETERMINE THE EFFECTIVENESS OF EROSION/SEDIMENT CONTROL EFFORTS. ANY NECESSARY REMEDIES SHALL BE PERFORMED WITHOUT DELAY.
- ALL MUD, DIRT, OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING PUBLIC OR PRIVATE ROADS AND FACILITIES FROM THIS SITE, DUE TO CONSTRUCTION, SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
- ALL PERMANENT EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS AND ANY DISTURBED LAND AREAS SHALL BE COMPLETED WITHIN 15 CALENDAR DAYS AFTER FINAL GRADING.
- ALL TEMPORARY PROTECTION SHALL BE MAINTAINED UNTIL PERMANENT MEASURES ARE IN PLACE AND ESTABLISHED.
- THE EROSION CONTROL MEASURES ARE INTENDED AS MINIMUM STANDARDS. ANY EROSION CONTROL REQUIRED BEYOND THAT SPECIFIED SHALL BE CONSIDERED AS INCLUDED WITHIN THIS CONTRACT.
- IF OFFSITE TURBIDITY BECOMES EXCESSIVE, CONTRACTOR IS RESPONSIBLE FOR INSTALLING FLOC BLOCS AS NEEDED.
- IN THE EVENT OF EXCESSIVE OFF-SITE TRACKING, THE CONTRACTOR WILL BE OBLIGATED TO INSTALL ADDITIONAL MEASURES.



NOTE: IN THE EVENT OF EXCESSIVE OFF-SITE TRACKING, THE CONTRACTOR WILL BE OBLIGATED TO INSTALL ADDITIONAL MEASURES

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE DETAIL

N.T.S.



SILT FENCE APPLICATIONS

N.T.S.

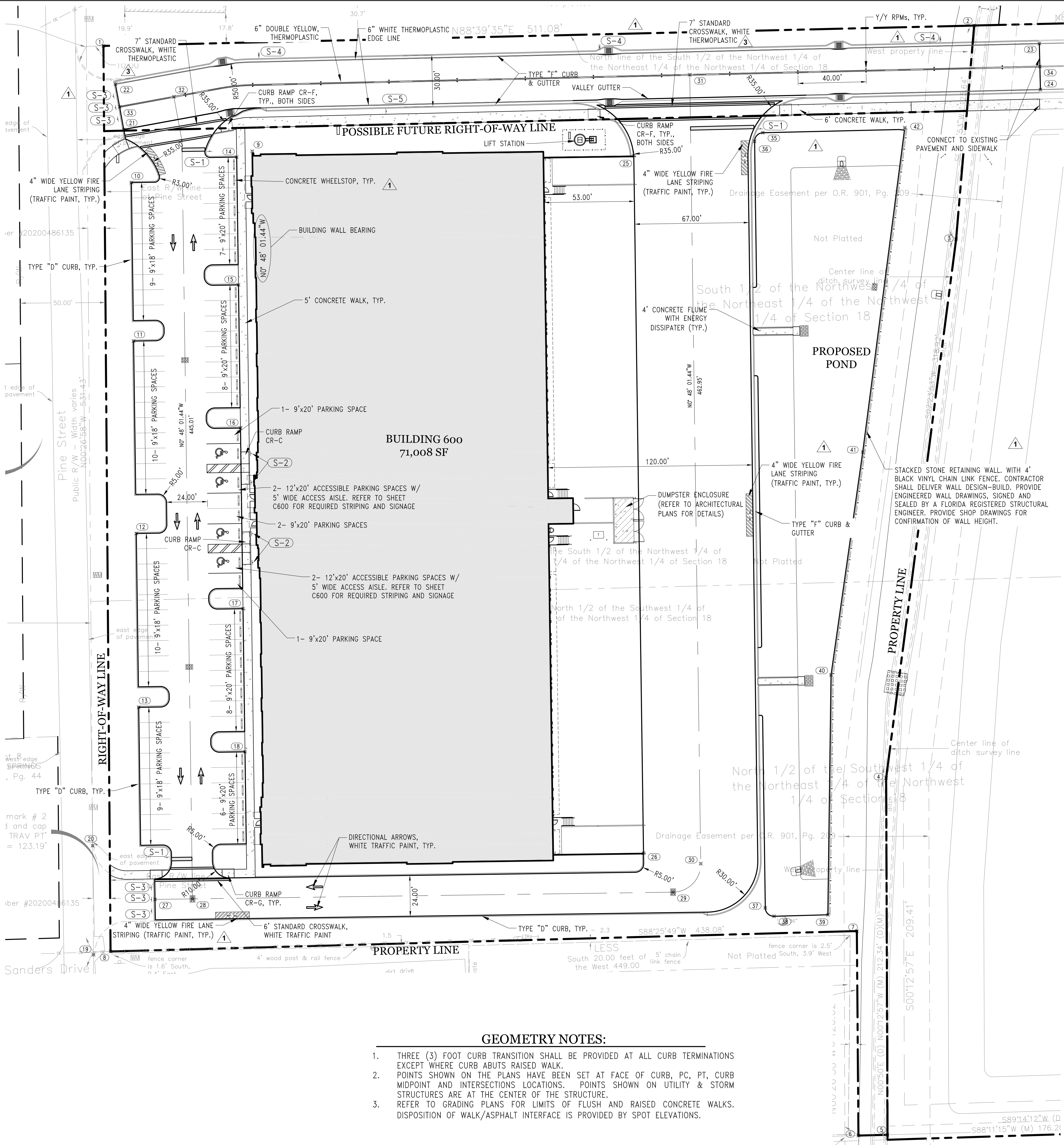
Selby G. Weeks 56991

429 BUSINESS CENTER
PHASE II WEST
701, 707, AND 711 PINE STREET, OCOEE, FL
EROSION CONTROL & DEMOLITION PLAN

revision	description	date
△	AGENCY COMMENTS	03.16.23
△	SJRWMD PAC	04.21.23
△	CITY COMMENTS	06.26.23
△	CITY COMMENTS	07.27.23

drawn by: JD
checked by: SGW
date: 08/05/2022
plot scale: AS SHOWN
project number: N/A
file name: C200-DEMO-WEST-21TSGD001.DWG

C200



GEOMETRY NOTES:

- THREE (3) FOOT CURB TRANSITION SHALL BE PROVIDED AT ALL CURB TERMINATIONS EXCEPT WHERE CURB ABUTS RAISED WALK.
- POINTS SHOWN ON THE PLANS HAVE BEEN SET AT FACE OF CURB, PC, PT, CURB MIDPOINT AND INTERSECTIONS LOCATIONS. POINTS SHOWN ON UTILITY & STORM STRUCTURES ARE AT THE CENTER OF THE STRUCTURE.
- REFER TO GRADING PLANS FOR LIMITS OF FLUSH AND RAISED CONCRETE WALKS. DISPOSITION OF WALK/ASPHALT INTERFACE IS PROVIDED BY SPOT ELEVATIONS.

SIGNAGE AND STRIPING LEGEND:

S-1

STOP

R1-1
"STOP" SIGN (30" HIGH INTENSITY GRADE SIGN). 24" WIDE STOP BAR (WHITE THERMOPLASTIC).

S-2

PARKING BY DISABLED PERMIT ONLY

\$250 FINE

HANDICAP PARKING SIGN. REFER TO SHEET C600 FOR DETAIL.

S-3

TYPE 4 OM4-3 ALL RED RETROREFLECTIVE OBJECT MARKER

S-4

R8-3A DOUBLE SIDED, NO PARKING SIGN IN R/W.

S-5

SPEED LIMIT 25

R2-1 25 MPH SPEED LIMIT SIGN.

COORDINATE POINT TABLE:

Point Table				
Point #	Description	Northing	Easting	
1	PL	1543881.5848	478108.2035	
2	PL	1543893.5259	478619.1419	
3	PL	1543768.3363	478608.5606	
4	PL	1543452.0710	478567.4965	
5	PL	1543242.6610	478568.2858	
6	PL	1543242.1937	478551.2324	
7	PL	1543362.2129	478550.2910	
8	PL	1543350.2126	478112.3716	
9	BLDG. CORNER	1543819.7829	478195.5095	
10	EOP	1543801.3962	478124.5927	
11	EOP	1543708.4053	478125.8919	
12	EOP	1543595.4921	478127.4693	
13	EOP	1543493.5021	478128.8942	
14	EOP	1543816.3368	478186.3900	
15	EOP	1543741.3441	478187.4377	
16	EOP	1543657.3523	478188.6111	
17	EOP	1543551.3626	478190.0919	
18	EOP	1543467.3708	478191.2653	
19	EOP	1543348.2983	478102.3864	
20	EOP	1543412.2974	478101.8843	
21	EOP	1543832.5700	478120.1258	
22	EOP	1543859.1250	478115.2440	
23	EOP	1543882.9580	478657.3769	
24	EOP	1543855.9654	478658.0086	
25	WALL	1543817.0989	478419.4021	
26	WALL	1543407.9468	478425.1182	
27	CL	1543380.7733	478138.4699	
28	CL	1543381.0806	478160.4677	
29	CL	1543385.0199	478442.4402	
30	CL	1543401.7488	478458.7081	
31	CL	1543864.6549	478452.2410	
32	CL	1543851.7026	478149.5340	
33	CL	1543845.8475	478117.8849	
34	CL	1543869.4617	478657.6928	
35	POND	1543830.6500	478495.1731	
36	POND	1543825.5815	478490.2906	
37	POND	1543375.8137	478496.5741	
38	POND	1543370.8854	478501.7105	
39	POND	1543371.7505	478533.2800	
40	POND	1543512.4494	478535.1456	
41	POND	1543643.2805	478553.7525	
42	POND	1543833.5967	478578.4069	

429 BUSINESS CENTER

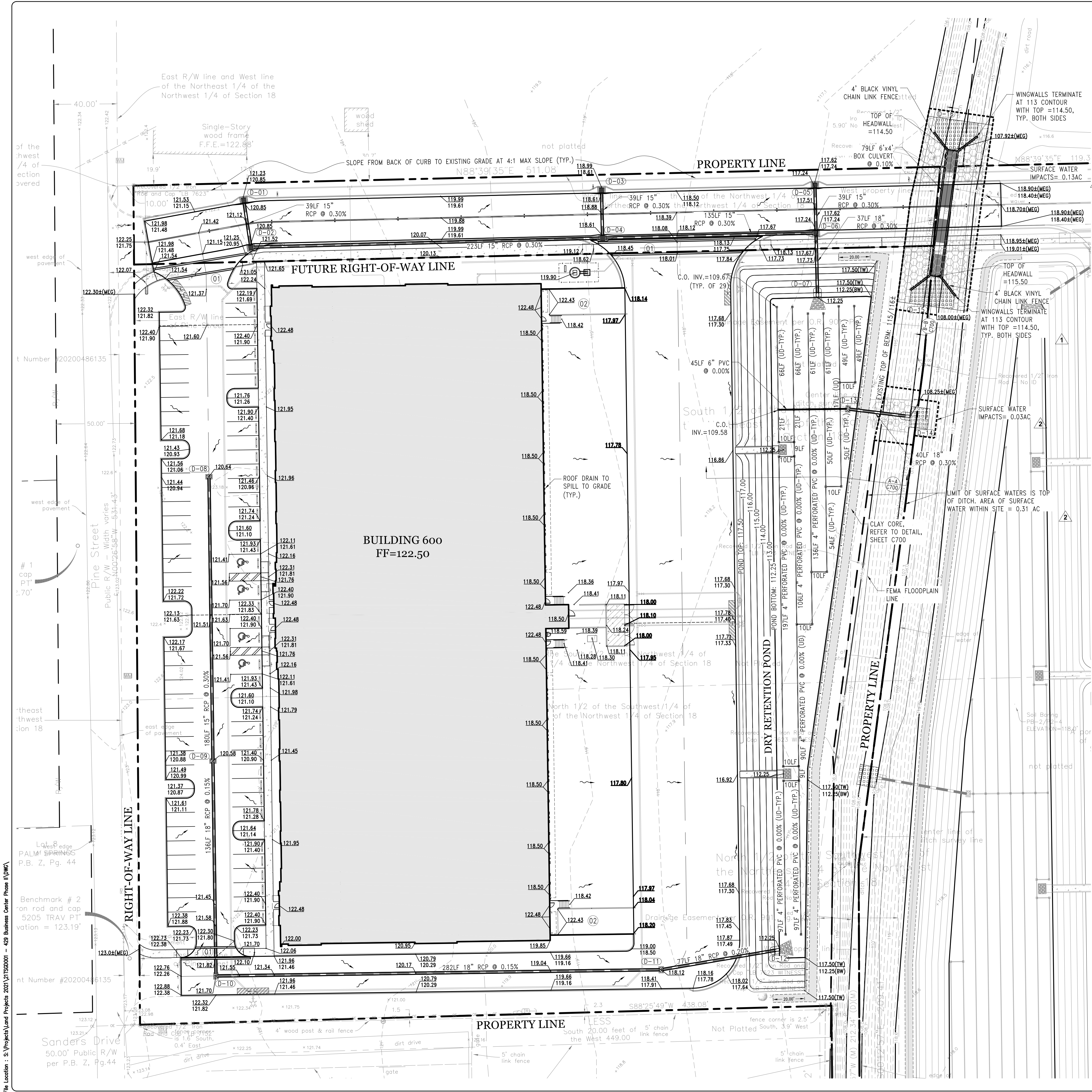
PHASE II WEST

701, 707, AND 711 PINE STREET, OCOEE, FL

GEOMETRY, STRIPING, & SIGNAGE PLAN

revision	description	date
△	AGENCY COMMENTS	03.16.23
△	SJRWMD PAC	04.21.23
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plot scale: AS SHOWN
project number: N/A
file name: C300-GEOM-WEST-21TSG0001.DWG



GRADING & DRAINAGE LEGEND:

- CONCRETE DUMPSTER PAD
- CONCRETE WALKS
- PROPOSED SPOT GRADE
- MATCH EXISTING GRADE
- EXISTING SPOT GRADE
- PROPOSED DRAINAGE FLOW
- GRADE BREAK LINE
- TOP OF WALL GRADE
- BOTTOM OF WALL GRADE
- EDGE OF PAVEMENT
- FLEXAMAT TIED CONCRETE MAT SYSTEM ON MIRAFI 160N NONWOVEN GEOTEXTILE PER FDOT INDEX No. 1999 (2007) TYPE O-E (OR EQUIVALENT)
- PERMANENT TURF REINFORCEMENT MAT (NORTH AMERICAN GREEN VMAX SC250 OF ACCEPTED EQUIVALENT). INSTALL PER MANUFACTURER SPECIFICATIONS AND TOE-IN ON ALL EDGES (1" MIN.)
- SURFACE WATER LIMITS ON-SITE
- SURFACE WATER IMPACTS

SURFACE WATER IMPACTS:

TOTAL SURFACE WATER IMPACTS: 0.16 AC

STORM STRUCTURE TABLE:

0-01	TYPE "V" INLET E/P= 120.85 S. INV.= 116.90	0-06	TYPE "V" INLET E/P= 117.24 N. INV.= 113.37 W. INV.= 113.49 S. INV.= 112.36	0-12	18" MITERED END SECTION INV.= 112.25
0-02	TYPE "V" INLET E/P= 120.85 N. INV.= 116.78 E. INV.= 115.54	0-07	18" MITERED END SECTION INV.= 112.25	0-13	TYPE "C" INLET CONTROL STRUCTURE (REFER TO C700 FOR DETAILS) TOP= 116.10 WEIR=114.11 W. INV.=109.58 E. INV.=108.37 BOTTOM=108.16
0-03	TYPE "V" INLET E/P= 118.61 S. INV.= 114.87	0-08	TYPE "C" INLET TOP= 120.64 S. INV.= 117.14	0-14	18" MITERED END SECTION INV.= 108.25
0-04	TYPE "V" INLET E/P= 118.61 N. INV.= 114.75 W. INV.= 114.87 E. INV.= 113.90	0-09	TYPE "C" INLET TOP= 120.58 N. INV.= 116.60 S. INV.= 116.35	0-15	6"x4" BOX CULVERT W/ WINGWALL FDOT INDEX 400-292 INV.= 108.00
0-05	TYPE "V" INLET E/P= 117.24 S. INV.= 113.49	0-10	TYPE "C" INLET W/ J BOTTOM TOP= 121.70 N. INV.= 116.15 E. INV.= 114.46	0-16	6"x4" BOX CULVERT W/ WINGWALL FDOT INDEX 400-292 INV.= 107.92
		0-11	TYPE "C" INLET W/ J BOTTOM TOP= 118.12 W. INV.= 114.04 NE. INV.= 112.40		

STORM KEYNOTES:

- CROSSWALK CROSS-SLOPE SHALL NOT EXCEED 2%
- REFER TO ARCHITECTURAL PLANS FOR RAMP DESIGN

GRADING AND DRAINAGE NOTES:

- CONTRACTOR SHALL VERIFY EXISTING TOPOGRAPHIC DATA, LOCATION OF EXISTING UTILITIES AND ALL OTHER SITE CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
- ALL GRADING AND SITE PREPARATION SHALL CONFORM TO SPECIFICATIONS CONTAINED IN THE PROJECT GEOTECHNICAL INVESTIGATION AND RECOMMENDATIONS, AND SPECIFICATION SECTIONS 31 10 00 AND 31 20 00.
- ALL GRADES SHOWN, WITH THE EXCEPTION OF THOSE INDICATED ON THE SURVEY BASE DRAWING, ARE FINISHED GRADES UNLESS INDICATED OTHERWISE.
- ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE GRADED TO ORIGINAL GROUND LINES AND FINISHED WITH SOD PER PROJECT SPECIFICATIONS UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL MAINTAIN ALL AREAS UNTIL FINAL ACCEPTANCE.
- STORMWATER COLLECTION SYSTEM TO BE PRIVATELY OWNED AND MAINTAINED.
- INLET AND MANHOLE ELEVATIONS ARE TOP OF RIM.
- ALL INLET AND MANHOLE TOPS SHALL BE TRAFFIC BEARING UNLESS OTHERWISE NOTED.
- SIDEWALKS AND CROSSWALKS:
 - CROSS-SLOPES SHALL NOT EXCEED 2.0%
 - LONGITUDINAL SLOPES SHALL NOT EXCEED 5.0% EXCEPT CURB RAMPS.
 - CURB RAMP LONGITUDINAL SLOPES SHALL NOT EXCEED 12:1
- ACCESSIBLE PARKING SPACES, ACCESS AISLES AND PASSENGER LOADING ZONES:
 - SLOPES SHALL NOT EXCEED 2.0% IN ANY DIRECTION.

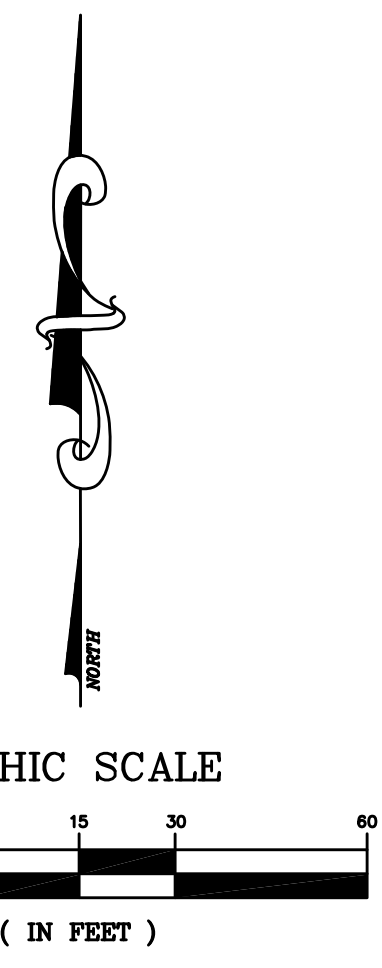
PROJECT BENCHMARK:

SOURCE: BOUNDARY AND TOPOGRAPHIC SURVEY OF 701, 707 AND 711 PINE STREET, OCOEE, FLORIDA, SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, DATED JANUARY 5, 2022. SURVEYOR: BILLY JOE JENKINS JR., PSM.

THE ELEVATIONS SHOWN HEREON ARE BASED ON ORANGE COUNTY VERTICAL CONTROL NETWORK. SPECIFICALLY, BENCHMARK NUMBER C1051016. PUBLISHED ELEVATION IS 122.74 FEET, RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

FLOOD INSURANCE RATE MAP:

SUBJECT PROPERTY LIES WITHIN ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOODPLAIN, AND ZONE AE, AND AREA WHERE BASE FLOOD ELEVATIONS ARE DETERMINED (114') ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 12095C0210H, DATED SEPTEMBER 24, 2021.



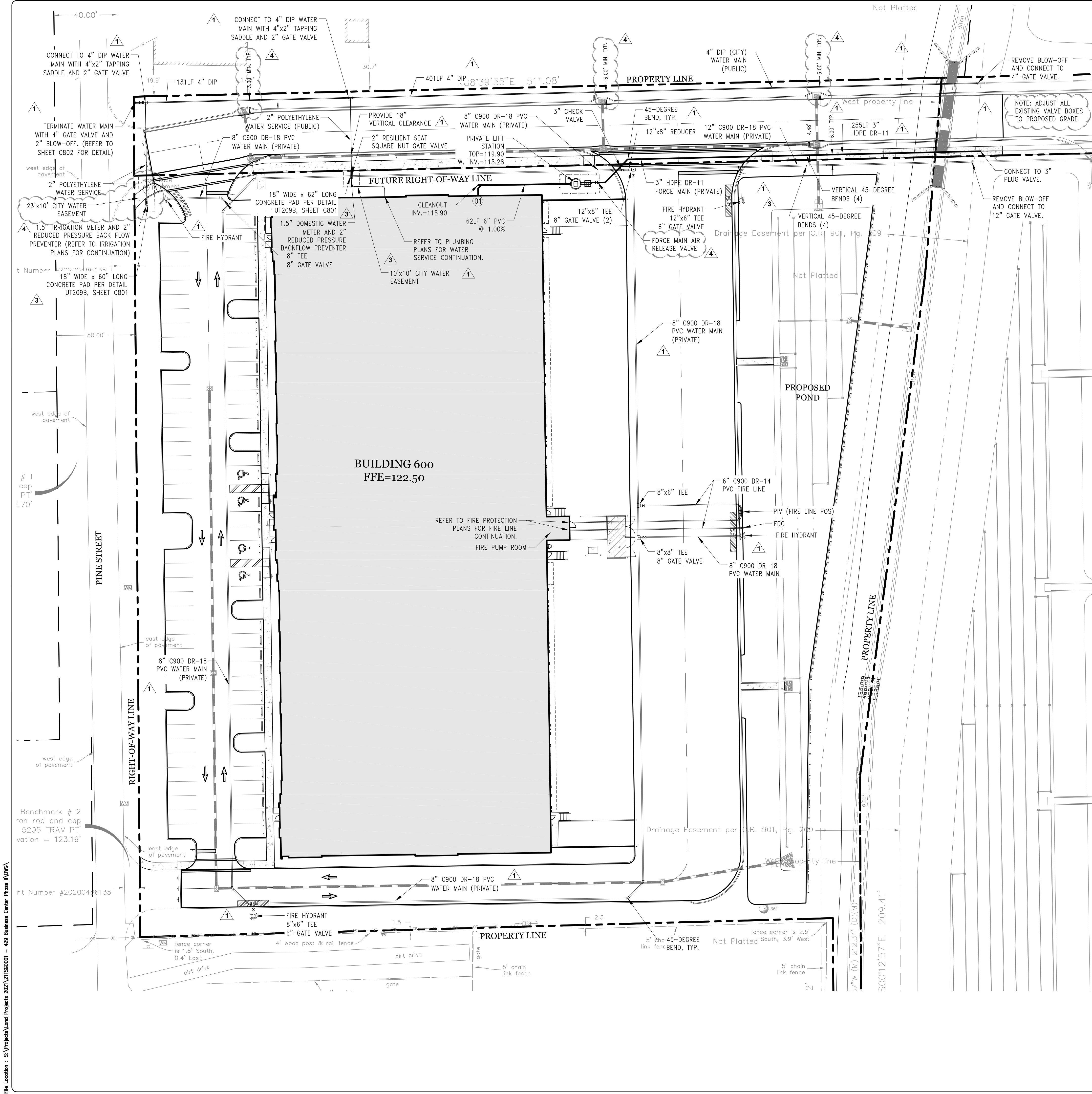
385 Douglas Avenue, Ste 2100
Altamonte Springs, FL 32714
Telephone 407.478.8750
Facsimile 407.478.8749

Selby G. Weeks 56991

429 BUSINESS CENTER
PHASE II WEST
701, 707, AND 711 PINE STREET, OCOEE, FL
GRADING & DRAINAGE PLAN

revision	description	date
△	AGENCY COMMENTS	03.16.23
△	SJRWMD PAC	04.21.23
△	CITY COMMENTS	06.26.23
△	CITY COMMENTS	07.27.23

drawn by: JD
checked by: SGW
date: 08/05/2022
plot scale: AS SHOWN
project number: N/A
file name: C400-GRAD-WEST-21TSGD001.dwg



NFPA FIRE FLOW CALCULATIONS:

BASIS: NFPA 1, 2018, CHAPTER 18
CONSTRUCTION TYPE: TYPE II-B (FL. BLDG. CODE)
FIRE AREA: 70,014 SF
MIN. REQUIRED FIRE FLOW: 5,500 GPM
SPRINKLER CREDIT: YES
THEREFORE MIN. REQUIRED FIRE FLOW = 1,375 GPM
TOTAL HYDRANTS REQUIRED: 1 (WITHIN 250 FT OF BUILDING)
PROPOSED HYDRANTS: 4 WITHIN 250 FT OF BUILDING

UTILITY NOTES:

- ALL WATER & WASTEWATER MAIN MATERIALS AND APPURTENANCES SHALL CONFORM TO AND SHALL BE INSTALLED, TESTED AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF OCOEE UTILITIES AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.
A. WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE (3) FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER, REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
B. WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN (10) FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
C. WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN (10) FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE (3) FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX (6) INCHES ABOVE THE TOP OF THE SEWER.
D. WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN (10) FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM.
VERTICAL SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER PIPELINES.
A. WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST TWELVE (12) INCHES ABOVE THE OUTSIDE OF THE OTHER PIPELINE.
B. WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST TWELVE (12) INCHES ABOVE THE OUTSIDE OF THE OTHER PIPELINE.
C. AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE (3) FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER AND AT LEAST SIX (6) FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C.
- ALL ON-SITE UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED.
- CONTRACTOR SHALL NOTIFY THE CITY OF OCOEE UTILITIES DEPARTMENT 48 BUSINESS HOURS PRIOR TO ANY UTILITIES CONSTRUCTION.
- ALL UNDERGROUND FIRE MAINS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 24, 2007 EDITION, "STANDARD FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES [F.A.C. 69A-60.005 (2)].
- TAPS FOR FIRE, WATER, AND IRRIGATION LINES MUST BE AT LEAST SIX (6) FEET APART.
- ALL IMPROVEMENTS TO BE DEDICATED AND/OR MAINTAINED BY THE CITY SHALL BE IN CONFORMANCE WITH THE CURRENT CITY OF OCOEE ENGINEERING MANUAL AND DETAILS. FINAL PLAN APPROVAL DOES NOT PROVIDE EXEMPTION TO THESE REQUIREMENTS.
- ANY DEVIATION FROM THE CITY OF OCOEE ENGINEERING STANDARDS AND DETAILS MUST BE APPROVED IN WRITING PRIOR TO CONSTRUCTION.
- THIS PROJECT, INCLUDING BOTH HORIZONTAL AND VERTICAL CONSTRUCTION, SHALL INCORPORATE WATERSENSE PLUMBING FIXTURES AND ENERGY STAR APPLIANCES
- THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE AND FDEP STANDARDS

KEYNOTES:

- ① CONNECT TO SANITARY SERVICE LINE AT INVERT 116.00 WITH 6" PVC. EXTEND TO 6" SANITARY LINE AT 1.00% MIN. REFER TO PLUMBING PLANS FOR SANITARY SERVICE CONTINUATION.

