



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

May 7, 2024

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

• CALL TO ORDER

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• PRESENTATIONS AND PROCLAMATIONS

2024 Municipal Clerks Week Proclamation

2024 National Day of Prayer Proclamation

2024 Asian American and Pacific Islander Heritage Month Proclamation

• STAFF REPORTS AND AGENDA REVIEW

• PUBLIC COMMENTS

• CONSENT AGENDA

Matters listed under the consent agenda are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items unless discussion is desired by a member of the commission on a motion and a second, in which case the Mayor will instruct the City Clerk to remove that item from the Consent Agenda and such item will be considered separately.

1. Approval of Minutes from the Regular City Commission Meeting held April 16, 2024. **(City Clerk Sibbitt)**
2. Approval to Award Ocoee Neighborhood Matching Grants. **(Community Relations Manager Wright)**
3. Approval of Magnolia Reserve Plat; Project No. LS-2023-005. **(Development Engineer Keaton)**
4. Approval to Award Invitation to Bid (ITB) #24-007 Job Order for Thornebrooke Drainage Ditch Improvements. **(Procurement Manager Tolbert)**
5. Approval of Change Order No. 1 for Ocoee Debris Monitoring and Grants Management Services - Hurricane Ian. **(Public Works Director Krug)**

• FIRST READING OF ORDINANCE

6. First Reading of Ordinances for 789 Pine Street Small-Scale Comprehensive Plan Amendment from Low-Density Residential (LDR) to Light Industrial (LI) & Rezoning from Single-Family Dwelling (R-1A) to Restricted Manufacturing & Warehousing (I-1); Project No. CPA-2024-002 & RZ-24-02-01. **(Development Services Director Rumer)**

7. First Reading of Ordinance for 1 Taylor Street Small-Scale Comprehensive Plan FLU Amendment from Heavy Industrial (HI) to Commercial (COMM) & Rezoning from I-1 (Restricted Manufacturing and Warehousing) to C-2 (Community Commercial); Project Nos. CPA-2024-004 & RZ-24-03-02. **(Development Services Director Rumer)**
8. First Reading of Ordinance for 1102 & 1104 N. Lakewood Avenue - Lott Property Annexation; Project No. AX-03-24-01. **(Zoning Manager Whitfield)**
9. First Reading of Ordinance for 1305 & 1113 Ocoee Apopka Road - MDTL Enterprise LLC Property Annexation; Project No. AX-03-24-02. **(Zoning Manager Whitfield)**
10. First Reading of Ordinance for 1059 Ocoee Apopka Road - Rodgers Property Annexation; Project No. AX-03-24-03. **(Zoning Manager Whitfield)**
11. First Reading of Ordinance for MDTL Enterprise LLC Property Annexation; Project No. AX-03-24-04. **(Zoning Manager Whitfield)**

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

• **PUBLIC HEARING**

12. Ocoee Pickleball Complex - Vasant Sports LLC Special Exception; Project No. 03-24-SE-031. **(Zoning Manager Whitfield)**

• **REGULAR AGENDA**

13. Notification of Initial Three-Year Term Ending for One (1) Regular Member, Move Alternate Member to Regular Member, and Consideration of Appointment on the Planning and Zoning Commission. **(Development Services Director Rumer and City Clerk Sibbitt)**
14. Discussion and Direction on Holiday Lighting. **(Public Works Director Krug)**

• **COMMENTS FROM COMMISSIONERS**

(Limit to Five Minutes)

• **ADJOURNMENT**

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

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



Proclamation

- WHEREAS,** The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and
- WHEREAS,** The Office of the Municipal Clerk is the oldest among public servants, and
- WHEREAS,** The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and
- WHEREAS,** Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and
- WHEREAS,** The Municipal Clerk serves as the information center on functions of local government and community.
- WHEREAS,** Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.
- WHEREAS,** It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, the City Commission of the City of Ocoee, does hereby recognize the week of May 5th through May 11th, 2024, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Melanie Sibbitt, and the entire staff of the Ocoee City Clerk's Department, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

**IN WITNESS WHEREOF, I hereunto have
Set my hand and caused the Seal of the
City of Ocoee, Florida to be affixed this
7th day of May, 2024.**

Rusty Johnson, Mayor



Proclamation

- WHEREAS,** Throughout history, America has faced trials and triumphs and Americans have responded in prayer seeking courage and comfort, inspiration, and joy-filled celebration. Faith compels us to seek and cling to the Light in times of darkness and spread light to those in need; and
- WHEREAS,** From the first gatherings of our Founding Fathers, elected officials have prayed and entreated those they serve and represent to join them in prayer, including the authors of our Declaration of Independence, wrote that they, “the Representatives of the United States of America, in General Congress, Assembled, appealing to the Supreme Judge of the work...” and carried on to present day in Presidential Proclamations such as last year’s invitation to “join him in asking for God’s continued guidance, mercy, and protection.”; and
- WHEREAS,** A National Day of Prayer has not only been a part of our heritage since it was declared by the First Continental Congress in 1775, but it is a Public Law established in the United States Congress in 1952 approved by a joint resolution and amended by Congress and President Reagan with public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as The National Day of Prayer; and
- WHEREAS,** In every state across America, the observance of the National Day of Prayer will be held on Thursday, May 2, 2024, with the theme, “Lift Up the Word, Light Up the World,” based on the verses found in 2nd Samuel 22:29-31, “For you are my lamp, O Lord, and my God lightens my darkness...This Good – his way is perfect; the word of the Lord proves true; he is a shield for all those who take refuge in him.”; and
- WHEREAS,** Unified prayer is mobilized across America every first Thursday of May on the National Day of Prayer as neighbors and attending services to seek God for the city and country where we live, learn, work, worship, serve, and desire all to thrive; and
- WHEREAS,** We express our faith and exercise our freedom in prayer, then unite our hearts and voices in personal prayer and public gatherings across America with fervent praise, repentance, love, and humble intercession for our neighbor and nation, holding fast to the promises throughout the Holy Scriptures that the Lord hears and avails much as He answers the faith-filled prayers of His people.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OCOEE, does hereby declare May 2, 2024, as

NATIONAL DAY OF PRAYER

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 2nd day of May, 2024.

Rusty Johnson, Mayor



Proclamation

Whereas, Asian Americans and Pacific Islanders have enriched the history, society and culture of the United States of America including dying and risking their lives building the first Transcontinental Railroad; initiating *United States v. Wong Kim Ark*, 169 U.S. 649 (1898), the landmark decision that has given birthright citizenship to the children of countless immigrants to the United States from all over the globe for over 120 years; and sacrificing their lives in defense of our country; and

Whereas, In recognition of the significant contributions by Asian Americans and Pacific Islanders to the United States of America, then President Jimmy Carter signed a bill into law in 1978 proclaiming the first ten days of May 1979 as Asian American and Pacific Islander Heritage Week; and

Whereas, Then President George H.W. Bush signed a bill into law in 1990 extending the week-long celebration to an entire month resulting in the official designation of the month of May as Asian American and Pacific Islander American Heritage Month beginning in 1992 and requesting that future Presidents issue a proclamation calling on the people of the United States to observe the month of May with appropriate programs, ceremonies, and activities; and

Whereas, In continuation of the history of Asian Americans and Pacific Islanders' commitment to service to our country, the Federal Asian Pacific American Council has selected its 2024 theme for Asian American and Pacific Islander Heritage Month to be ***Advancing Leaders Through Innovation***; and

Whereas, The efforts, resilience, and contributions of the culturally and linguistically diverse Asian American and Pacific Islander' communities can be seen in every aspect of society in the United States such as education, military, politics, health care, economics, and science; and

Whereas, The City of Ocoee recognizes the importance of inclusion and diversity in building a brighter future for all our residents including our current, and future, Asian American and Pacific Islander' citizens; and

Whereas, The City of Ocoee is proud to have a diverse community that includes an Asian American and Pacific Islander population of over 3,533 (7.5%).

Now, therefore be it resolved, that the City Commission of the City of Ocoee, does hereby proclaim the month of May 2024 as

Asian American and Pacific Islander Heritage Month

in the City of Ocoee and encourage all citizens of Ocoee to learn more about, and pay tribute to, the significant contributions of generations of Asian Americans and Pacific Islanders, and to assist in furthering our efforts for an inclusive and equitable city for all our citizenry.

IN WITNESS WHEREOF, I hereunto have
Set my hand and caused the Seal of the
City of Ocoee, Florida to be affixed this
7th day of May, 2024.

Rusty Johnson, Mayor

April 16, 2024

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 **Ages Hart**, *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Mayor Johnson**. **City Clerk Sibbitt** called the roll and declared a quorum present.

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

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

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

2024 National Donate Life Month Proclamation – read and proclaimed by **Mayor Johnson**; accepted by **Kia Blair**, *Manager with Multicultural Affairs & Partnerships Our Legacy*, and **Tonya Wilson**, *Donor Family Representative*. **Ms. Blair** highlighted the importance of being a donor, common myths and fears, and how to register to be a donor. **Ms. Wilson** shared a personal story on donating her daughters' organs.

2024 Volunteer Appreciation Week Proclamation – read and proclaimed by **Mayor Johnson**; accepted by various City of Ocoee advisory board members.

Presentation of the Auditor's Report on the FY 2023 ACFR – **Finance Director Roberts** introduced **Timothy Westgate** with PurvisGray, who provided an overview of the Auditor's Report which covered significant events, financial highlights, and other audit items for the fiscal year ending September 30, 2023.

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

• **PUBLIC COMMENTS 6:46 PM**

The following persons addressed the City Commission:

- **Jim Moyer**, *Ocoee Resident*, shared information about the various guest speakers they have had speak before the Human Relations Diversity Board (HRDB), and announced several recognitions for the month of May. He further invited all residents to attend the HRDB's upcoming May and June Meeting as they will be bringing in a guest speaker to speak on Fostering a Sense of Belonging and Inclusive Communication.

• **CONSENT AGENDA 6:49 PM**

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Item #1-11; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried unanimously.

1. Approval of Minutes from the Regular City Commission Meeting held April 2, 2024. **(City Clerk Sibbitt)**
2. Approval to Appoint the Mayor Pro Tem. **(City Clerk Sibbitt)**
3. Approval of New Appointment to the Citizen Advisory Council for Ocoee Police Department (CACOPD). **(City Clerk Sibbitt)**
4. Approval of Second Amendment to the Development Agreement for the Regency at Ocoee. **(Development Services Director Rumer)**
5. Approval of Assignment and Renewal of ARPA Consulting Contract. **(Finance Director Roberts)**
6. Approval of Memorandum of Agreement for Participating Orlando/Orange Urban Area Security Initiative Agencies. **(Acting Police Chief Ogburn)**
7. Approval to Award Invitation to Bid (ITB) #24-005 Lakewood/Rewis Water Main Replacement - Federal Grant Funded ARPA Project. **(Procurement Manager Tolbert)**
8. Approval to Exchange/Trade Unused Mower Attachment. **(Public Works Director Krug)**
9. Approval of Purchase Agreement for Right-of-Way Acquisition. **(Public Works Director Krug)**
10. Approval of Term Contract for Motor Fuel - Tank Wagon Deliveries. **(Public Works Director Krug)**
11. Approval of Howard Meadows Large Scale Final Subdivision Plan; Project No. LS-2023-009. **(Zoning Manager Whitfield)**

• **FIRST READING OF ORDINANCE - None**

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 6:49 PM**

12. Second Reading of Ordinance Amending the City of Ocoee Municipal General Employees' Retirement Trust Fund. **(Municipal Pension Board Chair Cowan)**

Municipal Pension Board Chair Cowan explained the proposed amendments related to the City of Ocoee Municipal General Employees' Retirement Trust Fund.

City Attorney Geller read the title of the ordinance.

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

Motion: Move to adopt Ordinance No. 2024-11 Amending the City of Ocoee Municipal General Employees' Retirement Trust Fund; moved by Commissioner Firstner, seconded by Commissioner Oliver; Motion carried unanimously.

13. Second Reading of Ordinance for Gardenia Pointe Rezoning from Unclassified District and R-1A (Single-Family Dwelling District) to PUD (Planned Unit Development District); Project No. RZ-23-02-02. **(Zoning Manager Whitfield)**

Zoning Manager Whitfield presented an overview of the subject property located on the north side of the FCEN Railroad tracks at the terminus of the unimproved Ocoee Vista Parkway right-of-way. She further provided an overview of its zoning, future land use designations, and history. She explained that Tract D has been planned for a public roadway since it was dedicated to the City in 2006, and that the adjacent right-of-way is insufficient to provide a safe rail crossing to access the subject property via A.D. Mims Road. The applicant is requesting a rezoning from Unclassified District and R-1A (Single-Family Dwelling District) to PUD (Planned Unit Development District). Per the proposed Land Use Plan (LUP), the applicant proposes to develop an 84-lot single-family attached (fee simple townhome) residential subdivision at a proposed density of 3.43 units per acre. She displayed aerials to give examples of other townhomes within the City, including along Ocoee Vista Parkway, that are separated from a public roadway by an open space tract. She additionally addressed the deliberations and community input from the Planning and Zoning Commission relative to increased traffic on Clarke Road and Ocoee Vista Parkway, school bus stop and safety, access onto A.D. Mims across the railroad tracks, speeding on Clarke Road, noise from the trains on the railroad, natural resources (wetlands and wildlife), medium density of the development, people cutting through Prairie Lake Reserve and Prairie Meadows, trees between the access road and the railroad, fencing between the proposed development and the railroad, improvements on Clarke Road, and maintenance of the conservation area.

City Attorney Geller read the title of the ordinance.

Mayor Johnson opened the public hearing.

Jason Searl, Attorney with Gray Robinson, concurred with staff's recommendation of approval and offered to answer any City Commission or audience questions.

The following persons addressed the City Commission:

- **Joe Fana**, Prairie Lake Reserve HOA President, voiced traffic concerns about the proposed project, the lack of a traffic signal, and the safety of the students at the school bus stop located at Clarke Road. He shared that an entrance on A.D. Mims Road would help address this issue and avoid additional traffic onto Clarke Road.
- **Andrea Jones**, Ocoee resident, voiced traffic and sound barrier concerns about the proposed project. She further inquired if quiet zones were considered for the passing trains.

Mayor Johnson closed the public hearing.

Commissioner Kennedy inquired about the signal timing study and who conducted the study. **Zoning Manager Whitfield** addressed his question. He shared he agrees with the citizens'

comments, and further inquired what is proposed in the undeveloped commercial parcels. **Development Services Director Rumer** addressed his questions, and explained the process to request a traffic signal when not required by the traffic study. **Commissioner Oliver** inquired about the PUD tracts and the proposed convenience store. **Development Services Director Rumer** addressed his question. **Mayor Johnson** inquired about impact fees from the project, and if they could be used toward a traffic signal. **Development Services Director Rumer** addressed his question. Discussion ensued about the cost of a traffic signal.

Jason Searl, *Attorney with Gray Robinson*, expressed that he would like to be afforded the opportunity to have the project traffic study engineer as well as a court reporter present if the City Commission would like to discuss the technical issues. **Mr. Searl** further read the traffic study analysis executive summary provided by Traffic and Mobility Consultants (TMC) which mirrors the information Zoning Manager Whitfield covered in her presentation.

Motion: Move to adopt the proposed Ordinance for Gardenia Pointe Rezoning from Unclassified District and R-1A (Single-Family Dwelling) to PUD (Planned Unit Development District); Project No. RZ-23-02-02, as presented by staff; Moved by Commissioner Wilsen, Seconded by Commissioner Firstner. Motion failed 2-3 with Mayor Johnson, Commissioner Kennedy, and Commissioner Oliver opposing.

Jason Searl, *Attorney with Gray Robinson*, requested a continuance or reconsideration on this item since the focal point of concern lies within the traffic analysis; this will allow them to bring in their traffic consultant to testify before the City Commission.

Motion: Move to reconsider the adoption of the proposed Ordinance for Gardenia Pointe Rezoning from Unclassified District and R-1A (Single-Family Dwelling District) to PUD (Planned Unit Development District); Project No. RZ-23-02-02. Moved by Commissioner Kennedy, Seconded by Commissioner Wilsen.

Commissioner Oliver asked about the procedure if a motion fails. **Development Services Director Rumer** clarified that it would take 6-9 months before it could be reconsidered. **Commissioner Wilsen** stated that her decision is influenced solely by the current agenda item, which concerns the rezoning of the parcel.

Motion carried 4-1 with Commissioner Oliver opposing.

Motion: Move to continue the adoption of the proposed Ordinance for Gardenia Pointe Rezoning from Unclassified District and R-1A (Single-Family Dwelling District) to PUD (Planned Unit Development District); Project No. RZ-23-02-02, to give the applicant the opportunity to include staff members who can address the concerns of the City Commission. Moved by Commissioner Kennedy, Seconded by Commissioner Firstner. Motion carried unanimously.

- **PUBLIC HEARING** – None

• **REGULAR AGENDA 7:48 PM**

14. Approval of Commission Liaisons to Various Boards. (City Clerk Sibbitt)

City Clerk Sibbitt explained liaisons are appointed annually to various boards, and staff is requesting the City Commission appoint liaisons as they deem appropriate. She further announced that the West Orange Airport Authority is presently inactive; therefore, staff is not seeking an appointment to that board at this time.

Parks and Recreation Board – Commissioner Wilsen

Motion: Move to approve Commissioner Wilsen as Parks and Recreation Board Liaison. Moved by Commissioner Kennedy, seconded by Commissioner Firstner; Motion carried unanimously.

Citizens Advisory Board for the Police Department – Commissioner Kennedy

Motion: Move to approve Commissioner Kennedy as Citizens Advisory Board for the Police Department Liaison. Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried unanimously.

Citizens Advisory Board for the Fire Department - Commissioner Firstner

Motion: Move to approve Commissioner Firstner as Citizens Advisory Board for the Fire Department Liaison. Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried unanimously.

Human Relations Diversity Board – Mayor Johnson

Motion: Move to approve Mayor Johnson as Human Relations Diversity Board Liaison. Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried unanimously.

Personnel Board – Mayor Johnson

Motion: Move to approve Mayor Johnson as Personnel Board Liaison. Moved by Commissioner Kennedy, seconded by Commissioner Firstner; Motion carried unanimously.

Tri-County League of Cities – Commissioner Wilsen

Motion: Move to approve Commissioner Wilsen as Tri-County League of Cities Liaison. Moved by Commissioner Kennedy, seconded by Commissioner Firstner; Motion carried unanimously.

W.O. Chamber of Commerce – City Manager Frank

Motion: Move to approve City Manager Frank as W.O. Chamber of Commerce Liaison until end of July; Assistant City Manager Shadrix to assume role following his retirement. Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried unanimously.

Education Incentive Board – Commissioner Oliver

Motion: Move to approve Commissioner Oliver as Education Incentive Board Liaison. Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried unanimously.

MetroPlan Orlando Municipal Advisory Committee (MAC) - Commissioner Kennedy

(Mayor Johnson passed the gavel to Mayor Pro Tem Wilsen.)

Motion: Move to approve Commissioner Kennedy as MetroPlan Orlando Municipal Advisory Committee (MAC) Liaison. Moved by Mayor Johnson, seconded by Commissioner Firstner; Motion carried unanimously.

15. School Zone Speed Enforcement Camera Program. (Acting Police Chief Ogburn)

City Manager Frank announced the promotion of Acting Chief Ogburn to permanent Police Chief as of this morning. He further shared that at the next meeting City staff would like to conduct an official swearing in. **Police Chief Ogburn** shared his gratitude on the promotion.

Police Chief Ogburn briefly explained that in November, the City Commission approved the renewal of its red-light camera vendor contract with Advanced Traffic Solutions, Inc. (ATS) doing business as Verra Mobility. The contract included the ability to provide school zone speed detection and enforcement via the installation of school zone enforcement cameras on roadways surrounding the schools. If the City Commission wishes to implement the program, or retain the ability to effectively do so in the future, an ordinance would need to be approved by the City Commission. **City Manager Frank** summarized the following options to consider: a) do not move forward with the ordinance, b) ratify the ordinance and allow it to remain an option to consider installing the system in the future, and c) ratify the ordinance and move forward with implementation of the program for one or more school zones.

Commissioner Wilsen voiced support of moving forward with an ordinance, and shared the statistics provided in the study were eye opening. **Commissioner Kennedy** also shared his support to move forward with the ordinance, but voiced the need to proceed with installing cameras immediately.

Motion: Direct the City Manager to bring back an ordinance on a future agenda for discussion and approval; Moved by Commissioner Wilsen, Seconded by Commissioner Kennedy. Motion carried unanimously.

16. Discussion and Direction regarding Golf Carts and Low-Speed Vehicle use within the City of Ocoee. (Assistant City Manager Shadrix)

Assistant City Manager Shadrix defined golf carts and low-speed vehicles, and explained the requirements for both. He also briefed the City Commission on converted golf carts and summarized the process to make a golf cart street-legal. Further clarification was provided on the City's current golf cart ordinance and Florida Statute requirements, and updating the City's ordinance to current standards. **Assistant City Manager Shadrix** addressed a request made during a past City Commission Meeting on lowering the speed limit on Orlando Avenue, for which a recent speed study strongly discourages and would not be proposed as an option. He further summarized the following recommendations: 1) Maintain Status Quo which is the process already established for neighborhoods to request approval as Golf Cart Accessible Communities and Low Speed Vehicles operating as per statute, with an amendment to the City's ordinance reflecting changes to minimum age requirements and ID requirements for operation, or 2) End the process for Golf Cart Accessible Communities and rely solely on the statutory use of Low Speed Vehicles.

Commissioner Wilsen voiced her support in retaining the current request approval process as established in the City's ordinance. **Commissioner Kennedy** expressed apprehension regarding the ordinance stipulations. He emphasized that gated communities, which oversee their own streets, possess the authority to decide whether to permit golf carts. However, he opposes the idea that non-gated homeowners' associations (HOAs) should be responsible for deciding the designation of streets they neither own nor maintain. **Commissioner Firstner** shared he supports the recommendation to keep the City's ordinance with the amendments needed, and further inquired if public education could be provided on low-speed vehicles and golf cart conversions. **Commissioner Oliver** echoed support for public education initiatives and concurred with Commissioner Kennedy's remarks. He also expressed concern about minors operating golf carts and asked how such issues could be regulated if solely relying on statutory use without the ordinance. Further discussion ensued on golf carts, individual subdivision/road designations vs. complete City designation, and signage requirements and costs.

Motion: Move to have City staff amend the current ordinance reflecting changes to minimum age requirements and ID requirements for operation; and further, have staff provide analysis on roads for golf carts to include associated signage cost: Moved by Commissioner Kennedy, Seconded by Commissioner Oliver. Motion carried unanimously.

• **COMMENTS FROM COMMISSIONERS 8:29 PM**

Commissioner Firstner – Commented on the following:

- 1) Announced the Fire Station Open House date and time.

**Regular City Commission Meeting
April 16, 2024**

Commissioner Oliver – Commented on the following:

- 1) Announced the Clarke Rd. Widening Project is still underway.
- 2) Announced the lights on Ingram/Clarcona Ocoee Rd., Ocoee Apopka/McCormick Rd., and Apopka Vineland/McCormick Rd. are being worked on.
- 3) Announced that as a resident of District 4 he will be working with the County to figure out what can be done to mitigate traffic accidents involving pedestrians at several different intersections, along the West Orange Trail.
- 4) Assured everyone that the recent crimes in District 4 have not been committed by citizens of Ocoee, but the Police Department does have active investigations underway.
- 5) Shared an inspirational quote.

Commissioner Wilsen – Commented on the following:

- 1) Gave thanks to all of the volunteers on the volunteer/advisory boards for their time. Recognized former board volunteer, Gordon Applegate, for his 30+ plus years as a board volunteer.

Commissioner Kennedy – Commented on the following:

- 1) Gave an update on the (4) four heart save stations, that will be placed in various locations within the city, and announced that Martha Lopez-Anderson was able to get a fifth station, so the Fire Department will be selecting a fifth location.

Mayor Johnson – Commented on the following:

- 1) Requested the Police Department crack down on speeders on Kissimmee Ave.
- 2) Requested that steps on Oakland Ave, leading up to City Hall be put in.
- 3) Requested that the strip on the annex road at Silver Star Rd. be fixed/repaved.
- 4) Commented that garbage was not picked up, for a week, in various neighborhoods, following the recent incident of one of the sanitation employees; he would like to know who approved the suspension of the garbage pick-up.
- 6) Stated that there needs to be more parking around Downtown.
- 7) Kudos to all departments that worked on the Ocoee Music Festival, especially the Parks and Recreation Department, for a successful event.

• ADJOURNMENT 8:43 PM

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

STAFF REPORT

Meeting Date: May 7, 2024
Item #: 2

Contact Name: Joy Wright
Contact Number: Ext. 1530

Department Director: Doug Gaines
City Manager: Robert Frank

Subject: Approval to Award Ocoee Neighborhood Matching Grants. (Community Relations Manager Wright)

Background Summary:

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

The Neighborhood Matching Grant Program is held annually. This year's grant cycle opened on February 16, 2024. Applications were due on March 15, 2024. The neighborhood grant program is for homeowner associations (HOA) and neighborhoods that do not have a structured HOA. The goal of the grant program is to assist residents with making improvements to their neighborhoods. The maximum matching grant award is \$2,000. Applicants pay for their improvement projects, and then get a portion back, up to a maximum of \$2,000. Given the nature of the grant program, which is to improve city neighborhoods, the Development Services Department conducted the primary review of applications.

Ten (10) Homeowner Associations submitted grant applications for this grant cycle. One HOA's grant application, Remington Oaks, is ineligible because the applicant received a grant last year (2023) in the amount of \$2,000. Per the grant criteria, "Homeowner Associations and Non-HOA's may only apply for grant funds every other year". Therefore, there are nine (9) eligible grant applicants. The total amount requested by the nine (9) neighborhood associations is \$17,818.75. There is \$28,000 available for the grant program.

1. Cambridge Village

New, modern park sign with rules listed in English and Spanish.

Amount requested: \$2,000

Staff recommendation: \$2,000

2. Greens at Forest Lake

Improve and enhance common space by adding durable pavers, a picnic table and signage.

Amount requested: \$2,000

Staff recommendation: \$2,000

3. Lake Olympia Club

Replace damaged lawn/grass at the subdivision's entrance on the north side of Clarke Road.

Amount requested: \$2,000

Staff recommendation: \$2,000

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

4. Ocoee Reserve

Repaint, add sodding and beautification of subdivision's entrance. Mulching and repair of the playground.

Amount requested: \$1,821.25 **Staff recommendation:** \$1,821.25

5. Preserve at Crown Point

Beautification of front entry, pressure wash exterior, 12 stone pillars and vinyl fencing.

Amount requested: \$1,997.50 **Staff recommendation:** \$1,997.50

6. Shoal Creek

New plants and landscaping in front of brick walls with signage at the main entrance facing Orlando Ave. and White Road.

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

7. Sleepy Harbour Neighborhood

Repair boat ramp where it was washed away due to tree root damage. Drill into the current concrete and pour new concrete to stabilize.

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

8. Veronica Place

Repair the brick wall that faces White Road from Montgomery to Sleepy Harbour. Fix the columns and brick panels to improve safety on the sidewalk on White Road.

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

9. Whitehill Subdivision

Repair the electric at the front entrance. Rewire to bring requirements up to the 2017 Electrical Code. Replace four marquee signs with LEDs.

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

Issue:

Should the Honorable Mayor and City Commissioners approve the Neighborhood Grant funding recommendation?

Recommendations: The total amount requested by the grant applicants is \$17,818.75. There is \$28,000 allotted for the neighborhood grant program.

Green Forest at Forest Lake - Conditional approval based on meeting the following requirements:

- Obtain a permit through the Building Division for the paver area.
- A permit is not required for the sign unless there is an electrical run to it for lighting.
- Trash receptacles are recommended for the picnic area.

Ocoee Reserve - Conditional approval based on meeting the following requirements:

- Quote #3 must not be included as it is for ongoing lawn maintenance, not a specific improvement.

- Ocoee Reserve must call for utility location prior to work in the median and new plants cannot impede sight lines.

Shoal Creek - Conditional approval based on meeting the following requirement:

- Further clarification may be needed regarding the removal of plants. If any trees are being removed, a tree removal permit may be required.

Sleepy Harbour - Conditional approval based on meeting the following requirement:

- A permit through the Building Division is required for the repairs on the boat ramp.

White Hill Subdivision - Conditional approval based on meeting the following requirement:

- A permit through the Building Division is required for the electrical work.

Attachments:

1. Cambridge Village UPDATED
2. Greens at Forest Lake UPDATED
3. Lake Olympia Club UPDATED
4. Ocoee Reserve
5. Preserve at crown Point
6. Shoal Creek
7. Sleepy Harbour 3-20-24 UPDATE
8. Veronica Place UPDATED
9. Whitehill HOA

Financial Impacts:

The total grant funding requested by all applicants is \$17,818.75. There is \$28,000 available for the grant program in FY 2023/24. Therefore, the total amount recommended for award is \$17,818.75.

Type of Item: Consent



Fiscal Year 2023/2024

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

Deadline to submit applications is March 15, 2024 by 5 p.m.

**City of Ocoee
Neighborhood Matching Grants Program**

PLEASE PRINT OR TYPE

Name of Neighborhood: **Cambridge Village HOA**

Project Leader: **Kevin Scott**

Address for Project Leader: **705 Neumann Village Ct**

Project Leader (Cell) **(689)-284-6570** (Home)

Email Address: **support@cambridgevillagehoa.com**

*What is the name of your proposed project?

1) Entry Beautification and Identification

2) Open Space and Common Area Enhancements -Park Sign Rules English & Spanish

3) Security and Safety Improvements Describe your neighborhood or project boundaries using streets and landmarks. The boundaries must be within the City of Ocoee.

The park is located at 540 Neumann Village Ct. on a parcel designated as Our Community Park own by the HOA. The parcel ID 21-22-28-1154-00-001 and it is located between Concord Village Way and Neumann Village Ct

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

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

*When was it formed? **February 14, 2001** How many members are in the association? **14 active members**

*Are the members all homeowners in the neighborhood? **90% homeowners**

*What is the official Homeowner Association's organizational structure? (President, V.P., Committees, etc.): **(visit our website <https://cambridgevillagehoa.com>)**

PRESIDENT Dwayne_Mc Curvin lives at 591 Neumann Villages Ct

TREASURE Wosene Scott lives at 705 Neumann Village Ct

SECRETARY Ebony Germain lives at 700 Neumann Village

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

The association meets twice a year every six months. The election is done by vote and is held usually at the summer meeting every year, At West Oaks Library.

*If your neighborhood does NOT have an HOA: **N/A**

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

*How many members are in the group? **N/A**

*How many homes are in your neighborhood? **N/A**

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

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

Our total project will cost \$1301.38 UPDATE: Requested full \$2,000 as of 3/19/24

We have attached four quotes for the sign but the board selected to go with estimate 19468 from Express Signs. For two reasons:

1-We want to support local business.

2-the chippiest quote is good for 30 days and we want to make sure that we are able to have this project done on the budget our community have for it.

Art setup, manufacturing and Installation of the sign **\$1251.38**

Permit (if is required) **\$ 50.00**

*Briefly describe the proposed project:

Our park is in need of a new sign that better serve to our residents specially now that there are some of them that only speak Spanish.

*List the project goals:

(1) Keep our park Safe providing rules in English and Spanish

(2) Encouraging all park users to keep it clean.

(3) Make the park looking beautiful with a new and modern sign

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

See pictures attached to this application

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

See location map & sign design proposal attached to this application

*For physical improvements, will it be located on:

Public Right-of-Way:

Private Property:

Common Area Owned by the Homeowners Association: **Cambridge Village Homeowners Ass. Inc.**

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

Cambridge Village Homeowners Ass. Inc and a copy of the minute's w/ approval is attached to this application and a copy of the title info form OCPA is included.

proposed grant project. Non-HOA's, please attached a letter with signatures. See page 2.

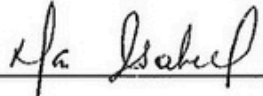
We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on _____ (date), and attached are the minutes/letter reflecting this vote.

MARIA ISABEL PEREZ

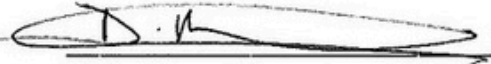
Print name of person preparing application



Signature of Project Leader



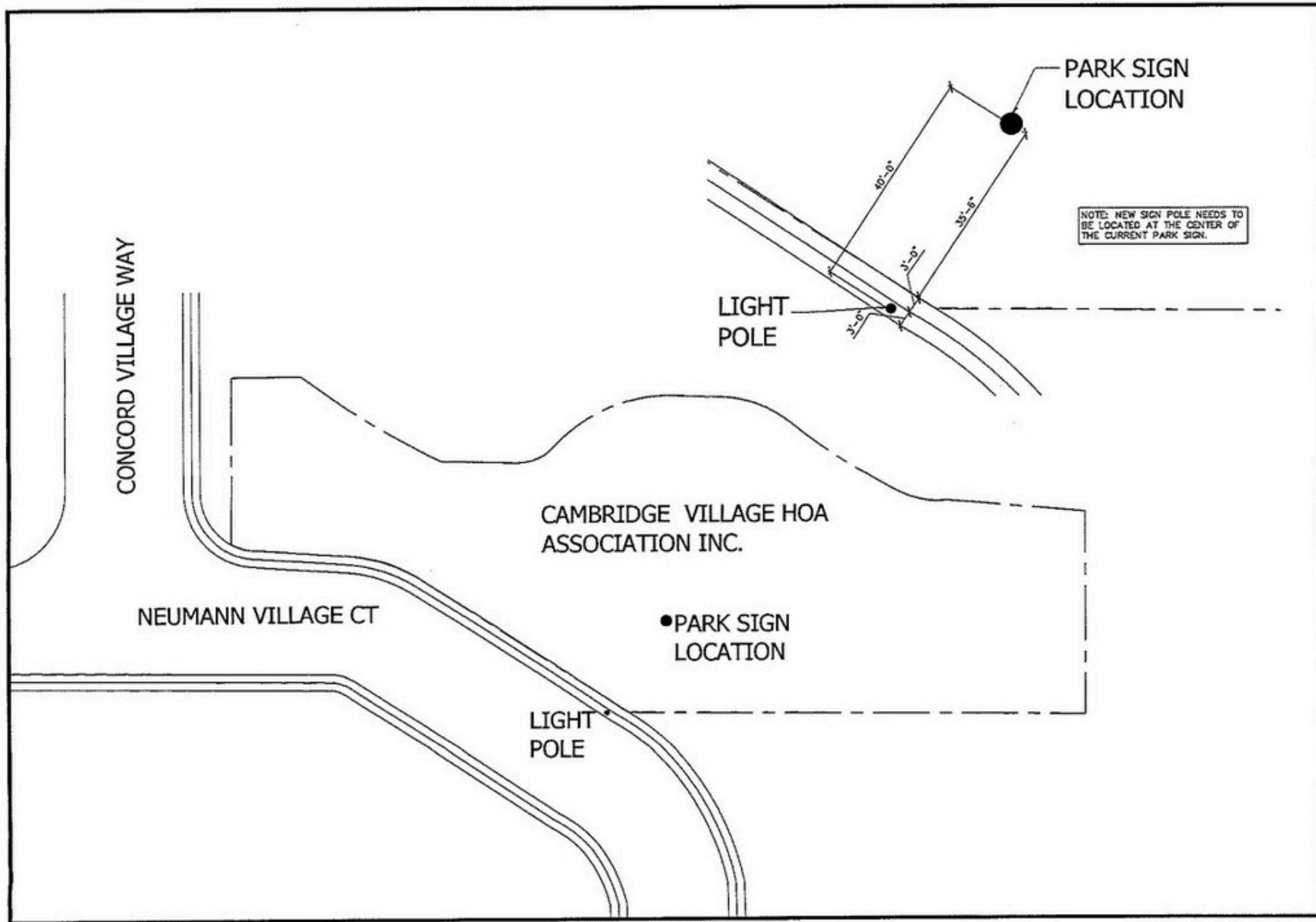
Signature of person preparing application



Signature of Neighborhood President

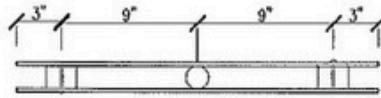
Date: 02/27/2024

Date: 02/27/2024



DESIGN BY: MARIA ISABEL PEREZ
 MIDARCHITECT@GMAIL.COM
 407 574 1267





B-B
SIGN PLAN VIEW

- NOTE:
- DOUBLE SIGN IN METAL SHEET WITH METAL POLE.
 - FOR METAL SHEET COLOR WHITE BACKGROUND W/ DARK GREEN LETTERING
 - POLE PAINTED DARK GREEN MATCHING LETTERING COLOR

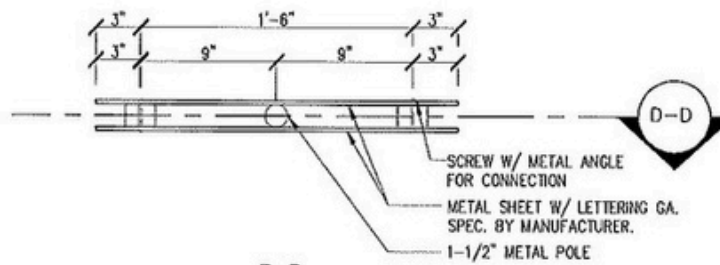


A-A
SIGN FRONT ELEVATION

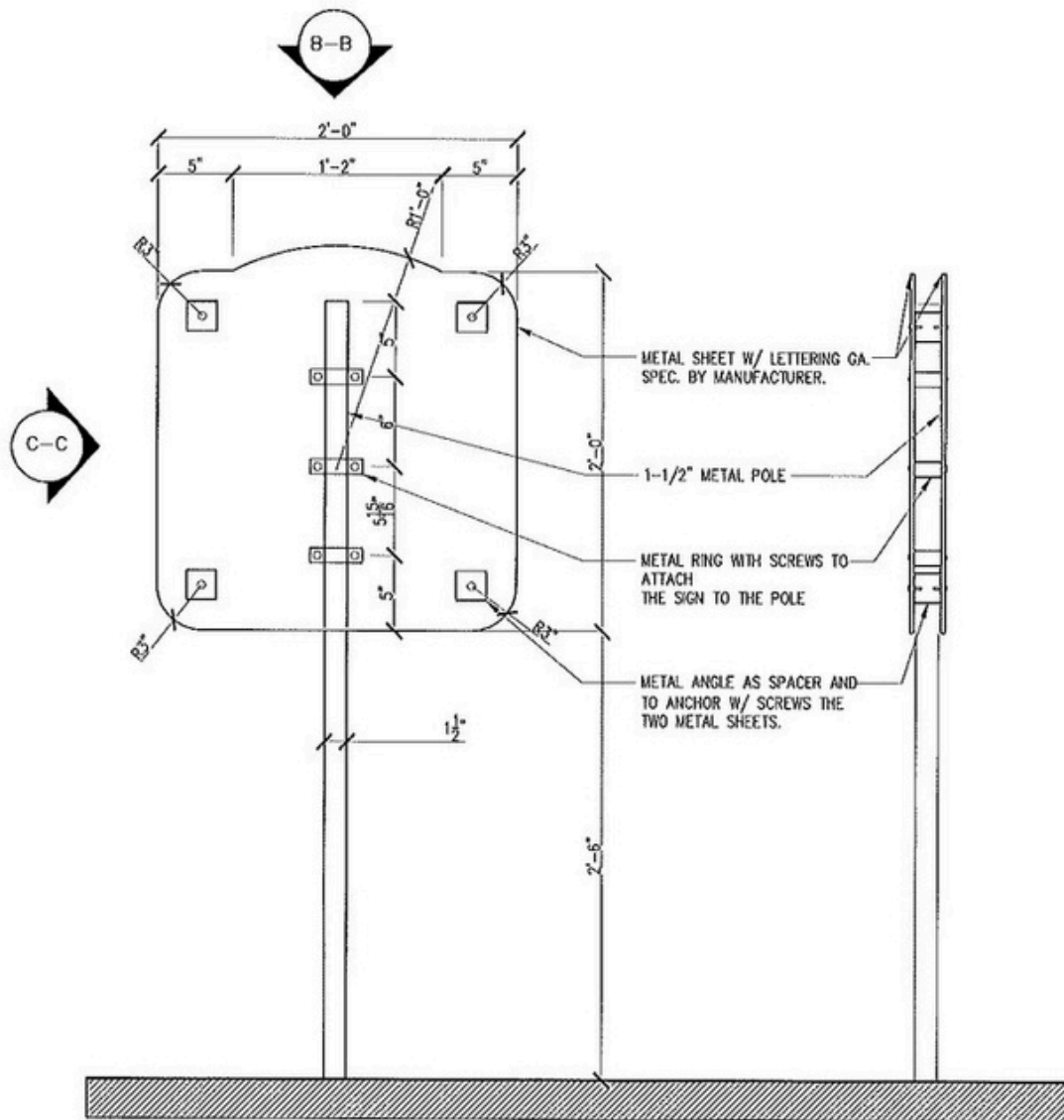
SK-3 NEUMANN VILLAGE H.O.A. PARK SIGN (OPTION B)
SCALE: 1 1/2"=1'-0"
REF:



DESIGN BY: MARIA ISABEL PEREZ
MIQARCHITECT@GMAIL.COM
407 574 1267



B-B
SIGN PLAN VIEW



D-D
SIGN SECTION/BACK SIDE

C-C
SIGN SIDE ELEVATION

SK-4 NEUMANN VILLAGE H.O.A. PARK SIGN (OPTION B)
SCALE: 1 1/2"=1'-0"
REF:



DESIGN BY: MARIA ISABEL PEREZ
MIQARCHITECT@GMAIL.COM
407 574 1267



OR Bk 6498 Pg 277
Orange Co FL 2002-0172656
04/10/2002 07:37:31am
Rec 78.00

CAMBRIDGE VILLAGE
Declaration of Covenants, Conditions and Restrictions

This Declaration of Covenants, Conditions and Restrictions, is made and entered into this 14th day of February, 2001, by **CAMBRIDGE VILLAGE, LTD.**, a Florida limited partnership, hereinafter referred to as "*Developer*" or "*Declarant*."

WITNESSETH:

Whereas, Developer is the owner of certain real property known as **CAMBRIDGE VILLAGE**, according to the plat thereof as recorded in Plat Book 50, Page 66, Public Records of Orange County, Florida; and

Whereas, the above described real property excluding Tract E shall hereinafter be referred to as the "*Property*;" and

Whereas, it is contemplated that real property excluding Tract E hereinafter classified as the Property is to be developed into single residential dwellings; and

Whereas, Developer desires to provide for the preservation of the values in said community and to this end, desires to subject the property excluding Tract E to the covenants, restrictions and easements, hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof.

Now, therefore, the Developer declares that the property excluding Tract E and any additions to the Property, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "*Covenants and Restrictions*") hereinafter set forth.

Article I
Definitions

SECTION 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

**Express Signs**

637 Palm Drive Suite 100

Ocoee, FL 34761 US

407-347-9270

Eric@GoExpressSigns.com

www.GoExpressSigns.com

Estimate 19468**ADDRESS**

Maria Isabel Perez

Neumann Village HOA

DATE

02/22/2024

TOTAL**\$1,251.38****P.O. NUMBER**

Park Sign

SALES REP

SK

	DESCRIPTION	QTY	RATE	AMOUNT
Art Setup	Design of 2 Park Signs	1	250.00	250.00T
Aluminum	Manufacture of 24" x 24" Aluminum .080 Park Signs with Protective Vinyl Overlamine. Includes 2 Signs that are Custom Cut to Shape and Metal Pole. Signs to be Mounted to Pole with Metal Brackets.	1	550.00	550.00T
Installation	Installation of Pole and Signs at Neumann Village	1	375.00	375.00T

SUBTOTAL 1,175.00

TAX (6.5%) 76.38

TOTAL \$1,251.38

THANK YOU.

Accepted By

Accepted Date

**Estimate #3961****2/20/2024****Prepared For:**

Neumann Village HOA
Maria Perez
Neumann Village Court
Ocoee, FL 34761

Phone: 407 574 1267

Fax:

Alt. Phone:

E-Mail: miqarchitect@gmail.com

Prepared By:

Mark
The Sign Factory
711 S. Bluford Ave.
Ocoee, FL 34761

Phone: (407) 656-7986

Fax:

Alt. Phone:

E-Mail: mark@signfacts.com

Description:

CUSTOM POLE SIGN FOR HOA

Estimated time for production: 10 working days

Quantity	Description	Each	Total	Taxable
2	24.00 in x 26.00 in 3M IJ280 CV4 Controllac Vinyl printed with Mimaki outdoor inks. Top laminated with 3M 8519 Luster Laminate. Mounted on one side of 6mil Dybond composite aluminum panel. Artwork setup included.	347.2548	\$694.51	✓
1	3" X 96" Round Smooth Pole With Top Welded Closed Color: Dark Green - Special Mounting Hardware Included.	437.00	\$437.00	✓
1	SHIPPING & HANDLING TO BE DETERMINED!	0.00	\$0.00	✓
		Subtotal	\$1,131.51	
		Sales Tax	\$73.55	
		Tax Exempt	\$0.00	
		Total	\$1,205.06	

Terms:

Estimate good for 30 days. 50% down on signing, Balance due before shipping.. Visa/MC/AMX accepted. This estimate must be signed and dated before starting this job.

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms on this agreement.

Signed by**Date****Amt. Paid Today**



ORLANDO

407.246.1567 | 4498 Vineland Rd. Orlando, FL 32811
AllegraOrlando.com | SignsNow.com/OrlandoFL



Maria Isabel Perez
Maria Isabel Perez 407-574-1267
Neumann HOA
578 Neumann Village Ct
Ocoee FL

Estimate

No: 64759

Date: 02/26/24

SHIP TO:

Maria Isabel Perez 407-574-1267
Neumann HOA
578 Neumann Village Ct
Ocoee FL

Acct.No	Ordered by	Phone	P.O. No	Prepared by	Sales Rep	Ship By
31	Maria Isabel Perez	407-574-1267		Jeanne McKenzie	Sylvester Campag	Pickup
Quantity	Description					Price
2	Neumann Village HOA Park Sign					
	HOA Signage: 2 sided White Vinyl mounted to .080 aluminum with Green lettering and green Metal Pole (includes 1 green pole, double sided sign, brackets and installation) 1 Side 24 x 24					1,100.00
Payment in full required to start job.					Subtotal	1,100.00
					Shipping	0.00
					Postage	0.00
					Tax	71.50
					TOTAL	1,171.50
					Terms	Payment in full

Authorized By _____ Date _____

Allegra Print & Imaging · 4498 South Vineland Road · Orlando FL 32811 · (407) 246-1567

Acme Signs & Prints
9422 east colonial drive orlando, FL 32817
sales@acmesigns.us
(407) 412-5918

www.acmesignsandprints.com



Quote 3096

SALES REP INFO
Acme Signs 9422
acme9422@acmesigns.us
(407) 412-5918

QUOTE DATE
Thu, 02/15/2024
QUOTE EXPIRY DATE
Sat, 03/16/2024
TERMS
Due on receipt

REQUESTED BY
Maria Isabel Perez

CONTACT INFO
Maria
miqarchitect@gmail.com

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Cambridge HOA Park Sign 24" x 24" UV printed Max metal sign cut to shape as per design 2 panels mounted with brackets 2 3/8" aluminum pole painted hunter Green as per the text color on the Information board	1	Each	\$495.00	\$495.00	Y
2	Field Installation Digging hole, installation of pole and securing with concrete mix.	1	Hr	\$380.00	\$380.00	Y

This handcrafted quote is based on the specific information you've given us and is valid for 30 days.

When you approve this quote, you are agreeing to pay 100% of the quoted price. We require a 50% deposit to begin work on your project. Once we receive your deposit, we'll schedule your project and email you an estimated completion date. The remaining balance is due upon completion of your order.

Need to make that changes?

No problem - but please realize, changes to quantity or specifications will affect your price. We will provide you with an updated quote based on the changes.

Subtotal:	\$875.00
Sales Tax (6.5%):	\$56.88
Total:	\$931.88

Downpayment (50.0 %)

\$465.94

SIGNATURE:

DATE:

Cambridge Village HOA Board Meeting Minutes

West Oaks Library – Sarchet Community Room

Sunday, February 4, 2024

4:00pm - 5:30pm

Board Members Present:

- Dwayne McCurvin - President
- Wosene Scott - Treasurer
- Ebony Germain – Secretary

Members of the Community Present:

- Rigo Jean-Louis (578)
- Mark Ramessar (708)
- Regine Debreus (725)
- Natalie Anderson (680)
- Ana Araque (673)
- Ervens Germain (700)
- Joacine Raymond-Green (695)
- Ruby Morris (683)
- Maria Perez (722)
- Kevin Scott (705)
- Thierry Fils (603)

1. Call to Order:

The meeting was called to order at 4:00pm.

2. Roll Call:

Roll call was conducted. All board members, along with additional community members, were present.

3. Approval of Previous Meeting Minutes:

The minutes of the previous meeting were reviewed and approved by all attendees.

4. 2023-Present Accomplishments and Recognition:

Accomplishments of projects for the year 2023 was presented. Project leaders were called out and recognized by name.

5. 2023 Year Financial Statement Reporting:

The 2023-year Statement of Operations was presented by the Treasurer. Each attendee received a copy of the statement for review. The issue of raising annual assessments was discussed. By a majority vote a motion to increase assessments up to a 50% to be implemented in a 1-2-year period was approved.

6. Current and Future Project Considerations:

The matter of potentially bringing in a professional management company was introduced. How a management company would benefit the HOA was discussed. Questions on power structure, decision making, and contracts were asked by attendees and addressed accordingly. By a majority vote a motion to bring in at least 3 management company proposals to be considered and voted on at the following HOA meeting was approved. Ebony Germain and Wosene Scott have been tasked with this project.

The matter of replacing neighborhood mailboxes was brought to be considered as a priority project for 2024. By a split vote a motion to bring in at least 3 proposals to be considered and voted on at the following HOA meeting was approved. Wosene Scott has been tasked with this project.

The matter of a broken neighborhood park sign was brought up from the floor by a community member. The budget to source this project was discussed. Maria Perez proposed applying to the Ocoee Neighborhood Matching Grant Program. By a unanimous vote the motion to submit an application to the Ocoee Neighborhood Matching Grant Program was approved.

7. Adjournment:

A date for the next HOA meeting is TBD. The meeting was adjourned at 5:30pm.

Respectfully submitted,

Wosene Scott
Cambridge Village HOA Board Member



NEUMANN
VILLAGE  H.O.A.

GENERAL RULES

Park hours - sunrise to sunset

All pets must be leashed.

Park in designated areas.

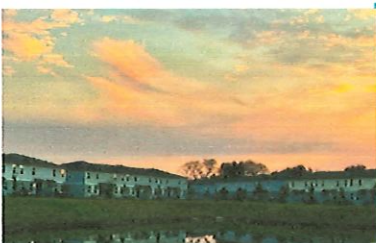
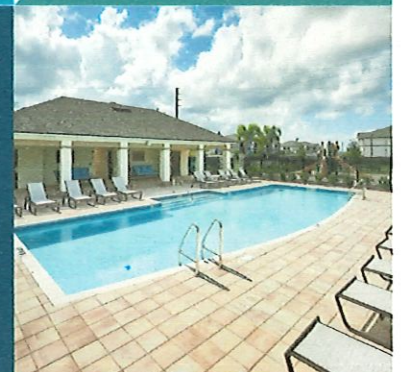
Please dispose of trash in
proper receptacles.

Alcoholic beverages prohibited.

FOR NEUMANN'S RESIDENTS ONLY)

Greens at Forest Lake

City of Ocoee
Community Improvement Grant Application
March 2024



Dear City of Ocoee,

We are writing to you with passionate enthusiasm for our proposed project: **Greens at Forest Lake Community Table**. This initiative aims to transform the cul-de-sac on Desert Candle Dr into a vibrant and welcoming picnic area, enriching the lives of our community and fostering a sense of togetherness.

Our neighborhood already thrives on the spirit of connection. Every month we host a food truck night, drawing residents of all ages and backgrounds together. However, the lack of dedicated seating hinders the full potential of these gatherings. This is where Greens at Forest Lake Community Table comes in.

With your invaluable support through the Ocoee Neighborhood Matching Grant Program, we envision a multi-functional picnic haven:

- Inviting picnic tables and benches will offer comfortable seating for families and friends to enjoy their meals and connect.
- Shade from existing trees will provide much-needed respite from the Florida sun, making the area enjoyable throughout the day.
- Pavers will help mitigate issues with pests in the area and make for easy clean up!

This project goes beyond mere aesthetics. It creates a shared space where neighbors can build lasting bonds, celebrate special occasions, and simply enjoy each other's company. It fosters a sense of community pride and encourages outdoor activities, promoting health and well-being. By investing in this project, you are not just funding pavers, picnic tables, and benches; you are investing in the heart and soul of our community, strengthening bonds and creating lasting memories for generations to come.

We urge you to consider the transformative potential of Greens at Forest Lake and grant us the opportunity to bring this vision to life.

Thank you for your time and consideration.

Sincerely,
The Residents of Greens at Forest Lake



GREENS AT FOREST LAKE



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01 Grant Application

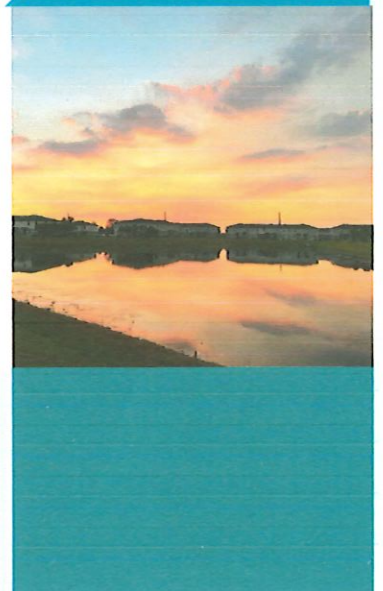
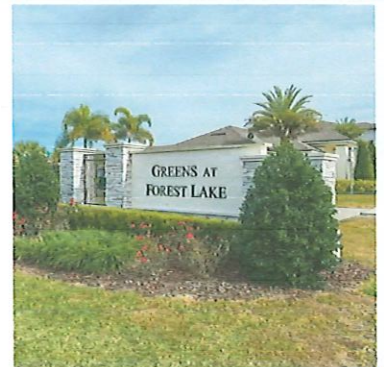
02 HOA Meeting Minutes

03 Site Photos

04 Site Diagram

05 Budget

06 Quotes



**City of Ocoee
Neighborhood Matching Grants Program**

PLEASE PRINT OR TYPE

Name of Neighborhood: Greens at Forest Lake
Project Leader: Kellie Beck
Address for Project Leader: 2551 Sweet Viburnum Way, Ocoee FL 34761
Project Leader (Cell) 407-446-3207 (Home) 407-446-3207
Email Address: KellieABeck@gmail.com

What is the name of your proposed project?

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

Open Space and Common Area Enhancement

Greens at Forest Lake Community Table

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

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

When was it formed? 2020 How many members are in the association? 198

Are the members all homeowners in the neighborhood? Yes

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

Board with President, Vice President, and Secretary/Treasurer.

Two advisory committees: Architectural Review and Compliance

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

Elections are held every June, it requires 30% of homeowners to attend to establish a voting quorum. Three homeowners are elected to the board, and job roles (President, VP, Secretary/Treasurer) are determined by the elected board members.

If your neighborhood does NOT have an HOA:

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

How many members are in the group? N/A

How many homes are in your neighborhood? _____

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

N/A

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

Briefly describe the proposed project: Our HOA has a great common area at the end of Desert Candle Drive in the cul-de-sac. We hold food truck nights here monthly.

However, the lack of seating means this space is rarely used. This project aims to make use

of the space by installing durable pavers, picnic tables, and incorporating signage.

These improvements will create a functional and inviting gathering space for the community.

List the project goals:

- (1) Enhance the aesthetics and functionality of the common area.
- (2) Encourage community interaction and social gathering.
- (3) Provide a space for families, friends, and neighbors to connect.

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

The project will be installed in the grassy space at the end of Desert Candle Drive in the culdesac. This is property owned and managed by the HOA.

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

For physical improvements, will it be located on:

Public Right-of-Way: _____

Private Property: _____

Common Area Owned by the Homeowners Association: Desert Candle Dr Cul-de-sac

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

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

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on 2/27/24 and attached are the minutes/letter reflecting this vote.

Kellie Beck

Print name of person preparing application

K Beck

Signature of person preparing application

Date: 2-28-24

K Beck

Signature of Project Leader

K Beck

Signature of Neighborhood President

Date: 2-28-24

HOA Meeting Minutes

Meeting of the Board of Directors Greens at Forest Lake HOA

MEETING MINUTES

February 27, 2024 @ 6:00PM

Virtual via ZOOM (link will be emailed prior to meeting)

I. The meeting was called to order at 6:00 PM

II. All Board Members are present. In attendance are Pres. Beck, Vice Pres. Delgado and Sec/Treas Guimares. D Garrow represented HomeRiver group

III. Meeting was noticed via a posting at the pool area in a conspicuous spot designated for that purpose and was posted on 2/23/24

IV. Kellie Beck gave an overview of the City of Ocoee Grant process and the intended use if awarded

A motion was made to move forward with the grant and use \$5,427 from the operating account to pay for the remainder of the project after the \$2000 (which is the maximum) is awarded as part of the matching nature of the grant by Kellie Beck second by Judith Guimares Motion carried unanimously

V. A motion was made to move the CIAC Fund account of \$40,017.12 that is no longer owed to Meritage into the operating account and then allocate \$24,610 to pay the monies owed to the reserves by Julian Delgado second by Kellie Beck Motion carried unanimously.

VI. The meeting was adjourned by President Beck at 6:24PM

Respectfully submitted by

Dean Garrow CAM

Site Photos



NORTH VIEW

From the North of the cul-de-sac you can view the empty space as well as our emergency access gate in the background. The Greens at Forest Lake Community Table (picnic area) will be situated with a clearance of at least 50 ft from the emergency access gate.

EAST VIEW

From the East of the cul-de-sac you can see the grassy area situated between two young oak trees where the picnic area will sit. As the trees grow they will help provide shade coverage for the area, creating a welcoming space that will contribute to the use of the area long term.

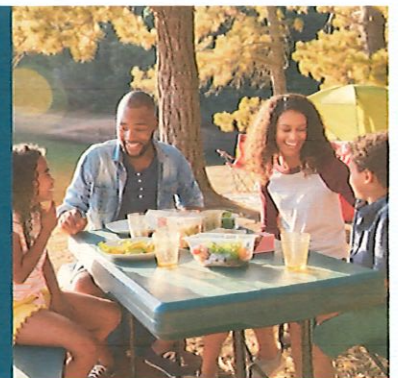
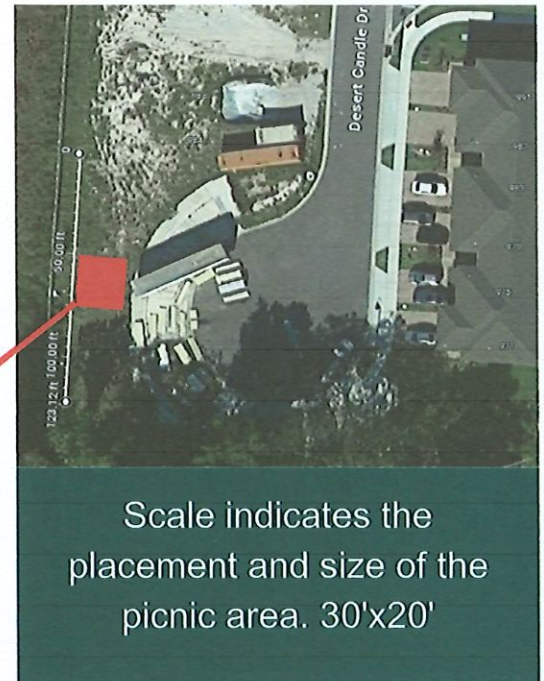
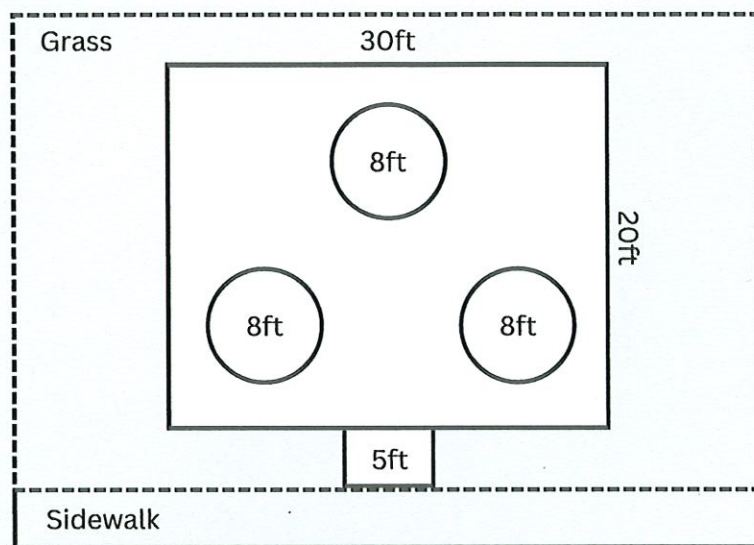


SOUTH VIEW

From the South of the cul-de-sac you can view the empty space as well as the closest home in the community. The Greens at Forest Lake Community Table will be situated with a clearance of at least 30 ft from the nearest home, helping to manage noise concerns.

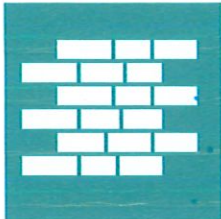
Site Diagram

The picnic area will be 30' by 20' and hold 3 round picnic tables capable of seating 12 to 24 people (depending on size). Placement is in the HOA owned grassy area at the end of Desert Candle Dr in the cul-de-sac.



Budget

While quotes are only required for budgetary items over \$1,000, we also reviewed quotes for each major component of the project to insure we're being fiscally responsible with both community and city funds.



Pavers and Concrete

Quote 1: Orlandoscape & Pavers Inc.

Quote 2: Teggcrete LLC

Quote 3: Exterior Service Pros

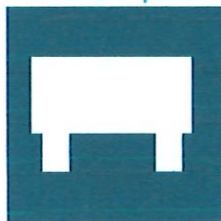


Tables

Quote 1: Amazon

Quote 2: Lowes

Quote 3: Global Industrial



Signage

Quote 1: Fast Signs Orlando

Item	Quantity	Cost	Subtotal
Paved Pad (Concrete or Pavers)	1	\$4,600.00	\$4,600.00
Picnic Tables + shipping	3	\$880.00	\$2,640.00
Park Sign	1	\$187.58	\$187.58
TOTAL			\$7,427.58

Paved Area - Quote Orlandoscape

ORLANDOSCAPE & Pavers Inc.

1792 Crown Point Woods Cir.
Ocoee, FL 34761

Robey
407-752-4780

email: orlandoscapepavers@yahoo.com

Proposal Submitted To	<i>Greenis at Forest Lake</i>	Phone	<i>(407) 446-3207</i>	Date	<i>2-22-24</i>
Street	<i>1185 Desert Candle Dr.</i>	Job Name			
City, State and Zip Code	<i>Ocoee FL</i>	Job Location			
Estimator	<i>Robey</i>	Date of Plans			

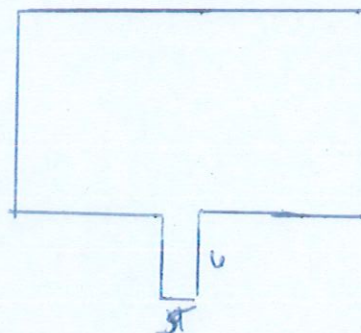
We hereby submit specifications and estimates for:

Pavers

1. Install *660* sqft pavers with 5% waste
2. Removal of grass, dirt, ~~concrete~~, Haul away all debris
3. Install crushed concrete base & concrete border
Color: *RTC* Type: *6x6/6x9* Pattern: *T-Pattern*
4. 1 year warranty on workmanship
5. Irrigation: move or cap sprinklers
Type: Driveway - Driveway to sidewalk to front door - Walkway
Patio - Approach
6. Sealer: Acrylic ☐ or Water Base ☐ *get 653 E*
7. Pool: ☐
8. Coping: Size _____ Length _____
9. Skimmer & Riser: YES ☐ NO ☐
10. Door Adjusted: _____
11. Drain's: Size _____ Length _____
12. Baby Guard: Length _____

*Concrete 3000 psi, put 2 bar mesh pump track
Demo + grade (630) \$5040 pump \$450
Dir + \$450
SOD \$350
Permit \$200
*6490.00**

*paver + demo
4620.00 (A)
18yd 1 and 1/2 fill dirt
\$450 (B)
SOD (1) pellet Bohin
\$350 (C)
Permit: if needed \$200 (D)
30*



I have read and understand the Sod Care Instructions and Warranty on reverse side. _____ Initials

We Propose Hereby to furnish material and labor—complete in accordance with above specifications for the sum of:

1/2 down 1/2 upon comp *A+B+C+D* dollars (\$ *5620.00*).

Payment to be made as follows:

All Sales are final no guarantee. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to our standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Price shown hereon does not include state sales tax. That will be added to final bill. In the event of any dispute hereto, the prevailing party shall be entitled to reimbursement for it's reasonable attorney's fees, interest and costs through all appeals and collection efforts. (18% interest; 30 days).

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within *30* days.

Company is not responsible for any unseen objects under-ground, such as cable and/or phone lines and septic tanks.

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

Signature _____

Paved Area - Quote Teggcrete LLC

ESTIMATE

Teggcrete LLC
313 Stimson St
Orlando, FL 32839

JTegg4@Teggcrete.com
+1 (407) 854-3966
<https://Teggcrete.com>

Greens At Forest Lake HOA

Bill to
Greens At Forest Lake HOA
1135 Desert Candle Dr Ocoee Fl

Estimate details
Estimate no.: 1341
Estimate date: 02/26/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Slab on grade 20x30 with 5x5 sidewalk to pad.		625	\$10.00	\$6,250.00

Total	\$6,250.00
-------	------------

Note to customer
Thank you for your business.

Paved Area - Quote Ext. Service Pros

ESTIMATE

Exterior Service Pros
8121 soldierwood street
Winter garden, FL 34787

ecporlando@gmail.com
+1 (407) 394-6984



Kellie

Bill to
Kellie

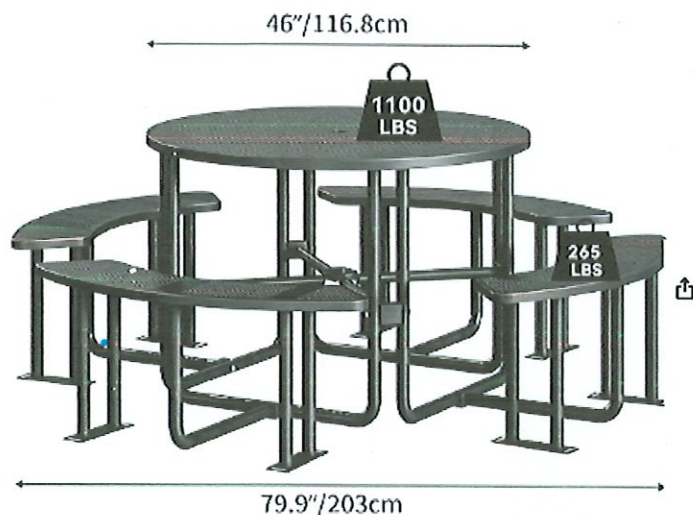
Estimate details
Estimate no.: 1092
Estimate date: 02/26/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Paver Installation		1	\$4,600.00	\$4,600.00
20 x 30 area including 6 x 5 entrance in sunset blend 2 piece pavers this is including of all material and labor + permit						

Total \$4,600.00

Note to customer
Thank you for your business.

Picnic Tables



AMAZON

[View Listing](#)

Price: \$779.99

YITAHOME Coated Iron Outdoor Picnic Table w/Heavy Duty Frame, 46" Round Picnic Table for Yard Patio Lawn, Pre-Reserved Umbrella Hole for All Weather, Black

Visit the YITAHOME Store
4.4 ★★★★★ 4 ratings

\$779⁹⁹

LOWES

[View Listing](#)

Price: \$1666.44

\$1,666.44

\$1583.12 when you choose 5% savings on eligible purchases every day. [Learn How](#) OR \$278/mo suggested payments with 6 months special financing. [Learn How](#)

Buy Now, Pay Later \$103.99 with 18 monthly payments. [Learn How](#)

- Ultra-durable thermoplastic coated planking with powdercoated steel frame
- Umbrella hole
- All MIG welded frame

Manufacturer Color/Finish: Blue



GLOBAL INDUSTRIAL

[View Listing](#)

Price: \$783

Model #: T9F277150BK

EXCLUSIVE BRANDS DISCOUNTED

Global Industrial™ 46" Round Picnic Table, Expanded Metal, Black

[View All Expanded Metal Picnic Tables](#)

★★★★★ (29) | Questions & Answers (0)

Purchase Information

PROMOTIONAL PRICE ⓘ

Ships Same Day ⓘ

Estimated Delivery to



Signage



4835 E. Colonial Dr.
Orlando, FL 32803
(407) 898-5770

ESTIMATE EST-53090

FASTSIGNS.com/239

Payment Terms: 100% Payment Required

Created Date: 2/23/2024

DESCRIPTION: PICNIC AREA RULES SIGN - 24"W x 18"H **INSTALLED**

Bill To: Greens at Forest Lake HOA
1135 Desert Candle Dr
Ocoee, FL 34761
US

Installed: Greens at Forest Lake HOA
Kellie Beck
1135 Desert Candle Dr.
Ocoee, FL 34761
US

Requested By: Kellie Beck
Email: kellieabeck@gmail.com
Cell Phone: (407) 446-3207

Salesperson: Arie Ferrari
Email: arie.ferrari@fastsigns.com

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	CREATIVE SERVICES <i>Import customer provided artwork, provide proof(s) and prep file(s) for production process. For FASTSIGNS Orlando use only.</i>	1	\$55.00	\$55.00
1.1	LGD - Part Qty: 1			
2	PICNIC AREA RULES SIGN - 24"W x 18"H **INSTALLED** - QTY:1 Full color Direct UV Print to 3mm MaxMetal (Aluminum/PVC Composite Material) - single sided - square corners - holes centered top & bottom for display on u-channel post.	1	\$95.08	\$95.08
2.1	DIBOND/MAXMETAL 3MM - SIGN ONLY Part Qty: 1 Width: 24.00" Height: 18.00" Sides: 1 Text: customer provided artwork - saved in folder			
3	GREEN U-CHANNEL POSTS - 72"H - QTY:1 • Rolled from rail steel for superior strength • 3/8" diameter punch holes on 1" centers • Tapered on one end for easy installation	1	\$47.50	\$47.50
3.1	U-CHANNEL SELECTION - HARDWARE ONLY Part Qty: 1 - U-Channel Size and Color: 6' Green			

Neighborhood Matching Grants Program

PLEASE PRINT OR TYPE

Name of Neighborhood: Lake Olympia Club
Project Leader: Pam Ryan
Address for Project Leader: 1508 Adriatic Dr.
Project Leader (Cell) 4072908850 (Home) _____
Email Address: ryanryanp@aol.com

What is the name of your proposed project?

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

Clark Entrance Lawn Replacement

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

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

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

Are the members all homeowners in the neighborhood? _____

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

3 Board Members - President, VP, Compliance

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

Yearly - our January/February meeting
Sends applications for any neighbor
to nominate and/or vote for board
members

If your neighborhood does NOT have an HOA:

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

How many members are in the group? _____

How many homes are in your neighborhood? 93

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

What is the dollar amount being requested? (dollar amounts must be matched by the neighborhood. The maximum grant award is \$2,000.) \$2000

Briefly describe the proposed project: When the city was replacing the electric polls on Clark our entrance sustained some damage from the trucks sitting on our grass. We are looking to replace the grass on the north side.

List the project goals:

- (1) Kill remaining grass/sod
- (2) pull up grass/sod
- (3) replace grass/sod

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

entrance of Lake Olympia Club.
Adriatic/Clarke

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

For physical improvements, will it be located on:

Public Right-of-Way: Adriatic/Clarke

Private Property: _____

Common Area Owned by the Homeowners Association: _____

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

proposed grant project. Non-HOA's, please attached a letter with signatures. See page 2.