Selby G. Weeks 56991

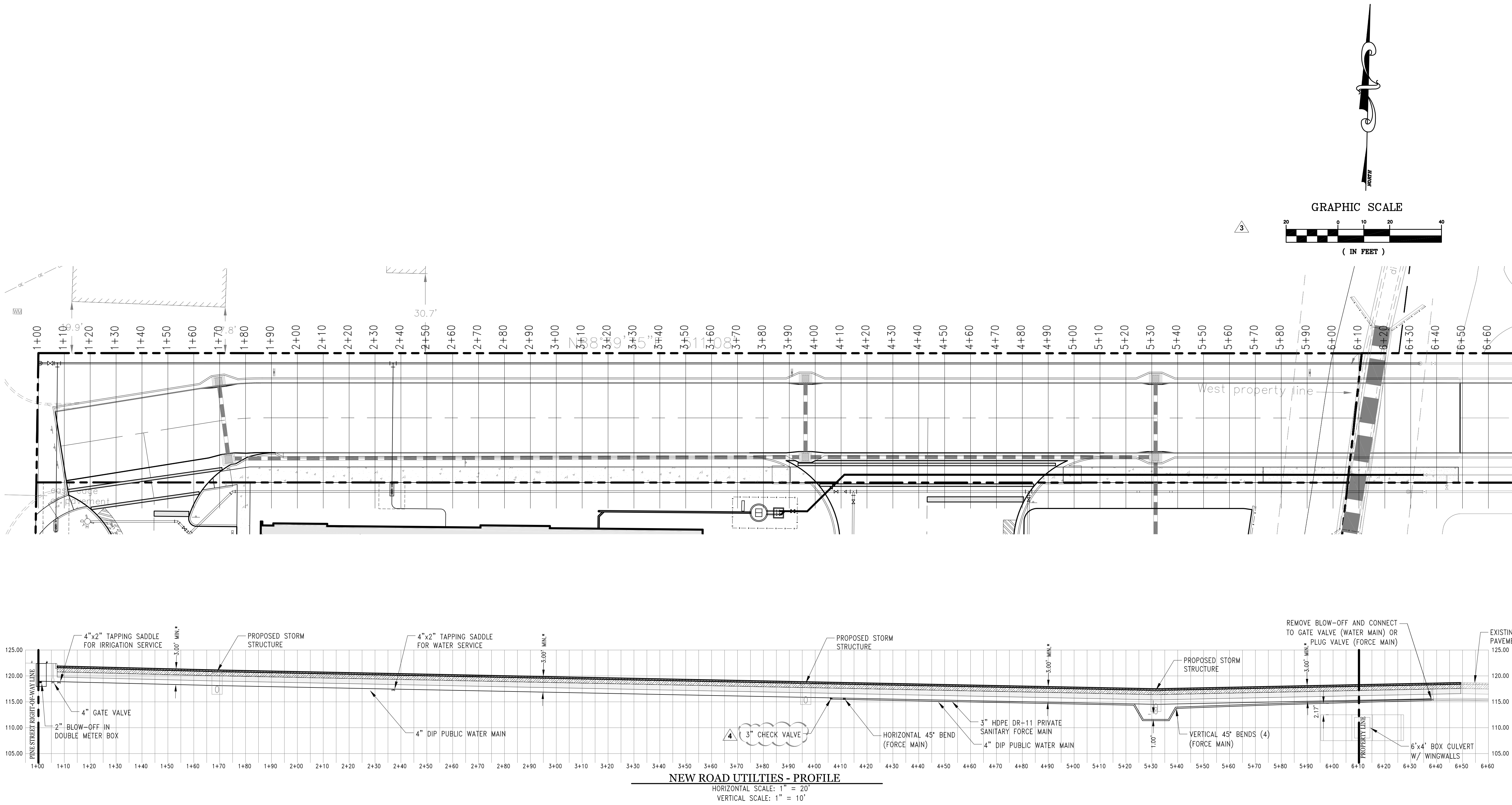
429 BUSINESS CENTER
PHASE II WEST
701, 707, AND 711 PINE STREET, OCOEE, FL
UTILITY PLAN

revision	description	date
△	AGENCY COMMENTS	03.16.23
△	SJRWMD PAC	04.21.23
△	CITY COMMENTS	06.26.23
△	CITY COMMENTS	07.27.23
△		
△		

drawn by: JD
checked by: SGW
date: 08/05/2022
plot scale: AS SHOWN
project number: N/A
file name: C500-UTIL-WEST-21TSGD001.DWG

File Location : S:\Projects\Land Projects 2021\21TSG0001 - 429 Business Center Phase II\DWG\

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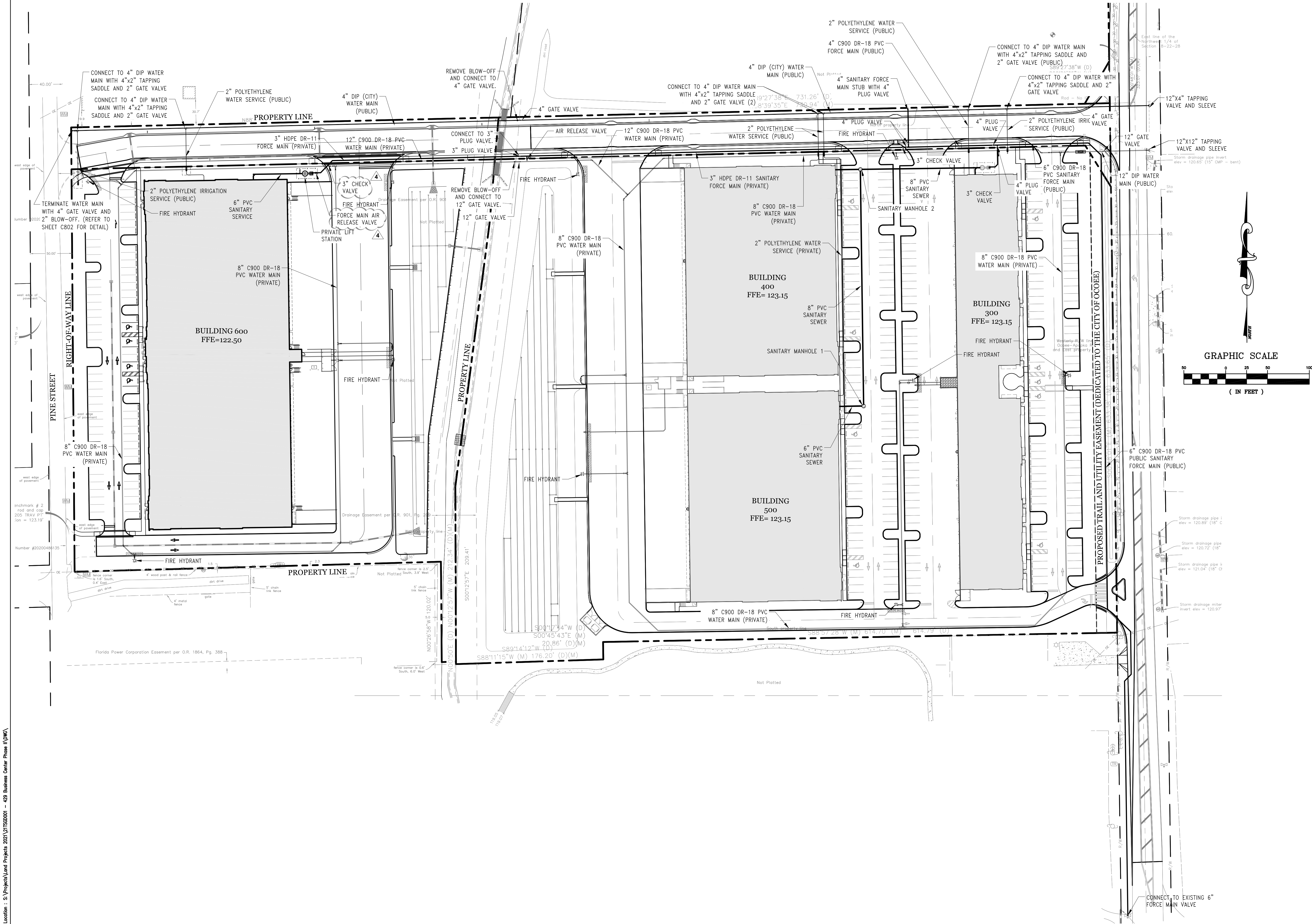


* NOTE: THE PROFILE SHOWS THE UTILITIES OVERLAID IN PROFILE WITH THE CENTERLINE OF THE PROPOSED ROADWAY. THE 3' MINIMUM COVER REQUIREMENT IS FROM FINISHED GRADE AT EACH UTILITY, NOT FROM THE CENTERLINE OF THE ROAD GRADE.

429 BUSINESS CENTER
PHASE II WEST
701, 707, AND 711 PINE STREET, OCOEE, FL
UTILITY PLAN AND PROFILE

revision	description	date
△	AGENCY COMMENTS	03.16.23
△	SJRWMD PAC	04.21.23
△	CITY COMMENTS	06.26.23
△	CITY COMMENTS	07.27.23

drawn by: JD
checked by: SGW
date: 08/05/2022
plot scale: AS SHOWN
project number: N/A
file name: C:\500-UTIL-WEST-21TSGD001.DWG



Selby G. Weeks 56991

429 BUSINESS CENTER
PHASE II WEST
701, 707, AND 711 PINE STREET, OCOEE, FL
MASTER UTILITY PLAN

revision	description	date
△	AGENCY COMMENTS	03.16.23
△	SJRWMD PAC	04.21.23
△	CITY COMMENTS	06.26.23
△	CITY COMMENTS	07.27.23

drawn by: JD
checked by: SGW
date: 08/05/2022
plot scale: AS SHOWN
project number: N/A
file name: C500-UTIL-WEST-21TSG0001.DWG

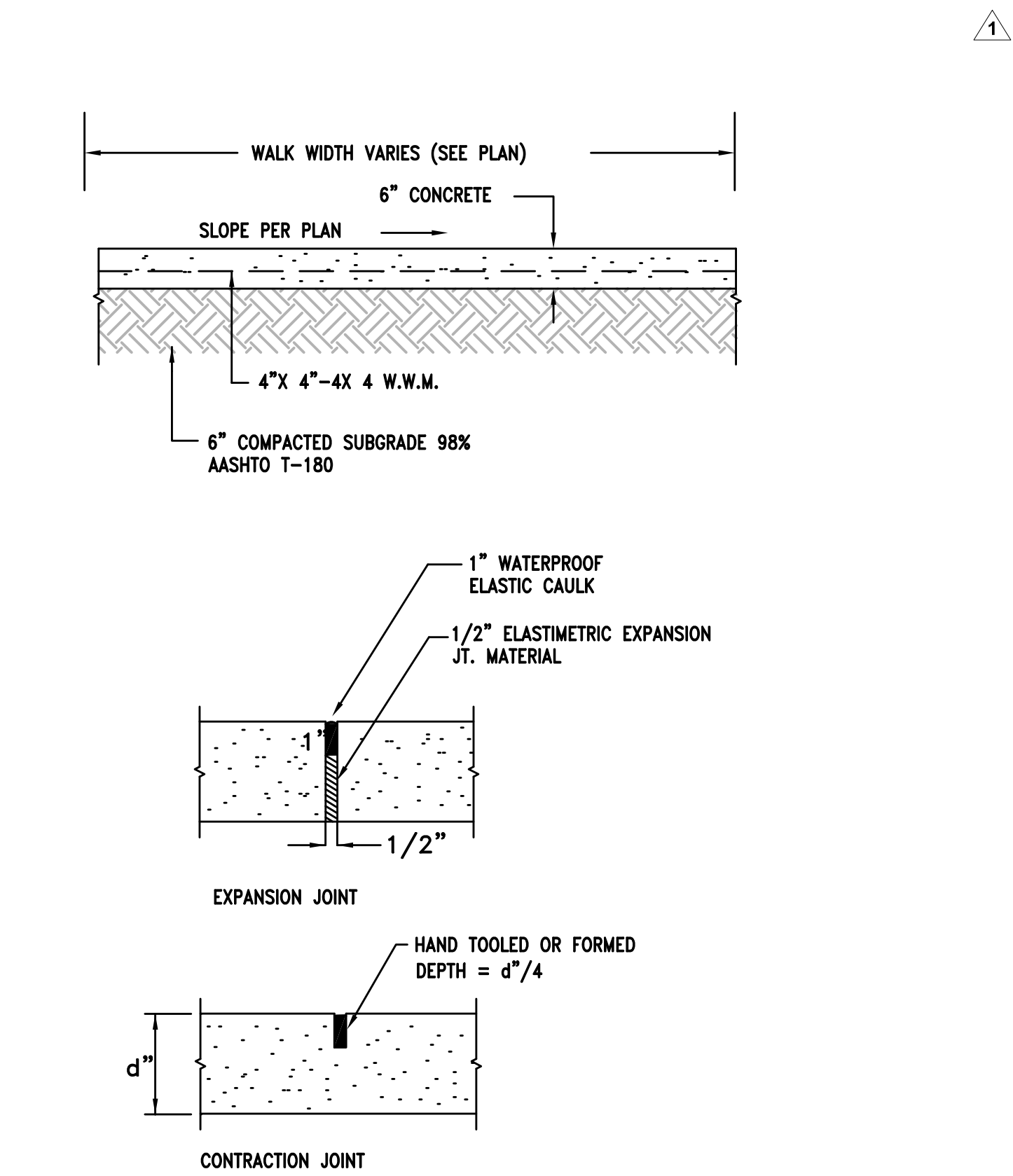
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C502

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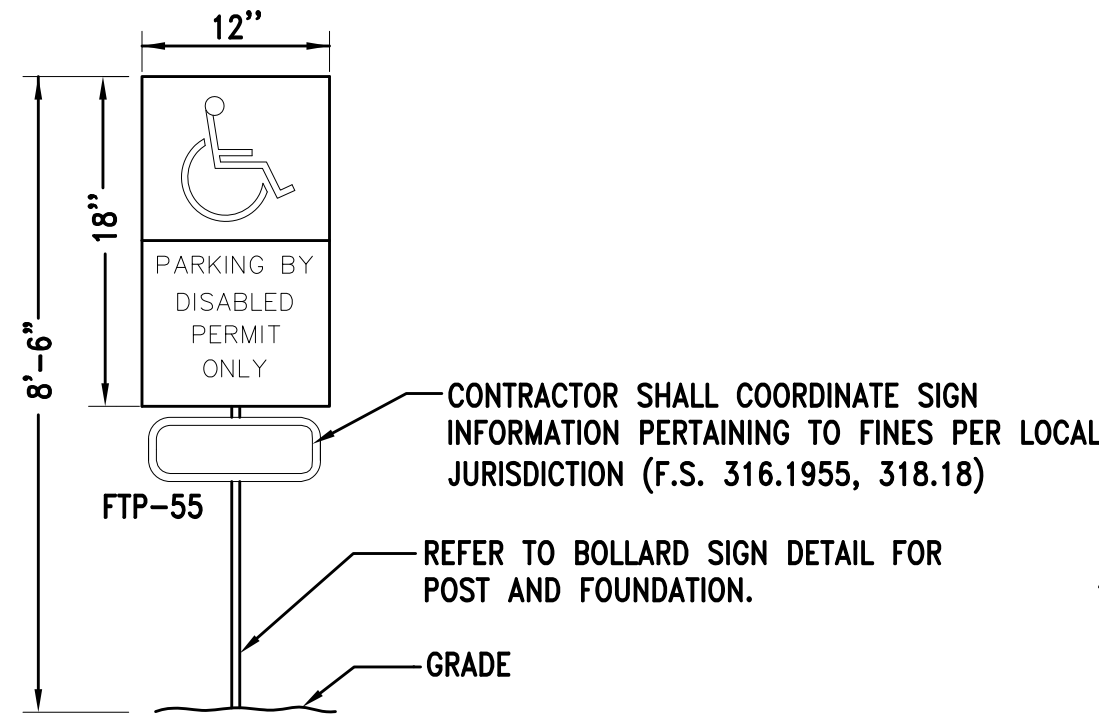
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- NOTES:
1. SIDEWALK W/LIGHT BROOM FINISH & TROWELED EDGE.
 2. FOR APPLICATIONS WHERE SIDEWALKS ARE ADJACENT TO GRASSED AREAS, THE GRASS AREA SHALL NOT EXCEED A 3% SLOPE FOR A MINIMUM OF 5 FEET.
 3. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3000 PSI CONCRETE AT 28 DAYS
 4. ALL CONCRETE SIDEWALKS SHALL HAVE A FULL 1/2" EXPANSION JOINT AT A MAXIMUM DISTANCE OF 40 LINEAR FEET AND A SAW CUT OR FORMED DUMMY CONTRACTION JOINT AT EVENLY SPACED INTERVALS NOT TO EXCEED WIDTH OF THE WALK OR 8 LINEAR FEET WHICH EVER IS THE SMALLEST.
 5. AN 1/4" CONSTRUCTION JOINT SHALL BE CONSTRUCTED AT ALL P.C. AND P.T. OF CURVES AND WHERE EXISTING AND NEW SIDEWALKS MEET.

6" CONCRETE WALK DETAILS

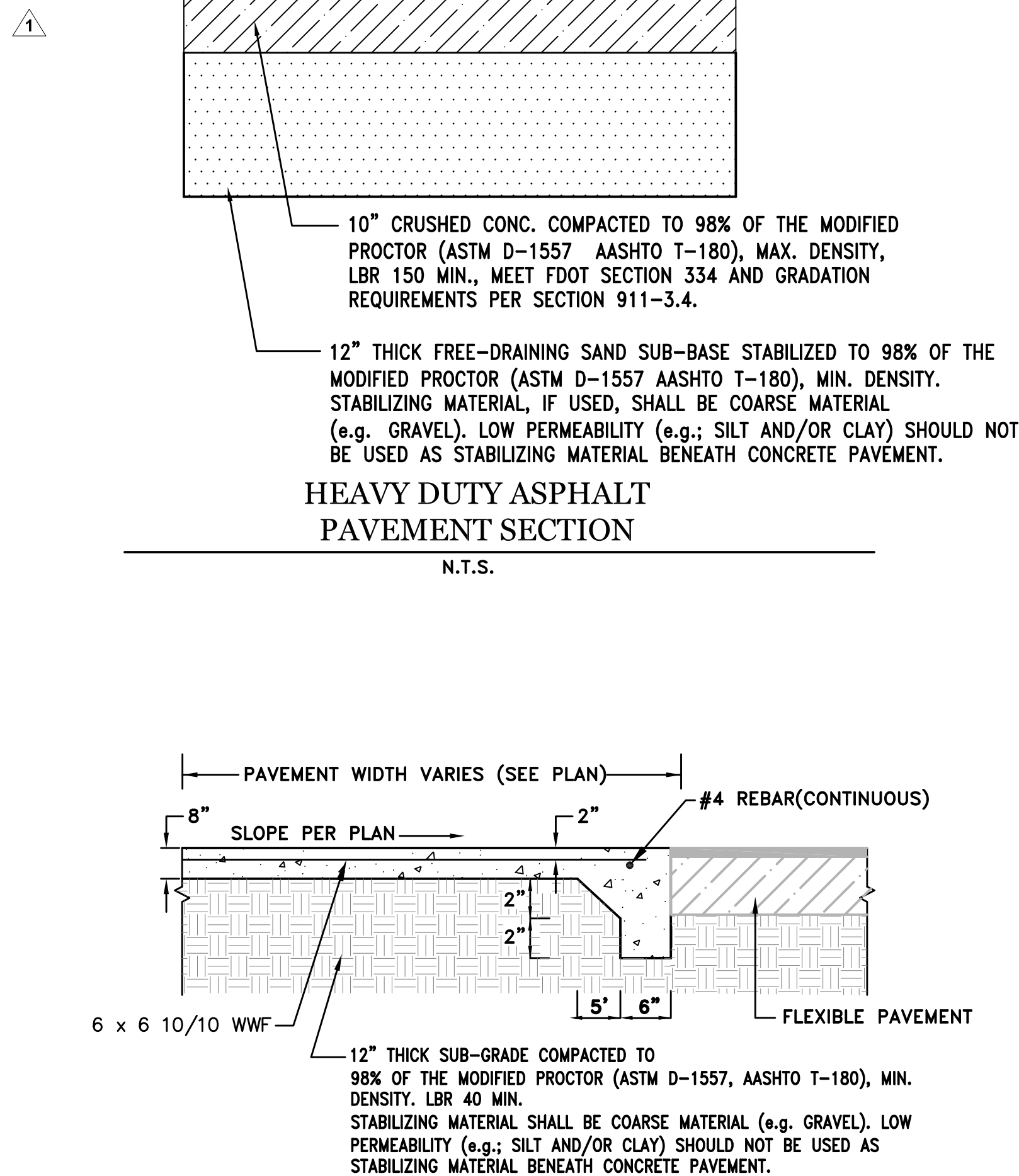
N.T.S.



HANDICAP PARKING SIGN - DETAIL

N.T.S

- NOTES
1. TOP PORTION OF FTP 25 & 26 SHALL HAVE A REFLECTIVE SYMBOL AND BORDER.
 2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
 3. FTP 25 & 26 MAY BE FABRICATED ON ONE PANEL OR TWO.
 4. FTP 25 MAY BE SUBSTITUTED FOR THE FTP 26 IN AREAS WHERE SPACE IS LIMITED.
 5. SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT. (7'-6" FROM PAVEMENT TO BOTTOM OF SIGN).



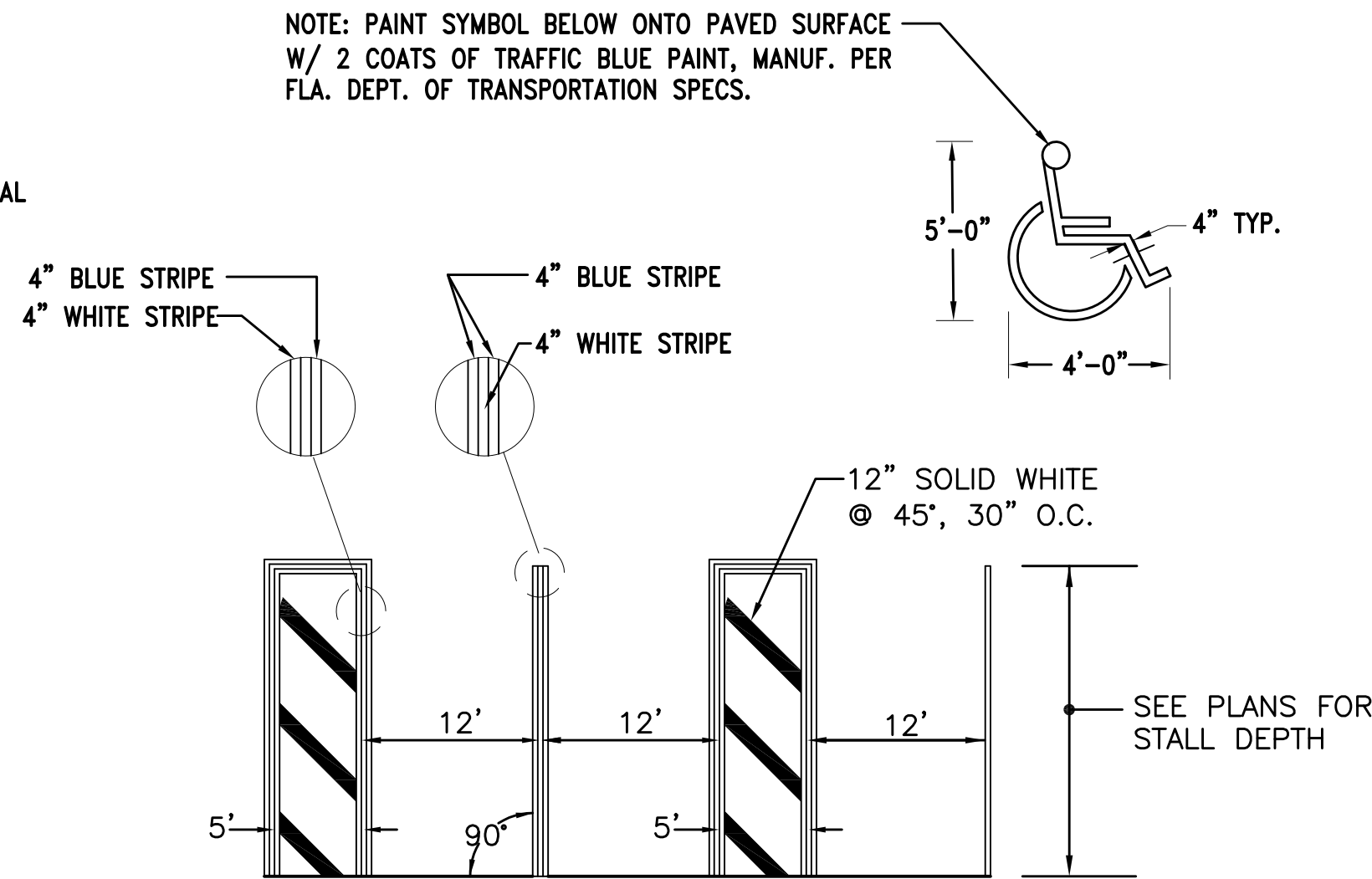
- NOTES:
1. ALL CONCRETE PAVEMENT SHALL HAVE A FULL 1/2" ISOLATION JOINT WHERE IT ABUTS EXISTING CONCRETE PAVEMENT AND OTHER RIGID STRUCTURES, SUCH AS BUILDING FOUNDATIONS AND WALLS. PROVIDE 2" SAW CUT OR DUMMY CONTRACTION JOINT AT EVENLY SPACED INTERVALS NOT TO EXCEED 20 FEET.
 2. PORTLAND CEMENT CONCRETE PAVEMENT TO BE 4,000-PSI COMPRESSIVE STRENGTH, MIN.

NOTES:

PROVIDE 18" OF CLEAN, FREE DRAINING SAND SUBGRADE BENEATH CONCRETE PAVEMENT. COMPACT BOTTOM 6" TO 98% OF THE MODIFIED PROCTOR (ASTM D-1557, AASHTO T-180).

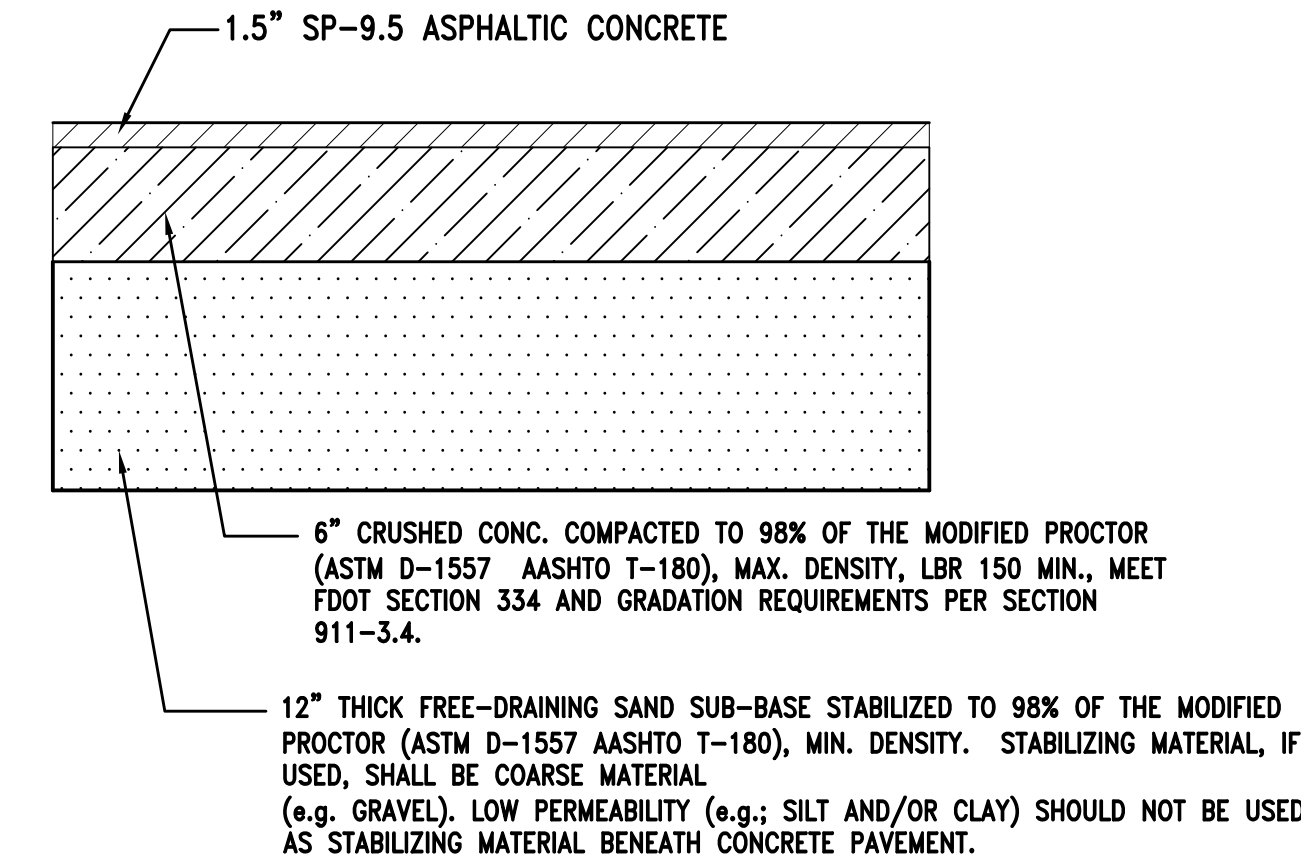
CONCRETE PAVEMENT DETAIL

N.T.S.



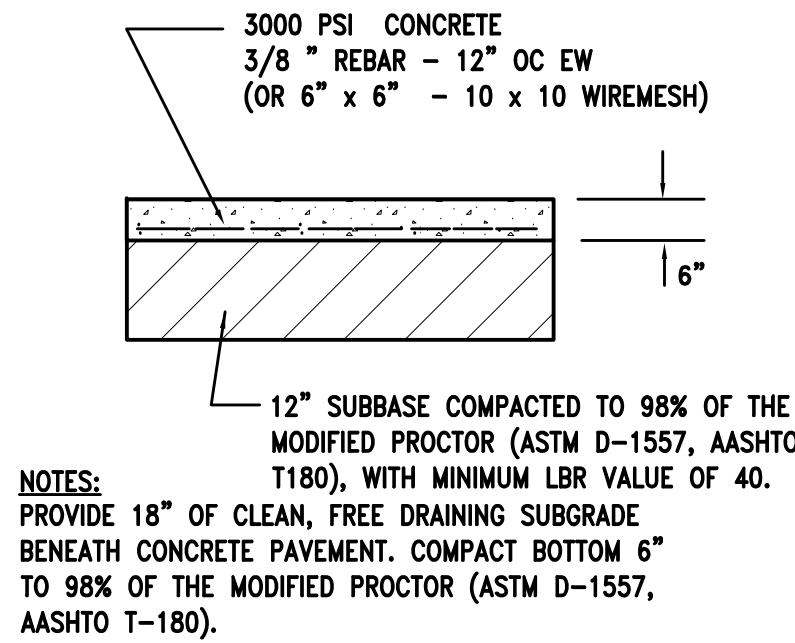
HANDICAP DETAILS

N.T.S



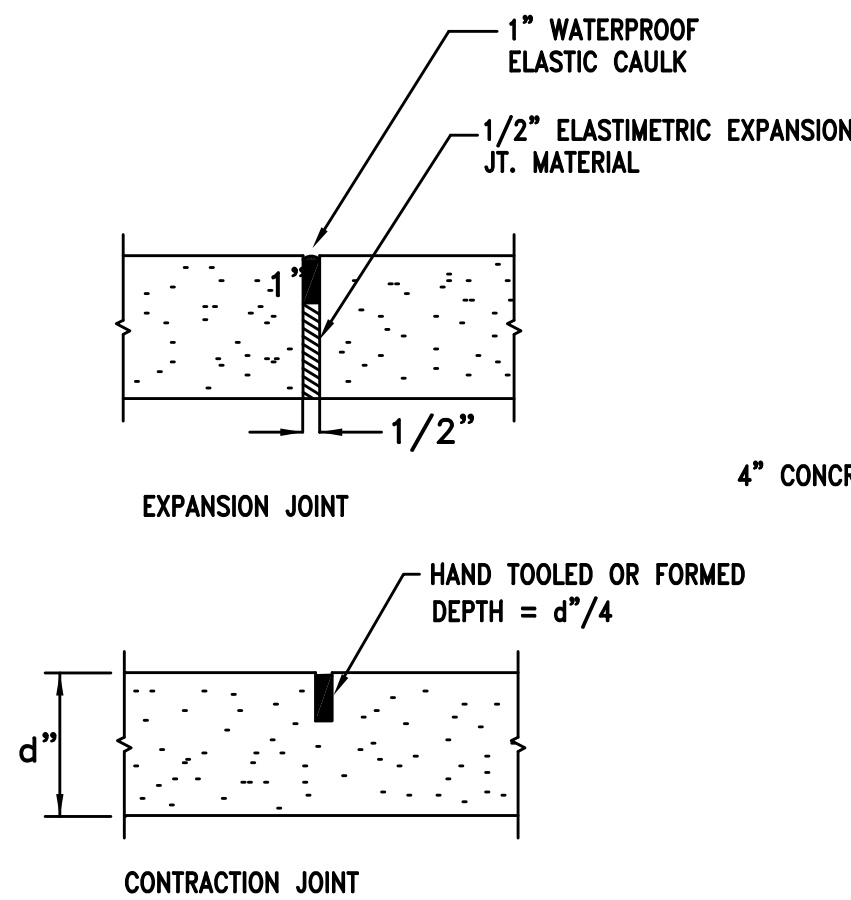
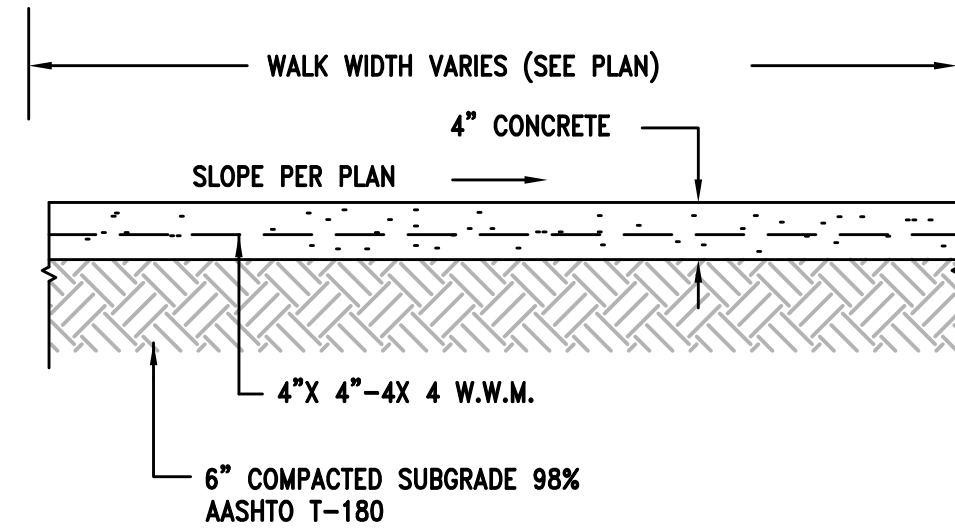
LIGHT DUTY ASPHALT PAVEMENT SECTION

N.T.S.