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

Pam Ryan

Print name of person preparing application

[Signature]

Signature of person preparing application

Date: 3-6-2024

[Signature]

Signature of Project Leader

[Signature]

Signature of Neighborhood President

Date: 3-6-2024

Lake Olympia Club HOA
Board Meeting Minutes – Draft
Tuesday, October 10th, 2023 - 6:00 PM
Zoom Meeting

2024 BOD Members : Pam Ryan, President (24); Lamar Powers VP (25); Joe Gaillot, Treasurer/Secretary (26)

Comments from Neighborhood-not part of minutes:3 homeowners present

- I. Call to Order:** 6:15 PM or after Annual Meeting if there is a quorum.
- II. Quorum:** Pam Ryan, Lamar Powers, Joe Gaillot and also present is Karl Schuberth LCAM with Southwest Property Management.
- III. Notice of Meeting:** Community signs & on www.SouthwestPropertyManagement.com
- IV. Approval of Minutes:** Lamar **MOTIONS** to approve the minutes from 10-10-23. Seconds: Pam All Approve
- V. Manager's Report**
 - A. Financials**
 - Collections:** Review Financials and Receivables.

- 1. Motion to waive fees? None at this time.

Maintenance Report

1. Silver Star 4x4 Posts gap. Karl to get landscaper to install these and get paint from Joe for landscaper to paint them with. Joe said he will install the additional posts to fill the gap next to the existing yellow posts by the Silverstar entrance. Open item.

2. Clark Entrance irrigation leak- Motion by Pam to approve the irrigation repair quote for \$1500 from GRL. 2nd by Lamar. Approved. Leak repaired so that leak is very small and only when North side of Clark irrigation is running. Full repair couldn't be accomplished because irrigation pipe runs under the road. Done.

There was a new leak on Olympus that has been repaired once but is still leaking slowly. Landscaper checking again this week. Open item.

3. Clark entrance damaged/missing sod by powerlines. Pam will check on the deadline for applying for a City of Ocoee grant and get back to Karl. Motion by Pam, 2nd by Joe to apply for the City of Ocoee grant so the HOA can be re-imbursed up to \$2000 for new sod for the Clark entrance. Approved. See 3 attached quotes to replace the dead/missing sod. Motion to approve vendor? Motion by Pam, 2nd by Joe to approve the GRL quote for \$1450 SF of sod for \$2000 to submit to the City of Ocoee for their grant program. Approved. Open item.

4. Silver Star - Landscaping, sign, flagpole. Lamar says some bushes and hedges need to be cut back so the sign can be seen and smaller plants need to be installed on the raised part of the sign so the sign is not blocked. Karl to follow up with the landscaper. Done.

5. Pam says the board inside the sign that holds the letters in the sign on Clark needs to be replaced. Karl to check on sets of small letters to order. Currently the letters are two inches wide. Pam to check how wide the slots are on this board that holds the letters. Joe is going to look for his key to the Olympus sign and send Karl a picture of the key. Karl ordered 1-inch letters for the Clark message board and gave to PAM. Lamar now has keys to the message board on Olympus and will post messages when needed. Done.

6. Mulch has been installed by the landscaper. Done

7. The rope on the HOA flagpole on Silver Star has been replaced and the vendor who replaced the rope said the pulley was fine and did not need to be replaced. Lamar purchased a new flag for the pole. Thanks to Lamar for calling attention to this need and following up to make sure it got completed.

ARC Report Lamar Powers Report.

128 Olympus landscaping. Karl to send a compliance letter to the owners saying that the Covenants require \$3000 of landscaping and that they need approval for the landscaping plan to install before they add the required plans. Owners installed the required landscaping. Done.

1507 Acropolis new roof. Karl to send owner a letter to file an application. E-mail sent with application form attached. Open item.

B. **Compliance** Board will receive copy of monthly inspection report by next week.

104 Olympus. Joe says that he will try to find one additional member for the Fining Committee. Open item.

New Attorney for Compliance-DiMasi Law

Motion by Pam to engage DiMasi as a law firm, 2nd by Joe. Approved.

Karl to notify DiMasi and get an engagement agreement. Engagement agreement needs to be signed by the President. Karl has brought the engagement agreement to this meeting to be signed. Pam signed the engagement agreement and Karl will send to DiMasi. Done.

1. **Old Business**

2. Review of Bylaws/Covenants by Lamar. Difference in two documents in term lengths and quorums. Discussion. Lamar is going to re-send the items he has noticed to Karl for review.

3. Need to review fence guidelines. Discussion. Vinyl fences are a good thing. No further discussion.

4. Joe says documents say trash containers must be out of public view. Karl is writing violations for this issue when seen.

5. 110 Olympus has solar panels on front elevation. Did they get approval? Yes. Discussion? None.

VI.

VII. **New Business**

1. Confirmation of board members and board officers for 2024. Motion by Pam, 2nd Joe that as the were no quorum for the Annual meeting that the current board members continue in their current board positions and in the same officer positions as currently. Approved.

2. After the irrigation leak at Olympus is fixed, the board would like to have quotes to install sod in front of the HOA sign at 207 Olympus. Open item.

3. Karl to get quotes to pressure wash the sidewalk in front of the pond across from 130 Olympus. Open item.

VIII. **Adjournment:** 7:59 PM **MOTIONS** Joe : Seconds Pam. : All Approve

2024 Board meeting dates: Next meeting is October 17th 2024 -Budget Meeting

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



J.L.C. Outdoor's Inc.
8130 N. Orange Blossom Trail
Orlando, FL 32810
(407) 595-5818

Landscape Proposal

02/22/2024

Proposal Submitted to:

**Lake Olympia Club
Ocoee, FL 34761**

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Sod Repair:

*Area of replacement is on Clark Road (South Entrance to Community) near 1520 Adriatic Avenue, Ocoee, FL 34761

- Cut out 1,450 sq. ft. of damaged sod with sod cutter
- Prep and grade area for installation
- Haul all debris

-Supply and install 1,450 sq. ft. of 'floritam' saint augustine sod

*Irrigation will be checked to ensure optimum coverage for all new installation. Repairs and/or amendments will be billed at the rate of \$80.00 per man hour plus the cost of materials.

All material is guaranteed to be as specified, and labor will be performed as specified in a workmanlike manner for the sum of \$2,030.00 with payment due upon completion.

Any alterations or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control.

This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal

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

Date

Signature



Remodeling & Landscaping

Proposal - Acceptance

**NOTE: Price does not include. ALL THE TURF ON THE SOUTH SIDE.
The quoted cost(s) does not include any taxes or permit fees, if applicable.**

G.R.L. MISSION STATEMENT

“ To always exceed customer expectations by providing unequalled service in an ethical, environmentally responsible, caring and responsive manner.”

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

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

As Above, plus applicable taxes.

DOLLARS (\$) + TAX \$ 2,000.00

PAYMENT TO BE MADE AS FOLLOWS:

Balance upon completion,

\$ 2,000.00

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

AUTHORIZED SIGNATURE:

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

ACCEPTANCE OF PROPOSAL:

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

DATE OF ACCEPTANCE:

SIGNATURE:



Remodeling & Landscaping

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

Proposal- Acceptance

Proposal ID: 24-1003-2

SUBMITTED:	DATE:
Lake Olympia Club H.O.A.	1-1-23
STREET:	JOB NAME:
	REPLACEMENT OF TURF
CITY, STATE AND ZIP CODE:	JOB LOCATION:
Ocoee, Fl. 34787	CLARK RD SIDE ENTRANCE TO HOA
PHONE:	JOB/FAX PHONE:
(407) 656-1081	(407) 656-0974 Karl Schuberth (Southwest Property Management)
PROJECT DIRECTOR:	
(407) 656-1081 (407) 656-0974 Karl Schuberth (Southwest Property Management)	
WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:	

REPLACEMENT OF TURF SOUTH SIDE:

- Weed Kill about a 1450 sq. ft. of area on south side.
- 10 days after killing remove dead turf.
- Apply a Turf Root Starter for the new Turf.
- Supply and install 1450 sq. ft. of St. Augustine Turf.

Price includes Labor, Weed Killer, Root Starter, Turf & Dump Fees to complete.....\$ 2,000.00



Proposal #394569

Date: 02/23/2024

From: Steve Cohen

Proposal For

Lake Olympia

c/o Southwest Property Management of
Central Florida
610 North Wymore Road
Suite 200
Maitland, FL 32751

main: 407-656-1081
mobile: 321-277-8453
karl@swpmcfl.com

Location

1520 Adriatic Dr
Ocoee, FL 34761

Property Name: Lake Olympia

Replacing 1450sqft St. Augustine grass

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
General Labor	20.00	\$1,355.98
Sod	3.00	\$2,035.43
Irrigation Labor	2.00	\$182.40
Irrigation parts	1.00	\$114.28

This will be for pipes and heads to insure the proper coverage.

Client Notes

This will be 2 guys stripping out the old sod, prepping area, and laying 1450sqft of new sod. We will check and retrofit the irrigation to insure proper coverage. There is a limited one week warranty on the sod because we do not control the irrigation. When sod is laid irrigation needs to run everyday for 2 weeks to ensure it roots correctly. Included in the price will be

- Drive time to pick up sod
 - Stripping and cleaning of the old sod
 - Laying the new sod
 - clean up of material
 - Drive time to dump
 - Dump fee
-

Signature

x

SUBTOTAL \$3,688.15

SALES TAX \$0.00

TOTAL \$3,688.15

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Steve Cohen

Office:

scohen@yellowstonelandscape.com

< Albums

Select



HOA



 Library

 For You

 Albums

 Search

Clarke Rd.

Grass

Adriatic Dr.

Palm
bushes

Bushes Palm Bushes Palm

North

Grass

1,450 sqft

Palm
bushes

blm Bushes Palm

South

We would like to replace
the south side entrance
area with St. Augustine
sod. 1,450 sqft total grassy
area.



Fiscal Year 2023/2024

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

Deadline to submit applications is March 15, 2024 by 5 p.m.

3/15/24


**City of Ocoee
Neighborhood Matching Grants Program**

PLEASE PRINT OR TYPE

Name of Neighborhood: Ocoee Reserve

Project Leader: Keron V. Prashad

Address for Project Leader: 323 Circle Drive, Maitland FL 32751

Project Leader (Cell) 407-421-9519 (Home) _____

Email Address: kprashad@vistacamfl.com

What is the name of your proposed project?

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

Improvement of Ocoee Reserve

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

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

When was it formed? 2018 How many members are in the association? 43

Are the members all homeowners in the neighborhood? Yes

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

President, Vice-President, Treasurer

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

Through an annual election. Election is held at the annual meeting that convenes once a year in October.

If your neighborhood does NOT have an HOA:

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

How many members are in the group? _____

How many homes are in your neighborhood? _____

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

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

Briefly describe the proposed project: 1821.25

Repainting, sodding, and beautification of the entrance. Mulching and repairs of
the playground. Removing dead plants and replanting plants to
improve the image of the community. Fixing irrigation equipment that will
help maintain the image of the community.

List the project goals:

- (1) Beautification of the community
- (2) Restoration of systems related to the beautification of the community
- (3) Enhancement of the Common Areas

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

Intersection of Silver Star Rd. and Ocoee Reserve Ct.

Playground located on Ocoee Reserve Ct.

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

For physical improvements, will it be located on:

Public Right-of-Way: Intersection of Silver Star Rd. and Ocoee Reserve Ct.

Private Property: _____

Common Area Owned by the Homeowners Association: Playground

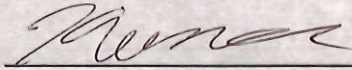
(Include written permission from the appropriate government agency if located in the right-of-way; or owner if located on private property.)

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

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on 6MAR (date), and attached are the minutes/letter reflecting this vote.

Keron V. Prashad

Print name of person preparing application

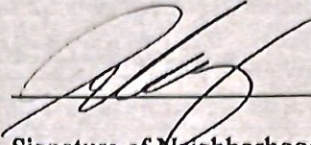


Signature of person preparing application

Date: 3/12/24



Signature of Project Leader



Signature of Neighborhood President

Date: 3/12/24

Ocoee Reserve Homeowners Association, Inc. Meeting of the Board of Directors

Date: Wednesday, March 6th, 2024

Time: 6:00 p.m.

Place: **Zoom**

Join Zoom Meeting

<https://us06web.zoom.us/j/2337793321?pwd=WFgzaGMvU1EzaVpnbFhYM2kxREpaZz09&omn=82365133931>

Meeting ID: 233 779 3321

Passcode: 32751

Minutes

- 1) Call to Order – Maria Del Carmen Morales called meeting to order at 6:01 P.M.
- 2) Establishment of Quorum – Quorum was established with the attendance of Maria Del Carmen Morales, Delroy Andrews, and Lucille Britton. Keron Prashad, LCAM, representing VistaCAM was present as well.
- 3) Proof of Notice - Notice was posted in accordance to Florida State Statutes and posted on the property.
- 4) Approval of Meeting Minutes –January 2024 – **Delroy Andrews motioned to approve the meeting minutes of January 24th, 2024. Maria Del Carmen Morales seconded the motion. All in favor. Motion passes unanimously.**
- 5) Reports
 - a) Treasurer’s Report – Keron Prashad presented the Treasurer’s Report.
 - b) Violations Report - Keron Prashad presented the Violation’s Report.
- 6) Old Business
- 7) New Business:
 - a) Grant Approval – **Lucille Britton motioned for the Ocoee Reserve HOA Board of Directors to submit an application to the City of Ocoee for the Neighborhood Matching Grant. Delroy Andress seconded this motioned. All in favor motion carried unanimously.**
- 8) Open Forum: Three minutes per owner on agenda items only

- 9) Set Next Meeting Date – Tentatively April 24th, 2024.
- 10) Adjournment – **Delroy Andrews motioned to adjourn meeting. Maria Del Carmen Morales seconded the motion. All in favor. Meeting adjourned 6:53 P.M.**











Ocoee Reserve Homeowners Association, Inc. Meeting of the Board of Directors

Date: Wednesday, March 6th, 2024

Time: 6:00 p.m.

Place: **Zoom**

Join Zoom Meeting

<https://us06web.zoom.us/j/2337793321?pwd=WFqzaGMvU1EzaVpnbFhYM2kxREpaZz09&omn=82365133931>

Meeting ID: 233 779 3321

Passcode: 32751

Minutes

- 1) Call to Order – Maria Del Carmen Morales called meeting to order at 6:01 P.M.
- 2) Establishment of Quorum – Quorum was established with the attendance of Maria Del Carmen Morales, Delroy Andrews, and Lucille Britton. Keron Prashad, LCAM, representing VistaCAM was present as well.
- 3) Proof of Notice - Notice was posted in accordance to Florida State Statutes and posted on the property.
- 4) Approval of Meeting Minutes –January 2024 – **Delroy Andrews motioned to approve the meeting minutes of January 24th, 2024. Maria Del Carmen Morales seconded the motion. All in favor. Motion passes unanimously.**
- 5) Reports
 - a) Treasurer’s Report – Keron Prashad presented the Treasurer’s Report.
 - b) Violations Report - Keron Prashad presented the Violation’s Report.
- 6) Old Business
- 7) New Business:
 - a) Grant Approval – **Lucille Britton motioned for the Ocoee Reserve HOA Board of Directors to submit an application to the City of Ocoee for the Neighborhood Matching Grant. Delroy Andrews seconded this motioned. All in favor motion carried unanimously.**
- 8) Open Forum: Three minutes per owner on agenda items only

- 9) Set Next Meeting Date – Tentatively April 24th, 2024.
- 10) Adjournment – **Delroy Andrews** motioned to adjourn meeting. **Maria Del Carmen Morales** seconded the motion. All in favor. Meeting adjourned 6:53 P.M.



Remodeling & Landscaping

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

Proposal- Acceptance

Proposal ID: 24-2008

SUBMITTED:	DATE:
Ocoee Reserve H.O.A.	2-12-24
STREET:	JOB NAME:
	IRRIGATION BATTERY TIMER
CITY, STATE AND ZIP CODE:	JOB LOCATION:
Ocoee, Fl.	PLAYGROUND AREA IN HOA
PHONE:	JOB/FAX PHONE:
682-3443	682-0181
PROJECT DIRECTOR:	
Keron Prashad (Vista Community Association Management)	
WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:	

IRRIGATION BATTERY TIMER FOR PLAYGROUND AREA:

- Remove battery timer in the ground by the mail boxes.
- Supply and install one 4 zone battery timer for the irrigation.

Price includes Labor and Timer to
complete.....\$ 350.00



Remodeling & Landscaping

Proposal - Acceptance

NOTE: Price does not include. REPAIR OF SYSTEMS, LINES OR HEADS
The quoted cost(s) does not include any taxes or permit fees, if applicable.

G.R.L. MISSION STATEMENT

“ To always exceed customer expectations by providing unequalled service in an ethical, environmentally responsible, caring and responsive manner.”

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

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

As Above, plus applicable taxes.

DOLLARS (\$) + TAX \$ 3500.00

PAYMENT TO BE MADE AS FOLLOWS:

Balance upon completion,

\$ 350.00

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

AUTHORIZED SIGNATURE:

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

ACCEPTANCE OF PROPOSAL:

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

DATE OF ACCEPTANCE:

SIGNATURE:



Remodeling & Landscaping

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

Proposal- Acceptance

Proposal ID: 231003

SUBMITTED:	DATE:
Ocoee Reserve H.O.A.	1-24-23
STREET:	JOB NAME:
	MULCHING
CITY, STATE AND ZIP CODE:	JOB LOCATION:
Clermont, Fl. 34787	PLAYGROUND PLANT BEDS IN HOA
PHONE:	JOB/FAX PHONE:
682-3443	682-0181
PROJECT DIRECTOR:	
Tasha Torres (Vista Community Association Management)	
WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:	

MULCHING OF PLANT BEDS AT PLAYGROUND:

- Supply and Install (2.5) yards of Pine Bark mulch in playground area plant beds.

Price includes Labor, Mulch and Deliver to
complete.....\$ 162.50



Remodeling & Landscaping

Proposal - Acceptance

NOTE: Price does not include. PLAYGROUND.

The quoted cost(s) does not include any taxes or permit fees, if applicable.

G.R.L. MISSION STATEMENT

“ To always exceed customer expectations by providing unequalled service in an ethical, environmentally responsible, caring and responsive manner.”

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

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

As Above, plus applicable taxes.

DOLLARS (\$) + TAX \$ 162.50

PAYMENT TO BE MADE AS FOLLOWS:

Balance upon completion,

\$ 162.50

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

AUTHORIZED SIGNATURE:

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

ACCEPTANCE OF PROPOSAL:

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

DATE OF ACCEPTANCE:

SIGNATURE:



Remodeling & Landscaping

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

Proposal- Acceptance

Proposal ID: 231005

SUBMITTED:	DATE:
Ocoee Reserve H.O.A.	1-24-23
STREET:	JOB NAME:
	MULCHING
CITY, STATE AND ZIP CODE:	JOB LOCATION:
Clermont, Fl. 34787	PLAYGROUND IN HOA
PHONE: JOB/FAX PHONE:	PROJECT DIRECTOR:
682-3443 682-0181	Tasha Torres (Vista Community Association Management)
WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:	

MULCHING OF PLAYGROUND:

- Supply and Install (10) yards of Certificate mulch for playground.

Price includes Labor, Mulch and Deliver to
complete.....\$ 750.00



Remodeling & Landscaping

Proposal - Acceptance

NOTE: Price does not include. PLANT BEDS.

The quoted cost(s) does not include any taxes or permit fees, if applicable.

G.R.L. MISSION STATEMENT

“ To always exceed customer expectations by providing unequalled service in an ethical, environmentally responsible, caring and responsive manner.”

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

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

As Above, plus applicable taxes.

DOLLARS (\$) + TAX \$ 750.00

PAYMENT TO BE MADE AS FOLLOWS:

Balance upon completion,

\$ 750.00

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

AUTHORIZED SIGNATURE:

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

ACCEPTANCE OF PROPOSAL:

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

DATE OF ACCEPTANCE:

SIGNATURE:



Remodeling & Landscaping

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

Proposal- Acceptance

Proposal ID: 235030

SUBMITTED:	DATE:	
Ocoee Reserve H.O.A.	5-12-23	
STREET:	JOB NAME:	
	PAINTING	
CITY, STATE AND ZIP CODE:	JOB LOCATION:	
Ocoee, Fl.	ENTRANCE & SIGN WALLS IN HOA	
PHONE:	JOB/FAX PHONE:	PROJECT DIRECTOR:
682-3443	682-0181	Tasha Torres (Vista Community Association Management)
WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:		

PAINTING OF ENTRANCE AND SIGN WALLS:

- Pressure Wash entrance and sign walls.
- Patch and repair walls.
- Supply and apply one coat of Prime and paint two colors.

Price includes Labor, Bleach, Patch and Paint to complete.....\$ 950.00



Remodeling & Landscaping

Proposal - Acceptance

NOTE: Price does not include. REPAIR OF STONE ON THE BOTTOM.
The quoted cost(s) does not include any taxes or permit fees, if applicable.

G.R.L. MISSION STATEMENT

“ To always exceed customer expectations by providing unequalled service in an ethical, environmentally responsible, caring and responsive manner.”

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

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

As Above, plus applicable taxes. DOLLARS (\$) + TAX \$ 950.00

PAYMENT TO BE MADE AS FOLLOWS:

Balance upon completion, \$ 950.00

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

AUTHORIZED SIGNATURE:

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

ACCEPTANCE OF PROPOSAL:

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

DATE OF ACCEPTANCE:

SIGNATURE:



Remodeling & Landscaping

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

Proposal- Acceptance

Proposal ID: 24-1004

SUBMITTED:	DATE:
Ocoee Reserve H.O.A.	1-1-24
STREET:	JOB NAME:
	MULCHING, TURF & PLANTS
CITY, STATE AND ZIP CODE:	JOB LOCATION:
Ocoee, Fl.	CENTRAL ISLAND & SIGN WALLS IN HOA
PHONE:	JOB/FAX PHONE:
682-3443	682-0181
PROJECT DIRECTOR:	
Keron Prashad (Vista Community Association Management)	
WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:	

MULCHING, PLANTS AND TURF:

- Supply and Install (8) yards of Pine Bark mulch in central island and sign walls.
- Supply and install (12) 3 gallon Plants six in front of each sign.
- Supply and install one pallet of Bahia Turf.

Price includes Labor, Plants, Mulch, Turf and Deliver to complete.....\$ 1,230.00



Remodeling & Landscaping

Proposal - Acceptance

NOTE: Price does not include. ALONG SILVER STAR ROAD OR PLAYGROUND AREA.

The quoted cost(s) does not include any taxes or permit fees, if applicable.

G.R.L. MISSION STATEMENT

“ To always exceed customer expectations by providing unequalled service in an ethical, environmentally responsible, caring and responsive manner.”

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

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

As Above, plus applicable taxes. DOLLARS (\$) + TAX \$ 1,230.00

PAYMENT TO BE MADE AS FOLLOWS:

Balance upon completion, \$ 1,230.00

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

AUTHORIZED SIGNATURE:

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

ACCEPTANCE OF PROPOSAL:

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

DATE OF ACCEPTANCE:

SIGNATURE:



Remodeling & Landscaping

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

Proposal- Acceptance

Proposal ID: 24-2007

SUBMITTED:	DATE:
Ocoee Reserve H.O.A.	2-12-24
STREET:	JOB NAME:
	TRASH CAN
CITY, STATE AND ZIP CODE:	JOB LOCATION:
Ocoee, Fl.	MAIL BOX AREA IN HOA
PHONE:	JOB/FAX PHONE:
682-3443	682-0181
PROJECT DIRECTOR:	
Keron Prashad (Vista Community Association Management)	
WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:	

TRASH CAN BY MAIL BOXES:

- Supply and Install one 25 gallon stone side trash can by mail boxes

Price includes Labor, Can and Deliver to
complete.....\$ 200.00



Remodeling & Landscaping

Proposal - Acceptance

NOTE: Price does not include.

The quoted cost(s) does not include any taxes or permit fees, if applicable.

G.R.L. MISSION STATEMENT

"To always exceed customer expectations by providing unequalled service in an ethical, environmentally responsible, caring and responsive manner."

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

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

As Above, plus applicable taxes.

DOLLARS (\$) + TAX \$ 200.00

PAYMENT TO BE MADE AS FOLLOWS:

Balance upon completion,

\$ 200.00

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

AUTHORIZED SIGNATURE:

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

ACCEPTANCE OF PROPOSAL:

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

DATE OF ACCEPTANCE:

SIGNATURE:

Ochoa, Kaitlyn

From: Royal Landscape Nursery <royalplants@gmail.com>
Sent: Wednesday, March 20, 2024 11:57 AM
To: Keron Prashad
Subject: Re: Keron Prashad submitted the Contact form.

Follow Up Flag: Follow up
Flag Status: Flagged

Correct, we do not offer install.

Thank you

Royal Landscape Nursery
2204 Hempel Ave.
Gotha, FL 34734
O: 407-296-3042
www.royallandscapenursery.info

On Wed, Mar 20, 2024 at 11:49 AM Keron Prashad <kprashad@vistacamfl.com> wrote:

Good morning,

Understood. So just to clarify, you would not be able to provide a quote for the work that would include installation as the community?

Sincerely,

Keron Prashad, LCAM

Client Relations

Vista Community Association Management

323 Circle Dr

Maitland, FL 32751

(407) 682-3443 ext. 1217

(407) 682-0181 FAX

www.vistacamfl.com

Homeowner Portal access now available @ <https://portal.vistacamfl.com/Home/Login>

Submit Architectural Review Requests; Service Requests; Access Requests; Make Payments; and More!

www.facebook.com/vistacamfl

Vista Contacts:

General Inquires: info@vistacamfl.com

Violations: violations@vistacamfl.com

Gate Access and Pool Keys: access@vistacamfl.com

ARB/ACC applications: arb@vistacamfl.com

Clubhouse Rentals that Vista Manages: clubhouse@vistacamfl.com

Background Checks: backgroundchecks@vistacamfl.com

Vendor Invoices: invoices@vistacamfl.com

Collection and Closings Questions:

Payment Questions: billing@vistacamfl.com

New Owners: welcome@vistacamfl.com

Collections: collections@vistacamfl.com

Estoppels Questionnaires, or Documents: www.homewisedocs.com

From: Royal Landscape Nursery <royalplants@gmail.com>

Sent: Wednesday, March 20, 2024 10:52 AM

To: Keron Prashad <kprashad@vistacamfl.com>

Subject: Re: Keron Prashad submitted the Contact form.

Good morning,

Thank you for reaching out to us! We do not offer any installation at this time. We would be happy to quote you on the material and delivery services if you would like to send us the plant list. If you have any further questions or you would like to reach us directly please call us at (407)296-3042. We look forward to hearing from you!

Estimate



Adolfo
Landscaping Services
Commercial & Residential
All Lawn Services • Tree Trimming • Pruning
Patio Mulch • Sod Installation • Gardens
& Irrigation Systems
407.800.8524
AdolfoLandscapingServices.com

Estimate #	739
Date	Jul 9, 2021
Total	\$1,350.00 USD

Adolfo Landscaping Services, Inc

511 Nicole blvd
Ocoee 34761
United States
Phone: (407)-800-8524
Adolfobestlandscape@gmail.com
Adolfoinc0825@gmail.com
<http://adolfolandscapingservices.com/>

Estimate To:

Community Ocoee Reserve Court.
Lucille2121@gmail.com
2568 ocoee reserve court ocoee FL 34761

Quote

#	Tasks	Quantity	Rate	Amount
1.	Lawn Maintenance services	1 Qty	\$1,350.00	\$1,350.00

Mowing: Weekly during growing Summer season from March to October, Bi-weekly On winter season from November to February.

Weekly service visits to continue throughout winter months for detail work, trash pickup and monitor property appearance, we are going to need between 3-4 employees every visit and of each week to proceed with the work.

Edging: edging all curbs walkways, valves and beds every single visit.

Rand up weed Control: we spray a weed killer continue on all the beds and the weeds in between the plants we pull them out as needed.

Shrubs and Ornamentals: keep all the shrubs in good shape as needed and also we pick up all the debris from the trimming.

Blowing: will be performed after each visit, including all the street walkways, patios, courtyards, valves and electrical boxes.

MAINTENANCE SERVICES: will be only on the common areas that we discuss.

Leaf collection: at each visit leaves will be blown into piles to be put in trash cans or bagged and removed from the property.

Total amount will be \$1,350.00 per Month

Trees Trimming or Removal: not include on the Maintenance Quote, but we also are able to do Trees work in case that is needed.

Terms & Conditions

We would be more than happy helping you

Sub Total	\$1,350.00 USD
Total	\$1,350.00 USD

Notes

Here is your estimate! We appreciate your prompt response.

City of Ocoee
Neighborhood Matching
Grant
APPLICATION



Fiscal Year 2023/2024

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

Deadline to submit applications is March 15, 2024 by 5 p.m.

12:PM
3/13/24

PLEASE PRINT OR TYPE

Name of Neighborhood: Preserve at Crown Point
Project Leader: Steven Bressler
Address for Project Leader: 2255 Farnham Dr
Project Leader (Cell) 954-826-1554 (Home) _____
Email Address: Sbresslerpcp@gmail.com

What is the name of your proposed project?

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

PCP Pressure Wash Beautification - Exterior walls

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

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

When was it formed? 2017 How many members are in the association? 303

Are the members all homeowners in the neighborhood? Yes

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

The HOA has a Board of Directors consistig of 5 members elected by members (all homeowners). President, Vice- President, Treasurer,

secretary, director are elected by the board. Committees, are appointed by the board as deemed appropriate.

How does the association elect its leadership? When and how often are elections held?
Board members are elected once a year at the HOA's annual meeting. The
offices of the President, Vice-President, Treasurer, Secretary, and Director are elected
by the board at the first meeting of the board following each Annual Members Meeting.

If your neighborhood does NOT have an HOA:

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

How many members are in the group? N/A

How many homes are in your neighborhood? N/A

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

N/A

What is the dollar amount being requested? (dollar amounts must be matched by the neighborhood. The maximum grant award is \$2,000.) \$1,997.50

Briefly describe the proposed project: The HOA of the Preserve at Crown Point proposes to pressure wash the exterior stone walls and vinyl fencing to remove dirt, mildew, and other contaminants.

This project will benefit not only the residents of the Preserve at Crown Point, but also the City of Ocoee.

List the project goals:

- (1) Pressure wash the stone walls and vinyl fencing exterior of the neighborhood
- (2) Pressure wash both phase 1 and phase 2 monument signs
- (3) Pressure wash 12 stone pillars

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

1) Stone walls on Stonegate Dr and Ocoee Crown Point Pkwy and the 12 stone pillars

2) Stone walls and Vinyl fence outside Phase 1 gate on Stonegate Dr

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

For physical improvements, will it be located on:

Public Right-of-Way: _____

Private Property: _____

Common Area Owned by the Homeowners Association: Yes

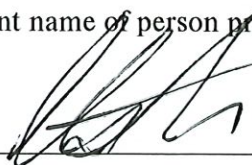
(Include written permission from the appropriate government agency if located in the right-of-way; or owner if located on private property.)

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

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on 2/27/24 (date), and attached are the minutes/letter reflecting this vote.

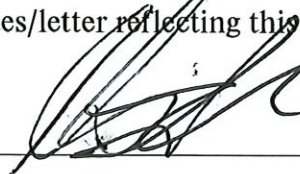
Steven Bressler

Print name of person preparing application



Signature of person preparing application

Date: 3/13/24



Signature of Project Leader



Signature of Neighborhood President

Date: 3/12/24

×

Phase 2B / C1.01 EXISTING CONDITIONS PLA

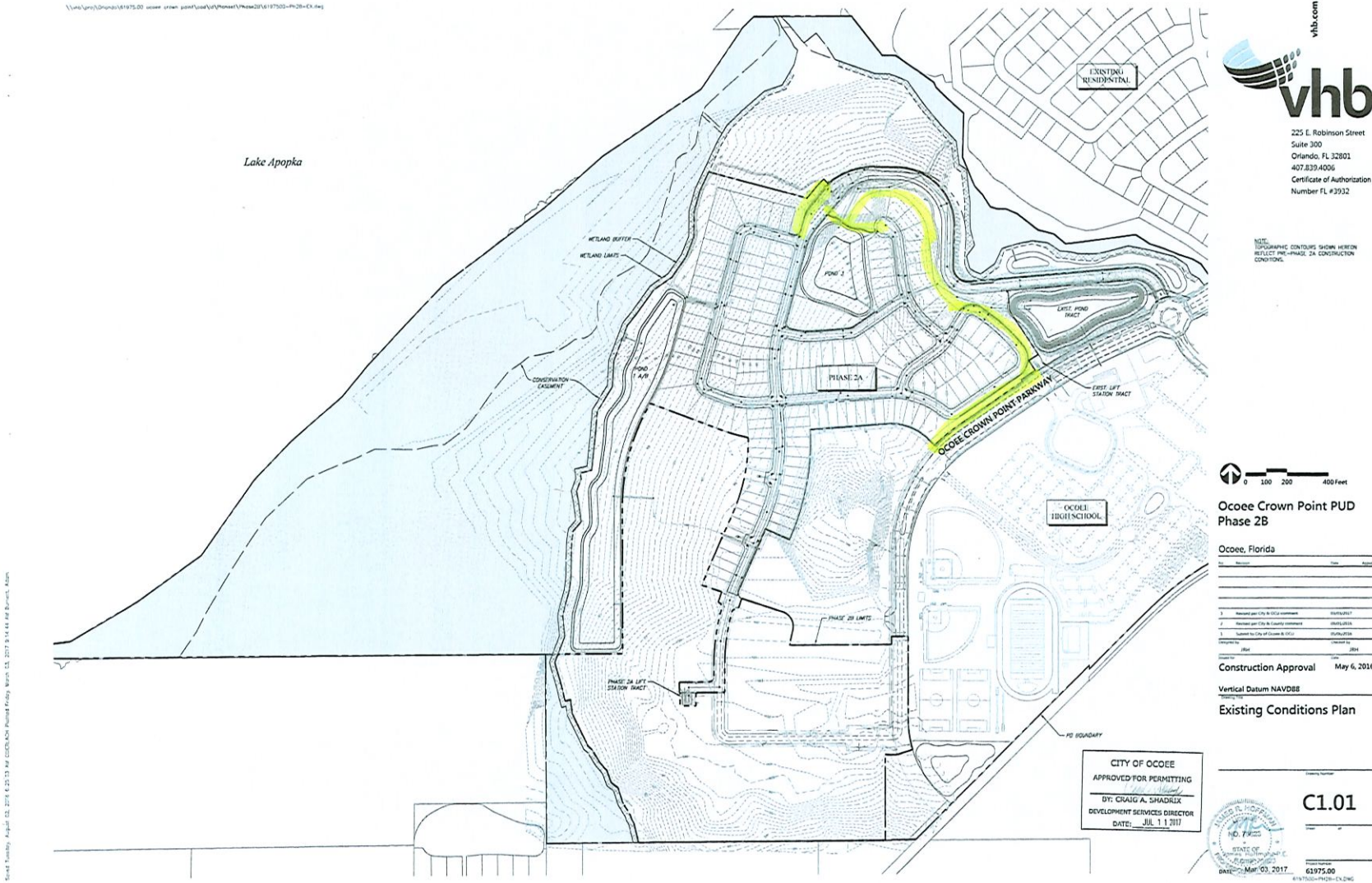
File Edit View Help

SB

← 2 of 48 →

Share

8% ▾



The image shows a large, rectangular entrance sign for a residential development. The sign is constructed from stacked, light-colored stones at the base and has a smooth, light-colored concrete top section. The word "PRESERVE" is prominently displayed in a large, black, serif font, with the letters "P", "R", "S", and "V" being significantly larger than the others. Below "PRESERVE", the words "AT CROWN POINT" are written in a smaller, black, sans-serif font. To the right of the main sign is a tall, narrow, light-colored concrete pillar with a decorative, tiered top and a small, rectangular, dark-colored light fixture mounted on its side. The sign and pillar are set against a backdrop of dense, green trees. In the foreground, there is a well-maintained green lawn and a concrete sidewalk. The sky is a clear, light blue.

PRESERVE
AT CROWN POINT











Date: February 27, 2024

Time: 7:00 PM

Location: Microsoft Teams: Meeting ID: 282 222 353 942 Passcode: dHfCkg

Call in (audio only): 321-209-9766 Phone Conference ID: 222 528 58#

Board of Directors: **President** – Daniel Lindeman; **Vice President** – Shawn Roberts; **Secretary** – Idony Ismeus; **Treasurer** – Steven Bressler; **Director** – Jeffrey Ryan

Meeting Minutes – DRAFT

1. **Determination of Quorum** was established by Daniel Lindeman, Shawn Roberts, Steven Bressler, and Jeffrey Ryan. Maria Gomez, Community Association Manager, was also present. Idony Ismeus was absent.
2. **Called to Order** by Dan Lindeman at 7:01 PM.
3. **Proof of Notice and Agenda** was posted on both Association's bulletin boards as required.
4. **Approval of Previous Meeting Minutes** – A motion was made by Steve Bressler to approve the January 23, 2024, Meeting Minutes as presented. Shawn Roberts seconded. All in favor, motion carried.
5. **Manager's Report**
 - **Insurance Claim 1628662** – In progress. An adjuster has been assigned. Estimates will be presented to insurance.
 - **Pond Outflow Skimmer Repair** – Was completed by Board member, Steve Bressler.
 - **City of Ocoee Pond and Maintenance** – Management advised the Board that the Association is maintaining the expenses for the pond and landscape for the City of Ocoee parcel, just outside the community. Maria Gomez has requested Juniper landscaping to itemize the portion of the maintenance expense for both the city parcel and School Board parcel for the future middle school. Management has followed up again with Juniper.
 - **Ongoing Damage to Association Property caused by the landscape vendor, Juniper** – Management reported various damages.
 - **Covenant Enforcement**

- **Legal Action** – The Board advised Leland Management to proceed with sending violations that have reached Legal Warning without resolution, to the Association’s attorney, per the Covenant Enforcement Policy, without further approval from the Board. The violations will be forwarded to the Association’s attorney. Covenant Enforcement Policy was provided to the Board for their review. Management recommended the Covenant Enforcement Policy be revised to reflect Board approval prior to forwarding a file to the Attorney. The board discussed recuperating legal fee expenses as an assessment to the individual owner. Management advised the Board to seek legal opinion to confirm.
- **Exterior Painting Notices have resumed.**
- **Audit / Due to Developer Funds** - \$36,666 has been reclassified to ***Developer Contribution*** GL 4040 as of January 2024 Financials.

6. Committee Reports

- a. **Architectural Review Committee:** Chair, Daniel Lindeman – Review of Declaration needed to confirm number of committee seats.
- b. **Capital Committee:** Chair, Shawn Roberts
- c. **Communications Committee:** Chair, Shawn Roberts
- d. **Documents Review Committee:** Chair, Daniel Lindeman
- e. **Gates Committee:** Chair, Steven Bressler
- f. **Holiday Decorating:** Chair, Idony Ismeus
- g. **Landscape Committee:** Chair, Jeffrey Ryan
- h. **Reserve Funds Committee:** Chair, Steven Bressler
- i. **Social Committee:** Jeffrey Ryan
- j. **Welcome Committee:** Chair, Jeffrey Ryan

7. Unfinished Business

- a. **Community Easement Trees**
 - **Tree Staking** – Tree staking is still pending Juniper Landscape completion. Trees are identified by a red ribbon.
 - **Dead Trees Replacement** – 2098, 2231, 2343 Farnham Dr. Estimate 233048 pending completion.
- b. **Replacement of White LED Lights Around Ph 1 Palm Trees – Tabled.** The board will consider making the purchase after the holiday season. Tabled until July 2024. An estimate was presented to the Board for cost consideration. The Board will assess the need and has requested the topic be removed from agenda.
- c. **Welcome Packets** – The Board will review the need for additional edits. Projected launch time for February 2024.
- d. **Gates System:**

- **Access Codes** – Return of code 2550 to 8 AM to 8 PM – **Tabled**.
- **Implement Sequence Gate Calling** – **Tabled**, until all data entry has been confirmed.
- **Programming** – The Board is considering the option for the Gates Committee to take over management of the gate programming.

e. **ARC Committee Appointment** - Committee Chair and Member(s) – **Tabled**.

f. **Architectural Appeal**

- **2928 Stonegate Dr** – Owner appealed against the need to remove the Magnolia tree from the easement and to restore the easement with an Oak tree, as approved by the ARB Committee.

A motion was made by Dan Lindeman to deny the appeal and uphold ARB decision requiring the Owner to restore the easement with an Oak tree. Steve Bressler seconded. All in favor, motion carried.

g. **Community Fencing** – Management will obtain estimates:

- **Community Fencing** (2175 Donahue Dr) – Damage caused by Juniper Landscape.
- **2341 Farnham Dr** – Damage caused by bear.
- **2343 Farnham Dr** – Damage caused by Juniper Landscape.
- **Community Fence** (Ph 2A - Walking Trail: 1866 Donahue Dr) – Damage caused by Juniper Landscape.
- **Dog Park** (2048 Cresswell St – Damage caused by Juniper Landscape)
- **Installation of Fence** – Phase 1 and 2 Playgrounds.

h. **Erosion to Community Walkway and Fenceline**

- **Community Walkway** – Juniper Landscape has again declined providing a proposal, citing work is larger than expected and is not within their scope. Board has obtained an estimate. A motion was made by Steve Bressler, to obtain additional estimates not to exceed \$14,000. Repair costs to be expensed from Reserve Funding. Jeff Ryan, seconded. All in favor, motion carried.
- **Community Fenceline** – Steve Bressler met with the City of Ocoee. Fenceline erosion caused by declining grass in the immediate area. Board has advised Juniper Landscape again to discontinue using chemicals that is killed the grass, contributing to the erosion. Board requested Management to obtain additional estimates for construction of retaining

wall as recommended by several vendors.

- i. **Streetlights Located Outside of the Community** - City of Ocoee agreed to assume the maintenance and electrical bills for light poles outside of the community. The City of Ocoee and Duke Energy will determine reimbursement amounts owed to the Association.
- j. **Community Gates Ph 1 and Ph 2 Damage / Vandalism** – Estimates were provided to the Board.
 - Guardian Access Solutions - \$2,924.86. Included repairs only.
 - J&W - \$18,186 – Included replacement of operators and components.
 - Key Access - \$6,035 – Included repairs only.

❖ An **insurance claim** has been filed with HOA Insurance for the damages.
- k. **Community Wall Repairs (Cracks)** - Steve Bressler will research grant options to supplement the repair costs. Vendors have been requested to provide updated proposals.
 - Element Service Solutions
 - Hartman & Sons Construction
 - Munyan
- l. **Pool Maintenance Services** – One Stop Pool has been canceled effective March 1, 2024. Resort Pool frequency of services and agreement pending Board signature.
- m. **Ratify Reserve Funding Expense for Camera System Replacement Purchase** – A motion was made by, Steve Bressler, to approve payment from the Reserve Funds for the Clear Byte, Invoice 1725 in the amount of \$12,055.71. Shawn Roberts seconded. All in favor, motion carried.

The unbudgeted expense will exceed the camera component reserve allocated contribution. Reserve funds are pooled.

- n. **Cancellation of Internet Services**
 - **Guardian Access Control WiPak** – Cancellation was effective January 31, 2024.
 - **Spectrum** – Pending cancellation after engaging with Quantum Fiber. Steve Bressler, primary contact with vendor. Quantum Fiber only accepts payment by credit card or PayPal.

8. New Business

- a. **Determination for ordering Association Credit Card**

- **Smart Teenage and credit limit** – A motion was made by Dan Lindeman to authorize a credit card issued to the Treasurer, Steve Bressler, with a \$1,000 limit. Jeff Ryan, seconded. All in favor, motion carried.

- **Credit Card Use Policy** – The Board will review and sign policy.

- b. **City of Ocoee Grant** – A motion was made by Steve Bressler to approve a \$2,000 contribution towards a grant for pressure washing of community wall and fence. Shawn Roberts, seconded. All in favor, motion carried.

- c. **Determination for Resuming Towing Services** Tabled.

- d. **Determination of Landscape Services**

- **Bidding of Landscape Maintenance Services** – Board has obtained an estimate for review.
- **Landscape Design** – A motion was made by Steve Bressler to reject Juniper Proposal # 257201 totaling \$26,442.63. Jeff Ryan, seconded. All in favor, motion carried.

- e. **Communitywide Sidewalk Repairs** – The Precision Sidewalk Safety proposal totaling \$7,990 - \$8,460 based on job scope was provided to the Board. A motion was made by Dan Lindeman to an additional proposal not to exceed \$4,500. Steve Bressler seconded. Board Vote: Dan Lindeman, Steve Bressler and Shawn Roberts voted, yes. Jeffrey Ryan opposed. Motion carried.

9. Open Forum

10. Next Meeting

- Date – March 19, 2024 @ 7 PM.
- Topics for Consideration
 - Pool Parking Lot Use Sign – verbiage for overnight street parking.

- 11. **Adjournment** – 8:25PM. A motion was made by Jeff Ryan. Steve Bressler, seconded. All in favor, motion carried.

BlueFox Landscape and Services LLC
134 Ledbury Drive
Longwood, FL 32779
bluefoxlandscapeandservices@gmail.com

ADDRESS

c/o Preserve
Leland Management Lifestyle
17410 State Road 50
Suite 100
Clermont, Florida 34711

Estimate 2316

DATE 03/06/2024

EXPIRATION DATE 03/31/2024

ACTIVITY	DESCRIPTION	QTY	AMOUNT
Sales	Pressure wash both sides of stone wall and pressure wash one side of vinyl fence Phase 1 entry & Phase 2	1	3,995.00
	50% non-refundable deposit required at the time of scheduling (\$1997.50) Remainder of balance due upon completion of job.		
	Financing is available! To apply use link below. www.acornfinance.com/apply?d=J86UJ#/personal		
	You can make payments or deposits through Cash App & Zelle App CASH APP: Enter \$BlueFoxLandscape or by copying link below https://cash.app/\$BlueFoxLandscape ZELLE APP: you may use our business email BlueFoxLandscapeandservices@gmail.com or phone number: 407-969-7137		
	You may also pay by using your credit card, there is a 2.9% process fee when paying with a credit card. Upon request processing fee will be added to invoice.		
	If you have any question please feel free to contact Liz at 407-969-7137 Thank you.		
	BlueFox Landscape is not responsible for pipes or wires underground.		

By paying deposit, you agree with the terms above. If any additional work is needed a separate contract/invoice will be created. We appreciate your business.
Thank you.

TOTAL \$3,995.00

Accepted By

Accepted Date

ESTIMATE



Prepared For

Preserve At Crown Pointe HOA (C/O Leland
Management)
6972 Lake Gloria Blvd.
Orlando , Florida 32809
(407) 447-9955

Brabham's Cleaning Solutions Inc.

1160 Pebble Beach Court
Apopka, Florida 32712
Phone: (407) 782-9509
Email: cleaning.bcs@yahoo.com

Estimate # 230
Date 02/21/2024
Business / Tax # 84-2612395

Description

Total

Pressure Washing Proposal	\$3,199.00
---------------------------	------------

Pressure Washing service for Preserve At Crown Pointe HOA. Location: All highlighted areas marked in yellow and blue to be serviced.

Service Scope:

Treat and wash all areas marked in yellow and blue . SEE SERVICE PHOTO MAP ATTACHED.

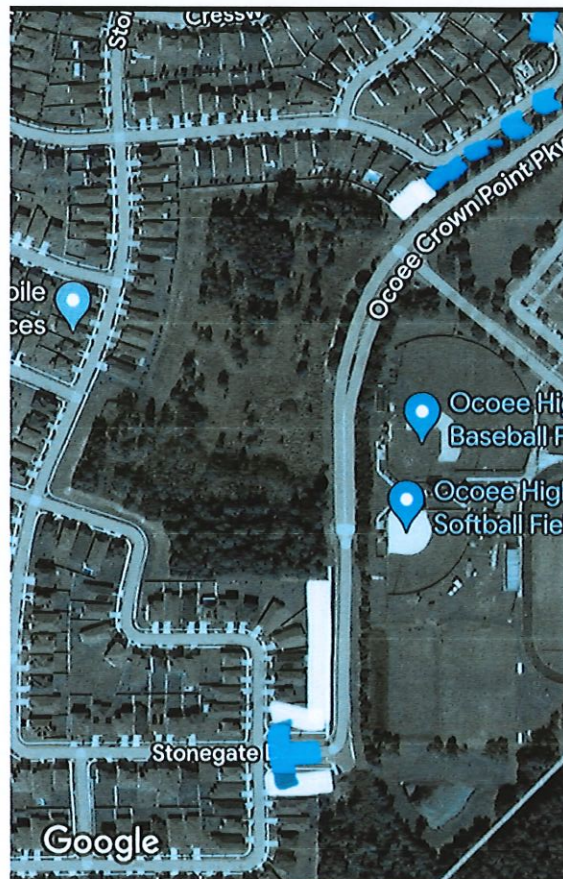
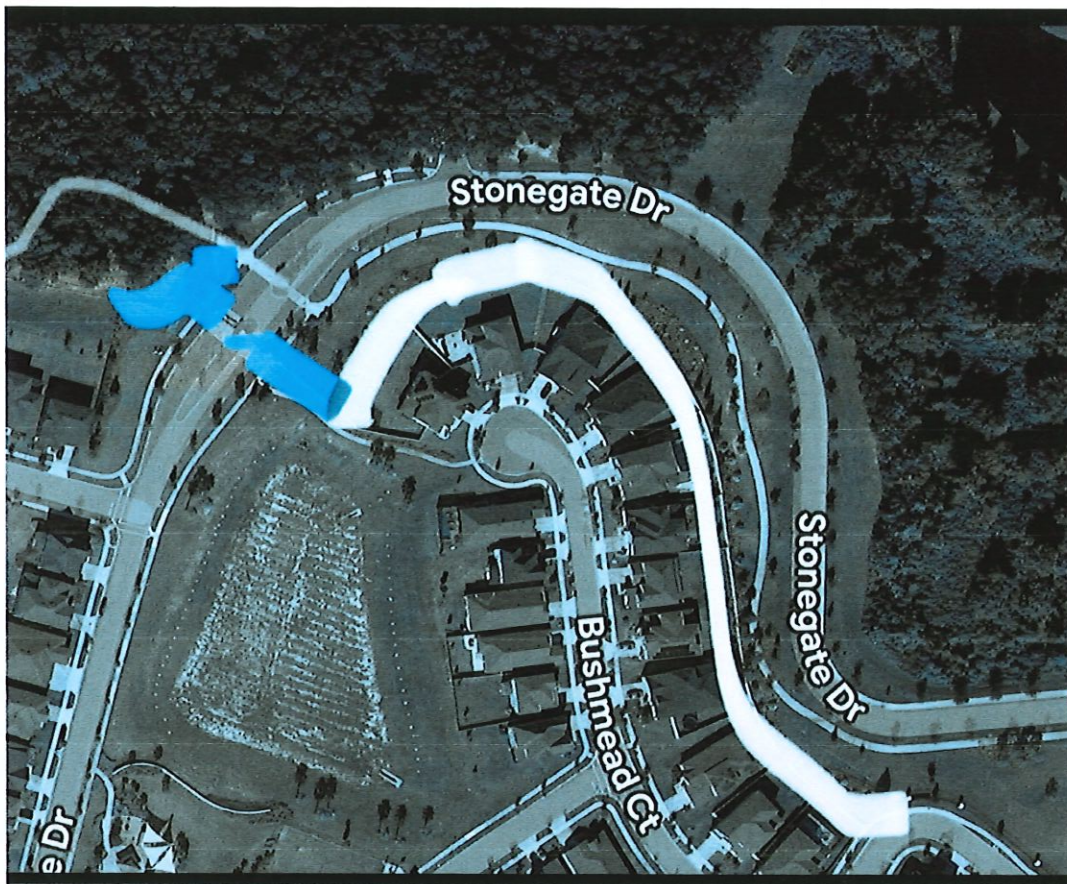
TERM: Payment is due within 30 days of receipt of each statement from Brabham's Cleaning Solutions Inc.

MISCELLANEOUS:

1. BCS only uses environmentally safe and EPA approved cleaning products.
2. EMPLOYEE APPEARANCE: All employees shall wear uniforms in order to present a neat professional appearance, and to identify them to staff.
3. INSURANCE: BCS maintains Worker's Compensation Insurance as statutorily required, Comprehensive General Liability Insurance with a combined single limit per occurrence of \$1,000,000 and Automobile Bodily Injury and Property Damage Liability Insurance in an amount not less \$1,000,000.

Thank you for entertaining the use of Brabham's Cleaning Solutions!

Subtotal	\$3,199.00
Total	\$3,199.00





ESTIMATE

EST-000179

FROM:**Alpine Home Services**

538 Granite Circle

Chuluota, FL, 32766

Email: Alpineservicesfl@gmail.com

Phone: (407) 450-4965

Estimate Date: Feb 13, 2024

Expiry Date: Mar 12, 2024

TO:**The preserve at crown pointe**

Attn: Steven Bressler

Stonegate Drive

Ocoee, FL, 34761

Phone: (954) 826-1554

JOB LOCATION:**The preserve at crown pointe**

Stonegate Drive

Ocoee, FL, 34761

Phone: (954) 826-1554

JOB:

#	Services	Qty	Price	Discount	Tax (%)	Total
1	Neighborhood Vinyl Fence wash-exterior only	1.00	\$1,320.00	\$0.00	No Tax	\$1,320.00
2	Neighborhood Stone wall cleaning.	1.00	\$1,050.00	\$0.00	No Tax	\$1,050.00
3	Wash pillars	12.00	\$30.00	\$0.00	No Tax	\$360.00
Subtotal						\$2,730.00
Grand Total (\$)						\$2,730.00

Accepted payment methods

Credit Card, Check, Cash, Direct Deposit

Message

I would be happy to have an opportunity to work with you.

The Preserve at Crown Point grant committee plans on moving forward with BlueFox due to being a trusted vendor in our community who has completed successfully fulfilled many projects for residents and the HOA.

**City of Ocoee
Neighborhood Matching Grants Program**

PLEASE PRINT OR TYPE

Name of Neighborhood: Shoal Creek

Project Leader: Elisabeth DeWitt

Address for Project Leader: 746 Butterfly Creek Dr., Ocoee, FL 34761

Project Leader (Cell) 941-356-2862 (Home) _____

Email Address: eadewitt@gmail.com

What is the name of your proposed project?

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

Shoal Creek Entry Beautification

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

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

When was it formed? 8/1994 How many members are in the association? 87

Are the members all homeowners in the neighborhood? Yes

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

Board of Directors (3-5 members). Currently 3 member: President, Mark Ireland; Vice President, Colleen Salisbury; Director, Elisabeth DeWitt

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

With a Quorum of homeowners at the annual meeting. Once per year if there is a quorum present for the annual meeting.

If your neighborhood does NOT have an HOA:

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

How many members are in the group? _____

How many homes are in your neighborhood? _____

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

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

Briefly describe the proposed project: The scope of work is for new plants/landscaping in front of the two brick walls with our signage at the main entrance all the way down the red brick wall that faces Orlando/White Road. There are currently some gaps in the landscaping and some dead/dying plants.

List the project goals:

- (1) Clean out dead plants
- (2) Plant new healthy plants
- (3) refresh and revitalize the entrance to our community

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

The entrance to our community on White/Orlando Road all the way down our entire brick wall.

See attached drawing, photos, and estimate from Yellowstone for additional photos

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

For physical improvements, will it be located on:

Public Right-of-Way: _____

Private Property: _____

Common Area Owned by the Homeowners Association: All common area owned by the HOA

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

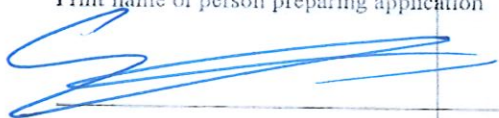
proposed grant project. Non-HOA's, please attached a letter with signatures. See page 2.

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

03/14/2024

Elisabeth DeWitt

Print name of person preparing application



Signature of person preparing application

Date: 03/14/2024

Signature of Project Leader



(Mark Ireland)

Signature of Neighborhood President

Date: 03/14/2024

Shoal Creek Homeowners Association

Minutes of 03/14/2024 Meeting

The Shoal Creek Homeowners Association Board of Directors called a meeting to vote on a Motion brought forward by BOD member, Elisabeth DeWitt, to submit an application to the Ocoee Neighborhood Matching Grant Program.

Members of the Board of Directors: Mark Ireland (President), Colleen Salisbury (Vice President), and Elisabeth DeWitt (Director)

Members of the BOD present: Mark Ireland, Colleen Salisbury, Elisabeth DeWitt

Meeting Start: 7:14 p.m.

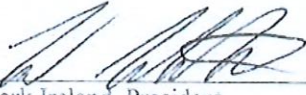
Elisabeth DeWitt motions that the BOD submit an application, on behalf of Shoal Creek HOA, to the Ocoee Neighborhood Matching Grant Program to assist with the expenses of a front entrance beautification project.

Colleen Salisbury seconds the motion.

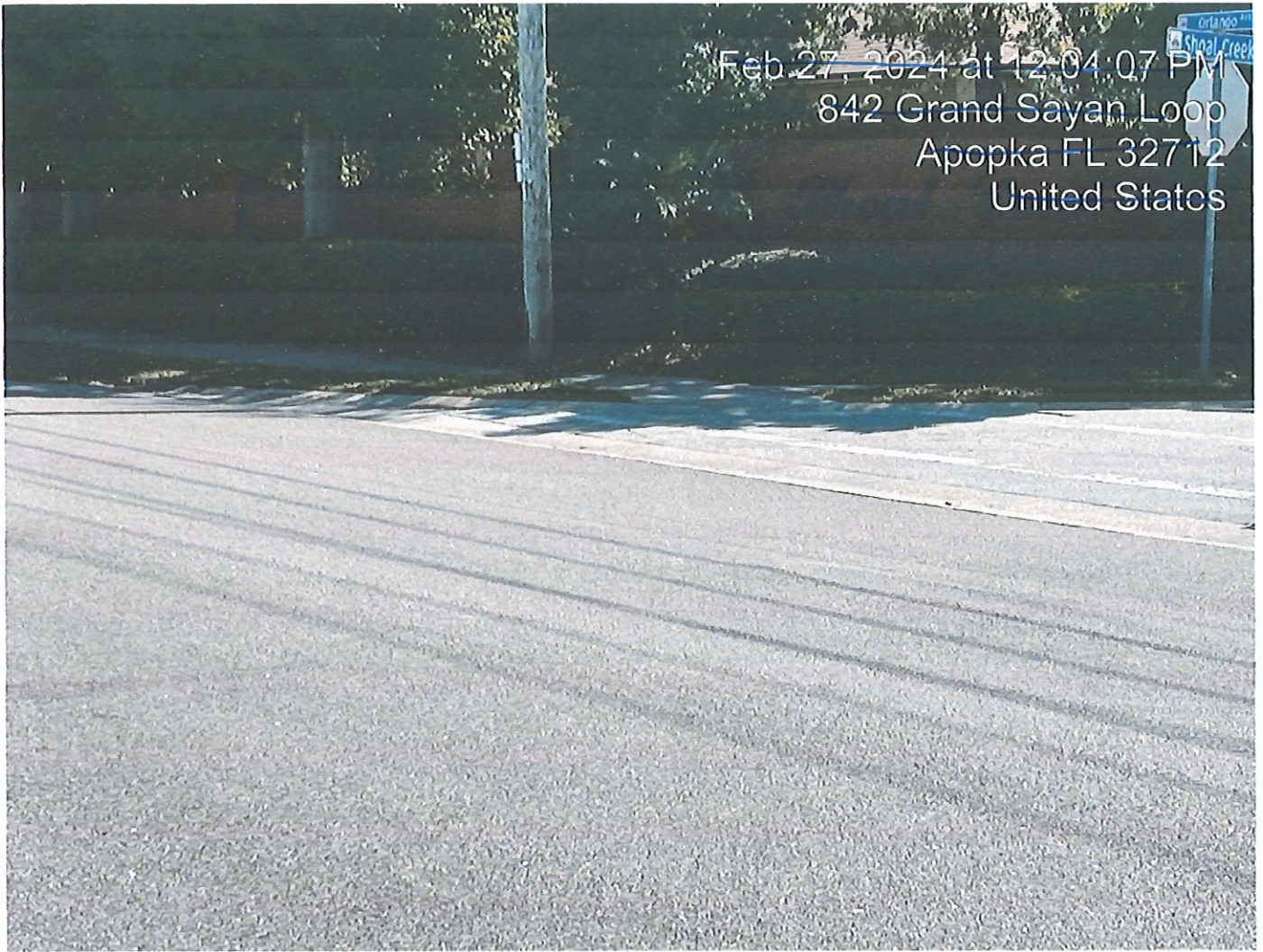
All board members vote yes.

Motion Approved.

Meeting Adjourned: 7:34 p.m.



Mark Ireland, President





Feb 27, 2024 at 12:04:12 PM
842 Grand Sajan Loop
Apopka FL 32712
United States

Disregard Address on photos
It is incorrect

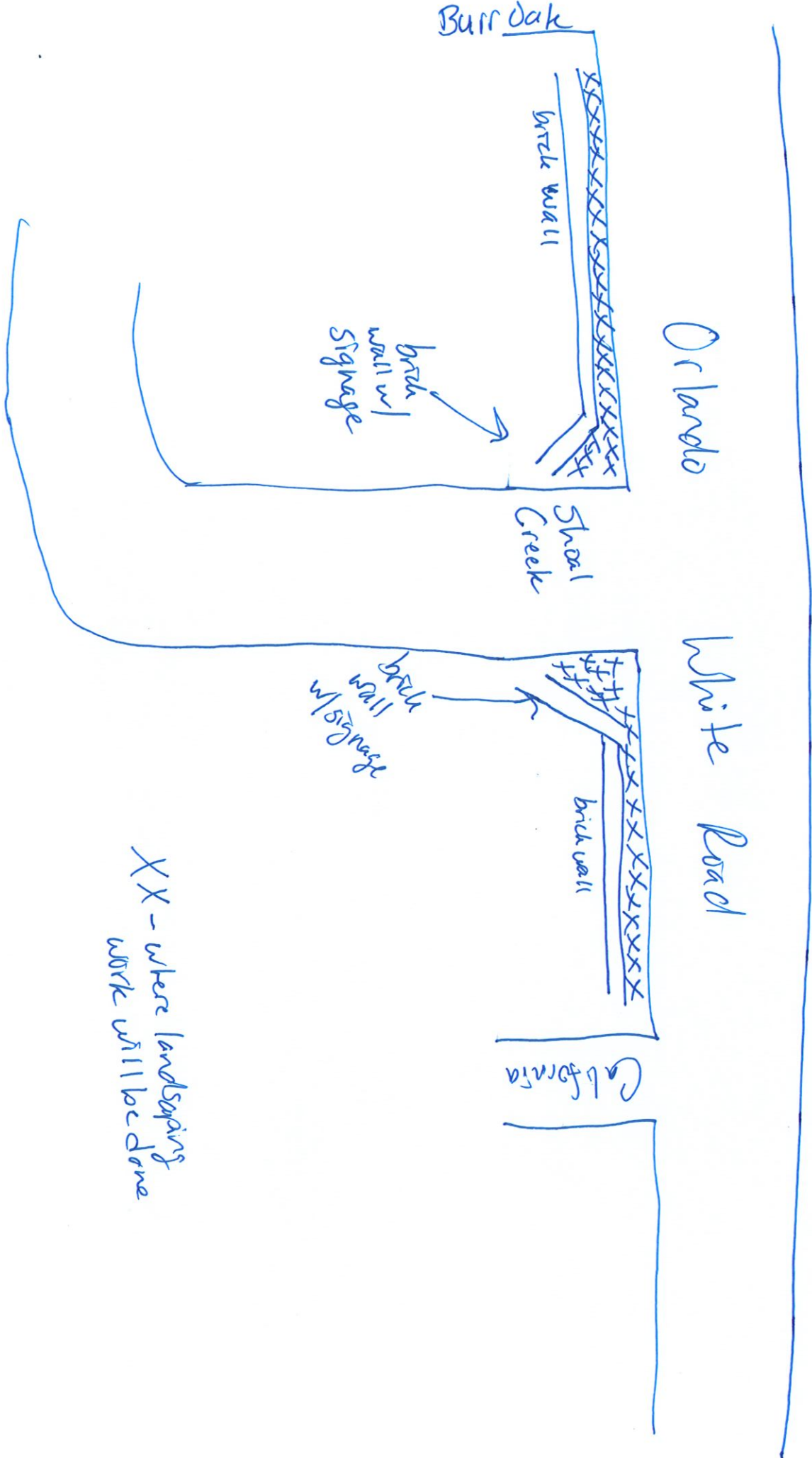
Feb 27, 2024 at 12:03:45 PM
842 Grand Sayan Loop
Apopka FL 32712
United States





Feb 27, 2024 at 12:03:40 PM
842 Grand Sayan Loop
Apopka FL 32712
United States

Shoal Creek Entrance Beautification



XX - where landscaping work will be done

4 C'S LANDSCAPING

825 GRAND SAYAN LOOP
Apopka, FL 32712



Name/Address
Shoal Creek H.O.A. C/O Southwest Property Management 470 Majestic Way Altamonte Springs, FL 32714

Date	Estimate No.	Project
03/14/24	218	

Item	Description	Quantity	Cost	Total
1	We will remove all of the old shrubs at the front entrance. We will install new shrubs and mulch. The total cost for labor and disposal of debris is \$2,400.	1	2,400.00	2,400.00
1	Hawaiian Ti	16	18.95	303.20T
1	Aboricola Trinettes	16	9.95	159.20T
1	Crotons	16	12.95	207.20T
1	Loropetalums	16	9.95	159.20T
1	Pine Bark Mulch	50	4.95	247.50T
1	Annuals (seasonal change every quarter)	100	2.95	295.00T
1	Deposit of 50% required to start the job.		0.00	0.00T
			6.50%	89.13
			Total	\$3,860.43



ESTIMATE

GreenRock Landscapes
4113 Alverado St
Orlando, FL 32812

Alex@greenrockenvironmental.com
+1 (407) 961-0112



Shoal Creek Homeowner's Association

Bill to

Shoal Creek Homeowner's Association
c/o Southwest Property Management
610 N. Wymore Road, Suite 200
Maitland, FL 32751

Ship to

Shoal Creek Homeowner's Association
c/o Southwest Property Management
610 N. Wymore Road, Suite 200
Maitland, FL 32751

Estimate details

Estimate no.: 1882
Estimate date: 03/08/2024
Expiration date: 03/31/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Enhancements Shoal Creek HOA Entrance Installations: - Remove all existing plant material and soil/mulch build up along the fronts of both entrance marquee signs; existing Roebellini Palms to remain in place. - Remove existing Indian hawthorne shrubs in landscape bed beneath existing ligustrum trees on corner of California Ave and White Rd - Removal and disposal of all material generated during prep work stage		1	\$625.00	\$625.00
2.		Enhancements Install (30) 3 GAL Podocarpus shrubs along front of both marquee signs at entrance as backdrop to newly landscaped bed		30	\$15.00	\$450.00
3.		Enhancements Install (36) 3 GAL Arboricola 'Trinnettes' along front of newly installed podocarpus shrubs and remaining in between existing roebellini palms at each marquee area Install (30) 3 GAL Arboricola 'Trinnettes' to replace existing indian hawthorne shrubs removed in landscape bed on corner of White Rd and California Ave		66	\$15.00	\$990.00
4.		Enhancements Install (28) 3 GAL Croton 'Mammy' shrubs along bases of existing roebellini palms (4 Total) on either side of entrance		28	\$15.00	\$420.00
5.		Enhancements Install (100) 1 GAL Liriope 'Super Blue' along front of newly installed plant material on either side of entrance marquee signs as accent border		100	\$4.75	\$475.00
6.		Enhancements Install (54) 1 CU' Bags of Potting Soil along front of newly installed Liriope 'Super Blue' to create a half moon shaped flower bed on either side of entry marquee beds		54	\$6.50	\$351.00

7.	Flower Pot Installation	150	\$1.95	\$292.50
	Install (150) 4.5" Seasonal Flowers in newly created flower beds along front of landscape beds on either side of entrance (75 Total per flower bed)			
8.	Mulch	5	\$56.00	\$280.00
	Install (5) Cubic Yards of Mini Pine Bark Nuggets in landscape beds in corner marquee bed areas, existing Viburnum shrub bed from entrance to California Ave along front only and the corner landscape bed on California Ave and White Rd - Cubic Yard Mulch Installed			
9.	Irrigation Repairs	1	\$320.00	\$320.00
	- Replace (6) existing irrigation spray heads along backside of marquee landscape beds with 12" Rainbird Spray heads and proper nozzles (3 per side). - Replace (8) existing irrigation spray heads in turf areas along front of marquee signs with 6" Rainbird spray heads and proper nozzles to accommodate newly installed material.			

Total	\$4,203.50
--------------	-------------------

Note to customer

Shoal Creek HOA Entrance Plant Material Installations

Expiry
date

03/31/2024

**Includes corner entrance marquee plant beds and corner plant bed on California Ave and White Rd
**Does not include existing landscape beds along exterior wall from Entrance towards Burr Oak Dr



*This is the one
we will likely choose
as it includes
entire scope of
work desired*

Proposal #397134

Date: 03/03/2024

From: Steve Cohen

Proposal For

Shoal Creek HOA

c/o Southwest Property Management
601 N. Wymore Road, suite 200
Altamonte Springs, FL 32714

main:
mobile: 407-656-1081
kimberly@swpmcfl.com

Location

801 Creek View Ct
Ocoee, FL 34761

Property Name: Shoal Creek HOA

Entrance install

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
General Labor	40.00	\$2,711.96
Viburnums, 3 GAL	57.00	\$1,139.98
Arboricola, 3 GAL	80.00	\$1,485.69
Podocarpus, 3 GAL	36.00	\$719.99
Red sister, 3 GAL	28.00	\$559.99
Blue daze, 1 GAL	36.00	\$385.71
Liriope, 1 GAL	60.00	\$471.42
Crape myrtle, 15 GAL	4.00	\$971.41
Freight/Delivery	1.00	\$571.42
Irrigation parts	1.00	\$285.71
Irrigation Labor	3.00	\$273.60
Mulch (Chocolate)	30.00	\$1,602.78

Client Notes

Both entrance signs will have all the plants removed except for the Robollinis. New plants will be installed using Podocarpus, Red sister, Arboricola, and blue daze as well as new viburnums along the walls to fill in empty areas or replace dead ones. The two areas with Ligustrums will be replaced with Crape myrtles and lirioppe. The irrigation will be checked and retrofitted to ensure proper coverage. After the plants are installed fresh chocolate mulch will be used to enhance the install. An additional document will be accompany the proposal to explain what type of plant, how many, and where it will all go.

There is a freight charge for plant delivery and any debris created will be hauled away but no dump fee will be included.

Signature x	SUBTOTAL	\$11,179.66
	SALES TAX	\$0.00
	TOTAL	\$11,179.66

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Steve Cohen

Office:

scohen@yellowstonelandscape.com

David Boldman
Yellowstone Landscape

SHOAL CREEK

Thursday, February 29, 2024



ENTRANCE RENOVATION

Clean out all plants but
Keep robollinis

Add 18, 3 gal Podocarpus
along wall

14, 3 gal red sister behind
and partially around the
two Robollinis. Keep away
from the sign so it keeps
its visibility

Add 40, 3 gal Arboricola in
front of the Podocarpus.
Make sure light is not
compromised and create a
pocket for the blue daze in
front.

Add 18 blue daze to the
front to create a pocket of
color



ADD SHRUBS

3, 3 gal Viburnums



RENOVATE LIKE THE OTHER SIDE

Clean out all plants but
Keep robollinis

Add 18, 3 gal Podocarpus
along wall

14, 3 gal red sister behind
and partially around the
two Robollinis. Keep away
from the sign so it keeps
its visibility

Add 40, 3 gal Arboricola in
front of the Podocarpus.
Make sure light is not
compromised and create a
pocket for the blue daze in
front.

Add 18 blue daze to the
front to create a pocket of
color



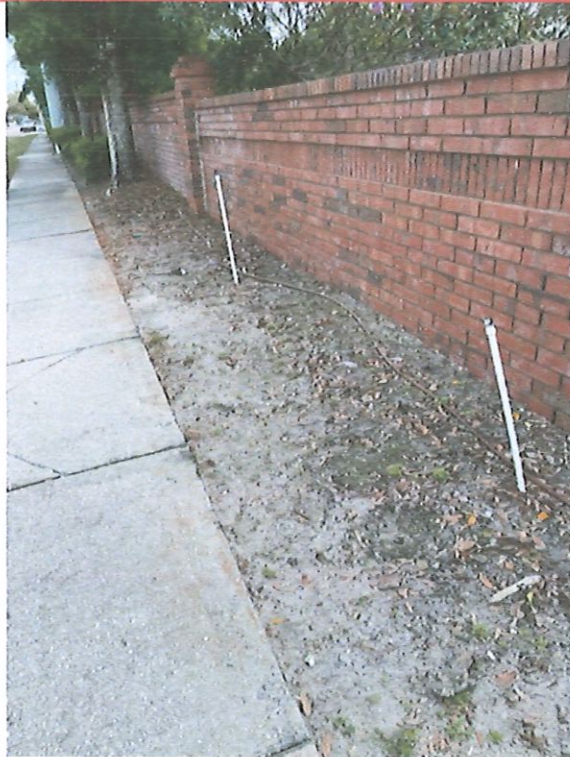
CLEAN OUT PROBLEMS



CLEAN OUT COMPLETELY

Clean out completely all the plants

add 30 gal crape Myrtles and some 30, 1 gal Liriope around the base of them



FILL IN

Add 29, 3 gallon
Viburnums



CLEAN OUT COMPLETELY

Add 30 gal crape Myrtle
and 30, 1 gal Liriopy



**CLEAN OUT AND FILL
IN**

24, 3 gallons

30 YARDS OF CHOCOLATE

3/14/23
11:30Am

PLEASE PRINT OR TYPE

Name of Neighborhood: Sleepy Harbour Neighborhood
Project Leader: Mike Smarrito
Address for Project Leader: 602 E. Lakeshore Drive, Ocoee, FL 34761
Project Leader (Cell) 407-470-7067 (Home) _____
Email Address: smarritom@gmail.com

What is the name of your proposed project?

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

Repair boat ramp at the entrance of the neighborhood on the lake

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

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

When was it formed? 1964 How many members are in the association? 143

Are the members all homeowners in the neighborhood? Yes

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

President, Vice President, Secretary, Treasurer

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

Yearly, annual meetings are held in the month of October and new and existing officers are voted into office.

If your neighborhood does NOT have an HOA:

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

How many members are in the group? _____

How many homes are in your neighborhood? 143

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

Yes - President, Vice-President, Secretary, Treasurer

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

Briefly describe the proposed project: We will match the \$2,000

Repair the boat ramp where it has washed away under the ramp due to tree roots causing a cavern under the ramp. Drill into the current concrete and pour concrete to stabilize the ramp. Fill in along the side to stabilize and also remove roots (tree was taken down several years ago)

List the project goals:

(1) Stabilize the boat ramp

(2) Make it safe for use of launching boats

(3) _____

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

717 E. Lakeshore Drive (common area at the entrance of the neighborhood on the lake.

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

For physical improvements, will it be located on:

Public Right-of-Way: no

Private Property: no

Common Area Owned by the Homeowners Association: yes

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

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

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

Michael T. Smarrito

Print name of person preparing application

[Signature]

Signature of Project Leader

[Signature]

Signature of person preparing application

[Signature]

Signature of Neighborhood President

Date: 2/25/24

Date: ~~2/24~~ 2/25/24

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

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

Mike Smarrito

Print name of person preparing application

[Signature of] Project Leader

Signature of person preparing application

Signature of Neighborhood President

Date: 2/25/2024

Date: _____

SHHA MEETING ON FEBRUARY 12, 2024

The meeting was called to order by Mike at the Ison Center. Attending were Mike, Pat, Gina, Chris, Kimberly and Carole. Absent were Ann, Speros, Karen, Alyssia, and Glenn.

Pat presented the minutes of the last meeting. No changes.

Gina presented the treasurer's report. The dues are being paid along with the assessment. Some of the neighbors did not pay the assessment and they will receive another statement for them to pay. We are thankful for the ones who have sent in the dues with the assessment.

The Sleepy Harbour Neighborhood Facebook allows the dues to be paid electronically and it goes directly to Gina. The people who pay electronically also bear the fee in addition to the dues. This is a convenience fee, and no one has complained yet. The goal is to get all neighbors to pay their dues electronically. It is an efficient way to do it.

In a previous meeting Mike told us a neighbor would like to contribute a swing set to be put on Lot #1. There was a discussion and Mike received a quote (\$326.46) for the insurance. There was discussion about the liability and where to put the swing set since the entire lot slopes downward toward the lake. Additional discussion later concerning supervision of children on the swings.

The boat ramp is in dire need of repair. There is a Neighborhood Matching Grant from the City of Ocoee and all trustees at the meeting agreed that we will apply for the \$2000 grant. Mike and TJ are tentatively going to repair the ramp on March 2. We will provide supplies and TJ will have the equipment. They would appreciate extra help with this project. Currently the dock is closed. Signs are up and this should deter anyone from going on the dock.

All the electrical work is completed – all burned out lights, broken photocell for the sprinklers, broken wires for the timer for the sprinkler system were repaired. If anyone notices a light out, let Jim know.

The workday on February 3 was well attended and the entrances looked very nice. Mike provided delicious BBQ pork for lunch.

Mike called Tom Slaten and will decide how they can help us with the re-write of our by-laws.

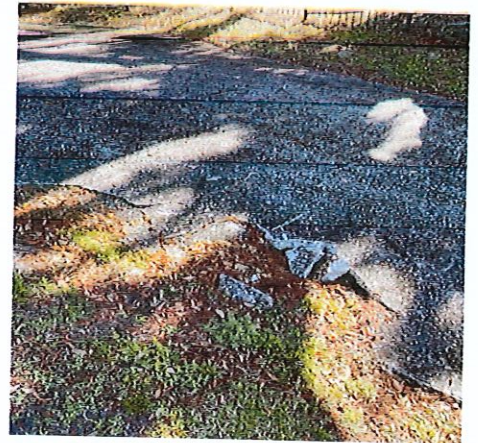
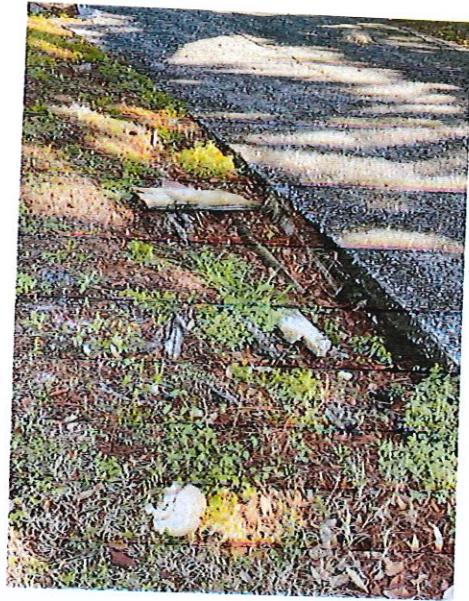
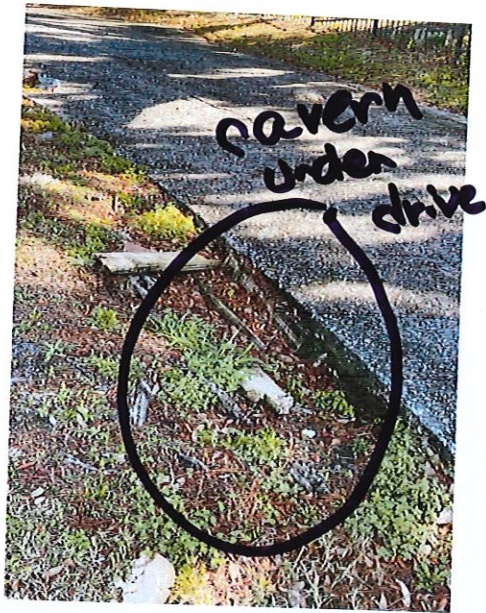
We are still waiting for a quote for sod for Lot #1 from Glen Jenkins.

The City of Ocoee is once again having the Neighborhood Matching Grant for homeowners in Ocoee. The applications will be out in the middle of February and Pat will look for it and Mike and Pat will complete the form.

The meeting adjourned at 8:00.

Pat Wortham

Pat Wortham, Secretary



March 11, 2024

DESCRIPTION OF COST	U O F M	QTY	UNIT COST	TOTAL COST	COMMENTS/NOTES
CORE DRILL MACHINE	LS	1	\$ 175.00	\$ 175.00	UNIT IS LUMP SUM (LS) COST
MINI EXCAVATOR	LS	1	\$ 500.00	\$ 500.00	RENTAL FROM SUN-BELT, WEEKEND RATE
CONCRETE MIXER W/DISCH HOSE	LS	1	\$ 250.00	\$ 250.00	PLYWOOD TO CONTAIN CONCRETE DURING PUMP
MISC FORM BOARDS	LS	1	\$ 100.00	\$ 100.00	
READY MIX CONCRETE (2 PALLETS)	BAGS	278	\$ 4.57	\$ 1,270.46	
LABOR	HR	24	\$ 70.00	\$ 1,680.00	2 MEN WORKING 12 HRS EACH, 4 HR ONE DAY, 8 THE SECOND DAY

ATED TOTAL COST RAMP R \$ 3,975.46

Quote from Mike Smarrito & TJ Johnson,
 who are heading up the Project along with
 volunteers in neighborhood

Blockwork Masonry

+
Concrete LLC

(407) 591-2926 SAM

Contractors Invoice

WORK PERFORMED AT

TO Smarritom@gmail.com

715 East Lakeshore Dr.
Ocoee FL.

DATE

YOUR WORK ORDER NO

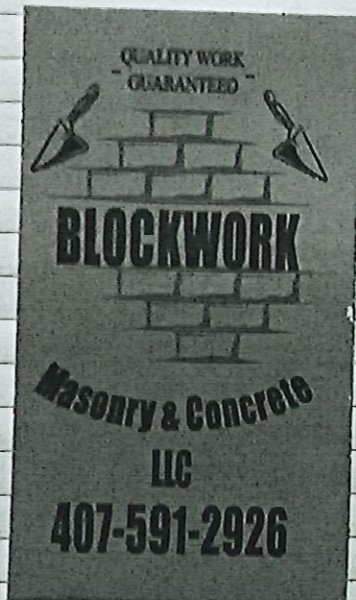
OUR BID NO

DESCRIPTION OF WORK PERFORMED

Concrete Repair And restore
section 1: cut out & replace
section 2: reinforce concrete
beneath grade.

Total : 1400.00

Note: All material is
included. Half of
payment is due up
front and balance
is due upon completion



All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ 1,400.00).

This is a ☐ Partial ☐ Full invoice due and payable by: _____

In accordance with our ☐ Agreement ☒ Proposal

No. _____

Dated

March

11th

2024

2B publisher NC3622

09-11

Quote for SAHA



ESTIMATE	#1023
ESTIMATE DATE	Mar 18, 2024
EXPIRATION DATE	Apr 14, 2024
TOTAL	\$2,500.00

Smarrito, Mike
715 E Lakeshore Dr
Ocoee, FL 34761

CONTACT US

260 Maitland Ave
Altamonte Springs, FL 32701

(407) 470-7067
smarritom@gmail.com

(407) 757-5794
tb@broganconcrete.com

ESTIMATE

Services

Boat Ramp

Remove/haul away approximately 48 sq. ft. of existing concrete, dig under existing concrete 8LF and pour 3000 psi concrete with fiber mesh.

Total **\$2,500.00**

We will initiate an 811 request to have all utilities marked prior to the start of work.

Irrigation, lighting, pipes, and lines/cables under/near work area and the surrounding landscaping are the customer's responsibility. Please note that we will use a bobcat for most jobs. We will do our best to minimize any damage to any grass/foliage in, around, or en route to the work area. However, any back fill or grass/sod/landscaping replacement is the customer's responsibility and cost.

If a permit is required, it is the owner's responsibility and cost. If the permit requires us to form the job prior to an inspection, the additional cost will be \$300.

Any and all discounts have been applied to this estimate.

If you would like to borrow up to \$500,000, we have a close working relationship with HFS Home Improvement Loans. Just let us know if you are interested and we will get you the link/information.

Feel free to check out our 5 star reviews on Angi, Better Business Bureau and Google!

<https://www.angi.com/companylist/us/fl/altamonte-springs/brogan-concrete-services%2C-llc-reviews-9961178.htm>

<http://www.bbb.org/central-florida/review/90327519/>

Thank you for your business!

If paying with a credit card, a 3.5% fee is added to the total.

PLEASE PRINT OR TYPE

Name of Neighborhood: Veronica Place

Project Leader: Brad Lomneck

Address for Project Leader: 957 Veronica cir Ocoee FL 34761

Project Leader (Cell) 321 689 0732 (Home) _____

Email Address: bradlovesocoe.com

What is the name of your proposed project?

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

Veronica Place HOA brick wall and entrance on White Rd

Improved Safety for broken columns on White road sidewalk.

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

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

When was it formed? 1992 How many members are in the association? 53

Are the members all homeowners in the neighborhood? YES

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

President, VP , Treasure and board

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

Voting by its members and quorum, and once a year

If your neighborhood does NOT have an HOA:

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

How many members are in the group? _____

How many homes are in your neighborhood? _____

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

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

Briefly describe the proposed project: We are asking for \$2000.00

We are fixing our brick wall that faces white rd from Montgomery to Sleepy Harbour

List the project goals:

(1) Fix brick columns

(2) fix brick panels

(3) _____

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

White Rd along Veronica Place HOA

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

For physical improvements, will it be located on:

Public Right-of-Way: _____

Private Property: White rd easement

Common Area Owned by the Homeowners Association: Yes Brick wall

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

N/A

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

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

Brad Lombeck

Print name of person preparing application

[Signature]

Signature of person preparing application

Jim Hensley

Signature of Project Leader

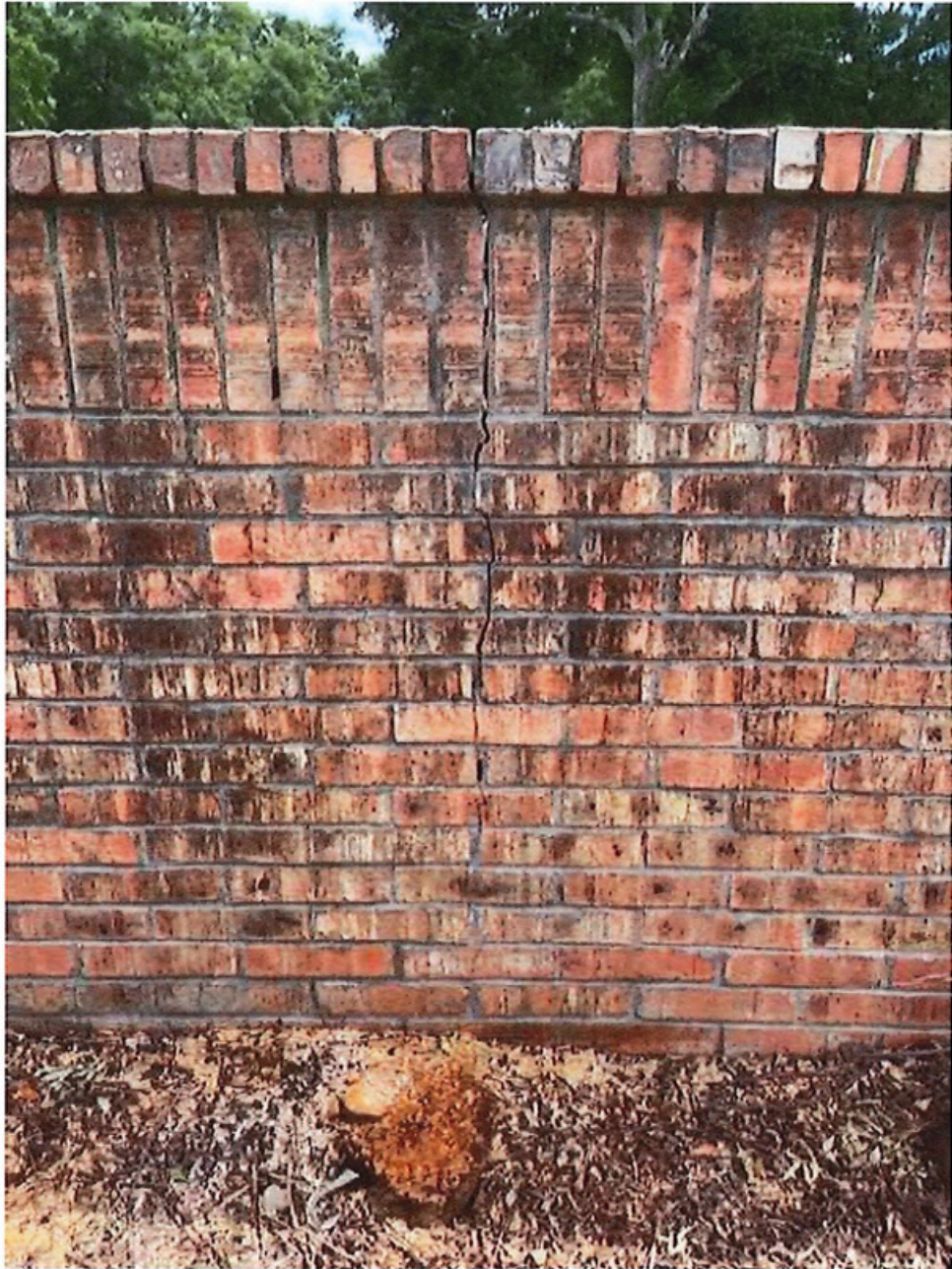
[Signature]

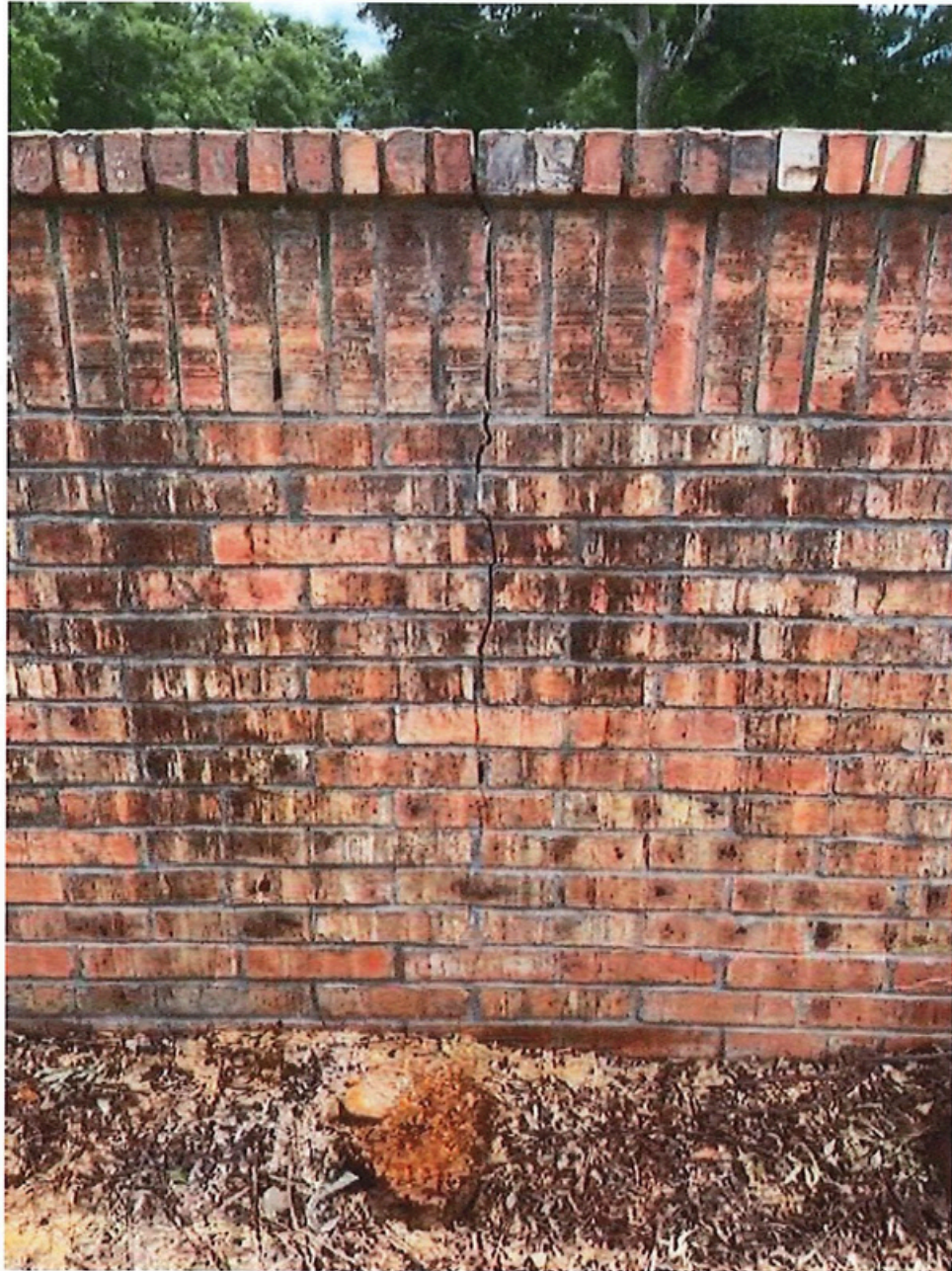
Signature of Neighborhood President

Date: 2/22/24

Date: 17 FEBRUARY 2024







TRG MASONRY, LLC
2196 Meadow Court
Apopka, FL 32703
(407)880-4652

12/7/2023

Veronica Place Homeowners Association

Exterior Brick Wall Repair

- Columns 1, 2, 8, 12, 18: Entire column Plus: Col 1 repair 3 cap brick on back panel
- Remove damaged material Col 2 pole + panel removed by HOA
 - Clean and reuse as many original brick as possible Col 8 tree trimmed or removed by HOA
 - Supply additional brick as needed
 - Rebuild column to original position – 18 in W x 18 in D x 6 ½ f H
 - Add rebar and pour with cement
 - Cap column – 16 in W x 16 in D x 2 ½ in H

Column 6: Top 6 rows

- Remove damaged material
- Clean and reuse as many original brick as possible
- Supply additional brick as needed
- Rebuild column to original position
- Cap column – 16 in W x 16 in D x 2 ½ in H
- Vertical joint repair

Panel 2: 5 ft vertical joint repair and cacked brick repair

Columns 3, 4, 5, 7, 11, 13, 14, 15, 16, 17, 19, 20: Vertical joint repair

Clean-up and removal of excess masonry material

All measurement are approximate

Will need addresses and access to homeowners yards where columns are being rebuilt

Proposal is based on looking at the wall from the outside

TOTAL COST =	Labor/Material	= \$14,600.00	Quote valid for 60 days
	Down payment	= \$ 4,850.00	
	2 nd draw	= \$ 4,850.00	
	Upon completion	= \$ 4,900.00	

Please make check payable to: TRG MASONRY, LLC

Agreed to by: [Signature] Date: 12/7/2023

Print name: James W. Hinsley Title: PRESIDENT

Veronica Place, Phase 1, Homeowners Association



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 9/25/2023

EXPIRATION DATE: 9/24/2025

PERSON: THOMAS R GURKSNIS

EMAIL: TRGMASONRYLLC@GMAIL.COM

FEIN: 043782933

BUSINESS NAME AND ADDRESS:

TRG MASONRY, LLC

2196 MEADOW COURT

APOPKA, FL 32703

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT
RULE 69L-6.012, F.A.C. REVISED 01/2023

E01794833

QUESTIONS? (850) 413-1609

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

EXPIRES

EMPLOYEE :

TOTAL TAX	\$30.00
PREVIOUSLY PAID	\$30.00
TOTAL DUE	\$0.00

2196 MEADOW CT (MOBILE)
D - AOPKA, 32703

PAID: \$30.00 0098-01137046 8/22/2023



GURKSNIS THOMAS R
TRG MASONRY LLC
2198 MEADOW CT
APOPKA FL 32703-7638

This receipt is official when validated by the Tax Collector.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/07/23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE INSURANCE STORE USA II, LLC 529 S Orange Blossom Trail Apopka, FL 32703 License #:A095539		CONTACT NAME: H. Sam Georgi PHONE (A/C No. Ext): (407)880-2090 FAX (A/C No.): (407)880-6554 E-MAIL ADDRESS: sam@theinsstoreusa.com	
INSURED TRG Masonry LLC 2196 Meadow Ct. Apopka FL 32703		INSURER(S) AFFORDING COVERAGE INSURER A: Penn-America Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 32859	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X	X	PAV0435831	04/29/23	04/29/24	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GENTL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE \$
	DED ☐ RETENTION \$						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Masonry & Stucco.

CERTIFICATE HOLDER**CANCELLATION**

Veronica Place Homeowners Association 932 Veronica Circle Ocoee, FL 34761 Attn: James Hinsley	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
TRG MASONRY, LLC

Filing Information

Document Number L04000005903
FEI/EIN Number [04-3782933](#)
Date Filed 01/22/2004
State FL
Status ACTIVE

Principal Address

2196 MEADOW COURT
APOPKA, FL 32703

Mailing Address

2196 MEADOW COURT
APOPKA, FL 32703

Registered Agent Name & Address

GURKSNIS, THOMAS R
2196 MEADOW COURT
APOPKA, FL 32703

Authorized Person(s) Detail

Name & Address

Title MGRM

GURKSNIS, THOMAS R
2196 MEADOW COURT
APOPKA, FL 32703

Annual Reports

Report Year	Filed Date
2021	04/27/2021
2022	04/26/2022
2023	04/27/2023

Document Images

[04/27/2023 - ANNUAL REPORT](#)

[View image in PDF format](#)

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L04000005903

Entity Name: TRG MASONRY, LLC

Current Principal Place of Business:

2196 MEADOW COURT
APOPKA, FL 32703

Current Mailing Address:

2196 MEADOW COURT
APOPKA, FL 32703 US

FEI Number: 04-3782933

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GURKSNIS, THOMAS R
2196 MEADOW COURT
APOPKA, FL 32703 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGRM
Name GURKSNIS, THOMAS R
Address 2196 MEADOW COURT
City-State-Zip: APOPKA FL 32703

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: THOMAS R GURKSNIS

MGRM

04/27/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date



Fiscal Year 2023/2024

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

Deadline to submit applications is March 15, 2024 by 5 p.m.

**City of Ocoee
Neighborhood Matching Grants Program**

PLEASE PRINT OR TYPE

Name of Neighborhood: Whitehill Subdivision

Project Leader: Sharon Seiter

Address for Project Leader: 254 Misty Meadow Drive, Ocoee, FL 34761

Project Leader (Cell) 407.222.6132 (Home) _____

Email Address: sseiter@shutts.com

What is the name of your proposed project?

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

Whitehill subdivision is located off White Road.

Entering the subdivision is Misty Meadow Drive and Robyn's Glenn Road.

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

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

When was it formed? 1995 How many members are in the association? 55 houses

Are the members all homeowners in the neighborhood? Yes

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

Southwest Property Management and a Board that consists of President, Vice President
Treasurer, Secretary and Director.

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

Voted in by the homeowners.

If your neighborhood does NOT have an HOA:

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

How many members are in the group? _____

How many homes are in your neighborhood? _____

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

What is the dollar amount being requested? (dollar amounts must be matched by the neighborhood. The maximum grant award is \$2,000.) \$2,000.00

Briefly describe the proposed project: The electric for the front entrance does not work in all the areas. We are wanting to rewire to bring the requirements up to the 2017 National Electrical Code. Replace the 4 marquee sign lights with new LED Lights.

List the project goals:

- (1) Replace 4 outdoor receptacles for decorating purposes
- (2) Fix lights for signage
- (3) Replace timer boxes for proper lighting and timing.

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

Front entrance of Whitehill subdivision located off of White Road.

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

For physical improvements, will it be located on:

Public Right-of-Way: The entrance of Whitehill subdivision off of White Road.

Private Property: _____

Common Area Owned by the Homeowners Association: Not applicable.

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

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

We certify that our membership voted and approved this Ocoee Neighborhood Matching Grant application on 3/1/24 (date), and attached are the minutes/letter reflecting this vote.

Sharon Seiter

Print name of person preparing application

Sharon Seiter

Signature of person preparing application

Date:

3/4/24

Sharon Seiter

Signature of Project Leader

DP Galt

Signature of Neighborhood President

Date:

3/4/24

**PHOTOGRAPHS SHOWING PHYSICAL
LOCATION**





THREE (3) WRITTEN QUOTES



*25 Years Experience
Low & High Voltage Systems
Design / Installation*



407.405.5753
407.905.0228 Fax
rbyrd@ae-electrical.com

WhiteHill Subdivision
04/25/23

Attn: Johnathon
Company: Southwest Property Management
From: Robert Byrd

Base Bid: \$2,008.00

Replace the (4) Marquee sign lights with new LED lights

One is currently not working and (1) in the center island to be replaced with one of the old sign lights

Rework electrical at the marquee lights and install 2' tall PVC poles with (2) having GFI outlets on them

Relace existing center Island GFI box and all with the PVC post w/ new GFI outlet installed

Replace existing timers and photo controllers with new Metal box with timer inside

Remove box and outlet that is in the exit side marquee



Bid Proposal

Whitehill

Max Electrical Solutions LLC

EC13009625

P.O Box #616727

Orlando, FL 32811

Phone: 407-588-7377

Website: Maxelectricalsolutions.com

Max Electrical Solutions LLC

EC13009625

P.O Box #616727

Orlando, FL 32811

26 April 2023

Job ID: JOB-0388

Attention: Jesse Rampersad

Re: Proposal for Whitehill

We are pleased to quote the Electrical Installation on the above referenced project with the following qualifications and exclusions:

Qualifications:

1. Licensed and Insured.
2. All wiring to meet the requirements of the 2017 National Electrical Code.
3. No back charges for clean up will be accepted unless prior written notice and forty eight hours has been given to comply.

Exclusions:

1. Anything not listed on this quote
2. Price Increases on material and labor
3. Due to the fluctuating cost of material and the labor shortages the price may change.

Pricing:

Qty	Description
4	outdoor receptacles
1	Troubleshoot lights for sign
1	Timer
1	Photocell

For the Sum of \$ 1,400.00

Breakouts:

Name	Add \$	Deduct \$
------	--------	-----------

Alternates:

Name	Amount
	0.00

We would like to thank you for the opportunity to quote this project. If you have any questions, please call us.

Sincerely,



Bid Proposal

Whitehill

Max Electrical Solutions LLC

EC13009625

P.O Box #616727

Orlando, FL 32811

Phone: 407-588-7377

Website: Maxelectricalsolutions.com

Jesse Rampersad

Max Electrical Solutions LLC

Bill's Electrical LLC

Fast and Friendly Service

P.O. BOX 1104
APOPKA, FL 32704
(407) 886-1381
LIC# ER13015010

ESTIMATE

02/28/2023

TO: Theresa Ciullo

FOR:
Electrical Work

Job Site: Front entrance lights at Whitehill

DESCRIPTION			TOTAL
Replace 2 existing spotlights on right east side.			\$3685.00
Replace 1 existing GFI outlet with new WR-TR GFI outlet and new in-use weatherproof cover on right east side.			
Replace 1 existing GFI outlet with new WR-TR GFI outlet and new in-use weatherproof cover in center of entrance.			
Replace 1 existing spotlight at center of entrance.			
Replace 1 existing GFI outlet with new WR-TR GFI outlet and new in-use weatherproof cover on left west side.			
Replace 2 existing photocells on left west side.			
Does not include any repairs other than listed. Includes premium materials.			

**HOA MINUTES REFLECTING THE VOTE FOR
THE CITY OF OCOEE NEIGHBORHOOD
MATCHING GRANT**

Whitehill HOA
Board of Directors Meeting Minutes
Friday March 1, 2024 6:30 pm via phone.

Current Board of Directors: Doug Gomber, President (23); Colleen Matthew, Vice-President (26); Kenneth Pavelka, Secretary/Treasurer (23); Roxanne Santiago Castner Betancourt, Director (23)

- I. Call to Order: Doug Gomber
- II. Grant Authority: Doug **MOTIONS** for the BOD to approve the application for a City of Ocoee Grant in the amount of \$2,000 to offset costs of repairing the electrical outlets and electrical lighting in the entrance to the neighborhood. Second: Ken. All Approved
- III. Adjournment 6:35 pm Ken **MOTIONS:** Roxanne: Seconds. All Approve

STAFF REPORT

Meeting Date: May 7, 2024
Item #: 3

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of Magnolia Reserve Plat; Project No. LS-2023-005. (Development Engineer Keaton)

Background Summary:

Magnolia Reserve Townhomes property is located in Commission District 1, on the south side of Desert Candle Dr., east of Renaissance Charter School, adjacent to the Greens at Forest Lake Subdivision. Magnolia Reserve Townhomes property is identified as parcel number 05-22-28-0000-00-029. The total area of the Plat amounts to approximately 5.084 acres. This Plat is required in order to create the 48 lots for the residential subdivision, associated street right-of-way, and tracts for open space, recreation, and retention facilities. The Plat also includes easements for emergency vehicle access, reclaim water lines, drainage, stormwater retention pond, and other public utility easements.

The Magnolia Reserve Townhomes development is platting prior to receiving a Certificate of Completion; therefore, the developer is required to provide a Surety covering the outstanding proposed improvements as approved in the Preliminary / Final Subdivision Plans for Magnolia Reserves Townhomes. The Applicant, Magnolia Reserve Project I LLC, has provided the City with a Letter of Credit (Letter of Credit Number S510955) from Fifth Third Bank in the amount of \$64,921.47.

Issue:

Should the Honorable Mayor and City Commissioners approve and sign the Magnolia Reserve Plat?

Recommendations:

The Development Services Department recommends the Honorable Mayor and City Commissioners approve the Magnolia Reserve Plat and authorize the Mayor and City Clerk to sign the Plat.

Attachments:

1. Plat
2. LOC For Plat

Financial Impacts:

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

Type of Item: Consent

MAGNOLIA RESERVE TOWNHOMES
A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST,
CITY OF OCOEE, ORANGE COUNTY, FLORIDA

SHEET 1 OF 2

PLAT BOOK _____ PAGE _____

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN NORTH 04°07'23" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5 FOR A DISTANCE OF 30.02 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF ORANGE TRAILSIDE WAY (FORMERLY KNOWN AS WEST ROAD), ACCORDING TO PLAT BOOK 102, PAGES 9 THROUGH 14 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN SOUTH 88°07'18" EAST ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 400.00 FEET TO THE WESTERLY LINE OF GREENS AT FOREST LAKE – PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGES 9 THROUGH 14 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN NORTH 04°08'50" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 550.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF DESERT CANDLE DRIVE, ACCORDING TO PLAT BOOK 102, PAGES 9 THROUGH 14 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WESTERLY LINE RUN NORTH 86°58'31" WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 400.00 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE WITH THE EAST RIGHT OF WAY LINE OF WEST ORANGE TRAIL, ACCORDING TO OFFICIAL RECORDS BOOK 4938, PAGE 4527 OF SAID PUBLIC RECORDS, ALSO BEING THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 04°07'23" WEST ALONG SAID EAST RIGHT OF WAY LINE AND WEST LINE FOR A DISTANCE OF 558.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 5.08 ACRES, MORE OR LESS

THE LANDS SHOWN HEREON ARE AFFECTED BY THE FOLLOWING EXCEPTIONS:

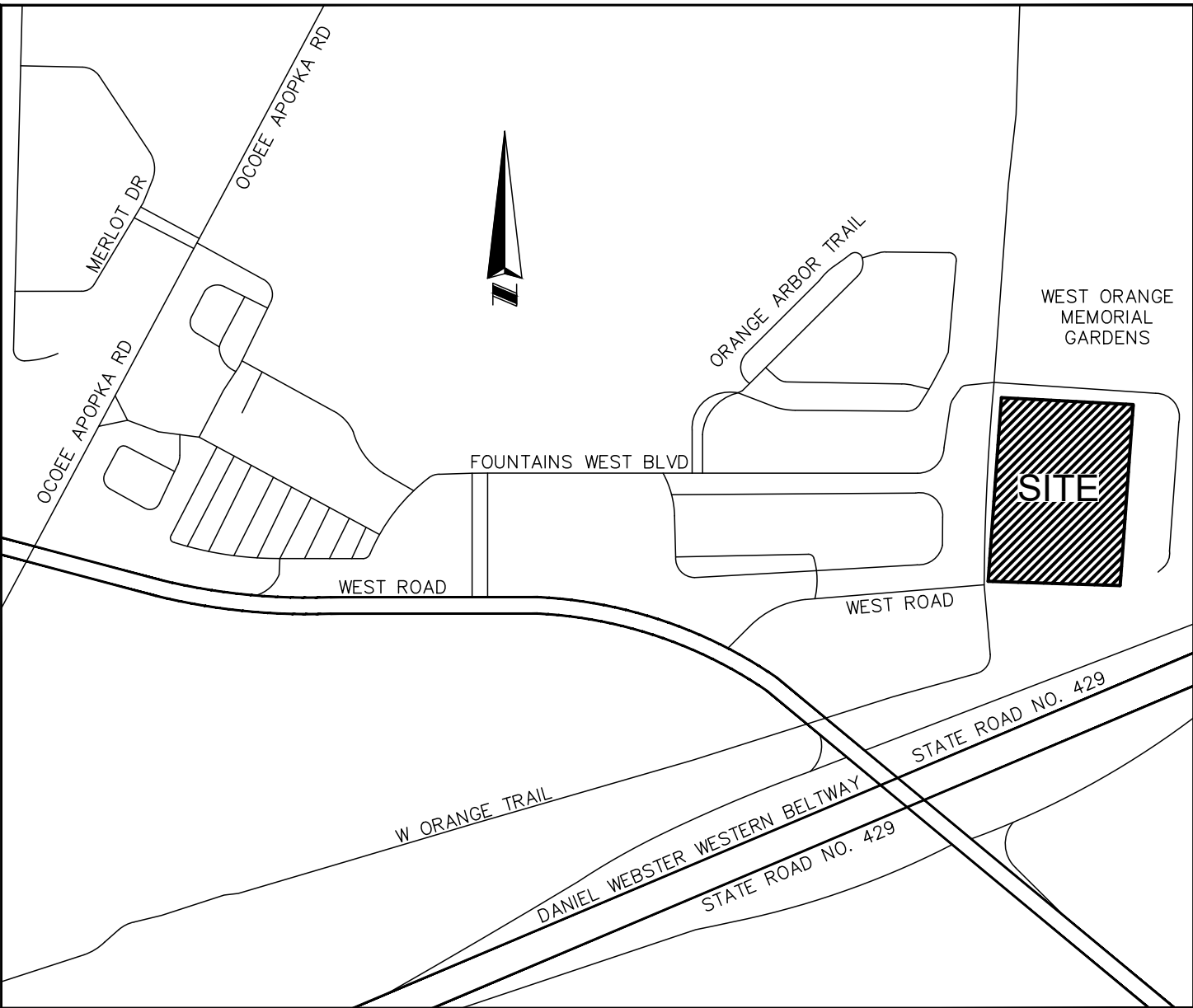
–Ordinance No. 2022–18 recorded October 20, 2022 in Official Records Doc# 20220639953. AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE.

–Ordinance No. 2022–19 recorded October 20, 2022 in Official Records Instrument Number 20220639954, Public Records of Orange County, Florida. AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE.

–Ordinance No. 2022–20 recorded October 20, 2022 in Official Records Doc# 20220639955. AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE.

–Recorded Notice of Environmental Resource Permit recorded December 6, 2023 in Official Records Instrument No. 20230703107, of the Public Records of Orange County, Florida. AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE.

–Notice of Commencement reordered December 15, 2023 in Official Records Instrument No. 20230721253, of the Public Records of Orange County, Florida. AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE.



VICINITY MAP:
(NOT TO SCALE)

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF DESERT CANDLE DRIVE AS BEING N86°58'31"W. (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)
- ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON–RADIAL (NR).
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- AN EMERGENCY ACCESS EASEMENT OVER TRACTS B AND C, OPEN SPACE/STORMWATER TRACTS, SHOWN HEREON IS GRANTED TO THE CITY OF OCOEE FOR EMERGENCY MAINTENANCE PURPOSES. THE EMERGENCY ACCESS EASEMENT DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE CITY OF OCOEE TO ENTER UPON THE PLATTED PROPERTY OR TAKE ANY ACTION TO REPAIR OR MAINTAIN THE DRAINAGE SYSTEM.
- A PERPETUAL, NON–EXCLUSIVE EASEMENT FOR ACCESS OVER ALL INTERNAL ROADWAYS AND PAVED AREAS IS HEREBY GRANTED TO THE CITY OF OCOEE AND ALL APPLICABLE AUTHORITIES FOR LAW ENFORCEMENT, FIRE, CODE ENFORCEMENT, OTHER EMERGENCY SERVICES AND MUNICIPAL PURPOSES.
- CITY OF OCOEE UTILITIES HEREIN AND ITS ASSIGNS SHALL HAVE THE RIGHT TO CLEAR AND KEEP CLEAR ALL TREES, UNDERGROWTH AND OTHER OBSTRUCTIONS THAT REASONABLY INTERFERE WITH NORMAL OPERATION OR MAINTENANCE OF THE UTILITIES AND ANY FACILITIES PLACED WITHIN THE UTILITY EASEMENTS THEREON BY UTILITY PROVIDERS THEIR ASSIGNS. THE OWNER OF THE REAL PROPERTY DEPICTED ON THIS PLAT AGREES NOT TO BUILD, CONSTRUCT, OR CREATE ANY BUILDINGS OR OTHER STRUCTURES ON THE HEREIN GRANTED UTILITY EASEMENT THAT MAY INTERFERE WITH THE NORMAL OPERATION OR MAINTENANCE OF THE UTILITY FACILITIES INSTALLED THEREON.
- ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH AND SUBJECT TO THE CITY OF OCOEE LAND DEVELOPMENT CODE, AS AMENDED FROM TIME TO TIME, AND ALL FEDERAL, STATE, COUNTY AND CITY RULES, REGULATIONS, ORDINANCES AND APPROVALS.
- THE CITY OF OCOEE IS SUBJECT TO THE TERMS, PROVISIONS AND RESTRICTIONS OF FLORIDA STATUTE CHAPTER 163 CONCERNING MORATORIUMS 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.
- THE MEMBERS OF THE MAGNOLIA RESERVE TOWNHOME HOMEOWNERS' ASSOCIATION, INC., ARE ULTIMATELY RESPONSIBLE FOR PAYMENT OF THE COSTS OF MAINTAINING TRACTS THAT ARE TO BE OWNED BY THE ASSOCIATION AND ALL LOTS DEPICTED ON THIS PLAT ARE SUBJECT TO ASSESSMENTS, LIENS AND FORECLOSURE FOR NON–PAYMENT.
- TRACTS B AND C, OPEN SPACE/STORMWATER TRACTS SHALL BE DEDICATED TO AND SHALL BE OWNED AND MAINTAINED BY THE MAGNOLIA RESERVE TOWNHOME HOMEOWNERS' ASSOCIATION, INC.
- LANDSCAPE EASEMENTS, AND ALL TREES AND PLANTINGS WITHIN IT, SHALL BE GRANTED TO AND MAINTAINED BY THE MAGNOLIA RESERVE TOWNHOME HOMEOWNERS' ASSOCIATION, INC.
- THE ORANGE COUNTY UTILITY EASEMENT SHALL BE DEDICATED TO AND MAINTAINED BY ORANGE COUNTY.
- NO LANDSCAPE PLANTS OR TREES SHALL BE PLACED ON TOP OF ANY UTILITY EASEMENT WITHOUT WRITTEN APPROVAL FROM THE CITY OF OCOEE UTILITIES DEPARTMENT.
- ALL LANDSCAPE, INCLUDING LOT TREE AND STREET TREES, AND IRRIGATION IN GREEN SPACES, INCLUDING THOSE INSIDE OF INDIVIDUAL LOTS, COMMON AREAS AND TRACTS, SHALL BE OWNED AND MAINTAINED BY THE MAGNOLIA RESERVE TOWNHOME HOMEOWNERS' ASSOCIATION, INC.
- DUE TO THE WIDTH OF THE STREET A RIGHT–OF–WAY, STREET TREES HAVE BEEN PLANTED IN COMMON AREAS ALONG STREET A. THESE STREET TREES SHALL NOT BE REMOVED WITHOUT A PERMIT SUPPORTED BY ADEQUATE JUSTIFICATION AND REPLACEMENT WITH A CANOPY TREE FROM THE CITY'S REPLACEMENT TREES LIST.
- INDIVIDUAL LOTS SHALL NOT EXCEED A MAXIMUM OF 63% IMPERVIOUS SURFACE AREA PER THE DRAINAGE PLAN OF THE APPROVED FINAL SUBDIVISION PLAN.

LEGEND OF SYMBOLS AND ABBREVIATIONS:

- | | |
|----------|---|
| P.S.M. | PROFESSIONAL SURVEYOR & MAPPER |
| LB | LICENSED BUSINESS |
| LLC | LIMITED LIABILITY COMPANY |
| Ⓢ | CENTERLINE |
| CCR# | CERTIFIED CORNER RECORD NUMBER |
| U.E. | UTILITY EASEMENT |
| S.E. | SIDEWALK EASEMENT |
| R.U.E. | RIGHT OF WAY UTILIZATION EASEMENT |
| O.C.U.E. | ORANGE COUNTY UTILITY EASEMENT |
| L.E. | LANDSCAPE EASEMENT |
| NR | NON–RADIAL |
| P.I. | POINT OF INTERSECTION |
| ID | IDENTIFICATION |
| ↪ | CHANGE IN DIRECTION |
| P.R.M. | PERMANENT REFERENCE MONUMENT |
| ▣ | FOUND 4" X 4" CONCRETE MONUMENT AS NOTED |
| ● | SET NAIL & DISK LB 6723
PERMANENT CONTROL POINT (P.C.P.) |
| ○ | RECOVERED NAIL AND DISK AS NOTED |

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

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that I the undersigned, being a licensed surveyor and mapper, do hereby certify that on 4/26/2023 I completed the survey of the lands as shown in the foregoing plat or plan: that said plat is a true and correct representation of the lands surveyed and platted and was prepared under my responsible direction and supervision; that permanent reference monuments have been placed as shown thereon; and this plat complies with all the survey requirements of Chapter 177, Florida Statutes; and that said land is located in the City of Ocoee, Orange County, Florida.

By: _____ Date: _____
James L. Rickman P.S.M. # 5633
Allen & Company
Licensed Business # 6723
16 East Plant Street,
Winter Garden, Florida 34787

MAGNOLIA RESERVE TOWNHOMES
D E D I C A T I O N

KNOW ALL MEN BY THESE PRESENTS, That Magnolia Reserve Project I, LLC, an Ohio limited liability company being the owners in fee simple of all of the lands described in the foregoing caption to this plat, hereby dedicates Tract A (Right of Way), the sidewalk easements and the utility easements to the perpetual use of the public.

In witness whereof, the undersigned, Magnolia Reserve Project I, LLC, an Ohio limited liability company has caused these presents to be executed and acknowledged by its undersigned _____ thereunto duly authorized on this _____ day of _____, 2024.

Magnolia Reserve Project I, LLC, an Ohio limited liability company

By: _____
Print Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

Notary Block:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_____] physical presence or [_____] online notarization, this _____ day of _____, 2024 by _____ as _____

of Magnolia Reserve Project I, LLC, an Ohio limited liability company. He/She is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Printed Name: _____

Commission Expires: _____

Commission Number: _____

CERTIFICATE OF REVIEW BY CITY SURVEYOR

This plat has been reviewed for conformity with chapter 177, Florida Statutes.

MAX RAMOS, P.S.M 6458 Date _____
WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. LB 7932
550 Northlake Boulevard, Suite 1000
Altamonte Springs, Florida 32701

CERTIFICATE OF APPROVAL BY THE BOARD
OF CITY COMMISSIONERS

THIS IS TO CERTIFY, that on _____, 2024 the foregoing plat was approved by the City Commissioners of Ocoee, Florida.

City Attorney _____ Mayor of Ocoee

Attest: _____
City Clerk

CERTIFICATE OF APPROVAL
DEVELOPMENT SERVICES DIRECTOR

Examined _____
and _____
Approved _____
Development Services Director

CERTIFICATE OF COUNTY COMPTROLLER

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

on _____ as File No. _____
County Comptroller in and for Orange County, Florida.

By: _____

ALLEN & COMPANY
Founded in 1988

**SURVEYING • MAPPING
GEOSPATIAL SERVICES**
www.allen-company.com

LICENSED BUSINESS #6723
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 FAX (407) 654-5356

SHEET INDEX:

SHEET 1 OF 2 – LEGAL DESCRIPTION, DEDICATION, LEGEND & SURVEYORS NOTES
SHEET 2 OF 2 – BOUNDARY INFORMATION, LOT & TRACT GEOMETRY

PLAT BOOK _____ PAGE _____

The site plan for Tract A is bounded by Magnolia Reserve Road to the north and a 50.00' Public Right of Way to the east. The tract is divided into several areas labeled L13 through L21. A dashed line indicates a boundary or easement. Key features include:

- A north arrow pointing towards the top left.
- A scale of 1" = 10'.
- Dimensions: 10.00' U.E. (Upper Easement), 9.00', and 5.00' S.E. (South Easement).
- Labels for "TRACT C" and "OPEN SPACE/ STORMWATER" in the lower right area.
- Adjacent tracts are labeled 42 and 43.

TRACT A

MAGNOLIA RESERVE ROAD
50.00' PUBLIC RIGHT OF WAY

TRACT C
OPEN SPACE/
STORMWATER

25

31

L1, L2, L3, L4, L5, L6, L7, L8, L9

5.00' S.E., 9.00', 10.00' U.E., 5.00' U.E.

[illegible]

LINE TABLE		
LINE	BEARING	LENGTH
L1	N85°51'54"W	14.00'
L2	S04°08'06"W	72.00'
L3	S85°51'54"E	14.00'
L4	N04°08'06"E	5.00'
L5	N85°51'54"W	9.00'
L6	N04°08'06"E	62.00'
L7	S85°51'54"E	9.00'
L8	N04°08'06"E	5.00'
L9	S04°08'06"W	62.00'
L13	S85°51'54"E	14.00'
L14	S04°08'06"W	72.00'
L15	N85°51'54"W	14.00'
L16	N04°08'06"E	5.00'
L17	S85°51'54"E	9.00'
L18	N04°08'06"E	62.00'
L19	N85°51'54"W	9.00'
L20	N04°08'06"E	5.00'
L21	S04°08'06"W	62.00'

GRAPHIC SCALE 1"=50'



A horizontal graphic scale bar with alternating black and white segments. It is marked with '0' at the left end, '50'' at the midpoint, and '100'' at the right end.



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FIFTH THIRD BANK

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S510955 PAGE 1

SUBDIVISION NAME/PHASE: MAGNOLIA RESERVE

ISSUER:

FIFTH THIRD BANK, N.A.
5050 KINGSLEY DRIVE, MD 1MOCBR
CINCINNATI, OH 45263

APPLICANT:

MAGNOLIA RESERVE PROJECT I LLC
3601 RIGBY ROAD, SUITE 300
MIAMISBURG, OH 45342

BENEFICIARY:

CITY OF OCOEE
ATTN: CITY ENGINEER
1 N. BLUFORD AVE.
OCOEE, FL 34761

LETTER OF CREDIT NO: S510955
ISSUE DATE: APRIL 29, 2024
EXPIRATION DATE: APRIL 29, 2025
EXPIRATION PLACE: AT OUR COUNTERS
AMOUNT: 64,921.47 USD SIXTY FOUR THOUSAND NINE HUNDRED TWENTY ONE
47/100

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT S510955, IN FAVOR OF CITY OF OCOEE, A FLORIDA MUNICIPAL CORPORATION, AND AUTHORIZE YOU TO DRAW ON FIFTH THIRD BANK, N.A. (THE "BANK"), AT 5050 KINGSLEY DRIVE, MD 1MOCBR, ATTN: TRADE SERVICES, CINCINNATI, OH 45263 BY ORDER OF MAGNOLIA RESERVE PROJECT I LLC, UP TO BUT NOT EXCEEDING THE AGGREGATE AMOUNT OF SIXTY FOUR THOUSAND NINE HUNDRED TWENTY ONE 47/100 DOLLARS (\$64,921.47), IN UNITED STATES FUNDS, WHICH IS AVAILABLE BY YOUR DRAFT AT SIGHT, WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND ANY ONE OF THE FOLLOWING DOCUMENTS:

1. A STATEMENT PURPORTEDLY SIGNED BY THE MAYOR, CITY MANAGER OR AUTHORIZED REPRESENTATIVE TO THE EFFECT THAT THE CITY IS ENTITLED TO DRAW UPON THE LETTER OF CREDIT PURSUANT TO THE TERMS OF THAT CERTAIN MAINTENANCE, MATERIALS AND WORKMANSHIP AGREEMENT BETWEEN THE CITY AND APPLICANT WITH RESPECT TO THE FOLLOWING



FIFTH THIRD BANK

LETTER OF CREDIT NO. S510955

PAGE 2

SUBDIVISION: MAGNOLIA RESERVE; OR

2. A STATEMENT PURPORTEDLY SIGNED BY THE MAYOR, CITY MANAGER OR AUTHORIZED REPRESENTATIVE TO THE EFFECT THAT THE PERFORMANCE OF APPLICANT'S OBLIGATION UNDER THE MAINTENANCE, MATERIALS AND WORKMANSHIP AGREEMENT HAS NOT BEEN COMPLETED YET AND THE LETTER OF CREDIT WILL EXPIRE WITHIN 30 DAYS FROM THE DATE OF THE DRAWING WITHOUT BEING EXTENDED OR REPLACED TO THE CITY'S SATISFACTION; OR

3. A STATEMENT PURPORTEDLY SIGNED BY THE MAYOR, CITY MANAGER OR AUTHORIZED REPRESENTATIVE TO THE EFFECT THAT FIFTH THIRD BANK, N.A. HAS LOST ITS DESIGNATION AS A "QUALIFIED PUBLIC DEPOSITORY" PURSUANT TO FLORIDA STATUTES, CHAPTER 280, AND AN ACCEPTABLE REPLACEMENT LETTER OF CREDIT HAS NOT BEEN RECEIVED; OR

4. A STATEMENT PURPORTEDLY SIGNED BY THE MAYOR, CITY MANAGER, OR AUTHORIZED REPRESENTATIVE, THAT THE DRAWING IS DUE TO APPLICANT'S FAILURE TO REPAIR, CORRECT AND/OR CURE A "DEFICIENCY" AS THAT TERM IS DEFINED IN THAT CERTAIN MAINTENANCE, MATERIALS AND WORKMANSHIP AGREEMENT BETWEEN THE CITY AND APPLICANT WITH RESPECT TO THE FOLLOWING SUBDIVISION: MAGNOLIA RESERVE.

THIS LETTER OF CREDIT SHALL BE DEEMED IN FORCE UNTIL APRIL 29, 2025, AND WILL BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR ADDITIONAL PERIODS OF ONE YEAR UNLESS ISSUER SENDS NOTICE TO THE CITY MANAGER OF THE CITY OF OCOEE AT THE ABOVE-STATED ADDRESS BY CERTIFIED MAIL, COURIER, OR OTHER RECEIPTED MEANS OF DELIVERY AT LEAST NINETY (90) DAYS PRIOR TO THE THEN-CURRENT EXPIRATION DATE THAT ISSUER ELECTS NOT TO EXTEND THE EXPIRATION DATE OF THIS LETTER OF CREDIT.

DRAFTS MUST BEAR THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT S510955 OF FIFTH THIRD BANK, N.A., DATED APRIL 29, 2024."

THIS LETTER OF CREDIT SHALL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING A PARTIAL DRAW OR DRAWS SO LONG AS A SUM REMAINS TO BE DRAWN OR UNTIL THE LETTER OF CREDIT HAS EXPIRED.

EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, OR



FIFTH THIRD BANK

LETTER OF CREDIT NO. S510955

PAGE 3

AMPLIFIED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT, OR AGREEMENT REFERENCED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT, OR AGREEMENT.

WE HEREBY AGREE WITH BENEFICIARY THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION ON OR BEFORE THE EXPIRATION DATE AT FIFTH THIRD BANK, N.A., TRADE SERVICES, 5050 KINGSLEY DRIVE, MD 1MOCBR, CINCINNATI, OH 45263. PAYMENT AGAINST A COMPLYING PRESENTATION SHALL BE MADE BY WIRE TRANSFER TO A DULY REQUESTED ACCOUNT OF THE BENEFICIARY.

PRESENTATION OF A DEMAND UNDER THIS LETTER OF CREDIT MAY BE MADE ON OR PRIOR TO THE THEN CURRENT EXPIRATION DATE HEREOF BY HAND DELIVERY, COURIER SERVICE, REGISTERED OR CERTIFIED MAIL, OVERNIGHT MAIL, OR FACSIMILE. PRESENTATION OF A DEMAND UNDER THIS LETTER OF CREDIT BY FACSIMILE TRANSMISSION SHALL BE BY TRANSMISSION OF THE ABOVE REQUIRED DEMAND ON US TO OUR FACSIMILE NUMBER 513-358-5950 ATTENTION: TRADE SERVICES WITH TELEPHONIC CONFIRMATION OF OUR RECEIPT OF SUCH FACSIMILE TRANSMISSION AT OUR TELEPHONE NUMBER 513-358-5229 (OR AT SUCH OTHER FACSIMILE AND / OR TELEPHONE NUMBERS AS WE MAY SEND NOTICE TO YOU IN WRITING BY U.S. MAIL OR COURIER SERVICE, AS BEING THE APPLICABLE SUCH NUMBERS) ON OR BEFORE THE THEN CURRENT EXPIRATION DATE. ANY SUCH FACSIMILE PRESENTATION SHALL BE CONSIDERED AN ORIGINAL DOCUMENT AND ANY ORIGINAL DOCUMENTS DELIVERED TO THE BANK SHALL BE RETURNED TO THE SENDER AND WILL NOT BE EXAMINED. FIFTH THIRD BANK, N.A. SHALL BE UNDER NO OBLIGATION TO ASCERTAIN THE IDENTITY OR AUTHORITY OF ANY PERSON MAKING SUCH FACSIMILE PRESENTATION.

IN THE EVENT THIS STANDBY IS NO LONGER REQUIRED, THIS ORIGINAL STANDBY AND ALL ORIGINAL AMENDMENTS, IF ANY, MUST BE RETURNED TO ISSUER AT THE PLACE FOR PRESENTATION TOGETHER WITH A SIGNED LETTER ON BENEFICIARY'S LETTERHEAD ADDRESSED TO ISSUER EXPRESSLY AUTHORIZING CANCELLATION.

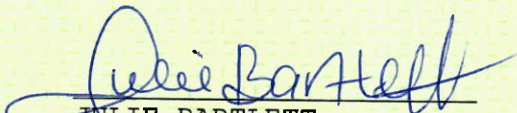


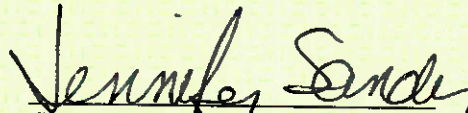
FIFTH THIRD BANK

LETTER OF CREDIT NO. S510955

PAGE 4

THIS LETTER OF CREDIT IS SUBJECT TO THE "INTERNATIONAL STANDBY PRACTICES (ISP98)", INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 AND AS TO MATTERS NOT GOVERNED BY ISP98, SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE "INTERNATIONAL STANDBY PRACTICES (ISP98)", AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL.


JULIE BARTLETT
OFFICER


JENNIFER SANDER
VICE PRESIDENT



STAFF REPORT

Meeting Date: May 7, 2024
Item #: 4

Contact Name: Joyce Tolbert, Olena Stokych
Contact Number: Ext. 1516, Ext. 1521

Department Director: Rebecca Roberts
City Manager: Robert Frank

Subject: Approval to Award Invitation to Bid (ITB) #24-007 Job Order for Thornebrooke Drainage Ditch Improvements. (Procurement Manager Tolbert)

Background Summary: The City of Ocoee, Florida (City) solicited bids for ITB #24-007 Job Order for Thornebrooke Drainage Ditch Improvements from the Prequalified Contractors for RFQ #22-005 Continuing Contract to Bid Small Construction Projects under \$500,000, including Federal Grant Funded Projects, type of Work Category “Stormwater”, to furnish labor, supervision, materials, equipment, supplies and incidentals to construct the Project.

The Thornebrooke Drainage Ditch is located in Ocoee, FL on the north side of Thornebrooke Drive. Thornebrooke Drive is a City street system, but Orange County has a 15-FT wide drainage right-of-way over the ditch from 7th Street to the wetland per Deed Book 411, Page 406. Per the Orange County Property Appraiser (OCPA), the properties that contain the ditch are owned by Orange County Board of County Commissioners located within Section 32, Township 22S, Range 28E. The ditch is subject to and susceptible to bank erosion in which the County and the City have determined that this issue can be alleviated with the installation of an exfiltration trench in the ditch. The City and the County have entered into an interlocal agreement to facilitate the completion of the project, whereas the County’s portion is \$197,593.00. The City Commission approved the interlocal agreement on November 1, 2022.

The ITB was published on March 14, 2024, to the five (5) Prequalified Contractors for RFQ #22-005, Stormwater Category Contractors, and opened on April 4, 2024. There were a total of three (3) bids received ranging from \$555,068.27 to \$599,179.00. All bids are available in the Finance Department for review. The Public Works and Finance Departments reviewed the bids received and all were considered responsive. Staff recommends awarding the bid to Garcia Civil Contractors LLC, as the most responsive and responsible bidder, in the amount of \$555,068.27, per the attached award recommendation from Steve Krüg, P.E., Public Works Director.

The following table is a listing of the bids received:

	Bidder	Total Bid
1.	Garcia Civil Contractors LLC	\$555,068.27
2.	American Persian Engineering and Construction LLC	\$574,075.00
3.	Central Florida Environmental Corporation	\$599,179.00
4.	Schuller Contractors Incorporated	Submitted no Bid notification

Issue:

Should the Honorable Mayor and City Commissioners award the bid ITB #24-007 Job Order for Thornebrooke Drainage Ditch Improvements to Garcia Civil Contractors LLC?

Recommendations: Staff recommends the Honorable Mayor and City Commissioners:

1. Award ITB #24-007 Job Order for Thornebrooke Drainage Ditch Improvements to Garcia Civil Contractors LLC for the amount of \$555,068.27 and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received.
2. Approve to increase the Project budget by \$200,000.00 to cover construction costs and incidentals by reallocating funds out of residual Projects not expected to begin this fiscal year.
3. Staff also recommends authorizing the City Manager to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:

1. ITB #24-007 Bid Proposal - Garcia Civil Contractors LLC
2. ITB #24-007 Staff Recommendation (Memorandum)
3. ITB #24-007 Bid Tabulation
4. ITB #24-007 Solicitation

Financial Impacts:

The budgeted amount is approximately \$400,000.00 available for this project. Staff recommends increasing the Project budget to \$600,000.00 by reallocating funds out of residual projects not expected to begin this fiscal year. Reallocated funding will be re-budgeted next fiscal year.

Type of Item: Consent

**ITB #24-007 JOB ORDER FOR THORNEBROOKE DRAINAGE DITCH IMPROVEMENTS
ONLY TO THE PREQUALIFIED CONTRACTORS FOR RFQ #22-005 CONTINUING CONTRACT TO BID SMALL CONSTRUCTION
PROJECTS UNDER \$500,000, INCLUDING FEDERAL GRANT FUNDED PROJECTS**

BID FORM ITB #24-007

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
Drainage Item					
1.01	MOBILIZATION/EXECUTION OF GENERAL REQUIREMENTS (10% OF BASE BID)	1	LS	\$52,875.63	\$52,875.63
1.02	PREVENTION, CONTROL ABATEMENT OF EROSION AND WATER POLLUTION	1	LS	\$11,963.06	\$11,963.06
1.03	CLEARING AND GRUBBING DITCH AREA	1	LS	\$10,957.04	\$10,957.04
1.04	EXCAVATION, EARTHWORK AND GRADING	1	LS	\$56,223.28	\$56,223.28
1.05	FURNISH AND INSTALL TYPE 'J' - ALT. A PRECAST STRUCUTRE WITH RING AND COVER	1	EA	\$11,696.07	\$11,696.07
1.06	FURNISH AND INSTALL 36" RCP WITH CONCRETE HADWALL (FDOT INDEX 430-030)	8	LF	\$2,215.54	\$17,724.32
1.07	FURNISH AND INSTALL ADS 36" DRAINAGE BASIN 24" STANDARD COVER	4	EA	\$13,567.37	\$54,269.48
1.08	FURNISH AND INSTALL #57 STONE FOR TRENCH SYSTEM	845	TON	\$102.39	\$86,519.55
1.09	FURNISH AND INSTALL FILTER FABRIC FOR TRENCH SYSTEM	47,000	SF	\$0.65	\$30,550.00
1.10	FURNISH AND INSTALL ADS N12 AASHTO 36" PERFORATED PIPE FOR TRENCH SYSTEM	1,260	LF	\$147.87	\$186,316.20
1.11	FURNISH AND INSTALL 24' RCP PIPE	20	LF	\$258.98	\$5,179.60
1.12	FURNSIH AND INSTALL 18" RCP WITH CONCRETE COLLAR	8	LF	\$247.67	\$1,981.36
1.13	FURNSIH AND INSTALL PVC PIPE SCH 80 (8" PIPE) WITH CONCRETE COLLAR (FDOT INDEX 430-001)	10	LF	\$373.63	\$3,736.30
1.14	FURNISH AND INSTALL ADS N12 8" HDPE CORRUGATED DUAL WALL PIPE	40	LF	\$81.73	\$3,269.20
1.15	FURNISH AND INSTAL BAHIA SOD	3,800	SY	\$5.54	\$21,052.00
1.16	RIPRAP RUBBLE	1.5	TON	\$503.45	\$755.18
TOTAL BASE BID:					\$555,068.27
WRITTEN TOTAL BASE BID: Five hundred fifty five thousand sixty eight dollars and twenty seven cents					

COMPANY NAME

Garcia Civil Contractors

BID PREPARED B

Eduardo Garcia

SIGNATURE: _____



23. LIST OF SUBCONTRACTORS:

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY
NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

NO Subcontractors. Garcia Civil
Contractors will self-perform 100%
of contract.

(Attach additional sheets if necessary)

The Bidder certifies that the Bidder has investigated each subcontractor/temporary worker agency listed and has received and has in the Bidder's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

24. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. <u>N/A</u>	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

(remainder of page left blank intentionally)



EXHIBIT D - ITB #24-007 BID CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Bidder's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this Bid. (Indirect ownership or benefit applies to any members of his or her immediate family.) Bidder certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Bidder agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Staff, and other key City employees and consultants involved in the award and administration of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Bid.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Bid.

Acknowledged by:

Garcia Civil Contractors

Firm Name

Signature

Eduardo Garcia Principal

Name and Title (Print or Type)

4/3/24

Date

EXHIBIT E - BID # 24-007 COMPANY INFORMATION/SIGNATURE SHEET

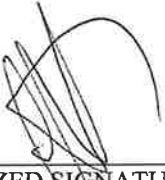
FAILURE TO COMPLY WITH THESE BID INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR BID. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL BID INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/BID FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE PERSON SIGNING THIS BID SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY INTO A LEGAL CONTRACT.

Garcia Civil Contractors
COMPANY NAME

407-580-6051
TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

eddy@garciacivil.com
E-MAIL ADDRESS



AUTHORIZED SIGNATURE (manual)

Eduardo Garcia Principal
NAME/TITLE (PLEASE PRINT)

3361 Rouse Rd Ste 240
STREET ADDRESS
Orlando FL 32817
CITY STATE ZIP

FEDERAL ID # 85-1478853

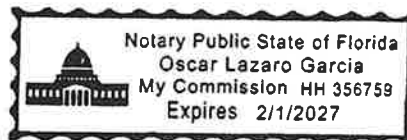
____ Individual ☒ Corporation ____ Partnership ____ Other (Specify) _____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this
3rd day of April, 2024.

Personally Known ☒ or

Produced Identification _____

(Type of Identification)



Notary Public - State of FL
County of Orange



Signature of Notary Public

Oscar Garcia
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT F
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Garcia Civil Contractors [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Garcia Civil Contractors [insert contractor company name] **proof of registration in the E-Verify system is attached to this Affidavit.**



Print Name: Eduardo Garcia

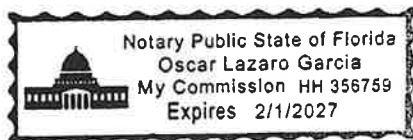
Date: 4/3/24

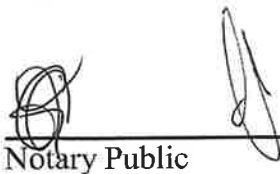
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4/3/24 (date) by Eduardo Garcia (name of officer or agent, title of officer or agent) of Garcia Civil Contractors (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]




Notary Public

Oscar Garcia
Name typed, printed or stamped

My Commission Expires: 2/1/27



Company ID Number: 1573910

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Garcia Civil Contractors, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 1573910

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



Company ID Number: 1573910

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 1573910

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 1573910

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 1573910

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 1573910

Approved by:

Employer Garcia Civil Contractors, LLC	
Name (Please Type or Print) Eduardo Garcia	Title
Signature Electronically Signed	Date 08/05/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/05/2020



Company ID Number: 1573910

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Garcia Civil Contractors, LLC
Company Facility Address	13110 Moss Park Ridge Dr Orlando, FL 32832
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	851678853
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 1573910



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



Company ID Number: 1573910

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Yanelle Garcia
Phone Number 7862854806
Fax
Email vanelle@garciacivil.com

Name Eduardo Garcia
Phone Number 4077442790
Fax
Email vanelle@garciacivil.com



Company ID Number: 1573910



This list represents the first 20 Program Administrators listed for this company.

EXHIBIT H

COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act are included in the various items of the bid and in the Lump Sum Total Bid Price shown on the Bid Form. For informational purposes only, the bidder is required to further identify these costs in the summary below.

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A	Slope Reinforcement	LF	1200	\$ 3	\$ 3600
B				\$	\$
C				\$	\$
D				\$	\$
				TOTAL	\$ 3600

BIDDER: Garcia Civil Contractors

SIGNED: 

BY: Eduardo Garcia
(Print or type name)

TITLE: Principal

DATE: 4/3/24

THIS IS NOT A PAY ITEM: The purpose of this form is to gather information on the costs associated with trench safety measures and to ensure that the Bidder has considered these costs and included them in the Lump Sum Total Bid price. Contractor will not receive additional payment if actual quantities differ from those estimated or if the Contractor uses a safety measure different than those listed.

(Failure to Complete This Form May Result in the Bid Being Declared Non-Responsive.)

END OF SECTION



August 19, 2022

Mayor
Rusty Johnson

Commissioners
Larry Brinson, Sr.
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Robert D. Frank

Eduardo Garcia, Principal
Garcia Civil Contractors
13110 Moss Park Ridge Drive
Orlando, FL 32832

Re: RFQ #22-005 Continuing Contract to Bid Small Construction Projects Under \$500,000, Including Federal Grant Funded Projects

NOTICE OF AWARD

Please be advised that at the July 19, 2022 City Commission Meeting the City Commission awarded **RFQ #22-005 Continuing Contract to Bid Small Construction Projects Under \$500,000 Including Federal Grant Funded Projects** as follows: Stormwater: J. Malever Construction Company, American Persian Engineering & Construction, LLC, Schuller Contractors, Central Florida Environmental, and Garcia Civil Contractors; Water & Sewer: J. Malever Construction Company and Cathcart Construction Company – Florida, LLC; General Building Construction: Votum Construction, LLC, Poli Construction, Inc., and SkyBuilders USA, LLC

Please sign and return the enclosed two (2) original contract documents to me within ten (10) business days along with the required certificate of insurance, naming the City as an additional insured. An Officer of the company must sign the contract; or provide a letter signed by an Officer of the company authorizing a certain employee of the company to sign the contract. You will receive an original contract document once approved by the City.

The contract begins in accordance to the effective date established by the contract. Work shall begin pursuant to the effective date established by a purchase order or notice to proceed issued after the successful bid on a specific job order. Please note that insurance certificates shall be kept current for the duration of the contract.

The City looks forward to working with your company. Should there be any questions regarding the above, please feel free to contact me at shopper@occoee.org.