DUMPSTER PAD SECTION

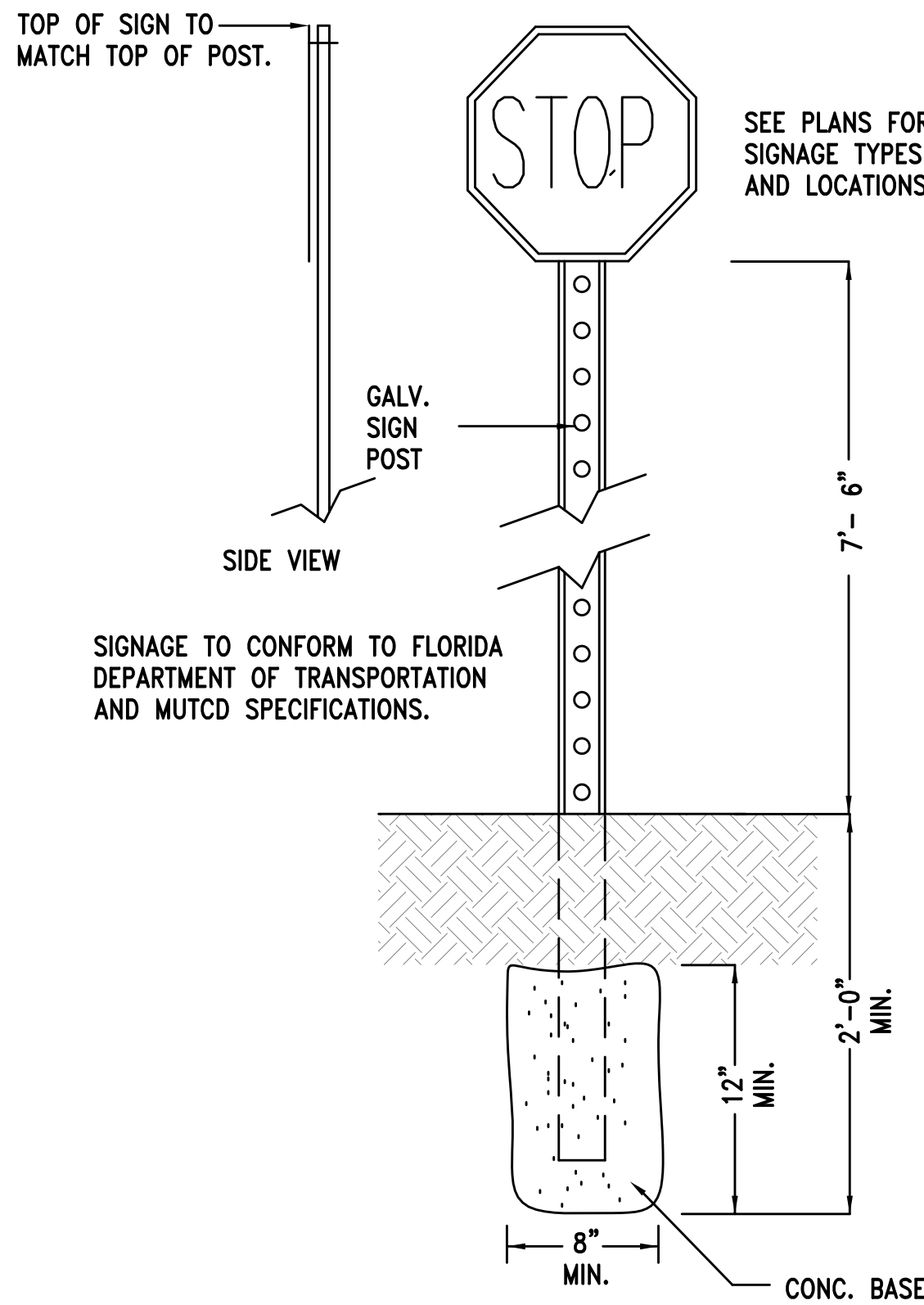
N.T.S.



- NOTES:
1. SIDEWALK W/LIGHT BROOM FINISH & TROWELED EDGE.
 2. FOR APPLICATIONS WHERE SIDEWALKS ARE ADJACENT TO GRASSED AREAS, THE GRASS AREA SHALL NOT EXCEED A 3% SLOPE FOR A MINIMUM OF 5 FEET.
 3. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3000 PSI CONCRETE AT 28 DAYS
 4. ALL CONCRETE SIDEWALKS SHALL HAVE A FULL 1/2" EXPANSION JOINT AT A MAXIMUM DISTANCE OF 40 LINEAR FEET AND A SAW CUT OR FORMED DUMMY CONTRACTION JOINT AT EVENLY SPACED INTERVALS NOT TO EXCEED WIDTH OF THE WALK OR 8 LINEAR FEET WHICH EVER IS THE SMALLEST.
 5. AN 1/4" CONSTRUCTION JOINT SHALL BE CONSTRUCTED AT ALL P.C. AND P.T. OF CURVES AND WHERE EXISTING AND NEW SIDEWALKS MEET.

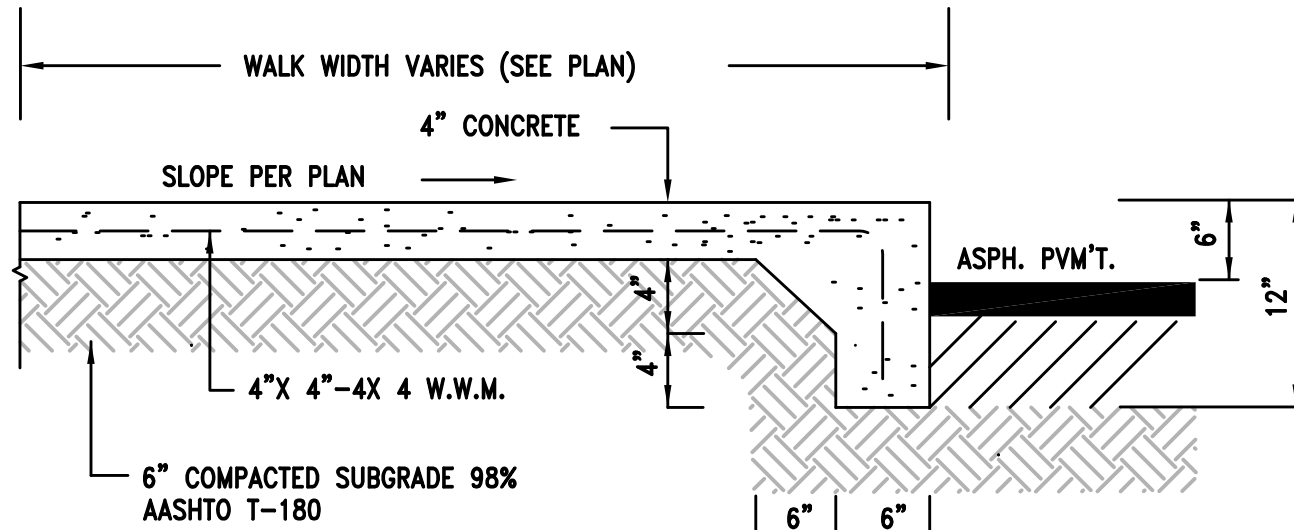
4" CONCRETE WALK DETAILS

N.T.S.

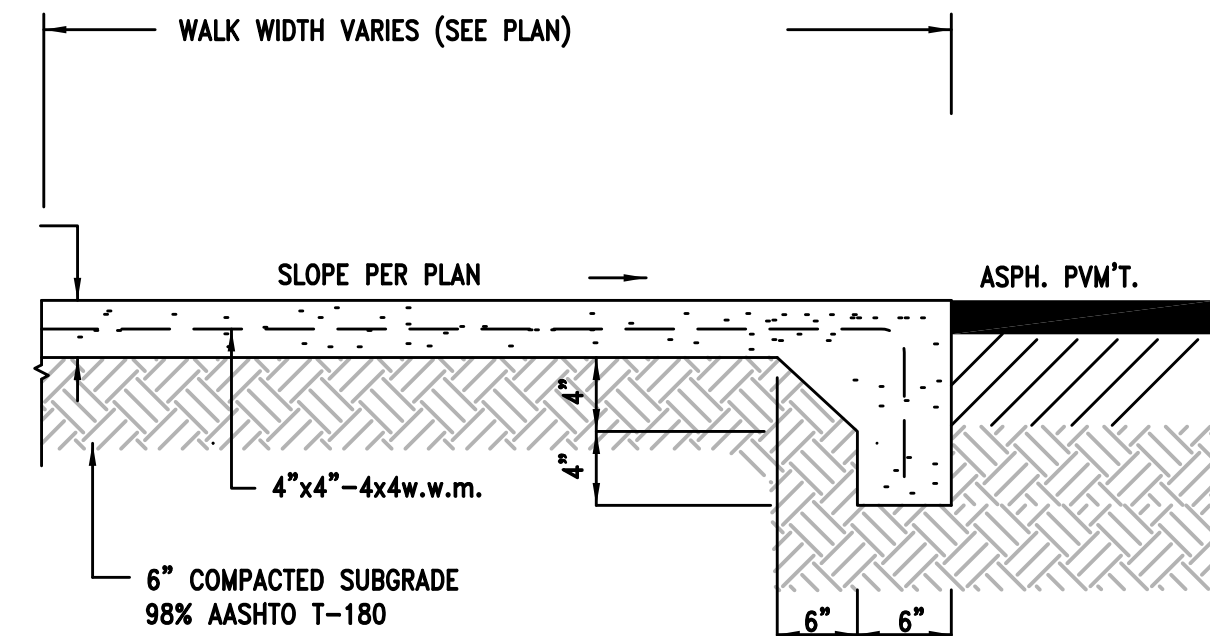


TYPICAL SIGN

N.T.S.



TYPICAL THICKENED EDGE RAISED CONCRETE WALK ADJACENT TO PAVEMENT



TYPICAL THICKENED EDGE FLUSH CONCRETE WALK ADJACENT TO PAVEMENT

429 BUSINESS CENTER

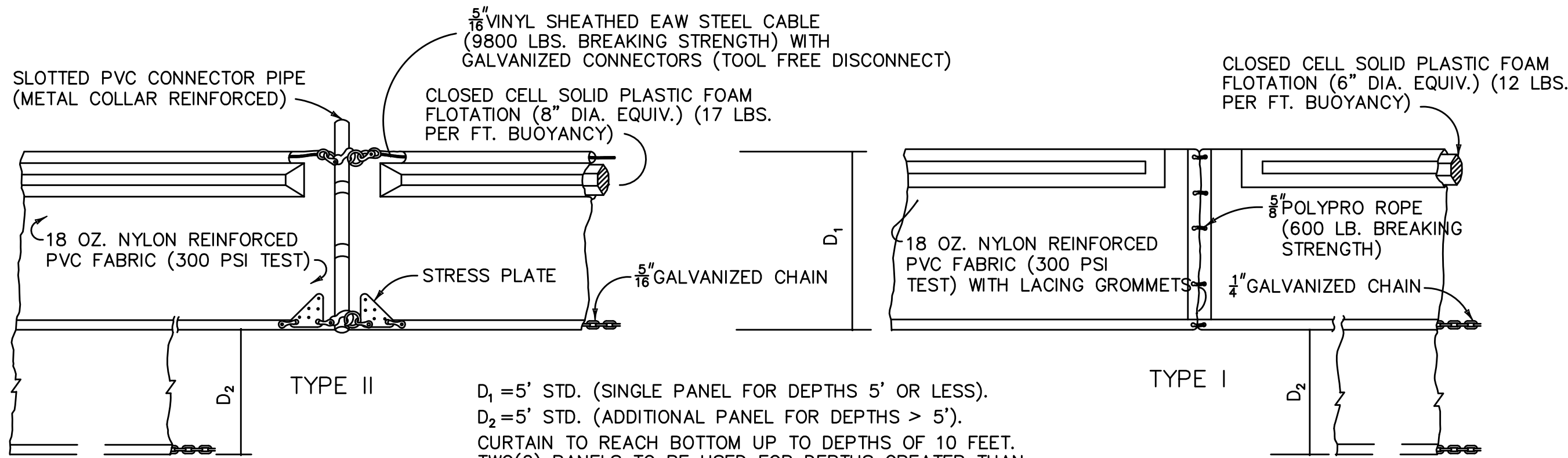
PHASE II WEST

701, 707, AND 711 PINE STREET, OCOEE, FL

SITE DETAILS

revision	description	date
△	AGENCY COMMENTS	03.16.23
△	SJRWMD PAC	04.21.23
△	CITY COMMENTS	06.26.23
△	CITY COMMENTS	07.27.23

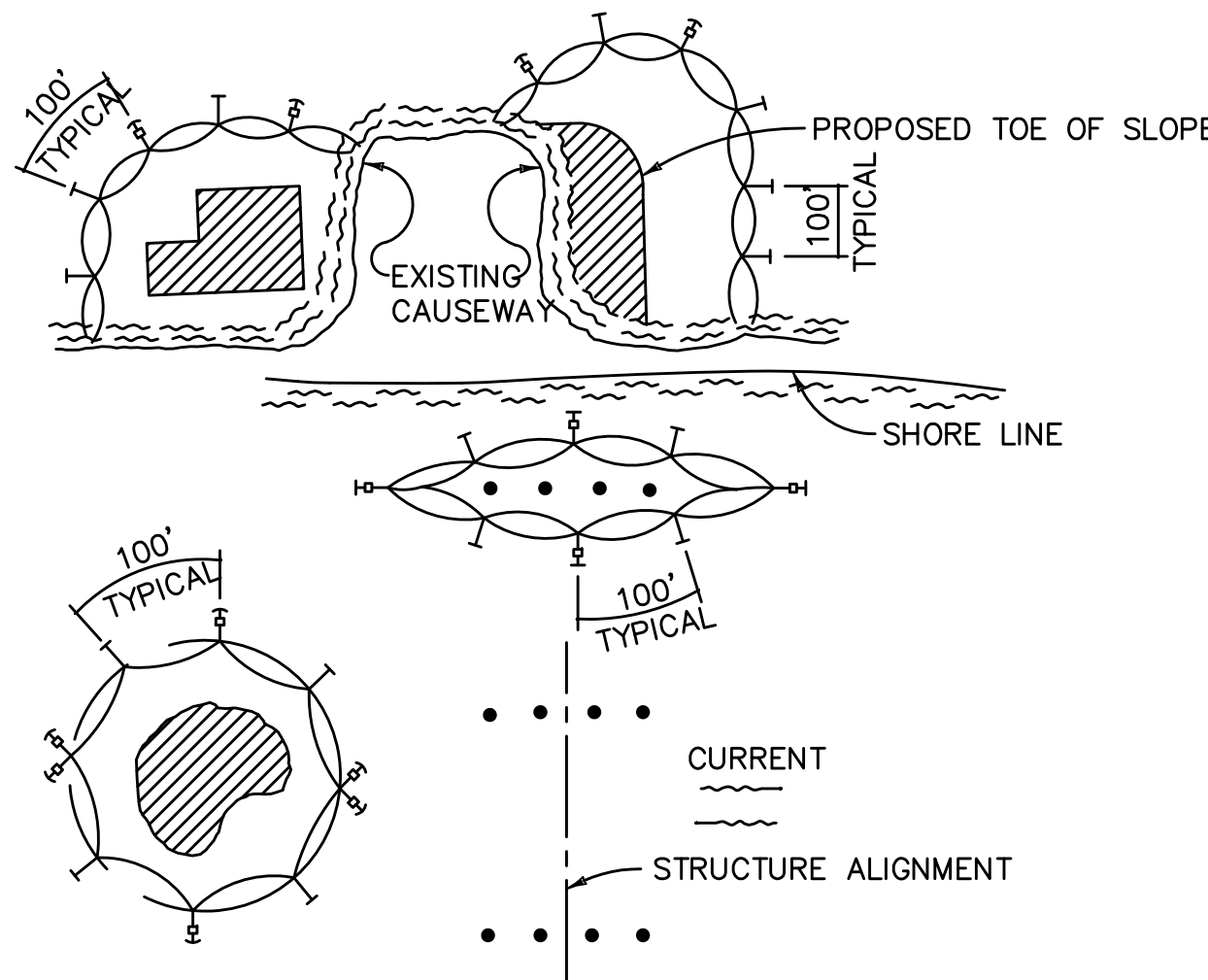
drawn by:	JD
checked by:	SGW
date:	08/05/2022
plot scale:	AS SHOWN
project number:	N/A
file name:	C600-DTLS-WEST-21TSGD001.DWG



D₁ = 5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS).
D₂ = 5' STD. (ADDITIONAL PANEL FOR DEPTHS > 5').
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET.
TWO(2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

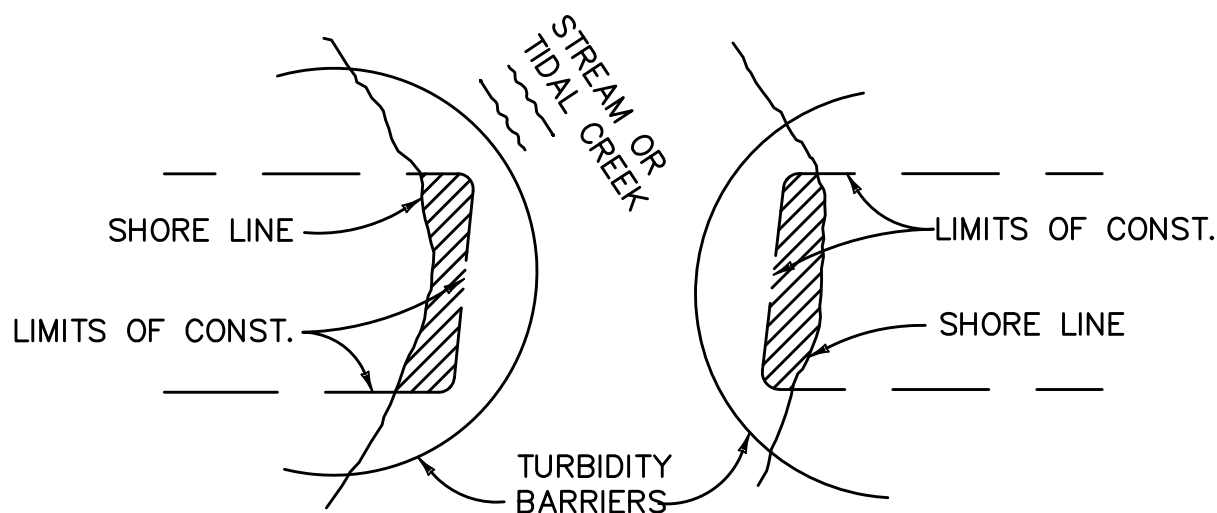
NOTICE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

FLOATING TURBIDITY BARRIERS

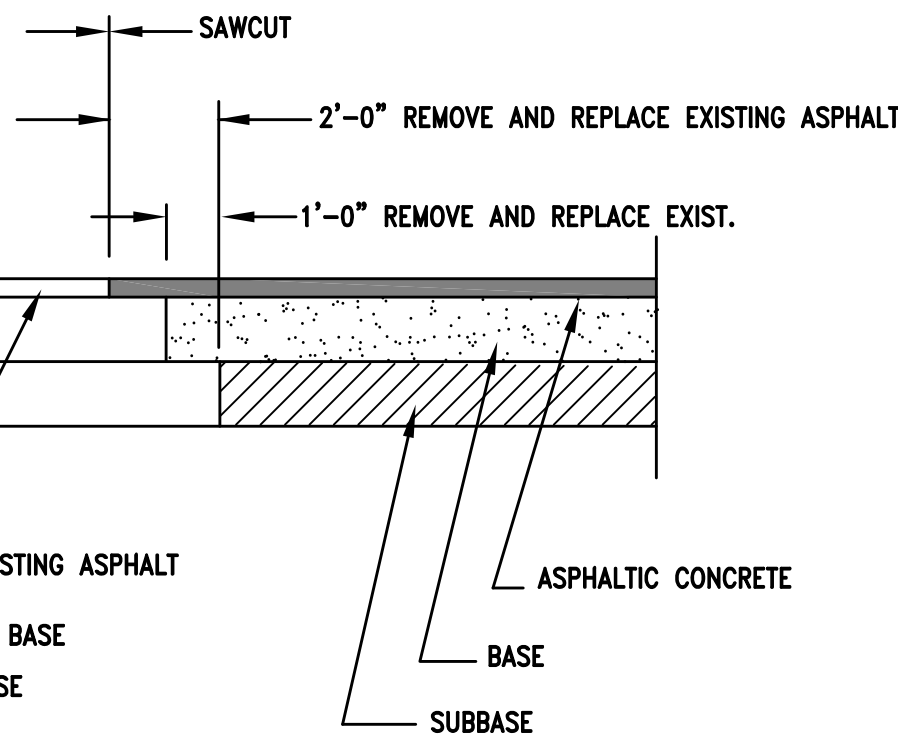


LEGEND

- PILE LOCATIONS
- ▨ DREDGE OR FILL AREA
- ⊕ MOORING BUOY W/ANCHOR
- ANCHOR
- BARRIER MOVEMENT DUE TO CURRENT ACTION

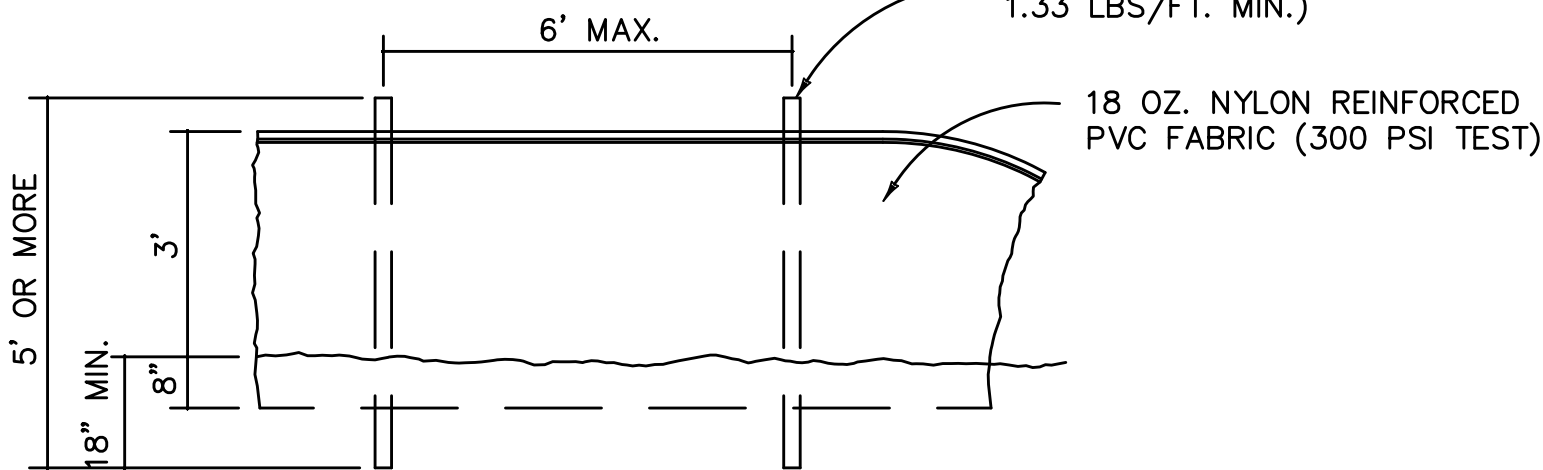


NOTE: TURBIDITY BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING, OR STAKED TYPES OR ANY COMBINATIONS OF TYPES THAT WILL SUIT SITE CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPE(S) WILL BE AT THE CONTRACTORS OPTION UNLESS OTHERWISE SPECIFIED IN THE PLANS. POSTS IN STAKED TURBIDITY BARRIERS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

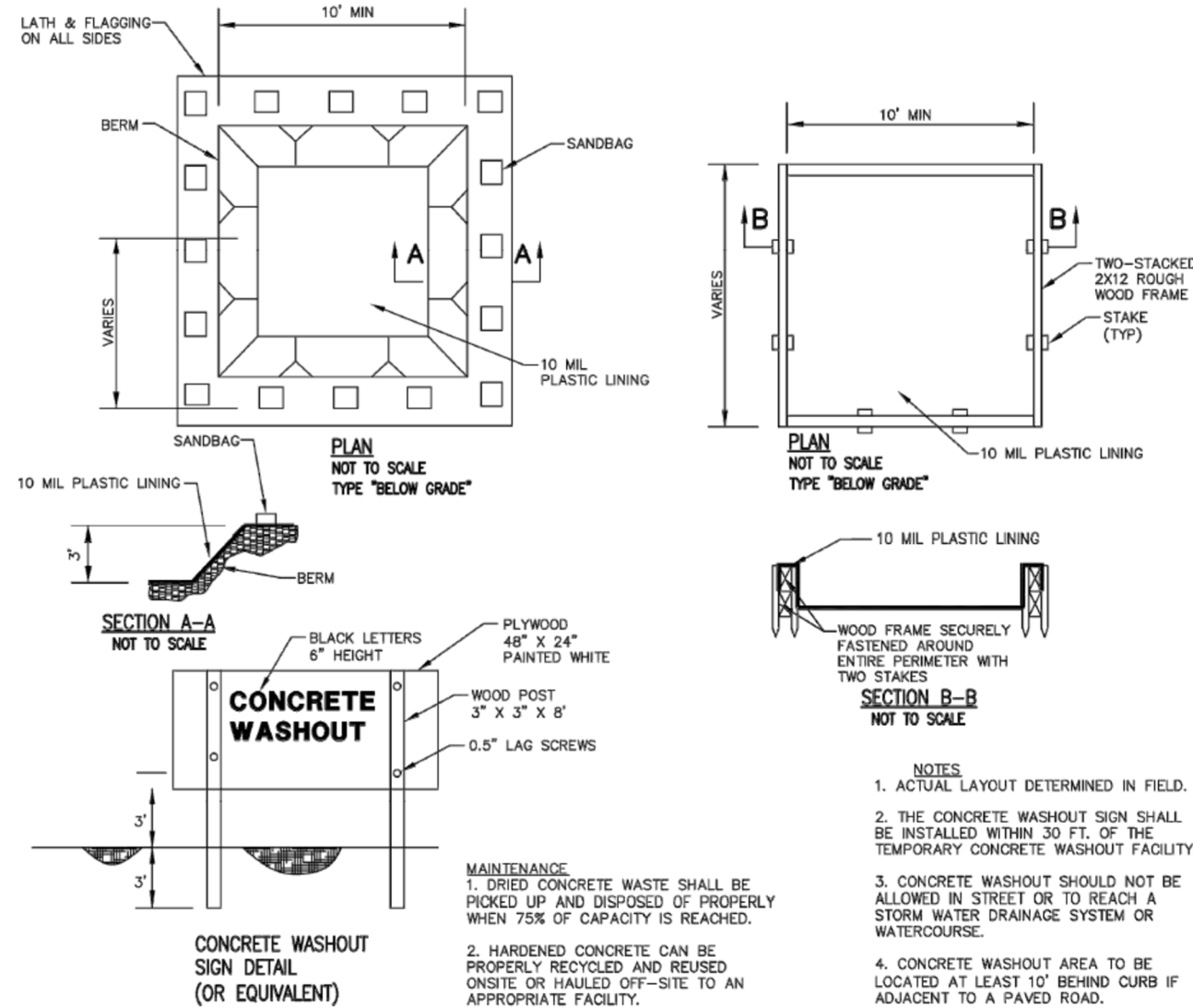


SAWCUT DETAIL

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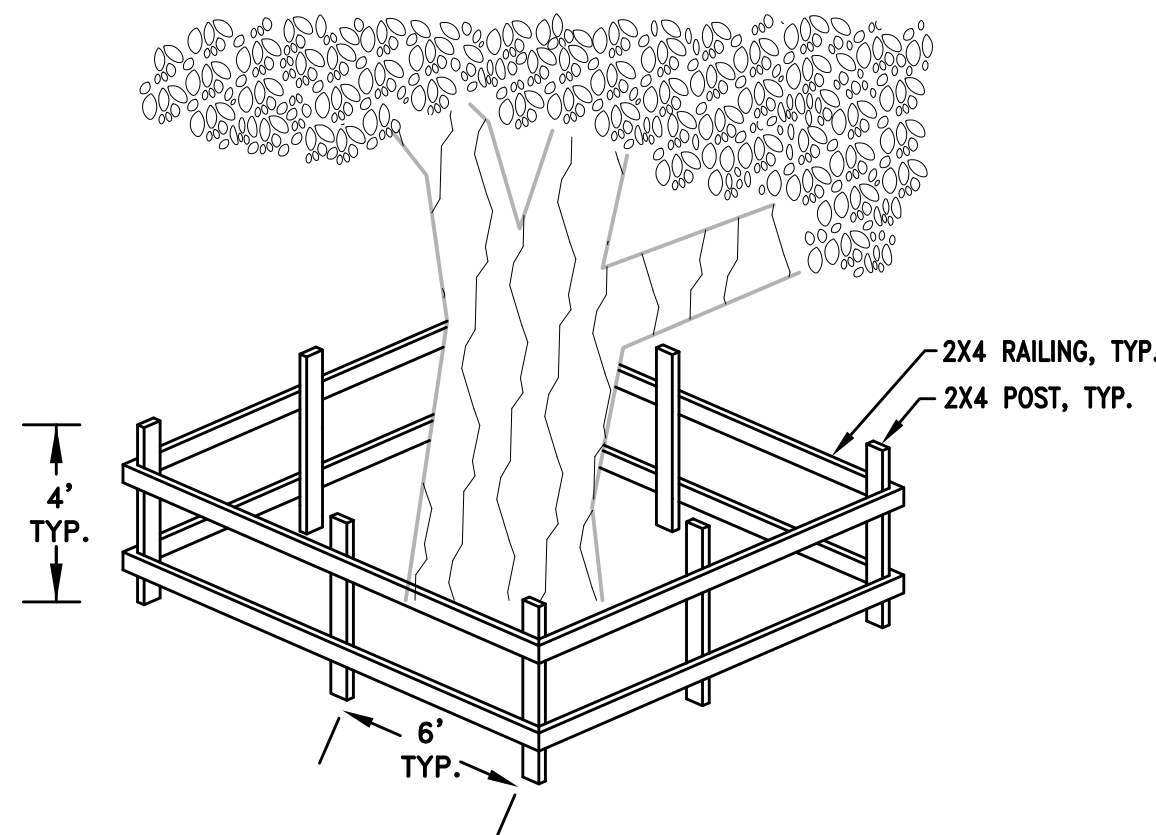


STAKED TURBIDITY BARRIER



CONCRETE WASHOUT

N.T.S.



TREE PROTECTION BARRIER DETAIL

N.T.S.

TURBIDITY BARRIER APPLICATIONS

N.T.S.

NOTES:

1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
2. NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES.
3. DEPLOYMENT OF BARRIER AROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
4. NAVIGATION MAY REQUIRE SEGMENTING BARRIER DURING CONSTRUCTION OPERATIONS.
5. FOR ADDITIONAL INFORMATION SEE SECTION 104 OF THE FDOT STANDARD SPECIFICATIONS.

Selby G. Weeks 56991

429 BUSINESS CENTER

PHASE II WEST

701, 707, AND 711 PINE STREET, OCOEE, FL

EROSION CONTROL & DEMOLITION DETAILS

revision	description	date
△	AGENCY COMMENTS	03.16.23
△	SJRWMD PAC	04.21.23
△	CITY COMMENTS	06.26.23
△	CITY COMMENTS	07.27.23

drawn by: JD
checked by: SGW
date: 08/05/2022
plot scale: AS SHOWN
project number: N/A
file name: C600-DTLS-WEST-21TSGD001.DWG

C601



RIPRAP APRON DIMENSIONS AND ESTIMATED QUANTITIES					
INLET PIPE SIZE "D" (IN)	LENGTH OF APRON "L" (FT)	DEPTH OF APRON "H" (FT)	ESTIMATED RIPRAP (CY)	ESTIMATED GEOTEXTILE (SY)	CLASS
24	9	1.5	4.5	16	1
30	13.5	2	12	30	1



- *THE TERM "CLEAN" REFERS TO NON-EXPANSIVE CLEAN EARTH AND GRANULAR MATERIALS, FREE OF ROOTS OR ORGANIC MATERIALS (MUCK). USE OF ROCKS OR LUMPS LARGER THAN 3 INCHES IN ANY DIMENSION IS PROHIBITED

N.T.S



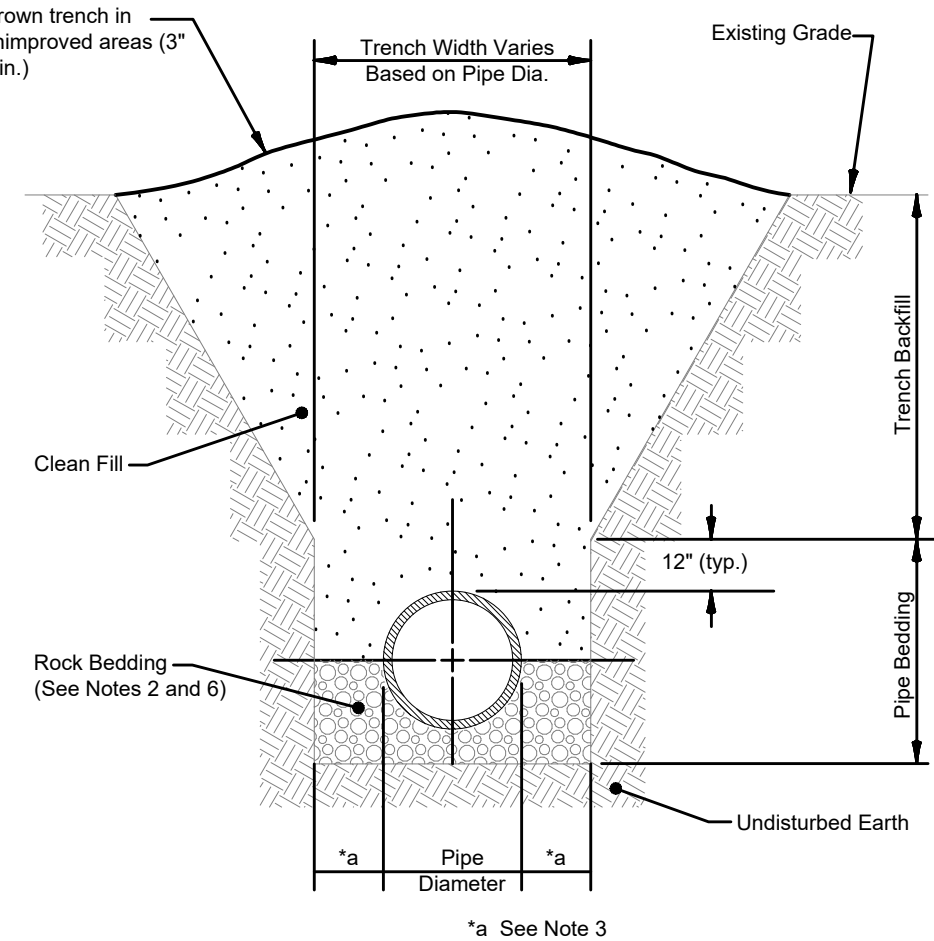
NTS



N.T.S.



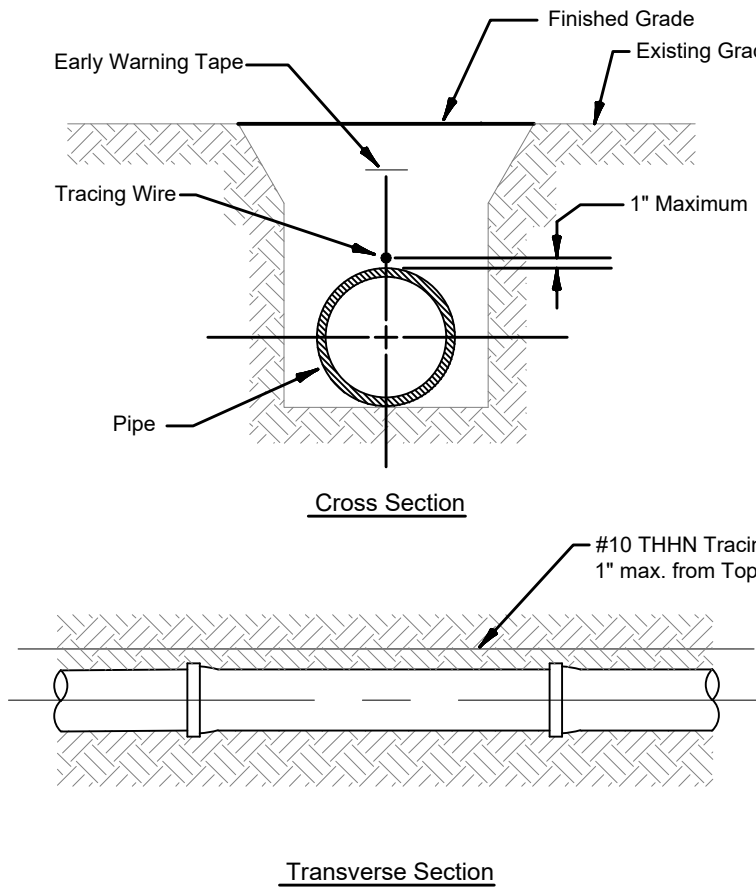
NOTE: PER THE GEOTECHNICAL REPORT, THE CLAYEY FINE SAND (SC) LAYER WAS ENCOUNTERED IN BORINGS AT AN APPROXIMATE DEPTH OF ELEVATION 112.00. HOWEVER, IF THE SC LAYER IS ENCOUNTERED DEEPER THAN ELEVATION 112.00, THE CORE SHOULD BE EXTENDED AT LEAST 2 FT BELOW THE ENCOUNTERED SC LAYER, AS NOTED ABOVE.



NOTES:

1. Pipe bedding material and trench backfill shall be select common (clean) fill compacted to 95% (98% in roadway) of the maximum density as per AASHTO T-180.
2. Contractor shall install crushed rock (or equivalent bedding material) where pipe bedding does not provide solid support (yielding or plastic). Depth of material shall be a minimum of 6" or as needed, to provide non-yielding support for the pipe. All unsuitable material shall be removed from pipe bedding unless special provisions are approved by the City.
3. Excavated trench width at pipe haunch shall be sufficient in size for haunch compaction, but shall be no greater than 15" on each side of pipe for pipes less than 24" in diameter (24" for pipes 24" in diameter or greater.)
4. Water shall not be permitted in trench line during construction.
5. Pipe line shall be installed with bell fitting facing upgrade.
6. Gravity sewer shall have a 6" minimum rock bed.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Pipe Bedding and Trench		
UT001	DATE: September 2019	SCALE: N/A	



NOTES:

1. All pipe shall include the installation of #10 THHN copper tracing wire capable of detection by cable locating equipment.
2. Tracing wire shall be buried directly above the transverse centerline of the pipe.
3. End(s) of the locating wire shall be such that wire can be accessed by locating equipment assessing the wire in a valve vault or blow-off box. Wire is required to extend 12" minimum above finished grade.
4. Unless approved by the City, early warning tape indicating the type of pipe shall be required.
5. All directional drill pipe shall have locating wire attached to the top of pipe and shall remain on the top of the pipe during installation.
6. All service lines shall have locating wire placed on the pipe as described in City of Ocoee detail UT206 "Utility Service Connection"
7. All wire splices shall be completed with twist-on type wire nuts with gel or grease filled moisture seal.
8. All tracing wire installation shall be tested and verified for continuity by the contractor prior to final acceptance

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Pipe Locating Wire		
UT010	DATE: April 2019	SCALE: N/A	

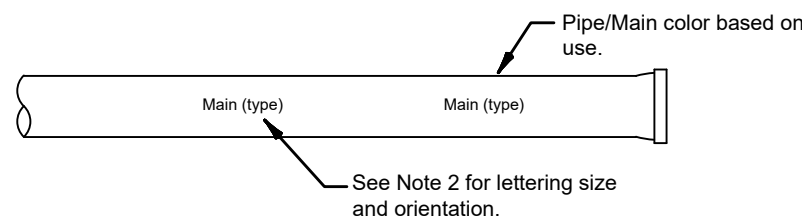
PVC/HDPE Restraint Table							
Minimum Length (FT) to be Restrained on each side of Fitting(s)							
Fittings	Pipe Size						
	4"	6"	8"	10"	12"	16"	20"
90° Bend	18	24	32	38	44	55	74
45° Bend	10	10	13	16	18	23	31
22 1/2° Bend (See note 8)	10	10	10	10	10	11	15
11 1/4° Bend	10	10	10	10	10	10	10
Plug or Branch of Tee	30	47	64	81	98	133	167

NOTES:

1. The restraint values as indicated by the "Restraint Table" are minimum values. Design engineer shall be responsible for confirming field conditions, and make adjustments accordingly.
2. All fittings shall have restrained joints unless otherwise indicated.
3. No restraints required if continuous pipe length to fitting is greater than value provided in "Restraint Table" above.
4. Where two or more fittings are laid in-line, use greatest restraint length for coverage.
5. For in-line valves and through run of tees, outside limits of restrained joints from other fittings need not be restrained unless otherwise indicated.
6. Lengths shown in the table have been calculated in accordance with the procedures outlined in "Thrust Restraint Design for Ductile Iron Pipe" as published by DIPRA, with the following assumptions:

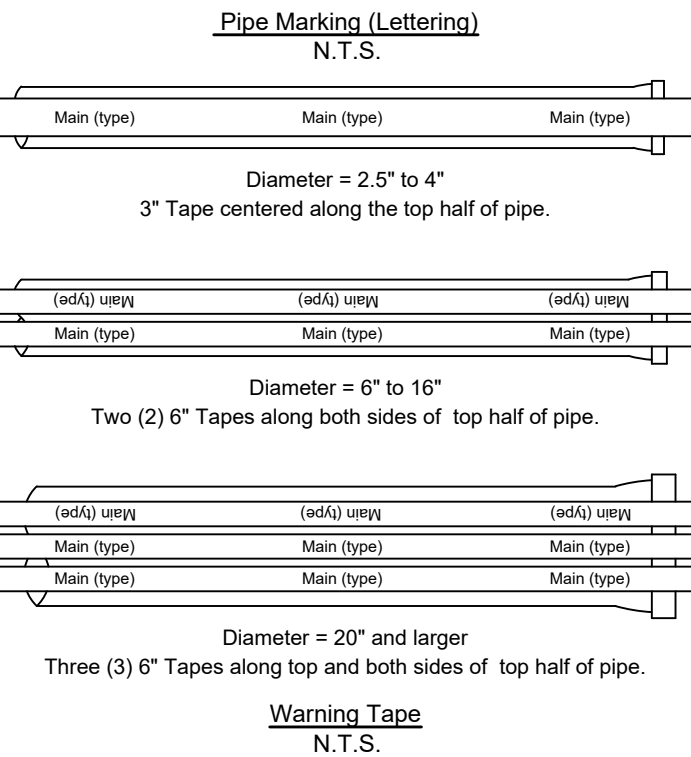
Working Pressure: 150 PSI
Soil Designation: SM (Silty Sand, Sand-Silt Mix.)
Laying Conditions: 5
7. For pipe sizes not included in the Restraint Table or pipe material not adhering to given conditions, design engineer shall determine and specify pipe lengths which shall be approved by the City.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	PVC/HDPE Pipe Restraint Table		
UT004	DATE: April 2019	SCALE: N/A	



PIPE LETTERING NOTES:

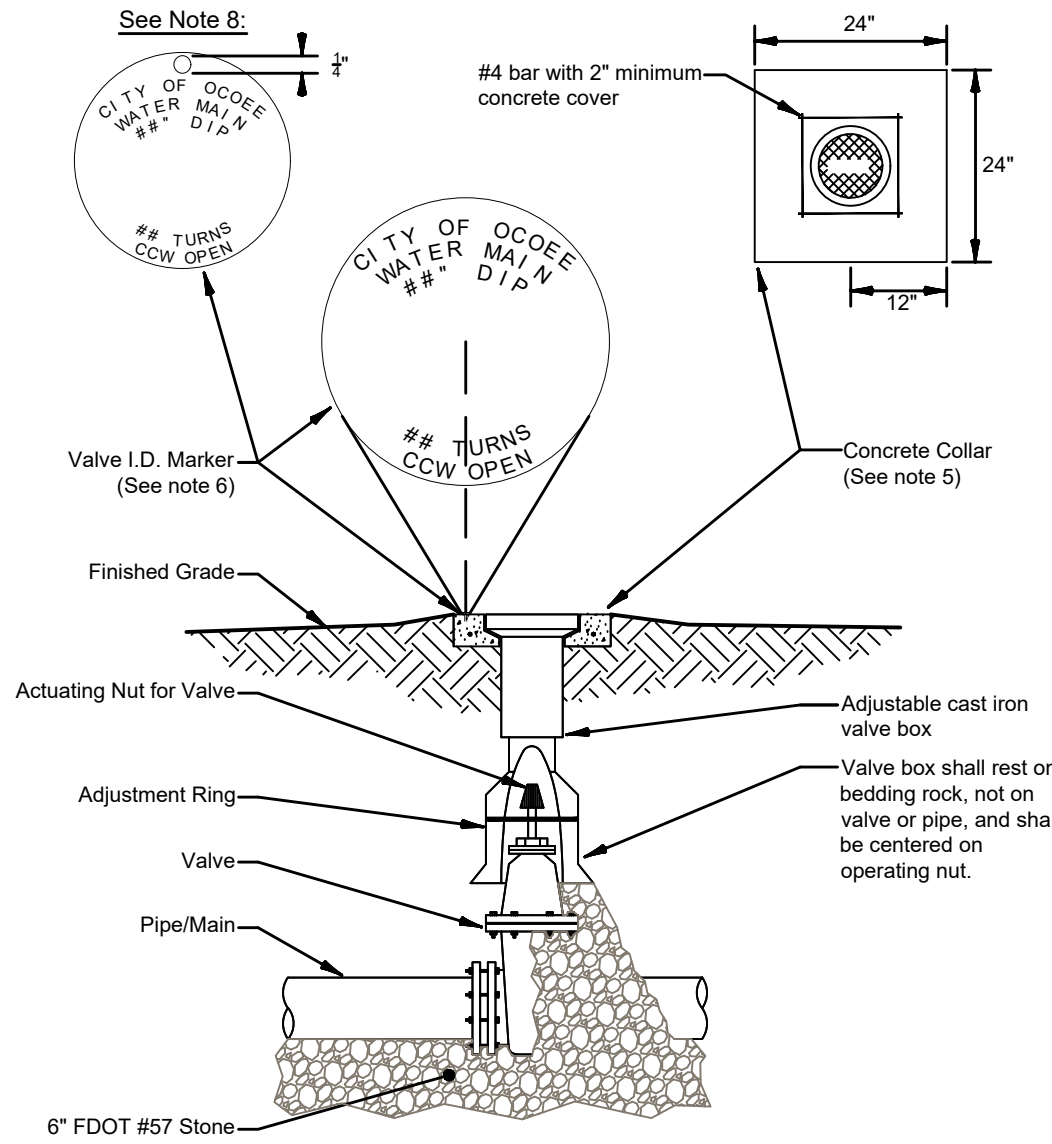
1. Lettering shall be per the American Water Works Association.
2. Lettering shall be a minimum of 3/4" in height and shall be facing up when the pipe is installed.
3. Lettering must be permanently imbedded into the pipe/main, not painted or stenciled.
4. Lettering shall be of contrasting color to pipe/main color.



WARNING TAPE NOTES:

1. Tape color shall be in accordance with (same) as main/pipe color.
2. Tape lettering shall be at least 1" in height with no greater than 12" in spacing.
3. Warning tape shall extend total length of pipe.

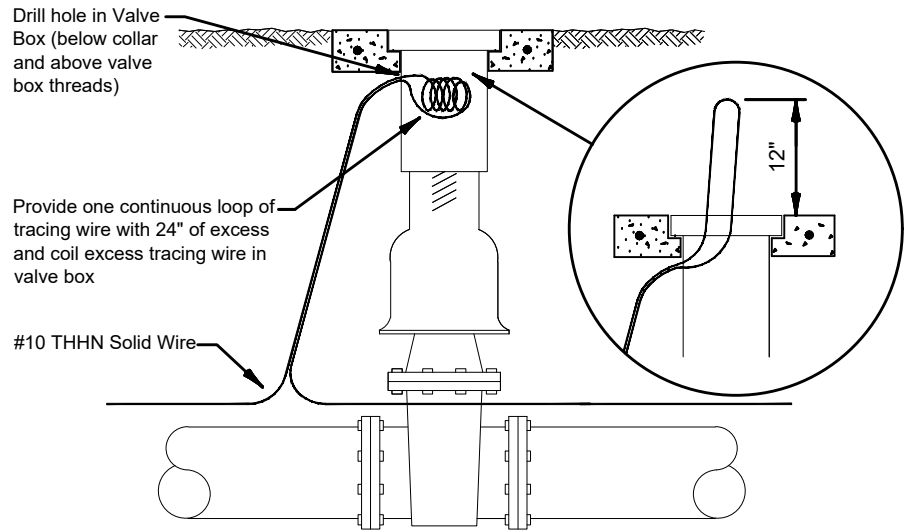
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Pipe Identification & Warning Tape		
UT011	DATE: April 2019	SCALE: N/A	



NOTES:

1. PVC extensions shall not be used on valve box.
2. The actuating nut for valves shall be no deeper than 24" from ultimate finished grade.
3. Valve assembly shall include center spacing guide from the City's Approved Materials List.
4. Where valve nut is more than 36" below grade, valve assembly shall include an extension from the City's Approved Materials List.
5. Valve collar shall be 24" x 24" x 6" square pad and concrete for collar shall be fc' of 3,000 psi minimum @ 28 days for non-pavement areas.
6. Valve Marker shall be from the City's Approved Materials List and shall include "City of Ocoee", main type, size, material, turns to open or close valve, and direction of rotation.
7. Valve Box shall not be located in pavement, sidewalk, or driveway unless approved by the City. If approved, Contractor/Developer shall reach out to the Utilities Department on the location of the Valve Tags.
8. For Valve Box approved in pavement, a disk valve marker shall hang in the valve box anchored to the locating wire.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Valve Box and Cover		
UT009	DATE: June 2021	SCALE: N/A	



NOTES:

1. All pipe shall be installed with # 10 THHN solid copper tracing wire. Tracing wire must be installed directly above the pipe in a continuous circuit.
2. Tracing wire shall cover all main, pipe, branches (including fire hydrants) and service connections.
3. Tracing wire shall extend a minimum of 12" above grade at required intervals and/or valve lids.
4. Tracing wire shall be coiled and placed in a valve box and shall be easily accessible.
5. At dead ends of mains, pipe, and/or service, the tracing wire shall be placed in a properly identified cast iron valve box (Valve Box and Cover Detail UT009).

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Tracing Wire Location		
UT012	DATE: April 2019	SCALE: N/A	

revision	description	date
△	AGENCY COMMENTS	03.16.23
△	SJRWMD PAC	04.21.23
△	CITY COMMENTS	06.26.23
△	CITY COMMENTS	07.27.23

drawn by:	JD
checked by:	SGW
date:	08/05/2022
plot scale:	AS SHOWN
project number:	N/A
file name:	C600-DTLS-WEST-21TSGD001.DWG

File Location : S:\Projects\Land Projects 2021\21TSGD001 - 429 Business Center Phase II\DWG\

Filename : C600-DTLS-WEST-21TSGD001.dwg Plot Date : Aug. 01, 2023 9:56am

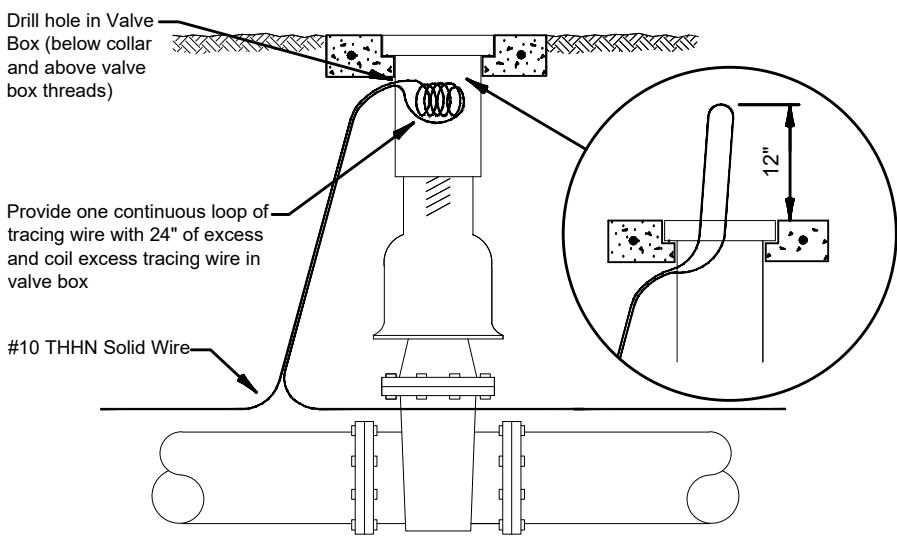
D.I.P. Restraint Table						
Minimum Length (FT) to be Restrained on Each Side of Fitting(s)						
Fittings	Pipe Size					
	4"	6"	8"	10"	12"	16"
90° Bend	15	21	27	32	37	47
45° Bend	7	5	11	13	16	20
22 1/2° Bend	5	5	6	7	8	10
11 1/4° Bend	5	5	5	5	5	6
Plug or Branch of Tee	30	47	64	81	98	133

NOTES:

- The restraint values as indicated by the "Restraint Table" are minimum values.Design engineer shall be responsible for confirming field conditions, and make adjustments accordingly.
- All fittings shall have restrained joints unless otherwise indicated.
- No restraints required if continuous pipe length is greater than value provided in "Restraint Table" above.
- Where two or more fittings are laid in-line, use greatest restraint length for coverage.
- For in-line valves and through run of tees: outside limits of restrained joints from other fittings need not be restrained unless otherwise indicated.
- Lengths shown in the table have been calculated in accordance with the procedures outlined in "Thrust Restraint Design for Ductile Iron Pipe" as published by DIPRA, with the following assumptions:

Working Pressure: 150 PSI
Soil Designation: SM (Silty Sand, Sand-Silt Mix.)
Laying Conditions: 5
- For pipe encased in polyethylene, use values given in parentheses or increase the given value by 150%.
- For pipe sizes not included in the Restraint Table or pipe material not adhering to given conditions, design engineer shall determine and specify pipe lengths which shall be approved by the City.

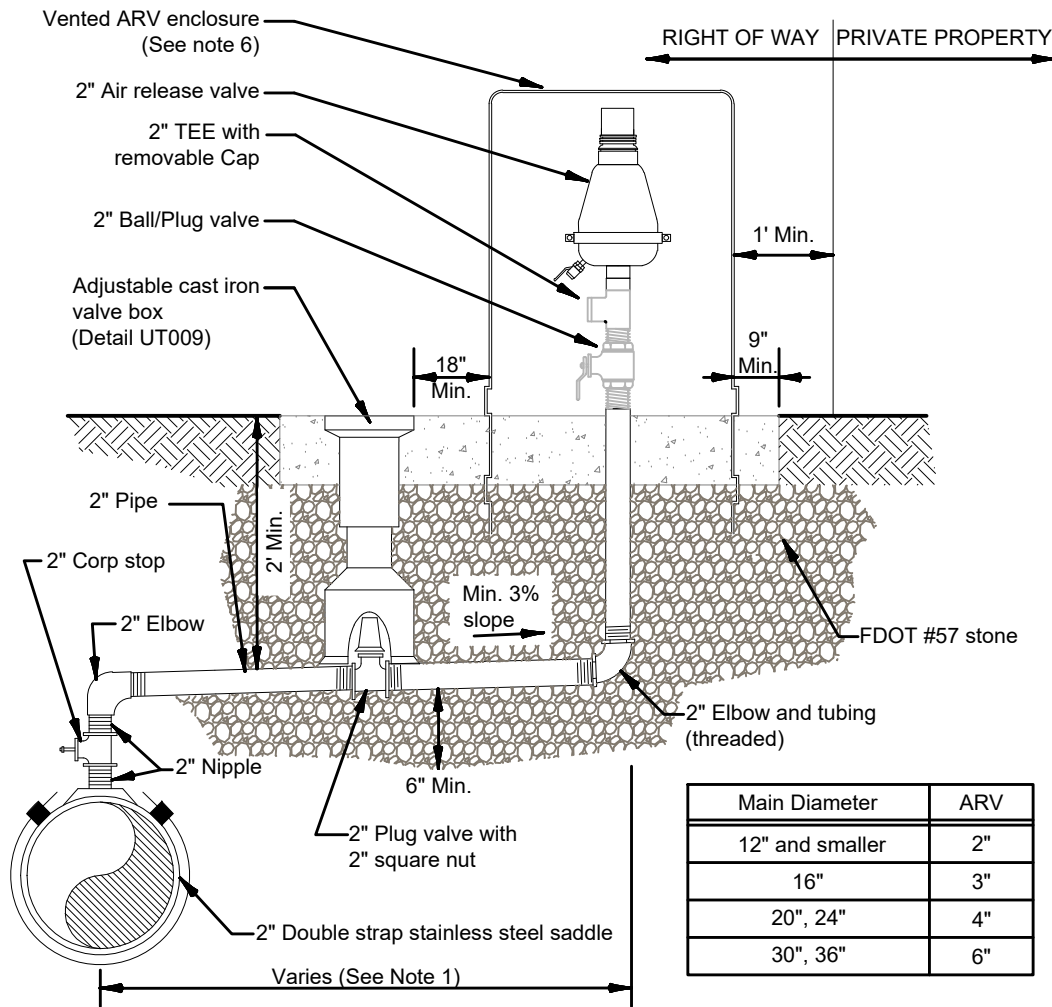
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Ductile Iron Pipe Restraint Table		
UT005	DATE: April 2019	SCALE: N/A	



NOTES:

- All pipe shall be installed with # 10 THHN solid copper tracing wire. Tracing wire must be installed directly above the pipe in a continuous circuit.
- Tracing wire shall cover all main, pipe, branches (including fire hydrants) and service connections.
- Tracing wire shall extend a minimum of 12" above grade at required intervals and/or valve lids.
- Tracing wire shall be coiled and placed in a valve box and shall be easily accessible.
- At dead ends of mains, pipe, and/or service, the tracing wire shall be placed in a properly identified cast iron valve box (Valve Box and Cover Detail UT009).

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Tracing Wire Location		
UT012	DATE: April 2019	SCALE: N/A	



NOTES:

- Gas Release Valve shall mean Air, Combination Air/Vacuum, and Surge Protection Release Valve.
- Offset distance to be field determined and as close to the right of way as possible and clear of pedestrian walkways. If pipe is at right of way line, no offset is required.
- Above detail applies to a 2" ARV. For larger ARVs, pipe diameter and valves shall be equal to the size of the ARV.
- All piping, valves and appurtenances to be brass or 316 Stainless Steel except where specified otherwise.
- ARV shall have a Reinforced Nylon Body D-040 or Ductile Iron Body D-060 for Potable Water Systems. ARV shall be Reinforced Nylon Body D-021 or Ductile Iron Body D-060 for Reclaim Water Systems.
- The enclosure shall follow the City's Approved Materials List or be an approved equal with temper proof locking device and vents must be capable of allowing at least the same amount of airflow as the valve.
- Shop drawings for the ARV shall be submitted to the City for approval.
- Any deviation from this detail shall be made known to the City for approval.