Please return the signed contracts and insurance to City of Ocoee, Attention: Shannon Hopper, 1 N. Bluford Avenue, Ocoee, FL 34761

Sincerely,

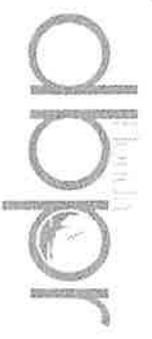

Shannon Hopper,
Purchasing Technician

cc: Steve Krug, P.E., Public Works Director
Jamie Croteau, Utilities Director

City of Ocoee • 1 N Bluford Avenue • Ocoee, Florida 34761
Phone: (407) 905-3100 • fax: (407) 905-3194 • www.occoee.org

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GARCIA, EDUARDO

GARCIA CIVIL CONTRACTORS LLC
13110 MOSS PARK RIDGE DR
ORLANDO FL 32832

LICENSE NUMBER: CGC1520952

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

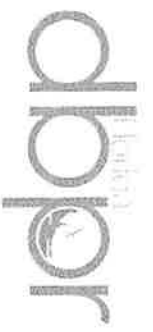
Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GARCIA, EDUARDO

GARCIA CIVIL CONTRACTORS LLC
13110 MOSS PARK RIDGE DR
ORLANDO FL 32832

LICENSE NUMBER: CUC1225753

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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Mayor
Rusty Johnson

Commissioners
Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Robert D. Frank

MEMORANDUM

Date: April, 29, 2024

To: Olena Stokych, Purchasing Agent

From: Stephen C Krüg, P.E., Public Works Director

RE: Contract Award Recommendation
ITB#24-007 Thornebrooke Drainage Ditch Improvements



Public Works recommends award of the Thornebrooke Drainage Ditch Improvements project, ITB#24-007, to Garcia Civil Contractors LLC, of Orlando, Florida, for the bid of \$555,068.27. The City received three (3) qualified bids from interested contractors ranging from \$555,088.27 to \$599,179.00. All bids are within 10% of each other and Garcia Civil Contractors LLC provided the lowest bid. This project was bid utilizing the City's prequalified Contractors for small construction projects under RFQ#22-005. The Contract is adequately funded through the Public Works Department Stormwater Division.

BID TABULATION

**04/04/2024 2:00pm ITB #24-007 Job Order for Thornebrooke Drainage Ditch Improvements only to the Prequalified Contractors for RFQ #22-005,
Type of Work Category "Stormwater"**

BID TAB		American Persian Engineering and Construction LLC		Central Florida Environmental Corporation		Garcia Civil Contractors LLC		Schuller Contractors Incorporated submitted a No Bid notification	
No Addenda issued		N/A		N/A		N/A		N/A	
Required Forms		✓		✓		✓		N/A	
DESCRIPTION	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
MOBILIZATION/EXECUTION OF GENERAL REQUIREMENTS (10% OF BASE BID)	1	\$40,000.00	\$40,000.00	\$54,470.00	\$54,470.00	\$52,875.63	\$52,875.63	N/A	N/A
PREVENTION, CONTROL ABATEMENT OF EROSION AND WATER POLLUTION	1	\$12,000.00	\$12,000.00	\$19,713.00	\$19,713.00	\$11,963.06	\$11,963.06	N/A	N/A
CLEARING AND GRUBBING DITCH AREA	1	\$20,000.00	\$20,000.00	\$37,315.00	\$37,315.00	\$10,957.04	\$10,957.04	N/A	N/A
EXCAVATION, EARTHWORK AND GRADING	1	\$35,000.00	\$35,000.00	\$107,713.00	\$107,713.00	\$56,223.28	\$56,223.28	N/A	N/A
FURNISH AND INSTALL TYPE 'J' - ALT. A PRECAST STRUCUTRE WITH RING AND COVER	1	\$8,000.00	\$8,000.00	\$13,739.00	\$13,739.00	\$11,696.07	\$11,696.07	N/A	N/A
FURNISH AND INSTALL 36" RCP WITH CONCRETE HADWALL (FDOT INDEX 430-030)	8	\$1,250.00	\$10,000.00	\$1,767.00	\$14,136.00	\$2,215.54	\$17,724.32	N/A	N/A
FURNISH AND INSTALL ADS 36" DRAINAGE BASIN 24" STANDARD COVER	4	\$13,000.00	\$52,000.00	\$11,866.00	\$47,464.00	\$13,567.37	\$54,269.48	N/A	N/A
FURNISH AND INSTALL #57 STONE FOR TRENCH SYSTEM	845	\$85.00	\$71,825.00	\$82.00	\$69,290.00	\$102.39	\$86,519.55	N/A	N/A
FURNISH AND INSTALL FILTER FABRIC FOR TRENCH SYSTEM	47000	\$0.50	\$23,500.00	\$0.45	\$21,150.00	\$0.65	\$30,550.00	N/A	N/A
FURNISH AND INSTALL ADS N12 AASHTO 36" PERFORATED PIPE FOR TRENCH SYSTEM	1260	\$200.00	\$252,000.00	\$124.55	\$156,933.00	\$147.87	\$186,316.20	N/A	N/A
FURNISH AND INSTALL 24' RCP PIPE	20	\$300.00	\$6,000.00	\$522.80	\$10,456.00	\$258.98	\$5,179.60	N/A	N/A
FURNISH AND INSTALL 18" RCP WITH CONCRETE COLLAR	8	\$625.00	\$5,000.00	\$766.00	\$6,128.00	\$247.67	\$1,981.36	N/A	N/A
FURNISH AND INSTALL PVC PIPE SCH 80 (8" PIPE) WITH CONCRETE COLLAR (FDOT INDEX 430-001)	10	\$500.00	\$5,000.00	\$598.00	\$5,980.00	\$373.63	\$3,736.30	N/A	N/A
FURNISH AND INSTALL ADS N12 8" HDPE CORRUGATED DUAL WALL PIPE	40	\$65.00	\$2,600.00	\$70.70	\$2,828.00	\$81.73	\$3,269.20	N/A	N/A
FURNISH AND INSTAL BAHIA SOD	3800	\$8.00	\$30,400.00	\$7.70	\$29,260.00	\$5.54	\$21,052.00	N/A	N/A
RIPRAP RUBBLE	1.5	\$500.00	\$750.00	\$1,736.00	\$2,604.00	\$503.45	\$755.18	N/A	N/A
TOTAL BASE BID:			\$574,075.00		\$599,179.00		\$555,068.27	N/A	N/A
*Bidders listed in alphabetical order *Yellow highlighted amounts represent discrepancies on the bid form *Missing forms considered a minor irregularity									

CITY OF OCOEE

INVITATION TO BID (ITB) #24-007

JOB ORDER FOR THORNEBROOKE DRAINAGE DITCH IMPROVEMENTS

**ONLY TO THE PREQUALIFIED CONTRACTORS FOR RFQ #22-005
CONTINUING CONTRACT TO BID SMALL CONSTRUCTION PROJECTS
UNDER \$500,000, INCLUDING FEDERAL GRANT FUNDED PROJECTS
TYPE OF WORK CATEGORY “STORMWATER”**



March, 2024

Prepared by:

City of Ocoee

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ITB #24-007 JOB ORDER FOR THORNEBROOKE DRAINAGE DITCH IMPROVEMENTS
ONLY TO THE PREQUALIFIED CONTRACTORS FOR RFQ #22-005 CONTINUING CONTRACT
TO BID SMALL CONSTRUCTION PROJECTS UNDER \$500,000, INCLUDING FEDERAL GRANT
FUNDED PROJECTS**

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SCOPE OF WORK, BID FORM, AND PLAN SHEETS

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**Submit with Bid*

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CITY OF OCOEE
INVITATION TO BID #ITB 24-007
JOB ORDER FOR THORNEBROOKE DRAINAGE DITCH IMPROVEMENTS
ONLY TO THE PREQUALIFIED CONTRACTORS FOR RFQ #22-005 CONTINUING CONTRACT
TO BID SMALL CONSTRUCTION PROJECTS UNDER \$500,000, INCLUDING FEDERAL GRANT
FUNDED PROJECTS
TYPE OF WORK CATEGORY “STORMWATER”

INTENT:

Sealed bids for Bid **#ITB 24-007** will be received by the City of Ocoee, hereinafter called “City” or “Owner,” by the prequalified contractors for **RFQ #22-005** Continuing Contract to Bid Small Construction Projects under \$500,000, including Federal Grant Funded Projects, type of Work Category “Stormwater”, submitting a bid for the work proposed, hereinafter called “Bidder”, "Respondent", "Contractor", or "Offeror".

The proposed Contract will be for the labor, supervision, materials, equipment, supplies and incidentals for the Thornebrooke Drainage Ditch Improvements, in the City of Ocoee, in accordance to the “Scope of Work/Bid Form” sections of this Invitation to Bid.

BIDDING INSTRUCTIONS:

- A. Each Bidder shall furnish the information required on the bid form supplied and each accompanying sheet thereof on which an entry is made. Bids submitted on any other format shall be disqualified. Please check your prices before submission of bid, as no changes will be allowed after bid opening. Bids must be typewritten or handwritten using ink. Do not use pencil. No erasures are permitted. Mistakes may be crossed out and the correction typed adjacent and must be initialed and dated by the person signing the bid. Bid documents must be signed by a legally responsible representative, officer, or employee and should be properly witnessed and attested. All bids should also include the name and business address of any person, firm, or corporation interested in the bid, either as a principal, member of a firm, or general partner. If the Bidder is a corporation, the bid should include the name and business address of each officer, director, and holder of 10% or more of the stock of such corporation.
- B. The City will receive questions regarding this ITB through the Bonfire Platform or through written inquiries directed to Olena Stokych, Purchasing Analyst at ostokych@ocoe.org. Deadline for receipt of written inquiries will be **March 28, 2024 at 2:00 p.m., local time**. Any clarifications/changes will be made by way of written addenda only, issued by the Finance Department/Purchasing. Bidders should not contact City staff, with the exception of the Procurement Manager, or other City consultants for information regarding this ITB before the Bid award date. Any contact with any other member of City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.
- C. Prospective Bidders may secure a free copy of the documents required for submitting a Bid through the Bonfire platform by accessing the City’s published solicitation page at <https://ocoe.bonfirehub.com>. Please visit <https://www.ocoe.org/323/Purchasing> for more information. Prospective Bidders will be provided with all information regarding this ITB, addenda, and changes to the project requirements through the Bonfire platform; there is no charge to use the Bonfire platform. Partial sets of the documents required for submitting a Bid will not be issued.

The City is **ONLY** accepting electronic solicitation responses online through the City's Bonfire platform at <https://ocoe.bonfirehub.com>. This link can also be accessed through the City's website at <https://www.ocoe.org/323/Purchasing> under the **Current Open Solicitations** menu. All Bid submissions for this ITB **MUST** be submitted through the Bonfire Platform. Bid submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge for bidders to use the Bonfire e-procurement platform. Bonfire platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Registration with Bonfire is free and is required prior to submitting a bid. You will be required to register once you click the "PREPARE YOUR SUBMISSION" in the solicitation file. It is suggested your company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

Upon completing the registration with Bonfire, bidders will be able to submit a bid securely, any time before the bid submission deadline, at <https://ocoe.bonfirehub.com> by clicking the "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once the bid has been submitted, the Bidder will receive a date/time stamp confirmation within the Bonfire platform and an email confirmation of the bid submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the bid deadline. **Bidders are encouraged to allow ample time to upload and submit their Bid as the system will automatically lock responses upon the bid deadline.** A virtual public bid opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at <https://www.ocoe.org/959/Public-Bid-Meetings>. The actual contract award will be made by the Ocoe City Commission at a later date. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitute public records under Florida law.

- D. Bidders shall submit one (1) complete electronic copy, preferably in a single file, of their Bid on the Bonfire Platform. Bids must be received and by Bonfire no later than **2:00 p.m., local time, on April 4, 2024.** Any attempt to submit a bid after the bid deadline will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. It shall be the sole responsibility of the Bidder to have the bid **uploaded and submitted** on the Bonfire Platform prior to the due date and time.

File Uploads – Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Platform. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Respondents will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

- E. All Bidders shall thoroughly examine and become familiar with the bid package and carefully note the items which must be submitted with the bid, such as:

- a) Addenda acknowledgement, if applicable;
- b) List of Subcontractors/Temporary Worker Agencies;
- c) Bid Form provided electronically on Bonfire;
- d) Conflict of Interest Disclosure Form
- e) Company information/signature sheet
- f) Contractor E-Verify Affidavit
- g) Compliance Form with Florida Trench Safety Act
- h) Any other information specifically called for in these Bid Documents.

F. Submission of a bid shall constitute an acknowledgment that the Bidder has complied with Paragraph E.

The failure or neglect of a Bidder to receive or examine a bid document shall in no way relieve it from any obligations under its bid or the contract. No claim for additional compensation that is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work will be allowed. All items quoted shall be in compliance with the bid documents/scope of work.

G. A Pre-Bid Conference: None scheduled at this time.

H. Any response by the City to a request by a prospective Bidder for clarification or correction will be made in the Bonfire ITB file or in the form of a written addendum, which will be distributed via Bonfire not later than twenty-four (24) hours before bid opening. It shall be the responsibility of each Bidder to obtain a copy of all issued Addenda. The City reserves the right to issue Addenda concerning date and time of bid opening at any time up to the date and time set for bid opening. In case any Bidder fails to acknowledge receipt of any such Addendum, its bid will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a bid will constitute acknowledgment of the receipt of the Bid Documents and all Addenda. Only interpretations or corrections provided by written Addenda shall be binding on the City. Bidders are cautioned that any other source by which a Bidder receives information concerning, explaining, or interpreting the Bid Documents shall not bind the City.

I. Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its bid:

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

J. CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME). A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an award to provide any goods or services to a public entity, may not submit a bid on an award with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a award with any public entity, and may not transact business with any public entity in excess of the

threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See s. 287.133(2) (a), Florida Statutes.]

- K. FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119, Florida Statutes, and, except as may be provided by Chapter 119, Florida Statutes, and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection. Bidders are requested, however, to identify specifically any information contained in their bids that they consider confidential and/or proprietary and that they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids received in response to this Invitation to Bid become the property of the City and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.
- L. PUBLIC RECORDS COMPLIANCE.** The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:
1. Keep and maintain public records required by the City to perform the service.
 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
 4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
 5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, CCDL@ocoe.org, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.

- M. No bid may be withdrawn for a period of ninety (90) days after the time and date scheduled for the bid opening. A request for withdrawal or a modification of a bid may be submitted to the Purchasing Agent, in writing, at any time prior to the deadline for submitting bids. After expiration of the deadline for receiving bids, no bid may be withdrawn or modified.**

The City reserves the right to accept or reject any or all bids, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any bid, or to re-advertise for new bids. The City may accept any item or group of items of any bid, unless the Bidder qualifies its bid by

specific limitations. The City reserves the right to negotiate price with the low Bidder(s) if the bid prices over the City's budget for this project. The City may accept one or more bids if, in the City's discretion, the City determines that it is in the City's best interest to do so.

The City reserves the right to award the contract to the Bidder which, in the City's sole discretion, is the most responsive and responsible Bidder. The City reserves the right, as an aid in determining which bid is responsible, to require a bidder to submit such additional evidence of Bidder's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all bids.

(Remainder of page left blank intentionally.)

GENERAL TERMS & CONDITIONS:

1. BID SECURITY:

- a) Not applicable at this time.
- b) No bid may be withdrawn for a period of ninety (90) days after the time and date scheduled for the bid opening.

2. PERFORMANCE AND PAYMENT BONDS

(Required if Project is over \$200,000.00.)

- a) The Successful Bidder shall furnish the City with a State of Florida 100% Performance and a 100% Payment Bond written by a Surety Company acceptable to the City. Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond. **The attached Performance and Payment Bond Forms shall be used.**
- b) The cost of the Payment and Performance Bonds shall be borne by the Successful Respondent. The bonds shall be accompanied by duly authenticated or certified documents, in duplicate, evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the bonds. The date of the certification cannot be earlier than the Agreement.

3. DEFAULT:

As a result of bids received under this Invitation, the award of the contract may be based, in whole or in part, on delivery and specification factors. Accordingly, should the Contractor not meet the delivery deadline(s) set forth in the specifications or should the Contractor fail to perform any of the other provisions of the specifications and/or other contract documents, the City may declare the Contractor in default and terminate the whole or any part of the contract. Upon declaring the Contractor in default and the contract in whole or in part, the City may procure and/or cause to be delivered the equipment, supplies, or materials specified, or any substitutions thereof and the Contractor shall be liable to the City for any excess costs resulting therefrom. In the event the Contractor has been declared in default of a portion of the contract, the Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this paragraph. Where the Contractor fails to comply with any of the specifications, except for delivery deadline(s), the City may, in its discretion, provide the Contractor with written notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specified period of time. Such notification shall not constitute a waiver of any of the City's rights and remedies hereunder.

4. PATENT INDEMNITY:

Except as otherwise provided, the successful Bidder agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder, to the extent caused

by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and persons employed or utilized by the Respondent in the performance of the construction contract.

Further, the Respondent shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials.

5. PRICING:

Pricing should be provided as indicated on the Scope of Work/Bid Sheet attached, to include any alternate bids. Please note that alternate bids will not be accepted unless specifically called for on the Scope of Work/Bid Sheet. In case of a discrepancy between the unit price and extended price, the unit price will be presumed to be correct. Cost of preparation of a response to this bid is solely that of the bidder and the City assumes no responsibility for such costs incurred by the bidder.

The Bid form should not be completed in pencil. All entries on the Bid form shall be legible. The City reserves the right, but does not assume the obligation, to ask a Bidder to clarify an illegible entry on the Bid form. If the Bid form requires that the Bid price, or constituent portions of the Bid price, be stated in unit prices and total price; the unit prices and the total price for the stated number of units identified on the Bid form should be provided by the Bidder and be correctly computed. If there is an arithmetical conflict, between the unit price stated by the Bidder on the Bid form and the total price stated by the Bidder on the Bid form, the unit price stated by the Bidder on the Bid form shall take precedence. The City may unilaterally correct such arithmetical conflict on the Bid form to calculate the total price, utilizing the unit prices that have been identified by the Bidder. The taking of such action by the City shall not constitute grounds for the Bidder to withdraw its bid nor shall it provide a defense constituting discharge of the bid bond. The City reserves the right, but does not assume the obligation, to waive any mistake, omission, error or other irregularity that may appear on the Bid form. However, the City reserves the right to reject as non-responsive Bid forms that are incomplete or contain information that is not required.

- a) The Bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and unused (unless specifically so stated) and that the quality has not deteriorated so as to impair its usefulness.
- b) The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restriction competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- c) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor;
- d) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Every contract, combination or conspiracy in restraint of trade or commerce in this State is unlawful (s. 542.18, Florida Statutes, and all applicable federal regulations);
- e) Bidder warrants the prices set forth herein do not exceed the prices charged by the Bidder under a contract with the State of Florida Purchasing Division; and

- f) Bidder agrees that supplies/services furnished under this quotation, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

6. DISCOUNTS:

- a) Trade and time payment discounts will be considered in arriving at new prices and in making awards, except that discounts for payments within less than 30 days will not be considered in evaluation of bids. However, offered discounts will be taken for less than 30 days if payment is made within discount period.
- b) In connections with any discount offered, time will be computed from date of delivery and acceptance at destination, or from the date correct invoice is received in the office of Finance, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of City Check.

7. SAMPLES:

Samples of items, when required, must be furnished free of expense to the City and, if not called for within fifteen days from date of bid opening, same will be disposed of in the best interest of the City.

8. AWARD CRITERIA:

The contract will be recommended to be awarded to the overall lowest most responsive and responsible Bidder according to the following criteria:

- Compliance with scope of work, specifications, terms, and conditions, including project schedule
- Bid price
- Warranty offered
- Experience with similar work
- Successful reference check

9. LITERATURE:

If required by the scope of work, or the specifications, descriptive literature/brochures shall be included with this bid in order to properly evaluate make/model offered. Bids submitted without same may be considered non-responsive and disqualified.

10. BID PROTESTS:

All Bid Protests shall be submitted to the Procurement Analyst in the following manner:

1. A Bidder **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
2. A bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design

documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.

3. The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.

4. The bid protest **shall** be filed with the Procurement Analyst at ostokych@ocoee.org with a copy to the Procurement Manager at jtolbert@ocoee.org not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.

5. The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

11. PAYMENT TERMS:

Payment will be based upon monthly applications for payment properly submitted by the Contractor to the Owner and based upon the percentage of work complete. Retainage shall be five (5) percent of work to date based on the progress payment, including all change orders. All retainage amounts shall be paid when the work is complete, unless otherwise stated in the contract. Payment for all applications for payment for work properly completed shall be made, 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.

No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services, have been received and accepted by the City in the quality and quantity ordered.

Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.

The City of Ocoee, Florida has the following tax exemption certificates assigned:

- Florida Sales & Use Tax Exemption Certificate No. 85-8013779974C-0; and
- Pursuant to Chapter 212, Florida Statutes, the City is exempt from federal excise, state, and local sales taxes.

12. CONTRACT:

a) The successful Bidder, hereinafter referred to as “Contractor,” will be required to enter into a contract with the City. The contract shall be a written agreement similar to the ASCE standard construction contract or City-issued purchase order. Construction time will be ninety (90) days from the Notice to Proceed for substantial completion and one hundred fifty (150) days from the Notice to Proceed for final completion.

b) The City may in its sole discretion award any additional work, whether in the existing area, or in any additional area, to any third party, or such work may be performed by the City’s employees.

Contractor will be expected to cooperate with any or all other Contractors who may be performing work for the City.

- c) **Warranty Period:** The Contractor is to provide a minimum one-year warranty beginning on the date of substantial completion, as recorded on a certificate of substantial completion issued by the City to the Contractor. The City will perform periodic inspections of the work and note any items that require correction. Unless posing a danger to the public, potentially leading to further damage to the affected improvement if not corrected, the City will normally wait to compile a list of all required corrective actions and transmit it to the Contractor near the end of the warranty period.

The period allowed for correction of all noted warranty repair issues is generally 30 days, but may be extended in consideration of the need to fabricate or receive necessary materials, arrange for the work to be performed by a subcontractor, and other reasonable causes. The notice of required corrective action will include the period allowed for correction. The City may levy liquidated damages in the amount of \$250 for each day beyond the final completion date shown on the notice. Any corrective work provided may be subject to a warranty extension determined by the City, but in no case longer than one year in duration from the date of correction.

13. SAFETY/OSHA REQUIREMENTS:

The Bidder guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

- a) All contractors are required to comply with the Congressional Federal Register (CFR) of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910, General Industry Standards, that are applicable in construction work.
- b) The prime contractor is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
- c) Assure that a certified first aid person is designated, phone numbers of physicians, hospital and ambulance services are posted (copy to Personnel Director, City of Ocoee) and that a first aid kit is available.
- d) All individuals are required to wear hard hats on all construction sites.
- e) Provide personal protective equipment that may be required for jobs in progress (e.g.: hard hats, safety glasses, respirators, ear protection, long pants and shirts, etc.).
- f) Observe the speed limit on City property.
- g) Construction areas cleaned **daily**; excavations must be barricaded or flagged until backfilled. In some cases, bracing, shoring and sloping may be required.
- h) Scaffolds shall have guard rails on all open sides and secured to prevent displacement.
- i) Powder actuated stud guns or low velocity and/or similar powder actuated tools require eye and ear protection as well as to ensure that all unauthorized personnel are well clear.
- j) Welding and cutting - a fire watch and appropriate fire extinguisher shall be provided and combustible materials cleaned up.

- k) All heavy equipment must have, where applicable, (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (3) fire extinguisher, (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.
- l) Construction material shall not be stored so as to block exits.
- m) Ground fault circuit interrupters are required on all electrical circuits not part of the permanent wiring of the building.
- n) Personal fall protection must be provided at elevations exceeding ten (10) feet.
- o) Per City Ordinance, any Contractor using construction dumpsters within the City of Ocoee must obtain these services through Superior Waste Services of Florida, Inc.

14. DRUG-FREE WORKPLACE:

By submitting a bid, Bidder certifies Bidder's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program.

15. CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that the Bidder does not and will not maintain or provide for the Bidder's employees any segregated facilities at any of the Bidder's establishments and that the Bidder does not permit the Bidder's employees to perform their services at any location, under the Bidder's control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking facilities provided for employees which are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed contractors for specific time periods) the Bidder will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that the Bidder will retain such certifications in the Bidder's files.

The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.

16. CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:

The Bidder declares by submission of a bid package that the only persons, or parties interested in their bid are those named herein, that this bid is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

The Bidder certifies that no City Commissioner, other City Official or City employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit does not

include ownership or benefit by a spouse or minor child.)

The Bidder certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, the Bidder agrees to immediately notify the City in writing. **Bidder must submit the attached Conflict of Interest Disclosure Form.**

The Bidder further declares that a careful examination of the scope of services, instructions, and terms and conditions of this bid has occurred, and that the bid is made according to the provisions of the bid documents, and will meet or exceed the scope of services, requirements, and standards contained in the Bid documents.

Bidder agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Bidder offers and agrees that if this negotiation is accepted, the Bidder will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder. The bid constitutes a firm and binding offer by the Bidder to perform the services as stated.

17. PUBLIC ENTITY CRIME STATEMENT:

All invitations to bid as defined by Section 287.012(16), Florida Statutes, requests for proposals as defined by Section 287.012(23), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

All Bidders who submit a Bid or Request for Proposal to the City of Ocoee are guaranteeing that they have read the previous statement and by signing the bid documents are qualified to submit a bid under Section 287.133 (2)(a), Florida Statutes.

18. SCRUTINIZED COMPANIES:

Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that the Bidder is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, Bidder shall, on a

separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Bidder agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if Bidder is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

19. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

20. PERMITS/LICENSES/FEES:

- a) Any permits, licenses or fees required will be the responsibility of the contractor; no separate payments will be made. Permit fees are waived for any City of Ocoee permits required.
- b) The City requires a City of Ocoee registration if permitting is required. Please contact the City's Building Department at (407)905-3100 extension 1000, directly for information concerning this requirement.
- c) Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the contractor.

21. E-VERIFY REGISTRATION AND USE.

By entering into the Contract, the awarded Contractor is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

- A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

B. Subcontractors

- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- (iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.

C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.
Completed the attached Contractor E-Verify Affidavit and submit with qualification package.

22. INSURANCE REQUIREMENTS:

The Contractor shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by 440.57, Florida Statutes.

- a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.
- b) Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected.
 - Include Waiver of Subrogation in favor of the City of Ocoee
- c) Contractor's Public Liability and Property Damage Insurance: The Contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Contractor and the City from claims for damage for personal injury,

including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amounts of such insurance shall be the minimum limits as follows:

- 1) Automobile Bodily Injury Liability & Property Damage Liability
 - \$1,000,000 Combined single limit per occurrence (each person, each accident)
 - All covered automobile will be covered via symbol 1
 - Liability coverage will include hired & non-owned automobile liability
 - Include Waiver of Subrogation in favor of The City of Ocoee
- 2) Comprehensive General Liability (Occurrence Form) - this policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Contractor is primary and non-contributory.
 - \$2,000,000 GENERAL AGGREGATE
 - \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
 - \$1,000,000 PER OCCURRENCE
 - \$1,000,000 PERSONAL & ADVERTISING INJURY
 - Include Waiver of Subrogation in favor of the City of Ocoee
- 3) Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.
- 4) Owner's Protective Liability Insurance: **n/a for this project.**
- 5) Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
 - \$1,000,000 PER OCCURRENCE
 - \$2,000,000 AGGREGATE
- 6) Commercial Umbrella:
 - \$1,000,000 PER OCCURRENCE
 - \$2,000,000 Aggregate
 - Including Employer's Liability and Contractual Liability
- 7) Builders Risk: **n/a for this project**
- 8) Certificates of Insurance: Certificate of Insurance Form (see sample attached), naming the City of Ocoee as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:
 - The name of the Insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date.
 - Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JC FRAZE-1	DATE (MM/DD/YYYY) 11/04/04																		
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																			
INSURED Contractor's Name Address		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>AM Best Rating A- or Better</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE		NAIC #	INSURER A:	AM Best Rating A- or Better		INSURER B:			INSURER C:			INSURER D:			INSURER E:		
INSURERS AFFORDING COVERAGE		NAIC #																			
INSURER A:	AM Best Rating A- or Better																				
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
COVERAGES																					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																					
INSURED LTR (NSRD)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)																		
☒	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC																				
			LIMITS																		
			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000																		
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS																				
	GARAGE LIABILITY ☐ ANY AUTO																				
	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$																				
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below																				
	OTHER Builders Risk																				
			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$ X WC STATUTORY LIMITS DTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 Any 1 Loc 100,000 Any 1 Occ 1,000,000																		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.																					
CERTIFICATE HOLDER		CANCELLATION																			
OCOZE01 City of Ocoee 150 N. Lakeshore Drive Ocoee FL 34761-2258		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE																			

ACORD 25 (2001/08)

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SAMPLE

23. LIST OF SUBCONTRACTORS:

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY
NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

(Attach additional sheets if necessary)

The Bidder certifies that the Bidder has investigated each subcontractor/temporary worker agency listed and has received and has in the Bidder’s files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee’s approval before any work shall commence by the additional subcontractor on this project.**

24. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

(remainder of page left blank intentionally)

**EXHIBIT A
CITY OF OCOEE
ITB #24-007**

**JOB ORDER FOR THORNEBROOKE DRAINAGE DITCH IMPROVEMENTS
ONLY TO THE PREQUALIFIED CONTRACTORS FOR RFQ #22-005 CONTINUING CONTRACT
TO BID SMALL CONSTRUCTION PROJECTS UNDER \$500,000, INCLUDING FEDERAL GRANT
FUNDED PROJECTS**

SCOPE OF WORK

Introduction:

The Thornebrooke Drainage Ditch is located in Ocoee, FL on the north side of Thornebrooke Drive. The project location is shown on Figure 1. Thornebrooke Drive is a City street system, but Orange County has a 15-FT wide drainage right-of-way over the ditch from 7th Street to the wetland per Deed Book 411, Page 406. Per the Orange County Property Appraiser (OCPA), the properties that the contain the ditch are owned by Orange County Board of County Commissioners located within Section 32, Township 22S, Range 28E. The tax folio numbers are:

Description	Tax Folio Number
Parcel A	32-22-28-0000-00-067
Parcel B	32-22-28-0000-00-070

Table 1: Parcels identified on Orange County Property Appraiser that contain the ditch. Parcel A is directly east of Parcel B.



Figure 1: Parcels containing the ditch; Parcel A is east of Parcel B and together they contain the entirety of the ditch.

The ditch is subject to and susceptible to bank erosion in which the County and the City have determined that this issue can be alleviated with the installation of an exfiltration trench in the ditch. The City and the County have entered into an interlocal agreement to facilitate the completion of the project and establish future maintenance.



Figure 2: Thornebrooke Drainage Ditch on the north side of Thornebrooke Dr between Maguire Rd and 7th Ave.

Scope of work:

The proposed retrofit project includes the installation of an exfiltration ditch, where the existing open ditch is located, to provide treatment where none exists and convey stormwater. The exfiltration ditch will be 5-FT wide, 4.5-FT deep, and 1260-LF. One (1) 36-IN diameter ADS N-12 perforated pipe will run the length of the trench at a 0.2% grade. Backfill material will be crushed stone or FDOT Type 57 stone, clean of silts and meeting the requirements of Class II material as defined in ASTM D2321. Bedding and backfill for surface drainage inlets shall be placed and compacted uniformly in accordance with ASTM D2321. Mirafi 180N filter fabric shall envelope the trench with a 2-IN overlap.

An FDOT Type 'J' ditch bottom inlet is to be installed at the east end of the ditch with four additional 36-IN ADS drain basins with 24-IN grates installed at 300-LF increments along the reach of the exfiltration ditch as additional access points. A grass swale will be maintained above the exfiltration ditch for surface water conveyance of precipitation that falls on the parcels.

At each ADS drain there is a 13-FT stub out of an 8-IN ADS N-12 pipe with cap. These stub out are not collecting water now but are being made available for future connection to be made by the Meadow Ridge Subdivision to the north if the subdivision decides to install an underdrain for parcels 93-108. It will be up to the subdivision to identify their need and ensure connection does not exceed the conveyance capacity of the planned exfiltration ditch and enter at a rate no greater than 2.7-CFS per pipe.

An FDOT flat endwall and 8-LF of 36-IN RCP will terminate the ditch to an open sump condition with an earthen weir at 124.5-FT elevation to prevent backflow from the wetland during storm events equal to or less than a 25-year, 24-hour storm event.

END OF SECTION

EXHIBIT B BID FORM

Fillable Bid Form provided electronically on Bonfire
The City is not responsible for the incorrect formulas or calculations on the provided Excel Bid Form

ITB #24-007 Bid Form (Page 1 of 1)					
Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
	DRAINAGE ITEM				
1.01	MOBILIZATION/EXECUTION OF GENERAL REQUIREMENTS (10% OF BASE BID)	1	LS		
1.02	PREVENTION, CONTROL ABATEMENT OF EROSION AND WATER POLLUTION	1	LS		
1.03	CLEARING AND GRUBBING DITCH AREA	1	LS		
1.04	EXCAVATION, EARTHWORK AND GRADING	1	LS		
1.05	FURNISH AND INSTALL TYPE 'J'- ALT. A PRECAST STRUCUTRE WITH RING AND COVER	1	EA		
1.06	FURNISH AND INSTALL 36" RCP WITH CONCRETE HADWALL (FDOT INDEX 430-030)	8	LF		
1.07	FURNISH AND INSTALL ADS 36" DRAINAGE BASIN 24" STANDARD COVER	4	EA		
1.08	FURNISH AND INSTALL #57 STONE FOR TRENCH SYSTEM	845	TON		
1.09	FURNISH AND INSTALL FILTER FABRIC FOR TRENCH SYSTEM	47,000	SF		
1.10	FURNISH AND INSTALL ADS N12 AASHTO 36" PERFORATED PIPE FOR TRENCH SYSTEM	1,260	LF		
1.11	FURNISH AND INSTALL 24' RCP PIPE	20	LF		
1.12	FURNISH AND INSTALL 18" RCP WITH CONCRETE COLLAR	8	LF		
1.13	FURNISH AND INSTALL PVC PIPE SCH 80 (8" PIPE) WITH CONCRETE COLLAR (FDOT INDEX 430-001)	10	LF		
1.14	FURNISH AND INSTALL ADS N12 8" HDPE CORRUGATED DUAL WALL PIPE	40	LF		
1.15	FURNISH AND INSTAL BAHIA SOD	3,800	SY		
1.16	RIPRAP RUBBLE	1.5	TON		
Total Base Bid Cost:					
Written Total Base Bid Cost:					

LEGEND: AC = Acre; AS = Assembly; CY = Cubic Yard; GM = Gross Mile; EA = Each; LF = Linear Foot; LS = Lump Sum; SY = Square Yard; TN = U.S. Ton

COMPANY NAME: _____
BID PREPARED BY (PRINT): _____
SIGNATURE: _____

EXHIBIT C
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____, (hereinafter referred to as "Principal"), and _____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of _____, (hereinafter referred to as "Surety"), and held and firmly bound unto the City of Ocoee, Florida, as Obligee, (hereinafter referred to as "Obligee"), in the Penal Sum of _____, for the payment of which sum well and truly made, Principal and Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a contract, (hereinafter referred to as the "Contract") with Obligee for the construction of **ITB #24-007 Job Order for Thornebrooke Drainage Ditch Improvements only to the Prequalified Contractors for RFQ #22-005 Continuing Contract to Bid Small Construction Projects under \$500,000, including Federal Grant Funded Projects** (hereinafter referred to as the "Project") in accordance with the plans and specifications prepared by City of Ocoee, dated February 2024; and

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT IF Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Contract including, but not limited to, the making of payments to persons or entities providing labor, materials or services to Principal under the Contract, as well as, fulfilling all warranty obligations required after the Certificate of Completion is issued, within the time provided therein, and any extensions thereof that may be granted by the Obligee, and also during the life of any warranty or guaranty required under said Contract, and shall also well and truly perform all undertakings, covenants, terms, conditions, and agreements of any and all duly authorized and modifications of said Contract that may hereafter be made, and shall pay, compensate, indemnify and save harmless the said Obligee of and from any and all loss, damage and expense, or from any breach or default by Principal under the Contract, including, but not limited to, liquidated damages, damages caused by delays in performance of the Principal, expenses, cost and attorneys' fees, including appellate proceedings, that Obligee sustains resulting directly or indirectly from failure of the Principal to perform the Work identified by the Contract, then this obligations shall be null and void; otherwise, it shall remain in full force and effect and Surety shall be liable to Obligee under this Performance Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Obligee's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the contract or contract entered into by Obligee and Principal without the Surety's knowledge or consent; (ii) waivers of compliance with or any default under the Contract granted by Obligee to Principal or by Principal to Obligee without the Surety's knowledge or consent; (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings; or (iv) any other action taken by Obligee or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Obligees harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

Any changes in or under the Contract or the Contract and compliance or noncompliance with any formalities connected with the Contract or the Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or modifications to the Contract.

The said Principal and the said surety agree that this bond shall inure to the benefit of all persons supplying labor and material in the prosecution of the work provided for in the said subcontract, as well as to the Obligees, and that such persons may maintain independent actions upon this bond in their own names.

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

Signed, sealed and delivered
in the presence of:

Principal

By: _____ (SEAL)

(Official Title)

Surety

By: _____ (SEAL)

(Official Title)

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

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

END OF SECTION

Statutory Payment Bond
Pursuant to Florida Statutes, 255.05, et seq.

KNOW ALL MEN BY THESE PRESENTS, THAT _____
(hereinafter called the "Principal"), as Principal, and _____, a
corporation organized and existing under the laws of the State of _____, hereinafter
called the "Surety"), as Surety, are held and firmly bound unto the City of Ocoee, Florida,
(hereinafter called the "Obligee"), by bond number _____ in the sum of _____
_____ Dollars and _____ Cents (\$_____), for
the payment of which sum well and truly to be made, the said Principal and Surety bind themselves,
and their respective heirs, administrators, executors, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has entered into a written Contract with the Obligee dated _____
_____, 20__ to perform, as Contractor, in accordance with the Contract and Contract
Documents, which Contract and Contract Documents are hereby incorporated herein by reference
for **ITB #24-007 Job Order for Thornebrooke Drainage Ditch Improvements only to the
Prequalified Contractors for RFQ #22-005 Continuing Contract to Bid Small Construction
Projects under \$500,000, including Federal Grant Funded Projects.**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
Principal promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida
Statutes, that provide or furnish the Principal with labor, materials, or supplies, used directly or
indirectly by Principal in the prosecution of the work provided for in the contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Principal and the Surety agree that this Bond shall inure to the benefit of all claimants,
as defined in Section 255.05 (1), Florida Statutes, that provide or furnish the Principal with labor,
materials, or supplies, used directly or indirectly by Principal in the prosecution of the work
provided for in said Contract, and that any such claimant may maintain an independent action upon
this Bond in its own name.

The provisions of Florida Statutes, Section 255.05, et seq. are hereby incorporated herein
by reference and made a part of this payment bond including, but not limited to, the notice and
time limitation provisions in subsection (2). Any action instituted by a claimant under this bond
for payment must be in accordance with the notice and time limitation provisions in Section 255.05
(2), Florida Statutes.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument
under their several seals this _____ day of _____, 20__, the name and
corporate seal of each corporate party being hereto affixed and these presents duly signed by its
undersigned representative, pursuant to authority of its governing body.

_____(Seal)
(Principal)

By _____
(Name & Title)

(Signature)

Witness or Secretary's Attestation

_____(Seal)
(Surety)

By _____
(Name & Title*)

(Signature)

Witness or Secretary's Attestation

*Attach Power-Of-Attorney

END OF SECTION



EXHIBIT D - ITB #24-007 BID CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Bidder's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this Bid. (Indirect ownership or benefit applies to any members of his or her immediate family.) Bidder certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Bidder agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Staff, and other key City employees and consultants involved in the award and administration of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Bid.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT E - BID # 24-007 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE BID INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR BID. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL BID INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/BID FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE PERSON SIGNING THIS BID SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY INTO A LEGAL CONTRACT.

COMPANY NAME

TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT
FROM PURCHASE ORDER ADDRESS,
PLEASE INDICATE BELOW:

NAME/TITLE (PLEASE PRINT)

STREET ADDRESS

CITY STATE ZIP

FEDERAL ID #

____ Individual ____ Corporation ____ Partnership ____ Other (Specify) _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this
_____ day of _____, 20_____.

Personally Known _____ or

Produced Identification _____

(Type of Identification)

Notary Public - State of _____
County of _____

Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public

**EXHIBIT F
CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] **proof of registration in the E-Verify system is attached to this Affidavit.**

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____(date) by _____(name of officer or agent, title of officer or agent) of _____(name of contractor company acknowledging), a _____(state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____(type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT G

Engineering Standards Manual: <https://www.ocoe.org/212/Engineering-Standards>

EXHIBIT H

COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act are included in the various items of the bid and in the Lump Sum Total Bid Price shown on the Bid Form. For informational purposes only, the bidder is required to further identify these costs in the summary below.

Trench Safety Measure (Description)		Unit of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A				\$	\$
B				\$	\$
C				\$	\$
D				\$	\$
				TOTAL	\$

BIDDER: _____

SIGNED: _____

BY: _____
(Print or type name)

TITLE: _____

DATE: _____

THIS IS NOT A PAY ITEM: The purpose of this form is to gather information on the costs associated with trench safety measures and to ensure that the Bidder has considered these costs and included them in the Lump Sum Total Bid price. Contractor will not receive additional payment if actual quantities differ from those estimated or if the Contractor uses a safety measure different than those listed.

(Failure to Complete This Form May Result in the Bid Being Declared Non-Responsive.)

END OF SECTION

EXHIBIT I
PROPOSED CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2024 by and between the **City of Ocoee**, a Florida municipal corporation, hereinafter called Owner, and _____, a Florida corporation, hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

CITY OF OCOEE
ITB #24-007 JOB ORDER FOR THORNEBROOKE DRAINAGE DITCH
IMPROVEMENTS ONLY TO THE PREQUALIFIED CONTRACTORS FOR RFQ #22-
005 CONTINUING CONTRACT TO BID SMALL CONSTRUCTION PROJECTS
UNDER \$500,000, INCLUDING FEDERAL GRANT FUNDED PROJECTS
TYPE OF WORK CATEGORY "STORMWATER"

General Scope of Work

In conformance with the plans and specifications for this project: furnishing, delivering, and installing of all materials, equipment, incidentals, and services, including all labor and supervision for the work which is generally described as the following:

- The Thornebrooke Drainage Ditch is located in Ocoee, FL on the north side of Thornebrooke Drive. Thornebrooke Drive is a City street system, but Orange County has a 15-FT wide drainage right-of-way over the ditch from 7th Street to the wetland per Deed Book 411, Page 406. Per the Orange County Property Appraiser (OCPA), the properties that contain the ditch are owned by Orange County Board of County Commissioners located within Section 32, Township 22S, Range 28E. The ditch is subject to and susceptible to bank erosion in which the County and the City have determined that this issue can be alleviated with the installation of an exfiltration trench in the ditch. The City and the County have entered into an interlocal agreement to facilitate the completion of the project and establish future maintenance.
- The proposed retrofit project includes the installation of an exfiltration ditch, where the existing open ditch is located, to provide treatment where none exists and convey stormwater.

ARTICLE 2. ARCHITECT AND ENGINEER

The Project has been designed by the City of Ocoee; the City's Engineer or his designee is to act as Owner's representative, assume all duties and responsibilities of the project engineer, and have

the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work.

ARTICLE 3. CONTRACT TIME

- 3.1 The work shall be Substantially complete within **ninety (90) calendar days**. The Entire work shall be complete and ready for its intended use, including final dressing and cleanup, within **one hundred fifty (150) calendar days**. All time periods begin from the effective date of the Notice to Proceed.

In accordance with Florida Statutes Section §218.735, within 30 calendar days, or 45 days if over \$10 million construction cost, of reaching substantial completion of the construction services, the Owner and Contractor shall work together to develop the single list of items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable the construction services purchased by the Owner. See also General Conditions Section 710, and Section 5 of the Contract, Payment Procedures.

- 3.2 Placing of permanent pavement markings on all final asphaltic concrete surfaces, if applicable, shall not be accomplished before thirty (30) calendar days have elapsed after placement of the final surfaces. The charging of Contract Time will be suspended during the thirty (30) calendar-day period provided the work is considered to be Substantially Complete, as provided in paragraph 3.1 above. The charging of Contract Time will resume on the 31st day.
- 3.3 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).
- 3.4 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.
- 3.5 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 water customer

facilities to remove construction debris, repair and replacement of damaged reclaimed water customer equipment, and emergency repairs to the water or reclaimed distribution system during the one-year warranty period.

- 3.6 Suspension of Work and Termination as stated in Article 15 of the General Conditions.

ARTICLE 4. CONTRACT PRICE

- 4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the Bid Form, DOLLARS AND CENTS which is incorporated herein and made a part hereof by this reference.
- 4.2 The Contractor agrees that the Contract Price is a stipulated sum except with regard to those items in the bid which are subject to unit prices and agrees to perform all of the work as described in the Contract Documents, subject to additions and deductions by Change Order, and comply with the terms therein for the Bid stated in the attached Bid Form.

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit applications for payment in accordance with Article 14 of the General Conditions. Applications for payment will be processed by Engineer, as provided in the General Conditions.

- 5.1 Progress Payments. In accordance with Section §218.735 Florida Statutes, 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 Engineer, 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. All such progress payments will be on the basis of the progress of the work measured by the Schedule of Values established in paragraph 2.07 of the General Conditions (Initial Acceptance of Schedules) (and in the case of Unit Price, work based on the number of units completed) and included in Contractor's qualifications submittals.
- 5.1.1 Progress payments will be made in an amount equal to the percentage indicated in Paragraph 5.1.2, below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold.
- 5.1.2 Progress payments shall be equal to ninety-five percent (95%) of the value of work completed to date and Ongoing Stored Material Allowance, to include materials and equipment not incorporated into the work but delivered and suitably stored and accompanied by documentation satisfactory to Owner, with the remaining five percent 5% of the work being retainage.
- 5.1.3 Retainage shall be five percent (5%) of work to date based on the progress payment, including all change orders.

- 5.2 Final Payment - Within 20 business days after the single list of items is created per Section 3.1, upon receipt of a proper invoice or Application for Payment, the Owner shall pay the contractor the remaining contract balance that includes all retainage previously withheld by the Owner less an amount equal to 150 percent of the estimated cost to complete the items on the list, less any liquidated damages. Upon completion of all items on the list, the contractor may submit a payment request for the amount withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the local governmental entity may continue to withhold up to 150 percent of the total costs to complete such items. If the Owner has provided written notice to the contractor specifying the failure of the contractor to meet contract requirements in the development of the list of items to be completed, the Owner must pay the contractor the remaining balance of the contract, less any items in dispute, less an amount equal to 150 percent of the estimated cost to complete the items that the local governmental entity intended to include on the list.

ARTICLE 6. INTEREST

All monies not paid when due shall bear interest at the rate set in accordance with Chapter 218, part VII the Local Government Payment Act.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda and the General Conditions of the contract listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."
- 7.2 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.
- 7.3 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.
- 7.4 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).
- 7.5 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.

- 7.6 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work as indicated in the Contract Documents.
- 7.7 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.8 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.
- 7.9 Percentage of work with Contractor's Own Forces: Not used.
- 7.10 Suspension of Work and Termination as stated in Article 15 of the General Conditions.

ARTICLE 8. 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:

- 8.1 This Scope of work Agreement.
- 8.2 Exhibits to this Scope of work Agreement (if any).
- 8.3 Performance Bond, Payment Bond and Certificates of Insurance.
- 8.4 Notice of Award and Notice to Proceed.
- 8.5 Standard General Conditions of the Construction contract, Section 710.
- 8.6 Bid Documents bearing the general title "**ITB #24-007 Job Order for Thornebrooke Drainage Ditch Improvements only to the Prequalified Contractors for RFQ #22-005 Continuing Contract to Bid Small Construction Projects under \$500,000, including Federal Grant Funded Projects, Type of Work Category "Stormwater"**", dated March, 2024.
- 8.7 Drawings consisting of a cover sheet and the sheets bearing the following general title:

City of Ocoee, FL
Construction Plans for Thornebrooke Drainage Ditch Improvements Project, PDF Sheets

1. Plan Sheets 1 – 10

- 8.8 Addenda numbers ___ to ___, inclusive.
- 8.9 Contractor's Original Bid.
- 8.10 Documentation submitted by Contractor prior to Notice of Award.

There are no other Contract Documents than those listed above in this Article 8.

ARTICLE 9. MISCELLANEOUS

- 9.1 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.
- 9.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.3 Chapter 558, Florida Statutes: The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement.
- 9.4 Waiver of Jury Trial; Legal Costs. It is mutually agreed by and between the Contractor and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. The parties further agree that the sole and exclusive venue for any action to enforce this agreement shall be in The Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.
- 9.5 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.

- 9.6 **SCRUTINIZED COMPANIES:** The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- 9.7 To the degree records are not exempt or confidential under Florida's Public Records law, Contractor agrees to comply with Chapter 119, Florida Statutes, and particularly Section 119.0701, Florida Statutes, relating to a contractor's obligation with regard to public records.

9.8 **PUBLIC RECORDS COMPLIANCE**

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

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of

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

5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105 CCDL@ocoe.org, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

9.9 E-Verify:

By entering into the Contract, the awarded Contractor is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

- A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

- (iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on his behalf.

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

WITNESSES:

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

OWNER: CITY OF OCOEE, FLORIDA

ATTEST:

APPROVED:

BY: _____
Melanie Sibbitt, City Clerk

BY: _____
Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY
this ____ day of _____, 2024

REVIEWED:
CITY OF OCOEE, FLORIDA

BY: _____
Robert Frank, City Manager

FISHBACK DOMINICK

BY: _____
Richard S. Geller, City Attorney

END OF SECTION

EXHIBIT J

Construction Plans for Thornebrooke Drainage Ditch Improvements Project, PDF Sheets

1. Plan Sheets 1 – 10

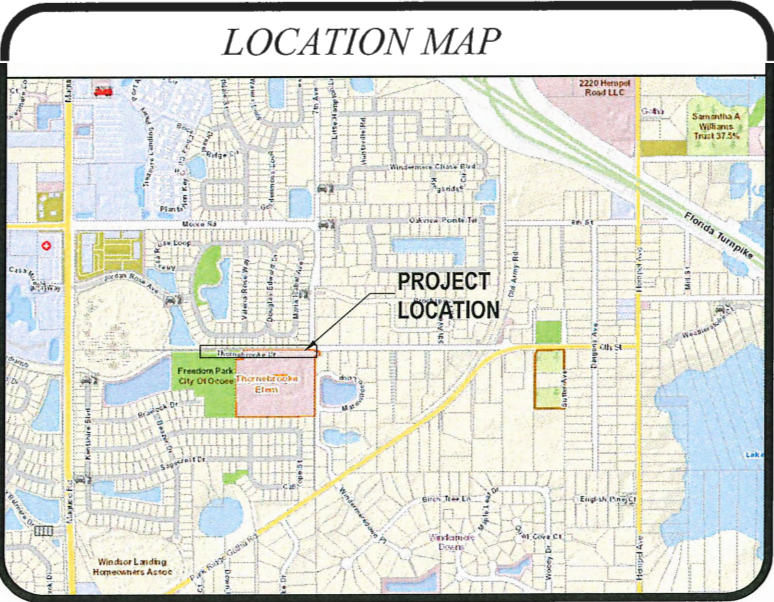
CONSTRUCTION PLANS
FOR
THORNEBROOKE DRAINAGE DITCH
IMPROVEMENTS PROJECT
CITY OF OCOEE

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	SUMMARY OF PAY ITEMS/NOTES
3	GENERAL CONSTRUCTION NOTES
4-5	PLAN AND PROFILE
6-9	TYPICAL SECTIONS AND DETAILS
10	NYLOPLAST DRAIN BASIN DETAILS

GENERAL CONSTRUCTION NOTES:

1. PRIOR TO CONSTRUCTION, CONTRACTOR RESPONSIBLE TO VERIFY DEPTH OF EXISTING STORM STRUCTURES AND EXISTING CONDITIONS.
2. PRIOR TO CONSTRUCTION, CONTRACTOR RESPONSIBLE FOR INSTALLING EROSION CONTROL MEASURES, INCLUDING INLET PROTECTION AND SILT FENCE.
3. CONTRACTOR RESPONSIBLE TO PROVIDE TEMPORARY TRAFFIC CONTROL PLAN PRIOR TO CONSTRUCTION, IF REQUIRED.
4. CONTRACTOR RESPONSIBLE TO REMOVE AND HAUL OFF ALL DEMOLITION ITEMS.
5. CONTRACTOR RESPONSIBLE FOR DEWATERING ACTIVITIES. CONTRACTOR SHALL USE A SILENCE PUMP FOR DEWATERING OPERATION.
6. CITY OF OCOEE WILL PROVIDE COMPACTION TESTING, IF NECESSARY.
7. ANY DAMAGES TO PRIVATE FENCING AND ITEMS WITHIN CONSTRUCTION LIMITS WILL BE REPAIRED AT CONTRACTORS EXPENSE.
8. CITY OF OCOEE CAN PROVIDE FILL MATERIAL, IF REQUIRED.



RUSTY JOHNSON
MAYOR

SCOTT R. KENNEDY
COMMISSIONER - DISTRICT 1

ROSEMARY WILSEN
COMMISSIONER - DISTRICT 2

RICHARD FIRSTNER
COMMISSIONER - DISTRICT 3

Ages Hart
COMMISSIONER - DISTRICT 4

ROBERT FRANK
CITY MANAGER

STEPHEN KRUG
PUBLIC WORKS DIRECTOR

MILEN D. WOMACK, P.E.
CITY ENGINEER

APPROVED FOR CONSTRUCTION

CONTACT INFORMATION:

SUNSHINE STATE ONE-CALL OF FLORIDA

DUKE ENERGY

AT&T

BRIGHT HOUSE NETWORKS

CENTURYLINK

OCOEE PUBLIC WORKS

OCOEE UTILITIES

OCOEE STREETS/STORM

LARRY BLAIR

JIM FARRELL

MARVIN USRY

MARK BULLOCK

STEVE KRUG

JAMIE CROTEAU

MILEN WOMACK

800-432-4770 (5 DAYS NOTIFICATION PRIOR TO CONSTRUCTION)

813-404-0676

407-273-5084

407-532-8511

407-814-5344

407-905-3170

407-905-3100X4001

407-905-3170X6013

NOTE:
THIS PLAN IS NOT VALID FOR CONSTRUCTION
UNLESS SIGNED AND SEALED BY THE ENGINEER
OF RECORD OR APPROVED SIGNATURES BY JURISDICTIONAL AGENCY

REV.	DESCRIPTION	BY	DATE
5	UPDATE MATERIAL QUANTITIES	HB	2/5/24



SUMMARY OF PAY ITEMS				
ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY TOTAL	
			PLANS	FINAL
DRAINAGE ITEMS				
1.01	MOBILIZATION / EXECUTION OF GENERAL REQUIREMENTS (10% OF BASE BID)	LS	1	
1.02	PREVENTION, CONTROL ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	
1.03	CLEARING AND GRUBBING DITCH AREA	LS	1	
1.04	EXCAVATION, EARTHWORK AND GRADING	LS	1	
1.05	FURNISH AND INSTALL TYPE 'J' -ALT. A PRECAST STRUCTURE WITH RING AND COVER	EA	1	
1.06	FURNISH AND INSTALL 36" RCP w/ CONCRETE HEADWALL (FDOT INDEX 430-030)	LF	8	
1.07	FURNISH AND INSTALL ADS 36" DRAINAGE BASIN 24" STANDARD COVER	EA	4	
1.08	FURNISH AND INSTALL #57 STONE FOR TRENCH SYSTEM	TON	845	
1.09	FURNISH AND INSTALL FILTER FABRIC FOR TRENCH SYSTEM	SF	47,000	
1.10	FURNISH AND INSTALL ADS N12 AASHTO 36" PERFORATED PIPE FOR TRENCH SYSTEM	LF	1,280	
1.11	FURNISH AND INSTALL 24" RCP PIPE	LF	20	
1.12	FURNISH AND INSTALL 18" RCP w/ CONCRETE COLLAR	LF	8	
1.13	FURNISH AND INSTALL PVC PIPE SCH 80 (8" PIPE) W/ CONCRETE COLLAR (FDOT INDEX 430-001)	LF	10	
1.14	FURNISH AND INSTALL ADS N12 8" HDPE CORRUGATED DUAL WALL PIPE	LF	40	
1.15	FURNISH AND INSTALL BAHIA SOD	SY	3,800	
1.16	RIPRAP RUBBLE	TON	1.5	

GENERAL PAY ITEM NOTES:

1. No separate payment will be made for dewatering. The costs for dewatering are included in the unit prices for excavation, clearing and grubbing and pipe construction.
2. No separate payment will be made for restoration activities and trenching for pipe installation.
3. No separate payment will be made for geotextile fabric or filter fabric. The costs for these items shall be included in the unit prices for pipes.
4. The Contractor's bid shall be comprehensive and include all labor, materials and equipment including items not found in the summary of pay items but necessary to complete the project.
5. It is the responsibility of the Contractor to coordinate with underground utilities for location and to make own determination as to the type and location as necessary to avoid damage. No separate payment will be made for Underground Utility coordination and location and/or repair damages

PAY ITEM NOTES:

MOBILIZATION/DEMOB. AND GENERAL REQUIREMENTS

The lump sum price also shall include costs for recording preconstruction conditions on videotape, preparation of an approved Construction Progress Schedule, an approved Erosion Control Planning, an approved Dewatering Planning, an approved Traffic Control Plan, and construction survey. The lump sum price constitutes full compensation for all labor and materials required to safely maintain traffic through and around the work zones for the duration of the project, including warning and regulatory signs, message boards, drums, barricades, warning lights, flaggers, and for the maintenance of existing driveways, temporary pavement, and removal and reinstallation of existing road dead end signage in conflict with construction as directed by the Engineer. No adjustments will be made to the contract price for increases in contract time. Lump Sum price shall include all items covered under General Requirements.

The lump-sum mobilization Bid Price in the Proposal should be limited to a maximum of five percent (10%) of the total Contract Price. Mobilization costs, estimated by the Contractor, that exceed five percent (10%) may be proportioned among and included within other pay item unit prices of the Contract. If the Contractor elects to exceed the five percent (10%) limit on the mobilization Bid Item, the amount exceeding this limit will be paid upon Final Acceptance of the Work.

PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

The lump sum price shall include all costs for isolating all work zones, construction phases, and stockpile areas to prevent off-site transport of sediment. Cost includes furnishing, installing, and maintaining all material, staked silt fence, barricade fences, soil tracking devices, and sedimentation barriers. Also, includes costs for removal and disposal of captured sediment, removal and disposal sediment off-site upon completion of construction (including any necessary permits and fees for disposal). The Contractor will be responsible for preparing a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the U.S. EPA's NPDES regulations for Stormwater Discharge from Construction Activities under this pay item. This SWPPP document is not required to be submitted to Florida Department of Environmental Protection (FDEP), but will be required to be retained on the project site. The Contractor will also be responsible for submitting an executed Notice of Intent (NOI) form to the FDEP, along with an application fee, no less than forty-eight (48) hours prior to beginning construction. Upon substantial completion of the project, the Contractor will be responsible for submitting a Notice of Termination (NOT) to the FDEP, signifying termination of permit coverage for stormwater discharge from the construction activities.

48 HOURS BEFORE DIGGING
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE ONE CALL
OF FLORIDA, INC.

CLEARING AND GRUBBING / RESTORATION

Lump sum price also includes removal and disposal of storm structure and piping, trees and roots and other obstructions necessary to be removed and for which other items of the contract do not specify the removal thereof. The Lump sum price shall include all costs for removal and disposal of materials with the construction of the trench system. The lump sum price shall also include all costs for restoration along the trench system and any damages to the wall and other structures.

TRENCH EXCAVATION, EARTHWORK AND GRADING

Excavation and Grading will be paid for at the contract per linear footage of trench excavation and grading within the construction limits. Payment shall constitute full compensation for trench work, grading slopes, compaction, final dressing, replacement material, and all earthwork necessary to complete the project to lines and grades shown on the plans.

DRAINAGE STRUCTURES

The unit price shall constitute full compensation for all work and materials necessary for the installation of the precast drainage structures shown on drawings. Payment includes all materials, footing preparation, rock, grates, covers, chains, locks, bolts, connecting existing pipes, and any modifications needed, per City of Ocoee engineering standards and FDOT Index No. 232.

ADS DRAIN BASINS

The unit price shall constitute full compensation for all work and materials necessary for the installation of the ADS drain basins for the trench system. Payment includes all materials, footing preparation, grates, covers, pipe connections, and modification of existing inlet, per City of Ocoee engineering standards.

TRENCH PIPE

The unit price per foot includes payment for furnishing and installing 36" perforated pipe with connections, wrapping of pipe joints with filter fabric per City of Ocoee engineering standards and FDOT Index No. 280, shoring & bracing, and modification of existing inlets and manholes.

SODDING

The unit price shall constitute full compensation for all labor, materials, and incidentals for establishing a stand of grass by sodding in accordance with Article 21 of the City of Ocoee Engineering Standards, including site preparation and furnishing and placing sod, fertilizer, water, and maintenance. Sod damaged by construction within drainage and temporary easements shall be restored with similar type prior to construction. Disturbed areas in the public ROW shall be sodded.

DESIGNED BY
No. 94559

DRAWN BY
DATE

CHECKED BY
DATE

DATE CREATED
MAY 10, 2024
FL LICENSE NO. 8489

BY DATE
REV. 1/24

DESCRIPTION
Update Material Quantities

REV. 5

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
131 MAGUIRE ROAD
OCOEE, FL 32761
PH: 407-865-5107 ext. 4004
FAX: 407-865-5176


THORNBROOKE
DRAINAGE DITCH
PROJECT
CITY OF OCOEE
ORANGE COUNTY, FL

PAY ITEMS /
GENERAL NOTES

SHEET
2
OF 10

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GENERAL CONSTRUCTION NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF OCOCEE ENGINEERING STANDARDS, WHICH INCORPORATES THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND ROADWAY DESIGN STANDARD, LATEST EDITIONS.
2. THE CONTRACTOR WILL HAVE ALL REQUIRED PERMITS IN-HAND PRIOR TO BEGINNING CONSTRUCTION AND SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE PERMITS OBTAINED BY THE CITY AND THOSE PERMITS OBTAINED BY THE CONTRACTOR.
3. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, QUANTITIES, AND DETAILS SHOWN ON THE PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, OR OTHER DATA RECEIVED FROM THE ENGINEER, AND SHALL NOTIFY THE ENGINEER OF ALL CONFLICTS OR DISCREPANCIES FOUND THEREIN. FAILURE TO DISCOVER OR CORRECT CONFLICTS OR DISCREPANCIES SHALL NOT RELIEVE THE CONTRACTOR OF FULL RESPONSIBILITIES FOR UNSATISFACTORY WORK, FAULTY CONSTRUCTION, IMPROPER OPERATION RESULTING THEREFROM, NOR FROM RECTIFYING SUCH CONDITIONS AT HIS OWN EXPENSE. CONTRACTOR SHALL NOT TAKE ADVANTAGE OF ANY CONFLICTS OR DISCREPANCIES.
4. THE CONTRACTOR SHALL COMPLY WITH THE DEPARTMENT OF LABOR, SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION PROMULGATED UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (PL91-596) AND UNDER SECTION 10 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (PL 91-54).
5. AT LEAST THREE (3) CALENDAR DAYS PRIOR TO THE PRECONSTRUCTION CONFERENCE, THE CONTRACTOR SHALL SUBMIT A TENTATIVE BASE CONSTRUCTION SCHEDULE, TRAFFIC CONTROL PLAN, AND EROSION CONTROL PLAN TO THE ENGINEER FOR APPROVAL. NO WORK WILL BEGIN PRIOR TO APPROVAL OF THE CONSTRUCTION SCHEDULE, TRAFFIC CONTROL PLAN, EROSION CONTROL PLAN, AND THE PRECONSTRUCTION SURVEY.
6. THE CONSTRUCTION PROGRESS SCHEDULE SHALL UTILIZE THE CRITICAL PATH METHOD (CPM) FORMAT TO DESCRIBE CONSTRUCTION ACTIVITIES; AND ESTABLISH START AND FINISH DATES FOR ALL SIGNIFICANT CONSTRUCTION ACTIVITIES; AND IDENTIFY ALL CONTROLLING ITEMS OF WORK. THE SCHEDULE IS TO BE APPROVED BY THE ENGINEER AND WILL BE UPDATED ON A MONTHLY BASIS TO REFLECT ACTUAL WORK PROGRESS. PAYMENT FOR PREPARING, UPDATING AND SUBMITTING THE SCHEDULE WILL BE INCLUDED IN THE PAY ITEM FOR "MOBILIZATION".
7. THE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A PERSON CERTIFIED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AS HAVING SATISFACTORILY COMPLETED AN FDOT APPROVED WORK ZONE TRAFFIC CONTROL TRAINING COURSE AND SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. THE TRAFFIC CONTROL PLAN SHALL DESCRIBE HOW TRAFFIC IS TO BE CONTROLLED DURING EACH PHASE OF CONSTRUCTION AND HOW TRAFFIC IS TO BE DETOURED DURING ROADWAY CLOSURES. DETAILS WILL BE PROVIDED FOR ACCESS TO THE WORK ZONES BY CONSTRUCTION VEHICLES AND FOR ROUTING TRUCKS DURING OPERATIONS. PAYMENT FOR PREPARING AND SUBMITTING THE TRAFFIC CONTROL PLAN WILL BE INCLUDED IN THE PAY ITEM FOR "MOBILIZATION".
8. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONTROL OF EROSION AND THE TRANSPORTATION OF ERODED MATERIALS OFFSITE. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN NO LATER THAN THREE DAYS PRIOR TO THE PRECONSTRUCTION CONFERENCE FOR REVIEW BY THE ENGINEER AND WILL ADDRESS THE INSTALLATION AND MAINTENANCE OF ALL TEMPORARY AND PERMANENT SEDIMENT AND EROSION CONTROL DEVICES TO BE USED DURING EACH PHASE OF CONSTRUCTION, INCLUDING TREE REMOVAL, CLEARING AND GRUBBING, EXCAVATION, HAULING OF EXCAVATED MATERIALS, AND PLACEMENT OF EMBANKMENT MATERIAL. THE PLAN SHALL ALSO DETAIL THE EROSION CONTROL MEASURES TO BE EMPLOYED AT ALL STOCKPILE AND CONSTRUCTION STAGING AREAS AND WILL DEFINE THE MAXIMUM LIMITS OF ALL ACTIVE CONSTRUCTION ZONES. PAYMENT FOR PREPARING AND SUBMITTING THE EROSION CONTROL PLAN AND FOR ANY MODIFICATIONS TO THE EROSION CONTROL PLAN DURING CONSTRUCTION WILL BE INCLUDED IN THE PAY ITEM FOR "MOBILIZATION".
9. TEMPORARY DRAINAGE SHALL BE PROVIDED DURING CONSTRUCTION TO ELIMINATE ANY FLOODING OF PRIVATE OR PUBLIC PROPERTY. ANY DRAINAGE PROBLEM EXISTING BEFORE AND DURING CONSTRUCTION SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
10. THE PRECONSTRUCTION SURVEY WILL VERIFY THE CONTROL POINTS AND BENCHMARK ELEVATIONS PROVIDED BY THE ENGINEER AND WILL ALSO ESTABLISH THE LOCATION AND DESCRIPTION OF ALL ADDITIONAL REFERENCE POINTS AND THE LOCATIONS, DESCRIPTIONS, AND ELEVATIONS OF ALL ADDITIONAL BENCHMARKS TO BE USED IN CONSTRUCTING THE PROJECT. THE SURVEY WILL BE SIGNED AND SEALED BY A PROFESSIONAL SURVEYOR AND MAPPER REGISTERED IN THE STATE OF FLORIDA. SIGNIFICANT INCONSISTENCIES BETWEEN THE FIELD NOTES AND THE CONTROL POINTS AND BENCHMARK ELEVATIONS PROVIDED BY THE ENGINEER WILL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION PRIOR TO BEGINNING CONSTRUCTION. PAYMENT WILL BE INCLUDED IN THE PAY ITEM FOR "MOBILIZATION".
11. SOUTHEASTERN SURVEYING AND MAPPING, CORP. (407) 292-8580, PROVIDED THE TOPOGRAPHY, BENCHMARKS, RIGHTS-OF-WAYS, AND UTILITY LOCATION INFORMATION SHOWN ON THE CONSTRUCTION DRAWINGS. VERTICAL ELEVATIONS ARE BASED ON NGVD 1929, WITH HORIZONTAL POSITIONS BASED ON NAD 1983.
12. THE GEOTECHNICAL INFORMATION SHOWN ON THE PLANS WAS OBTAINED FOR USE IN ESTABLISHING DESIGN CRITERIA FOR THE PROJECT. THIS INFORMATION MAY NOT ACCURATELY REFLECT SOIL CONDITIONS AS TO THE DEPTH, EXTENT, OR CHARACTER OF THE MATERIAL TO BE ENCOUNTERED IN CONSTRUCTION OF THE PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE SUCH EXAMINATIONS OF THE SITE AS MAY BE NECESSARY TO DETERMINE THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED.
13. THE CONTRACTOR IS RESPONSIBLE FOR PRESERVING ALL PROPERTY CORNERS AND MONUMENTS SHOWN ON THE PLANS OR FOUND DURING CONSTRUCTION. IF A PROPERTY CORNER OR MONUMENT IS DESTROYED OR DISTURBED, THE CONTRACTOR WILL HAVE IT REPLACED AND CERTIFIED BY A PROFESSIONAL SURVEYOR AND MAPPER REGISTERED IN THE STATE OF FLORIDA. ALL COSTS FOR PRESERVING, REPLACING AND CERTIFYING PROPERTY CORNERS AND MONUMENTS WILL BE INCLUDED IN THE PAY ITEM FOR "MOBILIZATION".

14. ANY NATIONAL GEODETIC SURVEY MONUMENT WITHIN THE LIMITS OF PROTECTION MUST BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE ENGINEER AND:
- FLDEP, BUREAU OF SURVEYING AND MAPPING, MS 105
3900 COMMONWEALTH BLVD.
TALLAHASSEE, FLORIDA 32399
(850) 245-2606 (OFFICE)
(850) 245-2645 (FAX)
15. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH THE CURRENT STATE OF FLORIDA UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT AND/OR RELATED STATE LAWS. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS BASED ON INFORMATION PROVIDED BY THE UTILITY OWNERS, AVAILABLE RECORDS, AND SURVEYED FIELD INFORMATION. THE INFORMATION MAY NOT REFLECT ACTUAL CONDITIONS OR BE ALL INCLUSIVE REGARDING ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED, OR THAT THE UTILITIES ARE IN THE HORIZONTAL OR VERTICAL LOCATIONS SHOWN. THE CONTRACTOR WILL MAKE HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS NECESSARY TO ESTABLISH THEIR LOCATIONS AND AVOID DAMAGE. DAMAGE TO EXISTING UTILITIES AS A RESULT OF CONTRACTOR'S WORK OR HIS SUBCONTRACTORS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR, PAY ALL FINES, PAY ALL FEES, AND ALL OTHER COST ASSOCIATED WITH RESTORING THE UTILITY.
16. THE FOLLOWING UTILITY REPRESENTATIVES SHOULD BE CONTRACTED FOR INFORMATION CONCERNING TYPE AND LOCATION OF THEIR FACILITIES. THE LIST MAY NOT INCLUDE ALL UTILITIES IN THE AREA.
- | | |
|--------------------------------------|--|
| SUNSHINE STATE ONE-CALL OF FLORIDA | 800-432-4770 (5 DAYS NOTIFICATION PRIOR TO CONSTRUCTION) |
| CITY OF OCOCHEE / UTILITY DEPARTMENT | 407-905-3100 EXT. 4000 |
| BRIGHTHOUSE NETWORKS | 407-532-8509 |
| DUKE ENERGY | 800-700-8744 |
| ATT | 407-273-5084 |
| CENTURYLINK | 407-814-5344 |
17. PRIOR TO ANY SCHEDULED INTERRUPTION OF UTILITY SERVICE, THE CONTRACTOR WILL COORDINATE SUCH INTERRUPTION WITH THE UTILITY PROVIDER AND WILL PROVIDE A MINIMUM 24-HOUR NOTICE TO THE AFFECTED PARTIES. IN THE CASE OF A WATER MAIN SHUT DOWN, A MINIMUM 24-HOUR NOTICE WILL ALSO BE PROVIDED TO THE FIRE DEPARTMENT. THE CONTRACTOR WILL NOTIFY THE ELECTRIC UTILITY A MINIMUM OF TWO WEEKS PRIOR TO CONSTRUCTION IN THE VICINITY OF THEIR FACILITIES.
18. ALL UTILITIES ARE TO BE ADJUSTED OR RELOCATED BY OTHERS, UNLESS NOTED OTHERWISE ON THE DRAWINGS OR DIRECTED BY THE ENGINEER. THE CONTRACTOR IS REQUIRED TO COORDINATE CLOSELY WITH THE UTILITY COMPANIES WHEN CONNECTING TO OR WORKING AROUND EXISTING FACILITIES. PROTECT ANY UTILITIES ENCOUNTERED. IF AN EXISTING UTILITY MUST BE RELOCATED DUE TO A CONFLICT, NOTIFY UTILITY COMPANY AND ENGINEER. ALL COORDINATION AND SCHEDULING OF UTILITY CROSSINGS AND RELOCATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
19. WHERE THE REQUIRED MINIMUM SEPARATION BETWEEN UTILITIES IS SPECIFIED, THE DISTANCE SHALL BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
20. THE LIMITS OF CONSTRUCTION ARE DEFINED AS ROADWAY RIGHTS-OF-WAY, DRAINAGE RIGHTS-OF-WAY, PERMANENT DRAINAGE EASEMENTS, AND TEMPORARY CONSTRUCTION EASEMENTS.
21. THE CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE AND LIABLE FOR ALL DAMAGE OR INJURY AS A RESULT OF HIS OPERATIONS TO ALL OTHER ADJACENT PUBLIC AND PRIVATE PROPERTY, LANDSCAPING, TREES, FENCES, UTILITIES, STRUCTURES OF ANY KIND AND APPURTENANCES DURING THE PROGRESS OF THE WORK.
22. ALL AREAS WHERE SOD HAS BEEN REMOVED OR DISTURBED BY CONTRACTOR'S OPERATIONS SHALL BE SODDED OF LIKE KIND. PAYMENT INCLUDED IN UNIT PRICE FOR "PERFORMANCE TURF".
23. ALL EXISTING DRAINAGE STRUCTURES AND PIPES, PAVEMENT, SIDEWALKS, CURBS, ETC. WITHIN THE LIMITS OF CONSTRUCTION SHALL REMAIN, UNLESS OTHERWISE DIRECTED. ALL STRUCTURES DAMAGED DURING CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED OR REPLACED WITH THE SAME TYPE AND MATERIAL AT NO ADDITIONAL COST TO THE OWNER OR ENGINEER.
24. IRRIGATION LINES DAMAGED DURING CONSTRUCTION ARE TO BE REPAIRED OR CAPPED IMMEDIATELY AND REPORTED TO THE ENGINEERING INSPECTOR. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AND/OR REPLACE ALL DAMAGED IRRIGATION COMPONENTS TO THE PRE-CONSTRUCTION CONDITION AT THE CONTRACTOR'S EXPENSE PRIOR TO COMPLETION OF THE PROJECT.
25. EXISTING TRAFFIC SIGNS AND PAVEMENT MARKINGS IN CONFLICT WITH CONSTRUCTION SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER. PAYMENT INCLUDED IN THE UNIT PRICE FOR "MAINTENANCE OF TRAFFIC".