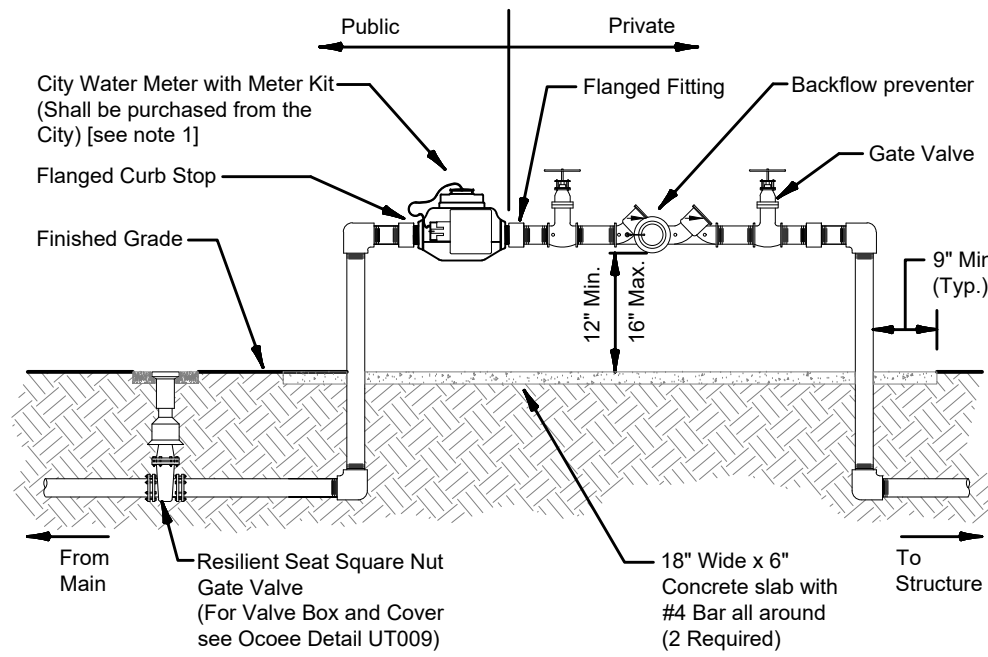
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Gas Release Valve Water and Reclaim		
UT204a	DATE: June 2021	SCALE: N/A	

Pipes/Mains Separation Requirement Table (See Note 11 for Structural)									
	Potable		Reclaimed		Sanitary Sewer		Storm Sewer		Structural
	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	
Potable			3'	12"	10'	18"	3'	18"	10'
Reclaimed	3'	12"			3'	12"	3'	12"	10'
Sanitary Sewer	10'	18"	3'	12"			3'	12"	10'
Storm Sewer	3'	18"	3'	12"	3'	12"			10'
Joint Spacing Requirement Table (See Note 2)									
Potable	Potable		Reclaimed		Sanitary Sewer		Storm Sewer		
	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	
Potable			3'		6'		3'		

NOTES:

- The table above represents the minimum separation requirements as described in the City's Engineering Standards Manual. The most stringent requirements between the City's Standards and the guidelines set forth in the Florida Administrative Code 62-555.314 (F.A.C.), shall apply between newly proposed utility lines and existing or proposed utility lines.
- Joint spacing shall be based on one full length water main pipe centered above or below other pipes. The joint shall be no less than the required distance from the center of the crossing of the two pipes. (The water pipe shall be above the other pipe unless otherwise approved by the City.)
- Where the City's minimum vertical and horizontal separation from potable water cannot be achieved from the outside of the potable water pipe and the outside of the other pipe/main, preferred separation in accordance with F.D.E.P. rules of the Florida Administrative Code 62-555.314 (F.A.C.) and 62-604.400 (F.A.C.) may be allowed upon approval by the City's Utilities Department.
a. If it is not technically feasible or economically sensible to comply with the requirements set forth in 62-555.314 (F.A.C.), technical or economic justification for each exception must be submitted to F.D.E.P. with alternative construction features. Proof of F.D.E.P.'s approval for exceptions shall be submitted to the City.
- For the purpose of this table, reclaimed water shall mean unrestricted public access reuse water as defined by F.A.C. 62-610. Other types of reclaimed water, not treated to public contact levels, shall be considered raw sewage, and the separation list for sanitary sewer shall apply.
- Alternative water, such as storm water used for irrigation, shall be considered reclaimed water for separation requirements.
- Pipe separation distance provided above shall mean the horizontal and/or vertical distance measured for the outside dimension of each pipe/main.
- All Sanitary and Storm Structures shall follow separation requirements above.
- Potable water pipes shall be laid above all pipes conveying raw sewage whenever they cross.
- All utilities shall be installed with 36" of cover over the top of pipe. Cover shall be measured with current or future grading to ensure the 36" coverage.
- No potable water pipe may pass through a sanitary sewer structure. Penetration through storm sewer must be approved by the City and is subject to special conditions and materials.
- Structural shall refer to foundations, walls, etc. Additional separation shall be required by the City for construction of, including, but not limited to: live loads, multi-story commercial buildings, superstructures, embankments, retaining walls, bridges, railroads, high voltage transmission mains, gas mains, etc.

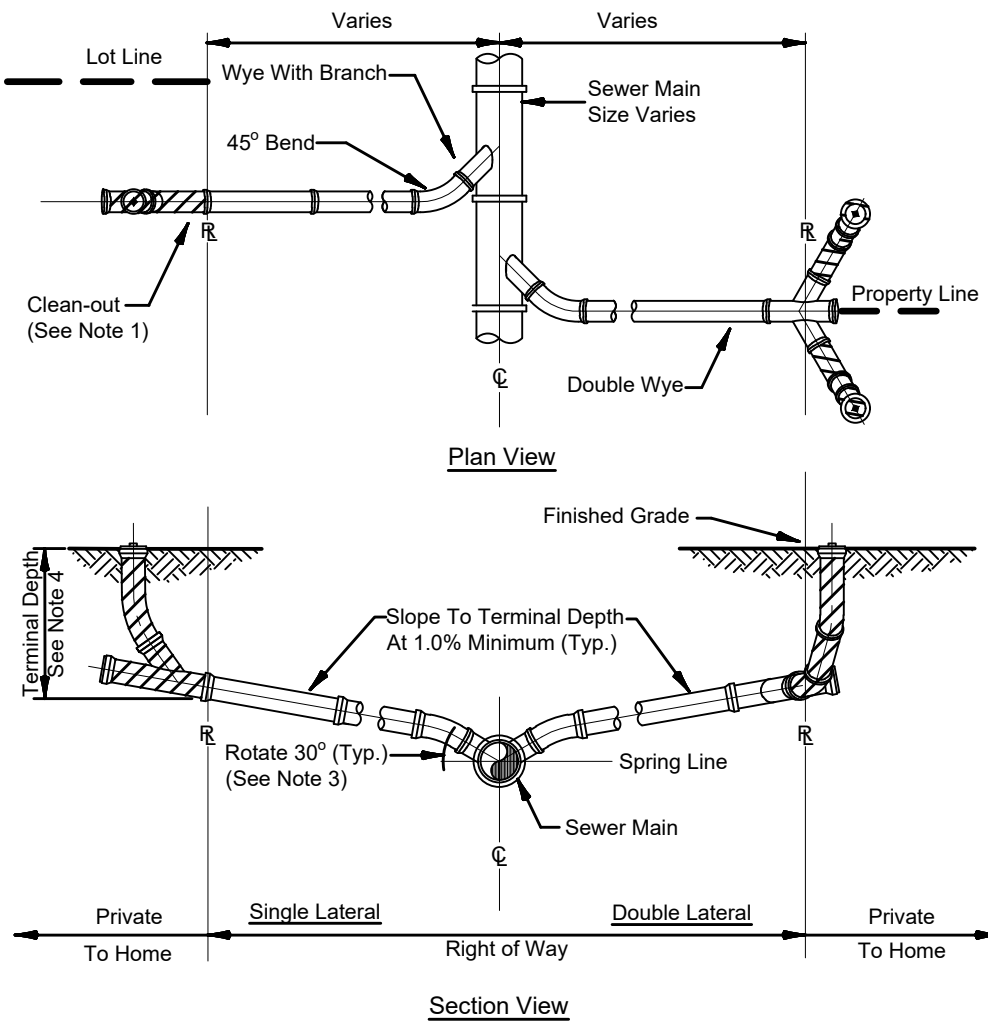
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Pipe Separation Requirement Table		
UT013	DATE: November 2022	SCALE: N/A	



NOTES:

- Contractor shall be responsible for installing City water meter matching pipe size with meter kit and shall supply and install all materials and backflow prevention device.
- Backflow device shall be per the City's Cross Connection Control Manual.
- All pipes, fittings, and end valves as indicated as private shall be the responsibility of the owner. All pipes and fittings indicated as public with material not indicated shall be brass or schedule 80 PVC.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	1 1/2" and Larger Commercial/Multi-Family Meter Configuration		
UT209b	DATE: June 2021	SCALE: N/A	



NOTES:

- Clean-out (shown hatched) shall be installed by the builder in accordance with standard plumbing code.
- Locate clean-outs as close to the property line as possible.
- Invert of service lateral shall not enter sewer main below spring line.
- The minimum terminal depth as required for house service is 3'.
- Service Laterals shall be a minimum of 6" for non-residential scenarios. In residential areas, service laterals shall be a minimum of 4" to the right-of-way and then 6" to the sewer main.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Service Lateral		
UT105	DATE: April 2019	SCALE: N/A	

429 BUSINESS CENTER
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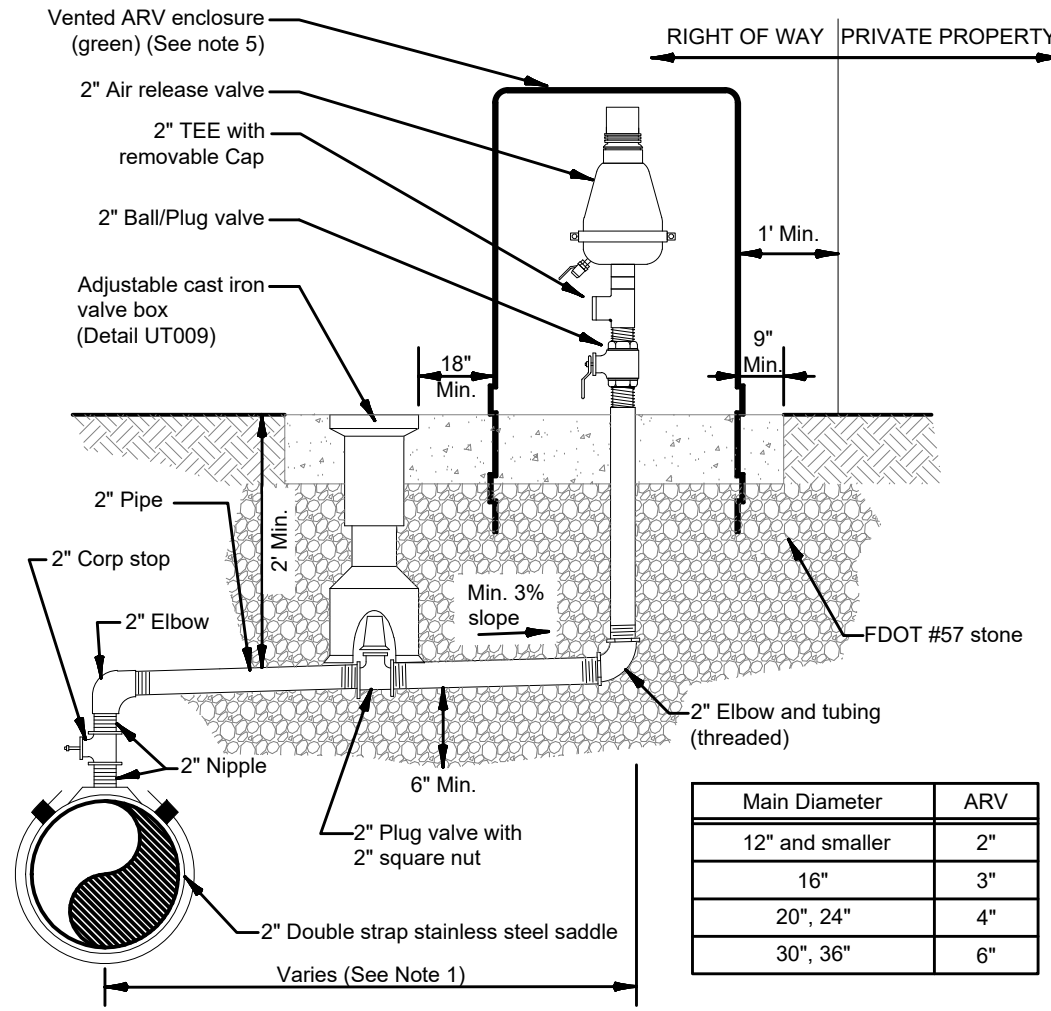
revision	description	date
△	AGENCY COMMENTS	03.16.23
△	SJRWMD PAC	04.21.23
△	CITY COMMENTS	06.26.23
△	CITY COMMENTS	07.27.23

drawn by:	JD
checked by:	SGW
date:	08/05/2022
plot scale:	AS SHOWN
project number:	N/A
file name:	C600-DTLS-WEST-21TSGD001.DWG

File Location : S:\Projects\Land Projects 2021\21TSGD001 - 429 Business Center Phase II\DWG\

Filename : C600-DTLS-WEST-21TSGD001.dwg Plot Date : Aug. 01, 2023 9:57am

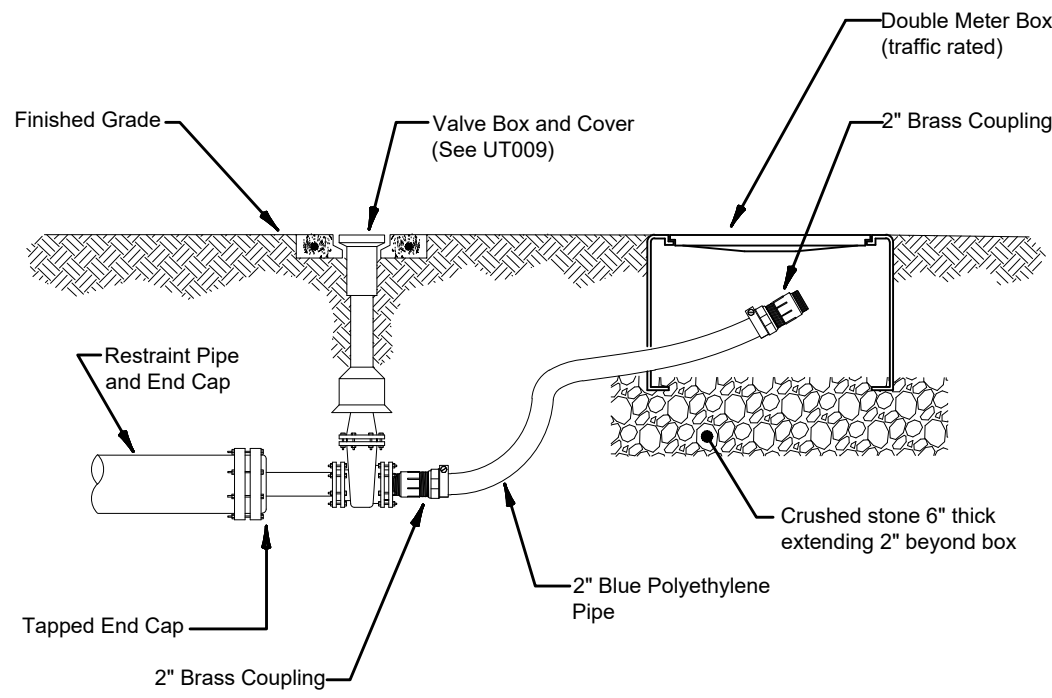
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NOTES:

1. Gas Release Valve shall mean Air, Combination Air/Vacuum, and Surge Protection Release Valve.
2. Offset distance to be field determined and as close to the right of way as possible and clear of pedestrian walkways. If pipe is at right of way line, no offset is required.
3. Above detail applies to a 2" ARV. For larger ARVs, pipe diameter and valves shall be equal to the size of the ARV.
4. All piping, valves and appurtenances to be brass or 316 Stainless Steel except where specified otherwise.
5. ARV shall have a Reinforced Nylon Body (ARI D-025 or D-26).
6. The enclosure shall be Water Plus Polyethylene Model 131632 H-30-G or approved equal with temper proof locking device and vents must be capable of allowing at least the same amount of airflow as the valve.
7. Shop drawings for the ARV shall be submitted to the City for approval.
8. Any deviation from this detail shall be made known to the City for approval.

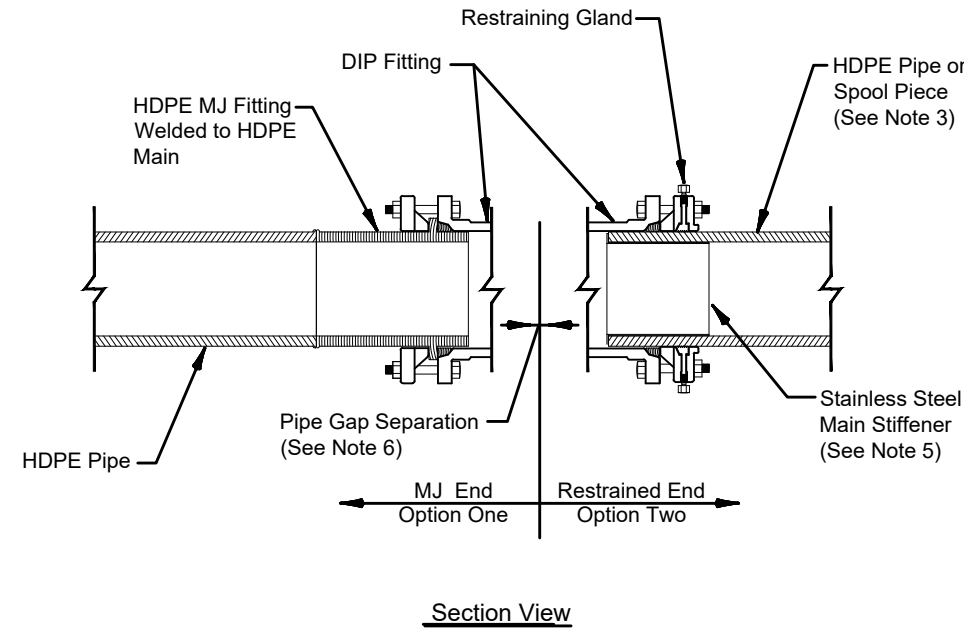
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Gas Release Valve Wastewater		
UT106a	DATE: June 2021	SCALE: N/A	



NOTES:

1. All pipes and fittings shall be schedule 40 brass or equivalent with threaded (NPT) joints except where denoted otherwise.
2. All pipe and fittings shall be in accordance with City Standards for the applicable service provided.
3. Pipe restraints shall be in accordance with City Standard Details UT004 for PVC/HDPE Pipe or UT005 for Ductile Iron Pipe.

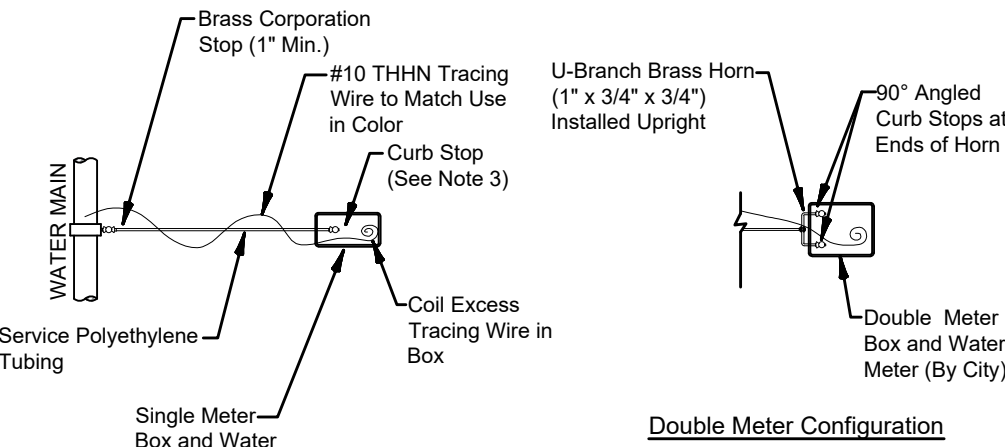
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Blow Off Assembly		
UT203	DATE: April 2019	SCALE: N/A	



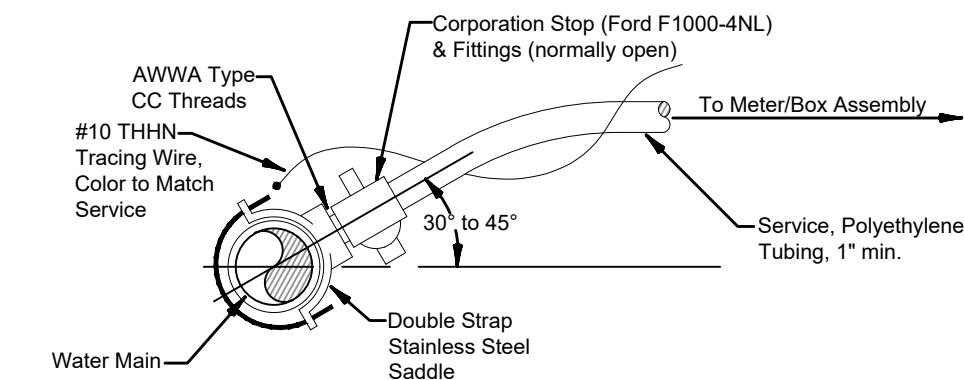
NOTES:

1. The detail shall be used when connecting directional drilled sections of mains together using valves, sleeves, fittings or appurtenances.
2. This detail is limited to the use of 4" to 12" mains.
3. In cases where directional drill main must be offset by direct bury of a portion of the main, contractor may elect to use a Restrained End for both connections.
4. A stainless steel stiffener is required on Restrained End of connection when HDPE is used.
5. Spool piece for fittings or around main offsets may use alternative approved main material. Payment (if applicable) for the alternative material main shall be paid under the replaced main pay item.
6. Gap between mains when connecting with a sleeve shall be no greater than 2.5".
7. The information and requirements in this detail are for directional drill connections only. For other connections refer to other City details.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Direction Drill HDPE Connection		
UT014	DATE: April 2019	SCALE: N/A	



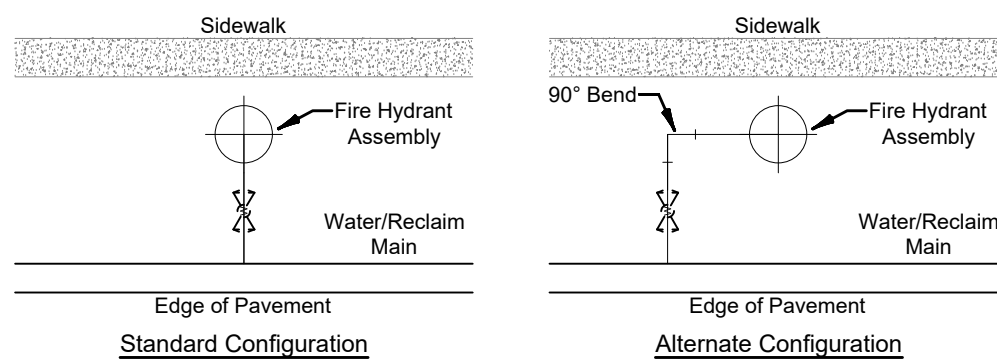
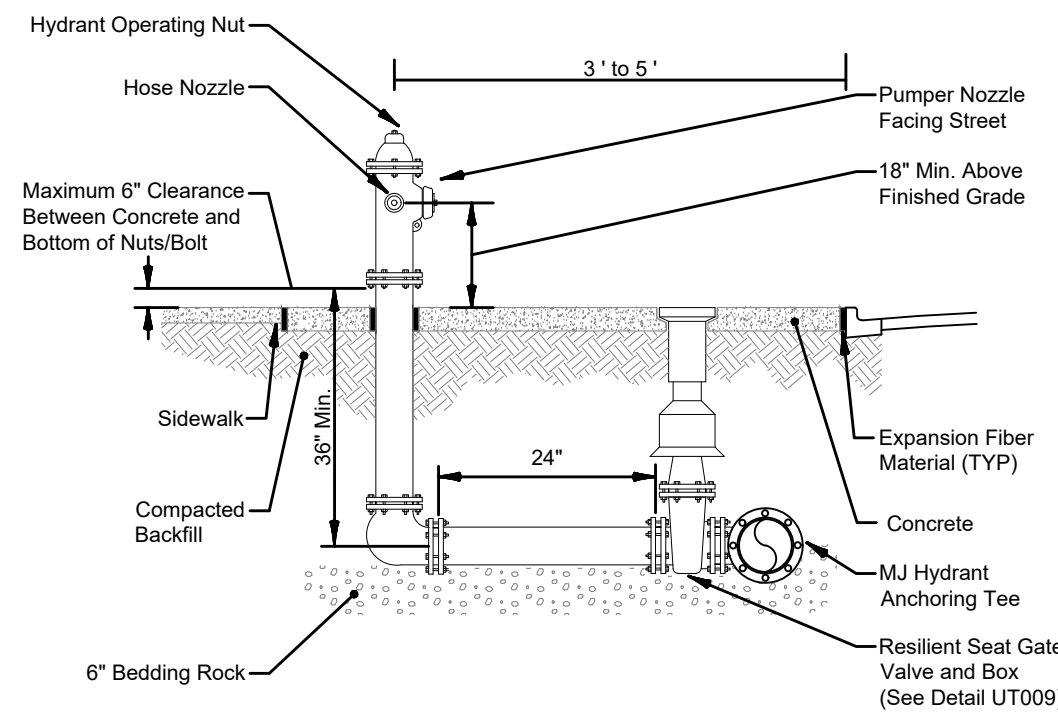
Service View with Single Meter



NOTES:

1. All fittings shall be brass with compression-pack joint type connections.
2. No service line shall extend or terminate under a driveway.
3. Meter end of service shall terminate with curb stop (90") for single service and dual horn and curb stops (90") for dual services.
4. Meter end of service shall terminate 3' past meter location where service shall, unless directed otherwise, extend 3' above finished grade tied to a 2" x 4" x 4' stake. If directed, service connection shall be buried and located with an 2" x 4" x 4' painted marker. Stake or marker shall indicate lot(s) to be served.
5. Concrete curb shall be marked (stamped or saw-cut) with "W" locating service.
6. Service connection to the main shall use approved saddle, and tapping of main shall be by a method where a solid coupon is removed.
7. Services installed under finished or existing pavement shall be directionally drilled.
8. Upon approval, direct tap (no saddle) may be used on Ductile Iron Pipe.
9. Service color shall be blue for potable water and purple (magenta) for reclaimed water.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Water and Reclaim Service Connection		
UT206	DATE: Sep. 2019	SCALE: N/A	



Note:

1. Hydrants shall be painted with double coat enamel paint per the following:
 - Public Potable Water - Safety Yellow Pantone 13-0630TN
 - Reclaimed Water - Purple Pantone 522 C
 - Private Fire - Cherry Red HDC-MD-16
2. Concrete shear pad shall abut between sidewalk and curb. Where sidewalk is not present, concrete shear pad shall be approx. 7.5' x 3.5' min.
3. Concrete shall be 6" thick with fibermesh and shall be fc' of 3,000 psi minimum at 28 days.
4. Any deviation from this detail shall be made known to the City for approval.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Fire Hydrant Assembly		
UT201	DATE: June 2021	SCALE: n/a	

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revision	description	date
1	AGENCY COMMENTS	03.16.23
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drawn by:	JD
checked by:	SGW
date:	08/05/2022
plot scale:	AS SHOWN
project number:	N/A
file name:	C600-DTLS-WEST-21TSGD001.DWG

SCOPE: Supply one complete H-20 GP Pre-Fab Lift Station, per design.
Pumps shall be capable of grinding and pumping domestic & commercial sewage.

Complete system shall be supplied by:
RILEY & Company, Inc.
Sanford, FL 32773 (Ph. 407-265-9963)
NO SUBSTITUTIONS - NO ALTERNATES

PUMPS AND ELECTRICAL CONTROL PANEL MUST
BE WARRANTED FOR A MINIMUM OF 3 YEARS.

FIBERGLASS WETWELL MUST BE WARRANTED FOR
A MINIMUM OF 20 YEARS.

The H-20 Load Rated Fiberglass Wetwell Must Be Manufactured By L.F. Manufacturing, Giddings, Texas, Which Includes A Written 20 Yr. Warranty
Certification of the wetwell H-20 load rating must be supplied with submittals.
H-20 certification must be signed and sealed by an engineer registered in the State of Florida.

After the H-20 load rated wetwell has been installed, the ASTM Certification Number and Serial Tracking Number must be visible.

PUMPS: (3 YEAR WARRANTY)

Submersible grinder pumps shall be RILEY Model RC30061.
installed in the H-20 GP FRP wetwell utilizing a dual slide rail system.
The grinder unit shall be capable of macerating materials normally found in domestic and commercial sewage into a fine slurry which will pass through the pump and the Sch.80 PVC discharge piping.

Stator winding shall be open type with Class F insulation and shall be heat-shrink fitted into the stator housing. The use of pins, bolts, or other fastening devices is not acceptable.

A heat sensor thermostat shall be attached to the top end of the motor winding and shall be connected in series with the magnetic contactor coil in the control panel to stop motor if winding temperature exceeds 140 C., but shall automatically reset when the winding temperature returns to normal.
Two heat sensor thermostats shall be used on three phase motors.

The pump motor grinder shaft shall be AISI 430F SS threaded to take the pump impeller and the grinder impeller.
Upper & lower mechanical seals shall be Silicon Carbide vs Silicon Carbide..

DUPLEX CONTROL PANEL: (3 YEAR WARRANTY)

To insure complete unit and warranty responsibility the electrical control panel must be manufactured and built by the pump supplier. The pump supplier must be a TUV (UL508A CERTIFIED) manufacturing facility, with a minimum of 5 years history in the manufacturing of electrical control panels.

The Enclosure shall be NEMA 4X, minimum 30" high x 30" wide x 10" deep aluminum with 4 point latching system.

The enclosure shall have external mounting feet to allow for wall mounting.
The following components shall be mounted through the enclosure:
1- ea. Red Alarm Beacon (Light) 4" x 4" Minimum Diameter
1- ea. Alarm Horn (minimum 95 DCB)
1- ea. Generator Receptacle w/ weatherproof cover(SCM460 -UL 1686)
1- ea. Alarm Silence Pushbutton

The back panel shall be fabricated from .125, 5052-H32 marine alloy aluminum. All components shall be mounted by machined stainless steel screws.

The following components shall be mounted to back panel:
2- ea. Motor Contactors
1- ea. Volt Monitor (1 Ph) Phase Monitor (3 Ph) w/2 N/O & 1 N/C Contacts
1- ea. Control Transformer (480 Volt Only) (Min. 500VA)
1- ea. Silence Relay Module
1- ea. Duplex Alternator w/ Pump Selector Switch
1- ea. Model RCBB5AH Battery Back-Up w/ Smart Charger
20- ea. Terminals For Field Connections
6- ea. Terminals For Motor Connections (Single Phase Only)
7- ea. Grounding Lugs
1- ea. Seal Failure Relay

The inner door shall be fabricated from .080, 5052-H32 marine alloy aluminum. The inner door shall have a continuous aluminum piano hinge.

The following components shall be mounted through the inner door:
1- ea. Main Circuit Breaker
1- ea. Emergency Circuit Breaker
1- ea. Mechanical Interlock For Emergency And Main Breakers (UL Listed)
2- ea. Short Circuit Protectors w/ Auxiliary Contacts
1- ea. Control Circuit Breaker
2- ea. Seal Failure Indicator Lights
1- ea. Hand-Off-Auto Selector Switches
2- ea. Pump Run Pilot Lights
1- ea. Power On Pilot Light
2- ea. Elapse Time Meters (Non-Resetable)
1- ea. GFI Duplex Convenience Outlet

COMPONENT SPECIFICATIONS:

All circuit breakers shall be molded thermal magnetic.
The mechanical interlock shall prevent the normal and emergency main breakers being energized at the same time.
An emergency generator receptacle shall be supplied in accordance with DEP standards. The generator receptacle shall be 100 AMP, 230 V to meet the equipment operating conditions.

NEUTRAL TO BE SUPPLIED FOR BOTH 230V 3PHASE OR 230V SINGLE PHASE POWER

All motor short circuit protection devices must provide for under voltage release and class 10 overload protection on all three phases. Visible trip indication, test, and reset capability must be provided without opening inner door.
Open frame, across the line, contactors shall be rated per IEC standards and properly sized per the motor requirements.
Contactors shall provide for safe touch power and control terminals.

Lightning Arrestor shall meet UL1449 3rd Edition or exceed the requirements of ANSI/IEEE Std. C62.21-1984 section 8.6.1. and 8.7.3 shall be supplied by electrician and mounted on the bottom side of the switch disconnect ahead of the pump control panel.

A voltage monitor shall be supplied for single phase service.
A phase monitor shall be supplied for (3) phase service.
A green pilot light shall be supplied for each motor. The pilot light shall illuminate each time the motor is called to run.
Each pump shall have an Elapse Time Meter to record the accumulated run time. The ETM shall be 2" diameter, non-resettable, six digit, totally encapsulated unit.
A Red pilot light shall be supplied for control power. The pilot light shall illuminate when the control power is available inside the control panel.

Relays shall be ice-cube plug in type. Relay contacts shall be rated 10 amp minimum, DPDT.
Twenty (20) terminals shall be supplied for field connections. The terminals shall be rated 25 amps minimum.
Each motors over-temperature contact shall be connected to the terminal strip and shall open a contact to de-energize the appropriate motor upon a high temperature within the motor.
A 15 Amp GFI duplex receptacle shall be supplied and mounted on the innerdoor.
Ground lugs shall be supplied and appropriately sized for each motor and for service entrance.

PUMP DATA		ELEVATIONS	
PRIMARY PUMP CAPACITY	81 GPM	TOP OF WETWELL	119.90
PRIMARY TDH	58' TDH	INLET INVERT	115.28
PUMP MANUFACTURER	LIBERTY	HIGH LEVEL ALARM (HLA)	115.28
PUMP MODEL #	LGV034A	2nd PUMP ON (LAG)	114.28
R.P.M.	3,450	1st PUMP ON (LEAD)	113.28
HORSEPOWER	3	PUMPS OFF (OFF)	112.28
ELECTRICAL/ VOLTS / PHASE	480V/3	BOTTOM OF WETWELL	111.28
PUMP DISCHARGE SIZE	3"	WETWELL DIAMETER	48"

* ELECTRICIAN NOTES:

- DRAWING NOT TO SCALE
- ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES
- ELECTRICIAN SHALL SEAL OFF CONDUIT RUNS
- ELECTRICIAN TO MOUNT LIGHTNING ARRESTOR AT SWITCH DISCONNECT
- CONTRACTOR SHALL VERIFY POWER SOURCE PRIOR TO ORDERING EQUIPMENT
- NEUTRAL TO BE SUPPLIED FOR 230V-3 PHASE OR 230V-SINGLE PHASE POWER.

RILEY & CO. / H-20 GP 09-29-16

MISCELLANEOUS: All wiring on the back panel shall be contained within the wiring duct. All wiring between the inner door and the back panel shall be contained with in a plastic spiral wrap.
Each wire shall have a wire number at each end to correspond to the as built drawing for field troubleshooting.
The control panel must be manufactured in-house by lift station supplier and be a TUV (UL508A Certified) facility.

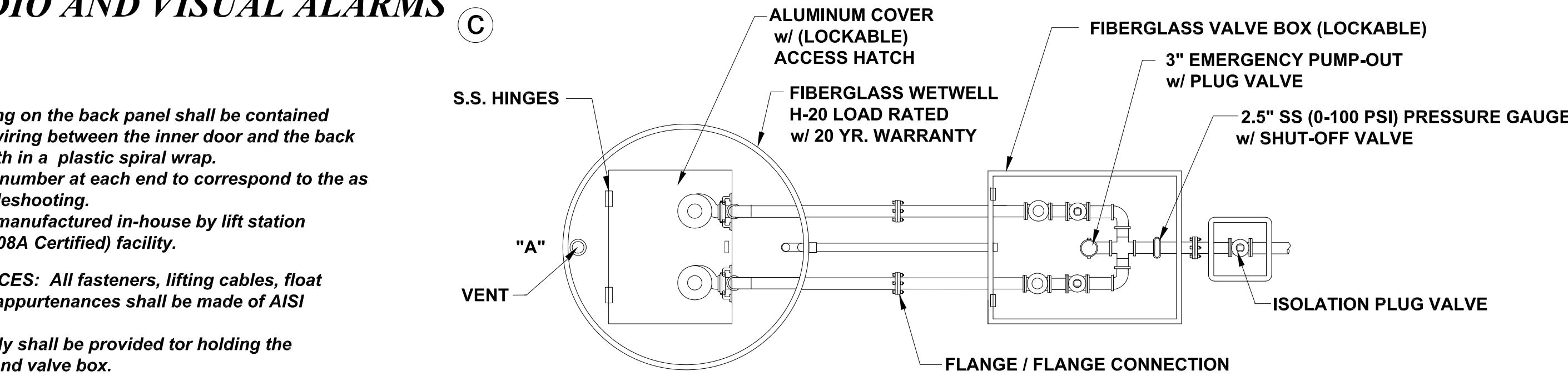
FASTENERS & APPURTANCES: All fasteners, lifting cables, float cable bracket, hinges, and appurtenances shall be made of AISI 304SS.
A 304SS slide/latch assembly shall be provided tor holding the doors open on the wetwell and valve box.
Slide rails shall be made of SCH.40 AISI 304SS pipe.
Pump lifting cables shall be made of AISI 304 SS.
Pump lifting bales shall be made of AISI 304 SS.

H-20 LOAD RATED WETWELL WITH LIFTING LUGS:
The fiberglass wetwell must be H-20 load rated with integral lifting lugs, fiberglass slope in bottom of wetwell and valve box.Certification of the H-20 load rating must be supplied at the time of submittals to Engineer. The wetwell shall be manufactured of fiberglass reinforced polyester (FRP) of depth and diameter as shown on the lift station elevation detail.
The wall thickness shall be adequate for the depth of the wetwell to maintain the H-20 LOAD RATING.

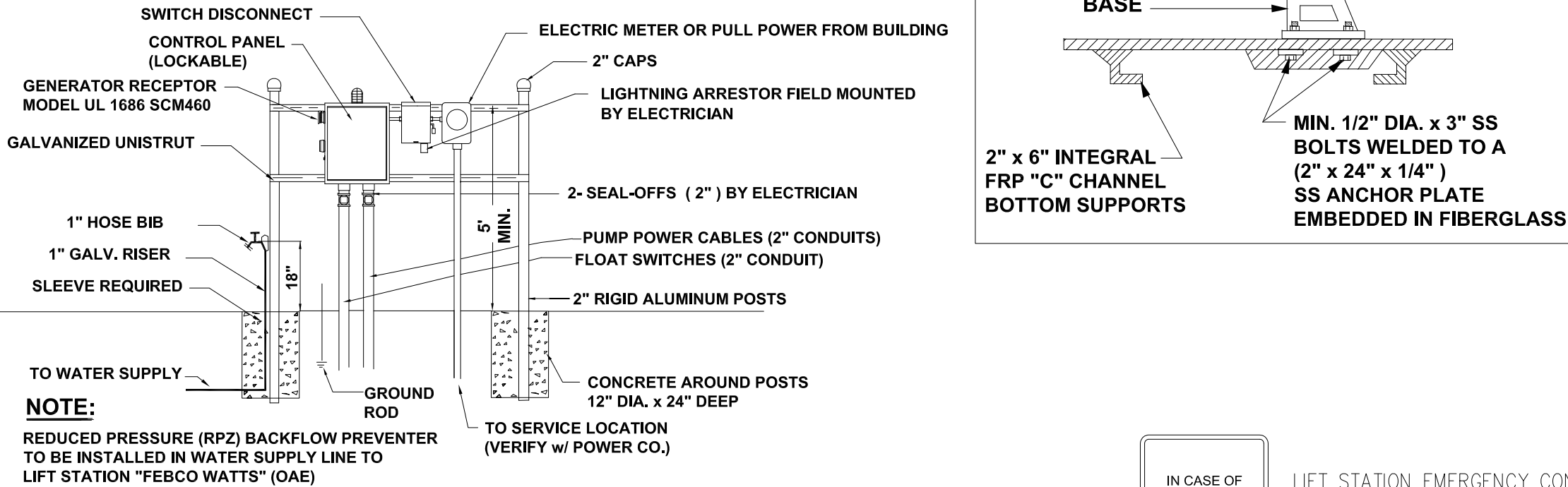
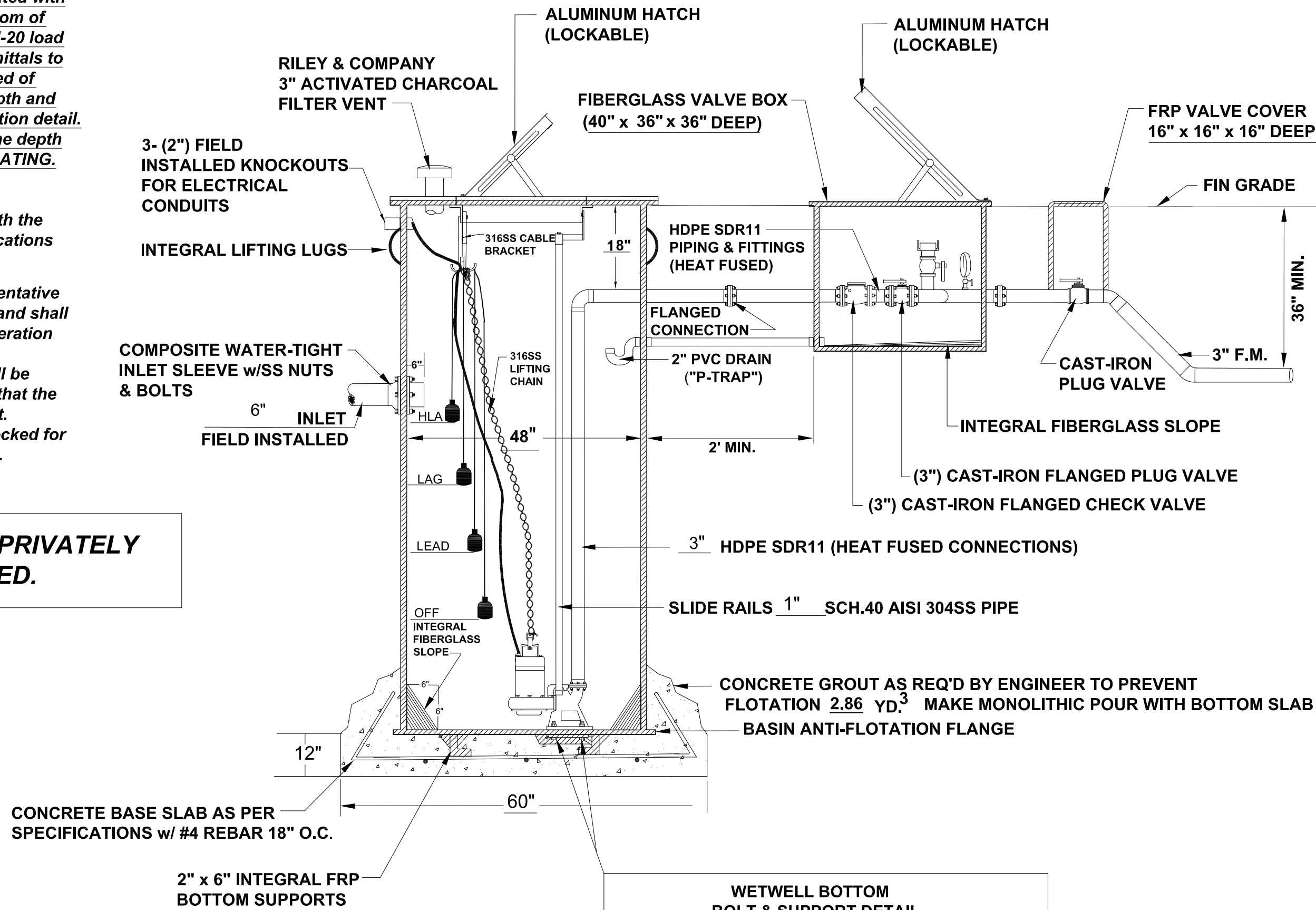
EXECUTION:
Installation shall be in strict accordance with the manufacturer's recommendations in the locations shown on the drawing.

INSPECTION & TESTING: A factory representative shall be provide for a one (1) time start-up and shall have complete knowledge of the proper operation and maintenance of complete system.
Megger the motors. The pump motors shall be megged out prior to the start-up to ensure that the insulation of the pump motor/cable is intact.
The pump controls and pumps shall be checked for mechanical reliability and proper operation.

LIFT STATION WILL BE PRIVATELY OWNED AND MAINTAINED.



NOTE: PUMP CONTROL PANEL SHALL BE LOCATED 3 FEET FROM WETWELL PERIMETER AT POINT "A"



ELECTRICAL RISER FOR
ILLUSTRATION PURPOSES ONLY

IN CASE OF
EMERGENCY,
CALL
"000-000-0000"
(24 HOURS)

LIFT STATION EMERGENCY CONTACT SIGN

- NOTES:
- SIGN SHALL BE ALL-WEATHER, (WATER-PROOF).
 - LETTERS AND NUMBERS SHALL BE 2" OR LARGER.

429 BUSINESS CENTER
PHASE II WEST
701, 707, AND 711 PINE STREET, OCOEE, FL
LIFT STATION DETAILS

revision	description	date
△	AGENCY COMMENTS	03.16.23
△	SJRWMD PAC	04.21.23
△	CITY COMMENTS	06.26.23
△	CITY COMMENTS	07.27.23

drawn by: JD
checked by: SGW
date: 08/05/2022
plot scale: AS SHOWN
project number: N/A
file name: C600-DTLS-WEST-21TSGD001.DWG

The Landscape Contractor shall be responsible for all materials and all work as called for on the landscape plans. The list of plant quantities accompanying the plans shall be used as guide only. If a discrepancy occurs between the plans and the plant list, the plans shall control.

The Landscape Contractor shall be wholly responsible for the stability and plumb condition of all trees and shall be legally liable for any damage caused by the instability of any plant material. Staking of trees shall be done utilizing a method prescribed by Orange County Public Schools.

All plant material areas shall have an automatic underground irrigation system providing 100% coverage. See Irrigation Design Plans for extent of irrigation for sodded areas.

All nursery stock plant material shall be Florida #1 or better in accordance with Grades and Standards for Nursery Plants Parts I & II, latest edition as published by the Florida Department of Agriculture and Consumer Services- Division of Plant Industry.

All container grown material shall be weed free, healthy, vigorous, well rooted plants, and established in the container in which they are delivered to the site. The plants shall have tops which are good quality and in a healthy growing condition. Established container grown plant material shall be grown in that container sufficiently long enough for the new fibrous roots to have developed enabling the root mass to retain it's shape when removed the container. Plants which have become root bound in the container are unacceptable.

Granular fertilizer shall be uniform in composition, dry and free flowing. This fertilizer shall be delivered to the site in the original unopened bags bearing the manufacturer's statement of analysis. Granular fertilizer shall be a controlled release variety meeting the following requirements: sixteen percent (16%) nitrogen, four percent (4%) phosphorus, eight percent (8%) potassium, plus iron.

Plant size	16-4-8
1 gallon	1/4 lb.
3 gallon	1/3 lb.
5 gallon	1/3 lb.
7-15 gallon	1/2 lb.
1" - 6" caliper	2 lbs. per 1" caliper
6" + caliper	3 lbs. per 1" caliper

All Fertilizer shall be applied no sooner than 30 days after plant material, trees, and sod has been installed

Planting soil for use in preparing the backfill material for planting pits shall be added a rate of fifty percent (50%) planting soil to fifty percent (50%) existing soil. This soil mix shall be used in all plant pits. Planting soil shall be a fertile, friable natural topsoil of loamy character. It shall contain forty (40) to fifty (50) percent decomposed organic matter and be free of heavy clay, stones larger than 1" in diameter, noxious weeds and plants, sod, partially disintegrated debris, insects or any other undesirable material, plants or seeds that would be toxic or harmful to plant growth.

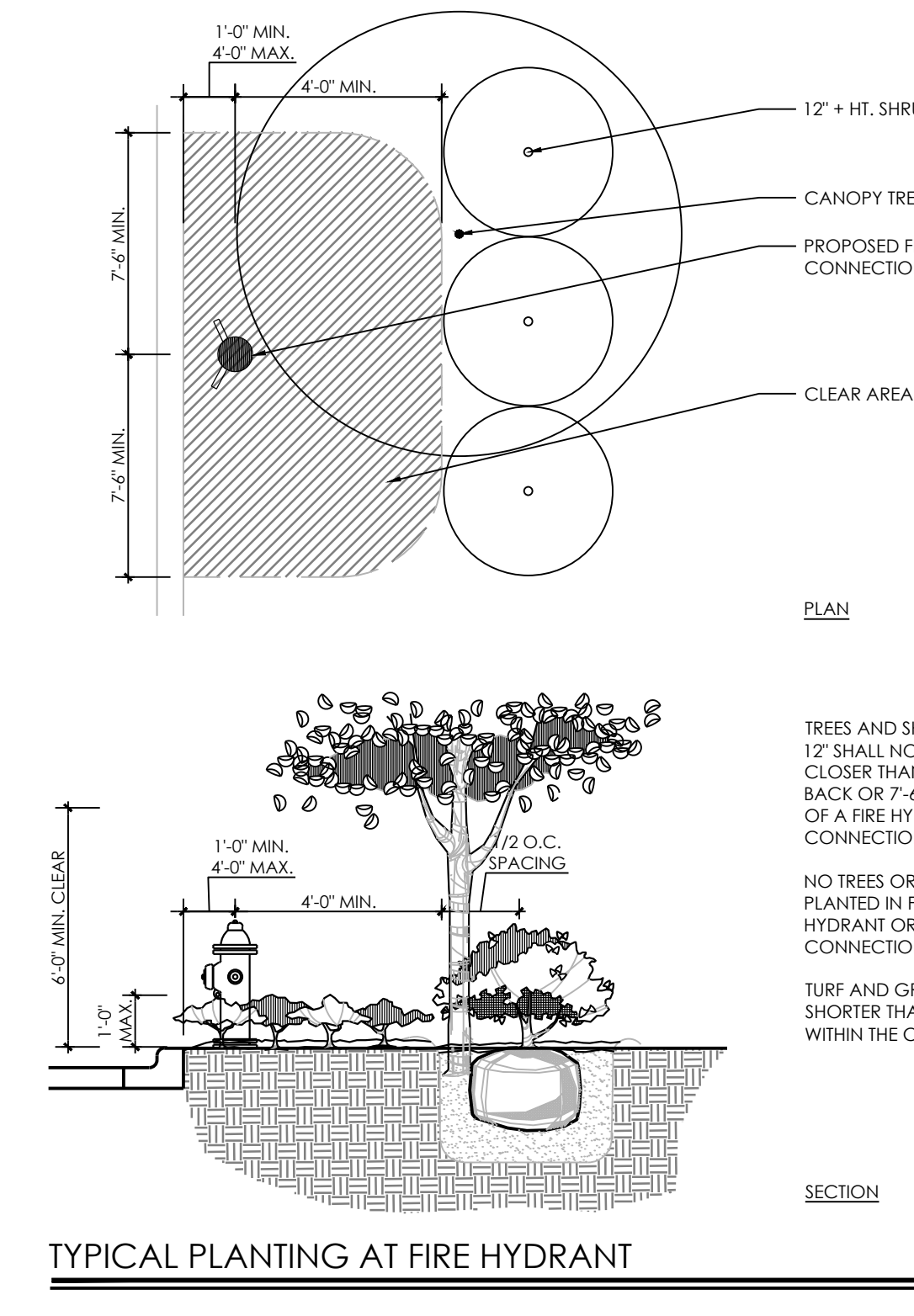
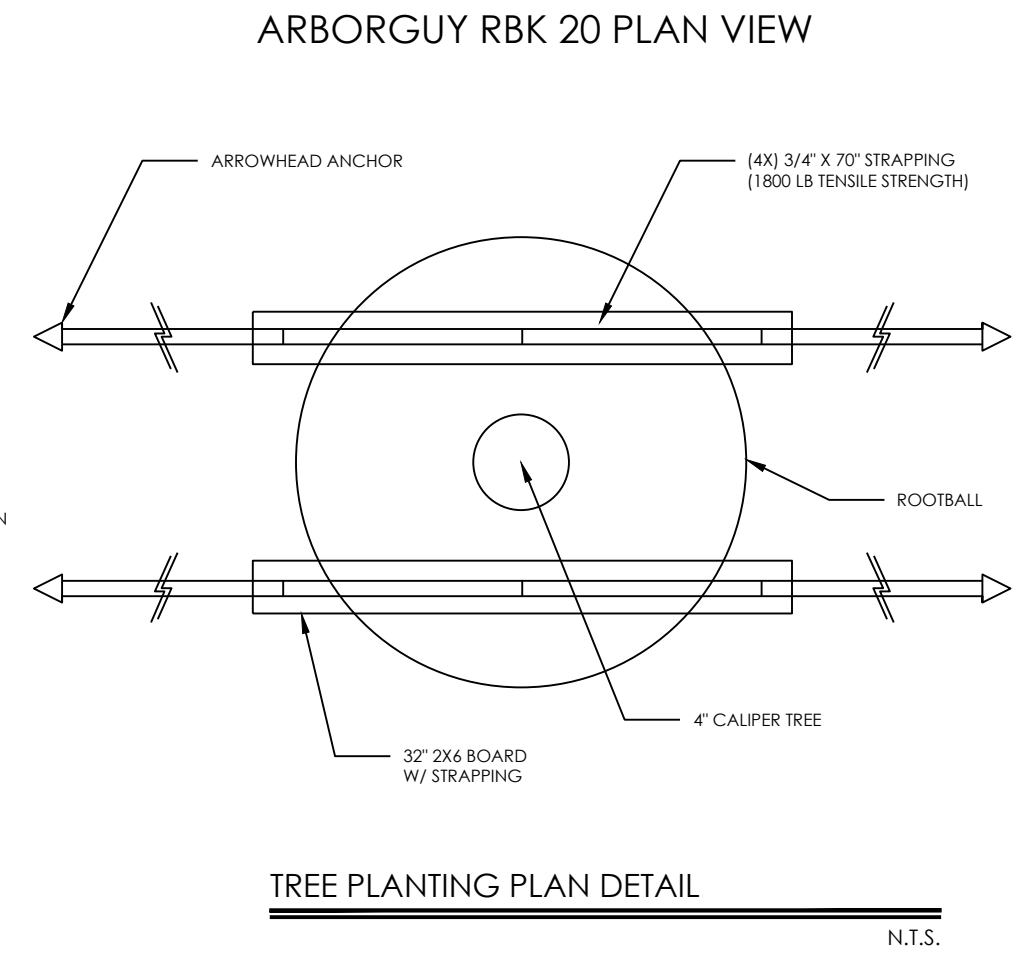
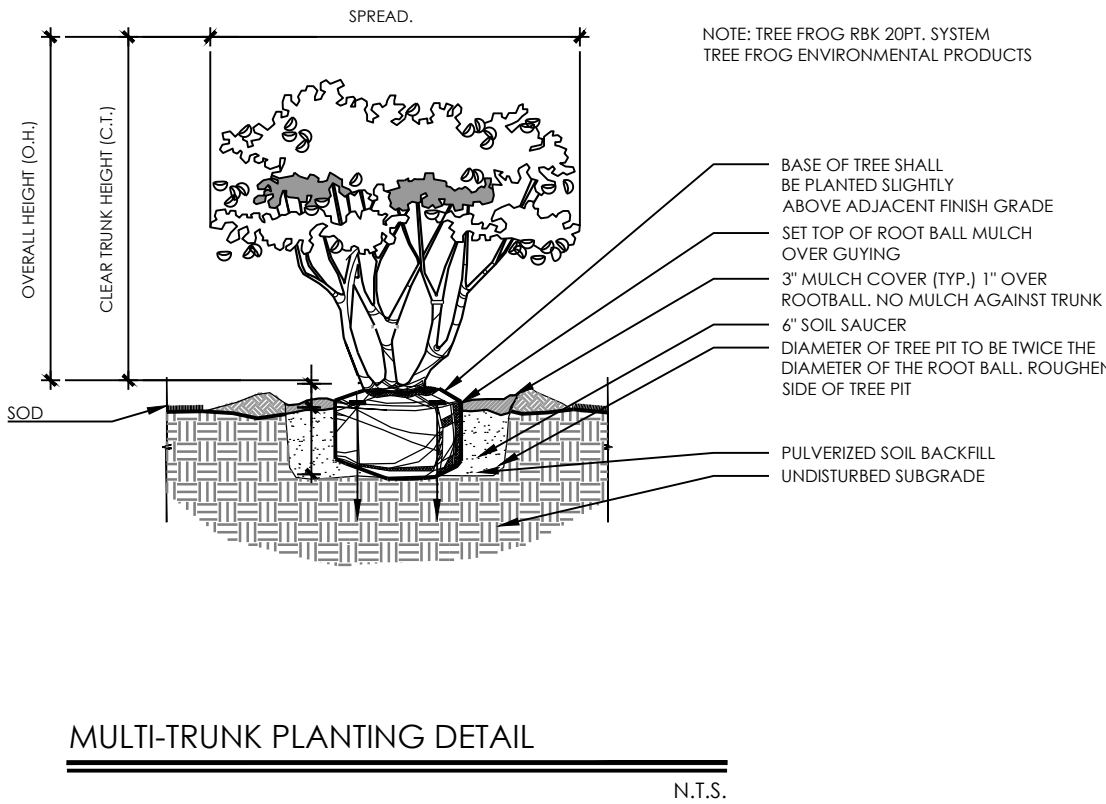
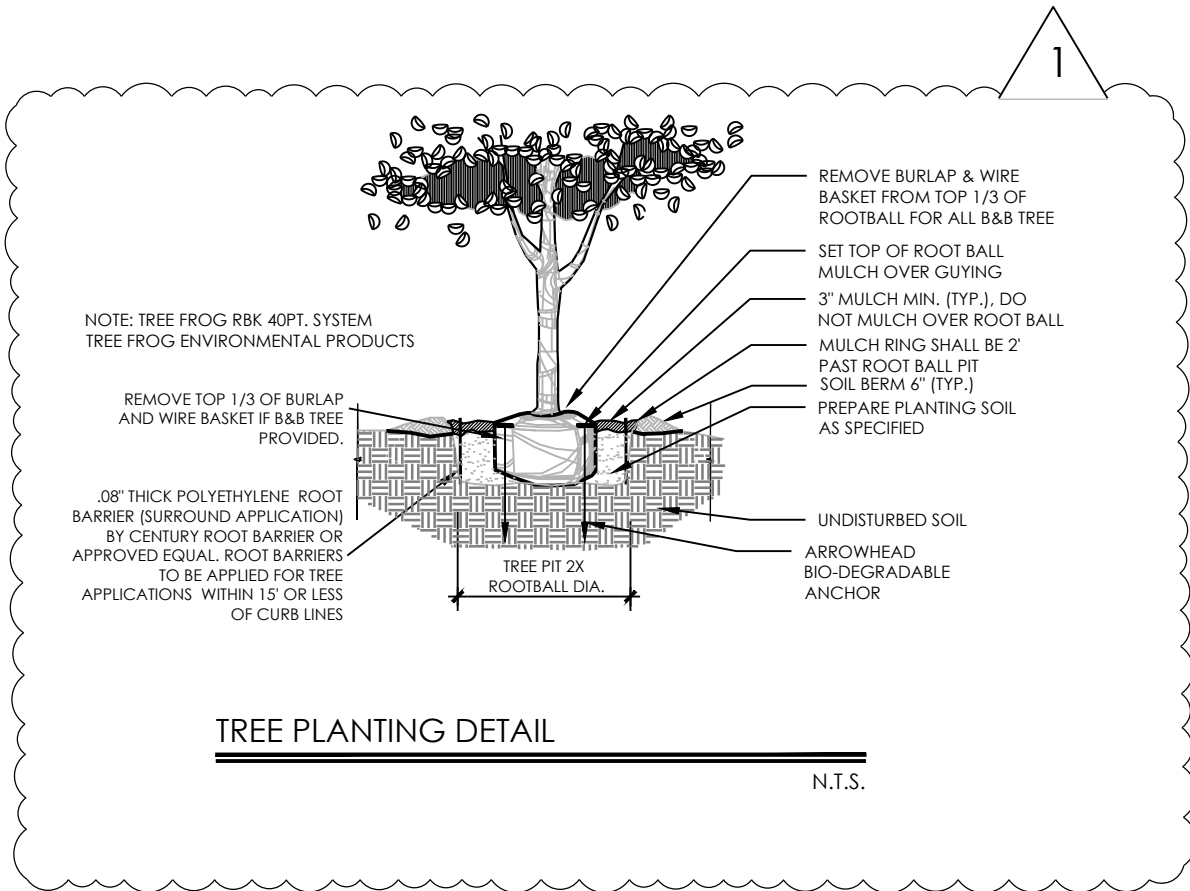
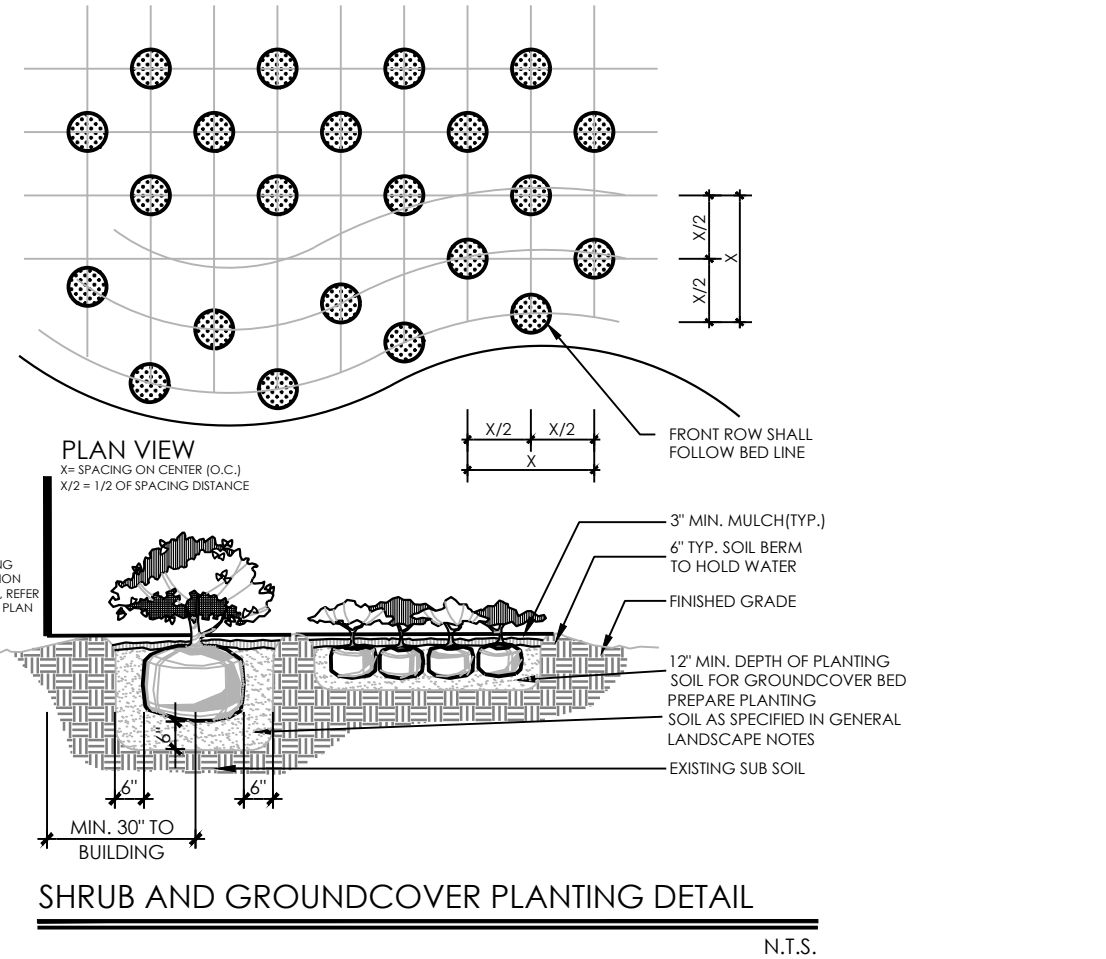
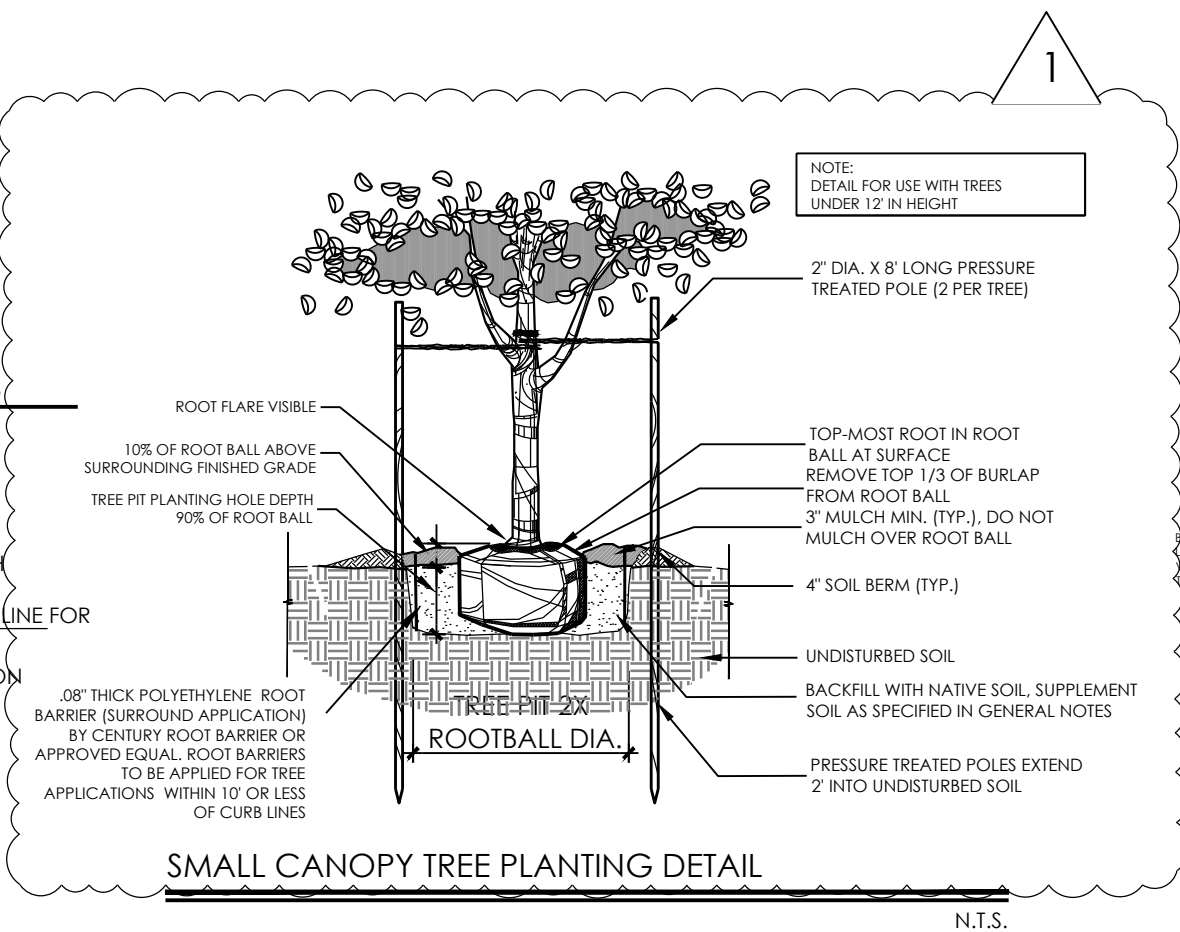
All plant beds and tree watering basins shall be top dressed with three inches (3") of pine bark nuggets.