24. MAILBOXES IN CONFLICT WITH CONSTRUCTION SHALL BE RELOCATED IN ACCORDANCE WITH FOOT INDEX NO. 53, AS APPROVED BY THE ENGINEER. A TEMPORARY MAILBOX MUST BE PROVIDED FOR EACH MAILBOX THAT IS REMOVED UNTIL A NEW MAILBOX IS INSTALLED. ALL COSTS SHALL BE INCLUDED IN THE UNIT PRICE OF THE PAY ITEM FOR "CLEARING AND GRUBBING".
27. EXISTING PAVEMENT, DRIVEWAYS, AND SIDEWALKS SHALL BE SAW-CUT AS REQUIRED FOR CONSTRUCTION.
28. THE CONTRACTOR WILL PUT FORTH EVERY REASONABLE EFFORT TO MINIMIZE DISRUPTION AND DISTURBANCE OF ADJACENT PROPERTIES. ACCESS BY PROPERTY OWNERS TO THEIR PROPERTY WILL BE MAINTAINED AT ALL TIMES.
29. ALL FENCES IN CONFLICT WITH CONSTRUCTION WILL BE REMOVED AND REPLACED IN THEIR ORIGINAL LOCATIONS OR IN OTHER LOCATIONS AS DIRECTED BY THE ENGINEER. ALL FENCES DAMAGED BY CONSTRUCTION ACTIVITIES ARE TO BE REPLACED WITH NEW FENCING OF THE SAME TYPE AND MATERIAL. THE CONTRACTOR WILL EXERCISE DUE CARE IN THE REMOVAL OF EXISTING FENCES TO MAINTAIN SECURITY AT THE AFFECTED PROPERTIES AND ENSURE THE SAFETY OF PETS, ANIMALS, AND CHILDREN. ALL COSTS SHALL BE INCLUDED IN THE LUMP SUM PRICE FOR "CLEARING AND GRUBBING".
30. THE DISPOSAL OF EXCESS EARTHWORK MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL EXCESS MATERIAL IS THE PROPERTY OF THE CONTRACTOR.
31. NO TRENCHES SHALL BE ALLOWED TO REMAIN OPEN OVERNIGHT.
32. NO BURNING SHALL BE DONE EXCEPT UPON APPROVAL BY THE JURISDICTIONAL MUNICIPALITY.
33. PROPERTIES ADJACENT TO WORK ZONES SHALL BE GRADED TO DRAIN WITHIN THE EASEMENTS AND/OR RIGHTS-OF-WAY, COMPACTED, AND SODDED.
34. DISTURBED AREAS SHALL BE COMPACTED (AS A MINIMUM) EQUAL TO ADJACENT UNDISTURBED GROUND EXCEPT WHEN OTHERWISE SPECIFIED FOR BEDDING, BACKFILL, OR ROADWAY EMBANKMENT. ALL DISTURBED AREAS ARE TO BE SODDED EXCEPT FOR AREAS THAT ARE LANDSCAPED OR PAVED.

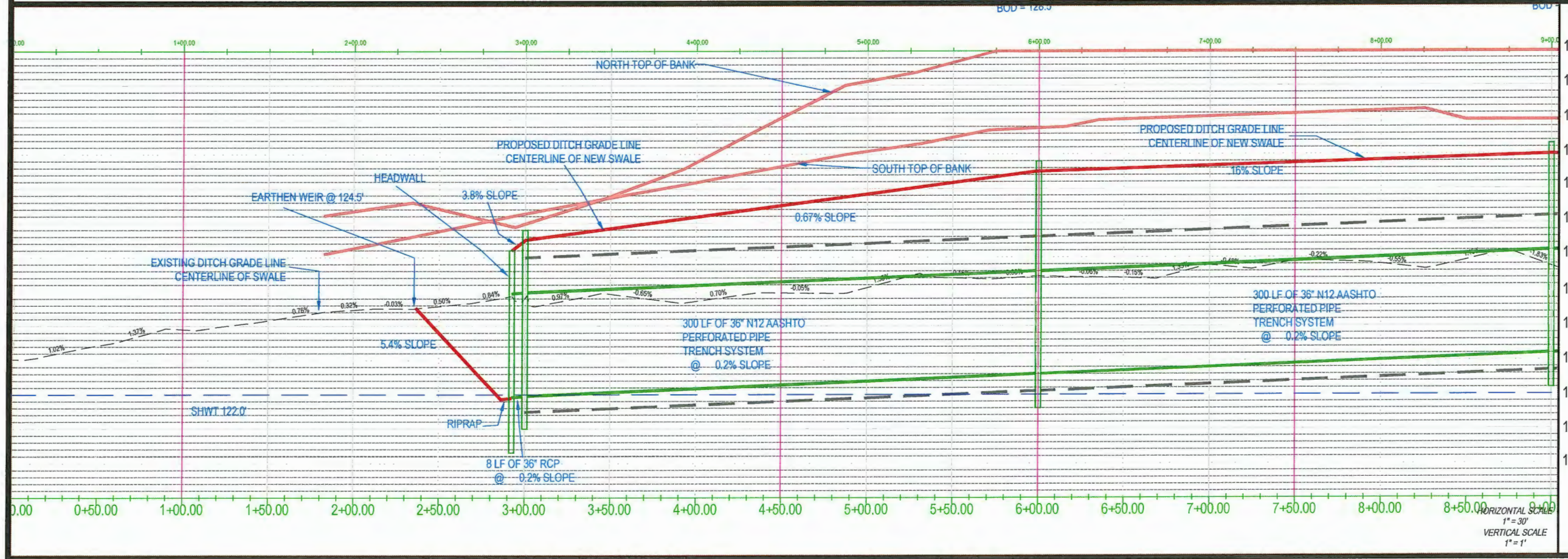
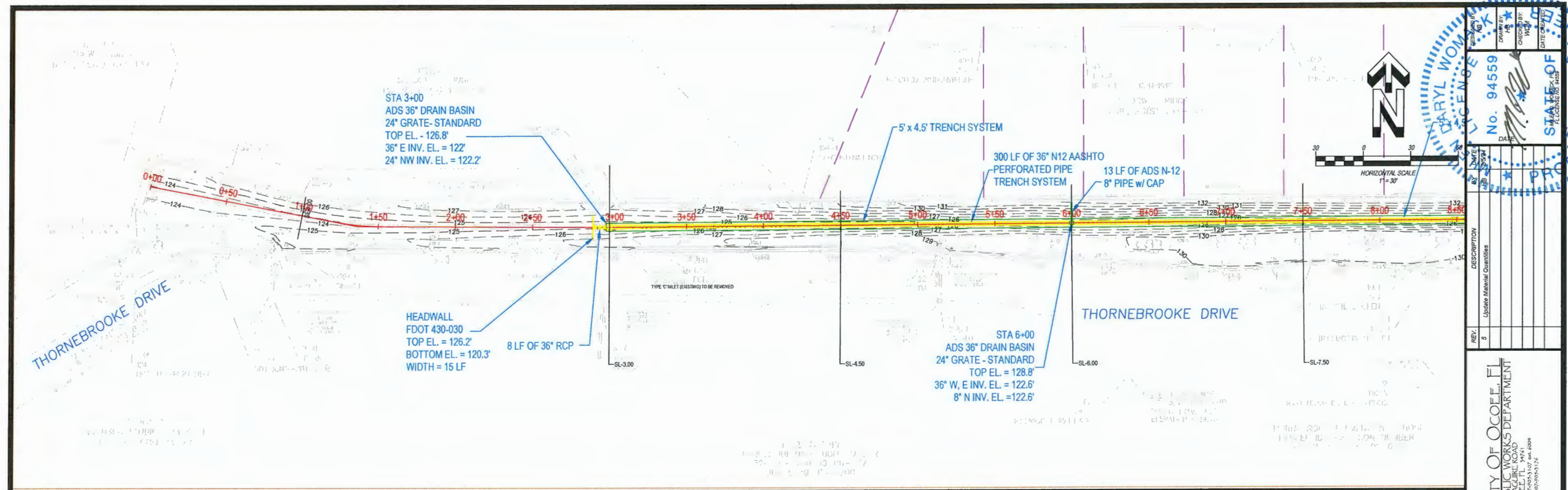
SUPPLEMENTAL GENERAL NOTES – STORMWATER CONSTRUCTION

1. ALL NEW OR REPLACEMENT CONCRETE PIPES, CULVERTS, AND STORM SEWERS SHALL BE CLASS III REINFORCED CONCRETE, UNLESS NOTED OTHERWISE ON THE DRAWINGS BY THE ENGINEER.
2. ALL JOINTS OF CONCRETE PIPE CULVERTS AND STORM SEWERS SHALL HAVE A FILTER FABRIC JACKET AS DETAILED IN STANDARD INDEX 280.
3. ALL CURB INLETS, DITCH BOTTOM INLETS, AND MANHOLES SHALL HAVE TRAFFIC BEARING FRAMES AND COVERS OR GRATES MEETING HS-20 LOADING REQUIREMENTS.
4. ALL GRATES SHALL BE CHAINED AND LOCKED IN ACCORDANCE WITH FDOT INDEX 201. COST OF EYEBOLT AND CHAIN SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE STRUCTURE.
5. ALL MANHOLE COVERS SHALL BE IDENTIFIED AS "STORM".
6. THE LOCATIONS AND WIDTHS SHOWN FOR CONSTRUCTION OF DRIVEWAYS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY AND AS DIRECTED BY THE ENGINEER. FIELD CHANGES TO THE LOCATION OF SAW CUTS FOR EXISTING DRIVEWAYS WILL BE DETERMINED IN THE FIELD BY THE ENGINEER AND/OR THE CITY BASED ON ACTUAL CONDITIONS. NO ADJUSTMENTS WILL BE MADE TO THE CONTRACT PRICE OF CONCRETE BASED ON CHANGES TO THE REPLACEMENT LIMITS OF DRIVEWAYS.

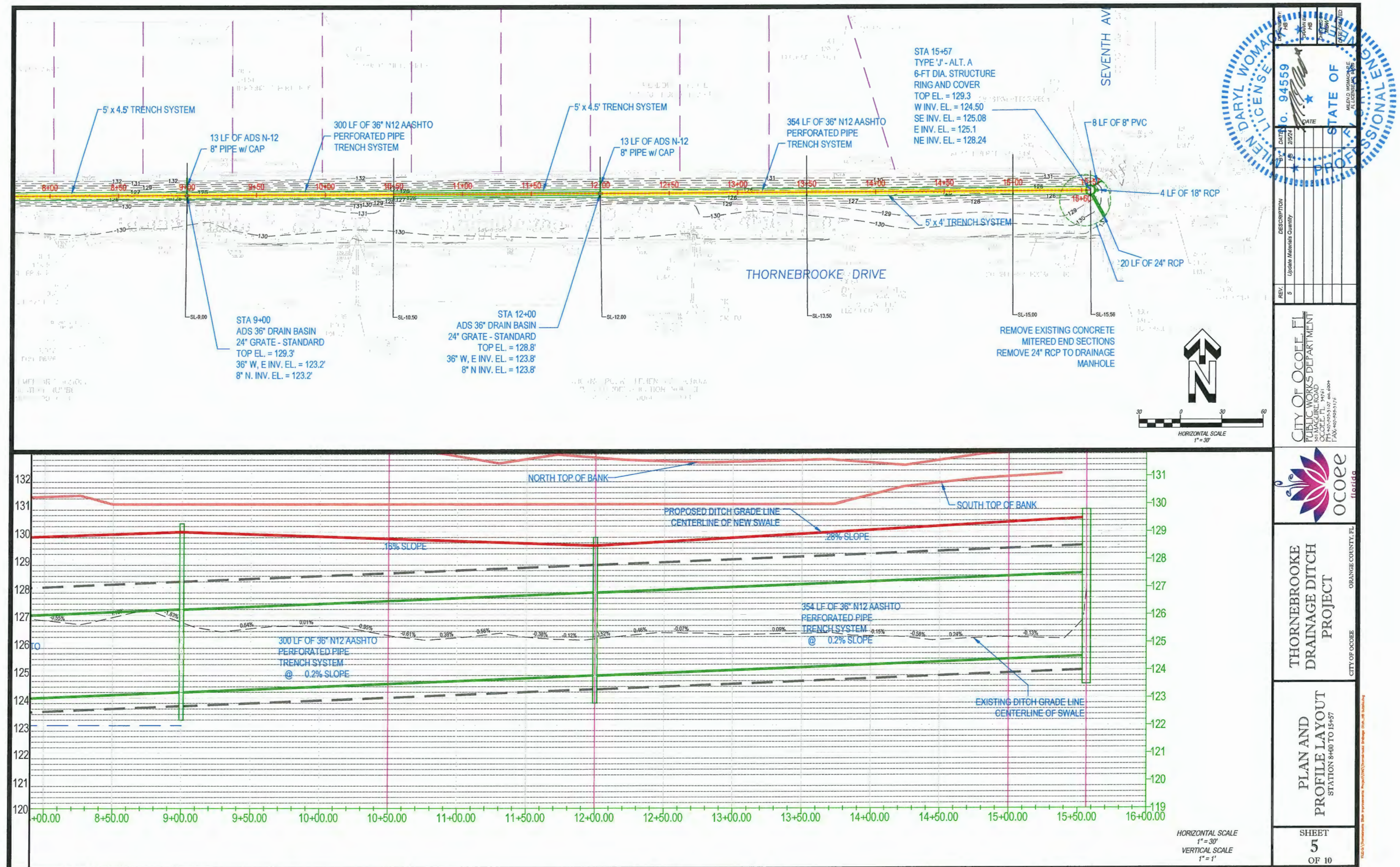
SUPPLEMENTAL GENERAL NOTES – WATER AND SANITARY SEWER RELOCATION

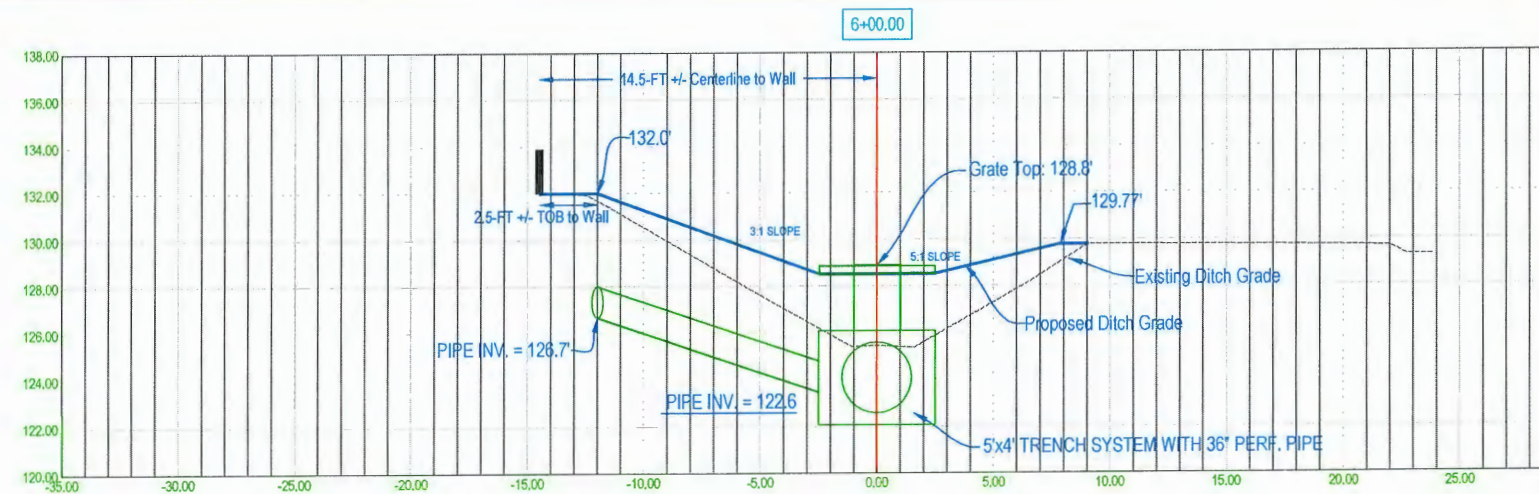
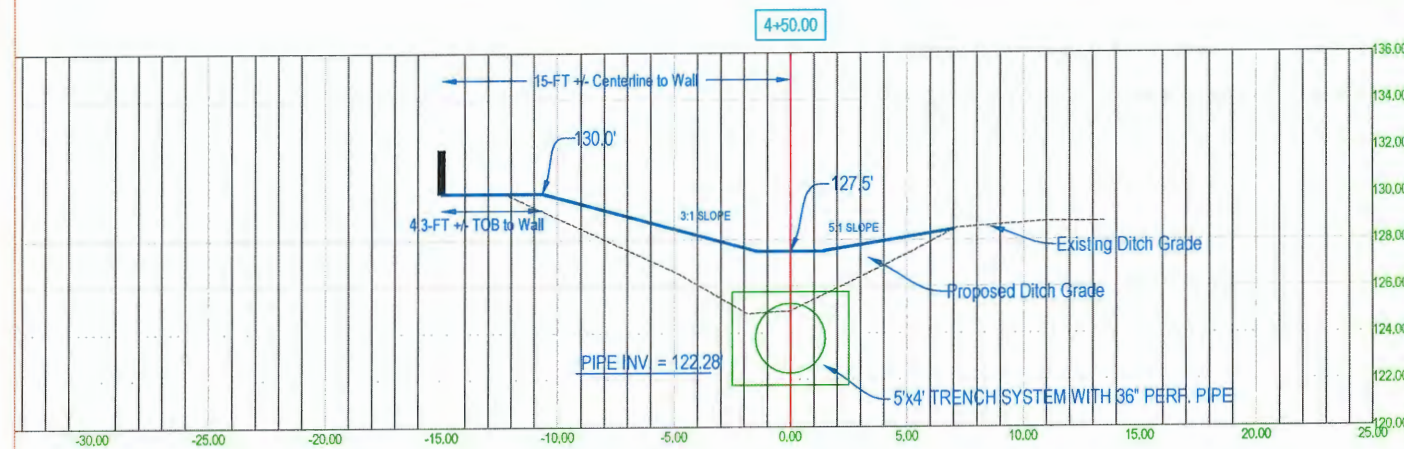
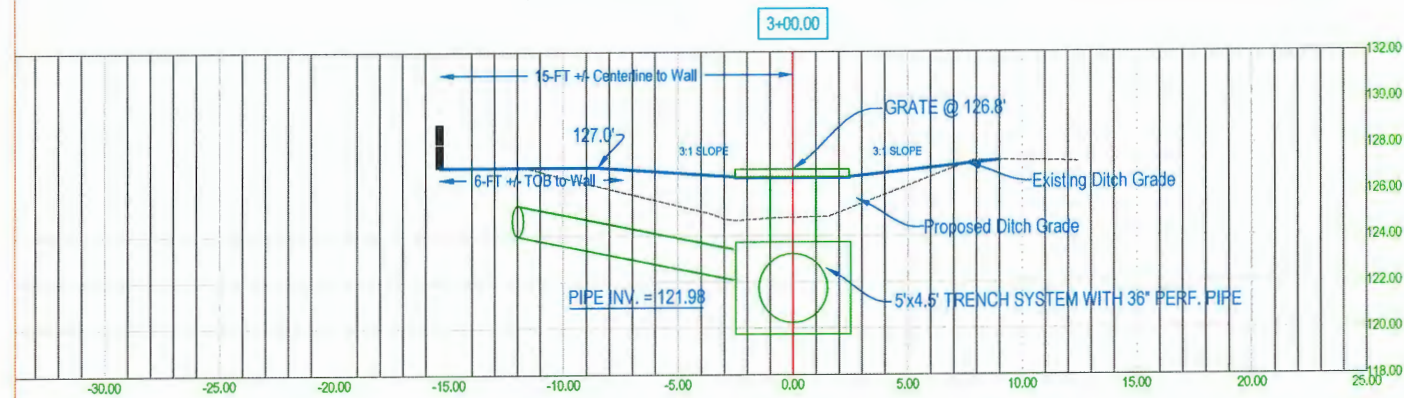
1. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO AVOID CONFLICTS WITH WATER MAIN UTILITIES. HOWEVER, IF CONFLICTS ARE UNAVOIDABLE THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE APPROPRIATE UTILITY COMPANY FOR ALL WATER MAIN ADJUSTMENTS. COST FOR COORDINATION WITH UTILITY COMPANIES FOR ADJUSTMENTS TO WATER AND SEWER MAINS SHALL BE INCLUDED IN THE PRICE FOR "MOBILIZATION".
2. THE TOPS OF ALL EXISTING SEWER MANHOLES WITHIN THE LIMITS OF CONSTRUCTION SHALL BE ADJUSTED TO MATCH FINISHED GRADE. THE CONTRACTOR SHALL ADJUST ALL VALVE BOXES WITHIN THE CONSTRUCTION LIMITS SO THE TOPS ARE FLUSH WITH FINISHED PAVEMENT OR WITH FINISHED GRADE WITHIN NON-PAVED AREAS. ALL COSTS ASSOCIATED WITH MANHOLE AND VALVE TOP ADJUSTMENTS SHALL BE INCLUDED IN THE PRICE FOR "CLEARING AND GRUBBING".
3. AS-BUILT DRAWINGS FOR THE UTILITIES WILL BE PROVIDED BY THE CITY. THE CONTRACTOR SHALL IDENTIFY CONFLICTS WITH EXISTING WATER SERVICE LINES AND METERS WITH THE NEW ROADWAY PAVEMENT AND STORM PIPES AND COORDINATE WITH THE CITY TO HAVE THE UTILITIES ADJUSTED IN THE FIELD. PAYMENT FOR COORDINATION AND ADJUSTMENTS TO WATER SERVICE LINES AND METERS SHALL BE INCLUDED IN THE PRICE FOR "CLEARING AND GRUBBING".

GENERAL CONSTRUCTION NOTES	THORNEBROOKE DRAINAGE DITCH PROJECT	CITY OF OCOCHEE ORANGE COUNTY, FL		<table border="1"> <thead> <tr> <th>REV</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>Update Material Quantities</td> <td>AB</td> <td>05/23/20</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	REV	DESCRIPTION	BY	DATE	5	Update Material Quantities	AB	05/23/20																																				
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SHEET 3 OF 10	CITY OF OCOCHEE, FL PUBLIC WORKS DEPARTMENT 10000 WILSON ROAD OCOCHEE, FL 34984 PH: 407-905-3127 FAX: 407-905-3176 E-MAIL: 407-905-3176	NO. 94559 DATE	CHECKED BY WEM	DATE CREATED																																												



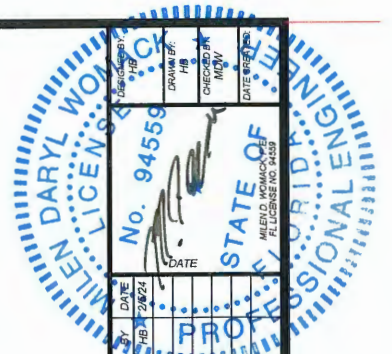
DARYL WOMBLE No. 94559 DATE: 10/1/2014 PROJECT: THORNEBROOKE DRAINAGE DITCH PROJECT SHEET: 4 OF 10	CITY OF OCOCHEE PUBLIC WORKS DEPARTMENT 1000 W. PALM BLVD. OCOCHEE, FL 34951 PH: 407-293-5176 FAX: 407-293-5176	THORNEBROOKE DRAINAGE DITCH PROJECT CITY OF OCOCHEE ORANGE COUNTY, FL	PLAN AND PROFILE LAYOUT STATION 0+00 TO 8+00 SHEET 4 OF 10
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SECTION NOTES

3-FT +/- PROPOSED BOTTOM OF DITCH WIDTH
5'x4.5' TRENCH SYSTEM WITH 36" PERFORATED
PIPE REFER TO DETAIL SHEET 9



REV.	DESCRIPTION
5	Update Materials Quantities

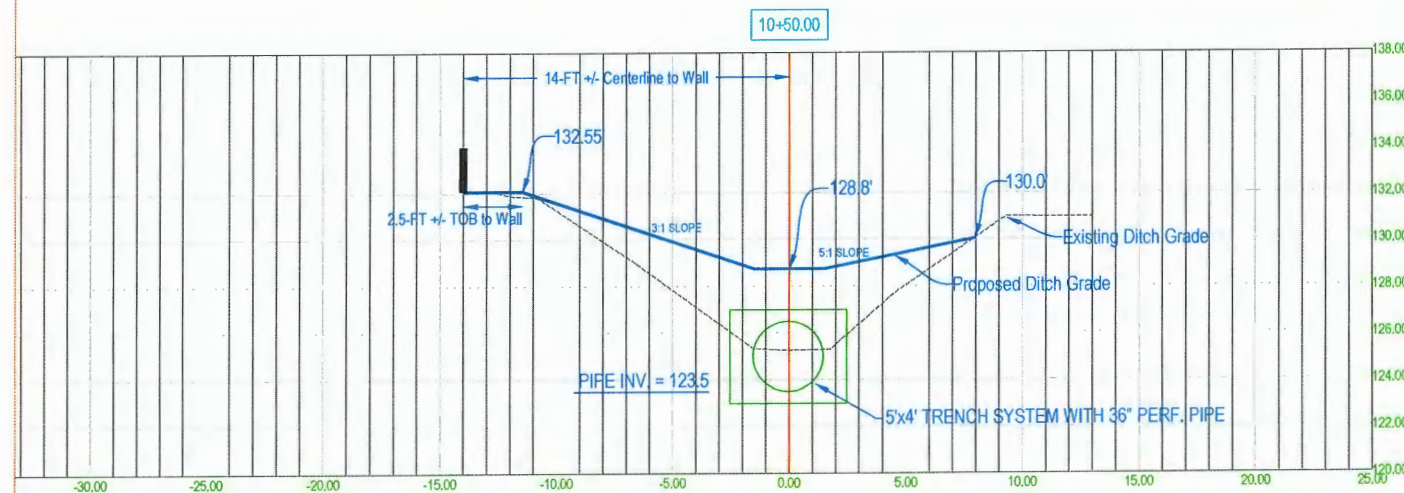
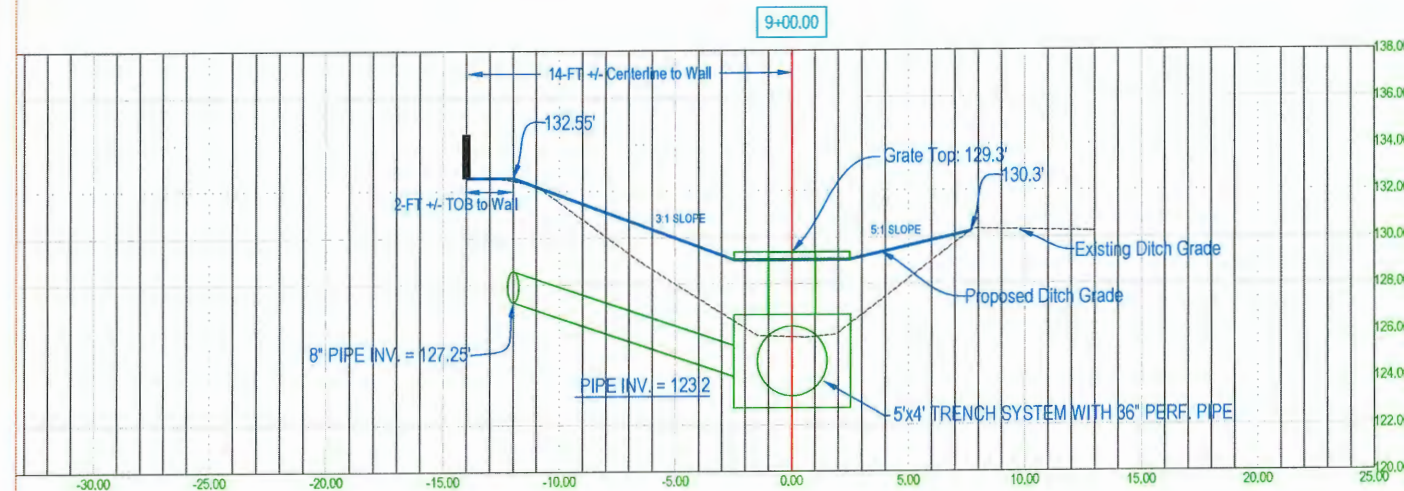
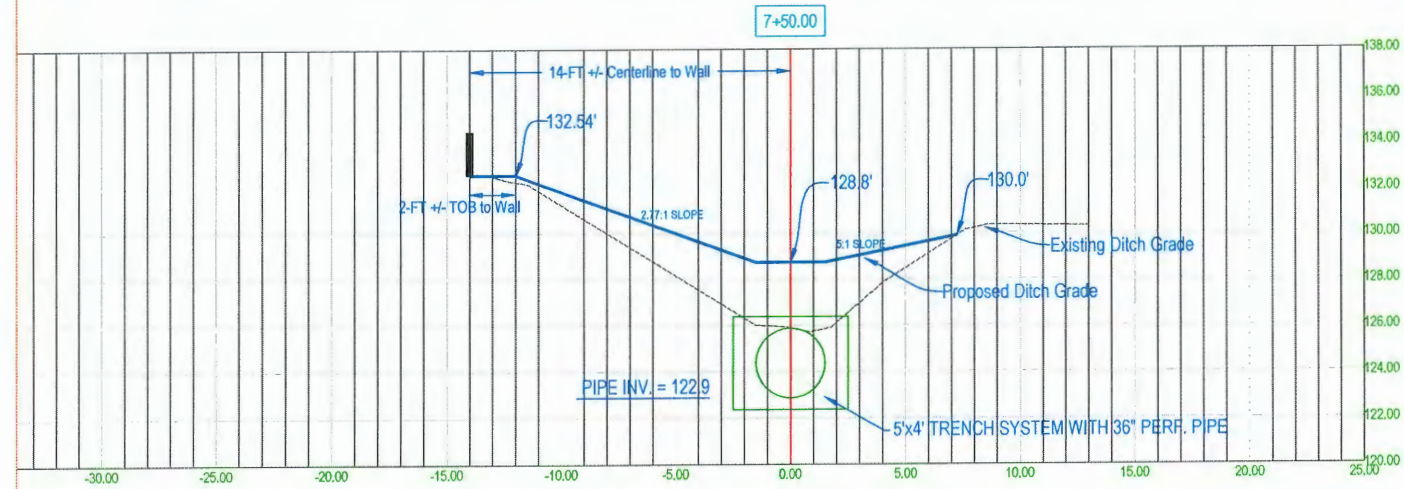
CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
30 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-895-5107 ext. 2004
FAX: 407-895-5176



THORNEBROOKE
DRAINAGE DITCH
PROJECT
CITY OF OCOEE
ORANGE COUNTY, FL

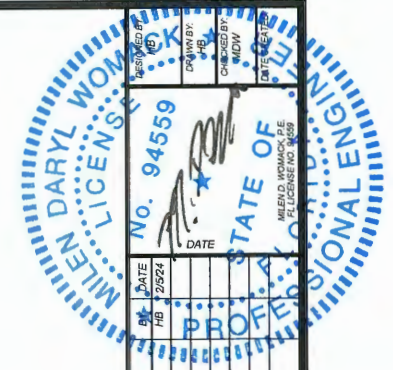
CROSS SECTIONS

SHEET
6
OF 10



SECTION NOTES

3-FT +/- PROPOSED BOTTOM OF DITCH WIDTH
 5'x4.5' TRENCH SYSTEM WITH 36" PERFORATED
 PIPE REFER TO DETAIL SHEET 9



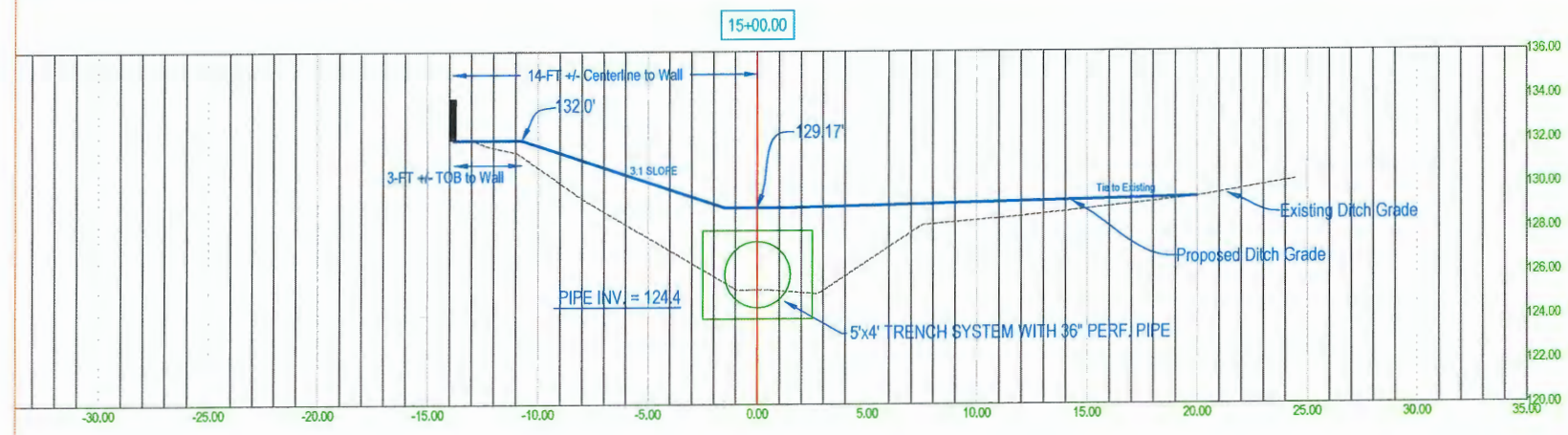
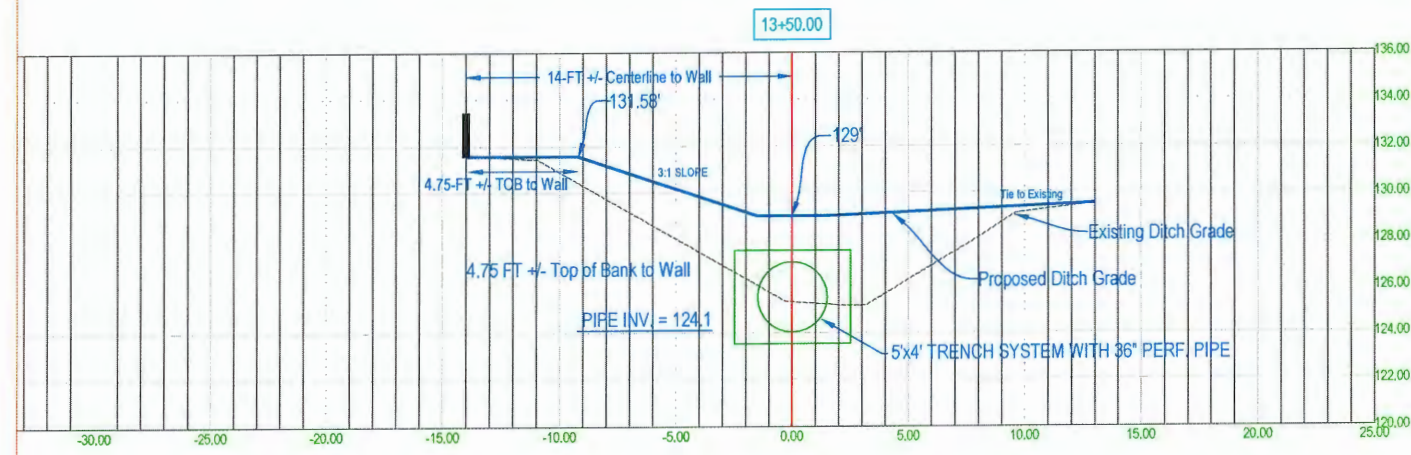
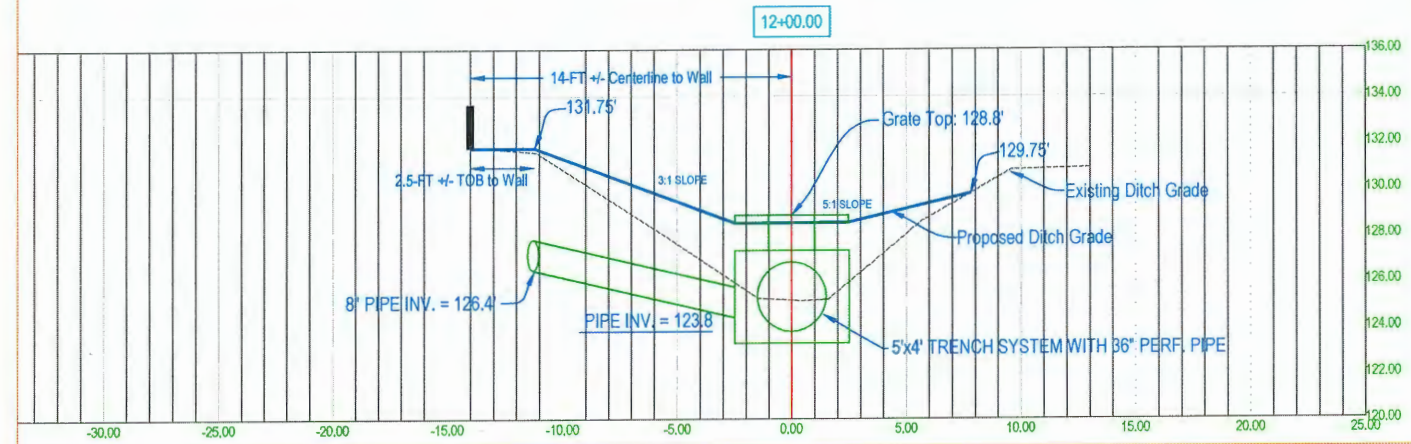
CITY OF OCOCEE, FL
 PUBLIC WORKS DEPARTMENT
 1000 N. GULF BLVD.
 OCOCEE, FL 34761
 PH: 407-203-5127 ext. 2004
 FAX: 407-203-5176



THORNEBROOKE
 DRAINAGE DITCH
 PROJECT
 CITY OF OCOCEE ORANGE COUNTY, FL

CROSS SECTIONS

SHEET
 7
 OF 10



SECTION NOTES

3-FT +/- PROPOSED BOTTOM OF DITCH WIDTH
 5'x4.5' TRENCH SYSTEM WITH 36" PERFORATED
 PIPE REFER TO DETAIL SHEET 9

DATE: 08/25/24
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NO: 94559

STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 DARYL WOMACK
 No. 94559

DESCRIPTION: Update Materials Quantities
 REV: 5

CITY OF OCOCEE, FL
 PUBLIC WORKS DEPARTMENT
 301 MACQUEEN ROAD
 OCOCEE, FL 34751
 TEL: 407-955-5107 ext. 4004
 FAX: 407-955-5174

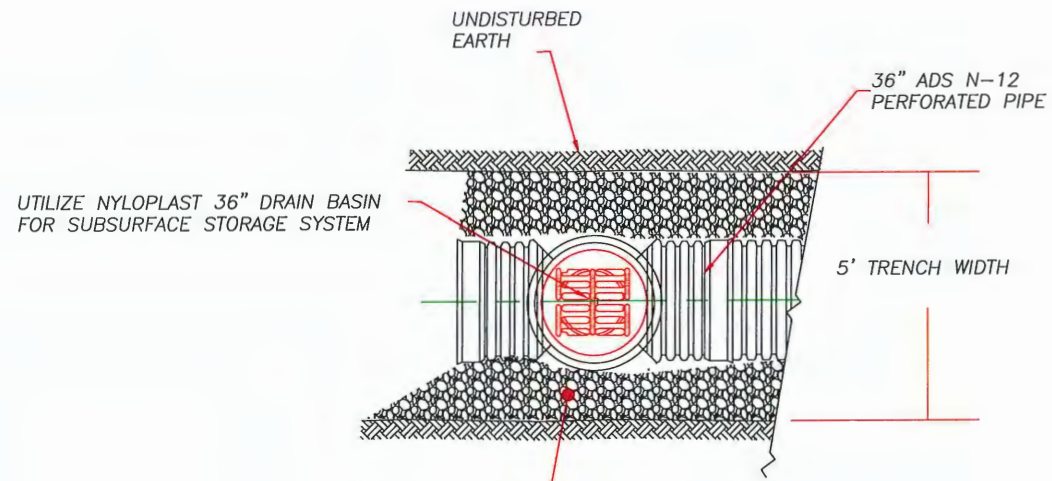
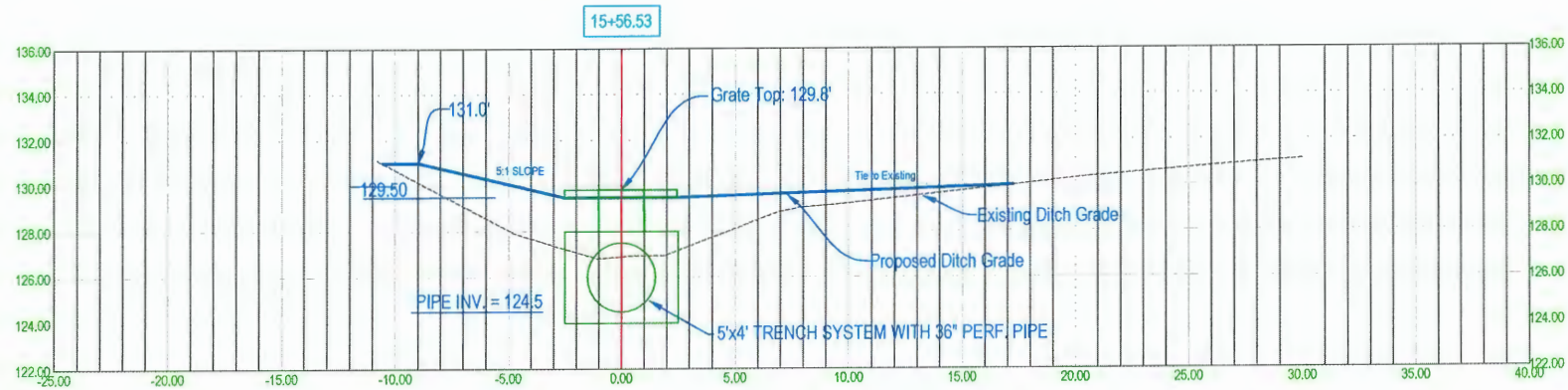
ocoee
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THORNEBROOKE
 DRAINAGE DITCH
 PROJECT

CITY OF OCOCEE
 ORANGE COUNTY, FL

CROSS SECTIONS

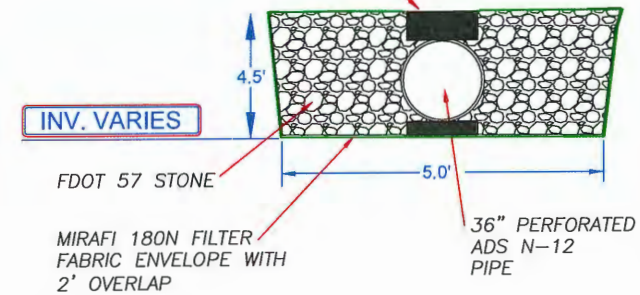
SHEET
 8
 OF 10



THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR FDOT TYPE 57 STONE, CLEAN OF SILTS AND MEETING THE REQUIREMENTS OF CLASS II MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

PLAN VIEW

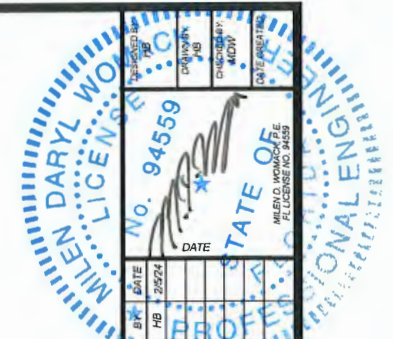
36" NYLOPLAST DRAIN BASIN W/ SUMP
W/ STANDARD H-20 GRATE
TOP OF STRUCTURE PER PLAN,
REFER TO DRAIN BASIN
NYLOPLAST DETAIL



PROFILE VIEW

TYPICAL TRENCH PLAN VIEW **36" DRAIN BASIN SYSTEM**

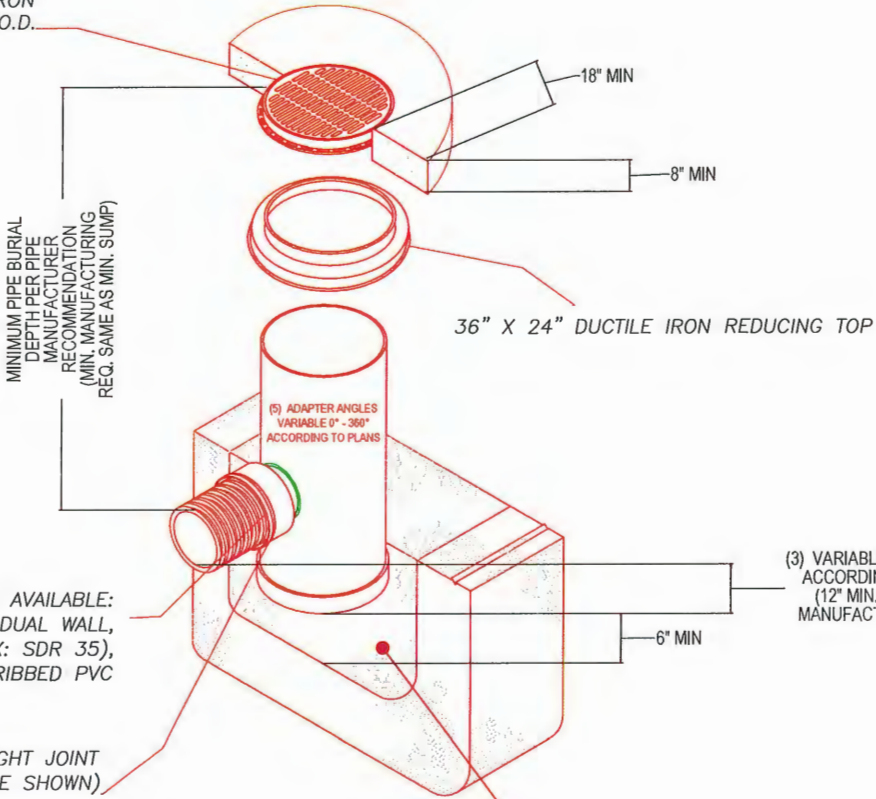
NTS



DATE	2/25/24
BY	HB
DESCRIPTION	Update Materials Quantities
REV.	5
CITY OF OCOEE PUBLIC WORKS DEPARTMENT 301 MAGUIRE ROAD OCOEE, FL 34761 TEL: 407-953-1177 ext. 4004 FAX: 407-953-1174	
THORNEBROOKE DRAINAGE DITCH PROJECT	
CROSS SECTION & TRENCH DETAIL	
SHEET 9 OF 10	

NYLOPLAST 36" DRAIN BASIN

(1, 2) INTEGRATED DUCTILE IRON
FRAME & GRATE TO MATCH BASIN O.D.



(4) VARIOUS TYPES OF INLET & OUTLET ADAPTERS AVAILABLE:
4" - 36" FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL,
ADS/HANCOR SINGLE WALL), N-12 HP, PVC SEWER (EX: SDR 35),
PVC DWV (EX: SCH 40), PVC C900/C905, CORRUGATED & RIBBED PVC

WATERTIGHT JOINT
(CORRUGATED HDPE SHOWN)

(3) VARIABLE SUMP DEPTH
ACCORDING TO PLANS
(12" MIN. BASED ON
MANUFACTURING REQ.)

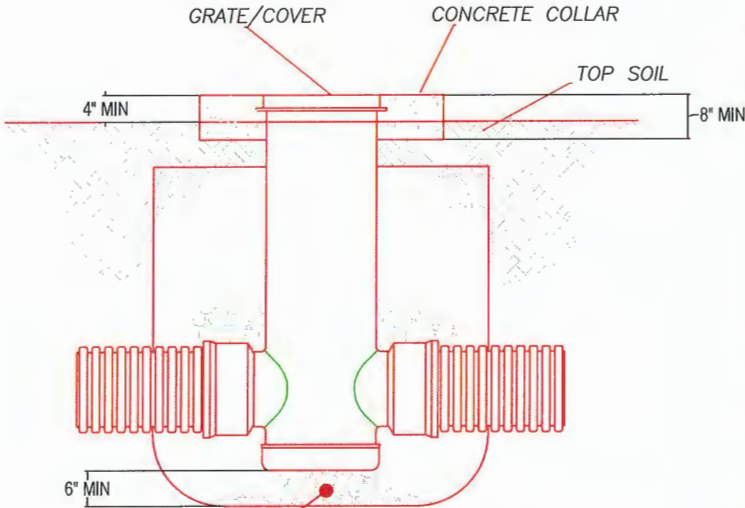
THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER
GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS I,
CLASS II, OR CLASS III MATERIAL AS DEFINED IN ASTM D2321.
BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE
PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

GRATE OPTIONS	LOAD RATING	PART #	DRAWING #
PEDESTRIAN	MEETS H-20	3099CGP	7001-110-220
STANDARD	MEETS H-20	3099CGS	7001-110-221
SOLID COVER	MEETS H-20	3099CGC	7001-110-222
DOMES	N/A	3099CGD	7001-110-223



- GRATES/SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
- FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
- DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS.
RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS.
SEE DRAWING NO. 7001-110-065.
- DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO
ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL),
N-12 HP, & PVC SEWER (4" - 24").
- ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM
ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.

NON TRAFFIC INSTALLATION
DRAIN BASIN



CITY OF OCOCHEE
PUBLIC WORKS DEPARTMENT
1000 W. US HWY 90
OCOCHEE, FL 34921
PH: 888-888-3107 ext. 4004
FAX: 888-888-3176



THORNBROOKE
DRAINAGE DITCH
PROJECT
CITY OF OCOCHEE
ORANGE COUNTY, FL

NYLOPLAST DRAIN
BASIN DETAILS

SHEET
10
OF 10

STAFF REPORT

Meeting Date: May 7, 2024
Item #: 5

Contact Name: Hseth Burch
Contact Number: Ext. 7081

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval of Change Order No. 1 for Ocoee Debris Monitoring and Grants Management Services - Hurricane Ian. (Public Works Director Krug)

Background Summary:

The City Commission awarded RFP #19-011 Emergency-Disaster Debris Monitoring Services Term Contract to the top ranked firm, Thompson Consulting Services LLC in 2019. Following Hurricane Ian passing over Ocoee, the City activated Thompson's contract on October 3rd, 2022. The original cost estimate approved was \$129,234.00 to provide debris removal monitoring services in accordance with the approved contract based on the estimate of debris to be removed from the City's Right-of-Way. Upon further survey of the City, additional services were identified to remove fallen trees within the City's jurisdictional waterways. At this time, the City requested Thompson Consulting Services LLC to assist the City in monitoring these two additional debris removal projects and to provide grant management services to facilitate Public Assistance Grant Application. Public Works is requesting to incorporate this work into the contract via change order. It is estimated an additional \$50,000 will be required to cover the additional debris removal monitoring and grants management services provided by Thompson Consulting Services LLC.

Issue:

Should the Honorable Mayor and City Commissioners approve and sign the Change Order No.1 for RFP #19-011 Emergency-Disaster Debris Monitoring Services Term Contract?

Recommendations:

City Staff recommends the Honorable Mayor and City Commissioners to approve and execute Change Order NO. 1 for RFP #19-011 Emergency-Disaster Debris Monitoring Services Term Contract with Thompson Consulting Services LLC, and authorize the City Manager and staff to execute additional change orders to the contract in accordance with the Purchasing Code.

Attachments:

1. Thompson- Change Order

Financial Impacts:

The available funding for the contract increase is funded from the Emergency and Disaster Operating Fund. These additional costs are anticipated to be reimbursed by FEMA.

Type of Item: Consent



CITY OF OCOEE
1 North Bluford Avenue
Ocoee, Florida 34761

This Change Order Requires Action by the City Commission

**OCOE DEBRIS MONITORING AND GRANTS MANAGEMENT SERVICES-
HURRICANE IAN
CHANGE ORDER NO. 01**

DATE: 5/07/2024

PURCHASE ORDER: 1429057

The following changes are hereby made to the CONTRACT DOCUMENTS.

Original CONTRACT PRICE	<u>\$8330.38</u>
Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDERS	<u>\$8330.38</u>
Net Increase (Decrease) Resulting from this CHANGE ORDER	<u>\$ 50,000</u>
The current CONTRACT PRICE including this CHANGE ORDER	<u>\$ 58,330.38</u>
Original CONTRACT COMPLETION DATE:	2/24/2023
Current CONTRACT COMPLETION DATE adjusted by previous CHANGE ORDERS	2/24/2024
Net Increase Resulting from this CHANGE ORDER	<u>258 Days</u>
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	<u>12/7/2024</u>

CHANGES ORDERED:

I. REQUIRED CHANGES

The original contract price needs to be revised. The contract price change is required to account for additional services required to provide Debris Monitoring for debris removal from City of Ocoee waterways and for continued Grants Management Services \$ 50,000.

II. JUSTIFICATION

Following Hurricane Ian passing over Ocoee, the City activated Thompson Consulting Emergency-Disaster Debris Monitoring Services, awarded in 2019, RFP #19-011. The original cost estimate approved was \$129,234.00 to provide the removal services based on the approved contract based on debris removal from the City's Right-of-Way. Upon further survey of the City, additional services were identified to remove several fallen trees at two locations from drainage canals maintained by the City. At this time the City requested Thompson Consulting to assist the City in monitoring these two projects and to provide grants management services to facilitate Public Assistance Grant Application. The initial PO of 1428484 with \$120,903.62 of expenses was closed and PO 1429057 was opened. The remaining amount of \$8,330.38 was transferred from PO 148484 to PO 149057, which covers most of the debris monitoring services related to debris monitoring from the waterways. Now that the development of all damage related projects under Hurricane Ian is complete and submitted to FEMA, development of Category Z- Indirect and Direct Management Costs can be assessed. Public works is requesting to incorporate this work into the contract via change order. It is estimated an additional \$50,000 will be required to cover the additional grants management services provided by Thompson Consulting.

III. NARRATIVE OF NEGOTIATIONS

Public Works negotiated with Thompson Consulting to determine the final cost of the added items and agreed to the final change order amount.

IV. PAYMENT

In accordance with the contract.

V. APPROVAL AND CHANGE AUTHORIZATION

The original project and funding allocation was established by issuance of a CITY purchase order, subject to the terms and conditions contained in the CITY's solicitation, Project Manual, Drawings, Specifications, and/or the CONTRACTOR's service and price proposal, which collectively form the terms of an agreement between the CITY and the CONTRACTOR for the performance of the Work. This proposed change to the agreement requires approval by the City Commission under the CITY's Purchasing Rules and Regulations and is consistent with any prior action by the City Commission to award the Work to the CONTRACTOR. It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in contract price and time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications of performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the CITY for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the CITY arising from or relating to the matters or Work set forth or contemplated by this Change Order.

[Balance of this page was left blank intentionally]

RECOMMENDED BY:

CITY OF OCOEE, FLORIDA

By: _____

Signature

Date: _____

Title: _____

APPROVED BY:

CITY OF OCOEE, FLORIDA

By: _____

Rusty Johnson, Mayor

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

By: _____

City Attorney

ACCEPTED BY:

Thompson Consulting

By: _____

Signature

Date: _____

Title: _____

Date: _____

Attest: _____

Melanie Sibbitt, City Clerk

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



STAFF REPORT

Meeting Date: May 7, 2024
Item #: 6

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: First Reading of Ordinances for 789 Pine Street Small-Scale Comprehensive Plan Amendment from Low-Density Residential (LDR) to Light Industrial (LI) & Rezoning from Single-Family Dwelling (R-1A) to Restricted Manufacturing & Warehousing (I-1); Project No. CPA-2024-002 & RZ-24-02-01. (Development Services Director Rumer)

Background Summary: Owner/Applicant: Cotton Goodman Properties, LLC

General Location: The property is located in Commission District 3 and is located on the east side of Pine St., approximately 1,137 feet north of Palm Dr. at the intersection of Pine St.

Property Size and Parcel ID No.: The property contains approximately 2.51 acres and is assigned parcel identification number 18-22-28-0000-00-003.

Existing Site Conditions: The table below summarizes the existing conditions of the property.

Current Future Land Use (FLU) Map Designation	Current Zoning District	Existing Land Use	Overlays/Unique Features
Low Density Residential (Up to 4 units per acre) (Max: 4 lots)	R-1A	Existing Single-Family, wooded	Business Character Area Overlay District & Wekiva Study Area

The property is surrounded by the following: jurisdictions, Future Land Use Map designations, zoning districts and land uses.

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Use
North	Orange County	Low Density Residential	A-1	Single Family Dwelling
South	City	Low Density Residential	R-1A	Single Family Dwelling
East	City	Light Industrial	I-1	Restricted Manufacturing & Warehousing
West	City	Low Density Residential	A-2	Single Family Dwelling

Proposed Site Conditions: The table below summarizes the applicant's request and potential development on the subject property.

Proposed FLUM Designation	Proposed Zoning District	Proposed Use	Proposed Development Standards
Light Industrial	I-1 (Restricted Manufacturing & Warehousing)	Stormwater Pond/Light Industrial	LDC

Consistency with Florida Statutes: N/A

Consistency with JPA Agreement: N/A

Consistency with Adopted Comprehensive Plan: The property is located within the Downtown Redevelopment Area (DRA), which is intended to attract reinvestment in the downtown area of Ocoee through flexible development regulations and innovative designs. Development of the downtown should include mixed uses and various forms of residential uses.

Access: Access will be from the new east/west road being constructed by the developer of 450 Ocoee Apopka Road until such time when Pine Street designed and improved to City standards.

Utilities: Site will be served by Ocoee Water and Sewer.

Transportation: N/A Proposed stormwater pond.

Stormwater: Stormwater drainage will be provided on-site and will be finalized at the time of site plan review.

Schools: N/A

Public Safety: The property is currently within fire and police protection and service zones.

Issue:

Should the Honorable Mayor and City Commissioners approve the ordinances for a Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low Density Residential (LDR) to Light Industrial (LI) and corresponding Rezoning from R-1A (Single Family Dwelling District) to I-1 (Restricted Manufacturing & Warehousing)?

Recommendations:

Development Review Committee (DRC) Recommendation:

The Development Review Committee (DRC) met on Tuesday, April 2, 2024, to consider the application for a Small-Scale Comprehensive Plan Future Land Use Map Amendment (CPA) and Rezoning to I-1. The DRC made a recommendation of approval.

Planning and Zoning Commission (PZC) Recommendation

The PZC met on Tuesday, April 9, 2024, to consider the Small-Scale Comprehensive Plan Future Land Use Map Amendment (CPA) and Rezoning to I-1. The PZC made a unanimous recommendation of approval.

Staff Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the ordinances for the Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low Density Residential (LDR) to Light Industrial (LI) and corresponding Rezoning from R-1A (Single Family Dwelling District) to I-1 (Restricted Manufacturing &

Warehousing).

Attachments:

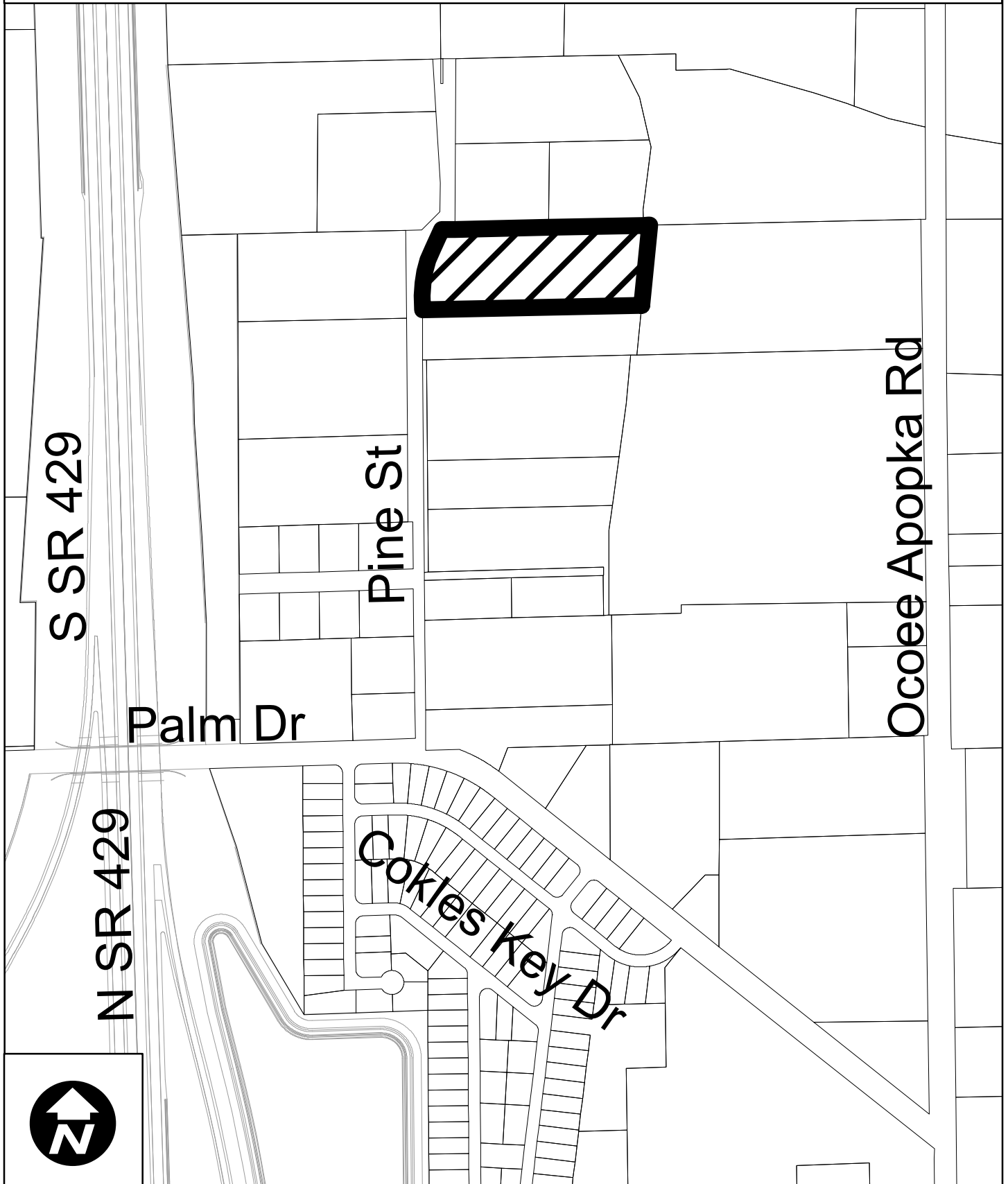
1. Location Map
2. Aerial Map
3. FLU Map
4. Surrounding Zoning Map
5. Small-Scale CPA Ordinance
6. Rezoning Ordinance

Financial Impacts:

No Financial Impacts

Type of Item: First Reading

789 Pine Street Small-Scale CPA and Rezoning Location Map



789 Pine Street 2022 Aerial Photography



789 Pine Street CPA & Rezoning Surrounding Future Land Use Map



Ocoee
florida
Development Services
Department

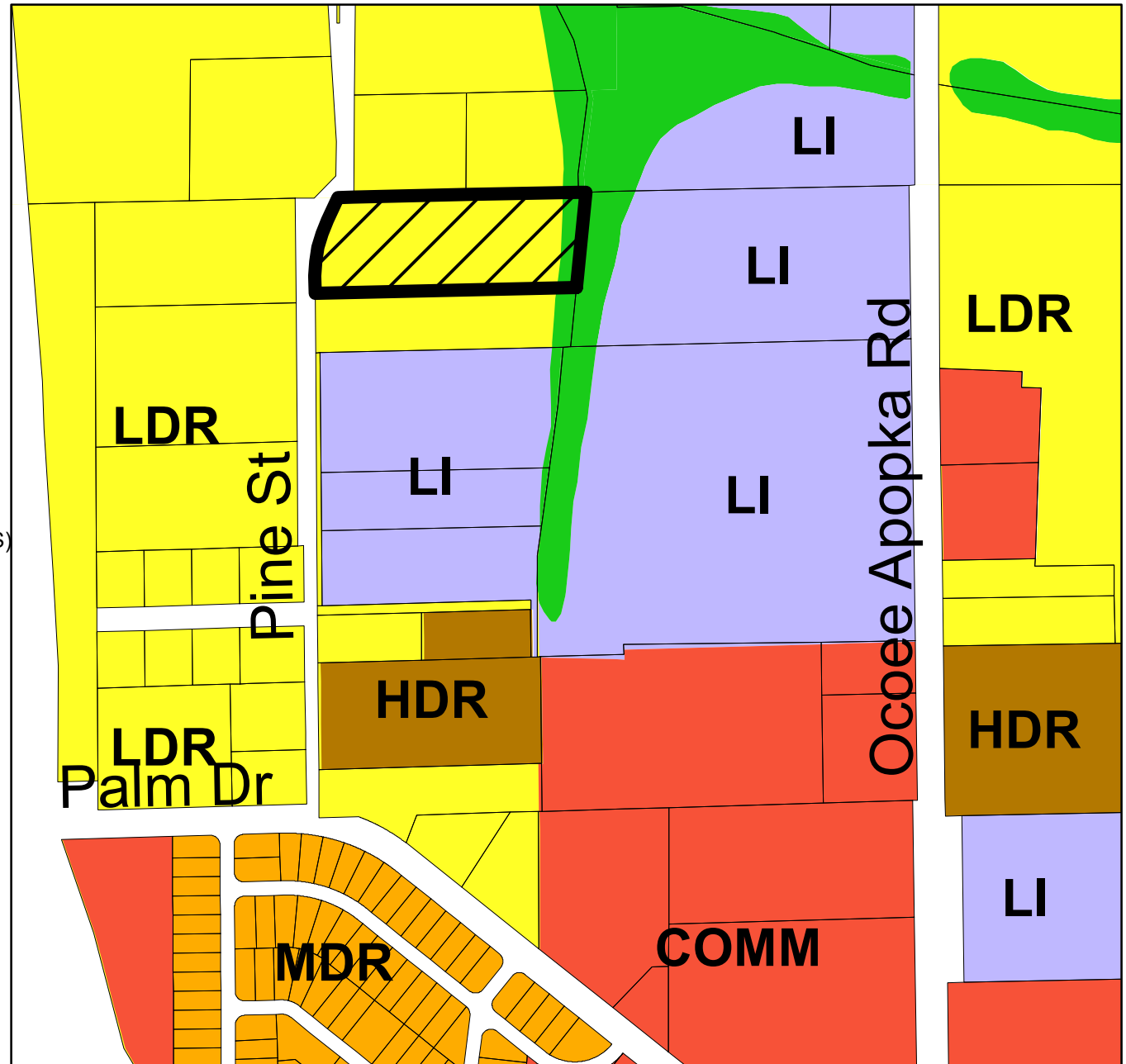
0 80 160 320
Feet

Created: month year

 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)



789 Pine Street Surrounding Zoning Map



Development Services
Department

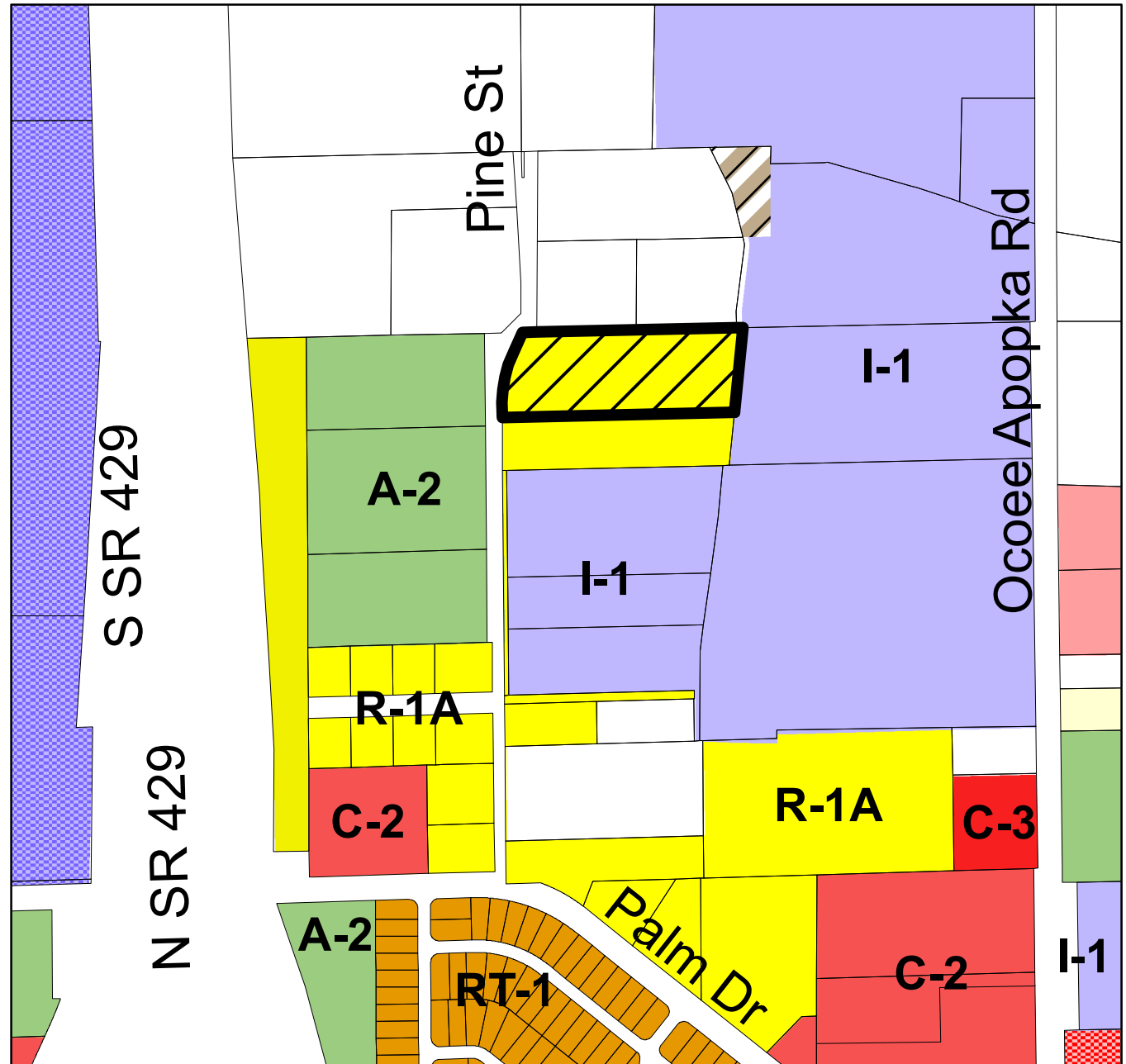
0 90 180 360
Feet

Created: month year

 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



**ORDINANCE NO. 2024-
(Small-Scale Comprehensive Plan Amendment – 789 Pine Street)**

TAX PARCEL ID: 18-22-28-0000-00-003

CASE NO. CPA-2024-002: 789 Pine Street 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 LIGHT INDUSTRIAL FOR CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 2.51 ACRES LOCATED AT 789 PINE STREET ON THE EAST SIDE OF PINE STREET, APPROXIMATELY 1,137 FEET NORTH OF THE INTERSECTION OF PALM DRIVE AND PINE STREET; 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 18-22-28-0000-00-003, 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 Light Industrial; 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, April 9, 2024, to consider and make recommendation of said proposed Comprehensive Plan Amendment; and

WHEREAS, pursuant to Section 163.3184(11), Florida Statutes, on Tuesday, May 21, 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 Light Industrial (LI).

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 _____, 2024.
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 A:

BEGINNING 100 feet South of the Northwest corner of the following described property: the North half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 18, Township 22 South, Range 28 East, Orange County, Florida, run thence South 100 feet, thence East 150 feet, thence North 100 feet, thence West 150 feet to the POINT OF BEGINNING.

ALSO

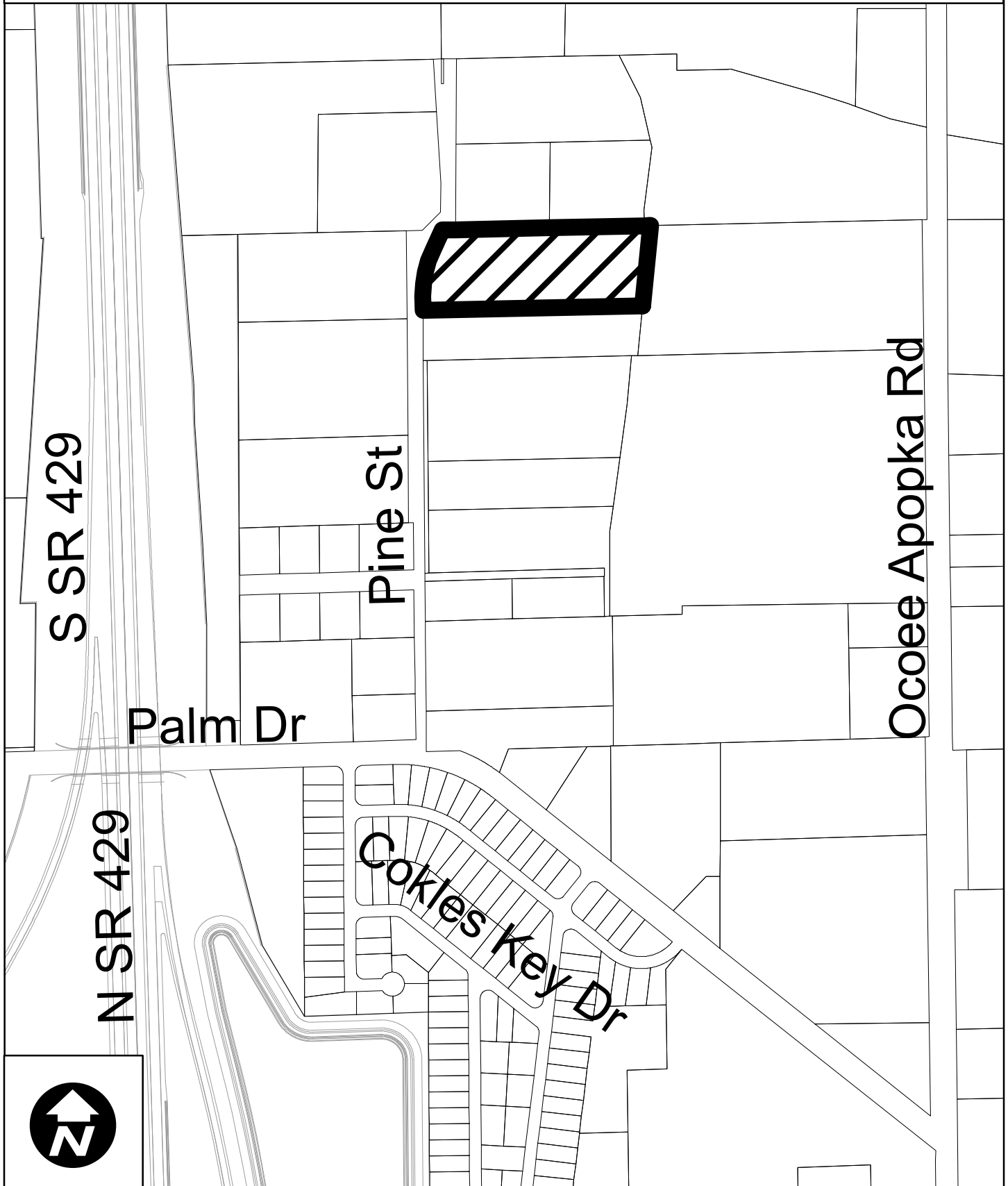
The South 100 feet of the North 200 feet, LESS the West 150 feet thereof, of the following described tract: the North half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 18, Township 22 South, Range 28 east, LESS a tract across the East end 23 yards wide at the North end and 35 yards wide at the South end.

Parcel B:

The North 100 feet of the following described property: the North 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 road right of way and LESS the following: the East end 23 yards wide at the North end and 35 yards wide at the South end.

PARCEL ID NO.: 18-22-28-0000-00-003

EXHIBIT "B"
LOCATION MAP - 789 PINE STREET



**ORDINANCE NO. 2024-
(Rezoning Ordinance – 789 Pine Street)**

TAX PARCEL ID: 18-22-28-0000-00-003

CASE NO. RZ-24-02-01: 789 Pine Street Rezoning

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM R-1A (SINGLE FAMILY DWELLING DISTRICT) TO I-1 (LIGHT MANUFACTURING AND WAREHOUSING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 2.51 ACRES LOCATED AT 789 PINE STREET ON THE EAST SIDE OF PINE STREET, APPROXIMATELY 1,137 FEET NORTH OF THE INTERSECTION OF PALM DRIVE AND PINE STREET; 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 properties 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 properties containing approximately 2.51 acres, more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof, from R-1A (Single-Family Dwelling District) to I-1 (Light Manufacturing and Warehousing); 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 April 9, 2024, 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 May 21, 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 Properties described in **Exhibit “A”** containing approximately 2.51 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from R-1A (Single-Family Dwelling District) to I-1 (Light Manufacturing and Warehousing). 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 lands 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.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2024
READ FIRST TIME _____, 2024.
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 A:

BEGINNING 100 feet South of the Northwest corner of the following described property: the North half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 18, Township 22 South, Range 28 East, Orange County, Florida, run thence South 100 feet, thence East 150 feet, thence North 100 feet, thence West 150 feet to the POINT OF BEGINNING.

ALSO

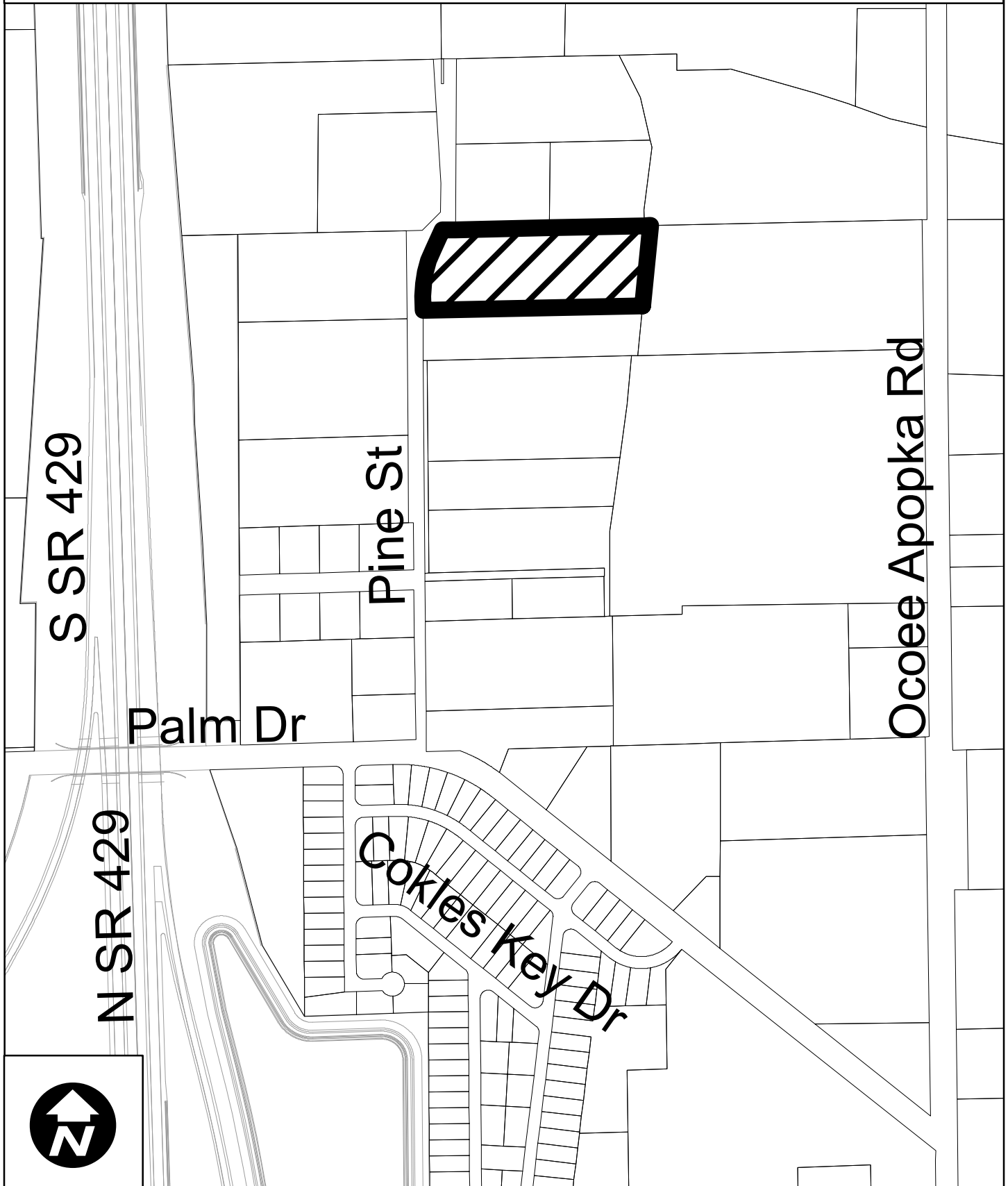
The South 100 feet of the North 200 feet, LESS the West 150 feet thereof, of the following described tract: the North half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 18, Township 22 South, Range 28 east, LESS a tract across the East end 23 yards wide at the North end and 35 yards wide at the South end.

Parcel B:

The North 100 feet of the following described property: the North 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 road right of way and LESS the following: the East end 23 yards wide at the North end and 35 yards wide at the South end.

PARCEL ID NO.: 18-22-28-0000-00-003

EXHIBIT "B"
LOCATION MAP - 789 PINE STREET





STAFF REPORT

Meeting Date: May 7, 2024
Item #: 7

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: First Reading of Ordinance for 1 Taylor Street Small-Scale Comprehensive Plan FLU Amendment from Heavy Industrial (HI) to Commercial (COMM) & Rezoning from I-1 (Restricted Manufacturing and Warehousing) to C-2 (Community Commercial); Project Nos. CPA-2024-004 & RZ-24-03-02. (Development Services Director Rumer)

Background Summary: Owner/Applicant: City of Ocoee

General Location: The property is located within Commission District 2 on the northeast side of the Taylor St. and W. McKey St. intersection.

Property Size and Parcel ID No.: The property contains approximately 0.21 acres and is assigned parcel identification number 18-22-28-0000-00-049.

Actual land use, proposed land use, and unique features of the subject property: 1 Taylor Street is located in the City's Downtown Redevelopment Area. The property was purchased by the City on January 15, 2024, which removed years of Code Violations. The City is proposing the Land Use Amendment and Rezoning in order to ensure the property entitlements remain only for commercial, office, retail and restaurant uses. These uses are in line with the vision and future planning of the City Downtown Master Plan. Therefore, removing the industrial zoning and land use designation ensures the parcel will meet the Master Plan in the future.

Existing Site Conditions: The table below summarizes the existing conditions of the property.

Current Future Land Use (FLU) Map Designation	Current Zoning District	Existing Land Use	Overlays/Unique Features
HI (Heavy Industrial)	I-1 (Light Manufacturing and Warehousing District)	Vacant	Downtown Redevelopment Area Overlay District & Wekiva Study Area

The property is surrounded by the following: jurisdictions, Future Land Use Map designations, zoning districts and land uses.

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Use
-----------	--------------	------------------	-----------------	-------------------

North	City	HI (Heavy Industrial)	I-2 (Heavy Industrial)	Warehousing, Outside Storage
South	City	LI (Light Industrial)	I-1 (Light Manufacturing and Warehousing)	Vacant
East	City	COMM (Commercial)	C-2 (Community Commercial)	Vacant
West	City	LI (Light Industrial)	I-1 (Light Manufacturing and Warehousing)	Restaurant/Vacant

Proposed Site Conditions: The table below summarizes the applicant's request and potential development on the subject property.

Proposed FLUM Designation	Proposed Zoning District	Proposed Use	Proposed Development Standards
COMM (Commercial)	C-2 (Community Commercial)	None	Downtown Master Plan

Consistency with Florida Statutes: Yes

Consistency with JPA Agreement: Yes

Consistency with Adopted Comprehensive Plan: The property is located within the Downtown Redevelopment Area (DRA), which is intended to attract reinvestment in the downtown area of Ocoee through flexible development regulations and innovative designs. Development of the downtown should include mixed uses and various forms of residential uses.

Access: Access will continue to be via Taylor Street.

Utilities: Potable Water Service is available, and sewer is being extended from the north on Oakland Avenue.

Transportation: N/A

Stormwater: N/A

Schools: N/A

Public Safety: N/A

Issue:

Should the Honorable Mayor and City Commissioners approve the ordinances for a Small-Scale Comprehensive Plan Future Land Use Map Amendment from Heavy Industrial (HI) to Commercial (COMM) and corresponding Rezoning from I-1 (Light Manufacturing and Warehousing District) to C-2 (Community Commercial District) for 1 Taylor Street?

Recommendations:

Development Review Committee (DRC) Recommendation:

The Development Review Committee (DRC) met on Tuesday, April 2, 2024, to consider the application for a Small-

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

Phone: (407) 905-3100 • www.ocoe.org

Scale Comprehensive Plan Future Land Use Map Amendment (CPA) and Rezoning. The DRC made a recommendation of approval of the proposed Small Scale Comprehensive Plan Amendment from Heavy Industrial (HI) to Commercial (COMM) and corresponding Rezoning from I-1 (Light Manufacturing and Warehousing District) to C-2 (Community Commercial District).

Planning and Zoning Commission (PZC):

The PZC met on April 9, 2024, to consider the Small-Scale Comprehensive Plan Future Land Use Map Amendment (CPA) and Rezoning. The PZC made a unanimous decision to recommend approval of the ordinances for the proposed Small Scale Comprehensive Plan Amendment from Heavy Industrial (HI) to Commercial (COMM) and corresponding Rezoning from I-1 (Light Manufacturing and Warehousing District) to C-2 (Community Commercial District).

Staff Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the ordinances for a Small-Scale Comprehensive Plan Future Land Use Map Amendment from Heavy Industrial (HI) to Commercial (COMM) and corresponding Rezoning from I-1 (Light Manufacturing and Warehousing District) to C-2 (Community Commercial District) for 1 Taylor Street.

Attachments:

1. Location Map
2. Aerial Map
3. Surrounding FLU Map
4. Surrounding Zoning Map
5. Small-Scale CPA Ordinance
6. Rezoning Ordinance

Financial Impacts:

None

Type of Item: First Reading

**1 Taylor Street CPA & Rezoning
Location Map**



1 Taylor Street 2022 Aerial Photography



1 Taylor Street Surrounding Future Land Use Map



Development Services
Department

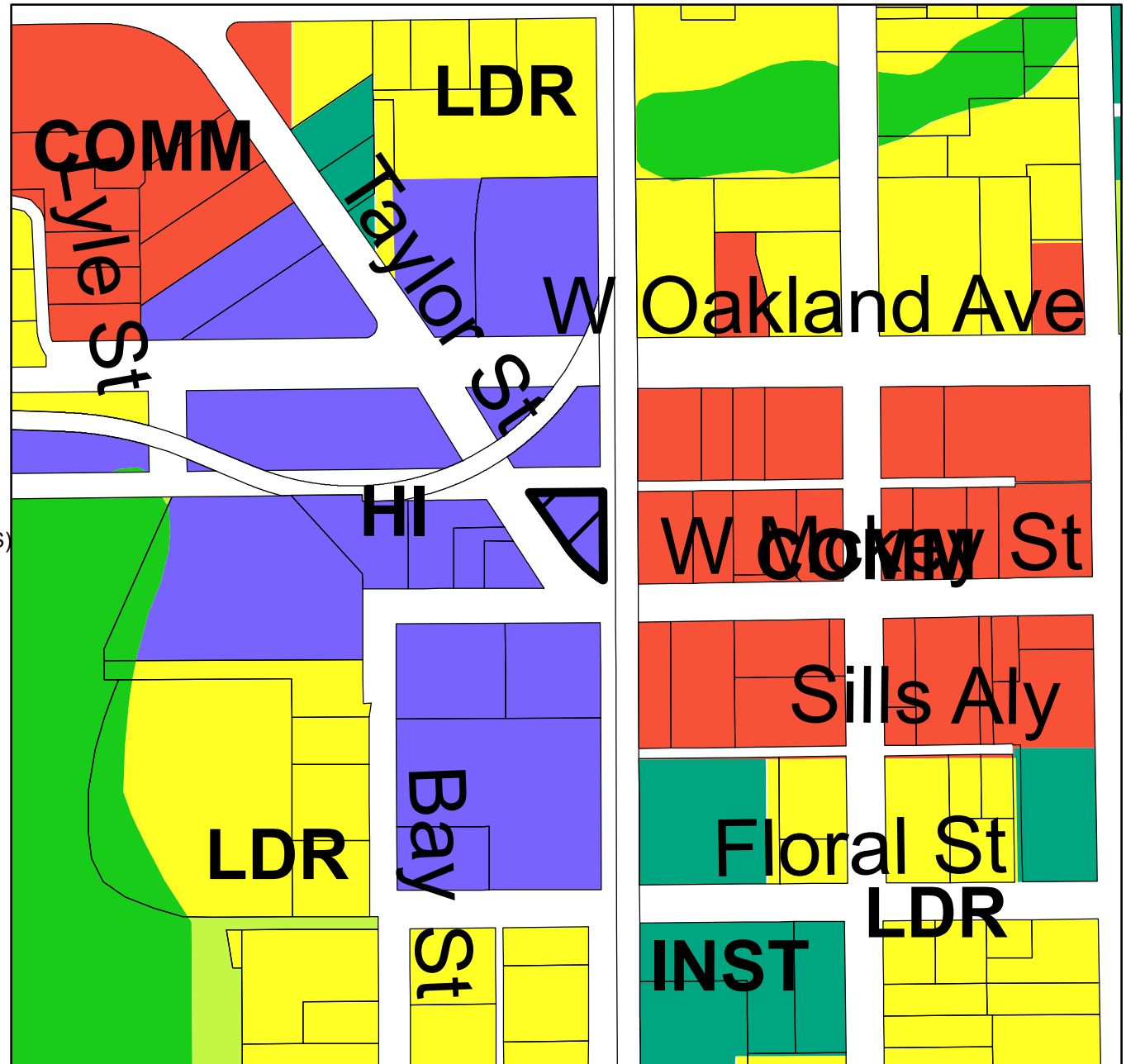
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Feet

Created: month year

 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)



1 Taylor Street Surrounding Zoning Map



Development Services
Department

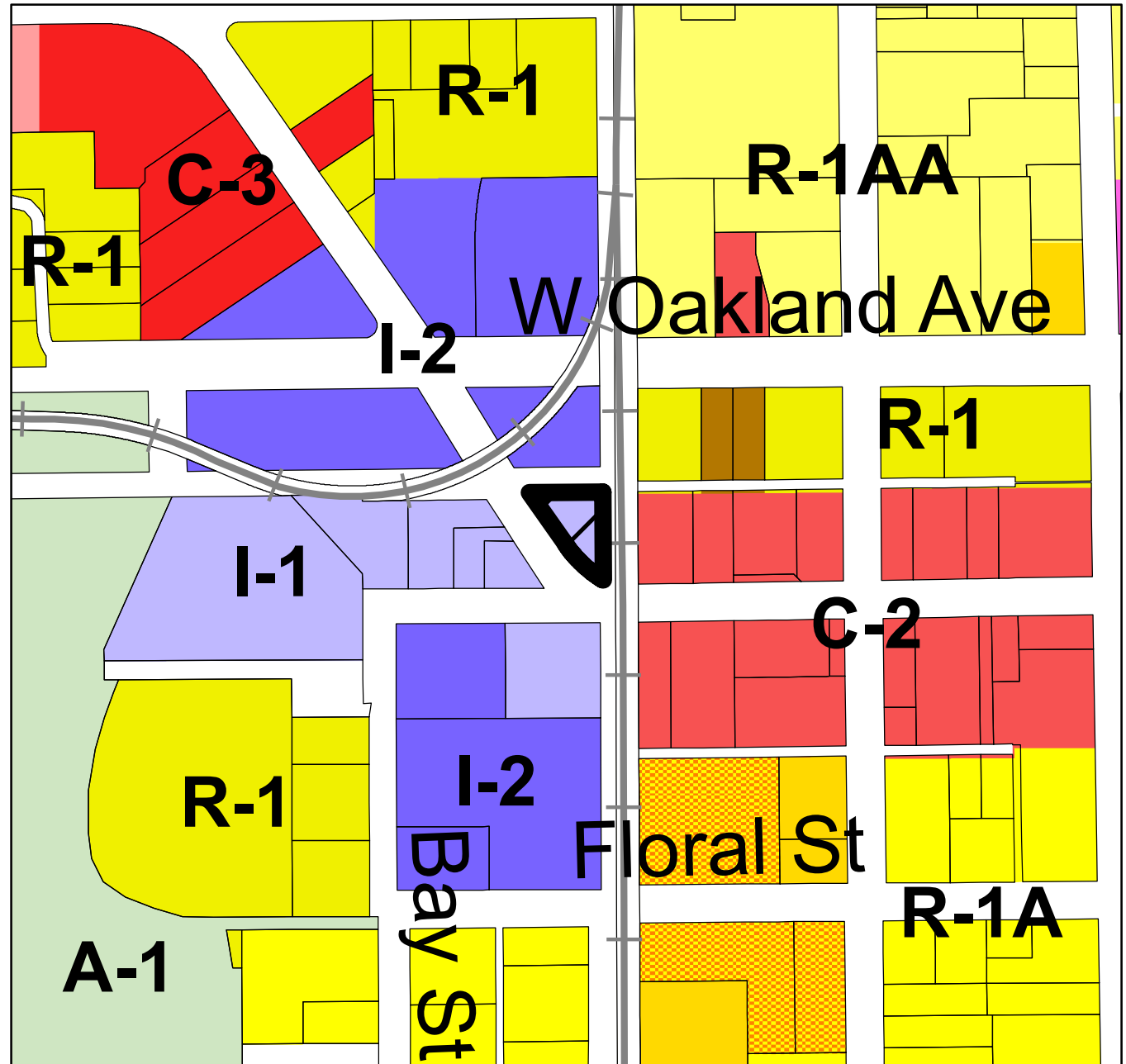
0 60 120 240
Feet

Created: month year

 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



**ORDINANCE NO. 2024-
(Small-Scale Comprehensive Plan Amendment – 1 Taylor Street)**

TAX PARCEL ID: 18-22-28-0000-00-049

CASE NO. CPA-2024-004: 1 Taylor Street 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 HEAVY INDUSTRIAL TO COMMERCIAL FOR CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.21 ACRES LOCATED AT 1 TAYLOR STREET ON THE NORTHEAST SIDE OF TAYLOR STREET, AT THE INTERSECTION OF TAYLOR STREET AND WEST MCKEY STREET; 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 18-22-28-0000-00-049, 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 High Industrial 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, April 9, 2024, to consider and make recommendation of said proposed Comprehensive Plan Amendment; and

WHEREAS, pursuant to Section 163.3184(11), Florida Statutes, on Tuesday, May 21, 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 Heavy Industrial (HI) 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 _____, 2024.
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

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

PARCEL ID NO.: 18-22-28-0000-00-049

EXHIBIT "B"



**ORDINANCE NO. 2024-
(Rezoning Ordinance - 1 Taylor Street)**

TAX PARCEL ID: 18-22-28-0000-00-049

CASE NO. RZ-24-03-02: 1 Taylor Street Rezoning

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM I-1 (LIGHT MANUFACTURING AND WAREHOUSING DISTRICT) TO C-2 (COMMUNITY COMMERCIAL DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.21 ACRES LOCATED AT 1 TAYLOR STREET ON THE NORTHEAST SIDE OF TAYLOR STREET, AT THE INTERSECTION OF TAYLOR STREET AND WEST MCKEY STREET; 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 properties 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 properties containing approximately 0.21 acres, more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof, from I-1 (Light Manufacturing and Warehousing District) to C-2 (Community Commercial District); 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 April 9, 2024, 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 May 21, 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 Properties described in **Exhibit “A”** containing approximately 0.21 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from I-1 (Light Manufacturing and Warehousing District) to C-2 (Community Commercial District). 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 lands 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.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2024
READ FIRST TIME _____, 2024.
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

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

PARCEL ID NO.: 18-22-28-0000-00-049

EXHIBIT "B"





STAFF REPORT

Meeting Date: May 7, 2024

Item #: 8

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: First Reading of Ordinance for 1102 & 1104 N. Lakewood Avenue - Lott Property Annexation; Project No. AX-03-24-01. (Zoning Manager Whitfield)

Background Summary:

Owner/Applicant: The property owner is Johnnie Paul Lott, Jr., and the applicant is Jaime Douglas.

Site Location: The property is located in Commission District 3 and is on the west side of North Lakewood Avenue, approximately 946 feet south of Wurst Road at its intersection with North Lakewood Avenue.

Property Size & Parcel Identification Number: The property consists of two (2) parcels totaling approximately 7.17 acres and assigned parcel ID numbers 07-22-28-0000-00-060 & 07-22-28-0000-00-057.

Existing Site Conditions: The table below summarizes the existing site conditions of the property.

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Unique Features/Overlay Districts
Low Density Residential (per JPA)	County A-1 (Citrus Rural District)	Small industrial warehouse building on parcel 07-22-28-0000-00-057 Parcel 07-22-28-0000-00-060 is vacant with scattered trees	None

The table below lists the jurisdictions, future land use designations, zoning districts, and existing uses of the surrounding properties.

Direction	Jurisdiction	Future Land Use Designation	Zoning	Existing Land Uses
North	Orange County	Low Density Residential	County A-1	Agriculture horse farm along western side of north boundary & single family

				residential home on eastern side of north boundary
South	City of Ocoee	Light Industrial	I-1	Wooded undeveloped parcel
East	Orange County	Low Density Residential	County R-2 (Residential District)	Single residential homes
West	City of Ocoee	Low Density Residential	City R-1AA	Undeveloped parcel with scattered trees

Proposed Development: The applicant is requesting an annexation. The initial rezoning to a City zoning classification is not being processed at this time, and as of the date of this staff report, the applicant has not submitted a proposed plan for development.

Consistency with Florida Statutes: With respect to the proposed annexation, Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex contiguous, compact, non-circuitous territory so long as it does not create an enclave. The subject property is bordered on its south and west sides by the City's jurisdictional limits and, as such, is contiguous to the City, and the annexation does not create an enclave. Instead, the annexation furthers the City's efforts to reduce existing enclaves within the city limits.

Consistency with JPA Agreement: The property is located within the Ocoee-Orange County Joint Planning Area (JPA), and the proposed annexation is consistent with the terms of the JPA Agreement.

Consistency with Adopted Comprehensive Plan: The annexation is consistent with Future Land Use Element (FLUE) Policy 2.5, which requires the City to consider requests for voluntary annexation when those lands are logical extensions of the existing City limits, when services can be adequately provided and when proposed uses are compatible with the City's Comprehensive Plan, the JPA Agreement, and the City's Annexation Policy.

Transportation and Access: The site is currently accessed by and will continue to be accessed by North Lakewood Avenue. Because there is no corresponding rezoning or proposed increase in entitlements, a traffic impact analysis is not required at this time.

Utilities: The Utilities Department has no issues with this annexation.

Stormwater: Not applicable.

Schools: Not applicable.

Public Safety: The nearest fire station is located within 1.8 miles, and fire emergency service is available in under five (5) minutes with a flow rate of 1,000 gallons per minute. The property is located within Police Grid 1, with a four (4) minute response time. The nearest police station is 2.9 miles away, and the average non-emergency travel time is 11 minutes.

Recreation and Open Space: Not applicable.

For more details, please see the attached Annexation and Feasibility Analysis document.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed Annexation of the 1102 and 1104 North Lakewood Avenue - Lott Property, assigned parcel ID numbers 07-22-28-0000-00-057 and 07-22-28-0000-00-060?

Recommendations:**Development Review Committee (DRC) Recommendation**

The DRC met on Tuesday, April 2, 2024, to consider this annexation, and identifying no issues, made a recommendation of approval.

Planning and Zoning Commission (PZC) Recommendation

The PZC met on Tuesday, April 9, 2024, to consider this annexation, and identifying no issues, made a unanimous recommendation of approval.

Staff Recommendation

Staff recommends the Honorable Mayor and City Commissioners approve the proposed ordinance for the Annexation of the 1102 and 1104 North Lakewood Avenue - Lott Property, assigned parcel ID numbers 07-22-28-0000-00-057 and 07-22-28-0000-00-060.

Attachments:

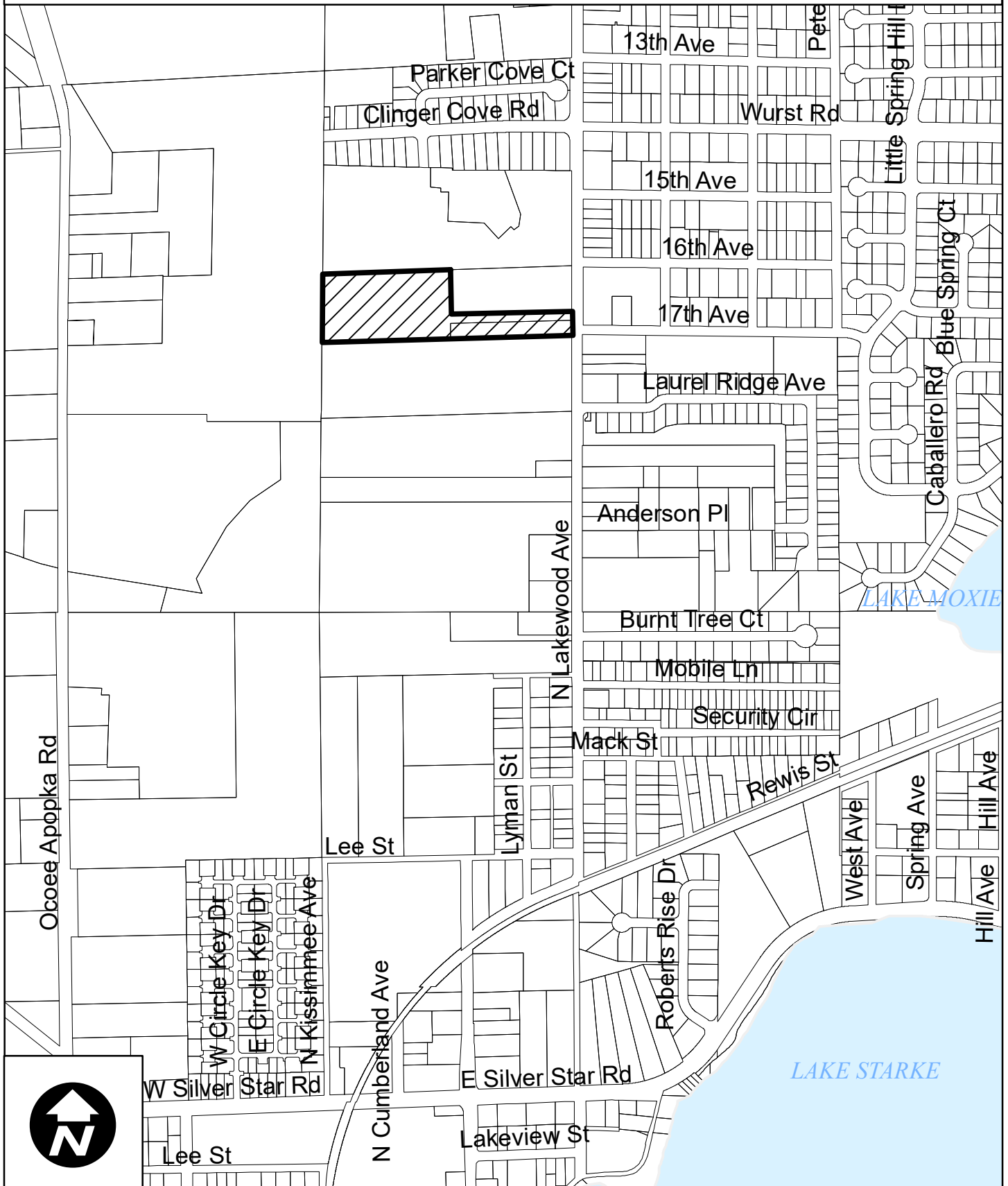
1. Location Map
2. Aerial Map
3. FLUM
4. Zoning Map
5. Annexation and Rezoning Feasibility Report
6. Survey - Parcel 57
7. Survey - Parcel 60
8. Ordinance

Financial Impacts:

N/A

Type of Item: First Reading

1102 & 1104 N Lakewood Ave Annexation Location Map



1102 & 1104 N Lakewood Ave - Lott Property 2022 Aerial Photography



1102 & 1104 N Lakewood Ave - Lott Property Surrounding Future Land Use Map



Development Services
Department

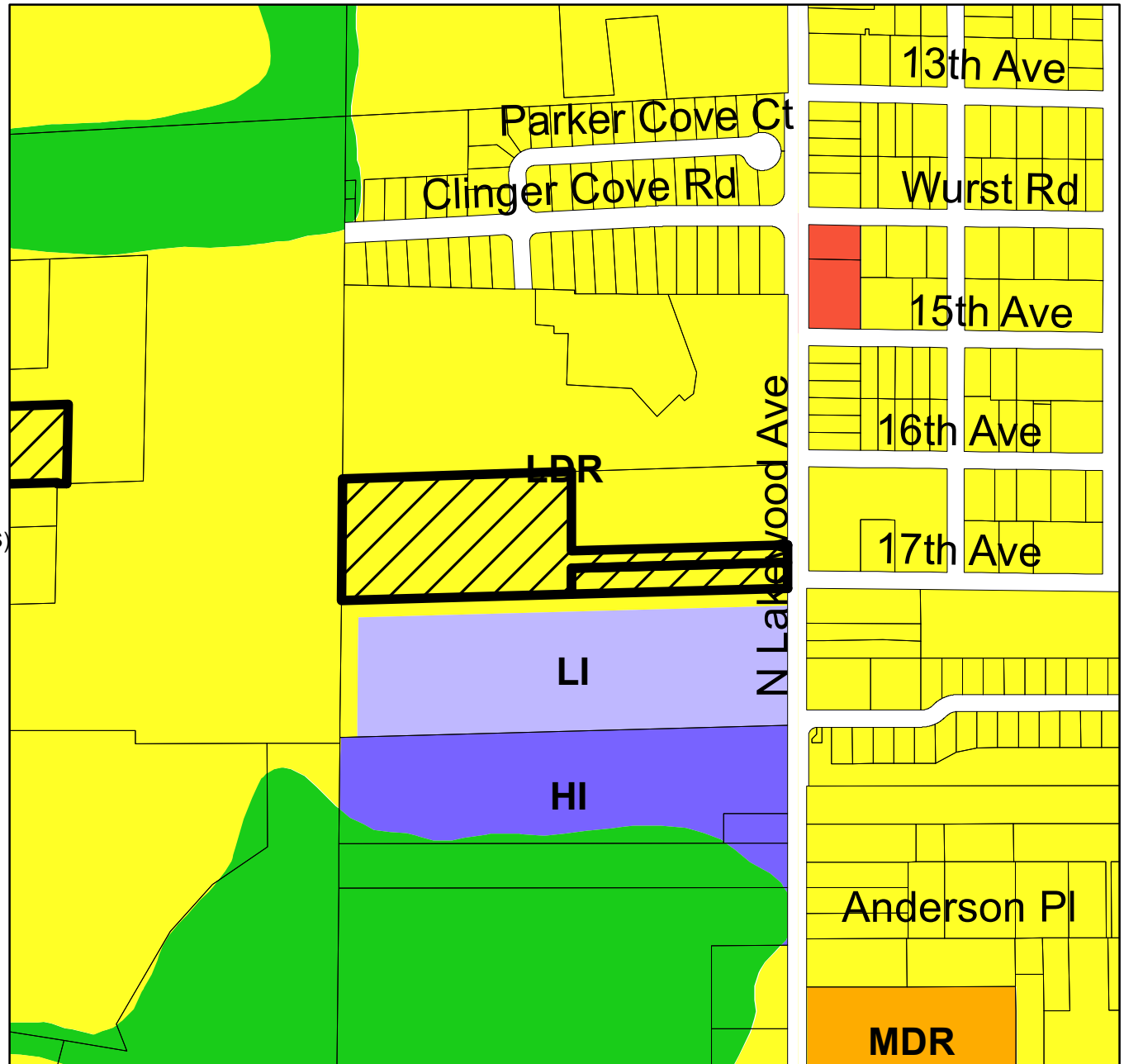
0 112.5 225 450
Feet

Created: month year

 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)



1102 & 1104 N Lakewood Avenue - Lott Property Surrounding Zoning Map



Development Services
Department

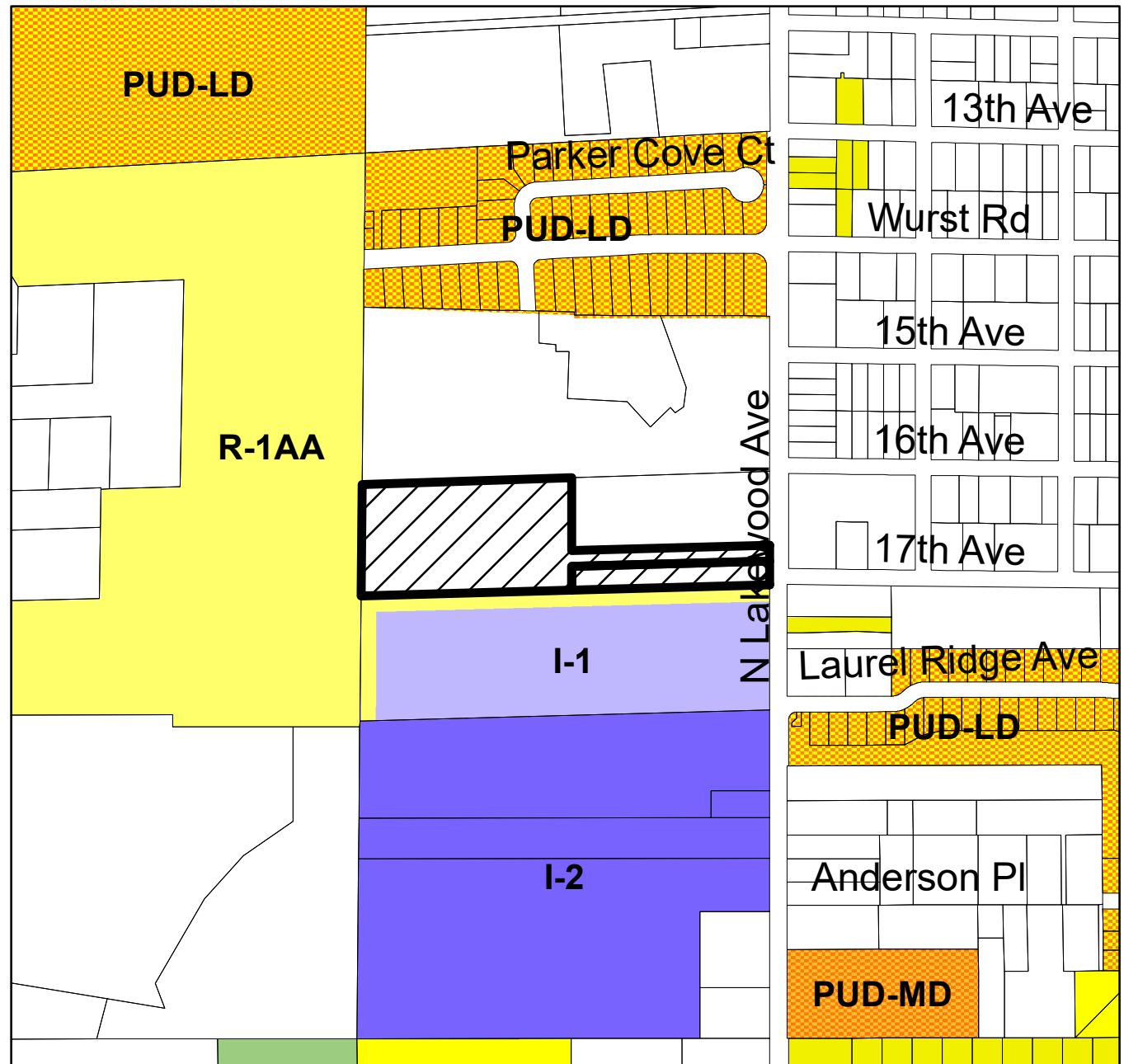
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Feet

Created: month year

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



CITY OF OCOEE

ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-03-24-01 (SAGE # 2024-0017)

APPLICANT NAME: Jaime Douglas

PROJECT NAME: 1102 & 1104 N LAKEWOOD AVE – LOTT PROPERTY ANNEXATION

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT

Anoch Whitfield, Zoning Manager

A. Applicant/Owner

1. Owner (if different from Applicant):	Johnnie Paul Lott, Jr.
---	------------------------

B. Property Location

1. General Location:	The properties are generally located on the west side of N. Lakewood Ave., approximately 946 feet south of intersection of Wurst Rd. and N. Lakewood Ave.
2. Parcel Identification Number:	07-22-28-0000-00-057 & 07-22-28-0000-00-060
3. Street Addresses:	To be determined
4. Size of Parcels:	7.17 acres (2 parcels)

C. Use Characteristics

1. Existing Use:	The larger parcel has a small industrial warehouse, and the smaller parcel is vacant.
2. Proposed use:	No proposed use submitted to the City at this time
3. Density / Intensity:	N/A
4. Projected Population:	N/A

D. Zoning and Land Use

1. Orange County Future Land Use:	Low Density Residential per JPA FLUM
2. Orange County Zoning:	A-1
3. Existing Ocoee Future Land Use:	Low Density Residential per JPA FLUM
4. Proposed Ocoee Zoning:	None at this time. Site will retain County A-1 until rezoning occurs

E. Consistency

1. Joint Planning Area:	Yes
2. Comprehensive Plan:	Yes

II. FIRE DEPARTMENT

1. Estimated Response Time:	Under 5 minutes
2. Distance to Property:	1.8 miles
3. Fire Flow Requirements:	1,000 gallons per minute

III. POLICE DEPARTMENT

1. Police Patrol Zone / Grid / Area:	1
2. Estimated Response Time:	4 mins
3. Distance to Property:	2.9 miles
3. Average Travel Time	11 mins

IV. ECONOMIC VALUE		Anoch Whitfield, Zoning Manager
1. Property Appraiser Market Value:	\$ 757,715 (combined)	
2. Property Appraiser Taxable Value	\$ 511,225 (combined)	
3. Estimated City Ad Valorem Taxes:	TBD	
4. Anticipated Licenses & Permits:	TBD	
5. Potential Impact Fees:	TBD	
6. Total Project Revenues:	TBD	

V. BUILDING DEPARTMENT	
1. Within the 100-year Flood Plain:	No

VI. UTILITIES		Jennifer Bolling, Engineering Manager
A. Potable Water		
1. In Ocoee Service Area:	Yes	
2. City Capable of Serving Area:	Yes	
3. Extension Needed:	No	
4. Location and Size of Nearest Water Main:	To Be Determined	
B. Sanitary Sewer		
1. In Ocoee Service Area:	Yes	
2. City Capable of Serving Area:	Yes	
3. Extension Needed:	Yes	
4. Location and Size of Nearest Force Main:	To BE Determined	
5. Annexation Agreement Needed:		
C. Other		
1. Utility Easement Needed:	Yes	
2. Private Lift Station Needed:	Yes or as determined by Utilities Department	
3. Well Protection Area Needed:	No	

VII. TRANSPORTATION		Anoch Whitfield, Zoning Manager
1. Paved Access:	Yes	
2. ROW Dedication:	To be determined	
3. Traffic Study:	Not required at this time for annexation	
4. Traffic Analysis Zone:		

VIII. PRELIMINARY CONCURRENCY EVALUATION

A. Transportation:	Full traffic impact analysis will be required prior to any non-residential development
B. Parks / Recreation:	Not applicable at this time
C. Water / Sewer:	Water is available; however, sewer is not available currently.
D. Stormwater:	To be provided on site at time of development
E. Solid Waste:	At this time, adequate solid waste capacity exists.
F. Impact Fees:	TBD at time of building permit

IX. SITE SPECIFIC ISSUES All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS Anoch Whitfield, Zoning Manager

The properties to be annexed border the City Limits on their south side, and the larger parcel is also bordered by the City on its west side; therefore, the annexation of these properties will further reduce the existing enclaves within the City limits. No part of the area to be annexed is included within the boundary of another municipality, and the properties being annexed will be developed for urban purposes. Therefore, this annexation is consistent with Section 171.043(1) & (2), Florida Statutes.

BEGIN AT THE SW CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, RUN THENCE NORTH 349.5 FEET, THENCE EAST 663 FEET, THENCE SOUTH 353.9 FEET, THENCE WEST 663.8 FEET TO POINT OF BEGINNING. CONTAINING FIVE ACRES MORE OR LESS AND

BEGINNING AT A POINT ON CENTER LINE OF CLARCONA ROAD 75 FEET NORTH OF THE SE CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, RUN THENCE WEST 656 FEET; THENCE NORTH 50 FEET; THENCE EAST 656 FEET, MORE OR LESS TO CENTER LINE OF CLARCONA ROAD, THENCE SOUTH TO POINT OF BEGINNING

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 07-22 SOUTH, RANGE 28 EAST AS BEING SOUTH 00°01'06" WEST (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY).

THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR OR SHOWN ON THIS BOUNDARY SURVEY THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE SUBJECT PROPERTY.

THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.

ADJOINING PARCEL OWNER AND RECORDING INFORMATION DELINEATED HEREON WAS OBTAINED FROM THE ORANGE COUNTY PROPERTY APPRAISER'S PUBLIC WEBSITE.

UNLESS OTHERWISE NOTED OR SHOWN HEREON, APPARENT AND/OR VISIBLE, UNOBSTRUCTED, ABOVE GROUND IMPROVEMENTS WERE LOCATED. UNDERGROUND IMPROVEMENTS, SUCH AS FOUNDATIONS AND UTILITIES, WERE NOT LOCATED, UNLESS NOTED OTHERWISE.

THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (SUBURBAN) 1 FOOT IN 7,500 FEET.

CONC	CONCRETE
E/P	EDGE OF PAVEMENT
PB	PLAT BOOK
PG(S)	PAGE(S)
LB	LICENSED BUSINESS
R/W	RIGHT OF WAY
PID	PARCEL IDENTIFICATION NUMBER
RCP	REINFORCED CONCRETE PIPE
C&G	CURB AND GUTTER
CLF	CHAIN LINK FENCE
IRC	IRON ROD & CAP
HWF	HOG WIRE FENCE
WRF	WOOD RAIL FENCE
WPP	WOOD POWER POLE
(D)	DEED
(M)	MEASURED
(C)	CALCULATED

-
- Map of the study area showing the proposed site location. The map includes a north arrow in the top left corner. The proposed site is a rectangular area outlined in black, located south of Clinger Cove Rd and west of N Lake Wood Ave. Surrounding streets include 12th Ave, 13th Ave, 15th Ave, 16th Ave, 17th Ave, Parker Cove Ct, Clinger Cove Rd, Wursth Rd, Butler Ave, Peters Ave, Laurel Ridge Ave, Basking Ridge Ct, and Burnt Tree Ct. The map also shows various building footprints and a large open area to the west of the site.

Drawing name: L:\Data\20230899\DWG\20230899 PARCEL 57 24x36-Bndy Sheet-1

FOR:

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

[illegible]

JOB #: 20230899
DATE: 03/08/2024
SCALE: 1" = 80'
CALC BY: DY
FIELD BY: TS
DRAWN BY: MCD
CHECKED BY: DY

SHEET 1 OF 1

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, RUN WEST 656 FEET, NORTH 75 FEET, EAST 656 FEET, SOUTH 75 FEET TO POINT OF BEGINNING; LESS THE EAST 30 FEET FOR ROAD.

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 07-22 SOUTH, RANGE 28 EAST AS BEING SOUTH 00°01'06" WEST (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)

THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR OR SHOWN ON THIS BOUNDARY SURVEY THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE SUBJECT PROPERTY.

THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.

THIS SURVEY 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.

UNLESS OTHERWISE NOTED OR SHOWN HEREON, THERE ARE NO APPARENT AND/OR UNOBSTRUCTED, ABOVE GROUND ENCROACHMENTS. THE DISPOSITION OF ANY POTENTIAL ENCROACHING IMPROVEMENTS SHOWN IS BEYOND THE PROFESSIONAL PURVIEW OF THE SURVEYOR AND SUBJECT TO LEGAL INTERPRETATION.

LAST DATE IN FIELD: FEBRUARY 29, 2024



CONC	CONCRETE		OHW	OVERHEAD ELECTRIC
E/P	EDGE OF PAVEMENT			FENCE LINE AS NOTED
PB	PLAT BOOK		TOB	TOP OF BANK
PG(S)	PAGE(S)		TOE	TOE OF SLOPE
LB	LICENSED BUSINESS			WELL
R/W	RIGHT OF WAY			WOODEN LIGHT POLE
PID	PARCEL IDENTIFICATION NUMBER			WOODEN POWER POLE
RCP	REINFORCED CONCRETE PIPE			GUY WIRE
C&G	CURB AND GUTTER			FOUND IRON ROD OR PIPE AS NOTED
CLF	CHAIN LINK FENCE			SET 1/2" IRON ROD OR NAIL & DISK LB#6723
IRC	IRON ROD & CAP			MAILBOX
(D)	DEED			TELECOMMUNICATION RISER
(M)	MEASURED			ASPHALT
(C)	CALCULATED			



PID: 07-22-28-0000-00-049
OWNER: ZACK INVESTMENTS LAKEWOOD
AVENUE LLC

SHEET 1 OF 1

**ORDINANCE NO. 2024-
(Annexation Ordinance for 1102 & 1104 N Lakewood Ave –
Lott Property)**

TAX PARCEL ID: 07-22-28-0000-00-057 & 07-22-28-0000-00-060

CASE NO. AX-03-24-01: 1102 & 1104 N Lakewood Avenue - Lott Property Annexation

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 7.17 ACRES LOCATED AT 1102 AND 1104 NORTH LAKEWOOD AVENUE ON THE WEST SIDE OF NORTH LAKEWOOD AVENUE, APPROXIMATELY 946 FEET SOUTH OF WURST ROAD AT ITS INTERSECTION WITH NORTH LAKEWOOD AVENUE AND ASSIGNED PARCEL ID NUMBERS 07-22-28-0000-00-057 AND 07-22-28-0000-00-060, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real properties located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 7.17 acres of property, as more particularly described in **Exhibit “A”** attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E), Article V, Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on April 9, 2024, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

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

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

**SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF**

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of

competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2024
READ FIRST TIME _____, 2024.
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 DESCRIPTIONS

PARCEL ID NO.: 07-22-28-0000-00-057

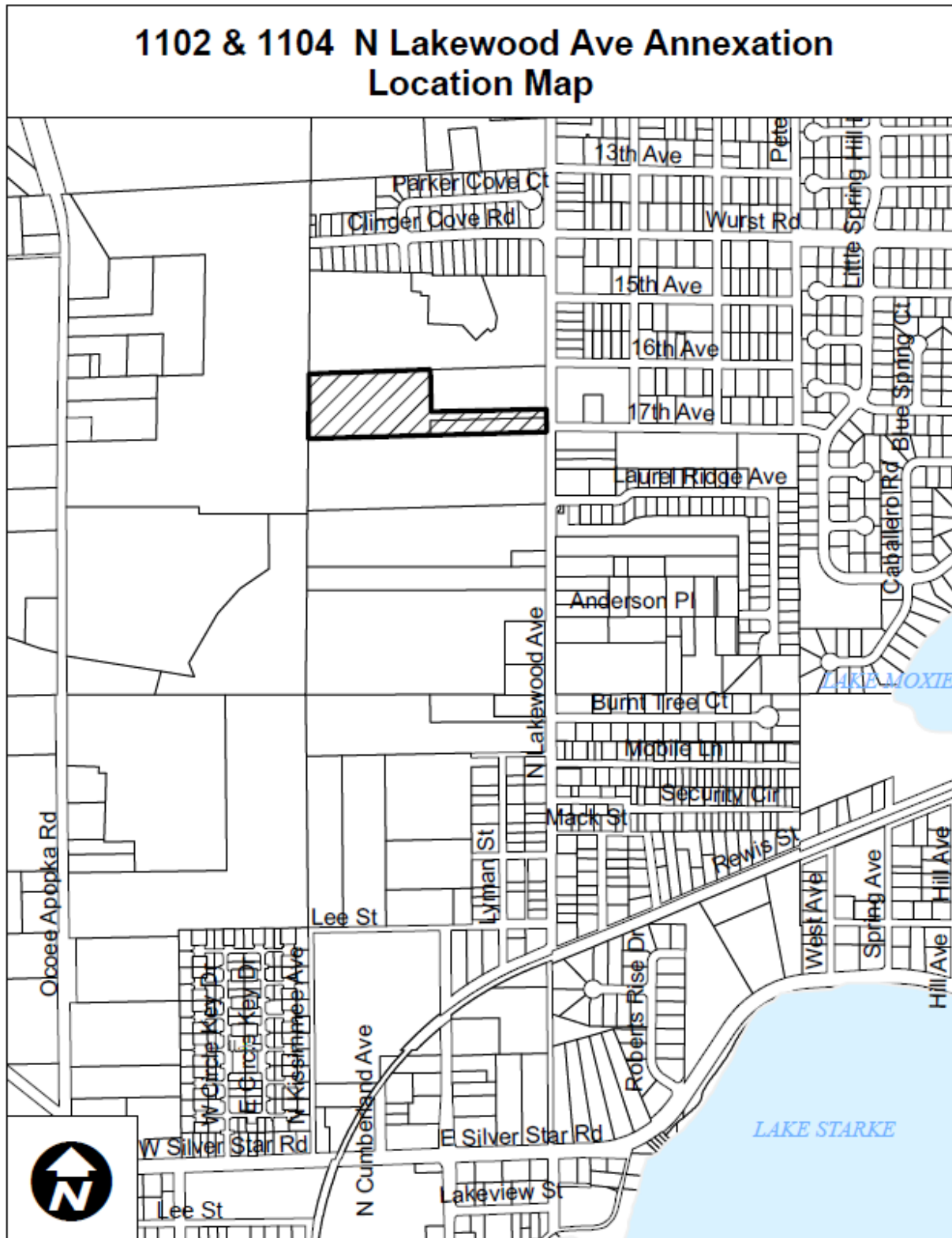
BEG SW COR NE1/4 OF SE1/4 N 349.5 FT E 663 FT S 353.9 FT W 663.8 FT TO POB & N 50 FT OF S 125 FT OF E1/2 OF NE1/4 OF SE1/4 OF SEC 07-22-28

PARCEL ID NO.: 07-22-28-0000-00-060

BEG AT SE COR OF NE1/4 OF SE1/4 RUN W 656 FT N 75 FT E 656 FT S 75 FT TO POB (LESS E 30 FT FOR R/W) IN SEC 07-22-28

EXHIBIT "B"

LOCATION MAP





STAFF REPORT

Meeting Date: May 7, 2024

Item #: 9

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: First Reading of Ordinance for 1305 & 1113 Ocoee Apopka Road - MDTL Enterprise LLC Property Annexation; Project No. AX-03-24-02. (Zoning Manager Whitfield)

Background Summary:

Owner/Applicant: The property owner is MDTL Enterprise LLC, represented by Jaime Douglas.

Site Location: The property is located in Commission District 3 and is on the east side of Ocoee Apopka Road, approximately 2,616 feet south of Fullers Cross Road at its intersection with Ocoee Apopka Road.

Property Size & Parcel Identification Number: The property consists of two (2) parcels totaling approximately 4.32 acres and assigned parcel ID numbers 07-22-28-0000-039 and 07-22-28-0000-00-041.

Existing Site Conditions: The table below summarizes the existing site conditions of the property.

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Unique Features/Overlay Districts
Low Density Residential (per JPA)	County A-1 (Citrus Rural District)	Both parcels are vacant and generally used for agriculture purposes	None

The table below lists the jurisdictions, future land use designations, zoning districts, and existing uses of the surrounding properties.

Direction	Jurisdiction	Future Land Use Designation	Zoning	Existing Land Uses
North	City of Ocoee	Low Density Residential	R-1AA	Vacant, wooded parcel
South	Orange County	Low Density Residential	A-1	Agriculture operations

East	Orange County	Low Density Residential	A-1	Agriculture operations
West	City of Ocoee	Light Industrial	PUD-IND	Light Industrial/Flex Warehouse Development

Proposed Development: The applicant is requesting an annexation. The initial rezoning to a City zoning classification is not being processed at this time, and as of the date of this staff report, the applicant has not submitted a proposed plan for development.

Consistency with Florida Statutes: With respect to the proposed annexation, Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex contiguous, compact, non-circuitous territory so long as it does not create an enclave. The subject property is bordered on its north and west sides by the City's jurisdictional limits and, as such, is contiguous to the City, and the annexation does not create an enclave. Instead, the annexation furthers the City's efforts to reduce existing enclaves within the city limits.

Consistency with JPA Agreement: The property is located within the Ocoee-Orange County Joint Planning Area (JPA), and the proposed annexation is consistent with the terms of the JPA Agreement.

Consistency with Adopted Comprehensive Plan: The annexation is consistent with Future Land Use Element (FLUE) Policy 2.5, which requires the City to consider requests for voluntary annexation when those lands are logical extensions of the existing City limits, when services can be adequately provided and when proposed uses are compatible with the City's Comprehensive Plan, the JPA Agreement, and the City's Annexation Policy.

Transportation and Access: The site is currently accessed by and will continue to be accessed by Ocoee Apopka Road. Because there is no corresponding rezoning or proposed increase in entitlements, a traffic impact analysis is not required at this time.

Utilities: The Utilities Department has no issues with this annexation.

Stormwater: Not applicable.

Schools: Not applicable.

Public Safety: Fire emergency service is available in under five (5) minutes with a flow rate of 1,000 gallons per minute. The property is located within Police Grid 1, with a four (4) minute response time. The nearest police station is 4 miles away, and the average non-emergency travel time is 11 minutes.

Recreation and Open Space: Not applicable.

For more details, please see the attached Annexation and Feasibility Analysis document.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinance for the proposed Annexation of the 1305 and 1113 Ocoee Apopka Road - MDTL Enterprise LLC Property, assigned parcel ID numbers 07-22-28-0000-00-039 and 07-22-28-0000-00-041?

Recommendations:

Development Review Committee (DRC) Recommendation

The DRC met on Tuesday, April 2, 2024, to consider this annexation, and identifying no issues, made a recommendation of approval.

Planning and Zoning Commission (PZC) Recommendation

The PZC met on Tuesday, April 9, 2024, to consider this annexation, and identifying no issues, made a recommendation of approval.

Staff Recommendation

Staff recommends the Honorable Mayor and City Commissioners approve the proposed ordinance for the Annexation of the 1305 and 1113 Ocoee Apopka Road - MDTL Enterprise LLC Property, assigned parcel ID numbers 07-22-28-0000-00-039 and 07-22-28-0000-00-041.

Attachments:

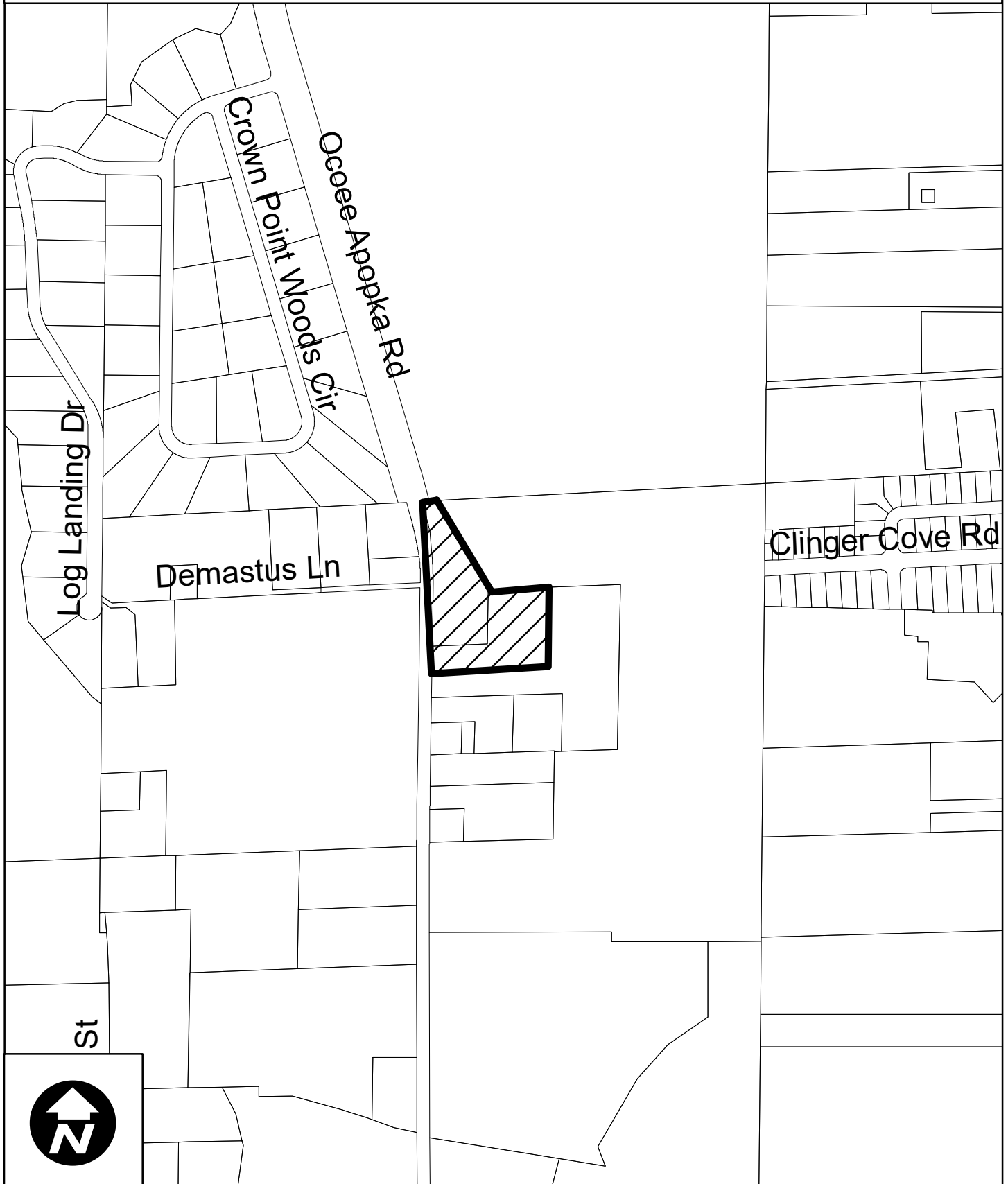
1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Annexation and Rezoning Feasibility Report
6. Survey - Parcel 41
7. Survey - Parcel 39
8. Ordinance

Financial Impacts:

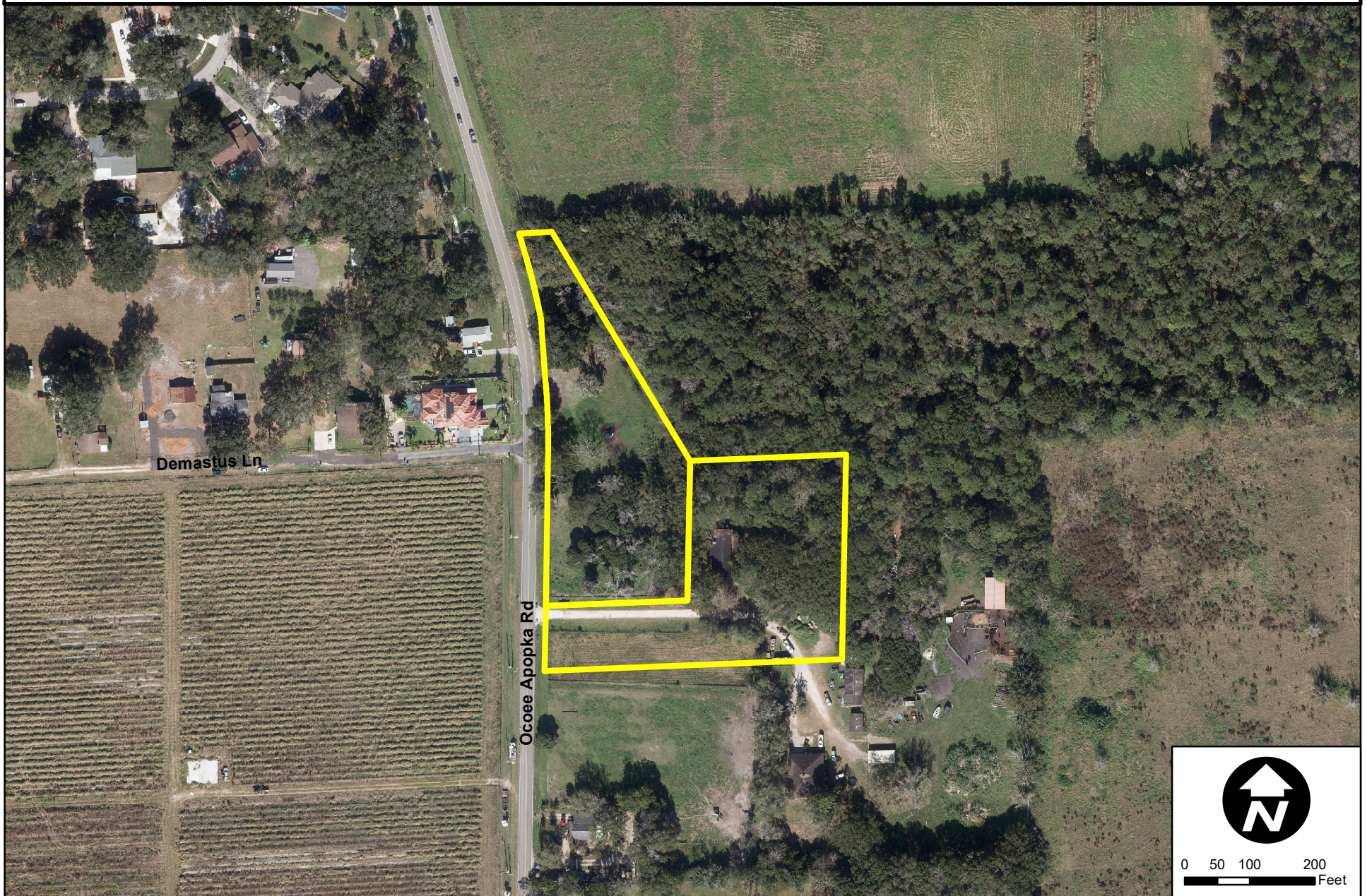
N/A

Type of Item: First Reading

1305 & 1113 Ocoee Apopka Road Annexation Location Map



1305 & 1113 Ocoee Apopka Road - MDTL Enterprise LLC Property 2022 Aerial Photography



0 50 100 200
Feet

1305 & 1113 Ocoee Apopka Road - MDTL Enterprise LLC Property Surrounding Future Land Use Map



Ocoee
Development Services
Department

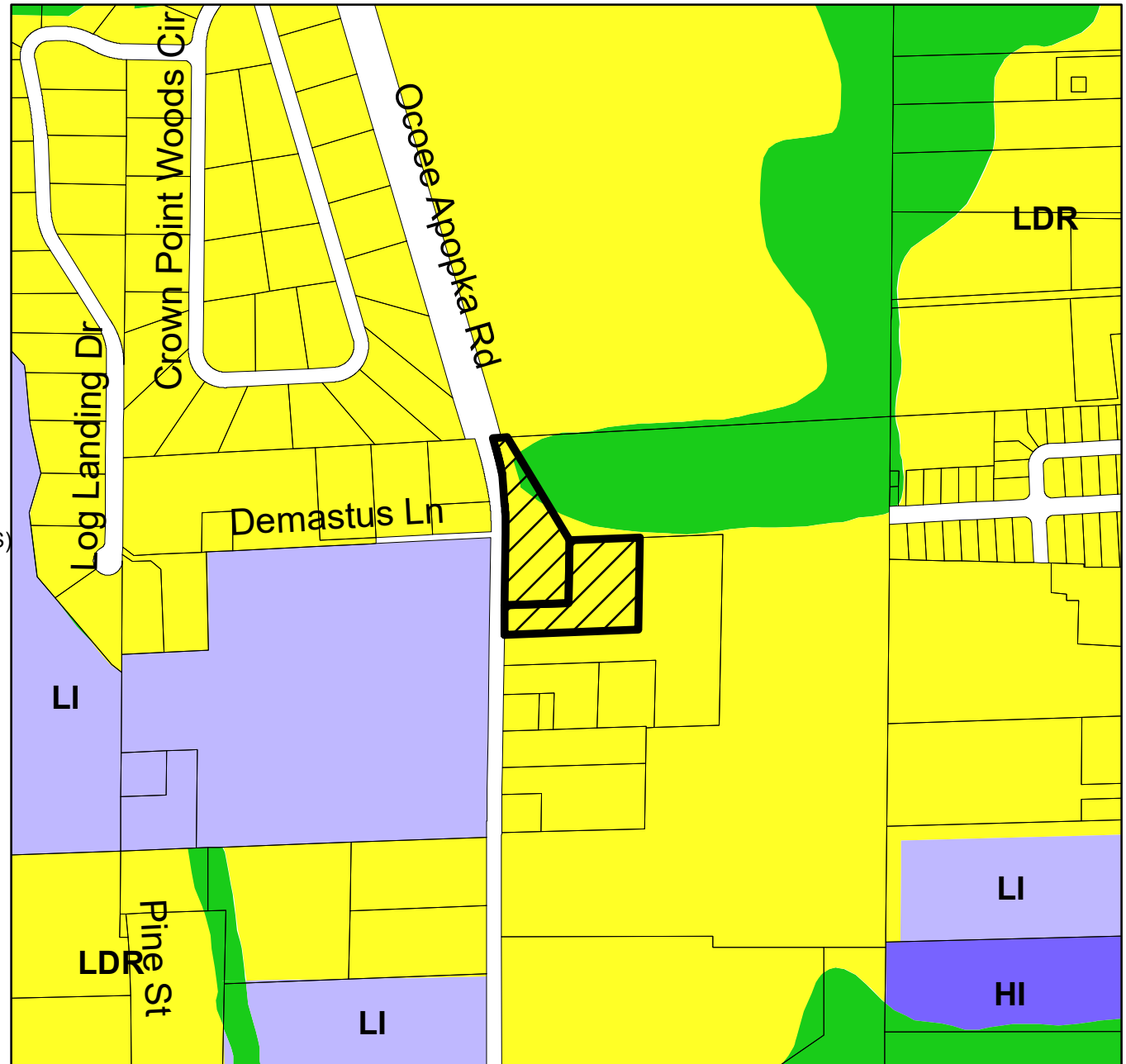
0 130 260 520
Feet

Created: month year

 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)



1305 & 1113 Ocoee Apopka Road - MDTL Enterprise LLC Property Surrounding Zoning Map



Development Services
Department

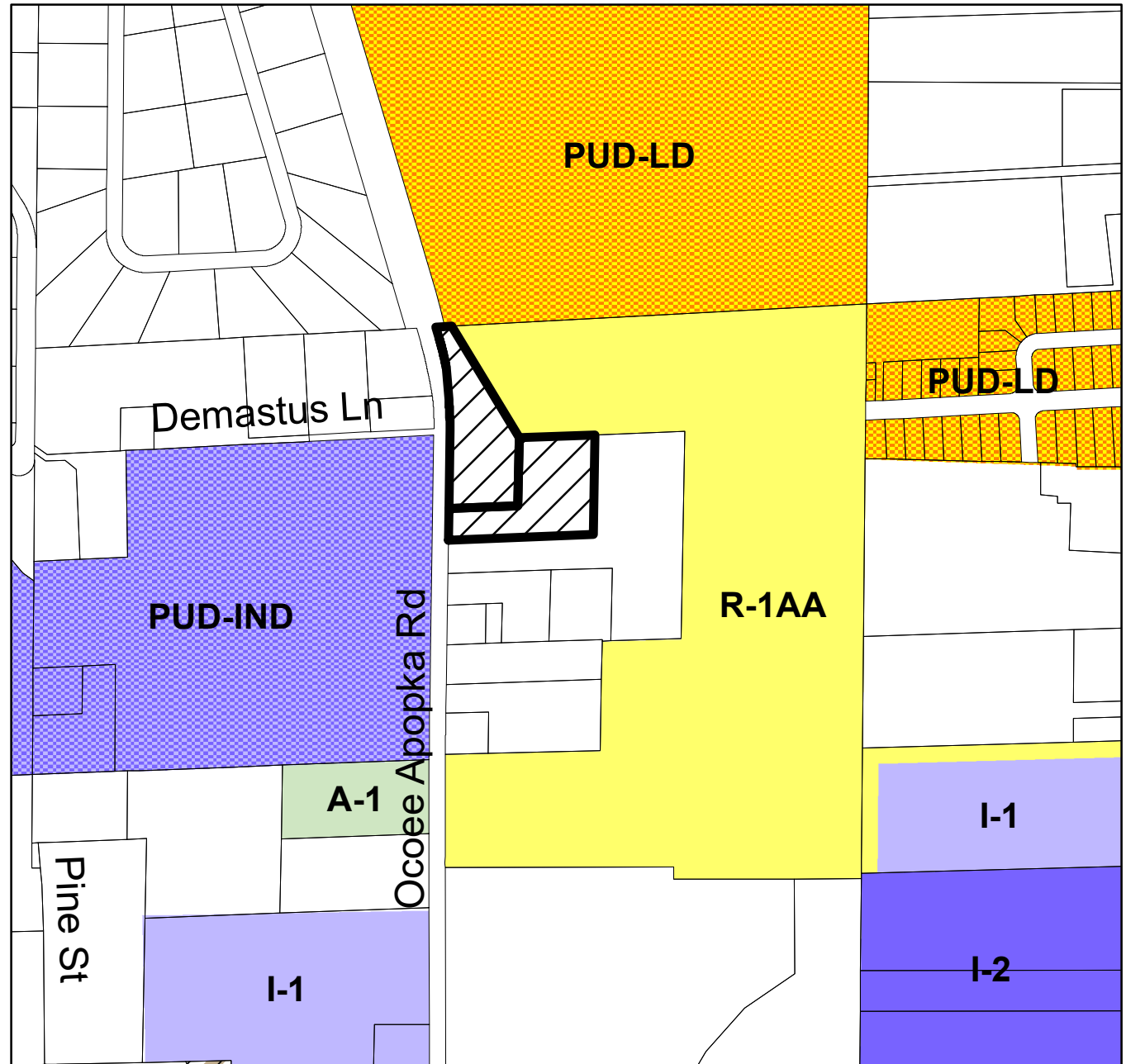
0 120 240 480
Feet

Created: month year

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



CITY OF OCOEE

ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-03-24-04 (SAGE # 2024-0016)

APPLICANT NAME: Jaime Douglas

PROJECT NAME: MDTL ENTERPRISE LLC PROPERTY ANNEXATION

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT

Anoch Whitfield, Zoning Manager

A. Applicant/Owner

1. Owner (if different from Applicant):	MTDL Enterprise, LLC
---	----------------------

B. Property Location

1. General Location:	The properties are generally located on the east side of Ocoee Apopka Rd., approximately 2,616 feet south of Fullers Cross Rd. at the intersection of Ocoee Apopka Rd.
2. Parcel Identification Number:	07-22-28-0000-00-039 & 07-22-28-0000-00-041
3. Street Addresses:	1305 & 1113 Ocoee Apopka Road
4. Size of Parcels:	4.32 acres (2 parcels)

C. Use Characteristics

1. Existing Use:	Both parcels are vacant and generally used for agriculture purposes
2. Proposed use:	No proposed use submitted to the City at this time
3. Density / Intensity:	N/A
4. Projected Population:	N/A

D. Zoning and Land Use

1. Orange County Future Land Use:	Low Density Residential per JPA FLUM
2. Orange County Zoning:	A-1
3. Existing Ocoee Future Land Use:	Low Density Residential per JPA FLUM
4. Proposed Ocoee Zoning:	None at this time. Site will retain County A-1 until rezoning occurs

E. Consistency

1. Joint Planning Area:	Yes
2. Comprehensive Plan:	Yes

II. FIRE DEPARTMENT

1. Estimated Response Time:	Average 5 minutes
2. Distance to Property:	
3. Fire Flow Requirements:	1,000 gallons per minute

III. POLICE DEPARTMENT

1. Police Patrol Zone / Grid / Area:	1
2. Estimated Response Time:	4 mins
3. Distance to Property:	4 miles
3. Average Travel Time	11 mins

IV. ECONOMIC VALUE	Anoch Whitfield, Zoning Manager
---------------------------	---------------------------------

1. Property Appraiser Market Value:	\$ 350,094 (combined)
2. Property Appraiser Taxable Value	\$ 175,853 (combined)
3. Estimated City Ad Valorem Taxes:	TBD
4. Anticipated Licenses & Permits:	TBD
5. Potential Impact Fees:	TBD
6. Total Project Revenues:	TBD

V. BUILDING DEPARTMENT	
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1. Within the 100-year Flood Plain:	No
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VI. UTILITIES	Jennifer Bolling, Engineering Manager
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A. Potable Water	
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1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	No
4. Location and Size of Nearest Water Main:	To Be Determined

B. Sanitary Sewer	
--------------------------	--

1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	Yes
4. Location and Size of Nearest Force Main:	To Be Determined
5. Annexation Agreement Needed:	

C. Other	
-----------------	--

1. Utility Easement Needed:	Yes
2. Private Lift Station Needed:	Yes or as determined by Utilities Department
3. Well Protection Area Needed:	No

VII. TRANSPORTATION	Anoch Whitfield, Zoning Manager
----------------------------	---------------------------------

1. Paved Access:	Yes
2. ROW Dedication:	To be determined
3. Traffic Study:	Not required at this time for annexation
4. Traffic Analysis Zone:	

VIII. PRELIMINARY CONCURRENCY EVALUATION	
A. Transportation:	Full traffic impact analysis will be required prior to any non-residential development
B. Parks / Recreation:	Not applicable at this time
C. Water / Sewer:	Water is available; however, sewer is not available currently.
D. Stormwater:	To be provided on site at time of development
E. Solid Waste:	At this time, adequate solid waste capacity exists.
F. Impact Fees:	TBD at time of building permit

IX. SITE SPECIFIC ISSUES	All Departments
--------------------------	-----------------

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS	Anoch Whitfield, Zoning Manager
--	---------------------------------

The properties to be annexed border the City Limits on their north side; therefore, the annexation of these properties will further reduce the existing enclaves within the City limits. No part of the area to be annexed is included within the boundary of another municipality, and the properties being annexed will be developed for urban purposes. Therefore, this annexation is consistent with Section 171.043(1) & (2), Florida Statutes.