Refer to Landscape Plan for limits of sod.

All lawn areas to receive sod shall be disked four (4) to six (6) inches and graded to establish a level finished grade ensuring positive drainage from all structures. All debris shall be removed from the site.

See plant list for specific sod species and locations.

See 'Fertilizer' for requirements of all sodded areas.



**385 Douglas Avenue, Ste 2100
Altamonte Springs, FL 32714
Telephone 407.478.8750
Facsimile 407.478.8749**

Todd W Bonnett, RLA FL #LA1718

429 BUSINESS CENTER
PHASE II WEST
7701, 707, AND 711 PINE STREET, OCOEE, FL
LANDSCAPE NOTES & DETAILS

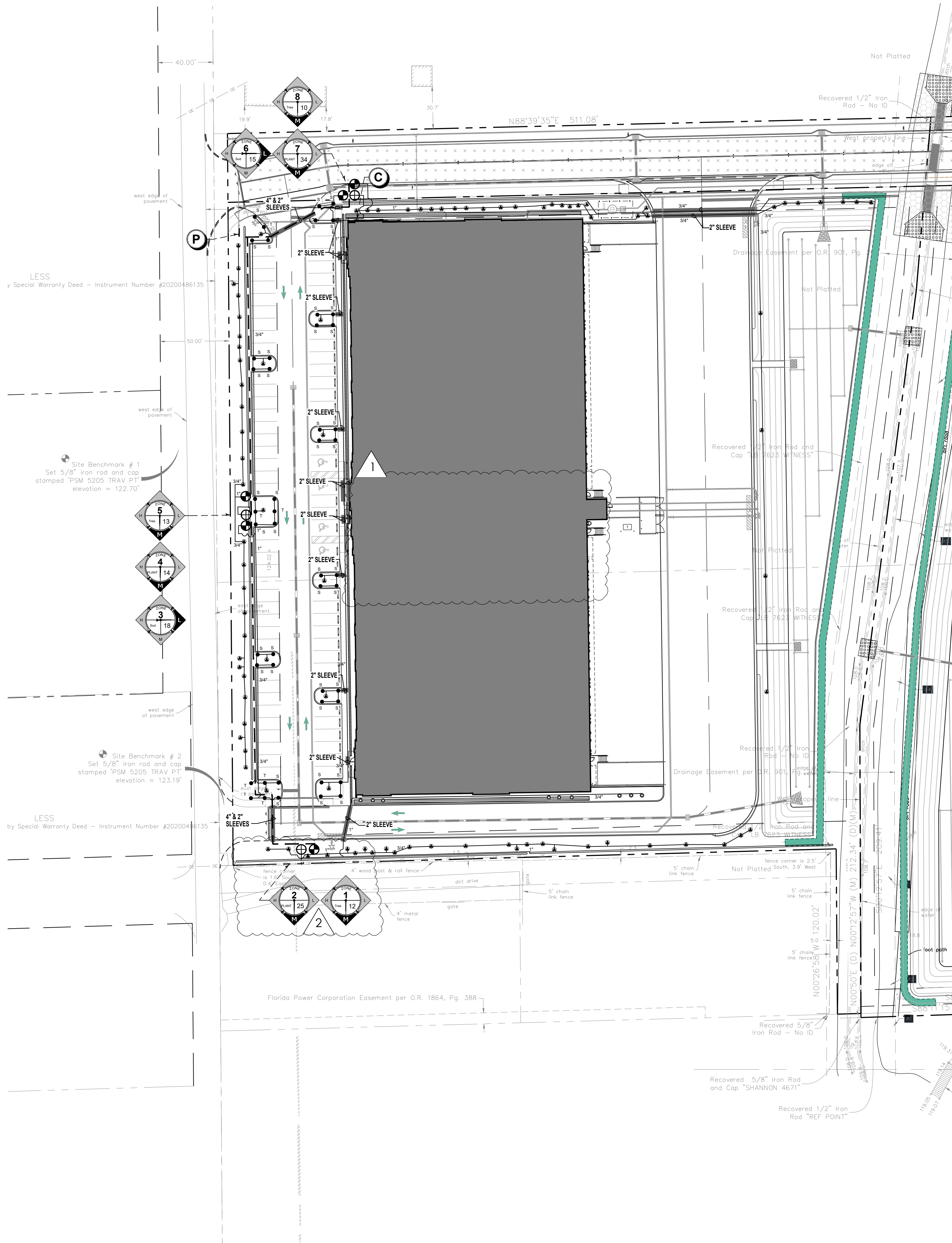
revision	description	date
A	AGENCY COMMENTS	03.20.2

drawn by: TWB
checked by: TWB
date: 11/02/2022
plot scale: AS SHOWN
project number: N/A
file name: 2022.139_L001-LA
BASE-WEST.DWG

L102

File Location : C:\Users\lisa-m\OneDrive\Work\lisa-m\l201\l201.dwg

Filename : 2022.139-IRRIGATION BASE-WEST.dwg Plot Date : Jun. 06, 2023 5:02pm



Bd

g

BONNETT design group, llc

landscape architecture

community planning

FL LC 26000341

400 S. Orlando Ave. Suite 201

Maitland, FL 32751

407.622.1588 voice

Klima

Weeks

CIVIL ENGINEERING

385 Douglas Avenue, Ste 2100

Altamonte Springs, FL 32714

Telephone 407.478.8750

Facsimile 407.478.8749

Todd W Bonnett, RLA FL #LA1718

429 BUSINESS CENTER

PHASE II WEST

701, 707, AND 711 PINE STREET, OCOEE, FL

IRRIGATION PLAN

revision	description	date
△	AGENCY COMMENTS	03.20.23
△	AGENCY COMMENTS	06.07.23
△		
△		
△		
△		

drawn by: TWB
checked by: TWB
date: 11/02/2022
plot scale: AS SHOWN
project number: N/A
file name: 2022.139_L001-IRRIGATION
BASE-WEST.DWG

L201

-

-

USE HUNTER MP ROTATOR NOZZLES

Diagram of a diamond-shaped water meter. The meter has a central dial with a needle. Labels with arrows point to various parts: 'ZONE NUMBER' points to the top of the diamond; 'GPM' points to the right side; 'SOD' points to the bottom; 'PLANT' points to the left side; and 'WATER USE' points to the bottom-left corner, with a legend below it showing 'HIGH', 'MEDIUM', and 'LOW' corresponding to different levels of the meter's scale.

THE NO



Todd

429 BUSINESS CENTER

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draw

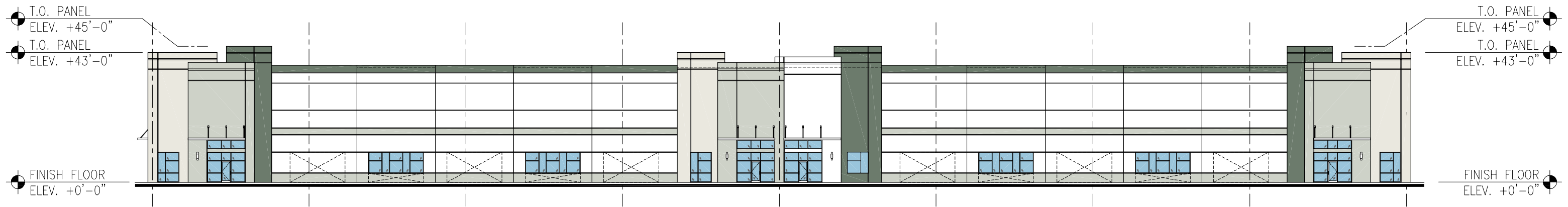
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date:

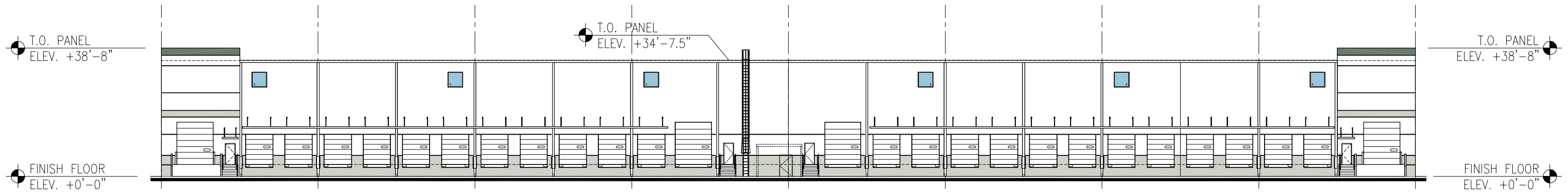
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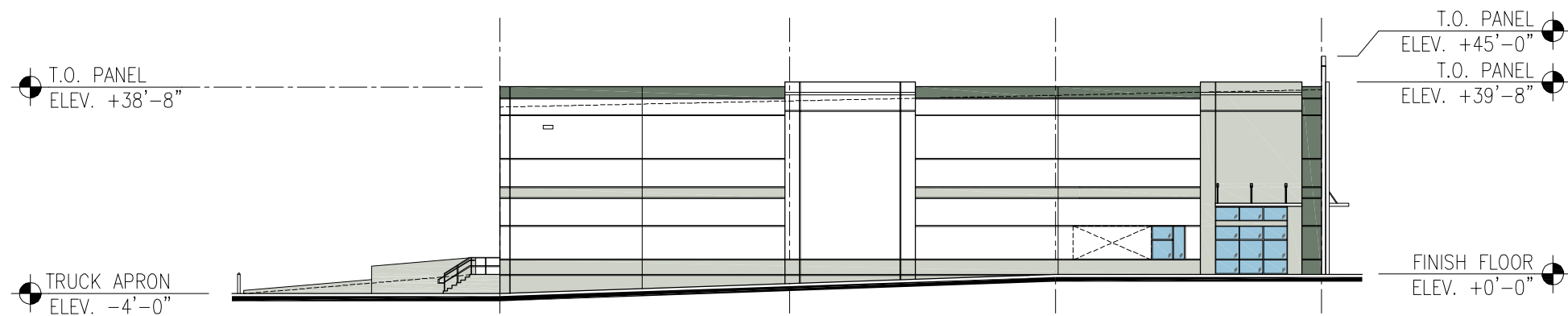
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FRONT ELEVATION

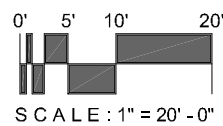


REAR ELEVATION



SIDE ELEVATION

- XP1 - SW 7004 "SNOWBOUND"
- XP2 - 0019 "MYSTIC FOG"
- XP3 - 0440 "PALE LODEN"
- XP4 - 0458 "MALARCA"



JUNE 7, 2022

BUILDING 600
429 BUSINESS CENTER
 OCOEE, FLORIDA

22182



THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

PREPARED BY:

Richard S. Geller, Esq.
FISHBACK DOMINICK, LLP.
1947 Lee Road
Winter Park, FL 32789

RETURN TO:

Melanie Sibbitt, City Clerk
CITY OF OCOEE
1 North Bluford Avenue
Ocoee, FL 34761

For Recording Purposes Only

DEVELOPMENT AGREEMENT
429 Business Center Phase II West Development

THIS DEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into as of the _____ day of December, 2023, by and between 409 OCOEE APOPKA, LLC, a Florida limited liability company, whose post office address is 250 South Orange Avenue, Suite 700, Orlando, Florida 32801 (together with its successors and assigns, hereinafter referred to as the “*Owner*”) and the CITY OF OCOEE, a Florida municipal corporation, whose mailing address is 1 North Bluford, Ocoee, Florida 34761 (hereinafter referred to as the “*City*”).

WHEREAS, Owner owns fee simple title to certain lands located within the corporate limits of the City of Ocoee, Florida, said lands being more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof (hereinafter referred to as the “*Property*”); and

WHEREAS, Owner has submitted to the City an application for a Large-Scale Preliminary Site Plan for construction of 70,720 square feet of light industrial and flex warehouse space (the “*Application*”); and

WHEREAS, the Planning and Zoning Commission has held a public hearing to review the Application and at such hearing found the Application to be consistent with the intent of the Comprehensive Plan, Land Development Code and State Road (SR) 429 Overlay District Business Character Area and has recommended that the Ocoee City Commission approve the Application subject to conditions of approval; and

WHEREAS, the City has required that Owner execute this Agreement as a condition precedent to the consideration of the Application by the Ocoee City Commission; and

WHEREAS, the City has determined that the execution of this Agreement is essential to the public health, safety and welfare and the ability of the City to plan for proper traffic circulation and utility facilities and services in the vicinity of the Property in accordance with the Ocoee Comprehensive Plan; and

WHEREAS, the City has determined that final approval of the Application and development of the Property shall be subject to the terms, conditions and limitations hereinafter set forth; and

WHEREAS, pursuant to the Application of the Owner, on _____, 20____, the Ocoee City Commission approved the Large-Scale Preliminary Site Plan Application; and

WHEREAS, the provisions of Section 4-10 of Article IV of the Ocoee Land Development Code require that Owner and the City enter into a development agreement incorporating all plans and conditions of approval by reference; and

WHEREAS, Owner and the City desire to execute this Agreement in order to fully comply with the provisions of the Ocoee Land Development Code.

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 to grant or waive on behalf of the City any development approvals that may be required in connection with the Final Site Plan (as defined below) or the Owner's development of the Property. Notwithstanding this Agreement, the Owner must comply with all applicable procedures and standards relating to the development of the Property.

Section 3. Development of the Property.

A. Owner hereby agrees to develop the Property in accordance with that certain Large-Scale Preliminary Site Plan for the Property, date stamped as received by the City on _____ (hereinafter referred to as the "**Site Plan**"), with such changes thereto as may be agreed upon in the approval of a Final Site Plan for the Property (the "**Final Site Plan**"). The Site Plan is hereby incorporated herein by reference as if fully set forth herein.

B. The use of the Property, in accordance with the Site Plan, is for Light Industrial and Flex Warehouse Space.

C. Owner hereby agrees that the Property shall be developed in accordance with and is made subject to those certain Conditions of Approval attached hereto as **Exhibit "B"** and by this reference made a part hereof (the "**Conditions of Approval**"). Owner further agrees to comply with all of the terms and provisions of the Conditions of Approval.

D. Except as otherwise expressly set forth in this Agreement, the Site Plan and the Final Site Plan, it is agreed that (1) Owner shall comply with the zoning and

subdivision regulations of the City as set forth in the Ocoee Land Development Code, as it may from time to time be amended, and (2) all preliminary site plans and final site plans for the Property or any portion thereof shall conform to the Ocoee Land Development Code requirements in effect at the time of approval of any such plans. In the event of any conflict between the provisions of the Ocoee Land Development Code, as it may from time to time be amended, and this Agreement, the Site Plan or the Final Site Plan, as applicable, it is agreed that the provisions of this Agreement, the Site Plan or the Final Site Plan, as applicable, shall control.

E. Utility Improvements. The Owner shall be responsible for all of the following utility improvements:

- 1) All onsite water and sewer shall be privately owned and maintained.
- 2) All public utilities within easements and private utilities constructed within public rights-of-way shall be constructed to City standards.
- 3) No trees, shrubs or bushes shall be constructed on top of or within 10 feet of public utilities.
- 4) The Owner shall construct an on-site private lift station and force main with connection to the 429 Business Center Phase II East force main. Force main shall not be located within the right-of-way of the new east-west road.
- 5) Owner shall extend a new ductile iron watermain westward from the watermain constructed as part of the 429 Business Center Phase II East watermain to Pine Street. Line size shall be approved by Utilities under the Final Site Plan review.
- 6) Fire service shall be supplied from Ocoee Apopka Road.

F. Drainage: Mass-grade permit (issued prior to site plan approval)

- a) Protection of erosion
- b) Timing of permit
- c) Must have SJRWMD Permit

G. Final Site Plan Drainage

- a) Phase drainage plan
- b) Easement language – Dedication of wetlands

- c) Drainage/stormwater run-off shall be maintained on-site

H. Clear and grub permit

- a) A Stormwater Prevention Plan (SWPP) is required as part of a permit for the clearing and grubbing of land.
- b) Clear and Grub and or Mass Grading permit can be issued before Final Site Plan approval.

I. Transportation Improvements

- a) [Intentionally deleted].
- b) Design and construction to City standards of a new east-west road as a 50-ft public right-of-way from the 429 Business Center Phase II East boundary to Pine Street. Right-of-way dedication and design and construction of the new east-west road shall be at no cost to the City. Completion and dedication of the right-of-way shall be a condition precedent to obtaining a certificate of completion or occupancy for the Property; provided, however, that the City will accept the dedication of the right-of-way upon the satisfaction of all requirements for such dedication pursuant to applicable law.

Section 4. 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 at the address appearing on the first page of this Agreement, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address appearing on the first page of this Agreement, or such other person or address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Section 5. Binding Effect and Successors. This Agreement shall run with the Property and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all parties to this Agreement. The rights granted to Owner under this Agreement relate specifically to the Property and are not permitted to be transferred to any other property.

Section 6. Recordation of Agreement. The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at Owner's expense, in the Public Records of Orange County, Florida. The City will, from time to time upon request of Owner, execute and deliver letters affirming the status of this Agreement subject to reimbursement by Owner for all fees and costs incurred by the City.

Section 7. Title to Property. Owner warrants and represents to the City that it is the fee simple owner of the Property, free and clear of any mortgages or liens, or, in the event a mortgage or lien exists, Owner, at Owner's sole cost, shall obtain the necessary joinders and consents and subordinations to this Agreement (and documents called for herein) or releases from the appropriate parties with an interest in the Property. Owner shall provide to City, certified surveys, title reports or other documents evidencing such ownership interest.

Section 8. 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 9. 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 10. 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 11. Further Documentation. The parties agree that at any time following a request therefor 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 12. Default. In the event of a breach, default, or violation of one or more of the material provisions herein by the Owner or the City, the violating party shall be given sixty (60) days to cure such violation upon receipt of written notice of the breach, default or violation from a non-violating party. In the event of a breach of this Agreement by the Owner or its successors and assigns that also constitutes a violation(s) of development order conditions and of a violation(s) of the Ocoee Land Development Code, the City may, in addition to other remedies, pursue code enforcement remedies afforded by law to cause the correction of such violation(s). In the event of a breach that is not cured within the aforementioned sixty (60) day notice period, the City shall be permitted to without further notice and Owner's opportunity to cure immediately withhold the issuance of and issue stop work orders on, certificates of occupancy, site permits and building permits associated with the Property, or any combination thereof, in the event Owner or its successors and assigns in interest, is in violation of any Florida Building Code, City of Ocoee Code of Ordinance or Ocoee Land Development Code provision(s) until the Owner's cure thereof consistent with such code. Notwithstanding anything to the contrary contained herein, in the event a Lender or a Successor Owner acquires title to the Property, neither such Lender nor any Successor Owner shall have any obligation to commence or complete the development of the Property (except as may be required by the City to satisfy life safety-related regulations) and in the event of any failure or election of any Successor Owner to so commence or complete, the City's only remedy hereunder shall be to terminate this Agreement and revoke its approval of the Site Plan and the Final Site Plan; provided, however, that upon the request of the City and at no cost to the City, the Lender or Successor Owner, as applicable, will convey to the City the portion of the Property on which the 50-foot public right-of-way described in Section 3(I) above was to be constructed. As used in this Section 12, (x) "Lender" means any lender making a loan secured by the property and (y) "Successor Owner"

means Lender (or its designee or nominee) or any purchaser who acquires title to the Property via a foreclosure or deed-in-lieu of foreclosure in connection with the exercise of Lender's remedies under any such loan secured by the Property.

Section 13. 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, legal assistants' 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 14. Non Waiver of Sovereign Immunity. Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

Section 15. 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 16. 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 17. Severability. If any 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.

Section 18. Effective Date. The Effective Date of this Agreement shall be the date when the City signs the Agreement.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, Owner and the City have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

Signed, sealed and delivered in the presence of

OWNER:

409 OCOEE APOPKA, LLC, a Florida limited liability company

Print Name

By: _____

Name:

Print Name

Title:

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, as Manager of 409 Ocoee Apopka, LLC, a Florida limited liability company, who [] is personally known to me or [] produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of December, 2023.

Signature of Notary

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:

Print Name: _____

Print Name: _____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA. Approved as to form and legality this _____ day of _____, _____.

FISHBACK DOMINICK, LLP

By: _____
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, 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 _____ day of _____, _____.

CITY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

(SEAL)

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

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal):

EXHIBIT "A"

LEGAL DESCRIPTION

FOR INFORMATION ONLY: ADDRESS: 701, 707 & 711 PINE ST (PARCEL ID: 18-22-28-0000-00005, 18-22-28-0000-00106, 18-22-28-0000-00105)

NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA (LESS THE WEST 448 FEET OF THE SOUTH 100 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST AND LESS THE LAND LYING EAST OF CENTER LINE OF THE DITCH SURVEY LINE DESCRIBED AS FOLLOWS: COMMENCE ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 18 AT A POINT 343.6 FEET NORTH OF THE SOUTHEAST CORNER THEREOF AND RUN SOUTH 89°02'48" WEST, 55.17 FEET; THENCE RUN NORTH 51°44'12" WEST, 996.47 FEET; THENCE RUN NORTH 00°57'42" WEST, 298.7 FEET; THENCE RUN NORTH 00°30'18" EAST, 290.02 FEET; THENCE RUN NORTH 00°46'42" WEST, 255.38 FEET; THENCE RUN NORTH 07°33'18" EAST, 318.92 FEET; THENCE RUN NORTH 04°59'18" EAST, 149.98 FEET; THENCE RUN NORTH 13°21'18" EAST, 152.42 FEET; THENCE RUN NORTH 02°18'42" WEST, 150.8 FEET TO THE NORTH LINE OF SAID SECTION 18);

ALSO LESS THE SOUTH 20 FEET OF THE WEST 449 FEET OF THE ABOVE DESCRIBED PARCEL.

LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF OCOEE BY SPECIAL WARRANTY DEED RECORDED SEPTEMBER 16, 2020, IN OFFICIAL RECORDS INSTRUMENT NUMBER 20200486135, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

EXHIBIT “B”

CONDITIONS OF APPROVAL

Section A. General

1. The City of Ocoee, Florida (the “**City**”) is subject to the terms, provisions and restrictions of Florida Statutes, Chapter 163, concerning moratoria on the issuance of building permits under certain circumstances. The City has no lawful authority to exempt any private entity or itself from the application of such state legislation and nothing herein shall be construed as such an exemption.
2. This project shall be developed in two (2) phases.
3. Each phase of the project will stand on its own with respect to public services (sewer, water, stormwater management, access and other related services).
4. Except as specifically noted on this plan, development of the property shall be consistent with the requirements of the City of Ocoee Code of Ordinances (the “**Code**”), which Code includes Chapter 180, the City of Ocoee Land Development Code (the “**Land Development Code**”).
5. Nothing herein shall be construed to waive any provision of the Land Development Code except to the extent expressly set forth on a waiver table or explicitly set out on the plan.
6. Any damage caused to any public streets as a result of the construction activities related to the project shall be promptly repaired by the Owner to the applicable governmental standards at the Owner’s sole cost and expense.
7. There shall be no access from the property to any public streets except at the approved locations shown on the approved Final Site Plan.
8. All existing structures (including buildings, power lines, existing aerial and utility facilities) will be removed and/or terminated prior to or during construction of the development replacing those uses.
9. All legal instruments including, but not limited to (i) declarations of covenants, easements and restrictions for the property, if any; (ii) articles of incorporation and bylaws of the property owners’ association, if any (the “**Association**”); and (iii) warranty deeds, easements and bill of sale documents to the Association, the City, the County and/or the St. Johns River Water Management District (“**SJRWMD**”) shall be provided to the City for review and approval prior to platting all or a portion of the property.
10. Parking within the Property shall be provided in accordance with the Land Development Code or as otherwise set forth in the Final Site Plan.

11. Each fire hydrant shall be painted OSHA yellow in color and a blue reflective marker shall be affixed to the street in the center of the lane closest to each hydrant.
12. The Owner of the Property shall be responsible for installing reuse lines along with the other subdivision infrastructure. At such time as reuse water is available to the Property, the Owner shall be responsible for connection to the reuse system lines.
13. Pursuant to the Land Development Code, all signage must be consistent with the legally assigned name of the development. Any subsequent change to the name of the development must be approved by the City Commission of the City.
14. To the extent these Conditions of Approval conflict with the Land Development Code, the provisions of these Conditions of Approval shall control.

Section B. Trees

1. All landscape areas will be irrigated and have an automatic rain sensor.

Section C. Easements/Utilities

1. All cross access, utility and drainage easements shall be provided prior to or at the time of permit issuance.
2. All existing onsite utilities including electrical, cable, TV, and telephone located in the road right of way shall be relocated as necessary and shall remain overhead.
4. Unless otherwise noted, there shall be a ten-foot (10') utility and drainage easement adjacent to all street rights-of-way.
5. Final easement dimensions will be shown on the Final Site Plan and will be sized to meet City requirements.
6. A perpetual, non-exclusive access easement over all internal roadways and other paved areas is hereby granted in favor of the City and other applicable authorities for law enforcement, fire and other emergency services. The City may require that the owner execute an easement in recordable form with respect to the foregoing.
7. An emergency access easement to the retention ponds and over all drainage easements shown on the Final Site Plan is hereby granted to the City for emergency maintenance purposes. The emergency access easement will not impose any obligation, burden, responsibility of liability upon the City to enter upon the property it does not own or take any action to repair or maintain the drainage system on the property.

Section D. Association

1. Intentionally deleted.

Section E. Streets

1. Final street naming will be coordinated through the City.
2. The street identified as “New Road” on the northern border of the Property will be dedicated to the public following completion of the extension of Pine Street and the dedication thereof to the City.
3. Street lights, security lights and lighting for common areas meeting current Land Development Code requirements shall be installed by the Owner prior to Certificate of Completion at the Owner’s expense.
4. Intentionally deleted.
5. The Owner shall construct appropriate curbs cuts to enable construction of ramps at all rights-of-way intersections (and other areas as reasonably required) in order to accommodate access to sidewalks and streets for persons who are in wheelchairs and other persons with disabilities. Sidewalks abutting each parcel or tract shall be constructed at the time of development of such parcel or tract. When sidewalks are constructed on corner locations, the sidewalks will be extended to the curb and the appropriate ramps will then be constructed. Sidewalks adjacent to common areas shall be constructed at the time of permanent construction of adjacent common areas.

Section F. Stormwater Management System

1. All wet retention ponds will be unfenced with a maximum 5:1 side slope into the pond. Dry retention ponds will remain unfenced with a maximum 4:1 side slope. Retaining walls utilized in retention ponds shall have fencing atop the wall locations.
2. The development of this project will incorporate the stormwater needs of all public roads within the project.
3. All building setbacks from all retention areas shall be fifteen feet (15’) feet from the top of the bank.
4. Unless otherwise specifically provided for, the SWMS, including all pipes, inlets, manholes, structures and retention ponds, will be owned, operated and maintained by the Owner.
5. Notwithstanding the conveyance of the retention ponds to the Owner or any provision to the contrary contained in these Conditions of Approval, the Owner shall remain responsible for the maintenance of the SWMS, including all retention ponds, until such time as:
 - i. the entire SWMS for the project is constructed and the appropriate Certificate of Completion is issued by both the City and the SJRWMD;
 - ii. the retention ponds intended to be conveyed to the Owner have in fact been conveyed to the Owner;

iii. the Owner is designated as the maintenance entity on the records of the SJRWMD and all transfer records required by the SJRWMD have been executed and accepted by SJRWMD;

iv. the City has been provided with a copy of the Owner's proposed maintenance plan with respect to the SWMS; and

v. the City has been provided with a written statement from the Owner acknowledging receipt of the Owner's proposed maintenance plan with respect to the SWMS and that the Owner is responsible for the maintenance of the SWMS.

6. All common area improvements including entry features, walls, landscaping and sidewalks along all roads, as well as landscaping around the retention pond tracts and any lift station tract shall be completed to the extent agreed to with City staff prior to issuance of the Certificate of Completion for those corresponding phases.