BEGIN 574.86 FEET SOUTH 1 DEGREE WEST FROM THE CENTER OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN THE NORTH 89 DEGREES EAST 219.78 FEET, THENCE NORTH 1 DEGREE EAST 214.5 FEET, THENCE NORTH 87 DEGREES EAST 239.66 FEET, THENCE SOUTH 1 DEGREE WEST 314.53 FEET, THENCE SOUTH 87 DEGREES WEST 458.80 FEET, THENCE NORTH 100 FEET TO THE POINT OF BEGINNING, LESS THE WEST 30 FEET FOR ROAD RIGHT OF WAY.

BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE LINE OF OCOEE APOPKA ROAD AS BEING NORTH 00°49'08" EAST (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)

THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR OR SHOWN ON THIS BOUNDARY SURVEY THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE SUBJECT PROPERTY.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE.

THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.

THIS SURVEY 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.

UNLESS OTHERWISE NOTED OR SHOWN HEREON, APPARENT AND/OR VISIBLE, UNOBSTRUCTED, ABOVE GROUND IMPROVEMENTS WERE LOCATED. UNDERGROUND IMPROVEMENTS, SUCH AS FOUNDATIONS AND UTILITIES, WERE NOT LOCATED, UNLESS NOTED OTHERWISE.

UNLESS OTHERWISE NOTED OR SHOWN HEREON, THERE ARE NO APPARENT AND/OR UNOBSTRUCTED, ABOVE GROUND ENCROACHMENTS. THE DISPOSITION OF ANY POTENTIAL ENCROACHING IMPROVEMENTS SHOWN IS BEYOND THE PROFESSIONAL PURVIEW OF THE SURVEYOR AND SUBJECT TO LEGAL INTERPRETATION.

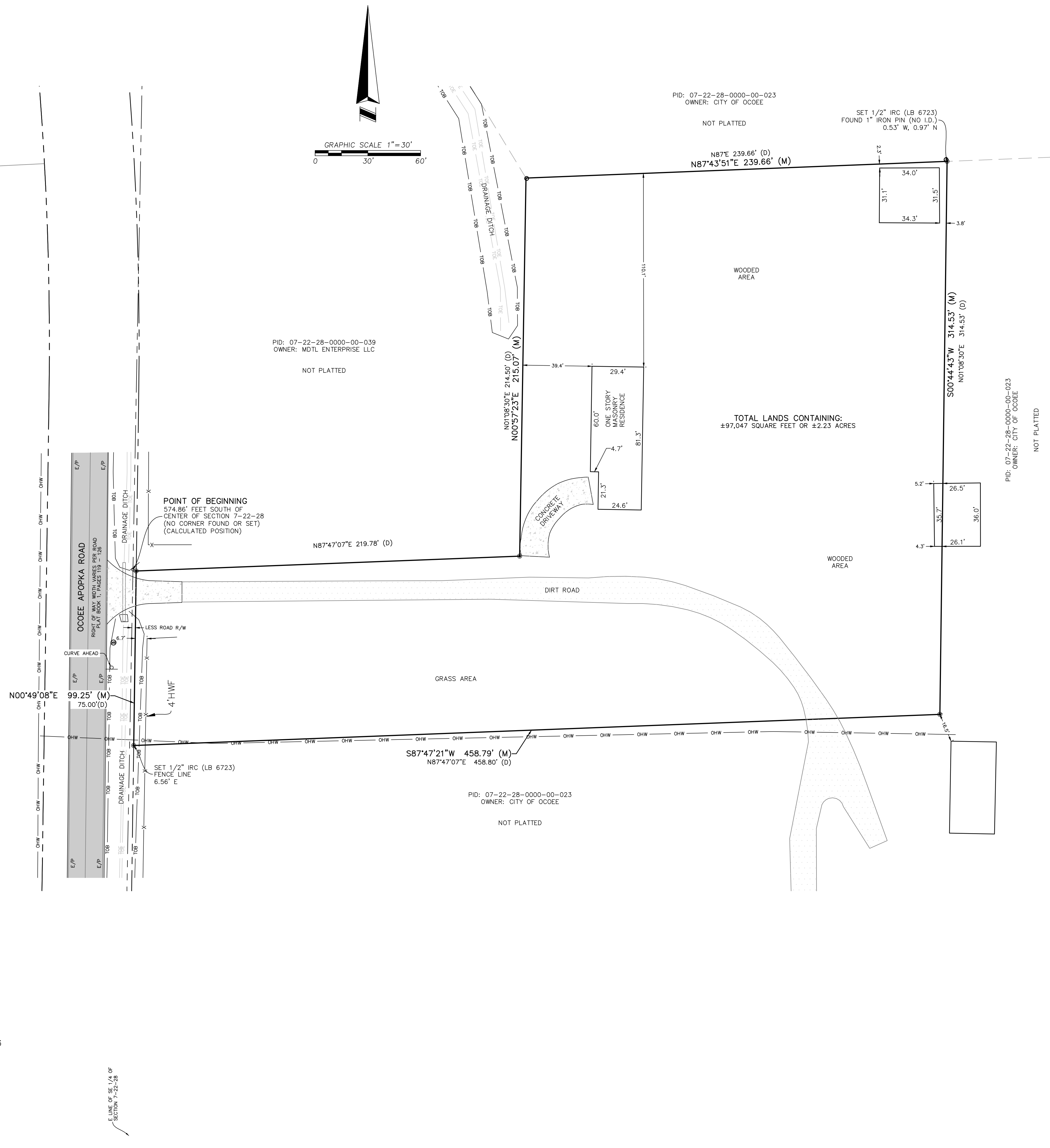
THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (SUBURBAN) 1 FOOT IN 7,500 FEET.

CONC	CONCRETE		OHW	OVERHEAD ELECTRIC
E/P	EDGE OF PAVEMENT		X	FENCE LINE AS NOTED
PB	PLAT BOOK		TOB	TOP OF BANK
PG(S)	PAGE(S)		TOE	TOE OF SLOPE
LB	LICENSED BUSINESS			
R/W	RIGHT OF WAY			SINGLE STAND SIGN
PID	PARCEL IDENTIFICATION NUMBER			WOODEN POWER POLE
RCP	REINFORCED CONCRETE PIPE			GUY WIRE
C&G	CURB AND GUTTER			FOUND IRON ROD OR PIPE AS NOTED
CLF	CHAIN LINK FENCE			SET 1/2" IRON ROD OR NAIL & DISK LB#6723
IRC	IRON ROD & CAP			MAILBOX
(D)	DEED			
(M)	MEASURED			ASPHALT
(C)	CALCULATED			

— OHW —	OVERHEAD ELECTRIC
— X —	FENCE LINE AS NOTED
— TOB —	TOP OF BANK
— TOE —	TOE OF SLOPE

	SINGLE STAND SIGN
	WOODEN POWER POLE
	GUY WIRE
	FOUND IRON ROD OR PIPE AS NOTED
	SET 1/2" IRON ROD OR NAIL & DISK
	MAILBOX

 ASPHALT
 DIRT/GRAVEL
 DIRT/GRAVEL



16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 3478
(407) 654-5355 LB#6723

BOUNDARY SURVEY
OF
PARCEL ID: 07-22-28-0000-00-041
SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA

AFCOM

2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812 2813 2814 2815 2816 2817 2

JAMES I. BICKMAN DCM JEG32

[illegible]

JOB #: 20230899
DATE: 03/08/2024
SCALE: 1" = 30'
CALC BY: DY
FIELD BY: TS
DRAWN BY: MCD
CHECKED BY: DY

SHEET 1 OF 1

BEGINNING ON THE WEST BOUNDARY OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AT A POINT 31.60 CHAINS NORTH OF THE QUARTER SECTION POST STANDING ON THE SOUTH BOUNDARY OF SAID SECTION 7, RUN EAST 3.33 CHAINS; THENCE NORTH 3.25 CHAINS; THENCE NORTHWESTWARDLY TO THE NORTHWEST CORNER OF THE SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 8.71 CHAINS, MORE OR LESS, TO PLACE OF BEGINNING.

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, RUN THENCE WEST 83 FEET TO A POINT ON THE CENTER LINE OF THE OCOEE-APOPKA HARD ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF SAID ROAD, A DISTANCE OF 303.7 FEET; THENCE NORTH 88 DEGREES 35 MINUTES EAST 197.95 FEET; THENCE NORTH 27 DEGREES 01 MINUTES WEST 331.52 FEET TO THE POINT OF BEGINNING, LESS THE RIGHT OF WAY OF OCOEE-APOPKA HARD ROAD.

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 07-22 SOUTH, RANGE 28 EAST AS BEING SOUTH 01°04'14" WEST (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)

THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR OR SHOWN ON THIS BOUNDARY SURVEY THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE SUBJECT PROPERTY.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE.

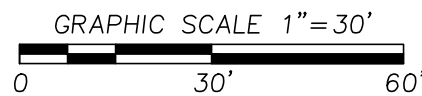
THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES LISTED HEREON AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

UNLESS OTHERWISE NOTED OR SHOWN HEREON, APPARENT AND/OR VISIBLE, UNOBSTRUCTED, ABOVE GROUND IMPROVEMENTS WERE LOCATED. UNDERGROUND IMPROVEMENTS, SUCH AS FOUNDATIONS AND UTILITIES, WERE NOT LOCATED, UNLESS NOTED OTHERWISE.

THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (SUBURBAN) 1 FOOT IN 7,500 FEET.

VICINITY MAP
NOT TO SCALE

CONC	CONCRETE		OVERHEAD ELECTRIC
E/P	EDGE OF PAVEMENT		FENCE LINE AS NOTED
PB	PLAT BOOK		TOP OF BANK
PG(S)	PAGE(S)		TOE OF SLOPE
LB	LICENSED BUSINESS		
R/W	RIGHT OF WAY		SINGLE STAND SIGN
PID	PARCEL IDENTIFICATION NUMBER		WOODEN POWER POLE
RCP	REINFORCED CONCRETE PIPE		GUY WIRE
C&G	CURB AND GUTTER		FOUND IRON ROD OR PIPE AS NOTED
CLF	CHAIN LINK FENCE		SET 1/2" IRON ROD OR NAIL & DISK LB#6723
IRC	IRON ROD & CAP		MAILBOX
HWF	HOG WIRE FENCE		
CMP	CORRUGATED METAL PIPE		ASPHALT
PVC	POLYVINYL CHLORIDE		
(D)	DEED		DIRT/GRAVEL
(M)	MEASURED		
P.C.	POINT OF CURVATURE		DIRT/GRAVEL
P.T.	POINT OF TANGENCY		
N.T.	NOT TANGENT		



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BOUNDARY SURVEY
OF
PARCEL ID: 07-22-28-0000-00-039
SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA

AECOM

FOR:

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

DATE	REVISIONS
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JOB #: 20230899
DATE: 03/08/2024
SCALE: 1" = 50'
CALC BY: DY
FIELD BY: TS
DRAWN BY: MCD
CHECKED BY: DY

SHEET 1 OF 1

**ORDINANCE NO. 2024-
(Annexation Ordinance for 1305 & 1113 Ocoee Apopka Rd –
MDTL Enterprise LLC Property)**

**TAX PARCEL ID: 07-22-28-0000-00-039 &
07-22-28-0000-00-041**

**CASE NO. AX-03-24-02: 1305 & 1113 Ocoee Apopka Road –
MDTL Enterprise LLC Annexation**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 4.32 ACRES LOCATED AT 1305 AND 1113 OCOEE APOPKA ROAD APPROXIMATELY 2,616 FEET SOUTH OF FULLERS CROSS ROAD AT ITS INTERSECTION WITH NORTH LAKEWOOD AVENUE AND ASSIGNED PARCEL ID NUMBERS 07-22-28-0000-00-039 AND 07-22-28-0000-00-041, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real properties located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 4.32 acres of property, as more particularly described in **Exhibit “A”** attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E), Article V, Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on April 9, 2024, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

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

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

**SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF**

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of

competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2024
READ FIRST TIME _____, 2024.
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 DESCRIPTIONS

PARCEL ID NO.: 07-22-28-0000-00-039

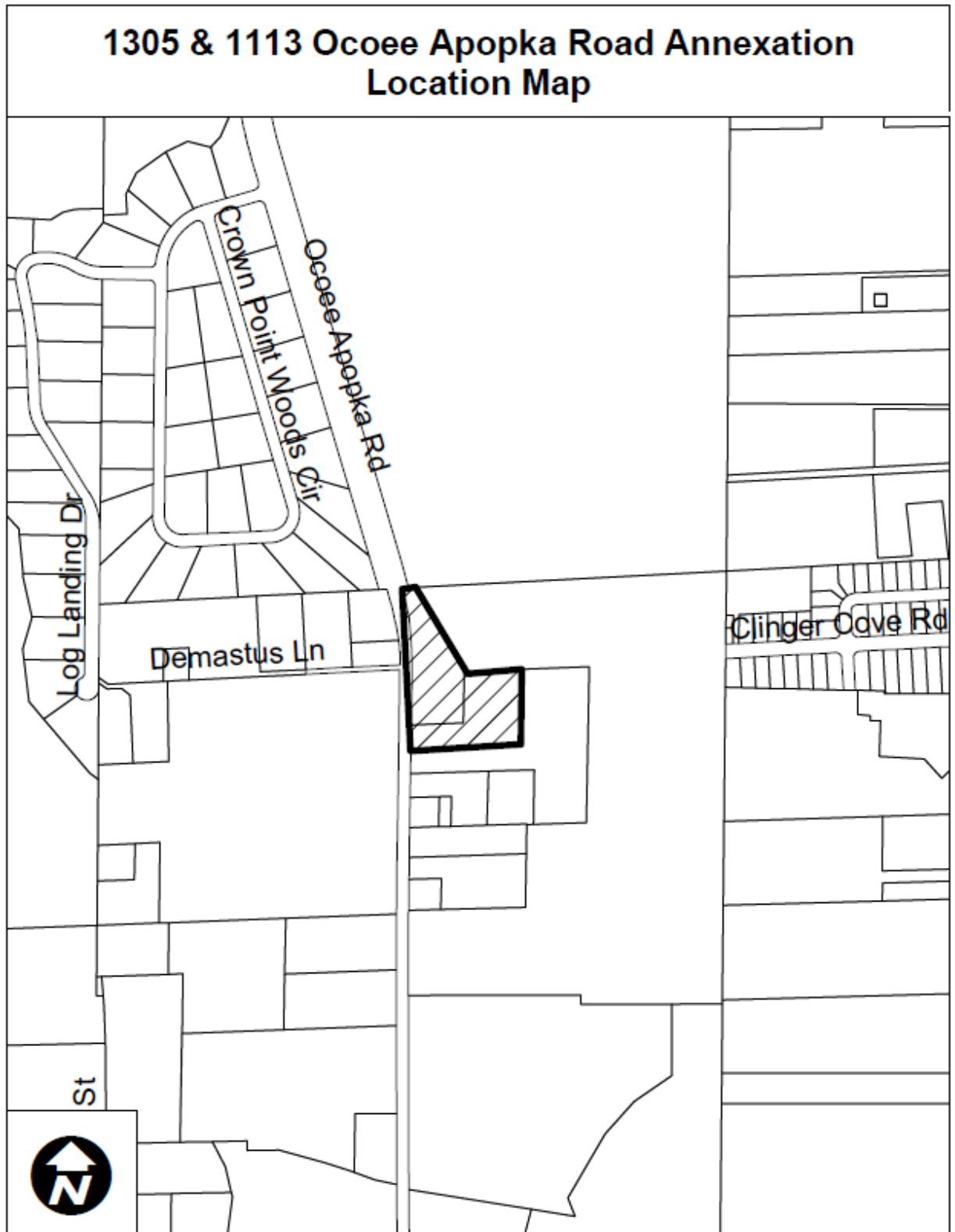
BEG NW COR OF SE1/4 RUN S 8.71 CHS E 3.33 CHS N 3.35 CHS NWLY TO BEG & NE1/4 OF SW1/4 E
OF RD SEC 07-22-28

PARCEL ID NO.: 07-22-28-0000-00-041

BEG 574.86 FT S 1 DEG W FROM CENTER OF SEC RUN N 87 DEG E 219.78 FT N 1 DEG E 214.5 FT N
87 DEG E 239.66 FT TH S 1 DEG W 314.53 FT S 87 DEG W 458.80 FT N 100 FT TO POB (LESS W 30 FT
RD R/W) IN SEC 07-22-28

EXHIBIT "B"

LOCATION MAP





STAFF REPORT

Meeting Date: May 7, 2024
Item #: 10

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: First Reading of Ordinance for 1059 Ocoee Apopka Road - Rodgers Property Annexation; Project No. AX-03-24-03. (Zoning Manager Whitfield)

Background Summary:

Owner/Applicant: The property owners are Glen Rodgers and Connie Rodgers, and the applicant is Jaime Douglas.

Site Location: The property is located in Commission District 3 and is on the east side of Ocoee Apopka Road, approximately 3,284 feet south of Fullers Cross Road at its intersection with Ocoee Apopka Road.

Property Size & Parcel Identification Number: The property consists of one (1) parcel containing approximately 5.01 acres and assigned parcel ID numbers 07-22-28-0000-043.

Existing Site Conditions: The table below summarizes the existing site conditions of the property.

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Unique Features/Overlay Districts
Low Density Residential (per JPA)	County A-1 (Citrus Rural District)	Agriculture operations	None

The table below lists the jurisdictions, future land use designations, zoning districts, and existing uses of the surrounding properties.

Direction	Jurisdiction	Future Land Use Designation	Zoning	Existing Land Uses
North	City of Ocoee	Low Density Residential	R-1AA	Vacant wooded land
South	City of Ocoee	Low Density Residential	R-1AA	Vacant wooded land

East	City of Ocoee	Low Density Residential	R-1AA	Vacant land
West	City of Ocoee	Light Industrial	PUD-IND	Light industrial/flex warehouse development

Proposed Development: The applicant is requesting an annexation. The initial rezoning to a City zoning classification is not being processed at this time, and as of the date of this staff report, the applicant has not submitted a proposed plan for development.

Consistency with Florida Statutes: With respect to the proposed annexation, Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex contiguous, compact, non-circuitous territory so long as it does not create an enclave. The subject property is bordered on all sides by the City's jurisdictional limits and, as such, is contiguous to the City, and the annexation does not create an enclave. Instead, the annexation furthers the City's efforts to reduce existing enclaves within the city limits.

Consistency with JPA Agreement: The property is located within the Ocoee-Orange County Joint Planning Area (JPA), and the proposed annexation is consistent with the terms of the JPA Agreement.

Consistency with Adopted Comprehensive Plan: The annexation is consistent with Future Land Use Element (FLUE) Policy 2.5, which requires the City to consider requests for voluntary annexation when those lands are logical extensions of the existing City limits, when services can be adequately provided and when proposed uses are compatible with the City's Comprehensive Plan, the JPA Agreement, and the City's Annexation Policy.

Transportation and Access: The site is currently accessed by and will continue to be accessed by Ocoee Apopka Road. Because there is no corresponding rezoning or proposed increase in entitlements, a traffic impact analysis is not required at this time.

Utilities: The Utilities Department has no issues with this annexation.

Stormwater: Not applicable.

Schools: Not applicable.

Public Safety: Fire emergency service is available in under five (5) minutes with a flow rate of 1,000 gallons per minute. The property is located within Police Grid 1, with a four (4) minute response time. The nearest police station is 4 miles away, and the average non-emergency travel time is 11 minutes.

Recreation and Open Space: Not applicable.

For more details, please see the attached Annexation and Feasibility Analysis document.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinance for the Annexation of the 1059 Ocoee Apopka Road - Rodgers Property, assigned parcel ID number 07-22-28-0000-00-043?

Recommendations:

Development Review Committee (DRC) Recommendation

The DRC met on Tuesday, April 2, 2024, to consider this annexation, and identifying no issues, made a recommendation of approval.

Planning and Zoning Commission (PZC) Recommendation

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

The PZC met on Tuesday, April 9, 2024, to consider this annexation, and identifying no issues, made a recommendation of approval.

Staff Recommendation

Staff recommends the Honorable Mayor and City Commissioners approve the proposed ordinance for the proposed Annexation of the 1059 Ocoee Apopka Road - Rodgers Property, assigned parcel ID number 07-22-28-0000-00-043.

Attachments:

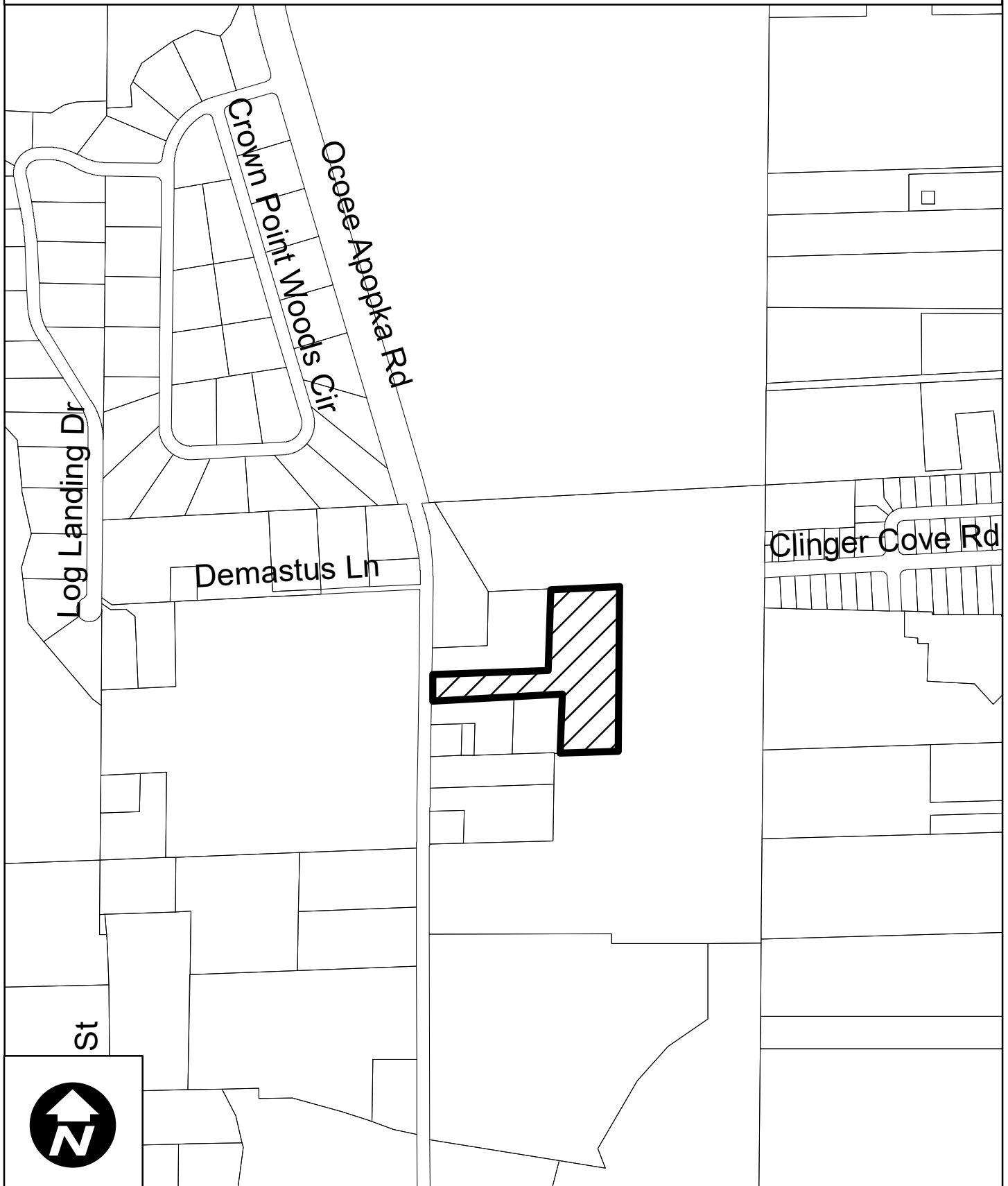
1. Location Map
2. Aerial Map
3. FLU Map
4. Surrounding Zoning Map
5. Survey - Parcel 43
6. Annexation and Rezoning Feasibility Report
7. Ordinance

Financial Impacts:

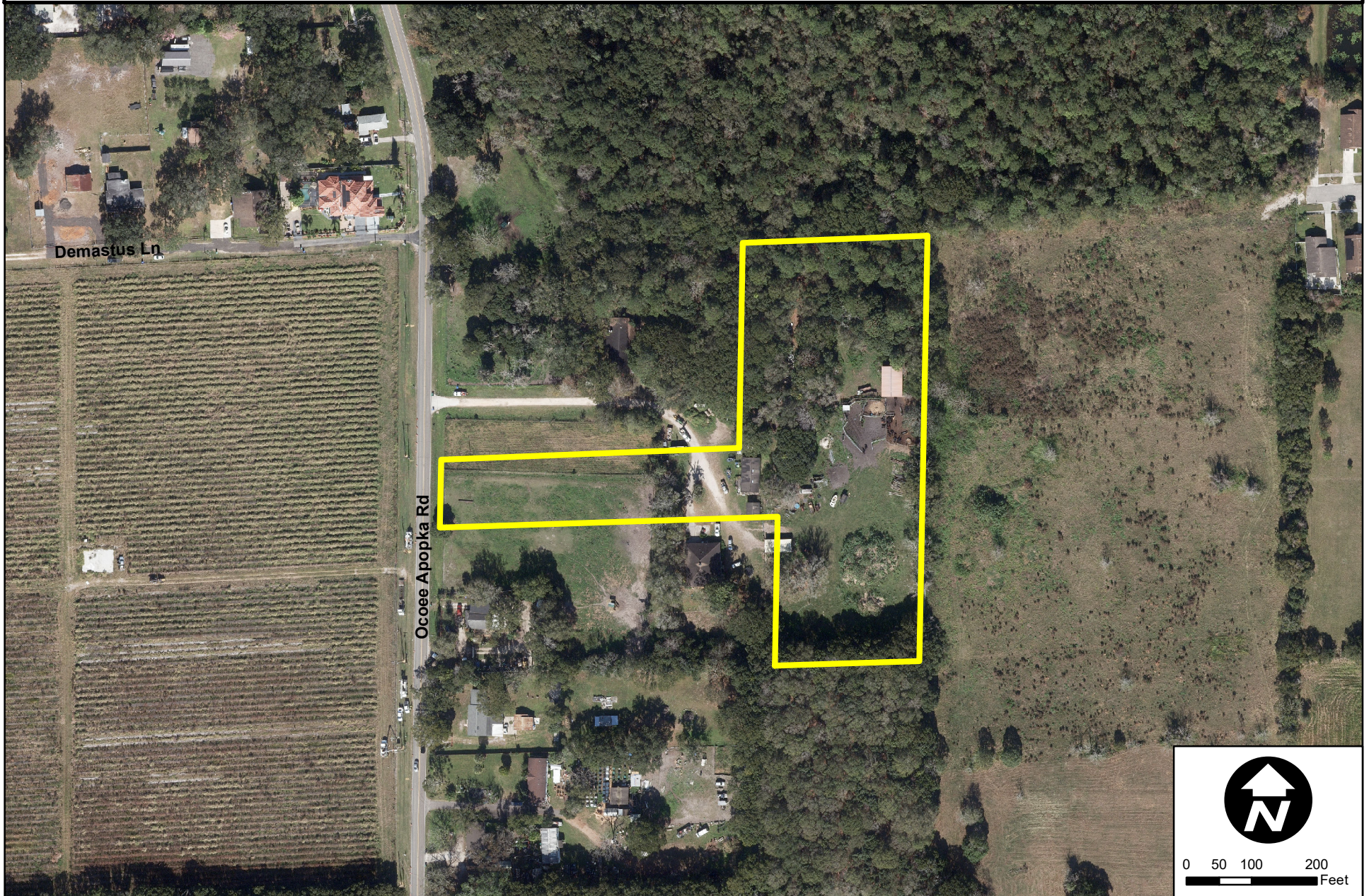
N/A

Type of Item: First Reading

1059 Ocoee Apopka Road Annexation Location Map



1059 Ocoee Apopka Road - Rodgers Property 2022 Aerial Photography



1059 Ocoee Apopka Road - Rodgers Property Surrounding Future Land Use Map



Ocoee
Development Services
Department

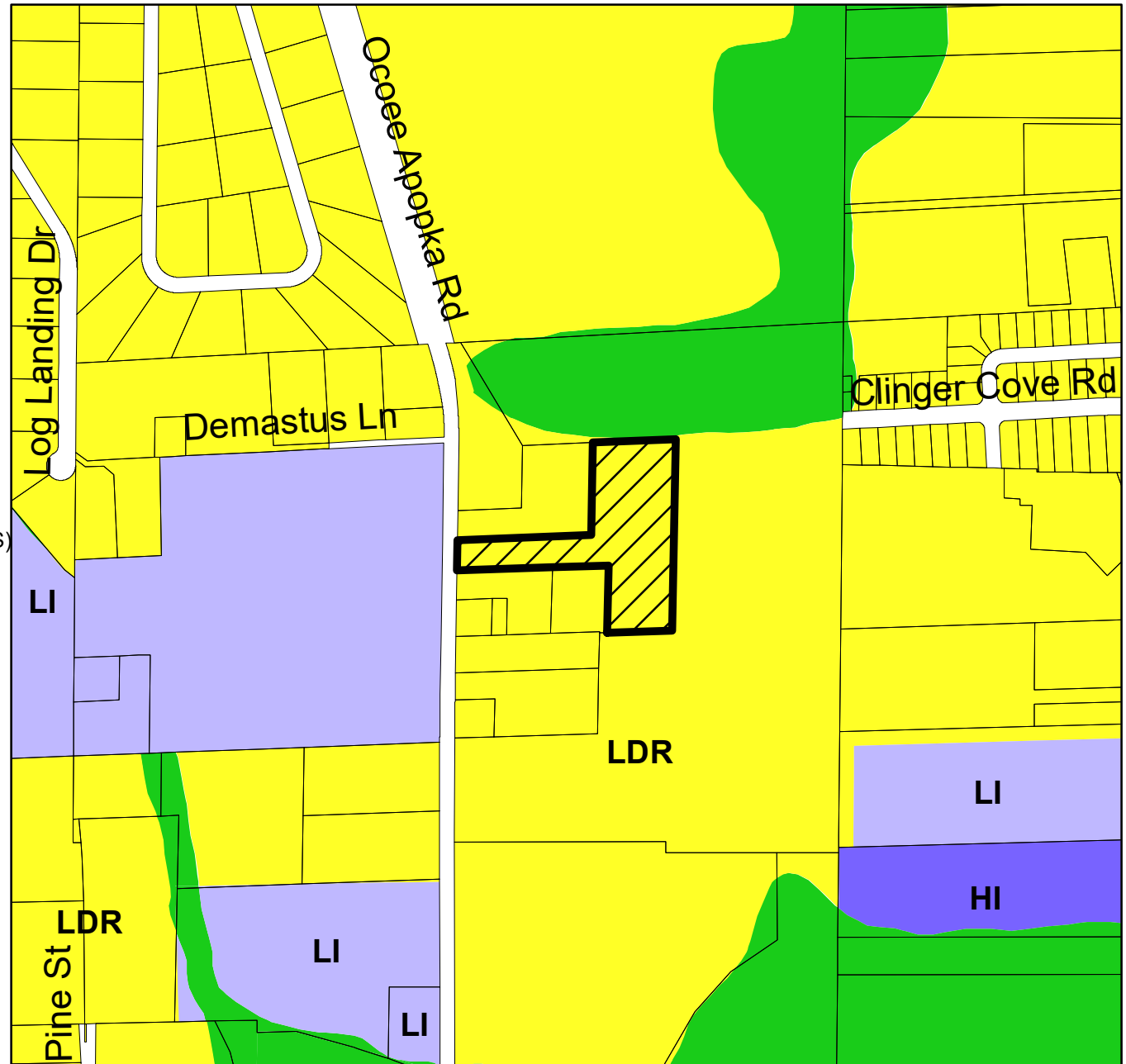
0 130 260 520
Feet

Created: month year

 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)



1059 Ocoee Apopka Road - Rodgers Property Surrounding Zoning Map



Development Services
Department

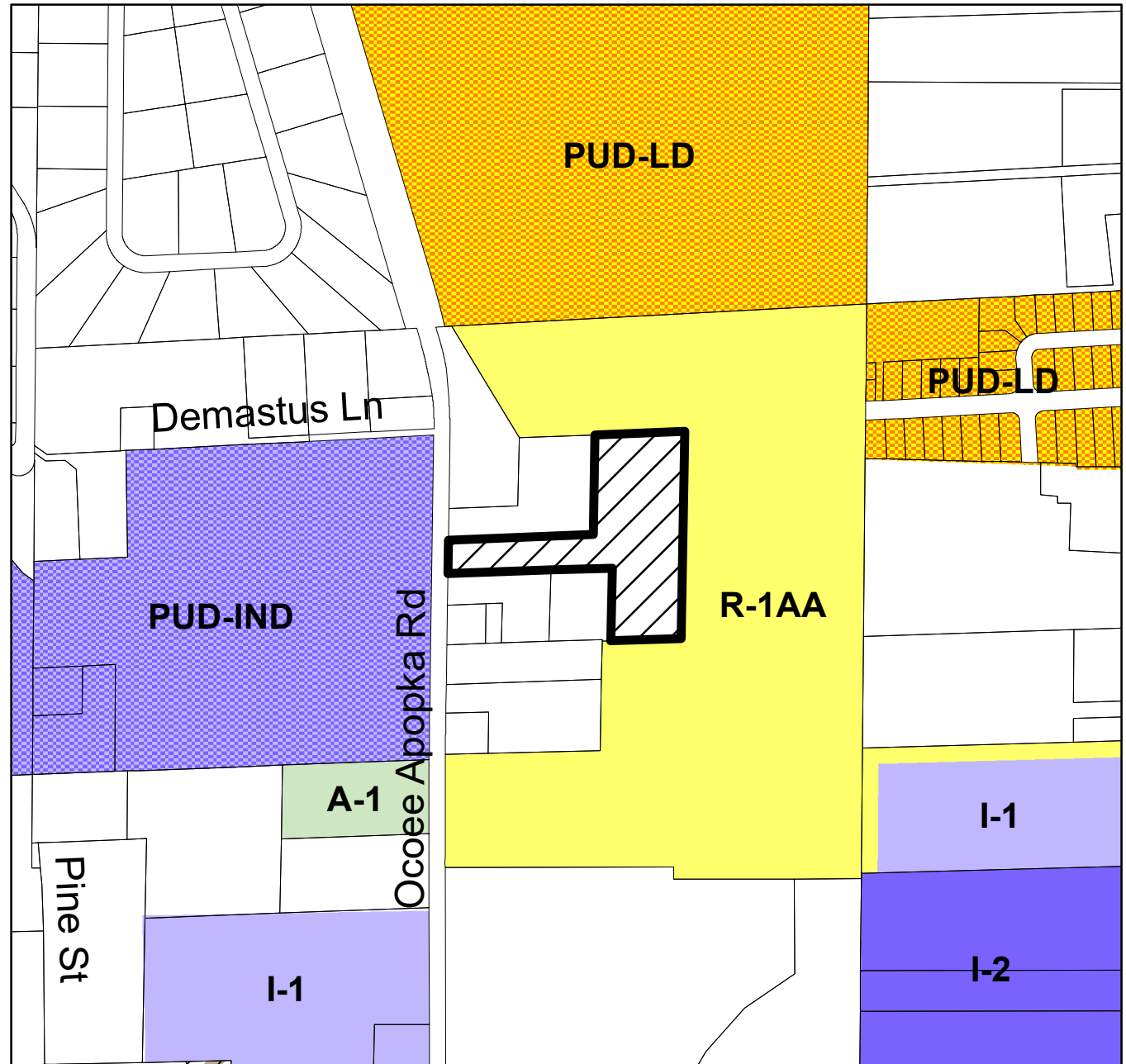
0 120 240 480
Feet

Created: month year

 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



FROM THE CENTER OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, RUN S 01 DEGREE 08 MINUTES 30 SECONDS W ALONG THE NORTH-SOUTH MID SECTION LINE 674.86 FEET, THENCE N 87 DEGREES 47 MINUTES 07 SECONDS E 0.98 FEET FOR A POINT OF BEGINNING; THENCE N 87 DEGREES 47 MINUTES 07 SECONDS E 458.80 FEET, THENCE N 01 DEGREE 08 MINUTES 30 SECONDS E 314.53 FEET, THENCE N 87 DEGREES 47 MINUTES 07 SECONDS E 283.06 FEET; THENCE S 01 DEGREE 08 MINUTES 30 SECONDS W 107.01 FEET, THENCE S 88 DEGREES 09 MINUTES 36 SECONDS W 221.90 FEET, THENCE S 01 DEGREE 08 MINUTES 30 SECONDS E 228.76 FEET, THENCE S 88 DEGREES 09 MINUTES 36 SECONDS W 519.27 FEET, THENCE N 01 DEGREE 08 MINUTES 30 SECONDS E 104.17 FEET TO THE POINT OF BEGINNING, CONTAINING 5.01 ACRES MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 07-22 SOUTH, RANGE 28 EAST AS BEING SOUTH 01°04'14" WEST (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)

THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR OR SHOWN ON THIS BOUNDARY SURVEY THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE SUBJECT PROPERTY.

THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.

ADJOINING PARCEL OWNER AND RECORDING INFORMATION DELINEATED HEREON WAS OBTAINED FROM THE ORANGE COUNTY PROPERTY APPRAISER'S PUBLIC WEBSITE.

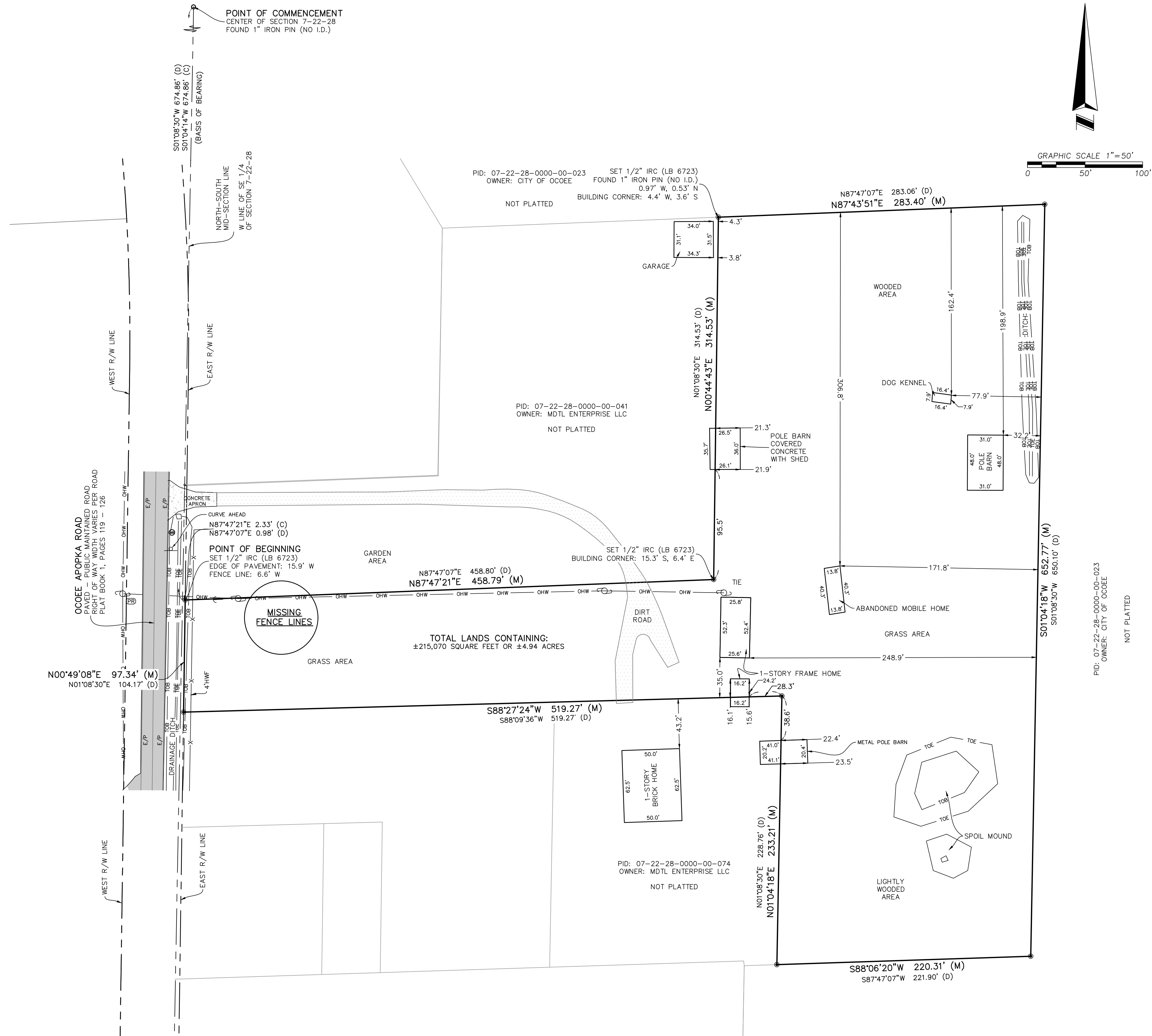
UNLESS OTHERWISE NOTED OR SHOWN HEREON, APPARENT AND/OR VISIBLE, UNOBSTRUCTED, ABOVE GROUND IMPROVEMENTS WERE LOCATED. UNDERGROUND IMPROVEMENTS, SUCH AS FOUNDATIONS AND UTILITIES, WERE NOT LOCATED, UNLESS NOTED OTHERWISE.

UNLESS OTHERWISE NOTED OR SHOWN HEREON, THERE ARE NO APPARENT AND/OR UNOBSTRUCTED, ABOVE GROUND ENCROACHMENTS. THE DISPOSITION OF ANY POTENTIAL ENCROACHING IMPROVEMENTS SHOWN IS BEYOND THE PROFESSIONAL PURVIEW OF THE SURVEYOR AND SUBJECT TO LEGAL INTERPRETATION.

THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (SUBURBAN) 1 FOOT IN 7,500 FEET.

VICINITY MAP:
NOT TO SCALE

CONC	CONCRETE		OVERHEAD ELECTRIC
E/P	EDGE OF PAVEMENT		FENCE LINE AS NOTED
PB	PLAT BOOK		TOP OF BANK
PG(S)	PAGE(S)		TOE OF SLOPE
LB	LICENSED BUSINESS		PHONE RISER
R/W	RIGHT OF WAY		SINGLE STAND SIGN
PID	PARCEL IDENTIFICATION NUMBER		WOODEN POWER POLE
RCP	REINFORCED CONCRETE PIPE		GUY WIRE
C&G	CURB AND GUTTER		FOUND IRON ROD OR PIPE AS NOTED
CLF	CHAIN LINK FENCE		SET 1/2" IRON ROD OR NAIL & DISK LB#6723
IRC	IRON ROD & CAP		MAILBOX
I.D.	IDENTIFICATION		
(D)	DEED		ASPHALT
(M)	MEASURED		
(C)	CALCULATED		DIRT/GRAVEL



NOT PLATTED



FOR:

AECOM

FOR THE LICENSED BUSINESS #R723 BY:

JAMES I RICKMAN P S M #5633

[illegible]

JOB #: 20230899
DATE: 03/08/2024
SCALE: 1" = 50'
CALC BY: DY
FIELD BY: TS
DRAWN BY: MCD
CHECKED BY: DY

SHEET 1 OF 1

CITY OF OCOEE

ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-03-24-03 (SAGE # 2024-0015)

APPLICANT NAME: Jaime Douglas

PROJECT NAME: 1059 OCOEE APOPKA RD – RODGERS PROPERTY ANNEXATION

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT

Anoch Whitfield, Zoning Manager

A. Applicant/Owner

1. Owner (if different from Applicant):	Glen Rodgers and Connie Rodgers
---	---------------------------------

B. Property Location

1. General Location:	The property is generally located on the east side of Ocoee Apopka Rd., approximately 3,284 feet south of Fullers Cross Rd. at the intersection of Ocoee Apopka Rd.
2. Parcel Identification Number:	07-22-28-0000-00-043
3. Street Addresses:	To be determined
4. Size of Parcels:	5.01

C. Use Characteristics

1. Existing Use:	Generally vacant lot used for agricultural purposes
2. Proposed use:	No proposed use submitted to the City at this time
3. Density / Intensity:	N/A
4. Projected Population:	N/A

D. Zoning and Land Use

1. Orange County Future Land Use:	Low Density Residential per JPA FLUM
2. Orange County Zoning:	A-1
3. Existing Ocoee Future Land Use:	Low Density Residential per JPA FLUM
4. Proposed Ocoee Zoning:	None at this time. Site will retain County A-1 until rezoning occurs

E. Consistency

1. Joint Planning Area:	Yes
2. Comprehensive Plan:	Yes

II. FIRE DEPARTMENT

1. Estimated Response Time:	Average 5 minutes
2. Distance to Property:	
3. Fire Flow Requirements:	1,000 gallons per minute

III. POLICE DEPARTMENT

1. Police Patrol Zone / Grid / Area:	1
2. Estimated Response Time:	4
3. Distance to Property:	3.2 miles
3. Average Travel Time	11 minutes

IV. ECONOMIC VALUE		Anoch Whitfield, Zoning Manager
1. Property Appraiser Market Value:	\$254,757 (as agriculture operations use in County)	
2. Property Appraiser Taxable Value	\$76,418 (as agriculture operations use in County)	
3. Estimated City Ad Valorem Taxes:	TBD	
4. Anticipated Licenses & Permits:	TBD	
5. Potential Impact Fees:	TBD	
6. Total Project Revenues:	TBD	

V. BUILDING DEPARTMENT	
1. Within the 100-year Flood Plain:	No

VI. UTILITIES		Jennifer Bolling, Engineering Manager
A. Potable Water		
1. In Ocoee Service Area:	Yes	
2. City Capable of Serving Area:	Yes	
3. Extension Needed:	No	
4. Location and Size of Nearest Water Main:	To Be Determined	
B. Sanitary Sewer		
1. In Ocoee Service Area:	Yes	
2. City Capable of Serving Area:	Yes	
3. Extension Needed:	Yes	
4. Location and Size of Nearest Force Main:	To BE Determined	
5. Annexation Agreement Needed:		
C. Other		
1. Utility Easement Needed:	Yes	
2. Private Lift Station Needed:	Yes or as determined by Utilities Department	
3. Well Protection Area Needed:	No	

VII. TRANSPORTATION		Anoch Whitfield, Zoning Manager
1. Paved Access:	Yes	
2. ROW Dedication:	To be determined	
3. Traffic Study:	Not required at this time for annexation	
4. Traffic Analysis Zone:		

VIII. PRELIMINARY CONCURRENCY EVALUATION	
---	--

A. Transportation:	Full traffic impact analysis will be required prior to any non-residential development
B. Parks / Recreation:	Not applicable at this time
C. Water / Sewer:	Water is available; however, sewer is not available currently.
D. Stormwater:	To be provided on site at time of development
E. Solid Waste:	At this time, adequate solid waste capacity exists.
F. Impact Fees:	TBD at time of building permit

IX. SITE SPECIFIC ISSUES	All Departments
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X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS	Anoch Whitfield, Zoning Manager
---	---------------------------------

The property to be annexed borders the City Limits on its north, east and south sides; therefore, the annexation of this property will further reduce the existing enclaves within the City limits. No part of the area to be annexed is included within the boundary of another municipality, and the property being annexed will be developed for urban purposes. Therefore, this annexation is consistent with Section 171.043(1) & (2), Florida Statutes.

**ORDINANCE NO. 2024-
(Annexation Ordinance for 1059 Ocoee Apopka Rd –
Rodgers Property)**

TAX PARCEL ID: 07-22-28-0000-00-043

CASE NO. AX-03-24-03: 1059 Ocoee Apopka Road - Rodgers Property Annexation

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 5.01 ACRES LOCATED AT 1059 OCOEE APOPKA ROAD ON THE EAST SIDE OF OCOEE APOPKA ROAD, APPROXIMATELY 3,284 FEET SOUTH OF FULLERS CROSS ROAD AT ITS INTERSECTION WITH OCOEE APOPKA ROAD AND ASSIGNED PARCEL ID NUMBER 07-22-28-0000-00-043, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real properties located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 5.01 acres of property, as more particularly described in **Exhibit “A”** attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E), Article V, Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on April 9, 2024, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

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

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2024
READ FIRST TIME _____, 2024.
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"

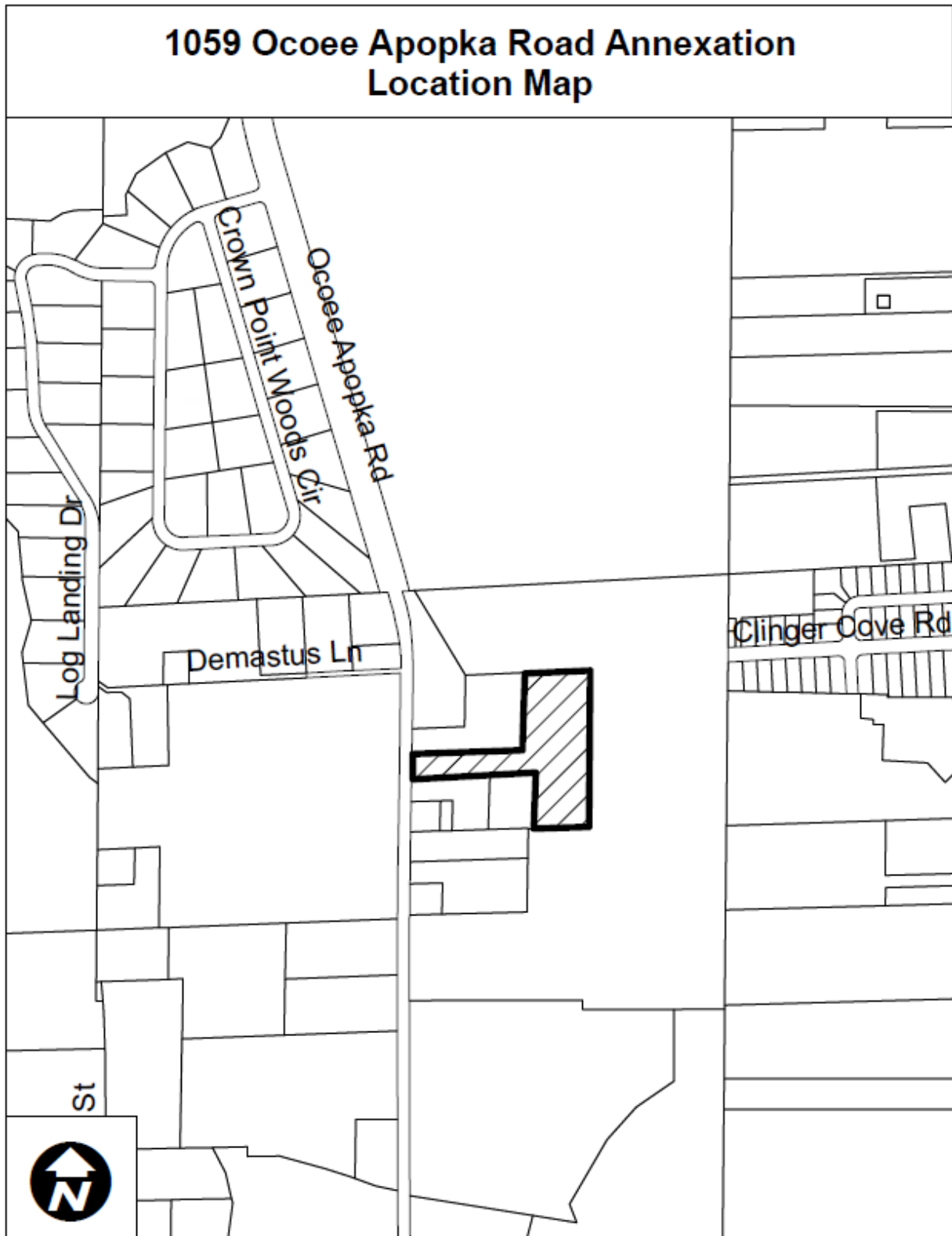
LEGAL DESCRIPTION

PARCEL ID NO.: 07-22-28-0000-00-043

FROM THE NW COR OF NW1/4 OF SE1/4 RUN S 1 DEG W 674.86 FT N 87 DEG E 0.98 FT FOR POB
THN N 87 DEG E 458.80 FT N 1 DEG E 314.53 FT N 87 DEG E 283.06 FT S 1 DEG W 650.10 FT S 87
DEG W 221.90 FT N 1 DEG E 228.76 FT W 519.27 FT N 1 DEG E 104.17 FT TO POB (LESS W 30 FT RD
R/W) IN SEC 07-22-28

EXHIBIT "B"

LOCATION MAP





STAFF REPORT

Meeting Date: May 7, 2024
Item #: 11

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: First Reading of Ordinance for MDTL Enterprise LLC Property Annexation; Project No. AX-03-24-04. (Zoning Manager Whitfield)

Background Summary:

Owner/Applicant: The property owner is MDTL Enterprise LLC, represented by Jaime Douglas.

Site Location: The property is located in Commission District 3 and is on the east side of Ocoee Apopka Road, approximately 3,392 feet south of Fullers Cross Road at its intersection with Ocoee Apopka Road.

Property Size & Parcel Identification Number: The property consists of two (2) parcels totaling approximately 2.17 acres and assigned parcel ID numbers 07-22-28-0000-074 and 07-22-28-0000-00-105.

Existing Site Conditions: The table below summarizes the existing site conditions of the property.

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Unique Features/Overlay Districts
Low Density Residential (per JPA)	County A-1 (Citrus Rural District)	Parcel 074 contains a house, and Parcel 105 is vacant.	None

The table below lists the jurisdictions, future land use designations, zoning districts, and existing uses of the surrounding properties.

Direction	Jurisdiction	Future Land Use Designation	Zoning	Existing Land Uses
North	Orange County	Low Density Residential	A-1	Agriculture operations
South	Orange County	Low Density Residential	A-1	Single family residential use

East	Orange County	Low Density Residential	A-1	Agriculture operations
West	Orange County on SW portion of site & City of Ocoee on west side of Ocoee Apopka Road	Light Industrial and Low Density Residential	A-1 for County property and PUD-IND for City property	Single family residential immediate adjacent and Light Industrial/Flex Warehouse Development on west side of Ocoee Apopka Road

Proposed Development: The applicant is requesting an annexation. The initial rezoning to a City zoning classification is not being processed at this time, and as of the date of this staff report, the applicant has not submitted a proposed plan for development.

Consistency with Florida Statutes: With respect to the proposed annexation, Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex contiguous, compact, non-circuitous territory so long as it does not create an enclave. The subject property is bordered on its west side by the City's jurisdictional limits and, as such, is contiguous to the City, and the annexation does not create an enclave. Instead, the annexation furthers the City's efforts to reduce existing enclaves within the city limits.

Consistency with JPA Agreement: The property is located within the Ocoee-Orange County Joint Planning Area (JPA), and the proposed annexation is consistent with the terms of the JPA Agreement.

Consistency with Adopted Comprehensive Plan: The annexation is consistent with Future Land Use Element (FLUE) Policy 2.5, which requires the City to consider requests for voluntary annexation when those lands are logical extensions of the existing City limits, when services can be adequately provided and when proposed uses are compatible with the City's Comprehensive Plan, the JPA Agreement, and the City's Annexation Policy.

Transportation and Access: The site is currently accessed by and will continue to be accessed by Ocoee Apopka Road. Because there is no corresponding rezoning or proposed increase in entitlements, a traffic impact analysis is not required at this time.

Utilities: The Utilities Department has no issues with this annexation.

Stormwater: Not applicable.

Schools: Not applicable.

Public Safety: Fire emergency service is available in under five (5) minutes with a flow rate of 1,000 gallons per minute. The property is located within Police Grid 1, with a four (4) minute response time. The nearest police station is 4 miles away, and the average non-emergency travel time is 11 minutes.

Recreation and Open Space: Not applicable.

For more details, please see the attached Annexation and Feasibility Analysis document.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinance for the Annexation of the MDTL Enterprise LLC Property, assigned parcel ID numbers 07-22-28-0000-00-074 and 07-22-28-0000-00-105?

Recommendations:**Development Review Committee (DRC) Recommendation**

The DRC met on Tuesday, April 2, 2024, to consider this annexation, and identifying no issues, made a recommendation of approval.

Planning and Zoning Commission (PZC) Recommendation

The PZC met on Tuesday, April 9, 2024, to consider this annexation, and identifying no issues, made a recommendation of approval.

Staff Recommendation

Staff recommends the Honorable Mayor and City Commissioners approve the proposed ordinance for the Annexation of the MDTL Enterprise LLC Property, assigned parcel ID numbers 07-22-28-0000-00-074 and 07-22-28-0000-00-105.

Attachments:

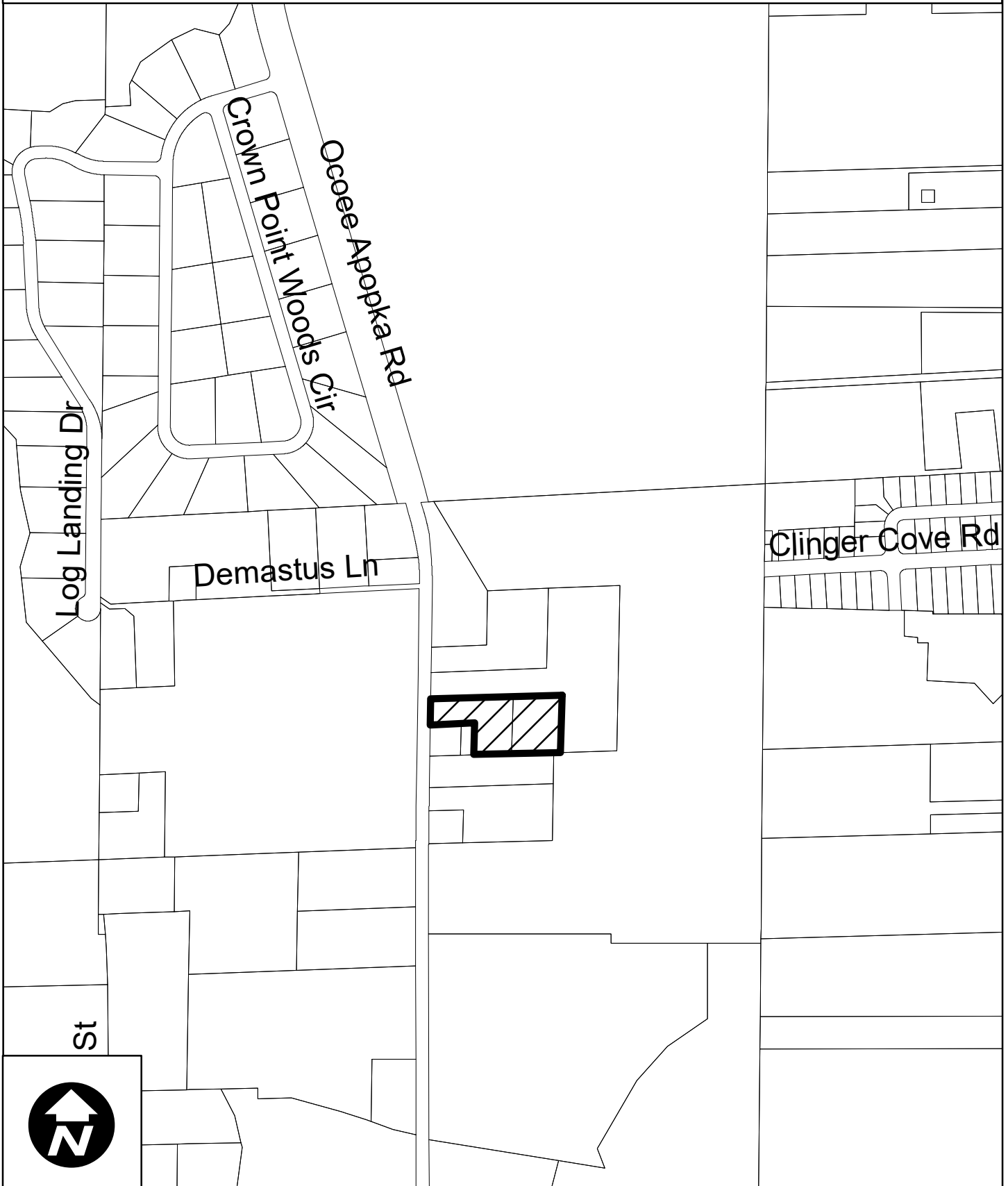
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3. FLU Map
4. Zoning Map
5. Survey - Parcels 105 and 74
6. Ordinance

Financial Impacts:

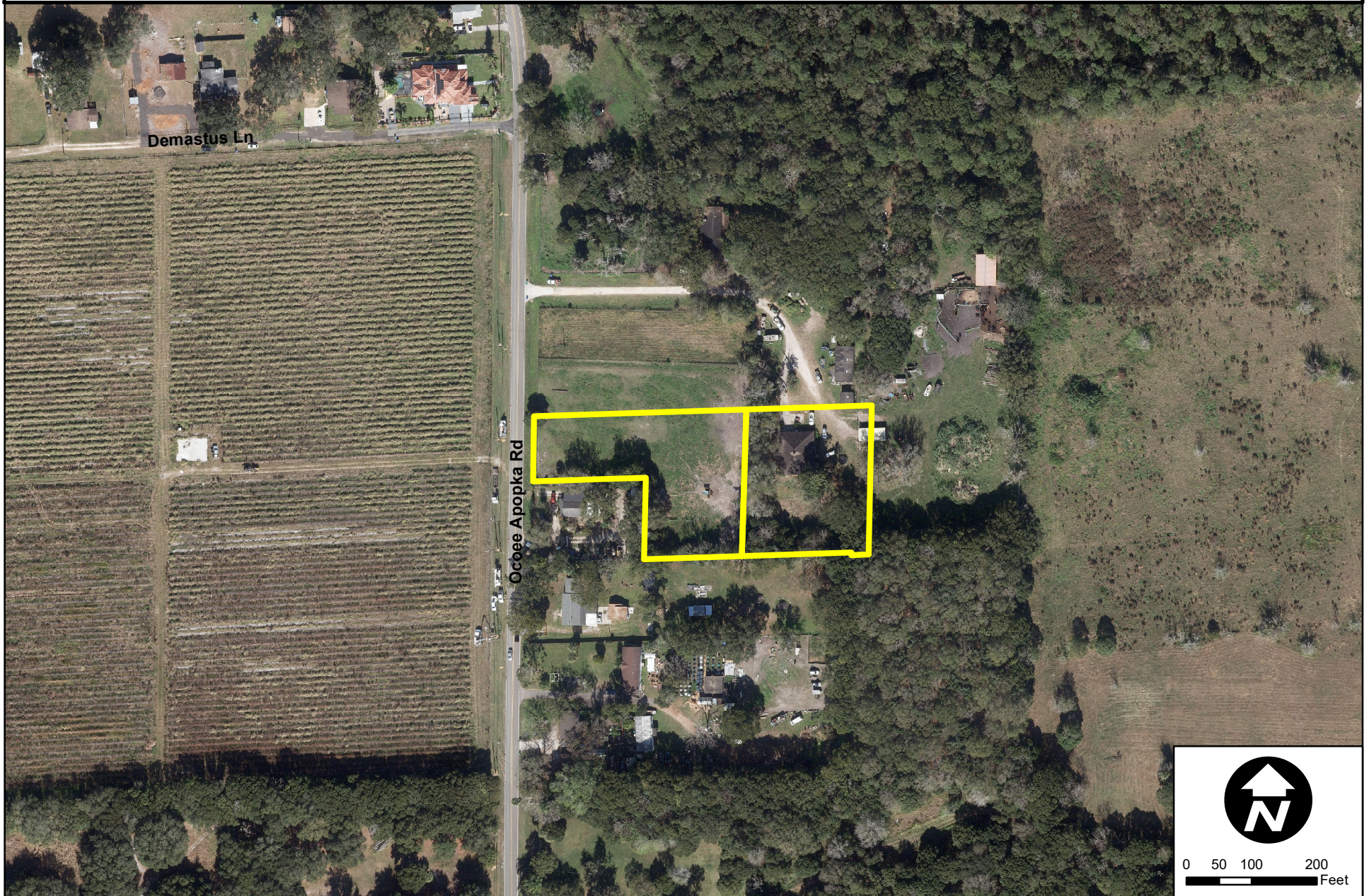
N/A

Type of Item: First Reading

1053 Ocoee Apopka Road Annexation Location Map



1053 Ocoee Apopka Road - MDTL Enterprise LLC Property 2022 Aerial Photography



1053 Ocoee Apopka Road - MDTL Enterprise LLC Property Surrounding Future Land Use Map



Ocoee
Development Services
Department

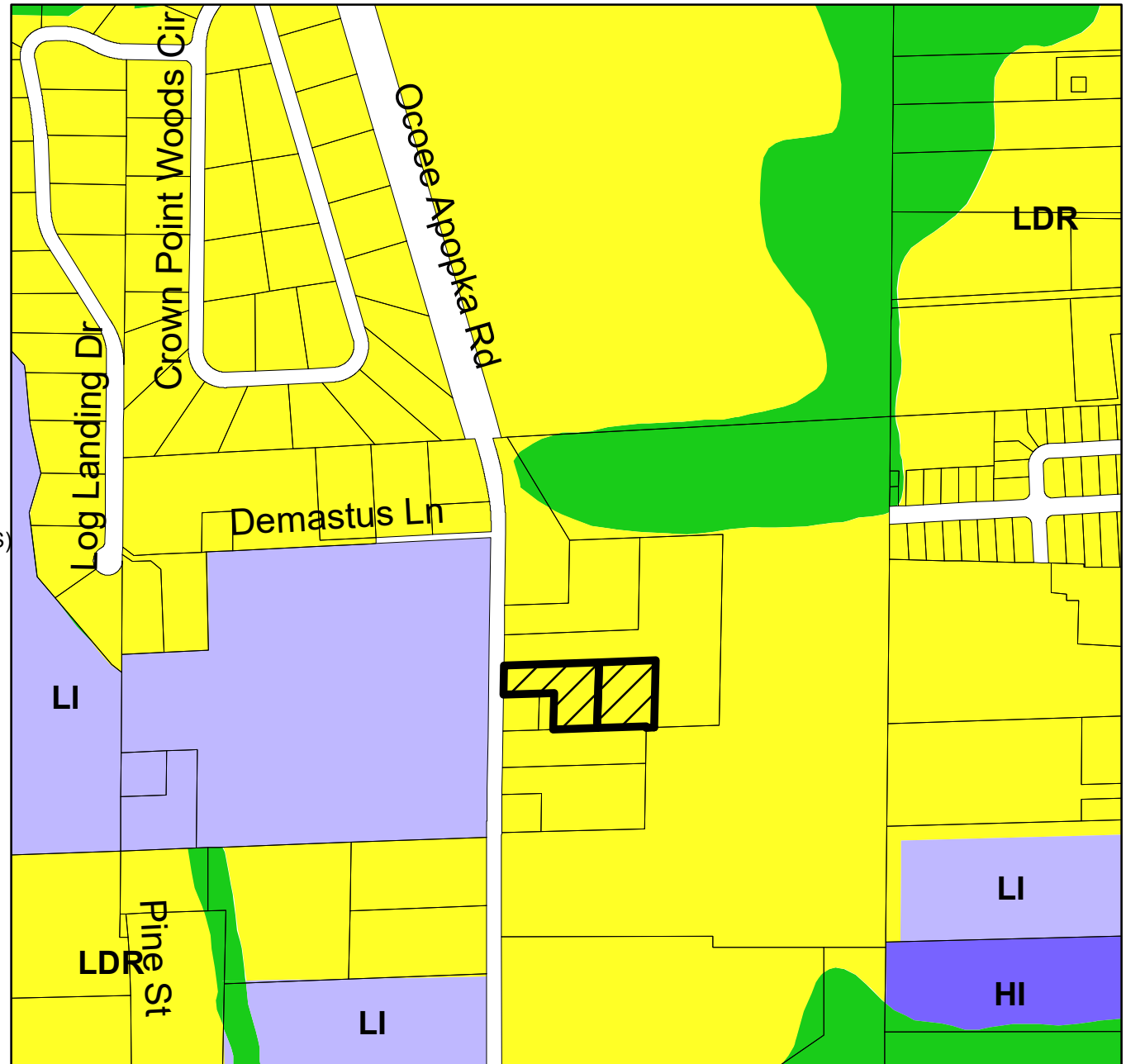
0 130 260 520
Feet

Created: month year

 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)



1053 Ocoee Apopka Road - MDTL Enterprise LLC Property Surrounding Zoning Map



Development Services
Department

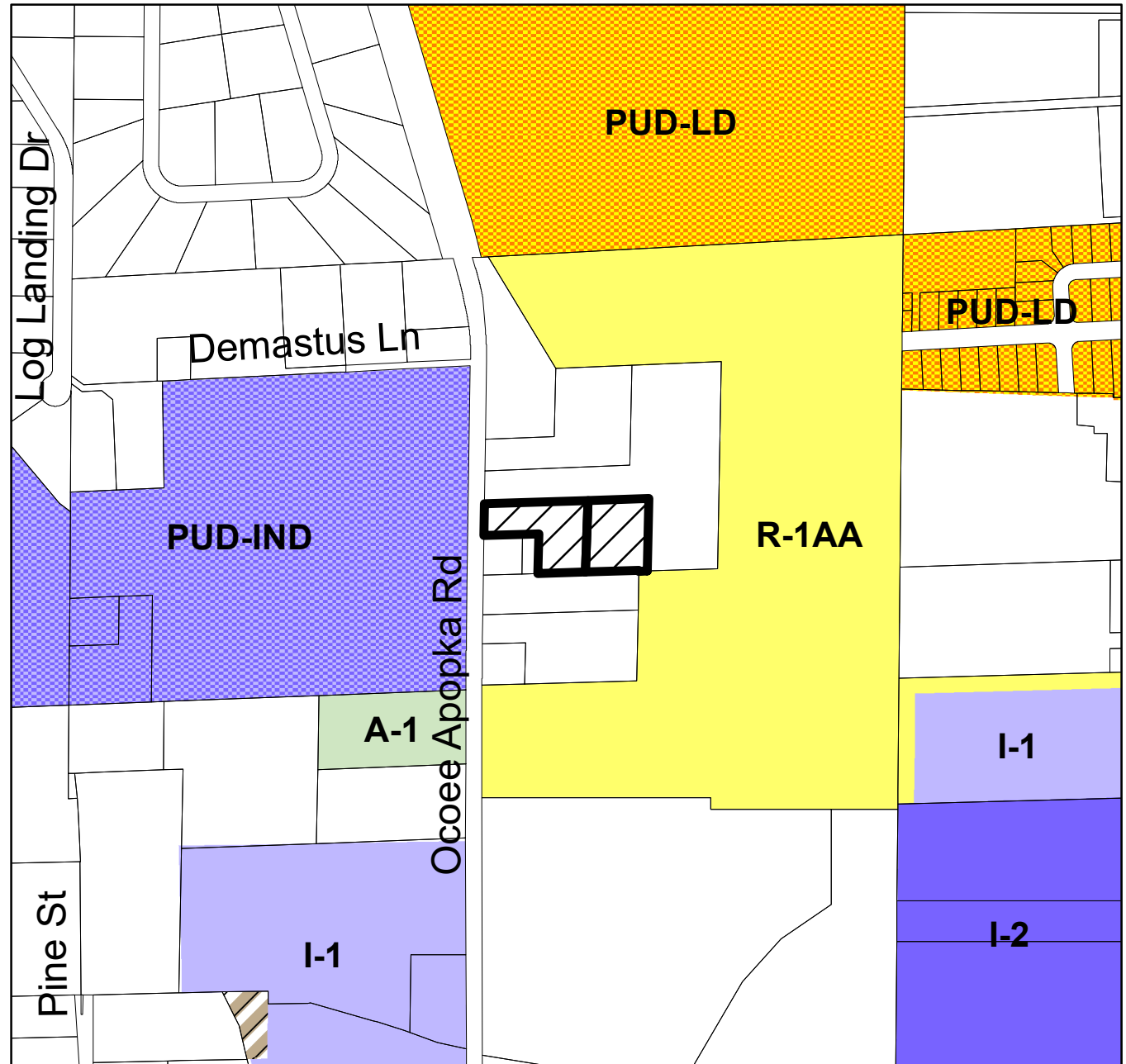
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 Subject Property

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)
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-  Commercial (PUD)
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-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



FROM THE CENTER OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN SOUTH 01 DEGREES 08 MINUTES 30 SECONDS WEST ALONG THE NORTH-SOUTH MID-SECTION LINE 779.03 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 36 SECONDS EAST 1.48 FEET TO THE POINT OF BEGINNING; THENCE NORTH 08 DEGREES 09 MINUTES 36 SECONDS WEST 173.77 FEET; THENCE SOUTH 01 DEGREES 08 MINUTES 30 SECONDS WEST 228.76 FEET; THENCE SOUTH 87 DEGREES 47 MINUTES 07 SECONDS WEST 27.00 FEET; THENCE NORTH 01 DEGREES 08 MINUTES 30 SECONDS EAST 3.91 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 36 SECONDS WEST 318.03 FEET TO THE POINT OF BEGINNING; OR 08 DEGREES 09 MINUTES 36 SECONDS WEST 318.03 FEET; THENCE NORTH 01 DEGREES 08 MINUTES 30 SECONDS EAST 100.00 FEET TO THE POINT OF BEGINNING, LESS ROAD RIGHT OF WAY ON WEST.

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 07-22 SOUTH, RANGE 28 EAST AS BEING SOUTH 01°04'14" WEST (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)

THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR OR SHOWN ON THIS BOUNDARY SURVEY THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE SUBJECT PROPERTY.

THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.

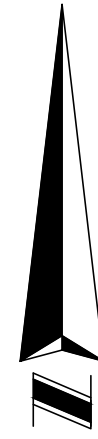
THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062.

UNLESS OTHERWISE NOTED OR SHOWN HEREON, THERE ARE NO APPARENT AND/OR UNOBSTRUCTED, ABOVE GROUND ENCROACHMENTS. THE DISPOSITION OF ANY POTENTIAL ENCROACHING IMPROVEMENTS SHOWN IS BEYOND THE PROFESSIONAL PURVIEW OF THE SURVEYOR AND SUBJECT TO LEGAL INTERPRETATION.

LAST DATE IN FIELD: AUGUST 15, 2023.



CONC	CONCRETE		OHW	OVERHEAD ELECTRIC
E/P	EDGE OF PAVEMENT		X	FENCE LINE AS NOTED
PG(S)	PAGE(S)		TOB	TOP OF BANK
LB	LICENSED BUSINESS		TOE	TOE OF SLOPE
R/W	RIGHT OF WAY			
PID	PARCEL IDENTIFICATION NUMBER			SINGLE STAND SIGN
CLF	CHAIN LINK FENCE			WOODEN POWER POLE
IRC	IRON ROD & CAP		TEB	TELECOMMUNICATION RISER
RCP	REINFORCED CONCRETE PIPE			FOUND IRON ROD OR PIPE AS NOTED
I.D.	IDENTIFICATION			SET 1/2" IRON ROD OR NAIL & DISK LB#6723
(D)	DEED		W	WELL
(M)	MEASURED			
(C)	CALCULATED			ASPHALT



SHEET 1 OF 1

**ORDINANCE NO. 2024-
(Annexation Ordinance for
MDTL Enterprise LLC Property)**

**TAX PARCEL ID: 07-22-28-0000-00-074 &
07-22-28-0000-00-105**

**CASE NO. AX-03-24-04: MDTL Enterprise LLC
Annexation**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 2.17 ACRES LOCATED ON THE EAST SIDE OF OCOEE APOPKA ROAD APPROXIMATELY 3,392 FEET SOUTH OF FULLERS CROSS ROAD AT ITS INTERSECTION WITH OCOEE APOPKA ROAD AND ASSIGNED PARCEL ID NUMBERS 07-22-28-0000-00-074 AND 07-22-28-0000-00-105, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real properties located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 2.17 acres of property, as more particularly described in **Exhibit “A”** attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E), Article V, Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on April 9, 2024, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

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

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

**SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF**

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of

competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2024
READ FIRST TIME _____, 2024.
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"

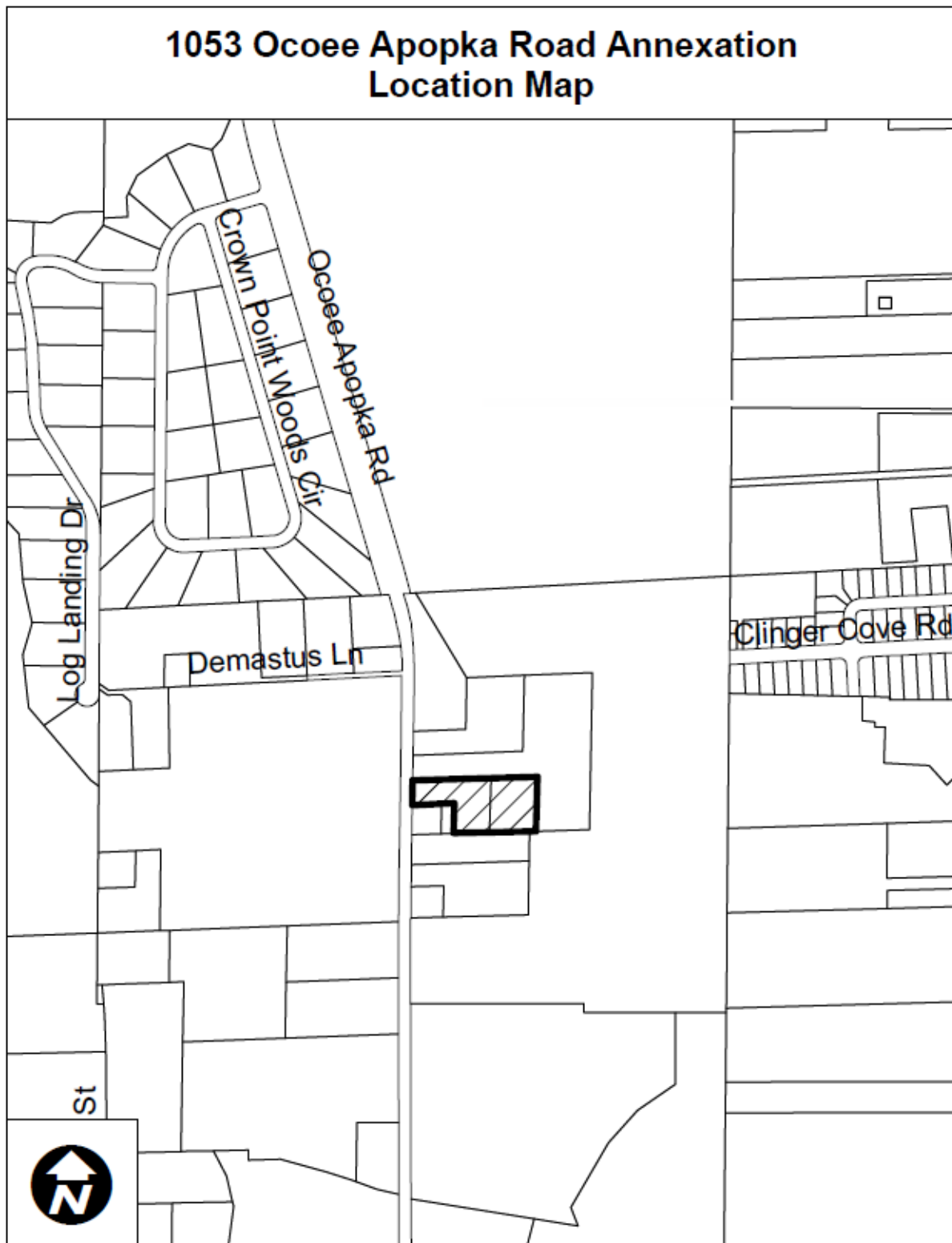
LEGAL DESCRIPTIONS

PARCEL ID NO.: 07-22-28-0000-00-074 AND 105 (Same legal description on OCPA & submitted survey)

FROM THE CENTER OF SEC RUN S 01 DEG W 779.03 FT TH N 88 DEG E 1.48 FT FOR POB TH N 88 DEG E 519.27 FT S 01 DEG W 228.76 FT S 87 DEG W 27 FT N 01 DEG W 3.91 FT S 88 DEG W 318.03 FT N 01 DEG E 125 FT S 88 DEG W 173.77 FT N 01 DEG E 100 FT TO POB IN SEC 07-22-28 (LESS RD R/W ON W)

EXHIBIT "B"

LOCATION MAP



STAFF REPORT

Meeting Date: May 7, 2024
Item #: 12

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Ocoee Pickleball Complex - Vasant Sports LLC Special Exception; Project No. 03-24-SE-031. (Zoning Manager Whitfield)

Background Summary:

Applicant/Owner: Vasant Sports, LLC, represented by Sravan Tummala

Site Location: The subject property is located in Commission District 2 and is on the west side of Jacob Nathan Boulevard at the terminus of Matthew Paris Boulevard. The subject properties are addressed at 1100, 1050, and 1000 Jacob Nathan Boulevard. It consists of Lots 4, 3, and 6 of the existing Goodman Centre commercial subdivision, which was a replat of Lot 9 and the north 15 feet of the right-of-way located adjacent thereto within the Orlando Groves Association Lake Lotta Groves. These are the last remaining vacant lots of the Goodman Centre subdivision. Lots 1, 2, and 5 have been developed.

Parcel ID Number: 21-22-28-3093-04-000, 21-22-28-3093-03-000 and 21-22-28-3093-06-000

Property Size: The subject site consists of three (3) parcels totaling approximately 6.08 acres.

Existing Future Land Use Map Designation: Commercial (COMM)

Existing Zoning Classification: C-2 (Community Commercial District)

Actual land use, proposed land use and unique features of the subject property: The subject property is undeveloped and wooded. The property contains wetlands, the boundaries of which have been flagged and verified. The property is not within any of the City's Special Area Overlay Districts. The table below summarizes the future land use designations, zoning classifications, and existing land uses of the surrounding properties:

	Future Land Use Designation	Zoning	Existing Land Use
North	High Density Residential	R-3 (Multi-family Dwelling District)	City stormwater pond
South	Commercial	C-2	Kane's Furniture development
East	Commercial	C-2	Commercial retail uses

West	Narrow area of Commercial then Conservation	C-2	Vacant wetlands/floodplains
------	---	-----	-----------------------------

Proposed Development: The applicant is proposing a pickleball complex that will have both indoor and outdoor courts. Section 5-8A of Article V establishes and implements Table 5-1, listing the principal uses permitted on a parcel or lot in the various zoning districts. Per Table 5-1, a Special Exception is required for an outdoor commercial recreational facility use on property zoned C-2. Section 4-8B of Article IV establishes the standards for review and approval of a Special Exception, as summarized and analyzed below.

1. The proposed uses and structures would not violate the land uses, densities, or other directives of the adopted Comprehensive Plan or the Code.

Staff Analysis: A conceptual site plan was submitted with the requested Special Exception for purposes of determining compliance with land use density and intensity and other directives of the Comprehensive Plan and Code. In terms of compliance with the intensity directive of the Comprehensive Plan, the Commercial Future Land Use Designation would allow up to 663,854 SF of commercial development. The site plan proposes less than 150,000 SF of building area, to include the covered outdoor courts and indoor courts/pro-shop/cafe. Additionally, per the floodplains protection policy of the Conservation Element, the proposed development will maintain the minimum 25-foot buffer from the floodplain contour line.

In terms of compliance with the directives of the Code, staff did not identify any capacity issues relative to utilities or stormwater. However, staff remains concerned relative to the provision of adequate parking. Currently, the Land Development Code does not contain specific parking ratios for commercial recreation facilities. Section 6-4G(8) states that "For all uses not covered in (a) through (h) [of Section 6-4G], the Planning and Zoning Commission shall make a recommendation, and the City Commission shall determine the parking demand to be created by the proposed use, and the amount of parking thus determined shall be the off-street parking requirement for the permitted use". Based on staff review of other indoor/outdoor pickleball complexes, the average parking ratio is four (4) spaces per court. The applicant has provided a parking study that proposes three (3) spaces per court. Based on the applicant's study, the site plan proposes 3.3 spaces to serve the proposed forty-four (44) courts, which includes a championship court, as well as the 14,000 SF pro-shop and café. The applicant has stated that the use of the courts/court schedule will utilize "real-time" technology to alert players about when their designated court will become available and when to arrive at the complex. Staff maintains that the proposed 146 parking spaces are not sufficient to accommodate the anticipated parking demand for the proposed commercial recreation complex.

2. The proposed uses and structures would be compatible with the uses, structures, and activities on adjacent or nearby lands.

Staff Analysis: The proposed use is a commercial recreational facility within a platted commercial subdivision. The property is bordered by commercial uses on its east and south, by the City's stormwater pond on the north, and vacant wetlands on the west. The nearest residential dwelling unit is separated from and buffered from this development by approximately 436 feet, as the crow flies from property line to property line, of a wooded tree line and wetland areas. Thus, the proposed commercial recreation facility is compatible with the surrounding land uses and is not anticipated to adversely impact nearby or adjacent lands.

3. The proposed uses and structures would not violate the health, safety, welfare, and/or convenience of those residing, working, or owning land in the vicinity of the proposed use or structure concerning or with respect to (a) density, bulk, or overcrowding of land or buildings, (b) pedestrian or vehicular movement on adjoining streets, (c) fire safety, noise, odor, glare, or vibration, and (d) ability of adjoining property owners to the legal use of his/her property, as outlined in Sections 4-8B(3)(a) through (g), LDC. The proposed use and structure would not result in the inadequacy of inability of any public facility or service to meet adopted standards and would not violate any state or federal law or regulation.

Staff Analysis: The proposed use/structure is not anticipated to adversely impact the health, safety, welfare, and/or convenience of those residing, working, or owning land in the area. Staff finds that the proposed use/structure and proposed site design and horizontal layout of the site will not violate the provisions of Sections 4-8B(3)(a), (b), (d), (e), (f), or (g); however, the proposed horizontal layout may be modified, or other accommodations may need to be provided, at the time of site plan review and approval, in order to ensure adequate fire truck movement, including ingress/egress and circulation within the site.

Staff does not identify any concerns relative to the proposed outdoor commercial recreation use on the C-2 property; however, staff remains concerned about the applicant's proposed parking ratio and the site's ability to provide sufficient parking.

Issue:

Should the Honorable Mayor and City Commissioners approve a Special Exception for the use of certain properties zoned C-2, assigned parcel ID numbers 21-22-28-3093-04-000, 21-22-28-3093-03-000 and 21-22-28-3093-06-000, for an outdoor commercial recreation facility use?

Recommendations:

Development Review Committee (DRC) Recommendation:

The DRC met on Tuesday, April 2, 2024, to review and consider the proposed Special Exception for the outdoor commercial recreation facility use on the property. The concern discussed and raised by the DRC was relative to parking. Following discussion, the DRC made a recommendation of approval subject to the condition that the parking ratio and demand be further evaluated at the time of site plan submittal and review.

Planning and Zoning Commission (PZC) Recommendation:

The PZC met on Tuesday, April 9, 2024, to review and consider the proposed Special Exception for the outdoor commercial recreation facility use on the property. During the hearing, discussions were relative to possible impacts from the development to the residential neighborhood located approximately 436 feet northwest of this site, revising the plan layout to reverse the placement of the courts to move the outdoor courts to the south and move the indoor courts to the north, and fire ingress/egress.

Following discussions, the PZC made a recommendation of approval of the proposed Special Exception, by a 4 to 1 vote, subject to the condition that the parking ratio and parking demand be further evaluated at the time of site plan submittal and review.

Staff Recommendation:

Staff recommends the Honorable Mayor City Commissioners approve the proposed Special Exception for the use of certain properties zoned C-2, assigned parcel ID numbers 21-22-28-3093-04-000, 21-22-28-3093-03-000 and 21-22-28-3093-06-000, for an outdoor commercial recreation facility use, subject to the condition that the parking ratio and demand be further evaluated at the time of site plan submittal and review.

Attachments:

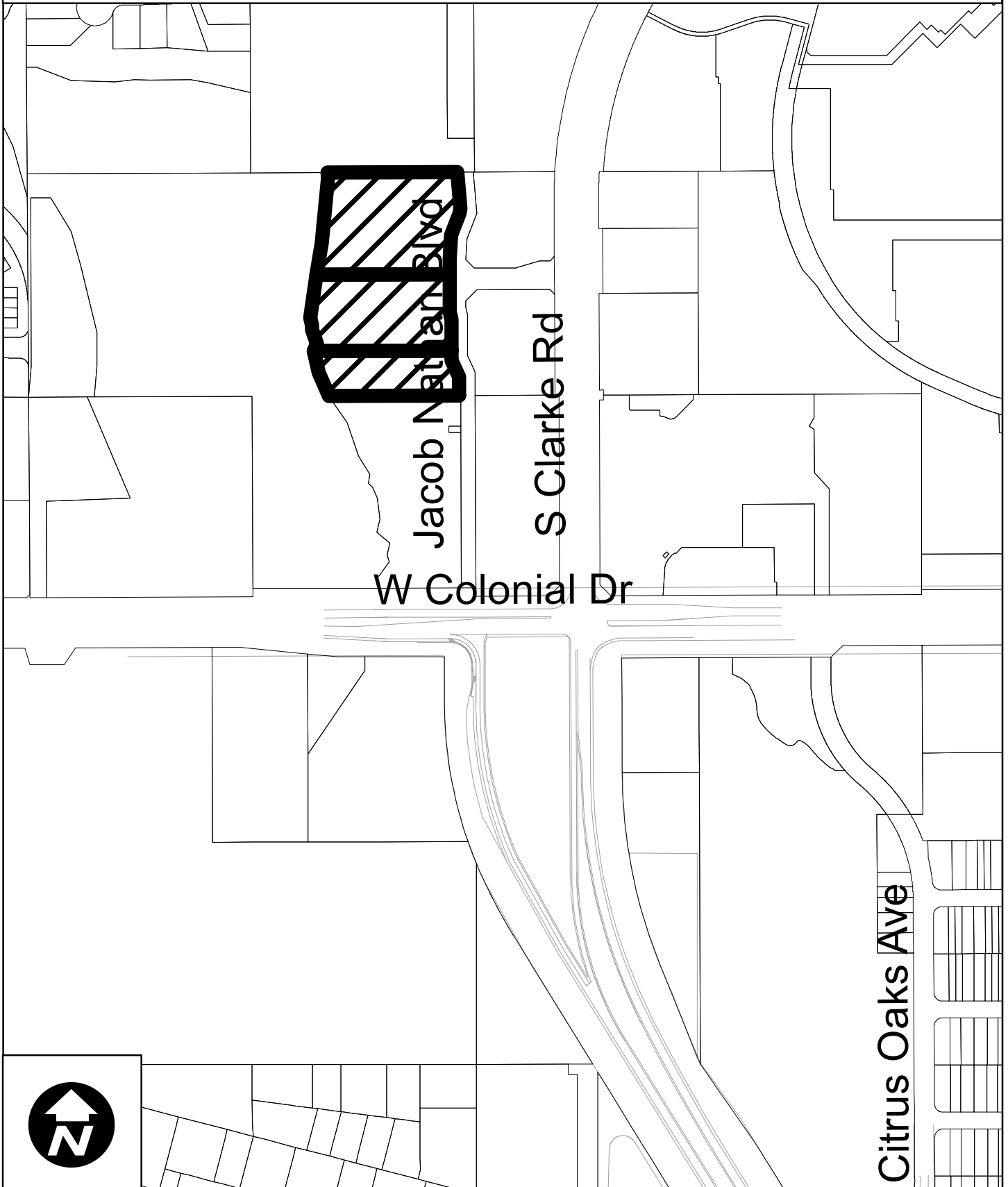
1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Special Exception Site Plan
6. Renderings
7. Advertisement

Financial Impacts:

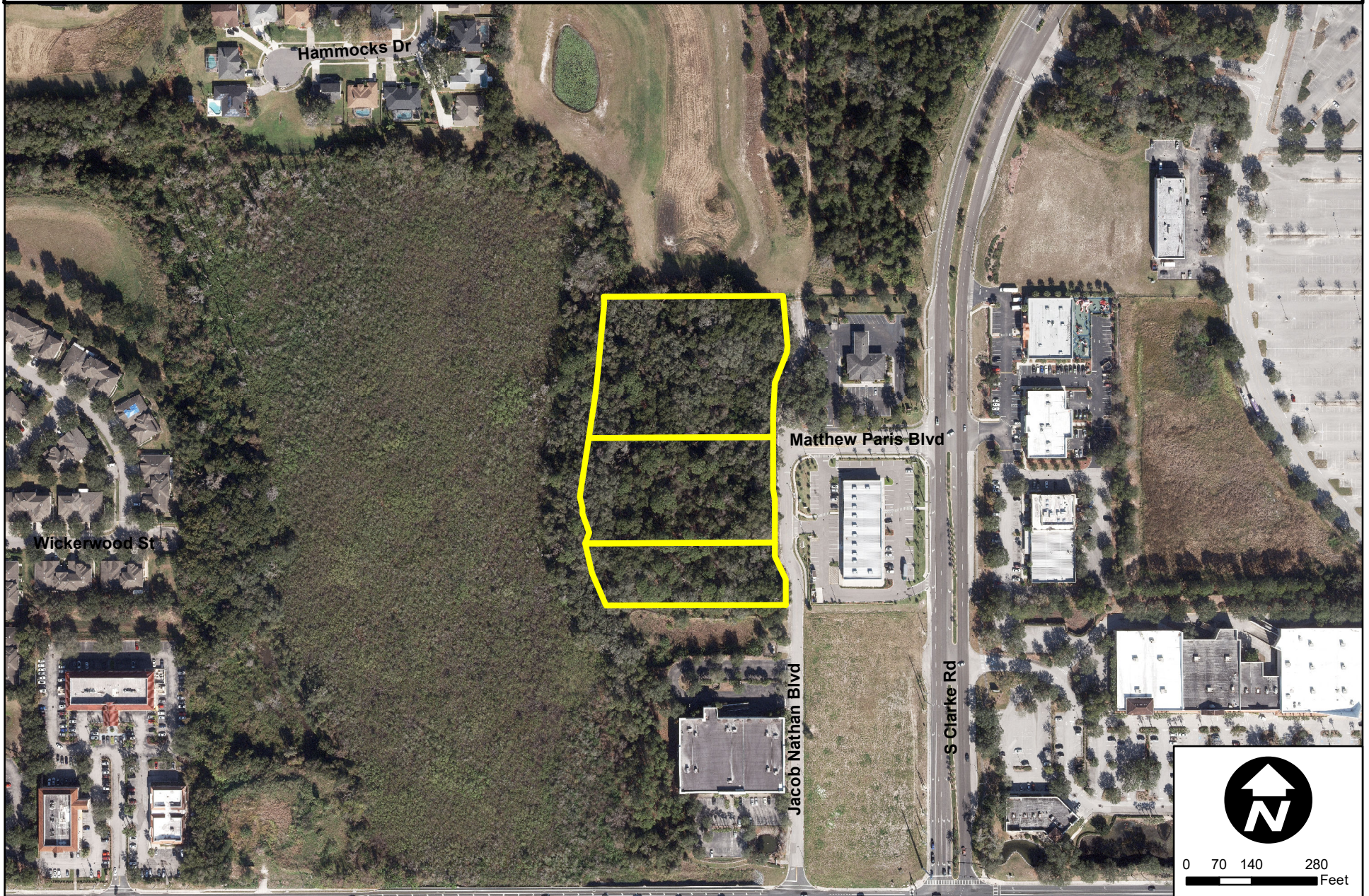
N/A

Type of Item: Public Hearing

Ocoee Pickleball Complex - Vasant Sports LLC Location Map



Ocoee Pickleball Complex - Vasant Sports LLC Property 2022 Aerial Photography



Ocoee Pickleball Complex - Vasant Sports LLC

Surrounding Future Land Use Map



Development Services
Department

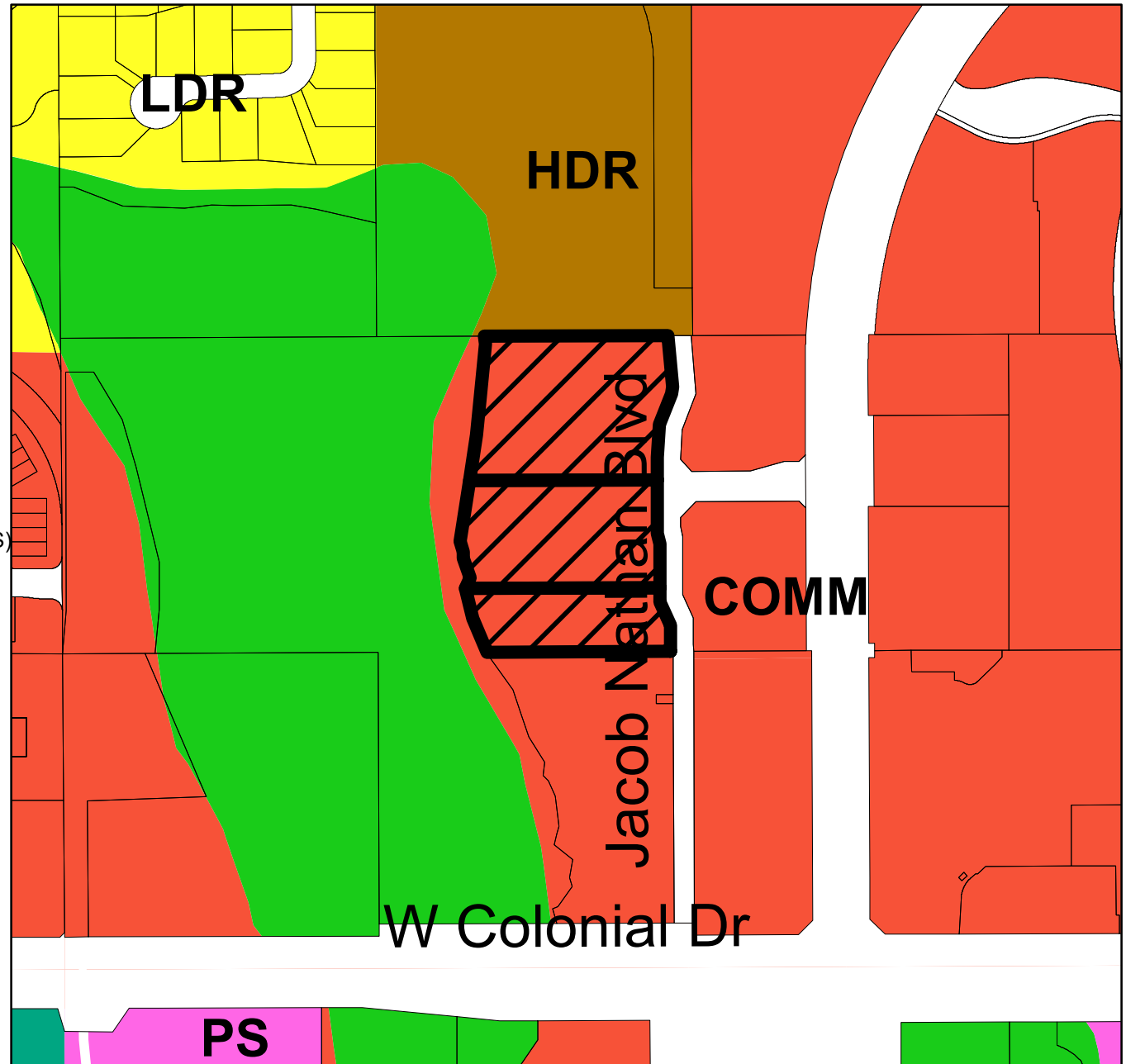
0 80 160 320
Feet

Created: month year

 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)



Ocoee Pickleball Complex - Vasant Sports LLC Property Surrounding Zoning Map



Ocoee
Development Services
Department

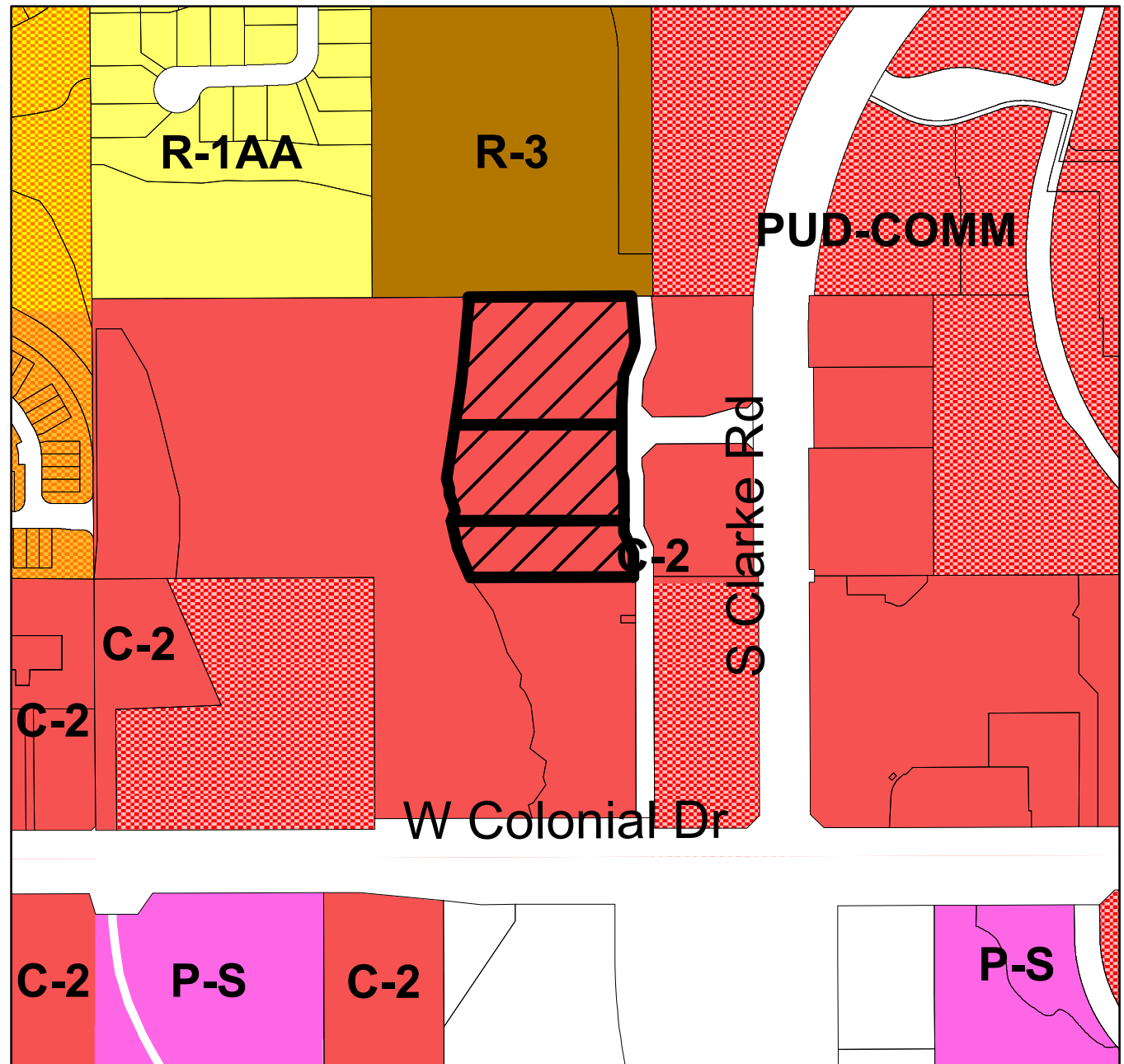
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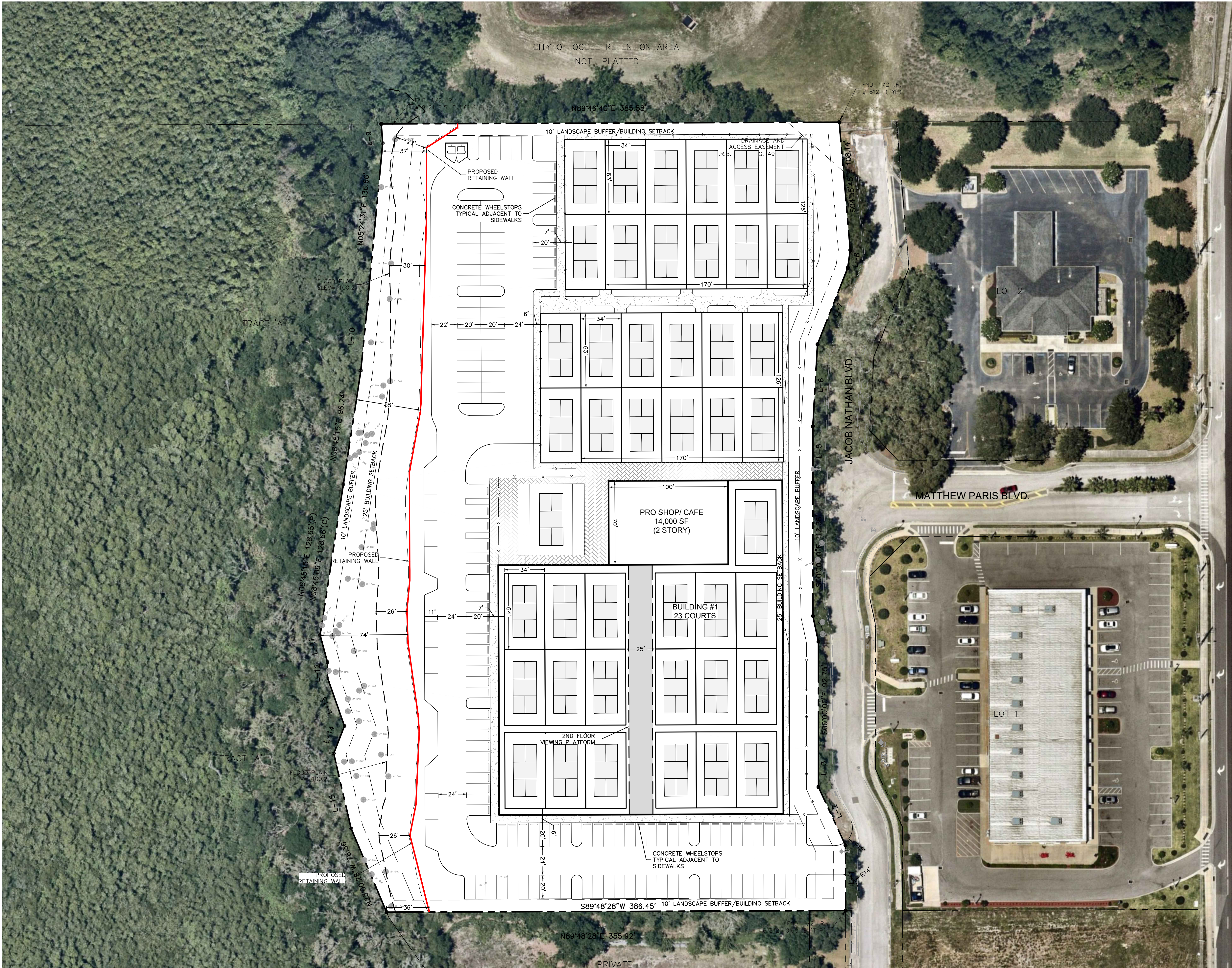
 Subject Property

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



K:\ORL_Civil\249503000--Ocoee Pickleball Complex\CADD\CONCEPT\SP-08--Special Exception.dwg



SITE DATA:	
TOTAL AREA:	6.08 ACRES
BUILDING HEIGHT:	35 FT
COVERED COURTS:	24
INDOOR COURTS:	19
CHAMPIONSHIP COURT:	1
TOTAL COURTS:	44
TOTAL PARKING PROVIDED:	146 SPACES

- CONCEPT NOTES:
1. THIS IS A PRELIMINARY SITE PLAN ONLY. AS SUCH, IS SUBJECT TO REGULATORY REVIEW AND PERMIT CONSIDERATION.
 2. DRIVEWAY ACCESS SUBJECT TO REGULATORY REVIEW.
 3. FIRE ACCESSIBILITY INTO SITE NEEDS TO BE VERIFIED WITH FIRE MARSHAL.
 4. SIGNAGE NEEDS TO BE VERIFIED.
 5. PARKING NEEDS TO BE VERIFIED.
 6. PEDESTRIAN ACCESS NEEDS TO BE VERIFIED.
 7. GRADING AND RETAINING WALLS (HEIGHT / LENGTH) TO BE DETERMINED DURING DESIGN.

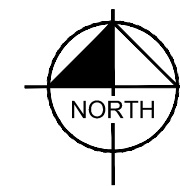
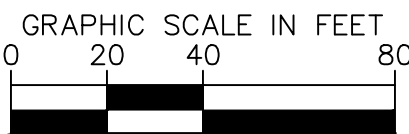
OCOEE PICKLEBALL COMPLEX

CITY OF OCOEE, FLORIDA

SPECIAL EXCEPTION SITE PLAN

PREPARED FOR: VASANT SPORTS, LLC

03/08/2024 - CONTACT CHRIS LEPPERT, P.E. (407) 898-1511



Kimley»Horn

Renderings











West Orange Times c/o Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

CITY OF OCOEE

NOTICE OF PUBLIC HEARING TO CONSIDER AN APPLICATION FOR SPECIAL EXCEPTION OCOEE PICKLEBALL COMPLEX – VASANT SPORTS LLC CASE NUMBER: 03-24-SE-031

NOTICE IS HEREBY GIVEN, pursuant to Article IV, Section 4-8, of the City of Ocoee Land Development Code, that on **TUESDAY, MAY 7, 2024, at 6:15 p.m.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, located at 1 North Bluford Avenue, Ocoee, Florida, to consider an application for a Special Exception for the Ocoee Pickleball Complex – Vasant Sports LLC to be located on three (3) lots assigned parcel ID #s 21-22-28-3093-04-000, 21-22-28-3093-03-000 and 21-22-28-3093-06-000. Combined, the subject property contains approximately 6.08 acres and is generally located on the west side of Jacob Nathan Boulevard at the terminus of Matthew Paris Boulevard. The subject properties are addressed at 1100, 1050, and 1000 Jacob Nathan Boulevard. Pursuant to Table 5-1 of Article V of the Ocoee Land Development Code, a Special Exception approval is required for the use of property zoned C-2 (Community Commercial District) for an outdoor commercial recreation facility use. The applicant is requesting a Special Exception approval for the use of C-2 property for an indoor and outdoor pickleball complex with a 14,000 SF pro-shop/café.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file, including a complete legal description by metes and bounds, may be inspected at the Ocoee Planning Department located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing, and no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

April 25, 2024

24-01380W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

STAFF REPORT

Meeting Date: May 7, 2024
Item #: 13

Contact Name: Melanie Sibbitt

Department Director: Melanie Sibbitt, Michael Rumer

Contact Number: Ext. 1026

City Manager: Robert Frank

Subject: Notification of Initial Three-Year Term Ending for One (1) Regular Member, Move Alternate Member to Regular Member, and Consideration of Appointment on the Planning and Zoning Commission. (Development Services Director Rumer and City Clerk Sibbitt)

Background Summary:

In 2018, the City Commission adopted Ordinance 2018-021 amending Section 3-2 of the Land Development Code, by establishing a five (5) member Planning and Zoning Commission to include term limits. Subsequently, in 2019, Ordinance 2019-037 was adopted to provide for one (1) alternate member. The alternate member shall attend all meetings, shall be counted towards a quorum, may participate in any item where the alternate has no voting conflict, and, when necessary, will vote in the place of any absent or disqualified board member on an individual item. The original appointments in 2018 were given staggered terms, and it is the staff's interpretation that the one (1) regular member assigned the initial three-year term has completed their two (2) full terms. Any member who has served two full terms is not eligible to serve another term until three years have passed. Therefore, Member Williams is not eligible to be considered for appointment.

The terms of Members Crocker and Forges are set to expire in June 2024. Member Crocker has expressed no interest in being considered for reappointment, while Member Forges has expressed interest in being reappointed and is eligible for one more three-year term. Alternate Member Chacon desires to be appointed as a regular member. Furthermore, one (1) application has been on file since March 2023, and the applicant has indicated an interest in being considered for appointment, updating their application accordingly. As per the Land Development Code, subsequent vacancies on the Planning and Zoning Commission are to be filled by a majority vote of the City Commission from candidates nominated by the Mayor and City Commissioners. The Mayor and each member of the City Commission may nominate up to two (2) nominees each in the event of a vacancy.

Issue:

Should the Honorable Mayor and Commissioners: a) reappoint Member Forges to complete his final three-year term, move Alternate Member Chacon to the Regular Member seat, and consider the one (1) application currently on file for either the newly open Regular or Alternate Member seat, or b) provide up to two (2) nominees each to the City Clerk to appoint three (3) regular members to the Planning and Zoning Commission for a three-year term to be presented at the May 21, 2024, Regular City Commission Meeting.?

Recommendations:

Staff recommends the Honorable Mayor and Commissioners: a) reappoint Member Forges to complete his final three-year term, move Alternate Member Chacon to the Regular Member seat, and consider the one (1) application currently on file for either the newly open Regular or Alternate Member seat, or b) provide up to two (2) nominees each to the City Clerk to appoint three (3) regular members to the Planning and Zoning Commission for a three-year term to be presented at the May 21, 2024, Regular City Commission Meeting.

Attachments:

1. Board Application - Joaquin Galvan
2. Board List

Financial Impacts:

None

Type of Item: Regular



APPLICATION FOR SERVING ON CITY BOARDS

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

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

Name (please print) JOAQUIN GALVAN E-mail Address JOAQUIN@VMGCONSTRUCTIONINC10.COM
 Home Address 1389 SPRING LAKE TERRACE OCOEE
 Phone 3212009371 City Resident at Least 6 Months? ☒ Yes ☐ No City District # 2

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

Place of Work VMG CONSTRUCTION INC Position OWNER
 Business Address 43 1ST STREET WINTER GARDEN FL 34787

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

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

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

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

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

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

Is this for Reappointment? ☐ Yes ☒ No

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

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

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

Education: GRADUATED OCOEE HIGH SCHOOL THEN WENT TO UTI AND GOT MY DEGREE IN AUTOMOTVE

Experience: I HAVE EXPERIENCE IN BUSSINESS DEVELOPMENT AND I AM OWNER IN A FEW COMPANIES THAT ARE IN OCOEE

I ALSO HAVE TENS OR PROPERIES AND COMERCIAL BUILDING IN OCOEE BECAUSE I WOULD LIKE TO BE PART OF THE GROUWTH OF OCOEE.

SOME COMPANIES I OWN IS VMG CONSTRUCTION WINTER GARDEN CONSTRUCTION VMG INVESTMENTS MESTIZA CONCRETE AND A FEW OTEHRS

Special Knowledge or Skills: I KNOW ALOT ABOUT CONSTRUCTION THAT CAN BE USED FOR THE GROWTH OF THE CITY AND GIVE INPUT

ON WHAT IS CORRECT AND MY KNOWLEDGE. I HAVE EXPERINCE IN RUNNING A BUSSINESS AS WELL AS CONSTRUCITON MANAGEMNET

Community/Civic Organizations & Involvement: I HAVE DONATED AND WORKED IN VARIOUS PROJECTS WITH THE CITY
LIKE THE YEARLY DONATION OF BIKES FOR KIDS IN CHRISTMAS.

Hobbies or Special Interests: _____

ACKNOWLEDGMENT (Check Below):

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

STATE REPORTING REQUIREMENTS

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

Race

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

Gender

- ☒ Male
- ☐ Female

Disability

- ☐ Physically Disabled

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

Signature JOAQUIN GALVAN

Date 4/29/24

PLANNING AND ZONING COMMISSION

*Members must be City residents per § 3-2.A, Land Development Code
Amended by Ordinance No. 2018-021, *Resolution No. 2018-11, and Ordinance 2019-037*

Members are appointed for three-year terms. Any member who has served two full terms is not eligible to serve another term or be reappointed until three years have passed.

(3 Members Constitute a Quorum)

Member	District	Email	Term Expires
1. Brad Lomneck	2	bradlovesocoe@gmail.com	6/2026+
2. Joel Keller	4	joelkellerocoe@gmail.com	6/2026 Finishing Out Term^
3. Lavon Williams	2	lbw8151908@gmail.com	6/2024*
4. Lou Forges	1	lforges@gmail.com	6/2024**
5. Joe Crocker (Completing term from 2023 vacated seat)	3	crockerja12@gmail.com	6/2024 Finishing Out Term^
6. Derrick Chacon (Alternate)	3	derrick.chacon@gmail.com	6/2026 Finishing Out Term^

*Two full terms expire 6/2024

** First full term expires 6/2024

+Two full terms expire 6/2026

^ Member is finishing out a removed/resigned term. Member will be eligible for serving first term after.



STAFF REPORT

Meeting Date: May 7, 2024
Item #: 14

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Discussion and Direction on Holiday Lighting. (Public Works Director Krug)

Background Summary:

Following the 2023 holiday season, the Commission expressed an interest in reviewing the future holiday pole-mounted lighting throughout the City. Public Works has explored what is commercially available and is presenting options to the Commission for approval to move forward with incorporating the recommendations into future budgets.

Issue:

Should the Honorable Mayor and City Commissioners approve the recommended updates for future pole-mounted holiday lighting for the next budget year?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the recommended updates to the pole-mounted holiday lighting for the next budget year.

Attachments:

1. Location Maps
2. PowerPoint Presentation

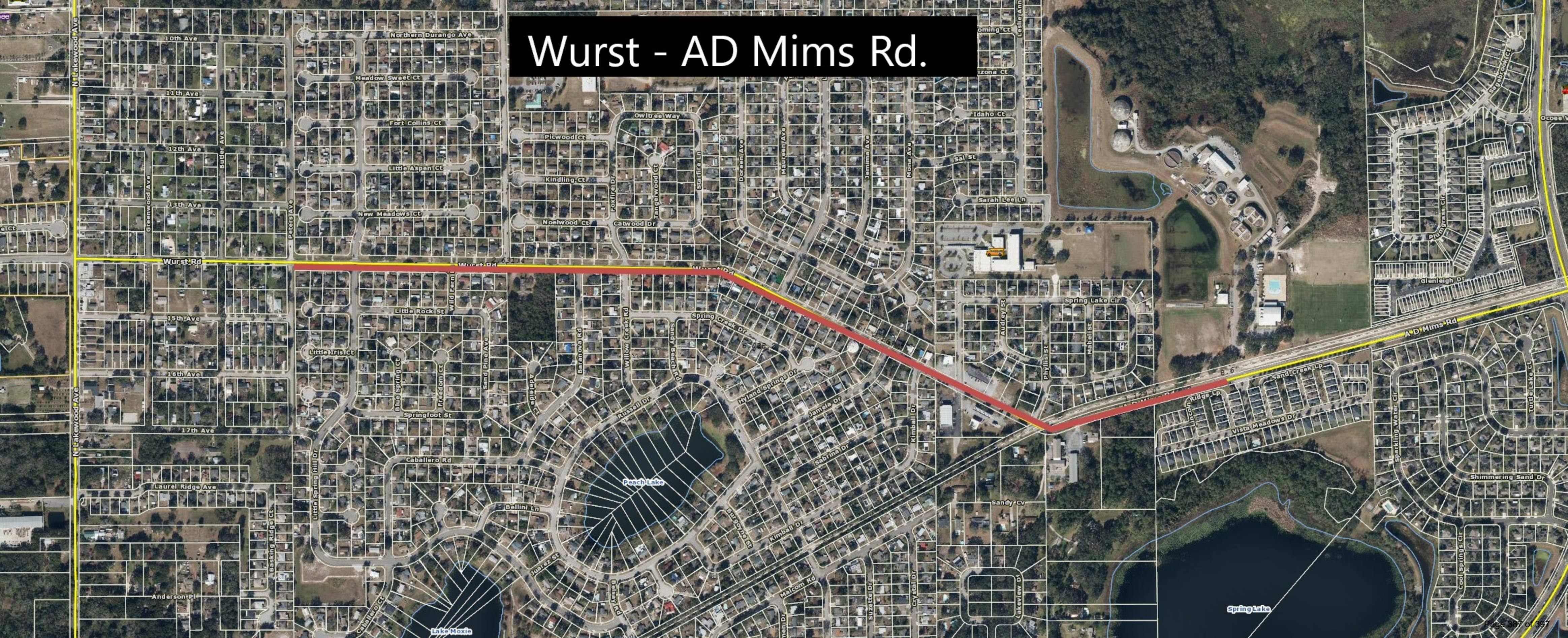
Financial Impacts:

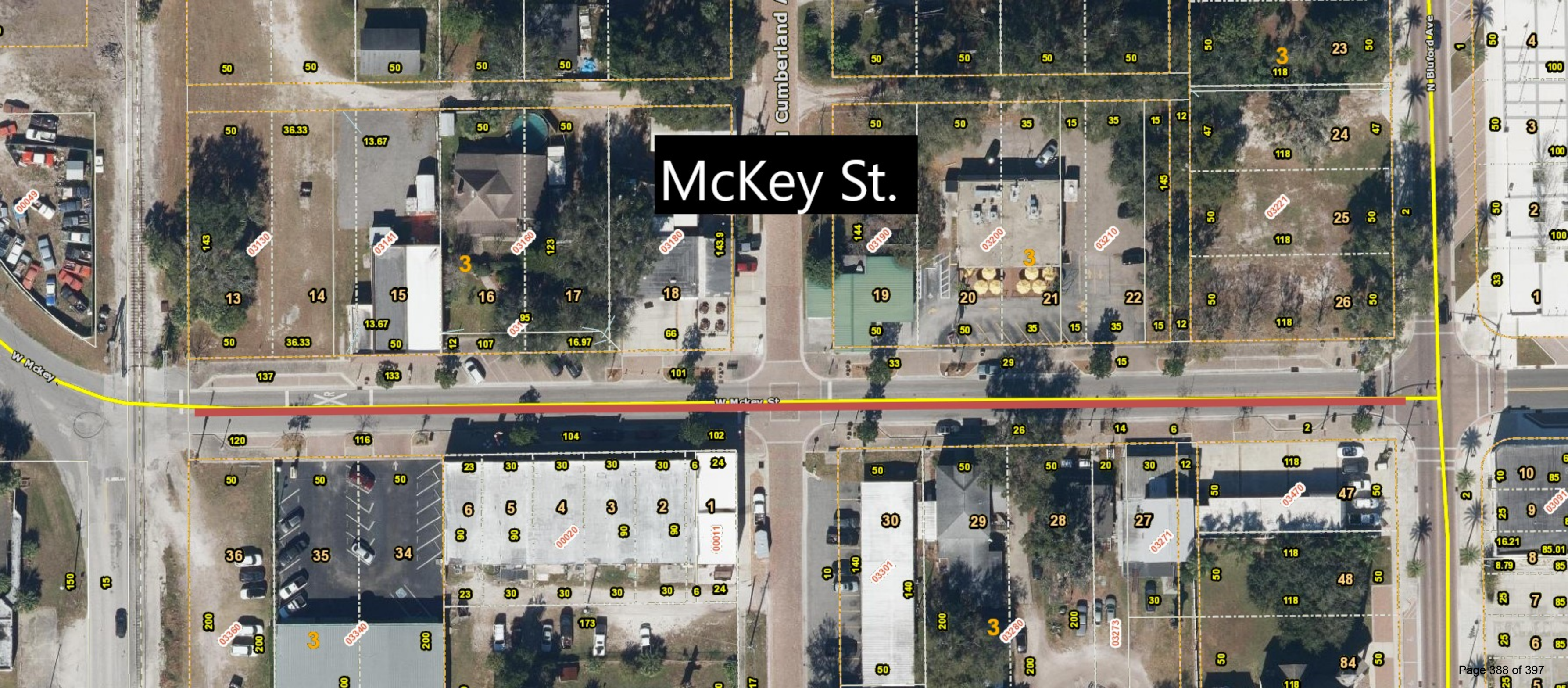
The proposed Holiday Lighting funding will be incorporated into the future Streets Division budget.

Type of Item: Regular

Silver Star Rd.

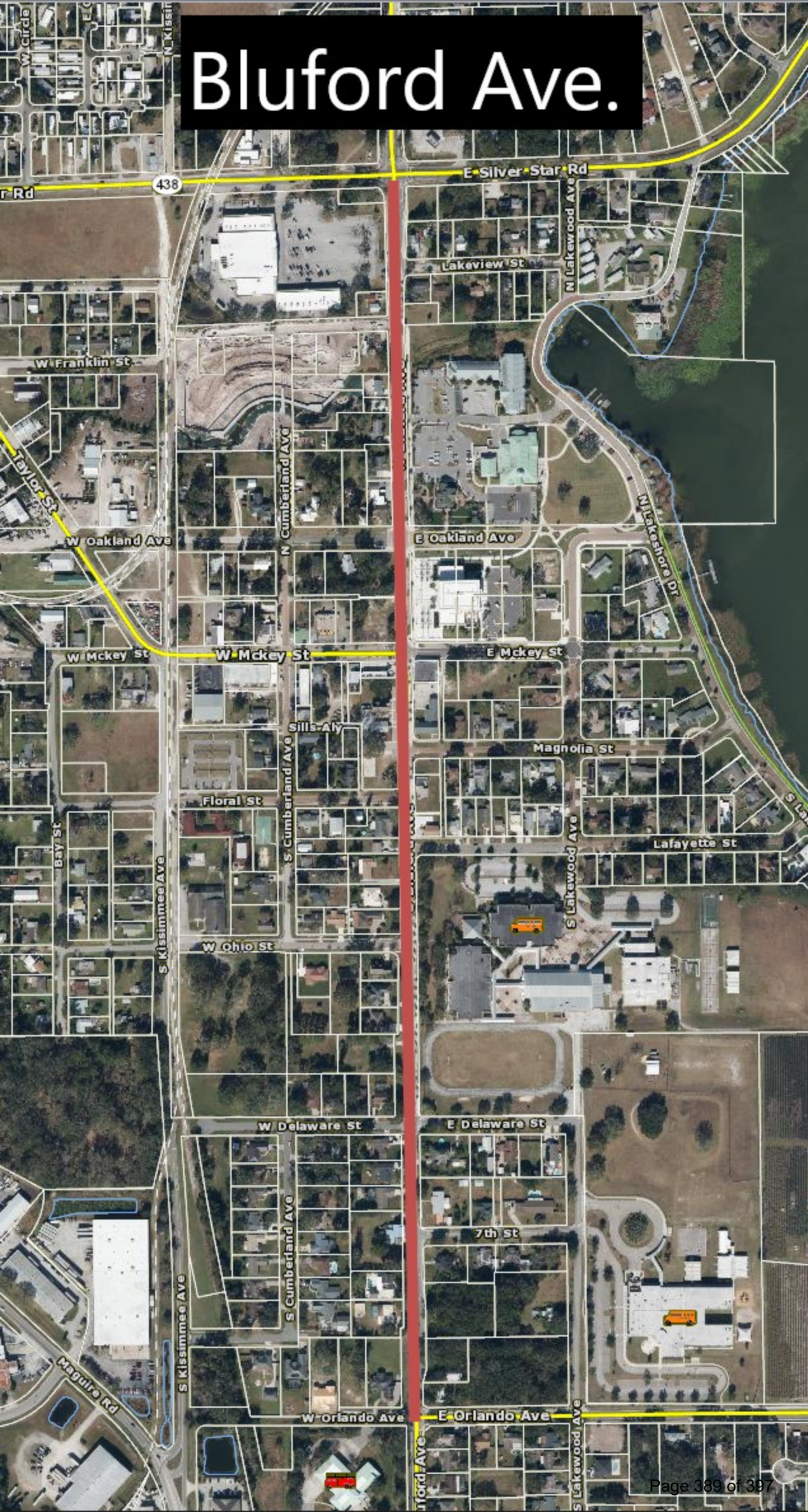
Wurst - AD Mims Rd.



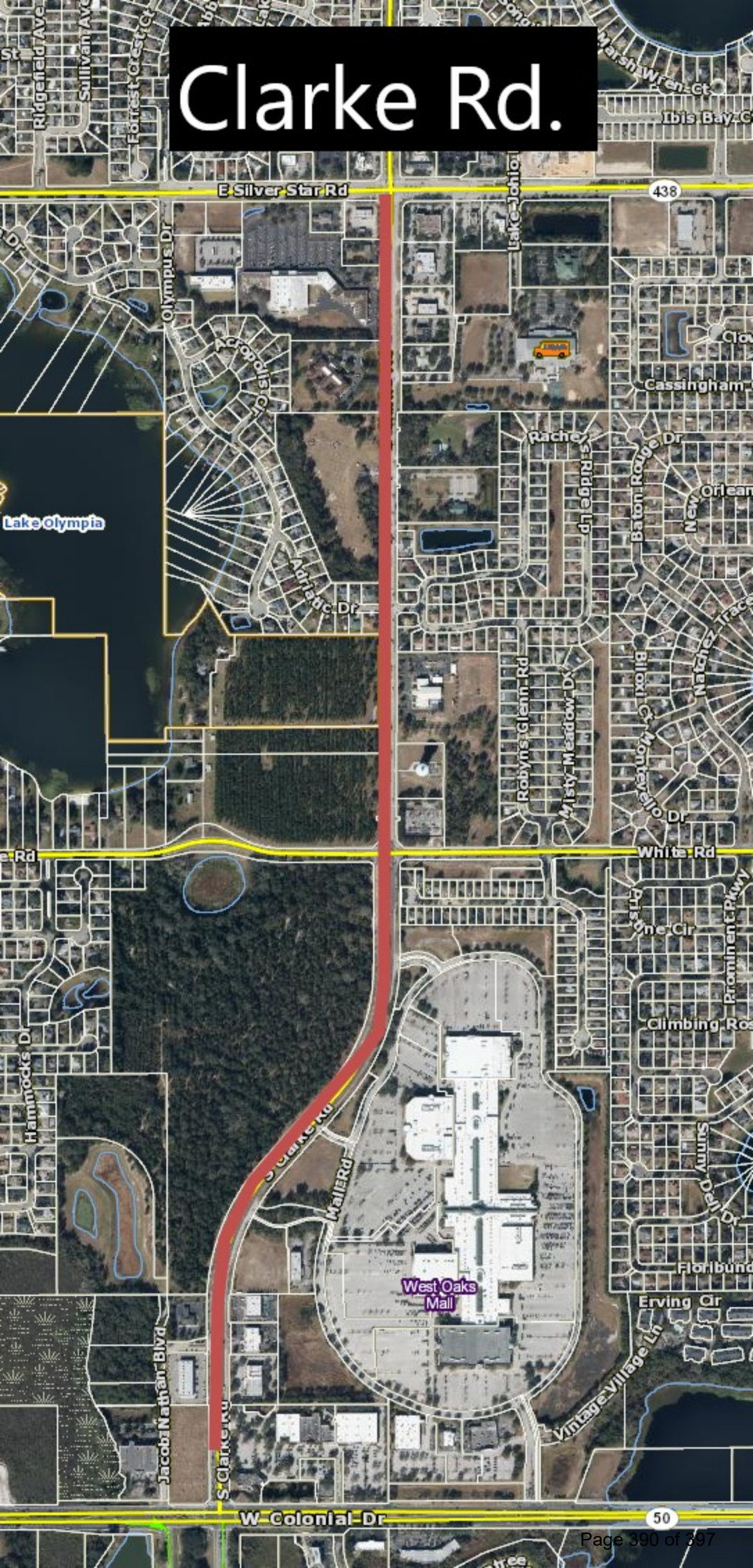


McKey St.

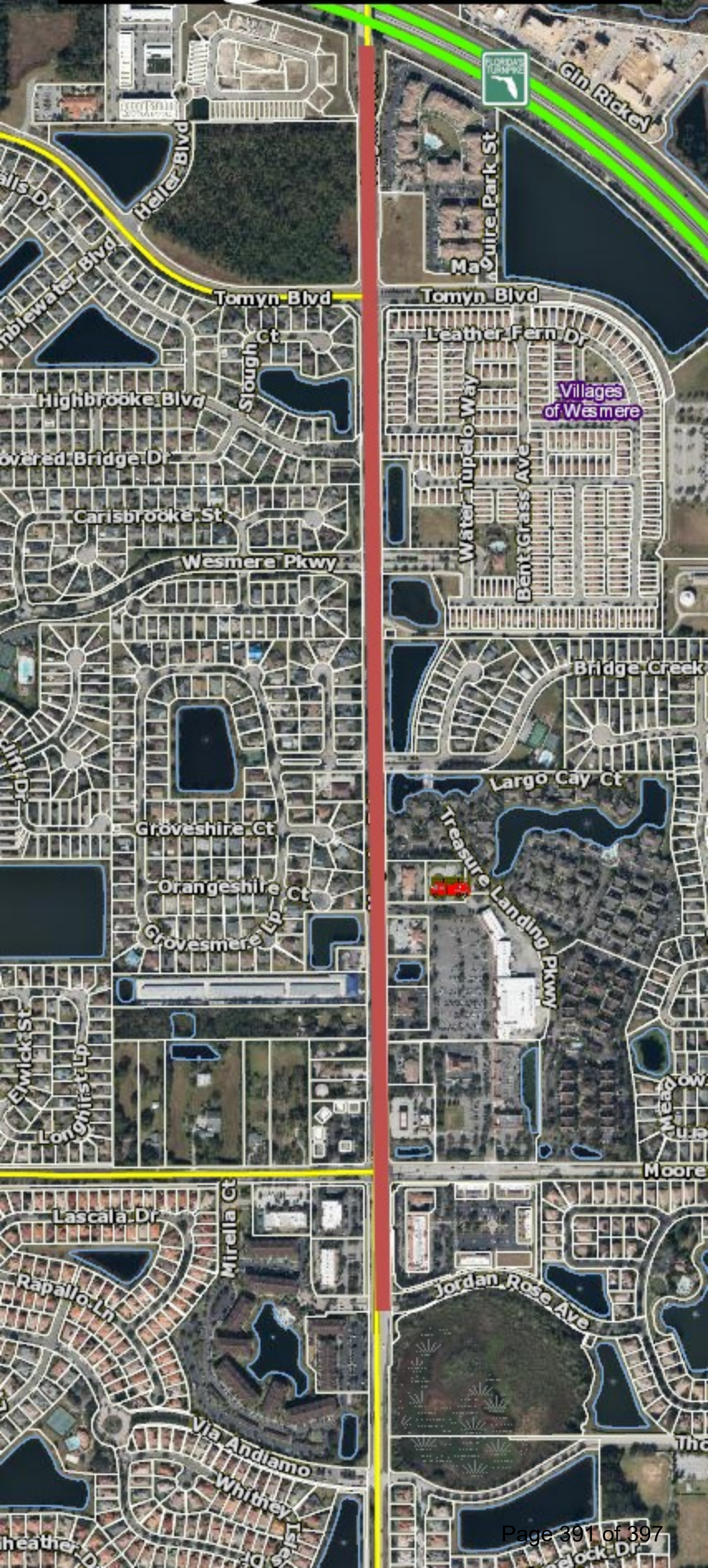
Bluford Ave.



Clarke Rd.



Maguire Rd.



CITY OF OCOEE

Pole Mounted Holiday Lighting

CURRENT DECOR



CURRENT DECOR



Mckey St.



Mckey St.



Bluford Ave.

OPTIONS - GENERAL LOCATIONS



#1

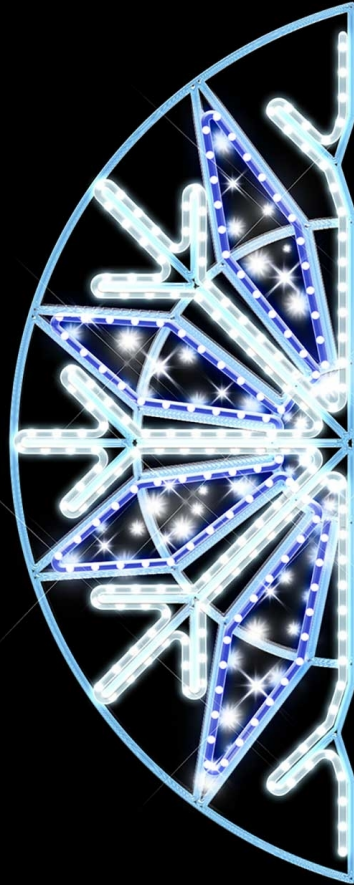


#2



#3

**MAGUIRE RD.
CENTER MEDIAN – 2 PER POLE**



MAGUIRE RD.

CENTER MEDIAN – 2 PER POLE