Section G. Wetlands/100 Year Flood Plain

1. All finished floor elevations will exceed the 100-year flood plain based elevation by a minimum of two (2) feet.

2. The Owner shall comply with all requirements of the City and other governmental entities with jurisdiction to protect the wetlands being preserved and to prevent any disturbance, siltation, or other construction below the natural wetland lines. Further, the areas below the natural wetland lines shall be fenced off (and silt fences shall be installed) during construction activities immediately adjacent to the wetlands, in order to minimize disturbances of the wetlands during construction.

3. Wetland and existing surface water impact for this property is regulated by SJRWMD and the Florida Department of Environmental Protection. General or individual permits are required from these agencies prior to commencement of construction.

4. At the time of submittal of the Final Site Plan review for the property, the Owner will map any jurisdictional wetland line on the site and establish a twenty-five (25) foot secondary buffer from that line. The usable area of the site will be reduced by this acreage and all development criteria will be reduced proportionately. Prior to or at the time of development of any portion of the property, if a Conservation and Drainage Easement is required, the Owner shall convey to the City the Conservation and Drainage Easement, the form of which shall be approved by the City prior to the conveyance.

Section H. Commercial Projects

Intentionally deleted.

Section I. Single-Family Residential Projects

Intentionally deleted.

Section J. Townhome Projects

Intentionally deleted.

Section K. Wekiva Study Area

1. Intentionally Deleted

Section L. West Orange Trail

1. Intentionally Deleted

STAFF REPORT

Meeting Date: December 5, 2023
Item #: 26

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Chinapen Property Small-Scale Comprehensive Plan Amendment from Low-Density Residential to Commercial & Rezoning from R-1A to C-2 - CPA-2023-002 & RZ-23-09-09. (Zoning Manager Whitfield)

Background Summary:

Owner/Applicant: Johnny Chinapen

Parcel ID and Site Location: The property is assigned parcel ID number 18-22-28-0000-00-109 and is located in District 3 on the north side of Palm Drive, approximately 160 feet west of the Pine Street and Palm Drive intersection.

Property Size: 1.65 acres

Existing Future Land Use Designation: Low Density Residential

Existing Zoning: R-1A

Actual land use, proposed land use and unique features of the subject property: The property is currently vacant with no unique environmentally sensitive features. The property owner currently does not have a proposed use and only seeks to amend the FLUM designation and rezone the property to allow for commercial development in the future.

	Current	Proposed
Future Land Use Map (FLUM) Designation	Low Density Residential (Density: max of up to 4 units/acre)	Commercial (FAR: 3.0)
Zoning District	R-1A	C-2

The current future land use designations, zoning and existing land uses of the surrounding properties are as follows:

DIRECTION	FUTURE LAND USE (FLU) DESIGNATION	ZONING CLASSIFICATION	EXISTING LAND USE
North	Low Density Residential (LDR)	R-1A	Single family residential use
East	LDR	R-1A	Single family residential use
South	Medium Density Residential & Commercial	RT-1 & A-2	Mobile home subdivision & vacant land
West	LDR	R-1	SR 429

Potential Development: There are currently no proposed uses for this property. However, based on the maximum development potential of the FLU designation, the current Low Density Residential (LDR) FLU designation would allow up to six (6) dwelling units. If the proposed Commercial FLU designation were approved, the property would be allowed a floor area ratio (FAR) of 3.0, which could yield up to 215,662 square feet of commercial land use. As the proposed C-2 zoning district is a conventional zoning classification, the development of the property will be required to comply with the requirements of the C-2 zoning district, in terms of permitted uses, building setbacks, building heights, maximum impervious surface area, etc., and with other Land Development Code (LDC) design requirements for commercial uses, including stormwater, parking, circulation, access, landscaping, buffering, etc.

Special Overlays. The subject property is located within Sub-Area A of the Business Center Character Area of the State Road (SR) 429 Overlay District, adopted by Ordinance No. 2017-020 on July 18, 2017. Prior to the adoption of the Overlay, the City held three (3) public hearings on June 13, 2017 (Planning and Zoning Commission), June 20, 2017 (City Commission First Reading/Public Hearing), and July 18, 2017 (City Commission Second Reading). No citizens spoke in opposition to the proposed Overlay or raised concerns relative to transportation or impacts on residential uses within the Overlay area. The property owner's request to convert the property to Commercial with a C-2 zoning district is consistent with the intent of the Business Center Character Area to provide opportunities for office and retail uses in Sub-Area A.

Wekiva Study Area. The subject property is in the Wekiva Study Area; however, based on the Figure 6.5 of the *City of Ocoee Guide to the Wekiva Study Area Requirements*, there are no karst features, Type A soils, sensitive natural habitats, or other protected features.

Transportation. The property will continue to be accessed via Palm Drive, which has been approved for realignment at its intersection with Ocoee Apopka Road. The transportation network in this area, in terms of both capacity and circulation, will be improved with planned traffic improvements associated with the Florida Department of Transportation (FDOT) State Road 438/East Silver Star Road Complete Streets Project as well as planned project-related improvements north of this area. Furthermore, because of LDC requirements for minimum parking, circulation, landscape, buffer, and stormwater requirements, evaluation of traffic demands based on the maximum development potential for the proposed Commercial FLUM designation is not necessary. However, a traffic operations analysis may be required at time of site plan review when a development comes in for consideration by the City.

Utilities. The property can be served by City water service, but sewer service is not available. At time of site plan review, the developer would need to coordinate with Ocoee Utilities for connection to sewer services or any needed upsizing of water service lines.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinances for a Small Scale Comprehensive Plan Future Land Use Map Amendment from Low Density Residential to Commercial and corresponding Rezoning from R-1A to C-2 for the Chinapen Property, assigned parcel ID number 18-22-28-0000-00-109?

Recommendations:**Development Review Committee (DRC) Recommendation:**

The DRC met on Tuesday, November 7, 2023, to consider the proposed Small-Scale Comprehensive Plan Future Land Use Map Amendment and associated Rezoning, and, identifying no issues, made a recommendation of approval to convert the property from Low Density Residential (LDR) to Commercial (COMM) and rezone the property from R-1A to C-2.

Planning & Zoning Commission (PZC) Recommendation:

The PZC considered this item at its Tuesday, November 14, 2023, public hearing and, identifying no issues, made a recommendation of approval for the proposed Small-Scale Comprehensive Plan Future Land Use Map Amendment and associated Rezoning to convert the property from Low Density Residential (LDR) to Commercial (COMM) and rezone it from R-1A to C-2.

Staff Recommendation:

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed ordinances for a Small Scale Comprehensive Plan Future Land Use Map Amendment from Low Density Residential to Commercial and corresponding Rezoning from R-1A to C-2 for the Chinapen Property, assigned parcel ID number 18-22-28-0000-00-109.

Attachments:

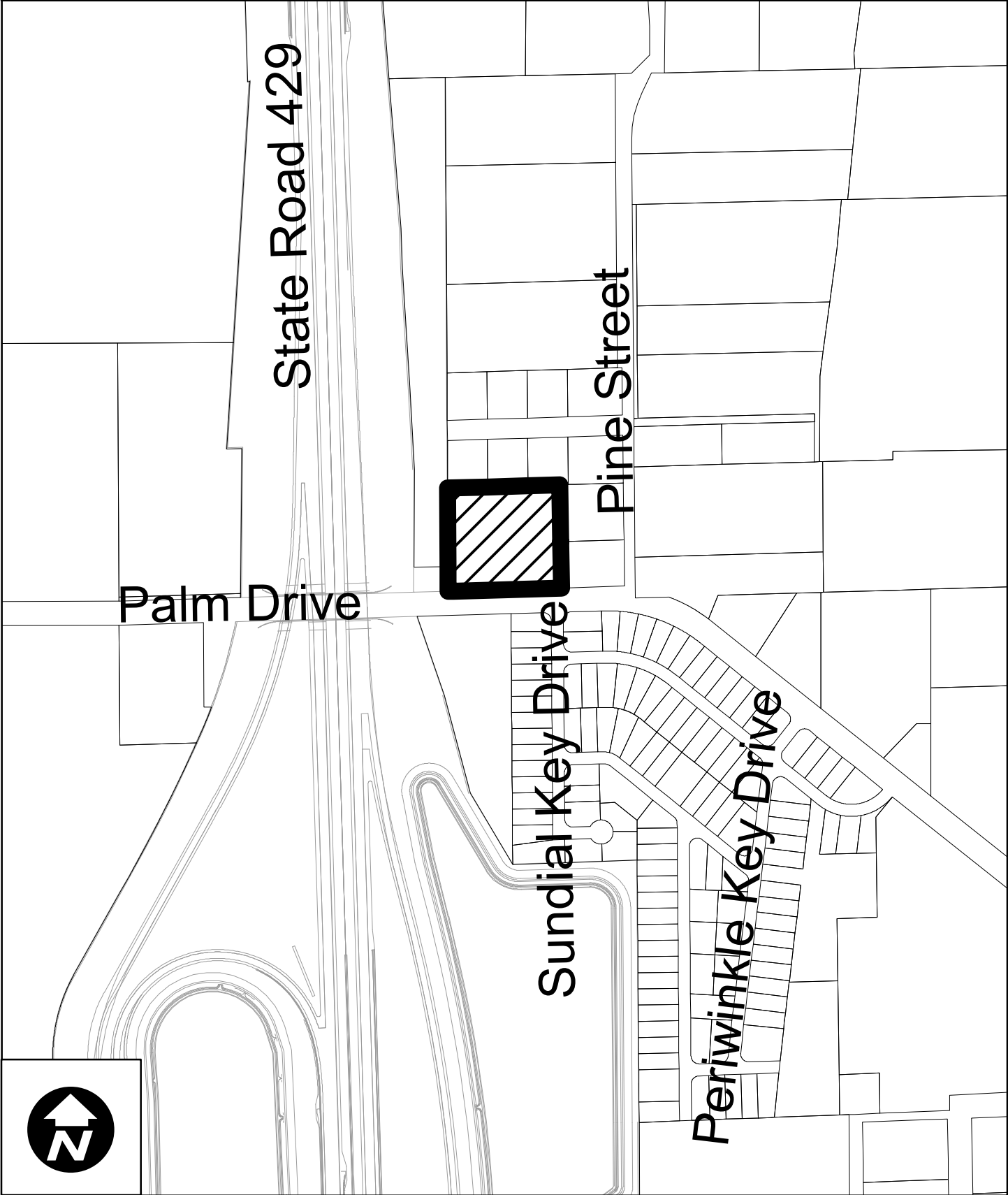
1. Chinapen_Location
2. Chinapen_Aerial
3. Chinapen_Zoning
4. Chinapen_FLU
5. SSCPA Ordinance - Chinapen Property
6. Rezoning Ordinance - Chinapen Property

Financial Impacts:

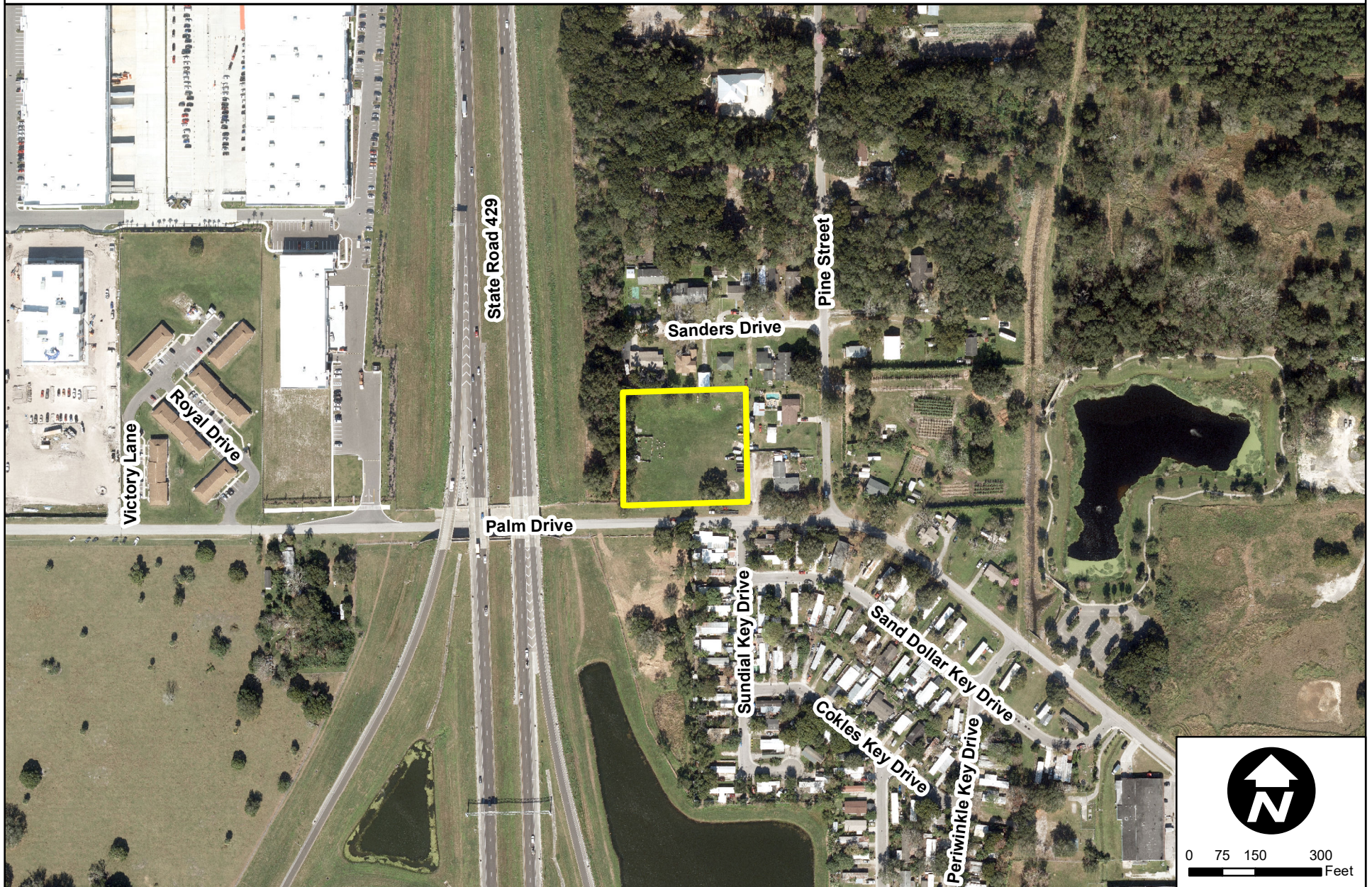
No financial impacts are anticipated.

Type of Item: First Reading

Chinapen Property - Comprehensive Plan Amendment & Rezoning Location Map



Chinapen Property - Comprehensive Plan Amendment & Rezoning Aerial Map



Chinapen Property - Comprehensive Plan Amendment & Rezoning Surrounding Zoning Map



OCOEE
Florida
Development Services
Department

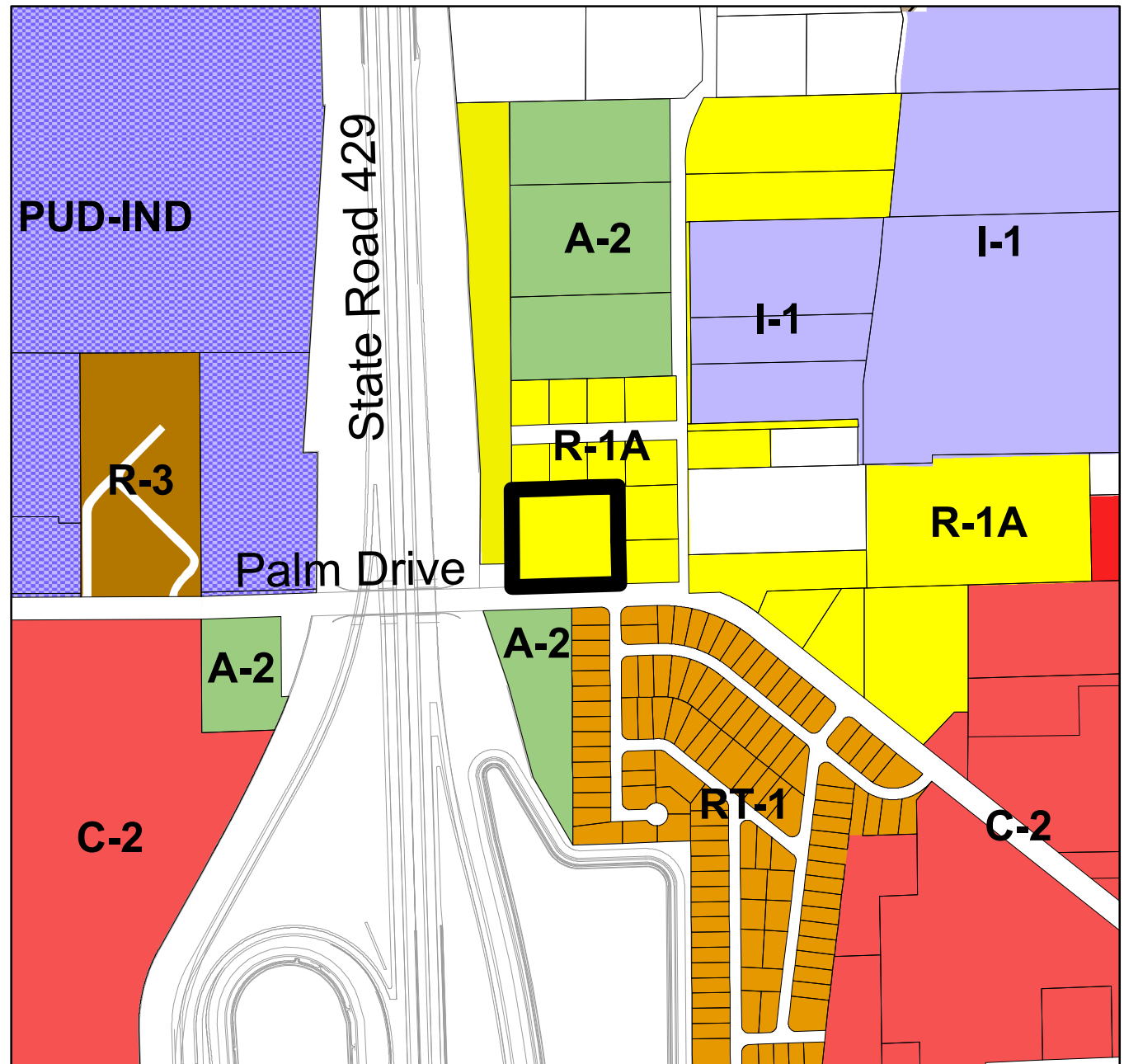
0 100 200 400
Feet

Created: October 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



Chinapen Property - Comprehensive Plan Amendment & Rezoning Surrounding Future Land Use Map



Development Services
Department

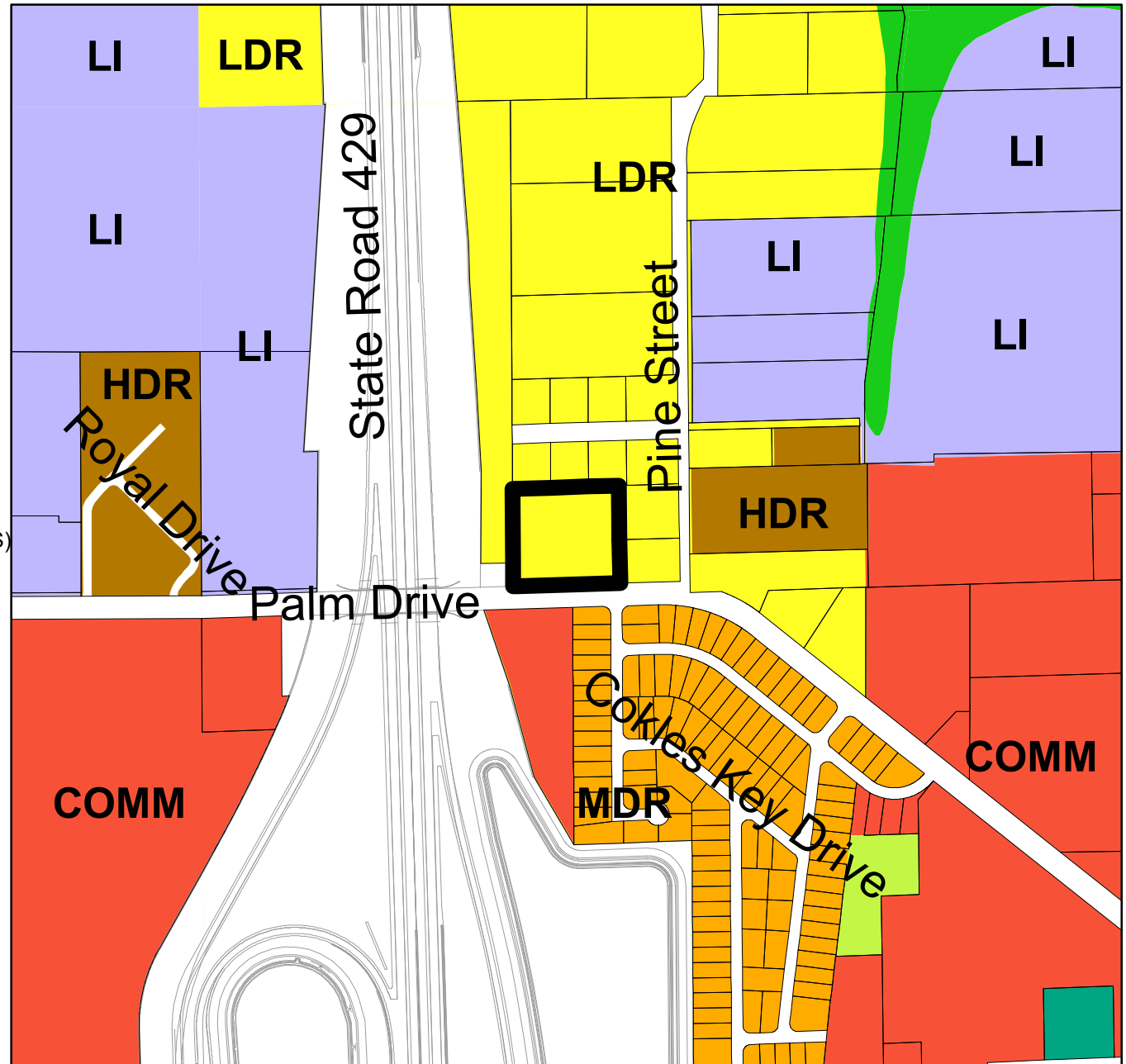
0 100 200 400
Feet

Created: October 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)



**ORDINANCE NO. 2024-
(Small-Scale CPA – Chinapen Property)**

TAX PARCEL ID: 18-22-28-0000-00-109

**CASE NO. CPA-2023-002: Chinapen Property
Small-Scale Comprehensive Plan Amendment**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE CITY OF OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED; AMENDING THE FUTURE LAND USE MAP OF THE OCOEE COMPREHENSIVE PLAN TO CHANGE THE FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL FOR CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 1.65 ACRES LOCATED ON THE NORTH SIDE OF PALM DRIVE, APPROXIMATELY 160 FEET WEST OF THE PINE STREET AND PALM DRIVE INTERSECTION; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY FUTURE LAND USE MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee (the “Ocoee City Commission”) has adopted the City’s Comprehensive Plan (the “Ocoee Comprehensive Plan”) by Ordinance No. 91-28 on September 18, 1991 pursuant to Chapter 163, Part II, Florida Statutes, the Growth Policy Act (the “Act”); and

WHEREAS, Chapter 163, Part II, Florida Statutes, sets forth procedures and requirements for a local government to adopt a comprehensive plan and amendments thereto; and

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, assigned tax parcel identification number 18-22-28-0000-00-109, more particularly described in **Exhibit “A”** and depicted in **Exhibit “B”**, has submitted an application to the Ocoee City Commission to amend the Comprehensive Plan Future Land Use designation (the “Comprehensive Plan Amendment”) of said real property from Low Density Residential to Commercial; and

WHEREAS, pursuant to Section 5-9(C) of Article V of the Land Development Code of the City of Ocoee, Florida, the Development Services Director has reviewed said Comprehensive Plan Amendment application and determined that said Comprehensive Plan Amendment is consistent with the Ocoee Comprehensive Plan, as amended from time to time; and

WHEREAS, pursuant to Section 163.3174(4)(a), Florida Statutes, the City’s Local Planning Agency (LPA) conducted a publicly noticed and advertised public hearing on Tuesday, November 14, 2023, to consider and make recommendation of said proposed Comprehensive Plan Amendment; and

WHEREAS, pursuant to Section 163.3184(11), Florida Statutes, on Tuesday, January 16, 2024, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Comprehensive Plan Amendment and determined, after consideration of public comments, that the proposed Comprehensive Plan Amendment is consistent with the Ocoee Comprehensive Plan.

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

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

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 and Chapters 163 and 166, Florida Statutes.

SECTION 3. COMPREHENSIVE PLAN AMENDMENT. The Future Land Use Map within the Future Land Use Element of the Ocoee Comprehensive Plan is hereby amended to change the future land use designation of the Subject Property, as particularly described in Exhibit “A” and depicted in Exhibit “B”, from Low Density Residential (LDR) to Commercial (COMM).

SECTION 4. COMPREHENSIVE PLAN. The City Clerk is hereby authorized and directed to revise the adopted Future Land Use Map of the City of Ocoee in order to incorporate the Comprehensive Plan Amendment enacted by this Ordinance.

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 thirty-one (31) days after adoption, unless challenged prior to that date pursuant to Section 163.3187(5), Florida Statutes.

PASSED AND ADOPTED this _____ day of _____, 2024.

Space intentionally left blank

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2024
READ FIRST TIME _____, 2023.
READ SECOND TIME AND ADOPTED
_____, 2024.
UNDER AGENDA ITEM NO. _____

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

this _____ day of _____, 2024.

FISHBACK DOMINICK

By: _____
City Attorney

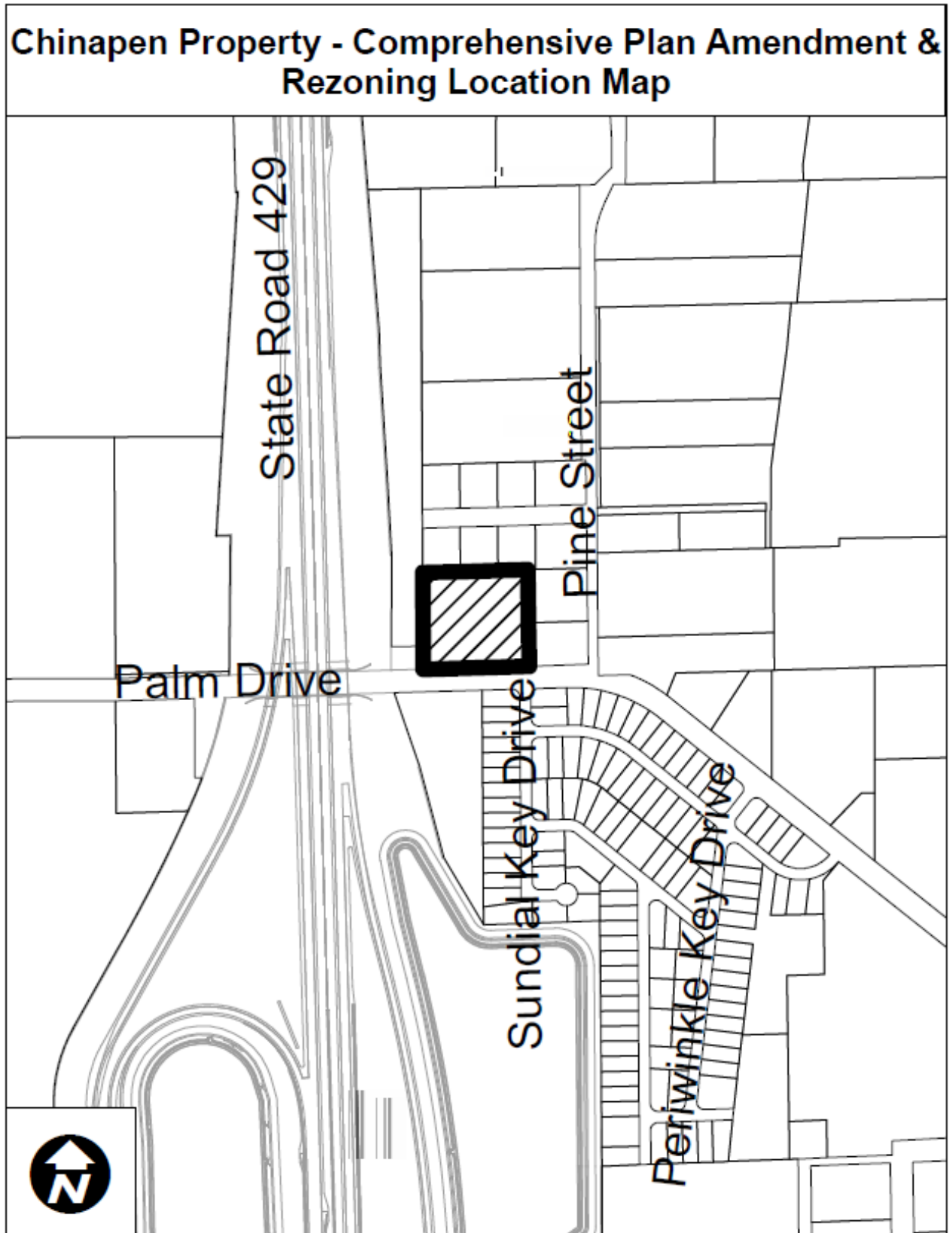
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 18-22-28-0000-00-109

COMM AT SE COR OF NW1/4 OF NW1/4 OF SEC 18 RUN N00-09-10E 29.4 FT TH S89-08-20W 20 FT
TH CONT S89-08-20W 157.01 FT FOR POB TH CONT S89-08-20W 279.39 FT TH N00-09-10E 256.9 FT
TH N89-08-20E 279.39 FT TH S00-09-10W 256.9 FT TO POB IN SEC 18-22-28

EXHIBIT "B"



**ORDINANCE NO. 2024-
(Rezoning Ordinance for Chinapen Property)**

TAX PARCEL ID: 18-22-28-0000-00-109

CASE NO. RZ-23-09-09: Chinapen Property

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM R-1A (SINGLE FAMILY DWELLING DISTRICT) TO C-2 (COMMUNITY COMMERCIAL DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 1.65 ACRES LOCATED ON THE NORTH SIDE OF PALM DRIVE, APPROXIMATELY 160 FEET WEST OF THE PINE STREET AND PALM DRIVE INTERSECTION; 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 1.65 acres, more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, from R-1A to 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 November 7, 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 January 16, 2024, 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 1.65 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from R-1A to 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 _____, 2024.

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ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2024
READ FIRST TIME _____, 2023.
READ SECOND TIME AND ADOPTED _____, 2024.
UNDER AGENDA ITEM NO. _____

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

this _____ day of _____, 2024.

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 18-22-28-0000-00-109

COMM AT SE COR OF NW1/4 OF NW1/4 OF SEC 18 RUN N00-09-10E 29.4 FT TH S89-08-20W 20 FT
TH CONT S89-08-20W 157.01 FT FOR POB TH CONT S89-08-20W 279.39 FT TH N00-09-10E 256.9 FT
TH N89-08-20E 279.39 FT TH S00-09-10W 256.9 FT TO POB IN SEC 18-22-28

EXHIBIT "B"

